



Agenda
The Township of Cavan Monaghan
Regular Council Meeting

Monday, April 7, 2025

12:30 p.m.

Council Chambers

Members in attendance are asked to please turn off all electronic devices during the Council Meeting. Any special needs requirements pertaining to accessibility may be directed to the Clerk's Office prior to the meeting. A link to the livestreaming is available at www.cavanmonaghan.net. Council Members may be participating remotely.

Pages

1. Call to Order

2. Land Acknowledgement

We respectfully acknowledge that the Township of Cavan Monaghan is located on the Treaty 20 Michi Saagiig territory, in the traditional territory of the Michi Saagiig Anishnaabeg. We offer our gratitude to First Nations for their care for and teachings about these lands. May we honour these teachings.

3. Approval of the Agenda

4. Disclosure of Pecuniary Interest and the General Nature Thereof

5. Closed Session

5.1 Resolution to move into Closed Session

5.2 Minutes of the Closed Session held March 17, 2025

5.3 Report - Corporate Services 2025-05 Advisory Committee Vacancy Appointments (CP)

personal matters about an identifiable individual, including municipal or local board employees

5.4 Acquisition Proposal Update: Elmdale Road Property, 15-09-030-001-09800 (YH)

a proposed or pending acquisition or disposition of land by the municipality or local board employees

6.	Report from Closed Session	
7.	Public Meeting	
7.1	Resolution to open the Public Meeting	
7.2	Report - Planning 2025-16 2097 Whittington Drive - Zoning By-law Amendment (ZBA-01-25) Temporary Use (MW)	5 - 19
7.3	Questions/Comments from members of Council	
7.4	Questions/Comments from members of the public	
7.5	Consideration of the Report	
7.6	Resolution to close the Public Meeting	
8.	Presentation	
8.1	Taylor Wilson, Aladaco Consulting Inc. Corporate and Community Energy and Emissions Report (CCER)	20 - 35
9.	Minutes	
9.1	Minutes of the Regular Meeting held March 17, 2025	36 - 40
10.	Minutes from Committees and Boards	
10.1	Millbrook Valley Trails Advisory Committee Meeting Minutes of January 27, 2025 and February 24, 2025	41 - 49
10.2	Cavan Monaghan Public Library Board Meeting Minutes of January 21, 2025	50 - 52
10.3	Municipal Revitalization and Heritage Advisory Committee Meeting Minutes of February 20, 2025	53 - 55
11.	Reports	
11.1	Report - Building 2025-14 Development Statistics – First Quarter 2025 (KP)	56 - 58
11.2	Report - Building 2025-15 Corporate and Community Energy and Emissions Report (KP)	59 - 61

11.3	Report - Planning 2025-17 J.K.R Realty–Temporary Use Agreement-Pickleball Courts (MW)	62 - 69
11.4	Report - Planning 2025-18 988 County Road 10 – Removal of Holding Symbol from the UR1-A-6-H13 Zone (MW)	70 - 74
11.5	Report - Planning 2025-19 Station Park Signage Project (KE/BA)	75 - 77
11.6	Report - Public Works 2025-06 Tender T-PW-25-01 Slurry Seal (DH)	78 - 84
11.7	Report - Public Works 2025-07 T-PW-25-02 Surface Treatment Tender (DH)	85 - 91
11.8	Report - ECD 2025-02 Road Occupancy Permits for 2025 Special Events (BA)	92 - 100
11.9	Report - Corporate Services 2025-06 Lease Agreement with the Millbrook Cavan Firefighter's Association (CP)	101 - 119
11.10	Council/Committee Verbal Reports	
12.	General Business	
13.	Correspondence for Information	
14.	Correspondence for Action	
15.	By-laws	
15.1	By-law No. 2025-19 Zoning By-law Amendment 2097 Whittington Drive (ZBA-01-25)	120 - 122
15.2	By-law No. 2025-20 being a by-law to authorize the execution of a Temporary Use Agreement between J.K.R. Realty Limited and the Corporation of the Township of Cavan Monaghan	123 - 126
15.3	By-law No. 2025-21 being a by-law to Remove the Holding (H) Symbol from By-law No. 2018-58, as amended, related to the Lands Described as Parts 1, 2 and 3 of Plan 45R-17774 in part of Lot 12, Concession 6, Geographic Township of Cavan, Township of Cavan Monaghan	127 - 127
15.4	By-law No. 2025-22 being a by-law to authorize the Mayor and Clerk to execute a Lease Agreement between The Township of Cavan Monaghan and the Millbrook Firefighter's Association	128 - 136

- 16. Unfinished Business
- 17. Notice of Motion
- 18. Confirming By-law
 - 18.1 By-law No. 2025-23 being a by-law to confirm the proceedings of the meeting held April 7, 2025 137 - 137
- 19. Adjournment
- 20. Upcoming Events/Meetings
 - 20.1 Community Safety Open House with Police Chief Betts and Mayor Graham Tuesday, April 8, 2025 at 7:00 p.m., CMCC - Community Hall
 - 20.2 Cavan Monaghan Public Library Board Meeting, Tuesday, April 15, 2025 at 7:00 p.m., Millbrook Branch
 - 20.3 Regular Council Meeting Tuesday, April 22, 2025 at 1:00 p.m.
 - 20.4 Earth Day, Tuesday, April 22, 2025, 5:00 p.m. to 7:00 p.m. at CMCC, Community Hall
 - 20.5 Millbrook Valley Trails Advisory Committee Meeting Monday, April 28, 2025 at 4:00 p.m.



Regular Council Meeting

To:	Mayor and Council
Date:	April 7, 2025
From:	Matt Wilkinson, Planner
Report Number:	Planning Department 2025-16
Subject:	2097 Whittington Drive – Zoning By-law Amendment (ZBA-01-25) Temporary Use

Recommendations:

1. That Council receive and consider all comments related to Zoning By-law Amendment Application ZBA-01-25; and
2. That By-law No. 2025-19 be approved to rezone the subject lands from the Rural Employment Exception Nine (M2-9) Zone to the Rural Employment Exception Ten Temporary Use Seven (M2-10-T7) Zone.

Overview:

The agent (Roman Trippel) for the property owner (J.K.R. Realty) applied for a Temporary Use Zoning By-law Amendment for lands located in part of Lot 4, Concession 10 (North Monaghan), described as Lot 4, Plan 45M185, and known municipally as 2097 Whittington Drive. The Zoning By-law Amendment is required to temporarily permit a commercial recreation use (pickleball courts) on a portion of the property.

A key map and air photo showing the location of the subject property and the surrounding area are provided as Attachment Nos. 1 and 2 to this Report.

The lands subject to the Zoning By-law Amendment are approximately 0.88 hectares (2.17 acres) in size with approximately 68 metres (224 feet) of frontage on Whittington Drive.

The property is developed with a building approximately 2,880 square metres (31,000 square feet) in size. Within the building is approximately 2,045 square metres (22,012 square feet) of warehouse space, 242 square metres (2,600 square feet) of office space and a golf simulator approximately 120.75 square metres (1,300 square feet) in size. No change to the exterior footprint of the building is proposed as part of the Application.

Minor interior renovations and the reorganization of the established parking area will be required. A site plan and image of the parking layout are provided as Attachment Nos. 3 and 4 to this Report.

Purpose and Effect of Zoning By-law Amendment Application

The lands subject to the Application are zoned Rural Employment Exception Nine (M2-9). The property was rezoned through the approval of By-law No. 2024-43 in August of 2024. The existing golf simulator, warehouse and office space are permitted in the M2-9 Zone. A commercial recreational use is not a permitted use in the M2-9 Zone. As such, a zoning by-law amendment is required.

The purpose of the Application is to rezone the subject property to permit a temporary commercial recreational use (pickleball courts) within a portion of the warehouse space for a period of up to three (3) years.

By-law No. 2018-58, as amended, defines Commercial Recreation Use as “a privately-owned indoor sports or recreation premises operated for use by private members and/or the general public and includes uses such as a pool hall, bowling alley, paint ball facility, curling rink, rock climbing facility and miniature golf.” This definition can be used to capture the proposed pickleball use.

As drafted, By-law No. 2025-19 will rezone the subject property from the Rural Employment Exception Nine (M2-9) Zone to the Rural Employment Exception Ten Temporary Seven (M2-10-T7) Zone. In the M2-10-T7 Zone, a commercial recreational use will be permitted for a maximum of three (3) years. The commercial recreational use will be limited to no more than four (4) pickleball courts and must be located within the principal building. All other provisions of the M2-9 Zone will apply to the subject property. By-law No. 2025-19 is provided as Attachment No. 5 to this Report.

Council may, by by-law, extend the temporary use period by as much as three (3) years at any one time. Upon expiry of the temporary use By-law, the zoning on the subject lands will revert to the Rural Employment Exception Nine (M2-9) Zone and the commercial recreation use will not be considered an existing non-conforming use, as specified by the Planning Act, Section 39, R.S.O. 1990, as amended.

Official plan amendment and zoning by-law amendments are required to permit a permanent commercial recreation use on the property.

Response to Notice

Notice of the Zoning By-law Amendment application was circulated, by first class prepaid mail, to all assessed persons within 120 metres (400 feet) of the lands affected by the Zoning By-law Amendment application. Notice was provided by email to all Township Department Directors, Ministries and Agencies and Notice was also sent to the City of Peterborough and Hiawatha First Nation who request notice by email. A sign was posted on the Whittington Drive frontage of the subject property and the Notice of

Public Meeting was posted on the Township website. The Notice complies with the requirements of the Planning Act.

At the time of drafting this Report, Township Staff have not received any comments from the public.

Staff have received comments from the City of Peterborough, the Kawartha Pine Ridge District School Board, the County of Peterborough Public Works Department, Canada Post, Enbridge Gas, and Otonabee Conservation, who did not have any objection to the Application.

Township Public Works and Township Fire Departments have no concerns with the proposal.

Township Building Staff will require a building permit for the change of use. The permit application must be supported by floor plans and a report noting the requirements to justify the proposed occupant loads. The capacity of the existing septic system was reviewed and found to be satisfactory by Township Staff.

Township Economic Development Staff are in support of the Application. Currently, the Fleming Industrial Park is one of the Township's largest employers and is a very sustainable model.

One of the key objectives for economic development identified in the Township's Corporate Strategic Plan 2025-2030 is to increase flexibility in zoning by-laws for employment lands to allow for a wider range of commercial, agricultural and employment land uses. Greater flexibility in the permitted uses gives the industrial landowner a better opportunity to respond to the market demand. The ability to diversify will allow them to stay competitive and maximize profits thus keeping them in business longer.

The economic risk to the community is lower because employment is spread out among multiple smaller businesses rather than just one. The addition of a recreational use (pickleball courts) makes this industrial complex unique and as such, a business attraction tool. A company may choose to locate/re-locate to the industrial park because there is a "value add" for employees.

The Township Official Plan notes one of the Strategic Directions for Economic Development is to establish employment areas that provide a range of job opportunities and a broad range of commercial and service facilities geared specifically to meet the needs of residents in the Township (2.4 a)). Although not a high volume employer, a pickleball court facility still offers customer service, facility maintenance and coaching employment opportunities. At the same time, it fills an identified gap in recreational services that is growing in demand. The Vision 2035 Parks and Recreation Strategic Demand identified a number of leisure interests that should be given priority in development, including racquet sports (e.g., pickleball).

The proposed development, although unconventional, offers a win/win for both the Township and the proponent.

The Township Parks and Recreation Manager provided comment that the Cavan Monaghan Community Center (CMCC) currently provides six (6) indoor courts from April through July subject to ice installation.

Landscape Planning Limited recently presented Concept Designs to Council for the future development phasing at the CMCC which included four (4) outdoor pickleball courts. At this time, an expansion to the existing facility for indoor amenities was not included.

As the six (6) indoor courts at the CMCC are only available for a limited time during summer months and there is no defined timeline for the outdoor pickleball courts, the Township Parks and Recreation Department does not have any objection to the proposed temporary indoor courts.

Township of Cavan Monaghan Official Plan:

The subject lands are designated Rural Employment in the Township of Cavan Monaghan Official Plan as shown on Schedule 'A' to the Township's Official Plan. Employment Areas are designated in an official plan for clusters of business and economic activities including, but not limited to, manufacturing, warehousing, offices, and associated retail and ancillary facilities.

A commercial recreation use is not permitted in the Rural Employment designation. An Official Plan Amendment is required to permit a permanent commercial recreation use on the property.

However, Section 8.6.1 a) of the Township Official Plan permits Council to pass a by-law to allow the temporary use of lands that do not comply with the Land Use designations in the Official Plan.

Council may pass a by-law to allow the temporary use for a specific time period up to three (3) years and where it is considered inappropriate by the Township to permit the proposed use on a permanent or continuing basis and where alternatives such as relocation are not practical. Subsequent by-laws granting extensions of up to three (3) years may be passed. However, once the by-law has lapsed, the use must cease or otherwise will be viewed as contravening By-law No. 2018-58, as amended. (Section 8.6.1 b)).

Prior to the approval of a Temporary Use By-law, Council must be satisfied that:

- i) the temporary use does not require major capital investment or alteration to the existing landscape;
- ii) the proposed use is compatible with surrounding land uses;
- iii) the proposed use does not require the extension of municipal services;

- iv) the developer has entered into an agreement with the Township specifying the conditions under which the use may be permitted;
- v) the By-law shall specify a maximum time period for which the use may be permitted;
- vi) the proposed use will not cause traffic hazards or an unacceptable level of congestion on surrounding roads;
- vii) parking facilities required by the proposed use will be provided entirely on-site;
- viii) the proposed use will not have a negative impact on natural heritage features and hydrologic features; and,
- ix) the proposed use shall generally be in the public interest.

The property owner will enter into an agreement with the Township after the approval of By-law No. 2025-19.

The Application conforms to Section 8.6.1 of the Township Official Plan.

Township Zoning By-law

The subject property is zoned Rural Employment Exception Nine (M2-9). The existing warehousing, office and golf simulator uses are permitted uses in the M2-9 Zone. The Application proposes to temporarily add a commercial recreation use (pickleball courts) to the list of permitted uses for the subject property. The added use will increase the number of people and traffic entering the site and increase the required number of parking spaces on the property.

The Applicant has provided an updated Site Plan that illustrates 58 available parking spaces, three (3) barrier-free parking spaces and two (2) loading spaces. To accommodate the additional use, the site's loading and parking layout design has been changed to add eleven (11) parking spaces and remove four (4) loading spaces.

By-law No. 2018-58, as amended, requires one (1) parking space for every 200 square metres of warehouse space and one (1) parking space for every person permitted by the Fire Code Capacity. The 2,045 square metres (22,012 square feet) of warehouse space requires ten (10) parking spaces and one (1) loading space. The pickleball courts will have a Fire Code Capacity of 40 people, requiring 40 parking spaces. Therefore, the property requires a total of 50 parking spaces, three (3) barrier free parking spaces and one (1) loading space. The Application complies with the loading and parking regulations in By-law No. 2028-58, as amended.

After the temporary use By-law has expired, the parking layout will revert to the layout as in the approved site plan.

County of Peterborough Official Plan

The subject lands are described as Rural Areas in the County of Peterborough Official Plan (CPOP). The CPOP promotes and directs the location of industrial and commercial uses to the four serviced settlement areas in the County or to commercial and industrial

areas established and designated in local official plans (S. 4.6.3.2). The County recognizes the contributions of the commercial and industrial sectors to the County economy and encourages the protection of existing industrial areas and the provision of new, high quality development through local Official Plans and their use of Employment Area designations and zoning (S. 4.6.3.2).

The commercial recreation use is being permitted as a temporary use at this time. The employment designation and zoning are not being removed and no disruption to the surrounding employment uses are expected. Township Staff are of the opinion that the Application conforms to the County Official Plan.

Provincial Planning Statement (2024) (PPS)

An employment area is defined in the PPS as “those areas designated in an official plan for clusters of business and economic activities including manufacturing, research and development in connection with manufacturing, warehousing, goods movement, associated retail and office, and ancillary facilities. An employment area also includes areas of land described by subsection 1(1.1) of the Planning Act. Uses that are excluded from employment areas are institutional and commercial, including retail and office not associated with the primary employment use listed above”.

The subject property is part of the Fleming Industrial Park. The property is designated Rural Employment in the Township Official Plan. The Fleming Industrial Park covers approximately 7.35 hectares (18 acres) of land servicing a cluster of over 20 businesses which provide economic activity in the Township.

The property is part of the North Monaghan Employment Area, which is one of three key rural employment areas in the Township. The North Monaghan Employment Area has been an important rural employment area for decades. The North Monaghan Employment Area is made up of almost 30 properties, covers over 100 hectares along 1.7 kilometres near North Monaghan Parkway, connecting Highways 115 to the south and 7 to the west.

The PPS requires that employment areas be promoted through economic development and competitiveness through a list of identified tools (S.2.8.1.1).

Section 2.8.2.1 of the PPS directs planning authorities to plan for, protect and preserve employment areas for current and future uses.

The Application proposes adding a temporary use that is compatible with the surrounding area, will not interfere with the operation or the continued development of the neighbouring businesses within the employment area. The Application will not remove the employment designation or significantly impact the building on the subject property. Employment uses, as defined, will be reinstated after the temporary term has ended.

The Application is consistent with the PPS.

Parks and Recreation Strategic Plan (Vision 2035)

The submitted justification letter references the Township's Parks and Recreation Strategic Plan (Vision 2035). Vision 2035 is a long-term strategic plan that provides direction to assist planning and decision making for recreation, culture and parks in the Township. Vision 2035 references that some facilities, including various types of racquet sport courts, are in high demand and are not available in the Township. Vision 2035 also notes that not all facilities can be provided by the Township.

The submitted justification letter identifies that pickleball is a growing sport in the community. The justification letter references Section 3.3, Principle 7 (Vision 2035). This principle suggests that the Municipality seek opportunities to collaborate with others to provide parkland; culture and recreation facilities; and associated programming and events, particularly with the school boards, post-secondary education facilities, environmental agencies and groups, volunteer-based community groups, and the commercial sector.

Vision 2035 states that partnerships and shared use agreements should be considered to provide access to some types of facilities that are beyond the ability of the Municipality to provide, at least in the near term. However, it should be noted that neither the Applicant or the Township is proposing a partnership or a shared use agreement.

Section 3.3 Principal 6 of Vision 2035 states that recreational services should complement rather than compete. Based on the philosophy of minimizing duplication and optimizing investment in services, the Township will complement rather than compete with what other providers can and are offering and only provide similar facilities, programming and associated services when:

1. There are areas of under-service and/or growing demand that is not being met by others,
2. The quality of other services is substandard,
3. The price of other services is too high for less affluent members of the community and the Municipality decides to offer a particular program at a more affordable price point,
4. Distance to other services is deemed to be too far, and
5. The Municipality decides that it wants to become a principal service provider in a particular area (e.g., recreational skating, indoor roller blading, indoor in-line skating, waterplay facilities, etc.).

The Cavan Monaghan Community Center (CMCC) only provides six (6) indoor pickleball courts to the public and access to the courts is limited from April to July. Given the popularity of pickleball in the Township and the surrounding area, the proposed indoor

courts provide additional recreational services which complement rather than compete with Township service levels.

Financial Impact:

The Zoning By-law Amendment Application fee was received.

Linkage to the Strategic Plan:

The Application aligns with Strategic Priority #2 Community Vitality, Objective 1 and Objective 4 to enhance and optimize recreation in the Township and to build upon existing indoor & outdoor spaces to promote health & wellness. The proposal will provide temporary additional facilities to an under-served and/or growing demand and is aligned with Section 3.3 Principal 6 of the Parks and Recreation Strategic Plan (Vision 2035).

Attachments:

- Attachment No. 1: Key Map
- Attachment No. 2: Air Photo of Surrounding Area
- Attachment No. 3: Site Plan
- Attachment No. 4: Parking Layout
- Attachment No. 5: By-law No. 2025-19

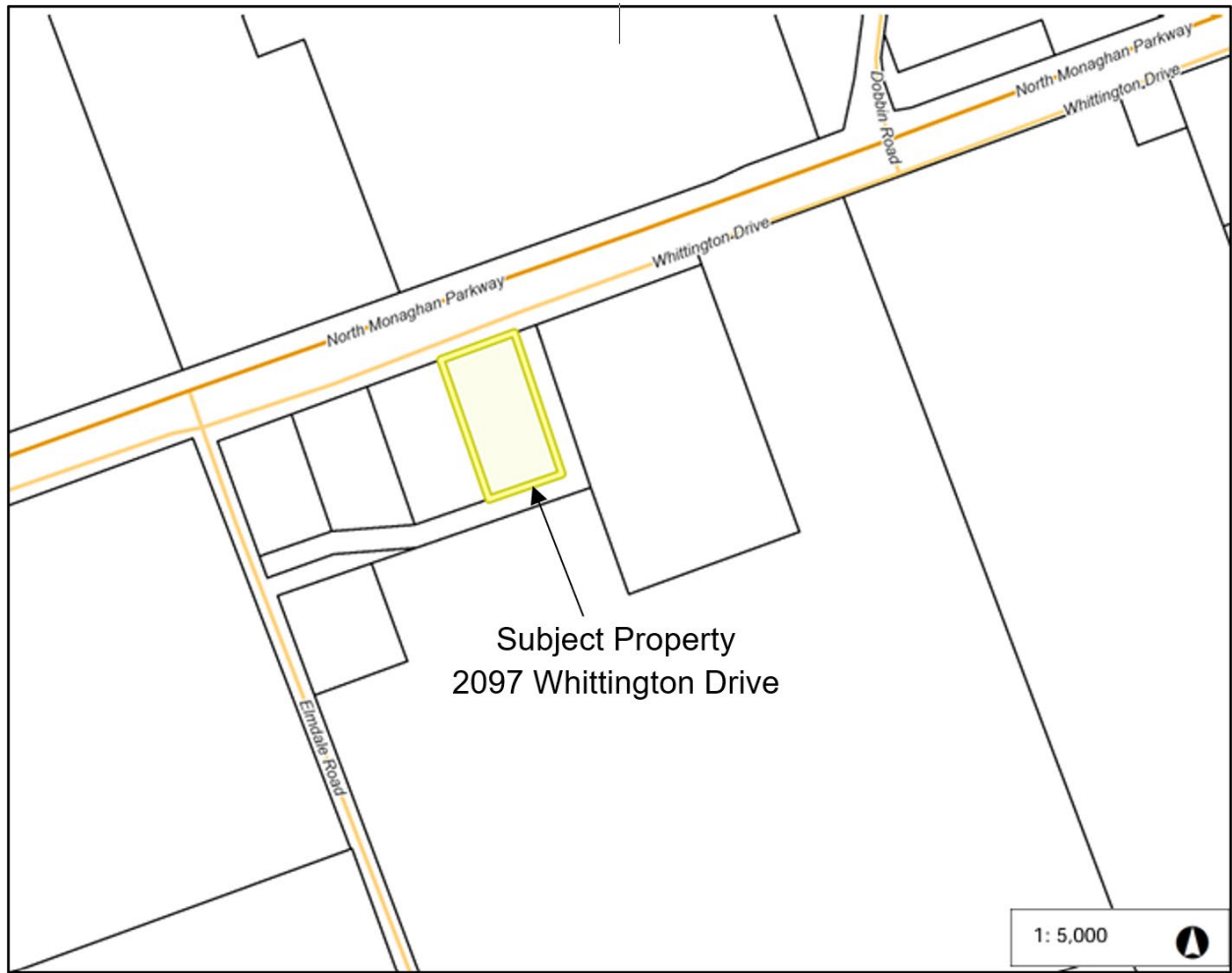
Respectfully Submitted by,

Reviewed by,

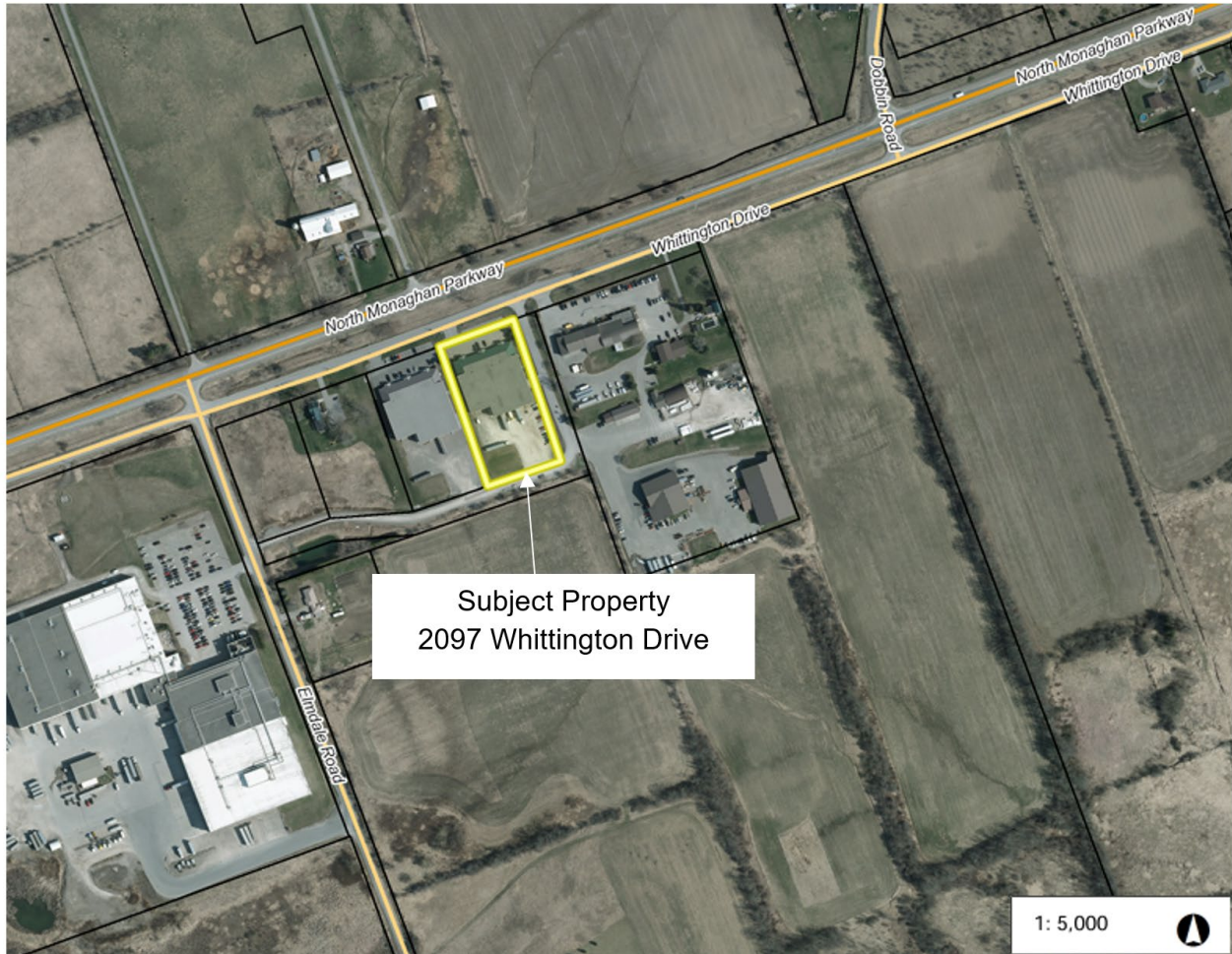
Matt Wilkinson
Planner

Yvette Hurley
Chief Administrative Officer

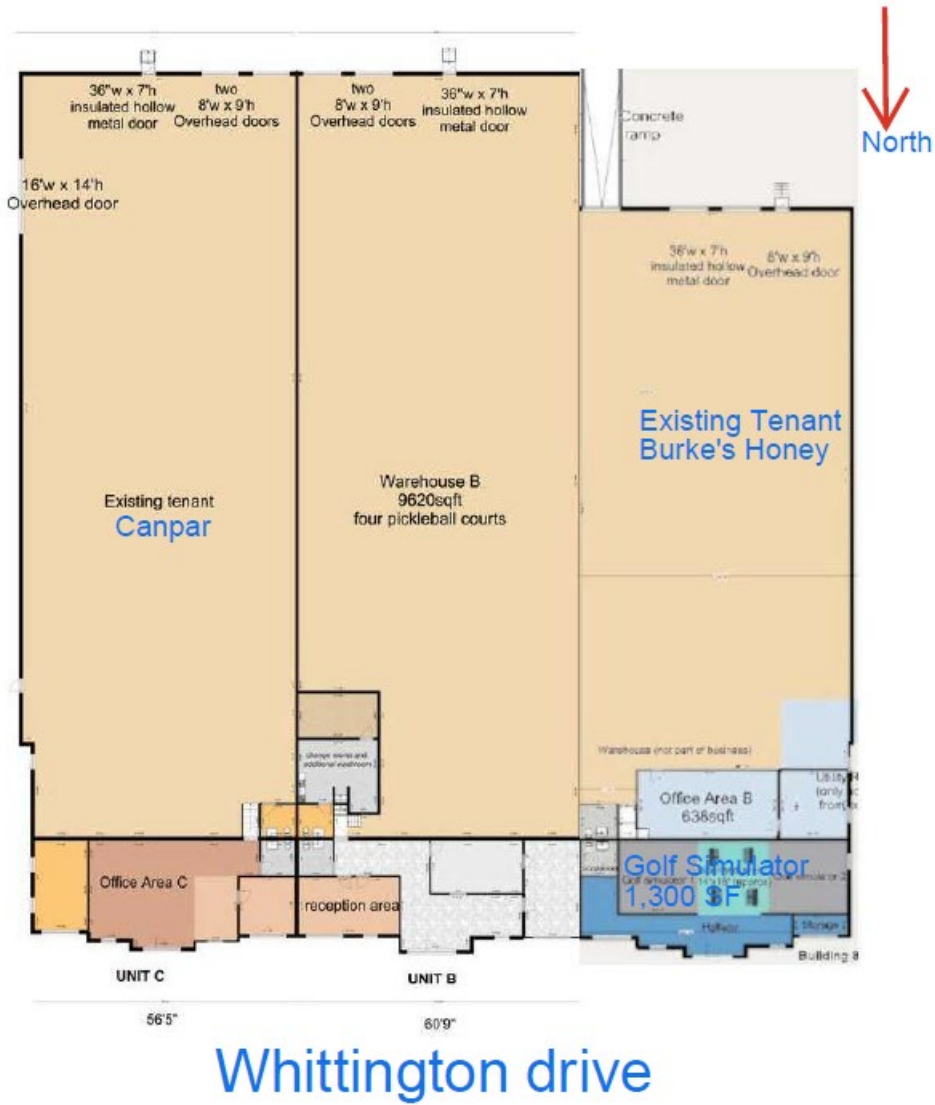
Attachment No.1: Key Map



Attachment No.2: Air Photo of Surrounding Area



Attachment No. 3: Site Plan



Attachment No. 4: Parking Layout



Attachment No. 5: By-law No. 2025-19

The Township of Cavan Monaghan

By-law No. 2025-19

**Being a by-law to amend By-law No. 2018-58, as amended, otherwise known as
“The Township of Cavan Monaghan Zoning By-law”**

Whereas the Township of Cavan Monaghan received an application to amend Zoning By-law No. 2018-58, as amended;

And Whereas the Council of the Township of Cavan Monaghan reviewed the proposed rezoning and now deems it advisable to further amend By-law No. 2018-58, as amended.

Now Therefore the Council of the Township of Cavan Monaghan hereby enacts as follows:

1. Map B-5 of Schedule “A” to By-law No. 2018-58, as amended, is hereby amended by changing the zone category on the lands known municipally as 2097 Whittington Drive and described as Part Lot 4, Plan 45M-185, Part of Lot 4, Concession 10 (North Monaghan) from the Rural Employment Exception Nine (M2-9) Zone to the Rural Employment Exception Ten Temporary Seven (M2-10-T7) Zone as shown on Schedule “1” attached hereto and forming part of the By-law.
2. Section 6.4 of By-law No. 2018-58, as amended, is further amended by the addition of Section 6.4.12 that shall read as follows:

“6.4.12 M2-10 Map B-5 of Schedule A (2025-19 2097 Whittington Drive)

- a) Additional permitted use: Commercial Recreation.
 - b) For the purposes of the M2-9-10-T7 Zone, the Commercial Recreation use is limited to four (4) indoor pickleball courts.
 - c) The Commercial Recreation use shall only be permitted for the temporary use period outlined in Table 15A.
 - d) The indoor pickleball courts shall be located within Unit B of the principal building.”
3. Section 15, Table 15A of By-law No. 2018-58, as amended, is further amended by the addition of a new Temporary Use Number: M2-10-T7 (2025-19) immediately following RR-29-T6 that shall read as follows:

Table 15A Temporary Use Zones				
Temporary Use Number	Use	Temporary Uses Permitted	Date Enacted	Date Expires
ORME-T1 (2014-30)		• Garden Suite	July 2, 2014	July 2, 2034

A-T2(2014-58)	• Garden Suite	November 12, 2014	November 12, 2034
C2-T3 (2016-02)	• Chip Truck	February 1, 2014	February 1, 2019
A-T4 (2016-71)	• Garden Suite	November 21, 2016	November 21, 2036
HR-T5 (2019-38)	• Two Shipping Containers and one stucco and stone barn	June 17, 2019	June 17, 2022
RR-29-T6 (2024-08)	• Garden Suite	February 20, 2024	February 20, 2044
M2-10-T7 (2025-19)	• Pickleball Courts	April 7, 2025	April 7, 2028

4. The M2-10-T7 Zone is deemed in full force and effect on the date of passage of this By-law for a period not to exceed three (3) years thereafter. Council may, by by-law, extend the temporary use period by as much as three (3) years at any one time. Upon expiry, the lands affected will revert to the Rural Employment Exception Nine (M2-9) Zone (or equivalent) and the commercial recreational (pickleball courts) use will not be considered an existing non-conforming use, as specified by the Planning Act, Section 39, R.S.O. 1990.

5. All other relevant provisions of By-law No. 2018-58, as amended, shall apply.

If no notice of objection is filed with the Clerk within the time provided, this By-law shall become effective on the date of passing.

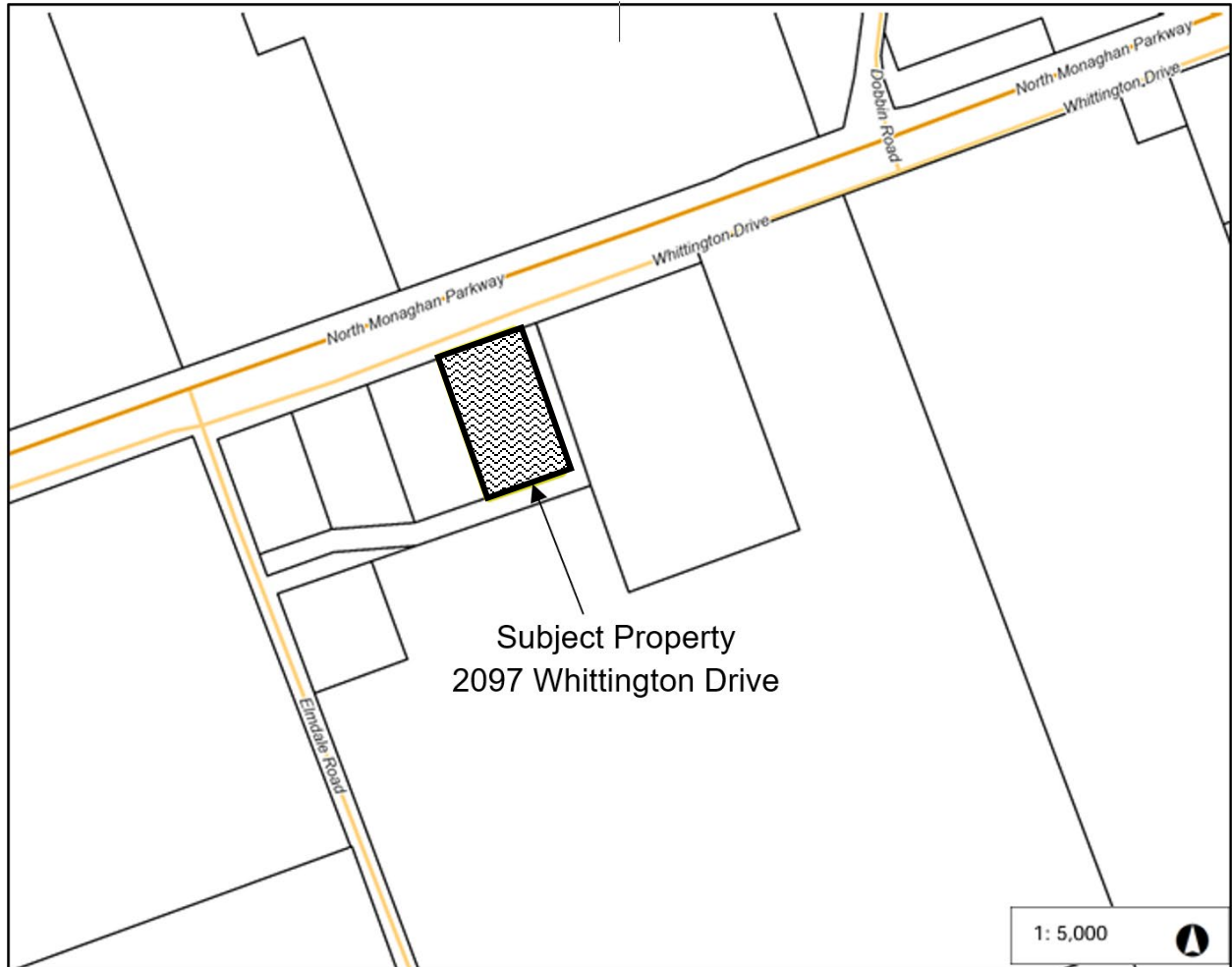
If a notice of objection is filed with the Clerk, this By-law shall become effective on the date of passing hereof subject to the disposition of any appeals.

Read a first, second and third time and passed this 7th day of April, 2025.

Matthew Graham
Mayor

Cindy Page
Clerk

Schedule "1" to By-Law No. 2025-19



Area Affected by this By-law
 2097 Whittington Drive
 Lot 4, Plan 45M-185 (North Monaghan)
 Township of Cavan Monaghan

Certificate of Authentication
 This is Schedule "1" to By-law
 No. 2025-19 passed this 7th
 day of April, 2025.



Rezone from the 'Rural Employment Exception Nine (M2-9) Zone' to the 'Rural Employment Exception Ten Temporary Seven (M2-10-T7) Zone'.

 Matthew Graham
 Mayor

 Cindy Page
 Clerk

Aladaco Consulting Inc.

Corporate and Community Energy and Emissions Report (CCER)

Township of Cavan Monaghan

April 7th, 2025

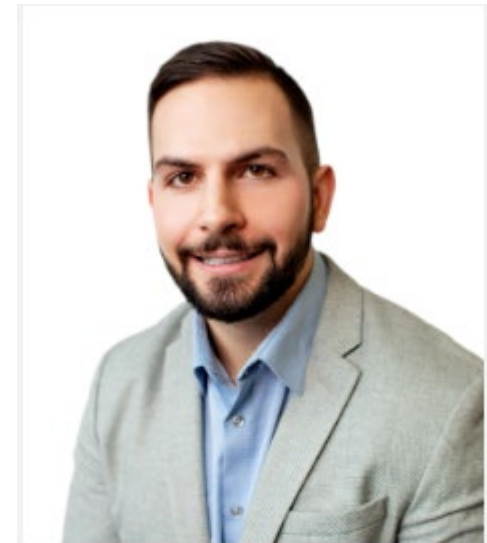


Agenda

- Introductions
- Project Scope and Outcomes
- Emissions 101
- Community Energy and Emissions Analysis
- Corporate Energy and Emissions Analysis
- Considerations/Key Takeaways

Introductions - Aladaco

- Aladaco Consulting Inc
 - Founded in 2007
 - Energy professionals providing services to help organizations navigate and reach energy efficiency and decarbonization goals
 - Energy management and M&V, GHG inventorying and decarbonization pathways, CDM planning
 - IESO Industrial Technical Review Services



Taylor Wilson

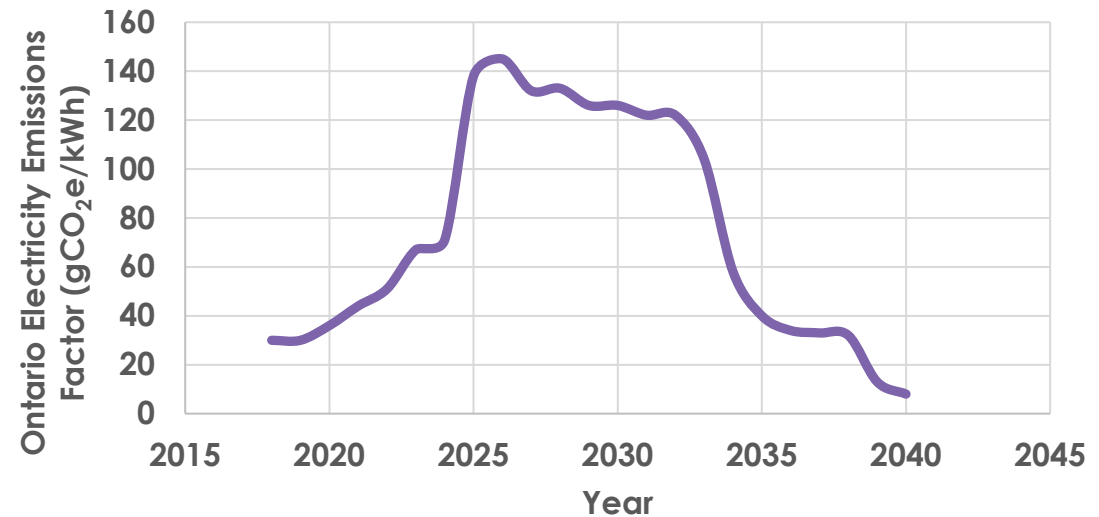
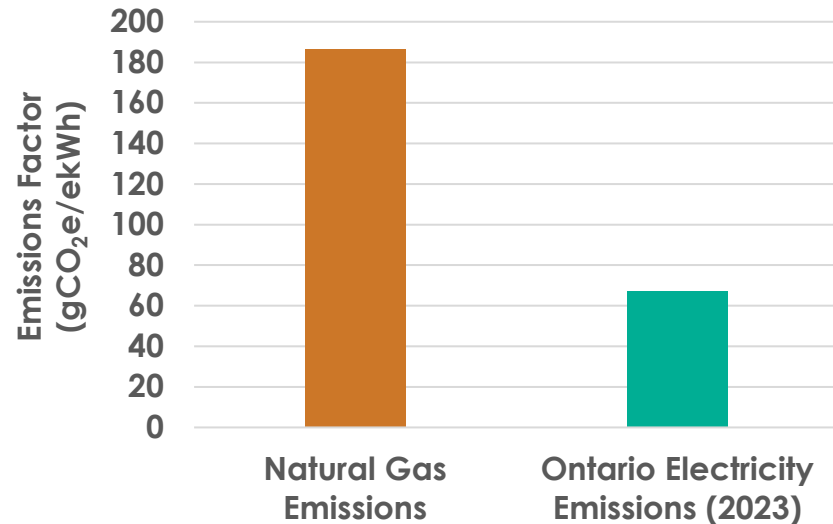
Technical Lead - Energy &
Carbon Management
CET, CEM, CMVP

Project Scope and Outcomes

- Develop a **CCER (specific to electricity and natural gas consumption)** that:
 - provides the Township with insights around Corporate and Community energy consumption and resultant emissions
 - benchmarks Community results against other municipalities
 - benchmarks Corporate facility results against industry standards (Energy Star)
 - provides recommendations to improve energy performance and reduce emissions
- Develop an **Energy Monitoring and Reporting Tool** that:
 - allows the Township to independently track annual energy and emissions results
 - provides the Township with a streamlined way to report on these results
- **Study period:** 2020-2023
- **Study scope:** Electricity and Natural Gas consumption

Emissions 101

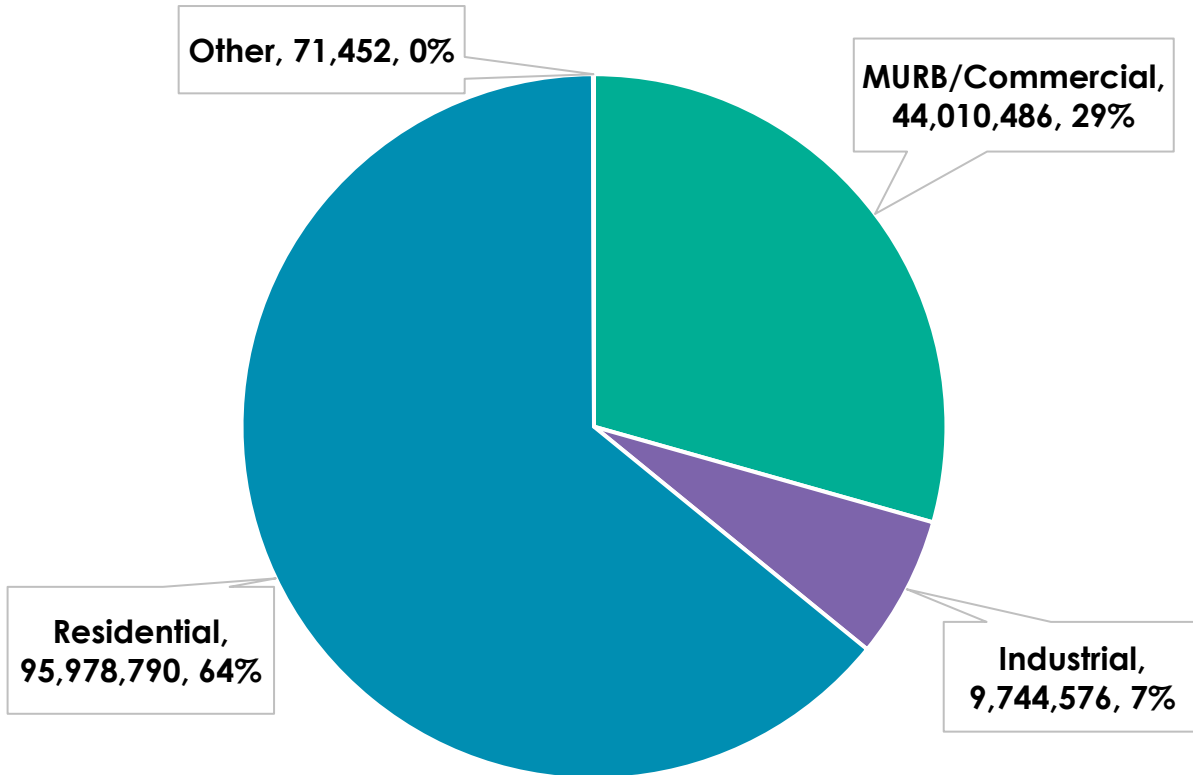
- **NG emissions** → **DIRECT** → Generated when NG is burned (exhaust)
- **Electricity emissions** → **INDIRECT** → Emissions from power generation and distribution
- **Resultant emissions value** → **tCO₂e** → Calculated using “Emissions Factors”



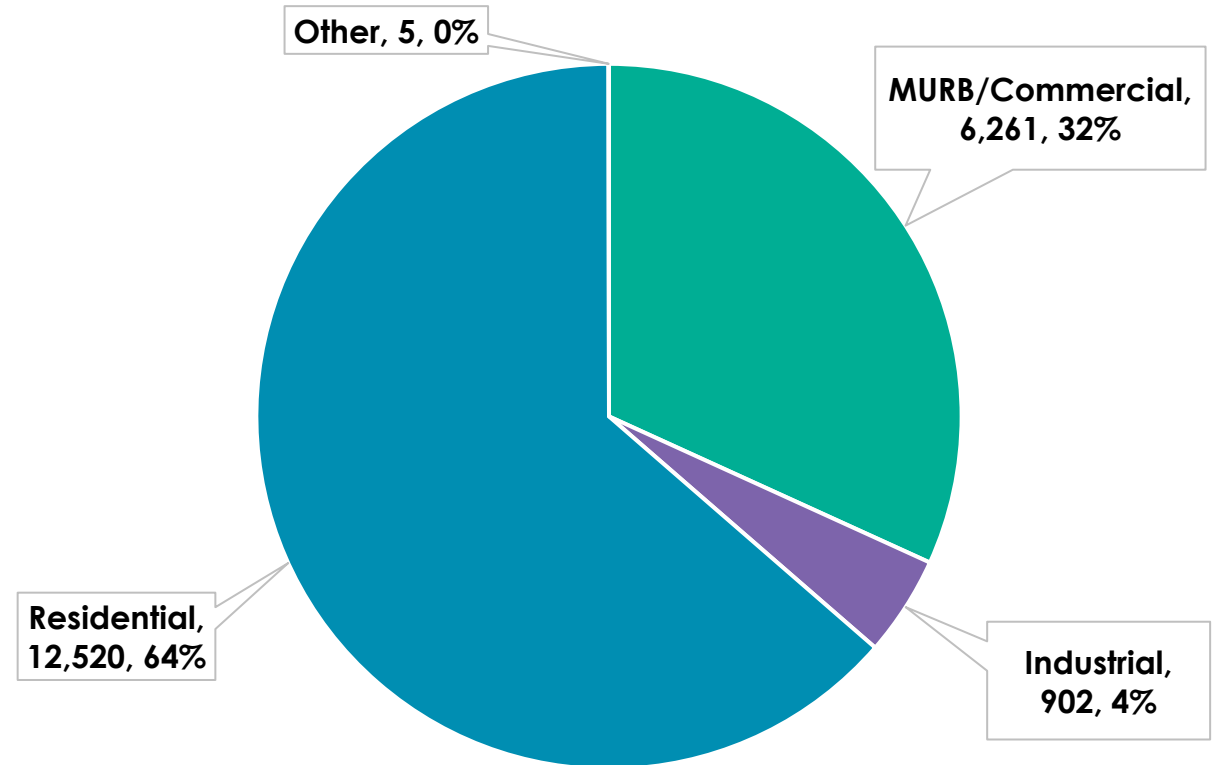
Community Energy and Emissions Analysis

2023 Energy and Emissions by Sector

Community Energy Consumption (2023 - ekWh)



Community GHG Emissions (2023 - tCO₂e)



Community Energy and Emissions Analysis

Benchmarking against other Municipalities

Metric	TCM (2023)	Durham Region (2016)	Town of Newmarket (2017)	City of London (2023)
Energy Consumption (ekWh) per capita	14,432	18,056	18,140	23,353
GHG Emissions (tCO2e) per capita	1.90	2.75	2.49	3.52

Community Energy and Emissions Analysis

Benchmarking Challenges and Opportunities for Improvement

- **Challenges:**

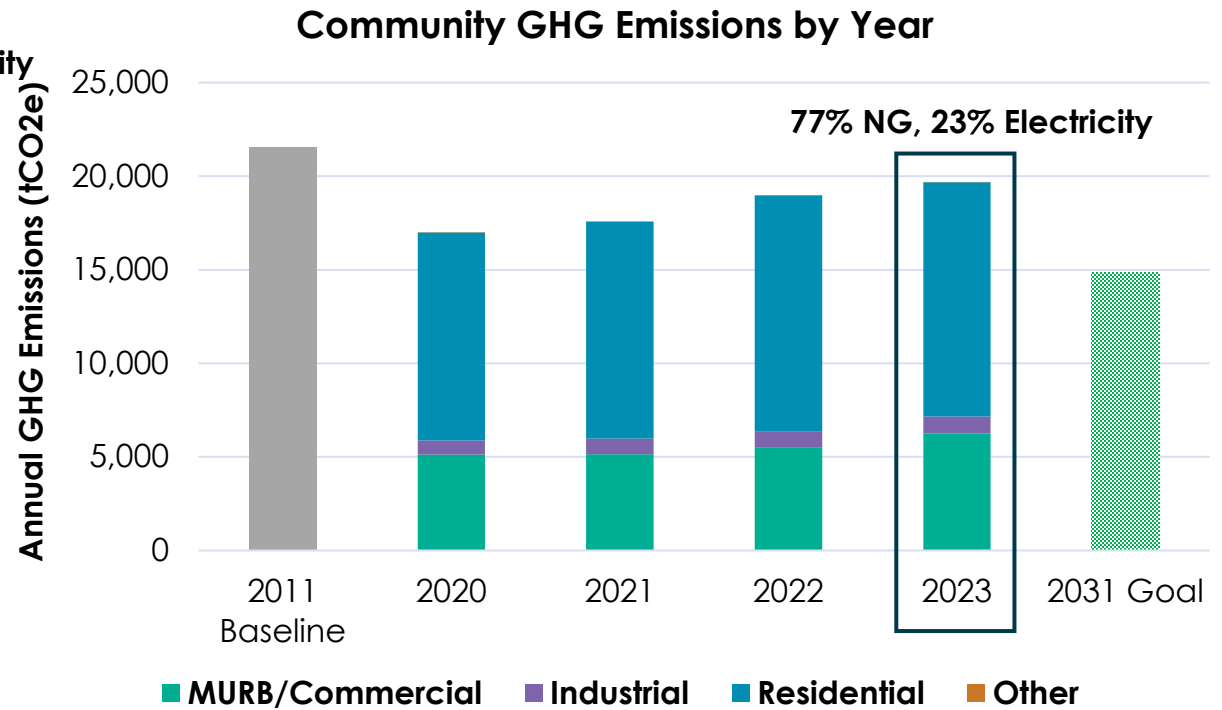
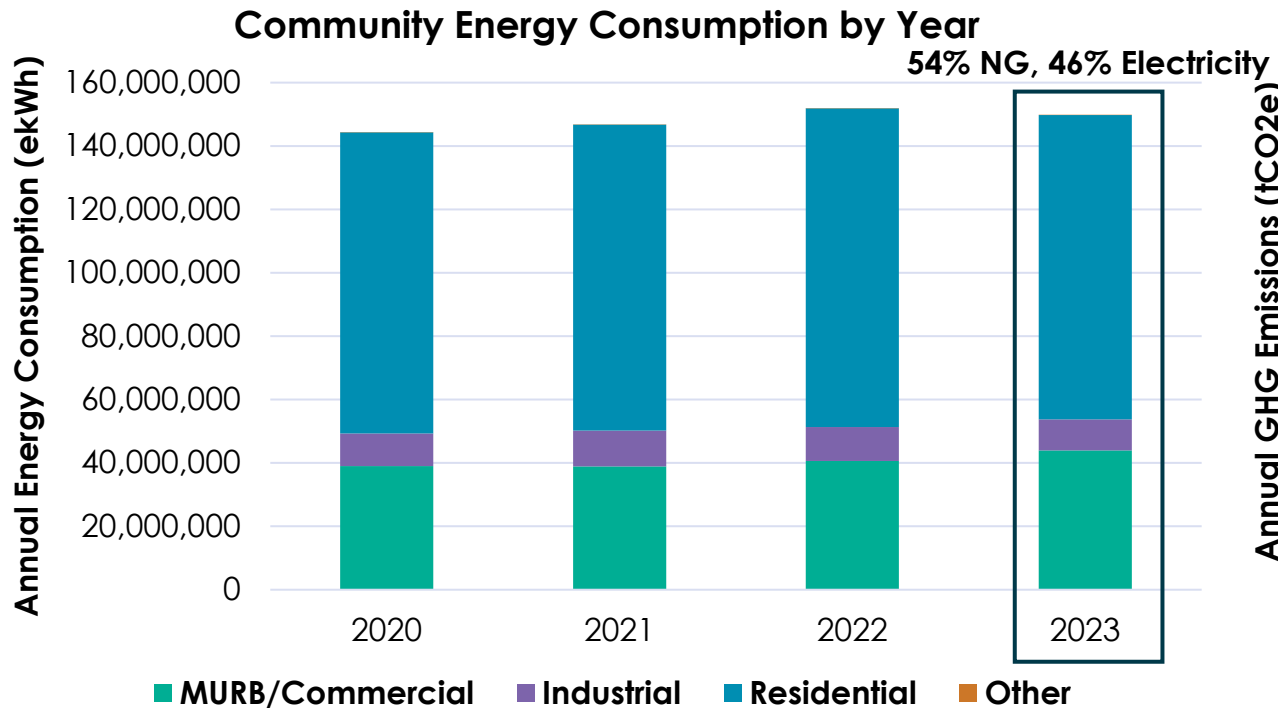
- Municipalities often report broader emissions sources (e.g., transportation fuels).
- Differences in reporting formats (e.g., by sector vs. by energy source).
- Manipulation of data from public sources necessary to form comparisons

- **Opportunities to Improve:**

- Completing an updated GHG Inventory is recommended.
- This will improve comparability by including all emissions sources.
- Supports tracking progress toward 2031 GHG reduction targets (if valuable).

Community Energy and Emissions Analysis

Study Period Trends



Community Energy and Emissions Analysis

Proposed Initiatives for Consideration

Education & Awareness

- Renewable energy workshops
- Industrial energy/external funding education

Incentives & Financial Support

- Community LED lighting program
- Energy efficiency rebates
- **Heat pump incentive program**
- Green Building incentives

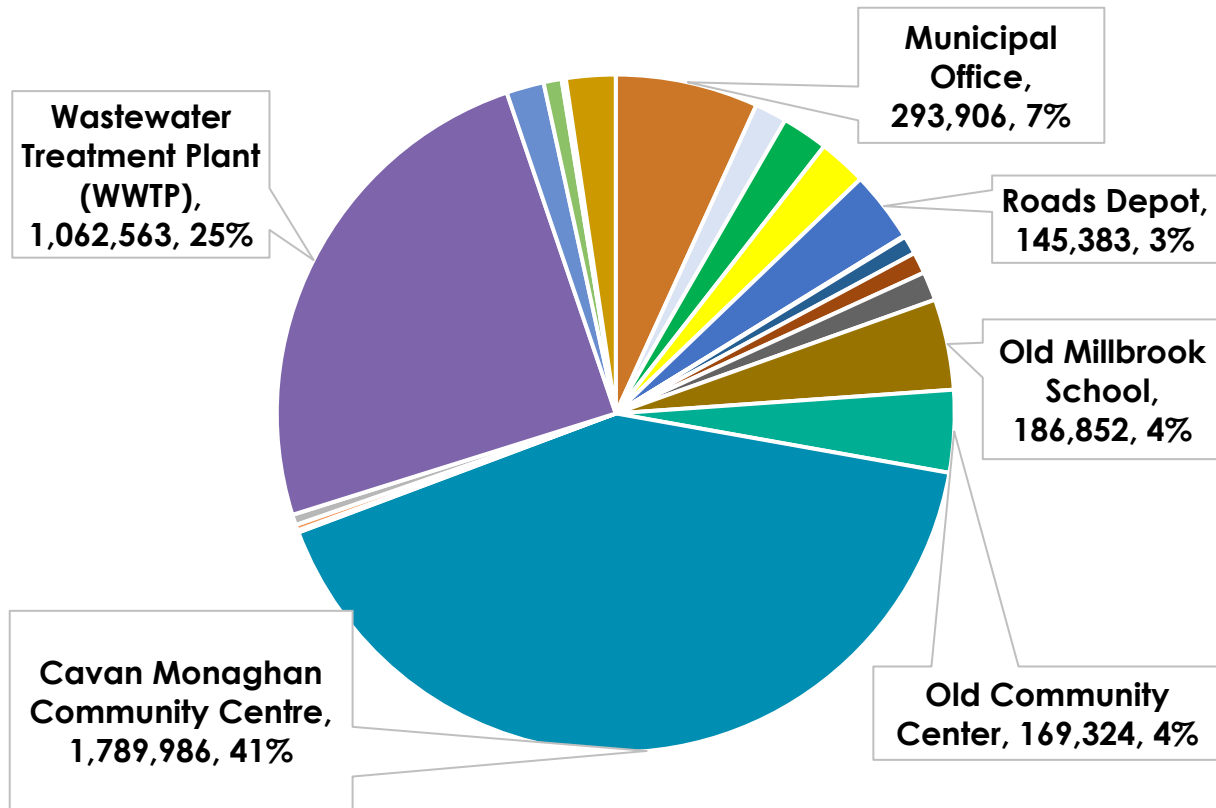
Programs & Implementation Support

- Home energy audit program
- Solar panel group purchases
- Community solar projects
- Insulation and weatherization upgrade support

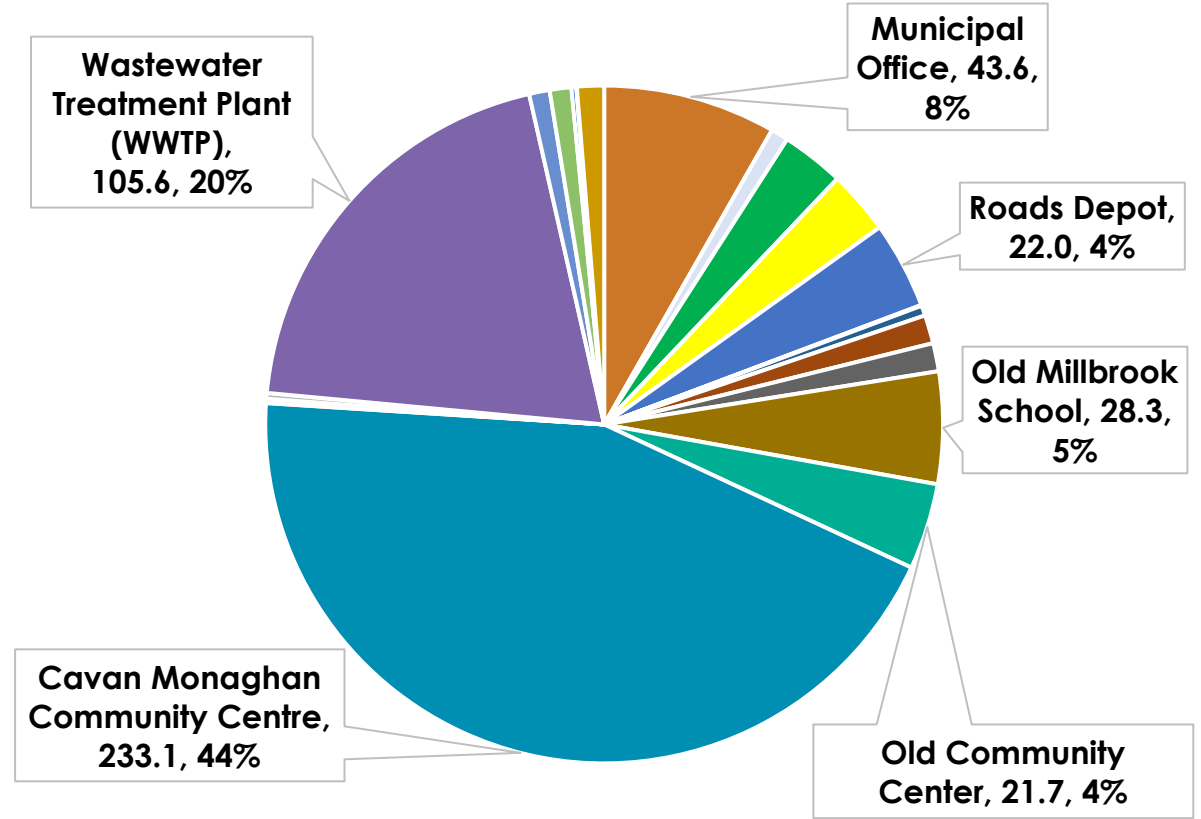
Corporate Energy and Emissions Analysis

2023 Energy and Emissions by Asset

Corporate Energy Consumption by Asset (2023 - ekWh)



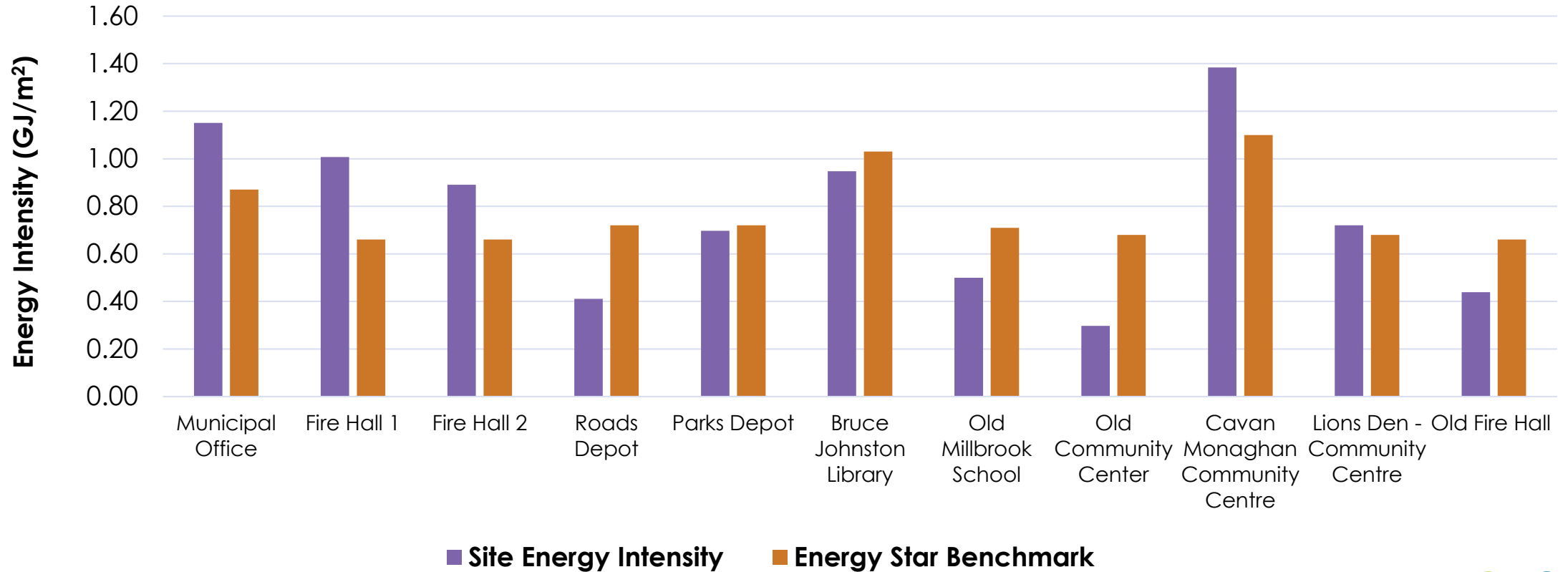
Corporate GHG Emissions by Asset (2023 - tCO2e)



Corporate Energy and Emissions Analysis

Energy Star Benchmarking

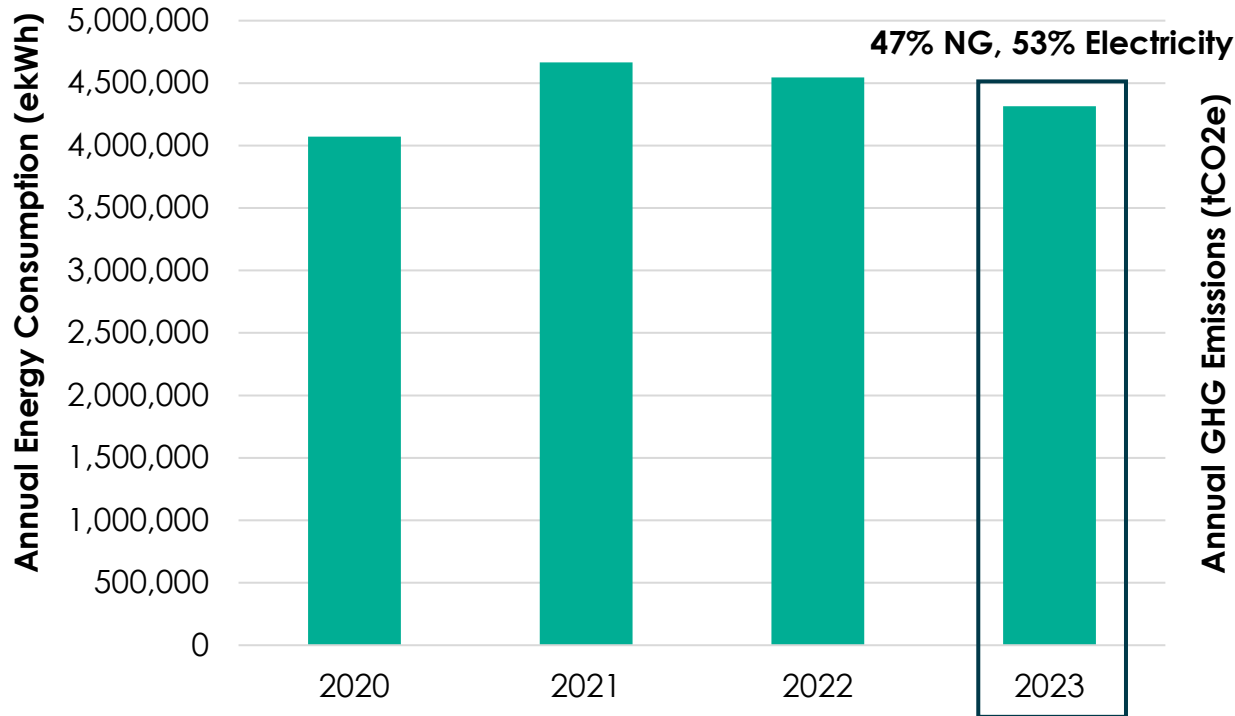
Site Energy Intensity vs Energy Star Benchmark (2023)



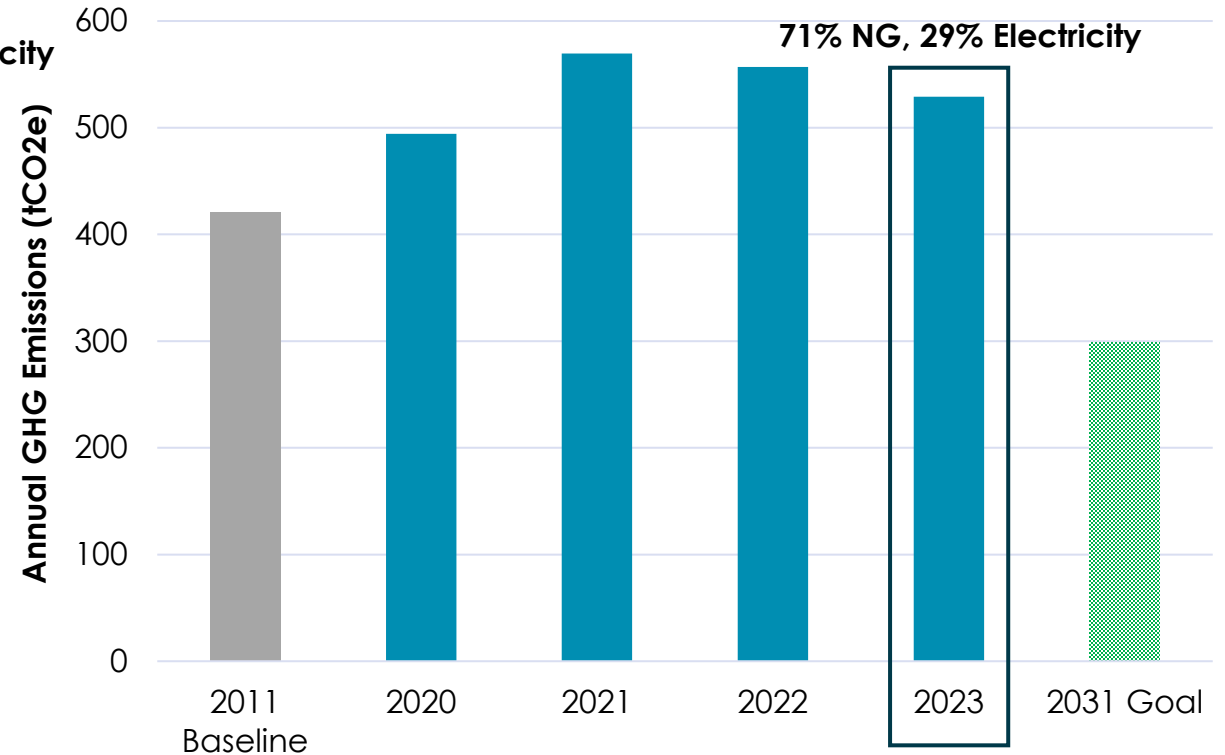
Corporate Energy and Emissions Analysis

Study Period Trends

Corporate Energy Consumption by Year



Corporate GHG Emissions by Year



Corporate Energy and Emissions Analysis

Proposed Initiatives for Consideration

5-Step Decarbonization Framework



Conduct Energy Audits for Key Facilities

- Conduct strategic energy audits to identify energy inefficiencies and upgrade opportunities



Implement Energy Efficiency Measures

- Upgrade lighting, insulation, windows, HVAC systems and controls for improved energy performance.
- Prioritize low-cost, high-impact improvements with short payback periods.



Retrofit Heating Systems to Low-Carbon Alternatives

- Transition from natural gas heating to low-carbon options (e.g., heat pumps, electric or bioenergy-based systems) during system replacements.



Pursue Renewable Generation

- Explore installing on-site renewable energy systems (e.g., solar) at high-demand facilities like CMCC and WWTP.
- Investigate power purchase agreements (PPAs) with renewable energy providers.



Leverage Reductions in Other Sectors

- Consider leveraging emissions reductions in other sectors (e.g. transportation) to help bridge the overall GHG emissions gap to target.

Considerations/Key Takeaways

- Completing both updated Community and Corporate GHG inventories is recommended
 - Transportation emissions reductions are a significant opportunity not addressed in this scope
- Investments will be required to achieve the CCAP targets
 - Facility audits will inform opportunities
 - Natural gas reduction or electrification measures will have the largest impact
 - To be successful, investment policy must put a value on GHG reduction target as these projects will fall short on economics alone
 - Future emissions factors for Ontario electricity grid are uncertain, but trending higher in the near-term
 - Renewables (e.g. solar) may be necessary to hit targets

Questions?



Powering Progress with Sustainable Solutions



**Minutes
The Township of Cavan Monaghan
Regular Council Meeting**

**Monday, March 17, 2025
11:30 a.m.
Council Chambers**

Those members in attendance were:

Council	Matthew Graham	Mayor
	Ryan Huntley	Deputy Mayor
	Nelson Edgerton	Councillor
	Gerry Byrne	Councillor
	Lance Nachoff	Councillor
Staff	Yvette Hurley	CAO
	Mark Froment	Deputy Clerk
	Karen Ellis	Director of Planning
	Wayne Hancock	Director of Public Works
	Drew Hutchison	Engineering Technician
	Jessica Fradley	Water and Wastewater Technician
	Chris Allison	Manager of Parks and Facilities (remotely)
	Brigid Ayotte	Economic Development/Communications Officer
	Jessica Auchterlonie	Planning, Building and By-law Administrator

1. Call to Order

Mayor Graham called the meeting to order at 11:30 a.m.

2. Land Acknowledgement

Mayor Graham recited the land acknowledgement.

3. Approval of the Agenda

R-2025-85

Moved by: Byrne

Seconded by: Nachoff

That the agenda for the Regular Council Meeting be approved as presented.

Carried

4. Disclosure of Pecuniary Interest and the General Nature Thereof

There were no pecuniary interests noted.

5. Closed Session

5.1 Resolution to move into Closed Session

R-2025-86

Moved by: Byrne

Seconded by: Edgerton

That the Council for the Township of Cavan Monaghan move into Closed Session under Section 239(2) of the Municipal Act (2001), as amended, to consider:

a proposed or pending acquisition or disposition of land by the municipality or local board employees.

Carried

5.2 Minutes of the Closed Session held March 3, 2025

5.3 Acquisition Proposal: Elmdale Road Property, 15-09-030-001-09800

Mayor Graham recessed at 12:22 p.m. until 1:00 p.m.

6. Reconvene Open Session 1:00 p.m.

7. Report from Closed Session

There was no report from Closed Session.

8. Presentation

8.1 Rika Law and Darika Sharma, R.V. Anderson Associates - Water Storage Municipal Class Environmental Assessment

R-2025-87

Moved by: Byrne

Seconded by: Nachoff

That Council approve the addition to the agenda of the revised presentation on Water Storage Municipal Class Environmental Assessment from R.V. Anderson Associates.

Carried

R-2025-88

Moved by: Huntley

Seconded by: Nachoff

That Council receive the presentation from Rika Law of R.V. Anderson Associates regarding the Water Storage Municipal Class Environmental Assessment for information.

Carried

8.2 John Shank and Greg Baskin, Landscape Planning Limited - Downtown Park and Remaining Lands at the Cavan Monaghan Community Centre

R-2025-89

Moved by: Huntley

Seconded by: Nachoff

That Council receive the presentation from Greg Baskin of Landscape Planning Limited regarding the Downtown Park and Remaining Lands at the Cavan Monaghan Community Centre for information.

Carried

Mayor Graham recessed the meeting from 2:38 p.m. to 2:46 p.m.

9. Minutes

9.1 Minutes of the Regular Meeting held March 3, 2025

R-2025-90

Moved by: Byrne

Seconded by: Edgerton

That the minutes of the Regular Council Meeting held March 3, 2025 be approved as presented.

Carried

10. Reports

10.1 Report - Public Works 2025-05 Water Storage Municipal Class Environmental Assessment Report

R-2025-91

Moved by: Edgerton

Seconded by: Nachoff

That Council receives Public Works Report 2025-05 for information.

Carried

10.2 Report - CAO 2025-04 Concept Designs and Site Plans for a Downtown Park and Remaining Lands at the Cavan Monaghan Community Centre

R-2025-92

Moved by: Huntley

Seconded by: Nachoff

That Council receive for information the Preferred Site Plan for the Downtown Park and the Preferred Site Plan for the Remaining Lands at the Cavan Monaghan Community Centre (CMCC) prepared by Landscape Planning Ltd. and that these site plans be used as a guide to prioritize future recreational needs as funding and resources become available; and That Council direct staff to establish a Downtown Park and Remaining CMCC Lands Task Force, that will work with the Preferred Site Plans as a guide to prioritize the phases and funding opportunities for future recreational needs; and

That staff report back to Council with the Task Force Terms of Reference.

Carried

10.3 Report - Public Works 2025-04 Dedication of Parts 1 & 2, 45R-17799 as a Municipal Easement

R-2025-93

Moved by: Byrne

Seconded by: Nachoff

That Council authorize the acquisition and registration of a drainage easement over Part lot 10, Concession 4 being Part 1 & 2, 45R-17799; and

That the Mayor and Clerk be authorized to execute By-law No. 2025-17 and all such related registration documentation being a By-law for the foregoing purposes.

Carried

10.4 Report - CAO Report and Capital Status

R-2025-94

Moved by: Byrne

Seconded by: Huntley

That Council receive CAO Report and Capital Status for Information.

Carried

10.5 Council/Committee Verbal Reports

Mayor Graham thanked staff, volunteer firefighters, and Peterborough County Paramedics staff for the great job they did preparing the grand opening for the new Fire Hall. There was a good turnout by residents, and they appeared to be enjoying the new facility.

R-2025-95

Moved by: Byrne

Seconded by: Huntley

That Council receive the Council/Committee verbal reports for information.

Carried

11. General Business

There was no General Business.

12. Correspondence for Information

There was no Correspondence for Information.

13. Correspondence for Action

There was no Correspondence for Action.

14. By-laws

14.1 By-law No. 2025-17 being a by-law to authorize the acquisition and registration of a drainage easement over Part Lot 10, Concession 4 being Parts 1 & 2 on Plan 45R-17799

R-2025-96

Moved by: Byrne

Seconded by: Nachoff

That By-law No. 2025-17 being a by-law to authorize the acquisition and registration of a drainage easement over Part Lot 10, Concession 4 being Parts 1 & 2 on Plan 45R-17799 be read a first, second and third time and passed this 17th day of March signed by the Mayor and Clerk and the Corporate Seal attached.

Carried

15. Unfinished Business

There was no Unfinished Business.

16. Notice of Motion

There were no Notices of Motion.

17. Confirming By-law

17.1 By-law No. 2025-18 being a by-law to confirm the proceedings of the meeting held March 17, 2025

R-2025-97

Moved by: Nachoff

Seconded by: Byrne

That By-law No. 2025-18 being a by-law to confirm the proceedings of the meeting held March 17, 2025 be read a first, second and third time and passed this 17th day of March signed by the Mayor and Clerk and the Corporate Seal attached.

Carried

18. Adjournment

R-2025-98

Moved by: Edgerton

Seconded by: Nachoff

That the Regular Council Meeting of the Township of Cavan Monaghan adjourn at 2:57 p.m.

Carried

Matthew Graham
Mayor

Mark Froment
Deputy Clerk

Minutes
The Township of Cavan Monaghan
Millbrook Valley Trails Advisory Committee
Monday, January 27, 2025
4:00 p.m.
Council Chambers – Hybrid Room

Those members in attendance:

Robert Jackson	Chair
Maureen McDonald	Vice Chair
Gary Wall	
John Fallis	
Kirk Hillsley	
David D'Agostino	
Saskia Mattern	
Lance Nachoff	Councillor
Meredith Carter	ORCA (remotely)

Those members absent:

Griffen Brown

Staff members in attendance:

Mark Froment	Deputy Clerk
Chris Allison	Parks and Facilities Manager

1. Call to Order

Chair Robert Jackson called the meeting to order at 4:05 p.m.

2. Land Acknowledgement

Chair Robert Jackson recited the land acknowledgement.

3. Approval of the Agenda

Moved by: Fallis

Seconded by: McDonald

That the agenda for the Millbrook Valley Trails Advisory Committee meeting be approved as presented.

Recorded	For	Against
D'Agostino	X	
Fallis	X	
Hillsley	X	
McDonald	X	
Nachoff	X	
Jackson	X	
Mattern	X	
Wall	X	
Results	8	0

Carried

4. Disclosure of Pecuniary Interest and the General Nature Thereof

There were no pecuniary interests noted.

5. Minutes

5.1 Minutes of the meeting held November 25, 2024

Moved by: McDonald

Seconded by: Nachoff

That the minutes for the Millbrook Valley Trails Advisory Committee meeting held November 25, 2024, be approved as presented.

Recorded	For	Against
Wall	X	
D'Agostino	X	
Fallis	X	
Hillsley	X	
McDonald	X	
Nachoff	X	
Jackson	X	
Mattern	X	
Results	8	0

Carried

6. Reports

6.1 Financial Report – Chris Allison

Chris Allison provided the Financial Report update noting the 2025 Budget was approved at the January 27 Regular Council Meeting and the Committee's requests for \$2,000 in Contracted Services, \$4,800 in Materials and Supplies, and \$15,000 to replace the bridge at the Old Millbrook School were approved.

Moved by: Fallis

Seconded by: D'Agostino

That the Millbrook Valley Trails Advisory Committee receive the Financial Report for information.

Recorded	For	Against
Mattern	X	
Wall	X	
D'Agostino	X	
Fallis	X	
Hillsley	X	
McDonald	X	
Nachoff	X	
Jackson	X	
Results	8	0

Carried

6.2 ORCA Update - Meredith Carter

Meredith Carter provided an update from ORCA noting they recently held their AGM and their Annual Report is being drafted. There are currently no flood conditions within the Authority.

Moved by: Fallis

Seconded by: D'Agostino

That the Millbrook Valley Trails Advisory Committee receive the ORCA update for information.

Recorded	For	Against
Jackson	X	
Mattern	X	
Wall	X	
D'Agostino	X	
Fallis	X	
Hillsley	X	
McDonald	X	
Nachoff	X	
Results	8	0

Carried

6.3 Trail Report – McDonald/Nachoff

The Trails are in good condition due to mostly cold, snowy weather. High winds may change that. Some slush from a previous thaw has frozen into ice on the Trails. Graffiti was observed on some cans and other objects that are Township property at several Trail entrances.

Moved by: McDonald
 Seconded by: Wall
 That the Millbrook Valley Trails Advisory Committee receive the Trail Report for information.

Recorded	For	Against
Nachoff	X	
Jackson	X	
Mattern	X	
Wall	X	
D'Agostino	X	
Fallis	X	
Hillsley	X	
McDonald	X	
Results	8	0

Carried

7. General Business

7.1 Work Plan

Moved by: Nachoff
 Seconded by: Fallis
 That the Millbrook Valley Trails Advisory Committee approve the updates for the Work Plan.

Recorded	For	Against
McDonald	X	
Nachoff	X	
Jackson	X	
Mattern	X	
Wall	X	
D'Agostino	X	
Fallis	X	
Hillsley	X	
Results	8	0

Carried

7.2 Updated on Signage

Chair Robert Jackson gave an update on the progress on building the new signs for the Trails.

7.3 Updated Trail Report Schedule

Moved by: Fallis
 Seconded by: Hillsley
 That the Millbrook Valley Trails Advisory Committee approve the Updated Trail Report Schedule.

Recorded	For	Against
Hillsley	X	
McDonald	X	
Nachoff	X	
Jackson	X	
Mattern	X	
Wall	X	
D'Agostino	X	
Fallis	X	
Results	8	0

Carried

Moved by: Fallis
 Seconded by: D'Agostino
 That the Millbrook Valley Trails Advisory Committee approve an upset limit of \$350 from Materials and Supplies for the purchase of seedlings from ORCA.

Recorded	For	Against
Fallis	X	
Hillsley	X	
McDonald	X	
Nachoff	X	
Jackson	X	
Mattern	X	
Wall	X	
D'Agostino	X	
Results	8	0

Carried

7.4 Items for next meeting

- ORCA Seedling Order

Moved by: Mattern
 Seconded by: Fallis
 That the Millbrook Valley Trails Advisory Committee add one (1) item to the agenda for the February 24, 2025 Millbrook Valley Trails Advisory Committee meeting.

Recorded	For	Against
Hillsley	X	
McDonald	X	
Nachoff	X	
Jackson	X	
Mattern	X	
Wall	X	
D'Agostino	X	
Nachoff	X	
Results	8	0

Carried

8. Adjournment


Moved by: Fallis

Seconded by: Nachoff

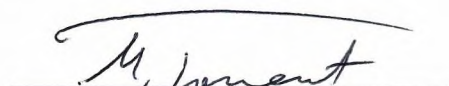
That the Millbrook Valley Trails Advisory Committee adjourn at 4:51 p.m.

Recorded	For	Against
D'Agostino	X	
Fallis	X	
Hillsley	X	
McDonald	X	
Nachoff	X	
Jackson	X	
Mattern	X	
Wall	X	
Results	8	0

Carried



Robert Jackson
Chair



Mark Froment
Deputy Clerk

Minutes
The Township of Cavan Monaghan
Millbrook Valley Trails Advisory Committee
Monday, February 24, 2025
4:00 p.m.
Council Chambers – Hybrid Room

Those members in attendance:

Maureen McDonald Vice Chair
Gary Wall
John Fallis
Kirk Hillsley
David D'Agostino
Saskia Mattern
Lance Nachoff Councillor
Meredith Carter ORCA (remotely)

Those members absent:

Robert Jackson Chair
Griffen Brown

Staff members in attendance:

Mark Froment Deputy Clerk

1. Call to Order

Vice Chair Maureen McDonald called the meeting to order at 4:06 p.m.

2. Land Acknowledgement

Vice Chair Maureen McDonald recited the land acknowledgement.

3. Approval of the Agenda

Moved by: Nachoff

Seconded by: Fallis

That the agenda for the Millbrook Valley Trails Advisory Committee meeting be approved as presented.

Carried

4. Disclosure of Pecuniary Interest and the General Nature Thereof

There were no pecuniary interests noted.

5. Minutes

5.1 Minutes of the meeting held January 27, 2025

Moved by: Fallis

Seconded by: Nachoff

That the minutes for the Millbrook Valley Trails Advisory Committee meeting held January 27, 2025, be approved as presented.

Carried

6. Reports

6.1 Financial Report – Chris Allison

Mark Froment provided the Financial Report update in place of Chris Allison.

Moved by: D'Agostino

Seconded by: Nachoff

That the Millbrook Valley Trails Advisory Committee receive the Financial Report for information.

Carried

6.2 ORCA Update – Meredith Carter

Meredith Carter provided an update from ORCA.

Moved by: Mattern

Seconded by: Wall

That the Millbrook Valley Trails Advisory Committee receive the ORCA Update for information.

Carried

6.3 Trail Report – D'Agostino/Wall

The trails appear to be in good condition and are covered by a high volume of snow. There are a few, slim trees leaning over parts of Station Trail. The high accumulation of snow was affecting the ability to traverse the trails and impacting railing heights for the boardwalk on Baxter Creek Trail.

Moved by: Fallis

Seconded by: Hillsley

That the Millbrook Valley Trails Advisory Committee receive the Trail Report for information.

Carried

7. General Business

7.1 Work Plan

Moved by: Fallis

Seconded by: Nachoff

That the Millbrook Valley Trails Advisory Committee approve the updates to the Work Plan.

Carried

7.2 ORCA Seedling Order

Maureen McDonald provided an update on the Seedling Order from ORCA.

7.3 Items for next meeting

Moved by: Nachoff

Seconded by: Hillsley

That the Millbrook Valley Trails Advisory Committee add one (1) additional item to the Work Plan being the Ganaraska Region Conservation Authority Trail Reconnection.

Carried

Moved by: Fallis

Seconded by: Nachoff

That the Millbrook Valley Trails Advisory Committee add one (1) item, being Work Day Planning, to the agenda for the March 24, 2025 Millbrook Valley Trails Advisory Committee meeting.

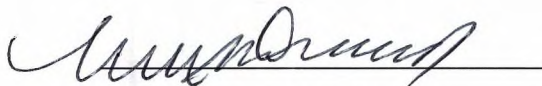
Carried

8. Adjournment

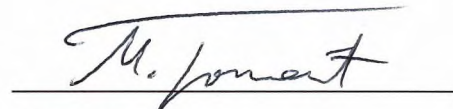
Moved by: Fallis

Seconded by: D'Agostino

That the Millbrook Valley Trails Advisory Committee adjourn at 5:03 p.m.



**Maureen McDonald
Vice Chair**



**Mark Froment
Deputy Clerk**

CAVAN MONAGHAN PUBLIC LIBRARY BOARD

Date: January 21st, 2025

Place: Millbrook Branch @ 7:00pm (meeting may be recorded)

Mission Statement:

Empowering residents to read, learn and connect through quality resources, safe and welcoming spaces, innovative programs, and creative services.

Vision:

Enriching the lives of residents through books and beyond.

PRESENT:	Karen Graham	
	Matthew Graham	Council Representative
	Earl McLeod	Chair
	Tony Parks	
	Monica Schjott	
	Chandra Tremblay	Vice Chair
	Karla Buckborough	CEO/Librarian
	Erin Stewart	Branch Librarian/Secretary

1. Earl called the meeting to order at 7pm.
2. Earl read the Land Acknowledgement.
3. Disclosure of pecuniary interest and the general nature thereof - none
4. Agenda
Motion: 01/25 Moved by: Monica
Approve agenda as presented.
Carried.
5. Minutes
Motion: 02/25 Moved by: Chandra
Approve minutes of the Library Board meeting December 17, 2024.
Carried.
6. Re-selection of Chair, Vice-Chair, Financial Oversight Officer

Motion: 03/25 Moved by: Karen
Chandra nominates Earl as Chair.
Carried.

Motion: 04/25 Moved by: Karen
Earl nominates Chandra as Vice Chair.
Carried.

Motion: 05/25 Moved by: Earl
Karen will remain Financial Oversight Officer.
Carried.
7. Library Activity Highlights and Statistics
 - a. Library Activity Highlights

The end of the postal strike allowed us to resume our interlibrary loan borrowing. The interlibrary loan system migrated to a new platform on November 12th and staff have been learning this new system. Courtney participated in a full day of on-site social media training with Social Kat Media. We had a very popular Lunch & Learn with local lawyer Rob Hiseler discussing wills and estates – 19 people attended. Karla has spent the past 2 weeks completing 3 grant applications: Ontario Summer Experience Program, Seniors Community Grant and Young Canada works.

b. 2024 Statistics

Karen asked about the increase in volunteer hours. This was partially a result of staff and volunteer time spent rearranging the space at the Millbrook Branch. Tony asked how volunteers are recognized. Volunteer and staff appreciation are discussed in the Strategic Plan. Volunteers could be featured in our newsletter or on social media or a photo in the Millbrook Times. Volunteer appreciation week is April 27th -May 3rd.

Motion: 06/25

Moved by: Karen

Accept the Library Activity Highlights and Statistics as presented.

Carried.

8. Strategic Plan

a. CMLibraries Strategic Plan - January Updates

i. Discussion of current goals - add new goals for 2025

Archive 2024 document and add new actions for 2025.

ii. Fundraising Policies - FR-01_Donations; FR-02_Sponsorships - Goal #3 - 3.3.1

Discuss donation policy at the next meeting after Karla confirms context with other financial policies that the library already has in place. Table the sponsorship policy until such time as needed by the library.

9. Marketing Committee

a. No updates.

10. Human Resources

a. No updates.

11. Finance

a. December Operating and December Capital, Seniors Community Grant;

b. 2025 Budget - Operating, Capital, Seniors Community Grant

2/3 of the Library levy has been received from the Township.

Motion: 07/25

Moved by: Chandra

To accept the 2025 Library budget as presented.

Carried.

Matthew suggested updating Council at future budget presentations on how donations funds are spent.

c. IT Update - January 2025

d. Donation Reserve

Motion: 08/25

Moved by: Chandra

Approve purchase and report with the exception of holding off on black out blinds and reconsider pricing on the projector.

Carried.

12. Correspondence for action/information

a. None

13. Business Arising/Old Business

- a. None

14. Take-aways for Council

- a. Budget presentation – strategic plan year end reconciliation
- b. Staff confirm ICIP grant for Old School
- c. Donation policy and spending of donation reserves

15. Next meeting: February 18th @ 7pm, unless otherwise called by the Chair

16. Adjournment – Karen adjourned at 8:35pm.

Signature: _____
Chair

Date: _____

Signature: _____
Secretary

Date: _____

Minutes
The Township of Cavan Monaghan
Municipal Revitalization and Heritage Advisory Committee Meeting
Thursday, February 20, 2025
9:00 a.m.
Council Chambers – Hybrid Room

Those members in attendance:

Nelson Edgerton	Councillor
Ashley Stewart	Chair
Nancy Davis	
John Collver	

Those members absent:

Chanelle Courville
Deborah Luchuk

Staff members in attendance:

Mark Froment	Deputy Clerk
Karen Ellis	Director of Planning
Brigid Ayotte	Economic Development and Communications Officer

1. Call to Order

Chair Ashley Stewart called the meeting to order at 9:04 a.m.

2. Land Acknowledgement

Chair Ashley Stewart recited the Land Acknowledgement.

3. Approval of the Agenda

Moved by: Davis

Seconded by: Collver

That the agenda for the Municipal Revitalization and Heritage Advisory Committee be approved as presented.

Carried

4. Disclosure of Pecuniary Interest and the General Nature Thereof

There were no pecuniary interests noted.

5. Minutes

5.1 Minutes of the meeting held September 12, 2024

5.2 Minutes of the meeting held October 28, 2024

5.3 Minutes of the meeting held December 20, 2024

Moved by: Collver

Seconded by: Davis

That the minutes of the meeting held September 12, 2024, October 28, 2024, and December 20, 2024, be approved as presented.

Carried

6. Report

There were no reports.

7. General Business

7.1 Review of Proposed Draft Heritage By-laws

7.1.1 By-law No. 2025-XX 7 Prince Street

7.1.2 By-law No. 2025-XX 8 Dufferin Street

Moved by: Collver

Seconded by: Davis

That the Municipal Revitalization and Heritage Advisory Committee support the proposed draft Heritage By-laws as presented.

Carried

7.2 Work Plan

Moved by: Davis

Seconded by: Stewart

That the Municipal Revitalization and Heritage Advisory Committee approve the revised Station Park Signage design proposal provided by John Collver as an additional item to the agenda.

Carried

Moved by: Collver

Seconded by: Davis

That the Municipal Revitalization and Heritage Advisory Committee approve the updates to the Work Plan and add one (1) item to the Work Plan being an Update for the Township Wayfinding Signage Policy.

Carried

8. Adjournment

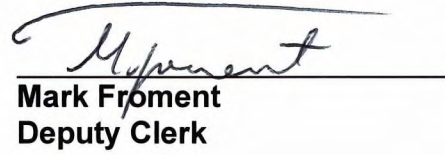
Moved by: Colver

Seconded by: Davis

That the Municipal Revitalization and Heritage Advisory Committee adjourn at 10:00 a.m.

Carried


Ashley Stewart
Chair


Mark Froment
Deputy Clerk



Regular Council Meeting

To:	Mayor and Council
Date:	April 7, 2025
From:	Kyle Phillips – Chief Building Official
Report Number:	Building Department 2025-14
Subject:	Development Statistics – First Quarter 2025

Recommendation:

That Council receive Building Department Report 2025-14, Development Statistics - First Quarter 2025 for information.

Overview:

This report outlines the development statistics of the Building and Planning Departments in the first quarter of 2025. It is part of a series of quarterly reports providing Council with a summary of departmental activity including building permits, planning applications and inquiries.

Building

Table No. 1 provides a summary of building statistics for the first quarter (Q1) of 2025 as compared to the first quarter of 2024. The summary provides the number of building permits, building permit revenue, development charges collected, new single family dwellings, additional dwelling units and cost of construction for the first three months of 2025.

Q1 of 2025 had 21 building permits issued, a slight decreased from 2024 (24). 5 new single family dwelling and 1 additional dwelling unit building permits were issued, a small increase for the same period in 2024.

Building permit revenue for the first quarter for 2025 are down totaling \$26,717.40 as compared to \$81,153.00 for the same period of 2024. This is due to a large permit being issued in Q1 of 2024. There has been an increase in development charge revenues totaling \$101,488.00 collected from new single family dwelling permits.

The building permit revenue is tracking well for Q1 of 2025 compared to the estimated \$350,000 for the fiscal year. Q1 is typically the slowest construction quarter of the year, and there are many building permits in queue that are close to issuance into Q2.

Table No.1

2025 1st Quarter Building Department Statistics		
	2024 - 1st Quarter	2025 - 1st Quarter
Development Fees		
County Development Charges	\$45,908.00	\$41,398.00
Township Development Charges	\$33,960.00	\$30,632.00
Water	\$0.00	\$8,457.00
Sewer	\$0.00	\$17,893.00
Education	\$3,574.00	\$3,108.00
Total Dev. Fees	\$83,442.00	\$101,488.00
Permit Statistics		
Permits	24	21
Building Permit Fee	\$81,153.00	\$26,717.40
New Single Family Dwellings *	3	5
Additional Dwelling Units*	n/a	1
Value of Construction	\$17,214,872	\$3,537,500
Budgeted Building Permit Revenue 2025		\$350,000.00
Notes:		
Any development charges collected through subdivision agreements are not reflected here		
New Single family dwellings *	Principal buildings - subject to DC's	
Additional dwelling units*	Accessory units - exempt from DC's Started tracking Q4 2	

Planning

Table No. 2 provides a statistical breakdown of activity for the functions of the Planning Department for Q1 of 2025 as compared to 2024. This table allows Council and Staff to monitor activity throughout the year as well as understand how this is tracking against last year’s activity.

Table No. 2 Planning Applications and Activity

Application Type	2024 – Q1	2025 – Q1
Pre-Cons	N/A	2
Land Use Inquiries	85	54
Preliminary Severance Reviews	3	7
Zoning By-law Amendments	2	3
Minor Variance	2	1
Plan of Subdivision	11	1
Official Plan Amendment	5	0
Site Plan Approval	9	1

Severance Applications	7	4
Minister Zoning Orders	2	0
Part Lot Control	1	0

Financial Impact:

Building permit revenue for Q1 of 2025 totals \$26,717.40. Municipal development charge revenue totaled \$56,982.00 inclusive of water/wastewater development charges.

Attachments:

None.

Respectfully Submitted by,

Reviewed by,

Kyle Phillips
Chief Building Official

Yvette Hurley
Chief Administrative Officer



Regular Council Meeting

To:	Mayor and Council
Date:	April 7, 2025
From:	Kyle Phillips – Chief Building Official
Report Number:	Building Department 2025-15
Subject:	Corporate and Community Energy and Emissions Report

Recommendation:

That Council receive Building Department Report 2025-15, Corporate and Community Energy and Emissions Report for information.

Overview:

Since the establishment of the Municipal Sustainability Committee, Township staff have worked with Enbridge Gas and Hydro One to obtain energy use of Township buildings as well as community energy user data. After receiving this data, staff determined that it would be beneficial to have a consultant review this data and summarize the uses and subsequent green house gas (GHG) emissions throughout the community as compared to each sector’s standards and expected consumption levels.

The Township of Cavan Monaghan sought proposals from a qualified consultant to review the energy consumption throughout the Municipality including municipally owned facilities as well as community wide energy consumption as provided by energy use reports via Hydro One and Enbridge Gas. The successful candidate would then analyze such data and develop a report identifying, by sector, energy consumption trends with comparisons to industry wide norms. The candidate was to review, consider and integrate recommendations for consumption reduction into the existing Peterborough County Climate Change Action Plan (CCAP) and the Township of Cavan Monaghan Energy Demand Management Plan. The candidate would also then develop an energy monitoring and reporting tool for Municipal staff to utilize moving forward.

Staff issued the Request for Proposal (RFP) PEB-2024-01 on June 25, 2024. The RFP submissions were received through “bids&tenders” and advertised on the Township website and social media outlets.

The closing date was 10:00 a.m. on Tuesday July 23, 2024. The RFP was opened publicly in the Municipal Office and on YouTube on the same day by staff Kyle Phillips, Chief Building Official, Cindy Page, Clerk, Kimberley Pope, Treasurer, Jennifer Steen, Executive Assistant to Corporate Services and Councilor Gerry Byrne. The Township received 6 proposals.

On August 12th, 2024 Council awarded the Development of a Corporate and Community Data Analysis and Monitoring Program for \$22,000.00 plus HST \$2860.00 for a total bid of \$24,860.00 to Aladaco Consulting Inc.

Aladaco Consulting Inc. carried out the proposed works in consultation with staff to develop the Township of Cavan Monaghan Corporate and Community Energy and Emissions Report.

A summary of the report found, from a corporate facilities aspect, 6 large energy use contributors that account for 84% of total corporate energy consumption and 85% of total Corporate GHG emissions. Some of these buildings have high energy consumption due to use such as the wastewater treatment plant and the Cavan Monaghan Community Centre. However the report has identified Township buildings with viable opportunities for energy savings measures such as the Municipal Office and the Old Millbrook School.

Staff will utilize this report to target key municipal buildings that will have a cost benefits of energy audits and building component replacements including lighting, HVAC and energy efficiencies. The report will be helpful in energy related community initiatives by understanding how each sector including commercial, industrial and residential makes use of energy resources. Staff will also utilize the findings to help procure energy related grant funding that may become available.

Aladaco also created the tool for reporting on and tracking corporate energy use. This was a requirement of the RFP and will help reduce staff time when conducting required annual facility energy use reporting. This will also help staff compare facility health, identifying opportunities for cost savings and make informed decisions on facility operations.

Financial Impact:

There is no financial impact at this time.

Linkage to the Strategic Plan:

This report aligns with Strategic Priority #1. Financial Sustainability, Objective 2: Ensure that goals, policies, and plans are aligned with decision-making processes in accordance with the Asset Management Plan (AMP). Ensuring that the Asset Management Plan and strategies are effectively aligned will enhance asset life cycles and promote efficient replacements, maximizing overall effectiveness.

This report aligns with Strategic Priority #3. Environmental Sustainability, Objective 6: Promote sustainable practices in municipal infrastructure. Incorporate energy-efficient practices and water-efficient technologies in new municipal building projects and renovations.

Attachments:

Attachment No. 1 – Township of Cavan Monaghan Corporate and Community Energy and Emissions Report

Respectfully Submitted by,

Kyle Phillips
Chief Building Official

Reviewed by,

Yvette Hurley
Chief Administrative Officer



Regular Council Meeting

To:	Mayor and Council
Date:	April 7, 2024
From:	Matt Wilkinson, Planner
Report Number:	Planning Department 2025-17
Subject:	J.K.R. Realty–Temporary Use Agreement-Pickleball Courts

Recommendation:

That By-law No. 2025-20 be approved to authorize the execution of a Temporary Use Agreement between J.K.R. Realty Limited and the Corporation of the Township of Cavan Monaghan.

Overview:

Planning Department Report 2025-16 recommended that Council pass By-law No. 2025-19 to permit a temporary commercial recreation use (pickleball courts) for a period of up to three (3) years on lands located in part of Lot 4, Concession 10 (North Monaghan), described as Lot 4, Plan 45M185, and known municipally as 2097 Whittington Drive. A key map and aerial image showing the location of the subject property and the surrounding area are provided as Attachment Nos. 1 and 2 to this Report.

Section 8.6.1 d) iv) of the Township of Cavan Monaghan Official Plan requires the Township to enter into an agreement with the landowner specifying the conditions under which the use may be permitted.

With the approval of By-law No. 2025-19, Council may pass By-law No. 2025-20 to authorize the execution of a Temporary Use Agreement between J.K.R. Realty Limited and the Corporation of the Township of Cavan Monaghan. By-law 2025-20 is provided as Attachment No. 3 to this Report. The Temporary Use Agreement is provided as Schedule “1” to the By-law.

Financial Impact:

The Applicant has paid the fee to execute the Temporary Use Agreement.

Attachments:

- Attachment No. 1: Key Map
- Attachment No. 2: Aerial Photo
- Attachment No. 3: By-law No. 2025-20

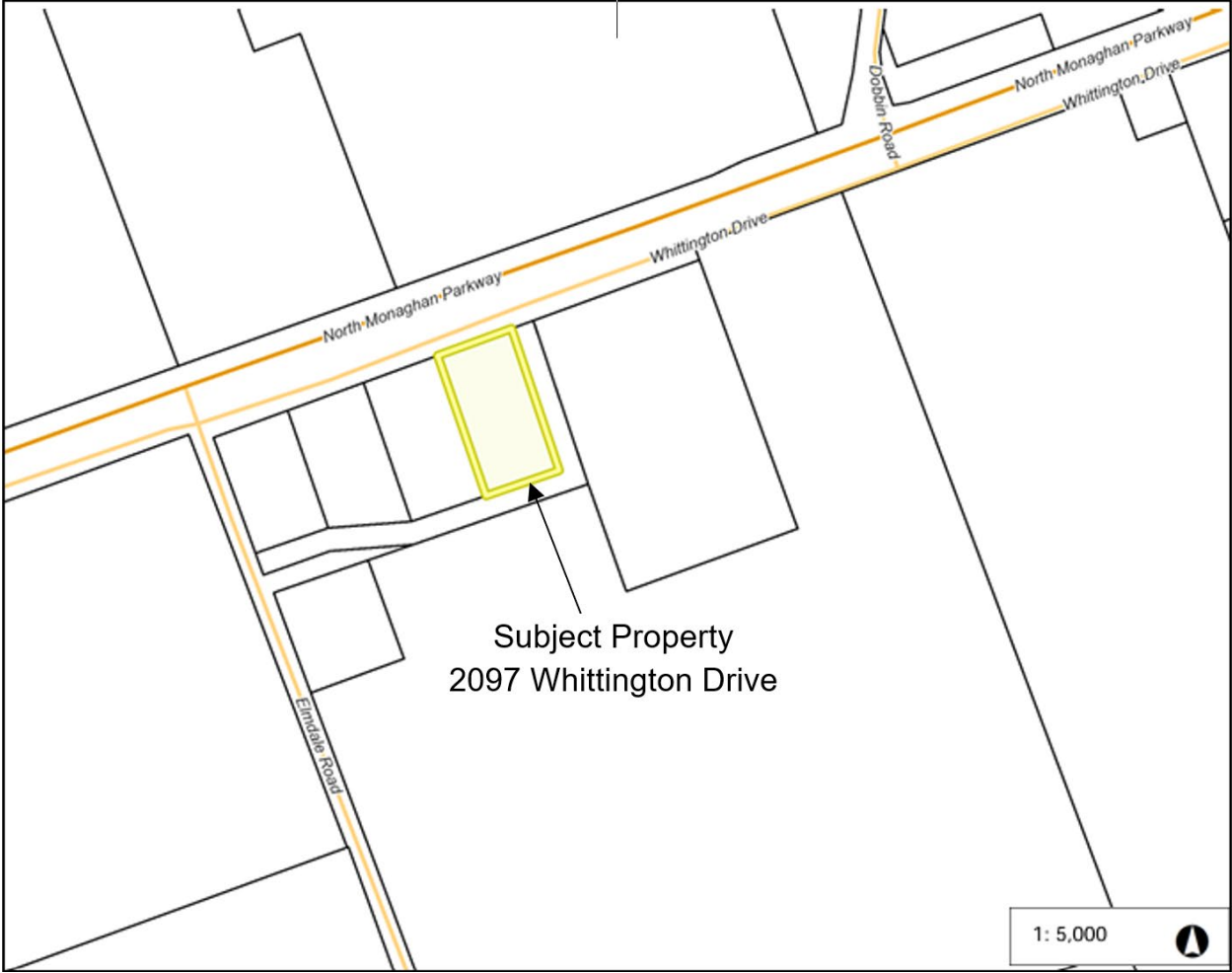
Respectfully Submitted by,

Matt Wilkinson
Planner

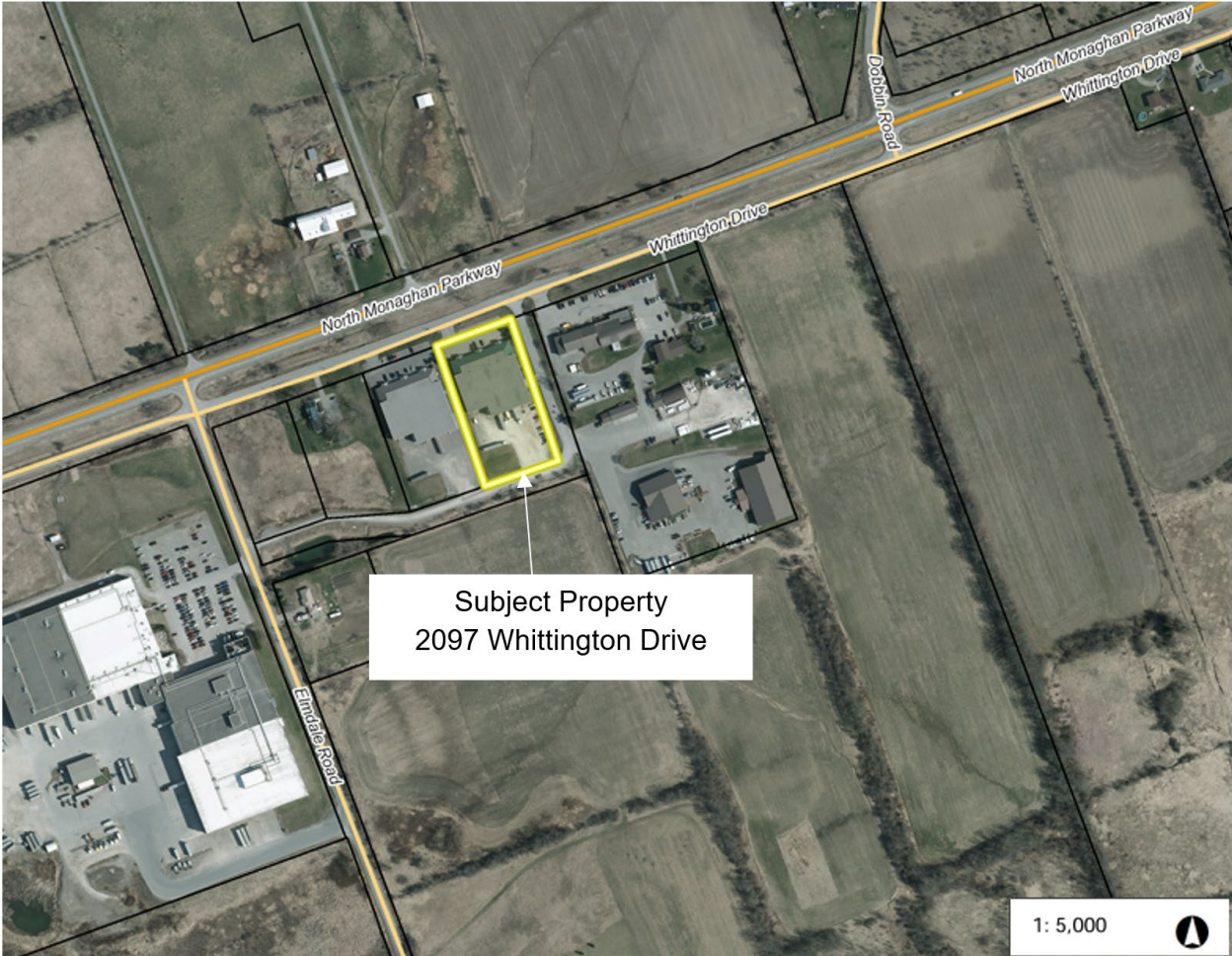
Reviewed by,

Yvette Hurley
Chief Administrative Officer

Attachment No.1: Key Map



Attachment No. 2: Aerial Photo



Attachment No. 3: By-law No. 2025-20

**The Township of Cavan Monaghan
By-law No. 2025-20**

**Being a by-law to authorize the execution of a Temporary Use Agreement
between J.K.R. Realty Limited and the Corporation of the Township of Cavan
Monaghan**

Whereas J.K.R. Realty Limited made application under Section 39 of the Planning Act, R.S.O. 1990 to authorize the temporary use of a commercial recreation use (pickleball courts) on lands located in part of Lot 4, Concession 10 (North Monaghan), described as Lot 4, Plan 45M-185 and known municipally as at 2097 Whittington Drive, Township of Cavan Monaghan, County of Peterborough;

And Whereas the Council of Township of Cavan Monaghan passed By-law No. 2025-19 to permit a commercial recreation (pickleball courts) as a temporary use for up to three (3) years;

And Whereas Section 39 (1) of the Planning Act, R.S.O. enables the council of a local municipality to enter into an agreement for a temporary use;

Now Therefore the Council of the Township of Cavan Monaghan hereby enacts as follows:

1. That the Mayor and Clerk are hereby authorized on behalf of the Township of Cavan Monaghan to enter into and execute that certain agreement marked Schedule "1" attached hereto and forming part of this By-law.
2. That the By-law shall become effective immediately upon the passing thereof.

Read a first, second and third time and passed this 7th day of April, 2025.

Matthew Graham
Mayor

Cindy Page
Clerk

Schedule "1"

Temporary Use Agreement

Between

J.K.R. Realty Limited

(Herein referred to as the Owner)

-and-

The Corporation of the Township of Cavan Monaghan

(Herein referred to as the Municipality)

This Agreement made thisday of, 2025.

Whereas the parcel affected by this Agreement is more particularly described as part of Lot 4, Concession 10 (North Monaghan), Lot 4, Plan 45M185, 2097 Whittington Drive, Township of Cavan Monaghan, County of Peterborough;

And Whereas the Owner has applied for a Temporary Use Zoning By-law Amendment to permit the temporary establishment of a commercial recreation use (pickleball courts) on the subject lands;

And Whereas Section 39 (1) of the Planning Act, R.S.O. enables the council of a local municipality who has passed a by-law under Section 34, to authorize the temporary use of land, buildings or structures for any purpose set out therein that is otherwise prohibited by the By-law;

And Whereas Section 8.6.1 a) of the Township of Cavan Monaghan Official Plan states Council may pass a By-law as provided for under Section 39 of the Planning Act to allow the temporary use of lands that do not comply with the Land Use designations in the Official Plan;

Now Therefore this Agreement Witnesseth that in consideration of the mutual covenants hereinafter contained, the parties hereto hereby covenant and agree as follows:

1. Covenants by the Owner

The Owner covenants and agrees as follows:

- a) The Owner is the registered owner of the subject land described herein.
- b) This Agreement shall take priority over any registrations against the title to the subject lands.
- c) This Agreement shall be binding on the Owner and from time to time, their

heirs, executors, administrators, successors and assigns.

- d) The commercial recreation use (pickleball courts) shall only be permitted for a period of three (3) years, commencing April 7, 2025 and ending April 7, 2028 as permitted in By-law No. 2025-20, as per Section 39 (1) of the Planning Act, R.S.O. 1990, as amended. This time period may be extended for an additional three-year period provided the temporary zoning of the site has been extended as per Section 39 the Planning Act, R.S.O. 1990, as amended.
- e) The Owner covenants and agrees with the Municipality on behalf of itself, its successors and assignees, to indemnify and save harmless the Municipality, its servants and agents from and against any and all actions, suites, claims and demands whatsoever, which may arise either directly or indirectly by reason of any work performed. The Owner further covenants and agrees to release and forever discharge the Municipality from and against all claims, demands, cause of actions, of every nature and type whatsoever that may arise either as a result of the failure of the Municipality to carry out any of its obligations under this Agreement, or as a result of the Municipality performing any municipal work on the said lands or the adjacent properties which may damage or interfere with the works of the Owner, provided that such default, failure or neglect was not caused as a result of negligence on the part of the Municipality, its servants or agents.
- f) The Owner agrees and acknowledges that the Municipality will commence legal action against the Owner if the Owner fails to comply with all terms of this Agreement.

2. Covenants by the Municipality

The Municipality covenants and agrees as follows:

- a) That the Municipality agrees that subject to compliance by the Owner with all relevant Municipal By-laws, Provincial Statutes and Regulations, Agency requirements, and the provisions of this Agreement, the Owner may have a commercial recreation use (pickleball courts) on the subject property commencing April 7, 2025 and ending April 7 2028.

In Witness Whereof the parties hereto have executed this Agreement and have hereunto caused to be affixed the corporate seals, duly attested to by the property signing officers.

By the Owner on thisday of, 2025.

Signed, Sealed and Delivered)	Per: _____
In the presence of)	J.K.R. Realty Limited
		Haig Kelly "Owner"

By the Township of Cavan Monaghan on this day of, 2025.

)	Per: _____
)	Matthew Graham, Mayor

)	Per: _____
)	Cindy Page, Clerk



Regular Council Meeting

To:	Mayor and Council
Date:	April 7, 2025
From:	Matt Wilkinson, Planner
Report Number:	Planning Department 2025-18
Subject:	988 County Road 10 – Removal of Holding Symbol from the UR1-A-6-H13 Zone

Recommendation:

That By-law No. 2025-21 be approved to remove holding symbol (H13) from the Urban Residential One Subzone A Exception Six Holding Thirteen (UR1-A-6-H13) Zone as it pertains to Parts 1, 2 and 3 of Plan 45R-17774 in part of Lot 12, Concession 6 (Cavan).

Overview:

In December of 2024, the Township of Cavan Monaghan approved By-law No. 2024-63 to rezone a portion of the property known as 988 County Road 10, described as part of Lot 12, Concession 6 (Cavan) and more specifically known as Parts 1, 2 and 3 of Plan 45R-17774, to the Urban Residential One Subzone A Exception Six Holding Thirteen (UR1-A-6-H13) Zone. A key map showing the location of the subject lands is provided as Attachment No. 1 to this Report

The UR1-A-6 Zone permits a single detached dwelling on a lot with a minimum lot area of 400 square metres (0.1 acres).

The holding provision attached to the UR1-A-6-H13 Zone can be removed only after an official plan amendment (OPA) to redesignate the subject lands to permit residential uses is approved by the County of Peterborough. The County of Peterborough approved OPA No. 17 on February 14, 2025 to redesignate the noted portion of the property from the Institutional to Residential in the Cavan Monaghan Township Official Plan. The appeal period expired March 11, 2025. The decision Notice is provided as Attachment No. 2 to this Report.

Once the holding symbol is removed, a single detached dwelling will be permitted on a lot with a minimum lot area of 400 square metres (0.1 acres) and a minimum lot frontage of 13 metres (42.5 feet).

As drafted, By-law No. 2025-21 removes the holding symbol (H13) from the Urban Residential One Subzone A Exception Six Holding Thirteen (UR1-A-6-H13) Zone. By-law No. 2025-21 is provided as Attachment No. 3 to this Report.

Financial Impact:

None at this time.

Attachments:

Attachment No. 1: Key Map

Attachment No. 2: County of Peterborough Certificate File No. 15OP-25001

Attachment No. 3: By-law No. 2025-21

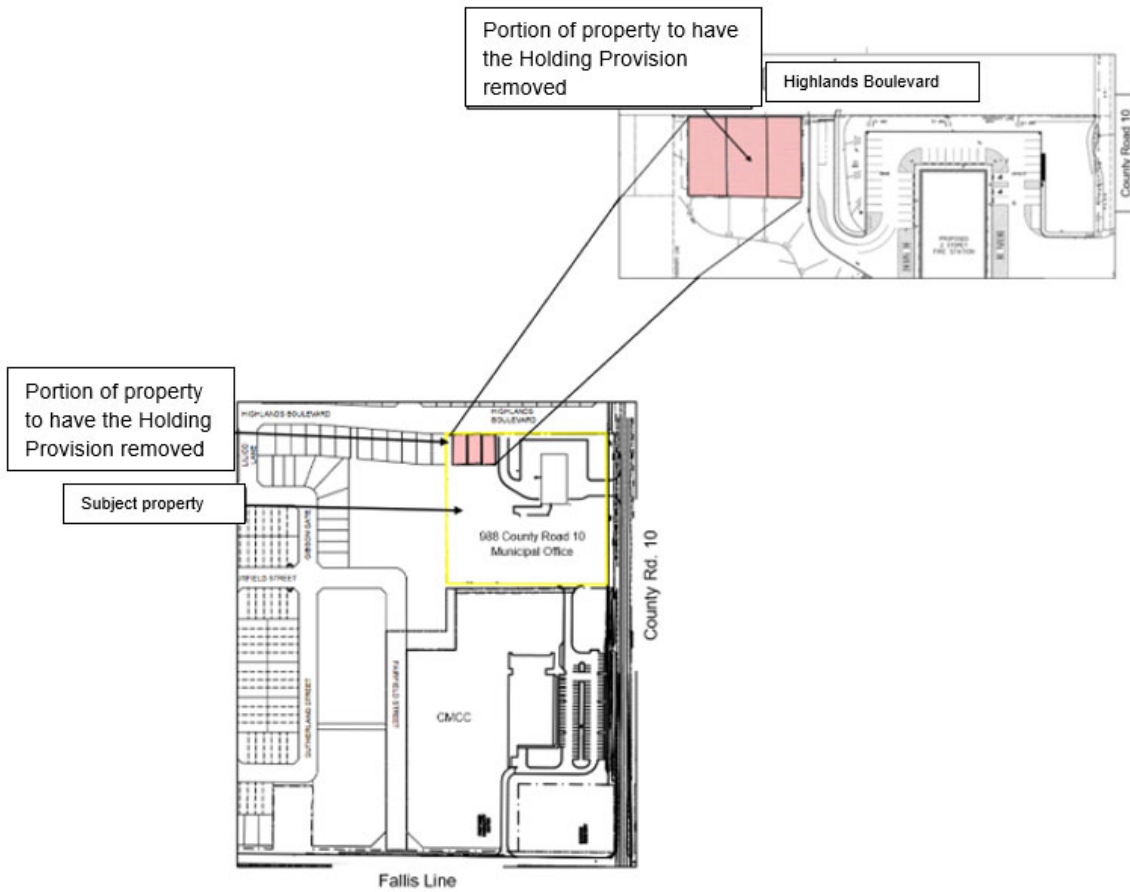
Respectfully Submitted by,

Reviewed by,

Matt Wilkinson
Planner

Yvette Hurley
Chief Administrative Officer

Attachment No.1: Key Map



Certificate

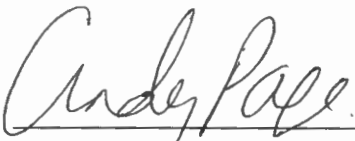
**Official Plan Amendment No. 17
Township of Cavan Monaghan Official Plan**

The attached map constituting Amendment No. 17 to the Township of Cavan Monaghan Official Plan was prepared by the Council of the Township of Cavan Monaghan and was adopted by the Township of Cavan Monaghan by By-law No. 2025-04 in accordance with the provisions of Section 21 of the Planning Act, R.S.O., 1990, as amended, on the 27th day of January, 2025.



Matthew Graham, Mayor

**Corporate Seal
of Municipality**



Cindy Page, Clerk

This Amendment to the Township of Cavan Monaghan Official Plan which has been prepared and adopted by the Council of the Township of Cavan Monaghan is hereby approved in accordance with the provisions of Section 17 of the Planning Act, R.S.O., 1990, as amended, as Amendment No. 17 to the Township of Cavan Monaghan Official Plan.

March 12, 2025

Date



**Iain Mudd
Director of Planning, Development
and Public Works
County of Peterborough**

Attachment No. 3: By-law No. 2025-21

The Township of Cavan Monaghan

By-law No. 2025-21

Being a by-law to Remove the Holding (H) Symbol from By-law No. 2018-58, as amended, related to the Lands Described as Parts 1, 2 and 3 of Plan 45R-17774 in part of Lot 12, Concession 6, Geographic Township of Cavan, Township of Cavan Monaghan

Whereas By-law No. 2018-58, as amended, zoned certain lands in part of Lot 12, Concession 6 (Cavan) as subject to the Holding Thirteen (H13) symbol to be removed upon the subject lands being designated Residential in the Township Official Plan.

And Whereas the conditions for the removal of the Holding Thirteen (H13) symbol have been addressed to the Township's satisfaction;

And Whereas a Notice of Intention to remove a Holding (H) symbol was, pursuant to Section 36(4) of the Planning Act, R.S.O., 1990, as amended, circulated to all assessed persons within 120 metres of the subject lands by first class pre-paid mail.

Now Therefore, the Council of the Township of Cavan Monaghan hereby enacts as follows:

1. That the Holding Thirteen (H13) symbol identified on lands located at 988 County Road 10, and described as Parts 1, 2 and 3 of Plan 45R-17774, part of Lot 12, Concession 6 in the Geographic Township of Cavan, Township of Cavan Monaghan is hereby removed.

Read a first, second and third time and passed this 7th day of April, 2025.

Matthew Graham
Mayor

Cindy Page
Clerk



Regular Council Meeting

To:	Mayor and Council
Date:	April 7, 2025
From:	Karen Ellis, Director of Planning and Brigid Ayotte, Economic Development and Communications Officer
Report Number:	Planning Department 2025-19
Subject:	Station Park Signage Project

Recommendation:

That Council authorize the Municipal Revitalization and Heritage Advisory Committee (MRHAC) to proceed with a railway switch signal design concept for Station Park.

Overview:

The purpose of Report Planning 2025-19 is to present Council with a proposed change in direction for the Station Park signage project.

In August of 2023, Report PEB 2023-38 was presented to Council. The Report outlined the history of the downtown mural project and proposed a concept for the new mural in Station Park. The Report proposed the installation of a digitally rendered mural applied to a weather resistant aluminum composite panel affixed to the existing shelter on site.

In August of 2024, Report PEB 2024-40 was presented to Council. The Report outlined a change in direction for the project. The mural project changed to a sign project. Council approved the proposed change in direction.

Budgetary constraints preclude the MRHAC from proceeding with the project outlined in Report PEB 2024-40.

The MRHAC developed a new concept that can be accomplished within the approved budget.

The new concept involves the installation of a railway switch signal stand. A preliminary concept of the railway station marker sign is provided as Attachment No. 1 to this Report.

A QR Code will be located on the switch signal stand to provide a link to information about the history of the railway in Cavan Monaghan Township. The location of the QR Code and the design of the marker plaque will be determined in consultation with the MRHAC and Township Staff.

Input from Parks and Facilities Staff will be required to determine the best location(s) for the installation of the switch signal and associated landscaping.

Financial Impact:

The MRHAC has a budget of \$7,000.00 for the Station Park project. The Committee anticipates that the railway switch signal stand project can be completed for the budgeted amount.

Attachments:

Attachment No. 1: Train Signal Concept

Respectfully Submitted by,

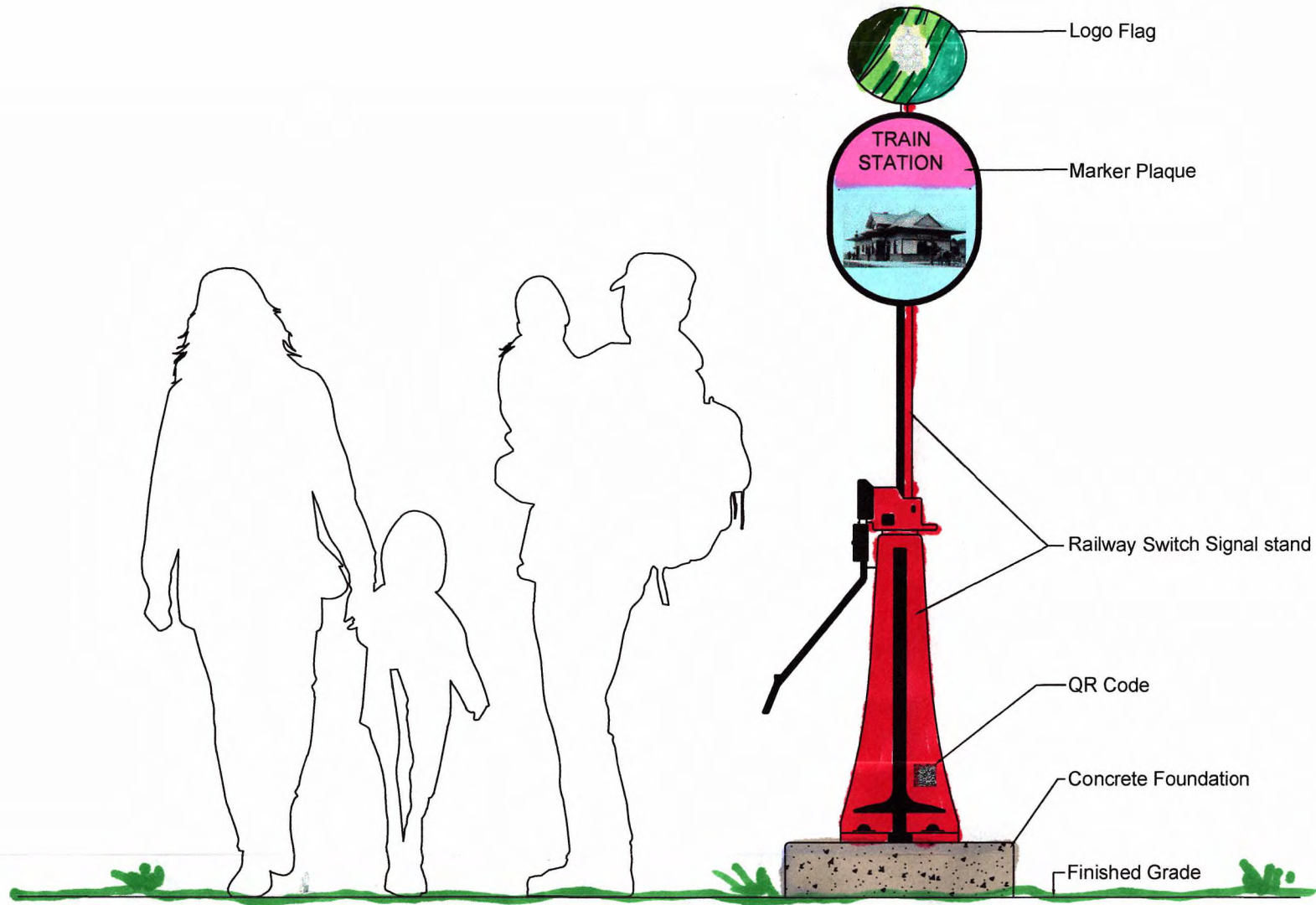
Karen Ellis
Director of Planning

Brigid Ayotte
Economic Development and
Communications Officer

Reviewed by,

Yvette Hurley
Chief Administrative Officer

Attachment No. 1: Train Signal Concept



Old Railway Station Marker Sign



Regular Council Meeting

To:	Mayor and Council
Date:	April 7, 2025
From:	Drew Hutchison, Public Works Engineering Technologist
Report Number:	Public Works 2025-06
Subject:	Tender T-PW-25-01 Slurry Seal

Recommendations:

1. That Council award the Slurry Seal Tender T-PW-25-01 to Miller Paving Limited, at the tender amount of \$ 277,748.00 with H.S.T. of \$36,107.24. The total tender amount with net municipal H.S.T. is \$ 282,636.36; and
2. That Council approve a 10 % Contingency in the amount of \$28,263.64 for this project. The total amount for approval including contingencies is \$ 310,900.00. The Slurry Seal program of \$360,000.00 was approved in the 2025 Capital Budget and is funded through the Ontario Community Infrastructure Fund (OCIF).

Overview:

The Tender for Slurry Seal was called and posted to Biddingo and the Township website on February 25, 2025. The closing date was March 18, 2025 at 11:00 a.m. The Tender was opened at 11:05 a.m. the same day with Yvette Hurley, Wayne Hancock, and Drew Hutchison representing the Township.

The two bids received are outlined below in order of opening:

- | | |
|---------------------------|---------------------------------|
| 1. Miller Paving Limited | \$277,748.00 (excluding H.S.T.) |
| 2. Duncor Enterprise Inc. | \$319,410.20 (excluding H.S.T.) |

In this Tender, the sections to be treated are shown in the site specific maps (Attachment No. 1) and are outlined in the chart below:

Location	Approx. Length
Zion Line	1.60 km
Larmer Line - East	1.85 km
Larmer Line - West	1.20 km
Hutchison Drive	0.75 km
Stewart Line	0.95 km
Syer Line	2.60 km

Buckland Drive	0.18 km
Albert Street	0.30 km

These sections are scheduled to be completed this year.

Financial Impact:

The Slurry Seal program of \$360,000.00 was approved in the 2025 Capital Budget under Public Works, account 02-60-000-62563-6150. This program is funded through the Ontario Community Infrastructure Fund (OCIF).

The tender came in at a price of \$277,748.00 plus H.S.T. in the amount of \$36,107.24 for a total of \$313,855.24. After the municipal H.S.T. rebate and the addition of contingency amount, the total tender price will be \$310,900.00. Surplus funds from the allocated Slurry Seal program budget, account 02-60-000-62563-6150, will remain available in the 2025 fiscal year to use towards other Public Works Capital projects if needed.

Attachment:

Attachment No.1 – Slurry Seal Site Specific Maps

Respectfully Submitted by,

Reviewed by,

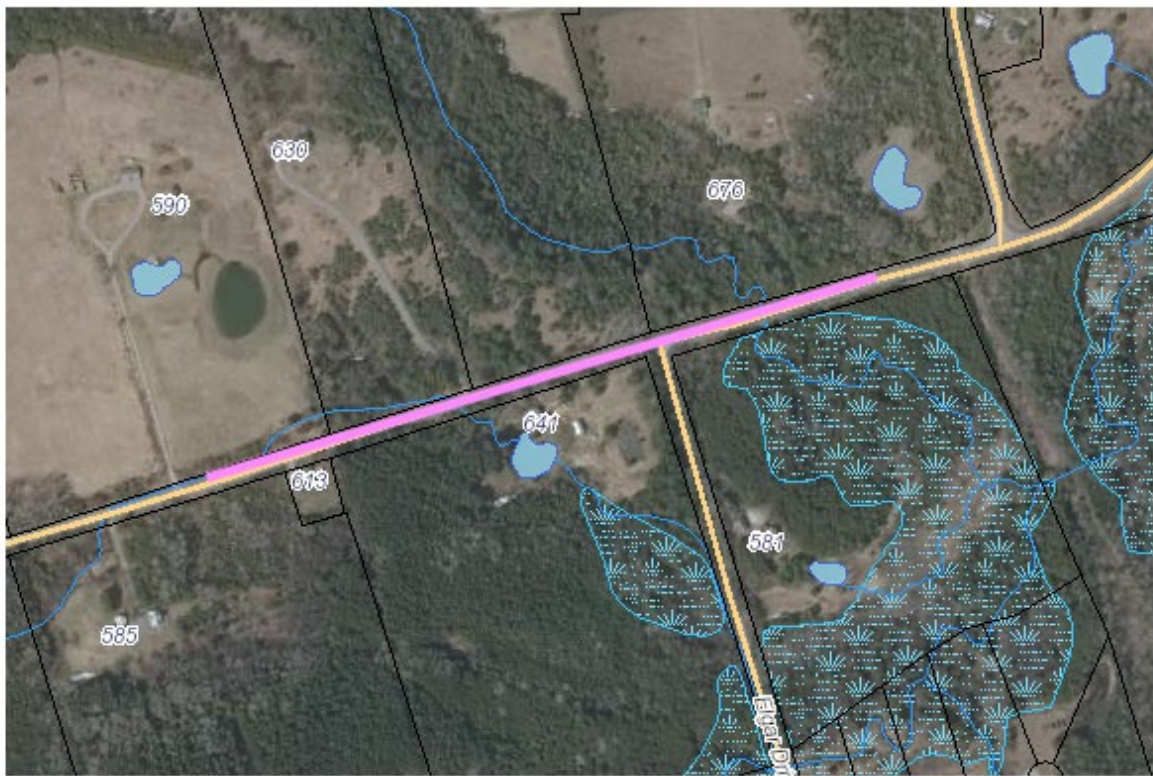
Drew Hutchison
Public Works Engineering Technologist

Yvette Hurley
Chief Administrative Officer

Wayne Hancock
Director of Public Works

Slurry Seal Location Maps

- 1) Zion Line
Slurry Seal – 1.6 km



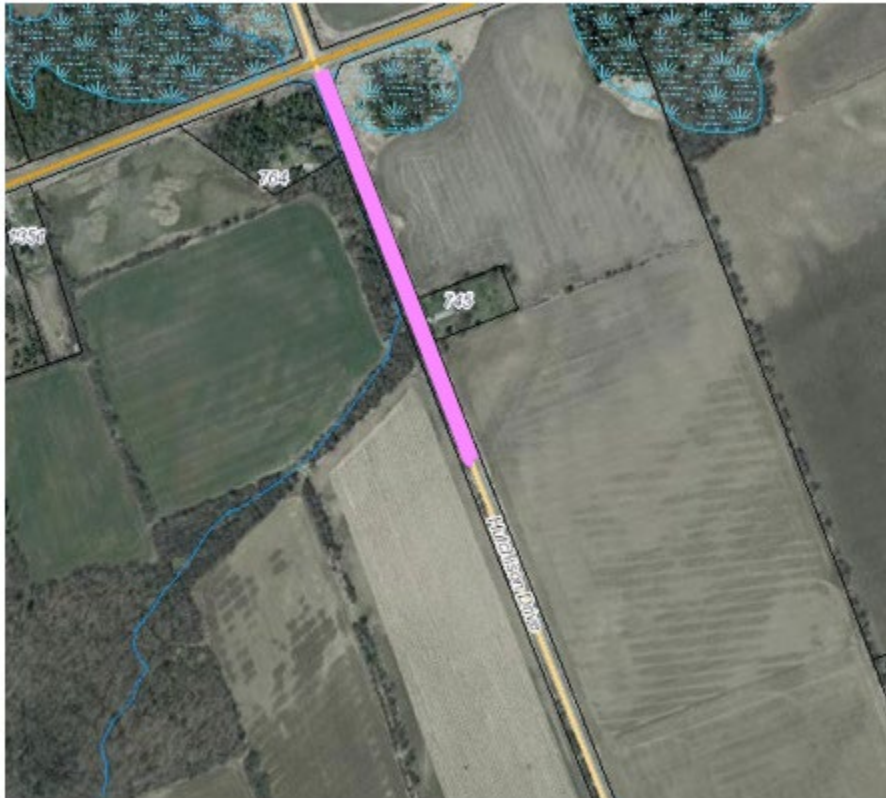
2) Larmer Line - East
Slurry Seal – 1.8 km



3) Larmer Line - West
Slurry Seal – 1.2 km



- 4) Hutchison Drive
Slurry Seal – 0.75 km



- 5) Stewart Line
Slurry Seal – 0.75 km



- 6) Syer Line
Slurry Seal – 2.6 km



- 7) Buckland Drive
Slurry Seal – 0.18 km



8) Albert Street
Slurry Seal – 0.3 km





Regular Council Meeting

To:	Mayor and Council
Date:	April 7, 2025
From:	Drew Hutchison, Public Works Engineering Technologist
Report Number:	Public Works 2025-07
Subject:	T-PW-25-02 Surface Treatment Tender

Recommendations:

1. That Council award the Surface Treatment Tender T-PW-25-02 to Dufferin Construction Company at the tender amount of \$348,992.00 with H.S.T. of \$45,368.96. The total tender amount with the net municipal H.S.T. is \$355,134.26; and
2. That Council approves a 10% Contingency in the amount of \$35,513.43 for this project. The total amount for approval including contingencies is \$390,647.69. The Surface Treatment program of \$437,000.00 was approved in the 2025 Capital Budget.

Overview:

The Tender for Surface Treatment T-PW-25-02 was called and posted to Biddingo and the Township website on February 25, 2025. The closing date was March 18, 2025 at 11:00 a.m. The Tender was opened at 11:10 a.m. the same day Yvette Hurley, Wayne Hancock, and Drew Hutchison representing the Township.

The three bids received are outlined below in order of opening:

- | | |
|----------------------------------|---------------------------------|
| 1. Miller Paving Limited | \$391,219.20 (excluding H.S.T.) |
| 2. Duncor Enterprise Inc. | \$448,819.20 (excluding H.S.T.) |
| 3. Dufferin Construction Company | \$348,992.00 (excluding H.S.T.) |

Dufferin Construction Company submitted the lowest compliant bid for the Surface Treatment Tender. In this Tender, the sections to be treated are shown in the site specific maps (Attachment No. 1) and are outlined in the chart below:

Location	Approx. Length
Brown Line	0.9 km
Zion Line	1.0 km
Howden ¼ Line	0.7 km
Hutchison Drive	0.8 km
Sharpe Line	0.9 km
Wilson Line	1.5 km
Hillview Drive	1.0 km
Skiview Drive	0.4 km

These sections are scheduled to be completed this year.

The total estimated cost for these sections will be as follows:

Surface Treatment	Tender Price (HST Not Included)
1. Brown Line	\$ 42,969.60
2. Zion Line	\$ 49,088.00
3. Howden 1/4 Line	\$ 33,555.20
4. Hutchison Drive	\$ 39,321.60
5. Sharpe Line	\$ 42,969.60
6. Wilson Line	\$ 71,136.00
7. Hillview Drive	\$ 49,088.00
8. Skiview Drive	\$ 20,864.00
	<u>Subtotal \$ 348,992.00</u>
	<u>Total (with net municipal HST Rebate) \$ 355,134.26</u>
	<u>10% Contingency \$ 35,513.43</u>
	<u>Total for Approval \$ 390,647.69</u>

Financial Impact:

The total Surface Treatment Capital Budget of \$437,000.00 was approved in the 2025 Capital Budget under Public Works. \$27,000.00 of this total is expected to be paid by the City of Kawartha Lakes (CKL) for cost sharing of works to be done on Hillview Drive as per the Boundary Road Agreement with CKL.

The tender came in at a price of \$348,992.00 plus H.S.T. in the amount of \$45,368.96 for a total of \$394,360.96. After the municipal H.S.T. rebate and the addition of contingency amount, the total tender price will be \$390,647.69. Surplus funds from the allocated Surface Treatment program budget will be used for the pulverization and preparation work for the road sections specified in the 2025 Surface Treatment Tender.

Attachment:

Attachment No. 1 – Surface Treatment Site Location Maps

Respectfully Submitted by,

Reviewed by,

Drew Hutchison
Public Works Engineering Technologist

Yvette Hurley
Chief Administrative Officer

Wayne Hancock
Director of Public Works

Surface Treatment Location Maps

- 1) Brown Line
Surface Treatment – 0.9 km



- 2) Zion Line
Surface Treatment – 1.0 km



- 3) Howden 1/4 Line
Surface Treatment – 0.7 km



- 4) Hutchison Drive
Surface Treatment – 0.8 km



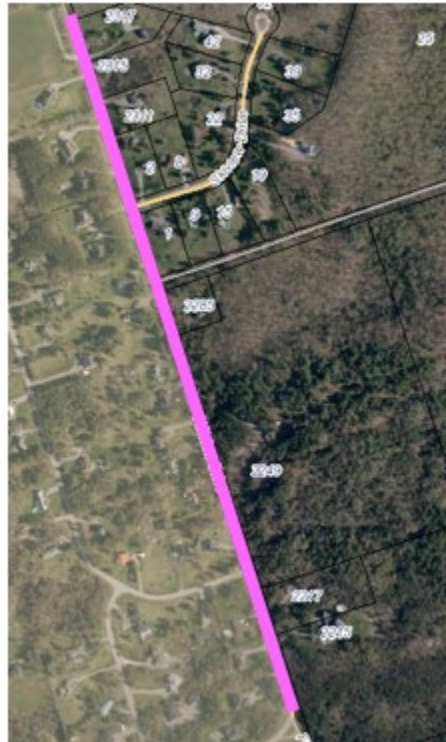
- 5) Sharpe Line
Surface Treatment – 0.9 km



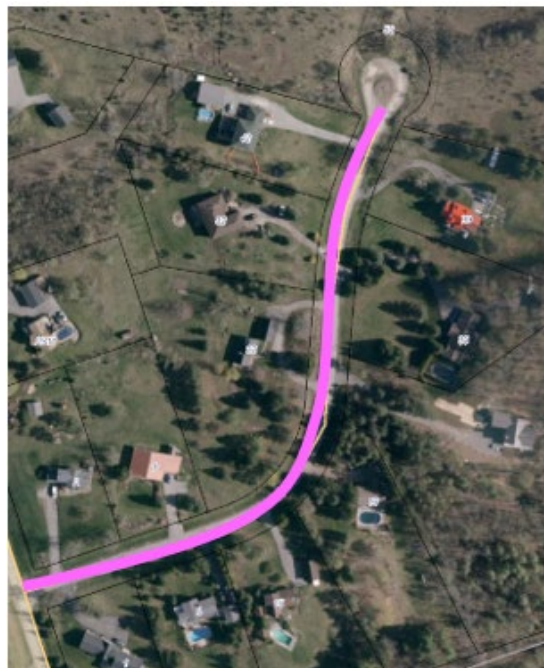
- 6) Wilson Line
Surface Treatment – 1.5 km



- 7) Hillview Drive
Surface Treatment – 1.0 km



- 8) Skiview Drive
Surface Treatment – 0.4 km





Regular Council Meeting

To:	Mayor and Council
Date:	April 7, 2025
From:	Brigid Ayotte, Economic Development & Communications Officer
Report Number:	ECD 2025-02
Subject:	Road Occupancy Permits for 2025 Special Events

Recommendations:

1. That Council authorize staff to issue Road Occupancy Permits for Special Events on County Roads in the Township for Events/Festivals in 2025 as outlined in the Table below; and
2. That the Township of Cavan Monaghan provide a Certificate of Insurance to the County of Peterborough for the scheduled 2025 Events/Festivals listed in this Report.

Overview:

Traditionally Council requests that all road closure/occupancy dates be presented at one time so that Council and the public are made aware of the events and activities being hosted throughout the year in the Township.

This allows for maximum exposure and advertisement of events in the downtown as well as the numerous social activities for participants and vendors scheduled throughout the year. Staff have consulted with the various organizers and supports the events, dates, and road occupancies listed in the table below. Maps of the individual event street closures are attached to this report.

Staff will continue to assist with these events as resources permit.

Table:

Date	Time	Event	Location/Closures
April 26	6:00 a.m. to 2:00 p.m.	Lions Club Annual Fishing Derby	Needlers Lane from King Street to Anne Street (Attachment 1)
June 14	9:00 a.m. – 3:00 p.m.	Millbrook Fair Parade	King Street from Tupper Street to Main Street, South on Main Street to Frederick St., East on Frederick to Fairgrounds.

			(Attachment 2)
July 24	12:00 p.m. – 10:00 p.m.	Millbrook BIA Ladies Night	King St. from Tupper St. to Union St. (Attachment 3)
November 11	9:00 a.m. – 1:00 p.m.	Remembrance Day Parade	King Street from Tupper St to Union Street (Attachment 4)
December 6	8:00 a.m. to 7:00 p.m.	Christmas In the Village	King St. from Tupper St. to Union Street; Needler’s Lane from King Street to Anne Street and Hay Street from Anne Street to King Street (Attachment 5)
December 13	11:00 a.m. – 2:00 p.m.	Santa Claus Parade	King Street from Tupper to Turner Street; Lisa Court and Main Street from Charles to King. Needler’s Lane from King Street to Hay Street. Gathers at the Millbrook Christian Assembly, travels east on King Street to Needler’s Lane. Offloads on Needler’s Lane (Attachment 6)

Background:

As part of the permit process, Staff circulates a copy of this report along with a Certificate of Insurance and a traffic management plan to the County Public Works Department, Peterborough Police, Peterborough County Emergency Management System (EMS), and the Fire Department for information ahead of these events.

Events that operate under a road closure within intersections can use the services of Parks and Facilities Staff and/or Community Safety Volunteers. Closures that incorporate an intersection or are serving alcohol will require Paid Duty Officers (PDOs). It is the responsibility of the organization hosting the event to secure PDOs where required. PDOs are noted on the attached maps.

Where access to a street is temporarily impeded by the road closure (i.e. Santa Claus Parade and Millbrook Fair Parade), organizers will provide notification to residents.

Allen Lane in Downtown Millbrook is not owned by the Township. As such, events that utilize this street must secure approval from the land owner.

Staff will continue to work with organizations hosting the events and Community Safety Volunteers to facilitate the road closures on the day of the event.

Financial Impact:

Road occupancy permits are issued at no cost.

Attachments:

- Attachment 1 – Lions Club Annual Fishing Derby
- Attachment 2 – Millbrook Fair Parade

- Attachment 3 – Millbrook BIA Ladies Night
- Attachment 4 – Remembrance Day
- Attachment 5 – Christmas In the Village
- Attachment 6 – Santa Claus Parade

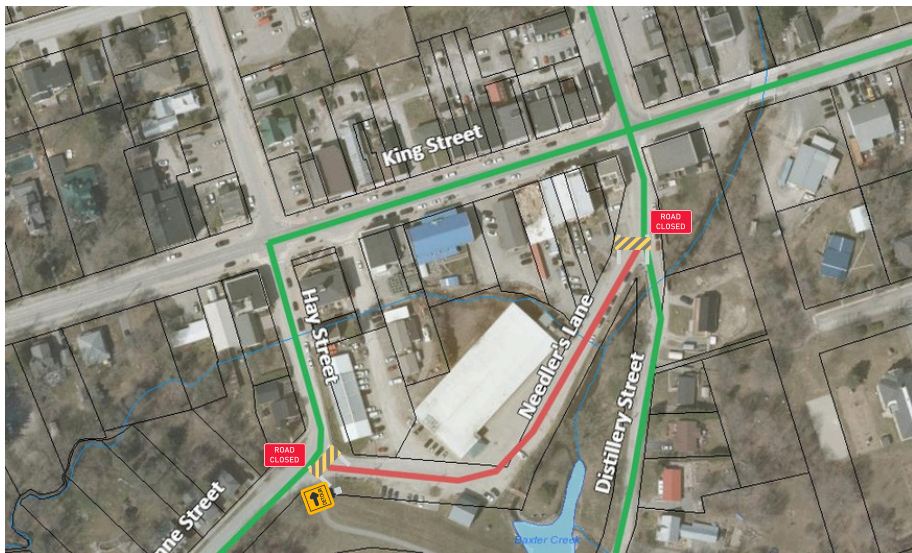
Respectively Submitted by:

Reviewed by:

Brigid Ayotte
Economic Development & Comm. Officer

Yvette Hurley
Chief Administrative Officer

Attachment 1: Road Occupancy Map: Fishing Derby April 26, 2025



Road Closure
Detour Route



Road Closure Barricade

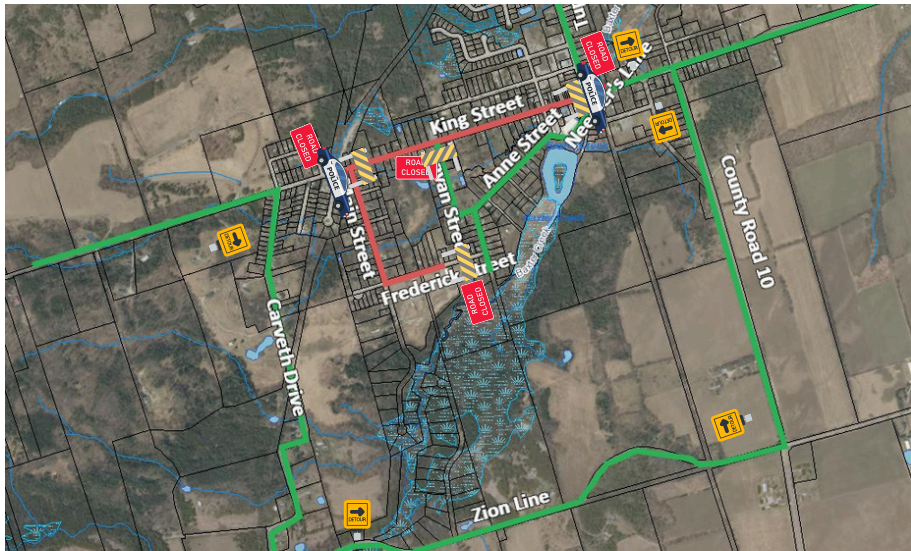


Detour Signage



Road Closure Sign

Attachment 2: Road Occupancy Map: Millbrook Fair Parade: June 14, 2025



Paid Duty Officer



Road Closure



Detour Route



Road Closure Barricade



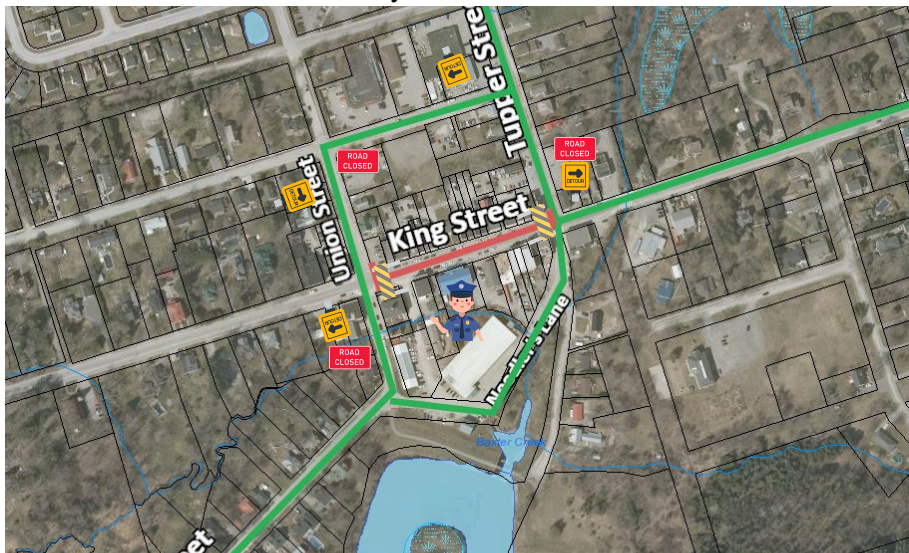
Detour Signage



Road Closure Sign

96

Attachment 3: Road Occupancy Map: Ladies Night: July 24, 2025



Paid Duty Officer (roaming)



Road Closure



Detour Route



Road Closure Barricade

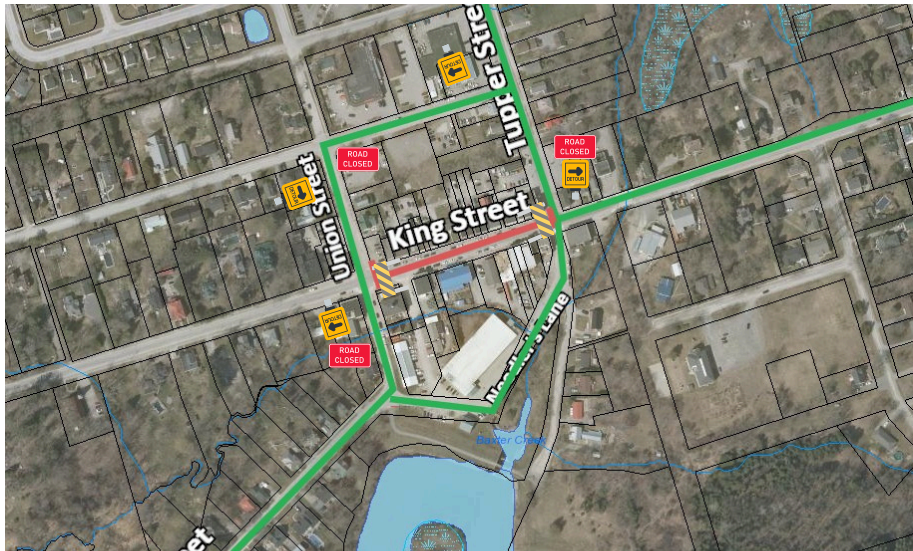


Detour Signage



Road Closure Sign

Attachment 4: Road Occupancy Map: Remembrance Day: November 11, 2025



Road Closure
Detour Route



Road Closure Barricade

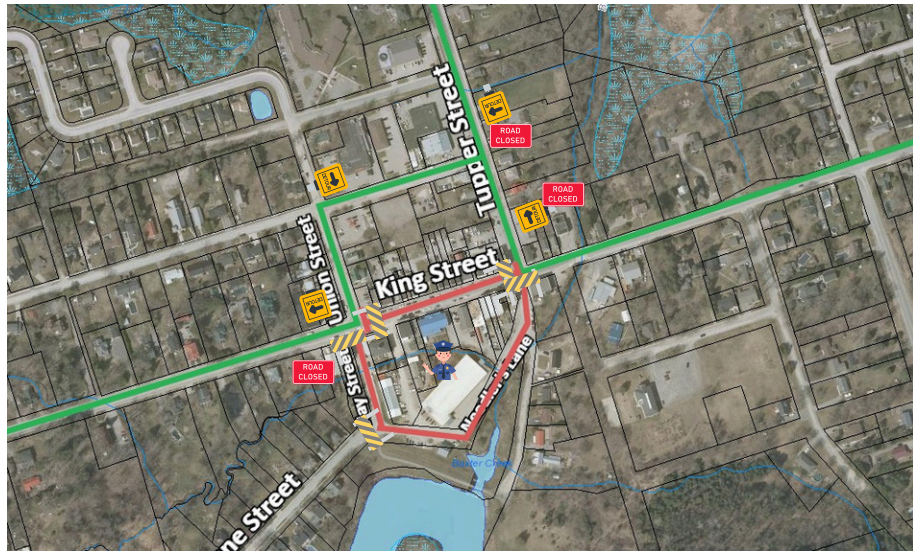


Detour Signage



Road Closure Sign

Attachment 5: Road Occupancy Map: Christmas In the Village; December 6, 2025



PDO Roaming



Road Closure



Detour Route



Road Closure Barricade

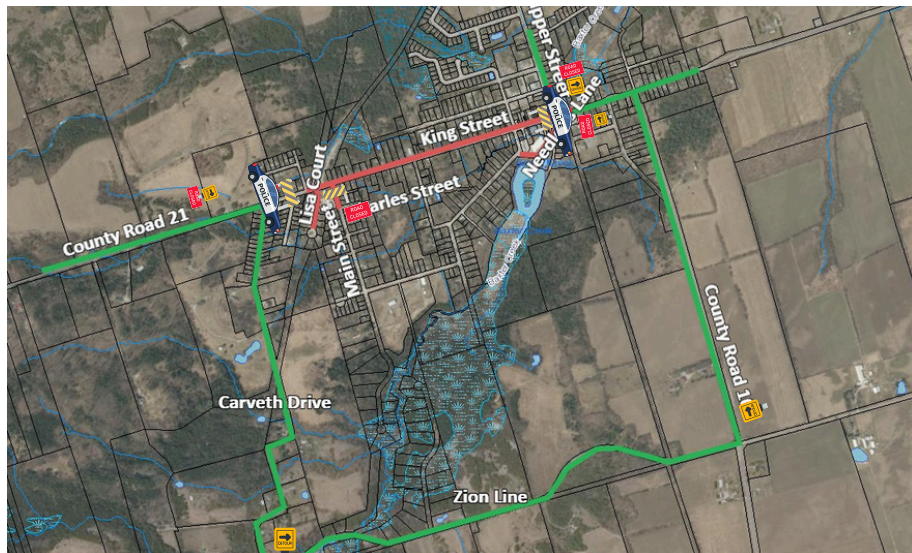


Detour Signage



Road Closure Sign

Attachment 6: Road Occupancy Map: Santa Claus Parade: December 13, 2025



Paid Duty Officer



Road Closure



Detour Route



Road Closure Barricade



Detour Signage 100



Road Closure Sign



Regular Council Meeting

To:	Mayor and Council
Date:	April 7, 2025
From:	Cindy Page, Clerk
Report Number:	Corporate Services 2025-06
Subject:	Lease Agreement with the Millbrook Cavan Firefighter's Association

Recommendation:

That By-law No. 2025-22 being a by-law to authorize the Mayor and Clerk to execute a ten (10) year lease agreement, with an option to renew for an additional ten (10) years, between the Township of Cavan Monaghan and the Millbrook Cavan Firefighter's Association for the property known municipally as 2 Hay Street, Millbrook, Ontario.

Overview:

The Lease Agreement has been a historical agreement that was developed in 1993, when the former Municipality of the Village of Millbrook executed a twenty (20) year lease agreement with the Millbrook Cavan Firefighter's Association for the property known municipally as 2 Hay Street, Millbrook, more particularly described as Part 4, Plan 9R-1227, in the Township of Cavan Monaghan.

At the Regular Council Meeting of May 6, 2013, Council approved the below resolution, changing the term to 10 years with an option to renew for an additional ten (10) years. (Attachment No.1)

**That Council direct staff to include a clause in the agreement indicating the Premises is not to be rented or sublet; and
That By-law No. 2013-29 be adopted to allow the Mayor and Clerk to execute a ten (10) year lease agreement, with an option to renew for an additional ten (10) years, between the Township of Cavan Monaghan and the Millbrook Cavan Firefighter's Association for the property known municipally as 2 Hay Street, Millbrook, Ontario.**

The Millbrook Cavan Firefighter's Association have again indicated they would like to renew the lease agreement. Staff and legal Counsel have reviewed and updated the agreement to include this clause and to add Section 4 outlining Capital Improvements, a provision to ensure compliance with the Heritage Designation By-law No. 2023-51 and minor administrative updates. The updated agreement includes the same terms as the previous agreement including the annual rent of one dollar (\$1.00) and with an option for an additional ten (10) years. The Association are aware of the updates to the agreement and are in support of the changes.

Staff recommend Council execute a new ten (10) year lease agreement, including the aforementioned changes, between the Township and the Millbrook Cavan Firefighters Association with an option to renew for an additional ten (10) years.

Financial Impact:

None at this time.

Attachments:

No.1 By-law No. 2013-29 being a by-law to authorize the Mayor and Clerk to enter into a lease agreement with the Millbrook Cavan Firefighter's Association

No. 2 By-law No. 2025-22 being a by-law to authorize the Mayor and Clerk to enter into a lease agreement with the Millbrook Cavan Firefighter's Association.

Respectfully submitted by,

Reviewed by,

Cindy Page
Clerk

Yvette Hurley
Chief Administrative Officer

The Township of Cavan Monaghan

By-law No. 2013-29

Being a by-law to authorize the Mayor and Clerk to execute a Lease Agreement between The Township of Cavan Monaghan and the Millbrook Cavan Fire Fighter's Association

Whereas pursuant to section 9 of the **Municipal Act 2001**, as amended, grants municipalities the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Act;

And Whereas the Council of the Township of Cavan Monaghan deems it advisable to enter into a Lease Agreement between The Township of Cavan Monaghan and the Millbrook Cavan Fire Fighter's Association.


Now Therefore the Council of the Township of Cavan Monaghan enacts as follows:

1. That the Mayor and Clerk are hereby authorized and directed to sign the Lease Agreement between The Township of Cavan Monaghan and the Millbrook Cavan Fire Fighter's Association.
2. That the Lease Agreement is attached as Schedule 'A' to this by-law.
3. That this by-law shall come into force and take effect on the date of its final passing.

Read a first, second and third time and passed this 6th day of May 2013.



John Fallis
Mayor



Elana Arthurs
Clerk

This indenture made this 10th day of May, 2013.

In pursuance of the Short Forms of Leases Act.

Between:

The Township of Cavan Monaghan

(hereinafter called the "Lessor" or "Township")

of the first part

- and -

Millbrook Cavan Fire Fighter's Association

(hereinafter called the "Lessee" or "Association")

of the second part

Witnesseth that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Lessee and pursuant to Section 107 the *Municipal Act, 2001* the Lessor doth demise and lease unto the Lessee the lands and premises described in Schedule "A" which is attached hereto and forms part hereof (the foregoing hereinafter referred to as the "Premises").

To have and to hold the Premises in accordance with the following:

1. Term

The Tenancy shall commence upon the 10th day of May, 2013 for a period of 10 years terminating on the 9th day of May, 2023 subject to the Lessee's right to renew this lease for one additional period of 10 years provided that the Lessee has provided written notice of its intention to renew on or before 4:00 p.m. on February 9th, 2023.

2. Lessee's Covenants

The Lessee covenants with the Lessor as follows:

(a) To pay Rent and all related expenses as set out in this agreement.

(1) Annual Rent shall be equivalent of One Dollar (\$1.00) per annum payable at the commencement of term, and for the full amount of the term (\$10.00) at the Lessor's main municipal office.

(2) The related expenses shall include: janitorial/cleaning expenses, heat, electricity, fuel and water charges (as applicable including the cost of any

required annual or intermittent inspections related thereto), waste removal.

- (b) To use the Premises only as a meeting hall or social club for the Association.
- (c) To maintain the Premises in a good state of repair and safe condition in consideration of the intended uses and to permit the Lessor or its agents to enter into and upon the premises at any time upon the giving of reasonable notice by the Lessor (which notice shall generally be 24 hours) to perform inspections of the Premises.
- (d) Not to carry on any activities on the Premises that the Lessor may determine, in its reasonable discretion, are a nuisance or which interfere with the use of the adjoining lands.
- (e) To comply with all provisions of the by-laws of the Township of Cavan Monaghan, as amended from time to time. In addition, the Lessee shall ensure that all required permits related to the Lessee's use and occupation of the demised premises are maintained and that all required inspections related thereto are conducted (e.g. Health Unit).
- (f) Not to permit or cause to be done anything whereby any policy of insurance that may be maintained by any party on or in respect of the premises may become void or voidable or whereby the rate of premiums thereof may be increased and to repay to the Landlord on demand all sums paid by way of increased premiums and all expenses incurred by the Landlord in connection with any renewal or replacement of the policy rendered necessary by breach of this covenant.
- (g) To obtain the written approval of the Lessor before making or permitting to be made any improvements, renovations or additions to the Premises or any part thereof. The Lessee acknowledges that if approval is given by the Lessor that it may be subject to terms and conditions including a written Agreement between the parties. The Lessee shall be responsible for and pay the cost of any alterations, additions, installations or improvements that any governing authority, municipal, provincial or otherwise, may require to be made in, on or to the Premises.
- (h) To carry out all alterations or construction in a good and workmanlike manner in accordance with all applicable laws and to keep the Premises free of any liens filed under the Construction Lien Act or any other legislation. To this end the Lessor may require, as part of the approval process for any project, that the Lessee obtain appropriate bonding to ensure completion of any contract and payment for all labour and material.
- (i) To maintain a sufficient temperature within the Premises at all times to ensure that the Premises shall not be damaged by the prevailing temperatures outside of the Premises.
- (j) Upon the expiration of the term of this Lease or upon any earlier termination to surrender possession of the Premises to the Lessor in good condition and repair, reasonable wear and tear accepted. In addition to provide or permit the Landlord access to the Premises for the purposes of showing the Premises to prospective purchasers or tenants (in which latter case such access shall be limited to a period commencing 3 months before termination of the lease).

- (k) To maintain with respect to the Premises, insurance coverage insuring against:
 - (1) Loss or damage by perils as are commonly provided under an "all risks" property policy with respect to damage to the Premises and other property owned or controlled by the Lessee or as may be reasonably required by the Lessor;
 - (2) Liability for bodily injury or death or property damages sustained by third parties with a minimum limit of \$2,000,000.00 per occurrence;
 - (3) Such insurance coverage shall show the Lessor as a named insured and the policy shall include a cross-liability endorsement. The insurance coverage will act as primary insurance for the Lessor with respect to the Premises and any activities or programs carried on by the Lessee;
 - (4) Such policy shall require the insurer to give the Lessor a minimum of thirty (30) days written notice prior to cancellation or material change;
 - (5) The Lessee shall provide copies of the insurance coverage required herein to the Lessor prior to the execution of this Lease by the Lessor and proof of continuing coverage as required from time to time.
- (l) To release the Lessor, its councillors, officers, employees and agents (collectively the "Lessor") of and from any claims, actions, suits or losses arising directly or indirectly out of the Lessee's use and occupation of the Premises or this Lease except to the extent that the Lessor is in default hereunder.
- (m) To indemnify and save harmless the Lessor, its councillors, officers, employees and agents (collectively the "Lessor") of and from any claims, actions, suits or losses, suffered by, imposed upon or asserted against the Lessor, including legal expenses incurred by the Lessor on a solicitor and his/her own client basis, as a result of, in respect of, or arising from any act, any failure to act or failure to perform any term or condition of this Lease to be performed or observed by the Lessee, its officers, employees and agents or in any way arising out of the Lessee's operation and use of the Premises.
- (n) Notwithstanding the term of this lease and any right the Lessee may have to renew for an additional term, the Lessee acknowledges that it shall surrender possession of the Premises upon the Lessor giving 180 days written notice that:
 - (1) The Lessor has entered into an agreement of purchase and sale which agreement does not provide for the Purchaser to assume this tenancy;
 - (2) The Lessor has determined in its sole discretion that the Premises are require for other municipal purposes.

3. Lessor's Covenants

The Lessor covenants with the Lessee as follows:

- (a) To maintain insurance on the premises insuring against loss or damage by fire for the full insurable value as determined by the Landlord's insurer.

- (b) To permit the Lessee to place signage on municipal property identifying the facility and directing the public to its location and subject to the Lessor approving in writing the signage and the location.
- (c) Not to unreasonably withhold approval for the alteration of the interior of the Premises for the intended use.
- (d) To undertake regular inspections of the Premises including the condition of the building, water services therein and any mechanical systems.
- (e) To incorporate consideration of capital improvements to the Premises in its Long Term Capital Planning exercises.

4. Default and Termination

- (a) Each and every of the following events shall constitute an event of default (hereinafter referred to as an "Event of Default"):
 - (1) If the Lessee neglects or fails to observe, perform or comply with any of its obligations pursuant to this Lease during the term; howsoever arising.
 - (2) If the Lessee abandons the Premises.
 - (3) If the Lessee fails to make prompt payment of any related expenses or accounts for which it is responsible pursuant to the terms of this Lease.
 - (4) If the Lessee fails to comply with all applicable laws, by-laws or statutory regulations in force from time to time during the term of this Lease.
 - (5) If the Lessee fails to keep title to the Premises free of construction liens or other encumbrances.
 - (6) The Lessor shall provide written notice to the Lessee of an Event of Default and the Lessee shall have a period of thirty (30) days from the date of receipt of the notice to cure the default to the satisfaction of the Lessor in its unfettered discretion. If any Event of Default continues for thirty (30) days the Lessor may terminate this Lease by delivery of notice in writing to that effect to the Lessee. Such termination shall not limit in any way the recourse by the Lessor to any remedies available to it pursuant to this Lease or otherwise at law or in equity.
 - (7) If the Lessee fails to perform any of the covenants or obligations on its part set forth in this Lease, the Lessor shall have the right, but shall not be obligated, to perform or cause the same to be performed and to do or cause to be done such things as may be necessary or incidental thereto, including without limiting the foregoing, the right to make repairs, installations, erections and expend monies and all payments, expenses, costs, charges, fees, including all legal fees on a solicitor and his own client basis, and disbursements incurred that are paid by or on behalf of the Lessor in respect thereof shall be immediately due and payable by the Lessee upon demand.
- (b) Any sums owing by the Lessee to the Lessor pursuant to the terms of this Lease shall bear interest at the rate of 12% per annum calculated from the date of demand.

- (c) If, when an Event of Default has occurred, the Landlord chooses not to terminate the Lease and re-entre the Premises, the Landlord shall have the right to take any and all necessary steps to rectify any or all Events of Default of the Tenant and to charge the costs of such rectification to the Tenant and to recover the costs as Rent.
 - (1) If, when an Event of Default has occurred, the Landlord chooses to waive his/her right to exercise the remedies available to him/her under this Lease or at law the waiver shall not constitute condonation of the Event of Default, nor shall the waiver be pleaded as an estoppel against the Landlord to prevent his exercising his remedies with respect to a subsequent Event of Default;
 - (2) No covenant, term, or condition of this Lease shall be deemed to have been waived by the Landlord unless the waiver is in writing and signed by the Landlord.

5. General Provisions

- (a) The Lessee acknowledges that this Lease has been entered into by the Lessor under the authority of the Municipal Act, 2001.
- (b) Any notice or other communication required or permitted to be given or delivered pursuant to this Lease shall be in writing and shall be well and sufficiently given or delivered; if delivered personally, faxed or mailed by registered mail to the parties at their respective addresses set out below. Any notice so given or delivered shall be conclusively deemed to have been given when delivered, if delivered personally or sent by fax, or 72 hours following the mailing of same if mailed by registered mail.


The Township of Cavan Monaghan
988 County Road 10
Millbrook, Ontario L0A 1G0
Facsimile: 705.932.3458


- (c) This Lease, including the Schedules hereto, constitute the entire Lease between the parties and the parties hereto acknowledge that there are no covenants, representations, warranties, agreements or conditions, express or implied, collateral or otherwise, forming part of or in any way affecting or relating to this Lease save as expressly set out in this Lease, and that this Lease may not be amended except by written instrument executed by all the parties hereto.
- (d) No condonation, forgiveness, waiver or forbearance by the Lessor of any non-observance or non-performance by the Lessee of any of the provisions, terms or conditions of this Lease shall operate as a waiver or estoppel by or against the Lessor in respect of any provision, term or condition or any subsequent non-observance or non-performance by the Lessee of any provision of this Lease.
- (e) This Lease shall be binding upon and enure to the benefit of the Lessor and the Lessee and their permitted assigns.

In witness thereof each of the parties has duly executed this Lease under the hands of its authorized signing officers.

By the Lessee on the 10th day of May, 2013

Millbrook Cavan Fire Fighters Association


per: 
Name: Adam Gayne
Title: President

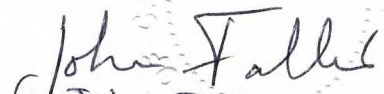
per: 
Name: Jean Metcalfe
Title: Vice President

We have authority to bind the Corporation.

By the Lessor on the 7th day of May, 2013.

The Township of Cavan Monaghan

per: 
Name: Elana Arthur
Title: Clerk

per: 
Name: John Fallis
Title: Mayor

Schedule "A"

Part 4, Plan 9R-1227

The Township of Cavan Monaghan

By-law No. 2025-22

**Being a by-law to authorize the Mayor and Clerk to execute a Lease Agreement
between The Township of Cavan Monaghan and the Millbrook Cavan
Firefighter's Association**

Whereas Section 9 of the Municipal Act, S.O., 2001, as amended, grants municipalities the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act.

And Whereas the Council of The Township of Cavan Monaghan deems it advisable to enter into a Lease Agreement between The Township of Cavan Monaghan and the Millbrook Cavan Firefighter's Association for the premises known municipally as 2 Hay Street.

And Whereas the Council of The Township of Cavan Monaghan deems it necessary to repeal in its entirety By-law No. 2013-29.

Now Therefore the Council of the Township of Cavan Monaghan hereby enacts as follows:

1. That the Mayor and Clerk are hereby authorized and directed to sign the Lease Agreement between The Township of Cavan Monaghan and the Millbrook Cavan Firefighter's Association.
2. That the Lease Agreement is attached to this by-law.
3. That this By-law shall come into effect the 7th day of April 2025

Read a first, second and third time and passed in open Council this 7th day of April 2025.

Matthew Graham
Mayor

Cindy Page
Clerk

This agreement was made this 7th day of April 2025.

In pursuance of the Short Forms of Leases Act.

Between:

The Township of Cavan Monaghan

(hereinafter called the "Lessor" or "Township")

of the first part

- and -

Millbrook Cavan Firefighter's Association

(hereinafter called the "Lessee" or "Association")

of the second part

Witnesseth that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Lessee and pursuant to Section 110 of the *Municipal Act, 2001* the Lessor doth demise and lease unto the Lessee the lands and premises described in Schedule "A" which is attached hereto and forms part hereof (the foregoing hereinafter referred to as the "Premises").

To have and to hold the Premises in accordance with the following:

1. Term

The Tenancy shall commence upon the 7th day of April 2025 for a period of 10 years subject to the right to renew this lease agreement for an additional 10 years provided that the Lessee has provided written notice of its intention to renew on or before 4:00 p.m. on April 6th, 2035.

2. Lessee's Covenants

The Lessee covenants with the Lessor as follows:

(a) To pay Rent and all related expenses as set out in this agreement.

(1) Annual Rent shall be equivalent of One Dollar (\$1.00) per annum payable at the commencement of term, and for the full amount of the term (\$10.00).

(2) The related expenses shall include: janitorial/cleaning expenses, heat, electricity, fuel (as applicable including the cost of any required

annual or intermittent inspections related thereto), and waste removal.

- (b) To use the Premises only as a meeting hall, museum or social club for the Association. The Lessee expressly acknowledges and agrees that beverages containing alcohol are not permitted in or on or consumed in the Premises.
- (c) To maintain the Premises in a good state of repair and safe condition in consideration of the intended uses and to permit the Lessor or its agents to enter into and upon the premises at any time upon the giving of reasonable notice by the Lessor (which notice shall generally be 24 hours) to perform inspections of the Premises.
- (d) Not to carry on any activities on the Premises that the Lessor may determine, in its reasonable discretion, are a nuisance or which interfere with the use of the adjoining lands.
- (e) To comply with all provisions of the by-law including the Heritage Designation By-law No. 2023-51 (hereinafter the Heritage Designation) that applies to the Premises and other related by-laws to the Township of Cavan Monaghan, as amended from time to time. In addition, the Lessee shall ensure that all required permits related to the Lessee's use and occupation of the demised premises are maintained and that all required inspections related thereto are conducted (e.g. Health Unit).
- (f) Not to permit or cause to be done anything whereby any policy of insurance that may be maintained by any party on or in respect of the premises may become void or voidable or whereby the rate of premiums thereof may be increased and to repay to the Landlord on demand all sums paid by way of increased premiums and all expenses incurred by the Landlord in connection with any renewal or replacement of the policy rendered necessary by breach of this covenant.
- (g) To obtain the written approval of the Lessor before making any improvements, renovations or additions to the Premises or any part. The Lessee expressly acknowledges that based upon the Heritage Designation, specific proposed improvements may be prohibited by such Heritage Designation. The Lessee acknowledges that if approval is given by the Lessor that it may be subject to terms and conditions including a written Agreement between the parties. The Lessee shall be responsible for and pay for the cost of any alterations, additions, installations or improvements that any governing authority, municipal, provincial or otherwise, may require to be made in, on or to the Premises. Any and all alterations shall be in keeping with the original and present character of the building.
- (h) To carry out all alterations or construction in a good and workmanlike manner in accordance with all applicable laws and to keep the Premises free of any liens filed under the Construction Act or any other legislation. To this end the Lessor may require, as part of the approval process for any project, that the Lessee obtain appropriate bonding to ensure completion of any contract and payment for all labour and material.
- (i) To maintain a sufficient temperature within the Premises at all times to ensure that

the Premises shall not be damaged by the prevailing temperatures outside of the Premises.

- (j) Upon the expiration of the term of this Lease or upon any earlier termination to surrender possession of the Premises to the Lessor in good condition and repair, reasonable wear and tear accepted. In addition to provide or permit the Landlord access to the Premises for the purposes of showing the Premises to prospective purchasers or tenants (in which latter case such access shall be limited to a period commencing 3 months before termination of the lease).
- (k) To maintain with respect to the Premises, insurance coverage insuring against:
 - (1) Loss or damage by perils as are commonly provided under an "all risks" property policy with respect to damage to the Premises and other property owned or controlled by the Lessee or as may be reasonably required by the Lessor;
 - (2) Liability for bodily injury or death or property damages sustained by third parties with a minimum limit of \$5,000,000.00 per occurrence;
 - (3) Such insurance coverage shall show the Lessor as a named insured and the policy shall include a cross-liability endorsement. The insurance coverage will act as primary insurance for the Lessor with respect to the Premises and any activities or programs carried on by the Lessee;
 - (4) Such policy shall require the insurer to give the Lessor a minimum of thirty (30) days written notice prior to cancellation or material change;
 - (5) The Lessee shall provide copies of the insurance coverage required herein to the Lessor prior to the execution of this Lease by the Lessor and proof of continuing coverage as required from time to time.
- (l) To release the Lessor, its councillors, officers, employees and agents (collectively the "Lessor") of and from any claims, actions, suits or losses arising directly or indirectly out of the Lessee's use and occupation of the Premises or this Lease except to the extent that the Lessor is in default hereunder.
- (m) To indemnify and save harmless the Lessor, its councillors, officers, employees and agents (collectively the "Lessor") of and from any claims, actions, suits or losses, suffered by, imposed upon or asserted against the Lessor, including legal expenses incurred by the Lessor on a solicitor and his/her own client basis, as a result of, in respect of, or arising from any act, any failure to act or failure to perform any term or condition of this Lease to be performed or observed by the Lessee, its officers, employees and agents or in any way arising out of the Lessee's operation and use of the Premises.
- (n) Notwithstanding the term of this lease and any right the Lessee may have to renew for an additional term, the Lessee acknowledges that it shall surrender possession of the Premises upon the Lessor giving 180 days written notice that:

- (1) The Lessor has entered into an agreement of purchase and sale which agreement does not provide for the Purchaser to assume this tenancy;
 - (2) The Lessor has determined in its sole discretion that the Premises are require for other municipal purposes.
- (o) Not to sublet or rent the premises for any length of time without the express written permission of Council.

3. Lessor's Covenants

The Lessor covenants with the Lessee as follows:

- (a) To maintain insurance on the premises insuring against loss or damage by fire for the full insurable value as determined by the Landlord's insurer.
- (b) To permit the Lessee to place signage on municipal property identifying the facility and directing the public to its location and subject to the Lessor approving in writing the signage and the location. The design and placement of any signage should be respectful of the heritage attributes of the building and its location in Millbrook.
- (c) Not to unreasonably withhold approval for the alteration of the interior of the Premises for the intended use.
- (d) To undertake regular inspections of the Premises including the condition of the building, water services therein and any mechanical systems.
- (e) To incorporate consideration of capital improvements to the Premises in its Long Term Capital Planning exercises.

4. Capital Improvements

- (a) The Lessee and Lessor acknowledge and agree that:
- (1) The Lessor is not obliged, by the terms of this lease, to undertake any capital improvements to or upon the demised premises;
 - (2) The Lessee is not obliged to contribute to the cost of any capital improvements undertaken by the Lessor and that the obligation to pay related expenses under subsection 2(a) shall not include any contribution to capital improvements; and
 - (3) The Lessee shall be solely responsible for the cost of any improvements made by the Lessee which are authorized under section 2(g).
- (b) Notwithstanding the foregoing subsection (a), the Parties may enter into an agreement, which among other things, provides for the sharing of costs of any capital improvement.

5. Default and Termination

- (a) Each and every of the following events shall constitute an event of default (hereinafter referred to as an "Event of Default"):
- (1) If the Lessee neglects or fails to observe, perform or comply with any of its obligations pursuant to this Lease during the term; howsoever arising.
 - (2) If the Lessee abandons the Premises.
 - (3) If the Lessee fails to make prompt payment of any related expenses or accounts for which it is responsible pursuant to the terms of this Lease.
 - (4) If the Lessee fails to comply with all applicable laws, by-laws or statutory regulations in force from time to time during the term of this Lease.
 - (5) If the Lessee fails to keep title to the Premises free of construction liens or other encumbrances.
 - (6) The Lessor shall provide written notice to the Lessee of an Event of Default and the Lessee shall have a period of thirty (30) days from the date of receipt of the notice to cure the default to the satisfaction of the Lessor in its unfettered discretion. If any Event of Default continues for thirty (30) days the Lessor may terminate this Lease by delivery of notice in writing to that effect to the Lessee. Such termination shall not limit in any way the recourse by the Lessor to any remedies available to it pursuant to this Lease or otherwise at law or in equity.
 - (7) If the Lessee fails to perform any of the covenants or obligations on its part set forth in this Lease, the Lessor shall have the right, but shall not be obligated, to perform or cause the same to be performed and to do or cause to be done such things as may be necessary or incidental thereto, including without limiting the foregoing, the right to make repairs, installations, erections and expend monies and all payments, expenses, costs, charges, fees, including all legal fees on a solicitor and his own client basis, and disbursements incurred that are paid by or on behalf of the Lessor in respect thereof shall be immediately due and payable by the Lessee upon demand.
- (b) Any sums owing by the Lessee to the Lessor pursuant to the terms of this Lease shall bear interest at the rate of 15% per annum calculated from the date of demand.
- (c) If, when an Event of Default has occurred, the Landlord chooses not to terminate the Lease and re-entre the Premises, the Landlord shall have the right to take any and all necessary steps to rectify any or all Events of Default of the Tenant and to charge the costs of such rectification to the Tenant and to recover the costs as Rent.
- (1) If, when an Event of Default has occurred, the Landlord chooses to waive his/her right to exercise the remedies available to him/her under this Lease

or at law the waiver shall not constitute condonation of the Event of Default, nor shall the waiver be pleaded as an estoppel against the Landlord to prevent his exercising his remedies with respect to a subsequent Event of Default;

- (2) No covenant, term, or condition of this Lease shall be deemed to have been waived by the Landlord unless the waiver is in writing and signed by the Landlord.

6. General Provisions

- (a) The Lessee acknowledges that this Lease has been entered into by the Lessor under the authority of the Municipal Act, 2001.
- (b) Any notice or other communication required or permitted to be given or delivered pursuant to this Lease shall be in writing and shall be well and sufficiently given or delivered; if delivered personally, faxed or mailed by registered mail to the parties at their respective addresses set out below. Any notice so given or delivered shall be conclusively deemed to have been given when delivered, if delivered personally or sent by fax, or 72 hours following the mailing.

The Township of Cavan Monaghan
988 County Road 10
Millbrook, ON L0A 1G0
services@cavanmonaghan.net
Facsimile: 705-932-3458

- (c) This Lease, including the Schedules hereto, constitute the entire Lease between the parties and the parties hereto acknowledge that there are no covenants, representations, warranties, agreements or conditions, express or implied, collateral or otherwise, forming part of or in any way affecting or relating to this Lease save as expressly set out in this Lease, and that this Lease may not be amended except by written instrument executed by all the parties hereto.
- (d) No condonation, forgiveness, waiver or forbearance by the Lessor of any non-observance or non-performance by the Lessee of any of the provisions, terms or conditions of this Lease shall operate as a waiver or estoppel by or against the Lessor in respect of any provision, term or condition or any subsequent non-observance or non-performance by the Lessee of any provision of this Lease.
- (e) This Lease shall be binding upon and ensure to the benefit of the Lessor and the Lessee and their permitted assigns.

In witness thereof each of the parties has duly executed this Lease under the hands of its authorized signing officers.

By the Lessee on the day of , 2025

Millbrook Cavan Firefighters Association

per: _____
Name:
Title: President

per: _____
Name:
Title: Vice-President

We have authority to bind the
Corporation.

By the Lessor on the _____ day of

_____, 2025
The Township of Cavan Monaghan

per: _____
Name: Matthew Graham
Title: Mayor

per: _____
Name: Cindy Page
Title: Clerk

Schedule "A"

Description of Property

2 Hay Street, Township of Cavan Monaghan

Legal Description

Part 4 of Reference Plan 9R1227, Part of Lot 12, Part of Lot 6, South side of King Street East, East side of Hay Street, Being Part of Concession 4, Lot 12, Formerly in the Village of Millbrook, Now Township of Cavan Monaghan, Geographic Village of Millbrook, County of Peterborough.

The Township of Cavan Monaghan

By-law No. 2025-19

Being a by-law to amend By-law No. 2018-58, as amended, otherwise known as “The Township of Cavan Monaghan Zoning By-law”

Whereas the Township of Cavan Monaghan received an application to amend Zoning By-law No. 2018-58, as amended;

And Whereas the Council of the Township of Cavan Monaghan reviewed the proposed rezoning and now deems it advisable to further amend By-law No. 2018-58, as amended.

Now Therefore the Council of the Township of Cavan Monaghan hereby enacts as follows:

1. Map B-5 of Schedule “A” to By-law No. 2018-58, as amended, is hereby amended by changing the zone category on the lands known municipally as 2097 Whittington Drive and described as Part Lot 4, Plan 45M-185, Part of Lot 4, Concession 10 (North Monaghan) from the Rural Employment Exception Nine (M2-9) Zone to the Rural Employment Exception Ten Temporary Seven (M2-10-T7) Zone as shown on Schedule “1” attached hereto and forming part of the By-law.
2. Section 6.4 of By-law No. 2018-58, as amended, is further amended by the addition of Section 6.4.12 that shall read as follows:
“6.4.12 **M2-10 Map B-5 of Schedule A (2025-19 2097 Whittington Drive)**
 - a) Additional permitted use: Commercial Recreation.
 - b) For the purposes of the M2-9-10-T7 Zone, the Commercial Recreation use is limited to four (4) indoor pickleball courts.
 - c) The Commercial Recreation use shall only be permitted for the temporary use period outlined in Table 15A.
 - d) The indoor pickleball courts shall be located within Unit B of the principal building.”
3. Section 15, Table 15A of By-law No. 2018-58, as amended, is further amended by the addition of a new Temporary Use Number: M2-10-T7 (2025-19) immediately following RR-29-T6 that shall read as follows:

Table 15A Temporary Use Zones			
Temporary Use Number	Temporary Uses Permitted	Date Enacted	Date Expires
ORME-T1 (2014-30)	• Garden Suite	July 2, 2014	July 2, 2034
A-T2(2014-58)	• Garden Suite	November 12, 2014	November 12, 2034
C2-T3 (2016-02)	• Chip Truck	February 1, 2014	February 1, 2019

A-T4 (2016-71)	• Garden Suite	November 21, 2016	November 21, 2036
HR-T5 (2019-38)	• Two Shipping Containers and one stucco and stone barn	June 17, 2019	June 17, 2022
RR-29-T6 (2024-08)	• Garden Suite	February 20, 2024	February 20, 2044
M2-10-T7 (2025-19)	• Pickleball Courts	April 7, 2025	April 7, 2028

4. The M2-10-T7 Zone is deemed in full force and effect on the date of passage of this By-law for a period not to exceed three (3) years thereafter. Council may, by by-law, extend the temporary use period by as much as three (3) years at any one time. Upon expiry, the lands affected will revert to the Rural Employment Exception Nine (M2-9) Zone (or equivalent) and the commercial recreational (pickleball courts) use will not be considered an existing non-conforming use, as specified by the Planning Act, Section 39, R.S.O. 1990.

5. All other relevant provisions of By-law No. 2018-58, as amended, shall apply.

If no notice of objection is filed with the Clerk within the time provided, this By-law shall become effective on the date of passing.

If a notice of objection is filed with the Clerk, this By-law shall become effective on the date of passing hereof subject to the disposition of any appeals.

Read a first, second and third time and passed this 7th day of April, 2025.

Matthew Graham
Mayor

Cindy Page
Clerk

Schedule "1" to By-Law No. 2025-19



Area Affected by this By-law
 2097 Whittington Drive
 Lot 4, Plan 45M-185 (North Monaghan)
 Township of Cavan Monaghan

Certificate of Authentication
 This is Schedule "1" to By-law
 No. 2025-19 passed this 7th
 day of April, 2025.



Rezone from the 'Rural Employment Exception Nine (M2-9) Zone' to the 'Rural Employment Exception Ten Temporary Seven (M2-10-T7) Zone'.

 Matthew Graham
 Mayor

 Cindy Page
 Clerk

The Township of Cavan Monaghan

By-law No. 2025-20

**Being a by-law to authorize the execution of a Temporary Use Agreement
between J.K.R. Realty Limited and the Corporation of the Township of Cavan
Monaghan**

Whereas J.K.R. Realty Limited made application under Section 39 of the Planning Act, R.S.O. 1990 to authorize the temporary use of a commercial recreation use (pickleball courts) on lands located in part of Lot 4, Concession 10 (North Monaghan), described as Lot 4, Plan 45M-185 and known municipally as at 2097 Whittington Drive, Township of Cavan Monaghan, County of Peterborough;

And Whereas the Council of Township of Cavan Monaghan passed By-law No. 2025-19 to permit a commercial recreation (pickleball courts) as a temporary use for up to three (3) years;

And Whereas Section 39 (1) of the Planning Act, R.S.O. enables the council of a local municipality to enter into an agreement for a temporary use;

Now Therefore the Council of the Township of Cavan Monaghan hereby enacts as follows:

1. That the Mayor and Clerk are hereby authorized on behalf of the Township of Cavan Monaghan to enter into and execute that certain agreement marked Schedule "1" attached hereto and forming part of this By-law.
2. That the By-law shall become effective immediately upon the passing thereof.

Read a first, second and third time and passed this 7th day of April, 2025.

Matthew Graham
Mayor

Cindy Page
Clerk

Schedule “1”
Temporary Use Agreement
Between
J.K.R. Realty Limited
(Herein referred to as the Owner)
-and-
The Corporation of the Township of Cavan Monaghan
(Herein referred to as the Municipality)

This Agreement made thisday of, 2025.

Whereas the parcel affected by this Agreement is more particularly described as part of Lot 4, Concession 10 (North Monaghan), Lot 4, Plan 45M185, 2097 Whittington Drive, Township of Cavan Monaghan, County of Peterborough;

And Whereas the Owner has applied for a Temporary Use Zoning By-law Amendment to permit the temporary establishment of a commercial recreation use (pickleball courts) on the subject lands;

And Whereas Section 39 (1) of the Planning Act, R.S.O. enables the council of a local municipality who has passed a by-law under Section 34, to authorize the temporary use of land, buildings or structures for any purpose set out therein that is otherwise prohibited by the By-law;

And Whereas Section 8.6.1 a) of the Township of Cavan Monaghan Official Plan states Council may pass a By-law as provided for under Section 39 of the Planning Act to allow the temporary use of lands that do not comply with the Land Use designations in the Official Plan;

Now Therefore this Agreement Witnesseth that in consideration of the mutual covenants hereinafter contained, the parties hereto hereby covenant and agree as follows:

1. Covenants by the Owner

The Owner covenants and agrees as follows:

- a) The Owner is the registered owner of the subject land described herein.
- b) This Agreement shall take priority over any registrations against the title to the subject lands.
- c) This Agreement shall be binding on the Owner and from time to time, their heirs, executors, administrators, successors and assigns.

- d) The commercial recreation use (pickleball courts) shall only be permitted for a period of three (3) years, commencing April 7, 2025 and ending April 7, 2028 as permitted in By-law No. 2025-20, as per Section 39 (1) of the Planning Act, R.S.O. 1990, as amended. This time period may be extended for an additional three-year period provided the temporary zoning of the site has been extended as per Section 39 the Planning Act, R.S.O. 1990, as amended.
- e) The Owner covenants and agrees with the Municipality on behalf of itself, its, successors and assignees, to indemnify and save harmless the Municipality, its servants and agents from and against any and all actions, suites, claims and demands whatsoever, which may arise either directly or indirectly by reason of any work performed. The Owner further covenants and agrees to release and forever discharge the Municipality from and against all claims, demands, cause of actions, of every nature and type whatsoever that may arise either as a result of the failure of the Municipality to carry out any of its obligations under this Agreement, or as a result of the Municipality performing any municipal work on the said lands or the adjacent properties which may damage or interfere with the works of the Owner, provided that such default, failure or neglect was not caused as a result of negligence on the part of the Municipality, its servants or agents.
- f) The Owner agrees and acknowledges that the Municipality will commence legal action against the Owner if the Owner fails to comply with all terms of this Agreement.

2. Covenants by the Municipality

The Municipality covenants and agrees as follows:

- a) That the Municipality agrees that subject to compliance by the Owner with all relevant Municipal By-laws, Provincial Statutes and Regulations, Agency requirements, and the provisions of this Agreement, the Owner may have a commercial recreation use (pickleball courts) on the subject property commencing April 7, 2025 and ending April 7, 2028.

The Township of Cavan Monaghan

By-law No. 2025-21

Being a by-law to Remove the Holding (H) Symbol from By-law No. 2018-58, as amended, related to the Lands Described as Parts 1, 2 and 3 of Plan 45R-17774 in part of Lot 12, Concession 6, Geographic Township of Cavan, Township of Cavan Monaghan

Whereas By-law No. 2018-58, as amended, zoned certain lands in part of Lot 12, Concession 6 (Cavan) as subject to the Holding Thirteen (H13) symbol to be removed upon the subject lands being designated Residential in the Township Official Plan.

And Whereas the conditions for the removal of the Holding Thirteen (H13) symbol have been addressed to the Township's satisfaction;

And Whereas a Notice of Intention to remove a Holding (H) symbol was, pursuant to Section 36(4) of the Planning Act, R.S.O., 1990, as amended, circulated to all assessed persons within 120 metres of the subject lands by first class pre-paid mail.

Now Therefore, the Council of the Township of Cavan Monaghan hereby enacts as follows:

1. That the Holding Thirteen (H13) symbol identified on lands located at 988 County Road 10, and described as Parts 1, 2 and 3 of Plan 45R-17774, part of Lot 12, Concession 6 in the Geographic Township of Cavan, Township of Cavan Monaghan is hereby removed.

Read a first, second and third time and passed this 7th day of April, 2025.

Matthew Graham
Mayor

Cindy Page
Clerk

The Township of Cavan Monaghan

By-law No. 2025-22

**Being a by-law to authorize the Mayor and Clerk to execute a Lease Agreement
between The Township of Cavan Monaghan and the Millbrook Cavan
Firefighter's Association**

Whereas Section 9 of the Municipal Act, S.O., 2001, as amended, grants municipalities the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act.

And Whereas the Council of The Township of Cavan Monaghan deems it advisable to enter into a Lease Agreement between The Township of Cavan Monaghan and the Millbrook Cavan Firefighter's Association for the premises known municipally as 2 Hay Street.

And Whereas the Council of The Township of Cavan Monaghan deems it necessary to repeal in its entirety By-law No. 2013-29.

Now Therefore the Council of the Township of Cavan Monaghan hereby enacts as follows:

1. That the Mayor and Clerk are hereby authorized and directed to sign the Lease Agreement between The Township of Cavan Monaghan and the Millbrook Cavan Firefighter's Association.
2. That the Lease Agreement is attached to this by-law.
3. That this By-law shall come into effect the 7th day of April 2025

Read a first, second and third time and passed in open Council this 7th day of April 2025.

Matthew Graham
Mayor

Cindy Page
Clerk

This agreement was made this 7th day of April 2025.

In pursuance of the Short Forms of Leases Act.

Between:

The Township of Cavan Monaghan

(hereinafter called the "Lessor" or "Township")

of the first part

- and -

Millbrook Cavan Firefighter's Association

(hereinafter called the "Lessee" or "Association")

of the second part

Witnesseth that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Lessee and pursuant to Section 110 of the *Municipal Act, 2001* the Lessor doth demise and lease unto the Lessee the lands and premises described in Schedule "A" which is attached hereto and forms part hereof (the foregoing hereinafter referred to as the "Premises").

To have and to hold the Premises in accordance with the following:

1. Term

The Tenancy shall commence upon the 7th day of April 2025 for a period of 10 years subject to the right to renew this lease agreement for an additional 10 years provided that the Lessee has provided written notice of its intention to renew on or before 4:00 p.m. on April 6th, 2035.

2. Lessee's Covenants

The Lessee covenants with the Lessor as follows:

(a) To pay Rent and all related expenses as set out in this agreement.

(1) Annual Rent shall be equivalent of One Dollar (\$1.00) per annum payable at the commencement of term, and for the full amount of the term (\$10.00).

(2) The related expenses shall include: janitorial/cleaning expenses, heat, electricity, fuel (as applicable including the cost of any required

annual or intermittent inspections related thereto), and waste removal.

- (b) To use the Premises only as a meeting hall, museum or social club for the Association. The Lessee expressly acknowledges and agrees that beverages containing alcohol are not permitted in or on or consumed in the Premises.
- (c) To maintain the Premises in a good state of repair and safe condition in consideration of the intended uses and to permit the Lessor or its agents to enter into and upon the premises at any time upon the giving of reasonable notice by the Lessor (which notice shall generally be 24 hours) to perform inspections of the Premises.
- (d) Not to carry on any activities on the Premises that the Lessor may determine, in its reasonable discretion, are a nuisance or which interfere with the use of the adjoining lands.
- (e) To comply with all provisions of the by-law including the Heritage Designation By-law No. 2023-51 (hereinafter the Heritage Designation) that applies to the Premises and other related by-laws to the Township of Cavan Monaghan, as amended from time to time. In addition, the Lessee shall ensure that all required permits related to the Lessee's use and occupation of the demised premises are maintained and that all required inspections related thereto are conducted (e.g. Health Unit).
- (f) Not to permit or cause to be done anything whereby any policy of insurance that may be maintained by any party on or in respect of the premises may become void or voidable or whereby the rate of premiums thereof may be increased and to repay to the Landlord on demand all sums paid by way of increased premiums and all expenses incurred by the Landlord in connection with any renewal or replacement of the policy rendered necessary by breach of this covenant.
- (g) To obtain the written approval of the Lessor before making any improvements, renovations or additions to the Premises or any part. The Lessee expressly acknowledges that based upon the Heritage Designation, specific proposed improvements may be prohibited by such Heritage Designation. The Lessee acknowledges that if approval is given by the Lessor that it may be subject to terms and conditions including a written Agreement between the parties. The Lessee shall be responsible for and pay for the cost of any alterations, additions, installations or improvements that any governing authority, municipal, provincial or otherwise, may require to be made in, on or to the Premises. Any and all alterations shall be in keeping with the original and present character of the building.
- (h) To carry out all alterations or construction in a good and workmanlike manner in accordance with all applicable laws and to keep the Premises free of any liens filed under the Construction Act or any other legislation. To this end the Lessor may require, as part of the approval process for any project, that the Lessee obtain appropriate bonding to ensure completion of any contract and payment for all labour and material.
- (i) To maintain a sufficient temperature within the Premises at all times to ensure that

the Premises shall not be damaged by the prevailing temperatures outside of the Premises.

- (j) Upon the expiration of the term of this Lease or upon any earlier termination to surrender possession of the Premises to the Lessor in good condition and repair, reasonable wear and tear accepted. In addition to provide or permit the Landlord access to the Premises for the purposes of showing the Premises to prospective purchasers or tenants (in which latter case such access shall be limited to a period commencing 3 months before termination of the lease).
- (k) To maintain with respect to the Premises, insurance coverage insuring against:
 - (1) Loss or damage by perils as are commonly provided under an "all risks" property policy with respect to damage to the Premises and other property owned or controlled by the Lessee or as may be reasonably required by the Lessor;
 - (2) Liability for bodily injury or death or property damages sustained by third parties with a minimum limit of \$5,000,000.00 per occurrence;
 - (3) Such insurance coverage shall show the Lessor as a named insured and the policy shall include a cross-liability endorsement. The insurance coverage will act as primary insurance for the Lessor with respect to the Premises and any activities or programs carried on by the Lessee;
 - (4) Such policy shall require the insurer to give the Lessor a minimum of thirty (30) days written notice prior to cancellation or material change;
 - (5) The Lessee shall provide copies of the insurance coverage required herein to the Lessor prior to the execution of this Lease by the Lessor and proof of continuing coverage as required from time to time.
- (l) To release the Lessor, its councillors, officers, employees and agents (collectively the "Lessor") of and from any claims, actions, suits or losses arising directly or indirectly out of the Lessee's use and occupation of the Premises or this Lease except to the extent that the Lessor is in default hereunder.
- (m) To indemnify and save harmless the Lessor, its councillors, officers, employees and agents (collectively the "Lessor") of and from any claims, actions, suits or losses, suffered by, imposed upon or asserted against the Lessor, including legal expenses incurred by the Lessor on a solicitor and his/her own client basis, as a result of, in respect of, or arising from any act, any failure to act or failure to perform any term or condition of this Lease to be performed or observed by the Lessee, its officers, employees and agents or in any way arising out of the Lessee's operation and use of the Premises.
- (n) Notwithstanding the term of this lease and any right the Lessee may have to renew for an additional term, the Lessee acknowledges that it shall surrender possession of the Premises upon the Lessor giving 180 days written notice that:

- (1) The Lessor has entered into an agreement of purchase and sale which agreement does not provide for the Purchaser to assume this tenancy;
 - (2) The Lessor has determined in its sole discretion that the Premises are require for other municipal purposes.
- (o) Not to sublet or rent the premises for any length of time without the express written permission of Council.

3. Lessor's Covenants

The Lessor covenants with the Lessee as follows:

- (a) To maintain insurance on the premises insuring against loss or damage by fire for the full insurable value as determined by the Landlord's insurer.
- (b) To permit the Lessee to place signage on municipal property identifying the facility and directing the public to its location and subject to the Lessor approving in writing the signage and the location. The design and placement of any signage should be respectful of the heritage attributes of the building and its location in Millbrook.
- (c) Not to unreasonably withhold approval for the alteration of the interior of the Premises for the intended use.
- (d) To undertake regular inspections of the Premises including the condition of the building, water services therein and any mechanical systems.
- (e) To incorporate consideration of capital improvements to the Premises in its Long Term Capital Planning exercises.

4. Capital Improvements

- (a) The Lessee and Lessor acknowledge and agree that:
- (1) The Lessor is not obliged, by the terms of this lease, to undertake any capital improvements to or upon the demised premises;
 - (2) The Lessee is not obliged to contribute to the cost of any capital improvements undertaken by the Lessor and that the obligation to pay related expenses under subsection 2(a) shall not include any contribution to capital improvements; and
 - (3) The Lessee shall be solely responsible for the cost of any improvements made by the Lessee which are authorized under section 2(g).
- (b) Notwithstanding the foregoing subsection (a), the Parties may enter into an agreement, which among other things, provides for the sharing of costs of any capital improvement.

5. Default and Termination

- (a) Each and every of the following events shall constitute an event of default (hereinafter referred to as an "Event of Default"):
- (1) If the Lessee neglects or fails to observe, perform or comply with any of its obligations pursuant to this Lease during the term; howsoever arising.
 - (2) If the Lessee abandons the Premises.
 - (3) If the Lessee fails to make prompt payment of any related expenses or accounts for which it is responsible pursuant to the terms of this Lease.
 - (4) If the Lessee fails to comply with all applicable laws, by-laws or statutory regulations in force from time to time during the term of this Lease.
 - (5) If the Lessee fails to keep title to the Premises free of construction liens or other encumbrances.
 - (6) The Lessor shall provide written notice to the Lessee of an Event of Default and the Lessee shall have a period of thirty (30) days from the date of receipt of the notice to cure the default to the satisfaction of the Lessor in its unfettered discretion. If any Event of Default continues for thirty (30) days the Lessor may terminate this Lease by delivery of notice in writing to that effect to the Lessee. Such termination shall not limit in any way the recourse by the Lessor to any remedies available to it pursuant to this Lease or otherwise at law or in equity.
 - (7) If the Lessee fails to perform any of the covenants or obligations on its part set forth in this Lease, the Lessor shall have the right, but shall not be obligated, to perform or cause the same to be performed and to do or cause to be done such things as may be necessary or incidental thereto, including without limiting the foregoing, the right to make repairs, installations, erections and expend monies and all payments, expenses, costs, charges, fees, including all legal fees on a solicitor and his own client basis, and disbursements incurred that are paid by or on behalf of the Lessor in respect thereof shall be immediately due and payable by the Lessee upon demand.
- (b) Any sums owing by the Lessee to the Lessor pursuant to the terms of this Lease shall bear interest at the rate of 15% per annum calculated from the date of demand.
- (c) If, when an Event of Default has occurred, the Landlord chooses not to terminate the Lease and re-entre the Premises, the Landlord shall have the right to take any and all necessary steps to rectify any or all Events of Default of the Tenant and to charge the costs of such rectification to the Tenant and to recover the costs as Rent.
- (1) If, when an Event of Default has occurred, the Landlord chooses to waive his/her right to exercise the remedies available to him/her under this Lease

or at law the waiver shall not constitute condonation of the Event of Default, nor shall the waiver be pleaded as an estoppel against the Landlord to prevent his exercising his remedies with respect to a subsequent Event of Default;

- (2) No covenant, term, or condition of this Lease shall be deemed to have been waived by the Landlord unless the waiver is in writing and signed by the Landlord.

6. General Provisions

- (a) The Lessee acknowledges that this Lease has been entered into by the Lessor under the authority of the Municipal Act, 2001.
- (b) Any notice or other communication required or permitted to be given or delivered pursuant to this Lease shall be in writing and shall be well and sufficiently given or delivered; if delivered personally, faxed or mailed by registered mail to the parties at their respective addresses set out below. Any notice so given or delivered shall be conclusively deemed to have been given when delivered, if delivered personally or sent by fax, or 72 hours following the mailing.

The Township of Cavan Monaghan
988 County Road 10
Millbrook, ON L0A 1G0
services@cavanmonaghan.net
Facsimile: 705-932-3458

- (c) This Lease, including the Schedules hereto, constitute the entire Lease between the parties and the parties hereto acknowledge that there are no covenants, representations, warranties, agreements or conditions, express or implied, collateral or otherwise, forming part of or in any way affecting or relating to this Lease save as expressly set out in this Lease, and that this Lease may not be amended except by written instrument executed by all the parties hereto.
- (d) No condonation, forgiveness, waiver or forbearance by the Lessor of any non-observance or non-performance by the Lessee of any of the provisions, terms or conditions of this Lease shall operate as a waiver or estoppel by or against the Lessor in respect of any provision, term or condition or any subsequent non-observance or non-performance by the Lessee of any provision of this Lease.
- (e) This Lease shall be binding upon and ensure to the benefit of the Lessor and the Lessee and their permitted assigns.

In witness thereof each of the parties has duly executed this Lease under the hands of its authorized signing officers.

By the Lessee on the day of , 2025

Millbrook Cavan Firefighters Association

per: _____
Name:
Title: President

per: _____
Name:
Title: Vice-President

We have authority to bind the
Corporation.

By the Lessor on the _____ day of

_____, 2025
The Township of Cavan Monaghan

per: _____
Name: Matthew Graham
Title: Mayor

per: _____
Name: Cindy Page
Title: Clerk

Schedule "A"

Description of Property

2 Hay Street, Township of Cavan Monaghan

Legal Description

Part 4 of Reference Plan 9R1227, Part of Lot 12, Part of Lot 6, South side of King Street East, East side of Hay Street, Being Part of Concession 4, Lot 12, Formerly in the Village of Millbrook, Now Township of Cavan Monaghan, Geographic Village of Millbrook, County of Peterborough.

The Township of Cavan Monaghan

By-law No. 2025-23

Being a by-law to confirm the proceedings of the regular meeting of the Council of the Township of Cavan Monaghan held on the 7th day of April 2025

Whereas the Municipal Act, 2001, S.O., 2001, c.25, S.5, S. 8 and S. 11 authorizes Council to pass by-laws;

Now Therefore the Council of the Township of Cavan Monaghan hereby enacts as follows:

1. That the actions of the Council at its meeting held on the 7th day of April 2025 in respect to each recommendation and action by the Council, except where prior approval of the Ontario Land Tribunal or other statutory authority is required, are hereby adopted, ratified and confirmed.
2. That the Mayor and Clerk of the Township of Cavan Monaghan are hereby authorized and directed to do all things necessary to give effect to said actions or obtain approvals where required, to execute all documents as may be necessary, and the Clerk is hereby authorized and directed to affix the Corporate Seal to all such documents. Read a first, second and third time and passed this 7th day of April 2025.

Matthew Graham
Mayor

Cindy Page
Clerk