

## **9. BY-LAWS**

- i. By-Law Number 107-09 – being a by-law to authorize the Corporation of the Township of Scugog to Borrow Funds Pending Receipt of Taxes. By-Law not included in the Agenda. Staff authorized to bring forward By-Law at the December 7, 2009 GP&A Committee Meeting, Staff Report CORP-2009-73-GP&A.
- ii. By-Law Number 108-09 – being a by-law to adopt a Tangible Capital Asset Policy. By-Law not included in the Agenda. Staff authorized to bring forward By-Law at the December 7, 2009 GP&A Committee Meeting, Staff Report CORP-2009-75-GP&A.
- iii. By-Law Number 109-09 – being a by-law to appoint a Municipal Law Enforcement Officer to enforce the Township of Scugog Traffic By-Law at Lakeridge Health, Port Perry. By-Law included in this Agenda, see Staff Report CORP-2009-79-CNC.
- iv. By-Law Number 110-09 – being a by-law to amend Zoning By-Law 75-80 with respect to the south part of Lot 14, Conc. 6, Ward 1 (Z/02/2008 Taylor-Kersten). Recommendations from the Environmental Impact Study and By-Law are included in this Agenda. Staff authorized to bring forward By-Law at the December 7, 2009 GP&A Committee Meeting, Staff Report PLAN-2009-62-GP&A.
- v. By-Law Number 111-09 – being a by-law to amend Zoning By-Law 75-80 with respect to 214 Mary Street, Port Perry (Z/06/2009 Glakkke Holdings Ltd.). By-Law included in this Agenda. Staff authorized to bring forward By-Law at the December 7, 2009 GP&A Committee Meeting, Staff Report PLAN-2009-63-GP&A.
- vi. By-Law Number 112-09 – being a by-law to authorize the execution of a Site Plan Development Agreement between the Township of Scugog and Glakkke Holdings Ltd. for land municipally known as 214 Mary Street. By-Law not included, Schedules “C” and “D” included in this Agenda. Staff authorized to bring forward By-Law at the December 7, 2009 GP&A meeting, Staff Report PLAN-2009-63-GP&A.

- vii. By-Law Number 113-09 – being a by-law to authorize the execution of a revised lease agreement with Town Hall 1873 Incorporated with respect to Town Hall 1873 located at 302 Queen Street. By-Law and revised lease included in this Agenda.
- viii. By-Law Number 114-09 – being a by-law to authorize the execution of a Contribution Agreement for Infrastructure Projects with the Province of Ontario, in particular the Ministry of Energy and Ministry of Health Promotion regarding funding under the Recreational Infrastructure Canada Program in Ontario. By-Law not included in the Agenda. Staff authorized to bring forward By-Law at the May 25, 2009 Council meeting, Staff Report PR&C-2009-19-CNC.
- ix. By-Law Number 115-09 – being a by-law to authorize the execution of Contract Documents with Garritano Bros. Ltd. regarding the Construction of the Scugog Memorial Public Library Renovation/Expansion and Parking Facility. By-Law included in this Agenda, see Staff Report PLAN-2009-65-CNC.

**RESOLUTION NO: 09-**

Moved by: Councillor  
Seconded by: Councillor

**THAT** By-Law Number 107-09 -115-09 be collectively read a First, Second and Third time and finally passed this 14<sup>th</sup> day of December, 2009 and the Mayor and Clerk are hereby directed to sign same and affix the Corporate Seal thereto.

Carried

THE CORPORATION OF THE TOWNSHIP OF SCUGOG

BY-LAW NUMBER 109-09

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BEING A BY-LAW TO APPOINT A MUNICIPAL LAW ENFORCEMENT OFFICER TO ENFORCE THE TOWNSHIP OF SCUGOG TRAFFIC BY-LAW AT LAKERIDGE HEALTH, PORT PERRY.

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**WHEREAS** The Police Services Act, R.S.O. 1990, c.P. 15, Section 15(1) authorizes a Council of any Municipality to appoint one or more Municipal Law Enforcement Officers who shall be Peace Officers for the purposes of enforcing the By-Laws of the Municipality;

**AND WHEREAS** the Council of the Corporation of the Township of Scugog deems it necessary to appoint a Municipal Law Enforcement Officer to enforce the Township of Scugog Traffic By-Law at Lakeridge Health, Port Perry;

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF SCUGOG** Enacts as follows:

1. That *Tim Foerster*, is hereby appointed as a Municipal Law Enforcement Officer for the purpose of exercising all the powers and performing all the duties of a municipal law enforcement officer in the enforcement of the Township of Scugog Traffic By-Law 124-05 as it may relate to the Lakeridge Health Centre, situate at 451 Paxton Street in Port Perry.
2. That This By-Law will remain in effect until:
  - (a) it is repealed by Council;
  - (b) Tim Foerster ceases to be an employee of Group 4 Protection Services; or
  - (c) Group 4 Protection ceases to be an agent of Lakeridge Health Services
3. This By-Law shall come into full force and effect on the day of its passing.

Read a First, Second and Third time and finally passed this 14<sup>th</sup> day of December, 2009.

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MAYOR, Marilyn Pearce

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CLERK, Kim Coates

**CORPORATION OF THE TOWNSHIP OF SCUGOG**  
**ZONING BY-LAW NUMBER 110-09**

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**BEING A BY-LAW PASSED PURSUANT TO THE  
PROVISIONS OF SECTION 34 OF THE PLANNING  
ACT, R.S.O. 1990, C.P. 13, TO AMEND ZONING  
BY-LAW 75-80 WITH RESPECT TO SOUTH PART  
LOT 14, CONCESSION 6, TOWNSHIP OF  
SCUGOG, WARD 1**

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**WHEREAS** the owners of South Part Lot 14, Concession 6, Ward 1, made an application to the Township of Scugog (Rezoning Application Z/02/2008) to amend By-Law No. 75-80 from the Rural (RU) Zone to the General Industrial (M2) Zone to harmonize the zoning of a 0.381ha parcel of land to be added to the adjacent lands located at 120 Reach Industrial Park Road;

**AND WHEREAS** the Council of the Corporation of the Township of Scugog held a public meeting (June 9, 2008) under Section 34 of the Planning Act with respect to this matter and has considered the application following that public meeting;

**AND WHEREAS** Council deems that adequate public notice has been given and no further public meeting is required;

**AND WHEREAS** the Council of the Corporation of the Township of Scugog has reviewed the request for an amendment to By-Law Number 75-80 insofar as is necessary to amend By-Law No. 75-80 from the Rural (RU) Zone to a General Industrial Exception Twenty-Four (M2-24) Zone;

**AND WHEREAS** the matters hereinafter set forth are in conformity with the policies and designations contained in the Official Plans of the Region of Durham and the Township of Scugog as are currently in force and effect;

**AND WHEREAS** the proposed amendment to the Zoning By-Law would comply with the Official Plan as approved by Council;

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF SCUGOG HEREBY AMENDS BY-LAW NO. 75-80 AS FOLLOWS:**

1. Schedule "A1" to By-law 75-80 is hereby amended by rezoning Part Lot 14, Concession 6, from the Rural (RU) Zone to the General Industrial Exception Twenty-Four (M2-24) Zone as shown on Schedule "A" attached to and forming part of this By-law.
2. By-law 75-80 is hereby amended by adding the following Section:

**4.24.7.24 GENERAL INDUSTRIAL EXCEPTION TWENTY-FOUR (M2-24) ZONE**

Notwithstanding the permitted uses in the General Industrial (M2) Zone set forth in this By-law, to the contrary, within the General Industrial Exception Twenty-Four (M2-24) Zone as delineated on the Zone Map attached hereto as Schedule "A" and forming part of this By-Law, the uses permitted shall be restricted to that of a cartage or transport depot only.

In all other respects, the provisions of the General Industrial (M2) Zone shall apply and be complied with.

This Bylaw shall come into force in accordance with Section 34 of the *Planning Act*.

Read a First, Second and Third time and finally passed this 14<sup>th</sup> day of December, 2009.

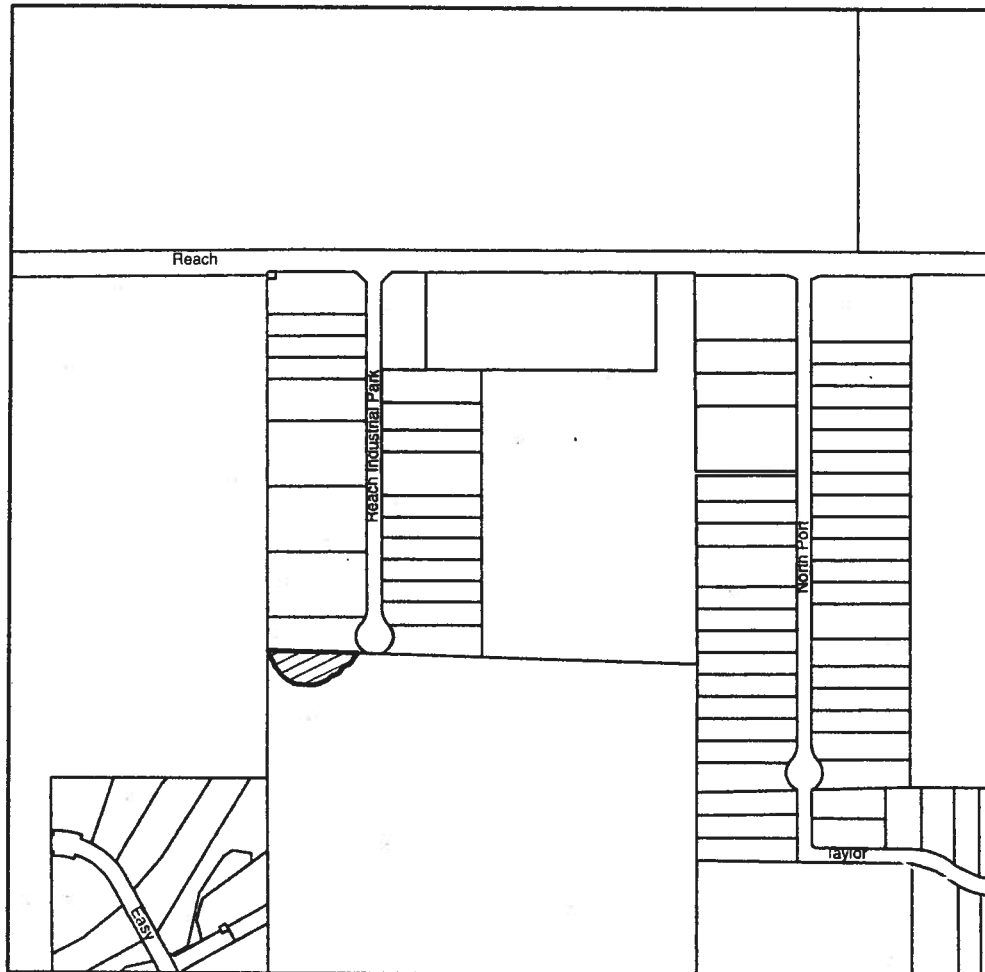
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MAYOR, Marilyn Pearce

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CLERK, Kim Coates

# SCHEDULE "A" TO BY-LAW NO. 110-09 TOWNSHIP OF SCUGOG ZONE MAP



Lands to be rezoned from RU to M2-24



This map was produced by the Township of Scugog, December, 2009

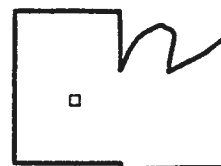
**THIS IS SCHEDULE "A"  
TO BY-LAW NO. 110-09**

**PASSED THIS 14TH DAY  
OF DECEMBER, 2009**

MAYOR: \_\_\_\_\_

CLERK: \_\_\_\_\_

Township of Scugog  
Key Map



## 9.0 Recommendations

To protect the fish community of the Nonquon tributary and the provincially significant wetland, we recommend the following:

- 1) No further filling should be permitted along the southern edge of the lot addition.
- 2) The area of fill within 15 meter of the wetland area and creek edge be regraded, if necessary, to ensure a level area and a slope no steeper than 3:1. Where necessary, fill material may be pulled back to create a 3:1 slope, but no fill material may be added in that area.
- 3) A page wire or chainlink fence be installed within 5 metres of the top of bank.
- 4) All disturbed soils and fill material within the fenced area be revegetated with a mix of native shrubs and herbaceous species.
- 5) The regraded area outside the fence be allowed to regenerate in vegetation and mowed or maintained as needed.
- 6) No stockpiles of materials be located within 15 meters of the high water mark.
- 7) No refueling of vehicles or storage tanks or placement of storage tanks or tankers be located within 15 meters of the high water mark.
- 8) Silt fencing be placed along the southern edge of the top of bank prior to any regrading.
- 9) Silt fence be regularly inspected and maintained as necessary until works are completed and the soil stabilized with vegetation.
- 10) Planting of native trees and shrubs to provide a vegetative buffer should occur prior to the construction of the fence. Shrub spacing should occur at a staggered 1 metre intervals and tree spacing at staggered 3 metre intervals in the setback/buffer area
- 11) Any future buildings or other structures shall be designed to remain above the floodline elevation for this area and in consultation with Kawartha Conservation.
- 12) If buildings or other structures are proposed in the future, that a 15 meter buffer be established from the top of bank.

**CORPORATION OF THE TOWNSHIP OF SCUGOG**

**ZONING BY-LAW NUMBER 111-09**

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**BEING A BY-LAW PASSED PURSUANT TO THE PROVISIONS OF SECTION 34 OF THE PLANNING ACT, R.S.O. 1990, C.P. 13, TO AMEND ZONING BY-LAW 75-80 WITH RESPECT TO PART LOTS 78, 79, PLAN H-50020, NOW PART 1, PLAN 40R-7769, TOWNSHIP OF SCUGOG, MUNICIPALLY KNOWN AS 214 MARY STREET, PORT PERRY, WARD 2**

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**WHEREAS** the owners of Part Lots 78, 79, Plan H-50020, now Part 1, Plan 40R-7769, municipally known as 214 Mary Street, Port Perry, Ward 2, made an application to the Township of Scugog (Rezoning Application Z/06/2009) to amend By-Law No. 75-80 from the Urban Residential Type Two (R2) Zone to a General Commercial Exception (C3) Zone to permit limited non-residential uses on the ground floor and one residential dwelling unit on the second floor, and to address parking and buffering deficiencies;

**AND WHEREAS** the Council of the Corporation of the Township of Scugog held a public meeting (November 9, 2009) under Section 34 of the Planning Act with respect to this matter and has considered the application following that public meeting;

**AND WHEREAS** Council deems that adequate public notice has been given and no further public meeting is required;

**AND WHEREAS** the Council of the Corporation of the Township of Scugog has reviewed the request for an amendment to By-Law Number 75-80 insofar as is necessary to amend By-Law No. 75-80 from the Urban Residential Type Two (R2) Zone to a General Commercial Exception Twenty (C3-20) Zone;

**AND WHEREAS** the matters hereinafter set forth are in conformity with the policies and designations contained in the Official Plans of the Region of Durham and the Township of Scugog as are currently in force and effect;

**AND WHEREAS** the proposed amendment to the Zoning By-Law would comply with the Official Plan as approved by Council;

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF SCUGOG HEREBY AMENDS BY-LAW NO. 75-80 AS FOLLOWS:**

1. Schedule "A4" to By-law 75-80 is hereby amended by rezoning Part Lots 78, 79, Plan H-50020, now Part 1, Plan 40R-7769, municipally known as 214 Mary Street, Port Perry, Ward 2, from the Urban Residential Type Two (R2) Zone to the General Commercial Exception Twenty (C3-20) Zone as shown on Schedule "A" attached to and forming part of this By-law.
2. By-law 75-80 is hereby amended by adding the following Section:

**4.19.6.20 GENERAL COMMERCIAL EXCEPTION TWENTY (C3-20) ZONE**

Notwithstanding the permitted uses in the General Commercial (C3) Zone set forth in this By-law, to the contrary, within the General Commercial Exception Twenty (C3-20) Zone as delineated on the Zone Map attached hereto as Schedule "A" and forming part of this By-Law, that the residential and non-residential uses be restricted to that of the following:

**a. Residential Uses**

One dwelling unit may be permitted in a portion of a non-residential building where such use is permitted within the General Commercial Exception Twenty (C3-20) Zone, provided the dwelling unit is not located below the second storey and that all other requirements of the Zone are complied with.

**b. Non-Residential Uses**

- i. a business, professional or administrative office;
- ii. a personal service shop;
- iii. a day spa;
- iv. a pet store;
- v. a video rental and sales establishment;
- vi. a dry cleaners distribution station;
- vii. a gift shop;
- viii. an antique store; and,
- ix. an apparel and accessories retail store.

**c. Regulations for Non-Residential Uses**

- i. Minimum number of parking spaces 5
- ii. Minimum number of loading spaces 0
- iii. Minimum setback for a driveway from a Residential Zone 0m

- iv. Minimum setback for a parking area  
from a Residential Zone 0.2m
- v. Minimum width of a planting strip 0.2m

In all other respects, the provisions of the General Commercial (C3) Zone shall apply and be complied with.

This Bylaw shall come into force in accordance with Section 34 of the *Planning Act*.

Read a First, Second and Third time and finally passed this 14<sup>th</sup> day of December, 2009.

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MAYOR, Marilyn Pearce

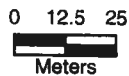
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CLERK, Kim Coates

# SCHEDULE "A" TO BY-LAW NO. 111-09 TOWNSHIP OF SCUGOG ZONE MAP



Lands to be rezoned from R2 to C3-20



This map was produced by the Township of Scugog, December, 2009

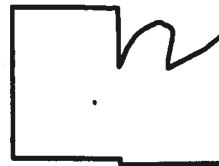
**THIS IS SCHEDULE "A"  
TO BY-LAW NO. 111-09**

**PASSED THIS 14TH DAY  
OF DECEMBER, 2009**

MAYOR: \_\_\_\_\_

CLERK: \_\_\_\_\_

Township of Scugog  
Key Map



**GLAKKKE HOLDINGS LTD.**  
**214 Mary Street, Port Perry, Ward 2**  
**Part Lots 78, 79, Plan H-50020, Part 1, Plan 40R-7769**

**SCHEDULE "C" – CONDITIONS OF APPROVAL**

1. The lands shall be used and comply with the requirements of the Township of Scugog Zoning By-Law Number 75-80, as amended.
2. The lands shall be developed in accordance with the approved Plans, Drawings and Specifications.
3. The Owner agrees that all services to be installed by the Owner shall be constructed in accordance with the approved Plans, Drawings and Specifications and with the current specifications, design criteria and standards of the Township, as well as the requirements of the Ministry of the Environment, Region of Durham, Kawartha Region Conservation Authority and any other authority where required.
4. The Owner shall satisfy the requirements of the Township and Kawartha Region Conservation Authority with respect to stormwater management, drainage and grading.
5. The Owner shall satisfy the requirements of the utility companies providing services to the lands, including Bell Canada, Veridian and Enbridge Gas.
6. The Owner shall provide building access routes in accordance with the Ontario Building Code to the satisfaction of the Township Fire Department.
7. The Owner shall, at his expense, provide for the supply and installation of a decorative light standard in the Mary Street road allowance to the satisfaction of the Township Planning and Public Works Department.
8. The Owner shall provide landscaping to the satisfaction of the Township Parks, Recreation and Culture Department. All plantings shall be maintained for a period of two years and within that period shall be replaced if they do not survive. All plantings shall be inspected after planting and before the final release of securities.

9. The Owner shall, at his expense and to the satisfaction of the Township, replace the two existing mature spruce trees as identified on the approved Plans, Drawings and Specifications should they have to be removed from the site due to disease or other stress. The replacement trees shall have a minimum trunk diameter of 100mm measured at minimum of 1.2m above ground level.
10. The Owner shall construct and install any temporary or permanent erosion and siltation control devices required by the Township or Kawartha Region Conservation Authority prior to the commencement of any construction on the lands and shall maintain these facilities in good working order. The Owner shall provide additional erosion and siltation control devices as may be required by the Township and Kawartha Region Conservation Authority during construction of this project, and as may be required from time to time.
11. The Owner shall prepare a lighting plan to the satisfaction of the Township's Engineer that features full cut off fixtures that prohibit light trespass onto adjacent properties.
12. At the completion of development, the Owner shall provide the Township with a letter from a Professional Engineer certifying that the site has been completed in accordance with the approved Plans, Drawings and Specifications identified in Schedule "B". This letter shall also certify that all requirements contained within this agreement have been fulfilled prior to the final release of the financial security.
13. The Owner shall revise the Plans, Drawings and Specifications and obtain approval from the Township prior to constructing any additional buildings or structures on the lands.
14. The Owner shall obtain further Council approval through an amendment to this site plan agreement for any change in use that may result in the creation of additional commercial and/or residential units within the building, which may include but not be limited to the following conditions:
  - The Owner shall obtain a change in use permit as required by the Ontario Building Code and pay any related fees;
  - The Owner shall obtain approval to address any shortfall in the number of additional on-site parking spaces that may be required and pay any related fees;

- The Owner shall pay any parkland levies pursuant to Township By-Law Number 19-01 (as amended by By-Law Number 83-01);
  - The Owner shall pay all applicable Development Charges of the Township, the Regional Municipality of Durham and the School Boards at the time of application for a change in use permit and/or a building permit at the rate in force at that time.
15. The Owner shall provide financial securities and pay all applicable development-related fees and charges identified in Schedule "D" and any charges levied by any agency having authority to charge such fees.

## **SCHEDULE "D" – PAYMENTS BY OWNER**

### **1. CASH IN LIEU OF PARKLAND**

The Owner shall pay a parkland levy, pursuant to Township By-Law Number 19-01 (as amended by By-Law Number 83-01) at the time of application for a building permit at the rate then in force.

### **2. DEVELOPMENT CHARGES**

The Owner agrees to pay all applicable Development Charges of the Township, the Regional Municipality of Durham and the School Boards at the time of application for a building permit at the rate then in force. The Owner is cautioned that Development Charges are subject to periodic review and revision.

### **3. SECURITY FOR ON AND OFF SITE WORKS**

The Owner agrees to provide a Letter of Credit or other form of security satisfactory to the Township in the following amount at the time of signing this Agreement to ensure compliance with the following provisions:

<b>ITEM</b>	<b>ESTIMATED COST</b>
Site Works (i.e. grading, paving, stormwater management, etc.)	\$7,500
Landscaping and Light Standard	\$7,500
<b>TOTAL VALUE OF SECURITY</b>	<b>\$15,000</b>

Note: The estimates contained in this Schedule are for information purposes only and shall not restrict the rights of the Township, as set out in Article 25 of the Agreement, to draw on the Security up to the full remaining balance thereof to rectify any default, nor to require any increase in the Security as set out therein.

The Security will be released upon the issuance of an unconditional Occupancy Certificate by the Township or in accordance with Article 5 of the Agreement.

**4. OTHER PAYMENTS BY OWNER**

The Owner shall pay Cash-In-Lieu of Parking at the rate then in force at the time of signing this Agreement for the shortfall of one required parking space.

THE CORPORATION OF THE TOWNSHIP OF SCUGOG

BY-LAW NUMBER 113-09

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BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF  
A REVISED LEASE AGREEMENT WITH TOWN HALL 1873  
INCORPORATED WITH RESPECT TO TOWN HALL 1873  
LOCATED AT 302 QUEEN STREET, PORT PERRY.

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**WHEREAS** the Council of the Corporation of the Township of Scugog deems it advisable to enter into a revised Lease Agreement with Town Hall 1873 Incorporated with respect to Town Hall 1873 located at 302 Queen St., Port Perry;

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF SCUGOG Enacts As Follows:**

1. **THAT** the Mayor and Clerk be authorized to sign the revised Lease Agreement, in substantially the form attached, with Town Hall 1873 Incorporated with respect to 302 Queen St., Port Perry. Said revised Lease Agreement is attached hereto and forms part of this by-law.
2. **THAT** this By-Law shall come into full force and effect on the day of passing.

Read a First, Second and Third time and finally passed this 14<sup>th</sup> day of December, 2009.

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MAYOR, Marilyn Pearce

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CLERK, Kim Coates

**THIS REVISED LEASE** made as of the        day of        , 2009

In pursuance of The Short Form of Leases Act

**B E T W E E N:**

**THE CORPORATION OF THE TOWNSHIP OF SCUGOG**

(Hereinafter called the "Landlord")

- and -

**TOWN HALL 1873 INCORPORATED**

(Hereinafter called the "Tenant")

**WITNESSETH** that in consideration of the rents and covenants herein contained on the part of the Tenant the Landlord hereby leases to the Tenant the lands and premises described in Schedule "A" hereto and all rights and appurtenances being hereinafter sometimes collectively referred to as the "premises";

**TO HAVE AND HOLD** the premises for a term of ninety-nine (99) years from the 1<sup>st</sup> day of October, 1974 until the 31<sup>st</sup> day of September, 2073, unless such term shall be sooner terminated as hereinafter provided;

The Tenant paying therefore yearly and every year during the term hereby granted the sum of Two Dollars (\$2.00) of lawful money of Canada in advance on the 1<sup>st</sup> day of October 1974, and yearly thereafter;

**AND FURTHER** paying therefore as additional rent the moneys and other charges, costs and expenses herein provided to be paid by the Tenant at the sever times when they become payable;

**1. TENANT'S COVENANTS**

The Tenant covenants with the Landlord as follows:

- (a) Rent – to pay rent;
- (b) Taxes and utilities – as additional rent in each year during the term, to pay and discharge all taxes (including local improvement rates), rates, duties and assessments that may be levied, rated, charged or assessed against the premises or any part thereof and every other tax, chart, rate, assessment or payment which may become a charge or encumbrance upon or levied or collected upon or in respect of the premises or any part thereof, as they become due, whether charged by any municipal, parliamentary or other body during the term, excepting only from the forgoing taxes on the income of the Landlord, PROVIDED that the Landlord shall not petition for or consent to additional improvements without the consent of the Tenant. The Tenant shall pay as they become due, all charges for public utilities, including water, gas, electrical power or energy, steam or hot water, used upon or in respect of the premises and for fittings, machines, apparatus, meters or other things leased in respect thereof, and for all work or services

performed by any corporation or commission in connection with such public utilities, PROVIDED FURTHER that the Tenant shall have the right to contest by appropriate legal proceedings the validity of any tax, rate (including local improvement rates) assessment or other charges referred to in this paragraph; and if the payment of any such tax, rate, local improvement rates, assessment or other charges may legally be held in abeyance without subjecting the Landlord or the Tenant to any liability for failure to pay, the Tenant may postpone such payment until the final determination of any such proceedings, provided that all such proceedings shall be prosecuted with all due diligence and despatch;

- (c) Maintenance of premises – at its own expense to maintain and keep the premises, including the walks and grounds and every part thereof, in good order and condition and promptly make all needed repairs and replacements (reasonable wear and tear and damage by fire, external explosion, impact by aircraft or vehicles not belonging to the Tenant, lighting, riot, smoke, windstorm and hail or the Queen's enemies only excepted) and to keep the premises well painted, clean and in such condition as a careful owner would do;
- (d) Condition of premises – to keep the premises and every part thereof in a clean and tidy condition and not to permit waste paper, garbage, ashes or waste or objectionable material to accumulate thereon, and at its own expense to keep the driveways, walks, grounds, sidewalks and curbs forming part of or adjoining the premises clean and free of snow and ice;
- (e) Inspection and repair – to permit the Landlord at all reasonable times to enter the premises to inspect the condition thereof and where such inspection reveals that repairs are necessary to make such repairs in a good and workmanlike manner within three calendar months from the date of delivery of notice from the Landlord requiring such repair;
- (f) Overloading floors – not to bring upon the premises or any part thereof any machinery, equipment, article or thing that by reason of its weight, size or use might damage the premises and not at any time to overload the floors of the premises and if any damage is caused to the premises by any machinery, equipment, article or thing or by overloading or by any act, neglect or misuse on or by overloading or by any act, neglect or misuse on the part of the Tenant or any of its servants, agents or employees or any person having business with Tenant, forthwith to repair or pay to the Landlord the cost of making good such damage;
- (g) Heating – to heat the premises in a reasonable manner at its own expense;

- (h) Compliance with by-laws – at its own cost and expense to comply with the requirements of every applicable by-law, statute, law or ordinance, and with every applicable regulation or order with respect to the condition, equipment, maintenance, use or occupation of the premises;
- (i) Assignment – not to assign or sublet without leave, provided such leave shall not be unreasonably withheld, and to furnish to the Landlord copies of any assignment or subleases made hereunder;
- (j) Nuisance – not to do or omit to do or permit to be done or omitted anything upon or in respect of the premises the doing or omission of which (as the case may be) shall be or result in a nuisance;
- (k) Fire insurance, etc. – to insure and keep insured during the whole of the term the premises against loss or damage by fire, lightning, explosion, sprinkler leakage and standard supplementary perils. Such insurance shall be carried in an amount of not less than 90% of the replacement value of the premises in companies acceptable to the Landlord and all policies for such insurance shall be in a form satisfactory to the Landlord. Premiums for all insurance shall be payable by the Tenant, and all loss thereunder shall be payable to the Landlord, and the insurance policies, or certificates thereof, shall be deposited with the Landlord. If the Tenant shall fail to insure and keep insured, as herein provided, the Landlord shall be free to effect such insurance at the cost and expense of the Tenant, and the sum so expended by the Landlord shall be added to the rent due on the next succeeding payment date and such amount, in addition to the regular payment then due, shall constitute rent hereunder;
- (l) ***Liability insurance – Public liability and property damage insurance including personal injury liability, contractual liability, non-owned automobile liability, employer's liability and owners' and contractors protective insurance coverage, with respect to the Demised Premises and the Tenant's use of the property, with coverage including the activities and operations conducted by the Tenant and any other person performing work on behalf of the Tenant and those for whom the Tenant is in law responsible, in any other part of the building.***

***The policies will (i) be written on a comprehensive basis with inclusive limits of at least Five Million dollars (\$5,000,000) for bodily injury for any one or more persons, or property damage and (ii) contain a severability of interest' clause and cross liability clauses.***

**The Landlord may, every five (5) years beginning in 2010, review the insurance requirements described above that, in its opinion and discretion, are acceptable to the Landlord, and may make such changes as are necessary to those insurance requirements, including but not limited to, increasing the policy limits to match those of the Lessor in its capacity as a municipality.**

- (m) Indemnity – to indemnify the Landlord from any and all liabilities, damages, costs, claims, suits or actions growing out of:
  - (i) any breach, violation, or non-performance of any covenant or proviso hereof on the part of the Tenant,
  - (ii) any damage to property occasioned by the use and occupation of the premises, or
  - (iii) any injury to person or persons, including death resulting at any time therefrom occurring in or about the premises, and on the roads or sidewalks adjacent thereto.

Such indemnification in respect of any such breach, violation or non-performance, damage to property, injury or death occurring during the term of the lease shall survive any termination of this lease, anything in this lease to the contrary notwithstanding; PROVIDED, however, that such indemnification shall in no event extend to the direct, primary and proximate results of the negligent, reckless or wilful conduct of the Landlord, his agents, employees or representatives;

- (n) Use of premises – to use the premises solely for historical recreational, aesthetic, cultural and artistic purposes for the enjoyment and benefit of the public generally.
- (o) **Technical Audit – that a Technical Building Audit shall be completed on the premise every five years. Said audit shall evaluate the following components: Facility Site, Structure, Building Envelope, Interior, Electrical, Mechanical and Barrier Free Access.**

**In addition, the Technical Building Audit shall include comments on the current condition of each listed component and recommendations, with anticipated cost projections regarding immediate, short term or long term facility conditions which must be addressed to ensure the health and safety of the public.**

**The Tenant shall submit a copy of the completed Technical Building Audit together with an implementation plan to the Landlord upon receipt of the said Audit.**

**2. LANDLORD'S COVENANTS**

The Landlord covenants with the Tenant as follows:

- (a) Quiet enjoyment – for quiet enjoyment.
- (b) Alterations by Tenant – to permit the Tenant to make with the consent of the Landlord, such consent not to be unreasonably withheld, such changes, alterations, additions and improvements to the premises as will, in the judgment of the Tenant, better adapt them to the purposes of its business; PROVIDED, however, that no such changes, alterations, additions and improvements shall impair the structural strength of the building. All fixtures, whether trade fixtures or otherwise, improvements, erections, changes or alterations made to the premises by the Tenant shall be made at its own expense and shall remain the property of the Tenant, and upon, or at any time before the termination of this lease shall, except as stated above, be removed from the premises by the Tenant; PROVIDED FURTHER, however, that if any injury or damage shall be caused to the premises by such removal, the Tenant shall forthwith cause any such injury or damage to be repaired at its expense and if the Tenant does not make such repairs or cause them to be made promptly, they may be made by the Landlord for the account of the Tenant.

**3. PROVISOS**

Provided always, and it is hereby agreed between the parties as follows:

- (a) Forfeiture of lease. If, without the written consent of the Landlord, the premises shall become and remain vacant or not used for a period of 30 days while they are suitable for use by the Tenant or be used by any other person than the Tenant, or if the term hereby granted or any of the goods and chattels of the Tenant shall be at any time seized or taken in execution or in attachment by any creditor of the Tenant or if the Tenant shall make any assignment for the benefit of creditors or give any bill of sale without complying with the Bulk Sales Act of Ontario or if the Tenant become bankrupt or insolvent or takes the benefit of any act now or thereafter in force for bankrupt or insolvent debtors or if any order shall be made for the winding-up of the Tenant, then and in every such case the then current month's rent and the next ensuing three months' rent shall immediately become due and payable, and, at the option of the Landlord, this lease shall cease and determine and the term shall immediately become forfeited and void, in which event the Landlord may re-enter and take possession of the premises as though the Tenant or any occupant or occupants of the premises was or were holding over after the expiration of the term without any right whatever.

- (b) **Non-liability of Landlord.** The Landlord shall not in any event whatsoever be liable or responsible in any way for any personal injury or death that may be suffered or sustained by the Tenant or any employee of the Tenant or any other person who may be upon the premises or for any loss of or damage or injury to any property belonging to the Tenant or its employees or to any other person while such property is on the premises and, in particular the Landlord shall not be liable for any damage to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the building or adjoining premises or from the water, steam, sprinkler or drainage pipes or plumbing works of the building or from any other place or quarter or for any damage caused by or attributable to the condition or arrangement of any electrical or other wiring; PROVIDED, however, that this clause shall not apply to injuries, damages or death caused directly by the negligent, reckless, or wilful conduct of the Landlord, its employees, agents or representatives.
- (c) **Evidence of payments.** The Tenant shall from time to time at the request of the Landlord produce to the Landlord satisfactory evidence of the due payment of all amounts required to be paid by the Tenant under this lease.
- (d) **Landlord's right to pay Tenant's obligations.** If the Tenant fails to pay any taxes, rates, insurance premiums or charges which it has herein covenanted to pay, the Landlord may pay them and charge the sums paid to the Tenant who shall pay them forthwith on demand; and the Landlord, in addition to any other rights, shall have the same remedies and may take the same steps for the recovery of all such sums as if they were rent in arrears. All arrears of rent and any moneys paid by the Landlord hereunder shall bear interest at the rate of 12 percent per annum from the time such sums become due until paid to the Landlord.
- (e) **Additions and fixtures.** Any building, erection or improvement placed or erected upon the premises shall become a part thereof and shall not be removed and shall be subject to all the provisions of this lease, but no building, erection, or improvement shall be erected upon the premises without the prior written consent of the Landlord.
- (f) **Damage to premises.** If and whenever during the term of this lease the building shall be destroyed or damaged by fire, lightning or tempest, or any of the perils insured against under the provisions of clause 1(k) hereof, then and in every such event:
  - (i) If the damage or destruction is such that the building is rendered wholly unfit for occupancy or it is impossible or unsafe to occupy it, either party may terminate this Lease forthwith by giving to the other notice in writing of such termination

- (ii) If the damage to the building can be repaired with reasonable diligence within 120 days from the happening of such damage and the damage is such that the building is capable of being partially used for which it is hereby demised, then the Landlord shall repair the damage with all reasonable speed.
- (g) Re-entry by Landlord. Proviso for re-entry by the Landlord on non-payment of rent or non-performance of covenants.
- (h) Inspection by interested parties. During the term hereby created any person or persons may inspect the premises and all parts thereof at all reasonable times on producing a written order to that effect signed by the Landlord or his agents.
- (i) Waiver of breaches. The failure of the Landlord to insist upon a strict performance of any of the covenants and provisos hereof shall not be deemed a waiver of any rights or remedies that the Landlord may have or a waiver of any subsequent breach or default.
- (j) Net lease. It is the intention of the parties that the rent herein provided to be paid shall be rent to the Landlord and clear of all taxes (except landlord's income taxes), costs and charges arising from or relating to the premises and that the Tenant shall pay all charges, impositions and expenses of every nature and kind relating to the premises and the Tenant hereby covenants with the Landlord accordingly.
- (k) Structures. Whenever in this lease reference is made to the premises it shall include all structures, improvements and erections in or upon the premises or any part thereof from time to time.
- (l) Termination Privilege. At the expiry of each five year period from the date of commencement of this lease either party may at its option terminate this lease upon delivering written notice to the other party within 30 days from the expiry of such five year period and the lease shall terminate 60 days after the delivery of such written notice.
- (m) Binding effect. This lease and everything herein contained shall extend to, bind and enure to the benefit of the heirs, executors, administrators, successors and assigns (as the case may be) of each of the parties hereto, subject to the consent of the Landlord being obtained, as hereinbefore provided, to any assignment or sub-lease by the Tenant. All covenants herein contained shall be deemed joint and several and all rights and powers reserved to the Landlord may be exercised by either the Landlord or his Agents or representatives

**IN WITNESS WHEREOF** the parties thereto have caused their Corporate Seals to be affixed under the hands of the proper officers in that behalf.

THE CORPORATION OF THE TOWNSHIP  
OF SCUGOG

\_\_\_\_\_  
MAYOR, Marilyn Pearce

\_\_\_\_\_  
CLERK, Kim Coates

TOWN HALL 1873, INCORPORATED

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Per:

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