

THE CORPORATION OF THE CITY OF BELLEVILLE

BY-LAW NUMBER 2019-71

A BY-LAW TO APPOINT MUNICIPAL BY-LAW ENFORCEMENT OFFICERS FOR THE PURPOSE OF ENFORCING BY-LAW NUMBER 9457 AND PART III, SECTION 3 (PARKING OF VEHICLES ON PRIVATE PROPERTY) AND SECTION 6 (HANDICAPPED PARKING ZONES) OF BY-LAW NUMBER 12967, AS THEY AFFECT THE AREA OF LAND AND PREMISES OWNED AND/OR OPERATED BY PINNACLE PROPERTY MANAGEMENT

WHEREAS Section 100 of the Municipal Act (SO 2001, c25, as amended) provides that a local municipality may, in respect of land not owned or occupied by the municipality that is used for a parking lot, regulate or prohibit the parking or leaving of motor vehicles on that land;

AND WHEREAS Section 15 of the Police Services Act, (RSO 1990, Chapter P15), provides that the Council of any municipality may appoint by-law enforcement officers who shall be peace officers for the purpose of enforcing the by-laws of the municipality;

AND WHEREAS the Council of The Corporation of the City of Belleville on the 16th day of July, 1973, enacted By-law Number 9457 being a by-law to regulate vehicles and trailers parking in access routes of apartment buildings, hospitals, hotels and motels, shopping centres, town houses and industrial buildings, municipal buildings, schools and/or school buildings used for educational purposes in order to prevent fires or the spread of fires;

AND WHEREAS the Council of The Corporation of the City of Belleville on the 10th day of September, 1990, enacted By-law Number 12967, being a by-law to regulate traffic within the corporate limits of The Corporation of the City of Belleville;

AND WHEREAS the Council of the Corporation of the City of Belleville deems it necessary to appoint Municipal By-law Enforcement Officers for the purpose of enforcing Corporation of the City of Belleville By-law Number 9457 and Part III, Section 3 (Parking of Vehicles on Private Property) and Section 6 (Handicapped Parking Zones) of By-law Number 12967 and any amendments or successors thereto, insofar as it affects the unauthorized parking of motor vehicles in the parking areas on the private land and premises owned and/or operated by Pinnacle Property Management;

NOW, THEREFORE, THE COUNCIL OF THE CORPORATION OF THE CITY OF BELLEVILLE ENACTS AS FOLLOWS:

1. THAT the following persons be and are hereby designated as Municipal By-law Enforcement Officers to enforce By-law Number 9457 and Part III, Section 3 (Parking of Vehicles on Private Property) of By-law Number 12967 and amendments thereto, insofar as they affect the unauthorized parking of motor vehicles on the following areas of land and premises:

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Pinnacle Property Management Properties:

- a) 200-208 Dundas Street East
- b) 146 Foster Avenue
- c) 121 Lingham Street
- d) 144 Station Street
- e) 70 Cannifton Road
- f) 147 North Park Street
- g) 8 & 10 Ritchie Avenue
- h) 544 Dundas Street East
- i) 127 Bridge Street East
- j) 9 King George Square
- k) 1 Glen Arden Crescent
- l) 112 Progress Avenue
- m) 450 Sidney Street
- n) 208 Yeomans Street
- o) 236 West Moira Street
- p) 150-152 Bridge Street East
- q) 207-209 Ann Street
- r) 135 Tracey Street
- s) 66 Benjamin Street
- t) 7-13 Everett Street
- u) 92-108 South Pinnacle Street
- v) 212 Coleman Street
- w) 248 Bridge Street East
- x) 14 Bridge Street West

with full authority to carry out the provisions of said By-law and authority to issue parking infraction notices and place same on any vehicle or vehicles which are parked in contravention of such By-law.

Judy Bell
Almin Polovina
Ron Scott – 70 Cannifton Road ONLY

- 2. THAT By-laws 2014-64, 2013-52 and all other By-laws or portions thereof that are inconsistent with this By-law are hereby rescinded

THIS BY-LAW SHALL COME INTO FORCE AND TAKE EFFECT IMMEDIATELY ON AND AFTER THE PASSING THEREOF.

Read a first time this **30th** day of **April 2019**.

Read a second time this **30th** day of **April 2019**.

Read a third time and finally passed this **30th** day of **April 2019**.

MITCH PANCIUK MAYOR

MATT MACDONALD CITY CLERK

THE CORPORATION OF THE CITY OF BELLEVILLE

BY-LAW NUMBER 2019-72

A BY-LAW TO APPROVE AND AUTHORIZE THE EXECUTION OF AN ENCROACHMENT AGREEMENT DATED THE 30TH OF APRIL 2019, BETWEEN THE CORPORATION OF THE CITY OF BELLEVILLE AND DINKEL'S RESTAURANT AND CAFE AND NOYTAL ENTERPRISES LIMITED FOR 38-44 BRIDGE STREET EAST, PURSUANT TO PARTS II AND III OF THE MUNICIPAL ACT, 2001

THE COUNCIL OF THE CORPORATION OF THE CITY OF BELLEVILLE ENACTS AS FOLLOWS:

1. THAT Council hereby approves and authorizes the Encroachment Agreement dated the 30th day of April 2019, between The Corporation of the City of Belleville and Dinkel's Restaurant and Cafe and Noytal Enterprises Limited, a copy of which is attached as Schedule "A".
2. THAT the Mayor and the Clerk are hereby authorized to execute the said Encroachment Agreement dated the 30th day of April 2019, between The Corporation of the City of Belleville and Dinkel's Restaurant and Cafe and Noytal Enterprises Limited, by and on behalf of The Corporation of the City of Belleville.
3. THAT the City Clerk is hereby authorized to affix to the said Encroachment Agreement the Corporate Seal of The Corporation of the City of Belleville.

THIS BY-LAW SHALL COME INTO FORCE AND TAKE EFFECT IMMEDIATELY ON AND AFTER THE PASSING THEREOF.

Read a first time this 30th day of **April, 2019**.

Read a second time this 30th day of **April, 2019**.

Read a third time and finally passed this 30th day of **April, 2019**.

MITCH PANCIUK

MAYOR

MATT MACDONALD

CITY CLERK

THIS AGREEMENT MADE THIS ___ DAY OF APRIL, 2019

BETWEEN:

THE CORPORATION OF THE CITY OF BELLEVILLE
hereinafter called the "GRANTOR",
OF THE FIRST PART;

- and -

DINKEL'S RESTAURANT AND CAFE AND NOTYAL ENTERPRISES LIMITED
hereinafter called the "GRANTEES"
OF THE SECOND PART;

WHEREAS the Grantees are the Tenant and Owner respectively of the property known as Municipal No. 38-44 BRIDGE STREET EAST (PLAN 8 LOT 4 AND PT LOTS 2 AND 5) BELLEVILLE, ONTARIO

AND WHEREAS the Grantees have applied to the Grantor for permission to encroach upon a portion of Bridge Street East;

NOW THEREFORE, THIS AGREEMENT WITNESSETH THAT in consideration of the premises and the sum of TWO DOLLARS (\$2.00) paid by the Grantees to the Grantor, receipt whereof is hereby acknowledged, the Parties hereto mutually covenant and agree each with the other as follows:

1. The Grantees are hereby granted permission to encroach upon a portion of Bridge Street East; for the purpose of maintaining an outdoor sidewalk patio, as shown on the plans attached hereto and marked Schedule "A" subject to the conditions and limitations set forth in the next succeeding paragraphs of this Agreement.
2. The Grantees shall be permitted to occupy that portion of Bridge Street East for the purpose of maintaining an outdoor sidewalk patio for the period of April to November, in any given year, during the regular business hours of Dinkel's Restaurant and Cafe subject to the provisions as set out herein and the items listed below.
3. The Grantees shall be permitted to occupy that portion of Bridge Street East for the purpose of maintaining an outdoor sidewalk patio until such time as the Grantor requires the use of the subject land subject to the provisions as set out herein and the items listed below.
4. This Agreement shall automatically terminate and come to an end in the following circumstances:
 - (i) The repeated failure of the Grantees to comply with the provisions of paragraph 4 of this Agreement of which the Grantor shall be the sole judge;
 - (ii) The failure of the Grantees to comply with any of the other terms of this Agreement as determined by the Grantor;
 - (iii) When a Tenant's lease with the property Owner permitting it to carry on the business at the subject property expires and is not renewed, unless the Grantor has prior thereto consented in writing and a written Agreement is entered into which replaces this Agreement;
 - (iv) When a Tenant's and/or Owner's business referenced in this Agreement ceases to carry on business at the subject property, unless the Grantor has

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prior thereto consented in writing and a written Agreement is entered into which replaces this Agreement;

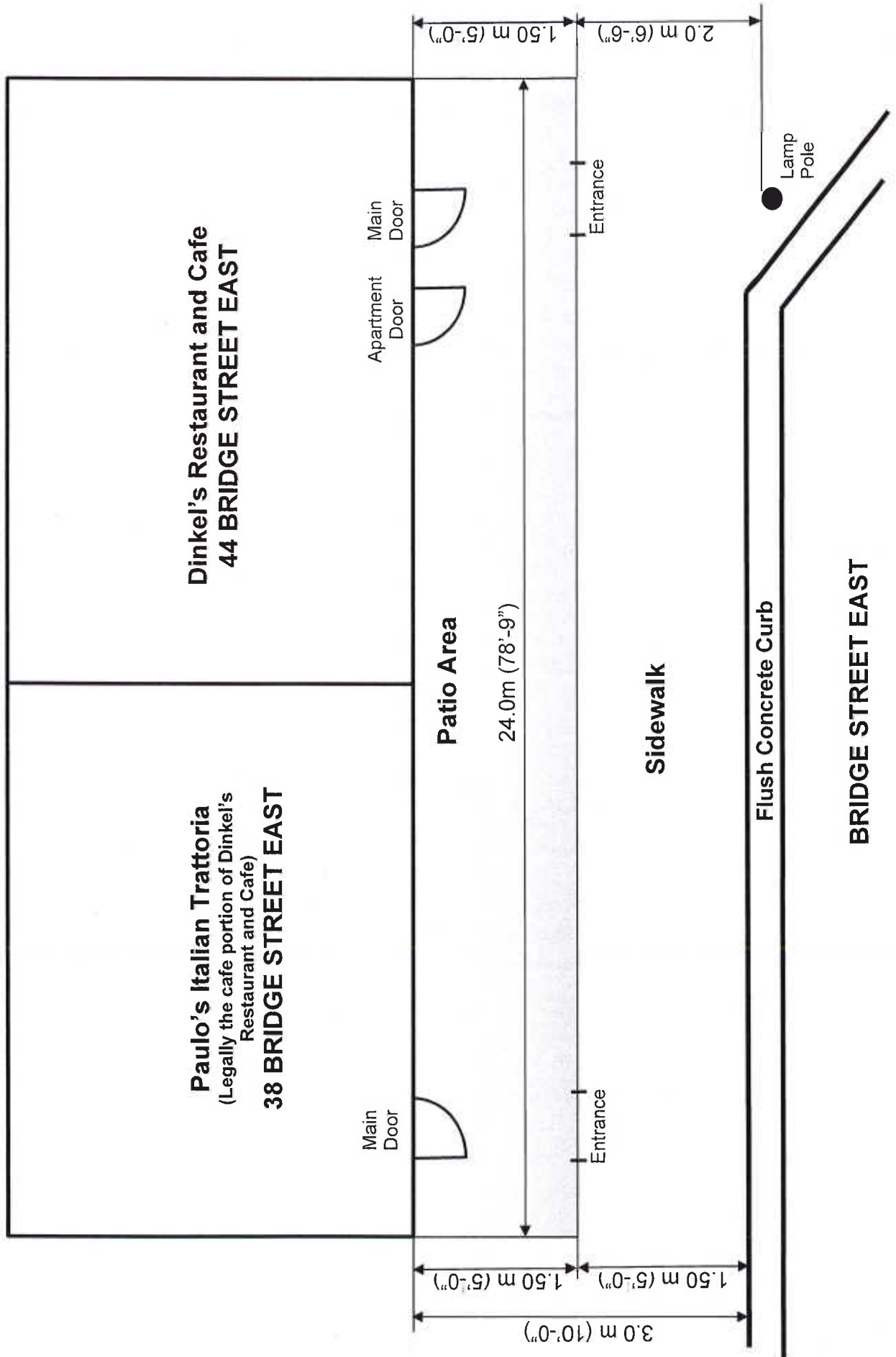
- (v) Thirty (30) days after written notification from the Grantor stating that the Grantor requires the use of the subject land.

In the event of termination of this Agreement, the Grantees shall remove the patio from the road allowance and restore it to its original condition within thirty (30) days from the date of termination of this Agreement.

5. The Grantees are responsible for keeping the sidewalk patio cleaned up when the sidewalk patio is in operation and making sure that the patio is cleaned up when the furniture has been put away after each use of the patio.
6. The Grantees further covenants with the Grantor to indemnify and keep harmless the Grantor from any claims whatsoever arising either directly or indirectly as a result of the Grantees occupancy of that portion of **Bridge Street East**, hereinbefore defined.
7. The Grantees agree to obtain the consent of the Director of Engineering and Development Services prior to any modification of the existing City sidewalk to accommodate any patio fencing.
8. The Grantees agree to maintain sufficient Public Liability Insurance during the period allowed for the operation of the patio and shall provide to the Corporation proof of such insurance before the signing of this Agreement by the Grantor, in the form of a certificate of liability issued by an insurance company licensed to write property casualty insurance in the Province of Ontario and providing as a minimum requirement the following:
 - (i) \$2,000,000.00 primary limits (or primary plus excess liability coverage equaling \$2,000,000.00) or greater for general liability, coverage to include bodily injury and property damage; policies to be written on an occurrence basis;
 - (ii) Certificates must provide thirty (30) days notice to the Corporation in the event of cancellation or non-renewal of an insurance policy or pertinent coverage;
 - (iii) Certificates shall name the Corporation of the City of Belleville as additional insured with respect to the operation of the sidewalk patio.
9. The covenants on the part of the Grantees and the Grantor shall enure to and bind not only the parties hereto, but their respective heirs, executors, administrators, successors and assigns.
10. The Grantees agree that should the Grantees fail to repair, clean-up, keep the patio in a proper state of cleanliness, or should the Grantees fail to remove the patio and restore the road allowance to its original condition upon termination of this Agreement, that the Grantor shall do the work at the sole cost of the Grantees. Should the Grantees fail to arrange payment to the Grantor for the above-mentioned work within thirty (30) days of the invoice date, the Grantor shall have the right to add the costs to the Tax Roll of the Owner and collect in the same way as municipal taxes. Such amount shall have priority lien status as described in Section 1 of the Municipal Act, 2001.

SCHEDULE 'A'

(Not to Scale)



THE CORPORATION OF THE CITY OF BELLEVILLE

BY-LAW NUMBER 2019-73

A BY-LAW TO APPROVE AND AUTHORIZE THE EXECUTION OF AN INTER-CREDITOR AGREEMENT DATED THE 30TH DAY OF APRIL, 2019, BETWEEN ELEXICON ENERGY, ELEXICON CORPORATION, THE MUNICIPALITY OF CLARINGTON, THE TOWN OF AJAX, THE CITY OF PICKERING, THE CITY OF BELLEVILLE, THE TOWN OF WHITBY AND THE TORONTO DOMINION BANK

THE COUNCIL OF THE CORPORATION OF THE CITY OF BELLEVILLE ENACTS AS FOLLOWS:

1. THAT Council hereby approves and authorizes the execution of an Inter-Creditor Agreement dated the 30th day of April 2019 between Elexicon Energy, Elexicon Corporation, The Municipality of Clarington, The Town of Ajax, The City of Pickering, The City of Belleville, The Town of Whitby and Toronto Dominion Bank (a copy of which is attached as SCHEDULE "A").
2. THAT the Mayor and the Clerk are hereby authorized to execute the said Inter-Creditor Agreement between Elexicin Energy, Elexicon Corporation, The Municipality of Clarington, The Town of Ajax, The City of Pickering, The City of Belleville, The Town of Whitby and Toronto Dominion Bank, by and on behalf of The Corporation of the City of Belleville.
3. THAT the Clerk be and is hereby authorized to affix to the said Agreement the Corporate Seal of The Corporation of the City of Belleville.

THIS BY-LAW SHALL COME INTO FORCE AND TAKE EFFECT IMMEDIATELY ON AND AFTER THE PASSING THEREOF.

Read a first time this 30th day of **April 2019**.

Read a second time this 30th day of **April 2019**.

Read a third time and finally passed this 30th day of **April 2019**.

MITCH PANCIUK

MAYOR

MATT MACDONALD

CITY CLERK

AMENDED AND RESTATED INTER-CREDITOR AGREEMENT

THIS AGREEMENT made as of the ____ day of April, 2019.

BETWEEN:

THE TORONTO-DOMINION BANK, a Canadian chartered bank
(herein called the “**Senior Creditor**”)

- and -

THE CORPORATION OF THE MUNICIPALITY OF CLARINGTON, a municipal corporation existing under the laws of the Province of Ontario

(herein called “**Clarington**”)

- and -

THE CORPORATION OF THE TOWN OF AJAX, a municipal corporation existing under the laws of the Province of Ontario

(herein called “**Ajax**”)

- and -

THE CORPORATION OF THE CITY OF PICKERING, a municipal corporation existing under the laws of the Province of Ontario

(herein called “**Pickering**”)

- and -

THE CORPORATION OF THE CITY OF BELLEVILLE, a municipal corporation existing under the laws of the Province of Ontario

(herein called “**Belleville**”)

- and -

THE CORPORATION OF THE TOWN OF WHITBY, a municipal corporation existing under the laws of the Province of Ontario

(herein called “**Whitby**”)

- and -

ELEXICON CORPORATION, a corporation amalgamated under the laws of the Province of Ontario

(herein called "**Parent Borrower**")

- and -

ELEXICON ENERGY INC., a corporation amalgamated under the laws of the Province of Ontario

(herein called "**Regulated Borrower**")

WHEREAS the Obligors and certain of the Creditors are party to an inter-creditor agreement dated December 23, 2009 (as amended prior to the date hereof, the "**Existing ICA**");

AND WHEREAS the Obligors and the Creditors wish to amend and restate the Existing ICA on the terms and conditions set forth herein;

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the mutual covenants herein contained and other good and valuable consideration, given by each of the parties hereto (the receipt and sufficiency of which are hereby acknowledged by all of the parties hereto), the parties hereto hereby agree with each other as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions.

The following defined terms shall for all purposes of this agreement, or any amendment hereto, have the following respective meanings unless the context otherwise specifies or requires or unless otherwise defined herein:

"**Business Day**" means any day other than a Saturday or Sunday on which banks are generally open for business in Toronto, Ontario.

"**Credit Agreements**" means the Parent Borrower Credit Agreement and the Regulated Borrower Credit Agreement and "**Credit Agreement**" means either of them.

"**Creditors**" means the Senior Creditor and the Subordinated Creditors and "**Creditor**" means any of the Creditors.

"**Default**" means any of the events of default specified in any Loan Agreement entitling a Creditor to demand or accelerate payment of any Obligations.

“**Demand**” means any notification by any of the Creditors to either Obligor of a demand for payment under any Loan Agreement.

“**Insolvency Legislation**” means the *Bankruptcy and Insolvency Act* (Canada), the *Companies’ Creditors Arrangement Act* (Canada), the *Bankruptcy Code* (United States) and any similar statute or law in any jurisdiction.

“**Loan Agreements**” means the Senior Loan Agreements and the Subordinated Loan Agreements and “**Loan Agreement**” means any one of the Loan Agreements.

“**Obligations**” means Senior Obligations and the Subordinated Obligations.

“**Obligors**” means the Parent Borrower and the Regulated Borrower.

“**Parent Borrower Credit Agreement**” means the credit agreement made as of April ___, 2019 between the Parent Borrower and the Senior Creditor, as the same may be amended, modified, supplemented or replaced from time to time.

“**Regulated Borrower Credit Agreement**” means the credit agreement made as of April ___, 2019 between the Regulated Borrower and the Senior Creditor, as the same may be amended, modified, supplemented or replaced from time to time.

“**Senior Loan Agreements**” means all documents, instruments and agreements evidencing the Senior Obligations, including, without limitation, the Credit Agreements.

“**Senior Obligations**” means all indebtedness, obligations and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Parent Borrower or Regulated Borrower to the Senior Creditor or remaining unpaid by the Parent Borrower or Regulated Borrower to the Senior Creditor under or in connection with the Senior Loan Agreements.

“**Subordinated Creditors**” means Clarington, Ajax, Pickering, Whitby and Belleville.

“**Subordinated Loan Agreements**” means any agreement entered into from time to time between either Obligor and any of the Subordinated Creditors evidencing any Subordinated Obligations, including, without limitation, the following:

- (a) the fifth amended and restated term promissory note in the principal amount of \$5,966,000 dated April 1, 2019 and made by the Regulated Borrower in favour of Clarington;
- (b) the fifth amended and restated term promissory note in the principal amount of \$5,588,000 dated April 1, 2019 and made by the Regulated Borrower in favour of Belleville;

- (c) the fifth amended and restated term promissory note in the principal amount of \$14,060,000 dated April 1, 2019 and made by the Regulated Borrower in favour of Ajax;
- (d) the fifth amended and restated term promissory note in the principal amount of \$17,974,000 dated April 1, 2019 and made by the Regulated Borrower in favour of Pickering;
- (e) the seventh amended and restated term promissory note in the principal amount of \$2,206,000 dated April 1, 2019 and made by the Parent Borrower in favour of Belleville;
- (f) the seventh amended and restated term promissory note in the principal amount of \$5,550,000 dated April 1, 2019 and made by the Parent Borrower in favour of Ajax;
- (g) the seventh amended and restated term promissory note in the principal amount of \$7,095,000 dated April 1, 2019 and made by the Parent Borrower in favour of Pickering;
- (h) the seventh amended and restated term promissory note in the principal amount of \$2,355,000 dated April 1, 2019 and made by the Parent Borrower in favour of Clarington;
- (i) the first amended and restated term promissory note in the principal amount of \$1,460,300 dated April 1, 2019 and made by the Regulated Borrower in favour of Whitby;
- (j) the first amended and restated term promissory note in the principal amount of \$5,061,000 dated April 1, 2019 and made by the Regulated Borrower in favour of Whitby;
- (k) the first amended and restated term promissory note in the principal amount of \$21,816,642 dated April 1, 2019 and made by the Regulated Borrower in favour of Whitby;
- (l) the guarantee dated April 1, 2019 made by Elexicon Corporation in favour of Clarington in respect of the Subordinated Loan Agreement referred to in paragraph (a) of this definition;
- (m) the guarantee dated April 1, 2019 made by Elexicon Corporation in favour of Belleville in respect of the Subordinated Loan Agreement referred to in paragraph (b) of this definition;
- (n) the guarantee dated April 1, 2019 made by Elexicon Corporation in favour of Ajax in respect of the Subordinated Loan Agreement referred to in paragraph (c) of this definition;

- (o) the guarantee dated April 1, 2019 made by Elexicon Corporation in favour of Pickering in respect of the Subordinated Loan Agreement referred to in paragraph (d) of this definition;
- (p) the guarantee dated April 1, 2019 made by Elexicon Corporation in favour of Whitby in respect of the Subordinated Loan Agreement referred to in paragraph (i) of this definition;
- (q) the guarantee dated April 1, 2019 made by Elexicon Corporation in favour of Whitby in respect of the Subordinated Loan Agreement referred to in paragraph (j) of this definition; and
- (r) the guarantee dated April 1, 2019 made by Elexicon Corporation in favour of Whitby in respect of the Subordinated Loan Agreement referred to in paragraph (k) of this definition.

“**Subordinated Obligations**” means all indebtedness, obligations and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by either Obligor to any of the Subordinated Creditors or remaining unpaid by either Obligor to any of the Subordinated Creditors under or in connection with the Subordinated Loan Agreements.

1.2 Other Usages.

References to “this agreement”, “the agreement”, “hereof”, “herein”, “hereto” and like references refer to this Inter-Creditor Agreement and not to any particular Article, Section or other subdivision of this Inter-Creditor Agreement. Any references to “this agreement”, “the agreement”, “hereof”, “herein”, “hereto” and like references refer to this Inter-Creditor Agreement as amended, supplemented or otherwise modified from time to time in accordance with the terms hereof.

1.3 Plural and Singular.

Where the context so requires, words importing the singular number shall include the plural and vice versa.

1.4 Headings.

The division of this agreement into Articles, Sections and the insertion of headings in this agreement are for convenience of reference only and shall not affect the construction or interpretation of this agreement.

1.5 Applicable Law.

This agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. Any legal action or proceeding with respect to this agreement may be brought in the courts of the Province of Ontario and, by execution and delivery of this agreement, the parties hereby accept for themselves and in respect of their property, generally and unconditionally, the non-exclusive

jurisdiction of the aforesaid courts. Each party irrevocably consents to the service of process out of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to such party to the address prescribed by Section 6.11, such service to become effective five Business Days after such mailing. Nothing herein shall limit the right of any party to serve process in any manner permitted by law or to commence legal proceedings or otherwise proceed against any other party in any other jurisdiction.

1.6 Time of the Essence.

Time shall in all respects be of the essence of this agreement.

1.7 Paramountcy.

In the event of any conflict or inconsistency between the provisions of this agreement and the provisions of any other agreement (including, for certainty, the Subordinated Loan Agreements) which is referred to herein or delivered pursuant hereto, the provisions of this agreement shall prevail and be paramount.

1.8 No Rights Conferred on the Obligors.

Nothing in this agreement shall be construed as conferring any rights upon the Obligors or any third party. The terms and conditions hereof are and shall be for the sole and exclusive benefit of the Creditors.

**ARTICLE 2
CONSENT**

2.1 Consent of Creditors.

Each Creditor consents to the incurring of the Obligations by the Obligors and waives any Default that the incurring of the Obligations may have constituted under the terms of the Loan Agreements.

**ARTICLE 3
PRIORITY OF OBLIGATIONS**

3.1 Priority of Obligations.

Except as otherwise expressly provided in Section 3.3, the Subordinated Obligations shall be and are hereby postponed and made subordinate in right of payment to the prior payment in full in cash of the Senior Obligations.

3.2 Prohibited Payments to Subordinated Creditors.

Except as otherwise expressly provided in Section 3.3, the Obligors shall not make nor be entitled to make, and the Subordinated Creditors shall not accept and shall not be entitled to accept, any payment or prepayment of principal, interest or other amount under the

Subordinated Loan Agreements, whether in the form of cash, securities or otherwise and whether by way of payment, set off or otherwise.

3.3 Permitted Payments to the Subordinated Creditors.

So long as no Bank Default Notice (as defined below) has been sent by the Senior Creditor and continues to be effective or no Default would result directly or indirectly from any payment described below, as between the parties hereto, the Obligors shall be permitted to pay the Subordinated Creditors and the Subordinated Creditors shall be permitted to receive, regularly scheduled payments on account of interest (but not principal) in accordance with the Subordinated Loan Agreements.

If a Default occurs and a notice of such Default (a "**Bank Default Notice**") is sent by or on behalf of the Bank to the Obligors and the Subordinated Creditors, the payments otherwise permitted under this Section 3.3 shall not be permitted to be made or received from the date of the Bank Default Notice until such time as the Default which is the subject of such Bank Default Notice has been cured or waived.

3.4 Certain Covenants of Subordinated Creditors.

The Subordinated Creditors shall not and shall not be entitled to without the Senior Creditor's prior written consent:

- (a) accelerate the time for payment of any of the Subordinated Obligations or otherwise enforce or take any action to enforce payment of all or any part of the Subordinated Obligations, whether by way of set off or otherwise, unless and until all indebtedness of the Obligors to the Senior Creditor under or in connection with the Credit Agreements has become immediately due and payable pursuant to the terms thereof;
- (b) petition either of the Obligors into bankruptcy or initiate any similar proceeding under any applicable Insolvency Legislation;
- (c) amend, alter or otherwise modify the Subordinated Loan Agreements in a manner that may reasonably be expected to adversely impact the Senior Creditor; or
- (d) hold or obtain any security from the Obligors or any person on their behalf, for payment or performance of the Subordinated Obligations.

3.5 Distributions.

To the extent not otherwise permitted under the Credit Agreement, the Obligors shall not make nor be entitled to make, and the Subordinated Creditors shall not accept nor be entitled to accept the payment of any dividends or other distribution on or in respect of any shares in the capital of the Obligors.

The Obligors shall not make nor be entitled to make, and the Subordinated Creditors shall not accept nor be entitled to accept the redemption, retraction, purchase, retirement or other acquisition, in whole or in part, of any shares in the capital of the Obligors or

any securities, instruments or contractual rights capable of being converted into, exchanged or exercised for shares in the capital of the Obligors, including, without limitation, options, warrants, conversion or exchange privileges and similar rights. Notwithstanding the foregoing, the Subordinated Creditors shall be entitled to convert their interest under the Subordinated Loan Agreements as provided for therein.

3.6 Effect of Non-Compliance.

In the event any prepayments or other payments are made to or received by the Subordinated Creditors in contravention of this agreement, the Subordinated Creditors shall hold such prepayments or payments in trust for the Senior Creditor and shall not commingle such proceeds with any of their own funds and shall forthwith pay such prepayments or payments to the Senior Creditor to be applied by the Senior Creditor in reduction of the Senior Obligations.

Any action taken or thing done by any Subordinated Creditors in contravention of this agreement shall be null and void and of no effect.

**ARTICLE 4
REMEDIES**

4.1 Remedies.

The Obligors and the Subordinated Creditors hereby agree that all covenants, provisions and restrictions contained herein are necessary and fundamental in order to establish the respective priorities of the Creditors in connection with the Obligations, and that a breach by any of the Obligors or the Subordinated Creditors of any such covenant, provision or restriction would result in damages to the Senior Creditor that could not adequately be compensated by monetary award. Accordingly, it is expressly agreed by the Obligors and the Subordinated Creditors that in addition to all other remedies available to it including, without limitation, any action for damages, the Senior Creditor shall be entitled to the immediate remedy of a restraining order, interim injunction, injunction or other form of injunctive or other relief as may be decreed or issued by any court of competent jurisdiction to restrain or enjoin the Obligors or the Subordinated Creditors from breaching any such covenant, provision or restriction.

4.2 Default Notice.

Each Creditor agrees to give written notice to each other Creditor simultaneously with or immediately after the delivery to either of the Obligors of any written notice of a Demand or a Default. Failure of a Creditor to give notice as provided in this Section 4.2 shall not affect the priorities established or other agreements provided for herein, nor shall such Creditor be liable for failure to give any such notice nor shall any such failure in any way limit or derogate from the obligations of the other Creditors.

**ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF THE
SUBORDINATED CREDITORS**

5.1 Representations and Warranties of the Subordinated Creditors.

Each of the Subordinated Creditors hereby represents and warrants to the Senior Creditor as follows and acknowledges and confirms that the Senior Creditor is relying upon such representations and warranties in extending credit to the Obligors under the applicable Senior Loan Agreements:

- (a) each Subordinated Creditor is a municipal corporation duly incorporated and organized and validly subsisting under the laws of its jurisdiction of incorporation. Each Subordinated Creditor has all requisite corporate capacity, power and authority to enter into, and carry out the transactions contemplated by, this agreement;
- (b) all necessary action, corporate or otherwise, has been taken to authorize the execution, delivery and performance of this agreement by each Subordinated Creditor and each Subordinated Creditor has duly executed and delivered this agreement. This agreement is a legal, valid and binding obligation of the Subordinated Creditor, enforceable against each Subordinated Creditor by the Senior Creditor in accordance with its terms.

**ARTICLE 6
MISCELLANEOUS**

6.1 Consent of the Obligors.

Each Obligor, by its execution hereof, hereby agrees to be bound by, and shall act in accordance with, the terms, provisions and intent of this agreement.

6.2 Information Exchange.

Each Creditor agrees to disclose to each other Creditor upon reasonable request from time to time the aggregate amounts then owing by the Obligors to it and whether it has any actual knowledge of any Default. Each Obligor hereby consents to each Creditor providing the other Creditor with such information, financial or otherwise, regarding the Obligors and the Creditors' respective Obligations as may be deemed advisable by the Creditors from time to time.

6.3 Non-Impairment of the Senior Creditors' Rights.

No right of the Senior Creditor to enforce its rights hereunder shall at any time or in any way be prejudiced or impaired by any act or failure to act on the part of the Obligors or by any act or failure to act by the Senior Creditor, or by any non-compliance by the Obligors or the Subordinated Creditors with the terms of this agreement, regardless of any knowledge thereof which the Senior Creditor may have or be otherwise charged with. Without the Subordinated

Creditors' consent, the Senior Creditor may extend, renew, modify, or increase the Senior Obligations or amend or waive the terms of the Senior Loan Agreements and otherwise deal freely with either Obligor, all without affecting the liabilities and obligations of the Obligors and the Subordinated Creditors hereunder and without causing or constituting a breach of or default under any of the Subordinated Obligations. Notwithstanding the foregoing, the Senior Creditor agrees to provide the Subordinated Creditors with prior written notice of any such extension, renewal, modification, amendment or increase in the Senior Obligations in accordance with the notice provisions contained in 6.11 hereof provided that the inadvertent failure to provide such notice shall not result in any liability of the Senior Creditor to the Subordinated Creditors.

6.4 Waivers and Amendments.

No failure or delay by the Senior Creditor in exercising any right hereunder shall operate as a waiver of such right nor shall any single or partial exercise of any power or right preclude its further exercise or the exercise of any other power or right. Any term, covenant, condition or obligation of this agreement may only be amended with the written consent of all of the parties hereto or compliance therewith may only be waived (either generally or in a particular instance and either retroactively or prospectively) by the Senior Creditor in writing and in any such event the failure to observe, perform or discharge any such term, covenant, condition or obligation, so amended or waived (whether such amendment is executed or such consent or waiver is given before or after such failure), shall not be construed as a breach of such term, covenant, condition or obligation.

6.5 Liability of Subordinated Creditors.

The Senior Creditor hereby acknowledges and agrees that, except as may be expressly provided for herein, the Subordinated Creditors are not and will not be liable in any way for payment or performance of the Senior Obligations.

6.6 Severability.

Each provision of this agreement is intended to be severable and if any provision is illegal, invalid or unenforceable, such illegality, unenforceability or invalidity shall not affect the validity of this agreement or the remaining provisions.

6.7 Counterparts.

This agreement may be executed in any number of counterparts, all of which shall be deemed to be an original and such counterparts taken together shall constitute one agreement, and any of the parties hereto may execute this agreement by signing any such counterpart.

6.8 Further Assurances.

The parties hereto agree to execute and deliver such further and other documents and perform and cause to be performed such further and other acts and things as may be necessary or desirable in order to give full effect to this agreement and every part thereof. No party to this agreement shall take any action whereby the priorities and rankings set out in this agreement might be impaired or defeated.

6.9 Assignment.

This agreement shall enure to the benefit of and shall be binding upon the respective successors (including, without limitation, any trustee in bankruptcy or liquidator) and permitted assigns of the parties hereto. The Subordinated Creditors shall not assign any of their rights and obligations hereunder or under the Subordinated Loan Agreements. The rights and the obligations of the Senior Creditor hereunder may be assigned by the Senior Creditor in whole or in part without the consent of the other parties hereto but only in connection with or as part of an assignment by the Senior Creditor of its rights under the Credit Agreement.

6.10 Entire Agreement.

This agreement contains the entire understanding of the parties with respect to the priority of the Obligations and supersedes any prior agreements, undertakings, declarations, representations and understandings, both written and verbal, in respect of the priority of the Obligations. There are no restrictions, agreements, promises, warranties, covenants or undertakings relating to the priority of the Obligations other than those set forth in this agreement.

6.11 Notices.

Except as otherwise provided herein, all notices and other communications provided for herein shall be in writing and shall be personally delivered to an officer or other responsible employee of the addressee or sent by telefacsimile, charges prepaid, at or to the applicable addresses or telefacsimile numbers, as the case may be, set out opposite the relevant party's name below or at or to such other address or addresses, telefacsimile number or numbers as any party hereto may from time to time designate to the other parties in such manner. Any communication which is personally delivered as aforesaid shall be deemed to have been validly and effectively given on the date of such delivery if such date is a Business Day and such delivery was made during normal business hours of the recipient; otherwise, it shall be deemed to have been validly and effectively given on the Business Day next following such date of delivery. Any communication which is transmitted by telefacsimile as aforesaid shall be deemed to have been validly and effectively given on the date of transmission if such date is a Business Day and such transmission was made during normal business hours of the recipient; otherwise, it shall be deemed to have been validly and effectively given on the Business Day next following such date of transmission.

- (a) In the case of the Senior Creditor:

The Toronto-Dominion Bank
South-East Commercial Banking Centre
2 King Street East
Oshawa, Ontario L1H 7L3

Attention: Director, Corporate Banking
Telefax: (905) 576-9147

- (b) In the case of the Obligor:

Elexicon Corporation/Elexicon Energy Inc.

55 Taunton Road East
Ajax, Ontario L1T 3V3

Attention: Vice-President, Corporate Affairs and
Secretary Treasurer
Telefax: (905) 619-0210

- (c) In the case of Clarington:

The Corporation of the Municipality of Clarington
40 Temperance Street
Bowmanville, Ontario L1C 3A6

Attention: Mayor
Telefax: (905) 623-5717

- (d) In the case of Ajax:

The Corporation of the Town of Ajax
65 Harwood Avenue South
Ajax, Ontario L1S 2H9

Attention: Mayor
Telefax: (905) 683-1061

- (e) In the case of Pickering:

The Corporation of the City of Pickering
1 The Esplanade
Pickering, Ontario L1V 3P4

Attention: Mayor
Telefax: (905) 420-9695

- (f) In the case of Whitby:

Corporation of the Town of Whitby
575 Rossland Rd. E
Whitby, ON L1N 2M8

- (g) In the case of Belleville:

The Corporation of the City of Belleville
169 Front Street
Belleville, Ontario K8N 2Y8

Attention: Mayor
Telefax: (613) 967-3209

6.12 Termination of Agreement.

This agreement shall terminate and shall be of no further force or effect upon the earlier to occur of:

- (a) all Senior Obligations being repaid in full and all commitments of the Senior Creditor under the Senior Loan Documents having been terminated; and
- (b) the written agreement of the Senior Creditor to such effect.

IN WITNESS WHEREOF the parties hereto have executed this agreement.

THE TORONTO-DOMINION BANK

By: _____
Name:
Title:

By: _____
Name:
Title:

**THE CORPORATION OF THE
MUNICIPALITY OF CLARINGTON**

By: _____
Name:
Title:

By: _____
Name:
Title:

**THE CORPORATION OF THE TOWN OF
AJAX**

By: _____
Name:
Title:

By: _____
Name:
Title:

**THE CORPORATION OF THE CITY OF
PICKERING**

By: _____
Name:
Title:

By: _____
Name:
Title:

**THE CORPORATION OF THE CITY OF
BELLEVILLE**

By: _____
Name:
Title:

By: _____
Name:
Title:

**THE CORPORATION OF THE TOWN OF
WHITBY**

By: _____
Name:
Title:

By: _____
Name:
Title:

ELEXICON CORPORATION

By: _____

Name:

Title:

By: _____

Name:

Title:

ELEXICON ENERGY INC.

By: _____

Name:

Title:

By: _____

Name:

Title:

THE CORPORATION OF THE CITY OF BELLEVILLE

BY-LAW NUMBER 2019-74

A BY-LAW TO SET TAX RATIOS AND TO SET TAX RATE REDUCTIONS FOR PRESCRIBED PROPERTY SUBCLASSES AND TO SET THE ANNUALIZED TAX LIMIT INCREASE AND TO LIMIT A TAX INCREASE BASED ON THE PREVIOUS YEAR'S CVA TAXES AND TO SET A MAXIMUM THRESHOLD FOR INCREASING AND DECREASING PROPERTIES WITH A BILLING ADJUSTMENT OF LESS THAN THE THRESHOLD TO THEIR FULL CVA TAX LEVEL AND TO EXCLUDE, COMMERCIAL PROPERTIES PREVIOUSLY AT CVA OR THAT GO FROM CAPPED TO CLAWED BACK OR THAT GO FROM CLAWED BACK TO CAPPED FOR THE 2019 TAXATION YEAR.

WHEREAS it is necessary for the Council of the City of Belleville, pursuant to Section 308(4) of the Municipal Act, 2001 S.O. 2001, c.25, as amended, to establish the tax ratios for 2019 for the City of Belleville;

AND WHEREAS the tax ratios determine the relative amount of taxation to be borne by each property class;

AND WHEREAS the property classes have been prescribed by the Minister of Finance pursuant to Section 7 of the Assessment Act, R.S.O. 1990, c.A.31, as amended;

AND WHEREAS it is necessary for the Council of the City of Belleville, pursuant to Section 313 of the Municipal Act, 2001 S.O. 2001, c.25, as amended, to establish tax reductions for prescribed property subclasses for 2019;

AND WHEREAS the property subclasses for which tax rate reductions are to be established are in accordance with Section 8 of the Assessment Act, R.S.O. 1990, c.A.31, as amended;

AND WHEREAS the tax rate reductions reduce the tax rates that would otherwise be levied for municipal purposes;

AND WHEREAS the determination of maximum taxes for municipal and school purposes payable in respect of property in the commercial classes, industrial classes or multi-residential property classes for 2019 are in accordance with Section 329.1 (1) of the Municipal Act, paragraphs 1,3 to 8 (inclusive).

NOW, THEREFORE, THE COUNCIL OF THE CORPORATION OF THE CITY OF BELLEVILLE ENACTS AS FOLLOWS:

- 1) For the taxation year 2019, the tax ratio for property in:
 - a. the residential property class is 1.000000;
 - b. the multi-residential property class is 2.239031;
 - c. the commercial property class is 1.919122;
 - d. the industrial property class is 2.400000;
 - e. the pipeline property class is 1.233980;
 - f. the new multi-residential property class is 1.000000;
 - g. the farm property class is 0.250000;
 - h. the landfill property class is 1.050857
 - i. the managed forest property class is 0.250000.
- 2) THAT the tax reduction for:
 - a) the vacant land and vacant units subclasses in the commercial property class is 30%;
 - b) the excess land subclass in the commercial property class is 30%;
 - c) the vacant land and vacant units subclasses in the industrial property class is 35%;
 - d) the excess land subclass in the industrial property class is 35%.
- 3) For the purposes of this by-law:
 - a) the commercial property class includes all commercial office property, shopping centre property, new construction commercial, property, new construction commercial office property, new construction shopping centre property, and parking lot property;

- b) the industrial property class includes all large industrial property, new construction industrial and new construction large industrial property.
- 4) THAT the cap on previous year's annualized tax limit be applied at 10% as a municipal option for 2019 taxation year.
- 5) THAT an additional capping parameter to a Maximum of 10% of the previous CVA Tax for the 2019 taxation year.
- 6) THAT an additional capping parameter to set a maximum threshold of \$500 for both increasing and decreasing properties with a billing adjustment of less than the threshold to their full CVA tax liability as municipal option for the 2019 taxation year.
- 7) THAT the "Stay at CVA Tax" option excludes, Commercial properties that were at CVA tax in 2018 from the capping and claw-back calculation in 2019.
- 8) THAT "Cross CVA Tax" option excludes Commercial properties that would move from being capped in 2019 to being clawed back in 2019 or from being clawed back in 2018 to being capped in 2019 as a result of the changes to the CVA tax caused by the 2019 reassessment phase-in.

THIS BY-LAW SHALL COME INTO FORCE AND TAKE EFFECT ON THE 30th DAY OF April, 2019.

Read a first time this 30th day of April, 2019.

Read a second time on this 30th day of April, 2019.

Read a third time and finally passed this 30th day of April, 2019.

MITCH PANCIUK, MAYOR

MATT MACDONALD, CITY CLERK

THE CORPORATION OF THE CITY OF BELLEVILLE

BY-LAW NUMBER 2019-75

A BY-LAW TO SET DUE DATES FOR THE COLLECTION OF TAXES AND THE PAYMENT OF TAXES BY INSTALMENTS WITHIN THE RESIDENTIAL, NEW MULTI-RESIDENTIAL, MULTI-RESIDENTIAL, COMMERCIAL, LANDFILLS, NEW CONSTRUCTION COMMERCIAL, INDUSTRIAL, NEW CONSTRUCTION INDUSTRIAL, PIPELINE, FARM AND MANAGED FOREST CLASSES FOR THE YEAR 2019

WHEREAS Section 342 of the Municipal Act, 2001 S.O. 2001, c.25, provides that the council of every local municipality may require the payment of taxes, including local improvement assessments and other rates payable as taxes, to be made into the office of the Treasurer or Collector by any day or days to be named, and to be made by instalments and to authorize acceptance of part payment of any taxes due;

AND WHEREAS it is expedient to fix the date upon which the 2019 tax levy for properties within the Residential, New Multi- Residential, Multi-Residential, Commercial, Landfills, New Construction Commercial, Industrial, New Construction Industrial, Pipeline, Farm, and Managed Forest Classes shall become due and payable.

NOW, THEREFORE, THE COUNCIL OF THE CORPORATION OF THE CITY OF BELLEVILLE ENACTS AS FOLLOWS:

- 1) **THAT** all taxes assessed and levied upon properties within the Residential, New Multi- Residential, Multi-Residential, Commercial, Landfills, New Construction Commercial, Industrial, New Construction Industrial, Pipeline, Farm, and Managed Forest Classes by the Council of The Corporation of the City of Belleville shall be paid into the office of the Director of Finance/Treasurer.
- 2) **THAT** for the year 2019, the interim taxes for properties within the Residential, New Multi- Residential, Multi-Residential, Commercial, Landfills, New Construction Commercial, Industrial, New Construction Industrial, Pipeline, Farm, and Managed Forest Classes was levied pursuant to By-Law No. 2018-201.

- 3) **THAT** for the year 2019, the final taxes for properties within the Residential, New Multi- Residential, Multi-Residential, Commercial, Landfills, New Construction Commercial, Industrial, New Construction Industrial, Pipeline, Farm, and Managed Forest Classes, will be in accordance with tax rates established for 2019, less the amount levied in accordance with Section 2 hereof, and the dates for the final instalment shall be June 26, 2019 and September 26, 2019.
- 4) **THAT** partial payments on account of any such instalments will be accepted, but the acceptance thereof shall not affect the imposition of the penalties and interest provided for in By-Law Number 11271.
- 5) **THAT** all payments on account of taxes shall be applied first to the penalties and interest and then in payment of the instalments first falling due.
- 6) **THAT** By-Law Number 2018-55 be and the same are hereby rescinded.
- 7) DEFINITION in this By-Law:
 - a) **"taxes"** shall be construed to include all taxes or assessments, rents or rates imposed for Municipal purposes, for education purposes, and also for the local improvements and generally all taxes or assessments, rents or rates imposed by Statute and/or By-Law of The Corporation of the City of Belleville.

THIS BY-LAW SHALL COME INTO FORCE AND TAKE EFFECT IMMEDIATELY ON AND AFTER THE PASSING THEREOF.

Read a first time this 30th day of April, 2019.

Read a second time this 30th day of April, 2019.

Read a third time and finally passed this 30th day of April, 2019.

MITCH PANCIUK, MAYOR

MATT MACDONALD, CITY CLERK

THE CORPORATION OF THE CITY OF BELLEVILLE

BY-LAW NUMBER 2019-76

A BY-LAW TO ADOPT THE ESTIMATES FOR THE SUMS REQUIRED DURING THE YEAR 2019 FOR THE GENERAL AND SPECIAL PURPOSES OF THE CITY OF BELLEVILLE AND TO ESTABLISH RATES TO BE LEVIED FOR SAME FOR THE RESIDENTIAL, MULTI-RESIDENTIAL, NEW MULTI-RESIDENTIAL, COMMERCIAL, LANDFILLS, NEW CONSTRUCTION COMMERCIAL, INDUSTRIAL, NEW CONSTRUCTION INDUSTRIAL, MANAGED FOREST, AND PIPELINE PROPERTY CLASSES

WHEREAS the Corporation of the City of Belleville shall in each year prepare and adopt estimates of the sums it requires during the year for the purposes pursuant to Section 290 of the Municipal Act, 2001, S.O. 2001, c.25, as amended (hereinafter referred to as the "Municipal Act"), Schedule "A" attached;

AND WHEREAS it is necessary for the City of Belleville, pursuant to Section 312 of the Municipal Act, to raise for the year 2019 certain sums;

AND WHEREAS all property assessment rolls on which the 2019 taxes are to be levied have been returned and revised pursuant to the provisions of the Assessment Act, R.S.O. 1990, c.A.31, as amended (hereinafter referred to as the "Assessment Act") subject to appeals at present before the Assessment Review Board, the Ontario Municipal Board and the District Court;

AND WHEREAS the "Residential Assessment", "Multi-Residential Assessment", "New Multi-Residential Assessment" "Commercial Assessment", "Landfills Assessment", "New Construction Commercial Assessment", "Industrial Assessment", "New Construction Industrial Assessment", "Managed Forest Assessment" and "Pipeline Assessment", and the applicable subclasses pursuant to Section 7 of the Assessment Act have been determined on the basis of the aforementioned property assessment rolls;

AND WHEREAS the tax ratios and the tax rate reductions for prescribed property subclasses on the aforementioned property for the 2019 taxation year have been set out in By-Law 2019-74 of the City of Belleville dated the 30th day of April, 2019;

AND WHEREAS these tax rates on the aforementioned "Residential Assessment", "Multi-Residential Assessment", "New Multi-Residential Assessment" "Commercial Assessment", "Landfills Assessment", "New Construction Commercial Assessment", "Industrial Assessment", "New Construction Industrial Assessment" "Managed Forest Assessment" and "Pipeline Assessment", and the applicable subclasses have been calculated pursuant to the provisions of the Municipal Act in the manner set out herein, Schedules "D" - "G" inclusive, attached.

NOW, THEREFORE, THE COUNCIL OF THE CORPORATION OF THE CITY OF BELLEVILLE ENACTS AS FOLLOWS:

- 1) **THAT** the City adopt the sum of \$120,691,400 as detailed in Column 1 of Schedule "A" attached hereto and which forms part hereof as the gross estimate of the funds required during the year 2019 for general and special purposes including all sums required by law to be provided for any local board excluding school boards.
- 2) **THAT** having duly adopted the gross estimate set out in Column 1 of Schedule "A" and having deducted therefrom for the estimated revenues other than property taxes for the year 2019 the amount of \$19,337,200 as detailed in Column 2 of Schedule "A", the City hereby adopts the sum of \$101,354,200 as per Column 3 of Schedule "A" as its estimate of the Property Tax Levy required during the year 2018 for the General and Special Purposes including the sums required by law to be provided for all local boards, excluding school boards.
- 3) **THAT** for the year 2019 the City shall levy upon Residential Assessment, Multi-Residential Assessment, Landfills, New Multi-Residential Assessment, Commercial Assessment, New Construction Commercial Assessment, Industrial Assessment, New Construction Assessment, Managed Forest Assessment, Pipeline Assessment, and applicable subclasses the municipal tax rates set out in Schedule "B" attached hereto and which forms part hereof.
- 4) **THAT** in determining the amounts to be paid pursuant to the levies set forth in Paragraph 3, the property taxpayers shall be entitled to deduct from the Property Tax Levy for General and Special Purposes those monies otherwise payable, excluding interest, previously paid to the City pursuant to Interim Levy By-Law 2018-201 of the City dated the 14th day of December 10, 2018.
- 5) **THAT** the City Treasurer is hereby directed and authorized to undertake any required action necessary to collect the levies herein.
- 6) **THAT** the City Treasurer is hereby directed to obtain any approvals necessary respecting this by-law as required by law.

THIS BY-LAW SHALL COME INTO FORCE AND TAKE EFFECT IMMEDIATELY ON AND AFTER THE PASSING THEREOF.

Read a first time this 30th day of April, 2019.

Read a second time this 30th day of April, 2019.

Read a third time and finally passed this 30th day of April, 2019.

MITCH PANCIUK, MAYOR

MATT MACDONALD, CLERK

City of Belleville

Schedule "A" to By-Law Number 2019- 76

2019 Municipal Estimates and Property Tax Levy

Expenditure Classification	Expenditure	Non-Tax Revenue	Tax Levy
Core	\$ 71,951,700	\$ 14,900,500	\$ 57,051,200
Asset Management Contribution	2,500,000		2,500,000
Debt (core rated)	6,574,300		6,574,300
	81,026,000	14,900,500	66,125,500
Police Urban	19,916,200	2,229,700	17,686,500
Police Rural	736,900	-	736,900
Fire Urban	10,815,500	145,000	10,670,500
Fire Rural	929,600	40,000	889,600
Transit	5,889,100	2,022,000	3,867,100
Debt (area rated) Fire	604,700		604,700
Streetlighting	773,400		773,400
	39,665,400	4,436,700	35,228,700
	\$ 120,691,400	\$ 19,337,200	\$ 101,354,200

Core:

Gross Expenditures	81,026,000		81,026,000
less: Core debt	(6,574,300)		(6,574,300)
less: Asset Management	(2,500,000)		(2,500,000)
Departmental Revenue		9,966,600	(9,966,600)
Departmental Grants		498,700	(498,700)
Other Revenue		1,370,700	(1,370,700)
Other Taxation		3,064,500	(3,064,500)
	71,951,700	14,900,500	57,051,200

Police Urban

Operating Expenditures	19,971,000		19,971,000
Capital Expenditures	682,100		682,100
			-
Departmental Revenue		2,229,700	(2,229,700)
	20,653,100	2,229,700	18,423,400
Allocated to Rural	736,900	-	736,900
	19,916,200	2,229,700	17,686,500

City of Belleville
 2019 Tax Rates
 Tax Rate Comparison

Total Budget \$ 101,354,200

23-Apr-19
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Summary	Residential	Multi Residential	Commercial	Industrial	Managed Forests & Farmlands	Pipelines
2019						
Table 1 Belleville Urban	\$ 0.014753	\$ 0.034526	\$ 0.028312	\$ 0.035407	\$ 0.0036882	\$ 0.018205
Table 2 Cannifton Urban Fire	0.014062	0.032979	0.026987	0.033749	0.0035155	0.017352
Table 3 Cannifton Rural Fire	0.012858	0.030284	0.024677	0.030860	0.0032146	0.015867
Table 4 Rural	0.010815	0.025708	0.020754	0.025955	0.0027036	0.013345
2018 Rates per \$100						
Table 1 Belleville Urban	\$ 0.014376	\$ 0.033413	\$ 0.027589	\$ 0.034502	\$ 0.003594	\$ 0.017739
Table 2 Cannifton Urban Fire	0.013738	0.031880	0.026365	0.032971	0.003435	0.016952
Table 3 Cannifton Rural Fire	0.012643	0.029247	0.024264	0.030344	0.003161	0.015602
Table 4 Rural	0.010627	0.024398	0.020394	0.025505	0.002657	0.013113
2019 Rates versus 2018 Rates						
Table 1 Belleville Urban	2.62%	3.33%	2.62%	2.62%	0.00%	2.63%
Table 2 Cannifton Urban Fire	2.36%	3.45%	2.36%	2.36%	2.36%	2.36%
Table 3 Cannifton Rural Fire	1.70%	3.55%	1.70%	1.70%	1.70%	1.70%
Table 4 Rural	1.77%	5.37%	1.77%	1.76%	1.77%	1.77%

Average Assessment Change - Tax Supported Budget \$ 101,354,200

City of Belleville
2018 Tax Rates
Taxpayer Impact Analysis

23-Apr-19
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	2019			2018			2018 Amlt. % Increase		
	2019 Taxes	2018 Taxes	2018 Amlt. % Increase	2019 Taxes	2018 Taxes	2018 Amlt. % Increase	2019 Taxes	2018 Taxes	2018 Amlt. % Increase
Assessment	\$ 256,000	\$ 250,000	2.40%	\$ 819,200	\$ 800,000	2.40%	\$ 919,200	\$ 800,000	2.40%
Residential									
	2019 Taxes	2018 Taxes	2019 vs. 2018 %	2019 Taxes	2018 Taxes	2019 vs. 2018 %	2019 Taxes	2018 Taxes	2019 vs. 2018 %
Belleville Urban	\$ 1,776.72	\$ 3,594.09	5.08%	\$ 29,005.23	\$ 27,601.60	5.09%	\$ 29,005.23	\$ 27,601.60	5.09%
Municipal Education	412.16	425.00	-3.02%	10,567.68	10,720.00	-1.42%	10,567.68	10,720.00	-1.42%
Total	4,188.88	4,019.09	4.23%	39,572.91	38,321.60	3.13%	39,572.91	38,321.60	3.24%
per month	\$ 349.07	\$ 334.92	4.16%	\$ 3,297.74	\$ 3,193.47	3.13%	\$ 3,297.74	\$ 3,193.47	3.13%
per day	\$ 11.48	\$ 11.07	0.47%	\$ 108.42	\$ 104.99	3.43%	\$ 108.42	\$ 104.99	3.43%
Camellion Urban	\$ 3,599.87	\$ 3,434.50	4.81%	\$ 27,647.00	\$ 26,376.80	4.82%	\$ 27,647.00	\$ 26,376.80	4.82%
Municipal Education	412.16	425.00	-3.02%	10,567.68	10,720.00	-1.42%	10,567.68	10,720.00	-1.42%
Total	4,012.03	3,859.50	3.95%	38,214.68	37,096.80	3.01%	38,214.68	37,096.80	3.01%
per month	\$ 334.34	\$ 321.63	4.27%	\$ 3,184.56	\$ 3,091.40	3.06%	\$ 3,184.56	\$ 3,091.40	3.06%
per day	\$ 10.99	\$ 10.57	0.42%	\$ 104.70	\$ 101.64	3.06%	\$ 104.70	\$ 101.64	3.06%
Camellion Rural	\$ 3,291.72	\$ 3,160.75	4.14%	\$ 25,280.41	\$ 24,275.20	4.14%	\$ 25,280.41	\$ 24,275.20	4.14%
Municipal Education	412.16	425.00	-3.02%	10,567.68	10,720.00	-1.42%	10,567.68	10,720.00	-1.42%
Total	3,703.88	3,585.75	3.29%	35,848.09	34,995.20	2.44%	35,848.09	34,995.20	2.44%
per month	\$ 308.66	\$ 298.81	3.31%	\$ 2,987.34	\$ 2,916.27	2.44%	\$ 2,987.34	\$ 2,916.27	2.44%
per day	\$ 10.15	\$ 9.82	0.32%	\$ 98.21	\$ 95.88	2.34%	\$ 98.21	\$ 95.88	2.34%
Rural	\$ 2,768.53	\$ 2,656.75	4.21%	\$ 21,262.32	\$ 20,404.00	4.21%	\$ 21,262.32	\$ 20,404.00	4.21%
Municipal Education	412.16	425.00	-3.02%	10,567.68	10,720.00	-1.42%	10,567.68	10,720.00	-1.42%
Total	3,180.69	3,081.75	3.21%	\$ 31,830.00	\$ 31,124.00	2.27%	\$ 31,830.00	\$ 31,124.00	2.27%
per month	\$ 265.06	\$ 256.81	3.25%	\$ 2,652.50	\$ 2,593.67	2.27%	\$ 2,652.50	\$ 2,593.67	2.27%
per day	\$ 8.71	\$ 8.44	0.27%	\$ 87.21	\$ 83.27	4.61%	\$ 87.21	\$ 83.27	4.61%
Commercial									
	2019 Taxes	2018 Taxes	2019 vs. 2018 %	2019 Taxes	2018 Taxes	2019 vs. 2018 %	2019 Taxes	2018 Taxes	2019 vs. 2018 %
	\$ 23,193.58	\$ 22,071.20	5.09%	\$ 23,193.58	\$ 22,071.20	5.09%	\$ 23,193.58	\$ 22,071.20	5.09%
	10,567.68	10,720.00	-1.42%	10,567.68	10,720.00	-1.42%	10,567.68	10,720.00	-1.42%
	31,761.26	32,791.20	-3.17%	33,761.26	32,791.20	2.96%	33,761.26	32,791.20	2.96%
	\$ 2,813.44	\$ 2,732.60	2.96%	\$ 2,813.44	\$ 2,732.60	2.96%	\$ 2,813.44	\$ 2,732.60	2.96%
	\$ 92.60	\$ 89.84	3.06%	\$ 92.60	\$ 89.84	3.06%	\$ 92.60	\$ 89.84	3.06%
	\$ 22,107.49	\$ 21,092.00	4.81%	\$ 22,107.49	\$ 21,092.00	4.81%	\$ 22,107.49	\$ 21,092.00	4.81%
	10,567.68	10,720.00	-1.42%	10,567.68	10,720.00	-1.42%	10,567.68	10,720.00	-1.42%
	32,675.17	31,812.00	2.71%	32,675.17	31,812.00	2.71%	32,675.17	31,812.00	2.71%
	\$ 2,722.93	\$ 2,657.00	2.49%	\$ 2,722.93	\$ 2,657.00	2.49%	\$ 2,722.93	\$ 2,657.00	2.49%
	\$ 89.52	\$ 87.15	2.70%	\$ 89.52	\$ 87.15	2.70%	\$ 89.52	\$ 87.15	2.70%
	\$ 20,215.08	\$ 19,411.20	4.14%	\$ 20,215.08	\$ 19,411.20	4.14%	\$ 20,215.08	\$ 19,411.20	4.14%
	10,567.68	10,720.00	-1.42%	10,567.68	10,720.00	-1.42%	10,567.68	10,720.00	-1.42%
	30,782.76	30,131.20	2.16%	30,782.76	30,131.20	2.16%	30,782.76	30,131.20	2.16%
	\$ 2,565.23	\$ 2,510.93	1.77%	\$ 2,565.23	\$ 2,510.93	1.77%	\$ 2,565.23	\$ 2,510.93	1.77%
	\$ 81.34	\$ 82.55	-1.48%	\$ 81.34	\$ 82.55	-1.48%	\$ 81.34	\$ 82.55	-1.48%
	\$ 17,002.08	\$ 16,315.20	4.21%	\$ 17,002.08	\$ 16,315.20	4.21%	\$ 17,002.08	\$ 16,315.20	4.21%
	10,567.68	10,720.00	-1.42%	10,567.68	10,720.00	-1.42%	10,567.68	10,720.00	-1.42%
	27,569.76	27,035.20	1.98%	27,569.76	27,035.20	1.98%	27,569.76	27,035.20	1.98%
	\$ 2,297.48	\$ 2,252.93	1.98%	\$ 2,297.48	\$ 2,252.93	1.98%	\$ 2,297.48	\$ 2,252.93	1.98%
	\$ 75.53	\$ 74.07	1.98%	\$ 75.53	\$ 74.07	1.98%	\$ 75.53	\$ 74.07	1.98%
Multi Residential									
	2019 Taxes	2018 Taxes	2019 vs. 2018 %	2019 Taxes	2018 Taxes	2019 vs. 2018 %	2019 Taxes	2018 Taxes	2019 vs. 2018 %
	\$ 63,638.44	\$ 60,143.40	5.81%	\$ 63,638.44	\$ 60,143.40	5.81%	\$ 63,638.44	\$ 60,143.40	5.81%
	2,987.55	3,060.00	-2.37%	2,987.55	3,060.00	-2.37%	2,987.55	3,060.00	-2.37%
	66,625.99	63,203.40	5.33%	66,625.99	63,203.40	5.33%	66,625.99	63,203.40	5.33%
	\$ 3,495.04	\$ 3,495.04	0.00%	\$ 3,495.04	\$ 3,495.04	0.00%	\$ 3,495.04	\$ 3,495.04	0.00%
	(92.45)	(92.45)	0.00%	(92.45)	(92.45)	0.00%	(92.45)	(92.45)	0.00%
	3,402.59	3,402.59	0.00%	3,402.59	3,402.59	0.00%	3,402.59	3,402.59	0.00%
	\$ 47,385.35	\$ 43,916.40	7.90%	\$ 47,385.35	\$ 43,916.40	7.90%	\$ 47,385.35	\$ 43,916.40	7.90%
	2,987.55	3,060.00	-2.37%	2,987.55	3,060.00	-2.37%	2,987.55	3,060.00	-2.37%
	50,362.80	46,976.40	7.19%	50,362.80	46,976.40	7.19%	50,362.80	46,976.40	7.19%
	\$ 4,186.08	\$ 3,914.70	6.92%	\$ 4,186.08	\$ 3,914.70	6.92%	\$ 4,186.08	\$ 3,914.70	6.92%
	\$ 137.95	\$ 128.70	7.25%	\$ 137.95	\$ 128.70	7.25%	\$ 137.95	\$ 128.70	7.25%

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City of Belleville
2019 Tax Rates
Schedule D
Table 2
Area:

Rates by Area
Cannifton Urban (2)
Cannifton Urban

Property Class	Description	Taxable Assessment	Cure	Debt	Fire	Police	Streets/Lights	Municipal	Total Municipal	Education	Total Tax Rate	Total
RT	Residential/Term	\$ 41,934,217	\$ 0.00000000	\$ 0.00000000	\$ 0.00184540	\$ 0.00280382	\$ 0.00012261	\$ 0.01408199	\$ 0.00483880	\$ 0.00161000	\$ 0.01567199	\$ 687,199
RD	Residential/farm Education Only (Various Service Code)	0	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00161000	0.00161000	0
CT/GT	Commercial Taxable	12,896,452	\$ 0.01786205	\$ 0.00016991	\$ 0.00354154	\$ 0.00639088	\$ 0.00023530	\$ 0.02688668	\$ 0.00932463	\$ 0.01200000	\$ 0.01988668	514,397
CU	Commercial Education Only (Various Service Code)	0	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.01200000	0.01200000	0
CD	Commercial Excess	46,470	\$ 0.01238343	\$ 0.00011694	\$ 0.00247928	\$ 0.00376681	\$ 0.00016471	\$ 0.01890087	\$ 0.00652724	\$ 0.01200000	\$ 0.01200000	1,208
CX	Commercial Vacant	2,811,795	\$ 0.01238343	\$ 0.00011694	\$ 0.00247928	\$ 0.00376681	\$ 0.00016471	\$ 0.01890087	\$ 0.00652724	\$ 0.01200000	\$ 0.01200000	83,948
JT/NT/ST	Commercial New Construction (Full)	12,786,300	\$ 0.01238343	\$ 0.00011694	\$ 0.00247928	\$ 0.00376681	\$ 0.00016471	\$ 0.01890087	\$ 0.00652724	\$ 0.01200000	\$ 0.01200000	476,759
XU/XX/UY/UZ	Commercial New Construction Excess/Vacant Land	583,700	\$ 0.01238343	\$ 0.00011694	\$ 0.00247928	\$ 0.00376681	\$ 0.00016471	\$ 0.01890087	\$ 0.00652724	\$ 0.01200000	\$ 0.01200000	16,137
DT	Office Building	0	\$ 0.01786205	\$ 0.00016991	\$ 0.00354154	\$ 0.00639088	\$ 0.00023530	\$ 0.02688668	\$ 0.00932463	\$ 0.01200000	\$ 0.01200000	0
ST	Shopping Centre	42,709,040	\$ 0.01786205	\$ 0.00016991	\$ 0.00354154	\$ 0.00639088	\$ 0.00023530	\$ 0.02688668	\$ 0.00932463	\$ 0.01200000	\$ 0.01200000	1,703,522
SU	Shopping Centre Excess	485,549	\$ 0.01238343	\$ 0.00011694	\$ 0.00247928	\$ 0.00376681	\$ 0.00016471	\$ 0.01890087	\$ 0.00652724	\$ 0.01200000	\$ 0.01200000	42,108
IT	Industrial Taxable	72,233,297	\$ 0.02210028	\$ 0.00020574	\$ 0.00442685	\$ 0.00672917	\$ 0.00028426	\$ 0.03374878	\$ 0.01166112	\$ 0.01200000	\$ 0.04664878	95,529
IU	Industrial Excess	9,100	\$ 0.01435688	\$ 0.00013568	\$ 0.00287892	\$ 0.00437396	\$ 0.00019127	\$ 0.02193671	\$ 0.00757973	\$ 0.01064250	\$ 0.02257921	296
IX	Industrial Vacant	251,500	\$ 0.01435688	\$ 0.00013568	\$ 0.00287892	\$ 0.00437396	\$ 0.00019127	\$ 0.02193671	\$ 0.00757973	\$ 0.01064250	\$ 0.02257921	8,184
JT/NT/ST	Industrial New Construction (Full)	0	\$ 0.02210028	\$ 0.00020574	\$ 0.00442685	\$ 0.00672917	\$ 0.00028426	\$ 0.03374878	\$ 0.01166112	\$ 0.01200000	\$ 0.04664878	0
JU/XX/XX	Industrial New Construction Excess/Vacant Land	0	\$ 0.01435688	\$ 0.00013568	\$ 0.00287892	\$ 0.00437396	\$ 0.00019127	\$ 0.02193671	\$ 0.00757973	\$ 0.01064250	\$ 0.02257921	0
LT	Large Industrial Taxable	0	\$ 0.02210028	\$ 0.00020574	\$ 0.00442685	\$ 0.00672917	\$ 0.00028426	\$ 0.03374878	\$ 0.01166112	\$ 0.01200000	\$ 0.04664878	0
LU	Large Industrial Excess	0	\$ 0.01435688	\$ 0.00013568	\$ 0.00287892	\$ 0.00437396	\$ 0.00019127	\$ 0.02193671	\$ 0.00757973	\$ 0.01064250	\$ 0.02257921	0
MT	MU-residential	2,308,425	\$ 0.02210028	\$ 0.00020574	\$ 0.00442685	\$ 0.00672917	\$ 0.00028426	\$ 0.03374878	\$ 0.01166112	\$ 0.01200000	\$ 0.04664878	104,079
NT	MU-residential New Construction	0	\$ 0.02210028	\$ 0.00020574	\$ 0.00442685	\$ 0.00672917	\$ 0.00028426	\$ 0.03374878	\$ 0.01166112	\$ 0.01200000	\$ 0.04664878	0
PT	Parklands	0	\$ 0.01156655	\$ 0.00010732	\$ 0.00227718	\$ 0.00345086	\$ 0.00015126	\$ 0.01733222	\$ 0.00936656	\$ 0.01102646	\$ 0.02838170	0
FT	Farmwide	244,950	\$ 0.02230080	\$ 0.00021174	\$ 0.00461536	\$ 0.00707096	\$ 0.00033065	\$ 0.03051559	\$ 0.00731470	\$ 0.00402500	\$ 0.03191800	960
TT	Managed Forest	244,950	\$ 0.02230080	\$ 0.00021174	\$ 0.00461536	\$ 0.00707096	\$ 0.00033065	\$ 0.03051559	\$ 0.00731470	\$ 0.00402500	\$ 0.03191800	960
		\$ 116,720,889										\$ 3,570,249
PILS	Residential/farm PIL - General Municipal Only	0	\$ 0.00000000	\$ 0.00000000	\$ 0.00184540	\$ 0.00280382	\$ 0.00012261	\$ 0.01408199	\$ 0.00483880	\$ 0.00161000	\$ 0.01567199	0
RH	Residential/farm PIL - Shared	0	\$ 0.00000000	\$ 0.00000000	\$ 0.00184540	\$ 0.00280382	\$ 0.00012261	\$ 0.01408199	\$ 0.00483880	\$ 0.00161000	\$ 0.01567199	0
CFMF	Commercial PIL - Full	145,500	\$ 0.01786205	\$ 0.00016991	\$ 0.00354154	\$ 0.00639088	\$ 0.00023530	\$ 0.02688668	\$ 0.00932463	\$ 0.01200000	\$ 0.01200000	5,804
CFXG/GG	Commercial PIL - General Municipal Only	240,749	\$ 0.01786205	\$ 0.00016991	\$ 0.00354154	\$ 0.00639088	\$ 0.00023530	\$ 0.02688668	\$ 0.00932463	\$ 0.01200000	\$ 0.01200000	6,787
CH	Commercial PIL - Full Shared	0	\$ 0.01786205	\$ 0.00016991	\$ 0.00354154	\$ 0.00639088	\$ 0.00023530	\$ 0.02688668	\$ 0.00932463	\$ 0.01200000	\$ 0.01200000	0
CZ	Commercial PIL - General Vacant Land Municipal Only	0	\$ 0.01238343	\$ 0.00011694	\$ 0.00247928	\$ 0.00376681	\$ 0.00016471	\$ 0.01890087	\$ 0.00652724	\$ 0.01200000	\$ 0.01200000	0
CJ	Commercial Vacant PIL - Shared	0	\$ 0.01238343	\$ 0.00011694	\$ 0.00247928	\$ 0.00376681	\$ 0.00016471	\$ 0.01890087	\$ 0.00652724	\$ 0.01200000	\$ 0.01200000	0
CY	Commercial Vacant PIL - Full	0	\$ 0.01238343	\$ 0.00011694	\$ 0.00247928	\$ 0.00376681	\$ 0.00016471	\$ 0.01890087	\$ 0.00652724	\$ 0.01200000	\$ 0.01200000	0
HF	Landfill - Full	0	\$ 0.00967724	\$ 0.00009140	\$ 0.01593825	\$ 0.00254542	\$ 0.00017854	\$ 0.01477774	\$ 0.00510590	\$ 0.01200000	\$ 0.02767774	0
XP	Commercial New C PIL - Full Prov. Tenant	0	\$ 0.01786205	\$ 0.00016991	\$ 0.00354154	\$ 0.00639088	\$ 0.00023530	\$ 0.02688668	\$ 0.00932463	\$ 0.01200000	\$ 0.01200000	0
XQ/XR	Commercial New C PIL - Excess Land Prov. Tenant	0	\$ 0.01238343	\$ 0.00011694	\$ 0.00247928	\$ 0.00376681	\$ 0.00016471	\$ 0.01890087	\$ 0.00652724	\$ 0.01200000	\$ 0.01200000	0
IH	Industrial PIL - Shared	398,259	\$ 0.02210028	\$ 0.00020574	\$ 0.00442685	\$ 0.00672917	\$ 0.00028426	\$ 0.03374878	\$ 0.01166112	\$ 0.01200000	\$ 0.04664878	12,570
IJ	Industrial Vacant PIL - Shared	0	\$ 0.01435688	\$ 0.00013568	\$ 0.00287892	\$ 0.00437396	\$ 0.00019127	\$ 0.02193671	\$ 0.00757973	\$ 0.01064250	\$ 0.02257921	0
JN	Industrial New C PIL - Non-GS Shared	0	\$ 0.02210028	\$ 0.00020574	\$ 0.00442685	\$ 0.00672917	\$ 0.00028426	\$ 0.03374878	\$ 0.01166112	\$ 0.01200000	\$ 0.04664878	0
JP	Industrial New C PIL - Full Prov. Tenant	0	\$ 0.02210028	\$ 0.00020574	\$ 0.00442685	\$ 0.00672917	\$ 0.00028426	\$ 0.03374878	\$ 0.01166112	\$ 0.01200000	\$ 0.04664878	0
JQLR	Industrial New C PIL - Excess Land Prov. Tenant	0	\$ 0.01435688	\$ 0.00013568	\$ 0.00287892	\$ 0.00437396	\$ 0.00019127	\$ 0.02193671	\$ 0.00757973	\$ 0.01064250	\$ 0.02257921	0
JS	Industrial New C PIL - Generating Shared	0	\$ 0.02210028	\$ 0.00020574	\$ 0.00442685	\$ 0.00672917	\$ 0.00028426	\$ 0.03374878	\$ 0.01166112	\$ 0.01200000	\$ 0.04664878	0
		\$ 356,250										\$ 12,570
		\$ 117,117,139										\$ 3,582,819.15

Copy of 2019 Tax Rate Model April 14 with revised 2019 Education rates.xlsx Cannifton Urban

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City of Edmonton
2019 Tax Rates
Schedule D
Table: Area
Area: Commercial Rural (3)

Property Class	Description	Taxable Assessment	City		County		Municipality		Total Municipal	Total	Description	Total Municipal	Total	Summary of Items (Municipal)				Total
			Rate	Amount	Rate	Amount	Rate	Amount						Rate	Amount	Rate	Amount	
RT	Residential - Single Detached	350,574,210	0.00071482	2,502,279	0.00069864	0.00000000	0.00000000	0.00000000	0.00000000	0.01468208	5,091,458	5,091,458	0.01468208	5,091,458	0.01468208	5,091,458	5,091,458	5,091,458
RD	Residential - Detached	395,304,215	0.00071482	2,811,458	0.00069864	0.00000000	0.00000000	0.00000000	0.00000000	0.01468208	5,302,916	5,302,916	0.01468208	5,302,916	0.01468208	5,302,916	5,302,916	5,302,916
ED	Commercial - Education Only	884,425	0.00000000	0	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0	0	0.00000000	0	0.00000000	0	0	0
CU	Commercial - University	2,944,910	0.00000000	0	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0	0	0.00000000	0	0.00000000	0	0	0
CV	Commercial - Vacant	14,425,345	0.00000000	0	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0	0	0.00000000	0	0.00000000	0	0	0
AWMVF001	Commercial - High Capacity	384,840	0.00000000	0	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0	0	0.00000000	0	0.00000000	0	0	0
AWMVF002	Commercial - High Capacity	181,300	0.00000000	0	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0	0	0.00000000	0	0.00000000	0	0	0
ST	Strata - Condo	181,300	0.00000000	0	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0	0	0.00000000	0	0.00000000	0	0	0
SI	Strata - Single Unit	181,300	0.00000000	0	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0	0	0.00000000	0	0.00000000	0	0	0
IT	Industrial - General	5,901,425	0.00071482	42,187	0.00069864	0.00000000	0.00000000	0.00000000	0.00000000	0.01468208	162,117	162,117	0.01468208	162,117	0.01468208	162,117	162,117	162,117
IX	Industrial - Light	1,388,300	0.00071482	9,900	0.00069864	0.00000000	0.00000000	0.00000000	0.00000000	0.01468208	10,000	10,000	0.01468208	10,000	0.01468208	10,000	10,000	10,000
JTMARK	Industrial - New Construction	128,800	0.00000000	0	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0	0	0.00000000	0	0.00000000	0	0	0
LU	Large Industrial - General	7,226,300	0.00071482	51,600	0.00069864	0.00000000	0.00000000	0.00000000	0.00000000	0.01468208	163,700	163,700	0.01468208	163,700	0.01468208	163,700	163,700	163,700
MT	Municipal - General	0	0.00000000	0	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0	0	0.00000000	0	0.00000000	0	0	0
PT	Population	0	0.00000000	0	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0	0	0.00000000	0	0.00000000	0	0	0
FT	Fire - General	1,444,844	0.00000000	0	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0	0	0.00000000	0	0.00000000	0	0	0
TT	Transit - General	1,444,844	0.00000000	0	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0	0	0.00000000	0	0.00000000	0	0	0
RG	Recreation - General	0	0.00000000	0	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0	0	0.00000000	0	0.00000000	0	0	0
RH	Recreation - High Capacity	0	0.00000000	0	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0	0	0.00000000	0	0.00000000	0	0	0
CFAF	Commercial - Full	0	0.00000000	0	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0	0	0.00000000	0	0.00000000	0	0	0
CGGDOG	Commercial - General	0	0.00000000	0	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0	0	0.00000000	0	0.00000000	0	0	0
CH	Commercial - High Capacity	0	0.00000000	0	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0	0	0.00000000	0	0.00000000	0	0	0
CZ	Commercial - Vacant	0	0.00000000	0	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0	0	0.00000000	0	0.00000000	0	0	0
CJ	Commercial - Vacant - Full	0	0.00000000	0	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0	0	0.00000000	0	0.00000000	0	0	0
CP	Commercial - Vacant - Full	0	0.00000000	0	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0	0	0.00000000	0	0.00000000	0	0	0
XP	Commercial - Vacant - Full	0	0.00000000	0	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0	0	0.00000000	0	0.00000000	0	0	0
XQXR	Commercial - Vacant - Full	0	0.00000000	0	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0	0	0.00000000	0	0.00000000	0	0	0
IH	Industrial - High Capacity	0	0.00000000	0	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0	0	0.00000000	0	0.00000000	0	0	0
IM	Industrial - Medium Capacity	0	0.00000000	0	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0	0	0.00000000	0	0.00000000	0	0	0
IP	Industrial - Low Capacity	0	0.00000000	0	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0	0	0.00000000	0	0.00000000	0	0	0
JCAR	Industrial - New Construction	0	0.00000000	0	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0	0	0.00000000	0	0.00000000	0	0	0
JS	Industrial - New Construction	0	0.00000000	0	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	0	0	0.00000000	0	0.00000000	0	0	0

City of 2019 Tax Rates Report April 1, 2019 updated 2018 Evaluation (RHS) (see Attachment 1)

09/20/2018 11:37:44 AM

THE CORPORATION OF THE CITY OF BELLEVILLE

BY-LAW NUMBER 2019-77

A BY-LAW TO ESTABLISH EDUCATION TAX RATES TO BE LEVIED FOR 2019

WHEREAS it is necessary for the Corporation of the City of Belleville to establish tax rates for school board purposes as prescribed by the Province of Ontario (hereinafter referred to as the "Province") pursuant to Section 257.12.1(1) of the Education Act, R.S.O. 1990, c.E.2, as amended (hereinafter referred to as the "Education Act") and the Regulation 400/98, as amended by 98/06 passed under the Education Act;

AND WHEREAS all property assessment rolls on which the 2019 taxes are to be levied have been returned and revised pursuant to the provisions of the Assessment Act, R.S.O. 1990, c.A.31, as amended (hereinafter referred to as the "Assessment Act"), subject to appeals at present before the Assessment Review Board, the Ontario Municipal Board and the District Court;

AND WHEREAS the "Residential Assessment", "New Multi-Residential Assessment", "Multi-Residential Assessment", "New Commercial Construction Assessment", "Commercial Assessment", "Landfill Assessment", "New Industrial Construction Assessment", "Industrial Assessment", "Farm Assessment", "Pipeline Assessment", and "Managed Forests Assessment" and the applicable subclasses pursuant to Section 7 of the Assessment Act have been determined on the basis of the aforementioned property assessment rolls;

AND WHEREAS tax rate reductions and tax ratios for prescribed property subclasses on the aforementioned property for the 2019 taxation year have been set out in By-Law No. 2019-74 of the City of Belleville dated the 30th day of April, 2019;

NOW, THEREFORE, THE COUNCIL OF THE CORPORATION OF THE CITY OF BELLEVILLE ENACTS AS FOLLOWS:

- 1) **THAT** for the year 2019, the City of Belleville shall levy upon the taxable assessment and applicable subclasses the tax rates for school board purposes set out in Schedule "A".

THIS BY-LAW SHALL COME INTO FORCE AND TAKE EFFECT IMMEDIATELY ON AND AFTER THE PASSING THEREOF.

Read a first time this 30th day of April, 2019.

Read a second time this 30th day of April, 2019.

Read a third time and finally passed this 30th day of April, 2019.

MITCH PANCIUK, MAYOR

MATT MACDONALD CITY CLERK

Schedule "A" to By-Law No. 2019- 7 7

Property Class	Description	2019 Education
<u>Taxable</u>		
RT	Residential/farm	\$ 0.00161000
RD	Residential/farm Education Only (Veteran Service Clubs)	\$ 0.00161000
CT	Commercial Taxable	\$ 0.01290000
CD	Commercial Education Only (Veteran Service Clubs)	\$ 0.01290000
CU	Commercial Excess	\$ 0.01096500
CX	Commercial Vacant	\$ 0.01096500
XT/YT/ZT	Commercial New Construction (Full)	\$ 0.01030000
XU/XX/YU/ZU	Commercial New Construction Excess/Vacant Land	\$ 0.00875500
DT	Office Building	\$ 0.01290000
DU	Office Building Excess	\$ 0.01096500
ST	Shopping Centre	\$ 0.01290000
SU	Shopping Centre Excess	\$ 0.01096500
IT	Industrial Taxable	\$ 0.01290000
IU	Industrial Excess	\$ 0.01064250
IX	Industrial Vacant	\$ 0.01064250
JT/KH/KT	Industrial New Construction (Full)	\$ 0.01030000
JU/JXKUKX	Industrial New Construction Excess/Vacant Land	\$ 0.00849750
LT	Large Industrial Taxable	\$ 0.01290000
LU	Large Industrial Excess	\$ 0.01064250
MT	Multi-residential	\$ 0.00161000
NT	Multi-residential New Construction	\$ 0.00161000
PT	Pipelines	\$ 0.01152948
FT	Farmlands	\$ 0.00040250
TT	Managed Forest	\$ 0.00040250
<u>PILS</u>		
RG	Residential/farm PIL - General Municipal Only	-
RH	Residential/farm PIL - Shared	0.00161000
CF/HF	Commercial PIL - Full	0.01290000
CG/GG	Commercial PIL - General Municipal Only	-
CH	Commercial PIL - Full Shared	0.01290000
CZ	Commercial PIL - General Vacant Land Municipal Only	-
CJ	Commercial Vacant PIL - Shared	0.01096500
CY	Commercial Vacant PIL - Full	0.01096500
HF	Landfill - Full	0.01290000
XP	Commercial New C PIL - Full Prov Tenant	0.01030000
XQ/XR	Commercial New C PIL - Excess Land Prov Tenant	0.00875500
IH	Industrial PIL - Shared	0.01290000
IJ	Industrial Vacant PIL - Shared	0.01064250
JN	Industrial New C PIL - Non-GS Shared	0.01030000
JP	Industrial New C PIL - Full Prov Tenant	0.01030000
JQ/JR	Industrial New C PIL - Excess Land Prov Tenant	0.00849750
JS	Industrial New C PIL - Generating Shared	0.01030000

THE CORPORATION OF THE CITY OF BELLEVILLE

BY-LAW NUMBER 2019-78

A BY-LAW TO PROVIDE FOR THE LEVY AND COLLECTION OF SPECIAL CHARGES IN RESPECT OF BUSINESS IMPROVEMENT AREAS FOR 2019

WHEREAS subsection 208 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides that the council of a municipality shall in each year levy a special charge upon rateable property in a business improvement area which has been designated under subsection 204; that is in a prescribed business property class sufficient to provide a sum equal to the sum of money provided for the purposes of the board of management for that area, together with interest on the sum at such rate as is required to repay any interest payable by the municipality on the whole or any part of such sum;

AND WHEREAS City of Belleville By-law Number 9275 designated an improvement area within the downtown area of the City of Belleville, and which by-law was subsequently approved by the Ontario Municipal Board by Order made the 1st day of September, 1972;

AND WHEREAS City of Belleville By-law Number 9290 dated the 24th day of September, 1972 established a Board of Management for the Belleville Downtown Improvement Area.

AND WHEREAS the Council has approved the estimates of the Board of Management of the said Belleville Downtown Improvement Area for the year 2019 in the sum of \$275,000.

NOW, THEREFORE, THE COUNCIL OF THE CORPORATION OF THE CITY OF BELLEVILLE ENACTS AS FOLLOWS:

- 1) **THAT** there shall be levied and collected for the purposes of the Board of Management of the Belleville Downtown Improvement Area the amounts calculated for each prescribed business property class and subclass set out in Column I, on the assessment of real property in a prescribed business property class rateable for such purposes as set out in Column II, the special charge rate set out in Column III which shall produce the total special charges for the Belleville Downtown Improvement Area set out in Column IV:

Column I (Prescribed Business Class/Subclass)	Column II (Rateable Assessment in Prescribed Business Class/Subclass)	Column III (Special Charge Rate)	Column IV (Total Special Charge)
CT/ST/GT/DT – Commercial	\$44,516,853	0.0061573	\$274,102.42
CU – Commercial Unoccupied		0.0043101	\$897.58
CX – Commercial Vacant Land	\$208,250	0.0043101	
IT – Industrial		0.0077001	
Total	\$44,725,103		\$275,000

- 2) **THAT** the said special charge shall be entered upon the collector's roll and shall be collected in the same manner and with the same remedies as all taxes levied pursuant to City of Belleville By-Law No. 2019-74.

THIS BY-LAW SHALL COME INTO FORCE AND TAKE EFFECT IMMEDIATELY ON AND AFTER THE PASSING THEREOF.

Read a first time this 30th day of April, 2019.

Read a second time this 30th day of April, 2019.

Read a third time and finally passed this 30th day of April, 2019.

MITCH PANCIUK, MAYOR

MATT MACDONALD, CITY CLERK

THE CORPORATION OF THE CITY OF BELLEVILLE

BY-LAW NUMBER 2019-79

A BY-LAW TO PROVIDE A TAX RELIEF TO CERTAIN ONTARIO DISABILITY SUPPORT PROGRAM RECIPIENTS WHO ARE OWNERS OF RESIDENTIAL CLASS PROPERTY IN THE CITY OF BELLEVILLE

WHEREAS Section 365 of the “Municipal Act, 2001”, S.O. 2001, c25, provides that the Council of a local municipality may, in any year, pass a by-law to provide for the cancellation, reduction or refund of taxes levied for local municipal and school purposes in the year by the Council in respect of an eligible property of any person who makes an application in that year to the municipality for that relief and whose taxes are considered by the Council to be unduly burdensome as defined in the by-law:

AND WHEREAS Council of the City of Belleville resolves that a portion of taxes levied on certain ODSP recipients is unduly burdensome.

NOW, THEREFORE, THE COUNCIL OF THE CORPORATION OF THE CITY OF BELLEVILLE ENACTS AS FOLLOWS:

1. Interpretation Rules:

- a) Wherever the by-law refers to a person or thing with reference to gender or the gender neutral the intention is to read the by-law with the gender applicable to the circumstances.
- b) References to items in the plural include the singular, as applicable.
- c) Statutes: Specific reference to laws in this by-law are printed in italic font and are meant to refer to the current laws applicable within the Province of Ontario as at the time the by-law was enacted. For provincial laws, the reference is to the relevant chapter of the R.S.O. 1990 edition, as amended from time to time including successor legislation.
- d) 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 will be considered to be severed for the balance of the by-law, which will continue to operate in full force.

2. Definitions:

- a) “City” means the Corporation of the City of Belleville.
- b) “ODSP” means the Ontario Disability Support Program.
- c) “ODSP Recipient” means a person who is in receipt of benefits paid under the Ontario Disability Support Program Act, 1997.
- d) “Eligible Person” means an ODSP recipient who occupies eligible property.

- e) "Eligible Property" means a single family dwelling unit located in the City that is utilized as a principal residence and owned by the eligible person(s) or their spouse as of August 31st of the year for which a tax credit is being applied.
 - f) "Eligible amount: for 2019 is \$500. For subsequent tax years, this amount will be determined as part of the annual budget process.
 - g) "Owner" means a person assessed as the owner of residential real property, and includes an owner within the meaning of the *Condominium Act*.
 - h) "Applicant" means an owner of eligible property who applies for property tax relief pursuant to this by-law and who is an eligible person, or who has a spouse who is an eligible person.
 - i) "Spouse" means either of two persons who:
 - a) are married to each other; or
 - b) are cohabitating in a conjugal relationship, if the two persons:
 - (i) have cohabitated together for a continuous period of at least one year; or
 - (ii) are together the natural or adoptive parents of a child; or
 - (iii) have together entered into a cohabitation agreement under Section 63 of the Family Law Act.
3. Tax relief granted to an applicant pursuant to this by-law shall be in the form of an outright cancellation of the annual eligible amount, provided that:
- a) the eligible person occupies the eligible property in respect of which real property tax relief is being sought as his or her principal residence; and
 - b) the eligible person or the spouse of the eligible person, or both, is or are the owners of this eligible property; and
 - c) the eligible person is receiving the maximum Shelter Allowance under the ODSP program.
4. No tax relief granted pursuant to this by-law shall be allowed to an eligible person or their spouse in respect of more than one (1) single family dwelling unit in any year and the residence must be solely classified in the Residential tax classification.
5. An applicant shall apply to the City for tax relief for the current year on a form prescribed by the Finance Department, which application shall be signed by the applicant and submitted to the Manager of Revenue & Taxation or his or her Designate, prior to the deadline indicated on the prescribed form for the current taxation year.
6. The Manager of Revenue & Taxation of the City, or his or her Designate shall review each application received under this by-law to determine whether the applicant or the applicant's spouse is an eligible person, and whether the property for which the tax relief is sought is an eligible property. Where eligibility has been determined, the Manager of Taxation

& Revenue of the City or his or her Designate shall grant the application for tax relief.

7. The Manager of Revenue & Taxation of the City, or his or her Designate, may at any time, request that an applicant provide such additional information or documentation as may be required to determine eligibility for tax relief pursuant to this by-law.
8. The determination of the Manager of Revenue & Revenue of the City, or his or her Designate, as to the eligibility of the applicant or applicant's spouse and the eligibility of the property, shall be final.
9. Owners receiving a cancellation of taxes through this program, who subsequently sell their property, are required to reimburse the City for the unused portion of the annual amount for the year in which the sale took place.
10. The application form referred to in Section 6 shall be similar to the attached Appendix "A".

THIS BY-LAW SHALL COME INTO FORCE AND TAKE EFFECT IMMEDIATELY ON AND AFTER THE PASSING THEREOF.

Read a first time this 30th day of April, 2019.

Read a second time this 30th day of April, 2019.

Read a third time and finally passed this 30th day of April, 2019

MITCH PANCIUK, MAYOR

MATT MACDONALD, CITY CLERK



City of Belleville
Finance Department/Taxation
169 Front Street Belleville, ON K8N 2Y8

Page 1 of 2

Dear Taxpayer:

Re: 2019 Application for ODSP (Ontario Disability Support Program) Property Tax Credit

You can apply for the ODSP Property Tax Credit for 2019 by mailing or delivering the attached application to City Hall at the address noted on the application form. If you qualify, please complete the attached application form, date and sign Section 7. Remember to include the documentation referenced in Section 4.

1. Applicant must solely own and occupy this property as their principal residence.
2. Application Deadline is August 31st, 2019.
3. Applicant must be receiving ODSP benefits and must provide proof of the maximum monthly shelter allowance.
4. Applications must be made on a yearly basis.
5. Approved applicants will receive a \$500.00 credit, which the City will apply towards the September tax instalment. The applicant is able to claim the total 2019 taxes as billed on the applicant's income tax.
6. For further information please contact the City of Belleville's Taxation Department at 613-967-3200 ext 3226 or 3248.

Yours Truly,

Susan Howard, CMTP, AMCT Manager of Revenue and Taxation



City of Belleville

Application for \$500 ODSP Property Tax Credit for the year 2019

(For Tax Department use ONLY)

ROLL NUMBER: _____ Amount (\$500.00) Year 2019

Full Name of Applicant: _____
(Owner of the Property)

Spouse's Full Name: _____
(If Applicable)

Applicant (Date of Birth) dd/mm/yy _____

Spouse's (Date of Birth) dd/mm/yy _____

If you, the applicant, can answer YES to the following Questions 1 through 6, then sign (or have your agent sign) and date Section 7. This application can then be delivered in person or by mail to the Tax Department (Mailing address below) by August 31, 2019. **Applications cannot be accepted electronically.**
(Please circle your answers to the questions below.)

Number	Question	Yes	No
1.	Do you and your spouse (if applicable) solely own this property as your principle residence?	Yes	No
2.	If you are an ODSP recipient, do you occupy this property as Your principal residence?	Yes	No
3.	If your spouse is an ODSP recipient, does your spouse occupy This property as his or her principal residence?	Yes	No
4.	If you are the applicant or their spouse, are you receiving ODSP benefits, and if so attach required documentation. Please attach either a cheque stub or a copy of your latest direct bank deposit (DBD) statement from your most recent payment.	Yes	No
5.	Are you currently receiving the maximum monthly shelter allowance?	Yes	No
6.	Is this the only property for which you or your spouse (if applicable) have completed an application for the 2019 Credit?	Yes	No
7.	I, the (Applicant) (Agent for the Applicant), declare that I can answer to Question 1 through 6 above, and I certify the above information to be true.	Yes	No

Date of Application: _____ Signature of Applicant: _____

Personal information on this form is collected under the authority of the Municipal Act 2001, SO 2001, c25 and will be used to process your ODSP Tax Credit application. Questions about the collection of this personal information should be directed to the Manager of Revenue and Taxation, Taxation Department, 169 Front Street, Belleville, ON

THE CORPORATION OF THE CITY OF BELLEVILLE

BY-LAW NUMBER 2019-80

A BY-LAW TO PROVIDE A TAX CREDIT PROGRAM TO CERTAIN SENIOR RESIDENTS IN THE CITY OF BELLEVILLE

WHEREAS Section 365 of the “Municipal Act, 2001”, S.O. 2001, c25, provides that the Council of a local municipality may, in any year, pass a by-law to provide for the cancellation, reduction or refund of taxes levied for local municipal and school purposes in the year by the Council in respect of an eligible property of any person who makes an application in that year to the municipality for that relief and whose taxes are considered by the Council to be unduly burdensome as defined in the by-law:

AND WHEREAS Council of the City of Belleville resolves that a portion of taxes on certain Senior Residents is unduly burdensome;

NOW, THEREFORE, THE COUNCIL OF THE CORPORATION OF THE CITY OF BELLEVILLE ENACTS AS FOLLOWS:

1. Interpretation Rules:

- a) Wherever the By-law refers to a person or thing with reference to gender or the gender neutral the intention is to read the By-law with the gender applicable to the circumstances.
- b) References to items in the plural include the singular, as applicable.
- c) Statutes: Specific reference to laws in this by-law are printed in italic font and are meant to refer to the current laws applicable within the Province of Ontario as at the time the by-law was enacted. For provincial laws, the reference is to the relevant chapter of the R.S.O. 1990 edition, as amended from time to time including successor legislation.
- d) 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 will be considered to be severed for the balance of the By-law, which will continue to operate in full force.

2. Definitions:

- a) “City” means the Corporation of the City of Belleville.
- b) “Council” means the elected municipal Council of the City of Belleville.

By-Law No. 2019-80

- c) "Low-Income senior" means a person who has attained the age of sixty-five (65) years on or before December 31st in the year immediately preceding the current taxation year and who is receiving a monthly guaranteed income supplement under Part II of the Old Age Security Act, (Canada)
 - d) "Eligible Person" means a low-income senior who occupies eligible property.
 - e) "Eligible Property" means a single family dwelling unit located in the City that is utilized as a principal residence and owned by the eligible person(s) or their spouse as of August 31st of the year for which a tax credit is being applied.
3. "Eligible amount: for 2019 is \$500. For subsequent tax years, this amount will be determined as part of the annual budget process.
- a) "Owner" means a person assessed as the owner of residential real property, and includes an owner within the meaning of the *Condominium Act*.
 - h) "Applicant" means an owner of eligible property who applies for property tax relief pursuant to this by-law and who is an eligible person, or who has a spouse who is an eligible person.
 - i) "Spouse" means either of two persons who:
 - a) are married to each other; or
 - b) are cohabitating in a conjugal relationship, if the two persons:
 - (i) have cohabitated together for a continuous period of at least one year; or
 - (ii) are together the natural or adoptive parents of a child; or
 - (iii) have together entered into a cohabitation agreement under Section 63 of the Family Law Act.
4. That the Manager of Revenue & Taxation of the City, or his or her Designate, is authorized and directed to grant a tax credit in the eligible amount to an applicant, provided that:
- a) the applicant is an eligible person or is the spouse of an eligible person, and this eligible person occupies the eligible property in respect of which real property taxes are imposed, as his or her principal residence; and,
 - b) the applicant has been assessed as the owner of the eligible property as of the application deadline date.
4. No tax relief pursuant to this bylaw shall be granted to an eligible person or the spouse of an eligible person in respect of more than one (1) eligible property in any year.

By-Law No. 2019-80

5. An applicant shall apply to the City for tax relief for the current year on a form prescribed by the Finance Department, which application shall be signed by the applicant and submitted to the Manager of Revenue & Taxation or his or her Designate, prior to the deadline indicated on the prescribed form for the current taxation year.
6. The Manager of Revenue & Taxation of the City, or his or her Designate shall review each application received under this by-law to determine whether the applicant or the applicant's spouse is an eligible person, and whether the property for which the tax relief is sought is an eligible property. Where eligibility has been determined, the Manager of Taxation & Revenue of the City, or his or her Designate shall grant the application for tax relief.
7. The Manager of Revenue & Taxation of the City, or his or her Designate, may at any time, request that an applicant provide such additional information or documentation as may be required to determine eligibility for tax relief pursuant to this by-law.
8. The determination of the Manager of Revenue & Taxation of the City, or his or her Designate, as to the eligibility of the applicant or applicant's spouse and the eligibility of the property, shall be final.
9. Owners receiving a credit for taxes through this program, who subsequently sell their property, are required to reimburse the City for the unused portion of the annual amount for the year in which the sale took place.
10. The application form referred to in section 5 shall be similar to the attached Appendix "A".

THIS BY-LAW SHALL COME INTO FORCE AND TAKE EFFECT IMMEDIATELY ON AND AFTER THE PASSING THEREOF.

Read a first time this 30th day of April, 2019.

Read a second time this 30th day of April, 2019.

Read a third time this 30th day of April, 2019.

MITCH PANCIUK, MAYOR

MATT MACDONALD, CITY CLERK



City of Belleville

Finance Department/Taxation
169 Front Street Belleville, On
K8N 2Y8

Page 1 of 2

Dear Taxpayer:

RE: 2019 Low Income Senior Property Tax Credit Application

You can apply for the Low Income Senior Property Tax Credit for 2019 by mailing or delivering the attached application to City hall at the address noted on the application form. If you qualify, please complete the attached application form, date and sign Section 7.

Please remember to include the documentation referenced in Sections 6A and 6B.

1. Applicant must be sixty-five (65) years of age or older by December 31st, 2018.
2. Applicant must solely own this property as their principal residence.
3. Application Deadline is August 31, 2019.
4. Applicant must be in receipt of benefits for the Guaranteed Income Supplement provided under the Old Age Security Act. (Canada). Applicants must provide a copy of the 2018 Old Age Security T4A (OAS) statement with the application.
5. Applications must be made on a yearly basis.
6. Approved applicants will receive a \$500.00 credit, which the City will apply towards the September tax instalment. The applicant is able to claim the total 2019 taxes as billed on the applicant's income tax.
7. For further information please contact the City of Belleville Taxation Department at phone number 613-967-3200 ext 3226 or 3248.

Yours Truly,
Susan Howard, CMTP,
AMCT Manager of
Revenue and Taxation



City of Belleville

Application for \$500 Low income Senior Property Tax Credit for the year 2019

(For tax department use only)

Roll Number: _____ **Amount(\$500) Year(2019)**

Full Name of Applicant (Owner of Property) _____

Full Name of Spouse (If Applicable) _____

Applicant's Date of Birth: (MM-DD-YY) _____

Spouse's Date of Birth: (MM-DD-YY) _____

Municipal Address

House Number: _____ Street Name: _____

Postal Code: _____ Telephone: _____

If you, the applicant, can answer YES to the following questions 1 through 6a, please sign (or have your agent sign) and date SECTION 6b. This application can then be delivered in person or by mail to the Tax Department (Mailing address below), by August 31, 2019.

Applications cannot be accepted electronically.

Number	Question	Yes	No
1.	Do you and your spouse (if applicable) solely own this property?	Yes	No
2.	If you are receiving a Guaranteed Income Supplement under Part II of the Old Age Security (Canada), do you occupy this property as your principal residence?	Yes	No
3.	If your spouse is the Guaranteed Income Supplement recipient, does your spouse occupy this property as his or her principal residence?	Yes	No
4.	Were you 65 (sixty-five) years of age or older on December 31, 2018?	Yes	No
5.	Is this the only property for which you have completed an application for the 2019 rebate?	Yes	No
6a.	Are you receiving a Guaranteed Income Supplement under Part II of The Old Age Security (Canada)? Applicants MUST provide a copy of the 2018 Old Age Security T4A (OAS Statement) with this application.	Yes	No
6b.	What is the amount of your monthly Old Age Security Cheque, including the Guaranteed Income Supplement? Do not include the Canada Pension. Cheque Amount _____		
7.	I, the (Applicant) or (Agent for the Applicant), declare that I can answer YES to Questions 1 through 6a above, and I certify that the above information to be true.	Yes	No

I make this declaration on (use month, day, year) _____

Signature of Applicant (or Agent) _____

Personal information on this form is collected under the authority of the Municipal Act 2001, SO 2001, c25, will be used to process your Seniors Tax Credit application. Questions about the collection of this personal information only should be directed to the Manager of Revenue and Taxation, Taxation Department, **169 Front Street, Belleville, On K8N 2Y8** Phone 613-967-3200 ext 3226 or 3248 (This form is available in an alternate format upon request)

THE CORPORATION OF THE CITY OF BELLEVILLE

BY-LAW NUMBER 2019-81

A BYLAW TO ESTABLISH RATES AND PROCEDURES FOR WATER AND WASTEWATER

WHEREAS the Municipal Act 2001, S.O. 2001, Chapter 25, s. 391(1) requires Council to pass a by-law to fix rates for services or activities provided;

AND WHEREAS the Municipal Act 2001, S.O. 2001, Chapter 25, s. 81 (1) and s, 81 (2) authorize a public utility to shut off the supply of water if fees and charges payable for water or wastewater services are overdue;

AND WHEREAS the Municipal Act 2001, S.O. 2001, Chapter 25, s. 398 (2), authorizes the collection of water and wastewater rates in the same manner as municipal taxes;

AND WHEREAS the Municipal Act 200, S.O. 2001, Chapter 25, s. 83 authorizes a municipality to collect reasonable security for the payment of fees and charges for the supply of the public utility;

NOW, THEREFORE, THE COUNCIL OF THE CORPORATION OF THE CITY OF BELLEVILLE ENACTS AS FOLLOWS:

PART I - Definitions:

In this By-law

1. BUILDING shall mean a structure supplied with water or wastewater services
2. CITY means The Corporation of the City of Belleville,
3. CONSUMER shall mean the owner or occupant of property which is serviced by, connected to, and who takes water from a Municipal water system and discharges waste to a wastewater system
4. CORPORATION shall mean the Corporation of the City of Belleville.
5. COUNCIL shall mean the Municipal Council of the Corporation of the City of Belleville.
6. CUSTOMER means the owner, tenant or occupant of premises who has signed a contract to receive water or wastewater services from the City of Belleville.
7. GENERAL SERVICE shall mean the applicant for water and wastewater services, the owner or occupant of and the person to whom invoices are sent for water and wastewater services supplied to any premises in which the water supplied is used directly or indirectly for or in the carrying on of any business, trade, institution or commercial undertaking.

8. METER means the water meter supplied and owned by the Municipality to measure the quantity of water used and released to the wastewater system by the consumer
9. MULTIPLE UNIT PROPERTY shall mean a single building, served by single water and wastewater service pipes and containing two or more units
10. MUNICIPALITY shall mean the Corporation of the City of Belleville.
11. OCCUPANT shall include any lessee, tenant, owner, the agent of a lessee, tenant or owner, or any person in possession of premises.
12. OWNER shall include any person or any firm or corporation that is the registered owner of the property under consideration of any agent thereof, a person entitled to a limited estate in land, a trustee in whom land is vested, a committee of the estate of a mentally incompetent person, an executor, an administrator and a guardian.
13. PREMISES shall mean the property being supplied or to be supplied with water or wastewater services and includes the portion of a multiple occupancy premises separately supplied.
14. PRODUCT METER measures the amount of water utilized in a commercial operation or production process, which is not discharged into the wastewater system.
15. SANITARY SEWER means a sewer for the collection and transmission of sewage and to which storm, surface and ground waters are not intentionally admitted;
16. SERVICE AREA means the area within and outside of the City of Belleville municipal boundaries to which water and wastewater services are provided by Belleville Water
17. SINGLE RESIDENTIAL DWELLING shall mean a single dwelling, which is freestanding, separate and detached from other main buildings or main structures, including a split-level dwelling.
18. WATER means potable water that is fit for human consumption,
19. WASTEWATER means the composite of water and water-carried wastes from residential, commercial, industrial or institutional premises or any other source

Part II - Administration:

1. The City water utility shall be operated under "the Corporation of the City of Belleville".
2. The office of the City of Belleville Water Customer Service department is located at 183 Pinnacle St. Belleville, Ontario. The customer service, billing and collections, functions reside at this location. The water treatment department is located at the City of Belleville Water Treatment Plant at 2 Sidney Street, Belleville, Ontario.
3. The administration of the water treatment, distribution, servicing and metering functions, shall be under the jurisdiction of the Environmental & Operational

Services Department of the Corporation of the City of Belleville located at 31 Wallbridge Crescent, Belleville, Ontario.

4. The administration of the water accounting, invoicing and collecting functions of the Water Customer Service department shall be under the jurisdiction of the Finance Department of the Corporation of the City of Belleville.
5. The Water Customer Service department is responsible for billing and collecting wastewater revenue for the City of Belleville.

Part III - Account Administration

1. Each consumer or his duly authorized agent who desires to receive water and wastewater services shall sign an Application for Service.
2. The water meter is the property of the City of Belleville. In accordance with Section 80 (1) of the Municipal Act, 2001, S.O. 2001, Chapter 25, the City of Belleville maintains the right to enter on the customer's premises to inspect, read, repair or replace the water meter.
3. The City of Belleville Environmental Services staff may at reasonable times, enter onto the land to inspect, repair, alter or disconnect the service pipe or equipment in accordance with Section 80 (1) of the Municipal Act, 2001, S.O. 2001, Chapter 25.
4. Water meters shall generally be read and accounts rendered monthly for General Service accounts and bi-monthly for Residential accounts. The City of Belleville may serve bills upon the customer, by delivery or mail, to an address supplied by the customer.
5. If a City of Belleville Water Customer Service representative is unable to obtain a meter reading, a Water Meter Reading Card will be left at the customer's premises for the customer to complete. Customers may also contact the Water Customer Service department at 613 966-3657 to leave a message with their meter reading. If the Water Customer Service department does not receive a meter reading before the customer's water bill is due to be processed, an estimated bill will be issued. An estimated bill will be based, where possible, on previous consumption records at the customer's location. The rules contained in this bylaw governing regular bills shall apply to estimated bills.
6. Where water is supplied to a multiple unit property and measured with a single meter, the account for the water and wastewater services shall be charged to the owner of the property.
7. Where water is supplied to a multi unit property with a single service lateral, the account for the water and wastewater shall be charged to the owner of the property. If a landlord can provide proof by way of inspection by a City of Belleville representative that the water meters to the individual units are located in a separate secured meter room not accessible by persons other than the property owner or City of Belleville staff the account for water and waste water can be charged to the

tenant. A key to the secured room must be provided to permit access to metering equipment for general maintenance or for disconnection of the service.

8. For unmetered services existing on the date this bylaw comes into effect, the account for the water and wastewater services shall be charged to the owner of the property who shall pay the monthly flat rate charges as set out in Schedule "B" of this bylaw.
 9. Where water supply to a multiple-unit property is not metered, as per paragraph 8 above, all charges for water and wastewater services will be billed to the owner at the applicable flat rate charge per month shown on Schedule "B" of this bylaw multiplied by the number of units in the property.
 10. Further to section 8 above, where a unit in an unmetered multiple-unit property is vacant, the applicable water and wastewater monthly flat rate charges shown on Schedule "B" will still apply, as the water service is deemed available.
 11. Payments on account shall be made to the City of Belleville in accordance with Schedule "B" attached hereto and forming part of this bylaw:
 - a) Bills are payable by the due date specified on the bill which is normally 30 days from the date of mailing except for final bills which are due 15 days from the date of mailing.
 - b) The following payment options are available at the date this bylaw is passed:
 - Mail
 - In person at the office at 183 Pinnacle Street, Belleville
 - Night Deposit box located at City Hall, 169 Front Street, cheques only please
 - Internet or telephone banking, all major financial institutions
 - Pre-Authorized Payment Plans
 - Equal (Budget) Plan – Provides for eleven equal payments based on the estimated annual bill plus a reconciliation payment or credit based on actual water and wastewater charges and payments to date. This plan is offered to Residential customers only.
 - Actual Payment Plan - The actual amount of the customer bill is paid on the due date directly from the customer's bank account. This plan is available to both Residential and General Service customers.
- Both plans require a signed customer authorization as well as a void cheque.

12. A Late Payment Charge, as shown in Schedule "B" of this bylaw, shall be assessed to all accounts not paid in full within 30 calendar days of the date of mailing or delivery of the customer's bill.
 - a) Additional charges may be assessed for costs associated with the continued non-payment of amounts due, including costs of additional notice and of disconnecting and reconnecting water services.
 - b) All charges and amounts imposed by this by-law and owing by the property owner have priority lien status and are a lien and charge upon the property, collectible in the same manner as taxes in accordance with Section 398 (2) of the Municipal Act 2001, S.O. 2001, Chapter 25.
13. Where it is necessary for City of Belleville staff to make a trip to the customer premises to personally collect account arrears, a Collection Charge, as shown in Schedule "B", will be assessed to the account.
14. When the occupancy of a premises changes, a Change of Occupancy charge as shown in Schedule "B" of this by-law will be levied to cover the cost of administrative work. The charge will be included on the first bill issued to the new customer.
15. When the owner requests a temporary removal of the water meter for construction purposes, their account will be charged based on the relevant labour and equipment costs.
16. The monthly Fixed Charges for providing and maintaining water and wastewater services to a property are payable in accordance with Schedule "B". In instances where the property is vacant, the water meter temporarily removed or the service otherwise disconnected, the monthly Fixed Charges shall continue to be rendered.
17. Further to section 16 above, where a rental unit is vacant, the owner will be responsible for the payment of all Fixed Charges as well as any charges for water used and wastewater discharged at the premises in accordance with Schedule B.
18. Where a water meter is damaged and must be replaced the charges shown in Schedule "B" of this bylaw will apply.
19. Where a customer's cheque is returned from a financial institution due to insufficient funds, a returned cheque charge shown on Schedule "B" of this bylaw will apply.

Part IV - Water Rates and Charges

1. Water consumed at all metered premises in the City of Belleville service area shall be charged for as indicated by the meter for each respective premises at rates, including the Monthly Fixed Charges, shown in Schedule "B" to this By-law.
2. If for any reason, a water meter is found not to be functioning properly; consumption will be estimated based on the average reading for previous months. Where the water meter is equipped with a remote register and a reading discrepancy occurs between the remote and the meter, the reading on the meter

will be utilized. Water accounts may be adjusted accordingly for a period not exceeding 2 years.

3. Wherever possible, except for water used for fire fighting purposes, or water authorized by the City of Belleville for construction or other purposes, all water used on premises within the service area of the City of Belleville, shall pass through a meter approved for use upon such premises. In addition to whatever other remedies the City may have by law in respect to infringement of this By-law, the City may, upon ascertaining that water has been used which has not passed through the meter of such premises, forthwith, without notice, shut off and stop the supply of water.
4. Pursuant to Section 83 of the Municipal Act, 2001, S.O. 2001, Chapter 25, where the customer applying for water services from the City of Belleville is not the owner of the property, a Security Deposit as shown in Schedule A of this By-law will be charged.
5. Where a bulk water carrier desires to purchase water from the City of Belleville bulk filling station, an access key will be provided and a key deposit fee as shown in Schedule B of this By-law will be charged. If the carrier has account arrears in excess of 90 days, the deposit will be applied to the balance and the access key will be deactivated.
6. If a customer omits, neglects or refuses to pay any bill rendered, whether for water, service pipes, meter, service charges or any other monies to which the City of Belleville may be entitled in respect of the water services to such premises, the City of Belleville may, after providing reasonable notice in accordance with Sections 81 (3) of the Municipal Act, 2001, S.O. 2001, Chapter 25, shut off or reduce the flow of water to the premises.
7. Water used during the construction phase of a building, prior to occupancy, is not required to be metered. The City of Belleville will charge the owner of the property a Water Building Charge as set out in Schedule "B" of this bylaw.
8. Where water service to a property has been discontinued as a result of non-payment, a Reconnection Charge as shown in Schedule "B" of this By-law will be levied against the delinquent account, in addition to the applicable Collection Charge.
9. Where the owner of a property has requested a seasonal disconnection of the water service, the account Disconnection/Reconnection charge as set out in Schedule "B" will apply

Part V - Wastewater Rates and Charges

1. Wastewater usage for all metered premises in the City of Belleville service area shall be charged for as indicated by the water meter for each respective premises at rates, including the Monthly Fixed Charges, shown in Schedule "B" to this By-law. The usage charge shall apply for all premises supplied with a connection to the wastewater system.
2. General Service Customers, who utilize water in their operations that is not discharged to the wastewater system, may apply to the Environmental & Operational Services department to have a product meter installed at their premises. The water measured by the product meter will be deducted from the total water consumption to determine periodic wastewater charges.
3. Sanitary Waste Haulers will be charged in accordance with Schedule "B" for waste delivered to the Sewage Treatment Plant.

THAT BY-LAW NUMBER 2009-209, A BY-LAW TO ESTABLISH WATER RATES AND PROCEDURES FOR BELLEVILLE WATER, IS HEREBY REPEALED.

THIS BY-LAW SHALL COME INTO FORCE AND TAKE EFFECT IMMEDIATELY ON AND AFTER THE PASSING THEREOF.

Read a first time this 30th day of **April, 2019**.

Read a second time this 30th day of **April, 2019**.

Read a third time and finally passed this 30th day of **April, 2019**.

MITCH PANCIUK

MAYOR

MATT MACDONALD

CITY CLERK

Schedule “A” to By-Law No. 2019-81

Security Deposits - Water

1. Security Deposits shall be required from the following Customers:
 - a) All Residential tenant customers who have not established a good payment record over two consecutive years with the City of Belleville Water Customer Service department
 - b) All General Service tenant customers who have not established a good payment record over three consecutive years with the City of Belleville Water Customer Service department.
 With respect to this section, the following entities will be exempt:
 - Federal, Provincial and Municipal governments
 - Chartered Banks and Trust Companies
 - c) All Residential, General Service and Bulk Water customers who have a poor payment record with the City of Belleville Water Customer Service department or from whom collection of future charges cannot be reasonably assured.
 - d) Security Deposits shall be in the form of cash, negotiable face-value securities issued by Governments, Chartered Banks or Trust Companies, or Irrevocable Letters of Credit from a Chartered Bank in a form acceptable to the City of Belleville.
2. For Residential Customers, the Security Deposit shall be as shown in Schedule “B”.
3. For General Service and Bulk Water Customers, the amount of the Security Deposit shall be equal to the estimated bill for three billing periods. Where the customer has experienced a delay in making payments, the foregoing amount may be increased to ensure adequate security to City of Belleville.
4. a) The following system will be used to evaluate a customer’s payment record:

Action	Demerit Points
Reminder Notice	1
NSF Cheque	2
Final Notice	3
Disconnection of Water Service	4

b) A good payment record is defined as follows:

Residential	No more than 6 Demerit Points accumulated over 2 consecutive years
General Service – monthly billing	No more than 18 Demerit Points accumulated over 3 consecutive years
General Service – bimonthly billing	No more than 9 Demerit Points accumulated over 3 consecutive years

5. Simple interest will be earned on all security deposits of \$100.00 or more, except those held for a period of six months or less. Interest on cash deposits will be paid at the time the deposit is refunded or applied to the account. The annual rate of interest will be reviewed and revised by the City of Belleville Water Customer Service department from time to time.
6. Security deposits will be reviewed each billing cycle and those customers with a good payment record with the Water Customer Service department, for the period defined below, will be returned:

Residential	The last consecutive 2 year period
General Service	The last consecutive 3 year period

7. Where the customer has not maintained a good payment record, the deposit will be held, and, in the event the customer discontinues services with the City of Belleville be applied to the final account.

THE CORPORATION OF THE CITY OF BELLEVILLE**Effective May 1, 2019****WATER RATES****General Service & Residential**

<i>Monthly Water Consumption (per cubic metre m³)</i>		
Metered		
First 455 cubic metres	\$	1.86
Next 22,275 cubic metres	\$	1.41
Over 22,730 cubic metres	\$	0.85
Bulk	\$	2.42
<i>Monthly Fixed Charges</i>		
Meter Size	Service	Fire Protection
5/8	\$ 24.77	\$ 5.89
3/4	\$ 24.77	\$ 5.89
1	\$ 27.25	\$ 7.81
1 1/2	\$ 39.63	\$ 15.61
2	\$ 52.02	\$ 23.45
3	\$ 76.79	\$ 39.07
4	\$ 140.95	\$ 78.13
6	\$ 235.33	\$ 136.71
8	\$ 334.42	\$ 195.36
10	\$ 446.14	\$ 271.34
<i>Monthly Flat Rate Water Charges (Service Not Metered)</i>		
City of Belleville	\$	44.86
Point Anne	\$	114.35
<i>Quarterly Water Building Charges</i>		
Single to 5 units	\$	123.52
6 units to 12 units	\$	243.84
13 units to 26 units	\$	487.67
Over 26 units	\$	975.39
<i>Other Charges</i>		
Collection Charge	\$	25.00
Reconnection Charge - regular business hours	\$	40.00
Seasonal Disconnection & Reconnection	\$	80.00
Change of Occupancy	\$	25.00
Returned Cheque (plus bank charges)	\$	30.00
Late Payment Penalty/Interest (Monthly)		1.25%
<u>Locate Services, Leak Detection & Hydrant Maintenance</u>		
Belleville General Service, per hour	\$	90.00
Outside Belleville per hour	\$	180.00
<u>Service Tap (per service)</u>		
3/4" and 1" service	\$	175.00
1 1/2" and 2" service	\$	350.00
4", 6", 8" service	\$	700.00
<i>Outside Belleville, applicable rates plus per hour travel rate</i>	\$	90.00
<u>Replace Damaged Meter</u>		
5/8 " to 1"	\$	200.00
Over 1"		Time and materials
<i>Customer Deposits</i>		
Residential	\$	215.00
General Service - based on estimated bill for 3 billing periods		
Bulk Water Key Deposit	\$	105.00

WASTEWATER RATES

General Service & Residential

Surcharge as a % of Water Charges	
<i>Applied to Water Consumption, Service and Flat Rate Charges</i>	
Residential	77.5%
General Service	
First 22,730 cubic metres	77.5%
Over 22,730 cubic metres	60%
Other Charges	
Septage Haulers, per 4,546 cubic metres, plus sampling costs	\$ 95.00
Sewer Rodding, per service	
During regular business hours	\$ 190.00
After Hours, including Weekends	\$ 380.00

THE CORPORATION OF THE CITY OF BELLEVILLE

BY-LAW NUMBER 2019-82

A BY-LAW TO APPROVE AND AUTHORIZE THE EXECUTION OF A WATERFRONT POP-UP SHOP LICENCE AGREEMENT BETWEEN THE CORPORATION OF THE CITY OF BELLEVILLE AND 2351320 ONTARIO INC. O/A DOUG'S BICYCLE

THE COUNCIL OF THE CORPORATION OF THE CITY OF BELLEVILLE ENACTS AS FOLLOWS:

1. THAT Council hereby approves and authorizes the execution of a Waterfront Pop-Up Shop Licence Agreement between The Corporation of the City of Belleville and 2351320 Ontario Inc. o/a Doug's Bicycle (a copy of which is attached as SCHEDULE "A").
2. THAT the Mayor and the Clerk are hereby authorized to execute the said Waterfront Pop-Up Shop Licence Agreement between The Corporation of the City of Belleville and 2351320 Ontario Inc. o/a Doug's Bicycle, by and on behalf of The Corporation of the City of Belleville.
3. THAT the Clerk be and is hereby authorized to affix to the said Agreement the Corporate Seal of The Corporation of the City of Belleville.

THIS BY-LAW SHALL COME INTO FORCE AND TAKE EFFECT IMMEDIATELY ON AND AFTER THE PASSING THEREOF.

Read a first time this 30th day of **April 2019**.

Read a second time this 30th day of **April 2019**.

Read a third time and finally passed this 30th day of **April 2019**.

MITCH PANCIUK

MAYOR

MATT MACDONALD

CITY CLERK

CITY OF BELLEVILLE
LICENSE AGREEMENT

Made the 24 day of April, 2019

BETWEEN:

**THE CORPORATION OF THE CITY OF
BELLEVILLE,**

(the "Licensor" or "City")

- and -

2351320 ONTARIO INC.,

(the "Licensee")

In consideration of the license fees, covenants and obligations stipulated herein the Licensor and the Licensee have agreed to enter into a License for operating a bike rental business (the "Uses") in a 9' x 12' Wood Frame pop-up shop (the "Licensed Premises") located on the lands known municipally as Victoria Park, 86 South Front St., Belleville (the "Lands").

1. GRANT OF LICENSE

- (1) The Licensor grants a license of the Licensed Premises to the Licensee:
 - (a) at the License Fee set forth in Section 2;
 - (b) for the Term set forth in Section 3; and
 - (c) subject to the conditions and in accordance with the covenants, obligations and agreements herein.

- (2) The Licensee acknowledges the condition of the Lands and wood frame pop-up shop are delivered "as is" and there will be no upgrades provided by the Licensor.
 - a) The Licensed Premises shall include the 9' x 12' structure situated on a granular base, plus a 20' x 8' storage container to be shared by at least two (2) other Licensees.

2. LICENSE FEES

- (1) License Fees means the amounts payable by the Licensee to the City pursuant to this Section and includes Additional Charges.
- (2) The Licensee covenants to pay to the City, during the Term of this License, **a monthly fee of \$300 plus applicable HST** payable monthly in advance on the first day of each month of the term.

This License Fee includes hydro costs.

Water services (supply and disposal) are the responsibility of the Licensee.

The Licensee is permitted to use the existing public washrooms, if any on the Lands for its patrons and staff in common with other Licensees, City employees, staff and members of the public.

Up to four (4) 12 seat picnic tables will be provided to the park site by the City for use by the Licensees and/or patrons in common with other Licensees, City employees and staff and members of the public.

- (3) The Licensee further covenants to pay all other sums required by this License to be paid by him and agrees that all amounts payable by the Licensee to the City or to any other party pursuant to the provisions of this License shall be deemed to be additional charges ("Additional Charges") whether or not specifically designated as such in this License.
- (4) Except as otherwise set out in this License, the City and the Licensee agree that it is their mutual intention that this License shall be completely carefree and net for the City and that the City shall not, during the Term of this License, be required to make any payments in respect of the Lands or Licensed Premises except as expressly provided in this agreement:
 - a) and to effect the said intention of the parties, the Licensee promises to pay the following expenses related to the Licensed Premises as Additional Charges;
 - i) all food and beverage related costs;
 - ii) all propane required for heating, all required equipment for the Licensed Premises used by the Licensee;

- iii) all other charges, impositions, costs and expenses of every nature and kind whatsoever related to the Licensed Premises, unless otherwise agreed in this License;
 - b) and if any of the foregoing charges are invoiced directly to the Licensee, the Licensee shall pay same as and when they become due and shall produce proof of payment to the City;
 - c) and the Licensee hereby agrees to indemnify and protect the City from any liability accruing to the City in respect of the expenses or Additional Charges payable by the Licensee as provided for herein;
 - d) and if the Licensee fails to make any of the payments required by this License then the City may make such payments and charge to the Licensee as Additional Charges the amounts paid by the City; and if such charges are not paid by the Licensee on demand the City shall be entitled to the same remedies and may take the same steps for recovery of the unpaid charges as in the event of License Fees in arrears.
- (5) Additional Charges shall be payable in monthly instalments in advance on the first day of each month of the Term.
 - a) Where not separately metered or billed the payments of Additional Charges shall be based on the City's estimate of the expenses chargeable to the Licensee;
- (6) All payments to be made by the Licensee pursuant to this License shall be delivered to the City at the City's address for service set out in Section 13 or to such other place as the City may from time to time direct in writing.
- (7) All License Fees or Additional Charges in arrears and all sums paid by the City for expenses incurred which should have been paid by the Licensee shall bear interest from the date payment was due, or made, or expense incurred at the rate of eight (.8%) per annum.
- (8) The Licensee acknowledges and agrees that the payments of License Fees and Additional Charges provided for in this License shall be made without any deduction for any reason whatsoever unless expressly agreed to by the City in writing; and
 - (a) no partial payment by the Licensee which is accepted by the City shall be considered as other than a partial payment on account

and shall not prejudice the City's right to recover any License Fees or Additional Charges owing.

3. TERM

- (1) The Licensee shall have the non-exclusive use of the Licensed Premises for a period of four (4) months, **commencing on the 15th day of May, 2019, and ending on the 15th day of September, 2019 (the "Term").**

4. ASSIGNMENT

- (1) The Licensee shall not assign this License or sublet all or any part of the Licensed Premises unless he first obtains the consent of the City in writing, which consent may be unreasonably withheld.
- (2) The consent of the City to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting.
- (3) Any consent given by the City to any assignment or other disposition of the Licensee's interest in the Licensed Premises shall not relieve the Licensee from his obligations under this Licence, including the obligation to pay License Fees and Additional Charges as provided for herein.

5. USE

- (1) During the Term of this License neither the Licensed Premises nor any part of the Lands shall be used for any purpose other than operating a bike rental business without the express consent of the City given in writing. Please see attached 'Schedule A' for the proposed Site Plan which is subject to amendment in the City's sole discretion.
- (2) The Licensee shall not do or permit to be done at the Lands anything which may:
 - a) constitute a nuisance;
 - b) cause damage to the Lands or Licensed Premises;
 - c) make void or voidable any insurance upon the Lands or Licensed Premises;

- d) constitute a breach of any by-law, statute, order or regulation of any municipal, provincial, federal or other competent authority relating to the Lands or Licensed Premises.

6. REPAIR AND MAINTENANCE

- (1) The Licensee covenants that during the term of this License and any renewal thereof the Licensee shall keep in good condition the Licensed Premises including all alterations and additions made thereto, and shall, with or without notice, promptly make all needed routine repairs as would a prudent owner and shall maintain any part of the Lands or common areas used by the Licensee in a safe, clean, refuse free and undamaged condition.
 - a) If upon examination by the City, repairs are found to be necessary, written notice of the repairs required shall be given to the Licensee by or on behalf of the City and the Licensee shall make the necessary repairs within the time specified in the notice;
 - b) and if the Licensee refuses or neglects to keep the Licensed Premises in good repair the City may, but shall not be obliged to, make any necessary repairs, and shall be permitted to enter the Licensed Premises, by himself or his servants or agents, for the purpose of effecting the repairs without being liable to the Licensee for any loss, damage or inconvenience to the Licensee in connection with the City's entry and repairs; and if the City makes repairs the Licensee shall pay the cost of them immediately as Additional Charges.
- (2) Upon the expiry of the Term or other determination of this License the Licensee agrees peaceably to surrender the Licensed Premises, including any alterations or additions made thereto, to the City in a state of good repair, reasonable wear and tear excepted.

7. ALTERATIONS AND ADDITIONS

- (1) (a) If the Licensee, during the Term of this License or any renewal of it, desires to make any alterations or additions to the Licensed Premises, including but not limited to: erecting partitions, attaching equipment, and installing necessary furnishings or additional equipment of the Licensee's business, the Licensee may do so at his own expense, provided the Licensee has received the City's prior written approval which the City may unreasonably and arbitrarily withhold:
 - (b) any and all alterations or additions to the Licensed Premises made by the Licensee must comply with all applicable building code standards and by-laws of the City.

(2) The Licensee 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.

(3) No sign, advertisement or notice shall be inscribed, painted or affixed by the Licensee, or any other person on the Licensee's behalf, on any part of the Lands or Licensed Premises unless the sign, advertisement or notice

has been approved in every respect by the City.

(4) The Licensee is responsible for providing any surrounding features desired to support business operations i.e. furniture (tables, chairs, waste receptacles, propane fire pits, etc.) within the shop area as have received prior written approval of the City.

(5) The Licensee will be responsible for waste collection and cleaning of the Licensed Premises and any part of the Lands used by the Licensee or its patrons.

(6) The Licensee agrees, at his own expense, and by whatever means may be necessary, immediately to obtain the release or discharge of any encumbrance that may be registered against the City's property in connection with any additions or alterations to the Licensed Premises made by the Licensee or in connection with any other activity of the Licensee.

(7) The Licensee covenants that he will make good and repair or replace as necessary any damage caused to the Licensed Premises by the removal of the Licensee's goods, fixtures or equipment.

(8) The Licensee shall, at his own expense, if requested by the City, remove any or all additions or improvements made by the Licensee and shall repair all damage caused by the installation or the removal or both.

8. INSURANCE/ WSIB/ APPROVALS

(1) The Licensee covenants to keep the City indemnified against all claims and demands whatsoever by any person, whether in respect of damage to person or property, arising out of or occasioned by the maintenance, use or occupancy of the Lands or Licensed Premises or any part thereof. And the Licensee further covenants to indemnify the City with respect to any encumbrance on or damage to the Lands or Licensed Premises occasioned by or arising from the act, default, or negligence

of the Licensee, its officers, agents, servants, employees, contractors, customers, invitees or licensees: and the Licensee agrees that the foregoing indemnity shall survive the termination of this License. Provided that, notwithstanding the foregoing, the parties agree that the Licensee shall not be liable for damages to person or property to the extent they are due solely to the fault or negligence of the City or its staff.

- (2) The Licensee shall carry insurance in his own name of a minimum of \$5,000,000 per occurrence, insuring against the risk of damage to the Licensee's property on the Licensed Premises caused by fire or other perils and the policy shall provide for coverage on a replacement cost basis to protect the Licensee's stock-in-trade, equipment, Trade Fixtures, decorations and improvements.
- (3) The Licensee shall carry public liability and property damage insurance of no less than \$5,000,000 per occurrence in which policy the City shall be a named insured and the policy shall include a cross-liability endorsement; and the Licensee shall provide the City with a copy of the policy
- (4) WORKPLACE SAFETY AND INSURANCE BOARD
 - a) During the term of the Contract, the Licensee shall ensure that the City has a current and valid "**Clearance Certificate.**"
 - b) The City reserves the right to terminate the License in the event there is not a current and valid Clearance Certificate.
 - c) The Licensee clearly understands and agrees that they are not, nor is anyone hired by them, covered by the City under the **Workplace Safety Insurance Act, Employment Insurance Act**, or any other act whether provincial or federal in respect of themselves, their employees and operations, and shall, upon request, furnish the City with satisfactory evidence that they have complied with the provisions of any such Acts.
 - d) Information on coverage under the **Workplace Safety and Insurance Act** can be obtained directly from the WSIB. The City is not to be deemed the employer of the Licensee or its personnel under any circumstances whatsoever.
 - e) The Licensee will file a "Certificate of Clearance" from the WSIB prior to commencing the Contract. Clearance certificates should be renewed every ninety (90) days during the term of the Contract.

(5) APPROVALS

- a) The Licensee shall obtain and post the required licensing to operate the Licensee's business and submit a copy to the City's Licensing Officer prior to opening.
- b) The Licensee shall obtain all approvals necessary to operate the business including the Local Health Department. A copy of the regular inspection record from the Health Department Inspector shall be provided to the City.
- c) The Licensee shall comply with all by-laws, rules and regulations set forth by the City of Belleville, Belleville Police Service, Medical Officer of Health, and all other bodies authorized to make by-laws, rules or regulations governing operation of the business.
- d) The Licensee shall comply with the Public Health Act, R.S.O. 1970, Chapter 377, as amended, respecting foodstuffs, and all regulations and conditions within the food premises regulations under the Public Health Act R.S.O., 1990, Chapter 409, Regulation # 840.
- e) All meat products shall meet or exceed the minimum grades and specifications set for by the Department of Health.

9. DAMAGE TO THE LICENSED PREMISES

- (1) If the Licensed Premises or the building in which the Premises are located are damaged or destroyed, in whole or in part, by fire or other peril, then the following provisions shall apply:
 - a) if the damage or destruction renders the Licensed Premises unfit for occupancy and impossible to repair or rebuild using reasonable diligence within thirty (30) clear days from the happening of such damage or destruction, then the Term hereby granted shall cease from the date the damage or destruction occurred, and the Licensee shall immediately surrender the remainder of the Term and relinquish all possession and no further License Fees will accrue.
 - b) if the Licensed Premises can with reasonable diligence be repaired and rendered fit for occupancy within thirty (30) days from the happening of the damage or destruction, but the damage renders the Licensed Premises unfit for occupancy, then the License Fees hereby reserved shall not accrue after the day that such damage occurred, or while the process of any repair is going on, and the City may, at its option either repair the Premises with all reasonable speed, and the Licensee's

obligation to pay License Fees shall resume immediately after the necessary repairs have been completed or the City may elect to terminate this License;

- (2) Any question as to the degree of damage or destruction or the period of time required to repair or rebuild shall be determined by the City in its sole discretion.
- (3) Apart from the provisions of Section 9(1) there shall be no abatement from or reduction of the License Fees payable by the Licensee, nor shall the Licensee be entitled to claim against the City for any damages, general or special, caused by fire, water, partial or temporary failure or stoppage of services or utilities from any cause whatsoever.

10. ACTS OF DEFAULT AND CITY'S REMEDIES

- (1) An Act of Default has occurred when:
 - a) the Licensee has failed to pay License Fees for a period of seven (7) consecutive days after notice given by the City;
 - b) either party has breached its covenants or failed to perform any of its obligations under this License; and
 - (i) the City has given seven (7) days notice specifying the nature of the default and the steps required to correct it; and
 - (ii) the Licensee has failed to correct the default within said seven (7) day period.
- (2) When an Act of Default has occurred, the City shall have the right to terminate this License upon notice to the Licensee.
- (3) If, because an Act of Default has occurred, the City exercises his right to terminate this License and re-enter the Premises prior to the end of the Term, the Licensee shall nevertheless be liable for payment of License Fees and Additional Charges until the end of the Term of this License.
- (4) If, when an Act of Default has occurred, the City chooses to waive its right to exercise the remedies available to it under this License or at law the waiver shall not constitute condonation of the Act of Default, nor shall the waiver be pleaded as an estoppel against the City to prevent his exercising his remedies with respect to a subsequent Act of Default:

- (a) no covenant, term or condition of this License shall be deemed to have been waived by the City unless the waiver is in writing and signed by the City.

11. TERMINATION UPON NOTICE AND AT END OF TERM

- (1) If the Lands are expropriated by any competent authority the City shall have the right to terminate this License by giving thirty (30) clear days' notice in writing to the Licensee.
- (2) If the Licensee remains in possession of the Licensed Premises after termination of this License as aforesaid and if the City then accepts License Fees for the Premises from the Licensee, it is agreed that such overholding by the Licensee and acceptance of License Fees by the City shall create a weekly License only but the License shall remain subject to all the terms and conditions of this License except those regarding the Term.

12. RULES AND REGULATIONS

The Licensee agrees on behalf of itself and all persons entering the Lands or Licensed Premises with the Licensee's authority or permission to abide by such reasonable rules and regulations that form part of this License and as the City may make from time to time.

13. NOTICE

- (1) Any notice required or permitted to be given by one party to the other pursuant to the terms of this License may be given

To the Licensor at:

169 Front St., Belleville, Ontario, K8N 2Y8.

To the Licensee at:

86 South Front St., Belleville, Ontario K8N 2Y3

- (2) The above addresses may be changed at any time by giving ten (10) days written notice.
- (3) Any notice given by one party to the other in accordance with the provisions of this License shall be deemed conclusively to have been

received on the date delivered if the notice is served personally or seventy-two (72) hours after mailing if the notice is mailed.

14. INTERPRETATION

- (1) The words importing the singular number only shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine gender, and words importing persons shall include firms and corporations and vice versa.
- (2) Unless the context otherwise requires, the word "Licensor" and the word "Licensee" wherever used herein shall be construed to include the executors, administrators, successors and assigns of the Licensor and Licensee, respectively.
- (3) When there are two or more Licensees bound by the same covenants herein contained, their obligations shall be joint and several.

In Witness of the foregoing covenants the Licensor and the Licensee have executed this License as of the date first written above.

**TYLER ALLSOPP FOR
2351320 ONTARIO INC.**

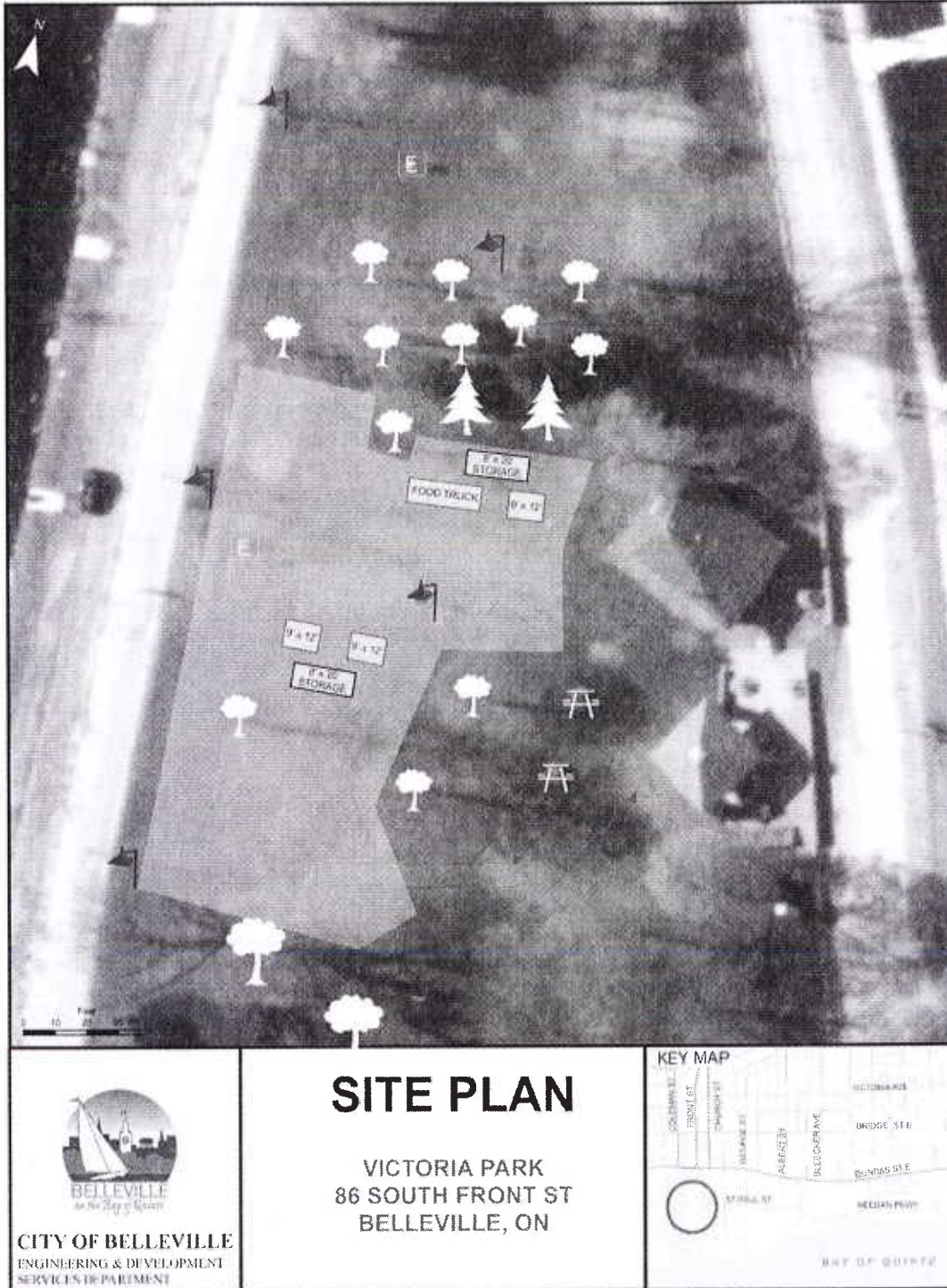
Per: _____
Tyler Allsopp

**THE CORPORATION OF THE CITY OF
BELLEVILLE**

Per: _____
Mayor – Mitch Panciuk

Per: _____
City Clerk – Matt MacDonald

Schedule A



THE CORPORATION OF THE CITY OF BELLEVILLE

BY-LAW NUMBER 2019-83

A BY-LAW TO APPROVE AND AUTHORIZE THE EXECUTION OF A WATERFRONT POP-UP SHOP LICENCE AGREEMENT BETWEEN THE CORPORATION OF THE CITY OF BELLEVILLE AND CRUISING CANOES LTD.

THE COUNCIL OF THE CORPORATION OF THE CITY OF BELLEVILLE ENACTS AS FOLLOWS:

1. THAT Council hereby approves and authorizes the execution of a Waterfront Pop-Up Shop Licence Agreement between The Corporation of the City of Belleville and Cruising Canoes Ltd. (a copy of which is attached as SCHEDULE "A").
2. THAT the Mayor and the Clerk are hereby authorized to execute the said Waterfront Pop-Up Shop Licence Agreement between The Corporation of the City of Belleville and Cruising Canoes Ltd., by and on behalf of The Corporation of the City of Belleville.
3. THAT the Clerk be and is hereby authorized to affix to the said Agreement the Corporate Seal of The Corporation of the City of Belleville.

THIS BY-LAW SHALL COME INTO FORCE AND TAKE EFFECT IMMEDIATELY ON AND AFTER THE PASSING THEREOF.

Read a first time this 30th day of **April 2019**.

Read a second time this 30th day of **April 2019**.

Read a third time and finally passed this 30th day of **April 2019**.

MITCH PANCIUK

MAYOR

MATT MACDONALD

CITY CLERK

CITY OF BELLEVILLE

LICENSE AGREEMENT

Made the 24 day of April, 2019

BETWEEN:

**THE CORPORATION OF THE CITY OF
BELLEVILLE,**

(the "Licensor" or "City")

- and -

CRUISING CANOES LTD.,

(the "Licensee")

In consideration of the license fees, covenants and obligations stipulated herein the Licensor and the Licensee have agreed to enter into a License for providing days camps, boat tours and water sport rentals (i.e. canoe, kayak, stand up paddle board) (the "Uses") in a 9' x 12' Wood Frame pop-up shop (the "Licensed Premises") located on the lands known municipally as Victoria Park, 86 South Front St., Belleville (the "Lands").

1. GRANT OF LICENSE

- (1) The Licensor grants a license of the Licensed Premises to the Licensee:
 - (a) at the License Fee set forth in Section 2;
 - (b) for the Term set forth in Section 3; and
 - (c) subject to the conditions and in accordance with the covenants, obligations and agreements herein.

- (2) The Licensee acknowledges the condition of the Lands and wood frame pop-up shop are delivered "as is" and there will be no upgrades provided by the Licensor.
 - a) The Licensed Premises shall include the 9' x 12' structure situated on a granular base, plus a 20' x 8' storage container to be shared by at least two (2) other Licensees.

2. LICENSE FEES

- (1) License Fees means the amounts payable by the Licensee to the City pursuant to this Section and includes Additional Charges.
- (2) The Licensee covenants to pay to the City, during the Term of this License, **a monthly fee of \$300 plus applicable HST** payable monthly in advance on the first day of each month of the term.

This License Fee includes hydro costs.

Water services (supply and disposal) are the responsibility of the Licensee.

The Licensee is permitted to use the existing public washrooms, if any on the Lands for its patrons and staff in common with other Licensees, City employees, staff and members of the public.

Up to four (4) 12 seat picnic tables will be provided to the park site by the City for use by the Licensees and/or patrons in common with other Licensees, City employees and staff and members of the public.

- (3) The Licensee further covenants to pay all other sums required by this License to be paid by him and agrees that all amounts payable by the Licensee to the City or to any other party pursuant to the provisions of this License shall be deemed to be additional charges ("Additional Charges") whether or not specifically designated as such in this License.
- (4) Except as otherwise set out in this License, the City and the Licensee agree that it is their mutual intention that this License shall be completely carefree and net for the City and that the City shall not, during the Term of this License, be required to make any payments in respect of the Lands or Licensed Premises except as expressly provided in this agreement:
 - a) and to effect the said intention of the parties, the Licensee promises to pay the following expenses related to the Licensed Premises as Additional Charges;
 - i) all food and beverage related costs;
 - ii) all propane required for heating, all required equipment for the Licensed Premises used by the Licensee;

- iii) all other charges, impositions, costs and expenses of every nature and kind whatsoever related to the Licensed Premises, unless otherwise agreed in this License;
 - b) and if any of the foregoing charges are invoiced directly to the Licensee, the Licensee shall pay same as and when they become due and shall produce proof of payment to the City;
 - c) and the Licensee hereby agrees to indemnify and protect the City from any liability accruing to the City in respect of the expenses or Additional Charges payable by the Licensee as provided for herein;
 - d) and if the Licensee fails to make any of the payments required by this License then the City may make such payments and charge to the Licensee as Additional Charges the amounts paid by the City; and if such charges are not paid by the Licensee on demand the City shall be entitled to the same remedies and may take the same steps for recovery of the unpaid charges as in the event of License Fees in arrears.
- (5) Additional Charges shall be payable in monthly instalments in advance on the first day of each month of the Term.
- a) Where not separately metered or billed the payments of Additional Charges shall be based on the City's estimate of the expenses chargeable to the Licensee;
- (6) All payments to be made by the Licensee pursuant to this License shall be delivered to the City at the City's address for service set out in Section 13 or to such other place as the City may from time to time direct in writing.
- (7) All License Fees or Additional Charges in arrears and all sums paid by the City for expenses incurred which should have been paid by the Licensee shall bear interest from the date payment was due, or made, or expense incurred at the rate of eight (.8%) per annum.
- (8) The Licensee acknowledges and agrees that the payments of License Fees and Additional Charges provided for in this License shall be made without any deduction for any reason whatsoever unless expressly agreed to by the City in writing; and
- (a) no partial payment by the Licensee which is accepted by the City shall be considered as other than a partial payment on account

and shall not prejudice the City's right to recover any License Fees or Additional Charges owing.

3. TERM

- (1) The Licensee shall have the non-exclusive use of the Licensed Premises for a period of four (4) months, **commencing on the 15th day of May, 2019, and ending on the 15th day of September, 2019 (the "Term").**

4. ASSIGNMENT

- (1) The Licensee shall not assign this License or sublet all or any part of the Licensed Premises unless he first obtains the consent of the City in writing, which consent may be unreasonably withheld.
- (2) The consent of the City to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting.
- (3) Any consent given by the City to any assignment or other disposition of the Licensee's interest in the Licensed Premises shall not relieve the Licensee from his obligations under this Licence, including the obligation to pay License Fees and Additional Charges as provided for herein.

5. USE

- (1) During the Term of this License neither the Licensed Premises nor any part of the Lands shall be used for any purpose other than providing days camps, boat tours and water sport rentals (i.e. canoe, kayak, stand up paddle board) without the express consent of the City given in writing. Please see attached 'Schedule A' for the proposed Site Plan which is subject to amendment in the City's sole discretion.
- (2) The Licensee shall not do or permit to be done at the Lands anything which may:
 - a) constitute a nuisance;
 - b) cause damage to the Lands or Licensed Premises;
 - c) make void or voidable any insurance upon the Lands or Licensed Premises;

- d) constitute a breach of any by-law, statute, order or regulation of any municipal, provincial, federal or other competent authority relating to the Lands or Licensed Premises.

6. REPAIR AND MAINTENANCE

- (1) The Licensee covenants that during the term of this License and any renewal thereof the Licensee shall keep in good condition the Licensed Premises including all alterations and additions made thereto, and shall, with or without notice, promptly make all needed routine repairs as would a prudent owner and shall maintain any part of the Lands or common areas used by the Licensee in a safe, clean, refuse free and undamaged condition.
 - a) If upon examination by the City, repairs are found to be necessary, written notice of the repairs required shall be given to the Licensee by or on behalf of the City and the Licensee shall make the necessary repairs within the time specified in the notice;
 - b) and if the Licensee refuses or neglects to keep the Licensed Premises in good repair the City may, but shall not be obliged to, make any necessary repairs, and shall be permitted to enter the Licensed Premises, by himself or his servants or agents, for the purpose of effecting the repairs without being liable to the Licensee for any loss, damage or inconvenience to the Licensee in connection with the City's entry and repairs; and if the City makes repairs the Licensee shall pay the cost of them immediately as Additional Charges.
- (2) Upon the expiry of the Term or other determination of this License the Licensee agrees peaceably to surrender the Licensed Premises, including any alterations or additions made thereto, to the City in a state of good repair, reasonable wear and tear excepted.

7. ALTERATIONS AND ADDITIONS

- (1) (a) If the Licensee, during the Term of this License or any renewal of it, desires to make any alterations or additions to the Licensed Premises, including but not limited to: erecting partitions, attaching equipment, and installing necessary furnishings or additional equipment of the Licensee's business, the Licensee may do so at his own expense, provided the Licensee has received the City's prior written approval which the City may unreasonably and arbitrarily withhold:
 - (b) any and all alterations or additions to the Licensed Premises made by the Licensee must comply with all applicable building code standards and by-laws of the City.

(2) The Licensee 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.

(3) No sign, advertisement or notice shall be inscribed, painted or affixed by the Licensee, or any other person on the Licensee's behalf, on any part of the Lands or Licensed Premises unless the sign, advertisement or notice

has been approved in every respect by the City.

(4) The Licensee is responsible for providing any surrounding features desired to support business operations i.e. furniture (tables, chairs, waste receptacles, propane fire pits, etc.) within the shop area as have received prior written approval of the City.

(5) The Licensee will be responsible for waste collection and cleaning of the Licensed Premises and any part of the Lands used by the Licensee or its patrons.

(6) The Licensee agrees, at his own expense, and by whatever means may be necessary, immediately to obtain the release or discharge of any encumbrance that may be registered against the City's property in connection with any additions or alterations to the Licensed Premises made by the Licensee or in connection with any other activity of the Licensee.

(7) The Licensee covenants that he will make good and repair or replace as necessary any damage caused to the Licensed Premises by the removal of the Licensee's goods, fixtures or equipment.

(8) The Licensee shall, at his own expense, if requested by the City, remove any or all additions or improvements made by the Licensee and shall repair all damage caused by the installation or the removal or both.

8. INSURANCE/ WSIB/ APPROVALS

(1) The Licensee covenants to keep the City indemnified against all claims and demands whatsoever by any person, whether in respect of damage to person or property, arising out of or occasioned by the maintenance, use or occupancy of the Lands or Licensed Premises or any part thereof. And the Licensee further covenants to indemnify the City with respect to any encumbrance on or damage to the Lands or Licensed Premises occasioned by or arising from the act, default, or negligence

of the Licensee, its officers, agents, servants, employees, contractors, customers, invitees or licensees: and the Licensee agrees that the foregoing indemnity shall survive the termination of this License. Provided that, notwithstanding the foregoing, the parties agree that the Licensee shall not be liable for damages to person or property to the extent they are due solely to the fault or negligence of the City or its staff.

- (2) The Licensee shall carry insurance in his own name of a minimum of \$5,000,000 per occurrence, insuring against the risk of damage to the Licensee's property on the Licensed Premises caused by fire or other perils and the policy shall provide for coverage on a replacement cost basis to protect the Licensee's stock-in-trade, equipment, Trade Fixtures, decorations and improvements.
- (3) The Licensee shall carry public liability and property damage insurance of no less than \$5,000,000 per occurrence in which policy the City shall be a named insured and the policy shall include a cross-liability endorsement; and the Licensee shall provide the City with a copy of the policy
- (4) WORKPLACE SAFETY AND INSURANCE BOARD
 - a) During the term of the Contract, the Licensee shall ensure that the City has a current and valid "**Clearance Certificate**."
 - b) The City reserves the right to terminate the License in the event there is not a current and valid Clearance Certificate.
 - c) The Licensee clearly understands and agrees that they are not, nor is anyone hired by them, covered by the City under the **Workplace Safety Insurance Act, Employment Insurance Act**, or any other act whether provincial or federal in respect of themselves, their employees and operations, and shall, upon request, furnish the City with satisfactory evidence that they have complied with the provisions of any such Acts.
 - d) Information on coverage under the **Workplace Safety and Insurance Act** can be obtained directly from the WSIB. The City is not to be deemed the employer of the Licensee or its personnel under any circumstances whatsoever.
 - e) The Licensee will file a "Certificate of Clearance" from the WSIB prior to commencing the Contract. Clearance certificates should be renewed every ninety (90) days during the term of the Contract.

(5) APPROVALS

- a) The Licensee shall obtain and post the required licensing to operate the Licensee's business and submit a copy to the City's Licensing Officer prior to opening.
- b) The Licensee shall obtain all approvals necessary to operate the business including the Local Health Department. A copy of the regular inspection record from the Health Department Inspector shall be provided to the City.
- c) The Licensee shall comply with all by-laws, rules and regulations set forth by the City of Belleville, Belleville Police Service, Medical Officer of Health, and all other bodies authorized to make by-laws, rules or regulations governing operation of the business.
- d) The Licensee shall comply with the Public Health Act, R.S.O. 1970, Chapter 377, as amended, respecting foodstuffs, and all regulations and conditions within the food premises regulations under the Public Health Act R.S.O., 1990, Chapter 409, Regulation # 840.
- e) All meat products shall meet or exceed the minimum grades and specifications set for by the Department of Health.

9. DAMAGE TO THE LICENSED PREMISES

- (1) If the Licensed Premises or the building in which the Premises are located are damaged or destroyed, in whole or in part, by fire or other peril, then the following provisions shall apply:
 - a) if the damage or destruction renders the Licensed Premises unfit for occupancy and impossible to repair or rebuild using reasonable diligence within thirty (30) clear days from the happening of such damage or destruction, then the Term hereby granted shall cease from the date the damage or destruction occurred, and the Licensee shall immediately surrender the remainder of the Term and relinquish all possession and no further License Fees will accrue.
 - b) if the Licensed Premises can with reasonable diligence be repaired and rendered fit for occupancy within thirty (30) days from the happening of the damage or destruction, but the damage renders the Licensed Premises unfit for occupancy, then the License Fees hereby reserved shall not accrue after the day that such damage occurred, or while the process of any repair is going on, and the City may, at its option either repair the Premises with all reasonable speed, and the Licensee's

obligation to pay License Fees shall resume immediately after the necessary repairs have been completed or the City may elect to terminate this License;

- (2) Any question as to the degree of damage or destruction or the period of time required to repair or rebuild shall be determined by the City in its sole discretion.
- (3) Apart from the provisions of Section 9(1) there shall be no abatement from or reduction of the License Fees payable by the Licensee, nor shall the Licensee be entitled to claim against the City for any damages, general or special, caused by fire, water, partial or temporary failure or stoppage of services or utilities from any cause whatsoever.

10. ACTS OF DEFAULT AND CITY'S REMEDIES

- (1) An Act of Default has occurred when:
 - a) the Licensee has failed to pay License Fees for a period of seven (7) consecutive days after notice given by the City;
 - b) either party has breached its covenants or failed to perform any of its obligations under this License; and
 - (i) the City has given seven (7) days notice specifying the nature of the default and the steps required to correct it; and
 - (ii) the Licensee has failed to correct the default within said seven (7) day period.
- (2) When an Act of Default has occurred, the City shall have the right to terminate this License upon notice to the Licensee.
- (3) If, because an Act of Default has occurred, the City exercises his right to terminate this License and re-enter the Premises prior to the end of the Term, the Licensee shall nevertheless be liable for payment of License Fees and Additional Charges until the end of the Term of this License.
- (4) If, when an Act of Default has occurred, the City chooses to waive its right to exercise the remedies available to it under this License or at law the waiver shall not constitute condonation of the Act of Default, nor shall the waiver be pleaded as an estoppel against the City to prevent his exercising his remedies with respect to a subsequent Act of Default:

- (a) no covenant, term or condition of this License shall be deemed to have been waived by the City unless the waiver is in writing and signed by the City.

11. TERMINATION UPON NOTICE AND AT END OF TERM

- (1) If the Lands are expropriated by any competent authority the City shall have the right to terminate this License by giving thirty (30) clear days' notice in writing to the Licensee.
- (2) If the Licensee remains in possession of the Licensed Premises after termination of this License as aforesaid and if the City then accepts License Fees for the Premises from the Licensee, it is agreed that such overholding by the Licensee and acceptance of License Fees by the City shall create a weekly License only but the License shall remain subject to all the terms and conditions of this License except those regarding the Term.

12. RULES AND REGULATIONS

The Licensee agrees on behalf of itself and all persons entering the Lands or Licensed Premises with the Licensee's authority or permission to abide by such reasonable rules and regulations that form part of this License and as the City may make from time to time.

13. NOTICE

- (1) Any notice required or permitted to be given by one party to the other pursuant to the terms of this License may be given

To the Licensor at:

169 Front St., Belleville, Ontario, K8N 2Y8.

To the Licensee at:

86 South Front St., Belleville, Ontario K8N 2Y3

- (2) The above addresses may be changed at any time by giving ten (10) days written notice.
- (3) Any notice given by one party to the other in accordance with the provisions of this License shall be deemed conclusively to have been

received on the date delivered if the notice is served personally or seventy-two (72) hours after mailing if the notice is mailed.

14. INTERPRETATION

- (1) The words importing the singular number only shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine gender, and words importing persons shall include firms and corporations and vice versa.
- (2) Unless the context otherwise requires, the word "Licensor" and the word "Licensee" wherever used herein shall be construed to include the executors, administrators, successors and assigns of the Licensor and Licensee, respectively.
- (3) When there are two or more Licensees bound by the same covenants herein contained, their obligations shall be joint and several.

In Witness of the foregoing covenants the Licensor and the Licensee have executed this License as of the date first written above.

**ANDREW TWIGG FOR
CRUISING CANOES LTD.**

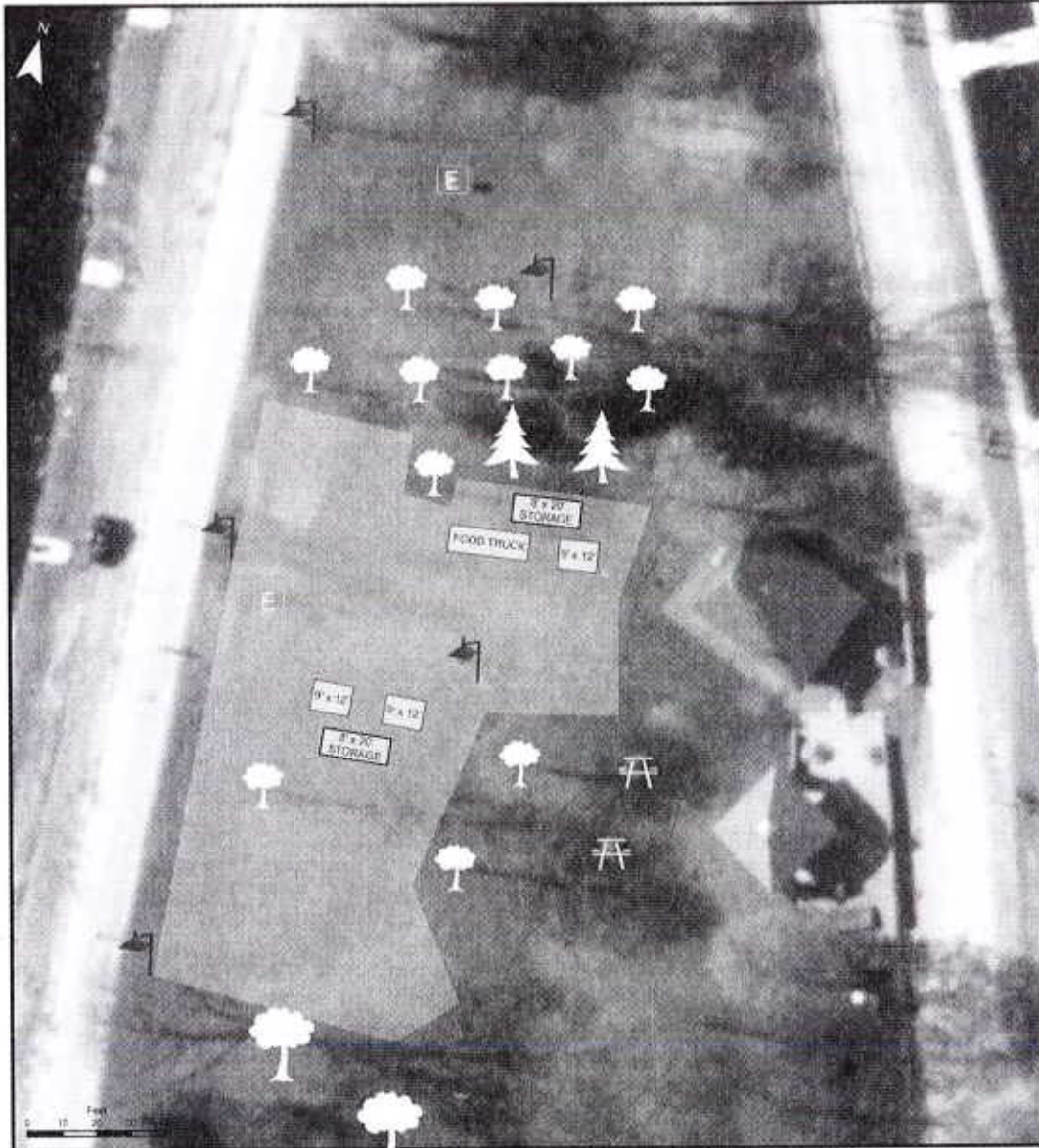
Per: _____
Andrew Twigg

**THE CORPORATION OF THE CITY OF
BELLEVILLE**

Per: _____
Mayor – Mitch Panciuk

Per: _____
City Clerk – Matt MacDonald

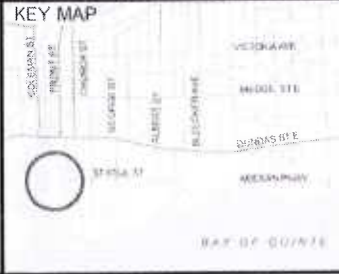
Schedule A



CITY OF BELLEVILLE
ENGINEERING & DEVELOPMENT
SERVICES DEPARTMENT

SITE PLAN

VICTORIA PARK
86 SOUTH FRONT ST
BELLEVILLE, ON



THE CORPORATION OF THE CITY OF BELLEVILLE

BY-LAW NUMBER 2019-84

A BY-LAW TO APPROVE AND AUTHORIZE THE EXECUTION OF A WATERFRONT POP-UP SHOP LICENCE AGREEMENT BETWEEN THE CORPORATION OF THE CITY OF BELLEVILLE AND GOLD PERFORMANCE TRAINING LTD.

THE COUNCIL OF THE CORPORATION OF THE CITY OF BELLEVILLE ENACTS AS FOLLOWS:

1. THAT Council hereby approves and authorizes the execution of a Waterfront Pop-Up Licence Agreement between The Corporation of the City of Belleville and Gold Performance Training Ltd. (a copy of which is attached as SCHEDULE "A").
2. THAT the Mayor and the Clerk are hereby authorized to execute the said Waterfront Pop-Up Licence Agreement between The Corporation of the City of Belleville and Gold Performance Training Ltd., by and on behalf of The Corporation of the City of Belleville.
3. THAT the Clerk be and is hereby authorized to affix to the said Agreement the Corporate Seal of The Corporation of the City of Belleville.

THIS BY-LAW SHALL COME INTO FORCE AND TAKE EFFECT IMMEDIATELY ON AND AFTER THE PASSING THEREOF.

Read a first time this 30th day of **April 2019**.

Read a second time this 30th day of **April 2019**.

Read a third time and finally passed this 30th day of **April 2019**.

MITCH PANCIUK

MAYOR

MATT MACDONALD

CITY CLERK

CITY OF BELLEVILLE
LICENSE AGREEMENT

Made the 24 day of April, 2019

BETWEEN:

**THE CORPORATION OF THE CITY OF
BELLEVILLE,**

(the "Licensor" or "City")

- and -

GOLD PERFORMANCE TRAINING LTD.,

(the "Licensee")

In consideration of the license fees, covenants and obligations stipulated herein the Licensor and the Licensee have agreed to enter into a License for purposes of providing food services in the form of frozen food products (the "Uses") in a 9' x 12' Wood Frame pop-up shop (the "Licensed Premises") located on the lands known municipally as Victoria Park, 86 South Front St., Belleville (the "Lands").

1. GRANT OF LICENSE

- (1) The Licensor grants a license of the Licensed Premises to the Licensee:
 - (a) at the License Fee set forth in Section 2;
 - (b) for the Term set forth in Section 3; and
 - (c) subject to the conditions and in accordance with the covenants, obligations and agreements herein.

- (2) The Licensee acknowledges the condition of the Lands and wood frame pop-up shop are delivered "as is" and there will be no upgrades provided by the Licensor.
 - a) The Licensed Premises shall include the 9' x 12' structure situated on a granular base, plus a 20' x 8' storage container to be shared by at least two (2) other Licensees.

2. LICENSE FEES

- (1) License Fees means the amounts payable by the Licensee to the City pursuant to this Section and includes Additional Charges.
- (2) The Licensee covenants to pay to the City, during the Term of this License, **a monthly fee of \$300 plus applicable HST** payable monthly in advance on the first day of each month of the term.

This License Fee includes hydro costs.

Water services (supply and disposal) are the responsibility of the Licensee.

The Licensee is permitted to use the existing public washrooms, if any on the Lands for its patrons and staff in common with other Licensees, City employees, staff and members of the public.

Up to four (4) 12 seat picnic tables will be provided to the park site by the City for use by the Licensees and/or patrons in common with other Licensees, City employees and staff and members of the public.

- (3) The Licensee further covenants to pay all other sums required by this License to be paid by him and agrees that all amounts payable by the Licensee to the City or to any other party pursuant to the provisions of this License shall be deemed to be additional charges ("Additional Charges") whether or not specifically designated as such in this License.
- (4) Except as otherwise set out in this License, the City and the Licensee agree that it is their mutual intention that this License shall be completely carefree and net for the City and that the City shall not, during the Term of this License, be required to make any payments in respect of the Lands or Licensed Premises except as expressly provided in this agreement:
 - a) and to effect the said intention of the parties, the Licensee promises to pay the following expenses related to the Licensed Premises as Additional Charges;
 - i) all food and beverage related costs;
 - ii) all propane required for heating, all required equipment for the Licensed Premises used by the Licensee;

- iii) all other charges, impositions, costs and expenses of every nature and kind whatsoever related to the Licensed Premises, unless otherwise agreed in this License;
 - b) and if any of the foregoing charges are invoiced directly to the Licensee, the Licensee shall pay same as and when they become due and shall produce proof of payment to the City;
 - c) and the Licensee hereby agrees to indemnify and protect the City from any liability accruing to the City in respect of the expenses or Additional Charges payable by the Licensee as provided for herein;
 - d) and if the Licensee fails to make any of the payments required by this License then the City may make such payments and charge to the Licensee as Additional Charges the amounts paid by the City; and if such charges are not paid by the Licensee on demand the City shall be entitled to the same remedies and may take the same steps for recovery of the unpaid charges as in the event of License Fees in arrears.
- (5) Additional Charges shall be payable in monthly instalments in advance on the first day of each month of the Term.
 - a) Where not separately metered or billed the payments of Additional Charges shall be based on the City's estimate of the expenses chargeable to the Licensee;
- (6) All payments to be made by the Licensee pursuant to this License shall be delivered to the City at the City's address for service set out in Section 13 or to such other place as the City may from time to time direct in writing.
- (7) All License Fees or Additional Charges in arrears and all sums paid by the City for expenses incurred which should have been paid by the Licensee shall bear interest from the date payment was due, or made, or expense incurred at the rate of eight (.8%) per annum.
- (8) The Licensee acknowledges and agrees that the payments of License Fees and Additional Charges provided for in this License shall be made without any deduction for any reason whatsoever unless expressly agreed to by the City in writing; and
 - (a) no partial payment by the Licensee which is accepted by the City shall be considered as other than a partial payment on account

and shall not prejudice the City's right to recover any License Fees or Additional Charges owing.

3. TERM

- (1) The Licensee shall have the non-exclusive use of the Licensed Premises for a period of four (4) months, **commencing on the 15th day of May, 2019, and ending on the 15th day of September, 2019 (the "Term").**

4. ASSIGNMENT

- (1) The Licensee shall not assign this License or sublet all or any part of the Licensed Premises unless he first obtains the consent of the City in writing, which consent may be unreasonably withheld.
- (2) The consent of the City to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting.
- (3) Any consent given by the City to any assignment or other disposition of the Licensee's interest in the Licensed Premises shall not relieve the Licensee from his obligations under this License, including the obligation to pay License Fees and Additional Charges as provided for herein.

5. USE

- (1) During the Term of this License neither the Licensed Premises nor any part of the Lands shall be used for any purpose other than providing food services in the form of frozen food products without the express consent of the City given in writing. Please see attached 'Schedule A' for the proposed Site Plan which is subject to amendment in the City's sole discretion.
- (2) The Licensee shall not do or permit to be done at the Lands anything which may:
 - a) constitute a nuisance;
 - b) cause damage to the Lands or Licensed Premises;
 - c) make void or voidable any insurance upon the Lands or Licensed Premises;

- d) constitute a breach of any by-law, statute, order or regulation of any municipal, provincial, federal or other competent authority relating to the Lands or Licensed Premises.

6. REPAIR AND MAINTENANCE

- (1) The Licensee covenants that during the term of this License and any renewal thereof the Licensee shall keep in good condition the Licensed Premises including all alterations and additions made thereto, and shall, with or without notice, promptly make all needed routine repairs as would a prudent owner and shall maintain any part of the Lands or common areas used by the Licensee in a safe, clean, refuse free and undamaged condition.
 - a) If upon examination by the City, repairs are found to be necessary, written notice of the repairs required shall be given to the Licensee by or on behalf of the City and the Licensee shall make the necessary repairs within the time specified in the notice;
 - b) and if the Licensee refuses or neglects to keep the Licensed Premises in good repair the City may, but shall not be obliged to, make any necessary repairs, and shall be permitted to enter the Licensed Premises, by himself or his servants or agents, for the purpose of effecting the repairs without being liable to the Licensee for any loss, damage or inconvenience to the Licensee in connection with the City's entry and repairs; and if the City makes repairs the Licensee shall pay the cost of them immediately as Additional Charges.
- (2) Upon the expiry of the Term or other determination of this License the Licensee agrees peaceably to surrender the Licensed Premises, including any alterations or additions made thereto, to the City in a state of good repair, reasonable wear and tear excepted.

7. ALTERATIONS AND ADDITIONS

- (1) (a) If the Licensee, during the Term of this License or any renewal of it, desires to make any alterations or additions to the Licensed Premises, including but not limited to: erecting partitions, attaching equipment, and installing necessary furnishings or additional equipment of the Licensee's business, the Licensee may do so at his own expense, provided the Licensee has received the City's prior written approval which the City may unreasonably and arbitrarily withhold:
 - (b) any and all alterations or additions to the Licensed Premises made by the Licensee must comply with all applicable building code standards and by-laws of the City.

- (2) The Licensee 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.
- (3) No sign, advertisement or notice shall be inscribed, painted or affixed by the Licensee, or any other person on the Licensee's behalf, on any part of the Lands or Licensed Premises unless the sign, advertisement or notice

has been approved in every respect by the City.
- (4) The Licensee is responsible for providing any surrounding features desired to support business operations i.e. furniture (tables, chairs, waste receptacles, propane fire pits, etc.) within the shop area as have received prior written approval of the City.
- (5) The Licensee will be responsible for waste collection and cleaning of the Licensed Premises and any part of the Lands used by the Licensee or its patrons.
- (6) The Licensee agrees, at his own expense, and by whatever means may be necessary, immediately to obtain the release or discharge of any encumbrance that may be registered against the City's property in connection with any additions or alterations to the Licensed Premises made by the Licensee or in connection with any other activity of the Licensee.
- (7) The Licensee covenants that he will make good and repair or replace as necessary any damage caused to the Licensed Premises by the removal of the Licensee's goods, fixtures or equipment.
- (8) The Licensee shall, at his own expense, if requested by the City, remove any or all additions or improvements made by the Licensee and shall repair all damage caused by the installation or the removal or both.

8. INSURANCE/ WSIB/ APPROVALS

- (1) The Licensee covenants to keep the City indemnified against all claims and demands whatsoever by any person, whether in respect of damage to person or property, arising out of or occasioned by the maintenance, use or occupancy of the Lands or Licensed Premises or any part thereof. And the Licensee further covenants to indemnify the City with respect to any encumbrance on or damage to the Lands or Licensed Premises occasioned by or arising from the act, default, or negligence

of the Licensee, its officers, agents, servants, employees, contractors, customers, invitees or licensees: and the Licensee agrees that the foregoing indemnity shall survive the termination of this License. Provided that, notwithstanding the foregoing, the parties agree that the Licensee shall not be liable for damages to person or property to the extent they are due solely to the fault or negligence of the City or its staff.

- (2) The Licensee shall carry insurance in his own name of a minimum of \$5,000,000 per occurrence, insuring against the risk of damage to the Licensee's property on the Licensed Premises caused by fire or other perils and the policy shall provide for coverage on a replacement cost basis to protect the Licensee's stock-in-trade, equipment, Trade Fixtures, decorations and improvements.
- (3) The Licensee shall carry public liability and property damage insurance of no less than \$5,000,000 per occurrence in which policy the City shall be a named insured and the policy shall include a cross-liability endorsement; and the Licensee shall provide the City with a copy of the policy
- (4) **WORKPLACE SAFETY AND INSURANCE BOARD**
 - a) During the term of the Contract, the Licensee shall ensure that the City has a current and valid **"Clearance Certificate."**
 - b) The City reserves the right to terminate the License in the event there is not a current and valid Clearance Certificate.
 - c) The Licensee clearly understands and agrees that they are not, nor is anyone hired by them, covered by the City under the **Workplace Safety Insurance Act, Employment Insurance Act**, or any other act whether provincial or federal in respect of themselves, their employees and operations, and shall, upon request, furnish the City with satisfactory evidence that they have complied with the provisions of any such Acts.
 - d) Information on coverage under the **Workplace Safety and Insurance Act** can be obtained directly from the WSIB. The City is not to be deemed the employer of the Licensee or its personnel under any circumstances whatsoever.
 - e) The Licensee will file a "Certificate of Clearance" from the WSIB prior to commencing the Contract. Clearance certificates should be renewed every ninety (90) days during the term of the Contract.

(5) APPROVALS

- a) The Licensee shall obtain and post the required licensing to operate the Licensee's business and submit a copy to the City's Licensing Officer prior to opening.
- b) The Licensee shall obtain all approvals necessary to operate the business including the Local Health Department. A copy of the regular inspection record from the Health Department Inspector shall be provided to the City.
- c) The Licensee shall comply with all by-laws, rules and regulations set forth by the City of Belleville, Belleville Police Service, Medical Officer of Health, and all other bodies authorized to make by-laws, rules or regulations governing operation of the business.
- d) The Licensee shall comply with the Public Health Act, R.S.O. 1970, Chapter 377, as amended, respecting foodstuffs, and all regulations and conditions within the food premises regulations under the Public Health Act R.S.O., 1990, Chapter 409, Regulation # 840.
- e) All meat products shall meet or exceed the minimum grades and specifications set for by the Department of Health.

9. DAMAGE TO THE LICENSED PREMISES

- (1) If the Licensed Premises or the building in which the Premises are located are damaged or destroyed, in whole or in part, by fire or other peril, then the following provisions shall apply:
 - a) if the damage or destruction renders the Licensed Premises unfit for occupancy and impossible to repair or rebuild using reasonable diligence within thirty (30) clear days from the happening of such damage or destruction, then the Term hereby granted shall cease from the date the damage or destruction occurred, and the Licensee shall immediately surrender the remainder of the Term and relinquish all possession and no further License Fees will accrue.
 - b) if the Licensed Premises can with reasonable diligence be repaired and rendered fit for occupancy within thirty (30) days from the happening of the damage or destruction, but the damage renders the Licensed Premises unfit for occupancy, then the License Fees hereby reserved shall not accrue after the day that such damage occurred, or while the process of any repair is going on, and the City may, at its option either repair the Premises with all reasonable speed, and the Licensee's

obligation to pay License Fees shall resume immediately after the necessary repairs have been completed or the City may elect to terminate this License;

- (2) Any question as to the degree of damage or destruction or the period of time required to repair or rebuild shall be determined by the City in its sole discretion.
- (3) Apart from the provisions of Section 9(1) there shall be no abatement from or reduction of the License Fees payable by the Licensee, nor shall the Licensee be entitled to claim against the City for any damages, general or special, caused by fire, water, partial or temporary failure or stoppage of services or utilities from any cause whatsoever.

10. ACTS OF DEFAULT AND CITY'S REMEDIES

- (1) An Act of Default has occurred when:
 - a) the Licensee has failed to pay License Fees for a period of seven (7) consecutive days after notice given by the City;
 - b) either party has breached its covenants or failed to perform any of its obligations under this License; and
 - (i) the City has given seven (7) days notice specifying the nature of the default and the steps required to correct it; and
 - (ii) the Licensee has failed to correct the default within said seven (7) day period.
- (2) When an Act of Default has occurred, the City shall have the right to terminate this License upon notice to the Licensee.
- (3) If, because an Act of Default has occurred, the City exercises his right to terminate this License and re-enter the Premises prior to the end of the Term, the Licensee shall nevertheless be liable for payment of License Fees and Additional Charges until the end of the Term of this License.
- (4) If, when an Act of Default has occurred, the City chooses to waive its right to exercise the remedies available to it under this License or at law the waiver shall not constitute condonation of the Act of Default, nor shall the waiver be pleaded as an estoppel against the City to prevent his exercising his remedies with respect to a subsequent Act of Default:

- (a) no covenant, term or condition of this License shall be deemed to have been waived by the City unless the waiver is in writing and signed by the City.

11. TERMINATION UPON NOTICE AND AT END OF TERM

- (1) If the Lands are expropriated by any competent authority the City shall have the right to terminate this License by giving thirty (30) clear days' notice in writing to the Licensee.
- (2) If the Licensee remains in possession of the Licensed Premises after termination of this License as aforesaid and if the City then accepts License Fees for the Premises from the Licensee, it is agreed that such overholding by the Licensee and acceptance of License Fees by the City shall create a weekly License only but the License shall remain subject to all the terms and conditions of this License except those regarding the Term.

12. RULES AND REGULATIONS

The Licensee agrees on behalf of itself and all persons entering the Lands or Licensed Premises with the Licensee's authority or permission to abide by such reasonable rules and regulations that form part of this License and as the City may make from time to time.

13. NOTICE

- (1) Any notice required or permitted to be given by one party to the other pursuant to the terms of this License may be given

To the Licensor at:

169 Front St., Belleville, Ontario, K8N 2Y8.

To the Licensee at:

86 South Front St., Belleville, Ontario K8N 2Y3

- (2) The above addresses may be changed at any time by giving ten (10) days written notice.
- (3) Any notice given by one party to the other in accordance with the provisions of this License shall be deemed conclusively to have been

received on the date delivered if the notice is served personally or seventy-two (72) hours after mailing if the notice is mailed.

14. INTERPRETATION

- (1) The words importing the singular number only shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine gender, and words importing persons shall include firms and corporations and vice versa.
- (2) Unless the context otherwise requires, the word "Licensor" and the word "Licensee" wherever used herein shall be construed to include the executors, administrators, successors and assigns of the Licensor and Licensee, respectively.
- (3) When there are two or more Licensees bound by the same covenants herein contained, their obligations shall be joint and several.

In Witness of the foregoing covenants the Licensor and the Licensee have executed this License as of the date first written above.

**JACKIE JARRELL FOR
GOLD PERFORMANCE TRAINING LTD.**

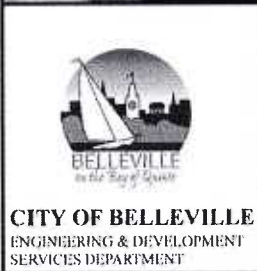
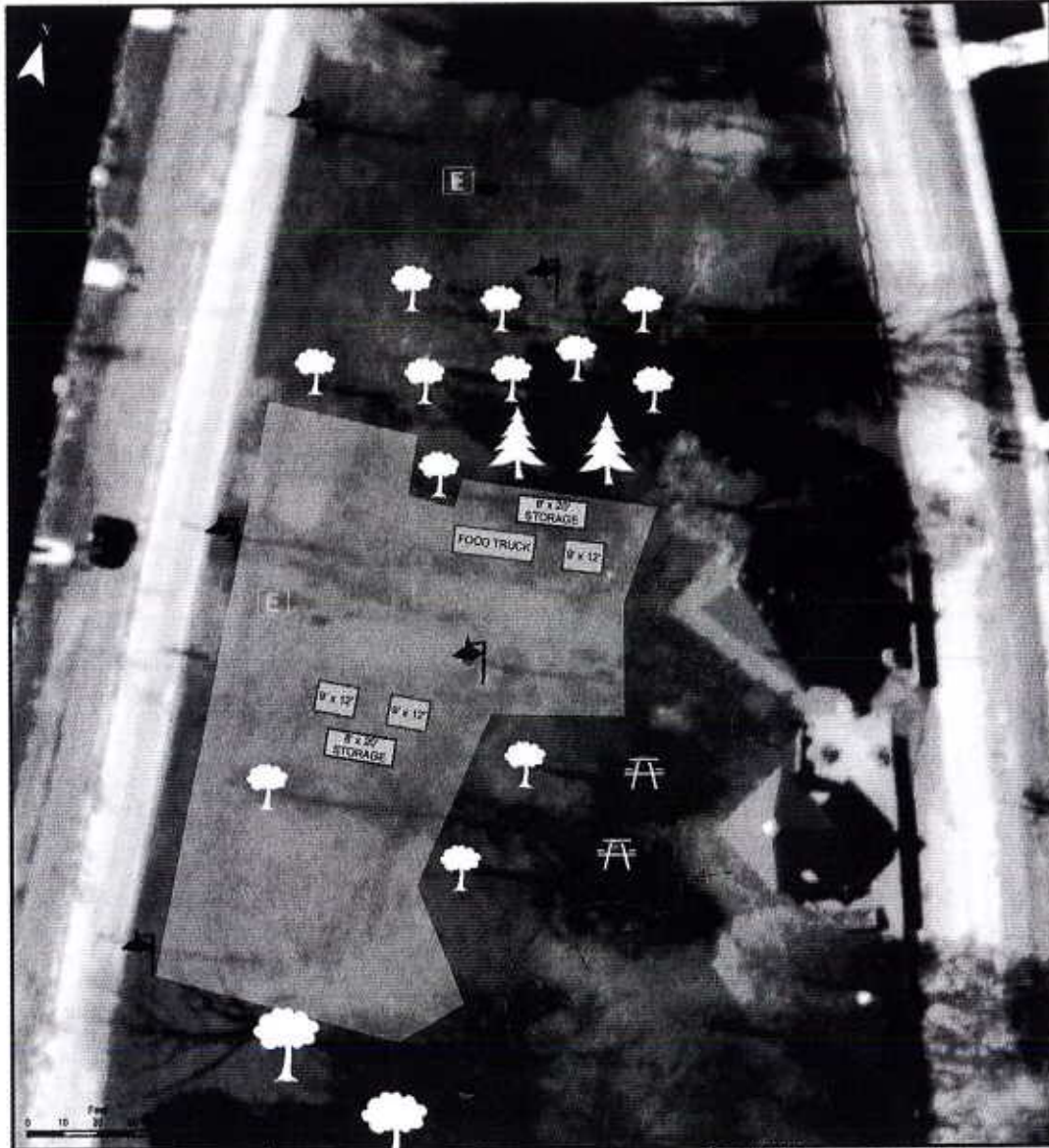
Per: _____
Jackie Jarrell

**THE CORPORATION OF THE CITY OF
BELLEVILLE**

Per: _____
Mayor – Mitch Panciuk

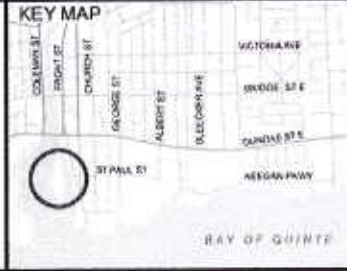
Per: _____
City Clerk – Matt MacDonald

Schedule A



SITE PLAN

**VICTORIA PARK
86 SOUTH FRONT ST
BELLEVILLE, ON**



THE CORPORATION OF THE CITY OF BELLEVILLE

BY-LAW NUMBER 2019-85

A BY-LAW TO APPROVE AND AUTHORIZE THE EXECUTION OF A WATERFRONT POP-UP SHOP LICENCE AGREEMENT BETWEEN THE CORPORATION OF THE CITY OF BELLEVILLE AND 2529727 ONTARIO INC. O/A BRICK OVEN PIZZA

THE COUNCIL OF THE CORPORATION OF THE CITY OF BELLEVILLE ENACTS AS FOLLOWS:

1. THAT Council hereby approves and authorizes the execution of a Waterfront Pop-Up Licence Agreement between The Corporation of the City of Belleville and 2529727 Ontario Inc. o/a Brick Oven Pizza (a copy of which is attached as SCHEDULE "A").
2. THAT the Mayor and the Clerk are hereby authorized to execute the said Waterfront Pop-Up Licence Agreement between The Corporation of the City of Belleville and 2529727 Ontario Inc. o/a Brick Oven Pizza, by and on behalf of The Corporation of the City of Belleville.
3. THAT the Clerk be and is hereby authorized to affix to the said Agreement the Corporate Seal of The Corporation of the City of Belleville.

THIS BY-LAW SHALL COME INTO FORCE AND TAKE EFFECT IMMEDIATELY ON AND AFTER THE PASSING THEREOF.

Read a first time this 30th day of **April 2019**.

Read a second time this 30th day of **April 2019**.

Read a third time and finally passed this 30th day of **April 2019**.

MITCH PANCIUK

MAYOR

MATT MACDONALD

CITY CLERK

CITY OF BELLEVILLE
LICENSE AGREEMENT

Made the 24 day of April, 2019

BETWEEN:

**THE CORPORATION OF THE CITY OF
BELLEVILLE,**

(the "Licensor" or "City")

- and -

**2529727 ONTARIO INC. O/A BRICK OVEN
PIZZA,**

(the "Licensee")

In consideration of the license fees, covenants and obligations stipulated herein the Licensor and the Licensee have agreed to enter into a License for purposes of providing food and beverage services in the form of pizza, pastas, desserts and non-alcoholic beverages (the "Uses") from their food truck (the "Licensed Premises") located on the lands known municipally as Victoria Park, 86 South Front St., Belleville (the "Lands").

1. GRANT OF LICENSE

- (1) The Licensor grants a license of the Licensed Premises to the Licensee:
 - (a) at the License Fee set forth in Section 2;
 - (b) for the Term set forth in Section 3; and
 - (c) subject to the conditions and in accordance with the covenants, obligations and agreements herein.

- (2) The Licensee acknowledges the condition of the Lands and wood frame pop-up shop are delivered "as is" and there will be no upgrades provided by the Licensor.
 - a) The Licensed Premises shall include a 25' x 8' piece of land with a granular base, plus a 20' x 8' storage container to be shared by at least two (2) other Licensees.

2. LICENSE FEES

- (1) License Fees means the amounts payable by the Licensee to the City pursuant to this Section and includes Additional Charges.
- (2) The Licensee covenants to pay to the City, during the Term of this License, **a monthly fee of \$300 plus applicable HST** payable monthly in advance on the first day of each month of the term.

This License Fee includes hydro costs.

Water services (supply and disposal) are the responsibility of the Licensee.

The Licensee is permitted to use the existing public washrooms, if any on the Lands for its patrons and staff in common with other Licensees, City employees, staff and members of the public.

Up to four (4) 12 seat picnic tables will be provided to the park site by the City for use by the Licensees and/or patrons in common with other Licensees, City employees and staff and members of the public.

- (3) The Licensee further covenants to pay all other sums required by this License to be paid by him and agrees that all amounts payable by the Licensee to the City or to any other party pursuant to the provisions of this License shall be deemed to be additional charges ("Additional Charges") whether or not specifically designated as such in this License.
- (4) Except as otherwise set out in this License, the City and the Licensee agree that it is their mutual intention that this License shall be completely carefree and net for the City and that the City shall not, during the Term of this License, be required to make any payments in respect of the Lands or Licensed Premises except as expressly provided in this agreement:
 - a) and to effect the said intention of the parties, the Licensee promises to pay the following expenses related to the Licensed Premises as Additional Charges;
 - i) all food and beverage related costs;
 - ii) all propane required for heating, all required equipment for the Licensed Premises used by the Licensee;

- iii) all other charges, impositions, costs and expenses of every nature and kind whatsoever related to the Licensed Premises, unless otherwise agreed in this License;
 - b) and if any of the foregoing charges are invoiced directly to the Licensee, the Licensee shall pay same as and when they become due and shall produce proof of payment to the City;
 - c) and the Licensee hereby agrees to indemnify and protect the City from any liability accruing to the City in respect of the expenses or Additional Charges payable by the Licensee as provided for herein;
 - d) and if the Licensee fails to make any of the payments required by this License then the City may make such payments and charge to the Licensee as Additional Charges the amounts paid by the City; and if such charges are not paid by the Licensee on demand the City shall be entitled to the same remedies and may take the same steps for recovery of the unpaid charges as in the event of License Fees in arrears.
- (5) Additional Charges shall be payable in monthly instalments in advance on the first day of each month of the Term.
- a) Where not separately metered or billed the payments of Additional Charges shall be based on the City's estimate of the expenses chargeable to the Licensee;
- (6) All payments to be made by the Licensee pursuant to this License shall be delivered to the City at the City's address for service set out in Section 13 or to such other place as the City may from time to time direct in writing.
- (7) All License Fees or Additional Charges in arrears and all sums paid by the City for expenses incurred which should have been paid by the Licensee shall bear interest from the date payment was due, or made, or expense incurred at the rate of eight (.8%) per annum.
- (8) The Licensee acknowledges and agrees that the payments of License Fees and Additional Charges provided for in this License shall be made without any deduction for any reason whatsoever unless expressly agreed to by the City in writing; and
- (a) no partial payment by the Licensee which is accepted by the City shall be considered as other than a partial payment on account

and shall not prejudice the City's right to recover any License Fees or Additional Charges owing.

3. TERM

- (1) The Licensee shall have the non-exclusive use of the Licensed Premises for a period of four (4) months, **commencing on the 15th day of May, 2019, and ending on the 15th day of September, 2019 (the "Term").**

4. ASSIGNMENT

- (1) The Licensee shall not assign this License or sublet all or any part of the Licensed Premises unless he first obtains the consent of the City in writing, which consent may be unreasonably withheld.
- (2) The consent of the City to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting.
- (3) Any consent given by the City to any assignment or other disposition of the Licensee's interest in the Licensed Premises shall not relieve the Licensee from his obligations under this Licence, including the obligation to pay License Fees and Additional Charges as provided for herein.

5. USE

- (1) During the Term of this License neither the Licensed Premises nor any part of the Lands shall be used for any purpose other than providing food and beverage services in the form of pizza, pastas, desserts and non-alcoholic beverages without the express consent of the City given in writing. Please see attached 'Schedule A' for the proposed Site Plan which is subject to amendment in the City's sole discretion.
- (2) The Licensee shall not do or permit to be done at the Lands anything which may:
 - a) constitute a nuisance;
 - b) cause damage to the Lands or Licensed Premises;
 - c) make void or voidable any insurance upon the Lands or Licensed Premises;

- d) constitute a breach of any by-law, statute, order or regulation of any municipal, provincial, federal or other competent authority relating to the Lands or Licensed Premises.

6. REPAIR AND MAINTENANCE

- (1) The Licensee covenants that during the term of this License and any renewal thereof the Licensee shall keep in good condition the Licensed Premises including all alterations and additions made thereto, and shall, with or without notice, promptly make all needed routine repairs as would a prudent owner and shall maintain any part of the Lands or common areas used by the Licensee in a safe, clean, refuse free and undamaged condition.
 - a) If upon examination by the City, repairs are found to be necessary, written notice of the repairs required shall be given to the Licensee by or on behalf of the City and the Licensee shall make the necessary repairs within the time specified in the notice;
 - b) and if the Licensee refuses or neglects to keep the Licensed Premises in good repair the City may, but shall not be obliged to, make any necessary repairs, and shall be permitted to enter the Licensed Premises, by himself or his servants or agents, for the purpose of effecting the repairs without being liable to the Licensee for any loss, damage or inconvenience to the Licensee in connection with the City's entry and repairs; and if the City makes repairs the Licensee shall pay the cost of them immediately as Additional Charges.
- (2) Upon the expiry of the Term or other determination of this License the Licensee agrees peaceably to surrender the Licensed Premises, including any alterations or additions made thereto, to the City in a state of good repair, reasonable wear and tear excepted.

7. ALTERATIONS AND ADDITIONS

- (1) (a) If the Licensee, during the Term of this License or any renewal of it, desires to make any alterations or additions to the Licensed Premises, including but not limited to: erecting partitions, attaching equipment, and installing necessary furnishings or additional equipment of the Licensee's business, the Licensee may do so at his own expense, provided the Licensee has received the City's prior written approval which the City may unreasonably and arbitrarily withhold:
 - (b) any and all alterations or additions to the Licensed Premises made by the Licensee must comply with all applicable building code standards and by-laws of the City.

- (2) The Licensee 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.
- (3) No sign, advertisement or notice shall be inscribed, painted or affixed by the Licensee, or any other person on the Licensee's behalf, on any part of the Lands or Licensed Premises unless the sign, advertisement or notice

has been approved in every respect by the City.

- (4) The Licensee is responsible for providing any surrounding features desired to support business operations i.e. furniture (tables, chairs, waste receptacles, propane fire pits, etc.) within the shop area as have received prior written approval of the City.
- (5) The Licensee will be responsible for waste collection and cleaning of the Licensed Premises and any part of the Lands used by the Licensee or its patrons.
- (6) The Licensee agrees, at his own expense, and by whatever means may be necessary, immediately to obtain the release or discharge of any encumbrance that may be registered against the City's property in connection with any additions or alterations to the Licensed Premises made by the Licensee or in connection with any other activity of the Licensee.
- (7) The Licensee covenants that he will make good and repair or replace as necessary any damage caused to the Licensed Premises by the removal of the Licensee's goods, fixtures or equipment.
- (8) The Licensee shall, at his own expense, if requested by the City, remove any or all additions or improvements made by the Licensee and shall repair all damage caused by the installation or the removal or both.

8. INSURANCE/ WSIB/ APPROVALS

- (1) The Licensee covenants to keep the City indemnified against all claims and demands whatsoever by any person, whether in respect of damage to person or property, arising out of or occasioned by the maintenance, use or occupancy of the Lands or Licensed Premises or any part thereof. And the Licensee further covenants to indemnify the City with respect to any encumbrance on or damage to the Lands or Licensed Premises occasioned by or arising from the act, default, or negligence

of the Licensee, its officers, agents, servants, employees, contractors, customers, invitees or licensees: and the Licensee agrees that the foregoing indemnity shall survive the termination of this License. Provided that, notwithstanding the foregoing, the parties agree that the Licensee shall not be liable for damages to person or property to the extent they are due solely to the fault or negligence of the City or its staff.

- (2) The Licensee shall carry insurance in his own name of a minimum of \$5,000,000 per occurrence, insuring against the risk of damage to the Licensee's property on the Licensed Premises caused by fire or other perils and the policy shall provide for coverage on a replacement cost basis to protect the Licensee's stock-in-trade, equipment, Trade Fixtures, decorations and improvements.
- (3) The Licensee shall carry public liability and property damage insurance of no less than \$5,000,000 per occurrence in which policy the City shall be a named insured and the policy shall include a cross-liability endorsement; and the Licensee shall provide the City with a copy of the policy
- (4) **WORKPLACE SAFETY AND INSURANCE BOARD**
 - a) During the term of the Contract, the Licensee shall ensure that the City has a current and valid "**Clearance Certificate.**"
 - b) The City reserves the right to terminate the License in the event there is not a current and valid Clearance Certificate.
 - c) The Licensee clearly understands and agrees that they are not, nor is anyone hired by them, covered by the City under the **Workplace Safety Insurance Act, Employment Insurance Act**, or any other act whether provincial or federal in respect of themselves, their employees and operations, and shall, upon request, furnish the City with satisfactory evidence that they have complied with the provisions of any such Acts.
 - d) Information on coverage under the **Workplace Safety and Insurance Act** can be obtained directly from the WSIB. The City is not to be deemed the employer of the Licensee or its personnel under any circumstances whatsoever.
 - e) The Licensee will file a "Certificate of Clearance" from the WSIB prior to commencing the Contract. Clearance certificates should be renewed every ninety (90) days during the term of the Contract.

(5) APPROVALS

- a) The Licensee shall obtain and post the required licensing to operate the Licensee's business and submit a copy to the City's Licensing Officer prior to opening.
- b) The Licensee shall obtain all approvals necessary to operate the business including the Local Health Department. A copy of the regular inspection record from the Health Department Inspector shall be provided to the City.
- c) The Licensee shall comply with all by-laws, rules and regulations set forth by the City of Belleville, Belleville Police Service, Medical Officer of Health, and all other bodies authorized to make by-laws, rules or regulations governing operation of the business.
- d) The Licensee shall comply with the Public Health Act, R.S.O. 1970, Chapter 377, as amended, respecting foodstuffs, and all regulations and conditions within the food premises regulations under the Public Health Act R.S.O., 1990, Chapter 409, Regulation # 840.
- e) All meat products shall meet or exceed the minimum grades and specifications set for by the Department of Health.

9. DAMAGE TO THE LICENSED PREMISES

- (1) If the Licensed Premises or the building in which the Premises are located are damaged or destroyed, in whole or in part, by fire or other peril, then the following provisions shall apply:
 - a) if the damage or destruction renders the Licensed Premises unfit for occupancy and impossible to repair or rebuild using reasonable diligence within thirty (30) clear days from the happening of such damage or destruction, then the Term hereby granted shall cease from the date the damage or destruction occurred, and the Licensee shall immediately surrender the remainder of the Term and relinquish all possession and no further License Fees will accrue.
 - b) if the Licensed Premises can with reasonable diligence be repaired and rendered fit for occupancy within thirty (30) days from the happening of the damage or destruction, but the damage renders the Licensed Premises unfit for occupancy, then the License Fees hereby reserved shall not accrue after the day that such damage occurred, or while the process of any repair is going on, and the City may, at its option either repair the Premises with all reasonable speed, and the Licensee's

obligation to pay License Fees shall resume immediately after the necessary repairs have been completed or the City may elect to terminate this License;

- (2) Any question as to the degree of damage or destruction or the period of time required to repair or rebuild shall be determined by the City in its sole discretion.
- (3) Apart from the provisions of Section 9(1) there shall be no abatement from or reduction of the License Fees payable by the Licensee, nor shall the Licensee be entitled to claim against the City for any damages, general or special, caused by fire, water, partial or temporary failure or stoppage of services or utilities from any cause whatsoever.

10. ACTS OF DEFAULT AND CITY'S REMEDIES

- (1) An Act of Default has occurred when:
 - a) the Licensee has failed to pay License Fees for a period of seven (7) consecutive days after notice given by the City;
 - b) either party has breached its covenants or failed to perform any of its obligations under this License; and
 - (i) the City has given seven (7) days notice specifying the nature of the default and the steps required to correct it; and
 - (ii) the Licensee has failed to correct the default within said seven (7) day period.
- (2) When an Act of Default has occurred, the City shall have the right to terminate this License upon notice to the Licensee.
- (3) If, because an Act of Default has occurred, the City exercises his right to terminate this License and re-enter the Premises prior to the end of the Term, the Licensee shall nevertheless be liable for payment of License Fees and Additional Charges until the end of the Term of this License.
- (4) If, when an Act of Default has occurred, the City chooses to waive its right to exercise the remedies available to it under this License or at law the waiver shall not constitute condonation of the Act of Default, nor shall the waiver be pleaded as an estoppels against the City to prevent his exercising his remedies with respect to a subsequent Act of Default:

- (a) no covenant, term or condition of this License shall be deemed to have been waived by the City unless the waiver is in writing and signed by the City.

11. TERMINATION UPON NOTICE AND AT END OF TERM

- (1) If the Lands are expropriated by any competent authority the City shall have the right to terminate this License by giving thirty (30) clear days' notice in writing to the Licensee.
- (2) If the Licensee remains in possession of the Licensed Premises after termination of this License as aforesaid and if the City then accepts License Fees for the Premises from the Licensee, it is agreed that such overholding by the Licensee and acceptance of License Fees by the City shall create a weekly License only but the License shall remain subject to all the terms and conditions of this License except those regarding the Term.

12. RULES AND REGULATIONS

The Licensee agrees on behalf of itself and all persons entering the Lands or Licensed Premises with the Licensee's authority or permission to abide by such reasonable rules and regulations that form part of this License and as the City may make from time to time.

13. NOTICE

- (1) Any notice required or permitted to be given by one party to the other pursuant to the terms of this License may be given

To the Licensor at:

169 Front St., Belleville, Ontario, K8N 2Y8.

To the Licensee at:

86 South Front St., Belleville, Ontario K8N 2Y3

- (2) The above addresses may be changed at any time by giving ten (10) days written notice.
- (3) Any notice given by one party to the other in accordance with the provisions of this License shall be deemed conclusively to have been

received on the date delivered if the notice is served personally or seventy-two (72) hours after mailing if the notice is mailed.

14. INTERPRETATION

- (1) The words importing the singular number only shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine gender, and words importing persons shall include firms and corporations and vice versa.
- (2) Unless the context otherwise requires, the word "Licensor" and the word "Licensee" wherever used herein shall be construed to include the executors, administrators, successors and assigns of the Licensor and Licensee, respectively.
- (3) When there are two or more Licensees bound by the same covenants herein contained, their obligations shall be joint and several.

In Witness of the foregoing covenants the Licensor and the Licensee have executed this License as of the date first written above.

**DAVID PICKETT FOR
2529727 ONTARIO INC. O/A BRICK OVEN
PIZZA**

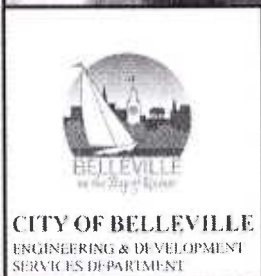
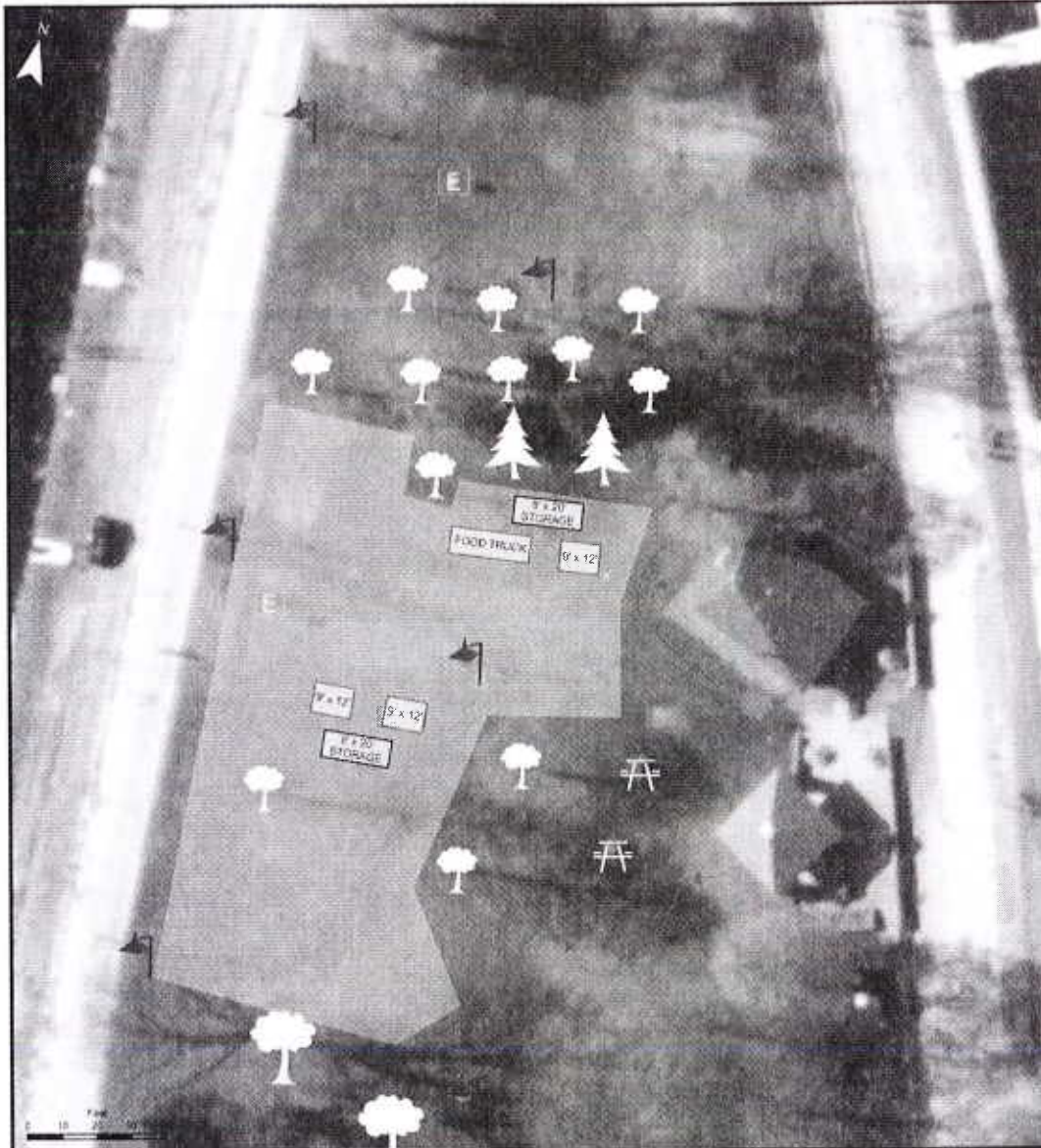
Per: _____
David Pickett

**THE CORPORATION OF THE CITY OF
BELLEVILLE**

Per: _____
Mayor – Mitch Panciuk

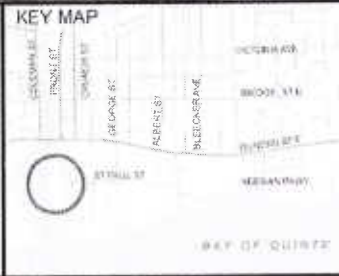
Per: _____
City Clerk – Matt MacDonald

Schedule A



SITE PLAN

VICTORIA PARK
86 SOUTH FRONT ST
BELLEVILLE, ON



THE CORPORATION OF THE CITY OF BELLEVILLE

BY-LAW NUMBER 2019-86

A BY-LAW TO APPROVE AND AUTHORIZE THE EXECUTION OF A SUBDIVISION AGREEMENT BETWEEN GCL DEVELOPMENTS LTD. AND THE CORPORATION OF THE CITY OF BELLEVILLE FOR PHASE 7 OF THE DEERFIELD PARK SUBDIVISION

THE COUNCIL OF THE CORPORATION OF THE CITY OF BELLEVILLE ENACTS AS FOLLOWS:

1. THAT Council hereby approves and authorizes Phase 7 of a Subdivision Agreement between GCL Developments Ltd. and The Corporation of the City of Belleville.
2. THAT the Mayor and the Clerk are hereby authorized to execute the said Subdivision Agreement between GCL Developments Ltd. and The Corporation of the City of Belleville, and any related documentation, by and on behalf of The Corporation of the City of Belleville.
3. THAT the Clerk be and is hereby authorized to affix to the said Subdivision Agreement the Corporate Seal of The Corporation of the City of Belleville.

THIS BY-LAW SHALL COME INTO FORCE AND TAKE EFFECT IMMEDIATELY ON AND AFTER THE PASSING THEREOF.

Read a first time this 30th day of **April, 2019**.

Read a second time this 30th day of **April, 2019**.

Read a third time and finally passed this 30th day of **April, 2019**.

MITCH PANCIUK

MAYOR

MATT MACDONALD

CITY CLERK

THE CORPORATION OF THE CITY OF BELLEVILLE

BY-LAW NUMBER 2019-87

A BY-LAW TO PROVIDE THAT SUBSECTION 50 (5) OF THE PLANNING ACT, R.S.O. 1990, DOES NOT APPLY TO THE LANDS IDENTIFIED AS BLOCK 35, REGISTERED PLAN 21M-293, CITY OF BELLEVILLE, COUNTY OF HASTINGS

WHEREAS, the Council of The Corporation of the City of Belleville deems it advisable and in the public interest that provision be made by by-law pursuant to Subsection 50 (7), of The Planning Act, R.S.O. 1990, that Subsection 50 (5) of The Planning Act, R.S.O. 1990, shall not apply to the lands identified as Block 35, Registered Plan 21M-293, City of Belleville, County of Hastings.

NOW, THEREFORE, THE COUNCIL OF THE CORPORATION OF THE CITY OF BELLEVILLE ENACTS AS FOLLOWS:

1. THAT Subsection 50 (5) of The Planning Act, R.S.O. 1990, shall not apply to the lands identified as Block 35, Registered Plan 21M-293, City of Belleville, County of Hastings.
2. THAT this By-law expire one (1) year from the date of its enactment by Council.

THIS BY-LAW SHALL COME INTO FORCE AND TAKE EFFECT IMMEDIATELY ON AND AFTER THE PASSING THEREOF.

Read a first time this 30th day of **April, 2019**.

Read a second time this 30th day of **April, 2019**.

Read a third time and finally passed this 30th day of **April, 2019**.

MITCH PANCIUK

MAYOR

MATT MACDONALD

CITY CLERK

THE CORPORATION OF THE CITY OF BELLEVILLE

BY-LAW NUMBER 2019-88

A BY-LAW TO PROVIDE THAT SUBSECTION 50 (5) OF THE PLANNING ACT, R.S.O. 1990, DOES NOT APPLY TO THE LANDS IDENTIFIED AS BLOCK 57, REGISTERED PLAN 21M-288, CITY OF BELLEVILLE, COUNTY OF HASTINGS

WHEREAS, the Council of The Corporation of the City of Belleville deems it advisable and in the public interest that provision be made by by-law pursuant to Subsection 50 (7), of The Planning Act, R.S.O. 1990, that Subsection 50 (5) of The Planning Act, R.S.O. 1990, shall not apply to the lands identified as Block 57, Registered Plan 21M-288, City of Belleville, County of Hastings.

NOW, THEREFORE, THE COUNCIL OF THE CORPORATION OF THE CITY OF BELLEVILLE ENACTS AS FOLLOWS:

1. THAT Subsection 50 (5) of The Planning Act, R.S.O. 1990, shall not apply to the lands identified as Block 57, Registered Plan 21M-288, City of Belleville, County of Hastings.
2. THAT this By-law expire one (1) year from the date of its enactment by Council.

THIS BY-LAW SHALL COME INTO FORCE AND TAKE EFFECT IMMEDIATELY ON AND AFTER THE PASSING THEREOF.

Read a first time this 30th day of **April, 2019**.

Read a second time this 30th day of **April, 2019**.

Read a third time and finally passed this 30th day of **April, 2019**.

MITCH PANCIUK

MAYOR

MATT MACDONALD

CITY CLERK