

The Corporation of the City of Kawartha Lakes Agenda

Regular Council Meeting

CC2025-04

Tuesday, March 18, 2025

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 Pat Warren

Councillor Emmett Yeo

Vacancy - Ward 5

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<https://www.youtube.com/c/CityofKawarthaLakes> to view the proceedings electronically.**

**Video and/or audio recording is not permitted during Council or Committee of the Whole Meetings,
pursuant to Trespass to Property Act, R.S.O. 1990, c.T.21.**

**To speak to an Item on this Agenda you must submit a completed Deputation Request Form by
Friday, March 14, 2025 at 12:00 p.m.**

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

1.	Call to Order	
2.	Opening Ceremonies	
2.1	O Canada	
2.2	Moment of Silent Reflection	
2.3	Adoption of Open Session Agenda	
3.	Disclosure of Pecuniary Interest	
4.	Notices and Information by Members of Council and Staff	
4.1	Council	
4.2	Staff	
5.	Council Minutes	20 - 40
	Regular Council Meeting, February 18, 2025	
	That the Minutes of the Regular Council Meeting of February 18, 2025, be received and adopted.	
6.	Deputations	
7.	Correspondence	
8.	Presentations	
9.	Committee of the Whole	
9.1	Correspondence Regarding Committee of the Whole Recommendations	
9.2	Committee of the Whole Minutes	41 - 59
	Committee of the Whole Meeting, March 4, 2025	
	That the Minutes of the Committee of the Whole Meeting of March 4, 2025, 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 CW2025-038
- That the deputation of David Webb, regarding an Analysis of Ticketing Data from Customer Service for the City of Kawartha Lakes,** be received.
- 9.3.2 CW2025-039
- That the presentation by Sara Johnston, Paramedic Chief, and Dr. Michael Feldman, of Sunnybrook Health Sciences Centre, regarding an Introduction to the Medical Priority Dispatch System (MPDS),** be received.
- 9.3.3 CW2025-040
- That the presentation by Sara Johnston, Paramedic Chief, regarding the 2024 Key Performance Indicators (KPIs) for Paramedic Service,** be received.
- 9.3.4 CW2025-041
- That Report EMS2025-001, Paramedic Service Operational Key Performance Indicators,** be received.
- 9.3.5 CW2025-042
- That the presentation by Brandon Clarkson, Manager of Customer Service, regarding a Customer Experience Strategy Update,** be received.
- 9.3.6 CW2025-043
- That Report CS2025-003, Customer Experience Strategy Update,** be received.
- 9.3.7 CW2025-044
- That the presentation by Brandon Clarkson, Manager of Customer Service, regarding the 2024 Annual Update for the Customer Service Division,** be received.
- 9.3.8 CW2025-045
- That Report CS2025-004, 2024 Annual Update – Customer Service Division,** be received.

- 9.3.9 CW2025-046
- That** the presentation by Brenda Stonehouse, Manager of Strategy and Innovation, **regarding the Strategic Plan Annual Report**, be received.
- 9.3.10 CW2025-047
- That** Report CORP2025-004, **Strategic Plan Annual Report**, be received.
- 9.3.11 CW2025-048
- That** the deputation of Mary Jane Connell and Brendan Moher, **regarding the Commemoration of the Nine Ships of 1825 Bicentennial Project**, be received.
- 9.3.12 CW2025-049
- That** the deputation of Courtney Baker, of the Couchiching Conservancy, **regarding a Request to Purchase a Portion of Road Allowance Adjacent to 357 Alvar Road, Kirkfield**, be received.
- 9.3.13 CW2025-050
- That** Report PLAN2025-017, **Provincial Energy Procurement**, be received; and
- That** Council consider energy procurement projects and issue written support through Municipal Resolution in Support of Proposal Submissions on a case-by-case basis.
- 9.3.14 CW2025-051
- That** Report ED2025-009, **Proposed Heritage Designation of 48 Main Street, Village of Bobcaygeon (J.L. Read General Store/The Promoter Building)**, be received;
- That** the Municipal Heritage Committee's recommendation to designate 48 Main Street 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, consultation with the property owner and preparation of the designating by-laws.

9.3.15

CW2025-052

That Report ENG2025-009, **Request for Petition Review – Elm Tree Road and Highway 7**, be received;

That Schedule C of By-Law 2025-328, being the By-Law to Establish Speed Limits in the City of Kawartha Lakes, be amended to reduce the speed limit of Elm Tree Road from Highway 7 to a point 550m northerly to 60km/hr;

That that Schedule D of By-law 2025-328, being the By-Law to Establish Speed Limits in the City of Kawartha Lakes, be amended to reduce the speed limit of Elm Tree Road from Highway 7 to a point 500m southerly to 50km/hr; and

That Schedule C of By-Law 2005-328, being the By-Law to Establish Speed Limits in the City of Kawartha lakes, be amended to reduce the speed limit of Elm Tree Road from a point 500m south of Highway 7 to a point 760m southerly be 60km/hr; and

That the necessary By-Law to amend By-Law 2025-328, being the By-Law to Establish Speed Limits in the City of Kawartha Lakes, be brought forward to Council for adoption.

9.3.16

CW2025-053

That Report CS2025-002, **Wilson Estate Update**, be received.

9.3.17

CW2025-054

That Report CEM2025-001, **Kawartha Lakes Cemeteries 2024 Annual Update**, be received;

That the Kawartha Lakes Cemetery Board be dissolved; and

That an annual Cemetery Operations Update Report be provided to Council by staff.

9.3.18

CW2025-055

That Report PR2025-001, **Kawartha Lakes Parks Advisory Committee Annual Report and 2025 Work Plan**, be received.

9.3.19

CW2025-056

That Report WM2025-002, Lindsay Ops Landfill Public Review Committee 2024 Work Summary and 2025 Work Plan, be received; and

That the 2025 Lindsay Ops Public Review Committee Work Plan as outlined in Appendix “A” to Report WM2025-002, be approved.

9.3.20

CW2025-057

That Report WM2025-003, Waste Management Advisory Committee 2024 Work Summary and 2025 Work Plan, be received; and

That the 2025 Waste Management Advisory Committee Work Plan, as outlined in Appendix “A” to Report WM2025-003, be approved.

9.3.21

CW2025-058

That Report WM2025-004, Fenelon Landfill Public Review Committee 2024 Work Summary and 2025 Work Plan, be received; and

That the 2025 Fenelon Landfill Public Review Committee Work Plan, as outlined in Appendix “A” to Report WM2025-004, be approved.

That Report CLK2025-003, **Terms of Reference Update for Advisory Committees, Boards and Task Forces**, be received;

That the Terms of Reference for all Advisory Committees, Boards and Task Forces be updated to remove the establishment of working groups or sub-committees, and the holding of working meetings, from the mandate of each group;

That the Terms of Reference for the Kawartha Lakes Accessibility Advisory Committee, be amended to permit the holding of closed session, pursuant to s.239(2)(b) of the Municipal Act, 2001, for the consideration of nominations that are submitted for the Accessibility Awareness Recognition Awards Program;

That the Terms of Reference for the Kawartha Lakes Environmental Advisory Committee be amended to permit the holding of closed session, pursuant to s.239(2)(b) of the Municipal Act, 2001, for the consideration of nominations, that are submitted for the Bee A Hero Awards Program and the Environmental Hero Awards Program;

That the Term of Reference for the Kawartha Lakes Municipal Heritage Committee be amended to permit the holding of closed session, pursuant to s.239(2)(b) of the Municipal Act, 2001, for the consideration of nominations that are submitted for the Osprey Awards Program; and

That the Terms of Reference for the Kawartha Lakes Accessibility Advisory Committee, the Kawartha Lakes Environmental Advisory Committee and the Kawartha Lakes Municipal Heritage Committee be amended to require that Staff report to Council, in closed session, to provide recommended award recipients to Council for consideration and approval with regard to the Accessibility Awareness Recognition Awards Program, the Bee A Hero Awards Program, the Environmental Hero Awards Program and the Osprey Awards Program.

That Report PLAN2025-015, **Environmental Advisory Committee 2025 Work Plan**, be received; and

That, the 2025 Environmental Advisory Committee Work Plan outlined in Appendix B to Report PLAN2025-015, save and except for the work group and sub-committee structure, be approved.

- 9.3.24 CW2025-061
- That Report ED2025-006, Agricultural Development Advisory Committee 2025 Work Plan**, be received; and
- That** the Agricultural Development Advisory Committee 2025 Work Plan as outlined in Appendix B to Report ED2025-006, save and except for the work group and sub-committee structure, be approved.
- 9.3.25 CW2025-062
- That Report ED2025-008, Municipal Heritage Committee 2025 Work Plan**, be received; and
- That** the 2025 Municipal Heritage Committee Work Plan as outlined in Appendix B, save and except for the work group and sub-committee structure, be approved.
- 9.3.26 CW2025-063
- That Report ENG2025-010, Kawartha Lakes Airport Advisory Committee Annual Report and 2025 Work Plan**, be received.
- 9.3.27 CW2025-064
- That Report CORP2025-008, Kawartha Lakes Accessibility Advisory Committee Annual Update and 2025 Work Plan**, be received; and
- That** the 2025 work plan for the Kawartha Lakes Accessibility Advisory Committee, save and except for the work group and sub-committee structure, be approved.
- 9.3.28 CW2025-065
- That** the Memorandum from Mayor Elmslie, **regarding an Authorized Absence of a Member of Council in Accordance with s.259(1)(c) of the Municipal Act, 2001**, be received;
- That** Councillor Ashmore be authorized to be absent from the meetings of Council and retain his seat; and
- That** the authorized absence be revisited at the end of June, 2025, if necessary.

9.3.29 CW2025-066

That the Memorandum from Councillor Perry, **regarding Trade Tariffs**, be received;

That the City of Kawartha Lakes supports and endorses the Eastern Ontario Wardens' Caucus (EOWC) resolution of 10 February 2025 - EOWC Support of Canadian and Ontario Governments' Negotiations with the United States Government on Trade Tariffs; and

That staff review and report back to Council on options and barriers to privilege Canadian and local sources in the City's procurement policy by the end of Q2.

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

60 - 65

Planning Advisory Committee Meeting, March 5, 2025

That the Minutes of the Planning Advisory Committee Meeting of March 5, 2025 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 PAC2025-020

That Report PLAN2025-018, **Application to Amend the Township of Verulam Zoning By-law 6-78 at 96 Kawartha Lakes Road 30, Fenelon Falls (420 Hickory Beach Road) - Fisher**, be received for information.

10.3.2 PAC2025-021

That the deputation of Kevin Duguay, KMD Planning, **regarding Report PLAN2025-016 (Item 6.1 on the agenda)**, be received.

10.3.3

PAC2025-022

That Report PLAN2025-016, Applications to Amend the City of Kawartha Lakes Official Plan and Township of Dalton Zoning By-law 10-77 at 2475 Housey's Rapids Road, Washago - Faria be received for information;

That an Official Plan Amendment respecting application D01-2024-008, substantially in the form attached as Appendix D to Report PLAN2025-016, be approved and adopted by Council;

That a Zoning By-law Amendment respecting application D06-2024-023, substantially in the form attached as Appendix E to Report PLAN2025-016, be approved and adopted by Council; and

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

10.4

Items Extracted from Planning Advisory Committee Minutes

11.

Consent Matters

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

11.1

Reports

11.1.1

RS2025-018

66 - 108

Proposed Lease Extension - 49 Maple Avenue, Haliburton
Madison MacCormack, Law Clerk - Realty Services

That Report RS2025-018, Proposed Lease Extension – 49 Maple Avenue, Haliburton, be received; and

That the Mayor and Clerk be authorized to execute the Lease Extension attached as Appendix B on behalf of the City of Kawartha Lakes, being a Lease Extension Agreement with Resicom Properties Inc. for the purpose of the continued leasing of space for the Human Services department for a one-year term.

11.1.2

CORP2025-003

109 - 122

High Water Bill Relief - 12 Moynes Court, Lindsay
Linda Liotti, Manager, Revenue and Taxation

**That Report CORP2025-003, High Water Bill Relief – 12 Moynes Crt,
Lindsay, be received.**

11.1.3

CORP2025-007

123 - 133

Quarter Four 2024 Capital and Special Projects Close
Carolyn Daynes, Treasurer

That Report CORP2025-007, Quarter Four 2024 Capital and Special Projects Close, be received;

That the capital projects identified in Table 1 to Report CORP2025-007 be approved for closure;

That the balances below and provided in Table 1 to Report CORP2025-007 be transferred to (from) the corresponding reserve to address all project closures listed:

Reserve	Transfer to (from) Reserve
Public Works Fleet Reserve	\$44,950.33
Water Infrastructure Reserve	(43,410.00)
Special Projects Reserve	331,923.23
General Tax Rate Stabilization Reserve	7,721.81
Capital Contingency Reserve	1,063,670.51
Kawartha Lakes Police Area Rate Reserve	2,743.53
Total Reserve Transfers	\$1,407,599.41

That the balances below and provided in Table 1 to Report CORP2025-007 be transferred to (from) the obligatory reserve to address project closures listed:

Obligatory Reserve	Transfer to (from) Reserve
Transit Gas Tax Reserve	\$15,600.00
Development Charge Reserve	199,717.96
City Parkland Reserve	23,411.66
Infrastructure Gas Tax Reserve	249,252.97
Total Obligatory Reserve Transfers	\$487,982.59

That the projects recommended for closure below be approved for (additional)/reduced debenture financing:

Capital Project - Capital Program Description - Debenture Financing (Increase)/Reduction

950230207 - Dalton Community Centre Parking - \$(1,224.85)

983230102 - Hartley Road Bridge - 70,556.83

983230103 - Ballyduff Road Bridge - 24,059.90

983240526 - Simcoe St-CKL Rd 8-CKL Rd 48 - (142.63)

998190103 - Bobcaygeon Elevated Storage Tank Coating - 52,694.17

998200104 - Bobcaygeon Water Treatment Plant Low Level Pump -
(9,752.81)

998200205 - King's Bay Water and Wastewater Treatment Plant -
34,549.42

998200312 - Colborne Street Fenelon Falls Sewer Pumping Station
Pumps/Pipe - (3,183.18)

998210113 - Southview Estates Water Treatment Plant Pumps -
4,254.11

Total Reduction in Debenture Needed - \$171,810.96

That the remaining Building Faster Funds (BFF) of \$735,720.00 be allocated to the Ellice St Watermain Replacement (998240411) and as a result the project funding from other sources be adjusted as follows, Water Debenture of \$96,012.00 and Wastewater Debenture of \$514,660.00 be reduced and Water Development Charges of \$125,048.00 returned to the Development Charges Reserve (3.24140 A331179);

That \$100,000.00 for the Corporate Services Modernization (921242001) be allocated from the Sewer Infrastructure Reserve (1.32030);

That funding of \$144,000.00 for the Housing Needs Assessment (921242002) project be allocated from the Sewer Infrastructure reserve (1.32030);

That funding of \$250,000.00 for the Development Software Operational Efficiency (921242201) project be allocated from the Sewer Infrastructure reserve (1.32030);

That funding of \$50,000.00 for the Human Services Modernization initiative (16480) be allocated from the Water Infrastructure Reserve (1.32050);

That \$500,000.00 be transferred to the Public Works Fleet Reserve (1.32070 A-331184) from the Capital Contingency Reserve (1.32248) to fund growth related fleet projects.

11.1.4	CORP2025-010	134 - 138
	<p>2024 Annual Report on Council Remuneration and Expenses Miranda Warren, General Clerk</p> <p>That Report CORP2025-010, 2024 Annual Report on Council Remuneration and Expenses, be received.</p>	
11.1.5	PUR2025-003	139 - 143
	<p>Request for Quotation 2021-41-CQ Supply and Delivery of Single and Tandem Axle Trucks - Multi-Year Marielle van Engelen, Buyer Rodney Porter, Manager, Fleet and Transit Services</p> <p>That Report PUR2025-003, Request for Quotation 2021-41-OQ Supply and Delivery of Single and Tandem Axle Trucks – Multi-Year, be received;</p> <p>That the additional financing required of \$305,588.00 for these projects be financed from the Fleet Reserve - Public Works (1.32070 A331184), as outlined in Table 1 of Report PUR2025-003; and</p> <p>That Purchasing be authorized to issue a purchase order.</p>	
11.1.6	CS2025-005	144 - 146
	<p>Release of Fenelon Falls Legacy CHEST Funds LeAnn Donnelly, Executive Assistant, Community Services</p> <p>That Report CS2025-005, Release of Fenelon Falls Legacy C.H.E.S.T. Funds, be received; and,</p> <p>That the Fenelon Falls Grannies be approved for funding in the amount of \$2,700.00 with the allocation to come from the Fenelon Falls Legacy C.H.E.S.T. Reserve (3.24350).</p>	
11.1.7	BP2025-001	147 - 161
	<p>Electric Vehicle Chargers Installation James Smith, Manager, Building and Property</p>	

	<p>That Report BP2025-001, Electric Vehicle Charger Installation, be received; and</p> <p>That funding to an upset limit of \$450,000.00 be provided from the Capital Contingency Reserve for the purchase and installation of two Electric Vehicle Charging Units to service and support 5 municipal fleet electric vehicles to be acquired in 2025.</p>	
11.1.8	<p>PR2025-006</p> <p>50-50 Community Project Capital Fund Shelley Cooper, Community Partnership and Programs Supervisor</p> <p>That Report PR2025-006, 50-50 Community Project Capital Fund, be received for information only.</p>	162 - 165
11.1.9	<p>PR2025-007</p> <p>Community Partnership and Development Fund Shelley Cooper, Community Partnership and Programs Supervisor</p> <p>That Report PR2025-007, Community Partnership and Development Fund, be received for information only.</p>	166 - 173
11.1.10	<p>HS2025-002</p> <p>Social Services Service Plan 2025-2029 Janine Mitchell, Manager, Human Services</p> <p>That Report HS2025-002, Social Services Service Plan 2025 - 2029, be received; and</p> <p>That this report be submitted to the Ministry of Children, Community and Social Services, as required.</p>	174 - 222
11.1.11	<p>WWW2025-002</p> <p>2024 Annual Waterworks Summary Report Julie Henry, Quality Management and Policy Coordinator</p> <p>Note: Please visit the City of Kawartha Lakes Website at https://www.kawarthalakes.ca/en/municipal-services/water-wastewater-report-appendices-march-18-2025.aspx to view the Appendices to Report WWW2025-002</p>	223 - 233

That Report WWW2025-002, 2024 Annual Waterworks Summary Report, be received in accordance with reporting requirements of Ontario Regulation 170/03 Schedule 22 and Section 11 under the Safe Drinking Water Act, 2002, for the following municipal residential drinking water systems (DWS) owned by the City of Kawartha Lakes:

- Birch Point Estates Drinking Water System
- Bobcaygeon Drinking Water System
- Canadiana Shores Drinking Water System
- Fenelon Falls Drinking Water System
- Janetville Drinking Water System
- King's Bay Drinking Water System
- Kinmount Drinking Water System
- Lindsay Drinking Water System
- Manilla (Woods of Manilla) Drinking Water System
- Manorview Drinking Water System
- Mariposa Estates Drinking Water System
- Norland Drinking Water System
- Omemee Drinking Water System
- Pinewood Drinking Water System
- Pleasant Point Drinking Water System
- Sonya Drinking Water System
- Southview Estates Drinking Water System
- Victoria Place Drinking Water System
- Western Trent/Palmina Drinking Water System
- Woodfield Drinking Water System
- Woodville Drinking Water System

11.1.12

RD2025-001

234 - 309

Review of Right of Way Responsibilities and the Cost of Entrance Infrastructure

Chris Porter, Manager, Roads Operations

That Report RD2024-001, Review Right-of-Way Responsibilities and the Cost of Entrance Infrastructure, be received.

11.2 Items Extracted from Consent

12. Petitions

13. Other or New Business

14. By-Laws

That the By-Laws shown in Section 14.1 of the Agenda, namely: Items 14.1.1 to and including 14.1.8 be read a first, second and third time, passed, numbered, signed and the corporate seal attached.

14.1 By-Laws by Consent

14.1.1 CC2025-04.14.1.1 310 - 312

By-Law to Stop Up, Close, and Sell Part of Fell's Point Road, being Part of Lot 32, Concession 11, Fenelon, City of Kawartha Lakes, Designated as Parts 3 and 4 on Reference Plan 57R-11044 (91 Fell's Point Road, Fenelon)

14.1.2 CC2025-04.14.1.2 313 - 315

By-Law to Stop Up, Close, and Sell Part of Fell's Point Road, being Part of Lot 32, Concession 11, Fenelon, City of Kawartha Lakes, Designated as Parts 1 and 2 on Reference Plan 57R-11044 (95 Fell's Point Road, Fenelon)

14.1.3 CC2025-04.14.1.3 316 - 317

By-Law to Establish Part of Lot 15 Concession 9; Part 4 on Plan 57R-10953; City of Kawartha Lakes as Public Highway

14.1.4 CC2025-04.14.1.4 318 - 319

By-Law to Authorize the Acquisition of the Property Legally Described as Part of Lot 27 Concession 4, Fenelon; City of Kawartha Lakes, being Parts 1 and 2 on Registered Plan 57R-11254 (Part of PIN: 63165-0567 (LT))

14.1.5	CC2025-04.14.1.5	320 - 322
	By-Law to Stop Up and Close Part of the Original Shore Road Allowance Lying in Front of Lot 23, Concession 3 Along Lake Dalrymple, Carden; City of Kawartha Lakes, Further Described as Part 1 on Plan 57R-11197 and to Authorize the Sale of the Land to the Abutting Owner (183 McCrackin Avenue)	
14.1.6	CC2025-04.14.1.6	323 - 328
	A By-Law to Designate 19 Third Street, Village of Sturgeon Point in the City of Kawartha Lakes as Being of Cultural Heritage Value or Interest under Part IV of the Ontario Heritage Act	
14.1.7	CC2025-04.14.1.7	329 - 333
	By-Law to Amend the City of Kawartha Lakes Official Plan to Re-designate Land within the City of Kawartha Lakes (2475 Housey's Rapids Road)	
14.1.8	CC2025-04.14.1.8	334 - 336
	By-Law to Amend the Township of Dalton Zoning By-law No. 10-77 to Rezone Land within the City of Kawartha Lakes(2475 Housey's Rapids Road)	
14.2	By-Laws Extracted from Consent	
15.	Notice of Motion	
16.	Closed Session	
16.1	Adoption of Closed Session Agenda	
16.2	Disclosure of Pecuniary Interest in Closed Session Items	
16.3	Move Into Closed Session	
	That Council convene into closed session at ____ p.m. pursuant to Section 239(2) of the Municipal Act, S.O. 2001 s.25, in order to consider matters identified in Section 16.3 of the Regular Council Meeting Agenda of Tuesday, March 18, 2025, namely Items 16.3.1 to and including 16.3.3.	

16.3.1 CC2025-04.16.3.1

Confidential Closed Session Minutes, Regular Council Meeting of February 18, 2025
Municipal Act, 2001 s.239(2)(b) Personal matters About Identifiable Individuals
Municipal Act, 2001 s.239(2)(c) Proposed or Pending Acquisition or Disposition of Land 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

16.3.2 HS2025-001

Service Management Contract Renewal for Victoria Manor
Municipal Act, 2001 s.239(2)(b) Personal Matters About an Identifiable Individual, including Municipal or Local Board Employees
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
Cheryl Faber, Director, Human Services

16.3.3 PLAN2025-019

Planning Advisory Committee Public Appointment
Municipal Act, 2001 s.239(2)(b) Personal Matters About Identifiable Individuals
Leah Barrie, Director, Development Services

17. **Matters from Closed Session**

18. **Confirming By-Law** 337 - 337

By-Law to Confirm the Proceedings of the Regular Council Meeting of March 18, 2025

19. **Adjournment**

The Corporation of the City of Kawartha Lakes

Minutes

Regular Council Meeting

CC2025-03

Tuesday, February 18, 2025

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 Pat Warren

Councillor Emmett Yeo

Vacancy - Ward 5

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**Please contact 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. Councillors D. Joyce, M. Perry, T. Richardson and P. Warren were in attendance in Council Chambers.

Deputy Mayor C. McDonald and Councillor E. Yeo were in attendance electronically.

Councillor R. Ashmore was absent.

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

City Solicitor R. Carlson and Manager of Revenue and Taxation L. Liotti were in attendance electronically.

2. Opening Ceremonies

2.1 O Canada

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

2.2 Moment of Silent Reflection

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

2.3 Adoption of Open Session Agenda

CR2025-041

Moved By Councillor Richardson

Seconded By Councillor Warren

That the Agenda for the Open Session of the Regular Council Meeting of Tuesday, February 18, 2025, be adopted as circulated and with the following amendments:

Additions:

Item 6.1 being a deputation by James R. Webster regarding the Growth Management Strategy (2025)

Item 14.1.20 being a By-Law to Deem Part of a Plan of Subdivision, Previously Registered for Lands within the City of Kawartha Lakes, not to be a Registered Plan of Subdivision in Accordance with the Planning Act, Described as Lots 34-

36, Plan 139; Part of Lots 38-39, Plan 139, and Lot 37, Plan 139; Kawartha Lakes

Carried

3. Disclosure of Pecuniary Interest

There were no declarations of pecuniary interest disclosed.

4. Notices and Information by Members of Council and Staff

4.1 Council

Councillor Richardson:

- Residents were encouraged to enjoy outdoor snow related activities this winter season;
- The Janetville Community Centre will be hosting a live music event featuring Two for the Show on February 22nd;
- The Janetville Community Centre will be hosting a Community Day Event on June 25th. The event will include musicians, bands and an assortment of vendors;
- The Manvers Swans will be hosting a Euchre Night at the Bethany United Church on February 22nd; and
- Words of appreciation were extended to the City's Public Works Division for all of their snow removal efforts. They have been working tirelessly to remove the snow and their hard work is appreciated.

Councillor Warren:

- Words of appreciation were extended to the City's Public Works Division for their snow removal efforts;
- A Valentine's Day Dinner was held at Aspira Kawartha Lakes Retirement Living on February 14; and
- Frost Fest was held at Kawartha Settlers Village on from February 14th to February 17th; words of appreciation were extended to the organizers of the event.

Councillor Joyce:

- March Break is coming up and the Kawartha Lakes Public Library will be hosting a series of "March Break Make It" workshop activities for children that focus on creative hands on activities. Residents were encouraged to contact their local library branch for more information; and
- The Little Britain Community Association held their second annual curling bonspiel in early February; the event focuses on fun and camaraderie. The event also raised \$300.00 for good works within the Little Britain Area.

Deputy Mayor McDonald:

- Words of appreciation were extended to the Public Works Division. The large amount of snow has posed a challenge and staff are working to address the snow accumulation.

Mayor Elmslie:

- Mayor Elmslie affirmed that Canada is now for sale; and
- Words of appreciation were extended to the Public Works Division for all of their snow removal efforts. It was noted that staff are actively working to clear the snow from sidewalks in Lindsay.

4.2 Staff

Section 6 was moved up on the Agenda.

6. Deputations

6.1 CC2025-03.6.1

Growth Management Strategy (2025) Relating to Item 9.3.5 on the Agenda

James R. Webster

Jim Webster expressed concern relating to the Growth Management Strategy (2025). He noted that the parcel of land that he owns in the Fenelon Falls area has not been included as a preliminary preferred site within the Growth Management Strategy (2025). He outlined that he could not explain why his parcel of land, commonly referred to as the Black Bear Estates property, had been omitted from the Growth Management Strategy (2025) and expressed concerned about that omission.

CR2025-042

Moved By Councillor Perry

Seconded By Councillor Warren

That the deputation of James R. Webster, **regarding the Growth Management Strategy (2025)**, be received.

Carried

5. Council Minutes

Regular Council Meeting, January 28, 2025

CR2025-043

Moved By Deputy Mayor McDonald

Seconded By Councillor Richardson

That the Minutes of the Regular Council Meeting of January 28, 2025, be received and adopted.

Carried

7. Correspondence

7.1 CC2025-03.7.1

Eastern Ontario Wardens' Caucus Support of Canadian and Ontario Governments' Negotiations with the United States Government on Trade Tariffs

Bonnie Clark, Chair, Eastern Ontario Wardens' Caucus

CR2025-044

Moved By Councillor Joyce

Seconded By Councillor Perry

That the correspondence from Bonnie Clark, Chair of the Eastern Ontario Wardens' Caucus, **regarding the Eastern Ontario Wardens' Caucus Support of Canadian and Ontario Governments' Negotiations with the United States Government on Trade Tariffs**, be received.

Carried

8. Presentations

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, February 4, 2025

CR2025-045

Moved By Councillor Richardson

Seconded By Councillor Yeo

That the Minutes of the Committee of the Whole Meeting of February 4, 2025 be received and the recommendations, included in Section 9.3 of the Agenda, be adopted, save and except for Items 9.3.5, 9.3.11, 9.3.12 and 9.3.13.

Carried

9.3 Business Arising from Committee of the Whole Minutes

9.3.1 CW2025-018

That the deputation of Jim Webster and David Johnston, **regarding the Growth Management Strategy (2025)**, be received.

Carried

9.3.2 CW2025-019

That the deputation of Matthew Corey, of Malone Given Parsons Ltd., **regarding the Growth Management Strategy (2025)**, be received.

Carried

9.3.3 CW2025-020

That the correspondence from Matthew Cory, of Malone Given Parsons Ltd., **regarding Growth Management Strategy Update - Report PLAN2025-012**, be received.

Carried

9.3.4 CW2025-021

That the presentation by Jamie Cook, Managing Partner with Watson & Associates Economists Ltd., Shaila Taku, Consultant with Watson & Associates Economists Ltd., and Rory Baksh, Partner with Dillon Consulting Limited, **regarding the Growth Management Strategy (2025)**, be received.

Carried

9.3.6 CW2025-023

That the presentation by Corby Purdy, Manager of Infrastructure, Design and Construction, and Abe Khademi, of TYLin, **regarding the Water and Wastewater Servicing and Capacity Master Plan Study**, be received.

Carried

9.3.7 CW2025-024

That the presentation by Rebecca Mustard, Manager of Economic Development and Sandy Greenberg, Economic Development Officer - Small Business Program, **regarding the Starter Company PLUS Entrepreneurship Program and the Graduates of 2024**, be received.

Carried

9.3.8 CW2025-025

That Report ENG2025-002, **2025 Water and Wastewater Servicing and Capacity Master Plan Study Completion**, be received;

That the 2025 Water and Wastewater Servicing and Capacity Master Plan Study Completion in the form attached as Appendix A to the Report ENG2025-002 be endorsed by Council as the City of Kawartha Lakes' long-term servicing strategy and policy direction; and

That Staff be authorized to publish the notice of completion of the Municipal Class Environmental Assessment (Class EA) Planning and Design process for the Water and Wastewater Servicing and Capacity Master Plan Study, and file the Class EA Project File Report for the legislated 30-day comment period.

Carried

9.3.9 CW2025-026

That the deputation of James Blair, **regarding a Request for an Award Drain Educational and Identification Program**, be received.

Carried

9.3.10 CW2025-027

That the deputation of Danielle Marcoux-Hunter, Landowner and Community Specialist for Kawartha Conservation, **regarding the Kawartha Water Fund Landowner Grant Program**, be received.

Carried

9.3.14 CW2025-031

That the presentation by Michael Farquhar, Manager of Engineering - Technical Services, **regarding the Transportation Master Plan Update**, be received.

Carried

9.3.15 CW2025-032

That Report ENG2025-007, **2025 Transportation Master Plan Update – Study Completion**, be received;

That the 2025 Transportation Master Plan Update in the form attached as Appendix A to Report ENG2025-007 be endorsed by Council as the City of Kawartha Lakes' long-term transportation strategy and policy direction; and

That Staff be authorized to publish the notice of completion of the Municipal Class Environmental Assessment (Class ER) Planning and Design process for the 2025 Transportation Master Plan Update, and file the Class EA file Project File Report for the legislated 30-day comment period.

Carried

9.3.16 CW2025-033

That Report ED2025-003, **Proposed Heritage Designation of 635 Drum Road, Geographic Township of Manvers (Pontypool Presbyterian Manse)**, be received;

That the Municipal Heritage Committee's recommendation to designate 635 Drum Road 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, consultation with the property owner and preparation of the designating by-laws.

Carried

9.3.17 CW2025-034

That Report WWW2025-001, **Drinking Water Quality Management System Annual Summary and Review**, be received;

That the City of Kawartha Lakes Water and Wastewater Division (as the accredited Operating Authority) Quality Management System Policy Statements be received;

That the Ontario Clean Water Agency (OCWA), as the second accredited Operating Authority, Quality Management System Policy Statements be received;

That the external audit report for the City of Kawartha Lakes Water and Wastewater Division be received;

That the external audit report for the Ontario Clean Water Agency be received;

That the Water and Wastewater Division Management Review Summary be received; and

That the Ontario Clean Water Agency Management Review Summary be received.

Carried

9.3.18 CW2025-035

That the Memorandum from Councillor Warren regarding, **Support of Requests for the Redistribution of the Provincial Land Transfer Tax and GST**, be received;

That the City of Kawartha Lakes support the resolution from the Town of Aurora requesting the Provincial Government to reconsider distributing a portion of the Land Transfer Tax collected on property transactions to municipalities and calling on the Federal Government to allocate a percentage of the GST collected on property sales to municipalities; and

That a copy of this recommendation be sent to the Prime Minister, the Premier of Ontario, the Ontario Minister of Finance, the Minister of Municipal Affairs and Housing, Jamie Schmale MP, Laurie Scott MPP, and the Association of Municipalities of Ontario (AMO).

Carried

9.4 Items Extracted from Committee of the Whole Minutes

9.3.5 CW2025-022

Moved By Councillor Perry

Seconded By Councillor Warren

That the following sentence be added to section 9.3.2 of the Growth Management Strategy (2025):

"This preliminary preferred site identified in Fenelon Falls and Bobcaygeon do not prejudice any applications of interested land owners."

Motion Failed

CR2025-046

Moved By Councillor Richardson

Seconded By Deputy Mayor McDonald

That Report PLAN2025-012, **Growth Management Strategy (2025)**, be received; and

That the Growth Management Strategy (2025), substantially in the form attached as Appendix A to Report PLAN2025-012 be endorsed, as input into the City's Official Plan review, and updated population and employment forecasts for the City of Kawartha Lakes to 2051.

Carried

9.3.11 CW2025-028

CR2025-047

Moved By Councillor Yeo

Seconded By Councillor Warren

That the planning inquiry from Mary Yvonne Carroll, **regarding 121 Autumn Lane, Kirkfield**, be referred to staff for review and report back to Council, by the Regular Council Meeting of April 22, 2025, with the options that are available to allow the residential use of the property.

Carried

CR2025-048

Moved By Councillor Yeo

Seconded By Councillor Perry

That the deputation of Mary Yvonne Carroll, **regarding a Planning Inquiry Regarding 121 Autumn Lane, Kirkfield**, be received.

Carried

9.3.12 CW2025-029

CR2025-049

Moved By Deputy Mayor McDonald

Seconded By Councillor Richardson

That the request from Mackenzie Baker and Devon Thompson for a water bill reduction for 55 Colborne Street East, Lindsay, be referred to Staff for review and report back to Council by the Regular Council Meeting of April 22, 2025.

Carried

CR2025-050

Moved By Deputy Mayor McDonald

Seconded By Councillor Richardson

That the deputation of Mackenzie Baker, **regarding a Request for a Water Bill Reduction for 55 Colborne Street East, Lindsay**, be received.

Carried

9.3.13 CW2025-030

CR2025-051

Moved By Councillor Warren

Seconded By Councillor Perry

That the deputation of Manley Lavender, **regarding an Overview of the Challenges and the Impact that the Rare Disease Community has on the City of Kawartha Lakes Economy**, be received.

Carried

10. Planning Advisory Committee

10.1 Correspondence Regarding Planning Advisory Committee Recommendations

10.2 Planning Advisory Committee Minutes

Planning Advisory Committee Meeting, February 5, 2025

CR2025-052

Moved By Councillor Warren

Seconded By Councillor Richardson

That the Minutes of the Planning Advisory Committee Meeting of February 5, 2025, 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 PAC2025-013

That Report PLAN2025-010, **Application to Amend the Township of Emily Zoning By-law 1996-30 at 757 Meadowview Road, Omemee - 1708673 Ontario Limited (Bell)**, be received for information;

That a Zoning By-law Amendment respecting application D06-2025-001, substantially in the form attached as Appendix D to Report PLAN2025-010, be approved and adopted by Council; and

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

Carried

10.3.2 PAC2025-014

That Report PLAN2025-011, **Application to Amend the Township of Mariposa Zoning By-law 94-07 at 14657 Simcoe Street, Manilla - McPhaden**, be received for information;

That a Zoning By-law Amendment respecting application D06-2024-026, substantially in the form attached as Appendix D to Report PLAN2025-011, be approved and adopted by Council; and

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

Carried

10.3.3 PAC2025-015

That Report PLAN2025-013, **Application to Amend the Township of Manvers Zoning By-law 87-06 at 456 Lifford Road, Bethany - Shea**, be received for information;

That a Zoning By-law Amendment respecting application D06-2024-006, substantially in the form attached as Appendix D to Report PLAN2025-013, be approved and adopted by Council; and

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

Carried

10.3.4 PAC2025-016

That Report PLAN2025-014, **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;

That a Zoning By-law Amendment respecting application D06-2024-018, substantially in the form attached as Appendix D to Report PLAN2025-014, be approved and adopted by Council;

That an Official Plan Amendment respecting application D01-2024-006, substantially in the form attached as Appendix E to Report PLAN2025-014, be approved and adopted by Council; and

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

Carried

10.3.5 PAC2025-017

That Report ENG2025-008, **Assumption of Woodland Hills Subdivision, Manvers**, be received;

That the Assumption of Woodland Hills Subdivision, geographic Township of Manvers, City of Kawartha Lakes, be approved;

That an Assumption By-Law, substantially in the form attached as Appendix A to Report ENG2025-008 be approved and adopted by Council; and

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

Carried

10.4 Items Extracted from Planning Advisory Committee Minutes

11. Consent Matters

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

Councillor Richardson Items 11.1.1 and 11.1.2

Councillor Joyce Item 11.1.5

Moved By Councillor Joyce
Seconded By Councillor Warren

That all of the proposed resolutions shown in Section 11.1 of the Agenda, save and except for Items 11.1.1, 11.1.2 and 11.1.5, be approved and adopted by Council in the order that they appear on the agenda and sequentially numbered.

Carried

11.1 Reports

11.1.1 CAO2025-003

Partnership Agreement - Kawartha Lakes Museum & Archives

Ron Taylor, Chief Administrative Officer

CR2025-055

Moved By Councillor Richardson

Seconded By Councillor Warren

That Report CAO2025-003, **Partnership Agreement – Kawartha Lakes Museum & Archives**, be received;

That the Partnership Agreement, substantially in the form provided in Appendix A to Report CAO2025-003, be approved; and

That the Mayor and Clerk be authorized to execute the Partnership Agreement with the Kawartha Lakes Museum & Archives.

Carried

11.1.2 CAO2025-004

Partnership Agreement - Kawartha Lakes Art Gallery

Ron Taylor - Chief Administrative Officer

CR2025-056

Moved By Councillor Richardson

Seconded By Councillor Joyce

That Report CAO2025-004, **Partnership Agreement – Kawartha Art Gallery**, be received;

That the Partnership Agreement, substantially in the form provided in Appendix A to Report CAO2025-004, be approved; and

That the Mayor and Clerk be authorized to execute the Partnership Agreement with the Kawartha Art Gallery.

Carried

11.1.3 CLK2025-002

ADR Chambers, Integrity Commissioner Amending Agreement

Cathie Ritchie, City Clerk

CR2025-053

That Report CLK2025-002, **ADR Chambers, Integrity Commissioner Amending Agreement**, be received; and

That the Mayor and City Clerk be authorized to execute the Amending Agreement between the Corporation of the City of Kawartha Lakes and ADR Chambers Inc. to secure the continued service of Charles A. Harnick, of ADR Chambers Inc., as the City of Kawartha Lakes Integrity Commissioner fulfilling all statutory requirements pursuant to the Municipal Act and the Municipal Conflict of Interest Act.

Carried

11.1.4 CORP2025-002

High Water Bill Relief - 29 Wellington Street, Lindsay

Linda Liotti, Manager, Revenue and Taxation

CR2025-054

That Report CORP2025-005, **High Water Bill Relief – 29 Wellington Street - Lindsay**, be received; and

That Council deny the request for financial relief of the high water bill incurred at 29 Wellington Street, Lindsay, and billed during the period November 1, 2023 to January 31, 2024.

Carried

11.1.5 CORP2025-005

Municipal Credit Rating

Sandra Shorkey, Supervisor-Treasury

CR2025-057

Moved By Councillor Joyce

Seconded By Councillor Perry

That Report CORP2025-005, **Municipal Credit Rating**, be received;

That Staff be directed to continue to utilize Infrastructure Ontario for debenture financing; and

That Staff be directed to not pursue a credit rating at this time.

Carried

11.2 Items Extracted from Consent

12. Petitions

13. Other or New Business

14. By-Laws

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

CR2025-058

Moved By Councillor Richardson

Seconded By Councillor Joyce

That the By-Laws shown in Section 14.1 of the Agenda, namely: Items 14.1.1 to and including 14.1.20 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 2025-016

By-Law to Amend By-Law 2021-162, being a By-Law to Regulate Water and Wastewater Services in the City of Kawartha Lakes

14.1.2 By-Law 2025-017

By-Law to Amend the Town of Emily Zoning By-Law No. 1996-30 to Rezone Land within the City of Kawartha Lakes (757 Meadowview Road - 1708673 Ontario Limited)

14.1.3 By-Law 2025-018

By-Law to Amend the Township of Mariposa Zoning By-Law No. 94-07 to Rezone Land within the City of Kawartha Lakes (14657 Simcoe Street - McPhaden)

14.1.4 By-Law 2025-019

By-Law to Amend the Township of Manvers Zoning By-Law 87-06 to Rezone Land within the City of Kawartha Lakes (456 Lifford Road - Shea)

14.1.5 By-Law 2025-020

By-Law to Amend the Township of Fenelon Zoning By-law No. 12-95 to Rezone Land within the City of Kawartha Lakes (4544 Highway 35)

14.1.6 By-Law 2025-021

By-Law to Amend the City of Kawartha Lakes Official Plan to Re-designate Land within the City of Kawartha Lakes (4544 Highway 35)

14.1.7 By-Law 2025-022

By-Law to Assume Country Place and Tall Cedar Lane, Registered Plan 57M-807, and Country Place and Horizon Court, Registered Plan 57M-810, Woodland Hills Subdivision, Geographic Township of Manvers, The Corporation of the City of Kawartha Lakes

14.1.8 By-Law 2025-023

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

14.1.9 By-Law 2025-024

By-Law to Appoint a Municipal Law Enforcement Officer for Limited Enforcement Purposes (Kerr, S.) (Trail Enforcement)

14.1.10 By-Law 2025-025

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

14.1.11 By-Law 2025-026

By-Law to Appoint a Municipal Law Enforcement Officer for Limited Enforcement Purposes (Pellow, C.) (Trail Enforcement)

14.1.12 By-Law 2025-027

By-Law to Appoint a Municipal Law Enforcement Licensing Clerk (Woodcock, K.)

14.1.13 By-Law 2025-028

By-Law to Appoint a Municipal Law Enforcement Licensing Clerk (Desormeaux, A.)

14.1.14 By-Law 2025-029

By-Law to Appoint a Municipal Law Enforcement Office for Limited Enforcement Purposes (MacPherson, D.) (Parking Enforcement)

14.1.15 By-Law 2025-030

By-Law to Approve the Submission of an Application to Ontario Infrastructure and Lands Corporation ("OILC") for the Long-Term Financing of Certain Capital Work(s) of the Corporation of the City of Kawartha Lakes (the "Municipality"); and to Authorize the Entering into of a Rate Offer Letter Agreement Pursuant to which the Municipality will Issue Debentures to OILC

14.1.16 By-Law 2025-031

By-Law to Repeal By-Law 2024-213, being a By-Law Approve the Submission of an Application to Ontario Infrastructure and Lands Corporation ("OILC") for the Long-Term Financing of Certain Capital Work(s) of The Corporation of the City of Kawartha Lakes ("the Municipality"); and to Authorize the Entering Into of a Rate Offer Letter Agreement Pursuant to which the Municipality will Issue Debentures to "OILC"

14.1.17 By-Law 2025-032

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

14.1.18 By-Law 2025-033

By-Law to Authorize the Sale of Municipally Owned Property Legally Described as Lot 37 on Plan 139; Kawartha Lakes, being PIN: 63275-0162 (LT) to the Abutting Owner

14.1.19 By-Law 2025-034

By-Law to Amend By-Law 2018-234, being a By-Law to Establish and Require Payment of Fees for Information, Services, Activities and Use of City Property in The City of Kawartha Lakes (known as the Consolidated Fees By-law)

14.1.20 By-Law 2025-035

By-Law to Deem Part of a Plan of Subdivision, Previously Registered for Lands Within the City of Kawartha Lakes, Not to Be a Registered Plan of Subdivision in Accordance with the Planning Act, Described as Lots 34-36 Plan 139; Part of Lots 38-39 Plan 139 as in R164037; Kawartha Lakes, being PIN: 63275-0160 (LT) and Lot 37 Plan 139; Kawartha Lakes, being PIN: 63275-0162 (LT)

14.2 By-Laws Extracted from Consent

15. Notice of Motion

16. Closed Session

16.1 Adoption of Closed Session Agenda

CR2025-059

Moved By Councillor Warren

Seconded By Councillor Richardson

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

CR2025-060

Moved By Deputy Mayor McDonald

Seconded By Councillor Joyce

That Council convene into closed session at 2:14 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, February 18, 2025, 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 January 28, 2025 were approved.

Item 16.3.2

Council provided direction to Staff with regards to the acquisition of land along County Road 121, Fenelon Falls.

Item 16.3.3

An appraisal and counter offer for the shoreline road allowance adjacent to 203 Avery Point Road, Sebright was provided to Council. Council provided instruction to Staff.

Item 16.3.4

Council provided direction regarding the acquisition of land along Lindsay Street South, Lindsay.

Item 16.3.5

The City Solicitor provided information to Council with respect to nuisance occasioned to Kagawong Road as a result of a beaver dam located on private property. The City Solicitor was provided instruction to commence litigation to permit entry by City staff or City agents onto private property to remove a beaver and beaver dam, or otherwise to do works, to reduce water levels so as to ameliorate the impacts of high water levels on Kagawong Road.

18. Confirming By-Law

By-Law to Confirm the Proceedings of the Regular Council Meeting of February 18, 2025

CR2025-067

Moved By Councillor Joyce

Seconded By Councillor Richardson

That a by-law to confirm the proceedings of a Regular Council Meeting held Tuesday, February 18, 2025 be read a first, second and third time, passed, numbered, signed and the corporate seal attached.

Carried

19. Adjournment

CR2025-068

Moved By Councillor Yeo

Seconded By Councillor Warren

That the Council Meeting adjourn at 2:59 p.m.

Carried

Read and adopted this 18th day of March, 2025.

Doug Elmslie, Mayor

Cathie Ritchie, City Clerk

The Corporation of the City of Kawartha Lakes

Minutes

Committee of the Whole Meeting

COW2025-03
Tuesday, March 4, 2025
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 Pat Warren
Councillor Emmett Yeo
Vacancy - Ward 5

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

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

1. Call to Order

Mayor Elmslie called the Meeting to order at 10:00 a.m. Deputy Mayor C. McDonald and Councillors D. Joyce, M. Perry and T. Richardson were in attendance in Council Chambers.

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

Councillor R. Ashmore was absent.

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

Director J. Rojas, City Solicitor R. Carlson were in attendance electronically.

2. Adoption of Agenda

CW2025-037

Moved By Deputy Mayor McDonald

Seconded By Councillor Richardson

That the Agenda for the Committee of the Whole of Tuesday, March 4, 2025, be adopted as circulated.

Carried

3. Disclosure of Pecuniary Interest

There were no declarations of pecuniary interest disclosed.

4. Deputations

4.1 COW2024-03.4.1

Analysis of Ticketing Data from Customer Service for the City of Kawartha Lakes

David Webb

David Webb provided an overview of the analysis that he completed to review ticketing data from the City's Customer Service Division. He noted that his analysis was limited to the information that he could acquire, in compliance with the Municipal Freedom of Information and Protection of Privacy Act, and encouraged Council to allow him to continue with his analysis of the municipality.

CW2025-038

Moved By Councillor Joyce

Seconded By Councillor Warren

That the deputation of David Webb, **regarding an Analysis of Ticketing Data from Customer Service for the City of Kawartha Lakes**, 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 COW2025-03.6.1

Introduction to the Medical Priority Dispatch System (MPDS) and the 2024 Key Performance Indicators (KPIs) for Paramedic Service

Sara Johnston, Paramedic Chief

Dr. Michael Feldman, Sunnybrook Health Sciences Centre

Dr. Michael Feldman, of Sunnybrook Health Sciences Centre, provided an overview of the Medical Priority Dispatch System ("MPDS") which is a dispatch tool that provides an accurate way of assessing the urgency of a call for assistance. The Medical Priority Dispatch System will determine call priority based on patient acuity and medical evidence. Calls will fall within five (5) levels of priority and the utilization of paramedic resources will be optimized.

CW2025-039

Moved By Councillor Warren

Seconded By Councillor Perry

That the presentation by Sara Johnston, Paramedic Chief, and Dr. Michael Feldman, of Sunnybrook Health Sciences Centre, **regarding an Introduction to the Medical Priority Dispatch System (MPDS)**, be received; and

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

Carried

Sara Johnston, Paramedic Chief, provided an overview of the 2024 key performance indicators for Paramedic Services. The overview detailed call volume and demand, response time performance, per capita service demand, system utilization, cross border volumes, system design, advanced care paramedic response, finance and funding measures, fleet measures, carbon emissions measures, public satisfaction, occupational health and safety and human resource measures within Paramedic Services.

CW2025-040

Moved By Councillor Richardson

Seconded By Deputy Mayor McDonald

That the presentation by Sara Johnston, Paramedic Chief, **regarding the 2024 Key Performance Indicators (KPIs) for Paramedic Service**, be received; and

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

Carried

6.1.1 Report EMS2025-001

Paramedic Service Operational Key Performance Indicators

Sara Johnston, Paramedic Chief

CW2025-041

Moved By Councillor Yeo

Seconded By Councillor Perry

That Report EMS2025-001, **Paramedic Service Operational Key Performance Indicators**, be received; and

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

Carried

6.2 COW2025-03.6.2

Customer Experience Strategy Update Presentation

Brandon Clarkson, Manager, Customer Service

Brandon Clarkson, Manager of Customer Service, provided an overview of the Customer Experience Strategy. The Customer Experience Strategy is the framework that is designed to align City services with community needs by enhancing interactions and fostering positive relationships. The Strategy

establishes a structured, accountable and transparent approach to customer experience improvements. The overview included a detailed description of the elements within the Strategy, being the Corporate Customer Service Standards (with Division Service Targets), Customer Service Toolkits, the Customer Conduct Management Directive and the Corporate Complaints Handling Policy.

CW2025-042

Moved By Deputy Mayor McDonald

Seconded By Councillor Joyce

That the presentation by Brandon Clarkson, Manager of Customer Service, **regarding a Customer Experience Strategy Update**, be received; and

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

Carried

6.2.1 Report CS2025-003

Customer Experience Strategy Update

Brandon Clarkson, Manager of Customer Service

CW2025-043

Moved By Councillor Yeo

Seconded By Councillor Richardson

That Report CS2025-003, **Customer Experience Strategy Update**, be received; and

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

Carried

6.3 COW2025-03.6.3

2024 Annual Update Presentation for the Customer Service Division

Brandon Clarkson, Manager of Customer Service

Brandon Clarkson, Manager of Customer Service, provided the 2024 Annual Update for the Customer Service Division. The Customer Service Division is committed to providing high-quality, accessible, and efficient service through multiple channels, ensuring residents, businesses and visitors receive timely assistance and support. The annual update highlighted divisional priorities,

achievements, and key performance metrics to ensure continued service excellence.

CW2025-044

Moved By Councillor Perry

Seconded By Councillor Warren

That the presentation by Brandon Clarkson, Manager of Customer Service, **regarding the 2024 Annual Update for the Customer Service Division**, be received; and

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

Carried

6.3.1 Report CS2025-004

2024 Annual Update - Customer Service Division

Brandon Clarkson, Manager of Customer Service

CW2025-045

Moved By Deputy Mayor McDonald

Seconded By Councillor Yeo

That Report CS2025-004, **2024 Annual Update – Customer Service Division**, be received; and

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

Carried

6.4 COW2025-03.6.4

Strategic Plan Annual Report Presentation

Brenda Stonehouse, Manager of Strategy and Innovation

Brenda Stonehouse, Manager of Strategy and Innovation, provided the annual update report on the 2024-2027 Strategic Plan. The update outlined that significant progress was made on many areas of the Strategic Plan during the first year of its implementation. Corporate priorities for 2025 will be established in alignment with the Strategic Plan and progress will be tracked.

CW2025-046

Moved By Councillor Richardson

Seconded By Councillor Joyce

That the presentation by Brenda Stonehouse, Manager of Strategy and Innovation, **regarding the Strategic Plan Annual Report**, be received; and

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

Carried

6.4.1 Report CORP2025-004

Strategic Plan Annual Report

Brenda Stonehouse, Manager of Strategy and Innovation

CW2025-047

Moved By Deputy Mayor McDonald

Seconded By Councillor Perry

That Report CORP2025-004, **Strategic Plan Annual Report**, be received; and

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

Carried

7. The Meeting Shall Recess at 12:00p.m. and Reconvene at 1:00p.m.

The Meeting recessed at 12:15 p.m.

Mayor Elmslie reconvened the Meeting at 1:00 p.m. with Deputy Mayor McDonald and Councillors D. Joyce, M. Perry and T. Richardson in attendance in Council Chambers.

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

Councillor R. Ashmore was absent.

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

Director J. Rojas, City Solicitor R. Carlson and Manager of Municipal Law Enforcement and Licensing A. Sloan were in attendance electronically.

Councillor T. Richardson provided words in recognition of International Women's Day, held on March 8, 2025. Councillor Richardson encouraged everyone to continue to support the women in their lives and noted that Kawartha Lakes is proud to support the positive progress that has been made and will continue to do so.

8. Deputations

8.1 COW2025-03.8.1

Commemoration of the Nine Ships of 1825 Bicentennial Project

Mary Jane Connell

Brendan Moher

Brendan Moher and Mary Jane Connell provided an overview of the initiatives that are underway to commemorate the bicentennial anniversary of the Peter Robinson led Irish Emigration of 1825 to the City of Kawartha Lakes area. The commemoration events are being led by the board members of Nine Ships 1825 Inc. and by the Peter Robinson Settlers of Downeyville 1825 Committee. They provided an overview of the significance held by the bicentennial anniversary and encouraged Council to participate in the commemoration events that are being held throughout 2025.

CW2025-048

Moved By Councillor Perry

Seconded By Councillor Richardson

That the deputation of Mary Jane Connell and Brendan Moher, **regarding the Commemoration of the Nine Ships of 1825 Bicentennial Project**, be received; and

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

Carried

8.2 COW2025-03.8.2

Request to Purchase a Portion of Road Allowance Adjacent to 357 Alvar Road, Kirkfield

Courtney Baker, Office and Acquisition Coordinator, Couchiching Conservancy

Courtney Baker, Office and Acquisition Coordinator with the Couchiching Conservancy, provided an overview of the request to purchase a portion of road allowance adjacent to 357 Alvar Road in Kirkfield that was submitted to the Land

Management Team. She noted that the Couchiching Conservancy would like to acquire the road allowance so fragmented land on either side of the road allowance can be consolidated. The request to purchase the road allowance was denied by the Land Management Team due to the irregular lot configuration that would result from the land purchase and she asked Council to reconsider that decision.

CW2025-049

Moved By Councillor Warren

Seconded By Councillor Yeo

That the deputation of Courtney Baker, of the Couchiching Conservancy, **regarding a Request to Purchase a Portion of Road Allowance Adjacent to 357 Alvar Road, Kirkfield**, be received; and

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

Carried

9. Correspondence

10. Presentations

11. Consent Matters

Moved By Councillor Richardson

Seconded By Deputy Mayor McDonald

That all of the proposed recommendations shown in Section 11.1 of the Agenda, save and except for Items 11.1.1, 11.1.5, 11.1.9, 11.1.10, 11.1.11, 11.1.15 and 11.1.16, 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

11.1 Reports

11.1.2 PLAN2025-017

Provincial Energy Procurement

Mark Jull, Policy Supervisor

CW2025-050

That Report PLAN2025-017, **Provincial Energy Procurement**, be received;

That Council consider energy procurement projects and issue written support through Municipal Resolution in Support of Proposal Submissions on a case-by-case basis; and

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

Carried

11.1.3 ED2025-009

Proposed Heritage Designation of 48 Main Street, Village of Bobcaygeon (J.L. Read General Store/The Promoter Building)

Emily Turner, Economic Development Officer - Heritage Planning

CW2025-051

That Report ED2025-009, **Proposed Heritage Designation of 48 Main Street, Village of Bobcaygeon (J.L. Read General Store/The Promoter Building)**, be received;

That the Municipal Heritage Committee's recommendation to designate 48 Main Street under Part IV of the Ontario Heritage Act as being of cultural heritage value or interest be endorsed;

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

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

Carried

11.1.4 ENG2025-009

Request for Petition Review - Elm Tree Road and Highway 7

Gordon Archibald, Senior Engineering Technician

CW2025-052

That Report ENG2025-009, **Request for Petition Review – Elm Tree Road and Highway 7**, be received;

That Schedule C of By-Law 2025-328, being the By-Law to Establish Speed Limits in the City of Kawartha Lakes, be amended to reduce the speed limit of Elm Tree Road from Highway 7 to a point 550m northerly to 60km/hr;

That that Schedule D of By-law 2025-328, being the By-Law to Establish Speed Limits in the City of Kawartha Lakes, be amended to reduce the speed limit of Elm Tree Road from Highway 7 to a point 500m southerly to 50km/hr; and

That Schedule C of By-Law 2005-328, being the By-Law to Establish Speed Limits in the City of Kawartha lakes, be amended to reduce the speed limit of Elm Tree Road from a point 500m south of Highway 7 to a point 760m southerly be 60km/hr;

That the necessary By-Law to amend By-Law 2025-328, being the By-Law to Establish Speed Limits in the City of Kawartha Lakes, be brought forward to Council for adoption; and

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

Carried

11.1.6 CS2025-002

Wilson Estate Update

LeAnn Donnelly, Executive Assistant, Community Services

CW2025-053

That Report CS2025-002, **Wilson Estate Update**, be received;

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

Carried

11.1.7 CEM2025-001

Kawartha Lakes Cemeteries 2024 Annual Update

LeAnn Donnelly, Executive Assistant, Community Services

CW2025-054

That Report CEM2025-001, **Kawartha Lakes Cemeteries 2024 Annual Update**, be received;

That the Kawartha Lakes Cemetery Board be dissolved;

That an annual Cemetery Operations Update Report be provided to Council by staff; and

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

Carried

11.1.8 PR2025-001

Kawartha Lakes Parks Advisory Committee Annual Update and 2025 Work Plan

LeAnn Donnelly, Executive Assistant, Community Services

CW2025-055

That Report PR2025-001, **Kawartha Lakes Parks Advisory Committee Annual Report and 2025 Work Plan**, be received; and

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

Carried

11.1.12 WM2025-002

Lindsay Ops Landfill Public Review Committee 2024 Work Summary and 2025 Work Plan

Kayla Pantaleo, Regulatory Compliance Officer

CW2025-056

That Report WM2025-002, **Lindsay Ops Landfill Public Review Committee 2024 Work Summary and 2025 Work Plan**, be received;

That the 2025 Lindsay Ops Public Review Committee Work Plan as outlined in Appendix “A” to Report WM2025-002, be approved; and

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

Carried

11.1.13 WM2025-003

Waste Management Advisory Committee 2024 Work Summary and 2025 Work Plan

Brittany Druery, Acting Waste Reduction Coordinator

CW2025-057

That Report WM2025-003, **Waste Management Advisory Committee 2024 Work Summary and 2025 Work Plan**, be received;

That the 2025 Waste Management Advisory Committee Work Plan, as outlined in Appendix “A” to Report WM2025-003, be approved; and

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

Carried

11.1.14 WM2025-004

Fenelon Landfill Public Review Committee 2024 Work Summary and 2025 Work Plan

Kayla Pantaleo, Regulatory Compliance Officer

CW2025-058

That Report WM2025-004, **Fenelon Landfill Public Review Committee 2024 Work Summary and 2025 Work Plan**, be received;

That the 2025 Fenelon Landfill Public Review Committee Work Plan, as outlined in Appendix “A” to Report WM2025-004, be approved; and

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

Carried

11.2 Items Extracted from Consent

11.1.1 PR2025-002

2024 Annual Trails Update

Ryan Smith, Manager, Parks and Recreation

CW2025-059

Moved By Deputy Mayor McDonald

Seconded By Councillor Joyce

That Report PR2025-002, **2024 Annual Trails Update**, be received; and

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

Carried

11.1.5 CLK2025-003

Terms of Reference Update for Advisory Committees, Boards and Task Forces

Sarah O'Connell, Deputy Clerk

CW2025-059

Moved By Councillor Richardson

Seconded By Deputy Mayor McDonald

That Report CLK2025-003, **Terms of Reference Update for Advisory Committees, Boards and Task Forces**, be received;

That the Terms of Reference for all Advisory Committees, Boards and Task Forces be updated to remove the establishment of working groups or sub-committees, and the holding of working meetings, from the mandate of each group;

That the Terms of Reference for the Kawartha Lakes Accessibility Advisory Committee, be amended to permit the holding of closed session, pursuant to s.239(2)(b) of the Municipal Act, 2001, for the consideration of nominations that are submitted for the Accessibility Awareness Recognition Awards Program;

That the Terms of Reference for the Kawartha Lakes Environmental Advisory Committee be amended to permit the holding of closed session, pursuant to s.239(2)(b) of the Municipal Act, 2001, for the consideration of nominations, that are submitted for the Bee A Hero Awards Program and the Environmental Hero Awards Program;

That the Term of Reference for the Kawartha Lakes Municipal Heritage Committee be amended to permit the holding of closed session, pursuant to s.239(2)(b) of the Municipal Act, 2001, for the consideration of nominations that are submitted for the Osprey Awards Program;

That the Terms of Reference for the Kawartha Lakes Accessibility Advisory Committee, the Kawartha Lakes Environmental Advisory Committee and the Kawartha Lakes Municipal Heritage Committee be amended to require that Staff report to Council, in closed session, to provide recommended award recipients to Council for consideration and approval with regard to the Accessibility Awareness Recognition Awards Program, the Bee A Hero Awards Program, the Environmental Hero Awards Program and the Osprey Awards Program; and

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

Carried

11.1.9 PLAN2025-015

Environmental Advisory Committee 2025 Work Plan

Jenna Stephens, Planning Officer, Environmental Policy

CW2025-060

Moved By Deputy Mayor McDonald

Seconded By Councillor Richardson

That Report PLAN2025-015, **Environmental Advisory Committee 2025 Work Plan**, be received;

That, the 2025 Environmental Advisory Committee Work Plan outlined in Appendix B to Report PLAN2025-015, save and except for the work group and sub-committee structure, be approved; and

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

Carried

11.1.10 ED2025-006

Agricultural Development Advisory Committee 2025 Work Plan

Kelly Maloney, Economic Development Officer - Agriculture

CW2025-061

Moved By Deputy Mayor McDonald

Seconded By Councillor Joyce

That Report ED2025-006, **Agricultural Development Advisory Committee 2025 Work Plan**, be received;

That the Agricultural Development Advisory Committee 2025 Work Plan as outlined in Appendix B to Report ED2025-006, save and except for the work group and sub-committee structure, be approved; and

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

Carried

11.1.11 ED2025-008

Municipal Heritage Committee 2025 Work Plan

Emily Turner, Economic Development Officer - Heritage Planning

CW2025-062

Moved By Councillor Richardson

Seconded By Councillor Yeo

That Report ED2025-008, **Municipal Heritage Committee 2025 Work Plan**, be received;

That the 2025 Municipal Heritage Committee Work Plan as outlined in Appendix B, save and except for the work group and sub-committee structure, be approved; and

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

Carried

11.1.15 ENG2025-010

Kawartha Lakes Airport Advisory Committee Annual Update and 2025 Work Plan

Lisa Peimann, Executive Assistant, Engineering and Corporate Assets

CW2025-063

Moved By Councillor Joyce

Seconded By Councillor Perry

That Report ENG2025-010, **Kawartha Lakes Airport Advisory Committee Annual Report and 2025 Work Plan**, be received;

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

Carried

11.1.16 CORP2025-008

Kawartha Lakes Accessibility Advisory Committee Annual Report and 2025 Work Plan

Christine Briggs, Inclusion, Diversity, Equity and Accessibility Partner

CW2025-064

Moved By Deputy Mayor McDonald

Seconded By Councillor Richardson

That Report CORP2025-008, **Kawartha Lakes Accessibility Advisory Committee Annual Update and 2025 Work Plan**, be received;

That the 2025 work plan for the Kawartha Lakes Accessibility Advisory Committee, save and except for the work group and sub-committee structure, be approved; and

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

Carried

12. New or Other Business

12.1 COW2025-03.12.1

Memorandum Regarding an Authorized Absence of a Member of Council in Accordance with s.259(1)(c) of the Municipal Act, 2001

Mayor Elmslie

CW2025-065

Moved By Deputy Mayor McDonald

Seconded By Councillor Warren

That the Memorandum from Mayor Elmslie, **regarding an Authorized Absence of a Member of Council in Accordance with s.259(1)(c) of the Municipal Act, 2001**, be received;

That Councillor Ashmore be authorized to be absent from the meetings of Council and retain his seat;

That the authorized absence be revisited at the end of June, 2025, if necessary; and

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

Carried

12.2 COW2025-03.12.2

Memorandum Regarding Trade Tariffs

Councillor Perry

CW2025-066

Moved By Councillor Perry

Seconded By Councillor Joyce

That the Memorandum from Councillor Perry, **regarding Trade Tariffs**, be received;

That the City of Kawartha Lakes supports and endorses the Eastern Ontario Wardens' Caucus (EOWC) resolution of 10 February 2025 - EOWC Support of Canadian and Ontario Governments' Negotiations with the United States Government on Trade Tariffs;

That staff review and report back to Council on options and barriers to privilege Canadian and local sources in the City's procurement policy by the end of Q2; and

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

Carried

13. Adjournment

CW2025-067

Moved By Councillor Yeo

Seconded By Councillor Warren

That the Committee of the Whole Meeting adjourn at 2:14 p.m.

Carried

Doug Elmslie, Mayor

Cathie Ritchie, City Clerk

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

PC2025-03
Wednesday, March 5, 2025
1:00 P.M.
Council Chambers
City Hall
26 Francis Street, Lindsay, Ontario K9V 5R8

Members:
Mayor Doug Elmslie
Councillor Ron Ashmore
Councillor Tracy Richardson
Councillor Pat Warren
Mike Barkwell
Patrick O'Reilly
Andrew Veale
Jason Willock
Deputy Mayor Charlie McDonald

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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, Deputy Mayor C. McDonald (Alternate), Councillors T. Richardson and P. Warren, and Committee Member M. Barkwell were in attendance.

Director of Development Services L. Barrie, Director of Engineering and Corporate Assets J. Rojas, Manager of Development Engineering C. Sisson, Supervisor of Development Engineering K. Timms, Deputy Clerk and Recording Secretary J. Watts, and various Dillon Consulting staff members representing the City of Kawartha Lakes were also in attendance.

Absent: Councillor R. Ashmore, and Members P. O'Reilly and J. Willock

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

PAC2025-019

Moved By Mayor Elmslie

Seconded By M. Barkwell

That the agenda for the Wednesday, March 5, 2025 Planning Advisory Committee Meeting be adopted as circulated.

Carried

Chair A. Veale and Director J. Rojas recognized Manager C. Sisson noting that it was her last Planning Advisory Committee prior to her retirement. They thanked Ms. Sisson for her dedication and service to the municipality, and invited the members of the Committee to her retirement party in the coming weeks.

Manager C. Sisson thanked all for the warm wishes.

Director J. Rojas also announced that K. Timms has accepted the position of Manager of Development Engineering.

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 to make decisions on the following planning matters. The Chair noted the purpose of the public hearing being for gathering information and hearing submissions from interested parties. The Chair also asked the planner to briefly describe the proposal and summarize any

correspondence received to date, and they further advised how the public could participate in the Public Meeting portions of the agenda.

3.1 PLAN2025-018

Application to Amend the Township of Verulam Zoning By-law 6-87 at 96 Kawartha Lakes Road 30, Fenelon Falls (420 Hickory Beach Road) - Fisher
Robert Wilson, Urban Planner, Dillon Consulting Limited on behalf of the City of Kawartha Lakes

3.1.1 Public Meeting

Mr. Wilson confirmed that the required notice was given in accordance with the Planning Act. He summarized the application, explaining that it proposes to rezone a portion of the Subject Lands to permit the use of an existing non-compliant contractor's yard. The property is currently developed with a shed (1,121.7 m²) used to store material and equipment for an excavation company. Consistency with the Provincial Planning Statement, and conformity to the Kawartha Lakes Official Plan will be determined upon further review of the application. Mr. Wilson summarized the comments received to date, as detailed in the report, noting that subsequent to the writing of the report that no additional public comments were received. Staff are recommending that the application be received for information purposes to allow for a subsequent report to the Planning Advisory Committee with a final recommendation. Mr. Wilson responded to questions from members of the Committee.

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

Tom deBoer of TD Consulting spoke as the applicant on behalf of the owner, and stated that this application was due to a municipal law enforcement matter. He noted that the operation of the business has been ongoing for several years, and that the facility would serve the contractor's needs (for storing equipment and cutting stone), and not be open to the public. He made himself available for any questions from the members of the Committee.

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

No persons spoke to the application.

The Public Meeting concluded at 1:16 p.m.

3.1.2 Business Arising from the Public Meeting

PAC2025-020

Moved By Councillor Richardson

Seconded By Councillor Warren

That Report PLAN2025-018, **Application to Amend the Township of Verulam Zoning By-law 6-87 at 96 Kawartha Lakes Road 30, Fenelon Falls (420 Hickory Beach Road) - Fisher**, be received for information.

Carried

4. Deputations

4.1 Kevin Duguay, KMD Planning

Relating to Report PLAN2025-016 (Item 6.1 on the Agenda)

Mr. Duguay spoke as the applicant on behalf of the owner of the property on Item 6.1 on the agenda, and stated that they were agreeable with the recommendation. He noted that they would proceed with the consent application following the completion of the Official Plan and Zoning By-law amendments applications. Mr. Duguay stated that there has been no public comment received on this application, and that the agency comments have been addressed at this time. He made himself available for any questions from the Committee. He concluded by congratulating Ms. Sisson on her upcoming retirement and thanked her for the many years of successful work together.

PAC2025-021

Moved By Mayor Elmslie

Seconded By Councillor Richardson

That the deputation of Kevin Duguay, KMD Planning, regarding Report PLAN2025-016 (Item 6.1 on the agenda), be received.

Carried

5. Correspondence

6. Regular and Returned Reports

6.1 PLAN2025-016

Applications to Amend the City of Kawartha Lakes Official Plan and Township of Dalton Zoning By-law 10-77 at 2475 Housey's Rapids Road, Washago - Faria

Amanda-Brea Watson, MCIP, RPP, and Julio Sarti Caldeira, Planning

Technician, Dillon Consulting Limited on behalf of the City of Kawartha Lakes

Ms. Watson confirmed that a Public Meeting on this matter was held on January 25, 2025 in accordance with the Planning Act. She summarized the application, explaining that it proposes to amend the City of Kawartha Lakes Official Plan to support a future consent application. The request is to create a special policy that permits lot creation within the Waterfront Designation with a reduced minimum lot area of 4,000 sq. m² and a reduced minimum lot width of 31.35 metres on the portion of the Subject Land that is proposed to be severed. The request also includes amendments to the Township of Dalton Zoning By-law 10-77 for both the proposed severed and retained lands. The zoning of the proposed severed parcel would change from the Limited Service Residential Exception One (LSR-1) Zone and from the Rural General (RG) Zone to a Limited Service Residential Holding (LSR (H)) Zone, wherein the holding symbol would be removed once the proposed consent for severance is granted. The zoning of the proposed retained lands would change from the Rural General (RG) Zone to a Rural General Exception 9 Holding (RG-9 (H)) Zone to recognize the reduced minimum lot area for the balance of the land and prohibit further severance. The holding symbol would be removed once the proposed consent for severance is granted. The application is consistent with the Provincial Planning Statement, and conforms to the Kawartha Lakes Official Plan. Ms. Watson 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 referred to Council for approval. Ms. Watson and Ms. Barrie responded to questions from the members of the Committee.

PAC2025-022

Moved By Mayor Elmslie

Seconded By Councillor Richardson

That Report PLAN2025-016, **Applications to Amend the City of Kawartha Lakes Official Plan and Township of Dalton Zoning By-law 10-77 at 2475 Housey's Rapids Road, Washago - Faria** be received for information;

That an Official Plan Amendment respecting application D01-2024-008, substantially in the form attached as Appendix D to Report PLAN2025-016, be approved and adopted by Council;

That a Zoning By-law Amendment respecting application D06-2024-023, substantially in the form attached as Appendix E to Report PLAN2025-016, be approved and adopted by Council; and

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

Carried

7. Adjournment

Prior to adjournment, the Chair and Director Barrie noted that they would be bringing forward a verbal update on significant subdivisions in Kawartha Lakes at various stages of approval, at the next Planning Advisory Committee.

PAC2025-023

Moved By M. Barkwell

Seconded By Councillor Warren

That the Planning Advisory Committee Meeting adjourn at 1:37p.m.

Carried

Council Report

Report Number: RS2025-018
Meeting Date: March 18, 2025
Title: Proposed Lease Extension – 49 Maple Avenue, Haliburton
Description: Request for Mayor and Clerk to execute lease extension
Author and Title: Madison MacCormack, Law Clerk – Realty Services

Recommendations:

That Report RS2025-018, **Proposed Lease Extension – 49 Maple Avenue, Haliburton**, be received; and

That the Mayor and Clerk be authorized to execute the Lease Extension attached as Appendix B on behalf of the City of Kawartha Lakes, being a Lease Extension Agreement with Resicom Properties Inc. for the purpose of the continued leasing of space for the Human Services department for a one-year term.

Department Head: _____

Financial/Legal/HR/Other: _____

Chief Administrative Officer: _____

Background:

The Corporation of the City of Kawartha Lakes has been leasing space from Resicom Properties Inc. since 2015 to accommodate the Haliburton branch of the Human Services department. The current Lease Agreement (attached as Appendix A) will expire on July 31, 2025.

The space rented by the City consists of 1,601.2 square feet of occupied space.

The Landlord has confirmed that he is agreeable to extending the current Lease Agreement for a one-year period following expiration on July 31, 2025. Staff have negotiated a Lease Extension Agreement on the same terms for this space, save and except the yearly rent, which will increase by 2% over the 2024/2025 rate.

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

Rationale:

The Director of Human Services has advised that a short term extension of the existing Lease Agreement is best at this time, as upcoming provincial funding changes may affect the space needs to support ongoing administration of various Human Services programs.

The annual cost of the proposed Lease Extension Agreement is \$19,518.63. This is an increase of \$384.29, or 2%, from the 2024/2025 rate. A 2% increase has been standard since the Lease for this space was first entered into in 2015.

Other Alternatives Considered:

Council could direct that the Lease Agreement not be extended. This is not recommended in this circumstance as Human Services has not identified an alternative space at this time and services are still required to be administered in the Haliburton area.

Alignment to Strategic Priorities

The recommendation in this Report aligns with the following strategic priority:

- An Exceptional Quality of Life
 - Support a high quality of life for all through human services program delivery

Financial/Operation Impacts:

The cost of this Lease will increase by \$384.29 from the 2024/2025 rate.

Consultations:

Director of Human Services
Manager of Human Services (Social Services)

Attachments:

Appendix A – Current Lease Agreement (Expiry 2025-07-31)



Appendix A -
Current Lease.pdf

Appendix B – Proposed Lease Agreement (Expiry 2026-07-31)



Appendix B -
Proposed Lease Exte

Department Head E-mail: rcarlson@kawarthalakes.ca

Department Head: Robyn Carlson

Department File: L17-25-RS001

Appendix A
to
Report RS2025-018
File No. L17-25-RS001

DATED: AUGUST 1, 2015

OFFICE PREMISES LEASE

BETWEEN:

RESICOM PROPERTIES INC.,
(the "Landlord")

- and -

THE CORPORATION OF THE
CITY OF KAWARTHA LAKES
(the "Tenant")

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OFFICE PREMISES LEASE

THIS LEASE is made in quadruplicate as of the 1st day of August, 2015.

BETWEEN:

RESICOM PROPERTIES INC.

hereinafter called the "Landlord"

AND:

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

hereinafter called the "Tenant"

ARTICLE 1 - LEASE SUMMARY

1.01 Lease Summary

The following is a summary of some of the basic terms of this Lease, which are elaborated upon in the balance of this Lease.

- (a) Premises: 49 Maple Avenue, Unit 8, located within the property legally described as Concession 9 Part Lot 17 Plan 1 Block U, Part Lot 1 hereinafter referred to as the "Premises", except as specifically set out herein.
- (b) Rentable Area of the Premises: One Thousand, Six Hundred One decimal Two (1,601.2) square feet, as set out in Schedule "B" attached hereto.
- (c) Building: having the municipal address of 49 Maple Avenue, Haliburton, Ontario K0M 1S0, located on the Lands having the legal description set out in Schedule "A" attached hereto.
- (d) Term: Five (5) years.
- (e) Commencement Date: August 1, 2015
- (f) Expiry Date: July 31, 2020
- (g) Basic Rent:
 - (i) for the period commencing on August 1, 2015 and ending on July 31, 2016: Sixteen Thousand, Twelve Dollars (\$16,012.00) per annum, One Thousand, Three Hundred Thirty-Four Dollars and Thirty-Three Cents (\$1,334.33) per month, calculated at a rate of Ten Dollars (\$10.00) per square foot of the Rentable Area, HST to be added, with a Two Percent (2%) annual increase set out in Schedule "C" attached hereto, the first of such monthly instalments to be due and payable on the 1st day of August, 2015.
- (h) Additional Rent (MIT):
 - (i) The tenant covenants and agrees with the Landlord to pay as additional rent all realty taxes (currently assessed at \$4.40 PSF (1,601.2 square feet) Five Hundred Seven Dollars and Eleven Cents (\$587.11) per month or Seven Thousand, Forty-Five Dollars and Twenty-Eight Cents (\$7,045.28) per annum) and all rates, including local improvement rates, duties and assessments, levies and charges heretofore or hereafter levied, rated, charged or assessed against the Premises. The amount payable for realty taxes shall be reviewed annually by the Landlord and Tenant upon issue of the final tax bill for the Project.

(ii) Every tax and licence fee in respect of any and every business carried on in the demised premises or in respect of the occupancy of the demised premises by the Tenant or anyone claiming under or through the tenant, including, but not limited to, all types of maintenance, general repair to the Landlord's entire premises and parking area.

(iii) All charges and assessments for an with respect to electric current, water, gas, oil, telephone and other services and utilities used in or supplied to the demised premises and for all equipment pertaining thereto.

(iv) The Tenant shall pay interest on any overdue payment of rent and other amounts and charges at the rate of 7.5 percent (7.5%) per annum until full payment thereof.

(v) MIT rates are subject to change after the annual reconciliation with three (3) months' notice.

(i) Deposit: Three Thousand One Hundred Thirty-Nine Dollars and Twenty-Three Cents (\$3,139.23), including Three Hundred Sixty-one Dollars and Sixteen Cents (\$361.16) [IST, INCLUDES LAST MONTH'S RENT AT VALUE]

(j) Use of the Premises permitted by this Lease: Offices and Administration

(k) Parking: as further provided in Section 4.04 of this Lease.

(l) Renewal Option:

(i) the Landlord hereby grants to the Tenant the right, if the Tenant is not in default and at the Tenant's option, to lease the premises for a further term of Five (5) years and such renewal term shall commence the day following the expiration of the initial term herein above described. The terms and conditions thereof shall be the same as herein contained, save and except for the right of further renewal, and save and except for rent which shall be payable as set out in Schedule "D" attached hereto.

(ii) the said option, as exercised by the Tenant, shall be exercised by notice in writing given to the Landlord in the manner provided herein, not later than February 1, 2020 failing which the said option shall be null and void.

(iii) in the event that the Tenant exercises the said option or options to renew, the parties hereto agree that a new lease need not be executed, but that the tenancy for the relevant renewal term will be deemed to be on the same terms and conditions as provided in this Lease, changed only as to the term and rent of the relevant tenancy, such rent to be determined pursuant to this paragraph.

(m) Termination: As further provided in Section 17.04 of this Lease.

(n) Address for Service of Notice on Tenant:

City of Kawartha Lakes
26 Francis Street
P.O. Box 9000
Lindsay, ON K9V 5R8

(o) Address for Service of Notice on the Landlord:

Resicom Properties Inc.
P.O Box 750
Bracebridge, ON P1L 1T9

ARTICLE II - DEFINITIONS

When used in this Lease, the following words or expressions have the meaning hereinafter set forth:

2.01 "Additional Rent" - any and all sums of money or charges required to be paid by the Tenant under this Lease (except Basic Rent) whether or not the same are designated

"Additional Rent" or whether or not the same are payable to the Landlord or otherwise. Additional Rent is due and payable with the next monthly instalment of Basic Rent unless otherwise provided herein. Additional Rent is payable to the Landlord at the address set out in Subsection 1.01(o).

- 2.02 **"Additional Service"** - all services supplied by the Landlord or by anyone authorized by the Landlord in addition to those required to be supplied by the Landlord to the Tenant as a standard service pursuant to this Lease, (except for any services which the Landlord elects to supply to all of the tenants of the Building), the cost of which is included in Operating Costs at rates and charges determined by the Landlord; by way of example, adjusting and balancing heating, ventilation and air-conditioning facilities, cleaning of carpets, moving furniture, construction, installation and alterations to or removal of Improvements, providing access and connection to fibre optics or other enhanced information technology, are each Additional Services.
- 2.03 **"Architect"** - an architect, Ontario Land Surveyor, professional engineer or other person from time to time named by the Landlord. The decision of the Architect whenever required hereunder and any certificate related thereto shall be final and binding on the parties hereto.
- 2.04 **"Authority"** - any governmental authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Building, and "Authorities" means all such authorities, agencies, bodies and departments.
- 2.05 **"Basic Rent"** - the annual rent payable by the Tenant pursuant to and in the manner set out in Section 5.02.
- 2.06 **"Building"** - buildings, structures and Improvements from time to time erected on the Lands municipally identified in subsection 1.01(c) and all alterations and additions thereto and replacements thereof, as same may be altered, expanded or reduced from time to time.
- 2.07 **"Business Day"** - Mondays through Fridays, inclusive, but excluding any statutory holidays.
- 2.08 **"Commencement Date"** - the date referred to in Subsection 1.01(c).
- 2.09 **"Common Areas and Facilities"** - those lands, areas, facilities, utilities, improvements, equipment and installations designated from time to time by the Landlord which serve or are for the benefit of the Building, whether or not located within, adjacent to, or near the Building, including access roads, parking areas, lobbies, foyers and vestibules, sidewalks, storage and mechanical areas, mechanical and electrical services, janitor rooms, mail rooms, telephone rooms, rooms for the mechanical and electrical services, stairways, escalators, elevators, truck and receiving areas, driveways, loading docks and corridors.
- 2.10 **"Contemplated Use"** - has the meaning ascribed to it in Section 9.01.
- 2.11 **"Environmental Contaminants"** means (a) any substance which, when it exists in the Leased Premises or the water supplied to or in the Leased Premises, or when it is released into the Leased Premises or any part thereof, or into the water or the natural environment, is likely to cause, at any time, material harm or degradation to the Leased Premises or any part thereof, or to the natural environmental or material risk to human health, and includes, without limitation, any flammables, explosives, radioactive materials, asbestos, lead paint, PCBs, fungal contaminants (including *stachybotrys chartarum* and other moulds), mercury and its compounds, dioxans and furans, chlordane (DDT), polychlorinated biphenyls, chlorofluorocarbons (CFCs), hydro-chlorofluorocarbons (HCFCs), volatile organic compounds (VOCs), urea formaldehyde foam insulation, radon gas, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic or noxious substances or related materials, petroleum and petroleum products, or (b) any substance declared to be hazardous or toxic under any Environmental Laws now or hereafter enacted or promulgated by any authorities, or (c) both (a) and (b);
- 2.12 **"Environmental Laws"** - means any federal, provincial or local law, statute, ordinance,

regulation, policy, guideline or order and all amendments thereto pertaining to health, industrial hygiene, environmental conditions or Environmental Contaminants, including, without limitation, the *Environmental Protection Act*, R.S.O. 1990, c.E.19 (the "*EPA*"), the *Environmental Assessment Act*, R.S.O. 1990, c. E.18, the *Ontario Water Resources Regulation*, R.S.O. 1990, c. O.40, the *Occupational Health and Safety Act*, R.S.O. 1990, c.O.1, the Guideline for use at Contaminated Sites in Ontario, Ministry of the Environment, 1997, the Ontario Drinking Water Standards, and applicable air quality guidelines (including, without limitation, Ontario Regulation 127/01-"Airborne Contaminant Discharge-Monitoring and Reporting" under the *EPA*), as such statutes, regulations and guidelines may be amended from time to time.

- 2.13 **"Improvements"** - without limitation, all fixtures, installations, alterations and additions from time to time made or installed in or about the Premises, including all of the following, whether or not they are trade fixtures or easily removable: and whether or not installed by or on behalf the Tenant or a prior occupant, doors, partitions and hardware, mechanical, electrical and utility installations, lighting fixtures and built-in furniture and any repairs, replacements, changes, additions or alterations.
- 2.14 **"Lands"** - those lands upon which the Building is located, having the legal description set out in Schedule "A" attached hereto, as same may be altered, expanded or reduced from time to time.
- 2.15 **"Laws"** - means any enactments, by-laws, statutes, ordinances, regulations, guidelines, codes, orders and policies and all amendments thereto and any successor legislation, of any Authority.
- 2.16 **"Mechanical and Electrical Services"** - include, but are not limited to, all mechanical, electrical, drainage, lighting, incinerating, ventilation, air-conditioning, elevating, heating, pumping, sprinkling, alarm, plumbing and other mechanical and electrical systems installed in or used in the operation of the Building and the Lands.
- 2.17 **"Normal Business Hours"** - the hours between 8:00 a.m. and 6:00 p.m., Monday through Friday.
- 2.18 **"Operating Costs"** - has the meaning provided in Subsection 7.04(b) of this Lease.
- 2.19 **"Person"** - if the context allows, includes any person, firm, partnership or corporation, or any group of persons, firms, partnerships or corporations or any combination thereof.
- 2.20 **"Premises"** - the premises identified in Subsection 1.01(a).
- 2.21 **"Prime Rate"** - the rate of interest per annum from time to time publicly quoted by The Canadian Imperial Bank of Commerce as the reference rate of interest (commonly known as its "prime rate") used by it to determine rates of interest chargeable in Canada on Canadian dollar demand loans to its commercial customers.
- 2.22 **"Project"** - means the Lands and Building and includes, without limitation, the Common Areas and Facilities, as same may be altered, expanded or reduced from time to time.
- 2.23 **"Proportionate Share"** - the fraction which has: (i) as its numerator the Rentable Area of the Premises; and (ii) as its denominator the **Rentable Area of the Building [which the Landlord advises is 12,784 sq. feet]** less the Rentable Area of the Building which is not leased at the time of the calculation. In the event the Rentable Area of the Building cannot be evidenced by the Landlord's provision of an Ontario Land Surveyor's or Architect's sketch provided to the Tenant on or before the request for the Tenant to contribute its Proportionate Share of some expense, then the Tenant may commission and obtain same at the expense of the Landlord, in order to calculate the Tenant's Proportionate Share, prior to being required to pay same.
- 2.24 **"Rent"** - the aggregate of Basic Rent, Additional Rent and all other sums of money payable by the Tenant pursuant to this Lease.
- 2.25 **"Rentable Area"** - in the case of the Premises or any other premises in the Building

means the area expressed in square feet, of all floors of the premises, measured in accordance with the American National Standard Method for Measuring Floor Area in Office Buildings (BOMA Standards approved June 7, 1996). The Landlord shall be entitled at any time, but without retroactive effect, to revise the Rentable Area in accordance with a more recent BOMA Standard.

- 2.26 **"Rentable Area of the Premises"** - has been estimated to comprise an aggregate of approximately One Thousand Six Hundred One point Two() (1601.2) square feet (as set out in Subsection 1.10(a)) and shall be measured in accordance with the American National Standard Method for Measuring Floor Area in Office Buildings (BOMA Standards approved June 7, 1996), as confirmed by the Survey's Sketch attached hereto as Schedule "B". The Landlord shall be entitled at any time, but without retroactive effect, to revise the Rentable Area of the Premises in accordance with a more recent BOMA Standard or in accordance with the provisions of Section 4.03 herein.
- 2.27 **"Rental Year"** - a period of time for the first Rental Year commencing as of the Commencement Date and ending on July 31 of the following calendar year and, thereafter, each Rental Year shall consist of consecutive periods of twelve (12) calendar months commencing on August 1 and ending on July 31 of the following calendar year, except in respect of the last Rental Year, which shall terminate on the expiration or earlier termination of this Lease, as the case may be.
- 2.28 **"Structure"** - the foundation, roof (excluding roof membrane), exterior wall assemblies, including weather walls and bearing walls, subfloor and structural columns and beams of the Building and all plumbing, drainage and equipment leading up to, from and under the Building.
- 2.29 **"Taxes"** means all taxes, rates, levies, duties and assessments whatsoever levied, charged, imposed or assessed against the Project or upon the Landlord in respect thereto or from time to time by a taxing Authority, and any taxes or other amounts that are imposed in lieu thereof (including grants in lieu of Taxes) or in addition thereto, including, without limitation, taxes levied, charged, imposed or assessed for municipal realty taxes, education, school and local improvements and all business and business improvement area taxes, if any, from time to time payable by the Landlord or levied against the Landlord on account of its ownership or interest in or the operation of the Project. If any portion of the Project is assessed or taxed other than at the prevailing commercial assessment rates and mill rates due to the occupancy of any tenants or the nature of any tenant's operation, then the amount of such taxes, rates, levies, duties or assessments shall be adjusted to be an amount equal to the amount which would have been incurred had such portion of the Project been assessed and taxed at the prevailing commercial assessment rates and mill rates throughout the entire period for which the calculation is being made.
- 2.30 **"Taxes for the Common Areas and Facilities"** - means the portion of the Taxes, if any, allocated by the Landlord on a reasonable basis to the non-rentable parts of the Project and to the area or areas within the Project occupied by the Landlord for the management and operation of the Project.
- 2.31 **"Tenant's Share of Taxes"** - the Tenant's share (calculated in accordance with Section 6.01) of Taxes, provided that the Tenant shall be solely responsible for any increase in Taxes resulting from any act or election of the Tenant or from any Improvements in or to the Premises.
- 2.32 **"Term"** - the period of time referred to and described in Subsection 1.01(d).
- 2.33 **"Utilities"** - all gas, electricity, water, sewer, steam, fuel oil, power, signal equipment and other utilities used in or for the Building or the Premises, as the case may be.

ARTICLE III - INTENT

3.01 Net Lease

This Lease is a completely net and carefree lease to the Landlord, and except as expressly

herein set out, the Landlord is not responsible during the Term for any expense and obligation of any nature whatsoever arising from, or relating to, the Premises or the Project.

ARTICLE IV - GRANT AND TERM

4.01 Premises

- (a) In consideration of the rents, covenants and agreements herein contained on the part of the Tenant to be paid, observed and performed, the Landlord leases to the Tenant, and the Tenant leases from the Landlord, the Premises for and during the Term, commencing on the Commencement Date.
- (b) Prior to the commencement of the Term, the Landlord, at its expense, shall provide satisfactory evidence to the Tenant that the Landlord has rectified the following deficiencies in the Premises, such that the noted fixtures are, upon the commencement of the Term, in good working order, namely:
- (i) wall air conditioner is not operating;
 - (ii) electric air cleaner requires service;
 - (iii) stained or missing ceiling tiles require replacement; and
 - (iv) rear access door is damaged and needs to be replaced
- (c) The Tenant acknowledges and agrees that:
- (i) it shall accept the Premises in "good" condition;
 - (ii) the Landlord shall have no obligations with respect to any Improvements, including any alterations, decorations, or with respect to any renovations or repairs of or to any portion of the Premises, all of which shall be completed by the Tenant at its sole cost and expense and in accordance with the provisions of this Lease; and
 - (iii) the Landlord does not make any representation or warranty whatsoever to the Tenant in respect of the use of the Premises which is permitted under applicable Laws during the Term or is permitted by any applicable zoning by-laws during the Term.
- (d) Notwithstanding any other provision of this Lease to the contrary, the Landlord acknowledges and agrees that the Tenant is not responsible to abate, or contribute to the Landlord's costs to abate, any mould found in the Premises or Building and upon the discovery of mould the Landlord shall be fully responsible for any and all costs associated therewith, to the standard required to satisfy the Ministry of the Environment.

4.02 Use of Common Areas and Facilities

The use and occupation by the Tenant of the Premises includes the non-exclusive and non-transferable right to use the Common Areas and Facilities in common with others entitled thereto, for the purposes for which they are intended and during such hours and days as the Building is open for business, subject to provisions of this Lease. The Tenant and its employees and invitees shall not obstruct the Common Areas and Facilities or use the Common Areas and Facilities other than for their intended purposes and then only in accordance with the rules and regulations set by the Landlord from time to time.

4.03 Survey or Architect's Certificate

The Tenant has commissioned a surveyor to provide a professional sketch to confirm the square footage of occupied space which is attached as Schedule "B" to this agreement.

At any time on or after the Commencement Date, the Tenant shall deliver to the Landlord a Survey or an Architect's certificate certifying the Rentable Area of the Premises. The parties each confirm that the Rentable Area of the Premises is 1601.2 square feet as determined in

Schedule B.

If any error shall be found in the calculation of the Rentable Area of the Premises or in the calculation of Tenant's Proportionate Share, Rent (including without limitation Basic Rent) shall be adjusted for the Rentable Year in which that error is discovered and for the Rental Year preceding the Rental Year in which the error was discovered, if any, and thereafter but not for any prior period.

4.04 Parking

- (a) All automobile parking areas, driveways, entrances and exits thereto and other facilities furnished by the Landlord in or near the Premises, including employee parking areas, the truck way or ways, loading docks, package pick-up stations, pedestrian sidewalks, ramps, landscaped areas, exterior stairways, and other areas and improvements provided by the Landlord for the general use, in common, of the Tenant and the Tenants of the Premises, their officers, agents, employees and customers shall at all times be subject to the exclusive control and management of the Landlord and the Landlord shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect to all facilities and areas mentioned in this section.
- (b) It is understood that the Tenant and employees of the Tenant shall park their vehicles in orderly fashion at the sides and front of the Premises.
- (c) The Tenant will have five (5) reserved parking spaces within the parking lot associated with the premises.

ARTICLE V - RENT

5.01 Covenant to Pay

The Tenant shall pay the Rent in Canadian funds, without deduction, abatement, set-off or compensation whatsoever, as herein further provided.

5.02 Basic Rent

- (a) The Tenant shall pay, from and after the Commencement Date, to the Landlord at the address set out in Subsection 1.01(o), or at such other place as designated by the Landlord, as Basic Rent, the annual amount payable in equal and consecutive monthly instalments as set out in Subsection 1.01(g), in advance on the first day of each calendar month during the Term, based upon the annual rental rate set out in Subsection 1.01(g).
- (b) If the Commencement Date is on a day other than the first day of a calendar month, the Tenant shall pay, upon the Commencement Date, a portion of the Basic Rent pro-rated on a per diem basis from the Commencement Date to the end of the month in which the Commencement Date occurs.

5.03 Taxes

- (a) In addition to the Rent payable hereunder, the Tenant will pay Taxes to the Landlord (acting as agent for the taxing Authority). Taxes so payable by the Tenant:
 - (i) will be calculated and paid in accordance with the applicable legislation and in accordance with this lease; and
 - (ii) despite anything else in this Lease, will be considered not to be Rent, but the Landlord will have all of the same remedies for and rights of recovery with respect to such amounts as it has for non-payment of Rent under this Lease or at law.
- (b) The Landlord will provide annually to the Tenant a copy of the final tax bill and the Tenant will pay its Proportionate Share of the taxes based on the confirmed square footage of occupied space as set out in Schedule "B" attached hereto as per clause 1(h)(ii) herein as adjusted in accordance with the tax bill and commencing in the month next after the tax bill is issued.

5.04 Deposit

Upon execution of this lease, the Tenant shall pay to the Landlord a deposit in an amount equal to the sum of the first and last month's rent, being a total of Three Thousand Fifteen Dollars and Fifty-Nine Cents (\$3,015.59), including Three Hundred Forty-Six Dollars and Ninety-Three Cents (\$346.93) HST. The Deposit referred to in Subsection 1.01(i), shall be held without interest by the Landlord and applied on account of the first month's Basic Rent payable commencing as of the Commencement Date with the balance to be applied against rent owing in the last month of the initial term of this lease.

In the event the lease is renewed, a further deposit equal to the last month's rent of the renewal term plus HST shall become due and payable by the Tenant August 1, 2020.

5.05 Overdue Rent

If the Tenant defaults in the payment of Rent, the unpaid Rent shall bear interest from the due date to the date of payment at an interest rate equal to 7.5 percent (7.5%) per annum until full payment thereof.

5.06 Late Payment Charge

The Tenant hereby acknowledges that late payment by the Tenant to the Landlord of Basic Rent or Additional Rent due hereunder will cause the Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult or impracticable to ascertain. Such costs include, but are not limited to, processing and accounting charges and late charges which may be imposed on the Landlord. Accordingly, if any Basic Rent or Additional Rent shall not be received by the Landlord or the Landlord's designee within five (5) days after such amount shall be due, the Tenant shall pay to the Landlord a late charge equal to five percent (5%) of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs the Landlord will incur by reason of late payment by the Tenant. Acceptance of such late charge by the Landlord shall in no event constitute a waiver of the Tenant's default with respect to such overdue amount, nor prevent the Landlord from exercising any of the other rights and remedies granted hereunder. The foregoing shall be without prejudice to any other right or remedy available to the Landlord under or pursuant to this Lease by reason of a monetary default by the Tenant.

5.07 Payment of Rent

The Tenant shall pay Basic Rent and any payments of Additional Rent estimated by the Landlord in advance, and any other payments required in this Lease to be paid by the Tenant, to the Landlord in lawful money of Canada (the "Rent"), in advance in equal monthly instalments on the first day of each and every month during the Term at such place as the Landlord shall hereafter designate in writing. If the Term commences on any day other than the first day of a month or ends on any day other than the last day of a month, Rent for the fractions of a month at the Commencement Date and at the end of the Term shall be prorated on a per diem basis, based upon a period of 365 days. Rental payments shall, unless otherwise agreed upon by the parties, be made by the Tenant by electronic funds transfer to the Landlord as further directed by the Landlord. The Landlord covenants to provide the Tenant with a minimum of fifteen (15) days' prior written notice of a change in either the payee of the Rent or the account number of the bank account of the payee to which payments of Rent are being directed. If the Tenant changes its bank or financial institution from which the payments are being made, the Tenant shall immediately notify the Landlord in writing and provide the Landlord with the requisite replacement information so that there is no gap in continuity of payments to the Landlord.

ARTICLE VI - TAXES

6.01 Taxes Payable by the Tenant

- (a) Commencing on the Commencement Date and thereafter throughout the Term, the Tenant shall pay to the Landlord, as Additional Rent, when due, Taxes upon or on account of the following:
- (i) in the event that a separate tax bill is issued by a taxing Authority for the

Premises, then the Taxes payable by the Tenant in respect of the Premises will be determined on the basis of such separate tax bill and shall be paid by the Tenant when due directly to the taxing Authority having jurisdiction, and the Taxes payable by the Tenant in respect of the Common Areas and Facilities shall be the Tenant's Proportionate Share of all Taxes for the Common Areas and Facilities; or

- (ii) if there is no such separate tax bill, then at the Landlord's option: (A) the Taxes payable by the Tenant shall be the Tenant's Proportionate Share of all Taxes for the Premises and Common Areas and Facilities based on the annual tax bill issued for the Project, or (B) if the Landlord elects or is not able to charge on the basis of an annual tax bill, then the Tenant shall pay in lieu thereof (AA) its Proportionate Share, prior to deducting any discounts on account of vacancies in the Project, of all Taxes levied, rated, charged or assessed from time to time against the Project, including the Common Areas and Facilities, or (BB) (if applicable) such amount as is allocated to the Tenant with respect to the Premises and Common Areas and Facilities by the Landlord, acting fairly and reasonably, taking into account practices relevant to multi-use developments consistent with benefits derived by the tenants of each component of the Project.

The Tenant agrees to provide to the Landlord within 3 days of receipt thereof, an original or duplicate copy of any separate bill for Taxes levied in respect of the Premises. The Tenant shall deliver promptly, upon request of the Landlord, receipts for all such payments and will furnish such other information as the Landlord may require.

Any amounts payable by the Tenant on account of Taxes shall be adjusted on a per diem basis in respect of any period not falling wholly within the Term.

- (b) Notwithstanding the foregoing or Section 2.33, and notwithstanding that any Taxes may be separately imposed, levied, assessed or charged by the appropriate authority for or in respect of the Premises and other portions of the Project, the Landlord may elect that such Taxes shall be added to Operating Costs and the Landlord may in its absolute discretion allocate such amount among tenants of the Building.
- (c) The Tenant may, at its expense, appeal or contest the Taxes as described in Section 6.01(a)(i) if there is a separate assessment and separate tax bill for the Premises, but such appeal or contest shall be limited to the assessment of the Premises alone and not to any other part of the Building or the Lands and provided the Tenant first gives the Landlord written notice of its intention to do so, and consults with the Landlord, and provides such security as the Landlord reasonably requires and obtains the Landlord's prior written approval. The Landlord reserves the exclusive right to appeal or contest any taxes payable by the Landlord, including Taxes.

6.02 Business Taxes

The Tenant shall pay to the relevant taxing Authority, as and when the same are due and payable, all taxes charged in respect of the personal property and Improvements or, if applicable, in respect of any business conducted on, or any use or occupancy of, the Premises.

ARTICLE VII - LANDLORD'S COVENANTS AND BUILDING CONTROL AND PAYMENT

7.01 Landlord's Covenant

The Landlord agrees with the Tenant;

- (a) For quiet enjoyment
- (b) To maintain adequate insurance against fire and other perils normally insured against under the provisions of a standard extended coverage, replacement value fire insurance policy.
- (c) To do, provide or perform all repairs to the structure of the building and roof thereof, as would a prudent owner. Structural repairs will be performed at the owner's expense.

- (d) To supply heating equipment which is adequate to keep the Premises reasonably warm and free from damage due to frost or cold.
- (e) Prior to commencement for the Term, the Landlord agrees to complete at its cost the separation walls between the Premise and units 7 and 10, together with 3 sprinkler heads, and electrical supply.

7.02 Control of the Project by the Landlord

The Project, the Building and the Common Areas and Facilities are at all times subject to the exclusive control and management of the Landlord. Without limiting the generality of the foregoing, the Landlord has the right, in its sole discretion, on not less than sixty (60) days advance notice to the Tenant to:

- (a) obstruct or close off all or any part of the Project for the purpose of maintenance, repair, alteration or construction;
- (b) make such use of the Common Area and Facilities and permit others to make such use of the Common Area and Facilities as the Landlord may from time to time determine subject, in the case of use by others, to such terms and conditions and for such consideration as the Landlord may in its discretion determine, provided that such uses do not materially obstruct access to the Premises;
- (c) close all or any part or parts of the Building or the Common Area and Facilities to such extent as may, in the opinion of the Landlord be legally sufficient to prevent a dedication thereof or the accrual of rights therein to any Person;
- (d) dictate, impose and/or control the security requirements and procedures and the emergency evacuation procedures for the Building;
- (e) regulate the delivery or shipping of supplies and fixtures to the Premises;
- (f) construct other buildings, structures or improvements in the Building and make alterations, reductions and additions to the Project, the Building and the Common Areas and Facilities; and
- (g) relocate or modify the Common Areas and Facilities.

7.03 Right to Relocate

The Tenant agrees that, despite any other provision of this Lease, the Landlord has the right at any time and from time to time before or during the Term to rearrange the Premises or to change the location of the Premises to comparable space in the Building. If the Landlord exercises its right to rearrange the Premises or change its location, the appropriate modifications will be made to Sections 1.01(a), (b) and Section 4.03 will apply and, if appropriate, the Basic Rent identified in Section 1.01(g) will be adjusted. The Landlord's exercise of its rights under this Section does not constitute a re-entry or a breach of the Landlord's covenant for quiet enjoyment contained in this Lease or implied by law. If the Landlord exercises its right to rearrange the Premises or to change the location of the Premises after the date on which the Landlord notifies the Tenant that the Premises are ready for installation of improvements, the Landlord will reimburse the Tenant for the costs it reasonably incurs because of the rearrangement or relocation of the Premises. The Landlord also reserves the right on single tenant floors to rearrange any demising walls for purposes of providing required fire or emergency corridors or of otherwise complying with the Laws from time to time.

7.04 Tenant to Pay Operating Costs and Taxes

- (a) In each Rental Year, the Tenant shall pay to the Landlord, as Additional Rent, the Proportionate Share of Operating Costs and the Tenant's Share of Taxes.
- (b) "Operating Costs" include the total of all costs, expenses and amounts, incurred or accrued for or with respect to ownership, management, operation, maintenance, repairs, upkeep, insurance, supervision, decoration, cleaning, and upgrading of the Project and the determination and allocation of such costs, expenses and amounts, whether incurred or

accrued by or on behalf of the Landlord or by or on behalf of the Services Provider (or any other manager or agent of the Landlord) including, without limitation and without duplication, the aggregate of:

- (i) landscaping, gardening, cleaning, removal of rubbish, dirt and debris, window and sign washing, painting, snow and ice removal, sanding, salting, repaving parking areas and other paved areas (including, without limitation, line painting and curb installations), garbage and waste collection and disposal;
 - (ii) lighting (including the replacement of, from time to time, either by way of group relamping or otherwise, electrical lightbulbs, tubes and ballasts) except to the extent separately invoiced to tenants under clauses similar to Section 8.03 below), Utilities and hookup, connection and service charges for any Utilities, directory boards, information kiosks, any telephone answering service and the cost of all Utilities used or consumed either within the Project or the Common Areas and Facilities and the cost of all Utilities used or consumed in connection with any signs designated by the Landlord as part of the Common Areas and Facilities;
 - (iii) the cost of the rental of any equipment and signs and the cost of all building and clean-up supplies, tools, materials and equipment used by the Landlord in the operation and maintenance of the Project;
 - (iv) all municipal improvement charges and costs incurred by the Landlord and paid to any Authority in connection with the development of the Project, and the cost of providing additional parking or other Common Areas and Facilities for the benefit of the Building;
 - (v) Taxes for Common Areas and Facilities and all costs incurred by the Landlord, acting reasonably, in contesting, appealing or resisting the business taxes or Taxes or related assessments on all or any part of the Project;
- (c) Exclusions – Operating Costs shall exclude, without duplication and without limiting the generality of the foregoing, and except to the extent expressly included above:
- (i) debt service in respect of financing secured by or related to the Project;
 - (ii) costs determined by the Landlord from time to time to be fairly allocable to the correction of initial construction faults or initial maladjustments in operating equipment but only to the extent that such costs are recovered from the contractor or others responsible;
 - (iii) any ground rent payable by the Landlord in respect of a lease of the Lands or part thereof;
 - (iv) tenant improvement allowances, leasing commissions and leasing costs;
 - (v) policing, security, security systems (including, without limitation, remote control cameras and security patrols), supervision and traffic control;
 - (vi) the cost of all insurance taken out and maintained by the Landlord under Section 10.01 and the cost of any deductible amount paid by the Landlord in connection with a claim under its insurance;
 - (vii) the cost of all auditing, accounting, bookkeeping, legal, architectural, surveying and other professional and consulting services and expenses incurred by or on behalf of the Landlord with respect or which relate to the Project or any part thereof, including, without limitation, any leases or agreements therein;
 - (viii) all costs and expenses associated with the elevator, including its operation, servicing and replacement or removal;
 - (ix) all expenses incurred by the Landlord in respect of the installation or removal of any improvements

- (x) interest on a deposit paid by the Landlord to the supplier of a Utility;
 - (xi) the rental value of space in the Project used by the Landlord, in connection with the maintenance, repair, operation, administration or management of the Project; and
 - (xii) all costs incurred in acquiring, installing, operating, maintaining, revising, repairing, restoring, renewing and replacing any energy conservation, fire safety, sprinkler and life safety systems and equipment for the Building, and for effecting any improvements to the Building made to comply with air pollution, air quality and environmental control standards, and for investigating, testing, monitoring, removing, enclosing, encapsulating or abating any material or substance in, on, under, above or which serves, the Building or any part thereof which is harmful or hazardous to any Person or to the Building or any part thereof including, without limitation, any costs incurred by the Landlord in complying with Environmental Laws.
- (d) Deductions – There shall be deducted from Operating Costs:
- (i) the proceeds of insurance recovered by the Landlord applicable to damage, the cost of repair of which was included in the calculation of Operating Costs paid by the Tenant; and
 - (ii) amounts recovered as a result of direct charges to the Tenant and other tenants to the extent that the cost thereof was included in the calculation of Operating Costs.}
- (e) Within sixty (60) days before the expiry of each Rental Year, the Landlord shall provide the Tenant with a budget outlining the estimated Operating Costs and Taxes for the next succeeding Rental Year, indicating therein the estimates for such Rental Year of: (i) the Tenant's Proportionate Share of Operating Costs; and (ii) the Tenant's Share of Taxes. The Landlord may, at its option, revise the estimated Operating Costs and Taxes for the next succeeding Rental Year at any time or times during the Rental Year as the Landlord deems appropriate.
- (f) The Tenant shall pay, in equal monthly instalments for each Rental Year, one twelfth (1/12) of the aggregate of the estimates for such Rental Year of: (i) the Proportionate Share of Operating Costs; and (ii) the Tenant's Share of Taxes, each commencing on the first day of such Rental Year.
- (g) Notwithstanding anything in this Lease to the contrary, the Landlord shall always have the right:
- (i) to revise the amount of instalments on account of Taxes payable by the Tenant to an amount that allows the Landlord to collect all Taxes payable by the Tenant by the final due date of Taxes for the calendar year; and/or
 - (ii) to schedule and require payment by the Tenant of instalments on account of Taxes payable by the Tenant such that by the final due date of Taxes for any calendar year, the Tenant shall have paid the Landlord the full amount of Taxes payable by the Tenant for such calendar year, which arrangement may include payment of instalments by the Tenant in a calendar year on account of Taxes payable by the Tenant for the next calendar year; and/or
 - (iii) (but not the obligation) to allocate Taxes among categories of rentable premises in the Project on the basis of such factors as the Landlord determines to be relevant, such as, by way of example, the types of business or activity carried on therein, the locations in the Project, costs of construction, relative benefits derived by rentable premises, relative assessment values, non-public school support designations and vacancies. The Landlord shall be entitled to adjust the Tenant's Share of Taxes having regard to the category in which the Tenant is placed by the Landlord.
- (h) Within a reasonable time after the expiry of each Rental Year, the Landlord shall deliver

a statement to the Tenant showing: (i) the actual Operating Costs and Taxes for such Rental Year; (ii) the actual Proportionate Share of Operating Costs; and (iii) the actual Tenant's Share of Taxes, and any adjustments or reimbursements shall be paid within thirty (30) days thereafter.

7.05 Vacancy

If any part of the Building available for leasing is not occupied, the Landlord shall have the right, in respect of amounts forming part of Operating Costs which vary with occupancy, to include in Operating Costs a larger amount of costs, which larger amount shall be based on a reasonable estimate of the actual cost which would have been incurred if the unoccupied parts of the Building available for leasing were occupied, it being intended hereby that the Landlord shall obtain, to the extent reasonably possible, full reimbursement of Operating Costs attributable to or in respect of occupied premises, and not that: (a) the Tenant shall subsidize Operating Costs incurred by the Landlord attributable to or in respect of vacant premises; or (b) the Landlord shall recover more than actual Operating Costs.

In determining the share of Taxes which is payable by the Tenant pursuant to this Lease, Taxes shall include such additional amounts as would have formed part of the Taxes had the Project been fully assessed during the whole of the relevant period as fully completed and fully occupied by tenants, with no special exemptions or reductions, and without taking into account any actual or potential reduction of Taxes or change of assessment category or class for rentable premises within the Project which are vacant.

7.06 Rent Disputes

The Tenant may dispute an invoice or statement in respect of Operating Costs or the Tenant's Share of Taxes only by giving written notice to the Landlord specifying the basis of the dispute within six (6) months after delivery of the invoice or statement. The Tenant will, in any event, continue to pay its share of Operating Costs and Taxes in accordance with the Landlord's invoice or statement until the dispute is resolved.

ARTICLE VIII - UTILITIES AND LANDLORD'S SERVICES

8.01 Utilities

Except where a utility service to the Premises is separately metered, the parties acknowledge that Operating Costs include an allocation for all charges for Utilities used or consumed within the Premises and that the Tenant shall not be required to pay a separate charge for Utilities except where the Tenant requests Utilities to be provided to the Premises outside of Normal Business Hours, in which case the Landlord will provide such Utilities to the Tenant as an Additional Service in accordance with Section 8.04 of this Lease. If the Landlord shall from time to time reasonably determine that the use of electricity or any other Utility or service in the Premises is disproportionate to the uses of other tenants in the Building, the Landlord may adjust the Tenant's share of the cost thereof from the date reasonably determined by the Landlord to take equitable account of the disproportionate use and may separately charge the Tenant for such excess cost, plus fifteen percent (15%) of such excess cost to cover the Landlord's costs of administration. If so required by the Landlord or by the utility company, separate meters shall be installed in the Premises at the Tenant's expense.

8.02 Intention of Supply of Utilities

The Landlord may in its sole discretion, without any obligation or liability to the Tenant, and without such action constituting an eviction of the Tenant, to discontinue or modify any services, systems or Utilities as a result of the Landlord's exercise of the rights conferred under Section 7.02 hereof.

The Landlord is not liable for direct or consequential damages for interruption or cessation of, or failure in, the supply of Utilities, services or systems in, to or serving the Building or the Premises, whether they are supplied by the Landlord or others and whether the interruption or cessation is caused by the Landlord's negligence or otherwise.

8.03 Replacement of Bulbs

At the request of the Tenant or as otherwise determined by the Landlord at all times during the Term, the Landlord shall replace all starters, fluorescent tubes and light bulbs located within the Premises at the sole cost and expense of the Tenant and as an Additional Service.

8.04 Additional Services

If the Tenant requires any Additional Services to be performed in or relating to the Premises, it shall so advise the Landlord in writing, and the Landlord may, at its option, perform or provide any such Additional Services. Provided however, the Landlord shall not be required to provide such Additional Services, if to do so would:

- (a) interfere with the reasonable enjoyment of the other tenants of their respective premises or the Common Areas and Facilities;
- (b) jeopardize or impede the Landlord's financing of the Building and/or Lands; or
- (c) cause the Building or its services and Common Areas and Facilities not to be of the Building standard.

The cost of any Additional Service provided by the Landlord pursuant to this Section shall be determined mutually by both the Landlord and the Tenant in advance of the provision of such service. The cost of providing such service shall be paid by the Tenant within fifteen (15) Business Days of the completion of same to the satisfaction of the Tenant, acting reasonably.

ARTICLE IX - USE OF THE PREMISES

9.01 Use of the Premises

The Tenant shall continuously, actively and diligently use the Premises solely for the purpose stated in Subsection 1.01(j), in a first class and reputable manner (the "Contemplated Use"), and for no other purpose.

The Tenant acknowledges that its continued occupancy of the Premises and the continuous and active conduct of its business in the Premises are of the utmost importance to the Landlord in:

- (a) avoiding the appearance and impression generally created by vacant space;
- (b) facilitating the leasing of vacant space in the Building and the lease renewals of existing tenants;
- (c) maximizing the rents payable to the Landlord both by existing tenants and new tenants of the Building; and
- (d) maintaining the character, quality and image of the Building.

The Tenant acknowledges that the Landlord shall suffer substantial damage and serious and irreparable injury if the Premises are left vacant or are abandoned during the Term or if the Tenant does not comply with the provisions of this Section 9.01, even in the event that the Tenant pays all Rent required hereunder.

9.02 Tenant's Fixtures

The Tenant shall install and maintain in the Premises at all times during the Term first-class trade fixtures, including furnishings and equipment, adequate and appropriate for the business to be conducted on the Premises, all of which shall be kept in good order and condition. The Tenant shall not remove any trade fixtures or other contents from the Premises during the Term except in the ordinary course of business in the event such items become obsolete or for the purpose of replacing them with others at least equal in value and function to those being removed, and shall promptly repair any damage to the Premises or the Building resulting from such removal.

Upon termination, the Landlord shall have the option to request that the Tenant will remove all its fixtures, whether trade fixtures or otherwise, and if any injury or damage shall be

caused to the Premises by such removal the Tenant shall immediately cause any such injury or damage to be repaired at its expense.

If the Tenant does not make such repairs or cause them to be made promptly, the Landlord shall have the right to make the necessary repairs and to be reimbursed by the Tenant for the cost of doing so.

In no event shall the Tenant remove or carry away from the Premises any plumbing, heating or ventilating plant or equipment or other building services, or any fixtures belonging to the Landlord.

9.03 Premises Signage

The Landlord shall at the request of the Tenant install on or near the entrance door of the Premises in accordance with the Landlord's uniform scheme for the Project, a sign bearing the name of the Tenant and the cost to the Landlord of any such sign and installation shall be payable by the Tenant to the Landlord in accordance with Section 8.04.

The Tenant shall not erect, install or display any sign, advertisement, notice or display on the exterior of the Premises or anywhere within the Premises which is visible from the exterior of the Premises without the prior written approval of the Landlord, in its sole discretion, as to size, design, location, specifications and method of installation.

9.04 Waste Removal

- (a) The Tenant shall not allow any garbage or any objectionable material to accumulate in or about the Premises, the Common Areas and Facilities or the Building.
- (b) The Tenant shall, at its cost, comply with the Landlord's waste management program in force from time to time.

9.05 No Waste, Environmental Contamination or Overloading

- (a) The Tenant shall not: (i) cause or permit any waste or damage to the Premises or Improvements, or to the fixtures or equipment contained therein; (ii) permit any overloading of the floors thereof; (iii) use or permit to be used any part of the Premises for any dangerous, noxious or offensive activity; and (iv) do or bring anything or permit anything to be done or brought on or about the Lands which the Landlord may reasonably deem to be hazardous or a nuisance to any other tenants or any other persons permitted to be in the Building.
- (b) The Tenant shall not itself, and shall not permit any of its employees, servants, agents, or contractors, to obstruct the Common Areas and Facilities or use or permit to be used any part of the Common Areas and Facilities for other than its intended purpose.
- (c) The Tenant shall not store, bring in or permit to be placed, any Environmental Contaminant in the Common Areas and Facilities, the Building or the Project.
- (d) The Tenant shall not permit the presence of any Environmental Contaminant in the Premises, except if such is required for the Contemplated Use and then only if the Tenant is in strict compliance with all relevant Authorities, including, without limitation, Environmental Laws.
- (e) The Tenant shall diligently comply with all applicable reporting requirements under Ontario Regulation 127/01-"Airborne Contaminant Discharge Monitoring and Reporting" (the "Regulation") under the *EPA* and shall provide the Landlord with copies of all reports submitted to the Ministry of the Environment. The Tenant shall indemnify the Landlord from all loss, costs and liabilities, including all legal expenses, incurred by the Landlord as a result of the Tenant's failure to comply with the Regulation. The Tenant shall permit the Landlord to inspect the Premises at all reasonable times to conduct air emission testing, as required by the Regulation.

- 9.06 **Landlord's Requirements** – The Tenant shall not bring into or allow to be present in the Premises or the Project any Environmental Contaminant. If the Tenant shall bring or

create upon the Project, including the Premises, any Environmental Contaminant, then such Environmental Contaminant shall be and remain the sole property of the Tenant and the Tenant shall remove same at its sole cost and the expiration or sooner termination of the Term or sooner if so directed by any governmental authority or if required to effect compliance with any Environmental Laws or if required by the Landlord.

9.07 Governmental Requirements – If, during the Term or any extension thereof, any governmental authority shall require the clean-up of any Environmental Contaminant:

- (a) held in, released from, abandoned in, or placed upon the Leased premises or the Project by the Tenant or its employees or those for whom it is in law responsible; or
- (b) released or disposed of by the Tenant or its employees or those for whom it is in law responsible;

then, the Tenant shall, at its own expense, carry out all required work including preparing all necessary studies, plans and approvals and providing all bonds and other security required and shall provide full information with respect to all such work to the Landlord provided that the Landlord may, at its option, perform any such work at the Tenant's sole cost and expense, payable on demand as Additional Rent.

9.08 Environmental Covenants – In addition to and without restricting any other obligations or covenants herein, the Tenant covenants that it will:

- (a) comply in all respects with all Environmental Laws relating to the Premises or the use of the Premises;
- (b) promptly notify the Landlord in writing of any notice by any governmental authority alleging a possible violation of or with respect to any other matter involving any Environmental Laws relating to operations in the Premises or relating to any Person for whom it is in law responsible or any notice from any other party concerning any release or alleged release of any Environmental Contaminant; and
- (c) permit the Landlord to:
 - (i) enter and inspect the Premises and the operations conducted therein; and
 - (ii) conduct tests and environmental assessments or appraisals; and
 - (iii) remove samples from the Premises; and
 - (iv) examine and make copies of any documents or records relating to the Premises and interview the Tenant's employees as necessary; and
- (d) promptly notify the Landlord of the existence of any Environmental Contaminant in the Project.

9.09 Compliance with Laws

The Tenant shall be solely responsible for obtaining from all relevant Authorities all necessary permits, licenses and approvals to permit the Tenant to occupy the Premises and conduct its business thereon. The Tenant shall comply, at its own expense, with all applicable Laws respecting the use, access of services and facilities in the Premises, the condition and occupation of the Premises, any Environmental Contaminant, and all fixtures, equipment and improvements located therein and thereon.

The Tenant shall, at its own expense, remedy any damage to the Premises caused by such event or work or by the performance of the Tenant's obligations under this Section.

If alterations or improvements to the Improvements or to the Premises are necessary to comply with any of the foregoing provisions of this Section or with the requirements of insurance carriers, the Tenant shall forthwith complete such work, complying always with the applicable provisions of this Lease, to the extent that it can be done within the Premises and in any event shall pay the entire cost of alterations and improvements so required.

The Tenant agrees that if the Landlord determines in its sole discretion that the Landlord, its property, its reputation or the Premises or any one or more of the foregoing is placed in any jeopardy, as determined by the Landlord, by the requirements for any work required to ensure compliance with the foregoing provisions of this Section 9.09, or the Tenant is unable to fulfil its obligations under this Section, the Landlord may itself undertake such work or any part thereof as an Additional Service.

In the event that structural repairs or upgrading of the Building, including but not limited to seismic upgrading, is required to permit the Tenant's Contemplated Use, the Landlord may, at its sole discretion, terminate this Lease.

9.10 Security Devices

The Tenant shall be installing their own security system, at their own expense

9.11 Telecommunications

- (a) The Tenant may utilize a telecommunication service provider of its choice with the Landlord's prior written consent subject to the provisions of this Lease, including but not limited to the following:
- (i) the Landlord shall incur no expense or liability whatsoever with respect to any aspect of the provision of telecommunication services, including without limitation, the cost of installation, service, materials, repairs, maintenance, removal, interruption or loss of telecommunication service;
 - (ii) the Landlord must first reasonably determine that there is sufficient space in the risers of the Building for the installation of the service provider's wiring and cross connect; and
 - (iii) the Tenant shall indemnify and hold harmless the Landlord for all losses, claims, demands, expenses and judgments against the Landlord caused by or arising out of, either directly or indirectly, any acts or omissions by the service provider or the Tenant or those for whom either of them is responsible at law;
- (b) The Tenant shall be responsible for the costs associated with the supply and installation of telephone, computer and other communication equipment and systems and related wiring within the Premises to the boundary of the Premises for hook up or other integration with telephone and other communication equipment and systems of a telephone or other communication service provider, which equipment and systems of the service provider are located or are to be located in the Building pursuant to the Landlord's standard form of license agreement and, subject to the provisions of Article XII, for the removal of same.
- (c) The Landlord shall supply space in risers in the Building and space on floor(s) of the Building in which the Premises are located, the location of which shall be designated by the Landlord in its sole discretion, to telecommunication service providers who have entered into the Landlord's standard form of license agreement for the purpose, without any cost or expense to the Landlord therefore, of permitting installation in such risers and on such floor(s) of telephone and other communication services and systems (including data cable patch panels) to the Premises at a point designated by the Landlord

ARTICLE X - INSURANCE AND INDEMNITY

10.01 Landlord's Insurance

- (a) The Landlord shall effect and maintain during the Term:
- (i) "all risks" insurance which shall insure the Building for not less than the full replacement cost thereof against loss or damage by perils now or hereafter from time to time embraced by or defined in a standard all risks insurance policy;
 - (ii) boiler and machinery insurance for not less than the full replacement cost thereof on objects defined in a standard comprehensive boiler and machinery policy

against accidents as defined therein:

- (iii) loss of rental income insurance in an amount sufficient to replace all Basic Rent and Additional Rent payable under this Lease for an indemnity period of a reasonable period of time (not to be less than twelve (12) months);
- (iv) comprehensive general liability insurance covering claims for personal injury and property damage arising out of all operations in connection with the management and administration of the Project; and
- (v) such other coverages, or increases in the amount of coverage, as the Landlord or its mortgagee may reasonably consider necessary.

10.02 Tenant's Insurance

- (a) The Tenant shall, during and throughout the Term, at its sole cost and expense, take out and keep in full force and effect the following insurance:
 - (i) general liability insurance with respect to the Premises and the business carried on in or from the Premises of not less than THREE MILLION dollars (\$3,000,000.00) in respect of any injury to or death of one or more persons and loss or damage to the property of others, or such other coverage as the Landlord may from time to time require or approve in respect of the same;
 - (ii) property damage insurance in respect of the Tenant's furniture, fixtures and leasehold improvements and such other property in or forming part of the Premises as the Landlord may from time to time require against such perils and in such amounts as are normally insured in the circumstances by prudent tenants;
 - (iii) such additional insurance coverages as the Landlord may reasonably require from time to time.
- (b) All insurance required pursuant to this paragraph shall be placed on terms and conditions satisfactory to the Landlord and taken out with insurers acceptable to the Landlord.
- (c) At the request of the Landlord, the Tenant shall file with the Landlord certificates of insurance providing proof of the above listed coverages.
- (d) The Tenant shall promptly pay any premiums due on the insurance required to be effected by it and shall not have or do anything in the Premises which would impair or invalidate the obligations of any insurer, whether of the Landlord or the Tenant.
- (e) If the Tenant fails to insure in accordance with this paragraph or provide satisfactory proof of insurance when required or to pay premiums as due, or fails to maintain in force, the Landlord may, without prejudice to any of its other rights and remedies hereunder, shall have the right, but not the obligation and without notice to the Tenant, effect such insurance as agent for the Tenant and the cost thereof and all other reasonable expenses incurred by the Landlord demand and recover from the Tenant any premiums which the Landlord has paid as additional rent.
- (f) If any insurance policy placed by the Landlord in connection with the Premises or any part of the Premises is cancelled or is threatened by the insurer to be cancelled or the coverage under such policy is reduced in any way by the insurer by reason of the use and occupation of the Premises or any part of the same by the Tenant or its assignees, subtenants, concessionaires or licensees, or by anyone permitted to be in the Premises by the Tenant, and if the Tenant fails to remedy the condition giving rise to cancellation, threatened cancellation or reduction of coverage within forty-eight (48) hours after notice thereof from the Landlord, which notice need not be in writing, then the Landlord may at enter the Premises and remedy the condition which has given rise to such cancellation, threatened cancellation or reduction in coverage and the Tenant shall immediately pay the cost of so doing to the Landlord on demand as additional rent. The Landlord shall not be liable for any damage or injury of any kind whatsoever caused to any property of the Tenant or others in the Premises as a result of any such re-entry or entry.

All such policies shall be primary and not excess to or contributing with, any proceeds available to the Landlord.

- (g) Each of Tenant's insurance policies shall contain:
- (i) the Landlord and any mortgagee designated by notice from the Landlord, as additional insureds as their respective interest may appear;
 - (ii) an undertaking by the insurer that no material change adverse to the Landlord or the Tenant will be made and the policy will not lapse or be terminated, except after not less than thirty (30) days' written notice to the Landlord; and
 - (iii) a severability of interests clause, a cross-liability clause.
- (h) The Tenant shall ensure that the Landlord shall, at all times, be in possession of certificates of the Tenant's insurance policies executed by the underwriting insurance company which are in good standing and in compliance with the Tenant's obligations hereunder.

10.03 Indemnification of the Landlord

The Tenant shall promptly indemnify and save harmless the Landlord from any and all liabilities, damages, costs, claims, suits or actions arising out of any breach, violation or non-observance by the Tenant of any of its covenants and obligations under the Lease; from any damage to property while such property shall be in or about the Leased Premises including the systems, furnishings and amenities thereof as a result of the wilful or negligent act or omission of the Tenant, its employees, agents, invitees or licensees; and from any injury to any employee, agent, invitee or licensee, of the Tenant, including death resulting at any time therefrom, occurring on or about the Leased Premises or the adjoining walks, drives, ways or streets or in any manner arising from or in connection with the Tenant's use or occupation of the Leased Premises; and notwithstanding anything else herein contained, this indemnity shall survive the expiry or earlier termination of this Lease, in respect of any of the foregoing circumstances during the Term.

ARTICLE XI - MAINTENANCE, REPAIRS AND IMPROVEMENTS

11.01 Current Conditions of Premises

The Tenant agrees, at its cost, to have an inspection of the premises commissioned prior to the execution of this Lease, for environmental contamination and the current condition of all plumbing, heating and electrical services to satisfy its due diligence requirements and establish a benchmark of these items prior to the Tenant's occupation of the Premises. Tenant to provide Landlord with a copy of any such inspection report.

If as a result of any deficiencies identified in the inspection report commissioned by the Tenant at its expense, items of service, repair or replacement are identified, the Landlord, at its expense will bring these items into repair/service and good working order by or on August 14, 2015. Proof of the completion of such works will be submitted to the Tenant no later than 4:30 pm on August 14, 2015. Failure to provide such proof will result in the Tenant correcting these items and deducting payment from the base rent payment due September 1, 2015"

11.02 Maintenance and Repairs by the Tenant

The Tenant shall, at all times during the Term, at its sole cost and expense: (i) keep and maintain the Premises, the Improvements and the Tenant's trade fixtures, exterior signs and floor coverings in a clean and first-class condition and repair as would a prudent owner (which shall include, without limitation, periodic painting and decorating); and (ii) make all needed repairs and replacements in a good and workmanlike manner with due diligence, in accordance with all applicable requirements of any relevant Authority. If the Tenant fails to perform any obligation under this Article XI, then on not less than five (5) days' notice to the Tenant, the Landlord may enter the Premises and perform the obligation without liability to the Tenant for any loss or damage thereby incurred. The Tenant shall promptly after receiving the Landlord's invoice therefore reimburse the Landlord for all costs incurred by the Landlord in performing the

obligation plus fifteen percent (15%) of the costs for overhead and supervision.

11.03 Landlord's Approval of the Tenant's Improvements

- (a) The Tenant shall not install any Improvements in or to the Premises without the Landlord's prior written consent, which consent shall not be unreasonably withheld provided such Improvements do not affect the Structure or the Mechanical and Electrical Services.
- (b) With its request for consent, the Tenant shall submit to the Landlord details of the proposed Improvements, including plans and specifications prepared by qualified architects or engineers.
- (c) The Improvements shall be completed at the Tenant's expense and if approved by the Landlord, shall be performed:
 - (i) by such contractor(s) or sub-contractor(s) as the Tenant may select and the Landlord may approve, provided however that the Landlord shall not be liable for any damage or other loss or deficiency arising from or through such work. Each such contractor and sub-contractor shall be the Tenant's contractor and sub-contractor and shall not be deemed to be the Landlord's mandatory. The Tenant hereby undertakes that there shall be no conflict caused with any union or other contract to which the Landlord, its contractor(s), or any sub-contractor(s) may be a party, and in the event of any such conflict, the Tenant shall forthwith remove from the Building the Tenant's conflicting contractor(s) or sub-contractor(s);
 - (ii) in a good and workmanlike manner and in compliance with the highest standards including those set by the Landlord and all applicable requirements of any relevant Authority;
 - (iii) in accordance with plans and specifications approved in writing by the Landlord;
 - (iv) subject to the reasonable regulations, controls, supervision and inspection of the Landlord.
- (d) The Tenant shall, prior to commencing the Improvements, obtain, at its sole cost and expense, all necessary permits and licenses from any relevant Authority.
- (e) Upon completing of any Improvement, the Tenant shall provide to the Landlord as-built drawings and/or a CAD disk of same in a format useable by the Landlord, together with evidence satisfactory to the Landlord of a final inspection of such Improvement (including inspection of mechanical and electrical systems where applicable) by the authority which issued the permit or license for same.
- (f) If the Tenant performs any Improvements without compliance with all of the provisions of this Section, the Landlord shall have the right to require the Tenant to remove such Improvements forthwith, at the Tenant's expense, and to restore the Premises to their prior condition.

11.04 Repair According to the Landlord's Notice

The Landlord, or any Persons designated by it, shall have the right to enter the Premises at any reasonable time to view the state of repair and condition thereof and the Tenant shall promptly perform any maintenance (including painting and repair or replacement of any interior finishings), repairs or replacements according to the Landlord's notice and the Tenant's obligations hereunder.

11.05 Notice by Tenant

The Tenant shall give immediate notice to the Landlord of any accident, defect or damage in any part of the Premises or in the Building which comes to the attention of Tenant or any of its employees or contractors, notwithstanding the fact that the Landlord may not have any obligation in respect of the same.

11.06 Construction Liens

The Tenant shall make all payments and take all steps as may be necessary to ensure that no lien is registered against the Lands as a result of any work, services or materials supplied to the Tenant or the Premises. The Tenant shall cause any such registrations to be discharged or vacated immediately after notice from the Landlord, or within ten (10) days after registration, whichever is earlier. The Tenant shall indemnify and save harmless the Landlord from and against any liabilities, claims, liens, damages, costs and expenses, including legal expenses, arising in connection with any work, services or material supplied to the Tenant or the Premises. If the Tenant fails to cause any such registration to be discharged or vacated as aforesaid then, in addition to any other rights of the Landlord, the Landlord may, but shall not be obliged to, discharge the same by paying the amount claimed into court, and the amounts so paid and all costs incurred by the Landlord, including legal fees and disbursements, shall be paid by the Tenant to the Landlord as Additional Rent, forthwith upon demand.

11.07 Maintenance and Repairs by the Landlord

The Landlord will maintain and repair the Building as would a prudent owner of a similar Building, having regard to size, age and location, with the cost of such maintenance and repair to be included in Operating Costs. The obligations of the Landlord under this Section are subject to the following exceptions:

- (a) damage or destruction as set out in Article XIII, in the circumstances where this Lease will terminate;
- (b) damage or injury caused by or resulting from any negligence, fault, omission, want of skill, act or misconduct of the Tenant, its officers, agents, servants, employees, contractors, invitees, licensees or persons for whom the Tenant is responsible in law or over whom the Tenant may reasonably be expected to exercise control; and
- (c) the Tenant's obligations set out in Section 11.02.

ARTICLE XII - END OF TERM

12.01 Vacating of Possession

Forthwith upon the expiry or earlier termination of the Term, and any renewal thereof, the Tenant shall deliver to the Landlord vacant possession of the Premises in such condition in which the Tenant is required to keep the Premises during the Term, leave the Premises in a neat and clean condition and deliver to the Landlord all keys for the Premises.

12.02 Removal of Trade Fixtures

Provided the Tenant has paid all Rent and is not otherwise in default hereunder, at the expiry or earlier termination of the Term, the Tenant shall remove its trade fixtures (including any signs erected pursuant to Article 9.03) and repair all damage resulting from the installation or removal of such trade fixtures. If at the expiry or earlier termination of the Term, the Tenant does not remove its trade fixtures or any of its other property on the Premises, the Landlord shall have no obligation in respect thereof and may sell or destroy the same or have them removed or stored at the expense of the Tenant or, at the option of the Landlord, such trade fixtures or property shall become the absolute property of the Landlord without any compensation to the Tenant.

12.03 Removal of Improvements

Notwithstanding that the Improvements may become the property of the Landlord upon installation, at the expiry or earlier termination of the Term, the Tenant will, if required by the Landlord, remove any or all of such Improvements as required by the Landlord, and in so doing shall restore the Premises to their condition prior to the installation and removal of such Improvements. The Tenant shall repair and make good any damage to the Premises or to the Building caused either in the installation or removal of the Improvements.

12.04 Overholding by Tenant

Save and except a renewal made in accordance with Section 17.02 herein, if the Tenant remains in possession of all or any part of the Premises after the expiry of the Term, and any renewal period thereof, with the consent of the Landlord but without any further written agreement, then this Lease shall not be deemed to have been renewed thereby and the Tenant shall be deemed to be occupying the Premises as a monthly tenant on the same terms and set forth in this Lease insofar as they are applicable to a monthly tenancy, except for the length of the Term and that the monthly Basic Rent shall be 125% the monthly Basic Rent payable during the last twelve (12) months of the Term or renewal term, as the case may be.

ARTICLE XIII - DAMAGE AND DESTRUCTION

13.01 Damage to Premises

If, during the Term, the Premises, or any part thereof, are, in the opinion of the Architect, destroyed or damaged by any cause whatsoever so as to render the Premises substantially or wholly unfit for occupancy by the Tenant, then and so often as the same shall happen, the following provisions shall have effect:

(a) Significant Destruction to Premises

If the Premises are, in the opinion of the Architect, incapable of being repaired and restored with reasonable diligence within ninety (90) days of the date of such destruction or damage (the "Date of Damage"), then the Landlord may terminate this Lease by written notice given to the Tenant within thirty (30) days of the Date of Damage. In the event of such notice being so given:

- (i) this Lease shall cease and become null and void from the Date of Damage, except that the Tenant shall remain liable for all Rent accrued up to the Date of Damage;
- (ii) the Tenant shall immediately surrender the Premises and all of its interest herein to the Landlord;
- (iii) all Rent shall be apportioned and shall be payable by the Tenant only to the Date of Damage; and
- (iv) the Landlord may re-enter and re-possess the Premises.

but if, within the said period of thirty (30) days, notice terminating this Lease has not been given, then, upon the expiration of the said period or if the Landlord does not elect to terminate this Lease, the Landlord shall, with reasonable promptitude, proceed to repair and restore the damaged portions of the Structure (but not the Improvements) and the Mechanical and Electrical Services to their condition prior to the Date of Damage and the Tenant shall, with reasonable promptitude, proceed to repair and restore the Improvements and the balance of the Premises to their condition prior to the Date of Damage. In the event that the Landlord does not elect to terminate this Lease in accordance with this Subsection 13.01(a), Basic Rent shall abate in proportion to the portion of the Premises rendered untenable by such damage or destruction as determined by the Architect, from the Date of Damage to the date which is thirty (30) days following the date that the Landlord has restored the Premises to the extent of its obligations hereunder. In the event that this Lease is terminated in accordance with this Subsection 13.01(a), the Landlord hereby reserves any and all rights to indemnification by the Tenant which it may have as a result of any breach of covenant by the Tenant arising prior to the Date of Damage.

(b) Rebuilding/Repairing Premises

If, in the opinion of the Architect, the Premises are capable with reasonable diligence of being rebuilt and/or repaired and restored within ninety (90) days of the Date of Damage, then the Landlord shall rebuild and/or repair and restore the Premises to the extent of its obligations under Section 13.01(a) and the Tenant shall rebuild and/or repair and restore the Improvements and the balance of the Premises with all reasonable speed. Basic Rent shall abate in proportion to the portion of the Premises rendered untenable by such damage or destruction as determined by the Architect, from the Date of Damage to the

date which is thirty (30) days following the date that the Landlord has restored the Premises to the extent of its obligations hereunder.

13.02 Restoration of Premises

If there is damage or destruction to the Premises and if this Lease is not terminated pursuant to the provisions of this Article XIII, the Landlord, in performing its repairs as required hereby, shall not be obliged to repair or rebuild in accordance with plans or specifications for the Premises as they existed as of the Date of Damage but, rather, may repair or rebuild in accordance with any plans and specifications chosen by the Landlord in its sole discretion.

13.03 Damage to Building

If twenty five percent (25%) or more of the Rentable Area of the Building is damaged or destroyed by any cause whatsoever, whether or not there is any damage to the Premises, the Landlord may, at its option, by notice to be given to the Tenant within ninety (90) days after the Date of Damage, terminate this Lease as of the date specified in such notice, which date shall, in any event, be not less than thirty (30) days and not more than one hundred and eighty (180) days after the date of the giving of such notice. In the event of such termination, the Tenant shall surrender vacant possession of the Premises by not later than the said date of termination and Rent hereunder shall be apportioned to the effective date of termination. If the Landlord does not elect to terminate this Lease, the Landlord shall diligently proceed to repair and rebuild the Premises and the Building (but not the Improvements) to the extent of its obligations hereunder, but the repaired or rebuilt Building may be different in configuration and design from that existing prior to the Date of Damage.

13.04 Decision of Architect Binding

The decision of the Architect as to the time within which the damage or destruction to the Premises, the Improvements or the Building can or cannot be repaired, the extent of the damage, or the state of tenantability of the Premises, as the case may be, shall be final and binding upon the parties.

ARTICLE XIV - ASSIGNMENT AND SUBLETTING

14.01 Tenant not to Transfer

- (a) The Tenant will not, whether by conveyance, written agreement or otherwise, and whether or not by operation of law: assign this Lease in whole or in part (or any interest in this Lease), nor sublet all or any part of the Premises, or mortgage or encumber this Lease or the Premises or any part thereof, or suffer or permit the occupation of, or part with or share possession of all or any part of the Premises (whether by way of concessions, franchises, licenses or otherwise) by any Person, or suffer or permit a change in a partnership or corporate share holdings if the change results in a change in the effective control of the Tenant, (all of the foregoing being collectively referred to in this Article XIV as a "Transfer", and the person to whom the Premises is transferred is referred to as the "Transferee"), without the prior written consent of the Landlord, which consent may not be arbitrarily or unreasonably withheld. The Landlord shall be deemed to be acting reasonably in withholding its consent if:
- (i) the Transfer would violate any covenant or restriction granted to any other tenant of the Building;
 - (ii) in the Landlord's opinion: (A) either the financial background or the business history and capability of the proposed Transferee is not satisfactory; or (B) the nature or character of the proposed business of the proposed Transferee is such that it might harm the Landlord's business or reputation or reflect unfavourably on the Project, the Landlord, or other tenants of the Building, or the image of any of them, or is unethical, immoral or illegal;
 - (iii) the proposed Transferee or any principal of the proposed Transferee or any principal shareholder of the proposed Transferee has a history of defaults under other commercial leases or does not have a satisfactory history of compliance

with Laws;

- (iv) the proposed Transferee has agreed to pay to the Tenant some form of consideration that is reasonably attributable to the value of the Premises or to the Improvements;
- (v) the amount of rent to be paid by the proposed Transferee is less than that provided for in this Lease or the terms of the proposed Transfer are otherwise in any respect more favourable to the proposed Transferee than those of this Lease are to the Tenant;
- (vi) the proposed Transfer is a mortgage, charge or other encumbrance of the Tenant's rights or interest under this Lease;
- (vii) an event of default on the part of the Tenant has occurred and is continuing or any notice of default was given by the Landlord to the Tenant in the preceding twelve (12) month period;
- (viii) the proposed Transfer is a sublease by an existing sublessee of the Premises or any part thereof;
- (ix) there is any other reasonable ground not stated above for withholding consent; or
- (x) the Landlord does not receive sufficient information (including financial information) to enable it to make a determination concerning the matters set out above or consent for the Landlord to do a credit search in respect of the Transferee.

Notwithstanding any such Transfer permitted or consented to by the Landlord, the Tenant shall be jointly and severally liable with the Transferee and shall not be released from performing any of the terms, covenants and conditions of this Lease.

- (b) In addition, the following terms and conditions apply in respect of a consent given by the Landlord to a Transfer:
 - (i) the consent by the Landlord, if granted, is not a waiver of the requirement for consent to subsequent Transfers, and no Transfer shall relieve the Tenant of its obligations under this Lease, unless specifically so provided in writing;
 - (ii) no acceptance by the Landlord of Rent or other payments by a Transferee is: (A) a waiver of the requirement for the Landlord to consent to the Transfer, (B) the acceptance of the Transferee as tenant, or (C) a release of the Tenant from its obligations under this Lease or any indemnity agreement;
 - (iii) the Landlord may apply amounts collected from the Transferee to any unpaid Rent;
 - (iv) the Transferor, unless the Transferee is a subtenant of the Tenant, will retain no rights under this Lease in respect of obligations to be performed by the Landlord or in respect of the use or occupation of the Premises after the Transfer and will execute an indemnity agreement on the Landlord's standard form in respect of obligations to be performed after the Transfer by the Transferee;
 - (v) the Transferee shall, when required by the Landlord, jointly and severally with the Tenant, enter into an agreement directly with the Landlord agreeing to be bound by this Lease as if the Transferee had originally executed this Lease as the Tenant;
 - (vi) in the event that this Lease is disaffirmed, disclaimed or terminated by any trustee in bankruptcy of a Transferee, the original Tenant named in this Lease shall be deemed, upon notice by the Landlord given within 30 days of such disaffirmation, disclaimer or termination to have entered into a lease with the Landlord containing the same terms and conditions as in this Lease, with the exception of the Term of such Lease which shall expire on the date on which this Lease would have ended save for such disaffirmation, disclaimer or termination; and

- (vii) any documents relating to a Transfer or the Landlord's consent will be prepared by the Landlord or its solicitors and a reasonable administration charge of at least Two Hundred and Fifty Dollars (\$250.00) and the greater of: (i) a reasonable document preparation fee of at least Four Hundred and Fifty Dollars (\$450.00) or (ii) those legal fees on a solicitor and client basis incurred by the Landlord will be paid to the Landlord by the Tenant as Additional Rent forthwith upon demand.

14.02 Landlord's Option

Notwithstanding the other provisions contained in this Article XIV, after the Landlord receives a request for consent to a Transfer with the information herein required, it shall have the option, to be exercised by notice to the Tenant within fifteen (15) days after the receipt of such request, information and agreement, to terminate this Lease as it relates to the portion of the Premises which is the subject of the proposed Transfer, effective as of the date on which the proposed Transfer by the Tenant was proposed to occur. If the Landlord elects to terminate this Lease as aforesaid, Tenant shall have the right, to be exercised by written notice to the Landlord within ten (10) days after receipt of such notice of termination, to withdraw the request for consent to the Transfer, in which case, the Tenant shall not proceed with such Transfer, the notice of termination shall be null and void and this Lease shall continue in full force and effect.

14.03 No Advertising of Premises

The Tenant shall not advertise this Lease, or all or any part of the Premises or the business or fixtures therein for sale, without the Landlord's prior written consent.

14.04 Assignment by the Landlord

In the event of the sale, lease or disposition by the Landlord of the Building or any part thereof, or the assignment by the Landlord of this Lease or any interest of the Landlord hereunder, and to the extent that the purchaser or assignee thereof assumes the covenants and obligations of the Landlord hereunder, the Landlord shall, thereupon and without further agreement, be freed and relieved of all liability with respect of such covenants and obligations.

ARTICLE XV - REGISTRATION, STATUS STATEMENT, ATTORNMENT AND SUBORDINATION

15.01 Registration

The Tenant shall not register this Lease on the title to the Lands or any short form or notice hereof.

15.02 Status Statement

The Tenant shall, at any time and from time to time, execute and deliver to the Landlord or as the Landlord may direct, within five (5) Business Days after it is requested, a statement in writing, in the form supplied by the Landlord, certifying that this Lease is unmodified and in full force and effect (or if modified, stating the modification and stating that this Lease is in full force and effect as modified), the Commencement Date, the amount of the Basic Rent and other Rent then being paid hereunder, the dates to which such Rent hereunder has been paid, whether or not there is any existing default on the part of the Landlord of which the Tenant is aware and any other particulars that the Landlord may reasonably request.

15.03 Subordination and Attornment

This Lease and the rights of the Tenant hereunder shall be subject and subordinate to all existing or future mortgages, charges or other security instruments or encumbrances and to all renewals, modifications, consolidations, replacements and extensions thereof. Whenever requested by the Landlord or a mortgagee, the Tenant shall enter into an agreement with the mortgagee whereby the Tenant postpones or subordinates this Lease to the interest of such mortgagee and agrees that if such mortgagee becomes a mortgagee in possession or realizes on its security, it shall attorn to such mortgagee as a tenant upon all the terms of this Lease. On written request of the Tenant, the Landlord shall submit the Tenant's form of non-disturbance agreement to any mortgagee with an interest in the Lands for its consideration and the Tenant

will be responsible for all costs and charges in connection therewith.

15.04 Attorney

At the request of the Landlord the Tenant shall execute promptly such statements and instruments as required under Sections 15.02 and 15.03. The Tenant hereby irrevocably appoints the Landlord as the Tenant's attorney with full power and authority to execute and deliver in the name of the Tenant any such instruments or certificates. Where the Tenant has not executed such instruments or certificates within fifteen (15) days after the date of a written request by the Landlord, the Landlord shall have the right to terminate this Lease without incurring any liability on account thereof.

ARTICLE XVI - DEFAULT

16.01 Right to Re-Enter

If and whenever:

- (a) the Tenant fails to pay any Rent when due; or
- (b) the Tenant fails to observe or perform any obligation of the Tenant, other than payment of Rent after ten (10) days' notice by the Landlord (or if the failure would reasonably require more than ten (10) days to rectify, unless the Tenant commences rectification within the ten (10) day notice period and thereafter diligently proceeds to rectify the failure); or
- (c) the Tenant or any person occupying the Premises or any part thereof becomes bankrupt or insolvent or files any proposal or makes any assignment for the benefit of creditors or any arrangement or compromise; or
- (d) a receiver or a receiver and manager is appointed for all or a portion of the Tenant's property; or
- (e) any steps are taken or any action or proceeding are instituted for the dissolution, winding-up or liquidation of the Tenant or its assets; or
- (f) the Tenant makes a sale in bulk of any of its assets, wherever situated (other than a bulk sale made to an assignee or sublessee pursuant to a permitted Transfer hereunder and pursuant to the Bulk Sales Act, R.S.O. c.B.14, as amended; or
- (g) the Tenant fails to move into or take possession of the Premises, abandons or attempts to abandon the Premises, or sells or disposes of the goods and chattels of the Tenant or removes them from the Premises so that there would not be sufficient goods of the Tenant on the Premises subject to distress to satisfy all Rent due or accruing hereunder for a period of at least six (6) months; or
- (h) the Premises become and remain vacant for a period of five (5) consecutive days or are used by any persons other than such as are entitled to use them hereunder; or
- (i) the Tenant effects a Transfer of all or any part of the Premises except in a manner permitted by this Lease; or
- (j) this Lease or any of the Tenant's assets are taken under any writ of execution; or
- (k) termination or re-entry is permitted under any other provisions of this Lease;

then current and the next three (3) months' Rent shall be forthwith due and payable and the Landlord, in addition to any other rights or remedies it has pursuant to this Lease or by law, has the immediate right to terminate this Lease or to re-enter the Premises and it may repossess the Premises and may expel all persons and remove all property from the Premises and such property may be removed and sold or disposed of by the Landlord as it deems advisable or may be stored in a public warehouse or elsewhere at the cost and for the account of the Tenant.

16.02 Right to Relet

- (a) In the event of the Tenant's default, the Landlord as agent of the Tenant, may relet the Premises and take possession of any furniture, fixtures, equipment or other property thereon and, upon giving notice to the Tenant, store the same at the expense and risk of the Tenant or sell or otherwise dispose of the same at a public or private sale without further notice, and to make alterations to the Premises to facilitate their reletting and to apply the net proceeds of the sale of any furniture, fixtures, equipment, or other property or from the reletting of the Premises, less all expenses incurred by the Landlord in making the Premises ready for reletting and in reletting the Premises, on account of the Rent due and to become due under this Lease, and the Tenant shall be liable to the Landlord for any deficiency and for all such expenses incurred by the Landlord as aforesaid; nothing done by the Landlord shall be construed as an election to terminate this Lease unless written notice of such termination is given by the Landlord to the Tenant.
- (b) Upon each such reletting, all Rent received by the Landlord from such reletting shall be applied, first, to the payment of any indebtedness other than Rent due hereunder from the Tenant to the Landlord; second, to the payment of any costs and expenses of such reletting and of costs of such alterations and repairs; third, to the payment of Rent due and unpaid hereunder; and the residue, if any, shall be held by the Landlord and applied in payment of future Rent as the same becomes due and payable hereunder. If such Rent received from such reletting during any month is less than that to be paid during that month by the Tenant hereunder, the Tenant shall pay any such deficiency which shall be calculated and paid monthly in advance on or before the first day of each and every month.

16.03 Right to Terminate

If the Landlord at any time terminates this Lease for any breach by the Tenant, it may recover from the Tenant all damages it incurs by reason of such breach, including the cost of recovering the Premises, solicitor's fees (on a solicitor and his client basis) and including the worth at the time of such termination of the excess, if any, of the amount of Rent and charges equivalent to Rent required to be paid pursuant to this Lease for the remainder of the Term over then reasonable rental value of the Premises for the remainder of the Term, all of which amounts shall be immediately due and payable by the Tenant to the Landlord.

16.04 Landlord may Cure the Tenant's Default or Perform the Tenant's Covenants

The Landlord may pay any amounts or charges required to be paid by the Tenant pursuant to this Lease, if the Tenant has not paid such amounts after five (5) days' notice by the Landlord of any such amount. If the Tenant is in default in the performance of any obligations hereunder (other than the payment of Rent), the Landlord may from time to time after giving such notice as it considers sufficient (or without notice in the case of an emergency), perform or cause to be performed any or part of such obligations, and for such purpose may do such things as may be required including, without limitation, entering upon the Premises and doing such things upon or in respect of the Premises or any part thereof as the Landlord reasonably considers necessary. All expenses incurred and expenditures made pursuant to this Section shall be paid by the Tenant as Additional Rent, or otherwise as may be the case, forthwith upon demand. The Landlord shall have no liability to the Tenant for any loss or damage resulting from any such action or entry by the Landlord upon the Premises and the same is not a re-entry or a breach of any covenant for quiet enjoyment contained in this Lease.

16.05 Charges Collectible as Rent

If the Tenant is in default in the payment of any amounts or charges required to be paid pursuant to this Lease, such amounts or charges shall, if not paid when due, be collectible as Rent with the next monthly instalment of Basic Rent thereafter falling due hereunder, but nothing herein contained is deemed to suspend or delay the exercise of any other remedy of the Landlord. The Tenant agrees that the Landlord may, at its option, apply or allocate any sums received from or due to the Tenant against any amounts due and payable hereunder in such manner as the Landlord sees fit.

ARTICLE XVII - MISCELLANEOUS

17.01 Rules and Regulations

The Landlord may, from time to time, make and amend reasonable rules and regulations for the management and operation of the Building and the Tenant and all persons under its control shall comply with all of such rules and regulations of which notice is given to the Tenant from time to time, all of which shall be deemed to be incorporated into and form part of this Lease.

17.02 Renewal Option

- (a) The Landlord hereby grants to the Tenant the right, if the Tenant is not in default and at the Tenant's option, to lease the premises for a further term of Five (5) years and such renewal term shall commence the day following the expiration of the initial term herein above described. The terms and conditions thereof shall be the same as herein contained, save and except for the right of further renewal, and save and except for rent which shall be payable in accordance with the provisions of **Schedule "D"** attached hereto.
- (b) The said option, as exercised by the Tenant, shall be exercised by notice in writing given to the Landlord in the manner provided herein, not later than February 1, 2020, failing which the said option shall be null and void. If such Notice to renew is delivered while the Tenant is in default under this Lease, the Landlord shall deliver to the Tenant within 21 days of receipt of the notice exercising the option to renew notice in writing that such notice to renew is void and of no effect.
- (c) In the event that the Tenant exercises the said option or options to renew, the parties hereto agree that a new lease need not be executed, but that the tenancy for the relevant renewal term will be deemed to be on the same terms and conditions as provided in this Lease, changed only as to the term and rent of the relevant tenancy, such rent to be determined pursuant to this paragraph.

17.03 Access to Premises

- (a) Without limiting any other rights the Landlord may have pursuant to this Lease or at law, the Landlord shall have the right to enter the Premises at any time for any of the following purposes: (i) to examine the Premises and to perform any maintenance, repairs or alterations to any part of the Premises or to any equipment and services serving the Premises or any other part of the Building; (ii) in cases of emergency; (iii) to read any Utility or other meters; (iv) to show the Premises to prospective purchasers and to permit prospective purchasers to make inspections, measurements and plans; and (v) during the last twelve (12) months of the Term to show the Premises to prospective tenants and to permit prospective tenants to make inspections, measurements and plans.
- (b) The Landlord shall have the right to run through the Premises, conduits, wires, pipes, ducts and other elements of any systems for utilities, heating, ventilating, air-conditioning and humidity control, telephone and other communications systems and any other such systems to serve the Premises, Common Areas and Facilities or the Building.
- (c) The Landlord shall exercise its rights pursuant to this Section in such manner and at such times as the Landlord, acting reasonably but in its sole discretion, shall determine. At any time that entry by the Landlord is desired in case of emergency, and if no personnel of Tenant are known by the Landlord to be present on the Premises or if such personnel fail for any reason to provide the Landlord with immediate access at the time such entry is desired, the Landlord may forcibly enter the Premises without liability for any damage caused thereby.

17.04 Cancellation

Either party shall have the right to terminate this Lease upon providing the other party with 180 days prior written notice, with the effective termination date falling on the last day of a month during the Term, and such termination occurring without penalty, compensation, damages or bonus to either party. Upon the expiry date of such notice of termination, the Tenant shall deliver up vacant possession of the Premises, pursuant to the terms of this Lease, and this Lease

shall then be terminated.

17.05 Remedies to Subsist

No waiver of any of the Tenant's obligations under this Lease or of any of the Landlord's rights in respect of any default by the Tenant hereunder shall be deemed to have occurred as a result of any condoning, overlooking or delay by the Landlord in respect of any default by the Tenant or by any other act or omission of the Landlord including, without limitation, the acceptance of any Rent less than the full amount thereof or the acceptance of any Rent after the occurrence of any default by the Tenant. The waiver by the Landlord of any default of the Tenant or of any rights of the Landlord, which shall be effected only by an express written waiver executed by the Landlord, shall not be deemed to be a waiver of any term, covenant or condition in respect of which such default or right has been waived and shall not be deemed to be a waiver of any subsequent default of the Tenant or right of the Landlord. All rights and remedies of the Landlord under this Lease and at law shall be cumulative and not alternative, and the exercise by the Landlord of any of its rights pursuant to this Lease or at law shall at all times be without prejudice to any other rights of the Landlord, whether or not they are expressly reserved.

17.06 Impossibility of Performance

If and to the extent that either the Landlord or the Tenant shall be delayed in the fulfilment of any obligation under this Lease, other than the payment by the Tenant of any Rent, by reason of unavailability of material, equipment, utilities, services or by reason of any Laws, including Orders-in-Council, or by reason of any other similar cause beyond its control and not avoidable by the exercise of reasonable foresight (excluding the inability to pay for their performance of such obligation), then the party being delayed shall be entitled to extend the time for fulfilment of such obligation by a time equal to the duration of such delay and the other party shall not be entitled to any compensation for any loss or inconvenience occasioned thereby. The party delayed will, however, use its best efforts to fulfil the obligation in question as soon as is reasonably practicable by arranging an alternate method of providing the work, services or materials.

17.07 Notices

All notices, statements, demands, requests or other instruments which may be or are required to be given under this Lease shall be in writing and shall be delivered in person or sent by facsimile or prepaid registered Canadian mail addressed to the Tenant or the Landlord as set out in Subsection 1.01(n) and Subsection 1.01 (o) respectively, or such other addresses as the Landlord and Tenant may from time to time designate. All such notices shall be conclusively deemed to have been given and received upon the day the same is personally delivered or sent by facsimile (with confirmation of transmission) or, if mailed as aforesaid, three (3) Business Days after the same is mailed as aforesaid. Any party may at any time by notice in writing to the other change the address for service of notice on it. If two or more persons are named as tenant, any notice given hereunder shall be sufficiently given if delivered or mailed in the foregoing manner to any one of such persons.

Notwithstanding the provision of any statute or law relating thereto, service by means of electronic mail of any notice(s) required to be given in writing by either party hereto pursuant to the Lease shall not constitute good and effective service.

17.08 Complete Agreement

There are no covenants, representatives, agreements, warranties or conditions in any way relating to the subject matter of this Lease or the tenancy created hereby, expressed or implied, collateral or otherwise, except as expressly set forth herein, and this Lease constitutes the entire agreement between the parties and may not be modified except by subsequent written agreement duly executed by the Landlord and Tenant. **Schedules "A", "B", "C" and "D"** attached hereto form part of this Lease.

17.09 Collateral Rights

The Tenant acknowledges that any right of first refusal, option to lease and right of first

offer, or other right to lease and any exclusive restriction or similar restriction granted to it under this Lease is collateral in nature and not fundamental to this Lease. The remedies of the Tenant in connection with any breach of such rights are limited to an action in damages and will not entitle the Tenant to treat any breach of such rights as a repudiation or fundamental breach of this Lease by the Landlord.

17.10 Time of the Essence

Time is of the essence of all terms of this Lease.

17.11 Applicable Law

This Lease shall be governed by and interpreted in accordance with the Laws of the Province of Ontario. The parties agree that the Courts of Ontario shall have jurisdiction to determine any matters arising hereunder.

17.12 Severability

If any provision of this Lease is illegal, unenforceable or invalid, it shall be considered separate and severable and all the remainder of this Lease shall remain in full force and effect as though such provision had not been included in this Lease but such provision shall nonetheless continue to be enforceable to the extent permitted by law.

17.13 No Partnership or Agency

The Landlord does not in any way or for any purpose become a partner of the Tenant in the conduct of its business, or otherwise, or a joint venturer or a member of a joint enterprise with the Tenant, nor is the relationship of principal and agent created.

17.14 Section Numbers and Headings

The section numbers and headings of this Lease are inserted for convenience only and shall in no way limit or affect the interpretation of this Lease. References in this Lease to section numbers refer to the applicable section of this Lease, unless a statute or other document is specifically referred to.

17.15 Interpretation

Whenever a word importing the singular or plural is used in this Lease, such word shall include the plural and singular respectively. Where any party is comprised of more than one entity, the obligations of each of such entities shall be joint and several. Words importing persons of either gender and firms or corporations shall include persons of the other gender and firms or corporations as applicable. Subject to the express provisions contained in this Lease, words such as "hereof", "herein", "herely", "hereafter" and "hereunder" and all similar words or expressions shall refer to this Lease as a whole and not to any particular section or portion hereof.

17.16 Successors

This Lease shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, assigns and other legal representatives except only that this Lease shall not enure to the benefit of any of such parties unless and only to the extent expressly permitted pursuant to the provisions of this Lease.

17.17 Not Binding on the Landlord

This Lease is not binding on the Landlord until it has been duly executed by or on behalf of the Landlord.

17.18 Freedom of Information

The Landlord and Tenant acknowledge that the commercial and financial information in this Lease is subject to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.M.56, as amended, or any successor act.



17.19 Dispute Resolution

If any dispute or question arises between the parties concerning the interpretation or application of this Lease or the rights or obligations of the parties hereunder, the parties to such dispute or question will attempt in good faith to resolve the same. If within 30 days the dispute or question is not satisfactorily resolved, the matter will be conclusively settled by submission to arbitration in accordance with the rules of the *Arbitration Act, 1991* (Ontario). The following rules will apply to the arbitration:

(a) a single arbitrator appointed by mutual agreement of the parties will hear the arbitration. In the event of failure to reach such agreement within ten days, any party may apply to a justice of the Superior Court of Justice of the Province of Ontario to appoint the arbitrator;

(b) the arbitration will be conducted in the English language in the Geographic Village of Haliburton, County of Haliburton Ontario, Canada for a period of time not to exceed 10 Business Days;

(c) the arbitration will be held in private and no person except the parties and their respective representatives and witnesses will be present unless authorized by the arbitrator;

(d) subject to the provisions of this Section 17.19, the parties will agree, in consultation with the arbitrator, on the rules of the arbitration. Absent such agreement, the arbitrator will be entitled to establish the procedures to be followed, provided that in doing so, the arbitrator will be guided by the parties' mutual intention that such procedures should be designed to expedite the proceedings and minimize to the extent practicable the expenses for the parties;

(e) the arbitration award will be final and binding on the parties and will not be subject to appeal (those provisions of the *Arbitration Act, 1991* (Ontario) necessary to achieve such result are hereby expressly excluded); and

(f) the costs of the arbitration will be in the discretion of the arbitrator.

The procedures specified in this Section are the only procedures for the resolution of any dispute or claim arising out of or related to this Lease, or the breach, termination or validity thereof. If any party attempts to have issues resolved in court, the parties agree that this Section can be used to stay any such proceedings. Notwithstanding the foregoing, before or during the time that the parties follow such procedures, either party will be entitled to go to the appropriate court to get a preliminary injunction or other preliminary judicial relief if such party reasonably believes that such a step is necessary to avoid irreparable damage or harm.

17.20 Force Majeure

In the event that the Tenant hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labour troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the Tenant delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay and the period of the performance of any such act shall be extended for a period equivalent to the period of such delay.



IN WITNESS WHEREOF the parties have executed this Lease.

RESICOM PROPERTIES INC.

Per: _____

Name: Rick Irons
Title: President

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

Per: _____

Name: Andy Letham
Title: Mayor

Per: _____

Name: Judy Corrin
Title: Clerk

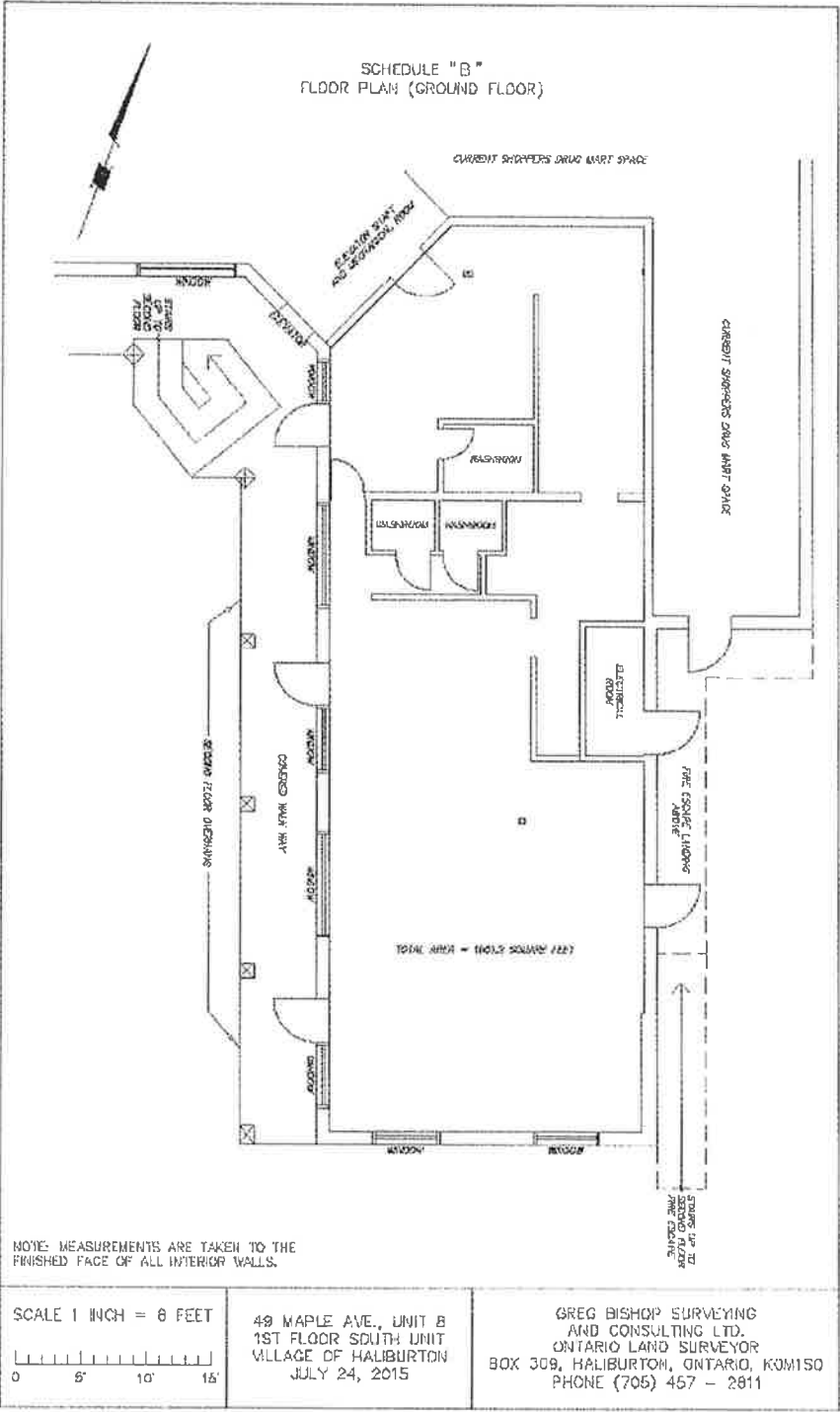
We have authority to bind the Corporation

SCHEDULE "A"
LEGAL DESCRIPTION

49 Maple Avenue

Concession 9 Part Lot 17 Plan 1 Block U Part Lot 1 Dysart, County of Haliburton

Unit 8



SCHEDULE "C"

ANNUAL RENT INCREASE

- a) for the period commencing on August 1, 2016 and ending on July 31, 2017. Sixteen Thousand, Three Hundred Thirty-Two Dollars and Twenty-Four Cents (\$16,332.24) per annum, One Thousand, Three Hundred Sixty-One Dollars and Two Cents (\$1,361.02) per month, calculated at a rate of Ten Dollars and Twenty Cents (\$10.20) per square foot of the Rentable Area, HST to be added, the first of such monthly instalments to be due and payable on the 1st day of August, 2016.
- b) for the period commencing on August 1, 2017 and ending on July 31, 2018. Sixteen Thousand, Six Hundred Fifty-Two Dollars and Forty-Eight Cents (\$16,652.48) per annum, One Thousand, Three Hundred Eighty-Seven Dollars and Seventy-One Cents (\$1,387.71) per month, calculated at a rate of Ten Dollars and Forty Cents (\$10.40) per square foot of the Rentable Area, HST to be added, the first of such monthly instalments to be due and payable on the 1st day of August, 2017.
- c) for the period commencing on August 1, 2018 and ending on July 31, 2019. Sixteen Thousand, Nine Hundred Eighty-Eight Dollars and Seventy-Three Cents (\$16,988.73) per annum, One Thousand, Four Hundred Fifteen Dollars and Seventy-Three Cents (\$1,415.73) per month, calculated at a rate of Ten Dollars and Sixty-One Cents (\$10.61) per square foot of the Rentable Area, HST to be added, the first of such monthly instalments to be due and payable on the 1st day of August, 2018.
- d) for the period commencing on August 1, 2019 and ending on July 31, 2020. Seventeen Thousand, Three Hundred Twenty-Four Dollars and Ninety-Eight Cents (\$17,324.98) per annum, One Thousand, Four Hundred Forty-Three Dollars and Seventy-Five Cents (\$1,443.75) per month, calculated at a rate of Ten Dollars and Eighty-Two Cents (\$10.82) per square foot of the Rentable Area, HST to be added, the first of such monthly instalments to be due and payable on the 1st day of August, 2019.



SCHEDULE "D"

RENEWAL OPTION

- a) for the period commencing on August 1, 2020 and ending on July 31, 2021. Seventeen Thousand, Six Hundred Seventy-Seven Dollars and Twenty-Five Cents (\$17,677.25) per annum, One Thousand, Four Hundred Seventy-Three Dollars and Ten Cents (\$1,473.10) per month, calculated at a rate of Eleven Dollars and Four Cents (\$11.04) per square foot of the Rentable Area, HST to be added, the first of such monthly instalments to be due and payable on the 1st day of August, 2020.
- b) for the period commencing on August 1, 2021 and ending on July 31, 2022. Eighteen Thousand, Twenty-Nine Dollars and Fifty-One Cents (\$18,029.51) per annum, One Thousand, Five Hundred Two Dollars and Forty-Six Cents (\$1,502.46) per month, calculated at a rate of Eleven Dollars and Twenty-Six Cents (\$11.26) per square foot of the Rentable Area, HST to be added, the first of such monthly instalments to be due and payable on the 1st day of August, 2021.
- c) for the period commencing on August 1, 2022 and ending on July 31, 2023. Eighteen Thousand, Three Hundred Ninety-Seven Dollars and Seventy-Nine Cents (\$18,397.79) per annum, One Thousand, Five Hundred Thirty-Three Dollars and Fifteen Cents (\$1,533.15) per month, calculated at a rate of Eleven Dollars and Forty-Nine Cents (\$11.49) per square foot of the Rentable Area, HST to be added, the first of such monthly instalments to be due and payable on the 1st day of August, 2020.
- d) for the period commencing on August 1, 2023 and ending on July 31, 2024. Eighteen Thousand, Seven Hundred Sixty-Six Dollars and Six Cents (\$18,766.06) per annum, One Thousand, Five Hundred Sixty-Three Dollars and Eighty-Four Cents (\$1,563.84) per month, calculated at a rate of Eleven Dollars and Seventy-Two Cents (\$11.72) per square foot of the Rentable Area, HST to be added, the first of such monthly instalments to be due and payable on the 1st day of August, 2020.
- e) for the period commencing on August 1, 2024 and ending on July 31, 2025. Nineteen Thousand, One Hundred Thirty-Four Dollars and Thirty-Four Cents (\$19,134.34) per annum, One Thousand, Five Hundred Ninety-Four Dollars and Fifty-Three Cents (\$1,594.53) per month, calculated at a rate of Eleven Dollars and Ninety-Five Cents (\$11.95) per square foot of the Rentable Area, HST to be added, the first of such monthly instalments to be due and payable on the 1st day of August, 2020.

LEASE EXTENSION AGREEMENT

Effective the 1st day of July, 2025.

BETWEEN:

RESICOM PROPERTIES INC.

(hereinafter called the "Landlord")

- and -

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

(hereinafter called the "Tenant")

WHEREAS:

- a) The Landlord is the owner of the property located at 49 Maple Avenue, Haliburton and legally described as Concession 9 Part Lot 17 Plan 1 Block U Part Lot 1 Dysart; County of Haliburton (the "Premises");
- b) The Landlord and the Tenant entered into a Lease Agreement (the "Lease Agreement") dated August 1, 2015 for the purpose of occupying 1,601.2 square feet of space, identified in Schedule "B" of the Lease Agreement.
- c) As per section 1.01(l) of the Lease Agreement, the Landlord and the Tenant entered into a 5-year extension of the Lease Agreement commencing August 1, 2020 and expiring on July 31, 2025.
- d) The Tenant has requested, and the Landlord is agreeable to, an additional 1-year extension of the Lease Agreement (the "Second Renewal Term"), on the same terms and conditions; save and except for rent. This lease extension agreement (the "Extension Agreement") is to reflect the additional extension and rent.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Extension of Lease

- 1.01 The parties agree hereto that the Lease Agreement is hereby extended for the Second Renewal Term
- 1.02 The Second Renewal Term shall commence on August 1, 2025 and expire on July 31, 2026.

Appendix B to Report RS2025-018 File No. L17-25-RS001
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- 1.03 The terms and conditions of the Second Renewal Term shall be the same as therein contained in the Lease Agreement, save and except for rent, which shall be payable as set out in Section 2 below.

2. Rent for the Second Renewal Term

- 2.01 For the period commencing on August 1, 2025 and ending on July 31, 2026, rent shall be Nineteen Thousand Five Hundred Eighteen Dollars and Sixty-Three Cents (\$19,518.63) per annum, One Thousand Six Hundred Twenty-Six Dollars and Fifty-Five Cents (\$1,626.55) per month, calculated at a rate of Twelve Dollars and Nineteen Cents (\$12.19) per square foot of the Rentable Area (being 1,601.2 square feet). HST to be added, with the first of such monthly installments to be due and payable on the 1st day of August, 2025.

IN WITNESS WHEREOF the parties have executed this Extension Agreement.

DATED at _____, this _____ day of _____, 2025

RESICOM PROPERTIES INC.

PER: _____

Name: Rick Irons

Title: President

(I have authority to bind the Corporation)

DATED at Lindsay, this _____ day of _____, 2025

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

PER: _____

Name: Doug Elmslie

Title: Mayor

PER: _____

Name: Cathie Ritchie

Title: Clerk

(We have authority to bind the Corporation)

Council Report

Report Number: **CORP2025-003**

Meeting Date: March 18, 2025

Title: **High Water Bill Relief – 12 Moynes Crt - Lindsay**

Author and Title: Linda Liotti, Manager, Revenue and Taxation

Recommendation(s):

That Report CORP2025-003, **High Water Bill Relief – 12 Moynes Crt, Lindsay**, be received.

Department Head: _____

Financial/Legal/HR/Other:_____

Chief Administrative Officer:_____

Background:

At the Committee of the Whole meeting on January 14, 2025, a deputation seeking financial relief from a high water bill was presented by Ms. Peggy Brooks, property owner of 12 Moynes Court in Lindsay.

Further, at the Council Meeting on January 28, 2025, the following resolution was carried:

CR2025-015

Moved By Deputy Mayor McDonald

Seconded By Councillor Richardson

That the deputation of Peggy Brooks, **regarding a Request for a Water Bill Reduction for 12 Moynes Court, Lindsay**, be received and referred to Staff for review and report back to Council by the end of Q1, 2025.

Carried

This report addresses this direction.

On March 11, 2025, Ms. Brooks advised City Staff that she has withdrawn her request for relief of the high water bill for 12 Moynes Crt. Lindsay.

Rationale:

The scenario presented does not qualify for relief under the High Bill Adjustment Policy, as per Section 11, which states:

11. Obvious or Hidden Leaks

11.1 This policy applies to all property types where an obvious or hidden leak has occurred, causing high consumption, **due to circumstances beyond the control of the property owner** and do not include circumstances identified in Section 2.9 of this policy.

Where Section 2.9 reads:

2.9 The following circumstances will not qualify for an adjustment to an account:

- Water loss, resulting in high consumption, from circumstances within the control of the property owner. Examples of such circumstances are, but not limited to, obvious or hidden leaks in the following:

- o Plumbing fixtures (taps, toilets, etc)
- o Water softeners
- o Irrigation system
- o Icemakers
- o Water powered sump pumps
- Water loss due to theft, vandalism or construction damage, as the responsibility to resolve these issues lies with the customer
- A leak was caused by a third party from whom the customer is able to recover their costs
- A dwelling and/or building is Unoccupied and/or Vacant for 72 hours or More
- Costs can be recovered through an insurance claim

The Utility Billing division fully investigated the water meter at 12 Moynes Crt and concluded that the water meter register was not functioning appropriately.

On November 21, 2024, a new water meter and outside reader was installed.

Subsequent to the new meter being installed, Ms. Brooks contacted the Manager, Revenue & Taxation expressing she was not prepared to pay the bill as she felt the high consumption was a result of a malfunctioning meter. In an effort to resolve this matter, City staff advised Ms. Brooks that the removed water meter would be sent away to a third party testing, kindly see Appendix B - 12 Moynes Crt-Atlantic Liquid Meters Ontario-Meter Test Report.

Ms. Brooks was provided a copy of the above noted report. The report states the meter removed from 12 Moynes Crt was functioning at an overall all accuracy of 99.35%, well within the acceptable accuracy range.*

* In North America, the American WaterWorks Association (AWWA) is the governing body for the water industry and sets standards and recommendations for all types of water meter accuracy. The AWWA's accuracy standards reference two types of flow rates to define accuracy, "Normal Flow" and "Minimum Low Flow", which vary depending on the size and type of the meter.

The AWWA's allowable accuracy for water meters is as follows:

Normal Flow: 98.5% - 101.5% (or 100% @ +/- 1.5%)

Minimum Low Flow: Positive Displacement Meters: 95% - 101%

With consideration given to the outcome of the water meter accuracy test, Ms. Brooks, withdrew her request for relief of the high water bill for 12 Moynes Crt, Lindsay.

Other Alternatives Considered:

Not applicable as relief request has been withdrawn

Alignment to Strategic Priorities

This report is in alignment with the Kawartha Lakes Strategic Plan priority of good government.

Financial/Operation Impacts:

The Water and Wastewater rates are established to recover the cost of producing and delivering safe drinking water to property owners, and the collection and treatment of wastewater.

Providing relief to residents for water bills results in the City incurring a cost with no recovery revenue. This cost is then borne by the remaining user rate contributors throughout the City.

Consultations:

Director, Public Works

Attachments:

Appendix A – CP2017-006-High-Bill-Adjustment-Policy (v. Sept-24-2019)



CP2017-006-High-Bill-Adjustment-Policy (v. Sept-24-2019).pdf

Appendix B-CORP2025-003-High Water Bill Relief-12 Moynes Crt-Lindsay



Appendix B-CORP2025-003-High Water Bill Relief-12 Moynes Crt-Lindsay.pdf

Department Head email: sbeukeboom@kawarthalakes.ca

Department Head: Sara Beukeboom, Director of Corporate Services

Council Policy No.:	CP2017-006
Council Policy Name:	High Bill Adjustment Policy
Date Approved by Council:	April 18, 2017
Date revision approved by Council:	September 24, 2019
Related SOP, Management Directive, Council Policy, Forms	

Policy Statement and Rationale:

This Policy establishes the expectations of Council relating to a high bill inquiry.

Scope:

This policy covers various types of high consumption water and wastewater bills and how to address customer concerns.

Policy:

1. Definitions:

- 1.1 **“High Bill”** is a bill that is 2 x the normal consumption for the same period in the previous year based upon average daily consumption.
- 1.2 **“Leak”** means an unintentional water loss that is caused by circumstances beyond the control of the property owner (eg. broken and/or malfunctioning pipes within a residence or building). A leak occurs when there is a failure on the plumbing system to do what it was designed to do.
- 1.3 **“Unoccupied”** means a dwelling and/or building in which occupants are absent from the property for a time period of seventy-two (72) hours or more.
- 1.4 **“Vacant”** means regardless of the presence of furnishings, a vacant dwelling and/or building is one that is not used by an owner/lessee or is not occupied by an owner/lessee. A newly constructed dwelling and/or building is also considered to be vacant after it is completed and before the occupants move in.

2. General

2.1 A high bill can be a result of:

- A reading error
- A period of increased consumption
- An estimated bill that is higher than the actual consumption
- A catch up bill following one or more estimated bills
- A final meter reading from an existing meter where a new water meter is being installed
- Obvious or hidden leaks
- A malfunctioning water meter
- Installation of a new meter
- Mis-matching of registers and meters

2.2 Pipes and infrastructure after a water meter are on private property and is not a municipal responsibility.

2.3 Plumbing must be in compliance with government regulations.

2.4 By-law 2018-039, A By-law to Regulate Water and Wastewater Services, Section 10.03(i) provides authority to adjust accounts where the meter is not registering or not registering correctly.

2.5 Estimated readings are used where an actual reading cannot be obtained due to:

- Staff availability
- No reading available due to faulty equipment

2.6 Estimated readings will not be used when an actual water meter reading is available and is higher than a normal reading as it masks potential issues that may not be identified until subsequent bills.

2.7 An estimated reading is identified on the bill.

2.8 Staff shall assist the customer in identifying the cause of a high bill.

2.9 The following circumstances will not qualify for an adjustment to an account:

- Water loss, resulting in high consumption, from circumstances within the control of the property owner. Examples of such circumstances are, but not limited to, obvious or hidden leaks in the following:
 - Plumbing fixtures (taps, toilets, etc)
 - Water softeners
 - Irrigation system
 - Icemakers
 - Water powered sump pumps
- Water loss due to theft, vandalism or construction damage, as the responsibility to resolve these issues lies with the customer
- A leak was caused by a third party from whom the customer is able to recover their costs
- A dwelling and/or building is Unoccupied and/or Vacant for 72 hours or more
- Costs can be recovered through an insurance claim

3. A Reading Error

3.1 Occasionally a reading error will occur and result in a higher than normal bill for a customer. When this happens the correct reading shall be entered and the customer will be notified of the adjustment if applicable.

3.2 Where the reading error was a prior period resulting in a low bill and then a higher bill in the subsequent billing cycle, the customer will be provided the details of the error, and if requested, will be provided an extended period of time to pay the higher bill without late payment charges. Repayments should not extend beyond 6 months.

4. Period of Increased Consumption

4.1 Reasons for periods of increased consumption include but are not limited to:

- Seasonal Use:

- Watering of sod and/or gardening
 - Filling of swimming pools or whirlpools
 - Washing vehicles
 - Use of irrigation systems
 - Building of ice rinks
 - Visitors
 - Increase in the number of days in the billing period
 - Neglect of private property
- 4.2 The uses denoted above **do not** constitute a reason for an investigation of a high bill.

5. Estimated Bill Higher than Actual Consumption

- 5.1 An account that has been estimated shall be adjusted to reflect actual consumption:
- When the customer provides the City with a meter reading when estimated readings were used for billing purposes; or
 - After the water meter and remote reading equipment has been inspected and repaired or replaced in the case of faulty readings and notices have been left for repair.
- 5.2 If there is no response to the first request to inspect and repair or replace within 90 days, estimates will continue in accordance with the By-law to Regulate Water and Wastewater Services.
- 5.3 If it is determined when the meter is inspected and repaired or replaced, that the meter was malfunctioning, estimates shall remain as billed unless the estimate is not comparable to normal usage for historical billing periods where actual reads were available.

6. Catch Up Bill

- 6.1 When previous bills have been estimated and the subsequent bill is an actual reading no adjustment shall be provided.

- 6.2 Where the catch up bill is more than two times the normal consumption based on the 5 year average, if requested, an extended period of time to pay the higher bill without late payment charges will be provided. Repayments should not extend beyond 6 months.

7. Final Meter Reading from Replaced Water Meter

- 7.1 Where there is a discrepancy between the outside reader and the water meter and the reading is based upon the Touch Read Technology (TRT) the discrepancy could be a result of communication error between the water meter and the TRT device due to environmental factors.
- 7.2 Where the difference results in a water bill of more than 2 times difference than the daily average for the previous 5 years, the adjustment calculation used in relation to Section 11.0 will be applied.

8. Malfunctioning Water Meter

- 8.1 If a water meter has been sent for testing and it has been determined the meter has been over registering and exceeding the limits established in By-law 2018-039 the water bill in question shall be recalculated to reflect the amount of the overcharge or where a recalculation cannot be reasonably made the charge shall be adjusted to reflect the flat rate water and/or sewer charges as defined by By-law.

9. Installation of a New Water Meter

- 9.1 Old water meters may not capture consumption due to under or un-registering the consumption and the new water meter will now be accurately measuring the consumption.
- 9.2 No adjustment will be made as the water meter is correctly measuring the water consumed at the property.

10. Mismatching of Registers and Water Meters

- 10.1 Water meters and registers are matched when delivered to the City and accounts are set up indicating the unit of measure for billing purposes.
- 10.2 When it has been identified the register attached to the water meter does not match the size of the water meter or the unit of measure is incorrect the situation will be corrected.
- 10.3 Where it has been identified the unit of measure has been recorded incorrectly the situation will be corrected and adjustments made.

- 10.4 If the mismatch results in a credit to the property owner the account will be adjusted back to the date of the installation of the water meter.
- 10.5 If the mismatch is in favour of the municipality an adjustment will be made for the previous 2 year period.

11. Obvious or Hidden Leaks

- 11.1 This policy applies to all property types where an obvious or hidden leak has occurred, causing high consumption, due to circumstances beyond the control of the property owner and do not include circumstances identified in Section 2.9 of this policy.
- 11.2 Reasonable effort to locate the leak and initiate repairs must be taken by the customer within 30 calendar days upon notification from the City of increased water usage.
- 11.3 Notification may include, but is not limited to:
- Water billing with higher than historical average consumption
 - A written notice delivered to the owner or occupant
 - A courtesy phone call
- 11.4 To qualify for an adjustment water usage must exceed 2 times (200%) the average daily consumption of the similar period from the previous 5 years (not including estimated readings).
- If history is not available for the previous 5 years, available history will be used in the calculation.
 - If no history is available the cubic metres used in the calculation of the flat rate water charges will be used as the average.
- 11.5 The customer must provide sufficient documentation of repairs.
- 11.6 Notification to the City is required within 14 calendar days after the date of the final repair(s).
- 11.7 The customer's account must be in good standing at the time of submission.
- 11.8 The adjustment shall be in the form of a credit applied to the account.

- 11.9 Adjustments shall be issued after repairs have been completed and verification water usage at the location has returned to normal.
- 11.10 Failure to request a review within 60 days of initially being notified of the high consumption waives the customer's opportunity for an adjustment.
- 11.11 The customer is consenting to the City or its representative the right of access to the property for the purpose of an inspection to determine whether the issue resulting in high consumption was repaired within the required timeframe.
- 11.12 The City reserves the right, in circumstances below, to process adjustments after consultation with the Director of Public Works:
- Where the water meter has been tested and found to be measuring water consumption within prescribed standards for accuracy and is otherwise free from defects that could affect the measuring of water consumption; and no other City activity could have reasonably caused, in the determination of the Director of Public Works or designate, the increase in recorded water consumption.
 - Where the increase in recorded water consumption, in the determination of Director of Public Works or designate cannot reasonably be attributed to an act or omission of the customer, an occupant of the property or a person within the customer's or occupant's control; or a leak or other defect in the private plumbing system of the customer's property.
 - Where the customer provides to the City, at the customer's cost, written verification from a licensed plumbing contract, that the private plumbing system of the property is free from leaks or other defects that may affect water consumption and that upon careful inspection of the system there are no other factors that may explain the increased consumption.
- 11.13 The adjustment will be calculated as 50% of the difference between the high water bill and the average consumption, to a maximum of \$1,500 as per Section 13.1.
- 11.14 A maximum of one billing cycle (3 months) will be adjusted.
- 11.15 Wastewater reductions will be calculated in the same manner.

12. Payments

- 12.1 There is no extension of the due date or the time for paying water and/or wastewater bills because of a pending adjustment request.

- 12.2 Late payment charges will only be adjusted in relation to the adjustment provided for the leak or where readings have been estimated for an extended period of time resulting in a large reconciliation bill.

13. Adjustment Cap

- 13.1 Adjustments under this policy will be capped at \$1,500 for all properties.

14. Frequency of Adjustments

- 14.1 Property owners are responsible for ensuring there is no repetition of this occurrence. As such, only one leak adjustment per property during the term of the applicant's ownership of the property shall be permitted.

Revision History:

Proposed Date of Review:

Revision	Date	Description of Changes	Requested By
0.0	01/20/2021	Updated Policy Template	

Atlantic Liquid Meters Ontario CUSTOMER NAME
METER TICKET CITY OF KAWARTHA LAKES

ADDRESS
12 MOYNES CRT

Register Used : ECR
Test Liquid : WATER
Registration # :
Units : CUBIC FEET
Special Instructions :
INITIAL READ : 0
FINAL READ : 0
TRANSMITTER# :
SER# : 79630217--
Date Tested : DEC19/24
Tester :

MODEL : 5/8X3/4 SRII
G/T Used :

GEARS : -

Bench : 1

~~~~~\*\*\*\*\*

| Units<br>Min. | DEL   | Reg.<br>Read | percentage<br>registration |
|---------------|-------|--------------|----------------------------|
| HIGH          | 251.2 | 251.40       | 100.08%                    |
| MID           | 177.9 | 178.6        | 100.39%                    |
| INT LOW       | 115.6 | 116.80       | 101.04%                    |
| LOW           | 24.4  | 23.4         | 95.90%                     |

Inspector  
comments

OVERALL ACCURACY

99.35%

MASTER METER  
500 LITRE FORD METER BOX  
VOLUMETRIC PROVER

NO DISPLAY ON REGISTER  
USED REGISTER FOR TESTING ONLY

## Council Report

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|                          |                                                                                                                   |
|--------------------------|-------------------------------------------------------------------------------------------------------------------|
| <b>Report Number:</b>    | <b>CORP2025-007</b>                                                                                               |
| <b>Meeting Date:</b>     | March 18, 2025                                                                                                    |
| <b>Title:</b>            | <b>Quarter Four 2024 Capital and Special Projects Close</b>                                                       |
| <b>Description:</b>      | To seek Council resolution to close capital projects as required by the Capital and Special Projects Close policy |
| <b>Author and Title:</b> | Carolyn Daynes, Treasurer                                                                                         |

---

### Recommendation(s):

**That** Report CORP2025-007, **Quarter Four, 2024 Capital and Special Projects Close**, be received;

**That** the capital projects identified in Table 1 to Report CORP2025-007 be approved for closure;

**That** the balances below and provided in Table 1 to Report CORP2025-007 be transferred to (from) the corresponding reserve to address all project closures listed:

| <b>Reserve</b>                          | <b>Transfer to (from) Reserve</b> |
|-----------------------------------------|-----------------------------------|
| Public Works Fleet Reserve              | \$44,950.33                       |
| Water Infrastructure Reserve            | (43,410.00)                       |
| Special Projects Reserve                | 331,923.23                        |
| General Tax Rate Stabilization Reserve  | 7,721.81                          |
| Capital Contingency Reserve             | 1,063,670.51                      |
| Kawartha Lakes Police Area Rate Reserve | 2,743.53                          |
| <b>Total Reserve Transfers</b>          | <b>\$1,407,599.41</b>             |

**That** the balances below and provided in Table 1 to Report CORP2025-007 be transferred to (from) the obligatory reserve to address project closures listed;

| <b>Obligatory Reserve</b> | <b>Transfer to (from) Reserve</b> |
|---------------------------|-----------------------------------|
|---------------------------|-----------------------------------|

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

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

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

|                                           |                     |
|-------------------------------------------|---------------------|
| Transit Gas Tax Reserve                   | \$15,600.00         |
| Development Charge Reserve                | 199,717.96          |
| City Parkland Reserve                     | 23,411.66           |
| Infrastructure Gas Tax Reserve            | 249,252.97          |
| <b>Total Obligatory Reserve Transfers</b> | <b>\$487,982.59</b> |

**That** the projects recommended for closure below be approved for (additional)/reduced debenture financing;

| <b>Capital Project</b> | <b>Capital Program Description</b>                             | <b>Debenture Financing<br/>(Increase)/Reduction</b> |
|------------------------|----------------------------------------------------------------|-----------------------------------------------------|
| 950230207              | Dalton Community Centre Parking                                | \$(1,224.85)                                        |
| 983230102              | Hartley Road Bridge                                            | 70,556.83                                           |
| 983230103              | Ballyduff Road Bridge                                          | 24,059.90                                           |
| 983240526              | Simcoe St-CKL Rd 8-CKL Rd 48                                   | (142.63)                                            |
| 998190103              | Bobcaygeon Elevated Storage Tank Coating                       | 52,694.17                                           |
| 998200104              | Bobcaygeon Water Treatment Plant Low Level Pump                | (9,752.81)                                          |
| 998200205              | King's Bay Water and Wastewater Treatment Plant                | 34,549.42                                           |
| 998200312              | Colborne Street Fenelon Falls Sewer Pumping Station Pumps/Pipe | (3,183.18)                                          |
| 998210113              | Southview Estates Water Treatment Plant Pumps                  | 4,254.11                                            |
|                        | <b>Total Reduction in Debenture Needed</b>                     | <b>\$171,810.96</b>                                 |

**That** the remaining Building Faster Funds (BFF) of \$735,720.00 be allocated to the Ellice St Watermain Replacement (998240411) and as a result the project funding from other sources be adjusted as follows, Water Debenture of \$96,012.00 and Wastewater Debenture of \$514,660.00 be reduced and Water Development Charges of \$125,048.00 returned to the Development Charges Reserve (3.24140 A331179);

**That** \$100,000.00 for the Corporate Services Modernization (921242001) be allocated from the Sewer Infrastructure Reserve (1.32030);

**That** funding of \$144,000.00 for the Housing Needs Assessment (921242002) project be allocated from the Sewer Infrastructure reserve (1.32030);

**That** funding of \$250,000.00 for the Development Software Operational Efficiency (921242201) project be allocated from the Sewer Infrastructure reserve (1.32030);

**That** funding of \$50,000.00 for the Human Services Modernization initiative (16480) be allocated from the Water Infrastructure Reserve (1.32050);



**That** \$500,000.00 be transferred to the Public Works Fleet Reserve (1.32070 A-331184) from the Capital Contingency Reserve (1.32248) to fund growth related fleet projects.

## **Background:**

This report is to provide Council with a list of capital projects completed as of December 31, 2024. This capital close is being done as a component of the fiscal year end Tangible Capital Asset Reporting. The Senior Management Team is working on developing Key Performance Indicators (KPIs) around the capital close process with a particular focus on closing older projects that have been open longer than the two years allowed in the Capital and Special Project Close Policy. In addition, they will be working on a more consistent way to handle capital and special project closing throughout the year rather than at quarterly intervals.

## **Rationale:**

The goal of a capital and special project close report is to bring completed capital projects to a zero balance by providing recommendations to finance deficits and to dispose of a surplus amount.

Tax Funded Capital projects closed with a surplus typically transfer to the Capital Contingency Reserve. Special Projects closed with a surplus typically transfer to the Special Projects Reserve. Finally, Water and Wastewater Projects closed with a surplus typically transfer to the Water and Wastewater Infrastructure Reserves. There are exceptions to these practices. A project being closed that was financed from a source other than the general tax levy or Water and Wastewater user rates, are returned to the original source of financing. This report is a necessary step in the completion of the City's financial statements and the recognition of Tangible Capital Assets on the Balance Sheet.

**Table 1**

### **Total Projects Closing in this Report**

| <b>Department/Division</b>                         | <b>Surplus (Deficit)</b> |
|----------------------------------------------------|--------------------------|
| Community Services – Building and Property         | 34,145.36                |
| Community Services - Cemetery                      | 849.24                   |
| Community Services – Parks and Recreation          | 113,862.30               |
| Corporate Services – Information Technology        | (1,430.98)               |
| Corporate Services – Treasury                      | (12,001.19)              |
| Development Services – Economic Development        | (67,556.99)              |
| Development Services - Planning                    | 369,379.03               |
| Engineering - Airport                              | (3,929.83)               |
| Engineering – Development Engineering              | 66,129.90                |
| Engineering – Infrastructure, Design, Construction | 2,032,220.94             |
| Engineering – Technical Services                   | (5,617.28)               |

|                                 |                     |
|---------------------------------|---------------------|
| Fire Services                   | (3,895.36)          |
| Victoria Manor                  | (103,355.78)        |
| Paramedics                      | 98,302.16           |
| Public Works – Fleet            | 159,950.33          |
| Public Works – Roads Operations | (7,367.63)          |
| Kawartha Lakes Police Services  | 2,743.53            |
| <b>TOTAL</b>                    | <b>2,672,427.75</b> |

**Table 2**

**Projects in Progress 2024 and prior**

Total Projects still in progress are \$59.2 Million. The total open projects, by department are illustrated below. A 2025 project is an early start project where spending has occurred in 2024.

|                             | <b>2020 &amp; prior</b> | <b>2021</b> | <b>2022</b> | <b>2023</b> | <b>2024</b> | <b>2025</b> | <b>TOTAL</b>      |
|-----------------------------|-------------------------|-------------|-------------|-------------|-------------|-------------|-------------------|
| <b>Community Services</b>   | 330,708                 | 213,624     | 1,906,306   | 2,614,070   | 7,696,558   | -           | <b>12,761,266</b> |
| <b>Corporate Services</b>   | -                       | 95,000      | -           | 282,943     | 1,033,643   | -           | <b>1,411,586</b>  |
| <b>Development Services</b> | (38,654)                | -           | 66,406      | (1,088)     | 233,000     | -           | <b>259,664</b>    |
| <b>Engineering &amp; CA</b> | 1,461,367               | 1,118,951   | 6,321,576   | 5,926,814   | 12,454,179  | 2,050,000   | <b>29,332,887</b> |
| <b>Fire Services</b>        | 328,484                 | 104,156     | 120,993     | 539,507     | 1,719,070   | -           | <b>2,812,210</b>  |
| <b>Human Services</b>       | -                       | -           | -           | 39,362      | 991,562     | -           | <b>1,030,924</b>  |
| <b>Paramedics Services</b>  | -                       | -           | 192,940     | 313,921     | 7,136,934   | -           | <b>7,643,795</b>  |
| <b>Public Works</b>         | (111,900)               | 101,865     | -           | 470,365     | 2,875,119   | -           | <b>3,335,449</b>  |
| <b>KLPS</b>                 | 588,354                 | -           | -           | -           | 9,971       | -           | <b>598,325</b>    |
| <b>TOTAL</b>                | 2,558,359               | 1,633,596   | 8,608,221   | 10,185,894  | 34,150,036  | 2,050,000   | <b>59,186,106</b> |

**Building Faster Fund Re-Alignment**

The Building Faster Fund (BFF) grant was received from the Provincial Government in 2024 to support Municipalities in streamlining the building process to achieve the goal of building 1.5M new homes in Ontario by 2031. Eligible expenditures include:

- Capital expenditures on housing-enabling core infrastructure and site servicing to accommodate future residential development.
- Operating or capital expenditures that support the creation of new affordable housing.
- Operating or capital expenditures that support the creation of attainable ownership housing, including through modular construction.
- Capital expenditures for homelessness services centers.

The spending plan had to be approved by the Provincial Government for BFF funds to be utilized. In July 2024, the City of Kawartha Lakes (CKL) submitted the following proposed activity:

| <b>Proposed Activity</b>                 | <b>Amount to be spent</b> |
|------------------------------------------|---------------------------|
| Integrated Care Hub                      | \$972,177.00              |
| Streamline Development Approvals Process | \$450,000.00              |
| Housing Needs Assessment                 | \$144,000.00              |
| <b>Total Activity Submitted</b>          | <b>\$1,566,177</b>        |

The Provincial Government only approved the Integrated Care Hub as eligible funding under the BFF program.

The government did not approve the "Streamline Development Approvals Process" which included several projects involving modernizing many areas of CKL to meet the increased demand in processing development approvals. These projects were as follows:

#### **Streamline Development Approvals Process Projects:**

| <b>Proposed Activity</b>                  | <b>Amount to be Spent</b> |
|-------------------------------------------|---------------------------|
| Operational Efficiencies – Human Services | \$100,000                 |
| Corporate Services Modernization          | 100,000                   |
| Development Software                      | 250,000                   |
| <b>Total Activity Not Approved</b>        | <b>\$450,000</b>          |

All these activities are essential in order improve the speed and efficiency in which CKL processes development proposals. These projects will enable CKL to respond to Affordable Housing initiatives quicker as well as allow a Finance lens on the calculation of development agreements. The Development Software will be integral in providing background as to the timelines of development approvals and tracking the activity.

In addition, the government did not approve the Housing Needs Assessment for \$144,000 which is critical for CKL to understand the need for affordable housing in the future.

To ensure that CKL could fund these important activities and still satisfy the BFF project requirements a list of capital projects was reviewed as to following within the BFF guidelines above. The project for Ellice Street Watermain Replacement was identified as a qualifying project. This project is financed as follows:

| <b>2024 Capital Budget Financing/Reports</b> | <b>Funding Budget</b> |
|----------------------------------------------|-----------------------|
| Water Debenture                              | \$536,887             |
| Sewer Debenture                              | 1,731,894             |
| Water Development Charge Reserve             | 1,195,007             |
| <b>Total 2024 Capital Budget</b>             | <b>\$3,463,788</b>    |

Staff are proposing to remove debenture funding as well as DC funding in order to use the remaining BFF funding of \$735,720 for this project, which will create financing room for the other projects that were denied BFF funding above. The proposal included in the resolution is to remove \$735,720 of financing from this project and then replace this with equivalent BFF funding. The reduction in Debenture funding and DC funding will be recorded and will be used to finance the other projects that were denied funding. This will come from the Water and Wastewater Infrastructure Reserves to keep the reduction of funding in the Water and Wastewater area. The resolutions that need to be approved are as follows:

**That** the Building Faster Funds (BFF) of \$735,720 be allocated to the Ellice St Watermain Replacement (998240411) and as a result the project funding from other sources be adjusted as follows, Water Debenture of \$96,012 and Wastewater Debenture of \$514,660 be reduced and Water Development Charges of \$125,048 returned to the Development Charges Reserve (3.24140 A331179);

**That** \$100,000 for the Corporate Services Modernization (921242001) be allocated from the Sewer Infrastructure Reserve (1.32030);

**That** funding of \$144,000 for the Housing Needs Assessment (921242002) project be allocated from the Sewer Infrastructure reserve (1.32030);

**That** funding of \$250,000 for the Development Software Operational Efficiency (921242201) project be allocated from the Sewer Infrastructure reserve (1.32030);

**That** funding of \$50,000 for the Human Services Modernization initiative (16480) be allocated from the Water Infrastructure Reserve (1.32050);

### **Public Works Fleet Reserve**

The Public Works (PW) Fleet Reserve is a key tool in financing replacement vehicles for the City of Kawartha Lakes. A capital fleet recovery is charged to each department that utilizes the Fleet Department for vehicle purchases. This recovery is transferred to the PW Fleet Reserve to purchase replacement vehicles at the end of the useful life of the vehicle. The current growth environment is requiring the purchase of expansionary new vehicles, that are outside of this replacement framework. These vehicle purchases were not calculated into the fleet reserve balance and are eroding the ability of the PW Fleet Reserve to fund replacement vehicles. Therefore, Staff are recommending a top up of \$500,000 to the PW Fleet Reserve to account for these new vehicle purchases that are outside of the replacement schedule. This top up will come from the Capital Contingency Reserve which has sufficient funds due to the accelerated closing of projects over the 2024 reporting period. A more detailed analysis needs to be done, with the calculation of new vehicle purchases for future staffing, factored into the balance of the Public Works Fleet Reserve, with appropriate expansionary funding committed within this same Reserve. . This will come about through the next iteration of the Long-Term Financial Plan due in Q2 2025.

### **Other Alternatives Considered:**

Council may choose an alternative direction with respect to the surplus/deficit disposition being recommended. Staff's recommendations are in accordance with the Capital and Special Project Policy CORP2023-018.

In addition, Council may choose an alternative capital project to reduce current financing and replace with BFF grant funding. This is not recommended as Staff have reviewed all eligible projects and this has been determined to be the best candidate.

Finally, Council may choose not to top up the PW Fleet Reserve to replace financing of new vehicles. This is not recommended as Staff have seen significant price increases for all vehicle purchases and need these additional funds to buffer the impact of these increases for both replacement and new expansionary fleet.

### **Alignment to Strategic Priorities**

This report aligns with the strategic priority of Good Government. By ensuring that capital projects are closed on a timely basis staff can ensure that reserves are replenished to provide stable funding for future projects.

## Financial/Operation Impacts:

The status of each project has been reviewed by Directors and management staff. The table below illustrates the results of the project closures to/from the various Reserve and Deferred Revenue accounts.

### Completed Projects:

The table below lists the reserves that require Council approval to transfer funds.

| <b>Reserve</b>                          | <b>Transfer to (from) Reserve</b> |
|-----------------------------------------|-----------------------------------|
| Public Works Fleet Reserve              | \$44,950.33                       |
| Water Infrastructure Reserve            | (43,410.00)                       |
| Special Projects Reserve                | 331,923.23                        |
| General Tax Rate Stabilization Reserve  | 7,721.81                          |
| Capital Contingency Reserve             | 1,063,670.51                      |
| Kawartha Lakes Police Area Rate Reserve | 2,743.53                          |
| <b>Total Reserve Transfers</b>          | <b>\$1,407,599.41</b>             |

### Obligatory Funds

The table below represents the return of obligatory funds that do not require Council approval. Only deficits require Council approval to withdraw from the obligatory fund and are included in the Council resolutions.

| <b>Obligatory Reserve</b>                 | <b>Transfer to (from) Reserve</b> |
|-------------------------------------------|-----------------------------------|
| Transit Gas Tax Reserve                   | \$15,600.00                       |
| Development Charge Reserve                | 199,717.96                        |
| City Parkland Reserve                     | 23,411.66                         |
| Infrastructure Gas Tax Reserve            | 249,252.97                        |
| <b>Total Obligatory Reserve Transfers</b> | <b>\$487,982.59</b>               |

### Debenture proceeds

The net impact of debenture financing adjustments provided below will decrease the overall debenture room used by \$171,810.96. The resolution above details the projects affected by the changes required in debenture financing to close the project.

| <b>Capital Project</b> | <b>Capital Program Description</b> | <b>Debenture Financing (Increase)/Reduction</b> |
|------------------------|------------------------------------|-------------------------------------------------|
| 950230207              | Dalton Community Centre Parking    | \$(1,224.85)                                    |
| 983230102              | Hartley Road Bridge                | 70,556.83                                       |
| 983230103              | Ballyduff Road Bridge              | 24,059.90                                       |
| 983240526              | Simcoe St-CKL Rd 8-CKL Rd 48       | (142.63)                                        |

|           |                                                                |                     |
|-----------|----------------------------------------------------------------|---------------------|
| 998190103 | Bobcaygeon Elevated Storage Tank Coating                       | 52,694.17           |
| 998200104 | Bobcaygeon Water Treatment Plant Low Level Pump                | (9,752.81)          |
| 998200205 | King's Bay Water and Wastewater Treatment Plant                | 34,549.42           |
| 998200312 | Colborne Street Fenelon Falls Sewer Pumping Station Pumps/Pipe | (3,183.18)          |
| 998210113 | Southview Estates Water Treatment Plant Pumps                  | 4,254.11            |
|           | <b>Total Reduction in Debenture Needed</b>                     | <b>\$171,810.96</b> |

In addition, there will be \$66,129.90 returned to security deposits and an additional \$538,904.89 in grant funding (primarily Ontario Community Infrastructure Fund) put in deferred revenue to be used on future eligible capital projects. In summary, a total of \$2,672,427.76 is recommended for closure and returned to either the original budget funding sources or the various reserves as per the Capital and Special Projects Policy.

Please find below a summary of the balances in the reserves affected by this capital close report.

| <b>Reserve</b>                                | <b>Balance 2025</b> |
|-----------------------------------------------|---------------------|
| Public Works Fleet Reserve                    | \$1,549,358         |
| Water Infrastructure Reserve                  | 10,991,866          |
| Special Projects Reserve                      | 339,080             |
| General Tax Rate Stabilization Reserve-Ec Dev | 237,465             |
| Capital Contingency Reserve – Uncommitted     | 7,167,523           |
| Kawartha Lakes Police Area Rate Reserve       | 143,444             |

| <b>Obligatory Reserve</b>      | <b>Balance 2025</b> |
|--------------------------------|---------------------|
| Transit Gas Tax Reserve        | \$335,131           |
| Development Charge Reserve     | (17,247,582)        |
| City Parkland Reserve          | 1,143,452           |
| Infrastructure Gas Tax Reserve | 1,505,264           |

### **Servicing Implications:**

Capital projects contained within this close are to address servicing.



**Consultations:**

Senior Management Team

Executive Assistants

Managers

**Attachments:**

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

**Department Head:** Sara Beukeboom

**Department File:** Corporate Services

## Council Report

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|                          |                                                                                                 |
|--------------------------|-------------------------------------------------------------------------------------------------|
| <b>Report Number:</b>    | <b>CORP2025-010</b>                                                                             |
| <b>Meeting Date:</b>     | March 18, 2025                                                                                  |
| <b>Title:</b>            | <b>2024 Annual Report on Council Remuneration and Expenses</b>                                  |
| <b>Description:</b>      | Municipal Act, 2001 requirement to present and approve annual Council remuneration and expenses |
| <b>Author and Title:</b> | Miranda Warren, General Clerk                                                                   |

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### Recommendation(s):

**That** Report CORP2025-010, **2024 Annual Report on Council Remuneration and Expenses**, be received.

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

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

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

## **Background:**

The Municipal Act, 2001, subsection 284(1), requires the Treasurer of each municipality provide, on or before March 31<sup>st</sup>, to the Council of the municipality, an itemized statement of remuneration and expenses, paid in the previous year, to each member of Council in respect to their services as a member of Council or as an officer of a local board, to which the members have been appointed by Council. The summary, in Attachment A, has been provided to the Mayor and Council members prior to this meeting.

The report must also include remuneration and expenses paid in the previous year to persons other than Council, appointed by the municipality, to serve as a member of a local board.

A local board, as per the Municipal Act, means a municipal service board, public library board, police services board, planning board, or any other board, commission, committee, body or local authority established or exercising any power under any Act with respect to the affairs or purposes of one or more municipality, excluding a school board and a conservation authority. Given the above definition of local board, the police services board remuneration and expenses has been provided in addition to council remuneration and expenses.

## **Rationale:**

Councillor Expenses:

Councillor expenses have decreased by 11.6% mainly due to a decrease in Other Eligible Expenses. Other Eligible Expenses include public relations costs, such as supporting local events and public newsletters.

Police Board Expenses:

Police Board salaries and expenses have remained relatively consistent compared to 2023, both increasing by 13.4% and 13.8%, respectively. As of December 1, 2018, the Mayor and/or Councillors that serve on this Board are not paid remuneration.

This report is presented to comply with the Municipal Act, 2001.

## **Other Alternatives Considered:**

Not applicable. Information report only.

## **Alignment to Strategic Priorities**

Not applicable. Information report only.

**Financial/Operation Impacts:**

Not applicable. Information report only.

**Servicing Implications:**

Not applicable. Information report only.

**Consultations:**

Treasurer

Supervisor – Capital Reporting

Executive Assistant - Police Services

**Attachments:**

Attachment A – 2024 Council Remuneration and Expenses



Attachment A -  
Council

Attachment B – 2024 Police Services Board Remuneration and Expenses



Attachment B - Police  
Services Board

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

**Department Head: Sara Beukeboom, Director Corporate Services**

**CORP2025-010 Attachment A**  
**2024 Annual Report on Council Remuneration and Expenses**  
**Elected Council**  
**January 1, 2024 to December 31, 2024**

**Elected Council**

| Council Member            | Address # | Council<br>S a l a r y   | Re-imbursement of Expenses Incurred |                                       |                                           |                      | TOTAL<br>Salary plus<br>Expenses |
|---------------------------|-----------|--------------------------|-------------------------------------|---------------------------------------|-------------------------------------------|----------------------|----------------------------------|
|                           |           | Total Salary<br>(Note 1) | Mileage                             | Conferences &<br>Seminars<br>(Note 2) | Other<br>Eligible<br>Expenses<br>(Note 3) | Expenses<br>Subtotal |                                  |
| Ashmore, Ron              | 342620    | 51,587.90                | 4,488.86                            | 1,030.42                              | 51.68                                     | 5,570.96             | 57,158.86                        |
| Elmslie, Doug             | 328215    | 120,019.90               | 1,964.86                            | 3,923.37                              | 910.19                                    | 6,798.42             | 126,818.32                       |
| Joyce, Dan                | 365376    | 51,587.90                | 1,965.42                            | 1,483.46                              | 459.93                                    | 3,908.81             | 55,496.71                        |
| McDonald, Charles         | 365365    | 54,663.56                | -                                   | 3,015.68                              | 833.65                                    | 3,849.33             | 58,512.89                        |
| Perry, Mike               | 365378    | 51,587.90                | -                                   | -                                     | 106.75                                    | 106.75               | 51,694.65                        |
| Richardson, Tracy         | 342617    | 51,648.10                | 3,420.44                            | 3,228.77                              | 73.08                                     | 6,722.29             | 58,370.39                        |
| Smeaton, Eric             | 365363    | 44,572.50                | 346.68                              | 1,539.37                              | 45.03                                     | 1,931.08             | 46,503.58                        |
| Warren, Pat               | 365349    | 51,587.90                | 2,762.27                            | 1,755.10                              | 52.26                                     | 4,569.63             | 56,157.53                        |
| Yeo, Emmett               | 329116    | 51,587.90                | -                                   | -                                     | -                                         | -                    | 51,587.90                        |
| 2024 COUNCIL TOTALS       |           | 528,843.56               | 14,948.53                           | 15,976.17                             | 2,532.57                                  | 33,457.27            | 562,300.83                       |
| 2023 TOTAL COUNCIL TOTALS |           | 525,701.68               | 17,573.40                           | 13,344.14                             | 6,417.57                                  | 37,335.11            | 563,036.79                       |

**Note 1**  
Councillor salaries differ because some councillors received additional payments for their duties as Mayor, Deputy-Mayor, or because of resignation of Councillor.

**Note 2**  
Includes meals, accommodations, taxi fares, etc for all conferences and training attended by Councillors. Also includes expenses for town hall meetings.  
CP2021-013 Council Expense Policy (formerly CP2018-016) (last revised in 2023)

**Note 3**  
Includes public relations costs, such as supporting local events and public newsletters.  
Excludes items that qualify as regular office expenses, such as office supplies, telephone, cell phone, internet usage by Councillors.  
CP2018-015 Council Computer Systems Policy (revised in 2024).

This table was prepared using 2024 payroll data and accounts payable records covering expenses made directly to members of City Council, as well as expenses on behalf of members incurred from January 1 to December 31, 2024

**CORP2025-010 Attachment B**  
**2024 Annual Report on Council Remuneration and Expenses**  
**Police Services Board**  
**January 1, 2024 to December 31, 2024**

**Police Services Board**

| Council/Board Member                  |                               | Re-imbursement of Expenses |                                                         |                      | TOTAL<br>Per Diem plus<br>Expenses |
|---------------------------------------|-------------------------------|----------------------------|---------------------------------------------------------|----------------------|------------------------------------|
|                                       | Wages<br>Per Diem<br>Subtotal | Mileage                    | Conferences<br>Seminars &<br>Other Expenses<br>(Note 1) | Expenses<br>Subtotal |                                    |
| Elmslie, Doug*                        |                               | -                          |                                                         | -                    | 0.00                               |
| Percival, Wanda                       | 5,300.00                      |                            | 3,033.50                                                | 3,033.50             | 8,333.50                           |
| Barkey, Valmay                        | 3,950.00                      | -                          | 1,179.11                                                | 1,179.11             | 5,129.11                           |
| Smeaton, Eric*                        |                               | -                          |                                                         | -                    | 0.00                               |
| Chiasson, Kelli                       | 4,150.00                      |                            | 26.95                                                   | 26.95                | 4,176.95                           |
| Blackburn, David                      | 5,400.00                      | 746.57                     | 3,607.49                                                | 4,354.06             | 9,754.06                           |
| <b>2024 POLICE SERVICES<br/>BOARD</b> | <b>18,800.00</b>              | <b>746.57</b>              | <b>7,847.05</b>                                         | <b>8,593.62</b>      | <b>27,393.62</b>                   |
| <b>2023 POLICE SERVICES<br/>BOARD</b> | <b>16,583.33</b>              | <b>184.14</b>              | <b>7,368.27</b>                                         | <b>7,552.41</b>      | <b>24,135.74</b>                   |

**Note 1**

Includes meals, accommodations, taxi fares, etc for all conferences and training attended by Board Members. Other expenses include; Public Relations Expenses. Excludes items that qualify as regular office expenses, such as office supplies, telephone, cell phone, internet useage.

\* The Mayor and Councillor will no longer be receiving a wage for sitting on the Police Services Board as of December 1, 2018.

## Council Report

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**Report Number:** PUR2025-003  
**Meeting Date:** March 18, 2025  
**Title:** Request for Quotation 2021-41-CQ Supply and Delivery of Single and Tandem Axle Trucks – Multi-Year  
**Author and Title:** Marielle van Engelen, Buyer  
Rodney Porter, Manager of Fleet and Transit Services

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### Recommendation(s):

**That** Report PUR2025-003, **Request for Quotation 2021-41-OQ Supply and Delivery of Single and Tandem Axle Trucks – Multi-Year**, be received;

**That** the additional financing required of \$305,588.00 for these projects be financed from the Fleet Reserve - Public Works (1.32070 A331184), as outlined in Table 1 of Report PUR2025-003; and

**That** Purchasing be authorized to issue a purchase order.

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

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

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

**Background:**

At the Council Meeting of January 25, 2022, Council adopted the following resolution:

PUR2022-001

**Supply and Delivery of Several Single and Tandem Axle Plow Trucks  
(Multi-Year Contract)**

Marielle van Engelen, Buyer

**CR2022-009**

**That** Report PUR2022-001, **Request for Quotation Supply and Delivery of Several Single and Tandem Axle Plow Trucks (Multi-Year Contract)**, be received;

**That** Winslow-Gerolamy Motors Limited be awarded Quotation 2021-41-CQ Supply and Delivery of Several Single and Tandem Axle Plow Trucks (Multi-Year Contract);

**That** Council authorize the option to renew the contract after the initial term, for three (3) additional one (1) year periods, based upon annual budget approval, mutual agreement of the pricing and successful completion of the initial term and each term thereafter;

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

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

**Carried**

This report addresses the additional financing required from the Fleet Reserve – Public Works. There has been a price increase from the 2024 and 2025 capital budget estimates for the tandem and single axle trucks since the award of this above procurement.

**Rationale:**

Staff recommend that the additional financing of \$305,588 for these projects be funded from the Fleet Reserve – Public Works (1.32070 A331184), as outlined in Table 1 under the “Financial Impacts” section, below.



## **Snow Plow Truck Procurement Challenges and Industry Trends**

The procurement, manufacturing and assembly of plow trucks is complex and can at times, be time consuming. The City of Kawartha Lakes' (CKL) plow trucks are built to a specific municipal specification. Like other municipalities, CKL configures its plow units with many common components but incorporates slight variations to improve durability and performance. For example, CKL places the battery under the seat to prevent corrosion and early failure and wraps hydraulic hoses in plastic sheeting to reduce premature wear. These minor adjustments, developed over time with ongoing input from technicians, aid in extending the City's plow trucks lifespan and minimize repairs.

### **Production Delays and Improved Timelines**

Prior to the pandemic, the typical order-to-delivery timeline for a plow truck ranged from 12 to 18 months. However, due to global supply chain disruptions, those timelines have significantly increased:

- **2022 Budgeted Trucks** – Purchase order issued February 2, 2022
  - **2 units outstanding** – Expected delivery: Spring 2025 (**38 months**)
- **2023 Budgeted Trucks** – Purchase order issued February 10, 2023
  - **6 units outstanding** – Expected delivery: Spring 2025 (**26 months**)

After a three-year cycle of delays, CKL has worked closely with its cab, chassis, and plow equipment up-fit vendor to restore delivery timelines. Starting with the 2024 and 2025 model years, trucks will return to a 12-18 month production cycle. Due to CKL's consistent and predictable purchasing, the City will now benefit from priority build slot selection.

### **Understanding the Root Causes of Delays**

Initial delays were primarily caused by cab and chassis shortages resulting from pandemic-related supply chain issues and manufacturing capacity constraints. The truck builders had limited "build spots" for frames, and demand far exceeded production capacity. While cab and chassis availability has since stabilized, the bottleneck has shifted to plow equipment up-fitting, where vendors lack the capacity to keep up with demand.

### **Price Volatility and Procurement Challenges**

Long production delays have led to unstable pricing. CKL must issue purchase orders to secure build slots, but the cab and chassis may not be produced for months. Until the unit is built and on the ground, it remains vulnerable to price fluctuations. Similarly, once the up-fitter orders required components, those parts are subject to price increases until they are received and installed.

Final price adjustments are negotiated annually once both the cab/chassis and up-fit components are secured. Over the last 3-5 years, price volatility has been unusually high, but price increases are starting to stabilize.

### **Key Factors Driving Price Increases in 2024 & 2025**

Several industry-wide factors are contributing to rising plow truck costs:

1. **Inflation and Material Costs** – Increased costs for steel, aluminum, and hydraulic components have driven up vehicle pricing. Supply chain disruptions and global demand continue to impact material costs.
2. **Supply Chain Constraints** – Shortages of critical components, including chassis, electronics, and hydraulic systems, have raised procurement costs and extended manufacturing timelines.
3. **Labor and Manufacturing Costs** – Wage increases and labor shortages in the manufacturing and transportation sectors have added to production expenses.
4. **Regulatory Changes and Compliance Costs** – Stricter emissions regulations and evolving safety standards require manufacturers to upgrade vehicle components, increasing unit costs.
5. **Freight and Delivery Costs** – Rising fuel prices and transportation expenses have further contributed to overall price hikes.
6. **Increased Demand and Limited Production Capacity** – Municipal demand for snow removal equipment remains high, but manufacturers have limited production capacity, creating a seller's market and driving up prices.

These combined factors have led to significant cost increases for municipal snow plow trucks in 2024 and 2025. However, by securing priority build slots and working closely with vendors, CKL is mitigating further disruptions and stabilizing procurement timelines.

### **Potential Impacts of U.S. Trade Tariffs**

Another critical factor that may influence procurement costs is the emplacement of trade tariffs by the United States. Tariffs on imported steel, aluminum, and electronic components could significantly raise the cost of plow truck manufacturing. Historically, tariffs on steel and aluminum have ranged from 10% to 25%, directly impacting the price of raw materials used in truck frames, plows, and hydraulic systems. Additionally, tariffs on electronic components, such as sensors and control modules, could increase overall costs by an estimated 5-10%.

For municipalities like CKL, these tariffs may result in higher procurement expenses, extended lead times, and potential budget adjustments. If tariffs remain in place or increase, manufacturers may pass these costs on to consumers, leading to additional

price hikes in future procurement cycles. Monitoring trade policies and working with vendors to secure pricing agreements in advance may aid to mitigate these financial impacts.

### **Other Alternatives Considered:**

No other alternative is being considered since a competitive procurement process was conducted and awarded to the highest scoring proponent.

### **Alignment to Strategic Priorities**

1. An Exceptional Quality of Life: Recommendations in this report support the efficient delivery of road operations and assists the general well-being of residents.
2. A Vibrant and Growing Economy: Recommendations in this report support effective road operations and service delivery to support the City.

### **Financial Impacts: Table 1**

Financing for the purchase of plow trucks is included in the 2024 and 2025 Capital budgets:

| GL Account | Budget      | Other Committed Funds | Remaining Budget | Quotation   | Payable HST | Total Price | Remaining Budget |
|------------|-------------|-----------------------|------------------|-------------|-------------|-------------|------------------|
| 994240211  | \$354,000   | \$0                   | \$354,000        | \$381,901   | \$6,722     | \$388,623   | \$(34,623)       |
| 994240212  | \$1,473,000 | \$0                   | \$1,473,000      | \$1,593,712 | \$28,050    | \$1,621,762 | \$(148,762)      |
| 994250210  | \$1,905,000 | \$0                   | \$1,905,000      | \$1,992,140 | \$35,063    | \$2,027,203 | \$(122,203)      |
| Total      | \$3,732,000 | \$0                   | \$3,732,000      | \$3,967,753 | \$69,835    | \$4,037,588 | \$(305,588)      |

The additional financing required to complete procurement of the non-emergency fleet proposed for 2024 and 2025 is \$305,588.

### **Consultations:**

Financial Coordinator  
Treasurer  
Director, Public Works  
Supervisor, Procurement

### **Department Head email:**

**Department Head:** Sara Beukeboom, Director or Corporate Services

**Department File:** 2021-41-CQ

## Council Report

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**Report Number:** CS2025-005

**Meeting Date:** March 18, 2025

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

**Author and Title:** LeAnn Donnelly, Executive Assistant, Community Services

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### Recommendation(s):

**That** Report CS2025-005, **Release of Fenelon Falls Legacy C.H.E.S.T. Funds**, be received; and,

**That** the Fenelon Falls Grannies be approved for funding in the amount of \$2,700.00 with the allocation to come from the Fenelon Falls Legacy C.H.E.S.T. Reserve (3.24350).

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

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

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

## **Background:**

A grant application for the disposition of Fenelon Falls residual C.H.E.S.T. funding has been received by Community Services Administration on behalf of community interests. The local Councillor is aware of this request. Total funding requested is \$2,700.00. As per the last financial update received from Treasury and awards previously granted, \$22,473.22 of residual funding is available for distribution.

Residual fund distributions are treated in the same manner, and subject to the same criteria, as the ongoing C.H.E.S.T. funding programs in Lindsay and Bobcaygeon. The distribution of these funds is also subject to the requirement for a full reconciliation of costs at the project end. This report is brought forward to Council to approve the release of funds from the Fenelon Falls C.H.E.S.T. Fund Reserve (3.24350). The application and review comments are summarized below.

## **Rationale:**

The Fenelon Falls Grannies is a one of 160 groups across Canada that are part of the Stephen Lewis Foundation Grandmother's Campaign. Since 2009, the Fenelon Falls Grannies hosts a music-a-thon fundraising event in Fenelon Falls in support of the Grandmothers Campaign. This event is a large cultural event displaying a wide variety of performances by local artists for the local community to enjoy. They are requesting \$2,700.00 to help support costs to run this special event. Funds would go towards costs of insurance, hall rental, food and honorarium for the sound crew.

## **Other Alternatives Considered:**

This report is brought to Council as per the process for disposition of residual funds within the Fenelon Falls C.H.E.S.T. Fund. The application submitted by Fenelon Falls Grannies was reviewed by staff and meets the requirements for funding, therefore no other alternatives are being considered.

## **Alignment to Strategic Priorities:**

The recommendations in this report align with the following strategic priority within 2024-2027 Kawartha Lakes Strategic Plan:

An Exceptional Quality of Life – enhancing community areas and encouraging social and healthy interactions.

A Vibrant and Growing Economy – supporting downtown areas to ensure our communities have a strong core.

Good Government – working collaboratively with local groups to foster teamwork within our communities.

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

As per the last update by Treasury, the Fenelon Falls Legacy C.H.E.S.T. Fund has residual funds remaining in the amount of \$22,473.22. With the approval of the recommendations outlined within this report a balance of \$19,773.22 remains for further distribution.

### **Servicing Implications:**

There are no servicing implications because of this report.

### **Consultations:**

Councillor Ward 3  
Treasury

### **Attachments:**

N/A

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

**Department Head:** Jenn Johnson, Director of Community Services

## Council Report

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**Report Number:** BP2025-001

**Meeting Date:** March 18, 2025

**Title:** Electric Vehicle Charger Installation

**Description:** Installation of Electric Vehicle Charging Units and identified funding source to support fleet transition to alternative vehicles.

**Author and Title:** James Smith, Manager of Buildings and Property

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### Recommendation(s):

**That** Report BP2025-001, **Electric Vehicle Charger Installation**, be received; and

**That** funding to an upset limit of \$450,000.00 be provided from the Capital Contingency Reserve for the purchase and installation of two Electric Vehicle Charging Units to service and support 5 municipal fleet electric vehicles to be acquired in 2025.

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

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

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

## Background:

At the Council Meeting on December 12, 2023, Report FL2023-001, Feasibility of Transition of Fleet to Electric Update (Appendix A) was presented and endorsed. An outcome of the report was the establishment of an internal Electric Vehicle (EV) Working Group. The group was formed to assess and determine the need for charging infrastructure within the municipality to support both municipal staff and the public. The group focused on identifying potential locations for charging stations, taking into consideration factors such as demand, power capacity, and existing infrastructure. In addition, thorough research was conducted to explore available grant funding opportunities to support the implementation of this infrastructure.

Funding opportunities related to the installation of charging stations for municipal fleet were pursued with no success. Staff are not aware of any current grant programs to support this infrastructure.

This report provides information on charging unit location, installation costs and the current landscape of alternate vehicle technology.

## Rationale:

### City Fleet's EV Strategy

Fleet staff have determined that vans, cars, and small to mid-sized SUVs represent the most suitable electric vehicle (EV) categories for rural municipal operations, based on their advanced technology, cost-effectiveness, and adequate battery performance. In response, a comprehensive multi-year EV fleet transition plan has been developed, with annual updates to ensure alignment with evolving needs, changes in technology and capabilities. Table 1 outlines the projected fleet purchases through 2033, with the first major purchase scheduled for 2025, involving the acquisition of 5 vehicles. The subsequent bulk purchase is planned for 2029.

Table 1 – 9 Year EV Fleet Procurement Plan

| 9 Year EV Fleet Procurement (Includes Additions to the Fleet) |          |      |    |      |    |      |    |      |    |      |    |      |    |      |    |      |    |      |    |       |
|---------------------------------------------------------------|----------|------|----|------|----|------|----|------|----|------|----|------|----|------|----|------|----|------|----|-------|
| Project Title                                                 | Category | 2025 |    | 2026 |    | 2027 |    | 2028 |    | 2029 |    | 2030 |    | 2031 |    | 2032 |    | 2033 |    | Total |
|                                                               |          | ICE  | EV | ICE  | EV | ICE  | EV | ICE  | EV | ICE  | EV | ICE  | EV | ICE  | EV | ICE  | EV | ICE  | EV |       |
| Buses                                                         | Transit  | -    | -  | 1    | -  | 4    | -  | 1    | -  | 1    | -  | 1    | -  | -    | -  | 1    | -  | 0    | -  | 9     |
| Medium Duty Trucks                                            | Fleet    | 1    | -  | 2    | -  | 1    | -  | 1    | -  | -    | -  | 2    | -  | 1    | -  | 3    | -  | -    | -  | 11    |
| Cars/Cross Over SUV                                           | Fleet    | -    | 5  | -    | -  | 0    | -  | -    | 0  | -    | 3  | -    | 1  | -    | 1  | -    | 1  | -    | 1  | 12    |
| Pick up Trucks                                                | Fleet    | 17   | -  | -    | -  | 0    | -  | 3    | -  | 11   | -  | 10   | -  | -    | -  | 9    | -  | 23   | -  | 73    |
| Vans                                                          | Fleet    | 3    | -  | -    | -  | 0    | -  | 1    | -  | -    | 4  | -    | -  | 1    | -  | 1    | 1  | -    | -  | 11    |
| Total                                                         |          | 21   | 5  | 3    | -  | 5    | -  | 6    | -  | 12   | 7  | 13   | 1  | 2    | 1  | 14   | 2  | 23   | 1  | 116   |
| Grand Total                                                   |          | 26   |    | 3    |    | 5    |    | 6    |    | 19   |    | 14   |    | 3    |    | 16   |    | 24   |    | 116   |



Over the next nine years, a plan has been established to replace 116 passenger vehicles in accordance with lifecycle schedules. The EV implementation strategy includes:

- **Up to 17 EVs** phased into the fleet (see Table 1).
- **EV allocations** across multiple City departments (see Table 2).
- **EV locations and required charging infrastructure** (see Table 3).
- **Total chargers and charging ports** required to support the transition (see Table 4).

This approach facilitates a gradual transition to fleet electrification, enabling the City to capitalize on advancements in EV technology while managing potential operational risks. A cautious strategy allows for flexibility, providing opportunities to pause or adjust future plans as needed to ensure a feasible and cost-effective investment.

Table 2 – 9 Year EV Division Locations and Potential Charging Need

| 9 Year EV Division Locations & Potential Charging Need |      |     |      |     |      |     |      |     |      |     |      |     |      |     |      |     |      |     |                            |
|--------------------------------------------------------|------|-----|------|-----|------|-----|------|-----|------|-----|------|-----|------|-----|------|-----|------|-----|----------------------------|
| Division                                               | 2025 |     | 2026 |     | 2027 |     | 2028 |     | 2029 |     | 2030 |     | 2031 |     | 2032 |     | 2033 |     | Office Location            |
|                                                        | SUV  | Van | SUV  | Van | SUV  | Van | SUV  | Van | SUV  | Van | SUV  | Van | SUV  | Van | SUV  | Van | SUV  | Van |                            |
| Human Services                                         | -    | -   | -    | -   | -    | -   | -    | -   | -    | -   | -    | -   | -    | -   | -    | -   | -    | -   | 68 Lindsay St N., Lindsay  |
| By-Law                                                 | -    | -   | -    | -   | -    | -   | -    | -   | -    | 2   | -    | -   | -    | -   | -    | 1   | -    | -   | 37 Lindsay Street South,   |
| Building Inspectors                                    | 5    | -   | -    | -   | -    | -   | -    | -   | 3    | -   | -    | -   | 1    | -   | -    | -   | 1    | -   | 180 Kent St. Lindsay and 9 |
| Engineering                                            | -    | -   | -    | -   | -    | -   | -    | -   | -    | 1   | -    | -   | -    | -   | -    | -   | -    | -   | 322 Kent St. Lindsay       |
| Transit Admin                                          | -    | -   | -    | -   | -    | -   | -    | -   | -    | -   | 1    | -   | -    | -   | -    | -   | -    | -   | 180 Kent St. Lindsay       |
| City Wide                                              | -    | -   | -    | -   | -    | -   | -    | -   | -    | -   | -    | -   | -    | -   | 1    | -   | -    | -   | 89 St. David St.           |
| IT                                                     | -    | -   | -    | -   | -    | -   | -    | -   | -    | 1   | -    | -   | -    | -   | -    | -   | -    | -   | 26 Francis St, Lindsay     |
| Total                                                  | 5    | 0   | 0    | 0   | 0    | 0   | 0    | 0   | 3    | 4   | 1    | 0   | 1    | 0   | 1    | 1   | 1    | 0   |                            |
| Grand Total                                            | 5    |     | 0    |     | 0    |     | 0    |     | 7    |     | 1    |     | 1    |     | 2    |     | 1    |     | 17 Total EV Vehicles       |

Table 3 – 9 Year EV Charging Requirements and Locations

| 9 Year EV Charging Requirements & Locations |          |                |          |                |          |                |          |                |          |                |          |                |          |                |          |                |      |   |                                  |                                  |
|---------------------------------------------|----------|----------------|----------|----------------|----------|----------------|----------|----------------|----------|----------------|----------|----------------|----------|----------------|----------|----------------|------|---|----------------------------------|----------------------------------|
| EV Divisions                                | 2025     |                | 2026     |                | 2027     |                | 2028     |                | 2029     |                | 2030     |                | 2031     |                | 2032     |                | 2033 |   | Office Location                  |                                  |
|                                             | Chargers | Charging Ports | Chargers | Charging Ports | Chargers | Charging Ports | Chargers | Charging Ports | Chargers | Charging Ports | Chargers | Charging Ports | Chargers | Charging Ports | Chargers | Charging Ports |      |   |                                  |                                  |
| Human Services                              | -        | -              | -        | -              | -        | -              | -        | -              | -        | -              | -        | -              | -        | -              | -        | -              | -    | - | 68 Lindsay St N., Lindsay        |                                  |
| By-Law                                      | -        | -              | -        | -              | -        | -              | -        | -              | 1        | 2              | -        | -              | -        | -              | 1        | 1              | -    | - | 37 Lindsay Street South, Lindsay |                                  |
| Building Inspectors                         | 2        | 4              | -        | -              | -        | -              | -        | -              | -        | -              | -        | -              | 1        | 2              | -        | -              | 1    | 1 | 180 Kent St. Lindsay Rd,         |                                  |
| Building Inspectors                         | -        | -              | -        | -              | -        | -              | -        | -              | 2        | 3              | -        | -              | -        | -              | -        | -              | -    | - | 9 Grandy Rd, Cobocok             |                                  |
| Engineering                                 | -        | -              | -        | -              | -        | -              | -        | -              | 1        | 1              | -        | -              | -        | -              | -        | -              | -    | - | 322 Kent St. Lindsay             |                                  |
| Transit Admin                               | -        | -              | -        | -              | -        | -              | -        | -              | -        | -              | 1        | 1              | -        | -              | -        | -              | -    | - | 180 Kent St. Lindsay             |                                  |
| City Wide                                   | -        | -              | -        | -              | -        | -              | -        | -              | -        | -              | -        | -              | -        | -              | 1        | 1              | -    | - | 89 St. David St.                 |                                  |
| IT                                          | -        | -              | -        | -              | -        | -              | -        | -              | 1        | 1              | -        | -              | -        | -              | -        | -              | -    | - | 26 Francis St, Lindsay           |                                  |
| Total                                       | 2        | 4              | 0        | 0              | 0        | 0              | 0        | 0              | 4        | 7              | 1        | 1              | 1        | 2              | 2        | 2              | 1    | 1 | 17                               | Total Required EV Charging Ports |

Table 4 – Total Required EV Charging Ports By Location

| Total Required EV Charging Ports By Location |                    |
|----------------------------------------------|--------------------|
| Office Location                              | QTY Charging Ports |
| 68 Lindsay St N., Lindsay                    | 0                  |
| 37 Lindsay Street South, Lindsay             | 3                  |
| 180 Kent St. Lindsay                         | 7                  |
| 9 Grandy Rd, Cobocok                         | 3                  |
| 322 Kent St. Lindsay                         | 1                  |
| 89 St. David St.                             | 2                  |
| 26 Francis St, Lindsay                       | 1                  |
| Total Required EV Charging Ports             | 17                 |

Based on the Fleet's Electric Vehicle replacement plan, the first vehicles scheduled for replacement in 2025 are the vehicles used by the City's building inspectors. These vehicles are currently based out of the 180 Kent Street parking lot. Staff have investigated the various power sources in the area and have determined that EV charging units can be accommodated at this site. To install the new EV charging units, civil and electrical work will be required. The cost to install two 120kW DC Fast EV charging units within the municipal parking lot is approximately \$450,000. These funds are not included within the 2025 Capital Budget. To support this investment, the cost of installing the charging units can be allocated from the Capital Contingency Reserve.

### Other Alternatives Considered:

The investment in EV charging units could be postponed to a future year and incorporated into the relevant Capital Budget, deferring the \$450,000 installation cost in 2025. The fleet greening initiative can still proceed in 2025 with the purchase of five parallel hybrid vehicles.

### Alignment to Strategic Priorities:

#### A Healthy Environment

Installing an EV charger in the City of Kawartha Lakes supports this priority by reducing emissions and improving air quality. By investing in this infrastructure, the City is taking a proactive step toward reducing reliance on fossil fuels and promoting cleaner transportation options. It also reinforces the City's commitment to sustainability and environmental leadership, contributing to a more sustainable community.

### Good Government

Installing an EV charger in the City of Kawartha Lakes supports this priority by investing in smart infrastructure that meets the direction provided by Council. Having accessible charging options ensures the City is keeping up with demand for sustainability. It also shows responsible planning towards the Fleet department's plan for converting vehicles from gas powered to electric.

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

The total cost for the installation of two 120kW DC Fast EV charging units with two charging ports on each unit is approximately \$450,000. This includes the cost of the chargers, all required civil and electrical work for installation, transformer upgrade and contingency budget to cover any unforeseen issues. Funding for this installation will come from the Capital Contingency Reserve.

### **Servicing Implications:**

NA

### **Consultations:**

Director of Community Services

Director of Corporate Services

Director of Public Works

Manager of Fleet and Transit

CAO

### **Attachments:**



FL2023-001  
Feasibility of Transit

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

**Department Head:** Jenn Johnson

## Council Report

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|                          |                                                                                                        |
|--------------------------|--------------------------------------------------------------------------------------------------------|
| <b>Report Number:</b>    | <b>FL2023-002</b>                                                                                      |
| <b>Meeting Date:</b>     | December 12, 2023                                                                                      |
| <b>Title:</b>            | <b>Feasibility of Transition of Fleet to Electric Update</b>                                           |
| <b>Description:</b>      | Establish a feasibility plan for the transition of the City's non-emergency fleet to electric vehicles |
| <b>Author and Title:</b> | Rodney Porter, Manager of Fleet and Transit, Public Works                                              |

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### Recommendation(s):

**That** Report FL2023-001, **Feasibility of Transition of Fleet to Electric Update**, be received.

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

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

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

## **Background:**

At the Council Meeting of February 23, 2021, Council adopted the following resolution:

### **CR2021-113**

**Moved By** Councillor Veale

**Seconded By** Councillor Yeo

**That** Report FL2021-001, **Fleet Services Review**, be received

**Carried**

### **CR2021-114**

**Moved By** Councillor Veale

**Seconded By** Councillor Richardson

**That** Staff establish a feasibility plan and a timeline for transforming the City's Fleet to electric vehicles and report back by the end of Q4, 2021.

This report addresses that direction.

The City was unsuccessful in obtaining funds through the 2021 and 2022 Natural Resources of Canada (NRCan) Grant process which has delayed implementation of the recommendations outlined in the original report FL2021-001, **Feasibility of Transition of Fleet to Electric** from 2021 (see Appendix A).

Fleet Services is prepared to move forward with a planned Electric Vehicle (EV) transition program as recommended, but at the moment the City lacks the required charging infrastructure and EV charging network to support the electrification of the City's Fleet. The charging stations will have a significant impact on the City budget. There is a need for an EV plan/strategy to inform grant applications and development of an EV charging network, which may include chargers for both City and public use.

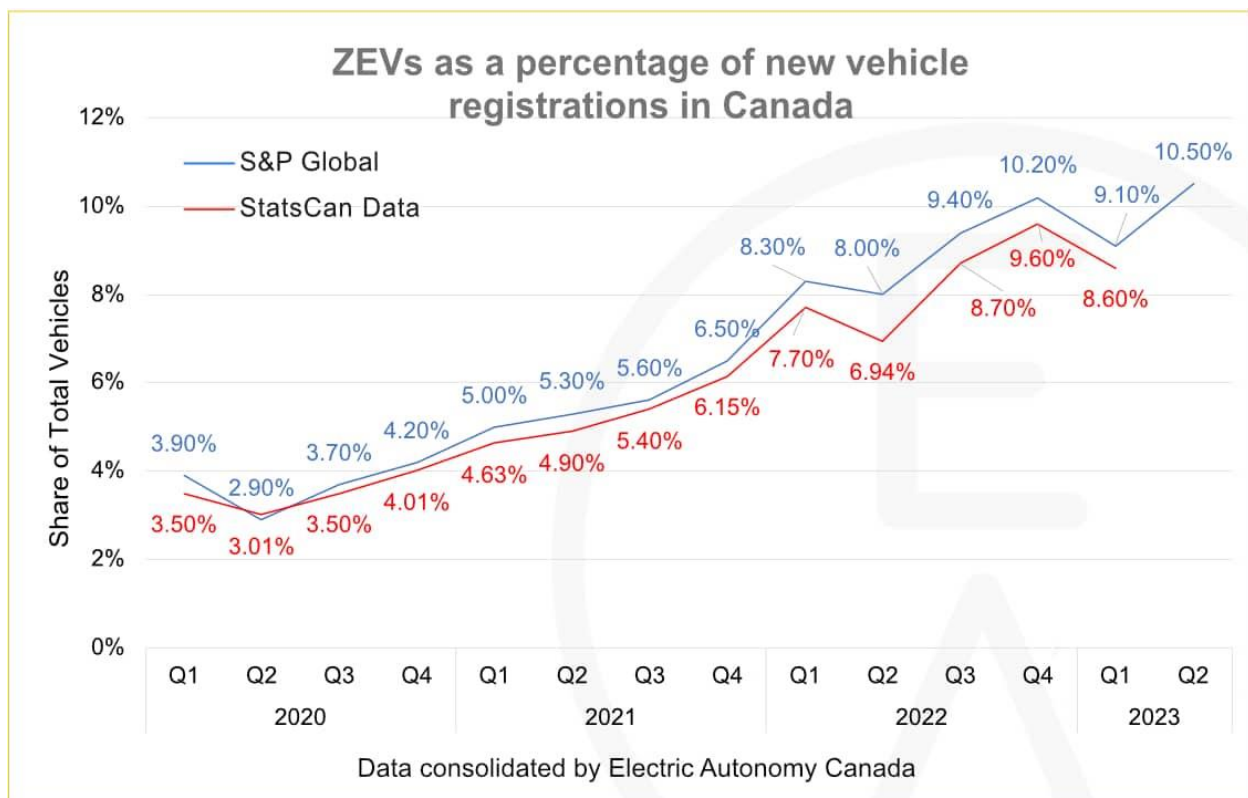
An internal EV working group has been established to review charging stations for both the City's internal fleet and also the potential to implement public chargers. The working group will focus on identifying appropriate locations and reviewing current building power capabilities and infrastructure. The working group will pursue all applicable grant funding in 2024, with additional budget recommendations to be included in 2025 budgets.

The main objective of the working group will be to establish and review optimal charging locations for implementation in 2025. The group will further prioritize locations for immediate and effective implementation of chargers for the City's fleet which will begin the EV transition. The current fleet plan may require adjustments to specific units and or operational divisions to coincide with charger availability/locations.

The working group will commit to a 2024 review which will trigger revisions to the implementation plan with a goal to report back to council in 2024. The updated implementation plan may identify the need for external expert resources and funding which will be requested as part of the report.

## Rationale:

Timing is optimal for the City to consider Electric Vehicles (EVs) and EV charging implementation. The industry has now moved from being leading edge or new to main stream as EVs make up 9.6% of all passenger vehicles purchased in Canada for 2022 and is up from 6.2% in 2021. Brands and models are more readily available and capital costs are coming in line with their internal combustion engine counterparts.



In June of 2021, the Federal Government announced it would adopt requirements for 100% of passenger vehicle sales to be zero emissions or EVs by 2035 accelerating Canada's previous goal of 100% of sales by 2040.

The two main challenges for the City of Kawartha Lakes is the geographical size of our municipality and the existing charging station network, or the lack thereof. Without a

robust charging network for both municipal and private EVs, uptake/transition can not efficiently progress.

Municipalities with large populations like the City of Toronto completed an Electrical Mobility Strategy in 2018 followed by an Electric Vehicle Strategy in 2019. Both were referenced and utilized as a resource in the original 2021 report.

<https://www.toronto.ca/wp-content/uploads/2019/05/9685-EMS-Assessment-Phase-Final-Project-Report.pdf>

<https://www.toronto.ca/wp-content/uploads/2020/02/8c46-City-of-Toronto-Electric-Vehicle-Strategy.pdf>

These important documents combined with the attached report can be utilized to move the City of Kawartha Lakes (City) forward into an EV and EV charging implementation plan. The City can reference and leverage the standards set and the expertise gained by some of our neighbouring municipalities that have already embarked on the EV journey. This will allow the City to accelerate the program and conserve resources and funds for implementation of the infrastructure.

### **Electric Vehicle Units**

Fleet Services continues to monitor the EV market and its challenges and successes. Passenger Vehicle EVs more specifically Hybrid SUV's are a viable solution and option for the City of Kawartha Lakes and multiple divisions would have success with this type of unit. With hybrid vehicles it provides the benefits for emissions reduction and improved fuel economy while providing the division the operational flexibility to travel longer distances when required with little impact or delays to operations for charging. The City of Kawartha Lakes consists of a large geographical area and requires staff to travel great distances therefore making the hybrid solution the only EV viable option at this time.

Pricing and availability are monitored regularly and we have the ability to pivot and purchase EV units as soon as the City's charging network is available. Provided below are three (3) charts depicting Fleet's 7 Year Replacement Plan, 7 Year Potential EV Procurement Plan (with the understanding that the required charging infrastructure is already in place), 7 Year EV Division Locations & Potential Charging Need.

Updated from the 2021 Feasibility Plan:

| 7 Year Fleet Replacement Procurement |          |           |           |          |          |          |           |           |           |
|--------------------------------------|----------|-----------|-----------|----------|----------|----------|-----------|-----------|-----------|
| Project Title                        | Category | 2024      | 2025      | 2026     | 2027     | 2028     | 2029      | 2030      | Total     |
| Buses                                | Transit  | 1         | 3         | 1        | 2        | 1        | 1         | 1         | 10        |
| Medium Duty Trucks                   | Fleet    | 2         | 1         | 2        | 1        | 1        | 0         | 2         | 9         |
| Cars/Cross Over SUV                  | Fleet    | 3         | 3         | 0        | 0        | 0        | 3         | 1         | 10        |
| Pick up Trucks                       | Fleet    | 9         | 3         | 0        | 0        | 3        | 8         | 10        | 33        |
| Vans                                 | Fleet    | 3         | 1         | 0        | 0        | 1        | 7         | 0         | 12        |
| <b>Grand Total</b>                   |          | <b>18</b> | <b>11</b> | <b>3</b> | <b>3</b> | <b>6</b> | <b>19</b> | <b>14</b> | <b>74</b> |

| 7 Year EV Fleet Procurement (Includes Additions to the Fleet)                    |          |      |    |      |    |      |    |      |    |      |    |      |    |      |    |       |
|----------------------------------------------------------------------------------|----------|------|----|------|----|------|----|------|----|------|----|------|----|------|----|-------|
| Project Title                                                                    | Category | 2024 |    | 2025 |    | 2026 |    | 2027 |    | 2028 |    | 2029 |    | 2030 |    | Total |
|                                                                                  |          | ICE  | EV | ICE  | EV | ICE  | EV | ICE  | EV | ICE  | EV | ICE  | EV | ICE  | EV |       |
| Buses                                                                            | Transit  | 1    | -  | 3    | -  | 1    | -  | 2    | -  | 1    | -  | 1    | -  | 1    | -  | 10    |
| Medium Duty Trucks                                                               | Fleet    | 2    | -  | 1    | -  | 2    | -  | 1    | -  | 1    | -  | -    | -  | 2    | -  | 9     |
| Cars/Cross Over SUV                                                              | Fleet    | -    | 5  | -    | 3  | -    | -  | 0    | -  | -    | 0  | -    | 3  | -    | 1  | 12    |
| Pick up Trucks                                                                   | Fleet    | 15   | -  | 3    | -  | -    | -  | 0    | -  | 3    | -  | 8    | -  | 10   | -  | 39    |
| Vans                                                                             | Fleet    | 2    | 1  | 1    | -  | -    | -  | 0    | -  | 1    | -  | 3    | 4  | -    | -  | 12    |
| Total                                                                            |          | 20   | 6  | 8    | 3  | 3    | -  | 3    | -  | 6    | -  | 12   | 7  | 13   | 1  | 82    |
| Grand Total                                                                      |          | 26   |    | 11   |    | 3    |    | 3    |    | 6    |    | 19   |    | 14   |    | 82    |
| Additional units added to fleet, based on divisional requests and business cases |          |      |    |      |    |      |    |      |    |      |    |      |    |      |    |       |

| 7 Year EV Division Locations & Potential Charging Need |      |     |      |     |      |     |      |     |      |     |      |     |      |     |                                                |
|--------------------------------------------------------|------|-----|------|-----|------|-----|------|-----|------|-----|------|-----|------|-----|------------------------------------------------|
| EV Divisions                                           | 2024 |     | 2025 |     | 2026 |     | 2027 |     | 2028 |     | 2029 |     | 2030 |     | Office Location                                |
|                                                        | SUV  | Van | SUV  | Van | SUV  | Van | SUV  | Van | SUV  | Van | SUV  | Van | SUV  | Van |                                                |
| Human Services                                         | 1    | -   | -    | -   | -    | -   | -    | -   | -    | -   | -    | -   | -    | -   | 68 Lindsay St N., Lindsay                      |
| By-Law                                                 | -    | 1   | -    | -   | -    | -   | -    | -   | -    | -   | -    | 2   | -    | -   | 37 Lindsay Street South, Lindsay               |
| Building Inspectors                                    | 4    | -   | 3    | -   | -    | -   | -    | -   | -    | -   | 3    | -   | -    | -   | 180 Kent St. Lindsay and 9 Grandy Rd, Coboconk |
| Engineering                                            | -    | -   | -    | -   | -    | -   | -    | -   | -    | -   | -    | 1   | -    | -   | 322 Kent St. Lindsay                           |
| Transit Admin                                          | -    | -   | -    | -   | -    | -   | -    | -   | -    | -   | -    | -   | 1    | -   | 180 Kent St. Lindsay                           |
| IT                                                     | -    | -   | -    | -   | -    | -   | -    | -   | -    | -   | -    | 1   | -    | -   | 26 Francis St, Lindsay                         |
| Total                                                  | 5    | 1   | 3    | 0   | 0    | 0   | 0    | 0   | 0    | 0   | 3    | 4   | 1    | 0   |                                                |
| Grand Total                                            | 6    |     | 3    |     | 0    |     | 0    |     | 0    |     | 7    |     | 1    |     |                                                |

## EV Charging Implementation Plan

As outlined in the 2021 Feasibility Plan, to support EV uptake both for the City's fleet and our community, a capital investment will be required. As a pilot or starting point, 20-40 ports should be considered. These chargers would support the proposed City Fleet units outlined above. The capital investment would be between \$300,000 and \$750,000. This would allow for both level 2 and some level 3 charging stations.



Decisions would need to be made on what portion of the charging infrastructure would be for City Fleet (private) and/or would be made available to the public.

For Council information, the City currently owns one public charging station located at the Lindsay Recreation Complex. Since 2017 it has generated a total of \$13,450 (~\$2,240 per year) in revenue and had usage totalling roughly 3,000 hours. The COVID years of 2021 and 2022 were of greater use, due to the pandemic and the lack of other public charging stations locations being in use and the Provincial shutdowns. 2023 is seeing the lowest use since 2017 inception and therefore the demand for this specific infrastructure at this location is not critical.

Please keep in mind the attached EV Implementation Plan is a high level plan that will require approval and refining but can be utilized as a starting point and step forward in the process. This plan will also impact the financial commitments of the Fleet Division as the initial capital cost of EVs is higher than that of gas powered vehicles. Also, transition to EVs cannot occur without timely and strategic capital investment in EV charging infrastructure. None of these incremental costs are currently included in the City's capital plan.

### **Hydrogen Fuel Cell & Hybrid Retrofits**

Fleet Services has embarked on a Hydrogen Fuel Cell pilot program and to date it has produced promising results.

In 2021 the City's Fleet Services Division embarked on a pilot project with HYG N Energy Inc. to test and compile data for a new Hydrogen Fuel Cell technology utilized on conventional internal combustion engine vehicles. The pilot lasted 3-4 months and the units were installed on 1 x Winter Patrol  $\frac{3}{4}$  Tonne Patrol Truck, 1 x Tandem Plow Truck and 1 x Conventional Transit Bus. The pilot program was promising and provided some valuable information. During the pilot the follow results were achieved. The  $\frac{3}{4}$  Tonne Patrol Truck had an 89% emission reduction and 7% fuel savings, Tandem Plow Truck had a 69% emission reduction and 24% fuel savings and the Conventional Transit Bus had a fuel savings of 9%. Staff felt the results were favorable but there was a need to collect further information and data for a longer period of time prior to completing a business case for the implementation of Hydrogen Fuel Cell units on a larger volume of City owned vehicles.

The next phase of testing included the procurement and installation of five (5) hydrogen units. The goal was to collect a full year of data on various units with high annual kilometres traveled and units that consume high volumes of fuel. The five (5)

hydrogen units would confirm the potential cost savings and emissions reduction while ensuring the units are robust enough to withstand a full season of winter control and roads operations. Five (5) units were procured and installed in the spring of 2023 and the data collection is approaching one year. The units were installed on the following categories and quantities:

Tandem Axle Plow Trucks x 2  
Single Axle Plow Truck x 1  
Conventional Transit Bus x 1  
Pickup Truck Winter Patrol x 1

**The emission reductions are as follows:**

Tandem Axle Plow Trucks (1) 70% PPM CO Reduction  
Tandem Axle Plow Trucks (2) 53% PPM CO Reduction  
Single Axle Plow Truck 86% PPM CO Reduction

**The Fuel Reductions are as follows:**

|                                                            |               |
|------------------------------------------------------------|---------------|
| Tandem Axle Plow Trucks Average Fuel Economy=              | 64.43 L/100km |
| Hydrogen Tandem Axle Plow Trucks (1) Average Fuel Economy= | 51.29 L/100km |
| Hydrogen Tandem Axle Plow Trucks (2) Average Fuel Economy= | 53.31 L/100km |
| <b>Avg Reduction= 18.8%</b>                                |               |

|                                                        |               |
|--------------------------------------------------------|---------------|
| Single Axle Plow Trucks Average Fuel Economy=          | 65.38 L/100km |
| Hydrogen Single Axle Plow Trucks Average Fuel Economy= | 41.13 L/100km |
| <b>Reduction= 37%</b>                                  |               |

|                                    |               |
|------------------------------------|---------------|
| Bus Average Fuel Economy=          | 35.26 L/100km |
| Hydrogen Bus Average Fuel Economy= | 33.93 L/100km |
| <b>Reduction= 3.8 % Reduction</b>  |               |

|                                              |               |
|----------------------------------------------|---------------|
| Pickup Trucks Average Fuel Economy=          | 17.69 L/100km |
| Hydrogen Pickup Trucks Average Fuel Economy= | 17.05 L/100km |
| <b>Reduction= 3.6% Reduction</b>             |               |

The above results are promising but we also recognize that the data collected is a very small sample size. The next phase on the project is to install additional units in the same vehicle categories and continue to monitor and confirm results. Based on the data collected to date there is high potential for fuel and cost savings and combine that with emissions reduction, this program may be an alternate fleet greening solution the City of Kawartha Lakes requires.

**Technology**

### Hydrogen Technology Theoretically

- Reduces fuel consumption by up to 20%
- Reduces Carbon Monoxide Emission by up to 50%

### How a Hydrogen Hybrid Works

1. The HYGN fuel system converts distilled water into Hydrogen, which is then introduced into the vehicle's air intake system.
2. This produces a more combustable and efficient fuel mixture, resulting in better range and less harmful emissions.

The HYGN system is compatible with gasoline and diesel engines

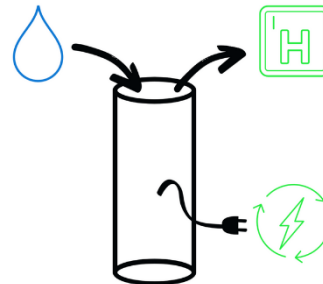
### Working Towards Zero Emissions

- Not Everything Can Be Electrified
  - Existing vehicles that are difficult to electrify can be converted into hydrogen hybrids today
- Reaching Zero Emissions will take more than one solution
  - Some new vehicles can be fuel cell vehicles



### Not All Hydrogen Is Equal

- No Rare Earth or Toxic Materials
- Circular Design Lasts Longer
- Hydrogen AND Oxygen Together
- Small Scale Electrolyzer
- Average vehicle only requires water top-up once per month
- Virtually entirely recyclable



### Safety First

#### HYGN Hydrogen Hybrid Safety Features:

- Hydrogen is only produced when the engine is running
- Hydrogen is never stored, and is never under pressure
- Safety signals will shut the system off if there is pressure, temperature, water leaking, or other reasons
- The very small amount of hydrogen is used right away

### Other Alternatives Considered:

No alternatives were considered as this feasibility report is being provided in response to direction from Council.

## Alignment to Strategic Priorities

### 1. Healthy Environment

Moving the City's fleet towards zero emission options and supporting the transition from fossil fuel Internal Combustion Engines (ICE) to EVs is directly in line with the City of Kawartha Lakes 2020-2023 Strategic plan. There is great cohesion with the City's vision and mission statements while aligning with our guiding principals and strategic priorities.

The increased uptake of electric vehicles is expected to make a significant contribution towards meeting emission reduction targets set out by both provincial and federal governments.

This report directly aligns with Healthy Environment in the below areas:

#### Implement the Healthy Environment Plan

- Execute the action plan with key partners and stakeholders

Develop and execute a Green City Charter, our corporate commitment to leadership in environmentally friendly business practices

- Reduce our corporate carbon footprint
- Create an efficient facility model
- Environmentally efficient municipal infrastructure
- Green procurement policy
- Green Fleet program and practices

### 2. A Vibrant and Growing Economy

Create an environment to attract business to Kawartha Lakes

- Support downtown revitalization to ensure our communities have a strong core
  - Placing charging infrastructure in our downtown cores will promote extended patronage by EV users

Enhance tourism

- Increase the visitor spend in Kawartha Lakes
  - Will naturally happen as EV users visit local business as charging takes place

## Financial/Operation Impacts:

There are no immediate financial impacts from receiving this report as written.

However, in order to implement an EV transition plan, there will be need for incremental financial commitments.

## **Consultations:**

Chief Administrative Officer  
Director, Corporate Services  
Director, Community Services  
Director of Engineering and Corporate Assets  
Director of Public Works  
Manager - Parks, Recreation & Culture  
Manager, Corporate Assets  
Manager, Technical Services  
Manager, Building and Property

## **Attachments:**

Appendix A –2021 Report- Feasibility Plan for the Transition of the City’s Fleet to EVs



Appendix A

Appendix B –2021 Report- Action Plan for EV and EV Charging Implementation



Appendix B

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

**Department Head:** Bryan Robinson, Director of Public Works

## Council Report

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**Report Number:** PR2025-006

**Meeting Date:** March 18, 2025

**Title:** 50-50 Community Project Capital Fund

**Description:** 2025 Allocation

**Author and Title:** Shelley Cooper, Community Partnership and Programs Supervisor

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### Recommendation(s):

**That** Report PR2025-006, **50-50 Community Project Capital Fund**, be received for information only.

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

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

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

## **Background:**

The 50/50 Community Project Capital Funding Initiative has been supporting community parks and recreation capital projects since 2003. The Parks and Recreation Division has collaborated with community groups to complete over 200 projects. Capital enhancements to parks and recreational facilities have been successfully completed through local volunteer efforts and the funding provided through the 50/50 Community Project Capital Funding Program.

This report provides recommendations on the 2025 allocation of these capital funds.

## **Rationale:**

The intent of this report is to provide information on the allocation of the 2025 50/50 Community Project Capital funds to allow our community partners to successfully complete their projects during the 2025 calendar year. While policy provides for approval from the Director, this report will share with Council the funding requests received, and the planned allocations so Council is aware of the initiatives occurring throughout the municipality.

The 2025 approved capital funds available for 2025 50/50 Community Projects is \$83,000.00. As per Management Directive MD-2018-006, community organizations are invited to make one application per year. The maximum funding per project is \$7,500.00 with the community group matching 50% of the funds.

The application deadline was October 31, 2024 for projects planned in 2025. Applications have been evaluated based on the established funding criteria.

A total of five applications were received by the deadline. Four of these projects are recommended to receive funding. As stated in the Management Directive, a second intake for organizations that missed the initial deadline will be available for applications submitted before July 31, 2025.

| <b>Community Group</b>       | <b>Project</b>     | <b>Amount Requested</b> | <b>Amount Recommended</b> |
|------------------------------|--------------------|-------------------------|---------------------------|
| Ampere Association           | Mosaic fence       | \$7,500.00              | \$0.00                    |
| Maryboro Lodge               | AV system, storage | \$3,950.00              | \$3,950.00                |
| Norland Horticulture Society | Picnic table       | \$616.95                | \$616.95                  |
| Sturgeon Point Association   | Swim Raft repair   | \$1,500.00              | \$1,500.00                |
| Little Britain               | Information Sign   | \$1,000.00              | \$1,000.00                |
| <b>5</b>                     |                    | <b>\$14,566.95</b>      | <b>\$7,066.95</b>         |

Recommendations for funding were based on the information and budget provided in each application and the eligible capital funding project criteria.

The application from the Ampere Association is not eligible to receive funding under this program. The project is not planned for the betterment of a Parks and Recreation facility or park.

Organizations will receive a confirmation letter including provisions to ensure that all liabilities, insurance, permits and permissions required for each individual project are met in accordance with City Policy. Funding is pending project approval by the division and payments are processed upon completion of the project.

A reconciliation from each organization must be returned to the City for the purpose of project audits.

### **Other Alternatives Considered:**

The allocations recommended follow the 50/50 Community Project Capital Funding Initiative Management Directive MD-2018-006 and attempt to support the maximum number of eligible projects within existing approval levels.

### **Alignment to Strategic Priorities**

The recommendations within this Report contribute to the 2024-2027 Kawartha Lakes Strategic Plan, namely:



1. An Exceptional Quality of Life
2. A Vibrant and Growing Economy

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

The recommendations within this report allow for the allocation of the 2025 50/50 Community Project Capital Fund Initiative as per the policy and within the budget of \$83,000.

Upon distribution of the recommended funding, the 2025 50/50 Community Project Capital Fund Initiative will have a balance of \$72,933.05 remaining for a second round of funding, for applications received by July 31, 2025 as per Management Direction MD-2018-006.

|                                     |                    |
|-------------------------------------|--------------------|
| 2025 Funding Available              | \$ 83,000.00       |
| 2025 Recommended Allocation         | \$ 7,066.95        |
| <b>Total 2025 Funding Remaining</b> | <b>\$72,933.05</b> |

### **Consultations:**

Funding requests from various community groups.

### **Attachments:**

N/A

**Department Head e-mail:** [jjohnson@kawarthalakes.ca](mailto:jjohnson@kawarthalakes.ca)

**Department Head:** Jenn Johnson

## Council Report

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**Report Number:** PR2025-007

**Meeting Date:** March 18, 2025

**Title:** Community Partnership and Development Fund

**Description:** 2025 Allocation

**Author and Title:** Shelley Cooper, Community Partnership and Programs Supervisor

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### Recommendation(s):

**That** Report PR2025-007, **Community Partnership and Development Fund**, be received for information only.

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

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

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

## **Background:**

The Community Partnership and Development Fund was established in 2006 to acknowledge and support the efforts of volunteer/community organizations, provide for the betterment of the municipality, and provide financial assistance to support specific initiatives:

- Beautification
- Culture
- Special Events
- Milestone Events
- Municipal Tax Rebate

This report provides recommendations on the 2025 allocation of these funds.

## **Rationale:**

The 2025 budget provided total funding of \$165,000.00 for all streams of partnership funding.

Management Directive MD2018-005 invites community groups to make requests for funding in any of the five streams: Beautification, Culture, Special Events, Milestone Event, and Municipal Tax Rebate. Each funding category has specific requirements that community groups must meet for their application to be considered eligible. The application deadline was October 31, 2024 for 2025 projects. Should funds remain after the first allocation, applications received after October 31, 2024 will be considered on July 31, 2025 in a second intake.

The **Beautification Fund** is distributed to support operating expenses associated with enhancement projects for downtown/business areas and streetscapes. These funds are made available for purchases such as hanging baskets, banners, and flowers in downtown business and key horticultural areas presently maintained by volunteers. It is not intended to fund maintenance expenses and beautification of municipal park properties; this will be funded and maintained by municipal staff through the operating budget. Horticulture societies and downtown improvement committees are eligible for this funding.

Table 1 outlines funds requested by organizations and the recommendation by staff, supported by the Director, to the extent the management directive allows.

**Table 1 – CPDF Beautification Funding Allocation 2025**

| <b>Community Group</b>                            | <b>Project</b>                          | <b>Amount Requested</b> | <b>Amount Recommended</b> |
|---------------------------------------------------|-----------------------------------------|-------------------------|---------------------------|
| Burnt River Blooms                                | Seasonal Plantings and Maintenance      | \$1,300.00              | \$1,300.00                |
| Coboconk, Norland and Area Chamber of Commerce    | Planters, Hanging Baskets               | \$7,500.00              | \$3,000.00                |
| Dunsford Community Centre                         | Large flower Bed excavation             | \$5,000.00              | \$0.00                    |
| Fenelon Arts Committee                            | Outdoor Sculpture Exhibition            | \$3,075.00              | \$0.00                    |
| Fenelon Falls and District Chamber of Commerce    | Hanging Baskets, Planters, Decor, Flags | \$13,000.00             | \$13,000.00               |
| Fenelon Falls Horticulture Society                | Community Gardens                       | \$1,443.00              | \$1,443.00                |
| Impact 32                                         | Hanging Baskets, Decor                  | \$7,500.00              | \$7,500.00                |
| Kinmount Community Volunteer Management Committee | Hanging Baskets and Decorations         | \$10,000.00             | \$10,000.00               |
| Lindsay Downtown BIA                              | Downtown Beautification                 | \$65,000.00             | \$65,000.00               |
| Little Britain Community Association              | Downtown Plants, Banners                | \$3,000.00              | \$1,446.25                |
| Norland Horticultural Society                     | Bear, Gardens, Planters                 | \$5,000.00              | \$3,766.10                |
| Omeme and District Horticultural Society          | Municipal Gardens, Banners              | \$3,000.00              | \$3,000.00                |
| Sturgeon Point Association                        | Community Gardens, Hanging Baskets      | \$500.00                | \$500.00                  |
| Woodville and District Lions Club                 | Hanging Baskets                         | \$6,000.00              | \$6,000.00                |
| <b>14</b>                                         |                                         | <b>\$131,318.00</b>     | <b>\$115,995.35</b>       |

Funding has been recommended based on the established funding criteria, based on eligible expenses included in each individual application.

Fourteen applications were received for Beautification funding by the deadline and 12 are recommended to receive matching funds, for eligible beautification expenses identified in the budget. The requests from the Dunsford Community Centre and Fenelon Falls Arts Committee are not being considered for funding as these projects do not meet the criteria for beautification funding.

Late applications were received after the deadline from the Bobcaygeon and District Horticulture Society and the Coboconk Horticultural Society and will be considered during the second intake allocation.

The objective of the **Culture Fund** is to help groups to promote their programs and services. Museums and organizations representing the arts community are examples of eligible organizations.

Table 2 outlines funds requested by organizations and the recommendation by staff and supported by the Director. The maximum funding available per organization is \$2000.

**Table 2 – CPDF Culture Funding Allocation 2025**

| <b>Community Group</b>                                  | <b>Project</b>                  | <b>Amount Requested</b> | <b>Amount Recommended</b> |
|---------------------------------------------------------|---------------------------------|-------------------------|---------------------------|
| Globus Theatre                                          | 2025 Brochures                  | \$2,000.00              | \$2,000.00                |
| Greater Purpose Services                                | Inclusive Programing            | \$2,500.00              | \$0.00                    |
| Kawartha and Haliburton Integrated Immigration Services | Black History Month             | \$2,300.00              | \$0.00                    |
| Kinmount Community Volunteer Management Committee       | Music in the Park               | \$5,000.00              | \$2,000.00                |
| Maryboro Lodge Museum                                   | Events and Programing Promotion | \$2,000.00              | \$2,000.00                |
| Ottawa Huron Tract History Association                  | Historical Exhibit              | \$2,000.00              | \$0.00                    |
| Victoria County Studio Tour                             | Brochure                        | \$2,000.00              | \$2,000.00                |
| <b>7</b>                                                |                                 | <b>\$17,800.00</b>      | <b>\$8,000.00</b>         |

Seven applications were received for Culture funding by the deadline and four are recommended to receive the maximum for eligible expenses included in the budget. Applications from Greater Purpose Services, Kawartha Haliburton Integrated

Immigration Services and the Ottawa Huron Tract History Association are not recommended as their projects do not meet the criteria for funding.

An application from the Grove Theatre was received after the deadline and will be considered in the second intake allocation.

The **Special Event Fund** is distributed to support local community events. The maximum funding under this program per event is \$500.00 with one event per organization eligible to receive funding.

Table 3 outlines funds requested by organizations and the funding recommended by staff, and supported by the Director, to the extent the management directive allows.

**Table 3 – CPDF Special Event Funding Allocations 2025**

| <b>Community Group</b>                                 | <b>Project</b>                            | <b>Amount Requested</b> | <b>Amount Recommended</b> |
|--------------------------------------------------------|-------------------------------------------|-------------------------|---------------------------|
| A. Sheila Boyd Foundation                              | Open House                                | \$500.00                | \$500.00                  |
| Coboconk, Norland and Area Chamber of Commerce         | Santa Claus Parade                        | \$500.00                | \$500.00                  |
| Dunsford Community Centre                              | Santa Day                                 | \$500.00                | \$500.00                  |
| Fenelon Falls & District Chamber of Commerce           | Easter Eggstravaganza                     | \$500.00                | \$500.00                  |
| Greater Purpose Services                               | Inclusive Programing                      | \$2,500.00              | \$0.00                    |
| Impact 32                                              | Welcome Back Summer                       | \$500.00                | \$500.00                  |
| Kawartha and Haliburton Integrated Immigration Service | Welcome Event                             | \$500.00                | \$500.00                  |
| Kinmount Community Volunteer Management Committee      | Christmas in the Village                  | \$3,000.00              | \$500.00                  |
| Kirkfield Festival                                     | Kirkfield Festival Children's Programming | \$500.00                | \$500.00                  |

|                                        |                                       |                    |                   |
|----------------------------------------|---------------------------------------|--------------------|-------------------|
| Lindsay Santa Claus Parade Committee   | Lindsay Santa Claus Parade            | \$500.00           | \$500.00          |
| Little Britain Community Association   | Skate with Santa and Parade           | \$1,000.00         | \$500.00          |
| Omeme and District Lioness Club        | Pancake Breakfast and Craft Show      | \$295.00           | \$0.00            |
| Ontario Open Fiddle and Step Dance     | Fiddle and Step Dance                 | \$500.00           | \$500.00          |
| Ottawa Huron Tract History Association | Freedom Picnic                        | \$1,000.00         | \$500.00          |
| Victoria British Car Club              | Brits in the Park                     | \$500.00           | \$0.00            |
| Woodville & District Lions Club        | Woodville Community Festival Car Show | \$490.00           | \$490.00          |
| <b>16</b>                              |                                       | <b>\$13,285.00</b> | <b>\$6,490.00</b> |

Sixteen requests for special event projects were received by the October 31, 2024 deadline. Funding has been recommended to 14 groups based on funding criteria and eligible expenses. Applicants who are not recommended to receive funding were not hosting eligible events, or budgets didn't indicate the need for additional funds.

No applications were submitted for Milestone Special Events for 2025 by the deadline of October 31, 2024.

The **Municipal Tax Rebate** is a historic practice available only to these community organizations that provide recreational services or facilities to the general public and have traditionally (pre-amalgamation) received a municipal tax rebate on their taxes, with excluding the education tax. This initiative assists organizations that provide recreation through privately owned community facilities; some of which would perhaps see these facilities fall to city ownership if this assistance were not provided.

Table 5 outlines funds requested by organizations based on their previous final tax bill, recommended by staff, and supported by the Director, to the extent the management directive allows. Final payments will be updated based on the 2025 final tax bill.

**Table 4 – Municipal Tax Rebate Allocations 2025**

| <b>Community Group</b>                      | <b>Amount Recommended - Estimate</b> |
|---------------------------------------------|--------------------------------------|
| Bethany Athletic Society                    | \$2,400.00                           |
| Dunsford Community Centre                   | \$6,000.00                           |
| Southview-Cameron New Horizons Seniors Club | \$2,200.00                           |
| <b>3</b>                                    | <b>\$10,600.00</b>                   |

Three organizations are recommended to receive municipal tax rebates for 2025. A request from Greater Purpose Services is not eligible to receive funding under this program.

In summary, a total of 41 applications were received requesting funding through the Community Partnership and Development Fund by the October 31, 2024 deadline.

| <b>1st Allocation</b> | <b>Number of Requests</b> | <b>Total Funds Recommended</b> |
|-----------------------|---------------------------|--------------------------------|
| Beautification        | 14                        | \$115,955.35                   |
| Culture               | 7                         | \$8,000.00                     |
| Special Events        | 16                        | \$6,490.00                     |
| Municipal Tax         | 4                         | \$10,600.00                    |
| <b>CPDF Total</b>     | <b>41</b>                 | <b>\$141,045.35</b>            |

Following Council's receipt of this report, each organization will receive a confirmation letter that will include provisions to ensure that all liabilities, insurance, permits and permission required for each individual project are met in accordance with City Policy.

A reconciliation from each organization must be returned to the City for the purpose of project audits

### **Other Alternatives Considered:**

The allocations recommended follow the Community Partnership and Development Fund Program Management Directive MD2018-005 and attempt to support the maximum number of eligible projects within existing approval levels.



## **Alignment to Strategic Priorities**

The recommendations within this Report contribute to the four strategic priorities within the 2024-2027 Kawartha Lakes Strategic Plan, namely:

1. An Exceptional Quality of Life
2. A Vibrant and Growing Economy

## **Financial/Operation Impacts:**

The recommendations within this report allow for the allocation of the 2025 Community Partnership and Development Fund Allocation as per the management directive and within the 2025 budget of \$165,000.

Upon distribution of the recommended funding the 2025 Community Partnership and Development Fund Initiative will have a balance of \$23,945.65 remaining. This funding can be distributed within the second intake allocation, for Applications received after the deadline as per Management Directive MD2018-005.

|                                     |                     |
|-------------------------------------|---------------------|
| 2025 Funding Available              | \$165,000.00        |
| 2025 Recommended Allocation         | \$141,045.35        |
| <b>Total 2025 Funding Remaining</b> | <b>\$ 23,954.65</b> |

## **Consultations:**

Funding requests from various community groups.

## **Attachments:**

N/A

**Department Head e-mail:** [jjohnson@kawarthalakes.ca](mailto:jjohnson@kawarthalakes.ca)

**Department Head:** Jenn Johnson

## Council Report

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**Report Number:** HS2025-002

**Meeting Date:** March 18, 2025

**Title:** Social Services Service Plan 2025-2029

**Description:** Social Services Service Plan for the Delivery of Ontario Works

**Author and Title:** Janine Mitchell, Manager Human Services

---

### Recommendation(s):

**That** Report HS2025-002, **Social Services Service Plan 2025 - 2029**, be received; and

**That** this report be submitted to the Ministry of Children, Community and Social Services, as required.

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

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

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

## **Background:**

The Social Services Service Plan is an objective of the City's Social Services Division within the Human Services Department. Completion of this plan is a requirement of a Consolidated Municipal Service Manager (CMSM) under the Ministry of Children, Community and Social Services (Ministry).

In 2024, the Ministry has made several changes to the service planning requirements, with the intent of providing a more structured, streamlined, and consistent service planning process across the province. Service Plans now run on a four-year cycle and includes the completion of an addendum at year two. The process is meant to provide both the Ministry and Social Assistance (SA) delivery sites with meaningful information directly linking service strategies and the achievement of performance outcomes.

The Ministry has provided a template and a number of mandatory tools to be included and that service plans should clearly reflect:

- The needs of the community, including service gaps that may impact the achievement of performance outcomes;
- The structured approach to identify high risk areas that may impact achievement of performance outcomes; and
- The strategies that SA delivery sites (e.g. Ontario Works program) will undertake to achieve performance outcomes and should consider the internal resources, community needs, caseload demographics, and high-risk areas.

### **Social Assistance Vision:**

The Ministry's vision for Social Assistance is to create an efficient, effective, streamlined social services system that focuses on people, providing them with a range of services and supports to respond to their unique needs and address barriers so they can move towards employment readiness and independence, where possible.

### **Mandate:**

To provide employment assistance and financial assistance, including person-centred supports and services to those in financial need. The provincial Ontario Works program:

- Recognizes individual responsibility and promotes self-reliance through employment;
- Provides financial assistance to those most in need, while they meet obligations to become and stay employed;
- Effectively serves people needing assistance; and
- Is accountable to the taxpayers of Ontario.

Ministry approved plans become the Service Description of the Service Contract between the province and the CMSMs. As CMSMs, municipalities are accountable for delivering the provincial mandated program in alignment with the Ministry's Social Assistance Vision, Mandate and Priorities.

The completed plan and 2025 Budget submission is due to the province in February, however the proroguing of the provincial government has delayed the requirement to submit until following the election. In preparation for this, staff brought forward the Social Services Service Plan to be received at the Joint Advisory Committee (JAC) for Housing and Social Services at the recent February 19, 2025 meeting.

### **Rationale:**

Initially, it was understood the four-year cycle for the Service Plan would be from 2024-2028, however the province has indicated that the four-year cycle will now be from 2025-2029. The data and caseload information in the plan has been amended, however there were no significant changes to the general content and service provision, as the plan was fully updated in April 2024.

The Social Services Service Plan 2025-2029 (Attachment A) has been developed to describe the context in which local services will be delivered to meet the priorities as defined by the Ministry. The actual program delivery and meeting needs at the local level continues to align with the changes, as a result of Social Assistance Modernization. Funding decisions and allocations are determined through the annual budget process or as required throughout the year by Council, if there are provincial program changes.

The programs and services described in the Service Plan primarily highlight caseload characteristics and life stabilization strategies and influences. The Ministry sets performance outcomes targets. The targets are set significantly above our 2023 performance outcome actuals and are above the provincial average. Staff have the ability to re-negotiate these targets at the year two mark. Strategies are in place to best meet service and performance expectations.

### **Alignment to Strategic Priorities**

The Social Services Service Plan aligns with the following City of Kawartha Lakes Strategic Plan Service Priorities:

1. Healthy Environment – Reducing our carbon footprint through e-signatures, electronic document management, offering virtual services as appropriate and supporting Alternate Work Arrangements.

2. An Exceptional Quality of Life – Through the delivery of the Ontario Works Program, Life Stability Supports, Child Care Fee Subsidy, Partnerships with our local libraries and supporting a community hub approach to service delivery.
3. Good Government – Promoting continuous improvement to increase the efficiency and effectiveness of our service delivery and accountability for funding investments.

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

The Service Plan does not include specific financial decisions related to the delivery of Social Services.

Staff has submitted a draft Service Plan to the Ministry until the plan has been received by City of Kawartha Lakes Council on March 18, 2025.

### **Consultations:**

Joint Advisory Committee for Housing and Social Services  
Human Services Staff  
City of Peterborough, Manager Social Services  
Ministry of Children, Community and Social Services

### **Attachments:**

#### Appendix A1 – Social Services Service Plan



Attachment A -  
Kawartha Lakes Soci

#### Appendix A – Community Services Inventory



Appendix A  
Community Services

#### Appendix B – Performance Outcomes Risk Assessment



Appendix B  
Performance Outcor

## Appendix C – Privacy Risk Assessment



Appendix C Privacy  
Risk Assessment.xlsx

## Appendix D – Privacy Maturity Self Reporting



Appendix D Privacy  
Maturity Self Report

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

**Department Head:** Cheryl Faber

# WELCOME

## HUMAN SERVICES DEPARTMENT

Children's Services - Social Assistance  
Housing Services - KLH Housing Corporation



**Social Services Service Plan 2025 - 2029**  
Kawartha Lakes Human Services Department

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# Section 1 – Community Analysis

## 1.1 Key Caseload Demographics – 2024 Caseload Analysis

- Total caseload numbers have increased by 5% over 2023 totals and are up 7% from 2022
  - The County of Haliburton caseload is growing at a higher rate than the City of Kawartha Lakes caseload, 6% and 5% respectively.
  - Caseload numbers are 1% lower than pre-pandemic levels in 2019
- Caseload composition has remained consistent year over year (2023 to 2024) and is predominantly trending with:
  - Singles at 69.2%;
  - Sole support parents at 23.4%;
  - Couples with dependents at 3.9%; and
  - Couples at 3.4%.
- Looking at time on assistance:
  - Couples continue to remain on assistance the longest with an average of 9.0 years;
  - Couples with dependents remain on for 7.3 years;
  - Singles for 3.2 years; and
  - Sole support parents for 3.9 years.
- Female participants, the average number of years on assistance increases as their age increases.
- Since the pandemic (2020), there has been a drastic increase in the average number of months on assistance. Couples and couples with dependents have the highest increase with average months on assistance.
  - Looking back, time on assistance for couples has more than doubled since 2017 from 49 months (4.08 years) to 106 months (8.83 years) in 2024
- From an age and gender perspective:
  - Over half of all participants are under the age of 40.
  - The highest number of participants are in the 30-34 range.
  - This is the same for both males and females.
  - The second highest age group for male participants is 35 to 39.99 year olds.
  - 50% of female participants are single and 41% are sole supports.
  - 88% of male participants are single with sole supports next at 6.0%
- Caseload Projection for 2025: Based on the Ministry of Children, Community and Social Services (MCCSS) demographic predictions and analysis, the total Ontario Works caseload for the province is to increase by 16.3%, reaching 1,649 cases locally which surpasses pre-pandemic numbers. Our prediction is lower than the provincial predictions as historically we have not increased by those amounts.
- MCCSS predicts that the influx of refugees will impact the caseload across the province. Approximately 20 refugees were sponsored to settle in Kawartha Lakes in 2023. This number doesn't seem significant, yet prior to 2022 there were no refugees sponsored in our service manager areas.

- Intake Numbers from January 1<sup>st</sup> to September 30<sup>th</sup>, 2024:
  - 9% of intake requests for services were for Emergency Assistance
  - Our Application Stream completed an average of 196 applications for assistance each month in 2024.
  - 42 auto grant files are received each month, up from 33 in 2023.  
On average, 54 files each month are transferred from Ontario Works Intake Unit (OWIU), up from 47 files in 2023. These files require immediate review and adjustments that effect client eligibility.
- Intake Numbers from October 1<sup>st</sup> to December 31<sup>st</sup>, 2024:
  - With the advent of Centralized Intake expansion, effective in our region as of October 1<sup>st</sup>, 2024, the workload for our Application Stream workers was as follows;
    - 60% of local intake requests for services were for Emergency Assistance
    - Application Stream CSW's completed 129 applications for Emergency Assistance, Under 18 Assistance or Reactivated Files (closed less than 4 months)
    - 240 auto grant files were received in the last quarter and were reviewed by the Application Stream Workers for completeness and accuracy

## 1.2 Service Needs

- Staffing: Caseload Numbers: Human Service Analysis indicates Client Services Worker (CSW) caseload capacity would be between 65 and 75 cases each. Currently, caseload numbers per CSW providing ongoing service is between 90 – 105,
- Administrative Burden of Intake: Three full-time CSW's process Emergency Assistance applications, reactivations (files reapplying within 3 months of closure), under 18 applications and complete the application process on all OWIU-granted files. Additionally, one specialized CSW completes all temp care applications and Non-Disabled Adult intakes. OWIU.
- Stability Support Requests:
  - 32% of requests for services for stability support (SS) were from low income and Ontario Disability Support Program (ODSP) households, 68% of requests from those in receipt of Ontario Works
  - 91% of SS requests were related to housing stability, leaving little funds to address other needs in order to progress toward being employment ready
- Lack of Child Care Spaces for Families:
  - There is a 4.2-year wait for licensed centre or home based childcare, adding additional barriers for sole support parent, of which impact over 23% of our caseload.
- Increasing Costs for Housing:
  - The average cost to rent a room only in our service area continues to rise year over year to \$810 a month, which is \$77.00 more per month than the monthly OW amount (\$733.00) for a single person.
  - The average cost of a one-bedroom apartment is \$1,629 per month.
- Referrals to Employment Ontario:

- Referral numbers to the Service System Manager (SSM) remain consistent to other SSM Consolidated Municipal Service Manager's (CMSMs) at 29% of total caseload.
- The return rate to OW in 2024 decreased by 5% from 2023.
- Stability Support Needs by Priority in Action Plans:
  - Of the total caseload, 16% of participants identified housing stability and 26% food security as a critical need;
  - 45% of the caseload identifying that their physical and mental health issues are a barrier to stabilizing their life or to even imagine holding down a job;
  - Transportation and lack there of at 38%;
  - Activity limitations at 18%;
  - Education at 22%;
  - Addictions and substance use at 12%; and
  - Caregiving at 16%.
- Transportation:
  - According to the 2021 Census, 46.2% of commuters travelled outside of Kawartha Lakes and 47.7% travel 30 minutes or more from home to work.
  - In our urban region, there is one source of public transportation within the boundaries of Lindsay.
  - The majority of communities do not have access to taxi services, let alone the ability to pay for the high costs of these services.
  - Due to the rurality of the service area, nearly 95% of commuters rely on a personal vehicle to get to work.
- Labour Force:
  - In 2021 there were 32.5 people entering the labour force for 100 leaving the labour force, compared to the province with 51 workers entering.
  - The labour participation rate was an average of was 50.7% locally and 62.8% provincially.
  - The local unemployment rate as of October 2024, is 5.7% in Kawartha Lakes and slightly higher in Haliburton at 6.6%.
  - 42% of all employment postings in the service area required no formal education or a minimum of a grade 12 education.
- All of the factors outlined in the Service Needs section constrict and threaten the ability to achieve the Service Performance targets set by MCCSS. The ability to meet performance expectations is dependent on factors outside of the municipality's control, such as the rate of inflation, the economic climate and timely access to stability supports offered through other services like mental health and health care programs.

## 1.3 Community Needs Assessment

The full Community Needs Assessment is attached as Appendix A. Highlights of the Community Needs Assessment are detailed in Table One below:

Table One: Community Needs Assessment

## Community Needs Assessment

### Strengths:

- 1.3.1 There are currently five agencies with a variety of programs to support employment success
- 1.3.2 There are currently eight programs and services to support financial education and offer support
- 1.3.3 Communities support Food Security Programs
- 1.3.4 There are five harm reduction programs and services available in our community
- 1.3.5 There are 22 programs and services to support health, mental health and well-being across the service area
- 1.3.6 There are a number of programs and services to support children and adults with special needs

### Gaps:

- 1.3.1 The programs are available in four larger communities
- 1.3.2 Programs are not well known in the community
- 1.3.3 Programs are not available in all communities, access is limited to number of visits
- 1.3.4 Programs are available in larger communities, limited availability of programs and services
- 1.3.5 Services are not available in all communities, not all programs and services are well known

### Challenges:

- 1.3.1 Funding is limited in program to sufficiently meet the need; verification is required for each expense increasing the burden on people served, there are waitlists for some of the services
- 1.3.2 Programs support education but do not have sufficient funding to fully meet needs, there are waitlists for services
- 1.3.3 Programs are not funded, need is high and is continuing to grow
- 1.3.4 Programs have limited funded, need is high
- 1.3.5 Waitlist for services are extensive, access to programs and services may be limited
- 1.3.6 Funding in programs is insufficient to meet the need, need is high and continuing to grow

### Opportunities

- 1.3.1 Programs may be delivered in smaller communities and our community housing programs, opportunity to community caseload demographics to meet needs of SA recipients
- 1.3.2 Support financial viability, support education to make most of restricted budget, crisis support is available
- 1.3.4 Great partnerships with most service providers, work is completed collaboratively, work together to meet the need
- 1.3.5 Services are available for all ages, opportunity to learn more about services available
- 1.3.6 Opportunity to learn more about programs and services available

## Section 2 - Performance Outcome Targets

The Ministry assigned performance targets for 2024. Table Two below includes a brief description of each performance outcome, the 2025 targets, 2024 actuals and a brief note on expected performance for 2025. In each performance area, the provincial expectations are that we not only exceed our previous years’ performance, but that we also perform above/below the provincial average.

Table Two: Performance Outcomes

| Performance Outcomes                                                                                                     | Provincially Assigned Target | 2023 Actuals | Notes                                                                   |
|--------------------------------------------------------------------------------------------------------------------------|------------------------------|--------------|-------------------------------------------------------------------------|
| Ontario Works adults and ODSP non-disabled adults with participation requirements have an Action Plan                    | 100%                         | 92.9%        | Consistent performance year over year – Provincial average 77.8%        |
| Ontario Works adults and ODSP non-disable adults with participation requirements are referred to Employment Ontario (EO) | 43%                          | 20.2%        | Our continue to be lower than previous years - Provincial Average 27.3% |
| Ontario Works cases exit to employment                                                                                   | 10%                          | 5.9%         | Consistent performance year over year - Provincial average 8.6%         |
| Cases that exit Ontario Works to not return to the program within one year                                               | 20%                          | 41.9%        | Increase of 2.8% over 2024 Provincial average 32.7%                     |

## Section 3 – Service Strategies

### 3.1 Risk Assessment

An analysis of the risks in meeting the provincial performance outcomes was completed based on the specific questions and information provided by the province. Additional risk levels and descriptions were included to both inform and support the development of service strategies. The provincial risk assessment is attached as Appendix B.

Table Three: Risk Assessment

| Risk Assessment                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Performance Outcome:              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 1.0                               | Ontario Works adults and ODSP non-disabled adults with participation requirements have an Action Plan (AP)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 2.0                               | Ontario Works adults and ODSP non-disabled adult with participation requirements are referred to Employment Ontario (EO)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Risk Level and Description:       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 1.0.0                             | High – Expectation to have 100% of all OW adults and NDA's with an Action Plan                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 2.0.0                             | Medium - Participant's barriers/needs have not been addressed prior to referral to Employment Ontario<br>Participants may agree to Action Plan goals and activities in order to maintain eligibility for assistance<br>Review and participant assessments require time to build relationships and learn about needs<br>Gaps in Community Resources and supports available and accessed<br>Increase in return rates from EO due to lack of contact<br>SSM process and requirements to approve and issue support to benefits puts those most vulnerable at risk                                                                                                                                                                             |
| Description of Controls in Place: |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 1.0.1                             | The first meeting with people we serve can be 1.5 to 2.0 hours in length and includes significant time to fulfill mandatory eligibility requirements (review and analysis of eligibility requirements, completion of Common Assessment - CA). If the needs of the person are known and immediate during the first meeting, staff will complete AP and do so in 89.1% of all cases. Staff will address immediate needs of the person and will schedule a follow up appointment within 30 days to complete the full CA and complete an AP if one is not completed in the first visit. This provides the opportunity for staff to better develop the relationship and best determine the supports and services that could be made available. |
| 2.0.1.                            | Staff connect with EO in advance of any referral that may be considered multi-barriered and if the person has barriers that make contact difficult, especially if the person is highly motivated to connect with EO. Each person is one crisis/event away from connecting and making continued participation difficult. A process has been established to have EO connect                                                                                                                                                                                                                                                                                                                                                                 |

with our staff if they have been unable to connect. Monthly meetings with EO have been established to address any service issues, concerns including reducing the returned referral percentage. Monthly meetings have been established with SSM to support system level issues, concerns and successes. EO staff in Haliburton are located in the same building to facilitate partnerships. EO partner in Lindsay attends our building weekly to meet with staff to support connections and services

### Opportunities:

1.0.2 SSM and CMSM are continuing to work together to refine work flow and communication issues to ensure that referrals are completed and clients are contacted. Improvements to EO provider connecting with our CSW's for no contact will be addressed by EO. As of 2024 and moving forward, the CMSM will continue to fund Community Counselling Resource Centre to provide non-crisis related counselling to meet the needs of those in receipt of OW. This program has proven successful and will be reassessed in 2028. Additionally we will be supporting those we serve who are not recommended at this time for referral to EO and without a doctor with paying for assessments to determine full needs which may lead to a referral to ODSP, other community supports.

We are working with our SSM to do a deeper dive and analysis into the returns and successful referrals. We would be looking at trends to determine if there is a correlation between a number of factors related to successful referrals including client specific data, time of the month, year, location of client's home and service delivery site, etc.

## 3.2 Equity, Diversity and Inclusion Strategy

- Locally the City has an established Inclusion, Diversity, Equity, Accessibility and Belonging (IDEA) team, of which Human Services Department staff are members of and have opportunities to be consulted and provide feedback on initiatives that support the corporation and the community we serve
- City policies and procedures have been reviewed, including references to language and use of legacy language in order to update and align with the local strategy and approach.
- Monthly knowledge sharing and information on a variety of topics related to IDEA are available to staff and management.
- Translation services are shared corporately to support serving people with English as a second language in a better manner.
- Partnership with the City's Economic Development Department, Employment Ontario Provider and the New Canadians Centre located in Peterborough have enabled the improvement and service offerings locally within our community.
- Staff knowledge and awareness is garnered through staff training and education programs and resources (both mandatory and voluntary opportunity).
- We are tracking and analyzing data and using GIS to look at a variety of factors year over year related to diversity, indigenous population, migration, immigration, racialized populations, youth racial identity, ethnic identity, language spoken most often at home.



### 3.3 Logic Model

| Performance Outcome 1: % of OW adult caseload with an Action Plan created                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                         |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Inputs                                                                                                                                                                                                       | Operational and Strategic Activities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Expected Outputs                                                                                                                                                                                                                        |
| Invest in Staff                                                                                                                                                                                              | <ol style="list-style-type: none"> <li>1. Staff capacity and pressures address to support service to people we serve.</li> <li>2. Temporary and full-time vacancies to be filled in a timely fashion.</li> <li>3. Succession planning updated in 2024 and to be updated annually.</li> <li>4. A full training calendar will be prepared in 2025 that will be interactive, set training details and schedules for multiple years.</li> <li>5. Staff Demand to be updated to staffing levels required to meet desired performance expectations.</li> </ol>                                                                   | <p>Staff will have sufficient time to support appropriate and timely case management.</p> <p>Participants understand their expectation to participate once referred to EO.</p> <p>Long term planning to support capacity completed.</p> |
| Direction and Policies and Procedures                                                                                                                                                                        | <ol style="list-style-type: none"> <li>1. Expectation to complete Action Plans at first visit, in first month, will be supported. If needs of participant are great, staff may complete an initial high level an Action Plan and will complete and update AP at next appointment.</li> <li>2. This direction will be communicated at CSW Team Meetings.</li> <li>3. The Program Integrity Team will develop an AP resource will be developed and shared with staff.</li> <li>4. Management will update procedures and staff will be informed of requirement to complete initial high level AP at first meeting.</li> </ol> | <p>Staff will have sufficient resources and clear direction to support case management and help to meet performance expectations.</p> <p>Participants understand their expectation to participate once referred to EO</p>               |
| Participant understanding of program expectations, AP requirements                                                                                                                                           | <ol style="list-style-type: none"> <li>1. Tools and resources to assist with key messaging and ensure language used is at grade 4 level will be updated/developed SAIL training will be offered to those in receipt of OW by end of 4<sup>th</sup> quarter.</li> </ol>                                                                                                                                                                                                                                                                                                                                                     | <p>Staff will have sufficient resources available to support participant understanding of AP requirements.</p> <p>Participants understand their expectation to participate once referred to EO.</p>                                     |
| <b>Highest Risk from Risk Assessment Template</b><br>Risk 1: Low – SA staff and participants are not aligned with the goals/support services that will support the participant towards employment readiness. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                         |



| <b>Performance Outcome 2: Percentage of Ontario Works adults and ODSP non-disabled adults with participation requirements who are referred to EO</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                     |
|------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Inputs</b>                                                                                                                                        | <b>Operational and Strategic Activities</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>Expected Outputs</b>                                                                                                                                                                                                                                                                             |
| Partnership with SSM                                                                                                                                 | <ol style="list-style-type: none"> <li>1. Working with SSM on development of Shared Calendar.</li> <li>2. Review additional day for EO staff to work/connect on site.</li> <li>3. Continued monthly sessions with management team.</li> <li>4. Monthly opportunity to connect with EO staff, alternating sites.</li> <li>5. EO and CMSM to review and connect about referral process – ensure practice matches with referrals.</li> <li>6. CMSM to schedule community meeting to present environmental scan and factors that inform our service – by end of 2024.</li> <li>7. Working group established in 2024 to review and address health and safety and its connections to the provision of service.</li> <li>8. Participant Pathway to be reviewed and updated in 2024 and into 2025.</li> </ol> | <p>Staff will have ability to schedule appointments in real time, reducing returned referrals.</p> <p>Increased community engagement and relationships.</p> <p>Increased knowledge of services and supports between both EO and CMSM.</p> <p>Refined referral process to better align services.</p> |
| Direction and Policies and Procedures                                                                                                                | <ol style="list-style-type: none"> <li>1. Expectation to complete Action Plans at first visit, in first month, will be supported. If needs of Participant are great, staff may complete an initial high level an Action Plan and will complete and update AP at next appointment.</li> <li>2. This direction will be communicated at CSW Team Meetings.</li> <li>3. The Program Integrity Team will develop an AP resource will be developed and shared with staff.</li> <li>4. Management will update procedures and staff will be informed of requirement to complete initial high level AP at first meeting.</li> </ol>                                                                                                                                                                            | <p>Staff will have sufficient time to support appropriate and timely case management.</p> <p>Participants understand their expectation to participate once referred to EO.</p>                                                                                                                      |
| Participant understanding of program expectations, AP requirements                                                                                   | <ol style="list-style-type: none"> <li>1. Tools and resources to assist with key messaging and ensure language used is at grade 4 level will be updated/developed.</li> <li>2. SAIL training will be offered to those in receipt of OW by end of 4<sup>th</sup> quarter.</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <p>Staff will have sufficient time to support appropriate and timely case management.</p>                                                                                                                                                                                                           |

| Performance Outcome 2: Percentage of Ontario Works adults and ODSP non-disabled adults with participation requirements who are referred to EO                       |                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Inputs                                                                                                                                                              | Operational and Strategic Activities                                                                                                                                                     | Expected Outputs                                                                                                                                                                                                                                                                   |
|                                                                                                                                                                     | 3. Funding to support Psychological and Vocational Assessment for up to 30 of highest needs clients (currently without a connection to a health care professional and formal diagnosis). | <p>Participants understand their expectation to participate once referred to EO.</p> <p>Determine most appropriate path towards self-sufficiency, longer-term supports for clients that are distant from the labour force and to support accessing the appropriate SA program.</p> |
| <b>Highest Risk from Risk Assessment Template</b><br>Risk 1: Medium - Participant's barriers/needs have not been addressed prior to referral to Employment Ontario. |                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                    |

## Section 4 – Program Delivery

### 4.1 Service Delivery Expectations

#### Overall Readiness

Resources are dedicated to ensure programs and services are delivered in accordance to legislative and policy requirements including:

- Program and Service Audits are completed including annual full file reviews and topic specific reviews (i.e. review of assignments of benefits, evidence verification, etc.) on a monthly basis.
- Financial re-assessments are scheduled and completed every 24 months on all cases which included full reviews and all required third-party checks.
- Third Party Checks are completed as required.
- Checklists and Job Aids have been developed and available for all staff for a number of activities including: intake and application, third party checks, file transfers, file transfers to ODSP. Checklists are reviewed and completed by CSW's.
- All deferrals from participation in an action plan are reviewed as the expectation is to have over 95% participants with action plans.
- Requirements for participation is expected in all cases except where the CSW has determined that participation may be deferred. The expectation is for the AP to meet the participant where they are and therefore it is expected that an AP can be created to support the participant. If a deferral is granted, the details on the follow up will be included in the notes detailing reason for the deferral and providing milestones that will support the removal of the deferral and will include a date for follow up. The CSW will continue to work with the participant to support their ability to participate and offer resources and supports.
- Expectation that 100% of all Eligibility Verification Process cases are assigned within 15 days and 90% of their cases are completed within 60 days.
- Eligibility Verification Process is currently assigned to a single staff member.
- All cases are reviewed to determine that the appropriate overpayment rate is applied
- Each overpayment is reviewed by each CSW to determine suitability for the application of the 10% recovery rate. For all overpayments that were a result of any fraudulent activity, as a result of reimbursements or income received, the standard rate will apply. CSW's have the discretion to apply the 5% rate if the overpayment meets the definition of undue hardship. The 5% rate is also applied to all overpayments as a result of administrative errors.

#### Financial Assistance expenditures are accurate and meet ministry expectations

- Policies and procedures are in place for:
  - Data and evidence verification for all costs
  - Monthly reconciliation of all general ledger accounts to the applicable Social Assistance Management System (SAMS) reports
  - Quarterly analysis and audit of expenditures

- Annual audit completed for each third party provider
- Review and the completion of any follow up from SAMS generated and Ad-Hoc Reports as appropriate
- All subsidy claims are completed by a position within the City's Finance Department.
- All Subsidy Claims are reviewed and approved by the OW Administrator and the Director of Human Services.
- Subsidy claims are completed and submitted on a monthly basis within the timeframes required to support the continued review and flow of funding.
- All expenditures and payments made outside of SAMS are tracked and reported to the province with each subsidy claim. This would include Family Responsibility payments prior to 2013, Dental Administration and payments, and Gift Cards provided on a case by case basis for urgent needs.
- Finance Staff complete an annual review and reconciliation of all expenditures and payments outside of SAMS.
- The City adheres to all legislated and generally accepted auditing standards.

## 4.2 Resource Analysis

### Reception Stream

- Service starts with our team of reception staff – people are welcomed into a warm space and offered a place to warm up, cool down, rest and are offered nourishing snacks. With the change in behaviours and activities seen in our reception area, we maintain 3 full-time staff in reception at all times and have a detailed process for ensuring sufficient coverage is available.
- We have standard training that is offered to all staff working in reception that includes trauma informed care, health and safety training, self-defence training, etc.
- We have implemented a system that would immediately notify the management team when assistance is needed in the reception area.
- To better serve participants all reception stream staff have an awareness of the services and programs offered throughout the Human Services Department.
- To ensure continuity in supervision, all reception staff report to one supervisor.
- All phones lines into reception are answered live by reception staff.
- Reception team members are also part of our payment functions stream.
- Staffing must be maintained during identified peak times when service requests are increased. Data and analysis completed identified staffing complement required and identifies peak periods for time of day, day of week, week of month and month of the year.

### Application and Intake Clerical Stream

- We have four full-time staff in this stream.
- Provides coverage for the reception team on a daily basis.
- Staffing must be maintained during identified peak times when service requests are increased. Data and analysis completed identified staffing complement required and identifies peak periods for time of day, day of week, week of month and month of the year.

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- Staff are required to upload data from all applicable reports to our monitoring and tracking systems.
- Third Party Checks and Logs, as directed by the CSW, are completed by this team.

### **Payment Functions Stream**

- One full-time staff in this stream however is assisted by other clerical staff.
- Processes monthly and daily financial assistance payments – through various technologies.
- Day to day management of clerical functions for overpayments including 30, 60, 90 and annual communications.
- Annual review of overpayments and makes recommendations for write-offs or cases to go to collections.
- Clerical support for Eligibility Review Officer and Program Integrity Officer.

### **Client Services Worker – Application Stream**

- We continue to have 4 full-time staff on this team. Initially we had planned for the number of staff dedicated to this team could be reduced however analysis of the work required to support applications indicates 4 staff are required.
- This team processes the OWIU completed application for financial assistance and follows up as required for signing of forms, completing AOB, complete the first high level Action Plan.
- This team receives applications and makes the determination for eligibility for emergency assistance or temporary care applications.
- Third Party Checks are requested and reviewed by this team.

### **Client Services Worker**

- Current staff complement of 17 full-time staff.
- Responsible for the ongoing service management for all in receipt of Ontario Works and NDA's.
- Financial Updates and Reviews are required every 24 months.
- Staff have the discretion to determine the best schedule for connecting with participants – the needs and plans of the participants informs that decision. Some participants are connected with weekly, monthly or every other month. Staff are to connect a minimum of once every three months and to meet in person once annually. Staff have developed processes to ensure that virtual and phone meetings can be supported.
- We currently have one dedicated CSW to complete EVP requirements however we are looking to review this practice to determine if we can maintain consistent completion of EVP if all staff complete a portion of the assigned files.
- A buddy system has been established to support staff out of office to ensure continued support is available to people we serve. Standards and priorities have been set to support this coverage.
- Additional funding is needed to continue to support this level of service delivery, should improvements to eligibility and workflow not progress at OWIU to offset the administrative burden it is costing at the local level.

## **Program Integrity Team**

- Two full-time staff are responsible for daily activities that support program integrity.
- Staff are responsible for file audits and reviews, processing and following up on all investigations of fraud, any identified misuse or misrepresentation of funds.
- Staff are responsible for coordinating and/or leading staff training on Ministry and local policies and procedures, service expectations and technologies.
- Staff review policies and procedures, legislation and complete audits to ensure consistent application.

## **Management Team**

- 3.32 FTE including supervisors, Manager (OW Administrator) and Director.
- Direct supervision of all staff, participation in community, regional and province-wide committees, working groups and associations.
- Review policies, procedures, data analysis, SAMS reports, and tasks.
- Direct relationship with community partners, EO providers.
- With the increased acuity and need of participants, supervisor involvement with day to day participant interactions is increasing and affecting capacity for overall system management.

## **4.3 Monitoring Activities**

### **Overall Readiness**

Resources are dedicated to ensure programs and services are delivered in accordance to legislative and policy requirements including:

- Program and Service Audits are completed including annual full file reviews and topic specific reviews (i.e. review of assignments of benefits, evidence verification, etc.) on a monthly basis.
- Financial re-assessments are completed every 24 months on all cases.
- Third Party Checks are completed as required.
- All deferrals from participation in an action plan are reviewed as the expectation is to have over 95% participants with action plans.
- Expectation that 100% of all Eligibility Verification Process cases are assigned within 15 days and 90% of their cases are completed within 60 days. We are currently meeting this expectation with one dedicated CSW completing all EVP audits.
- All cases are reviewed to determine that the appropriate overpayment rate is applied.
- Supervisors review files and performance reports on a monthly basis and provides direction as required.
- Manager reviews and analyzes performance reports and provides direction as required.
- Annual review of policies and procedures to ensure compliance with ministry and local direction, service plans and legislation.

### **Submission of Actual Expenditures**

Financial Assistance expenditures are accurate and meet ministry expectations

- Policies and procedures for
  - Data and evidence verification for all costs
  - Monthly reconciliation of all general ledger accounts to the applicable Social Assistance Management System (SAMS) reports
  - Quarterly analysis and audit of expenditures
  - Annual audit completed for each third party provider
  - Review and the completion of any follow up from SAMS generated and Ad-Hoc Reports as appropriate
- All subsidy claims are completed by a position within the City's Finance Department.
- All Subsidy Claims are reviewed by the OW Administrator and the Director of Human Services.
- The City adheres to all legislated and generally accepted auditing standards.
- The City processes payments that are process outside of SAMS and provides supporting documentation through secure email with each monthly subsidy claim. The payments are reviewed as above, and may include the following:
  - Payments made directly to Revenue Canada for a Service Provider as required by Revenue Canada
  - Payments processed related to Family Responsibility payments received that apply to time periods prior to 2013
  - Payments related to Dental Services managed by a Third Party
- All reports to authorities including local and provincial are based on actual expenditures and submitted through appropriate sources.

### **Submission of Outcomes Achieved**

- Performance reports are reviewed on a monthly basis.
- Reports are reviewed for current year, past year and compared with communities within our service area.
- Service analysis is completed and updated monthly.
- Data is collected and stored in one location. Data Analysis Coordinator and Financial Coordinator work together to provide up to date and current performance related reports.
- Management and the Program Integrity Team work to identify and implement mitigation strategies as necessary.
- Our review indicates that we will not be able to meet all Ministry set targets for the 2054.

### **Performance Reports**

- We have a detailed process for reviewing performance related reports.
- We have a central location for all data related reports and information.
- Report tracking is set to show current year performance, year over year performance, trending data and identify any outliers.
- A Report Matrix is used to identify the purpose of the report, the intended audience and identify actions required as part of the review of the results.
- Majority of reports are available for all staff to review – these are stored in a central location
- Supervisory level reports are reviewed by the management team.

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## Quality Assurance (QA)

- Program Integrity Team regularly meets and prepares training for all staff.
- Data, Reports and Analysis centrally stored in and kept up to date weekly, monthly, quarterly as appropriate.
- A single source for final data is maintained that includes analysis that is available to the entire department and all staff to ensure consistency of information shared and that we are all working from the same place.
- Management Team provides direction to Program Integrity Team on file audit requests that will be both quantity and quality based, will ensure adherence to provincial and local policies and procedures, legislation and meet our service expectations and goals.
- Completed audits include observations, data and recommendations which are submitted to the Management Team.
- Management Team provides direction on individual or group training needs, will update policies and procedures as appropriate.

## Risk Mitigation Testing

- The Management Team will be responsible for reviewing any risk mitigation questions and will assign work to the Program Integrity as appropriate.
- The test scripts will be completed as required and returned to the Ministry for appropriate review.

## 4.4 Privacy

The Privacy Risk Assessment was completed and will be submitted as a part of the Service Plan and is included below as Appendix C. Human Services has developed department policies and procedures incorporating all relevant legislation and working in partnership with the City's Clerk's Division. Staff are required to review and confirm understanding of and adherence to, policies and procedures annually.

During orientation and onboarding, staff meet with supervisors to review and understand the obligation to having access to confidential, personal information. During onboarding training, our Program Integrity Coordinator incorporates this understand as they train new staff on legislation, local policies and procedures, Directives and the Ontario Works Program.

The Program Integrity Team completes an annual privacy and third party access review and submits observations and recommendations to the Management Team. The Management Team then provides direction, performance guidance and training requirements for individuals and/or groups of staff.

The Privacy Maturity Self-Reporting Tool and has been completed and it attached as Appendix D.



# Appendix

## Appendix A: Community Services Inventory



Appendix A -  
Community Service I

## Appendix B: Performance Outcomes Risk Assessment



Appendix B  
Performance Outcor

## Appendix C: Privacy Risk Assessment



Appendix C Privacy  
Risk Assessment.xlsx

## Appendix D: Privacy Maturity Self-Reporting



Appendix D Privacy  
Maturity Self Report

Instructions:

| Community Service Inventory |                                                                     |                               |                                                                                                |                                                                                                                                                                                                               |                                                     |                                                                                                                                                                                                     |                             |                                                                                                                                                               |                                                                                                                                      |                                |                                                                                                                         |                                                                                      |                                                                                          |
|-----------------------------|---------------------------------------------------------------------|-------------------------------|------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|-------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|
|                             | Name of organization, project, initiative, agency, service provider | Service Type                  | Category \Program Name                                                                         | Description of Services, supports, resources provided)                                                                                                                                                        | Service Eligibility/ Target Populations for Service | Service Delivery Instructions                                                                                                                                                                       | Nature of Your Relationship | Strengths/ Resources for SA Clients                                                                                                                           | Opportunities to Leverage                                                                                                            | Gaps Categories                | Gaps in services or required resources                                                                                  | Challenges / Implications for Social Assistance                                      | Other (including partnering organizations)                                               |
| 1                           | SIRCH Community Services                                            | Early Learning and Child Care | School's Cool Online                                                                           | For children entering Kindergarten - 6 weeks, 4 days a week, 2 hours/day                                                                                                                                      | All                                                 |                                                                                                                                                                                                     | Collaboration               | Successful award winning program to help prepare children for Kindergarten                                                                                    | It's free - Foundation to support success in school                                                                                  | Funding                        | Short term program, no ongoing funding                                                                                  | Can only offer in a number of locations each year                                    |                                                                                          |
| 2                           | Nogojiwanong Friendship Centre                                      | Early Learning and Child Care | Indigenous Family Support                                                                      | Focuses on strengthening parenting and caregiving skills thought support the spiritual, emotional & intellectual needs of urban Aboriginal children and their families.                                       | All                                                 |                                                                                                                                                                                                     | Communication               | Supports IDEA, many programs and services                                                                                                                     |                                                                                                                                      | Transportation                 | Not delivered directly in our communities, myst travel                                                                  | As numbers rise, importance increases to offer these supports                        |                                                                                          |
| 3                           | Community Living Trent Highlands                                    | Early Learning and Child Care | Early Learning Quality Initiative                                                              | Promotes development and high quality early learning programs within CKL and COH                                                                                                                              | Children under 12                                   |                                                                                                                                                                                                     | Collaboration               | Supports quality service for all children who participate in our licenced child care system, sets them up for success                                         | We are funders of this program                                                                                                       | Staffing Resources             | Funding is limited however program itself is extremely successful. Recruitment for RECE is critical at this time        |                                                                                      |                                                                                          |
| 1                           | Community Living Trent Highlands                                    | Employment                    | Job Quest                                                                                      | Employment centre that offers specialized supports and services. They help find and keep good jobs while assisting employers to find, train and keep reliable and skilled workers                             | Adults                                              |                                                                                                                                                                                                     | Collaboration               | Programming and services are successful in supporting employment for high acuity participants                                                                 | Yes, include them as a stronger partner with the SSM, concentrate internally on referrals there                                      | Waitlist for services          | Limited in number of referrals to the program                                                                           | Limited referrals now with SSM however we had significant partnership in the past    |                                                                                          |
| 2                           | Nogojiwanong Friendship Centre                                      | Employment                    | Apatisiwin Employment Training Program                                                         | one-to-one supports and resources and can assist urban Indigenous individuals to access a range of training,education and skills development opportunities.                                                   | Adults                                              |                                                                                                                                                                                                     | Communication               | Meet cultural and spiritual needs, offer support and training and education                                                                                   | Services to be provided in our service area                                                                                          | Outside of Service Area        | No service available in our area                                                                                        | Have to travel significant distance to receive support and services                  |                                                                                          |
| 3                           | VCCS                                                                | Employment                    | Job Search and Job Search supports - Resource Room, access to computers, copiers/fax machines. | Help job seekers with their employment needs, Employment counselling, resume cover letter development, assist with financial supports to provide on the job training, plans, life skills coaching             | Adults                                              |                                                                                                                                                                                                     | Convergence                 | Wide range of job search supports and access to Employment Counselling. VCCS allows for an accessible location for clients. Some services available remotely. | Yes. Referral to VCCS are completed by clients Action plans                                                                          | Funding                        | Service provider may have constraints such as budget, lack of client attendance or appropriate referrals                | Transportation to group programs however some remote services are available          | Employment Ontario                                                                       |
| 4                           | VCCS                                                                | Employment                    | D4 (dream, Discover, Dare, Do)                                                                 | 5 week program that opens doors to opportunities for employment-workshops, employment experience, training, team building, create resume and practice for interviews, paid on the job experience              | Adults                                              |                                                                                                                                                                                                     | Convergence                 | Participants can find information on jobs, careers and labour market.                                                                                         | offers community based placements for participants                                                                                   | Funding                        | Service provider may have constraints such as budget, lack of client attendance or appropriate referrals                | Transportation to group programs however some remote services are available          | Adult Education, OW                                                                      |
| 5                           | VCCS                                                                | Employment                    | Youth Success Thought Employment Practices (YSTEP)                                             | for youth between 15-30, out of school, out of work, needing extra help to find work.                                                                                                                         | Adults                                              |                                                                                                                                                                                                     | Convergence                 | Connects youth to other resources and educational resources                                                                                                   |                                                                                                                                      | Funding                        | Service provider may have constraints such as budget, lack of client attendance or appropriate referrals                | Transportation to group programs however some remote services are available          | Youth related organizations, Boys and Girls club, CHIMO, Trillium Lakelands School Board |
| 1                           | Salvation Army                                                      | Financial                     |                                                                                                | Free income tax clinics during tax filing season. For Individuals-earning less than \$35,000 and families earning less than \$45,000                                                                          | Adults                                              |                                                                                                                                                                                                     | Communication               | Excellent resource for low income, OW and ODSP Free service - mostly in urban location of Lindsay - some outlying areas offer similar                         | increase funding to other agencies to offer this same program - will allow clients to meet Fed demands of completing taxes each year |                                | urban location                                                                                                          | Transportation to urban area often an issue.                                         |                                                                                          |
| 2                           | Credit Counselling                                                  | Financial                     |                                                                                                | review finances, make a budget, deal with creditors                                                                                                                                                           | All                                                 |                                                                                                                                                                                                     | No Relationship             | Provides support to those with financial issues                                                                                                               | Limited referrals                                                                                                                    | Little is known about services | Unsure if located in CKL                                                                                                | If referred - tpecially outside of CKL/Haliburton                                    |                                                                                          |
| 3                           | Heat Bank - Haliburton                                              | Financial                     | Heat- LEAP -Low Income Energy Assistance Program                                               | For low and modest-income households who are struggling with managing their hydro or heating costs or heating or hydro emergency                                                                              | All                                                 |                                                                                                                                                                                                     | Convergence                 | Program is successful in supporting families / individuals with financial support in dire situations                                                          | Funding through United Way? Extremely helpful, supportive and widely used in Haliburton County                                       | Funding                        | CKL should have the same strong relationship with a service like this                                                   | Increasing costs of fuel and stagnate SA rates will exacerbate need for this program |                                                                                          |
| 4                           | Victim Services                                                     | Financial                     | Victim Crisis Assistance                                                                       | Provides support for individuals affected by crime and tragic circumstance. Staff work with Police, emergency servces and other community providers to meet the needs of individuals who have been victimized | All                                                 | Emotional Support, Resources and Referrals, safety planning, needs assessment, advocacy, practical assistance, client follow up, assess eligibility and apply to the Victim quick reposnse program. | Communication               | Provides fast support to tragic situations wrap around services through their connections with other services                                                 | Connect those seeking emergency assistance as appropriate, at time of intake                                                         | Increased need of service      | More communication with this support and OW to assist with non duplication of referrals                                 | Develop stronger relationship with VS and SSM                                        |                                                                                          |
| 5                           | Natural Springs                                                     | Financial                     | Mattresses                                                                                     | Designed to make the purchasing process go as far as possible to provide easy service for Social Service agencies.                                                                                            | All                                                 |                                                                                                                                                                                                     | Convergence                 | Fast affordable high need                                                                                                                                     | Mostly out of Peterborough, however will service Lindsay and Haliburton                                                              | Outside of Service Area        | Located in Peterborough, transportation of mattresses                                                                   | Mostly out of Ptbo however will service CKL and Haliburton County                    |                                                                                          |
| 6                           | Salvation Army                                                      | Financial                     | Set up Packages                                                                                | Mattresses, frames bed set up and delivery                                                                                                                                                                    | All                                                 |                                                                                                                                                                                                     | Collaboration               | high demand for this resource                                                                                                                                 | located in Lindsay and Fenelon Only                                                                                                  |                                | often looking to community for dontations to meet demands of homeless population getting housed with no household goods | funding                                                                              |                                                                                          |

|   |                                            |                    |                                                                                                                 |                                                                                                                                                                                                                                                       |                   |  |                 |                                                                                                                                |                                                                                                                                                                                                       |                                |                                                                                                                                                    |                                                                                                                                             |                                                                                     |
|---|--------------------------------------------|--------------------|-----------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|--|-----------------|--------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| 7 | Victim Services                            | Financial          | Tragic Circumstance Assistance                                                                                  | helps with the costs of clean up in the immediate aftermath of a suicide. Emotional support and assistance following the suicide will also be provided.                                                                                               | All               |  | No Relationship | limited contact with this very specific program                                                                                | education around situations that may occur                                                                                                                                                            | Little is known about services | little known information about this resource                                                                                                       | little known service - not often shared or promoted                                                                                         |                                                                                     |
| 8 | A Place Called Home                        | Financial          | Youth Trustee Program                                                                                           | Available for youth 15-25                                                                                                                                                                                                                             | Youth             |  | Convergence     | great support and resource for SA Youth                                                                                        | increase availability to those not living in urban area                                                                                                                                               | Transportation                 | often limited to those in urban area                                                                                                               | transportation to attend APCH in person to obtain monthly funds                                                                             |                                                                                     |
| 1 | Kawartha Lakes Food Source                 | Food and Nutrition | Open Gardens Program                                                                                            | free to pick fresh vegetables                                                                                                                                                                                                                         | All               |  | Communication   | Allows recipients to participate in community resource program and then reap rewards of their effort                           | Increase shared locations and create more space and opportunity for the program to support more recipients                                                                                            | Funding                        | limited space for program, limited staff to support it, need more funding to support program                                                       | limited funding available, staff time commitment                                                                                            |                                                                                     |
| 2 | Community Care                             | Food and Nutrition | Food                                                                                                            | Good Food Box- monthly - 25 boxes for clients who need extra help. Pick up is the 3rd Tuesday of the month.                                                                                                                                           | All               |  | Convergence     | very successful program - fresh produce - items that are often unaffordable                                                    | Increase funding to allow for SSM to support more individuals being able to obtain this resource - opportunity for community to "sponsor" a box for community member and receive Tax Donation receipt | Transportation                 | Transportation / delivery?                                                                                                                         | Many clients have difficulty with transportation to pick up Box or travel home with it                                                      |                                                                                     |
| 3 | Nogojwanong Friendship Centre              | Food and Nutrition |                                                                                                                 | Cooking with Kids, Family & Well Baby clinics, Educational workshops, Literacy programs, Parent's circle, parenting classes, drop-in, clothing exchange. Court workers program. Mental Health & well being, Reaching home, Addictions & Mental Health | All               |  | No Relationship | Not in this area?? we know nothing                                                                                             | We know nothing                                                                                                                                                                                       | Little is known about services | We know no details or have lived experiences with this provider                                                                                    | Services are not available in our community                                                                                                 |                                                                                     |
| 4 | Salvation Army                             | Food and Nutrition | Food Bank                                                                                                       | Wed 930-1, Fri 11-12pm by appointment only                                                                                                                                                                                                            | All               |  | Cooperation     | Very well used resource                                                                                                        | If they had increased budget they could provide more options, days available and times                                                                                                                | Access - program availability  | Limited days and time to gains supports, can only access 1 time per month - needs is greater than that. Transportation. Only in urban area of CKL  | Transportation, limited funding to increase the program to support more individuals and high needs situations ID required to access program |                                                                                     |
| 5 | Centre of Hope                             | Food and Nutrition | Food Bank                                                                                                       | Tue, Wed, Thu 10am-2pm - Centre offers food, clothing and household goods to those in need. Food bank is by appointment only.                                                                                                                         | All               |  | Communication   | Very well used resource                                                                                                        | If they had increased budget they could provide more options, days available and times                                                                                                                | Access - program availability  | Limited days and time to gains supports, can only access 1 time per month - needs is greater than that. Transportation. Only in urban area of CKL  | Transportation, limited funding to increase the program to support more individuals and high needs situations ID required to access program |                                                                                     |
| 1 | John Howard Society                        | Harm Reduction     | Crisis and Harm Reduction Programs                                                                              | One on one harm reduction psychoeducational to clients, Peer support groups and Family Support Groups                                                                                                                                                 | Adults            |  | Communication   | Allows for participants to complete surveys which in turn helps staff to understand complexities of addiction in the community | Referrals to program to support stability                                                                                                                                                             | Increased need of service      | Knowledge of program and services consistent with all staff, funding to support                                                                    |                                                                                                                                             | Community Outreach supports, A place called home, paramedics and nurse practitioner |
| 2 | John Howard Society                        | Harm Reduction     | Crisis and Harm Reduction Programs                                                                              | Staff will attend with client to medical appointments in hospital or doctors office. Assist with connecting with doctors, counsellor & community agencies. Advocacy when attending appointments with clients.                                         | Adults            |  | Communication   | Advocates for clients in community settings                                                                                    | Referrals to program to support stability                                                                                                                                                             | Offered in limited communities | Knowledge of program and services consistent with all staff, funding to support                                                                    | Stigma for participants. Advocacy aims to remove stigma and help clients with attendance to medical appointments                            | Referring agencies such as OW, A Place called Home, CMHA.                           |
| 3 | FOURCAST                                   | Harm Reduction     | Addiction Treatment Provider                                                                                    | counselling-individual and group, family programs, parents, pregnant women, gambling, alcohol, opioid services, harm reduction                                                                                                                        | Adults            |  | Communication   | Allows participants to learn techniques in harm reduction. Offers alternative therapies such as Acupuncture.                   | Opportunities to share knowledge and train staff and participants                                                                                                                                     | Increased need of service      |                                                                                                                                                    | Office is in Lindsay. However participants can access services by phone.                                                                    | OW, OATC, John Howard, APCH                                                         |
| 4 | PARN                                       | Harm Reduction     | Community Based agency providing support and health promotion for people who are HIV infected and HIV affected. | HIV Support Services, Hep C, Harm Reduction, education and prevention                                                                                                                                                                                 | Adults            |  | No Relationship | Access to information and harm reduction                                                                                       | Opportunities to share knowledge and train staff and participants                                                                                                                                     | Increased need of service      |                                                                                                                                                    | Unknown                                                                                                                                     | John Howard society, Elizabeth Fry, Fourcast Addiction Services, RMH                |
| 5 | Kawartha Haliburton Children's Aid Society | Harm Reduction     | Foster Care & Alternative care for Children                                                                     | protect children from harm or the risk of harm due to neglect and physical, sexual or emotional abuse. - children may need the support and safety of another family-temporary or can be longer term.                                                  | Children under 17 |  | Cooperation     | Provides financial support to Kith and Kin situations                                                                          | Strengthen relationship between Agencies \$274 per month is too low should be increased                                                                                                               | Funding                        | Discretionary benefits are limited to address extra support often needed by caregivers CCTB not available if caregiver income too high             | Limited government supports beyond \$274 per month -                                                                                        |                                                                                     |
| 1 | CMHA                                       | Health             | The Road Ahead                                                                                                  | Mobile Wellness Clinic Counselling and therapy, support with addictions and substance use, medication support and other supports.                                                                                                                     | Adults            |  | Communication   | Can support individuals in rural areas. Will meet with individuals in their community or in their home                         | increase government funding to support those outside urban centres who have numerous supports to access                                                                                               | Little is known about services | limited referrals as little is known about it                                                                                                      | we know very little about the service or program                                                                                            | OW and ODSP                                                                         |
| 2 | Community Care                             | Health             | Dental                                                                                                          | Dental clinic is available for everyone-low income families, or those with no insurance, OW, ODSP, Senior Dental care program                                                                                                                         | All               |  | Cooperation     | Serves individuals with issues with no other coverage                                                                          | Lower eligibility criteria - increase federal funding for all                                                                                                                                         | Funding                        | High need resource - long wait lists - eligibility can be complex at times and individuals denied supports (Fed. Seniors dental program confusion) | need more funding - Transportation as it is located only in urban centre - often cannot serve complex needs                                 |                                                                                     |

|   |                                            |                                 |                                                                                                                                                |                                                                                                                                                                                                                                                                     |        |  |               |                                                                                                   |                                                                                                                        |                                |                                                                                                                                                              |                                                                                                                                                                  |                                                                                |
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| 3 | Community Care                             | Health                          | Community Health Centre                                                                                                                        | health services delivered by doctors, nurse practioners, nurses, a social worker, dietician and others.                                                                                                                                                             | All    |  | Communication | Home visits, Hospice supports, works urban and rural areas                                        | Increase number of staff - more funding due to increased health complexities and senior population in CKL / Haliburton | Waitlist for services          | limited staff to support it, need more funding to support program - in home care needs are increasing due to aging populations                               | Transportation to urban area often an issue.                                                                                                                     |                                                                                |
| 4 | Community Care                             | Health                          | Transportation                                                                                                                                 | offer affordable, dependable and safe transportation for people of CKL to attend medical appts social activities and errands.                                                                                                                                       | All    |  | Collaboration | Very widley used across OW clients as transporation is a barrier for most                         | increase funding to allow for CC to gain more drivers - increased financial compensation for their drivers             | Funding                        | Increase in available staff                                                                                                                                  | Very high need program - complex clients can present difficult situation for drivers                                                                             |                                                                                |
| 5 | CKL Family Health Team                     | Health                          | Local family Doctors, nurse practioners, dieticians, pharmacist, psychologist, social workers, occupational therapist & respiratory therapist. | The team works with your family doctor to provide complete health care. Offer a variety of helath programs for the specific needs of the patients in the the community.                                                                                             | All    |  | Communication | Is available to help with medical issues for those without medical support due to doctor shortage | Lack of available doctors, many in community without a family doctor or nurse practioner                               | Waitlist for services          | Can help with lack of family doctors in CKL/Haliburton -                                                                                                     | Transportation to urban area is often an issue for participants., delays for DAU packages and eligibility, impact on physical and mental health                  |                                                                                |
| 6 | HKPR Health Unit                           | Health                          | Classes, clinics and supports                                                                                                                  | For children- Dental Health, Food and Nutrition, Immunization clinics, Mental Health support, Needle exchange & safe supplies, Pregnancy & Infant Feeding supports, quitting smoking, Rabies clinics, Sexual Health, Water Quality & testing, Youth & teen services | All    |  | Communication | Large number of free programs and supports offered                                                | ??                                                                                                                     | Offered in limited communities | Located in central urban area                                                                                                                                | Transportation to urban area often an issue.                                                                                                                     |                                                                                |
| 1 | John Howard Society                        | Homeless Prevention and Support | ReSet Supportive Housing                                                                                                                       | provides counselling and supports to individuals housed through KL and Haliburton.                                                                                                                                                                                  | Adults |  | Convergence   |                                                                                                   | Opportunites for participants , JHS staff and OW staff to help participants maintain their housing                     | Waitlist for services          | waitlist for services                                                                                                                                        | Waitlist for services                                                                                                                                            | KL Housing, CMHA, APCH                                                         |
| 2 | A Place Called Home                        | Homeless Prevention and Support | Supporting homeless men, women and families with children                                                                                      | Emergency shelter for families and individuals, showers & meals, laundry facilities                                                                                                                                                                                 | All    |  | Collaboration | promotes participants to look for housing solutions and seek other community supports             |                                                                                                                        | Funding                        | APCH services may be limited by their budget                                                                                                                 | Shelter is limited in size. Waitlist for shelter.                                                                                                                | OW, ODSP, John Howard Society, CMHA                                            |
| 3 | CMHA                                       | Housing                         | Community Homes for Opportunity CHO                                                                                                            | supportive housing program for people with serious mental illness                                                                                                                                                                                                   | Adults |  | Communication | limited contact with this very specific program                                                   | increase sharing of information on the criteria and programming                                                        | Little is known about services | limited knowledge of the program                                                                                                                             | limited knowledge of the program                                                                                                                                 | Housing providers, KLH Housing, WR, JHS                                        |
| 1 | Community Legal Clinic                     | Legal                           | Debt & Consumer Rights, Employment & work, Income assistance, health & disability, tribunals & courts, Housing law, Human rights.              | Abuse & family violence, criminal law, family law, french language rights, wills & powers of attorney                                                                                                                                                               | Adults |  | Collaboration | Great support and resource for SA recipients                                                      | Numerous referrals - housing, LL/Tenant issues, ODSP appeals etc - high demand and high needs clients and issues       | Staffing Resources             | need increase in funding and staff - small staff in urban area - limited staff in rural areas - transportation barriers for clients trying to access support | Transportation to urban area often an issue. Often high demand for paperwork - literacy issues with clients - access to printers computers and online technology |                                                                                |
| 1 | CMHA                                       | Mental Health                   | Brief mental health services                                                                                                                   | ages 16 or over connect to appropriate longer term supports, brief interventions to stabilize crisis and reduce mental health symptoms. Digital self referral is available to for clients.                                                                          | Adults |  | Cooperation   |                                                                                                   | Yes, Counsellors are known to OW staff. OW staff can complete online referral with participant                         | Access - program availability  | Some mobile services are not available in rural areas.                                                                                                       | There may be high demand for services. Clients need diagnostic services however access to qualified staff who can diagnose may be limited                        | Four counties crisis, Ross Memorial hospital                                   |
| 2 | CMHA                                       | Mental Health                   | Community Engagement and Education                                                                                                             | offers presentations, workshops and training on Mental Health first aid, ASIST, safe TALK, Psychological first aid                                                                                                                                                  | Adults |  | Cooperation   |                                                                                                   | Opportunities exist for OW staff to receive training that is local and affordable                                      | Access - program availability  | Some clients may not have access to digital resources or transportation.                                                                                     | Need for training is constant                                                                                                                                    | Four counties crisis, Ross Memorial hospital, APCH, WR, JHS                    |
| 3 | CMHA                                       | Mental Health                   | HOPE Learning Centre                                                                                                                           | Provides courses about mental health and well-being that promote recovery,hope,empowerment, possibility                                                                                                                                                             | Adults |  | Communication |                                                                                                   | promotes healthy living skills and adds to clients sense of community inclusion                                        | Funding                        | May be limited by lack of funding, getting volunteers and donations                                                                                          | Demand for service is high.                                                                                                                                      | Community Mobile Outreach, OW, APCH, JHS                                       |
| 4 | CMHA                                       | Mental Health                   | Justice Services                                                                                                                               | Assists individuals with mental health or addiction concerns who are involved with the criminal justice system.                                                                                                                                                     | Adults |  | Cooperation   |                                                                                                   | Assists participants with staying in community and not being incarcerated                                              | Transportation                 | Transportation to where justice system is located                                                                                                            | Connecting to Workers who are working under work load and time constraints                                                                                       | John Howard society, Elizabeth Fry, Victim Services, Community Mobile outreach |
| 5 | Community Counselling & Resource Centre    | Mental Health                   | Counselling                                                                                                                                    | Referrals come from Human Services CSW, CHW and OHAW staff direct to CCRC, sessions determined by CCRC. Not for crisis                                                                                                                                              | Adults |  | Collaboration | Provides collaboration with OW staff and Certified Social Workers                                 | Participants gain knowledge in times of need                                                                           | Waitlist for services          | CCRC staff may have to limit referrals                                                                                                                       | Services are waitlisted.                                                                                                                                         | CMHA                                                                           |
| 6 | Womens Resources                           | Mental Health                   | Counselling, Anti Human Trafficking                                                                                                            | Provide safe place & secure for women, support for women who are seeking help from abusive relationships                                                                                                                                                            | Adults |  | Communication |                                                                                                   |                                                                                                                        | Waitlist for services          | waitlist for services                                                                                                                                        | Supports may not always be available when needed by participants                                                                                                 | Victims Services. OW amd ODSP                                                  |
| 7 | Kawartha Haliburton Children's Aid Society | Mental Health                   | Counselling, Support services                                                                                                                  | information, referrals to other community agencies, counselling, support & assistance to families and children. - The goal is to assist parents solve problems and eliminate the risk of harm to their children                                                     | Adults |  | Communication | KHCAS is excellent at referring to outside agencies and supports                                  | improve relationships between wrap around services                                                                     | Funding                        | all services require more funding to meet increased complex needs of families due to global changes - poverty, addictions, homelessness, cost of living      | need more funding                                                                                                                                                |                                                                                |
| 8 | CMHA                                       | Mental Health                   | Mental Health                                                                                                                                  | 9-8-8 Suicide Crisis Helpline                                                                                                                                                                                                                                       | All    |  | Communication |                                                                                                   | Participants may be able to gain immediate assistance when in crisis                                                   | Little is known about services | Unknown at this time                                                                                                                                         | Participants need device to stay connected                                                                                                                       | Four counties crisis, Ross Memorial hospital                                   |

|    |                                                  |                |                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                 |                   |  |                 |                                                                                                                                                                                                           |                                                                                                                                          |                                |                                                                                                       |                                                                           |                                                                |
|----|--------------------------------------------------|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|--|-----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|-------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|----------------------------------------------------------------|
| 9  | CMHA                                             | Mental Health  | Hospital to Home H2H                                                                                                                                                                                     | Attached to RMH - provides short-term follow up to individuals who visit the hospital emerg. 2 or more times in 30 days for mental health reasons.                                                                                                                                                              | All               |  | Communication   |                                                                                                                                                                                                           | Participants can be assured that services can help them with transition to other mental health services or RMH mental health services    | Staffing Resources             | May help participants to stay where they are housed and not lose their housing                        | Lack of space on RMH mental health floor.                                 | OW, ODSP, John Howard Society, Community mobile outreach       |
| 10 | Canopy Support Services                          | Mental Health  | Counselling, Adult Programs Adults with developmental disabilities, ASD and FASD access to supports, resources and specialized clinical services.                                                        | Goal setting, planning, advocating and exploring available community resources. Regular checkin meetings, financial oversight, submitting service user invoices & expenses. Referral from Ministry of Children, Community & Social Services or be a youth transitioning to adult services with an adult budget. | All               |  | Communication   |                                                                                                                                                                                                           |                                                                                                                                          | Little is known about services | Unknown at this time                                                                                  | Waitlist for services                                                     | Adult Protective Services. Community Living                    |
| 11 | Victim Services                                  | Mental Health  | Counselling,Works in collaboration with emergency services                                                                                                                                               | Provides immediate emotional and practical support to victims of crime and resources to cope with the impact of victimization. In person or by phone                                                                                                                                                            | All               |  | Communication   | Offers 24/7 services for victims of crime                                                                                                                                                                 | Opportunities exist for OW staff to learn more about victim services in regards to Human trafficking                                     | Little is known about services | Unknown                                                                                               | Clients who need services may be transient                                | Lindsay Police Service, OPP, Womens Resources, JHS             |
| 12 | Kawartha Lakes Community Clinic - Ontario Shores | Mental Health  | Counselling,Support for Families                                                                                                                                                                         | Provides services for participants who are diagnosed with psychiatric conditions                                                                                                                                                                                                                                | All               |  | No Relationship | Referrals to Ontario Shores are received from CMHA and other similar agencies                                                                                                                             | Counselling may take place in Kawartha Lakes. Participants may have more support with ODSP application and necessary medical information | Little is known about services | Unknown                                                                                               | Waitlist for services                                                     | CMHA, Ross Memorial Hospital                                   |
| 13 | Kawartha Lakes Community Clinic - Ontario Shores | Mental Health  | Counselling Anxiety, Bipolar Disorder, Borderline Personality Disorder, Concurrent Disorder/Addictions, Depression, Dual Diagnosis, Eating Disorders, Psychosis or Schizophrenia, Trauma, Women's Health | Individual therapy, Group therapy, and or online programming, setting realistic goals, creating a plan that involve dealing with triggers, using healthy coping strategies                                                                                                                                      | All               |  | No Relationship | Assists clients who have been institutionalized and incarcerated                                                                                                                                          | Counselling for participants may take place in Kawartha Lakes                                                                            | Little is known about services | How many participants receive services from Central East Correctional/probation and Parole is unknown | Ontario Shores facility is located outside of Kawartha Lakes, Haliburton. | CMHA, Ross Memorial Hospital, Central East Correctional Centre |
| 14 | One Stop Talk                                    | Mental Health  | Mental Health help for children 0-17                                                                                                                                                                     | online chat or phone 1 hour sessions                                                                                                                                                                                                                                                                            | Children under 17 |  | Communication   | Services available to young members of participants                                                                                                                                                       |                                                                                                                                          | Little is known about services |                                                                                                       | Unknown                                                                   | Youth related organizations, Boys and Girls club, CHIMO        |
| 15 | Womens Resources                                 | Mental Health  | Counselling - Support groups for Children & youth                                                                                                                                                        | Group sessions for children 4-12 yrs old, who have witnessed or experienced abuse in the home, school or community - healthy conflict resolution, emotions management, self regulation & safety                                                                                                                 | Children under 17 |  | Communication   |                                                                                                                                                                                                           |                                                                                                                                          | Little is known about services | Unknown at this time                                                                                  | Supports may not be available when needed by participants                 | CAS, CHIMO, Boys and Girls Club                                |
| 16 | Boys & Girls Club                                | Mental Health  | Counselling, Youth Outreach                                                                                                                                                                              | Assist youth who are experiencing difficulty in coping with various life issues.                                                                                                                                                                                                                                | Youth             |  | Collaboration   | Access to community inclusion, supports those in receipt under 18, centrally located in Lindsay, site is amazing, welcoming, support LGBTQ2S+, provide transportation, meals included in evening programs | Foundation to support subsidies to participate                                                                                           | Funding                        | They don't have government funding to sufficiently support all programs and services                  | Centrally located, programs concentrated in largest urban community       |                                                                |
| 1  | John Howard Society                              | Rehabilitation | Rehabilitation Programs and Services                                                                                                                                                                     | Pre-Charge Division, Community Service Order,Direct Accountability Program, Skills Development Dept. Institutional Services Program, Men's Transitional Housing,Phoenix House Residence, Partner Assault Response, Anger Management, Caring Dads, ReSet Supports                                                | All               |  | Communication   | offers wide range of services                                                                                                                                                                             | OW staff can make referrals to wide range of services at JHS                                                                             | Waitlist for services          | waitlist for services for transitional housing                                                        | unknown                                                                   | CMHA, Ross Memorial Hospital                                   |
| 1  | Humane Society of Kawartha Lakes                 | Resources      | Animal Care                                                                                                                                                                                              | Protection and provision of humane care and treatment of all animals, enforcement of protection laws and public eduction. Also houses stray dogs and cats for up to 3 days before they can be adopted.                                                                                                          | All               |  | No Relationship | SA clients can contact for supports if needed to address crisis situation relating to                                                                                                                     | increase funding for high needs clients with family pets                                                                                 | Staffing Resources             | Accessing space for family pets while addressing homelessness                                         | Accessing housing with animals - resorting to living in a car with pets   |                                                                |
| 1  | CMHA                                             | Special Needs  | Dual Diagnosis Case Management                                                                                                                                                                           | Supports adults living with developmental disability and mental health issues through a Supported Independent Living program                                                                                                                                                                                    | Adults            |  | Communication   | limited contact with this very specific program                                                                                                                                                           | increase sharing of information on the criteria and programming, very successful programs and services                                   | Waitlist for services          | Program works in partnership with CLTH, Housing Services                                              | Lack of available units, waitlist for supports                            |                                                                |
| 2  | Community Living Trent Highlands                 | Special Needs  | Connex - Service for purchase                                                                                                                                                                            | A day program offering participants of all skills and ability levels the opportunity to access social, recreational and leisure activities within a safe staff supported environment.                                                                                                                           | All               |  | Collaboration   |                                                                                                                                                                                                           | Referrals for people in receipt of SA                                                                                                    | Offered in limited communities | Program is delivered in central areas                                                                 |                                                                           |                                                                |
| 3  | Community Living Trent Highlands                 | Special Needs  | Respite Now                                                                                                                                                                                              | Mobile app designed to connect families to respite care providers in CKL, COH Ptbo & Northumberland                                                                                                                                                                                                             | All               |  | Cooperation     |                                                                                                                                                                                                           | Referrals for people in receipt of SA, grandparents/caregivers caring for young children                                                 | Funding                        | Not well known and yet need is high for program, strains on funding to support                        |                                                                           |                                                                |
| 4  | Community Living Trent Highlands                 | Special Needs  | Provides a range of services to people living with a developmental disability and their families                                                                                                         | Offer a number of programs and services - including day programs for people of all ages                                                                                                                                                                                                                         | Children under 17 |  | Convergence     |                                                                                                                                                                                                           | increase sharing of information on the criteria and programming, very successful programs and services                                   | Funding                        | Programs are delivered in central area, transportation costs are high, tight funding                  |                                                                           |                                                                |

|   |                                                    |                          |                                                                                                        |                                                                                                                                                      |                                                                    |  |               |                                                                    |                                                                                                 |                           |                                                                                   |                                                                                     |                                                 |
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| 5 | Community Living Trent Highlands                   | Special Needs            | Family Support                                                                                         | Helps the familites of children and young people who live with a devlopmental disability.                                                            | Children under 17                                                  |  | Convergence   |                                                                    | Funded Program, supports children in receipt of fee subsidy and all children in need of support | Funding                   | Funding limitations as both needs and costs increase                              |                                                                                     |                                                 |
| 1 |                                                    | Accessibility            | The New Canadians Centre provides services and information to refugees, immigrants, and new Canadians. | Provides free and confidential services to immigrants and refugees living in the Peterborough, Kawartha Lakes, Haliburton or Northumberland regions. | All                                                                |  | Cooperation   | Some services are available on line for Refugees and New Canadians | Possible link to English as a Second Language in KL                                             | Increased need of service | Influx of refugees in rural areas may be hindered by transportation to services   | Offering of programs may be sporadic                                                | Educational sectors, OW and ODSP, APCH, VCCS/EO |
|   | New Canadian Centre                                |                          |                                                                                                        |                                                                                                                                                      |                                                                    |  |               |                                                                    |                                                                                                 |                           |                                                                                   |                                                                                     |                                                 |
|   | Five Counties Children's Centre- Haliburton County | Children's special needs | Support children and families                                                                          | To help children reach their full potential. Speaking or walking.                                                                                    |                                                                    |  | Cooperation   | Closer for services need in the Haliburton area                    | Less transportation is require for children attending for treatment                             | Funding                   | Haliburton County is a large area. Transportation may be a issue to receive care. | Demand for service is high. Due to program closing in 2020 and funding is required. | Health Services. Educational sectors.           |
|   |                                                    | Human Connections        | Meet or make friends                                                                                   | To feel a sense of belonging and connection.                                                                                                         | Anyone who feels the need for a sense of belonging and connection. |  | Communication | Closer for services in the Wiberforce area.                        | promotes healthy living skills and adds to clients sense of community inclusion                 | Transportation            | Clients that live just outside of the main area                                   | Need more options then just every other Friday                                      | 0                                               |
|   | The H.C Cafe                                       |                          |                                                                                                        |                                                                                                                                                      |                                                                    |  |               |                                                                    |                                                                                                 |                           |                                                                                   |                                                                                     |                                                 |
|   |                                                    |                          |                                                                                                        |                                                                                                                                                      |                                                                    |  |               |                                                                    |                                                                                                 |                           |                                                                                   |                                                                                     |                                                 |
|   |                                                    |                          |                                                                                                        |                                                                                                                                                      |                                                                    |  |               |                                                                    |                                                                                                 |                           |                                                                                   |                                                                                     |                                                 |
|   |                                                    |                          |                                                                                                        |                                                                                                                                                      |                                                                    |  |               |                                                                    |                                                                                                 |                           |                                                                                   |                                                                                     |                                                 |
|   |                                                    |                          |                                                                                                        |                                                                                                                                                      |                                                                    |  |               |                                                                    |                                                                                                 |                           |                                                                                   |                                                                                     |                                                 |

## Contact Information

Full Name:

Email Address:

CMSM/DSSAB:

|                                     |                                         |
|-------------------------------------|-----------------------------------------|
| Please Select                       | Auto populated. Please Keep Intact!     |
| Algoma District Services Admini     | North Program Office 1 (Northern)       |
| District of Sault Ste Marie Servic  | North Program Office 1 (Northern)       |
| District of Thunder Bay Services    | North Program Office 1 (Northern)       |
| Kenora District Services Board      | North Program Office 1 (Northern)       |
| Rainy River District Social Servic  | North Program Office 1 (Northern)       |
| City of Greater Sudbury             | North Program Office 2 (North East)     |
| District Municipality of Muskoka    | North Program Office 2 (North East)     |
| District of Cochrane Social Servi   | North Program Office 2 (North East)     |
| District of Nipissing Social Servic | North Program Office 2 (North East)     |
| District of Parry Sound Social Se   | North Program Office 2 (North East)     |
| District of Timiskaming Social Se   | North Program Office 2 (North East)     |
| County of Wellington                | Central Program Office 1 (Central East) |
| County of Dufferin                  | Central Program Office 1 (Central East) |
| County of Simcoe                    | Central Program Office 1 (Central East) |
| Regional Municipality of York       | Central Program Office 1 (Central East) |
| Regional Municipality of Halton     | Central Program Office 2 (Central West) |
| Regional Municipality of Peel       | Central Program Office 2 (Central West) |
| Regional Municipality of Waterlo    | Central Program Office 2 (Central West) |
| City of Cornwall                    | East Program Office 1 (Eastern)         |
| County of Lanark                    | East Program Office 1 (Eastern)         |
| United Counties of Leeds & Grei     | East Program Office 1 (Eastern)         |
| County of Renfrew                   | East Program Office 1 (Eastern)         |
| City of Ottawa                      | East Program Office 1 (Eastern)         |
| United Counties of Prescott & R     | East Program Office 1 (Eastern)         |
| City of Kawartha Lakes              | East Program Office 2 (South East)      |
| City of Peterborough                | East Program Office 2 (South East)      |
| County of Northumberland            | East Program Office 2 (South East)      |
| Regional Municipality of Durhan     | East Program Office 2 (South East)      |
| City of Kingston                    | East Program Office 2 (South East)      |
| County of Hastings                  | East Program Office 2 (South East)      |
| County of Lennox and Addington      | East Program Office 2 (South East)      |
| City of London                      | West Program Office 1 (South West)      |



|                                  |                                          |
|----------------------------------|------------------------------------------|
| City of St Thomas                | West Program Office 1 (South West)       |
| City of Stratford                | West Program Office 1 (South West)       |
| City of Windsor                  | West Program Office 1 (South West)       |
| County of Bruce                  | West Program Office 1 (South West)       |
| County of Grey                   | West Program Office 1 (South West)       |
| County of Lambton                | West Program Office 1 (South West)       |
| Municipality of Chatham-Kent     | West Program Office 1 (South West)       |
| County of Huron                  | West Program Office 1 (South West)       |
| City of Brantford                | West Program Office 2 (Hamilton Niagara) |
| City of Hamilton                 | West Program Office 2 (Hamilton Niagara) |
| Norfolk County                   | West Program Office 2 (Hamilton Niagara) |
| Regional Municipality of Niagara | West Program Office 2 (Hamilton Niagara) |
| County of Oxford                 | West Program Office 2 (Hamilton Niagara) |
| City of Toronto                  | Toronto                                  |

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|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|---|--------------------------------------------------------------|---|---|---|----------------------------------------------------------------------------------------------------------------|---|---|---|---|
|    | A                                                                                                                                                                                                                                                                                                         | B | C | D | E                                                            | F | G | H | I                                                                                                              | J | K | L | M |
| 1  | Performance Outcomes Risk Assessment                                                                                                                                                                                                                                                                      |   |   |   |                                                              |   |   |   |                                                                                                                |   |   |   |   |
| 2  |                                                                                                                                                                                                                                                                                                           |   |   |   |                                                              |   |   |   |                                                                                                                |   |   |   |   |
| 3  | <ul style="list-style-type: none"><li>The objective of the Performance Outcomes Risk Assessment Template is to provide Social Assistance (SA) service delivery sites with a systematic approach through consistent structures and processes for proactively managing performance outcome risks.</li></ul> |   |   |   |                                                              |   |   |   |                                                                                                                |   |   |   |   |
| 4  |                                                                                                                                                                                                                                                                                                           |   |   |   |                                                              |   |   |   |                                                                                                                |   |   |   |   |
| 5  | <ul style="list-style-type: none"><li>Provides SA delivery sites and the ministry a platform for collective monitoring of mitigation strategies to manage areas of high risks related to client success.</li></ul>                                                                                        |   |   |   |                                                              |   |   |   |                                                                                                                |   |   |   |   |
| 6  |                                                                                                                                                                                                                                                                                                           |   |   |   |                                                              |   |   |   |                                                                                                                |   |   |   |   |
| 7  | <ul style="list-style-type: none"><li>This template is to be used by SA delivery sites to identify, assess, document and mitigate performance outcomes risks as well as report back on high risks.</li></ul>                                                                                              |   |   |   |                                                              |   |   |   |                                                                                                                |   |   |   |   |
| 8  |                                                                                                                                                                                                                                                                                                           |   |   |   |                                                              |   |   |   |                                                                                                                |   |   |   |   |
| 9  | The Performance Outcomes Risk Management Process                                                                                                                                                                                                                                                          |   |   |   |                                                              |   |   |   |                                                                                                                |   |   |   |   |
| 10 |                                                                                                                                                                                                                                                                                                           |   |   |   |                                                              |   |   |   |                                                                                                                |   |   |   |   |
| 11 | <b>Service Planning</b>                                                                                                                                                                                                                                                                                   |   |   |   | <b>Review and Analysis</b>                                   |   |   |   | <b>Monitoring</b>                                                                                              |   |   |   |   |
| 12 | 1. Ministry provides template via TPON.                                                                                                                                                                                                                                                                   |   |   |   | The Ministry:                                                |   |   |   | 1. Ministry develops and provides sites with questions to be used for testing high risk mitigation strategies. |   |   |   |   |
| 13 | 2. SA delivery site completes template as per Instructions tab.                                                                                                                                                                                                                                           |   |   |   | 1. Receives completed templates from service delivery sites. |   |   |   | 2. SA delivery sites test mitigation strategies to ensure they are working and submit results to ministry.     |   |   |   |   |
| 14 | 3. SA delivery site leverages and includes high risks in the service planning Logic Model.                                                                                                                                                                                                                |   |   |   | 2. Consolidates and analyzes data.                           |   |   |   | 3. Ministry summarizes results and shares with SA delivery sites for future reference/best practices.          |   |   |   |   |
| 15 | 4. SA delivery site uploads completed template to TPON along with rest of service contract package.                                                                                                                                                                                                       |   |   |   | 3. Identifies areas for testing.                             |   |   |   | 4. As needed, ministry works with SA delivery sites to discuss and agree on a plan of action or next steps.    |   |   |   |   |
| 16 |                                                                                                                                                                                                                                                                                                           |   |   |   |                                                              |   |   |   |                                                                                                                |   |   |   |   |
| 17 |                                                                                                                                                                                                                                                                                                           |   |   |   |                                                              |   |   |   |                                                                                                                |   |   |   |   |
| 18 |                                                                                                                                                                                                                                                                                                           |   |   |   |                                                              |   |   |   |                                                                                                                |   |   |   |   |
| 19 |                                                                                                                                                                                                                                                                                                           |   |   |   |                                                              |   |   |   |                                                                                                                |   |   |   |   |
| 20 |                                                                                                                                                                                                                                                                                                           |   |   |   |                                                              |   |   |   |                                                                                                                |   |   |   |   |
| 21 |                                                                                                                                                                                                                                                                                                           |   |   |   |                                                              |   |   |   |                                                                                                                |   |   |   |   |
| 22 |                                                                                                                                                                                                                                                                                                           |   |   |   |                                                              |   |   |   |                                                                                                                |   |   |   |   |
| 23 | Refer to the Instructions tab for a step-by-step on completing tabs 1 and 2                                                                                                                                                                                                                               |   |   |   |                                                              |   |   |   |                                                                                                                |   |   |   |   |

| Risk Assessment Tab           |                                                                                                                                                                                                                                                                                                                                                                         |
|-------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Columns                       | Prepopulated Risk Descriptions                                                                                                                                                                                                                                                                                                                                          |
| <b>A</b>                      | List of interim outcomes reflecting shift to MLITSD.                                                                                                                                                                                                                                                                                                                    |
| <b>B</b>                      | The Risk Tracking Number for each of the Risk Descriptions.                                                                                                                                                                                                                                                                                                             |
| Columns                       | Instructions                                                                                                                                                                                                                                                                                                                                                            |
| <b>C</b>                      | Review the prepopulated performance outcome risk descriptions.                                                                                                                                                                                                                                                                                                          |
| <b>D</b>                      | Use the drop down menu to select and assign a value from 1 to 5 for the 'Likelihood' of each risk occurring.                                                                                                                                                                                                                                                            |
| <b>E</b>                      | Use the drop down menu to select and assign a value from 1 to 5 for the possible 'Impact' if the risk occurred.                                                                                                                                                                                                                                                         |
| <b>F</b>                      | The template will automatically calculate the risk 'Priority Rating' and colour code it as Low, Medium, Medium-High or High.                                                                                                                                                                                                                                            |
| <b>G</b>                      | The template will automatically calculate the 'Inherent Risk Level' to indicate if it is Low, Medium, Medium-High or High.                                                                                                                                                                                                                                              |
| Mitigation for High Risks Tab |                                                                                                                                                                                                                                                                                                                                                                         |
| Columns                       | Instructions                                                                                                                                                                                                                                                                                                                                                            |
| <b>A</b>                      | The Risk Tracking Numbers for each of the Risk Descriptions are prepopulated.                                                                                                                                                                                                                                                                                           |
| <b>B</b>                      | The list of Risk Descriptions associated with each of the performance outcomes are prepopulated.                                                                                                                                                                                                                                                                        |
| <b>C</b>                      | The template will automatically carry over the 'Inherent Risk Level' calculated from the Risk Assessment tab, but it will only colour code the "High" risks to make them easy to distinguish.                                                                                                                                                                           |
| <b>D</b>                      | Only for the risks ranked 'High', enter the name of the "Risk Owner", the person assigned to determine how to mitigate a specific risk, take appropriate action and monitor the risk.                                                                                                                                                                                   |
| <b>E</b>                      | Only for the risks ranked 'High', document if there are existing controls and processes in place to mitigate the risk.                                                                                                                                                                                                                                                  |
| <b>F</b>                      | If there are no existing controls or if the current controls are not sufficient, the risk owner develops and enters mitigation strategies only for the risks ranked 'High'. Mitigation strategies should be SMART (Specific, Measurable, Achievable, Realistic, and Time-bound) and at a high level, detail how they will reduce the likelihood and impact of the risk. |

**Assessment Criteria within tab 3 provides the OPS Risk Assessment Methodology Placemat**

| Inherent Performance Outcomes Risk Assessment<br>(Assess the natural level of performance outcomes risk built-into the system, process or activity) |                                                                                                                               |                      |                                                                                                                                 |                                                                                             |                                                                                        |                                       |                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|----------------------|---------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|---------------------------------------|---------------------|
| A                                                                                                                                                   |                                                                                                                               | B                    | C                                                                                                                               | D                                                                                           | E                                                                                      | F                                     | G                   |
|                                                                                                                                                     | Interim outcomes reflecting shift to MLITSD                                                                                   | Risk tracking number | Risk descriptions have been pre-populated for consistency.                                                                      | Risk Likelihood:<br>1. Rare<br>2. Unlikely<br>3. Possibly<br>4. Likely<br>5. Almost certain | Risk Impact:<br>1. Insignificant<br>2. Minor<br>3. Moderate<br>4. Major<br>5. Critical | Risk Rating = Likelihood X Impact     |                     |
|                                                                                                                                                     |                                                                                                                               |                      |                                                                                                                                 |                                                                                             |                                                                                        | Level                                 | Score               |
|                                                                                                                                                     |                                                                                                                               |                      |                                                                                                                                 |                                                                                             |                                                                                        | High                                  | 20+                 |
|                                                                                                                                                     |                                                                                                                               |                      |                                                                                                                                 |                                                                                             |                                                                                        | Medium - High                         | 11 to 19            |
|                                                                                                                                                     |                                                                                                                               |                      |                                                                                                                                 |                                                                                             |                                                                                        | Medium                                | 5 to 10             |
|                                                                                                                                                     |                                                                                                                               |                      |                                                                                                                                 |                                                                                             |                                                                                        | Low                                   | 1 to 4              |
|                                                                                                                                                     | Performance Outcome                                                                                                           | Risk Number          | Risk Descriptions                                                                                                               | Likelihood (1 to 5)                                                                         | Impact (1 to 5)                                                                        | Priority Rating (Likelihood x Impact) | Inherent Risk Level |
|                                                                                                                                                     | 1.0 Ontario Works adults and ODSP non-disabled adults with participation requirements have an Action Plan                     | 1.1                  | Policies and procedures in place to create an action plan with a client not easily understood by staff.                         | 1                                                                                           | 1                                                                                      | 1                                     | Low                 |
|                                                                                                                                                     |                                                                                                                               | 1.2                  | SA staff and clients are not aligned with the goals/support services that will support the client towards employment readiness. | 1                                                                                           | 4                                                                                      | 4                                     | Low                 |
|                                                                                                                                                     |                                                                                                                               | 1.3                  | Action plan discussion (i.e. goals/support services) is not easily understood by clients.                                       | 2                                                                                           | 1                                                                                      | 2                                     | Low                 |
|                                                                                                                                                     | 2.0 Ontario Works adults and ODSP non-disabled adults with participation requirements are referred to Employment Ontario (EO) | 2.1                  | Inconsistent understanding between SA staff and client on their readiness to be referred to Employment Ontario.                 | 3                                                                                           | 1                                                                                      | 3                                     | Low                 |
|                                                                                                                                                     |                                                                                                                               | 2.2                  | Determination of client's readiness for employment services by SA staff differs from SSM's assessment.                          | 1                                                                                           | 1                                                                                      | 1                                     | Low                 |
|                                                                                                                                                     |                                                                                                                               | 2.3                  | Client's barriers/needs have not been addressed prior to referral to Employment Ontario.                                        | 5                                                                                           | 1                                                                                      | 5                                     | Medium              |
|                                                                                                                                                     | Ontario Works Adults and NDA with participation requirements have an Action Plan                                              | 2.4                  | Clients may agree to Action Plan goals and activities as they know it's how they get to receive funds                           | 4                                                                                           | 1                                                                                      | 4                                     | Low                 |
|                                                                                                                                                     | Ontario Works adults and NDA with participation requirements are referred to EO                                               | 2.6                  | Referrals take considerable time to be made.                                                                                    | 4                                                                                           | 5                                                                                      | 20                                    | High                |
|                                                                                                                                                     | Ontario Works adults and NDA with participation requirements are referred to EO                                               | 2.7                  | Community Resources and Supports are not sufficient to effectively meet the needs of people served to support referrals to EO   | 5                                                                                           | 4                                                                                      | 20                                    | High                |
|                                                                                                                                                     | Ontario Works adults and NDA with participation requirements are referred to EO                                               | 2.8                  | Referral Return rates from EO due to lack of contact higher than expected average                                               | 3                                                                                           | 4                                                                                      | 12                                    | Medium High         |
|                                                                                                                                                     | Ontario Works adults and NDA with participation requirements are referred to EO                                               | 2.9                  | SSM process to receive benefits isn't timely, efficient, supportive, responsive, streamlined to support clients referred to EO  | 5                                                                                           | 5                                                                                      | 25                                    | High                |

## Highest Inherent Risks

### Develop Mitigation Strategies for 'High' risks from the Risk Assessment (Tab 1)


| A           | B                                                                                                                               | C                           | D                       | E                                                                                                                                                                                                                                                                                      | F                                                                                                                                                                                                                                                                            |
|-------------|---------------------------------------------------------------------------------------------------------------------------------|-----------------------------|-------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Risk Number | Risk Descriptions                                                                                                               | Inherent Risk Level (Tab 1) | Risk Owner              | Description of Controls/Processes Already in Place or None ?                                                                                                                                                                                                                           | If nothing in place, develop a mitigation plan and provide details including dates:                                                                                                                                                                                          |
| 1.1         | Policies and procedures in place to create an action plan with a client not easily understood by staff.                         | Low                         | Management              |                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                              |
| 1.2         | SA staff and clients are not aligned with the goals/support services that will support the client towards employment readiness. | Low                         | Management              |                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                              |
| 1.3         | Action plan discussion (i.e. goals/support services) is not easily understood by clients.                                       | Low                         | Management              |                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                              |
| 2.1         | Inconsistent understanding between SA staff and client on their readiness to be referred to Employment Ontario.                 | Low                         | Management              |                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                              |
| 2.2         | Determination of client's readiness for employment services by SA staff differs from SSM's assessment.                          | Low                         | Management              |                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                              |
| 2.3         | Client's barriers/needs have not been addressed prior to referral to Employment Ontario.                                        | Medium                      | Client Services Workers | Staff connect with EO office in advance of any referral that may be considered multi-barriered however the person is supportive of the referral. Action Plans may be updated and adjusted at any time should a person's readiness or capacity to meet shorter term goals are affected. |                                                                                                                                                                                                                                                                              |
| 2.4         | Clients may agree to Action Plan goals and activities as they know it's how they get to receive funds                           | Low                         | Client Services Workers |                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                              |
| 2.5         | Referrals take considerable time to be made.                                                                                    | High                        | Client Services Workers | People served are multi-barriered, people on caseload are high acuity and need significant time before referrals can reasonably be made.                                                                                                                                               | Calendar system - discussion, book appointments by our CSW, better to get process in place to work, this is a mitigation as system in place isn't followed, issue is with SSM and EO                                                                                         |
|             | Referral Return rates from EO due to lack of contact higher than expected average                                               | Medium-High                 | Service System Manager  | Process set up for SSM to connect with CSW after three attempts and there is no contact<br><br>CSW connects in advance with EO about any person who has multiple barriers                                                                                                              | Monthly meetings have been set up with the EO provider to address lack of contact from EO staff to CSW's for lack of contact - we have not been contacted prior to returning referral<br>Calendar process to be developed, implemented and reviewed by end of third quarter. |
| 2.7         | SSM process to receive benefits isn't timely, efficient, supportive, responsive, streamlined to support clients referred to EO  | High                        | Service System Manager  | Coordination of benefits with EO Partner whenever possible - Staff referring to the EAP notes                                                                                                                                                                                          | small amount of funding OEEAAB                                                                                                                                                                                                                                               |
|             | Community Resources and Supports are not sufficient to effectively meet the needs of people served to support referrals to EO   | High                        | Community               |                                                                                                                                                                                                                                                                                        | CCRC support, under stability support, sit on committees, CSWB, meet and communicate needs and gaps, keep our resources update in SP, share info about services Pull and Push, CSW's have own systems for knowing services, change in interview rooms                        |

**What is a risk?**

Risk is the effect of uncertainty on objectives. It can be characterized as either a potential negative (threat) or positive (opportunity) consequence or event that deviates from an expected outcome.

| Likelihood*                                                                                     |       |                                                                                                                                                                                                                                     |             |
|-------------------------------------------------------------------------------------------------|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| Assessment                                                                                      | Level | Description                                                                                                                                                                                                                         | Probability |
| Rare                                                                                            | 1     | Risk event is very unlikely to occur in most circumstances.                                                                                                                                                                         | <10%        |
| Unlikely                                                                                        | 2     | Risk event is unlikely to occur in normal circumstances.                                                                                                                                                                            | 11% - 30%   |
| Possible                                                                                        | 3     | Risk event may occur in certain circumstances.                                                                                                                                                                                      | 31% - 50%   |
| Likely                                                                                          | 4     | Risk event is likely to occur in most circumstances.                                                                                                                                                                                | 51% - 90%   |
| Almost Certain                                                                                  | 5     | Risk event will occur in normal circumstances.                                                                                                                                                                                      | >91%        |
| * Likelihood should consider the appropriate timeframe for the objectives and related products. |       |                                                                                                                                                                                                                                     |             |
| Impact                                                                                          |       |                                                                                                                                                                                                                                     |             |
| Assessment                                                                                      | Level | Description                                                                                                                                                                                                                         |             |
| Insignificant                                                                                   | 1     | A risk event that, if it occurs, will have a little or no impact on achieving outcome objectives.                                                                                                                                   |             |
| Minor                                                                                           | 2     | A risk event that, if it occurs, will have negligible/inconsequential impact on achieving desired results, to the extent that one or more stated outcome objectives will fall below goals but well above minimum acceptable levels. |             |
| Moderate                                                                                        | 3     | A risk event that, if it occurs, will have limited impact on achieving desired results, to the extent that one or more stated outcome objectives will fall well below goals but above minimum acceptable levels.                    |             |
| Major                                                                                           | 4     | A risk event that, if it occurs, will have an extensive impact on achieving desired results, to the extent that one or more stated outcome objectives will fall below acceptable levels.                                            |             |
| Critical                                                                                        | 5     | A risk event that, if it occurs, will have an excessive impact on achieving desired results, to the extent that one or more stated outcome objectives will not be achieved.                                                         |             |

| Heat Map   |   |   |   |   |   |
|------------|---|---|---|---|---|
| Likelihood | 5 |   |   |   |   |
|            | 4 |   |   |   |   |
|            | 3 |   |   |   |   |
|            | 2 |   |   |   |   |
|            | 1 |   |   |   |   |
|            |   | 1 | 2 | 3 | 4 |
| Impact     |   |   |   |   |   |

| Risk Rating = Likelihood x Impact                                                                                                                                                                       |       |                                                                                                                                                                                                |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Level                                                                                                                                                                                                   | Score | Recommended Response                                                                                                                                                                           |
| High                                                                                                                                                                                                    | 20-25 | Risk management requires <b>significant</b> senior executive/board decision makers attention. Mitigating actions should be tracked and monitored frequently and reported to senior leadership. |
| Medium - High                                                                                                                                                                                           | 11-19 | Risk management requires ministry senior leadership attention. Mitigating actions should be tracked, monitored and reported to senior leadership.                                              |
| Medium                                                                                                                                                                                                  | 5-10  | Risk can be managed by risk owner(s). Controls should be reviewed to determine whether additional action should be taken.                                                                      |
| Low                                                                                                                                                                                                     | 1-4   | Risk can be managed using controls already in place. No mitigation efforts required.                                                                                                           |
|  Risks levels above are rated on a <b>residual basis</b> (i.e. factoring in all existing controls already in place). |       |                                                                                                                                                                                                |

Contact Information


Full Name:

Email Address:

CMSM/DSSAB: 

Please Select

| Please Select                     | Auto populated, Please Keep Intact!      |
|-----------------------------------|------------------------------------------|
| Algoma District Services Adm      | North Program Office 1 (Northern)        |
| District of Sault Ste Marie Ser   | North Program Office 1 (Northern)        |
| District of Thunder Bay Servic    | North Program Office 1 (Northern)        |
| Kenora District Services Boar     | North Program Office 1 (Northern)        |
| Rainy River District Social Ser   | North Program Office 1 (Northern)        |
| City of Greater Sudbury           | North Program Office 2 (North East)      |
| District Municipality of Muske    | North Program Office 2 (North East)      |
| District of Cochrane Social Se    | North Program Office 2 (North East)      |
| District of Nipissing Social Ser  | North Program Office 2 (North East)      |
| District of Parry Sound Social    | North Program Office 2 (North East)      |
| District of Timiskaming Social    | North Program Office 2 (North East)      |
| County of Wellington              | Central Program Office 1 (Central East)  |
| County of Dufferin                | Central Program Office 1 (Central East)  |
| County of Simcoe                  | Central Program Office 1 (Central East)  |
| Regional Municipality of York     | Central Program Office 1 (Central East)  |
| Regional Municipality of Halton   | Central Program Office 2 (Central West)  |
| Regional Municipality of Peel     | Central Program Office 2 (Central West)  |
| Regional Municipality of Waterloo | Central Program Office 2 (Central West)  |
| City of Cornwall                  | East Program Office 1 (Eastern)          |
| County of Lanark                  | East Program Office 1 (Eastern)          |
| United Counties of Leeds & G      | East Program Office 1 (Eastern)          |
| County of Renfrew                 | East Program Office 1 (Eastern)          |
| City of Ottawa                    | East Program Office 1 (Eastern)          |
| United Counties of Prescott &     | East Program Office 1 (Eastern)          |
| City of Kawartha Lakes            | East Program Office 2 (South East)       |
| City of Peterborough              | East Program Office 2 (South East)       |
| County of Northumberland          | East Program Office 2 (South East)       |
| Regional Municipality of Durham   | East Program Office 2 (South East)       |
| City of Kingston                  | East Program Office 2 (South East)       |
| County of Hastings                | East Program Office 2 (South East)       |
| County of Lennox and Addington    | East Program Office 2 (South East)       |
| City of London                    | West Program Office 1 (South West)       |
| City of St Thomas                 | West Program Office 1 (South West)       |
| City of Stratford                 | West Program Office 1 (South West)       |
| City of Windsor                   | West Program Office 1 (South West)       |
| County of Bruce                   | West Program Office 1 (South West)       |
| County of Grey                    | West Program Office 1 (South West)       |
| County of Lambton                 | West Program Office 1 (South West)       |
| Municipality of Chatham-Kent      | West Program Office 1 (South West)       |
| County of Huron                   | West Program Office 1 (South West)       |
| City of Brantford                 | West Program Office 2 (Hamilton Niagara) |
| City of Hamilton                  | West Program Office 2 (Hamilton Niagara) |
| Norfolk County                    | West Program Office 2 (Hamilton Niagara) |
| Regional Municipality of Niagara  | West Program Office 2 (Hamilton Niagara) |
| County of Oxford                  | West Program Office 2 (Hamilton Niagara) |
| City of Toronto                   | Toronto                                  |

|    | A                                                                                                                                                                                                                                                                                                                                                                                                                                      | B | C | D | E                                                                                                                                                                                                       | F | G | H | I                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | J | K | L | M |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|---|---|
| 1  | Ontario Works Privacy Risk Assessment                                                                                                                                                                                                                                                                                                                                                                                                  |   |   |   |                                                                                                                                                                                                         |   |   |   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |   |   |   |   |
| 2  |                                                                                                                                                                                                                                                                                                                                                                                                                                        |   |   |   |                                                                                                                                                                                                         |   |   |   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |   |   |   |   |
| 3  | <ul style="list-style-type: none"><li>• The objective of the Ontario Works Privacy Risk Assessment Template is to provide Social Assistance (SA) service delivery sites with a systematic approach through consistent structures and processes for proactively managing privacy risks.</li></ul>                                                                                                                                       |   |   |   |                                                                                                                                                                                                         |   |   |   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |   |   |   |   |
| 4  |                                                                                                                                                                                                                                                                                                                                                                                                                                        |   |   |   |                                                                                                                                                                                                         |   |   |   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |   |   |   |   |
| 5  | <ul style="list-style-type: none"><li>• Ensuring that SA delivery sites and the ministry have a clear understanding and line of sight on privacy risks across social assistance programs will enable stronger privacy risk management across the social assistance sector.</li></ul>                                                                                                                                                   |   |   |   |                                                                                                                                                                                                         |   |   |   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |   |   |   |   |
| 6  |                                                                                                                                                                                                                                                                                                                                                                                                                                        |   |   |   |                                                                                                                                                                                                         |   |   |   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |   |   |   |   |
| 7  | <ul style="list-style-type: none"><li>• This template is to be used by SA delivery sites to identify, assess, document and mitigate privacy risks and to report high risks and mitigations to the ministry.</li></ul>                                                                                                                                                                                                                  |   |   |   |                                                                                                                                                                                                         |   |   |   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |   |   |   |   |
| 8  |                                                                                                                                                                                                                                                                                                                                                                                                                                        |   |   |   |                                                                                                                                                                                                         |   |   |   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |   |   |   |   |
| 9  | The Privacy Risk Management Process                                                                                                                                                                                                                                                                                                                                                                                                    |   |   |   |                                                                                                                                                                                                         |   |   |   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |   |   |   |   |
| 10 |                                                                                                                                                                                                                                                                                                                                                                                                                                        |   |   |   |                                                                                                                                                                                                         |   |   |   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |   |   |   |   |
| 11 | <b>Service Planning</b>                                                                                                                                                                                                                                                                                                                                                                                                                |   |   |   | <b>Review and Analysis</b>                                                                                                                                                                              |   |   |   | <b>Monitoring</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |   |   |   |   |
| 12 |  <div>1. Ministry provides template via TPON.</div> <div>2. SA delivery site completes template as per Instructions tab.</div> <div>3. SA delivery site leverages and includes high risks in the service planning Logic Model.</div> <div>4. SA delivery site uploads completed template to TPON along with rest of service contract package.</div> |   |   |   | <div>The Ministry:</div> <div>1. Receives completed templates from service delivery sites.</div> <div>2. Consolidates and analyzes data.</div> <div>3. Identifies areas for privacy risk testing.</div> |   |   |   | <div>1. Ministry develops and provides sites with questions to be used for testing high risk mitigation strategies.</div> <div>2. SA delivery sites test mitigation strategies to ensure they are working and submit results to ministry.</div> <div>3. Ministry summarizes results and shares with SA delivery sites for future reference/best practices.</div> <div>4. As needed, ministry works with SA delivery sites to discuss and agree on a plan of action or next steps.</div> |   |   |   |   |
| 13 |                                                                                                                                                                                                                                                                                                                                                                                                                                        |   |   |   |                                                                                                                                                                                                         |   |   |   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |   |   |   |   |
| 14 |                                                                                                                                                                                                                                                                                                                                                                                                                                        |   |   |   |                                                                                                                                                                                                         |   |   |   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |   |   |   |   |
| 15 |                                                                                                                                                                                                                                                                                                                                                                                                                                        |   |   |   |                                                                                                                                                                                                         |   |   |   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |   |   |   |   |
| 16 |                                                                                                                                                                                                                                                                                                                                                                                                                                        |   |   |   |                                                                                                                                                                                                         |   |   |   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |   |   |   |   |
| 17 |                                                                                                                                                                                                                                                                                                                                                                                                                                        |   |   |   |                                                                                                                                                                                                         |   |   |   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |   |   |   |   |
| 18 |                                                                                                                                                                                                                                                                                                                                                                                                                                        |   |   |   |                                                                                                                                                                                                         |   |   |   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |   |   |   |   |
| 19 |                                                                                                                                                                                                                                                                                                                                                                                                                                        |   |   |   |                                                                                                                                                                                                         |   |   |   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |   |   |   |   |
| 20 |                                                                                                                                                                                                                                                                                                                                                                                                                                        |   |   |   |                                                                                                                                                                                                         |   |   |   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |   |   |   |   |
| 21 |                                                                                                                                                                                                                                                                                                                                                                                                                                        |   |   |   |                                                                                                                                                                                                         |   |   |   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |   |   |   |   |
| 22 |                                                                                                                                                                                                                                                                                                                                                                                                                                        |   |   |   |                                                                                                                                                                                                         |   |   |   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |   |   |   |   |
| 23 | Refer to the "0. Instructions" tab for step-by-step instructions on completing tabs 1 and 2                                                                                                                                                                                                                                                                                                                                            |   |   |   |                                                                                                                                                                                                         |   |   |   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |   |   |   |   |



| Risk Assessment Tab           |                                                                                                                                                                                                                                                                                                                                                                         |
|-------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Columns                       | Prepopulated Risk Descriptions                                                                                                                                                                                                                                                                                                                                          |
| <b>A</b>                      | List of Core Privacy Principles based on CSA and GAPP principles.                                                                                                                                                                                                                                                                                                       |
| <b>B</b>                      | List of Objectives for each of the Core Privacy Principles.                                                                                                                                                                                                                                                                                                             |
| <b>C</b>                      | The Risk Tracking Number for each of the Risk Descriptions.                                                                                                                                                                                                                                                                                                             |
| <b>D</b>                      | List of Risk Descriptions associated with each Core Privacy Principle Objective.                                                                                                                                                                                                                                                                                        |
| Columns                       | Instructions                                                                                                                                                                                                                                                                                                                                                            |
| <b>A+B+C+D</b>                | Review the prepopulated privacy principles, objectives and risk descriptions.                                                                                                                                                                                                                                                                                           |
| <b>E</b>                      | Use the drop down menu to select and assign a value from 1 to 5 for the 'Likelihood' of each risk occurring.                                                                                                                                                                                                                                                            |
| <b>F</b>                      | Use the drop down menu to select and assign a value from 1 to 5 for the possible 'Impact' if the risk occurred.                                                                                                                                                                                                                                                         |
| <b>G</b>                      | The template will automatically calculate the risk 'Priority Rating' and colour code it as Low, Medium, Medium-High or High.                                                                                                                                                                                                                                            |
| <b>H</b>                      | The template will automatically calculate the 'Inherent Risk Level' to indicate if it is Low, Medium, Medium-High or High.                                                                                                                                                                                                                                              |
| Mitigation for High Risks Tab |                                                                                                                                                                                                                                                                                                                                                                         |
| Columns                       | Instructions                                                                                                                                                                                                                                                                                                                                                            |
| <b>A</b>                      | The Risk Tracking Numbers for each of the Risk Descriptions are prepopulated.                                                                                                                                                                                                                                                                                           |
| <b>B</b>                      | The list of Risk Descriptions associated with each of the Core Privacy Principle Objectives are prepopulated.                                                                                                                                                                                                                                                           |
| <b>C</b>                      | The template will automatically carry over the 'Inherent Risk Level' calculated from the Risk Assessment tab, but it will only colour code the "High" risks to make them easy to distinguish.                                                                                                                                                                           |
| <b>D</b>                      | Only for the risks ranked 'High', enter the name of the "Risk Owner", the person assigned to determine how to mitigate a specific risk, take appropriate action and monitor the risk.                                                                                                                                                                                   |
| <b>E</b>                      | Only for the risks ranked 'High', document if there are existing controls and processes in place to mitigate the risk.                                                                                                                                                                                                                                                  |
| <b>F</b>                      | If there are no existing controls or if the current controls are not sufficient, the risk owner develops and enters mitigation strategies only for the risks ranked 'High'. Mitigation strategies should be SMART (Specific, Measurable, Achievable, Realistic, and Time-bound) and at a high level, detail how they will reduce the likelihood and impact of the risk. |

**Assessment Criteria within tab 3 provide the OPS Risk Assessment Methodology Placemat**

| Inherent Privacy Risk Assessment<br>(Assess the natural level of privacy risk built-into the system, process or activity) |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                      |                                                                                                            |                                                                                             |                                                                                        |                                       |                     |
|---------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|---------------------------------------|---------------------|
| A                                                                                                                         | B                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | C                    | D                                                                                                          | E                                                                                           | F                                                                                      | G                                     | H                   |
| (Based on CSA and GAPP principles)                                                                                        | Each privacy principle has a set of established objectives.                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Risk tracking number | Risk descriptions have been pre-populated for consistency.                                                 | Risk Likelihood:<br>1. Rare<br>2. Unlikely<br>3. Possibly<br>4. Likely<br>5. Almost certain | Risk Impact:<br>1. Insignificant<br>2. Minor<br>3. Moderate<br>4. Major<br>5. Critical | Risk Rating = Likelihood x Impact     |                     |
|                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                      |                                                                                                            |                                                                                             |                                                                                        | Level                                 | Score               |
|                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                      |                                                                                                            |                                                                                             |                                                                                        | High                                  | 20+                 |
|                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                      |                                                                                                            |                                                                                             |                                                                                        | Medium-High                           | 11 to 19            |
|                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                      |                                                                                                            |                                                                                             |                                                                                        | Medium                                | 5 to 10             |
|                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                      |                                                                                                            |                                                                                             |                                                                                        | Low                                   | 1 to 4              |
| Core Privacy Principles                                                                                                   | Privacy Principle Objectives                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Risk Numbers         | Risk Descriptions                                                                                          | Likelihood (1 to 5)                                                                         | Impact (1 to 5)                                                                        | Priority Rating (Likelihood x Impact) | Inherent Risk Level |
| Accountability and Privacy Management                                                                                     | 1.1 The organization defines and documents its privacy policies with respect to notice; choice and consent; collection; use, retention and disposal; access; disclosure to third parties; security for privacy; quality; and monitoring and enforcement.                                                                                                                                                                                                                                                                      | 1.1.1                | Social Assistance privacy practices not being defined and documented.                                      | 1                                                                                           | 4                                                                                      | 4                                     | Low                 |
|                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 1.1.2                | SA staff not understanding privacy practices.                                                              | 1                                                                                           | 3                                                                                      | 3                                     | Low                 |
|                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 1.1.3                | SA staff not adhering to privacy practices.                                                                | 1                                                                                           | 4                                                                                      | 4                                     | Low                 |
|                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 1.1.4                | SA management not monitoring and enforcing privacy practices.                                              | 1                                                                                           | 4                                                                                      | 4                                     | Low                 |
|                                                                                                                           | 1.2 Privacy policies and the consequences of noncompliance with such policies are communicated at least annually to the organization's internal personnel responsible for collecting, using, retaining, and disclosing personal information. Changes in privacy policies are communicated to such personnel shortly after the changes are approved.                                                                                                                                                                           | 1.2.1                | SA staff are not aware of consequences of noncompliance to privacy policies.                               | 1                                                                                           | 5                                                                                      | 5                                     | Medium              |
|                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 1.2.2                | Changes to privacy policies not being communicated in a timely manner.                                     | 1                                                                                           | 1                                                                                      | 1                                     | Low                 |
|                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 1.2.3                | Changes to privacy policies not being understood by SA staff.                                              | 1                                                                                           | 1                                                                                      | 1                                     | Low                 |
|                                                                                                                           | 1.3 Privacy policies, procedures and changes are reviewed and approved by management.                                                                                                                                                                                                                                                                                                                                                                                                                                         | 1.3.1                | Unclear accountability for updating privacy policies.                                                      | 1                                                                                           | 1                                                                                      | 1                                     | Low                 |
|                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 1.3.2                | Changes made to privacy policies and procedures are not aligned with SA delivery expectations.             | 1                                                                                           | 1                                                                                      | 1                                     | Low                 |
|                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 1.3.3                | Inaccurate changes are made to privacy policies and procedures.                                            | 1                                                                                           | 1                                                                                      | 1                                     | Low                 |
|                                                                                                                           | 1.4 Policies and procedures are reviewed and compared to the requirements of applicable laws and regulations at least annually and whenever there are changes to such laws and regulations. Privacy policies and procedures are revised to conform to the requirements of applicable laws and regulations.                                                                                                                                                                                                                    | 1.4.1                | Privacy policies become outdated and not being consistent with applicable laws and regulations.            | 1                                                                                           | 1                                                                                      | 1                                     | Low                 |
|                                                                                                                           | 1.5 A privacy risk assessment process is established to identify new or changed risks to personal information and to outline the proposed remediation activities to address this risk.                                                                                                                                                                                                                                                                                                                                        | 1.5.1                | Unawarenes of new/emerging risks to personal information.                                                  | 1                                                                                           | 3                                                                                      | 3                                     | Low                 |
|                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 1.5.2                | Unawarenes of severity of new/changed risks to personal information to determine whether action is needed. | 1                                                                                           | 3                                                                                      | 3                                     | Low                 |
| Notice / Consent                                                                                                          | 2.1 Notice is provided to the client about the organizations's privacy policies and procedures:<br>• At or before the time personal information is collected, or as soon as practical thereafter. If personal information is collected from sources other than the client, such sources are described in the notice.<br>• At or before the organization changes its privacy policies and procedures, or as soon as practical thereafter.<br>• Before personal information is used for new purposes not previously identified. | 2.1.1                | SA staff not obtaining consent when required.                                                              | 1                                                                                           | 4                                                                                      | 4                                     | Low                 |
|                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 2.1.2                | SA clients are not informed on what personal information and how it will be used.                          | 1                                                                                           | 4                                                                                      | 4                                     | Low                 |
|                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                      | SA clients are not informed in advance (timely) of the use of their personal information.                  | 1                                                                                           | 4                                                                                      | 4                                     | Low                 |
|                                                                                                                           | 2.2 Clients are informed:<br>• About the choices available to them with respect to the collection, use and disclosure of personal information.<br>• That implicit or explicit consent is required to collect, use, and disclose personal information, unless a law or regulation specifically requires otherwise.                                                                                                                                                                                                             | 2.2.1                | SA clients not being provided with the choices available to them regarding their personal information.     | 4                                                                                           | 1                                                                                      | 4                                     | Low                 |
|                                                                                                                           | 3.1 The organization's privacy policies address the collection of personal information.                                                                                                                                                                                                                                                                                                                                                                                                                                       | 3.1.1                | SA clients not being aware of how personal information is collected.                                       | 1                                                                                           | 1                                                                                      | 1                                     | Low                 |

|                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |       |                                                                                                                                                                           |   |   |   |        |
|-----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|---|--------|
| Collection                  | 3.2 The collection of personal information is limited to that necessary for the purposes identified in the notice.                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 3.2.1 | SA client personal information beyond what is required was collected in error.                                                                                            | 2 | 1 | 2 | Low    |
|                             | 3.3 Methods of collecting personal information are reviewed by management before they are implemented to confirm that personal information is obtained (a) fairly, without intimidation or deception, and (b) lawfully, adhering to all relevant rules of law, whether derived from statute or common law, relating to the collection of personal information.                                                                                                                                                                                                                       | 3.3.1 | SA client personal information was collected in a manner unsupported by related laws.                                                                                     | 1 | 4 | 4 | Low    |
|                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 3.3.2 | Unfairly collecting personal information.                                                                                                                                 | 1 | 4 | 4 | Low    |
| Use, Retention and Disposal | 4.1 The organization limits the use of personal information to the purposes identified in the notice and for which the client has provided implicit or explicit consent. The organization retains personal information for only as long as necessary to fulfill the stated purposes or as required by law or regulations and thereafter appropriately disposes of such information.                                                                                                                                                                                                  | 4.1.1 | Use of personal information for purposes other than what SA client consented.                                                                                             | 1 | 4 | 4 | Low    |
|                             | 4.2 Clients are informed that personal information is used only for the purposes identified in the notice and only if the client has provided implicit or explicit consent, unless a law or regulation specifically requires otherwise.                                                                                                                                                                                                                                                                                                                                              | 4.2.1 | SA clients not being aware of the purposes for which their personal information is being used.                                                                            | 1 | 4 | 4 | Low    |
|                             | 4.3 Personal information is retained for no longer than necessary to fulfill the stated purposes, or for a period specifically required by law or regulation.                                                                                                                                                                                                                                                                                                                                                                                                                        | 4.3.1 | SA client personal information continues to be retained for longer than necessary.                                                                                        | 1 | 1 | 1 | Low    |
|                             | 4.4 Personal information is disposed of in a manner that prevents loss, theft, misuse or unauthorized access.                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 4.4.1 | Personal information to be disposed continues to be accessible by staff.                                                                                                  | 1 | 1 | 1 | Low    |
|                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 4.4.2 | Personal information to be disposed accessed by unauthorized individuals within and/or external to the organization.                                                      | 3 | 1 | 3 | Low    |
| Access                      | 5.1 Clients are able to determine whether the organization maintains personal information about them and, upon request, may obtain access to their personal information.                                                                                                                                                                                                                                                                                                                                                                                                             | 5.1.1 | SA clients not being able to request access to their personal information.                                                                                                | 1 | 2 | 2 | Low    |
|                             | 5.2 Clients are able to update or correct personal information held by the organization. If practical and economically feasible to do so, the organization provides such updated or corrected information to third parties that previously were provided with the client's personal information.                                                                                                                                                                                                                                                                                     | 5.2.1 | SA clients not being able to update and correct their personal information.                                                                                               | 1 | 4 | 4 | Low    |
| Third Party Disclosure      | 6.1 The organization discloses personal information to third parties only for the purposes identified in the notice and with the implicit or explicit consent of the client.                                                                                                                                                                                                                                                                                                                                                                                                         | 6.1.1 | SA staff disclose client personal information to third parties without consent.                                                                                           | 1 | 5 | 5 | Medium |
|                             | 6.2 Personal information is disclosed only to third parties who have agreements with the organization to protect personal information in a manner consistent with the relevant aspects of the organizations's privacy policies or other specific instructions or requirements.The organization has procedures in place to evaluate that the third parties have effective controls to meet the terms of the agreement, instructions, or requirements.                                                                                                                                 | 6.2.1 | Sharing of client personal information with third parties which may not have appropriate processes to maintain privacy controls/safeguards over the personal information. | 1 | 5 | 5 | Medium |
| Security                    | 7.1 The organization protects personal information against physical unauthorized access.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 7.1.1 | SA client personal information in physical form access by unauthorized individuals.                                                                                       | 1 | 1 | 1 | Low    |
|                             | 7.2 Logical access to personal information is restricted by procedures that address the following matters:<br><br>a. Authorizing and registering internal personnel and clients<br>b. Identifying and authenticating internal personnel and clients<br>c. Making changes and updating access profiles<br>d. Granting system access privileges and permissions<br>e. Preventing clients from accessing other than their own personal or sensitive information<br>f. Limiting access to personal information to only authorized internal personnel based upon their assigned roles and | 7.2.1 | SA client personal information in any form access by unauthorized individuals.                                                                                            | 1 | 5 | 5 | Medium |

|                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |        |                                                                                                                            |   |   |   |        |
|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|----------------------------------------------------------------------------------------------------------------------------|---|---|---|--------|
|                                        | responsibilities<br>g. Distributing output only to authorized internal personnel<br>h. Restricting logical access to offline storage, backup data, systems, and media<br>i. Restricting access to system configurations, super-user functionality, master passwords, powerful utilities, and security devices (for example, firewalls)<br>j. Preventing the introduction of viruses, malicious code, and unauthorized software.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 7.2.2  | SA staff saving client personal information on drives /external devices that can easily be subject to unauthorized access. | 1 | 1 | 1 | Low    |
| Quality Management                     | 8.1 The organization maintains accurate, complete, and relevant personal information for the purposes identified in the notice.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 8.1.1  | SA client information maintained is not accurate and/or complete.                                                          | 1 | 4 | 4 | Low    |
|                                        | 8.2 Compliance with privacy policies, procedures, commitments, applicable laws, regulations, service level agreements and other contracts is reviewed, documented and the results of such reviews are reported to management. If problems are identified, remediation plans are developed and implemented.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 8.2.1  | Noncompliance with privacy policy documents is not identified in a timely manner.                                          | 1 | 1 | 1 | Low    |
|                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 8.2.2  | Noncompliance with privacy policy documents not being remedied in a timely manner.                                         | 1 | 1 | 1 | Low    |
| Privacy Incident and Breach Management | 9.1 A documented privacy incident and breach management program has been implemented that includes, but is not limited to, the following:<br>• Procedures for the identification, management, and resolution of privacy incidents and breaches<br>• Defined responsibilities<br>• A process to identify incident severity and determine required actions and escalation procedures<br>• A process for complying with breach laws and regulations, including stakeholders breach notification, if required<br>• An accountability process for employees or third parties responsible for incidents or breaches with remediation, penalties, or discipline as appropriate<br>• A process for periodic review (at least on an annual basis) of actual incidents to identify necessary program updates based on the following:<br>- Incident patterns and root cause<br>- Changes in the internal control environment or external requirements (regulation or legislation)<br>• Periodic testing or walkthrough process (at least on an annual basis) and associated program remediation as needed | 9.1.1  | Privacy incidents and breaches occur undetected.                                                                           | 1 | 5 | 5 | Medium |
|                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 9.1.2  | Privacy incidents and breaches that are detected are not documented.                                                       | 1 | 5 | 5 | Medium |
|                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 9.1.3  | Causes for privacy incidents and breaches are not explored and understood.                                                 | 1 | 1 | 1 | Low    |
|                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 9.1.4  | Lack of awareness of severity and frequency of privacy incidents and privacy.                                              | 1 | 1 | 1 | Low    |
| Privacy Training and Awareness         | 10.1 A privacy awareness program about the organization's privacy policies and related matters, and specific training for selected personnel depending on their roles and responsibilities, are provided.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 10.1.1 | SA delivery staff not knowing their obligations towards handling personal information.                                     | 1 | 5 | 5 | Medium |
|                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |        |                                                                                                                            |   |   |   |        |

## Highest Inherent Risks

Develop Mitigation Strategies for 'High' risks from the Risk Assessment (Tab 1)

| A            | B                                                                                                                                                                         | C                           | D          | E                                                                                                                                                                                                                                                                                                                      | F                                                                                   |
|--------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| Risk Numbers | Risk Descriptions                                                                                                                                                         | Inherent Risk Level (Tab 1) | Risk Owner | Description of Controls/Processes Already in Place or None ?                                                                                                                                                                                                                                                           | If nothing in place, develop a mitigation plan and provide details including dates: |
| 1.1.1        | Social Assistance privacy practices not being defined and documented.                                                                                                     | Low                         |            |                                                                                                                                                                                                                                                                                                                        |                                                                                     |
| 1.1.2        | SA staff not understanding privacy practices.                                                                                                                             | Low                         |            |                                                                                                                                                                                                                                                                                                                        |                                                                                     |
| 1.1.3        | SA staff not adhering to privacy practices.                                                                                                                               | Low                         |            |                                                                                                                                                                                                                                                                                                                        |                                                                                     |
| 1.1.4        | SA management not monitoring and enforcing privacy practices.                                                                                                             | Low                         |            |                                                                                                                                                                                                                                                                                                                        |                                                                                     |
| 1.2.1        | SA staff are not aware of consequences of noncompliance to privacy policies.                                                                                              | Medium                      | Management | We feel staff are aware of consequences, it's just that if it happens, the impact is serious so happening even once a year is too often. We review privacy policy with staff annually, we complete a privacy audit annually. We review during orientation and onboarding with staff.                                   |                                                                                     |
| 1.2.2        | Changes to privacy policies not being communicated in a timely manner.                                                                                                    | Low                         |            |                                                                                                                                                                                                                                                                                                                        |                                                                                     |
| 1.2.3        | Changes to privacy policies not being understood by SA staff.                                                                                                             | Low                         |            |                                                                                                                                                                                                                                                                                                                        |                                                                                     |
| 1.3.1        | Unclear accountability for updating privacy policies.                                                                                                                     | Low                         |            |                                                                                                                                                                                                                                                                                                                        |                                                                                     |
| 1.3.2        | Changes made to privacy policies and procedures are not aligned with SA delivery expectations.                                                                            | Low                         |            |                                                                                                                                                                                                                                                                                                                        |                                                                                     |
| 1.3.3        | Inaccurate changes are made to privacy policies and procedures.                                                                                                           | Low                         |            |                                                                                                                                                                                                                                                                                                                        |                                                                                     |
| 1.4.1        | Privacy policies become outdated and not being consistent with applicable laws and regulations.                                                                           | Low                         |            |                                                                                                                                                                                                                                                                                                                        |                                                                                     |
| 1.5.1        | Unawareness of new/emerging risks to personal information.                                                                                                                | Low                         |            |                                                                                                                                                                                                                                                                                                                        |                                                                                     |
| 1.5.2        | Unawareness of severity of new/changed risks to personal information to determine whether action is needed.                                                               | Low                         |            |                                                                                                                                                                                                                                                                                                                        |                                                                                     |
| 2.1.1        | SA staff not obtaining consent when required.                                                                                                                             | Low                         |            |                                                                                                                                                                                                                                                                                                                        |                                                                                     |
| 2.1.2        | SA clients are not informed on what personal information and how it will be used.                                                                                         | Low                         |            |                                                                                                                                                                                                                                                                                                                        |                                                                                     |
| 2.1.3        | SA clients are not informed in advance (timely) of the use of their personal information.                                                                                 | Low                         |            |                                                                                                                                                                                                                                                                                                                        |                                                                                     |
| 2.2.1        | SA clients not being provided with the choices available to them regarding their personal information.                                                                    | Low                         |            |                                                                                                                                                                                                                                                                                                                        |                                                                                     |
| 3.1.1        | SA clients not being aware of how personal information is collected.                                                                                                      | Low                         |            |                                                                                                                                                                                                                                                                                                                        |                                                                                     |
| 3.2.1        | SA client personal information beyond what is required was collected in error.                                                                                            | Low                         |            |                                                                                                                                                                                                                                                                                                                        |                                                                                     |
| 3.3.1        | SA client personal information was collected in a manner unsupported by related laws.                                                                                     | Low                         |            |                                                                                                                                                                                                                                                                                                                        |                                                                                     |
| 3.3.2        | Unfairly collecting personal information.                                                                                                                                 | Low                         |            |                                                                                                                                                                                                                                                                                                                        |                                                                                     |
| 4.1.1        | Use of personal information for purposes other than what SA client consented.                                                                                             | Low                         |            |                                                                                                                                                                                                                                                                                                                        |                                                                                     |
| 4.2.1        | SA clients not being aware of the purposes for which their personal information is being used.                                                                            | Low                         |            |                                                                                                                                                                                                                                                                                                                        |                                                                                     |
| 4.3.1        | SA client personal information continues to be retained for longer than necessary.                                                                                        | Low                         |            |                                                                                                                                                                                                                                                                                                                        |                                                                                     |
| 4.4.1        | Personal information to be disposed continues to be accessible by staff.                                                                                                  | Low                         |            |                                                                                                                                                                                                                                                                                                                        |                                                                                     |
| 4.4.2        | Personal information to be disposed accessed by unauthorized individuals within and/or external to the organization.                                                      | Low                         |            |                                                                                                                                                                                                                                                                                                                        |                                                                                     |
| 5.1.1        | SA clients not being able to request access to their personal information.                                                                                                | Low                         |            |                                                                                                                                                                                                                                                                                                                        |                                                                                     |
| 5.2.1        | SA clients not being able to update and correct their personal information.                                                                                               | Low                         |            |                                                                                                                                                                                                                                                                                                                        |                                                                                     |
| 6.1.1        | SA staff disclose client personal information to third parties without consent.                                                                                           | Medium                      | Management | If this happens, it is serious so impact is rated high. We have policies and procedures and have an intake job aid to ensure consent has been provided. These policies and procedures include any legal authorities and they must go through our Clerk's department. We work closely with the City's Clerks Department |                                                                                     |
| 6.2.1        | Sharing of client personal information with third parties which may not have appropriate processes to maintain privacy controls/safeguards over the personal information. | Medium                      | Management | This has not happened however if it did, the impact would be serious. All above controls would apply in addition to requirement attestation from third party about controls and safeguards for personal information.                                                                                                   |                                                                                     |
| 7.1.1        | SA client personal information in physical form access by unauthorized individuals.                                                                                       | Low                         |            |                                                                                                                                                                                                                                                                                                                        |                                                                                     |


|        |                                                                                                                            |        |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |
|--------|----------------------------------------------------------------------------------------------------------------------------|--------|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 7.2.1  | SA client personal information in any form access by unauthorized individuals.                                             | Medium | Management | This would be high impact if it happens. We do complete audits on this and will also make requests to the province to review staff access. We are strict and clear about access and no sharing of passwords. We review these requirements annually and have staff sign forms to confirm they abide by these principles. We have processes to follow up with staff for any breach of any kind - this would include reporting to the province and to our Clerk's department - who may in turn report breaches to the privacy commission. |  |
| 7.2.2  | SA staff saving client personal information on drives /external devices that can easily be subject to unauthorized access. | Low    |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |
| 8.1.1  | SA client information maintained is not accurate and/or complete.                                                          | Low    |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |
| 8.2.1  | Noncompliance with privacy policy documents is not identified in a timely manner.                                          | Low    |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |
| 8.2.2  | Noncompliance with privacy policy documents not being remedied in a timely manner.                                         | Low    |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |
| 9.1.1  | Privacy incidents and breaches occur undetected.                                                                           | Medium | Management | If this happens, it would have high impact. We review SAMS reports, AD-Hoc Ministry reports, complete audits on all third party accessed information on all staff who has access to this information. After receiving provincial notification for an incident back in 2017, we are diligent in our monitoring of third party access. We restrict access and keep logs and have one management supervisor who monitors third party information monthly.                                                                                 |  |
| 9.1.2  | Privacy incidents and breaches that are detected are not documented.                                                       | Medium | Management | If this happened, it would be serious. We do report all breaches to both the province and the City's Clerk's office and follow and implement any direction. If the breach is with an individual, we would follow up with a performance meeting with that staff member, working with our Human Resources Department                                                                                                                                                                                                                     |  |
| 9.1.3  | Causes for privacy incidents and breaches are not explored and understood.                                                 | Low    |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |
| 9.1.4  | Lack of awareness of severity and frequency of privacy incidents and privacy.                                              | Low    |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |
| 10.1.1 | SA delivery staff not knowing their obligations towards handling personal information.                                     | Medium | Management | If this were to occur it would have serious impact. We are confident our staff are fully aware of the obligations toward handling personal information and have all policies and procedures listed above to ensure this would not be the case                                                                                                                                                                                                                                                                                          |  |

**What is a risk?**

Risk is the effect of uncertainty on objectives. It can be characterized as either a potential negative (threat) or positive (opportunity) consequence or event that deviates from an expected outcome.

| Likelihood*                                                                                     |       |                                                                                                                                                                                                                                     |             |
|-------------------------------------------------------------------------------------------------|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| Assessment                                                                                      | Level | Description                                                                                                                                                                                                                         | Probability |
| Rare                                                                                            | 1     | Risk event is very unlikely to occur in most circumstances.                                                                                                                                                                         | <10%        |
| Unlikely                                                                                        | 2     | Risk event is unlikely to occur in normal circumstances.                                                                                                                                                                            | 11% - 30%   |
| Possible                                                                                        | 3     | Risk event may occur in certain circumstances.                                                                                                                                                                                      | 31% - 50%   |
| Likely                                                                                          | 4     | Risk event is likely to occur in most circumstances.                                                                                                                                                                                | 51% - 90%   |
| Almost Certain                                                                                  | 5     | Risk event will occur in normal circumstances.                                                                                                                                                                                      | >91%        |
| * Likelihood should consider the appropriate timeframe for the objectives and related products. |       |                                                                                                                                                                                                                                     |             |
| Impact                                                                                          |       |                                                                                                                                                                                                                                     |             |
| Assessment                                                                                      | Level | Description                                                                                                                                                                                                                         |             |
| Insignificant                                                                                   | 1     | A risk event that, if it occurs, will have a little or no impact on achieving outcome objectives.                                                                                                                                   |             |
| Minor                                                                                           | 2     | A risk event that, if it occurs, will have negligible/inconsequential impact on achieving desired results, to the extent that one or more stated outcome objectives will fall below goals but well above minimum acceptable levels. |             |
| Moderate                                                                                        | 3     | A risk event that, if it occurs, will have limited impact on achieving desired results, to the extent that one or more stated outcome objectives will fall well below goals but above minimum acceptable levels.                    |             |
| Major                                                                                           | 4     | A risk event that, if it occurs, will have an extensive impact on achieving desired results, to the extent that one or more stated outcome objectives will fall below acceptable levels.                                            |             |
| Critical                                                                                        | 5     | A risk event that, if it occurs, will have an excessive impact on achieving desired results, to the extent that one or more stated outcome objectives will not be achieved.                                                         |             |

| Heat Map   |   |   |   |   |   |
|------------|---|---|---|---|---|
| Likelihood | 5 |   |   |   |   |
|            | 4 |   |   |   |   |
|            | 3 |   |   |   |   |
|            | 2 |   |   |   |   |
|            | 1 |   |   |   |   |
|            |   | 1 | 2 | 3 | 4 |
| Impact     |   |   |   |   |   |

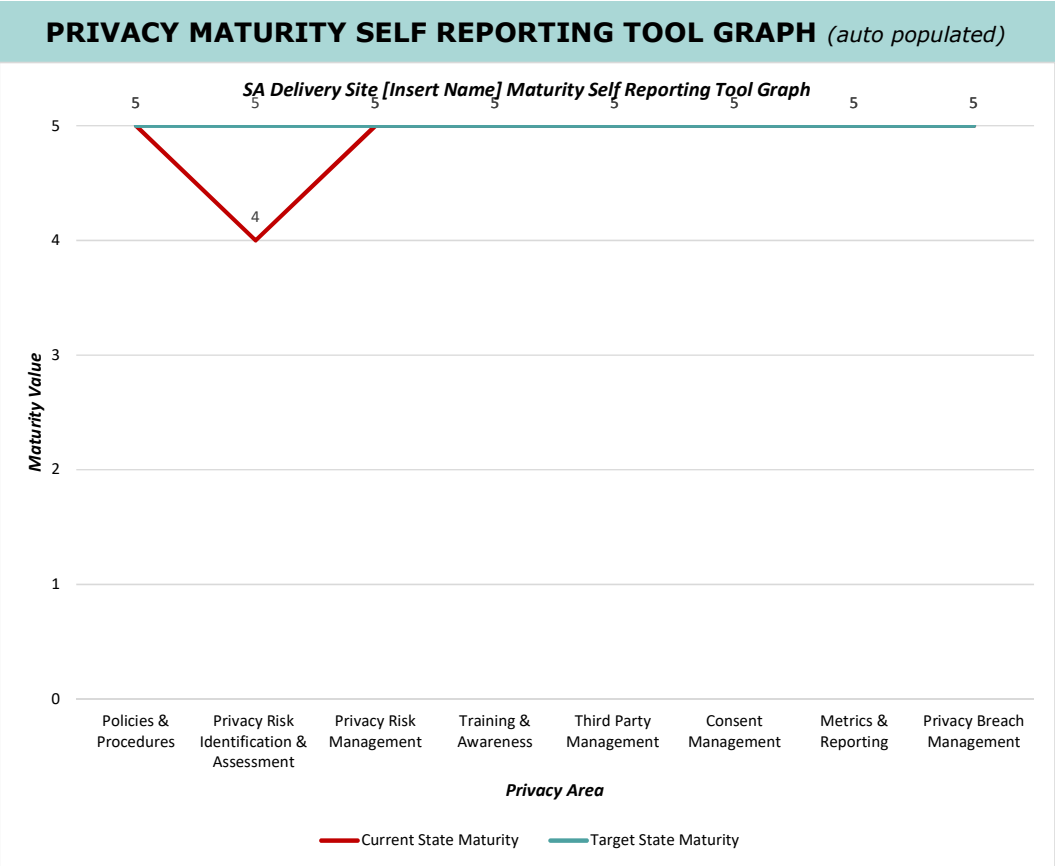
| Risk Rating = Likelihood x Impact                                                                                                                                                                         |       |                                                                                                                                                                                                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Level                                                                                                                                                                                                     | Score | Recommended Response                                                                                                                                                                           |
| High                                                                                                                                                                                                      | 20-25 | Risk management requires <b>significant</b> senior executive/board decision makers attention. Mitigating actions should be tracked and monitored frequently and reported to senior leadership. |
| Medium - High                                                                                                                                                                                             | 11-19 | Risk management requires ministry senior leadership attention. Mitigating actions should be tracked, monitored and reported to senior leadership.                                              |
| Medium                                                                                                                                                                                                    | 5-10  | Risk can be managed by risk owner(s). Controls should be reviewed to determine whether additional action should be taken.                                                                      |
| Low                                                                                                                                                                                                       | 1-4   | Risk can be managed using controls already in place. No mitigation efforts required.                                                                                                           |
|  Risks levels above are rated on a <b>residual basis</b> (i.e. factoring in all existing controls already in place). |       |                                                                                                                                                                                                |











| MATURITY RATINGS                                                               |                                                                                                                                                          |                                                                                                            |                                                                                                                 |                                                                          |                                                                                                                                          |
|--------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|
| 0<br>Non-existent                                                              | 1<br>Initial                                                                                                                                             | 2<br>Repeatable                                                                                            | 3<br>Defined                                                                                                    | 4<br>Managed                                                             | 5<br>Optimized                                                                                                                           |
| Processes at this level are non-existent. Nothing has been done or is planned. | Processes at this level are typically undocumented and in a state of dynamic change, tending to be driven in a ad hoc, uncontrolled and reactive manner. | Processes are repeatable, possibly with consistent results. Process discipline is unlikely to be rigorous. | Sets of defined and documented standard processes established, subject to some degree of improvement over time. | Using process metrics, management can effectively control the processes. | The focus is on continually improving process performance through both incremental and innovative technological changes or improvements. |



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| PRIVACY MATURITY SELF REPORTING TOOL |                                    |                                          |                                                                                                                                                                                                                             |                        |                       |
|--------------------------------------|------------------------------------|------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|-----------------------|
| SA Delivery Site                     | Region                             | Privacy Area                             | Privacy Area Description                                                                                                                                                                                                    | Current State Maturity | Target State Maturity |
| City of Kawartha Lakes               | East Program Office 2 (South East) | Policies & Procedures                    | Writing and developing privacy documents (such as policies, procedures, standards, protocols) to outline privacy requirements, embed privacy controls within initiatives and manage privacy risks.                          | 5                      | 5                     |
|                                      |                                    |                                          | For example, having formally written privacy documents that are easily accessible to employees and frequently reviewed by management for consistency, currency comprehensiveness would demonstrate a higher maturity state. |                        |                       |
|                                      |                                    |                                          |                                                                                                                                                                                                                             |                        |                       |
| City of Kawartha Lakes               | East Program Office 2 (South East) | Privacy Risk Identification & Assessment | Developing ongoing privacy risk identification documentation and completing Privacy Impact Assessments (PIAs) and Privacy Audits to identify privacy risk and implement necessary recommendations.                          | 4                      | 5                     |
|                                      |                                    |                                          | For example, having repeatable proactive processes and controls enforced that identify and accurately evaluate privacy risks would demonstrate a higher maturity state.                                                     |                        |                       |
|                                      |                                    |                                          |                                                                                                                                                                                                                             |                        |                       |
| City of Kawartha Lakes               | East Program Office 2 (South East) | Privacy Risk Management                  | Documenting privacy risks and developing remediation plans to address these risks.                                                                                                                                          | 5                      | 5                     |
|                                      |                                    |                                          | For example, having formally defined processes and controls enforced that track, manage and mitigate privacy risks to experience minimal to no impact consistently would demonstrate a higher maturity state.               |                        |                       |
|                                      |                                    |                                          |                                                                                                                                                                                                                             |                        |                       |





|                           |                                       |                        |                                                                                                                                                                                                                                                               |                                                                                       |                                                                                       |
|---------------------------|---------------------------------------|------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| City of Kawartha<br>Lakes | East Program Office 2 (South<br>East) | Training & Awareness   | Developing and facilitating trainings for employees to educate on privacy process, documents and best practices to ensure they understand how to handle and protect personal information (PI).                                                                | 5                                                                                     | 5                                                                                     |
|                           |                                       |                        | For example, having a high rate of completion for role-specific and leading practice based privacy training that provides employees with core competencies and additional reference resources would demonstrate a higher maturity state.                      |    |    |
| City of Kawartha<br>Lakes | East Program Office 2 (South<br>East) | Third Party Management | Managing risks associated with service provider engagement and information-sharing stakeholders, as well as liaising with them to maintain the relationship and monitor compliance.                                                                           | 5                                                                                     | 5                                                                                     |
|                           |                                       |                        | For example, having consistent and comprehensive contractual controls enforced with external individuals who support PI handling activities, which includes necessary communication obligations where appropriate, would demonstrate a higher state maturity. |    |    |
| City of Kawartha<br>Lakes | East Program Office 2 (South<br>East) | Consent Management     | Managing consent for the collection, use, and disclosure of sensitive information, including Personal Information (PI) and Personal Health Information (PHI).                                                                                                 | 5                                                                                     | 5                                                                                     |
|                           |                                       |                        | For example, having frequently validated privacy-by-design processes and controls that ensure appropriate levels of notice and consent (e.g., express or implied) are obtained and documented would demonstrate a higher state maturity.                      |  |  |
| City of Kawartha<br>Lakes | East Program Office 2 (South<br>East) | Metrics & Reporting    | Developing and reporting key privacy indicators (KPI) and performing root cause analysis for continuous improvement.                                                                                                                                          | 5                                                                                     | 5                                                                                     |
|                           |                                       |                        | For example, having formally defined and periodically reviewed measurable standards that enable ongoing operational analysis (e.g., possibly through the use of data governance and automation technology) would demonstrate a higher state maturity.         |  |  |

|                           |                                       |                           |                                                                                                                                                                                                                                                                                                                                                    |                                                                                     |                                                                                     |
|---------------------------|---------------------------------------|---------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
|                           |                                       |                           |                                                                                                                                                                                                                                                                                                                                                    | 5                                                                                   | 5                                                                                   |
| City of Kawartha<br>Lakes | East Program Office 2 (South<br>East) | Privacy Breach Management | Monitoring, reporting, and consulting<br>with the legal team to manage privacy<br>related issues and breaches.<br><br>For example, having robust,<br>repeatable and vigilant privacy risk<br>identification processes that enable<br>immediate notification and legal<br>management when appropriate would<br>demonstrate a higher state maturity. |  |  |

## Council Report

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|                          |                                                                                                                                                                   |
|--------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Report Number:</b>    | <b>WWW2025-002</b>                                                                                                                                                |
| <b>Meeting Date:</b>     | March 18, 2025                                                                                                                                                    |
| <b>Title:</b>            | <b>2024 Annual Waterworks Summary Report</b>                                                                                                                      |
| <b>Description:</b>      | Summary of Mandatory Schedule 22 and Section 11<br>Drinking Water Reports for Municipal Residential Drinking<br>Water Systems Owned by the City of Kawartha Lakes |
| <b>Author and Title:</b> | Julie Henry, Quality Management and Policy Coordinator                                                                                                            |

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### Recommendation(s):

**That** Report WWW2025-002, **2024 Annual Waterworks Summary Report**, be received in accordance with reporting requirements of Ontario Regulation 170/03 Schedule 22 and Section 11 under the Safe Drinking Water Act, 2002, for the following municipal residential drinking water systems (DWS) owned by the City of Kawartha Lakes:

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

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

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

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

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

## **Background:**

At the Council meeting of March 19, 2024 Council adopted the following resolution:

11.1.9 WWW2024-002

### **2023 Annual Waterworks Summary Report**

Julie Henry, Quality Management and Policy Coordinator

### **CR2024-132**

**That** Report 2024-002, **2023 Annual Waterworks Summary Report**, be received in accordance with reporting requirements of Ontario Regulation 170/03 Schedule 22 and Section 11 under the Safe Drinking Water Act, 2002, for the following municipal residential drinking water systems (DWS) owned by the City of Kawartha Lakes:

- Birch Point Estates Drinking Water System
- Bobcaygeon Drinking Water System
- Canadiana Shores Drinking Water System
- Fenelon Falls Drinking Water System
- Janetville Drinking Water System
- King's Bay Drinking Water System
- Kinmount Drinking Water System
- Lindsay Drinking Water System
- Manilla (Woods of Manilla) Drinking Water System
- Manorview Drinking Water System
- Mariposa Estates Drinking Water System
- Norland Drinking Water System
- Omemee Drinking Water System
- Pinewood Drinking Water System
- Pleasant Point Drinking Water System
- Sonya Drinking Water System
- Southview Estates Drinking Water System
- Victoria Place Drinking Water System
- Western Trent/Palmina Drinking Water System
- Woodfield Drinking Water System
- Woodville Drinking Water System

**Carried**

This report addresses the requirement (under the Safe Drinking Water Act, 2002) Section 11 and Schedule 22 of Ontario regulation 170/03 for the Owner of Municipal Residential Drinking Water Systems to prepare an annual report that includes information regarding various aspects of operations in the drinking water systems.

## **Section 11 Reporting**

Section 11 of the regulation requires the annual report to contain a brief description of the drinking water system(s), including a list of water treatment chemicals used by the system(s) during the reporting period. Section 11 also requires the inclusion of a summary of all reports made to the Ministry of Environment, Conservation and Parks (MECP) under section 16-4 of Schedule 16 of the regulation, and for other observation(s) (exclusive of adverse sampling results which are reported immediately), that could indicate improper disinfection.

A description of all corrective actions (if required), a summary of all test results required by the regulation for the reporting period, as well as test results from previous periods of testing (if testing was not within the current reporting period), are also included.

As per MECP requirements, Section 11 reports are to be available to the public free of charge. For systems serving more than 10,000 residents, Section 11 mandates the reports must be published on the City of Kawartha Lakes website by February 28<sup>th</sup> of the year following the reporting period. Of the twenty-one drinking water systems owned by the City of Kawartha Lakes, only the Lindsay Drinking Water System is large enough to fall under this timing stipulation however, as a best practice, the Water and Wastewater Division ensures that all drinking water system reports are available to residents on the City's website. Reports are also available upon request.

## **Schedule 22 Reporting**

Schedule 22 reports must be available to the Owner no later than March 31<sup>st</sup> of the year following the reporting period. The report must list the requirements of the Safe Drinking Water Act, 2002, the regulations, the system(s) approvals and any Order that the system failed to meet at any time during the reporting period including the duration of the incident and a description of the measures taken to correct the issue.

The Schedule 22 report includes information required for the Owner to assess the capability of the drinking water system(s) to meet the existing and planned demands. This type of information includes a summary of quantities, flow rates of water supplied (including monthly averages), maximum daily flows and daily instantaneous peak flow

rates. This information is then compared to the rated capacity and flow rates defined in the system(s) approvals.

The reporting for Section 11 and Schedule 22 have been merged into one annual drinking water report for each of the twenty-one (21) drinking water systems. These reports are attached below.

## **Rationale:**

The Ministry of the Environment, Conservation and Parks (MECP), conducts unannounced and announced inspections at the twenty-one (21) municipally owned drinking water systems annually. The current reportable inspection cycle is from April 1, 2024 to March 31, 2025. All results received to date are in the Summary Table (Table 1) of this report. Any inspection results received after this report will be provided to Council in the 2025 Annual Waterworks Summary Report. Results received after the report date last year are included in Table 1 of this report.

The Water and Wastewater Division of the City of Kawartha Lakes operates the treatment and distribution systems for the Lindsay Drinking Water System, the Manilla (Woods of Manilla) Drinking Water System and the Sonya Drinking Water System, as well as the distribution systems for the remaining eighteen (18) drinking water systems owned by the City of Kawartha Lakes. The water treatment facilities for the eighteen (18) drinking water systems that are not operated by City staff are operated under contract by the Ontario Clean Water Agency (OCWA).

The MECP's Municipal Residential Drinking Water Inspection Protocol contains up to fourteen (14) inspection modules consisting of approximately one hundred (120) regulatory questions.

The fourteen modules are:

- Source
- Permit to Take Water
- Capacity assessment
- Process wastewater
- Distribution System
- Operations manuals
- Logbooks
- Contingency and Emergency Planning
- Consumer relations
- Certification and training
- Water quality monitoring
- Reporting notification and

- Corrective actions
- Other inspection findings

Questions asked by an inspector during an inspection vary by: system (i.e., distribution, treatment only), type of inspection (i.e., focused, detailed) and source type (i.e., groundwater, surface water). These questions address a wide range of regulatory issues, from administrative procedures to drinking water quality monitoring. The inspection protocol also contains a number of non-regulatory questions. Each regulatory question is assigned a risk rating, based on an evaluation of consequence and likelihood. Based on the number of areas where a system is deemed to be non-compliant during the inspection, and the significance of these areas to administrative, environmental, and health consequences, a risk-based inspection rating is calculated by the Ministry. A final overall IRR (Inspection Rating Record) is assigned to each drinking water system (as a percentage) for the reporting year, which reflects the inspection results. The individual ratings are published with the Ministry's Chief Drinking Water Inspector's Annual Report and every three years, the Ministry reviews their risk-rating methodology for inspections.

It is important to be aware that an inspection rating that is less than 100 per cent does not mean that the drinking water from the system is unsafe. Percentage can be lost from a range of criteria such as documentation or reporting or to illustrate areas in which a system's operation can improve.

The Ministry's annual inspection program is an important aspect of our drinking water safety net. The Ministry and its partners share a common commitment to excellence and we continue to work toward the goal of 100 per cent regulatory compliance.

The summary table below (Table 1.), provides a year over year comparison of facility Inspection Rating Records (IRR), given following the annual MECP inspections. At the time of this report, those facilities listed as "in progress" are either awaiting their inspection or for their final IRR rating which is delivered four to six weeks after the final inspection report is issued. The results of the inspections for these facilities will be included in the 2025 Annual Waterworks Summary report (IRR's not received at the time of last year's report are included in this report), or once received, can be provided upon request.



**Table 1. Ministry Inspection Summary – CKL DWS (Drinking Water Systems)**

| <b>21 Drinking Water Systems</b> | <b>Inspection Rating Record (2023-2024)</b> | <b>Inspection Rating Record (2024-2025)</b> | <b>Status as of February 2025</b> |
|----------------------------------|---------------------------------------------|---------------------------------------------|-----------------------------------|
| Birch Point Estates              | 100%                                        | 100%                                        | Complete                          |
| Bobcaygeon                       | 100%                                        | 100%                                        | Complete                          |
| Canadiana Shores                 | 100%                                        | 100%                                        | Complete                          |
| Fenelon Falls                    | 100%                                        | In Progress                                 | Awaiting Report                   |
| Janetville                       | 100%                                        | 100%                                        | Complete                          |
| King's Bay                       | 96.94%                                      | 100%                                        | Complete                          |
| Kinmount                         | 100%                                        | 100%                                        | Complete                          |
| Lindsay                          | 100%                                        | 100%                                        | Complete                          |
| Manilla (Woods of)               | 100%                                        | 100%                                        | Complete                          |
| Manorview                        | 100%                                        | 100%                                        | Complete                          |
| Mariposa Estates                 | 100%                                        | 100%                                        | Complete                          |
| Norland                          | 100%                                        | 100%                                        | Complete                          |
| Omeme                            | 100%                                        | 100%                                        | Complete                          |
| Pinewood                         | 99.38%                                      | 99.09%                                      | Complete                          |
| Pleasant Point                   | 100%                                        | 100%                                        | Complete                          |
| Sonya                            | 100%                                        | 100%                                        | Complete                          |
| Southview Estates                | 100%                                        | 100%                                        | Complete                          |
| Victoria Place                   | 100%                                        | 100%                                        | Complete                          |
| Western Trent/Palmina            | 100%                                        | 100%                                        | Complete                          |
| Woodfield                        | 100%                                        | 100%                                        | Complete                          |
| Woodville                        | 97.67%                                      | 100%                                        | Complete                          |

### **Other Alternatives Considered:**

Not applicable as this is an information report required by legislation.

### **Alignment to Strategic Priorities**

The 2024 Annual Waterworks Summary Report shows a commitment from the Water and Wastewater Division to the Strategic Priorities of “Healthy Environment” and “An Exceptional Quality of Life” by continuing to ensure municipal drinking water sources are protected, and municipal drinking water continues to meet provincial standards.

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

There are no financial implications associated with this report.

### **Consultations:**

Director, Public Works  
Manager, Water and Wastewater

## Attachments:

### Birch Point Estates Drinking Water System Annual Report



Final Annual  
Drinking Water Rep

### Bobcaygeon Drinking Water System Annual Report



Final Annual  
Drinking Water Rep

### Canadiana Shores Drinking Water System Annual Report



Final Annual  
Drinking Water Rep

### Fenelon Falls Drinking Water System Annual Report



Final Annual  
Drinking Water Rep

### Janetville Drinking Water System Annual Report



Final Annual  
Drinking Water Rep

### King's Bay Drinking Water System Annual Report



Final Annual  
Drinking Water Rep

### Kinmount Drinking Water System Annual Report



Final Annual  
Drinking Water Rep

### Lindsay Drinking Water System Annual Report



Final Annual  
Drinking Water Rep

### Manilla (Woods of Manilla) Drinking Water System Annual Report



Final Annual  
Drinking Water Rep

### Manorview Drinking Water System Annual Report



Final Annual  
Drinking Water Rep

### Mariposa Estates Drinking Water System Annual Report



Final Annual  
Drinking Water Rep

### Norland Drinking Water System Annual Report



Final Annual  
Drinking Water Rep

### Omemee Drinking Water System Annual Report



Final Annual  
Drinking Water Rep

### Pinewood Drinking Water System Annual Report



Final Annual  
Drinking Water Rep

### Pleasant Point Drinking Water System Annual Report



Final Annual  
Drinking Water Rep

## Sonya Drinking Water System Annual Report



Final Annual  
Drinking Water Rep

## Southview Estates Drinking Water System Annual Report



Final Annual  
Drinking Water Rep

## Victoria Place Drinking Water System Annual Report



Final Annual  
Drinking Water Rep

## Western Trent/Palmina Drinking Water System Annual Report



Final Annual  
Drinking Water Rep

## Woodfield Drinking Water System Annual Report



Final Annual  
Drinking Water Rep

## Woodville Drinking Water System Annual Report



Final Annual  
Drinking Water Rep

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

**Department Head: Bryan Robinson**

## Council Report

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|                          |                                                                                     |
|--------------------------|-------------------------------------------------------------------------------------|
| <b>Report Number:</b>    | <b>RD2025-001</b>                                                                   |
| <b>Meeting Date:</b>     | March 18, 2025                                                                      |
| <b>Title:</b>            | <b>Review Right-of-Way Responsibilities and the Cost of Entrance Infrastructure</b> |
| <b>Description:</b>      | Council Review and Discussion of Entrance Maintenance Costs and Responsibilities    |
| <b>Author and Title:</b> | Chris Porter, Manager, Roads Operations                                             |

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### Recommendation(s):

**That** Report RD2024-010, **Review Right-of-Way Responsibilities and the Cost of Entrance Infrastructure**, be received.

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

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

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

## **Background:**

At the Council Meeting of June 25, 2024, Council adopted the following resolution:

**CR2024-329**

**Moved By** Councillor Richardson

**Seconded By** Councillor Joyce

**That** Staff be directed to review right-of-way responsibilities and the ownership and cost of entrance infrastructure and report back by the end of Q1, 2025.

**Carried**

This report addresses that direction.

Report RD2024-008 (Appendix A) identified that there are currently two parties, the property owner and the City, with responsibilities related to the construction and maintenance of entrances. The property owner is responsible for the cost of constructing a new entrance to a property as well as the surface maintenance of the entrance thereafter. The City assumes responsibility for the maintenance of the entrance culvert (if required) once the initial installation is complete.

Surface maintenance generally includes but is not limited to all winter maintenance, pothole repair, resurfacing and washout repair in the portion of the entrance that extends from the edge of the shoulder of the public road to their front property line. Report RD2024-008 identified that this area is technically City property and that the improvement to allow vehicular access only provides benefit to the property owner. Entrance culvert maintenance generally includes but is not limited to culvert replacement, flushing and end repair.

Consideration of entrance culvert maintenance is based off three main means of identification. The first is Staff observation of a drainage issue that can be associated back to a specific entrance culvert or series of them. The second is a proactive review of entrance culverts along roads receiving capital work. If there are culverts that are in a poor condition, Staff will add them to a working list for replacement. Entrance culverts will generally be a lower priority to centerline culverts (culverts that cross the roadway) if there is a time or budget constraint. The third is a reactive response to customer service requests. When reported, Area Supervisors will investigate issues brought forward by the Public and make a determination if maintenance is required in order for the drainage in the area to function as intended. Supervisors then need to prioritize culverts identified through the means above amongst each other to determine what is possible in the current year with the available budget.

Staff do not have a complete inventory of driveway culverts. Staff continue to record details and improve information within the City's GIS system.

There is an emerging trend of municipalities recognizing that entrances are installed for the sole benefit of the property owner and correspondingly, the costs related to the entrance should be borne by the property owner. This is explored more in the alternatives section.

### **Rationale:**

The request for additional information related to entrance ownership and maintenance costs allows Council to be more informed when considering the current process and possible changes to it.

### **Ownership:**

As described in Report RD2024-008 and mentioned above, the area of an entrance that extends from the shoulder of the roadway to the front property line is within the City's right-of-way and thus owned by the City. The City must maintain ownership of this area in order to complete roadside maintenance such as ditching, have adequate snow storage space during the winter and to have space for larger scale operations on the roadway such as centreline culvert replacements. This area of the right of way is also used by utility companies for their infrastructure, which further adds to the need for it to remain in City ownership. Staff do not recommend making any changes in regards to ownership of this area.

### **Maintenance Costs:**

The number of entrance culverts replaced by the Roads Division fluctuates year to year based on maintenance needs/priorities however, an average of 92 entrance culverts are replaced annually. The cost per entrance culvert can vary significantly depending on the specific site conditions, material requirements and complexity of the replacement but Staff have determined that an average cost is approximately \$3,600. Putting these figures together, entrance culvert replacements amount to approximately \$335,000 annually.

Additional to the above, the City also completes other entrance culvert maintenance such as flushing and end repair. This maintenance is typically placed on a list until there is a full day of work as often times the City's vac truck will be utilized to complete the work. In an average year, this adds an additional \$47,000 in maintenance costs.



The above figure does not account for administrative tasks such as reviewing and responding to customer service requests related to entrance culvert maintenance, planning and coordinating the work or requesting locates or other permits where required. None of these factors are specifically tracked and would be difficult to estimate. To summarize, the Roads Division is currently spending approximately \$382,000 annually on entrance culvert maintenance and replacement and costs continue to grow.

The Roads Division operating budget includes \$1,591,000 in 2025 for all culvert work. There is \$680,000 included in this total for a larger value culvert replacement contract that does not typically complete entrance culvert work. Removing that from the budget figure leaves \$911,000 for Staff to complete both centreline and entrance culvert work meaning that entrance culvert maintenance and replacement amount to 42% of the budget.

### **Long Term Financial Planning:**

As mentioned, the City does not have a complete inventory of entrance culverts or their condition rating. This complicates long term planning related to entrance culverts as the total number of assets are unknown. As indicated in the background section, reviewing culvert (entrance and centreline/cross) conditions is primarily reactive aside from proactively reviewing the condition of culverts on roads within the 5-year plan.

### **Other Alternatives Considered:**

Although this report is being presented for informational purposes, Staff are providing alternatives for Council's consideration should there be an interest in transitioning ownership/responsibility of the entire entrance to benefitting property owners.

It should be noted that neither alternative would change the process for requesting to install or alter an entrance. Both requests would still go through the Entrance Permit Application process to ensure Staff can adequately review new entrances and alterations before the work begins.

### **Alternative 1:**

One alternative Council could consider would be transitioning the ownership and responsibility of entrance culverts from the City to the property owner. Other municipalities such as the United Counties of Prescott-Russell and the City of Greater Sudbury have taken this approach with entrance culverts successfully. Copies of the entrance bylaws for the United Counties of Prescott and Russell (Appendix B) and the

City of Greater Sudbury's (Appendix C) are attached to this report for informational purposes.

Proceeding with this change would allow the Roads Division to reallocate the \$382,000 made up of Staff time, equipment charges and material expenses to complete other road maintenance priorities. The top priority with this reallocation would be to increase the number of centreline culvert replacements City Staff complete annually. Over the last several years, the Roads Division has been placing a higher priority on replacing centreline culverts on roads receiving capital work so that once the new surface is complete, it does not need to be disturbed for work shortly after. When the new surface is excavated to complete culvert replacements after the fact, it will create more joints in the road and could lead to differential settlement that will typically cause that area to show signs of distress or failure sooner than the rest of the road. The table below shows that in three of the last four years, the Roads Division has exceeded the budget for culvert work.

| Year          | 2021 | 2022 | 2023 | 2024 |
|---------------|------|------|------|------|
| Percent Spent | 118% | 99%  | 113% | 116% |

*\*This table does not include the budget or actual spend for the larger value culvert contract*

These overages have required funds to be reallocated from other activities in order to achieve the above objective while mitigating overall budget impacts. Transitioning the responsibility of entrance culvert maintenance from the City to the property owner and reallocating the respective funds would allow Staff to direct resources to the more critical assets that benefit all residents versus just the property owners of the entrances.

If Council chooses to proceed with this alternative, the resolution would be:

That Staff be directed to bring forward a Report with draft amendment to By-law 2017-151 for consideration to recognize that benefitting property owner is responsible for all aspects of the entrance infrastructure.

Staff would work to bring a report and revision of the By-law to Council which would identify how the program would be administrated, including scenario response to regular maintenance and emergency support (frozen culverts) for Council direction.

### **Alternative 2:**

A second alternative would be a similar approach to Alternative 1 but with a subsidized option for residential properties. As mentioned in Alternative 1, The City of Greater Sudbury has made the property owner fully responsible for the maintenance of their

entrance, inclusive of the culvert. That said there are two options for entrance culvert replacement that they offer. The first is for the property owner to hire a private contractor to complete the work at their cost. The second option is only for residential properties and allows the residential property owner to request the City complete the work at the cost of the resident. The City of Greater Sudbury uses standard unit rates for various culvert sizes to bill back to the resident that are listed in their user fees by-law. If residents utilize this process, they are required to pay the fee up front and the City only replaces the culvert, replacement of the finished surface remains the responsibility of the resident. The City does not provide any warranty for work completed through this process either.

If this is desired, the resolution would be:

That Staff be directed to bring forward a Report with draft amendment to By-law 2017-151 for consideration to recognize that benefitting property owner is responsible for all aspects of the entrance infrastructure. The amendment shall also include a subsidized option for residential properties.

Council could also ask Staff to explore additional alternative at their discretion.

### **Alignment to Strategic Priorities**

This report aligns with the Strategic Plan as follows:

1. Good Government – Ensuring affordable and sustainable service delivery.

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

There are no financial implications from receiving this report.

Proceeding with Alternative 1 would allow a reallocation of \$382,000 of labour, equipment and materials on an annual basis, with the costs passed on to individual rural homeowners. The equipment and material costs would stay within PW programs to enable build out of the asset database and improved management of centreline (cross) culverts. Included within this cost is \$120,000 in material cost that could be reallocated as Council chooses. It should be noted that this annual cost is expected to increase significantly over time. Making the decision now would avoid those incremental costs.

Proceeding with Alternative 2 would create a stream of revenue that would be difficult to determine until it was in practice as it would be dependent on user uptake. Once again, the labour and equipment costs would be reallocated within the Public Works operating activates, but the material costs could be reallocated as desired by Council.

## **Consultations:**

Director, Public Works  
Managers, Roads Operations (West A)  
Supervisors, Public Works

## **Attachments:**

Appendix A – Report RD2024-008 - By-Law 2017-151 - A By-law to Regulate Access to Municipal Right of Ways in the City of Kawartha Lakes



Report RD2024-008

Appendix B – Untied Counties of Prescott and Russell By-law 2023-21



United Counties of  
Prescott and Russell

Appendix C – City of Greater Sudbury By-law 2011-220



City of Greater  
Sudbury By-law 201:

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**Department Head:** Bryan Robinson

## Committee of the Whole Report

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**Report Number:** RD2024-008  
**Meeting Date:** June 4, 2024  
**Title:** By-Law 2017-151 - A By-law to Regulate Access to  
Municipal Right of Ways in the City of Kawartha Lakes  
**Description:** Council Review and Discussion of By-Law 2017-151  
**Author and Title:** Bryan Robinson, Director of Public Works

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### Recommendation(s):

**That** Report RD2024-008, **Review of By-Law 2017-151 - A By-law to Regulate Access to Municipal Right of Ways in the City of Kawartha Lakes**, be received; and

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

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

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

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

## **Background:**

As per a request from the Mayor and Council, Staff have brought forward the By-Law 2017-151 for review and consideration.

Report PW2017-008 presented a draft By-law to regulate entrances to Council for consideration on July 11, 2017. Council passed Resolution CR2017-630 to implement the By-law as written as well as to amend the Consolidated Fees By-law to impose consistent fees for entrances. An entrance permit fee and requirement to provide a deposit for constructing or altering an entrance was emplaced per CR2017-630.

The rationale included in the 2017 report is as follows:

“Staff drafted this proposed By-Law through extensive collaboration and cooperation from various stakeholders within the City including Engineering, Planning, Building, By-Law and Public Works. The draft By-Law has been through several iterations and consensus has been reached with the version proposed to Council.

Providing a process to review and regulate access to the right of way is essential to ensuring safety and proper use of the right of way. Through providing Owners and Contractor with a clear and concise process, customer service will be improved. Having a citywide By-Law will avoid confusion and ensure the City’s liability related to entrances will be mitigated.

Staff created supporting documentation for the By-Law including a general information sheet for Owners and Contractors and a permit application form. These documents will not form part of the By-Law. The forms and information will be managed by Staff and updated as necessary, not to change the requirements of the By-Law.”

It is important to note that although driveways only benefit the property the entrance enters onto, the portion of the driveway from the property line to the edge of the road remains City property. As the By-law is currently written, maintenance of the entrance remains the responsibility of the property owner, but the City remains responsible for the culvert, if applicable.

## **Rationale:**

The request to bring the By-law forward enables discussion about the deposits currently required and for Staff to pose additional items for Council consideration that were already in plan.

### Permit and deposit:

Rationale for the City to issue permits and obtain deposits for alternation of an entrance includes:

- allowing the City to document the state of the entrance and provide direction for any required changes for safety reasons (headwalls in road allowance/grades/etc)
- allowing staff to assess the condition of storm infrastructure (culverts) and to replace such infrastructure if needed to prevent the need to cut into newly resurfaced driveways.
- allowing the City to ensure that the driveway complies with standards – Ie. driveway width, number of entrances on the property, the water curb stop is not located within the paved surface and the driveway is not over top of the sanitary lateral; and
- allowing staff to review the pre-construction condition of the road to assess if the contractor damaged the road during their operations.

Since 2017, information on entrances has been available on the City's website. The process has remained unchanged. Adherence to the By-law is mandatory. Where non-compliances are observed, Staff work with Municipal Law Enforcement to enforce the requirements.

### Entrance accountability / ownership:

The United Counties of Prescott Russell passed their entrance By-law in 2020. Within the By-law they have taken a slightly difference approach with logical rationale. Their By-law States:

"The cost of construction or alteration of all entrances or front yard ditch filling, including the construction of catch basins, curbs, gutters, sidewalks, islands, granular, pipes, vegetation or other necessary appurtenances shall be borne entirely by the applicant"; and

“Property owners having access to a County Road are solely responsible for the maintenance and replacement of the access including but not limited to the removal of snow and ice, shoulder gravel and winter sand, keeping the portion of the access within the right-of-way in a safe condition for vehicular traffic. Such property owner shall ensure the replacement of all portions of the access as and when necessary. A culvert pipe or any other structure installed under the terms of this by-law shall be the property of the property owner and all subsequent maintenance, repairs, alterations, replacements, etc., shall be the responsibility of the property owner.”

The rationale for the By-law is that the property owner is the sole beneficiary of the entrance and therefore should be responsible for all aspects of the entrance.

Currently within the City of Kawartha Lakes’ By-law, the initial installation of the entrance is the responsibility of the property owner. The City then assumes responsibility for the culvert (maintenance and replacement), but the owner retains responsibility for the entrance and surface (maintenance and replacement).

Alternatives for potential direction from Council to consider these items is provided in the “Other Alternatives Considered” section of this report.

### **Other Alternatives Considered:**

There are two separate items Council could consider directing Staff to amend within the By-law.

#### Permit and deposit:

Council could opt to direct Staff to amend the By-law, reclassifying “driveway resurfacing” (removal and replacement of asphalt to match existing) as a “review only” process. This would still require homeowners to obtain an Entrance Permit per the existing By-law, enabling the necessary site reviews to take place, but there would no longer be a requirement for the refundable deposit. All other driveway modifications/alterations (new entrances, conversion from gravel to asphalt, widening, etc.) would still require a permit, plus a refundable deposit per the existing By-law. The Resolution would be:

That Staff be directed to bring forward a Report with draft amendments to the By-law 2017-151 (Entrance By-law) and By-law 2018-234 (Consolidated Fees By-law) for consideration to treat entrance resurfacing the same as ‘Review Only’.



Entrance accountability / ownership:

Council could opt to recognize that entrances only serve to benefit local property owners and as such could opt to make property owners responsible for the entire entrance infrastructure the same as the United Counties of Prescott Russell. If this is desired, the resolution would be:

That Staff be directed to bring forward a Report with draft amendment to By-law 2017-151 for consideration to recognize that benefitting property owner is responsible for all aspects of the entrance infrastructure.

**Alignment to Strategic Priorities**

This report aligns with the Strategic Plan as follows:

1. Good Government – Making appropriate and responsible By-laws to protect the greater good of the residents of the City is essential. The existing By-law not only protects the fiscal interests of the City's residents, but it ensures safety of the public and appropriate use of the municipal road allowance.

**Financial/Operation Impacts:**

There are no financial implications from receiving this report.

Should Council opt to provide direction as considered in the Alternatives section of the report, the following should be considered:

Permit and Deposit:

There are no immediate financial implications by removing the deposit requirement for entrance resurfacing projects. There is increased risk if an entrance is modified contrary to the issued permit because the City does not hold funds to influence correction of the issue at the applicant's expense. The City could end up expending tax payer funds to improve the entrance.

Entrance accountability / ownership:

Should Council opt to direct staff to modify the By-law to align with the United Counties of Prescott Russell, the City would realize substantial cost reduction over time. Within the 2024 budget, the allocation for culverts is \$1.527M. This budget is used to replace all culverts in the City that are under 1.2 metres in diameter, inclusive of driveway culverts and cross culverts. Although not tracked separately, it is estimated that 25%

(or \$382,000) of the budget is spent annually on driveway culverts. Directing Staff to amend the By-law would allow a reallocation of this resource to other critical activities.

Staff would support the implementation of both alternatives at once.

### **Consultations:**

Treasurer

### **Attachments:**

Appendix A – By-Law 2017-151



2017-151 Access to  
Municipal Right of \

Appendix B – Report PW2017-008



PW2017-008 Road  
Entrance Access By-l

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**Department Head:** Bryan Robinson

# **The Corporation of the United Counties of Prescott and Russell**

## **By-law 2023-21**

### **To regulate the use of the municipal right of way in the United Counties of Prescott and Russell.**

Whereas subsection 8(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, (the “Act”) provides that the powers of a municipality shall be interpreted broadly so as to confer broad authority on municipalities, a) To enable them to govern their affairs as they consider appropriate; and b) to enhance their ability to respond to municipal issues;

And whereas subsection 11(3) of the *Act* provides that the Corporation of the United Counties of Prescott and Russell may pass by-laws with respect to the use of its highway and matters concerning drainage;

And whereas subsection 391(1) of the *Act* provides that without limiting sections 9, 10 and 11, those sections authorise the Corporation of the United Counties of Prescott and Russell to impose fees or charges on person, for a) Services or activities provided or done by or on behalf of it; b) Costs payable by it for services or activities provided or done by or on behalf of any other municipality or any local board; and c) The use of its property including property under its control;

And whereas section 10 of Ontario regulation 584/06 under the *Act* authorises the Corporation of the United Counties of Prescott and Russell to impose fees and charges to recover the municipality’s reasonable costs for issuing permit with respect to telecommunications, electricity and gas services and activities to place the works on a municipal highway and to cut the pavement of or otherwise dig up a municipal highway for the works;

And whereas subsection 27(1) of the *Act* authorises the Corporation of the United Counties of Prescott and Russell to pass by-laws in respect of a highway under its jurisdiction;

And whereas Council deems it expedient to regulate the construction of entrances upon any County road forming part of the County roads’ system of the Corporation of the United Counties of Prescott and Russell;

And whereas Council deems it expedient to prohibit the obstruction of drainage ditches, watercourses and other water outlets within the Corporation of the United Counties of Prescott and Russell;

And whereas Council deems it desirable that criteria should be established to govern the installation of objects in, on, within or under roads, sidewalks and road allowances under the jurisdiction of the Corporation of the United Counties of Prescott and Russell.

**The Council of the Corporation of the United Counties of Prescott and Russell enacts as follows:**

**1. Definitions**

The following definitions apply to this By-law:

“Applicant” means any person, group or corporate body who applies to the Corporation for permission to construct an entrance or a front yard ditch filling;

“Commercial Entrance” means an entrance opening onto a County Road from a property used for commercial, industrial or institutional use or a combination thereof and includes residential properties such as apartments, townhouse developments and other multiple dwelling unit developments having common parking areas;

“Corporation” or “County” or “Counties” means the Corporation of the United Counties of Prescott and Russell;

“Built-up area” means a territory contiguous to a highway, where:

- a. the posted speed limit is 60 km/h or less; and
- b. not less than 50 per cent of the frontage upon one side of the highway for a distance of not less than 200 metres is occupied by dwellings, buildings used for business purposes, schools or churches; and
- c. not less than 50 percent of the frontage upon both sides of the highway for a distance of not less than 100 metres is occupied by dwellings, buildings used for business purposes, schools or churches, or
- d. not more than 250 metres of the highway separates any territory described in clause (b) or (c) from any other territory in clause (b) or (c).

“Director” means the Director of Public Works of the Corporation of the United Counties of Prescott and Russell appointed to administer and manage the provisions of this by-law and includes his authorized subordinates and assistants.

“Engineering investigation” means exploratory excavation, and the installation and use of boreholes and monitoring wells in the road

“Entrance” means any driveway, laneway, private road, entrance or other structure or facility constructed or used as a mean of access and/or egress to and/or from a highway under the jurisdiction of the Corporation, herein defined as a County Road;

“Excavation” means breaking, digging up, tearing up, tunneling, boring, coring, attaching to, cutting into or removing of any portion of the surface or subsurface of a road, including pavement, sidewalk, curbs, ditches, gutter or the boulevard;

“Farm Entrance” means an entrance opening onto a County Road from an active farm or other agricultural use, primarily for access to barns and outbuildings;

“Field Entrance for crop harvesting” means an opening onto a County Road from a field forming part of a farm. It shall be used only for the purpose of harvesting crops, but not for access to buildings of any type and not for the passage of animals;

“Final Acceptance” means the date that the reinstated Road Cut is finally re-inspected pursuant to section 14 of this By-law.

“Front yard ditch filling” means the tiling and covering or filling in, of a County roadside ditch, in front, on the side or in the rear of the property for the purpose of improving a lawn or other frontage, sideyard or backyard;

“Hard surface” means any portion of the road including but not limited to the pavement layer(s), concrete layer(s), road base, road sub-base, gravel surface, road shoulder, shoulder rounding, sidewalks, multi-use pathway, curb and any other paved, concrete or gravel surfaces within the ROW.

“Municipal Consent” or “MC” means the written consent of the Counties, with or without conditions, to allow a public utility service to perform work within the Road right of way.

“Permit Holder” means the Person to whom a Permit is issued and includes an authorised owner, a property owner, an individual, an association, a partnership or a corporation or any other agents or contractor carrying out any works within the right-of-way.

“Preliminary Acceptance” means the date that the completed Road Cut works are initially inspect by the Counties, subject to the Final Acceptance inspection

“Public Entrance” means an entrance opening onto a County road from a public road, street or highway or other thoroughfare, maintained by a municipality or other authority;

“Public utility service” means any telecommunications, electricity and gas services company and shall include an individual, an association, a partnership or a corporation or any other agents, contractor subcontractors carrying out any works for the company.

“Residential Entrance” means an entrance opening onto a County Road from one or more residential dwelling units where there is no common parking area;

“Right-of-way” or “ROW” means a common and public highway, street, avenue, parkway, driveway, square, place, bridge, viaduct or trestle, any part of which is intended for or used by the general public for the passage of vehicles and pedestrians and includes the area between the lateral property lines thereof all of which are under the jurisdiction of the Corporation.

“Road” means a road allowance and includes all lands and structures contained within the outer limits of the allowance including grassed areas, ditches, curbs, gutters, sidewalks and other structures and includes a “Highway” as defined under the Highway Traffic Act (Ontario) which is under the jurisdiction of the Counties;

“Road Cut” means a surface or subsurface cut in any part of a Road made by any means, including any excavation, reconstruction, cutting, saw cutting, overlaying, crack sealing, breaking, boring, jacking or tunneling operations;

Security” means cash, certified cheque, letter of credit or bearer bonds approved by the Corporation of the United Counties of Prescott and Russell;

“Service Station” means a place where fuel is sold for road vehicles.

“Temporary Entrance” means an entrance that will be used for a limited period of time to permit construction or other short-term access.

“Temporary road occupation” means the temporary occupation of any portion of a road, including events in right-of-way, for the placing or operation of any machinery, vehicles, storage containers, waste bins, materials, mobile cranes, construction safety fencing, overhead construction safety fencing, temporary/mobile construction office trailers, hoists and platforms, crane booms extending from other land into the airspace over a road.

“Work” means, but is not limited to, any temporary road occupation, road cut, excavation, engineering investigation, installation, removal, construction, maintenance, repair, replacement, relocation, adjustment, breaking up, disturbance or alteration of equipment within a road.

## **2. Entrances and private access**

### **2.1. Application**

- 2.1.1. No person, group or corporate body shall undertake to construct, alter or change an entrance or the use of an entrance or shall proceed with the filling or alteration of a front yard ditch adjacent to a County Road, until he has obtained a permit issued from the Corporation and paid the prescribed fees, if any, as per the Fees and Charges By-law.

- 2.1.2. Each application for a permit shall be made on the form provided by the Director and shall be accompanied by proof of ownership of the subject property or any other requested documents satisfactory to the Director.
- 2.1.3. The installation permit shall be issued on behalf of the Corporation by the Director subject to the terms and conditions provided herein and shall be valid only upon the completion of the terms and conditions contained therein.
- 2.1.4. The cost of construction or alteration of all entrances or front yard ditch filling, including the construction of catch basins, curbs, gutters, sidewalks, islands, granular, pipes, vegetation or other necessary appurtenances shall be borne entirely by the permit holder as per the general requirement identified in Schedule D, County standards and to the satisfaction of the Director.
- 2.1.5. Every application for a permit shall be subject to a fee and security deposit, as set out in the Fees and Charges By-law. No permit shall be issued until the required security has been deposited and the fee has been paid. No fee paid for a permit shall be refunded. If the Director is satisfied that all the requirements of the permits have been met, the applicant's security deposit will be returned. In the event that a permit is not approved by the County for issuance, the security deposit is refundable. Where the Counties are aware that an application will automatically be denied and the intention of the application is to appeal the decision (e.g. following pre-consultation with the Public Works Department) the security deposit will not be required until the appeal decision is granted as per subsection 2.6 of this by-law.
- 2.1.6. Where the applicant wishes to construct an entrance and/or a front yard ditch filling, the Director shall determine the size, location and mode of construction of the culvert, bridge, pipe or other structure to be used in the construction of an entrance and/or front yard ditch filling and he shall state these requirements and any other special provisions he deems necessary on the permit issued to the applicant.
- 2.1.7. No person shall obstruct any ditch, drain, watercourse or culvert either situated on or adjacent to a County road or any ditch, drain, watercourse or culvert providing an outlet for water discharged from a County Road.
- 2.1.8. Each entrance or front yard ditch filling onto a County Road must be designed, constructed and maintained in a manner that will prevent surface water from adjoining properties being discharged via the entrance onto the travelled portion of the County Road.

## **2.2. Restriction regarding location of entrances**

- 2.2.1. For Residential Entrance, where an alternate means of access is available, either by connection to the lower tier road system, lower traffic volume County Road, lower County Road classification, private road, fire route or a joint mutual entrance, direct access onto the County Road system, higher traffic volume County Road or higher County Road classification will be denied.
- 2.2.2. For Commercial Entrance, where an alternate means of access is available, either by connection to the lower tier road system, lower traffic volume County Road, lower County Road classification, private road, fire route or a joint mutual entrance, direct access onto the County Road system, higher traffic volume County Road or higher County Road classification will be denied unless the Director, in its sole discretion, deems a secondary Commercial Entrance appropriate for the property. In this case, the entrance shall be:
  - 2.2.2.1. Designed and constructed, to the satisfaction of the Director, to physically restrict the movements at the access point (e.g. Right in/Right with concrete centreline median) with adequate entrance spacing; or
  - 2.2.2.2. Designed and constructed, to the satisfaction of the Director, as a single lane narrow exit only (right-out) with:
    - a. proper geometric features (e.g. curbs constructed to restrict access) or physical restrictions (e.g. automatic operable gates);
    - b. adequate entrance spacing; and
    - c. which in the opinion of the Director will not be hazardous and will maintain a high level of service for through-traffic.
- 2.2.3. Each application for a permit shall be made on the form provided by the Director.
- 2.2.4. An entrance will not be permitted in a location that in the opinion of the Director would cause a traffic hazard.
- 2.2.5. A new Residential Entrance, Farm Entrance, Field Entrance or Field Entrance for crop harvesting will only be permitted if it meets all of the minimum requirements listed in Schedule B.
- 2.2.6. A new Commercial Entrance will only be permitted if it meets all of the minimum requirements listed in Schedule B.
- 2.2.7. Unless otherwise specifically indicated in this By-law, a maximum of one entrance may be approved for each existing lot. A second entrance shall not be



permitted unless it is an auxiliary Field entrance, an auxiliary Farm entrance or an auxiliary Field entrance for crop harvesting used solely for agricultural purposes or is replacing an existing entrance which is not an auxiliary field entrance and meets all of the requirements listed in Schedule B.

2.2.8. A maximum of two commercial entrances per lot may be approved for

2.2.8.1. A Service Station where it can be demonstrated that the size, shape or area of the lot is not suitable to accommodate proper vehicle manoeuvring; or

2.2.8.2. Other large commercial developments which respects the entrance specifications described in this By-law where the Director, in its sole discretion, deems a secondary Commercial Entrance appropriate for the property.

2.2.9. A maximum of two entrances per lot may be approved where a lot is separated by a physical barrier (e.g. river, creek, stream, municipal drain).

2.2.10. When located within an urban residential or built-up area, a maximum of two entrances per lot may be approved to provide access for a semi-detached dwelling.

2.2.11. A maximum of two existing entrances per existing lot or severed lot and/or retained lot may be permitted to remain on a County Road however the Director, in its sole discretion, reserves the right to eliminate one of the two existing entrances as required in order to comply with the provisions of this By-law and the owner shall be required to apply for a permit to remove such entrance.

2.2.12. No new (additional) entrance permits shall be granted to existing lots which have an existing approved entrance whether shared or otherwise onto a County Road. Should an existing lot have more than one existing entrance, the Director, in its sole discretion, reserves the right to eliminate as many entrances as required in order to comply with the provisions of this By-law and the owner shall be required to apply for a permit to remove such entrance(s).

2.2.13. Unless for a lot severance in relation to a farm lot surplus, no new entrance for existing lot or severed and/or retained lot shall be permitted on a County Road where the average minimum spacing is less than those established in Schedule B.

2.2.14. Where it is not possible to meet a minimum spacing between adjacent entrances as noted in this by-law, a shared mutual entrance may be granted. A shared mutual entrance shall straddle the shared mutual property line between the two

land parcels. If a property cannot be serviced by a shared mutual entrance, approval of an entrance will be denied.

- 2.2.15. A new entrance may be permitted for an existing lot where no entrance has previously been provided, subject to the provisions of this By-Law.
- 2.2.16. A new entrance may be permitted where such a new entrance would replace an existing entrance and would establish superior entrance standards over existing conditions.
- 2.2.17. When an entrance is to be changed or altered or where the property is used for any purpose other than its original use, a permit shall be required and the installation must comply and be subject to all of the provisions set out in this by-law including but not limited to the standards established in Schedule B.

### **2.3. Maintenance**

- 2.3.1. Property owners having access to a County Road are solely responsible for the maintenance and replacement of the access including but not limited to the removal of snow and ice, shoulder gravel and winter sand, keeping the portion of the access within the right-of-way in a safe condition for vehicular traffic. Such property owner shall ensure the replacement of all portions of the access as and when necessary. A culvert pipe or any other structure installed under the terms of this by-law shall be the property of the property owner and all subsequent maintenance, repairs, alterations, replacements, etc., shall be the responsibility of the property owner.
- 2.3.2. Any existing entrance or any entrance installed under the terms of this by-law shall be the property of the property owner upon acceptance of the work and all subsequent maintenance, repairs, alterations, replacements, surface repairs etc., shall be the responsibility of the property owner. The applicant or his successor shall maintain and replace from time to time, as required, any works installed under the provisions of this By-Law and installed prior to the passing of this By-Law.
- 2.3.3. Any existing front yard ditch filling or any front yard ditch filling installed under the terms of this by-law shall be the property of the property owner upon acceptance of the work and all subsequent maintenance, repairs, alterations, surface repairs etc., shall be the responsibility of the property owner. The property owner shall maintain and replace from time to time, as required, any works installed under the provisions of this By-Law and works installed prior to the passing of this By-Law.
- 2.3.4. Head walls, retaining walls or structures (ie pillars, timber/railway tie/ block/ stone/ brick walls or any other type of material) at culverts shall not be permitted

within the County road allowance. These shall be removed by the applicant upon written direction issued by the Director. The Public Works Department shall not be responsible for replacing any structures connected with any entrance while doing any maintenance work within the road allowance.

- 2.3.5. Curbing shall be permitted for commercial and/or urban entrances provided it conforms to the Ontario Provincial Standard Drawings, Specifications and/or the County Standards and to the satisfaction of the County.
- 2.3.6. Where an existing entrance is affected solely by the reconstruction of a County Road or the reconstruction or cleaning of a ditch, the County shall reinstate, at the County's cost, the affected entrance only when the reconstruction of the entrance or the cleaning or reconstruction of the ditch is required by the County or for the Counties purposes. County shall reinstate the surface with asphalt or gravel. The property owner shall be responsible for the reinstatement of any other type of material on the surface. Any original materials of construction salvaged, shall remain the property of the County.
- 2.3.7. The County shall maintain the authority to relocate/close any entrance that does not comply with any section of the by-law.
- 2.3.8. Where an existing entrance is affected by a road construction, modification or improvement project, the County shall maintain the authority to relocate any entrance, at the County's costs, where it is cost effective for the County and/or for safety reasons.
- 2.3.9. Where a property is affected by a road construction, modification or improvement project and where there is more than one entrance for the lot being affected, the County shall maintain the authority to close any entrance with the exception of one entrance, at the County's costs.

## **2.4. Temporary Entrance**

- 2.4.1. Notwithstanding the provisions of this by-law, Temporary Entrances may be permitted by the Director. The Director shall specify the mode of construction, establish the standards and specifications of construction and establish the time period the Temporary Entrance shall be permitted to exist.
- 2.4.2. If at the end of the specified time period for which a Temporary Entrance installation permit was issued, the said permit is not renewed by the Director, or the structure of the entrance removed, the applicant to which the permit was issued shall be deemed to be causing an obstruction and the provisions of this by-law shall be applied.

## **2.5. Time Limit**

- 2.5.1. The construction of an entrance or a front yard ditch filling, in accordance with the specifications established in this By-Law, shall be completed within six (6) months from the date of issuance of the installation permit. The Director may, upon application, renew or extend any permit issued under this By-Law, at no charge to the applicant, if it is deemed appropriate by the Director, in his sole discretion.
- 2.5.2. The County reserves the right to refuse approval of any application or remove an existing entrance should it be determined that any one of the objectives or requirements of the By-Law is or will be compromised as determined at the sole discretion of the Director.

## **2.6. Appeal of refusal of entrance**

- 2.6.1. Entrance applications that do not conform to this by-law shall be denied and the applicant shall be so informed in writing within five days of the Director's decision. The applicant's security deposit, if received by the Counties at the time of the application as per the Fees and Charges By-law, will be retained by the Counties for a period of sixty (60) calendar days following the application refusal, unless the applicant confirms by writing that he will not be proceeding with an appeal to a decision. If no application for an appeal is made to the Director after sixty (60) calendar days, the Counties will release the deposit. A person who wishes to appeal a decision of the Director made pursuant to this by-law may appeal the Director's decision in accordance with the following:
  - 2.6.1.1. An application for an appeal shall be made to the Director within sixty (60) calendar days of the date of the denied application letter and shall be accompanied by a non-refundable administrative fee as specified in the Fees and Charges By-law for each denied application under the provisions of this by-law;
  - 2.6.1.2. County Council (or a Committee to whom this function has been delegated) shall, within a reasonable time after receiving an application for an appeal, hold a hearing at a place and time determined by County Council (or the applicable committee) in order to allow the applicant an opportunity to make representations. A written summary of the applicant's presentation to the Committee or Council must be submitted to the Director no less than ten business days before the date of the hearing. The applicant's summary shall be distributed to County Council (or the applicable committee). The applicant's verbal presentation to County Council (or the applicable committee) shall be no longer than ten minutes.

- 2.6.1.3. Should the applicant's appeal be granted, the applicant security deposit will be retained and the permit fee as per the Fees and Charges By-law shall not apply if already paid in the original application. If no security deposit was deposited with the application, the applicant must provide the security deposit as specified in the Fees and Charges By-law in order to receive the permit.
- 2.6.1.4. Should the applicant's appeal be denied, the permit fee as per the Fees and Charges By-law will not be refunded to the applicant. The security deposit will be returned if it was received by the Counties at the time of the application.

### **3. Work in right of way**

#### **3.1. Application**

- 3.1.1. No person, group, municipality, public utility service or corporate body shall undertake any work within the County Road right-of-way without first obtaining a permit issued from the Corporation.
- 3.1.2. Every application for a work in right-of-way permit shall be made to the Director on the prescribed form and no permit shall be issued until the required permit fees and security deposit, as prescribed in the Fees and Charges By-law, has been paid and deposited to the Corporation.
- 3.1.3. This By-law shall not apply so as to require a security deposit from a public utility service or a subcontractor acting on behalf of the public utility service in the Counties unless stated otherwise in the executed Municipal Access Agreement between the Corporation and the public utility service.
- 3.1.4. If a public utility service has obtained a Municipal Consent and paid the prescribed permit fees, the public utility service or its subcontractor executing the work will be required to obtain a work in right of way permit however will be relieved from the permit fees as set out in the Fees and Charges By-law.
- 3.1.5. If a public utility service or a permit holder has obtained a municipal consent or a permit and has not commenced construction of the approved work associated with a particular MC or permit within one (1) year of the date of issuance of the MC or permit and has not sought and received an extension to the MC or the permit from the Counties, which extension shall not be unreasonably withheld, the MC or permit shall be null and void. Furthermore, if onsite work has not commenced within ninety (90) days of issuance of the work in right-of-way permit in relation to a particular MC or permit, the public utility service or permit holder must notify the Counties two (2) weeks prior to starting the work. The Director may, upon application, renew or extend any permit issued under this By-Law, at no charge to the applicant, if he deems it expedient.

### **3.2. Reinstatement**

- 3.2.1. Every work in right of way shall be reinstated as per the County standards and to the satisfaction of the County.
- 3.2.2. The permit holder shall remain responsible for satisfactory performance of the reinstatement of the work in right of way for a period of two (2) calendar year following the date of the Preliminary Acceptance.
- 3.2.3. After the expiration of two (2) calendar years from the date of the Preliminary Acceptance, the reinstated work in right-of-way shall be re-inspected and, if not approved for Final Acceptance, the permit holder shall repair the deficiencies as stated by the Director, to the satisfaction of the Counties.

### **4. Event in right-of-way**

- 4.1.1. No person, group, municipality or corporate body shall undertake any event which requires the occupation and disruption of traffic within the right-of-way without first obtaining a permit issued from the Corporation and paid the prescribed fees, if any, as per the Fees and Charges By-law.
- 4.1.2. Each application for an event permit shall be made on the form provided by the Director and shall be accompanied by a letter of support or resolution from the local municipality supporting the event and/or any other requested documents satisfactory to the Director.

## **5. General**

### **5.1. Application**

- 5.1.1. Section 5 of this by-law applies to all work prescribed in this by-law.
- 5.1.2. All works described in this by-law shall conform and be completed as per the County standards and to the satisfaction of the County.

### **5.2. Remedial Action**

- 5.2.1. Every person who fails to comply with the requirements set out in this By-law, shall by the date specified within any notice by the County, take all necessary steps to comply. The notice shall contain:
  - 5.2.1.1. The municipal address and/or the legal description of the property on which the person fails to comply with the requirements set out in this By-law;
  - 5.2.1.2. A description of the By-law and/or the permit provisions that have not been complied with;

- 5.2.1.3. A statement that the works, entrance and/or front yard ditch filling must be brought into compliance with the provisions of this By-law and/or the conditions of the permit issued, if any, for the works, entrance and/or front yard ditch filling or to remove the works, entrance and/or front yard ditch filling within the time specified; and
- 5.2.1.4. A statement that if the notice is not complied with, the County may do the work at the expense of the applicant, permit holder or person failing to comply.
- 5.2.2. A notice issued under this by-law shall be served personally to the applicant, permit holder or the person failing to comply or by prepaid registered mail to the last known address of the applicant, permit holder or the person failing to comply.
- 5.2.3. In the event that an entrance or front yard ditch filling has not been constructed or installed in accordance with the Permit, it shall be reinstated or removed by the applicant, permit holder or the person failing to comply upon written notice issued by the County. Failure to do so will result in the reinstatement or removal by the County at the expense of the applicant, permit holder or person failing to comply and the cost thereof shall be deducted from the security deposit held by the Counties, if any, and the applicant, permit holder or person failing to comply shall be liable to the Counties for any shortfall.
- 5.2.4. Any person found to be obstructing a drain, ditch, watercourse or culvert, shall, when requested, verbally or by written notice, by the Director to do so, remove the obstruction within such time as is reasonable having regards to all circumstances but, in any event, if for an emergency, within twenty-four (24) hours. Failure to do so will result in the removal of the obstruction by the County at the expense of the permit holder or the person failing to comply.
- 5.2.5. In the event that a person fails to comply with the notice provided by the County, the County may do the work at the expense of the applicant, permit holder or the person failing to comply.
- 5.2.6. In the event of unsatisfactory performance by the reinstated work in right-of- way during the two (2) year period following Preliminary Acceptance or of unsatisfactory condition on final inspection, the permit holder shall be notified of remedial works required and if such required work has not been satisfactorily completed within five (5) working days from notification, the Director shall have the required work completed at the applicant, permit holder's or person failing to comply sole expense, and the cost thereof shall be deducted from the security deposit held by the Counties, if any, and the applicant, permit holder or person failing to comply shall be liable to the Counties for any shortfall.

- 5.2.7. Any costs incurred by the County pursuant to Section 5 of this by-law which are in excess of the amount deposited at the time of the permit, if any, shall be paid by the applicant, permit holder or the person failing to comply to the County within thirty (30) days of the mailing of an invoice by the County addressed to the applicant, permit holder or the person failing to comply at its last known address for such amount in excess. Pursuant to Section 446(3) of the *Municipal Act, 2001*, S.O. 2001, c.25, any costs incurred by the County under this clause may be recovered in like manner and with the same priority as municipal taxes, through a request by the County to the applicable local municipality.

### **5.3. Exception**

- 5.3.1. This By-Law shall not apply so as to require a permit fee and a security deposit from any local municipality, in the Counties nor to any railway incorporated under the laws of Canada.

### **5.4. Notice for temporary closing of a highway**

- 5.4.1. Prior to any work in the right of way which will result in the complete closing of the Road to traffic during any part of a day, the applicant or the permit holder shall comply and respect the Temporary closing of a highway Section pursuant to the Corporation's By-law that temporarily authorize lower rate of speeds, construction zones, stop signs and road closure and to temporarily prohibit heavy trucks on County roads, as amended.

### **5.5. Traffic Control Plan**

- 5.5.1. Prior to any work in the right-of-way the applicant or permit holder shall hire a "competent person" as defined under the Occupational Health and Safety Act and shall submit a Traffic Control Plan as per the Ontario Traffic Manual Book 7, as amended, to the Director, which Traffic Control Plan must be approved in writing prior to proceeding with any work.

### **5.6. Insurance**

- 5.6.1. If the Corporation has deemed the work carried out to be non-specialized and approved the undertaking party and permit holder to be the landowner(s) they shall provide and maintain for the duration of the project a Habitational Insurance policy specified in Section 1 of Schedule A of this by-law.

If the Corporation has deemed the work carried out to be non-specialized and identified an exposure to third parties yet conditionally approved the undertaking party and permit holder to be the landowner(s) they shall provide and maintain for the duration of the project a Commercial General Liability Insurance policy specified in Section 2 of Schedule A of this by-law.

If the Corporation has deemed or been advised that the work carried out to be by a "competent person" as defined under the Occupational Health and Safety Act



the “competent person” shall provide and maintain for the duration of the project applicable insurance policies as set out in Section C of Schedule A of this by-law.

- 5.6.2. For work in right-of-way permit, the insurance coverage referred to above shall be maintained for three (3) years following the date of Preliminary Acceptance.

## **5.7. Indemnification**

- 5.7.1. The permit holder shall defend, indemnify and save harmless the Corporation, their elected officials, officers, and employees from and against any and all claims, actions, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury or to damage or destruction of tangible property including loss of revenue arising out of or allegedly attributable to the negligence, acts, errors, omissions, execution, failure to execute, improper workmanship from any and all work authorized by this by-law, whether willful or otherwise, on the part of the permit holder, their officers, agents, employees, volunteers, guests, invitees, contractors, subcontractors or others who the applicant is legally responsible. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the permit holder in accordance with this by-law.

## **5.8. Responsibility for claims**

- 5.8.1. A permit holder shall be responsible for all loss or damages arising directly or indirectly from the work done by or for the permit holder.
- 5.8.2. Where a road or public utility within the right-of-way has been damaged by a permit holder, the reinstatement of such damaged infrastructure shall be completed in conformance to the Corporation or subject public utility standards.

## **5.9. Offence and Penalty Provisions**

- 5.9.1. Any person who contravenes the provisions of this by-law may be guilty of an offence and, is subject to a fine under the applicable legislation.

## **5.10. Repeal**

- 5.10.1. By-law Numbers 2013-26, 2021-19 and 2021-42 are hereby repealed.

By-law read a first, second, and third time, and passed on May 24, 2023.

**Normand G Riopel**

Signé avec CertifiO (24/05/2023)  
Vérifiez avec verifio.com ou Adobe Reader.



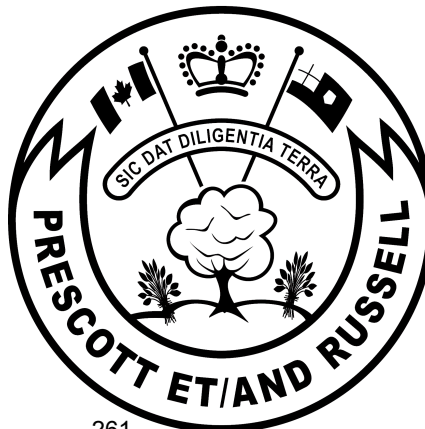
Normand Riopel, Warden

**Mélissa-Claire Cadieux**

Signé avec CertifiO (24/05/2023)  
Vérifiez avec verifio.com ou Adobe Reader.



Mélissa Cadieux, Clerk



## **Schedule A to By-law 2023-21**

### **Section 1 - Minimum insurance requirements for entrance and front yard ditch filling for landowner(s)**

The landowner(s), at the application process and prior to the commencement of work, shall provide and maintain for the duration of the project, a Habitational Insurance policy with a liability limit of not less than \$2,000,000 per occurrence.

Prior to commencement of work, the landowner shall provide to the Counties with a copy of their policy or confirmation by way of a certificate of insurance confirming the aforementioned insurance. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the Counties.

### **Section 2 - Minimum insurance requirements for entrance and front yard ditch filling for landowner(s) if County identified an exposure**

#### **Commercial General Liability Insurance**

Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$2,000,000. per occurrence / \$2,000,000. annual aggregate for any negligent acts or omissions by the landowner(s) relating to their obligations under this provision. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; broad form completed operations; owners & contractors protective; occurrence property damage; products; volunteers as Additional Insured(s); contingent employers liability; tenants legal liability; cross liability and severability of interest clause

This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Counties.

#### **Automobile Liability Insurance**

Automobile liability insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than \$1,000,000. inclusive for each and every loss.

#### **Environmental Impairment Liability (if applicable)**

The landowner shall effect and maintain Environmental Impairment Liability with a limit of not less than \$1,000,000. Per Incident /Annual Aggregate. Coverage shall include Third Party Bodily Injury and Property Damage including on-site and off-site clean-up. If such insurance is issued on a claims made basis, such insurance shall be maintained for a period of two years subsequent to conclusion of services provided under this Agreement.

Prior to commencement of work, the landowner and / or permit holder shall provide to the Counties with a certificate of insurance or copies of the policies confirming the aforementioned insurance. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the Counties.

### **Section 3 - Minimum insurance requirements for any work in right-of-way when performed by a contractor**

#### **Commercial General Liability Insurance**

Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$5,000,000. per occurrence / \$5,000,000. annual aggregate for any negligent acts or omissions by the contractor while carrying out the work associated with the road permit. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; broad form completed operations; owners & contractors protective; occurrence property damage; products; employees as Additional Insured(s); contingent employers liability; tenants legal liability; cross liability and severability of interest clause.

Such insurance shall add the United Counties of Prescott Russell and the landowner and permit holder as Additional Insured with respect to the operations of the contractor. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Counties and/or landowner. The contractor shall indemnify and hold United Counties of Prescott Russell and the landowner harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence or acts or omissions whether willful or otherwise by the contractor, their officers, employees or other persons for whom they are legally responsible.

#### **Automobile Liability Insurance**

Automobile liability insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than \$2,000,000. inclusive for each and every loss.

#### **Environmental Impairment Liability (if applicable)**

The Contractor shall effect and maintain Environmental Impairment Liability with a limit of not less than \$2,000,000. Per Incident /Annual Aggregate. Coverage shall include Third Party Bodily Injury and Property Damage including on-site and off-site clean-up. Coverage shall not be limited to sudden and accidental and contain no exclusion for mould or microbial matter. If such insurance is issued on a claims made basis, such insurance shall be maintained for a period of two years subsequent to conclusion of services provided under this Agreement.

Such insurance shall add the United Counties of Prescott Russell and the landowner as Additional Insured with respect to the operations of the contractor. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Counties and/or landowner. The contractor shall indemnify and hold United Counties of Prescott Russell and the landowner harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence or acts or omissions whether willful or otherwise by the contractor, their officers, employees or other persons for whom they are legally responsible.

The above noted policies shall not be cancelled, altered or lapsed unless the Insurer notifies the Counties in writing at least thirty (30) days prior to the effective date of the change or cancellation.

Prior to commencement of work, the landowner and / or contractor shall furnish to the Counties with a certificate of insurance or copies of the policies confirming the aforementioned insurance. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the Counties.

## Schedule B to By-law 2023-21

### Minimum Requirements for location of entrances

(This Schedule does not apply for entranceways within the Township of East Hawkesbury)

| Classification of entrance                                 | Requirements                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Agricultural/ Farm / Field / or for harvesting crop</b> | <ul style="list-style-type: none"> <li>a) If a non-County public road allowance is not available to provide an entrance;</li> <li>b) If on a major collector or Arterial road as identified in the Counties Official Plan, not within 200 metres of any entrance on the same side of the road or/and from any intersection or/and from a public entrance;</li> <li>c) If on a minor collector as identified in the Counties Official Plan, not within 100 metres of any entrance on the same side of the road or/and from any intersection or/and from a public entrance;</li> <li>d) Not within 50 metres of upon or across a day lighting triangle, acceleration, deceleration or passing lane;</li> <li>e) Not within 50 meters of a structure such as bridges that may obstruct the vision of traffic using an adjacent entrance and traffic on the County Road approaching the entrance.</li> <li>f) The sight distance equals or exceeds the distances as contained in the Minimum Sight Distance Table (1) which is contained in the schedule appended hereto as Schedule C.</li> <li>g) A Farm Entrance or Field Entrance shall only be permitted for a property where the agricultural activity takes place over an area of five or more hectares or in such other circumstances deemed appropriate by the Director.</li> <li>h) The location of the entrance shall conform to the local municipality's entrance policy and/or by-law.</li> </ul> |
| <b>Rural Residential</b>                                   | <ul style="list-style-type: none"> <li>a) If a non-County public road allowance is not available to provide an entrance;</li> <li>b) If on a major collector or Arterial road as identified in the Counties Official Plan, not within 200 metres of any entrance on the same side of the road or/and from any intersection or/and from a public entrance;</li> <li>c) If on a minor collector as identified in the Counties Official Plan, not within 50 metres of any entrance on the same side of the road or/and from any intersection or/and from any public entrance with</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

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|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                         | <p>the exception of County Roads 4, 24, 26 and 10 east of St-Eugène where not within 45 metres of any entrance on the same side of the road;</p> <ul style="list-style-type: none"> <li>d) Not within 50 metres of upon or across a day lighting triangle, acceleration, deceleration or passing lane;</li> <li>e) Not within 50 meters of a structure such as bridges that may obstruct the vision of traffic using an adjacent entrance and traffic on the County Road approaching the entrance.</li> <li>f) The sight distance equals or exceeds the distances as contained in the Minimum Sight Distance Table (1) which is contained in the schedule appended hereto as Schedule C.</li> <li>g) The location of the entrance shall conform to the local municipality's entrance policy and/or by-law.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Rural Commercial</b> | <ul style="list-style-type: none"> <li>a) If a non-County public road allowance is not available to provide an entrance;</li> <li>b) If on a major collector or Arterial road as defined in the Counties Official Plan, not within 200 metres of any entrance on the same side of the road or/and from any intersection or/and from a public entrance;</li> <li>c) If on a minor collector as defined in the Counties Official Plan, not within 100 metres of any entrance on the same side of the road or/and from any intersection or/and from a public entrance;</li> <li>d) Not within 50 metres of upon or across a day lighting triangle, acceleration, deceleration or passing lane;</li> <li>e) Not within 50 meters of a structure such as bridges that may obstruct the vision of traffic using an adjacent entrance and traffic on the County Road approaching the entrance</li> <li>f) If the sight distance equals or exceeds the distances as contained in the Minimum Sight Distance Table (1) which is contained in the schedule appended hereto as Schedule C;</li> <li>g) If the sight distance equals or exceeds the distances as contained in the Minimum Sight Distance Table (2) which is contained in the schedule appended hereto as Schedule C;</li> <li>h) If the horizontal curvature of the County Road is greater than 500 metres;</li> <li>i) The County Road Grade is 3% or less.</li> <li>j) The location of the entrance shall conform to the local municipality's entrance policy and/or by-law.</li> </ul> |

|                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Urban Residential,<br/>Built-Up areas and<br/>Urban<br/>Agricultural/Farm/Field,<br/>and Urban Commercial</b></p> | <ul style="list-style-type: none"> <li>a) On urban road sections, in towns, villages, hamlets and settlement areas, one entrance per lot shall be permitted. The location of the entrance shall conform to the local municipality's entrance policy and/or by-law. In the absence of such a policy and/or by-law, the distance between adjacent Residential Entrances shall be no less than the distance between existing entrances on the urban road section.</li> <li>b) Unless otherwise specified under a local municipality's entrance policy and/or by-law, the distance between adjacent Residential Entrances shall not be applicable to entrances providing access to semi-detached dwellings.</li> <li>c) In built-up areas that are not designated as towns, villages, hamlets or settlement areas, Residential Entrances will be permitted only where the need for the entrance is as a result of "in-filling" and the mandatory road safety criteria are met. In any case only one entrance per lot shall be permitted.</li> <li>d) Non-agricultural entrances which extend the limits of existing urban or built-up areas shall not be permitted.</li> </ul> |
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Note: The most restrictive criteria will dictate if an entrance can be permitted and if so the location of the entrance

## Schedule C to By-law 2023-21

### Minimum Sight Distance

(This Schedule does not apply for entranceways within the Township of East Hawkesbury)

#### MINIMUM SIGHT DISTANCE TABLE (1) - RESIDENTIAL

| Speed Limit<br>km/h | Sight Distance for flat<br>grade less than 3%<br>(metres) | Sight Distance on a<br>grade of 3% or greater<br>(metres) |
|---------------------|-----------------------------------------------------------|-----------------------------------------------------------|
| 40                  | 45                                                        | 45                                                        |
| 50                  | 65                                                        | 65                                                        |
| 60                  | 85                                                        | 90                                                        |
| 70                  | 110                                                       | 120                                                       |
| 80                  | 140                                                       | 155                                                       |
| 90                  | 170                                                       | 190                                                       |
| 100                 | 200                                                       | 220                                                       |

#### MINIMUM SIGHT DISTANCE TABLE (2) – COMMERCIAL/AGRICULTURAL

| Speed Limit (km/h) | Sight Distance (metres) |
|--------------------|-------------------------|
| 50                 | 120                     |
| 60                 | 140                     |
| 70                 | 160                     |
| 80                 | 180                     |
| 90                 | 200                     |
| 100                | 230                     |



## **Schedule D to By-law 2023-21**

### **General requirements for entrance and front yard ditch filling**

The diameter, gauge, length and type of culvert to be used to convey surface water drainage either through an entrance or a front yard ditch filling shall be determined by the County with the minimum size of culverts to no less than 450 mm in diameter and 9 meters in length. A larger size culvert may be required depending on the contributing drainage area, as determined by the Director. Side slopes shall be no steeper than ratio of 2 (horizontal) to 1 (vertical).

Only new standard corrugated steel pipe with a minimum wall thickness of 1.6 mm for pipes size up to 1,200 mm or high-density polyethylene (HDPE) materials 320 kpa for entrances and 210 kpa for front yard ditch filling; approved by the Director shall be used. The wall thickness for corrugated steel pipes with a larger diameter than 1,200 mm shall be evaluated on a case by case basis.

Culverts shall be installed at the proper grade so as to provide free and unimpeded flow of water through the culverts. The culvert shall be centred on the entrance and in the ditch line unless otherwise approved by the Director. The invert of the culvert must be set plus or minus 150 mm below the existing ditch grade.

The entranceway construction will be substantially completed when the work has been completed in conformance with County Standards, to the satisfaction of the Director and when the surface of the entrance is covered with a minimum granular "A" thickness of 150mm for granular entrance or finished with pavement, pavers or concrete for other finish type of entrance.

The front yard ditch filling construction will be substantially completed when the work has been completed in conformance with County Standards, to the satisfaction of the Director and when the surface of the front yard ditch filling has been covered with topsoil and when grass has grown. A front yard fill application could be denied if it implies a connection to a cross-culvert inlet or outlet that would cause restrictions in the maintenance or replacement of that cross-culvert.

Except for semi-detached dwelling located within an urban or built-up area, Residential entrance surface width shall be no wider than 7 metres. A Residential entrance for a semi-detached dwelling located within an urban or built-up area shall be no wider than 6 metres however in this specific case two entrances may be combined to form a 12m wide entrance. Commercial entrances surface shall be no wider than 9 metres unless otherwise approved by the Director. Agricultural, Farm and Field entrances surface shall be no wider than 12 metres. Field entrance for crop harvesting shall be no wider than 27 meters.

The use of water tanks, barrels, concrete blocks, concrete pipe, used corrugated steel pipe or used plastic pipe shall not be permitted.

Applicants shall acknowledge that they may be required to submit a site grading plan depicting the existing topography and the proposed site grades, spot elevations, swales, cross-sections etc., at the discretion of the Director.

Applicants shall acknowledge that they may be required to install catch basins, clean-outs, inlet and other structures as may be necessary to facilitate drainage from or alongside the road, at their cost. Only new manufactured components (grills, tees, catch-basins, manholes, couplers, etc.) of the exact same type and size as the pipes shall be used for the construction of the front yard fill and entrance.

## **Schedule E to By-law 2023-21**

Please see attached UCPR standards drawings. The standard drawings may be amended from time to time at the discretion of the Director.

### Entrance standard drawings

UCPR ENT-01-EN

UCPR ENT-01-FR

### Front Yard Ditch Filling standard drawings

UCPR DF-01-EN

UCPR DF-01-FR

### Work in right-of-way reinstatement standard drawings

UCPR RC-01-EN

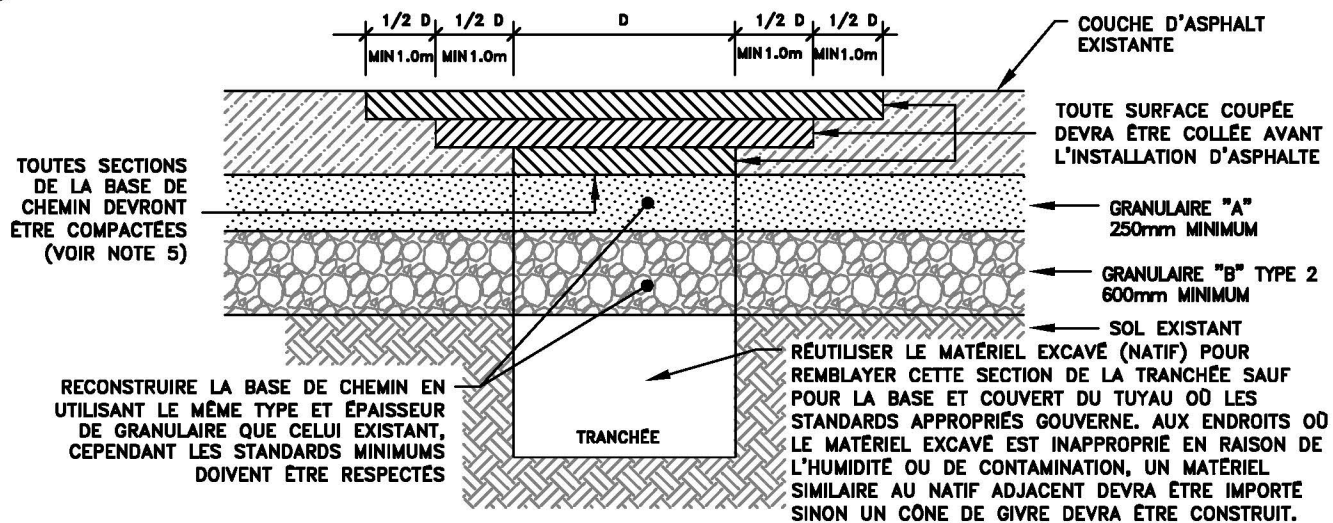
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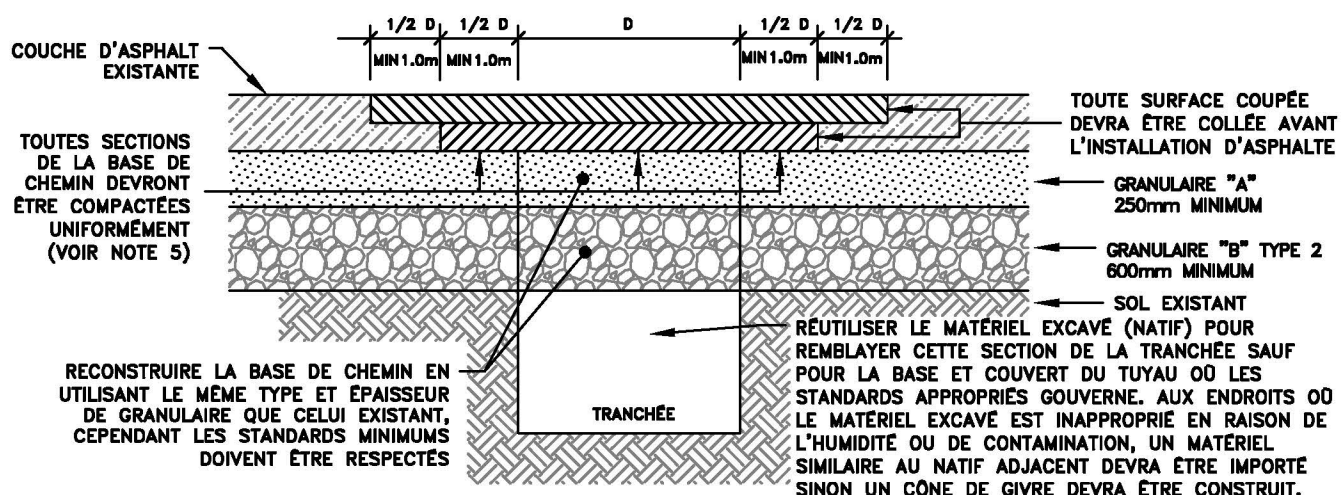
UCPR RC-02-FR

UCPR RC-03-EN

UCPR RC-03-FR



**DÉTAIL DE RECONSTRUCTION DU CHEMIN (3 ÉPAISSEURS) ÉPAISSEUR DU PAVÉ > 100mm**



**DÉTAIL DE RECONSTRUCTION DU CHEMIN (2 ÉPAISSEURS) 50mm < ÉPAISSEUR DU PAVÉ < 100mm**

**NOTES GÉNÉRALES:**

1. TOUT PÉRIMÈTRE DE LA COUPURE DE CHEMIN DEVRA ÊTRE SCIÉ OU BROYÉ. UN JOINT DE TRANSITION EST REQUIS.
2. TOUT ASPHALTE INSTALLÉ DEVRA ÊTRE DE TYPE HL-4 ET DEVRA ÊTRE CONFORME AU OPSS MUNI 1150.
3. L'ASPHALTE DE QUALITÉ SUPÉRIEURE (PGAC) DEVRA ÊTRE PGAC 58-34 COMME STIPULÉ DANS LE OPSS MUNI 1101.
4. CHAQUE COUCHE D'ASPHALTE NE DEVRA PAS DÉPASSER 50mm D'ÉPAISSEUR.
5. CHAQUE COUCHE D'ASPHALTE ET DE REMBLAIS DEVRA RENCONTRER LES STANDARDS DE COMPACTION DU OPSS MUNI 310 ET OPSS MUNI 501.
6. LA SURFACE DEVRA ÊTRE LISSE ET SANS FISSURES.
7. LORSQUE LE JOINT DE TRANSITION LONGITUDINAL DE LA COUPE DE CHEMIN NE PEUT RENCONTRER LA MESURE MINIMALE DE "1/2 D" COMME DÉMONTRER CI-DESSUS, LA RECONSTRUCTION DU PAVÉ DEVRA S'ARRÊTER À L'UNE DES LIMITES SUIVANTES: LIGNE DE BORDURE DE LA ROUTE, LIGNE MÉDIANE DU CHEMIN, L'ÉPAULEMENT EN GRAVIER OU LA BORDURE DE BÉTON SI APPLICABLE. SE RÉFÉRER AU DESSIN TECHNIQUE UCPR-RC-03-FR POUR PLUS DE DÉTAILS.
8. LORSQUE LE JOINT DE TRANSITION LONGITUDINAL DE LA COUPE DE CHEMIN NE REJOINT PAS LES LIMITES MINIMALES COMME DÉMONTRÉ SUR LE DESSIN TECHNIQUE UCPR-RC-03-FR, LA PORTION MANQUANTE POUR SATISFAIRE CELLES-CI DEVRA ÊTRE PARTIELLEMENT BROYÉE (50mm) ET RÉTABLIE AVEC LA COUCHE DE SURFACE FINALE.
9. LE DÉTENTEUR DU PERMIS EST RESPONSABLE DE LA PERFORMANCE ADÉQUATE DE LA ZONE AFFECTÉE PAR LA COUPURE DE CHEMIN À LA SATISFACTION DES COMTÉS POUR UNE PÉRIODE DE DEUX (2) ANS À PARTIR DE LA DATE D'ACCEPTATION PRÉLIMINAIRE DES TRAVAUX.

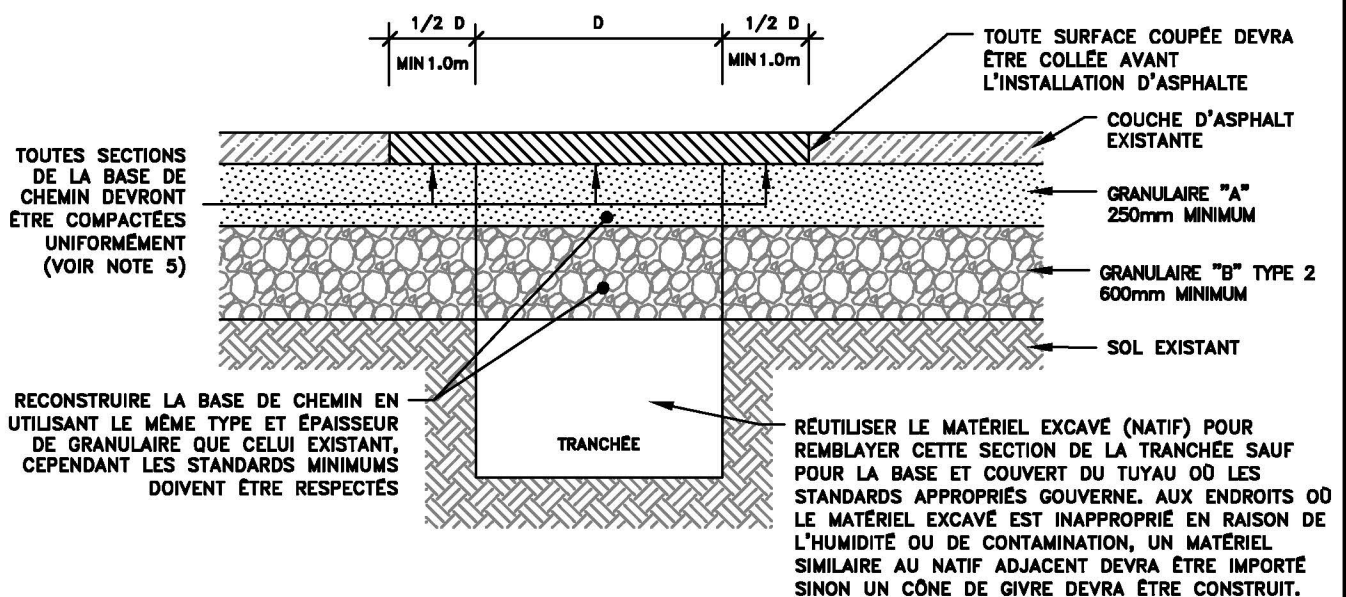
**Prescott**  
*Russell*

**STANDARD POUR COUPE DE  
CHEMIN  
( > 50mm ÉPAISSEUR DU PAVÉ )**

APPROUVÉ. PAR:  
Pier-Luc Mainville  
Ingénieur des Travaux Publics

DATE: Octobre 2021

DWG. No.:  
**UCPR RC-01-FR**



## DÉTAIL DE RECONSTRUCTION DU CHEMIN PAVÉ (1 ÉPAISSEUR)

### ÉPAISSEUR DU PAVÉ < 50mm

#### NOTES GÉNÉRALES:

1. TOUT PÉRIMÈTRE DE LA COUPURE DE CHEMIN DEVRA ÊTRE SCIÉ OU BROYÉ. UN JOINT DE TRANSITION EST REQUIS.
2. TOUT ASPHALTE INSTALLÉ DEVRA ÊTRE DE TYPE HL-4 ET DEVRA ÊTRE CONFORME AU OPSS MUNI 1150.
3. L'ASPHALTE DE QUALITÉ SUPÉRIEURE (PGAC) DEVRA ÊTRE PGAC 58-34 COMME STIPULÉ DANS LE OPSS MUNI 1101.
4. CHAQUE COUCHE D'ASPHALTE NE DEVRA PAS DÉPASSER 50mm D'ÉPAISSEUR.
5. CHAQUE COUCHE D'ASPHALTE ET DE REMBLAIS DEVRA RENCONTRER LES STANDARDS DE COMPACTION DU OPSS MUNI 310 ET OPSS MUNI 501.
6. LA SURFACE DEVRA ÊTRE LISSE ET SANS FISSURES.
7. LORSQUE LE JOINT DE TRANSITION LONGITUDINAL DE LA COUPE DE CHEMIN NE PEUT RENCONTRER LA MESURE MINIMALE DE "1/2 D" COMME DÉMONTRER CI-DESSUS, LA RECONSTRUCTION DU PAVÉ DEVRA S'ARRÊTER À L'UNE DES LIMITES SUIVANTES: LIGNE DE BORDURE DE LA ROUTE, LIGNE MÉDIANE DU CHEMIN, L'ÉPAULEMENT EN GRAVIER OU LA BORDURE DE BÉTON SI APPLICABLE. SE RÉFÉRER AU DESSIN TECHNIQUE UCPR-RC-03-FR POUR PLUS DE DÉTAILS.
8. LORSQUE LE JOINT DE TRANSITION LONGITUDINAL DE LA COUPE DE CHEMIN NE REJOINT PAS LES LIMITES MINIMALES COMME DÉMONTRÉ SUR LE DESSIN TECHNIQUE UCPR-RC-03-FR, LA PORTION MANQUANTE POUR SATISFAIRE CELLES-CI DEVRA ÊTRE PARTIELLEMENT BROYÉE (50mm) ET RÉTABLIE AVEC LA COUCHE DE SURFACE FINALE.
9. LE DÉTENTEUR DU PERMIS EST RESPONSABLE DE LA PERFORMANCE ADÉQUATE DE LA ZONE AFFECTÉE PAR LA COUPURE DE CHEMIN À LA SATISFACTION DES COMTÉS POUR UNE PÉRIODE DE DEUX (2) ANS À PARTIR DE LA DATE D'ACCEPTATION PRÉLIMINAIRE DES TRAVAUX.

**Prescott**  
*Russell*

**STANDARD POUR COUPE DE  
CHEMIN**  
(ÉPAISSEUR DU PAVÉ < 50mm)

APPROUVÉ. PAR:  
Pier-Luc Mainville  
Ingénieur des Travaux Publics

DATE: Octobre 2021

DWG. No.:  
**UCPR RC-02-FR**



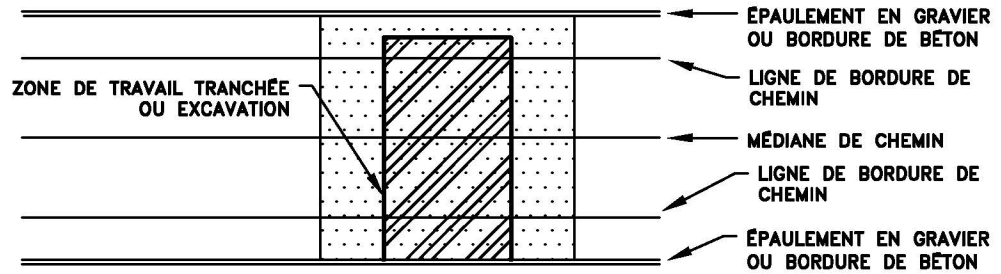
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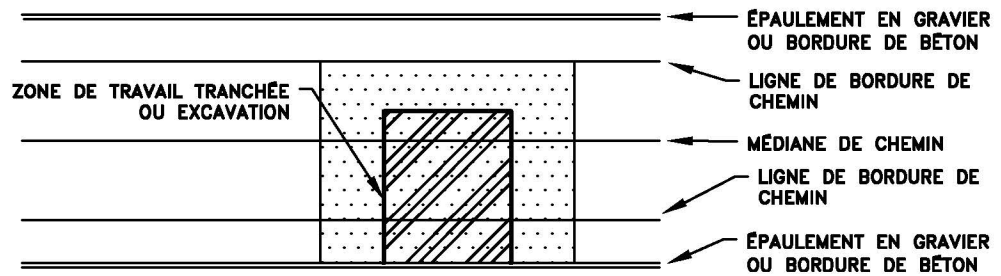
ZONE DE TRAVAIL



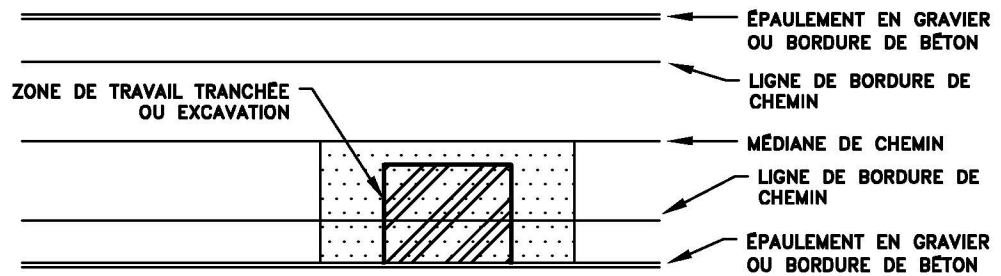
LIMITES MINIMALES DE RECONSTRUCTION



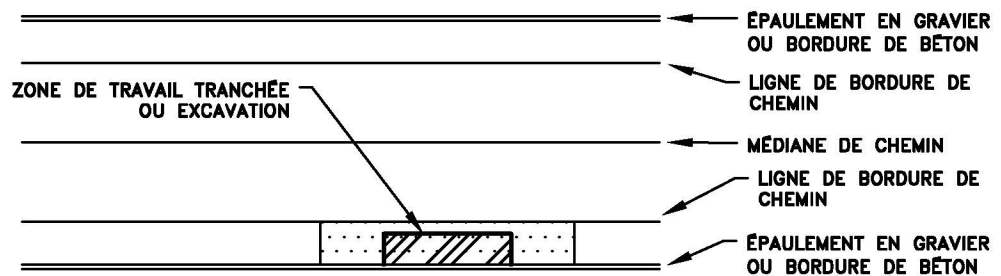
### RECONSTRUCTION D'ASPHALTE POUR ZONE DE TRAVAIL TRAVERSANT LA LIGNE DE BORDURE OPPOSÉ



### ONSTRUCTION D'ASPHALTE POUR ZONE DE TRAVAIL TRAVERSANT LA MÉDIANE DE CHEMIN



### RECONSTRUCTION D'ASPHALTE POUR ZONE DE TRAVAIL TRAVERSANT LA LIGNE DE BORDURE



### RECONSTRUCTION D'ASPHALTE POUR ZONE DE TRAVAIL ENTRE LA LIGNE DE BORDURE ET L'ÉPAULEMENT

## NOTES GÉNÉRALES:

1. TOUTE RECONSTRUCTION DEVRONT ÊTRE CONFORME AUX STANDARDS DES COMTÉS UNIS DE PRESCOTT ET RUSSELL UCPR RC-01 ET UCPR RC-02
2. LE PROPRIÉTAIRE DOIT S'INFORMER AUPRÈS DE TOUS LES SERVICES PUBLICS AFIN DE DÉTERMINER OÙ SONT ENFOUIS LEURS SERVICES ET SERA RESPONSABLE S'ILS SONT ENDOMMAGÉS LORS DE LA CONSTRUCTION.

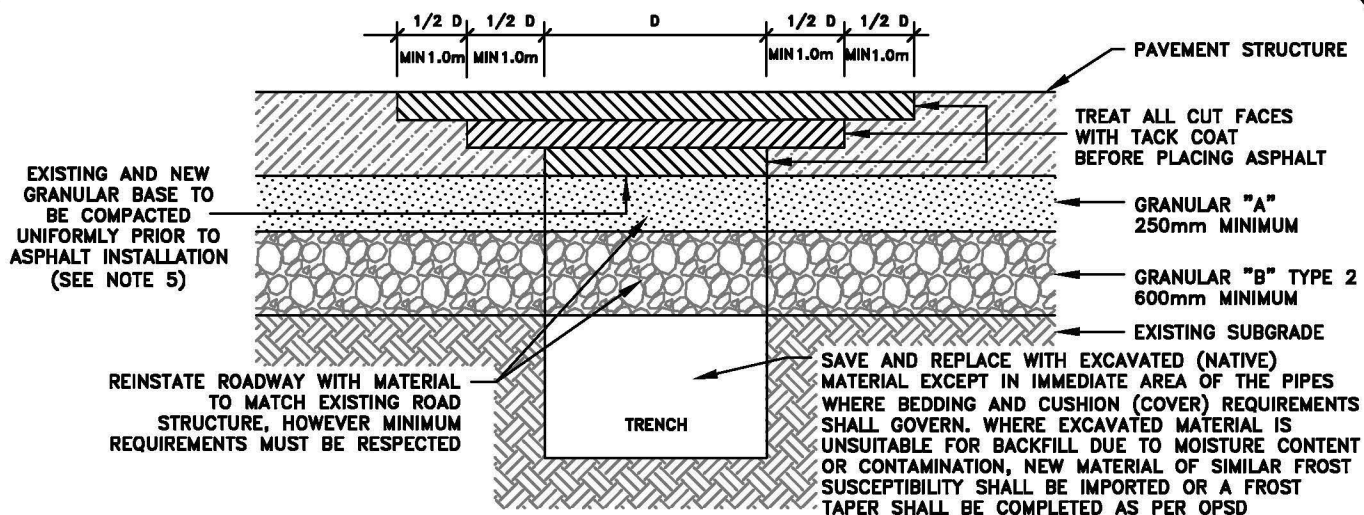
**Prescott**  
*Russell*

## STANDARD POUR COUPE DE CHEMIN (VUE EN PLAN)

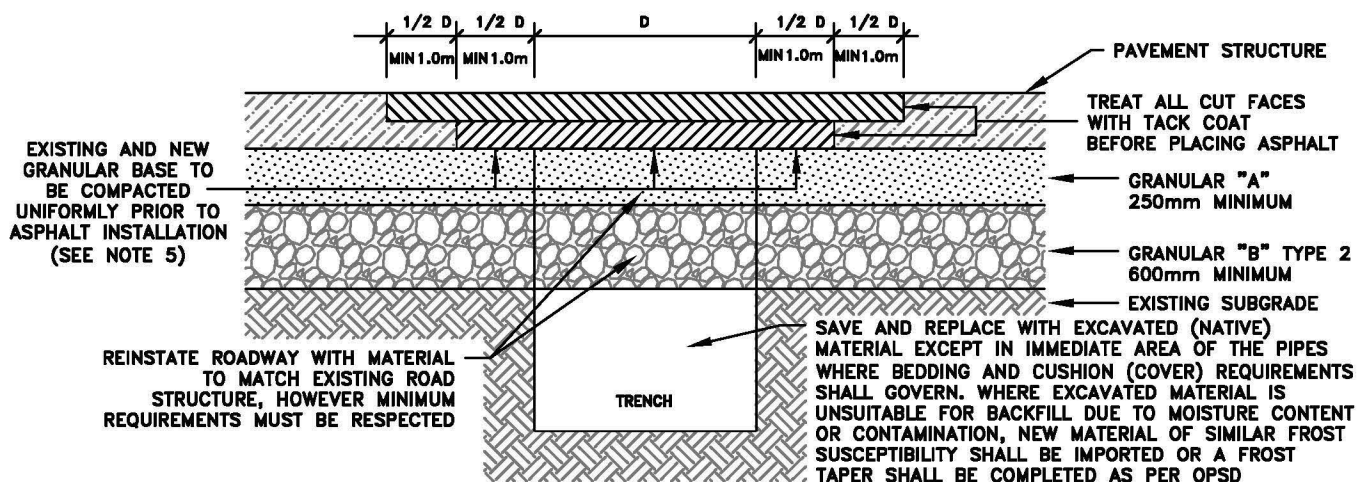
APPROUVÉ. PAR:  
Pier-Luc Mainville  
Ingénieur des Travaux Publics

DATE: Octobre 2021

DWG. No.: UCPR RC-03-FR



**HOT MIX ASPHALT PAVEMENT REINSTATEMENT SECTION DETAIL – PAVEMENT DEPTH > 100mm (3 LIFTS)**



**HOT MIX ASPHALT PAVEMENT REINSTATEMENT SECTION DETAIL – 50mm < PAVEMENT DEPTH < 100mm (2 LIFTS)**

**GENERAL NOTES:**

1. ALL ROAD CUT EDGES WITHIN THE EXISTING ASPHALT PAVEMENT SHALL BE SAW CUT OR GRINDED TO PROVIDE A UNIFORM JOINT.
2. HOT MIX ASPHALT SHALL BE HL-4 AND SHALL CONFORM TO OPSS MUNI 1150.
3. PERFORMANCE GRADED ASPHALT CEMENT SHALL BE PGAC 58-34 AS PER OPSS.MUNI.1101.
4. EACH LAYERS OF ASPHALT PAVEMENT SHALL NOT EXCEED 50mm IN THICKNESS.
5. EACH LAYERS OF ASPHALT PAVEMENT AND BACKFILL SHALL MEET THE OPSS MUNI 310 AND OPSS MUNI 501 COMPACTION REQUIREMENTS.
6. THE ASPHALT WEAR COURSE SHALL BE SMOOTH, UNIFORM AND FREE FROM HAIR CHECKING.
7. ALL ASPHALT PAVEMENT JOINTS ARE TO BE TACK COATED PRIOR TO INSTALLATION OF ASPHALT.
8. WHERE THE ROAD CUT LONGITUDINAL STEP JOINT CANNOT MEET THE REQUIRED  $\frac{1}{2} D$  AS SHOWN ABOVE, THE PAVEMENT REINSTATEMENT SHALL END AT EITHER THE EDGE LINE, THE CENTER LINE OR AT THE CURB / SHOULDER, AS APPLICABLE. REFER TO DRAWING UCPR RC-03-EN FOR DETAILS.
9. WHERE THE ROAD CUT LONGITUDINAL JOINT ( $\frac{1}{2} D$ ) DOESN'T EXTEND TO THE MINIMAL REINSTATEMENT LIMITS AS IDENTIFIED IN NOTE 8 AND ON DRAWING UCPR RC-03-EN, THE UNTOUCHED OR LEFT-OVER PORTION OF PAVEMENT TO REACH THE MINIMAL LIMITS SHALL BE GRINDED AND RE-PAVED AS PART OF THE WEAR COURSE.
10. THE PERMIT HOLDER IS RESPONSIBLE FOR THE SATISFACTORY PERFORMANCE OF THE ROAD CUT REINSTATEMENT FOR A PERIOD OF TWO (2) CALENDAR YEARS FOLLOWING THE PRELIMINARY ACCEPTANCE DATE.

**Prescott**  
*Russell*

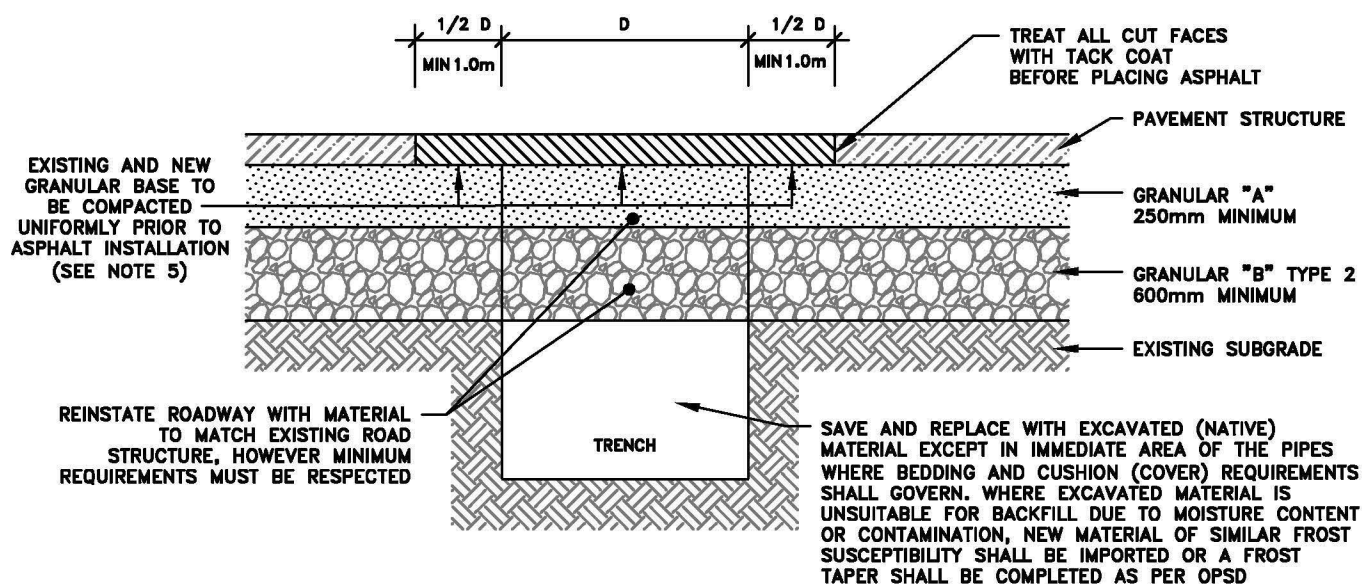
**STANDARD ROAD CUT  
PAVEMENT REINSTATEMENT  
(PAVEMENT DEPTH > 50mm)**

APPROVED BY:  
Pier-Luc Mainville  
Public Works Engineer

DATE: October 2021

DWG. No.:  
**UCPR RC-01-EN**





## HOT MIX ASPHALT PAVEMENT REINSTATEMENT SECTION DETAIL – PAVEMENT DEPTH < 50mm (1 LIFT)

### GENERAL NOTES:

1. ALL ROAD CUT EDGES WITHIN THE EXISTING ASPHALT PAVEMENT SHALL BE SAW CUT OR GRINDED TO PROVIDE A UNIFORM JOINT.
2. HOT MIX ASPHALT SHALL BE HL-4 AND SHALL CONFORM TO OPSS MUNI 1150.
3. PERFORMANCE GRADED ASPHALT CEMENT SHALL BE PGAC 58-34 AS PER OPSS.MUNI.1101.
4. EACH LAYERS OF ASPHALT PAVEMENT SHALL NOT EXCEED 50mm IN THICKNESS.
5. EACH LAYERS OF ASPHALT PAVEMENT AND BACKFILL SHALL MEET THE OPSS MUNI 310 AND OPSS MUNI 501 COMPACTION REQUIREMENTS.
6. THE ASPHALT WEAR COURSE SHALL BE SMOOTH, UNIFORM AND FREE FROM HAIR CHECKING.
7. ALL ASPHALT PAVEMENT JOINTS ARE TO BE TACK COATED PRIOR TO INSTALLATION OF ASPHALT.
8. WHERE THE ROAD CUT LONGITUDINAL STEP JOINT CANNOT MEET THE REQUIRED  $\frac{1}{2} D$  AS SHOWN ABOVE, THE PAVEMENT REINSTATEMENT SHALL END AT EITHER THE EDGE LINE, THE CENTER LINE OR AT THE CURB / SHOULDER, AS APPLICABLE. REFER TO DRAWING UCPR RC-03-EN FOR DETAILS.
9. WHERE THE ROAD CUT LONGITUDINAL JOINT ( $\frac{1}{2} D$ ) DOESN'T EXTEND TO THE MINIMAL REINSTATEMENT LIMITS AS IDENTIFIED IN NOTE 8 AND ON DRAWING UCPR RC-03-EN, THE UNTOUCHED OR LEFT-OVER PORTION OF PAVEMENT TO REACH THE MINIMAL LIMITS SHALL BE GRINDED AND RE-PAVED AS PART OF THE WEAR COURSE.
10. THE PERMIT HOLDER IS RESPONSIBLE FOR THE SATISFACTORY PERFORMANCE OF THE ROAD CUT REINSTATEMENT FOR A PERIOD OF TWO (2) CALENDAR YEARS FOLLOWING THE PRELIMINARY ACCEPTANCE DATE.

**Prescott**  
*Russell*

**STANDARD ROAD CUT  
PAVEMENT REINSTATEMENT  
(PAVEMENT DEPTH < 50mm)**

APPROVED. BY:

Pier-Luc Mainville  
Public Works Engineer

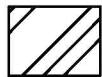
DATE: October 2021

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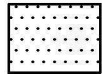
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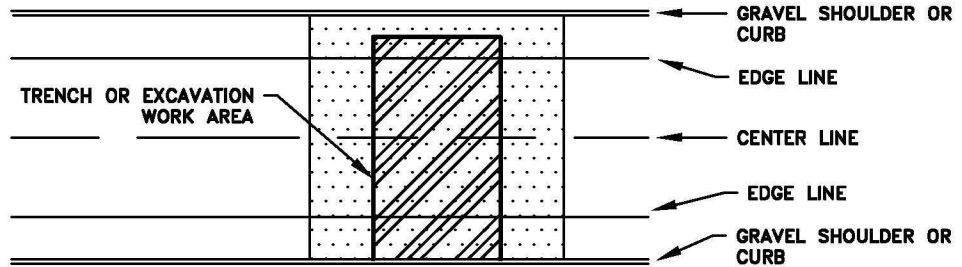
# LEGEND



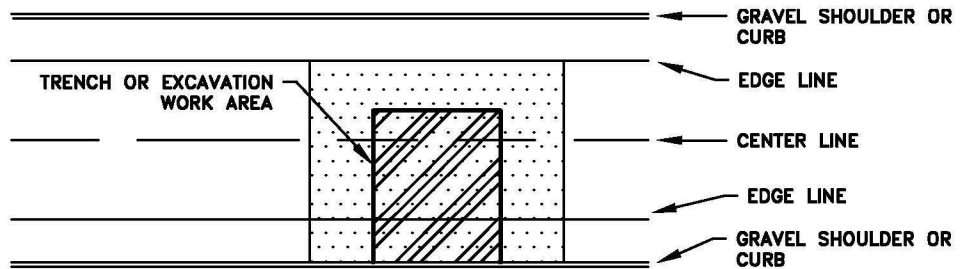
WORK AREA



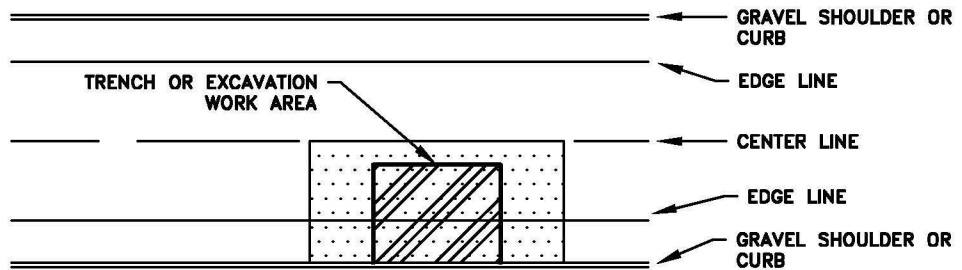
MINIMAL  
PATCH AREA



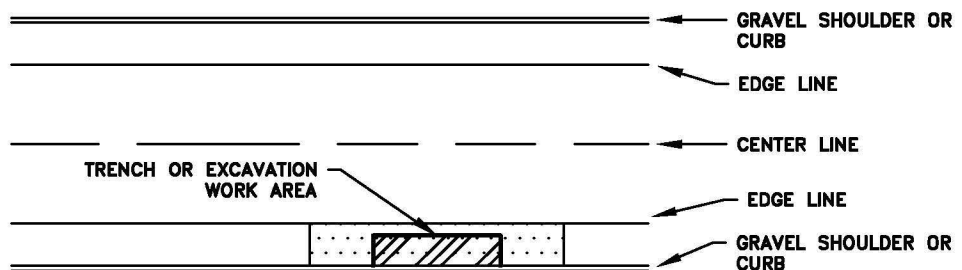
**PATCH FOR WORK AREA CROSSING THE OPPOSITE EDGE LINE**



**PATCH FOR WORK AREA CROSSING THE ROAD CENTER LINE**



**PATCH FOR WORK AREA CROSSING THE EDGE LINE**



**PATCH FOR WORK AREA BETWEEN EDGE LINE & GRAVEL SHOULDER**

## GENERAL NOTES:

1. ALL ROAD REINSTATEMENT SHALL BE DONE ACCORDING TO THE UNITED COUNTIES OF PRESCOTT AND RUSSELL DRAWINGS UCPR RC-01-EN AND UCPR RC-02-EN
2. THE OWNER MUST MAKE ARRANGEMENTS WITH THE UTILITY COMPAGNIES TO DETERMINE THE LOCATION OF ANY BURRIED SERVICES AND SHALL BE RESPONSIBLE FOR ANY DAMAGES.

**Prescott**  
*Russell*

## STANDARD ROAD CUT REINSTATEMENT (PLAN VIEW)

APPROVED. BY:

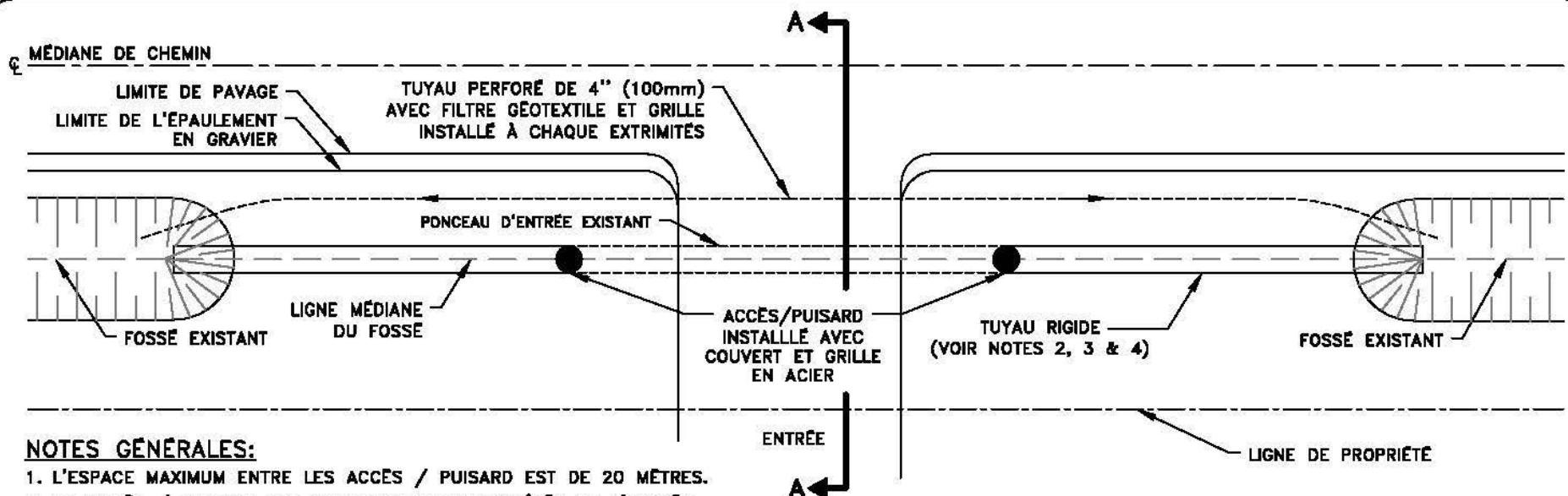
Pier-Luc Mainville

Public Works Engineer

DATE: October 2021

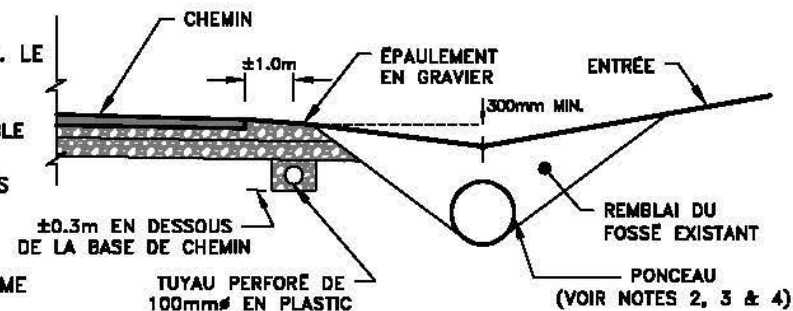
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UCPR RC-03-EN



#### NOTES GÉNÉRALES:

1. L'ESPACE MAXIMUM ENTRE LES ACCÈS / PUISARD EST DE 20 MÈTRES.
2. UN ACCÈS / PUISARD EST REQUIS DE CHAQUES CÔTÉS DE L'ENTRÉE.
3. LES TYPES DE TUYAUX ACCEPTÉS POUR REMPLIR LE FOSSE SONT; LE POLYÉTHYLÈNE DE HAUTE DENSITÉ 210 kPa (PEHD) ET L'ACIER ONDULÉ GALVANISÉ. LE DIAMÈTRE DU TUYAU AINSI QUE L'ÉPAISSEUR DE LA PAROI SERONT DÉTERMINÉS PAR L'INSPECTEUR DES COMTÉS.
4. LE PROPRIÉTAIRE DOIT CONTACTER LE DÉPARTEMENT DES TRAVAUX PUBLICS DES CUPR AFIN D'OBTENIR UN PERMIT AVANT DE DÉBUTER TOUTE CONSTRUCTION DANS L'EMPRISE DE CHEMIN. LE PROPRIÉTAIRE EST RESPONSABLE DE TOUS LES COÛTS ASSOCIÉS À L'ACHAT DE TOUTES LES MATÉRIELLES ET LA CONSTRUCTION DU REMPLISSAGE DE FOSSE.
5. LE FOSSE EXISTANT DOIT ÊTRE EXCAVÉ / NETTOYÉ AINSI QU'AVOIR UN GRADIENT CONVENABLE AU DRAINAGE DU FOSSE AVANT L'INSTALLATION DU NOUVEAU TUYAU.
9. LE PROPRIÉTAIRE EST RESPONSABLE DE FAIRE DEMANDE AUPRÈS DES COMPAGNIES D'UTILITÉS AINSI QUE LES AUTORITÉS PUBLIQUES POUR LOCALISER LES INFRASTRUCTURES EXISTANTES DANS L'ÉTENDU DES TRAVAUX. LE PROPRIÉTAIRE SERA TENU RESPONSABLE POUR TOUT DOMMAGE À CES INFRASTRUCTURES CAUSÉ PAR LA CONSTRUCTION DES TRAVAUX.
10. UN TUYAU PERFORÉ DE 100mm EN PLASTIC DOIT ÊTRE INSTALLÉ LE LONG DU CHEMIN COMME INDICÉ SUR LE DESSIN CI-DESSUS. CE TUYAU SERA PLACÉ À ENVIRON 1 MÈTRE DE LA SURFACE ASPHALTÉE ET A UNE PROFONDEUR MAXIMALE DE 0.6 MÈTRE SOUS CHEMIN. LE CHEMIN DEVRA ÊTRE RÉTABLI AUX CONDITIONS ORIGINALES ET À LA SATISFACTION DES COMTÉS.
11. DANS LE CAS OÙ LA DEVANTURE DE LA PROPRIÉTÉ CROISE UNE TRAVERSE DE CHEMIN EXISTANTE, LE PROPRIÉTAIRE DOIT INSTALLER UN REGARD À L'INTERSECTION DE LA TRAVERSE ET DU NOUVEAU TUYAU DANS LE FOSSE SELON LES SPÉCIFICATIONS DÉTERMINÉES PAR LES TRAVAUX PUBLICS DES COMTÉS. CE REGARD DEVRA ÊTRE TAILLÉ POUR ACCEPTER LE TUYAU EXISTANT AINSI QUE LE DÉBIT ASSOCIÉ À CELUI-CI.
12. TOUS TRAVAUX NON AUTORISÉS OU QUI NE RENCONTRE PAS LES NORMES DU DÉPARTEMENT DES TRAVAUX PUBLICS DES CUPR SERONT ENLEVÉS AUX FRAIS DU PROPRIÉTAIRE.



SECTION A-A

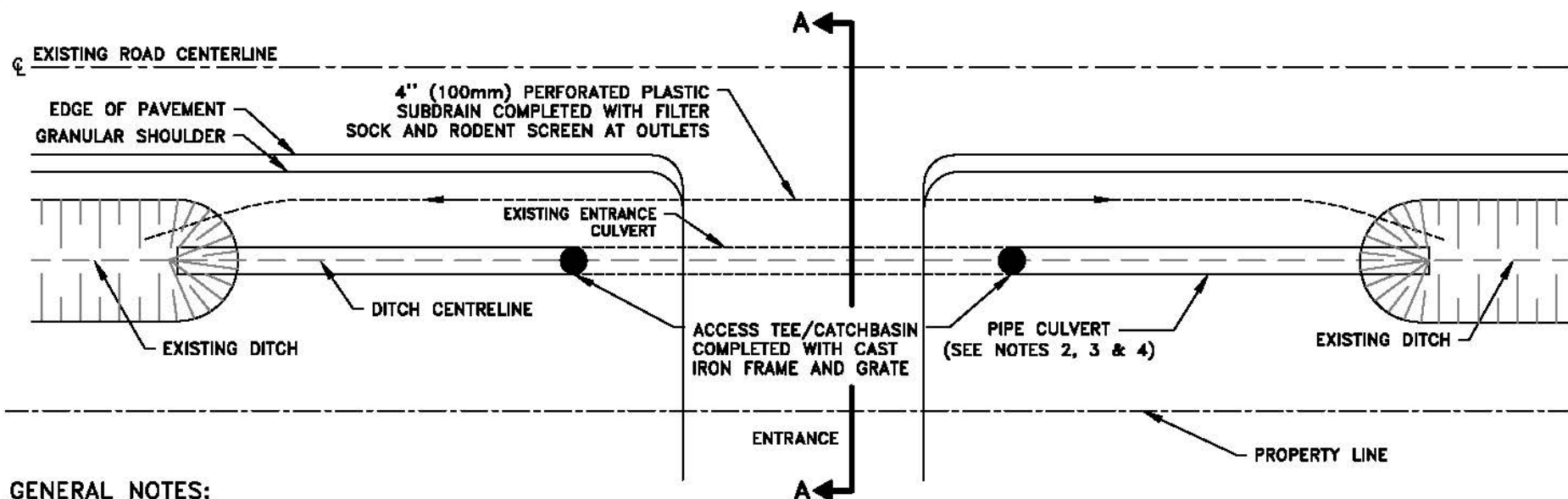
Prescott  
Russell

## DÉTAIL POUR REMPLISSAGE DE FOSSE

APPROUVÉ PAR:  
Pier-Luc Mainville  
Ingénieur des Travaux Publics

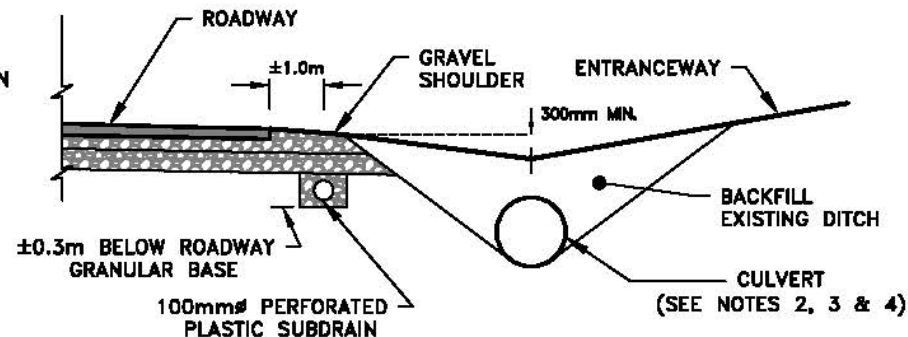
DATE: Octobre 2021

DWG. No.:  
UCPR DF-01-FR



#### GENERAL NOTES:

1. 20 METRES MAXIMUM SPACING BETWEEN ACCESS TEES / CATCHBASINS.
2. AN ACCESS TEE / CATCHBASIN IS REQUIRED ON BOTH SIDES OF THE ENTRANCE.
3. PIPE CULVERT TO BE NEW GALVANIZED CORRUGATED STEEL PIPE OR 210 kPa, SIZE AND WALL THICKNESS TO BE DETERMINED BY THE COUNTIES
4. THE OWNER MUST CONTACT THE UCPR PUBLIC WORKS DEPARTMENT AND OBTAIN A PERMIT PRIOR TO ANY COMMENCEMENT OF WORKS. THE OWNER IS RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH THE PURCHASE OF MATERIAL AND CONSTRUCTION OF THE DITCH FILL.
5. THE DITCH MUST BE CLEANED AND SLOPED PROPERLY BEFORE ANY INSTALLATION OF PIPES.
9. THE OWNER MUST MAKE ARRANGEMENTS WITH UTILITY COMPANIES AND PUBLIC SERVICES TO DETERMINE THE LOCATION OF ANY BURIED SERVICES AND SHALL BE RESPONSIBLE FOR ANY DAMAGES.
10. A 100mm PERFORATED PLASTIC PIPE COMPLETED WITH A FILTER CLOTH MUST BE BURIED IN THE ROADSIDE SHOULDER AT A MAXIMUM DEPTH OF 0.60 METRES. THE ROADSIDE SHOULDER SHALL BE RESTORED TO THE ORIGINAL CONDITION AND TO UCPR SATISFACTION.
11. IF THE DITCH FILLING WORKS INTERSECTS AN EXISTING COUNTY ROAD PIPE CROSSING, THE OWNER SHALL INSTALL A MAINTENANCE HOLE, AS DIRECTED BY THE COUNTIES, COMPLETED WITH A FRAME AND COVER AT THE JUNCTION. THE MAINTENANCE HOLE SHALL BE PROPERLY SIZED TO ACCEPT THE PIPE CROSSING.
12. ANY WORK UNAUTHORIZED OR ACCEPTED BY THE DEPARTMENT OF PUBLIC WORKS WILL BE REMOVED AT THE OWNER'S EXPENSE.



SECTION A-A

Prescott  
Russell

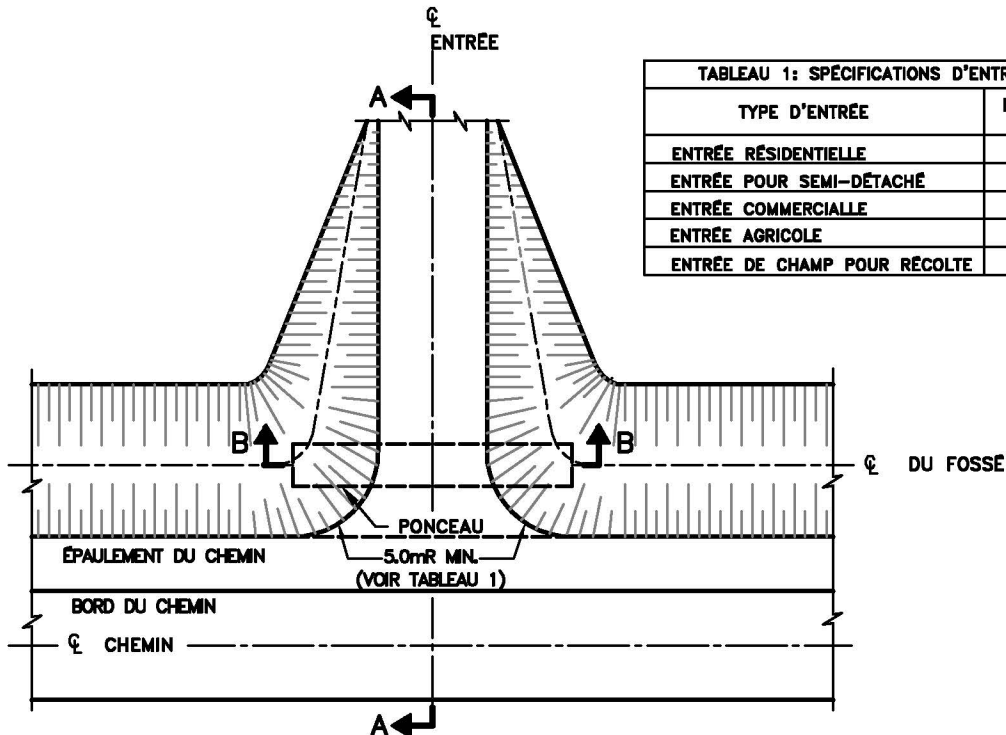
#### DITCH FILLING

APPROVED BY:  
Pier-Luc Mainville  
Public Works Engineer

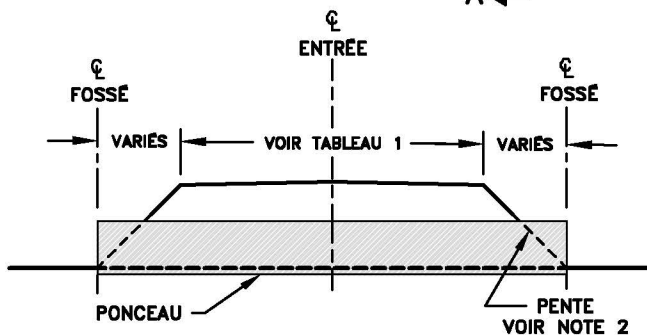
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UCPR DF-01-EN

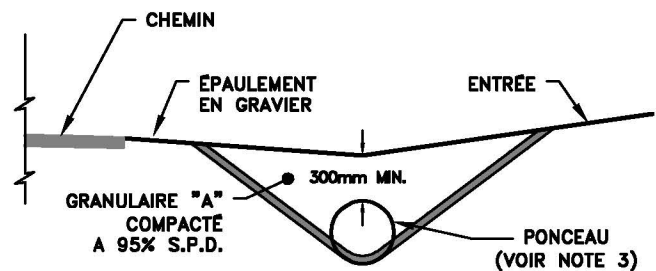




| TABLEAU 1: SPÉCIFICATIONS D'ENTRÉE À LA SURFACE |              |                     |
|-------------------------------------------------|--------------|---------------------|
| TYPE D'ENTRÉE                                   | LARGEUR MAX. | RAYON D'ENTRÉE MIN. |
| ENTRÉE RÉSIDENTIELLE                            | 7m           | 5m                  |
| ENTRÉE POUR SEMI-DÉTACHÉ                        | 6m           | 5m                  |
| ENTRÉE COMMERCIALE                              | 9m           | 9m                  |
| ENTRÉE AGRICOLE                                 | 12m          | 12m                 |
| ENTRÉE DE CHAMP POUR RÉCOLTE                    | 27m          | 12m                 |



SECTION B-B



SECTION A-A

### NOTES GÉNÉRALES:

1. SE RÉFÉRER AU STANDARD PROVINCIAL OPSS 350.010 & 351.010 POUR LES ENTRÉES DANS UN MILIEU URBAIN SANS FOSSE DE CHEMIN.
2. TOUTE PENTE LATÉRALE DU PONCEAU NE DEVRA PAS ÊTRE PLUS ABRUPTÉ QUE 2H:1V.
3. LE PONCEAU DEVRA ÊTRE INSTALLÉ 150mm SOUS L'ÉLEVATION EXISTANTE DU FOND DU FOSSE.
4. LA PENTE MAXIMUM POUR UNE ENTRÉE EST 6% POUR UNE ENTRÉE RÉSIDENTIELLE ET 10% POUR UNE ENTRÉE AGRICOLE OU DE CHAMPS POUR RÉCOLTE AGRICOLE.
5. LA CONSTRUCTION DE L'ENTRÉE DEVRA ÊTRE COMPLÉTÉE DANS UN DÉLAI TEL QU'IDENTIFIÉ SUR LE PERMIS. LA CONSTRUCTION DE L'ENTRÉE SERA CONSIDÉRÉE COMPLÈTE QUAND LA SURFACE DE L'ENTRÉE SERA COUVERTE D'UNE COUCHE MESURANT 150mm DE GRANULAIRE "A".
6. AVANT LA CONSTRUCTION, LE CONTREMAÎTRE DES TRAVAUX PUBLICS DES COMTÉS INSPECTERA LA LOCATION PROPOSÉE POUR L'ENTRÉE ET DÉTERMINERA LE DIAMÈTRE, LA LONGUEUR ET LA LOCATION DU PONCEAU. LE PROPRIÉTAIRE DU TERRAIN DEVRA INDICER AVEC DEUX (2) MARQUEURS PEINTURÉS LA LOCATION EXACTE DU PONCEAU PROPOSÉ. LE PROPRIÉTAIRE EST RESPONSABLE POUR LE COUT TOTAL DE L'ACHAT ET L'INSTALLATION DU PONCEAU.
7. LE FOSSE DOIT ÊTRE NETTOYÉ DE TOUTES MATIÈRES ORGANIQUES ET DOIT AVOIR UNE PENTE APPROPRIÉE AVANT L'INSTALLATION DU TUYAU.
8. LE PROPRIÉTAIRE DOIT FAIRE TOUT ARRANGEMENT AVEC LES SERVICES PUBLICS ET COMPAGNIES D'UTILITÉS AFIN DE DÉTERMINER LA LOCATION DE LEURS SERVICES. LE PROPRIÉTAIRE EST RESPONSABLE DE TOUT DOMMAGE DURANT LA CONSTRUCTION.

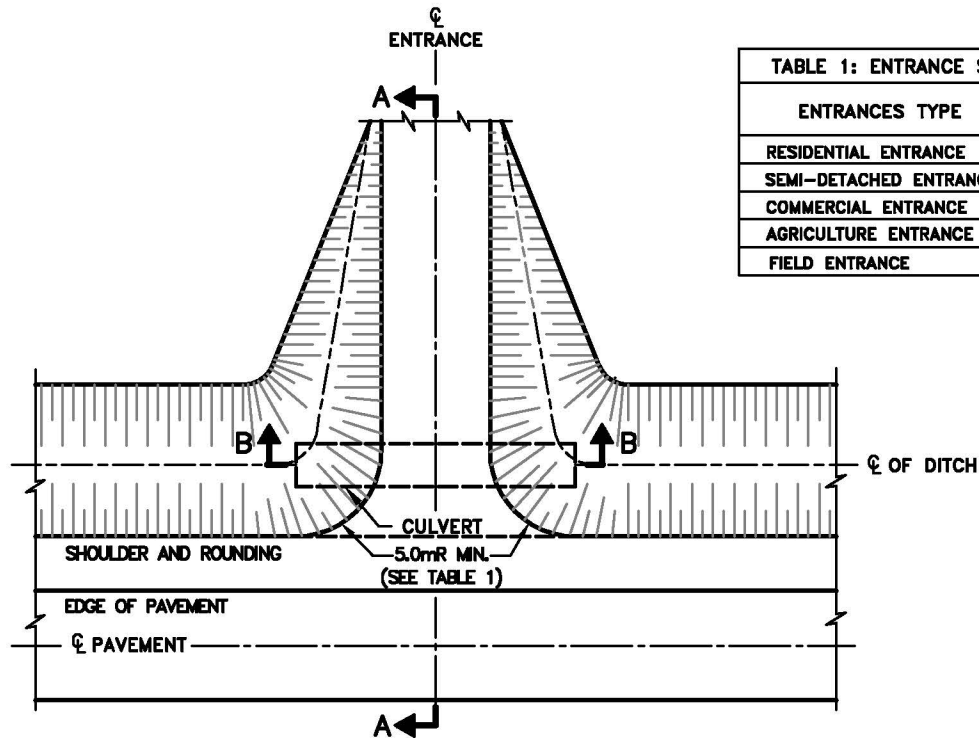
Prescott  
Russell

DÉTAIL POUR ENTRÉE

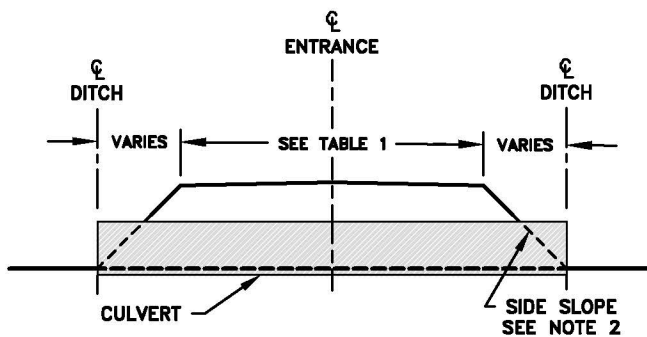
APPROUVÉ. PAR:  
Pier-Luc Mainville  
Ingénieur des Travaux Publics

DATE: Octobre 2021

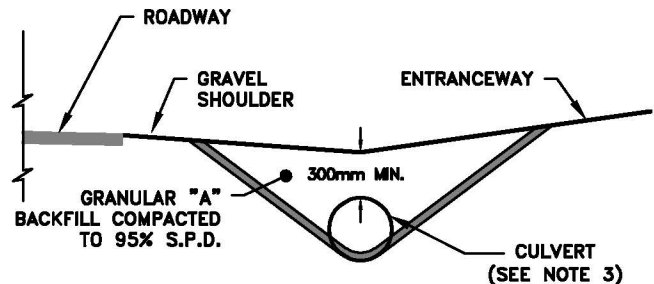
DWG. No.:  
UCPR ENT-01-FR



| TABLE 1: ENTRANCE SPECIFICATIONS AT SURFACE |            |                      |
|---------------------------------------------|------------|----------------------|
| ENTRANCES TYPE                              | MAX. WIDTH | MIN. ENTRANCE RADIUS |
| RESIDENTIAL ENTRANCE                        | 7m         | 5m                   |
| SEMI-DETACHED ENTRANCE                      | 6m         | 5m                   |
| COMMERCIAL ENTRANCE                         | 9m         | 9m                   |
| AGRICULTURE ENTRANCE                        | 12m        | 12m                  |
| FIELD ENTRANCE                              | 27m        | 12m                  |



SECTION B-B



SECTION A-A

#### GENERAL NOTES:

1. REFER TO OPSD 350.010 & 351.010 FOR ENTRANCES IN URBAN AREAS WITHOUT ROADSIDE DITCHES.
2. SIDE SLOPES AT CULVERT SHALL BE NO STEEPER THAN 2H:1V.
3. THE CULVERT SHALL BE INSTALLED 150mm BELOW THE EXISTING BOTTOM OF DITCH ELEVATION.
4. THE MAXIMUM ENTRANCE GRADIENT IS 6% FOR RESIDENTIAL ENTRANCES AND 10% FOR FARM AND FIELD ENTRANCES.
5. THE ENTRANCEWAY CONSTRUCTION MUST BE COMPLETED WITHIN THE TIMEFRAME IDENTIFIED ON THE PERMIT. THE ENTRANCEWAY CONSTRUCTION WILL BE SUBSTANTIALLY COMPLETED WHEN THE SURFACE OF THE ENTRANCEWAY IS COVERED WITH A MINIMUM GRANULAR "A" THICKNESS OF 150mm.
6. PRIOR TO CONSTRUCTION, THE COUNTY'S PUBLIC WORKS FOREMAN WILL INSPECT THE PROPOSED ENTRANCE LOCATION AND DETERMINE THE SIZE, LENGTH AND LOCATION OF THE CULVERT. THE PROPERTY OWNER SHALL INDICATE WITH TWO (2) PAINTED WOODEN STAKES THE EXACT LOCATION OF THE PROPOSED CULVERT. THE OWNER IS RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH THE PURCHASE AND INSTALLATION OF THE CULVERT, AS REQUIRED.
7. THE DITCH MUST BE CLEANED AND SLOPED PROPERLY BEFORE ANY PIPE IS INSTALLED.
8. THE OWNER MUST MAKE ARRANGEMENTS WITH UTILITY COMPANIES AND PUBLIC SERVICES TO DETERMINE THE LOCATION OF ANY BURIED SERVICES AND SHALL BE RESPONSIBLE FOR ANY DAMAGES.

Prescott  
Russell

#### ENTRANCE DRAWING

APPROVED BY:  
Pier-Luc Mainville  
Public Works Engineer

DATE: October 2021

DWG. No.:  
UCPR ENT-01-EN

**BY-LAW 2011-220**

**A BYLAW OF THE CITY OF GREATER SUDBURY TO  
REGULATE THE USE OF PRIVATE ENTRANCES**

**WHEREAS** the Council of the City of Greater Sudbury deems it desirable to regulate the use of private entrances to municipal highways;

**NOW THEREFORE THE COUNCIL OF THE CITY OF GREATER SUDBURY  
HEREBY ENACTS AS FOLLOWS:**

**Terminology**

**1.** In this By-law:

“access impact study” means a study undertaken by a professional engineer that assesses, to the satisfaction of the General Manager, the effect that a proposed access or accesses will have on the transportation network and on public safety. Elements of the study will include, but need not be limited to, an analysis of generated traffic volumes, the additional number of pedestrian and vehicular movements, queue lengths and times, variations on the above based on the size of the access and the impact of road characteristics;

“boulevard” means that part of the highway situate between the roadway and the property lines of the lots abutting the highway and includes a shoulder but does not include a sidewalk, if any;

“By-law Enforcement Officer” means a member of any police service with jurisdiction in the City, or any person appointed by Council for the enforcement of municipal by-laws, including this By-law;

“City” means the municipal corporation of the City of Greater Sudbury or the geographic area, as the context requires;

“culvert” means a sub-surface pipe with a circular, elliptical or rectangular cross-section of corrugated steel, or any other such material approved by the General Manager, which acts as a conduit for storm water within a highway;

“General Manager” means the General Manager of Infrastructure Services and includes his or her authorized representative;

“grade” means the percentage rate of the rise or fall of the private entrance with respect to the horizontal;

“headwall” means a vertical wall at the end of a culvert used to prevent earth from spilling into the ditch;

“Hearing Committee” means the Hearing Committee appointed by Council of the City from time to time to hear matters referred to the Hearing Committee by By-law;

“highway” includes a common and public highway and includes any bridge, trestle, viaduct or other structure, forming part of the highway and except as otherwise provided, includes a portion of the highway and the area between the lateral property line thereof;

“owner” includes the person holding registered title to land and the person for the time being managing or receiving the rent or paying the municipal taxes on the land in question, whether on his, her or its own account or as agent or trustee of any other person or who would so receive the rent if such were let, and shall also include a lessee or occupant of the land. Where the person holding registered title to land is a condominium corporation, the owner is the corporation and not its members;

“parking space” means that part of private or public property legally designated for the purpose of vehicle parking;

“person” includes any individual, firm, partnership, association, corporation, company or organization of any kind;

“private entrance” means an improved surface within a highway used or intended for use for vehicular access to and from private property adjacent to the highway;

“property” means land and any buildings thereon located in the City which is separately assessed, and which is transferable separately from any surrounding lands pursuant to the *Planning Act*,

“private property” means a property, the owner of which is not the City or the Crown;

“property line” means the common boundary line between adjacent properties but does not include the common boundary line between private property and the highway;

“Road Occupancy By-law” means the City’s By-law to Regulate Road Occupancy, Including Road Cuts, Temporary Closure and Sidewalk Cafes, 2011-220, as amended or replaced;

“roadway” means that part of a highway that is improved, designed or ordinarily used for vehicular traffic, but does not include the shoulder, and, where a highway includes two or more separated roadways, the term “roadway” refers to any one roadway separately and not to all of the roadways collectively;

“shoulder” means that part of a highway immediately adjacent to the roadway and having a surface of asphalt, concrete or gravel, for the use of vehicles;

“sidewalk” means a part or strip of land, paved or otherwise, in, on, or alongside a highway and designed and intended for, or used by, the general public for pedestrian travel, and includes any structure above or below ground designed or intended for the use of pedestrians even if said structure is not wholly or partially above or below ground;

"temporary private entrance" means a private entrance granted by the General Manager for a temporary period during construction, repair or improvement on private property or for any other purpose approved by the General Manager; and

"vehicle" includes a motor vehicle, trailer, traction engine, farm tractor, road-building machine, bicycle and any vehicle drawn, propelled or driven by any kind of power, including muscular power, but does not include a motorized snow vehicle or a street car.

### Interpretation

**2.-(1)** Whenever this By-law refers to a person or thing with reference to gender or the gender neutral, the intention is to read the By-law with the gender applicable to the circumstances.

(2) References to items in the plural include the singular, as applicable.

(3) The words "include", "including" and "includes" are not to be read as limiting the phrases or descriptions that precede them.

(4) Headings are inserted for ease of reference only and are not to be used as interpretation aids.

(5) Specific references to laws in the By-law are printed in italic font and are meant to refer to the current laws applicable with the Province of Ontario as at the time the By-law was enacted, as they are amended from time to time.

(6) Any reference to periods of time, stated in numbers of days, shall be deemed applicable on the first business day after a Sunday or Statutory holiday if the expiration of the time period occurs on a Sunday or Statutory holiday.

(7) The obligations imposed by this By-law are in addition to obligations otherwise imposed by law or contract.

### Severability / Conflict

**3.-(1)** If any section, subsection, part or parts of this By-law is declared by any court of law to be bad, illegal or ultra vires, such section, subsection, part or parts shall be deemed to be severable and all parts hereof are declared to be separate and independent and enacted as such.



(2) Nothing in this By-law relieves any person from complying with any provision of any Federal or Provincial legislation or any other By-law of the City.

(3) Where a provision of this By-law conflicts with the provisions of another By-law in force in the City, the provision that establishes the higher standard to protect the health, safety and welfare of the general public shall prevail.

#### Administration

**4.-(1)** The administration of this By-law is assigned to the General Manager who is also delegated the authority to make all decisions required of the General Manager under this By-law and to perform all administrative functions identified herein and those incidental to and necessary for the due administration of this By-law, including the authority to:

- (a) receive and process all applications for all permits and extensions of permits under this By-law;
- (b) issue permits in accordance with the provisions of the By-law;
- (c) impose terms and conditions on permits in accordance with this By-law; and
- (d) refuse to issue or to extend a permit.

(2) The General Manager may delegate the performance of any one or more of his or her functions under this By-law to one or more persons from time to time as the occasion requires and may impose conditions upon such delegation and may revoke any such delegation.

#### Private Entrance Permit Required

**5.-(1)** No owner shall construct, relocate, alter or close a private entrance, or authorize or cause a private entrance to be constructed, relocated, altered or closed without first obtaining:

- (a) a private entrance permit from the General Manager in accordance with the provisions of this By-law; and
- (b) where applicable a road occupancy permit in accordance with the provisions of the City's Road Occupancy By-law.

(2) No owner shall construct, install, relocate, excavate, remove or reset a culvert under a private entrance or authorize or cause a culvert to be constructed, installed, relocated, excavated, removed or reset under a private entrance without first obtaining:

- (a) a private entrance permit from the General Manager authorizing such work in accordance with the provisions of this By-law; and
- (b) where applicable, a road occupancy permit in accordance with the provisions of the City's Road Occupancy By-law.

(3) Where there is a private entrance, the owner of the private property benefitting from the private entrance shall be deemed to have constructed, relocated, altered or closed installed the private entrance and where a culvert is installed under a private entrance, the owner of that private property shall be deemed to have constructed, installed, relocated, excavated, removed or reset the culvert.

#### Exceptions

**6-(1)** Despite Subsection 5-(1), a private entrance permit is not required for a private entrance approved through the City's Site Plan approval process.

(2) Despite Subsection 5(2), a private entrance permit is not required where a culvert is constructed, installed, relocated, excavated, removed or reset as a result of highway construction or reconstruction, drainage improvements or sewer and water work where such work is completed by or on behalf of the City.

(3) Despite anything herein, no private entrance permit is required for an entrance to a property owned by the City.

### Application for Permit

7.-(1) Every applicant for a permit under this By-law shall:

- (a) file with the General Manager an application in the form established by the General Manager from time to time, which includes the following:
  - (i) particulars of the owner, municipal address, legal description and zoning of the private property to which the application applies;
  - (ii) a telephone number or other acceptable emergency contact information;
  - (iii) particulars of the work for which authorization is sought, including the size, type of construction, design and grade of any proposed private entrance including particulars of any required culvert;
  - (iv) particulars of the location of any existing private entrance and the proposed location of the new or replacement private entrance;
  - (v) particulars of any culvert to be installed, replaced or reset;
  - (vi) particulars of whether the applicant proposes to have the City install, replace or reset any culvert at the applicant's expense, or will make other arrangements for the work to be done;
  - (vii) the number of the building permit application where the application is made in conjunction with an application for a building permit;
  - (viii) such other particulars as the General Manager may require to investigate and process the application; and
  - (ix) the signature of the applicant, and where the applicant is a corporation, the signature of a person who has authority to bind the applicant, certifying the accuracy of the information provided.
- (b) file with the General Manager as part of the application a sketch drawn to scale showing, as applicable:

- (i) the dimensions of the private property for which the application is being made and of any adjoining property;
  - (ii) the location and dimensions of any existing private entrance and any existing culvert under the private entrance;
  - (iii) the location and dimensions of any proposed private entrance and any proposed culvert under a private entrance;
  - (iv) the location of any tree, shrub, utility pole or access box, hydrant, or other structure or topographical feature likely to affect the private entrance;
  - (v) the location of any 0.3 reserve or any easement adjacent to the proposed private entrance;
  - (vi) the location of the nearest cross street to the private property which is the subject of the application and distance from property lines;
  - (vii) the location of the private entrance to each abutting property and the distance from the proposed entrance way;
  - (viii) the grade profile, elevation from the centre of the road to the building on the private property and the distance from the centre of the road to the building on the property unless the General Manager determines such to be unnecessary; and
  - (ix) such other information as the General Manager may require to assess the application;
- (c) pay a non-refundable application fee determined in accordance with the City's Miscellaneous User Fee By-law then in effect;
- (d) where the applicant has requested that the City install, replace or reset a culvert, pay the applicable fee determined in accordance with the City's Miscellaneous User Fee By-law then in effect; and

(e) where necessary, file an application for a road occupancy permit under the City's Road Occupancy By-law.

(2) Where the application is for a private entrance to a private property with 50 or more parking spaces or carries traffic which, in the opinion of the General Manager might impact adversely the quality of traffic service on the adjacent highway, the owner shall provide an access impact study in addition to the information and materials provided in Subsection 7(1).

(3) Every applicant for a permit shall submit a fully complete application at least 20 working days before the applicant proposes to start the work or activity to be authorized by the Permit. The application is complete once all required information, documentation and fees have been submitted.

#### Refuse to Issue Permit

**8.-(1)** The General Manager shall refuse to issue a permit under this By-law:

- (a) if the application is incomplete; or
- (b) the application is non-compliant with the guidelines set out in Schedule A.

(2) The General Manager shall advise the applicant in writing of his or her decision to not issue a permit under this By-law and the reason for the refusal. Notice of the decision may be delivered to the applicant, or mailed to the address for the applicant in the application. Service shall be deemed effective immediately, if delivered to the applicant or on the 5<sup>th</sup> day after mailing, if the notice of decision is mailed to the applicant.

(3) In the event that the applicant is not satisfied with the General Manager's decision the applicant shall be entitled to appeal the decision to the Hearing Committee within 10 days of the effective date of the service of the General Manager's decision, failing which the decision of the General Manager is final.

(4) Despite Paragraph 8(1)(b), the General Manager may, in his or her discretion issue a Permit under this By-law where the General Manager is satisfied that in the circumstances, compliance is not possible and issuance of the Permit will not:

- (a) result in undue interference with the safe movement of public traffic, pedestrians or other users of the abutting highway; or
- (b) create hazardous conditions due to inadequate sight distance, horizontal or vertical alignments or other considerations.

Issuance of Permit / Permit Conditions

**9.-(1)** Where the applicant has complied with the requirements of Section 7 and the issuance of the permit is not otherwise prohibited under this By-law, the General Manager is authorized to issue a permit specifying particulars of:

- (a) the authorized work, including requirements as to design, construction, size or dimension;
- (b) the location of the authorized work;
- (c) dates and times for the conduct of the activities permitted under the Permit;
- (d) in the case of a private entrance, the permitted grade;
- (e) in the case of a culvert, whether the work will be done by the City or a contractor chosen by the permit holder; and
- (f) such conditions or provisions as the General Manager determines to be appropriate in the circumstances.

(2) In issuing a permit, the General Manager may specify a location and design for a private entrance that differs from that proposed in the application.

(3) Whether or not specified by the General Manager in the permit, every permit, including an extension permit, is issued subject to the following conditions:

- (a) the permit holder shall remove at his cost:

- (i) any private entrance, culvert, curb, sidewalk or ancillary installation along the frontage of the property, which becomes redundant as a result of the issuance of the permit; and
  - (ii) any private entrance which contravenes this By-law by reason of the construction, relocation or alteration of the private entrance authorized by the permit;
- (b) a permit holder who closes a private entrance shall reinstate, at his expense, the sidewalk, shoulder, curb and boulevard to City standards;
- (c) the design and construction of the private entrance and the removal and reset of any culvert shall be consistent with City standards then in effect, as established by the General Manager from time to time;
- (d) the owner of property to which there is a private entrance is responsible for the maintenance and upkeep of the private entrance, including any curbs;
- (e) the owner of property where there is a culvert installed below a private entrance is responsible for the maintenance and upkeep of the culvert including any headwalls;
- (f) the permit holder is responsible at the permit holder's own cost, to effect the surface restoration of the private entrance and for replacement of the headwall where a culvert has been installed, replaced or reset, even if the installed, replacement or reset was done by the City;
- (g) the permit holder is responsible to remove at his expense, all vegetation, earth, rock or other obstacles necessary to establish and maintain an adequate minimum stopping sight distance, determined in accordance with Schedule A; and

- (h) the private entrance shall be constructed in accordance with the City's Standard Drawings (GSSD – 303.020 & 350.010 as amended or replaced from time to time and the approved drawings.

(4) Where the application is for a private entrance to a private property with 50 or more parking spaces or carries traffic which, in the opinion of the General Manager might impact adversely the quality of traffic service on the adjacent highway, the permit holder shall in addition to the conditions in Subsection 9(3):

- (a) pay for additional road works required to maintain the quality of traffic service on the adjacent highway, including channelization, deceleration and acceleration lanes, turning lanes and traffic control installations, which shall be constructed to the satisfaction of the General Manager; and
- (b) convey at no cost to the City, good title, free of encumbrance, any land required for the purposes set out in paragraph 9(4)(a)

(5) The General Manager issues a Permit by dating as of the date of issuance and signing the Permit.

(6) No permit holder shall fail to comply with the conditions in the permit or deemed to be included in the Permit.

(7) The General Manager may revoke a permit for failure to comply with any provision or condition of a permit of this By-law, in addition to any other enforcement proceedings against the permit holder.

(8) Upon revocation of a permit, the permit holder of the revoked permit shall immediately cease or ensure the immediate cessation of all the activities for which the permit was issued.



### Temporary Private Entrance

**10.-(1)** Despite any other provision of this By-law, the General Manager may issue a permit for a temporary private entrance and may impose in the permit for the temporary private entrance, such conditions and restrictions for the safe and efficient movement of pedestrians and vehicles as the General Manager determines to be appropriate, including the removal and reinstatement of traffic control devices including, but not limited to, traffic signs and traffic signals.

(2). When a temporary private entrance requires the erection, removal or relocation of any traffic control device including, but not limited to, traffic signals and traffic signs, the permit holder shall be responsible for the cost of all work involved to the General Manager's satisfaction.

### Expiry of Permit/ Extension of Permit

**11.-(1)** A permit issued under this By-law shall expire after 12 months, if the work authorized under the permit has not been completed.

(2) A permit holder may apply for a new permit where a permit has expired without the work being completed.

(3) A permit holder may apply in writing to the General Manager for an extension of the permit where further time is required to complete the proposed work, provided such application is made prior to the expiry of the permit.

(4) Where a fully complete application is submitted under Subsection 11(1), the General Manager is authorized to issue one extension permit for a period not in excess of 6 months, either on the same terms as the original permit, or on such additional terms and conditions as the General Manager determines to be appropriate. Any extension permit shall be subject to the conditions in Section 9.

#### Duties – Permit Holder

**12.-(1)** No permit holder shall fail to keep or fail to cause a copy of the permit to be kept at the site of the work authorized in the permit.

(2) No permit holder shall fail to produce the permit or fail to cause the permit to be produced when asked to do so by a By-law Enforcement Officer.

(3) No permit holder shall fail to comply with or fail to cause any person doing work pursuant to the permit to comply with the provisions of the permit and the provisions of this By-law.

#### Duties - General

**13-(1)** No owner of private property to which there is a private entrance shall fail to maintain and keep in good condition, the private entrance, including any curbs and headwalls.

(2) No owner of private property shall fail to maintain and keep in good condition:

(a) any culvert under a private entrance to the private property; or

(b) the headwalls of the culvert in the private entrance to the private property.

(3) No owner of private property shall fail to replace or reset or cause to be replaced or reset, a culvert under a private entrance as and when necessary to ensure proper flow of water through the culvert.

(4) No owner of private property shall construct or cause to be constructed, any curbing, headwalls, decorative stonework or landscaping on a private entrance the height of which extends above the level of the shoulder of the private entrance.

(5) No owner of private property shall fail to remove any curbing, headwalls, decorative stonework or landscaping on a private entrance the height of which extends above the level of the shoulder of the private entrance.

### City Work

**14.-(1)**Where the City undertakes any construction or reconstruction work on a highway or undertakes drainage improvements or sewer and water work that affects a private entrance that conforms with this By-law the City shall at its own expense:

- (a) undertake any reconstruction of the private entrance made necessary by the construction or reconstruction of the highway; and
- (b) where applicable, install a replacement entrance culvert to maintain the entrance and provide for side sloping. The City shall not be required to replace culvert head walls.

(2) The replacement private entranceway shall be compliant with this By-law, unless the General Manager, in his discretion, authorizes a private entrance way which does not conform to this By-law, in a location and with a design approved by the General Manager.

### Enforcement - No Obstruction Etc.

**15.-(1)**This By-law may be enforced by any By-law Enforcement Officer.

(2) No person shall hinder or obstruct, or attempt to hinder or obstruct, any person exercising a power or performing a duty under this By-law.

### Right of Entry - Inspection

**16.** A By-law Enforcement Officer may enter on private property at all reasonable times to ascertain whether the provisions of this By-law are complied with, a direction or order or notice given under this By-law, or a term of a permit issued under this By-law are complied with.

### Order to Discontinue

**17.** Where the General Manager is satisfied that a contravention of this By-law has occurred, the General Manager may make an order requiring the person who contravened this By-law or who caused or permitted the contravention or the owner of

occupier of the land on which the contravention occurred to discontinue the contravening activity. The Order shall set out reasonable particulars of the contravention, the location of the land on which the contravention is occurring and the date by which there must be compliance.

#### Order to Comply

**18.(1)** Where the General Manager is satisfied that a contravention of this By-law has occurred, an Order may be made requiring the person who contravened this By-law or who caused or permitted the contravention or the owner or occupier of the land on which the contravention occurred to do the work to correct the contravention. The order shall set out:

- (a) reasonable particulars of the contravention;
- (b) particulars of the location where the contravention occurred;
- (c) the work to be done to comply with this By-law;
- (d) the date by which the work must be done; and
- (e) provide that if the work is not completed by the date specified to the satisfaction of the General Manager, that the General Manager may cause the work to be done at the expense of the owner.

(2) Pursuant to subsection 445(3) of the *Municipal Act, 2001*, as amended, an order pursuant to subsection 18(1) may require the work to be done even though the facts which constitute the contravention of the by-law were present before this By-law making them a contravention came into force.

#### Service of Orders

**19.** Service of an Order under Section 17 or Subsection 18(1) shall be given to the owner, by delivering personally to the owner or by mailing to the owner by registered mail at the address recorded for the owner in the assessment roll for the property.

### Comply with Order

**20.** Every person who is served with an Order under this By-law shall comply with the requirements of the Order within the time period specified in the Order.

### Remediation by City

**21** Where the owner fails to comply with the requirements of the Order under Subsection 18(1) within the time period specified in the Order, the General Manager may cause such work to be done or take such steps as are necessary to meet the requirements of the Order, and the cost thereof including interest thereon at the rate of 15%, from the date the costs were incurred until payment in full, may be recovered from the owner by action or by adding same to the property tax rolls for the property owned by the owner and collecting them in the same manner as property taxes.

### Offences and Penalties

**22-(1)** Every person who contravenes any of the provisions of this By-law and any director or officer of a corporation who concurs in such contravention is guilty of an offence and on conviction is liable to a fine as provided for in the *Provincial Offences Act*.

(2) For the purposes of Subsection 22 (1), each day on which a person contravenes any of the provisions of this By-law shall be deemed to constitute a separate offence under this By-law.

(3) The levying and payment of any fine as provided for under the *Provincial Offences Act* shall not relieve a person from the necessity of paying any costs or charges for which such person is liable under this By-law.

(4) An offence and subsequent conviction under this By-law pursuant to the *Provincial Offences Act*, R.S.O. 1990, c. P. 33 or the *Municipal Act, 2001*, shall not be deemed in any way to preclude the City from issuing a separate legal proceeding to

recover charges, costs and expenses incurred by the City and which may be recovered in a Court of competent jurisdiction.

(5) The making of a false or intentionally misleading recital of fact, statement or representation in any application provided required by this By-law shall be deemed to be a violation of the provisions of this By-law.

#### Prohibition Order

**23.** When a person has been convicted of an offence under this By-law, the Ontario Court (Provincial Division), or any court of competent jurisdiction thereafter may, in addition to any other penalty imposed on the person convicted, issue an order prohibiting the continuation of the offence or doing of any act or thing by the person convicted directed towards the continuation of the offence.

#### Confidential Information

**24.- (1)** All information submitted to and collected by the City, will, except as otherwise provided in this Section, be available for disclosure to the public in accordance with the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56 (MFIPPA).

(2) In the event that any person in submitting information to the City or to the General Manager in any form, as required under this By-law, where such information is confidential or proprietary or otherwise may be exempt from disclosure under the MFIPPA, the person submitting the information shall so identify that information upon its submission to the City or the General Manager and shall provide sufficient details as to the reason for its purported exemption from disclosure.

### **PART 7 - GENERAL**

#### Short Title

**25.** This Bylaw may be referred to as the "Private Entrance By-law".

**SCHEDULE A  
TO BY-LAW 2011-220**

**GUIDELINES FOR APPROVAL OF PRIVATE ENTRANCE**

The following guidelines apply to private entrances:

1. The proposed location of the entrance should meet the minimum stopping sight distance as established from time to time by the Transportation Association of Canada, (TAC) for the design speed on the highway abutting the property for which the entrance permit is sought. Sight distance are to be measured in accordance with the TAC Manual guidelines then in effect.

Sample Design Speeds and Stopping Sight Distances  
are set out below for road grades of less than 3%

| <b>Design Speed<br/>in kilometres per hour</b> | <b>Stopping Sight Distance<br/>in metres, rounded to the<br/>nearest metre</b> |
|------------------------------------------------|--------------------------------------------------------------------------------|
| 40                                             | 45                                                                             |
| 50                                             | 65                                                                             |
| 60                                             | 85                                                                             |
| 70                                             | 110                                                                            |
| 80                                             | 140                                                                            |
| 90                                             | 170                                                                            |
| 100                                            | 210                                                                            |

NOTE 1: in circumstances where the grade of the highway abutting the land to which the application applies is equal to or exceeds 3%, the minimum stopping sights distance should be adjusted in accordance with the TAC Manual

NOTE 2 the Applicant is responsible to remove from time to time, any vegetation, earth, rock or other obstacle necessary to maintain the minimum stopping sight distance on wet pavement in accordance with the TAC manual

2. The private entrance should not result in a contravention of the City's Official Plan or Zoning By-law then in effect for the land to which the application for the Driveway Permit applies. The following notations are included for assistance in issuing permits only and are not intended to be an all-inclusive listing of prohibitions:

- (a) the entrance should not be located within the sight triangle as defined in the City's Zoning By-law;
- (b) the entrance to a property in a residential zone should not result in more than 50% of the front yard being used for parking;
- (c) the entrance should not result in front yard parking contrary to the zoning for the property;
- (d) the entrance to a property in a residential zone which has less than 30 metres frontage, should not result in the property having more than one entrance;

NOTE: the Official Plan requires that entrances onto arterial roads be strictly regulated and kept to a minimum. Whenever property has frontage along more than one roadway, access will generally be limited to the lowest volume road

3. The sketch forming part of the application for the entrance permit should disclose that the entrance will be constructed in accordance with the City's Standard Drawings (GSSD – 303.020 & 350.010) as amended or replaced from time to time; and

4.(1) Subject to Subsection 4(2), the private entrance to a property in a residential zone should not be less than 3 metres in width and not more than 6.3 metres in width, measured at the street line.

(2) Despite Subsection 4(1) the private entrance to a property with a single detached dwelling with a shared entrance way may be in excess of 6.3 metres in width, provided the entrance does not exceed 10 metres in width.

5. The private entrance to a property zoned for commercial, industrial, agricultural uses should not exceed 9.1 metres in width;

6. The private entrance to a property should not have a grade in excess of 10% at any point.

7. The centerline of a private entrance should intersect the centerline of the roadway as nearly as practicable at a right angle, but in no case should the acute angle between the centerline of the private entrance and the centerline of the roadway be less than 70 degrees.

8. No private entrance permit should be issued where the General Manager, in his sole discretion determines that the private entrance as set out in the application would be likely to:

- (i) result in undue interference with the safe movement of public traffic, pedestrians or other users of the abutting highway; or
- (ii) create hazardous conditions due to inadequate sight distance, horizontal or vertical alignments or other considerations.

9. One additional entrance should be permitted to access a farm or field on a parcel of land zoned for agricultural use only where evidence is provided that the said property is being used for agricultural purposes.

10. A non-conforming entrance should not be approved unless in the circumstances a conforming entrance is not possible.



### Schedules

26. The following schedule is incorporated into and forms a part of this By-law:

Schedule A – Guidelines for Approving Private Entrances

### Repeals

27. By-law 2003-88A of the City of Greater Sudbury and all amendments thereto are hereby repealed.

### Transition

28. Every driveway permit and every culvert permit issued prior to the passage of this By-law shall continue in force and be deemed to be issued under this By-law.


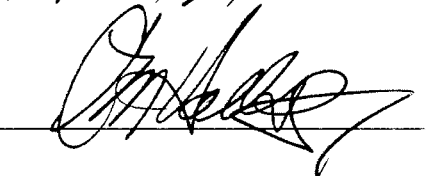
### Conflicts

29. Where a provision of this By-law conflicts with the provisions of another By-law in force in the City, the provision that establishes the higher standard to protect the health, safety and welfare of the general public shall prevail

### Enactment

30. This By-law shall come into force and take effect immediately upon the final passing thereof.

**READ AND PASSED IN OPEN COUNCIL** this 12th day of October, 2011

 Mayor  
 Clerk

## **By-law 2014-234**

### **A By-law of the City of Greater Sudbury to Amend By-law 2011-220 Regulating the Use of Private Entrances**

**Whereas** the Council of the City of Greater Sudbury wishes to amend By-law 2011-220 being a By-law Regulating the Use of Private Entrances;

**Now therefore the Council of the City of Greater Sudbury hereby enacts as follows:**

1. By-law 2011-220 being a By-law Regulating the Use of Private Entrances is hereby amended by repealing Section 7 and enacting in its place and stead the following Section 7 :

#### “Application for Permit

**7.-(1)** Every applicant for a permit under this By-law shall:

- (a) file with the General Manager an application in the form established by the General Manager from time to time, which includes the following:
  - (i) particulars of the owner, municipal address, legal description and zoning of the private property to which the application applies;
  - (ii) a telephone number or other acceptable emergency contact information;
  - (iii) particulars of the work for which authorization is sought, including the size, type of construction, design and grade of any proposed private entrance including particulars of any required culvert;
  - (iv) particulars of the location of any existing private entrance and the proposed location of the new or replacement private entrance;

- (v) particulars of any culvert to be installed, replaced or reset;
  - (vi) in the case of a application for a property with a single family dwelling or a semi-detached dwelling, whether the applicant proposes to have the City install, replace or reset any culvert at the applicant's expense, or will make other arrangements for the work to be done;
  - (vii) the number of the building permit application where the application is made in conjunction with an application for a building permit;
  - (viii) such other particulars as the General Manager may require to investigate and process the application; and
  - (ix) the signature of the applicant, and where the applicant is a corporation, the signature of a person who has authority to bind the applicant, certifying the accuracy of the information provided.
- (b) file with the General Manager as part of the application a sketch drawn to scale showing, as applicable:
- (i) the dimensions of the private property for which the application is being made and of any adjoining property;
  - (ii) the location and dimensions of any existing private entrance and any existing culvert under the private entrance;
  - (iii) the location and dimensions of any proposed private entrance and any proposed culvert under a private entrance;
  - (iv) the location of any tree, shrub, utility pole or access box, hydrant, or other structure or topographical feature likely to affect the private entrance;
  - (v) the location of any 0.3 reserve or any easement adjacent to the proposed private entrance;

- (vi) the location of the nearest cross street to the private property which is the subject of the application and distance from property lines;
  - (vii) the location of the private entrance to each abutting property and the distance from the proposed entrance way;
  - (viii) the grade profile, elevation from the centre of the road to the building on the private property and the distance from the centre of the road to the building on the property unless the General Manager determines such to be unnecessary; and
  - (ix) such other information as the General Manager may require to assess the application;
- (c) pay a non-refundable application fee determined in accordance with the City's Miscellaneous User Fee By-law then in effect;
  - (d) where in the case of a property with a single family dwelling or semi-detached dwelling, the applicant has requested that the City install, replace or reset a culvert, pay the applicable fee determined in accordance with the City's Miscellaneous User Fee By-law then in effect. The City shall not install, replace or reset a culvert in the case of a commercial, industrial or institutional property; and
  - (e) where necessary, file an application for a road occupancy permit under the City's Road Occupancy By-law.
- (2) Where the application is for a private entrance to a private property with 50 or more parking spaces or carries traffic which, in the opinion of the General Manager might impact adversely the quality of traffic service on the adjacent highway, the owner shall provide an access impact study in addition to the information and materials provided in Subsection 7(1).
  - (3) Every applicant for a permit shall submit a fully complete application at least 20 working days before the applicant proposes to start the work or activity to be authorized by the Permit. The application is complete once all required information, documentation and fees have been submitted."

2. This By-law shall come into force and take effect immediately upon the final passing thereof.

**Read and Passed in Open Council** this 7th day of October, 2014

\_\_\_\_\_"original signed"\_\_\_\_\_  
Mayor

\_\_\_\_\_"original signed"\_\_\_\_\_  
Deputy Clerk

**By-law 2016-166**

**A By-law of the City of Greater Sudbury to Amend By-law 2011-220  
being a By-law of the City of Greater Sudbury to Regulate  
the Use of Private Entrances**

**Whereas** the Council of the City of Greater Sudbury deems it desirable to amend By-law 2011-220 being a By-law of the City of Greater Sudbury to Regulate the Use of Private Entrances in order to provide for certain additional fees;

**Now therefore the Council of the City of Greater Sudbury hereby enacts as follows:**

Replace subsection 8(3)

1. By-law 2011-220 being a By-law of the City of Greater Sudbury to Regulate the Use of Private Entrances, as amended, is hereby further amended by repealing subsection 8(3) and enacting the following subsections 8(3) to 8(6) inclusive, in its place and stead:

“8(3) In the event that the applicant is not satisfied with the General Manager’s decision the applicant shall be entitled to appeal the decision to the Hearing Committee within ten (10) days of the effective date of the service of the General Manager’s decision, by filing a request in writing with the General Manager and paying an administrative fee determined in accordance with the City’s Miscellaneous User Fee By-law then in effect, failing which the decision of the General Manager is final.

(4) Upon timely receipt of the written request of the applicant, and payment of the applicable fee, the General Manager shall request the City Clerk to schedule a meeting of the Hearing Committee. Notice shall be given to the applicant of the day, time and place of the hearing.

(5) On the day and time set by the City Clerk or such other day and time as may be established from time to time by the City Clerk or by the Hearing Committee, the person appealing may present evidence and make submissions to the Hearing Committee regarding the matter under appeal.

(6) At any such hearing the Hearing Committee may proceed to consider the matter, whether or not the person appealing is in attendance, and may make any decision the General Manager may have made in accordance with this By-law. The decision of the Hearing Committee shall be final and binding and takes effect upon being rendered.”

## Enact Section 21.1

2. By-law 2011-220 being a By-law of the City of Greater Sudbury to Regulate the Use of Private Entrances, as amended, is hereby further amended by enacting the following section 21.1 immediately after section 21 and before section 22:

### "Attendance Fee

21.1(1) An enforcement attendance fee in an amount determined in accordance with the City's Miscellaneous User Fee By-law then in effect shall be payable on a time spent basis:

- (a) for the second and each subsequent inspection conducted by a By-law Enforcement Officer to ascertain compliance with a notice, direction or order pursuant to this By-law, which is conducted after the specified date for compliance; and
- (b) in the event that a By-law Enforcement Officer attends any remediation directed by or conducted by the City, pursuant to this By-law as a result of a failure to comply with an order made pursuant to this By-law.

(2) Any fee under subsection 21.1(1) shall be payable:

- (a) in accordance with the provisions of the City's Miscellaneous User Fee By-law then in effect; and
- (b) in addition to any fine levied upon conviction of an offence under this By-law, and whether or not there is a charge laid, and whether or not any charge laid leads to a conviction."

### Transition

3. Where a part of a by-law is repealed by this By-law, the repeal does not:

- (a) affect the previous operation of the part of the by-law so repealed;
- (b) affect any right, privilege, obligation or liability acquired, accrued, accruing, or incurred under the part of the by-law so repealed; or
- (c) affect any offence committed against any part of the by-law so repealed or any penalty or forfeiture or punishment incurred in respect thereof; or affect any investigation, legal proceeding or remedy in respect of such privilege, obligation, liability, penalty, forfeiture or punishment.

Effective

4. This By-law shall come into full force and effect upon passage.

**Read and Passed in Open Council** this 9th day of August, 2016

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Deputy  
Clerk



**By-law 2021-121**

**A By-law of the City of Greater Sudbury to Amend By-law 2011-220 being a By-law of the City of Greater Sudbury to Regulate the Use of Private Entrances**

**Whereas** Council of the City of Greater Sudbury wishes to amend By-law 2011-220 being a By-law of the City of Greater Sudbury to Regulate the Use of Private Entrances, as amended;

**Now therefore Council of the City of Greater Sudbury hereby enacts as follows:**

1. By-law 2011-220 being a By-law of the City of Greater Sudbury to Regulate the Use of Private Entrances, as amended, is hereby further amended by repealing Section 21.1 and enacting the following Section 21.1 in its place and stead:

"21.1(1) Enforcement fees shall be payable in accordance with the provisions of the User Fees By-law then in effect.


(2) Any fee payable pursuant to subsection 20.1(1) shall be in addition to:

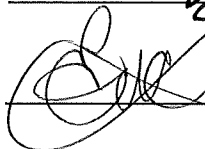
- (a) any fine levied upon conviction of an offence under this By-law; and
- (b) any costs incurred for remediation.

(3) No fee payable pursuant to subsection 21.1(1) shall be waived or cease to be payable in the event that no charge is laid or a charge that is laid does not lead to a conviction"

2. This By-law shall come into full force and effect upon passage.

**Read and Passed in Open Council** this 29<sup>th</sup> day of June, 2021

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Clerk

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

## **By-Law 2025-**

### **A By-law to Stop Up, Close, and Sell Part of Fell's Point Road, being Part of Lot 32, Concession 11, Fenelon, City of Kawartha Lakes, Designated as Parts 3 and 4 on Reference Plan 57R-11044**

And to Authorize a Grant of Easement in Favour of Hydro One Networks Inc. over Part of Fell's Point Road, being Part of Lot 32, Concession 11, Fenelon, City of Kawartha Lakes, designated as Part 4 on Reference Plan 57R-11044.

File No.: L06-21-RS037, respecting 91 Fell's Point Road, Fenelon

#### **Recitals**

1. Pursuant to the Municipal Act, 2001, Council is empowered to stop up, close and to sell any part of a highway under its jurisdiction.
2. The Land, legally described as Part of Fell's Point Road, being Part of Lot 32, Concession 11, Fenelon, City of Kawartha Lakes, designated as Parts 3 and 4 on Reference Plan 57R-11044, has been declared to be surplus to municipal needs.
3. It is desirable to stop up and close that part of the road allowance, legally described as Part of Fell's Point Road, being Part of Lot 32, Concession 11, Fenelon, City of Kawartha Lakes, designated as Parts 3 and 4 on Reference Plan 57R-11044, and to authorize the sale of the land to the abutting owners.
4. Notice of the intention of City Council to pass this by-law was given by advertising notice duly published in the Kawartha Lakes This Week on the 16<sup>th</sup>, 23<sup>rd</sup>, and 30<sup>th</sup> days of December 2021 in accordance with the provisions of the Municipal Act, 2001 and City of Kawartha Lakes By-Law 2018-020, as amended.
5. The proposed By-Law came before Council for consideration at its regular meeting on the 18<sup>th</sup> day of March 2025 at 1:00 p.m. and at that time no person objected to the proposed by-law nor claimed that his land would be prejudicially affected.
6. The sale of this land was recommended by the Committee of the Whole on the 11<sup>th</sup> day of January 2022 by CW2022-013. The recommendation was adopted at the Regular Council meeting on the 25<sup>th</sup> day of January 2022 by CR2022-004.

**Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2025- .**

## **Section 1.00: Definitions and Interpretation**

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

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

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

**“Council” or “City Council”** means the municipal council for the City;

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

### **1.02 Interpretation Rules:** The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

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

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

## **Section 2.00: Road Closure, Sale, and Easement**

### **2.01 Closure and Sale:** The Land, legally described as Part of Fell’s Point Road, being Part of Lot 32, Concession 11, Fenelon, City of Kawartha Lakes, designated as Parts 3 and 4 on Reference Plan 57R-11044, has been declared surplus to municipal needs and is hereby stopped up, closed, and authorized to be sold to the abutting owner for Seven Thousand Four Hundred Ninety-Nine Dollars and Forty-Nine Cents (\$7,499.49), plus HST (if applicable), plus the cost of the Reference Plan, advertising, registrations, City Staff time fee, legal fees and disbursements, and any other costs incurred by the City in connection to this transaction.

### **2.02 Easement:** Prior to the transfer of that part of the road allowance, legally described as Part of Fell’s Point Road, being Part of Lot 32, Concession 11, Fenelon, City of Kawartha Lakes, designated as Parts 3 and 4 on Reference Plan 57R-11044, to the abutting owners, the City of Kawartha Lakes is authorized to grant an easement in favour of Hydro One Networks Inc. over Part of Fell’s Point Road, being Part of Lot 32, Concession 11, Fenelon, City of Kawartha Lakes, designated as Part 4 on Reference Plan 57R-11044.

### **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 Division of Victoria (No. 57).

By-law read a first, second and third time, and finally passed, this 18<sup>th</sup> day of March 2025.

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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 2025-**

### **A By-law to Stop Up, Close, and Sell Part of Fell's Point Road, being Part of Lot 32, Concession 11, Fenelon, City of Kawartha Lakes, Designated as Parts 1 and 2 on Reference Plan 57R- 11044**

And to Authorize a Grant of Easement in Favour of Hydro One Networks Inc. over Part of Fell's Point Road, being Part of Lot 32, Concession 11, Fenelon, City of Kawartha Lakes, designated as Part 2 on Reference Plan 57R-11044.

File No.: L06-21-RS038, respecting 95 Fell's Point Road, Fenelon

#### **Recitals**

1. Pursuant to the Municipal Act, 2001, Council is empowered to stop up, close and to sell any part of a highway under its jurisdiction.
2. The Land, legally described as Part of Fell's Point Road, being Part of Lot 32, Concession 11, Fenelon, City of Kawartha Lakes, designated as Parts 1 and 2 on Reference Plan 57R-11044, has been declared to be surplus to municipal needs.
3. It is desirable to stop up and close that part of the road allowance, legally described as Part of Fell's Point Road, being Part of Lot 32, Concession 11, Fenelon, City of Kawartha Lakes, designated as Parts 1 and 2 on Reference Plan 57R-11044, and to authorize the sale of the land to the abutting owners.
4. Notice of the intention of City Council to pass this by-law was given by advertising notice duly published in the Kawartha Lakes This Week on the 16<sup>th</sup>, 23<sup>rd</sup>, and 30<sup>th</sup> days of December 2021 in accordance with the provisions of the Municipal Act, 2001 and City of Kawartha Lakes By-Law 2018-020, as amended.
5. The proposed By-Law came before Council for consideration at its regular meeting on the 18<sup>th</sup> day of March 2025 at 1:00 p.m. and at that time no person objected to the proposed by-law nor claimed that his land would be prejudicially affected.
6. The sale of this land was recommended by the Committee of the Whole on the 11<sup>th</sup> day of January 2022 by CW2022-013. The recommendation was adopted at the Regular Council meeting on the 25<sup>th</sup> day of January 2022 by CR2022-004.

**Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2025- .**

## **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: Road Closure, Sale, and Easement**

### **2.01 Closure and Sale:** The Land, legally described as Part of Fell’s Point Road, being Part of Lot 32, Concession 11, Fenelon, City of Kawartha Lakes, designated as Parts 1 and 2 on Reference Plan 57R-11044, has been declared surplus to municipal needs and is hereby stopped up, closed, and authorized to be sold to the abutting owner for Seven Thousand Four Hundred Ninety-Nine Dollars and Forty-Nine Cents (\$7,499.49), plus HST (if applicable), plus the cost of the Reference Plan, advertising, registrations, City Staff time fee, legal fees and disbursements, and any other costs incurred by the City in connection to this transaction.

### **2.02 Easement:** Prior to the transfer of that part of the road allowance, legally described as Part of Fell’s Point Road, being Part of Lot 32, Concession 11, Fenelon, City of Kawartha Lakes, designated as Parts 1 and 2 on Reference Plan 57R-11044, to the abutting owners, the City of Kawartha Lakes is authorized to grant an easement in favour of Hydro One Networks Inc. over Part of Fell’s Point Road, being Part of Lot 32, Concession 11, Fenelon, City of Kawartha Lakes, designated as Part 2 on Reference Plan 57R-11044.

### **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 Division of Victoria (No. 57).

By-law read a first, second and third time, and finally passed, this 18<sup>th</sup> day of March 2025.

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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 2025-**

### **A By-law to Establish Part of Lot 15 Concession 9; Part 4 on Plan 57R-10953; City of Kawartha Lakes 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 Part of Lot 15 Concession 9; Part 4 on Plan 57R-10953; City of Kawartha Lakes (Part of PIN: 63185-0207 (LT)) and approves the lands for assumption as public highway.
4. The parcel of land legally described as Part of Lot 15 Concession 9; Part 4 on Plan 57R-10953; City of Kawartha Lakes (Part of PIN: 63185-0207 (LT)) was transferred to the Corporation of the City of Kawartha Lakes per Registered Instrument KL190235 for road widening.

**Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2025- .**

#### **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 Part of Lot 15 Concession 9; Part 4 on Plan 57R-10953; City of Kawartha Lakes (Part of PIN: 63185-0207 (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 18<sup>th</sup> day of March, 2025.

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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 2025-**

### **A By-law to Authorize the Acquisition of the Property Legally Described as Part of Lot 27 Concession 4, Fenelon; City of Kawartha Lakes, being Parts 1 and 2 on Registered Plan 57R-11254 (Part of PIN: 63165-0567 (LT))**

File No.: L06-25-RS002, respecting Part of Lot 27 Concession 4, Fenelon

#### **Recitals**

1. The acquisition of the property legally described as Part of Lot 27 Concession 4, Fenelon; City of Kawartha Lakes, being Parts 1 and 2 on Registered Plan 57R-11254 (Part of PIN: 63165-0567 (LT)) was approved, in principle, by City Council in closed session at the regular Council meeting held on September 24, 2024.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2025- .

#### **Section 1.00: Definitions and Interpretation**

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

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

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

**“Council” or “City Council”** means the municipal council for the City;

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

- 1.02 **Interpretation Rules:** The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.
- 1.03 **Statutes:** References to laws in this By-law are meant to refer to the statutes, as amended from time to time, which are applicable within the Province of Ontario.
- 1.04 **Severability:** If a court or tribunal of competent jurisdiction declares any portion of this By-law to be illegal or unenforceable, that portion of this By-law shall be considered to be severed from the balance of the By-law, which shall continue to operate in full force and effect.

## **Section 2.00: Acquisition of Land**

**Acquisition:** The parcel of land described as Part of Lot 27 Concession 4, Fenelon; City of Kawartha Lakes, being Parts 1 and 2 on Registered Plan 57R-11254 (Part of PIN: 63165-0567 (LT)) is hereby authorized to be acquired by The Corporation of the City of Kawartha Lakes for consideration in the amount of Nineteen Thousand Nine Hundred Twelve Dollars and Fifty Cents (\$19,912.50), plus all costs associated with the transaction, including the Vendor's legal fees to a maximum of \$2,000.00 (inclusive of HST).

## **Section 3.00: Administration and Effective Date**

- 3.01 **Administration of the By-law:** The Manager of Realty Services is responsible for the administration of this By-law.
- 3.02 **Effective Date:** This By-law shall come into force on the date it is finally passed.

By-law read a first, second and third time, and finally passed, this 18<sup>th</sup> day of March 2025.

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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 2025-**

### **A By-law to Stop Up and Close Part of the Original Shore Road Allowance Lying in Front of Lot 23, Concession 3 Along Lake Dalrymple, Carden; City of Kawartha Lakes, Further Described as Part 1 on Plan 57R-11197 and to Authorize the Sale of the Land to the Abutting Owner**

File L06-23-RS060, respecting 183 McCrackin Avenue

#### **Recitals**

1. Pursuant to the Municipal Act, 2001, Council is empowered to stop up, close, and sell any part of a highway under its jurisdiction.
2. The Land described as Part of the Original Shore Road Allowance Lying in Front of Lot 23, Concession 3 Along Lake Dalrymple, Carden; City of Kawartha Lakes, further described as Part 1 on Plan 57R-11197, forms part of the original shore road allowance along Lake Dalrymple, and has been declared to be surplus to municipal needs.
3. It is desirable to stop up and close Part of the Original Shore Road Allowance Lying in Front of Lot 23, Concession 3 Along Lake Dalrymple, Carden; City of Kawartha Lakes, further described as Part 1 on Plan 57R-11197, and to authorize the sale of the Land to the abutting owner to merge with their existing holdings.
4. Notice of the intention of City Council to pass this by-law was given by advertising notice posted on the City of Kawartha Lakes website commencing February 5, 2024, in accordance with the provisions of the Municipal Act, 2001 and City of Kawartha Lakes By-law 2018-020, as amended.
5. The proposed by-law came before Council for consideration at its regular meeting on March 18, 2025 at 1:00 p.m. and at that time no person objected to the proposed by-law nor claimed that their land would be prejudicially affected.
6. The sale of this land was recommended by the Committee of the Whole on March 5, 2024 by CW2024-058. The recommendation was adopted at the Regular Council meeting on March 19, 2024 by CR2024-119.

**Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2025- .**

#### **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: Road Closure and Sale**

- 2.01 **Closure and Sale:** That part of the shoreline road allowance legally described as Part of the Original Shore Road Allowance Lying in Front of Lot 23, Concession 3 Along Lake Dalrymple, Carden; City of Kawartha Lakes, further described as Part 1 on Plan 57R-11197 has been declared to be surplus to municipal needs and is hereby stopped up, closed, and authorized to be sold to the abutting owner for Twenty Thousand Dollars (\$20,000.00), plus HST (if applicable), plus the costs of the Reference Plan, advertising, registrations, City staff time fee, legal fees and disbursements, and any other costs incurred by the City in connection to the transaction. It is a condition of the sale that the purchased property merge with the purchaser's adjacent property.

## **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 18<sup>th</sup> day of March, 2025.

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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 2025-XXX**

### **A By-law to Designate 19 Third Street, Village of Sturgeon Point in the City of Kawartha Lakes**

A By-law to designate 19 Third Street in the Village of Sturgeon Point in the City of Kawartha Lakes as being of Cultural Heritage Value or Interest under Part IV of the Ontario Heritage Act.

#### **Recitals**

1. Section 29 of the Ontario Heritage Act, R.S.O. 1990, provides that the Council of a municipality may pass a by-law to designate a property within the boundaries of the municipality as being of cultural heritage value or interest.
2. A Notice of Intention to Designate 19 Third Street, Village of Sturgeon Point described further in Schedule A, has been given in accordance with Section 29 of the Ontario Heritage Act.
3. No objection to the proposed designation has been served on the Clerk of the City.
4. Council has consulted with its Municipal Heritage Committee.
5. Reasons for Designation are set forth in Schedule A.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2025-XXX.

#### **Section 1.00: Definitions and Interpretation**

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

**“alter”** means to change in any manner and includes to restore, renovate, repair, erect, demolish, and disturb; and “alteration” and “altering” have corresponding meanings;

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

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

**“Council” or “City Council”** means the municipal council for the City;

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

**“Municipal Heritage Committee”** means the Kawartha Lakes Municipal Heritage Committee which makes recommendations to Council and is established under Section 28 of the Ontario Heritage Act;

**“Ontario Heritage Act”** or **“the Act”** means the Ontario Heritage Act, R.S.O. 1990, c. o.18, as amended or any successor thereof;

**“Property”** means property as set out in Section 2.01.

**1.02 Interpretation Rules:**

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

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

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

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

**Section 2.00: Designation of Property**

**2.01** 19 Third Street, Village of Sturgeon Point is designated as being of cultural heritage value, as described further in Schedule A. This designation shall not preclude alterations that may be deemed necessary for the efficient use of the property but that any and all alterations shall be in keeping with the original and present character of the property and that no alterations to the property affecting its heritage attributes as outlined in Schedule A shall be made without written consent from the City.

**2.02** The City is hereby authorized to cause a copy of this by-law to be registered against the property described above in the Land Registry Office.

**2.03** The Clerk is hereby authorized to cause a copy of this by-law to be served on the owner of the aforesaid property and on the Ontario Heritage Trust, and to cause notice of the passing of this by-law to be published in a newspaper with general circulation within the municipality.

**Section 3.00: Enforcement, Offence and Penalties**

**3.01 Enforcement:** This by-law may be enforced by every municipal law enforcement officer and police officer.

**3.02 Offence and Penalty:** It is an offence for a person to contravene any provision of this by-law, and every person who contravenes this by-law is guilty of an offence and, on conviction, is liable to a fine in accordance with



the provisions of the Provincial Offences Act, the Ontario Heritage Act and to any other applicable penalty.

#### **Section 4.00: Administration and Effective Date**

4.01 **Administration of the By-law:** The Director of Development Services is responsible for the administration of this by-law.

4.02 **Effective Date:** This By-law shall come into force on the date it is finally passed.

By-law read a first, second and third time, and finally passed, this XXX day of XXX, 2025.

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Doug Elmslie, Mayor

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Cathie Ritchie, City Clerk

## **Schedule A to By-law 2025-XXX**

Being a By-law to designate 19 Third Street, Village of Sturgeon Point in the City of Kawartha Lakes as being of cultural heritage value or interest.

### **Section 1: Description of Property**

19 Third Street, Village of Sturgeon Point

### **Section 2: Location of Property**

Located on the west side of Third Street.

### **Section 3: Legal Description**

FENELON CON 10 PT LOT 10 AND; PLAN 73 LOTS 78 AND 85

### **Section 4: Location of Heritage Features**

The primary heritage feature of the property is the historic cottage located on the eastern half of the property accessed from Third Street.

### **Section 5: Statement of Reasons for Designation**

#### **Design and Physical Value**

19 Third Street has design and physical value as a unique and early example of a late nineteenth century summer cottage in Kawartha Lakes. Constructed in 1887, the cottage is one of the original summer residences in Sturgeon Point and is visually and architecturally distinct from the surrounding cottages through its unique architectural forms, small size, and Victorian and Rustic influences. The structure, with a steeply pitched roof, octagonal bay, and frame construction, is believed to have been based on the form of a tent and reflects the broader trend towards rustic design in cottage architecture that sought to integrate buildings with their surrounding environment.

#### **Historical and Associative Value**

19 Third Street has historical and associative value in its association with Lindsay artist and early Sturgeon Point cottager, W.A. Goodwin who used the property as his summer residence for most of his life. Goodwin, who is believed to have both designed and built the cottage also known as Cherry Tree Lodge, was an important commercial decorator in late nineteenth and early twentieth century Lindsay, as well as an artist and countercultural thinker in Kawartha Lakes. His painting and sketches are important depictions of life in Kawartha Lakes at the turn of the twentieth century, showing primarily scenes relating to nature and the burgeoning summer recreation industry in the region. Although not well recognized after his death in 1940, Goodwin's art has recently re-emerged and been recognized for its insight into life in the region during his lifetime. The property also yields information regarding the development of Sturgeon Point as a cottage community in the late nineteenth and early twentieth century.

#### **Contextual Value**

19 Third Street has contextual value as a contributing feature to the historic character of Sturgeon Point as a recreational cottage community. Through its

history and architecture, it supports and maintain the character of the community as a summer cottage community dating from the late nineteenth and early twentieth century. It is one of a collection of the original generation of summer cottages at Sturgeon Point and is historically linked to its surroundings as part of the historic landscape of the community. The cottage is a well-known local landmark, since the time of its construction and has gained increasing recognition over the past decade with the re-emergence of Goodwin's art into the public sphere.

## **Section 6: Heritage Attributes**

The Reasons for Designation include the following heritage attributes and apply to all elevations, unless otherwise specified, and the roof including: all façades, entrances, windows, chimneys, and trim, together with construction materials of wood, brick, stone, stucco, concrete, plaster parging, metal, glazing, their related building techniques and landscape features.

### **Design and Physical Attributes**

The design and physical attributes support the value of the property as a unique and early example of a summer cottage in Sturgeon Point.

- One-storey frame construction
- Steeply pitched gable roof
- Hexagonal eastern elevation
- Vertical and herringbone external wooden cladding
- Shingled gable
- Scalloped gingerbread
- Fenestration including:
  - Sash windows with divided lower sash
  - Coloured glass transoms
- Entrance including:
  - Screen door

### **Historical and Associative Attributes**

The historical and associative attributes of the property support its value in its association with W.A. Goodwin

- Association with W.A. Goodwin
- Name "Cherry Tree Lodge"

- Historic and continuing use as a summer cottage

**Contextual Attributes**

The contextual attributes support the value of the property as a contributing feature of the historic summer cottage community landscape of Sturgeon Point and as a local landmark.

- Location on a through lot between Third Street and Fourth Street
- Setback of cottage from Third Street
- Placement amongst mature trees
- Views of the cottage from Third and Fourth Streets as part of the cottage landscape of the community

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

## **By-Law 2025- XXX**

### **A By-Law to Amend the City of Kawartha Lakes Official Plan to Re-designate Land within the City of Kawartha Lakes**

[File D01-2025-008, Report PLAN2025-016, respecting 2475 Housey's Rapids Road, Conc. 13, Part Lot 31 Registered Plan: 57R-9199 Part 1, Township of Dalton, City of Kawartha Lakes –Andrew & Carolyn Faria]

#### **Recitals:**

1. Sections 17 and 22 of the Planning Act, R.S.O. 1990, c. P.13, authorize Council to consider the adoption of an amendment to an Official Plan.
2. Council has received an application to amend the City of Kawartha Lakes Official Plan to amend the land use policies to include a Special Policy which removes a portion of the subject land from the applicable requirements of Section 20.4.2, to address minimum lot area and minimum lot frontage requirements to facilitate the creation of one (1) residential lot by consent for severance under Section 50 and 53 of the Planning Act to portions of the property known municipally as 2475 Housey's Rapid Road.
3. A public meeting to solicit public input has been held.
4. Council deems it appropriate to adopt Official Plan Amendment Number 58.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2025-XXX.

#### **Section 1:00 Official Plan Amendment Details**

- 1.01 **Property Affected:** The property affected by this By-law is described as Conc. 13, Part Lot 31 Registered Plan: 57R-9199 Part 1, Township of Dalton, now in the City of Kawartha Lakes, 2475 Housey's Rapids Road.
- 1.02 **Amendment:** Amendment No. 58 to the City of Kawartha Lakes Official Plan, attached hereto as Schedule 'A' and forming a part of this By-law is hereby adopted.

## **Section 2:00      Effective Date**

2.01    **Force and Effect:** This By-law shall come into force and take effect on the date it is finally passed, subject to the approval of the City of Kawartha Lakes in accordance with the provisions of Section 17 and 22 of the Planning Act, R. S. O. 1990, c. P.13.

By-law read a first, second and third time, and finally passed, this 18th day of March, 2025.

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Doug Elmslie, Mayor

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Cathie Ritchie, City Clerk

## **Schedule 'A' to By-law No. 2025-\*\*\***

The Corporation of the City of Kawartha Lakes

### **Amendment No. 58 To The Official Plan – The City of Kawartha Lakes**

#### **Part A – The Preamble**

##### **A. Purpose**

The purpose of the official plan amendment is to create a Special Policy Area to permit lot creation within the Waterfront Designation with a minimum lot area of 4,000 square metres and a minimum lot frontage of 31.35 metres on the portion of the Subject Land that is proposed to be severed.

The effect of the change would permit a contemplated land severance creating a new lot intended for the purpose of a single residential dwelling via a future consent application.

##### **B. Location**

The subject land has a lot area of approximately 5.53 hectares and is located between Housey's Rapids Road and Black River Road, in the geographic Township of Dalton. The south portion of the subject land affected by this application has an area of approximately 0.4 ha. and is located north of Black River Road. The property is legally described as Concession 13, Part Lot 31 Registered Plan: 57R-9199 Part 1, Township of Dalton, City of Kawartha Lakes and identified as 2475 Houseys Rapids Road.

##### **C. Basis**

Council has enacted this official plan amendment in response to an application submitted by Kevin M. Duguay on behalf of the owner to permit a contemplated land severance creating a new lot intended for the purpose of a single residential dwelling via a future consent application. It is intended that a special policy be incorporated into the City of Kawartha Lakes Official Plan to facilitate a concurrent application for the creation of a residential lot for a portion of the subject land known as 2475 Houseys Rapids Road.

The land is designated "Rural", "Waterfront" and "Environmental Protection" as shown on Schedule "A-8" of the City of Kawartha Lakes Official Plan. The land is also subject to an application for zoning by-law amendment.

The proposed use and amendment to the City of Kawartha Lakes Official Plan are justified and represent good planning for the following reasons:

1. The proposed use/development conforms to the goals and objectives of the "Waterfront" designation as set out in the City of Kawartha Lakes Official Plan.

2. The proposed use/site concept is compatible and integrates well with the surrounding area.

## **Part B - The Amendment**

### **D. Introductory Statement**

All of this part of the document entitled Part B – The Amendment, consisting of the following text and the attached map constitutes Amendment No. 58 to the City of Kawartha Lakes Official Plan.

### **E. Details of the Amendment**

1. The Official Plan for the City of Kawartha Lakes is hereby amended to add the following subsection.

#### **20.7 Special Provisions:**

- “20.7.9. Notwithstanding the provisions of Section 20.4.2, the southwesterly part of the property known municipally as 2475 Housey’s Rapids Road (Dalton), shall have a minimum lot area of 4,000 square metres and a minimum lot frontage of 31.35 metres.
2. Schedule ‘A-8’ of the City of Kawartha Lakes Official Plan is hereby amended by inserting a note that the area is subject to Special Policy 20.7.9 of the Official Plan, as shown on Map ‘A’ as ‘Subject to Special Provision 20.7.9’.

### **F. Implementation and Interpretation**

The implementation and interpretation of this amendment shall be in accordance with the relevant policies of the Official Plan.

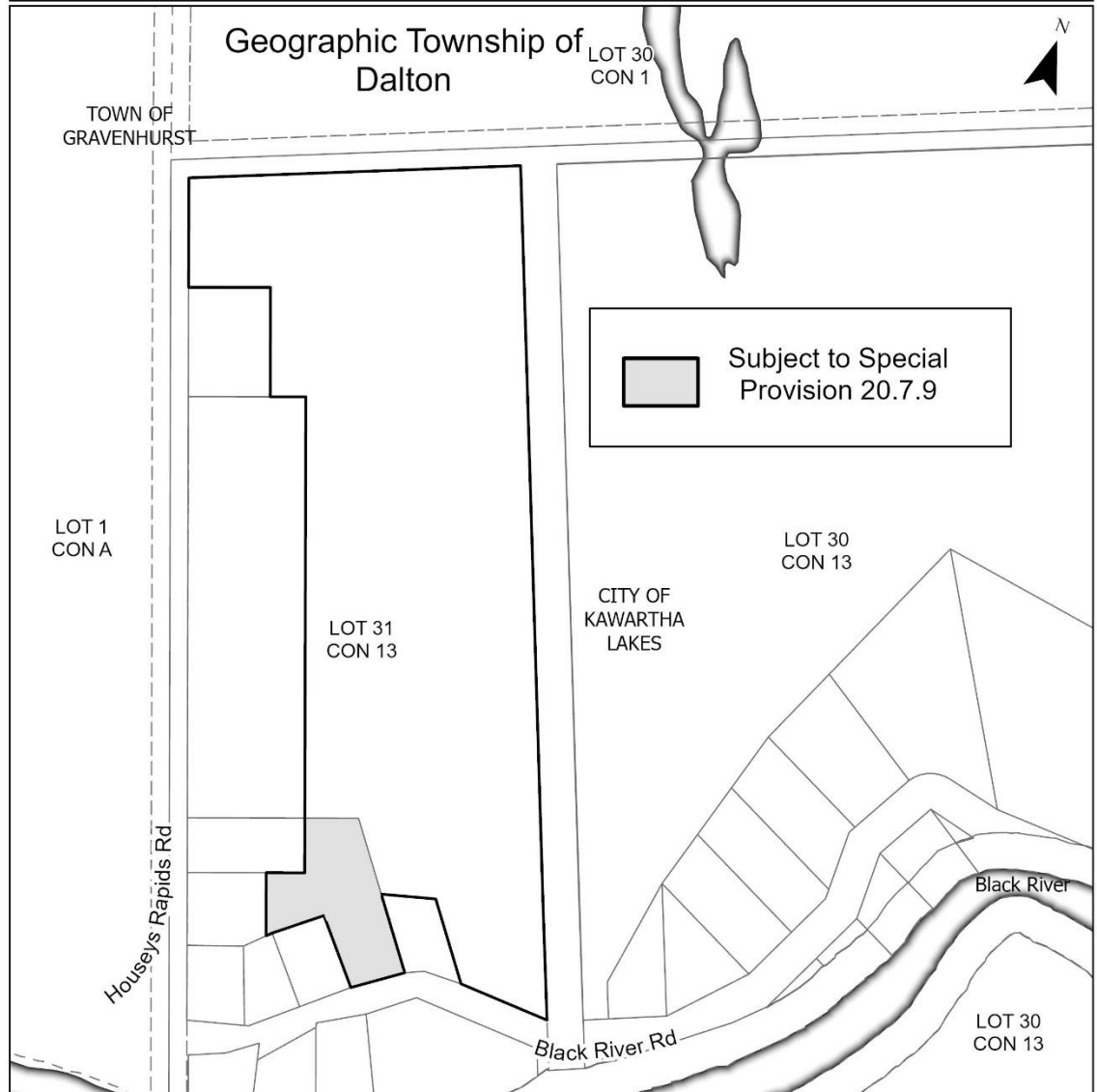


THE CORPORATION OF THE CITY OF

# KAWARTHA LAKES

Map 'A' to Amendment No. 58

To the City of Kawartha Lakes Official Plan



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

## **By-Law 2025 - [REDACTED]**

### **A By-law to Amend the Township of Dalton Zoning By-law No. 10-77 to Rezone Land within the City Of Kawartha Lakes**

[File D06-2024-023, Report PLAN2025-016, respecting 2475 Houseys Rapids Road (Concession 13, Part Lot 31 Registered Plan: 57R-9199 Part 1, Township of Dalton, City of Kawartha Lakes, identified as 2475 Houseys Rapids Road – Andrew & Carolyn Faria]

#### **Recitals:**

1. Section 34 of the Planning Act, R.S.O. 1990, c.P.13 authorizes Council to determine the appropriate zoning categories and provisions assigned to land.
2. Council has received an application to amend the categories and provisions relating to a specific parcel of land to rezone a portion of the Subject Land from the 'Limited Service Residential Exception One (LSR-1) Zone' to a 'Limited Service Residential (H) (LSR (H)) Zone' with a holding provision, a portion of the land from the Rural General (RG) Zone' to a 'Limited Service Residential Exception (H) (LSR (H)) Zone' with a holding provision, and from the Rural General (RG) Zone' to a site specific 'Rural General Exception 9 (H) (RG-9 (H)) Zone' with a holding provision.
3. A public meeting to solicit public input has been held.
4. Council deems it appropriate to rezone the Property.

**Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2025-[REDACTED].**

#### **Section 1:00 Zoning Details**

- 1.01 **Property Affected:** The Property affected by this by-law is described as Concession 13, Part Lot 31 Registered Plan: 57R-9199 Part 1, Township of Dalton, City of Kawartha Lakes.
- 1.02 **Textual Amendment:** By-law No. 10-77 of the Township of Dalton is further amended to add the following section to Section 8.3:  
  
    '8.3.9 Rural General Exception 9 (H) (RG-9 (H)) Zone  
  
    a. Notwithstanding subsection 8.2, on lands zoned RG-9 (H), the minimum lot area shall be 5.5 ha.  
  
    b. Where the zone designation on Schedule 'D' is followed by the holding symbol "(H)", the lands are subject to a consent for severance application. Once the consent for severance is granted, no further severances can be made on lands zoned RG-9 (H). At such time as the holding symbol is

removed, by amendment to this By-law, the lot may be used in accordance with the applicable zone provisions.'

By-law No. 10-77 of the Township of Dalton is further amended to add the following section to Section 2.3:

'Limited Service Residential Holding (LSR (H)) Zone:

- a. On the lands municipally known as at 2475 Housey's Rapids Road, where the zone designation on Schedule 'D' is followed by the holding symbol "(H)", the lands are subject to a consent for severance application. At such time as the holding symbol is removed, by amendment to this By-law, the lot may be used in accordance with the applicable zone provisions.'

- 1.03 **Schedule Amendment:** Schedule 'D' to By-law No. 10-77 of the Township of Dalton is further amended to change the zone category from the 'Limited Service Residential Exception One (LSR-1) Zone' to a 'Limited Service Residential (H) (LSR (H)) Zone', from the Rural General (RG) Zone' to a site-specific 'Limited Service Residential (H) (LSR (H)) Zone', and from the Rural General (RG) Zone' to a site specific 'Rural General Exception 9 (H) (RG-9 (H)) Zone', as shown on Schedule 'A' attached to this By-law.

## **Section 2:00      Effective Date**

- 2.01 **Effective Date:** This By-law shall come into force and take effect on the date it is finally passed, subject to the provisions of Section 34 of the Planning Act R.S.O. 1990, c.P.13.

By-law read a first, second and third time, and finally passed, this 18th day of March, 2025.

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Doug Elmslie, Mayor

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Cathie Ritchie, City Clerk

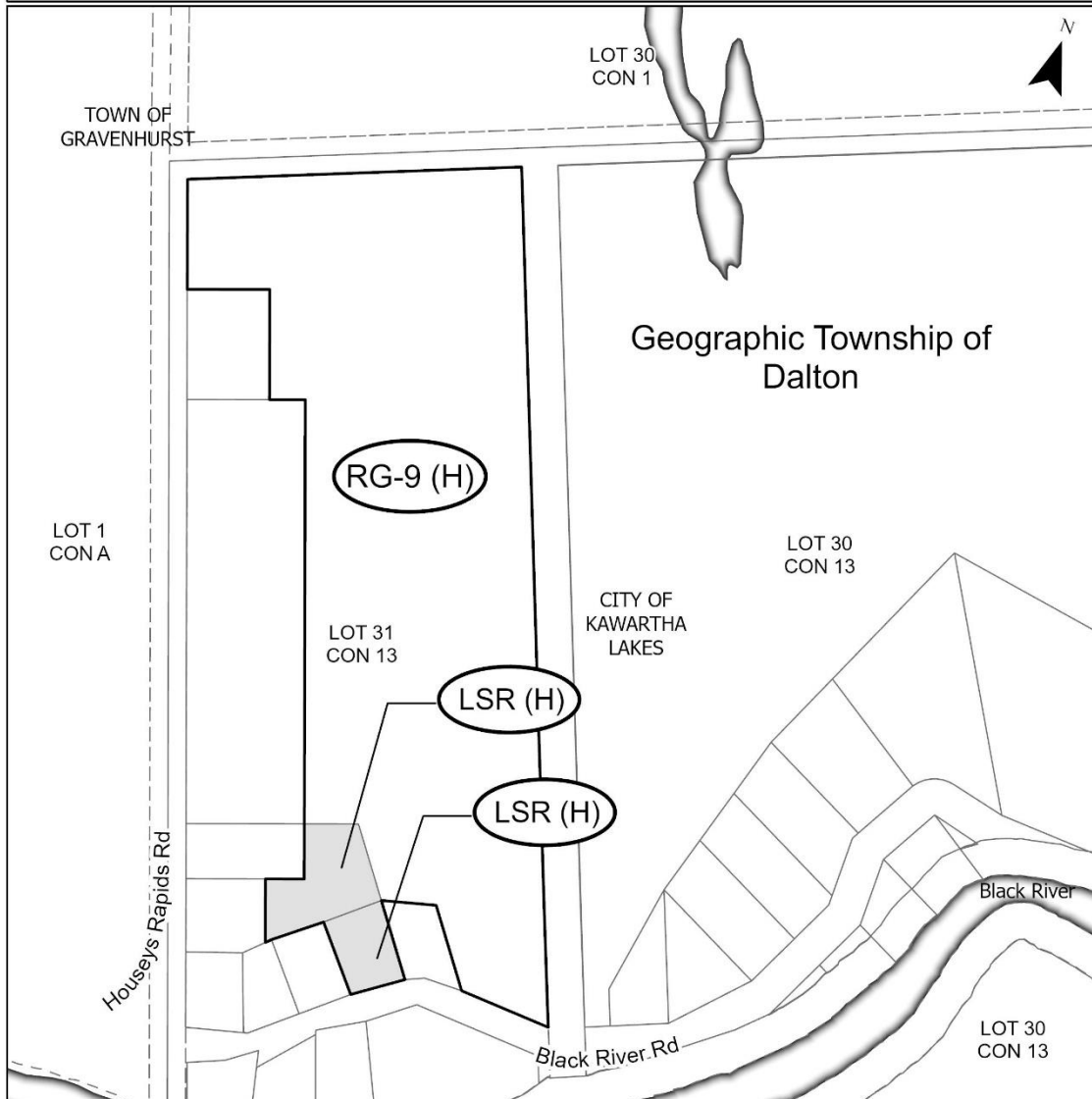
THE CORPORATION OF THE CITY OF

## KAWARTHA LAKES

THIS IS SCHEDULE 'A' TO BY-LAW \_\_\_\_\_ PASSED

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2025.

MAYOR \_\_\_\_\_ CLERK \_\_\_\_\_



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

## **By-law 2025-\_\_\_\_**

### **A By-Law to Confirm the Proceedings of a Regular Meeting of Council, Tuesday, March 18, 2025**

#### **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 2025-\_\_\_\_.**

#### **Section 1.00: Confirmation**

- 1.01 The actions of the Council at the following meeting:

##### **Tuesday, March 18, 2025, 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 18th day of March, 2025.

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Doug Elmslie, Mayor

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Cathie Ritchie, City Clerk