

# The Corporation of the City of Kawartha Lakes

## By-Law 2021-\_\_\_

### A By-Law to Authorize the Execution of a Telecommunications License Agreement between the Corporation of the City of Kawartha Lakes and Xplornet Communications Inc.

For the purpose of replacing an existing telecommunications tower with a taller telecommunications tower at the location municipally described as 50 Tower Rd., Kirkfield

#### Recitals

1. The City of Kawartha Lakes and Xplornet Communications Inc. enter into a License Agreement to allow Xplornet Communications Inc. to rebuild a telecommunications tower located at the location municipally described as 50 Tower Rd., Kirkfield.
2. Section 5.05 (2) of By-Law 2016-009, being a by-law to Provide Authority for Execution of Certain Documents and Affix the Corporate Seal on Behalf of the City of Kawartha Lakes, requires that License Agreements with a revenue over \$10,000 per year and a term of five years or under 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 a tower as \$13,000.
4. A License Agreement for a five (5) year term, which will expire on October 31, 2025 has been approved by the City Solicitor.

**Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2021-\_\_.**

#### **Section 1.00: Definitions and Interpretation**

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

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

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

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

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 License Agreement referenced in Council on February 23, 2021 through the consideration of Report RS2021-013, and affix the City’s corporate seal to it.

## **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 \_\_\_\_\_, 2021.

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Andy Letham, Mayor

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Cathie Ritchie, City Clerk