

The Corporation of the City of Kawartha Lakes

By-Law 2020-_____

A By-law to Authorize the Execution of an Amendment to a Telecommunications Lease Agreement at 193 Centreline Road, Geographic Township of Emily, City of Kawartha Lakes

For the purpose of authorization to execute an amended lease agreement between the Corporation of the City of Kawartha Lakes and Bell Mobility Inc. for constructing a telecommunications tower at the location municipally known as 193 Centreline Road, in the Geographic Township of Emily, City of Kawartha Lakes.

Recitals

1. The City of Kawartha Lakes and Bell Mobility Inc. have entered into an Amended Lease Agreement to allow Bell Mobility to construct a telecommunications tower at the location municipally known as 193 Centreline Road, in the Geographic Township of Emily, City of Kawartha Lakes.
2. Sections 5.05 (2) of By-Law 2016-009, being a by-law regarding delegated authority to execute documents, requires that the Amended Lease Agreement with annual revenue over \$10,000 must be approved by council.
3. Section 3.01 (B)(V) of By-law 2018-017, being a by-law to provide direction for annual fees for encroachments describes the amount for tower as \$13,000.
4. The current Lease Agreement allows for a tower and has been renewed. The purpose of the amendment is to add the tower specifications and to identify the location to the existing lease as an amendment with all other terms to remain the same.
5. An Amended Lease Agreement has been agreed to and executed by Bell Mobility Inc.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2020-_____.

Section 1.00: Definitions and Interpretation

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

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

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

“Council” or “City Council” means the municipal council for the City;

1.02 **Interpretation Rules:**

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

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

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

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

Section 2.00: Authorization

2.01 **Authorization:** The Mayor and Clerk are hereby authorized and directed to sign the Amendment to the Lease Agreement appended to this By-law as Schedule A, and affix the City’s corporate seal.

Section 3.00: Administration and Effective Date

3.01 **Administration of the By-law:** The City Clerk is responsible for the administration of this by-law.

3.02 **Effective Date:** This By-law shall come into force on the date it is finally passed.

By-law read a first, second and third time, and finally passed, this ____ day of _____, 2020.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

Schedule A



Schedule A -
Amending Agreement