

**THE CORPORATION OF
NORTH ALGONA WILBERFORCE TOWNSHIP
BY-LAW NO. 2020-06**

A BY-LAW:

- (I) TO AUTHORIZE THE PERMANENT CLOSING OF CERTAIN PORTIONS OF THE SHORELINE ROAD ALLOWANCE ALONG LAKE DORE, FRONTING PART LOT 8, LAKE DORE RANGE BEING PART 1, RP49R-19127 NOW IN THE TOWNSHIP OF NORTH ALGONA WILBERFORCE, COUNTY OF RENFREW;
- (ii) TO DECLARE THE FOREGOING LANDS AND OTHER LANDS AS SURPLUS TO THE MUNICIPALITY'S NEEDS;
- (iii) TO AUTHORIZE THE SELLING OF SUCH LANDS;
AND

IN ACCORDANCE WITH SECTIONS 34 OF THE
MUNICIPAL ACT, 2001, S.O. 2001, CHAPTER 25.

WHEREAS Council deems it to be in the best interest of the municipality that those portions of the Shoreline Road Allowance along Lake Dore fronting Part Lot 8, Lake Dore Range, in the geographic Township of Wilberforce, now in the Township of North Algona Wilberforce, being Part 1 49R-19127, being Part of PIN 57419-0153 (LT) (the Shoreline Road Allowance), be permanently closed pursuant to Section 34 of the Municipal Act, 2001, S.O. 2001, Chapter 25 as amended.

AND WHEREAS it is further deemed expedient and in the interest of The Corporation of North Algona Wilberforce Township that the Shoreline Road Allowance be declared surplus to the municipality's needs;

AND WHEREAS notice of this by-law has been given in accordance with the procedures approved by Council for giving such notice;

AND WHEREAS Council wishes to transfer the Shoreline Road Allowance to Dolores Martin and Terrence Martin as the owners of those lands located, immediately opposite the Shoreline Road Allowance and more particularly described as Part Lot 8, Lake Dore Range, Wilberforce being Part 3, RP49R 16518, Being All of PIN 57419-0112 (LT), Now in the Township of North Algona Wilberforce, County of Renfrew.

NOW THEREFORE the Council of the Corporation of the North Algona Wilberforce Township hereby enacts as follows:

1. Those portions of the Shoreline Road Allowance along Lake Dore, Fronting Part Lot 8, Lake Dore Range, Being Part 1 Plan 49R-19127, Now In North Algona Wilberforce Township, Being Part of PIN 57419-0153 (LT) be permanently closed.
2. The foregoing portions of the Shoreline Road Allowance are hereby declared surplus to the municipality's needs.

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3. In consideration of the sum of Three Hundred and Eleven Dollars. \$311.00 (\$1.00 per linear foot of frontage), receipt of which is hereby acknowledged, and other good and valuable consideration paid to the municipality, the Shoreline Road Allowance be conveyed to Dolores Martin and Terrence Martin.
4. The transfer to Dolores Martin and Terrence Martin shall be conditional upon entering a restrictive covenant agreement satisfactory to the Municipality and to be registered against the property currently owned by them, being PIN 57419-0112 (LT) and the Shoreline Road Allowance to be transferred to them, the effect of which is to ensure the Shoreline Road Allowance and the Martin Property are dealt with in the future as a single parcel of land.
5. The Mayor and Chief Administrative Officer/Acting Clerk (CAO) of The Corporation of the Township of North Algona Wilberforce be and are hereby authorized to execute on behalf of the municipality under corporate seal such transfers, acknowledgements, directions and other documents as may be necessary to convey title to the lands to be conveyed by the municipality.
6. This by-law shall not take effect until a certified copy hereof has been registered in the Registry Office for the Land Titles Office of Renfrew (No. 49).
7. That by-law 2018-96 shall be rescinded in its entirety.

READ AND PASSED this 23rd Day of January, 2020.

Mayor, James Brose

CAO/Acting Clerk Andrew Sprunt

**THE CORPORATION OF
NORTH ALGONA WILBERFORCE TOWNSHIP**

BY-LAW NO. 2020-07

Being a by-law to authorize an Agreement between

WHEREAS the Council of North Algona Wilberforce Township deems it expedient to enter into an Agreement with Dolores Martin and Terrence Martin

NOW THEREFORE Council hereby enacts as follows:

1. North Algona Wilberforce Township shall enter into an agreement with substantially in the form of the agreement attached hereto and marked as Schedule "A" to this By-Law.
2. The Mayor, or his designate, and the CAO/Acting Clerk, or his designate, be and are hereby authorized to sign the agreement on behalf of the North Algona Wilberforce Township.
3. This by-law shall come into force and take effect upon the date of the final passing thereof.
4. That By-law 2018-97 shall be rescinded in its entirety.

READ A FIRST AND SECOND TIME THIS 23rd day of January, 2020.

READ A THIRD TIME AND PASSED THIS 23rd day of January, 2020.

Mayor, James Brose

CAO/Acting Clerk, Andrew Sprunt

THIS AGREEMENT made this day of day of , 2020

B E T W E E N:

DOLORES MARTIN and TERRENCE MARTIN

(the "Owner")

OF THE FIRST PART

-and-

THE CORPORATION OF THE
NORTH ALGONA WILBERFORCE TOWNSHIP

(the "Municipality")

OF THE SECOND PART

WHEREAS the Owner is the registered owner of those lands more particularly described in Schedule "A";

AND WHEREAS the Owner shall receive from the Municipality a conveyance of the Shoreline Road Allowance, the description for which is set out in Schedule "B";

AND WHEREAS it is the intention of the parties that, despite Section 50(3) of the Planning Act, the lands described in Schedules "A" and "B" (hereinafter referred to as the "Owners Lands" shall hereinafter be used and developed as a single parcel of land and the Owner covenants and agrees not to transfer title to the Owner's Lands except in accordance with the terms of this Agreement;

AND WHEREAS it is the intention of the Parties that such covenants by the Owner shall form a restrictive covenant running with the title to the Owner's Lands;

NOW THEREFORE WITNESSETH that in consideration of the mutual covenants and agreements contained herein, the Parties agree with each other as follows:

1. The Owner covenants and agrees with the Municipality that, despite the provisions of section 50(3) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended and any successor legislation thereto, the Owner shall not convey by way of a deed, or transfer, or grant, assign or exercise a power of appointment, or mortgage or charge, or enter into an Agreement of Sale and Purchase, or enter into any agreement that has the effect of granting, directly or by entitlement to renewal for a period of 21 years or more, the use of or right in the Owner's Lands unless:
 - (a) All of the Owner's Lands are dealt with simultaneously as one parcel of land; or
 - (b) Consent to sever the Owner's Lands is given in accordance with the provisions of the *Planning Act*; or
 - (c) The Municipality consents to the release of this Restrictive Covenant Agreement from all or part of the Owner's Lands, which consent may be arbitrarily withheld.

2. The Owner further covenants and agrees that the obligations contained herein shall constitute a restriction that runs with and is legally annexed to the title to the Owner's Lands for the benefit of the Benefiting Lands owned by the Municipality.
3. This Agreement shall be binding upon and enure to the benefit of the personal representatives, successors and assigns of the Parties.
4. That By-law 2018-97 shall be rescinded in its entirety.

IN WITNESS WHEREOF the Parties hereto have by their hands and seals signed this Agreement as at the date first set out above.

THE CORPORATION OF THE
NORTH ALGONA WILBERFORCE
Per:

Mayor, James Brose

CAO/Acting Clerk, Andrew Sprunt

Dolores Martin

Terrence Martin

SCHEDULE "A"

Owner's Lands

Part Lot 8, Lake Dore Range, Wilberforce, Part 3. Plan 49R16518; North Algona
Wilberforce Township. Being Part of PIN 57419-0112 (LT)

SCHEDULE "B"

Benefiting Lands

Part Of The Shoreline Road Allowance along Lake Dore Fronting on Part Lot 8 Lake Dore Range, Wilberforce, Being Part 1 Plan 49R-19127, Now In North Algona Wilberforce Township. Being Part of PIN 57419-0153 (LT)

**THE CORPORATION OF
NORTH ALGONA WILBERFORCE TOWNSHIP
BY-LAW NO. 2020-08**

A BY-LAW:

- (I) TO AUTHORIZE THE PERMANENT CLOSING OF CERTAIN PORTIONS OF THE SHORELINE ROAD ALLOWANCE ALONG LAKE DORE, FRONTING PART LOT 8, LAKE DORE RANGE BEING PART 4, RP49R-19125 NOW IN THE TOWNSHIP OF NORTH ALGONA WILBERFORCE, COUNTY OF RENFREW;
- (ii) TO DECLARE THE FOREGOING LANDS AND OTHER LANDS AS SURPLUS TO THE MUNICIPALITY'S NEEDS;
- (iii) TO AUTHORIZE THE SELLING OF SUCH LANDS;
AND

IN ACCORDANCE WITH SECTIONS 34 OF THE
MUNICIPAL ACT, 2001, S.O. 2001, CHAPTER 25.

WHEREAS Council deems it to be in the best interest of the municipality that those portions of the Shoreline Road Allowance along Lake Dore fronting Part Lot 8, Lake Dore Range, in the geographic Township of Wilberforce, now in the Township of North Algona Wilberforce, being Part 4 49R-19125, being Part of PIN 57419-0153 (LT) (the Shoreline Road Allowance), be permanently closed pursuant to Section 34 of the Municipal Act, 2001, S.O. 2001, Chapter 25 as amended.

AND WHEREAS it is further deemed expedient and in the interest of The Corporation of North Algona Wilberforce Township that the Shoreline Road Allowance be declared surplus to the municipality's needs;

AND WHEREAS notice of this by-law has been given in accordance with the procedures approved by Council for giving such notice;

AND WHEREAS Council wishes to transfer the Shoreline Road Allowance to Dolores Martin and Terrence Martin as the owners of those lands located, immediately opposite the Shoreline Road Allowance and more particularly described as Part Lot 8, Lake Dore Range, Wilberforce being Part 3, RP49R 16518, Being All of PIN 57419-0112 (LT), Now in the Township of North Algona Wilberforce, County of Renfrew.

NOW THEREFORE the Council of the Corporation of the North Algona Wilberforce Township hereby enacts as follows:

1. Those portions of the Shoreline Road Allowance along Lake Dore, Fronting Part Lot 8, Lake Dore Range, Being Part 4 Plan 49R-19125, Now In North Algona Wilberforce Township, Being Part of PIN 57419-0153 (LT) be permanently closed.
2. The foregoing portions of the Shoreline Road Allowance are hereby declared surplus to the municipality's needs.

3. In consideration of the sum of One Hundred and Fourteen Dollars. \$114.00 (\$1.00 per linear foot of frontage), receipt of which is hereby acknowledged, and other good and valuable consideration paid to the municipality, the Shoreline Road Allowance be conveyed to Dolores Martin and Terrence Martin.
4. The transfer to Dolores Martin and Terrence Martin shall be conditional upon entering a restrictive covenant agreement satisfactory to the Municipality and to be registered against the property currently owned by them, being PIN 57419-0112 (LT) and the Shoreline Road Allowance to be transferred to them, the effect of which is to ensure the Shoreline Road Allowance and the Martin Property are dealt with in the future as a single parcel of land.
5. The Mayor and Chief Administrative Officer/Acting Clerk (CAO) of The Corporation of the Township of North Algona Wilberforce be and are hereby authorized to execute on behalf of the municipality under corporate seal such transfers, acknowledgements, directions and other documents as may be necessary to convey title to the lands to be conveyed by the municipality.
6. This by-law shall not take effect until a certified copy hereof has been registered in the Registry Office for the Land Titles Office of Renfrew (No. 49).
7. That By-law 2018-90 be rescinded in its entirety.

READ AND PASSED this 23rd Day of January 2020.

Mayor, James Brose

CAO/Acting Clerk Andrew Sprunt

**THE CORPORATION OF
NORTH ALGONA WILBERFORCE TOWNSHIP**

BY-LAW NO. 2020-09

Being a by-law to authorize an Agreement between

WHEREAS the Council of North Algona Wilberforce Township deems it expedient to enter into an Agreement with Dolores Martin and Terrence Martin

NOW THEREFORE Council hereby enacts as follows:

1. North Algona Wilberforce Township shall enter into an agreement with substantially in the form of the agreement attached hereto and marked as Schedule "A" to this By-Law.
2. The Mayor, or his designate, and the CAO/Acting Clerk, or his designate, be and are hereby authorized to sign the agreement on behalf of the North Algona Wilberforce Township.
3. This by-law shall come into force and take effect upon the date of the final passing thereof.
4. That By-law 2018-91 be rescinded in its entirety.

READ A FIRST AND SECOND TIME THIS 23rd day of January, 2020.

READ A THIRD TIME AND PASSED THIS 23rd day of January, 2020.

Mayor, James Brose

CAO/Acting Clerk, Andrew Sprunt

THIS AGREEMENT made this day of day of 2020

B E T W E E N:

DOLORES MARTIN and TERRENCE MARTIN

(the "Owner")

OF THE FIRST PART

-and-

THE CORPORATION OF THE
NORTH ALGONA WILBERFORCE TOWNSHIP

(the "Municipality")

OF THE SECOND PART

WHEREAS the Owner is the registered owner of those lands more particularly described in Schedule "A";

AND WHEREAS the Owner shall receive from the Municipality a conveyance of the Shoreline Road Allowance, the description for which is set out in Schedule "B";

AND WHEREAS it is the intention of the parties that, despite Section 50(3) of the Planning Act, the lands described in Schedules "A" and "B" (hereinafter referred to as the "Owners Lands" shall hereinafter be used and developed as a single parcel of land and the Owner covenants and agrees not to transfer title to the Owner's Lands except in accordance with the terms of this Agreement;

AND WHEREAS it is the intention of the Parties that such covenants by the Owner shall form a restrictive covenant running with the title to the Owner's Lands;

NOW THEREFORE WITNESSETH that in consideration of the mutual covenants and agreements contained herein, the Parties agree with each other as follows:

1. The Owner covenants and agrees with the Municipality that, despite the provisions of section 50(3) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended and any successor legislation thereto, the Owner shall not convey by way of a deed, or transfer, or grant, assign or exercise a power of appointment, or mortgage or charge, or enter into an Agreement of Sale and Purchase, or enter into any agreement that has the effect of granting, directly or by entitlement to renewal for a period of 21 years or more, the use of or right in the Owner's Lands unless:
 - (a) All of the Owner's Lands are dealt with simultaneously as one parcel of land; or
 - (b) Consent to sever the Owner's Lands is given in accordance with the provisions of the *Planning Act*; or
 - (c) The Municipality consents to the release of this Restrictive Covenant Agreement from all or part of the Owner's Lands, which consent may be arbitrarily withheld.

2. The Owner further covenants and agrees that the obligations contained herein shall constitute a restriction that runs with and is legally annexed to the title to the Owner's Lands for the benefit of the Benefiting Lands owned by the Municipality.
3. This Agreement shall be binding upon and enure to the benefit of the personal representatives, successors and assigns of the Parties.

IN WITNESS WHEREOF the Parties hereto have by their hands and seals signed this Agreement as at the date first set out above.

THE CORPORATION OF THE
NORTH ALGONA WILBERFORCE
Per:

Mayor, James Brose

CAO/Acting Clerk, Andrew Sprunt

Dolores Martin

Terrence Martin

SCHEDULE "A"

Owner's Lands

Part Lot 8, Lake Dore Range, Wilberforce, Part 3. Plan 49R16518; North Algona
Wilberforce Township. Being Part of PIN 57419-0112 (LT)

SCHEDULE "B"

Benefiting Lands

Part Of The Shoreline Road Allowance along Lake Dore Fronting on Part Lot 8 Lake Dore Range, Wilberforce, Being Part 4 Plan 49R-19125, Now In North Algona Wilberforce Township. Being Part of PIN 57419-0153 (LT)

**THE CORPORATION OF
NORTH ALGONA WILBERFORCE TOWNSHIP
BY-LAW NO. 2020-10**

A BY-LAW:

- (I) TO AUTHORIZE THE PERMANENT CLOSING OF CERTAIN PORTIONS OF THE SHORELINE ROAD ALLOWANCE ALONG LAKE DORE, FRONTING PART LOT 8, LAKE DORE RANGE BEING PART 5, RP49R-19125 NOW IN THE TOWNSHIP OF NORTH ALGONA WILBERFORCE, COUNTY OF RENFREW;
- (ii) TO DECLARE THE FOREGOING LANDS AND OTHER LANDS AS SURPLUS TO THE MUNICIPALITY'S NEEDS;
- (iii) TO AUTHORIZE THE SELLING OF SUCH LANDS;
AND

IN ACCORDANCE WITH SECTIONS 34 OF THE
MUNICIPAL ACT, 2001, S.O. 2001, CHAPTER 25.

WHEREAS Council deems it to be in the best interest of the municipality that those portions of the Shoreline Road Allowance along Lake Dore fronting Part Lot 8, Lake Dore Range, in the geographic Township of Wilberforce, now in the Township of North Algona Wilberforce, being Part 5 49R-19125, being Part of PIN 57419-0153 (LT) (the Shoreline Road Allowance), be permanently closed pursuant to Section 34 of the Municipal Act, 2001, S.O. 2001, Chapter 25 as amended.

AND WHEREAS it is further deemed expedient and in the interest of The Corporation of North Algona Wilberforce Township that the Shoreline Road Allowance be declared surplus to the municipality's needs;

AND WHEREAS notice of this by-law has been given in accordance with the procedures approved by Council for giving such notice;

AND WHEREAS Council wishes to transfer the Shoreline Road Allowance to Dolores Martin and Terrence Martin as the owners of those lands located, immediately opposite the Shoreline Road Allowance and more particularly described as Part Lot 8, Lake Dore Range, Wilberforce being Part 3, RP49R 16518, Being All of PIN 57419-0112 (LT), Now in the Township of North Algona Wilberforce, County of Renfrew.

NOW THEREFORE the Council of the Corporation of the North Algona Wilberforce Township hereby enacts as follows:

1. Those portions of the Shoreline Road Allowance along Lake Dore, Fronting Part Lot 8, Lake Dore Range, Being Part 5 Plan 49R-19125, Now In North Algona Wilberforce Township, Being Part of PIN 57419-0153 (LT) be permanently closed.
2. The foregoing portions of the Shoreline Road Allowance are hereby declared surplus to the municipality's needs.

3. In consideration of the sum of One Hundred and Fourteen Dollars. \$114.00 (\$1.00 per linear foot of frontage), receipt of which is hereby acknowledged, and other good and valuable consideration paid to the municipality, the Shoreline Road Allowance be conveyed to Dolores Martin and Terrence Martin.
4. The transfer to Dolores Martin and Terrence Martin shall be conditional upon entering a restrictive covenant agreement satisfactory to the Municipality and to be registered against the property currently owned by them, being PIN 57419-0112 (LT) and the Shoreline Road Allowance to be transferred to them, the effect of which is to ensure the Shoreline Road Allowance and the Martin Property are dealt with in the future as a single parcel of land.
5. The Mayor and Chief Administrative Officer/Acting Clerk (CAO) of The Corporation of the Township of North Algona Wilberforce be and are hereby authorized to execute on behalf of the municipality under corporate seal such transfers, acknowledgements, directions and other documents as may be necessary to convey title to the lands to be conveyed by the municipality.
6. This by-law shall not take effect until a certified copy hereof has been registered in the Registry Office for the Land Titles Office of Renfrew (No. 49).
7. That By-laws 2018-92 be rescinded in its entirety.

READ AND PASSED this 23rd Day of January 2020.

Mayor, James Brose

CAO/Acting Clerk Andrew Sprunt

**THE CORPORATION OF
NORTH ALGONA WILBERFORCE TOWNSHIP**

BY-LAW NO. 2020-11

Being a by-law to authorize an Agreement between

WHEREAS the Council of North Algona Wilberforce Township deems it expedient to enter into an Agreement with Dolores Martin and Terrence Martin

NOW THEREFORE Council hereby enacts as follows:

1. North Algona Wilberforce Township shall enter into an agreement with substantially in the form of the agreement attached hereto and marked as Schedule "A" to this By-Law.
2. The Mayor, or his designate, and the CAO/Acting Clerk, or his designate, be and are hereby authorized to sign the agreement on behalf of the North Algona Wilberforce Township.
3. This by-law shall come into force and take effect upon the date of the final passing thereof.
4. That By-laws 2018-93 be rescinded in its entirety.

READ A FIRST AND SECOND TIME THIS 23rd day of January, 2020.

READ A THIRD TIME AND PASSED THIS 23rd day of January, 2020.

Mayor, James Brose

CAO/Acting Clerk, Andrew Sprunt

THIS AGREEMENT made this day of day of , 2020

B E T W E E N:

DOLORES MARTIN and TERRENCE MARTIN

(the "Owner")

OF THE FIRST PART

-and-

THE CORPORATION OF THE
NORTH ALGONA WILBERFORCE TOWNSHIP

(the "Municipality")

OF THE SECOND PART

WHEREAS the Owner is the registered owner of those lands more particularly described in Schedule "A";

AND WHEREAS the Owner shall receive from the Municipality a conveyance of the Shoreline Road Allowance, the description for which is set out in Schedule "B";

AND WHEREAS it is the intention of the parties that, despite Section 50(3) of the Planning Act, the lands described in Schedules "A" and "B" (hereinafter referred to as the "Owners Lands" shall hereinafter be used and developed as a single parcel of land and the Owner covenants and agrees not to transfer title to the Owner's Lands except in accordance with the terms of this Agreement;

AND WHEREAS it is the intention of the Parties that such covenants by the Owner shall form a restrictive covenant running with the title to the Owner's Lands;

NOW THEREFORE WITNESSETH that in consideration of the mutual covenants and agreements contained herein, the Parties agree with each other as follows:

1. The Owner covenants and agrees with the Municipality that, despite the provisions of section 50(3) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended and any successor legislation thereto, the Owner shall not convey by way of a deed, or transfer, or grant, assign or exercise a power of appointment, or mortgage or charge, or enter into an Agreement of Sale and Purchase, or enter into any agreement that has the effect of granting, directly or by entitlement to renewal for a period of 21 years or more, the use of or right in the Owner's Lands unless:
 - (a) All of the Owner's Lands are dealt with simultaneously as one parcel of land; or
 - (b) Consent to sever the Owner's Lands is given in accordance with the provisions of the *Planning Act*; or
 - (c) The Municipality consents to the release of this Restrictive Covenant Agreement from all or part of the Owner's Lands, which consent may be arbitrarily withheld.

2. The Owner further covenants and agrees that the obligations contained herein shall constitute a restriction that runs with and is legally annexed to the title to the Owner's Lands for the benefit of the Benefiting Lands owned by the Municipality.
3. This Agreement shall be binding upon and enure to the benefit of the personal representatives, successors and assigns of the Parties.

IN WITNESS WHEREOF the Parties hereto have by their hands and seals signed this Agreement as at the date first set out above.

THE CORPORATION OF THE
NORTH ALGONA WILBERFORCE
Per:

Mayor, James Brose

CAO/Acting Clerk, Andrew Sprunt

Dolores Martin

Terrence Martin

SCHEDULE "A"

Owner's Lands

Part Lot 8, Lake Dore Range, Wilberforce, Part 3. Plan 49R16518; North Algona
Wilberforce Township. Being Part of PIN 57419-0112 (LT)

SCHEDULE "B"

Benefiting Lands

Part Of The Shoreline Road Allowance along Lake Dore Fronting on Part Lot 8 Lake Dore Range, Wilberforce, Being Part 5 Plan 49R-19125, Now In North Algona Wilberforce Township. Being Part of PIN 57419-0153 (LT)

**THE CORPORATION OF
NORTH ALGONA WILBERFORCE TOWNSHIP
BY-LAW NO. 2020-12**

A BY-LAW:

- (I) TO AUTHORIZE THE PERMANENT CLOSING OF CERTAIN PORTIONS OF THE SHORELINE ROAD ALLOWANCE ALONG LAKE DORE, FRONTING PART LOT 7, LAKE DORE RANGE BEING PART 4, RP49R-19127 NOW IN THE TOWNSHIP OF NORTH ALGONA WILBERFORCE, COUNTY OF RENFREW;
- (ii) TO DECLARE THE FOREGOING LANDS AND OTHER LANDS AS SURPLUS TO THE MUNICIPALITY'S NEEDS;
- (iii) TO AUTHORIZE THE SELLING OF SUCH LANDS;
AND

IN ACCORDANCE WITH SECTIONS 34 OF THE
MUNICIPAL ACT, 2001, S.O. 2001, CHAPTER 25.

WHEREAS Council deems it to be in the best interest of the municipality that those portions of the Shoreline Road Allowance along Lake Dore fronting Part Lot 7, Lake Dore Range, in the geographic Township of Wilberforce, now in the Township of North Algona Wilberforce, being Part 4 49R-19127, being Part of PIN 57419-0153 (LT) (the Shoreline Road Allowance), be permanently closed pursuant to Section 34 of the Municipal Act, 2001, S.O. 2001, Chapter 25 as amended.

AND WHEREAS it is further deemed expedient and in the interest of The Corporation of North Algona Wilberforce Township that the Shoreline Road Allowance be declared surplus to the municipality's needs;

AND WHEREAS notice of this by-law has been given in accordance with the procedures approved by Council for giving such notice;

AND WHEREAS Council wishes to transfer the Shoreline Road Allowance to Jack Andrew Martin and Hazel Isabel Martin as the owners of those lands located, immediately opposite the Shoreline Road Allowance and more particularly described as Part Lot 7, Lake Dore Range, Wilberforce being Part 3, RP 49R 12262, Being All of PIN 57419-0056 (LT), Now in the Township of North Algona Wilberforce, County of Renfrew.

NOW THEREFORE the Council of the Corporation of the North Algona Wilberforce Township hereby enacts as follows:

1. Those portions of the Shoreline Road Allowance along Lake Dore, Fronting Part Lot 7, Lake Dore Range, Being Part 4 Plan 49R-19127, Now In North Algona Wilberforce Township, Being Part of PIN 57419-0153 (LT) be permanently closed.
2. The foregoing portions of the Shoreline Road Allowance are hereby declared surplus to the municipality's needs.

3. In consideration of the sum of One Hundred and Twenty Four Dollars. \$124.00 (\$1.00 per linear foot of frontage), receipt of which is hereby acknowledged, and other good and valuable consideration paid to the municipality, the Shoreline Road Allowance be conveyed to Jack Andrew Martin and Hazel Isabel Martin.
4. The transfer to Jack Andrew Martin and Hazel Isabel Martin shall be conditional upon entering a restrictive covenant agreement satisfactory to the Municipality and to be registered against the property currently owned by them, being PIN 57419-0056 (LT) and the Shoreline Road Allowance to be transferred to them, the effect of which is to ensure the Shoreline Road Allowance and the Martin Property are dealt with in the future as a single parcel of land.
5. The Mayor and Chief Administrative Officer/Acting Clerk (CAO) of The Corporation of the Township of North Algona Wilberforce be and are hereby authorized to execute on behalf of the municipality under corporate seal such transfers, acknowledgements, directions and other documents as may be necessary to convey title to the lands to be conveyed by the municipality.
6. This by-law shall not take effect until a certified copy hereof has been registered in the Registry Office for the Land Titles Office of Renfrew (No. 49).
7. That By-law 2018-82 be rescinded in its entirety.

READ AND PASSED this 23rd Day of January 2020.

Mayor, James Brose

CAO/Acting Clerk Andrew Sprunt

**THE CORPORATION OF
NORTH ALGONA WILBERFORCE TOWNSHIP**

BY-LAW NO. 2020-13

Being a by-law to authorize an Agreement between

WHEREAS the Council of North Algona Wilberforce Township deems it expedient to enter into an Agreement with Jack Andrew Martin and Hazel Isabel Martin

NOW THEREFORE Council hereby enacts as follows:

1. North Algona Wilberforce Township shall enter into an agreement with substantially in the form of the agreement attached hereto and marked as Schedule "A" to this By-Law.
2. The Mayor, or his designate, and the CAO/Acting Clerk, or his designate, be and are hereby authorized to sign the agreement on behalf of the North Algona Wilberforce Township.
3. This by-law shall come into force and take effect upon the date of the final passing thereof.
4. That By-law 2018-83 be rescinded in its entirety.

READ A FIRST AND SECOND TIME THIS 23rd day of January, 2020.

READ A THIRD TIME AND PASSED THIS 23rd day of January, 2020.

Mayor, James Brose

CAO/Acting Clerk, Andrew Sprunt

THIS AGREEMENT made this day of day of , 2020

B E T W E E N:

JACK ANDREW MARTIN and HAZEL ISABEL MARTIN

(the "Owner")

OF THE FIRST PART

-and-

THE CORPORATION OF THE
NORTH ALGONA WILBERFORCE TOWNSHIP

(the "Municipality")

OF THE SECOND PART

WHEREAS the Owner is the registered owner of those lands more particularly described in Schedule "A";

AND WHEREAS the Owner shall receive from the Municipality a conveyance of the Shoreline Road Allowance, the description for which is set out in Schedule "B";

AND WHEREAS it is the intention of the parties that, despite Section 50(3) of the Planning Act, the lands described in Schedules "A" and "B" (hereinafter referred to as the "Owners Lands" shall hereinafter be used and developed as a single parcel of land and the Owner covenants and agrees not to transfer title to the Owner's Lands except in accordance with the terms of this Agreement;

AND WHEREAS it is the intention of the Parties that such covenants by the Owner shall form a restrictive covenant running with the title to the Owner's Lands;

NOW THEREFORE WITNESSETH that in consideration of the mutual covenants and agreements contained herein, the Parties agree with each other as follows:

1. The Owner covenants and agrees with the Municipality that, despite the provisions of section 50(3) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended and any successor legislation thereto, the Owner shall not convey by way of a deed, or transfer, or grant, assign or exercise a power of appointment, or mortgage or charge, or enter into an Agreement of Sale and Purchase, or enter into any agreement that has the effect of granting, directly or by entitlement to renewal for a period of 21 years or more, the use of or right in the Owner's Lands unless:
 - (a) All of the Owner's Lands are dealt with simultaneously as one parcel of land; or
 - (b) Consent to sever the Owner's Lands is given in accordance with the provisions of the *Planning Act*; or
 - (c) The Municipality consents to the release of this Restrictive Covenant Agreement from all or part of the Owner's Lands, which consent may be arbitrarily withheld.

2. The Owner further covenants and agrees that the obligations contained herein shall constitute a restriction that runs with and is legally annexed to the title to the Owner's Lands for the benefit of the Benefiting Lands owned by the Municipality.
3. This Agreement shall be binding upon and enure to the benefit of the personal representatives, successors and assigns of the Parties.

IN WITNESS WHEREOF the Parties hereto have by their hands and seals signed this Agreement as at the date first set out above.

THE CORPORATION OF THE
NORTH ALGONA WILBERFORCE
Per:

Mayor, James Brose

CAO/Acting Clerk, Andrew Sprunt

Jack Andrew Martin

Hazel Isabel Martin

SCHEDULE "A"

Owner's Lands

Part Lot 7, Lake Dore Range, Wilberforce, Part 3. Plan 49R12262; North Algona
Wilberforce Township. Being Part of PIN 57419-0056 (LT)

SCHEDULE "B"

Benefiting Lands

Part Of The Shoreline Road Allowance along Lake Dore Fronting on Part Lot 7 Lake
Dore Range, Wilberforce, Being Part 4 Plan 49R-19127, Now In North Algona
Wilberforce Township. Being Part of PIN 57419-0153 (LT)

**THE CORPORATION OF
NORTH ALGONA WILBERFORCE TOWNSHIP
BY-LAW NO. 2020-14**

A BY-LAW:

- (I) TO AUTHORIZE THE PERMANENT CLOSING OF CERTAIN PORTIONS OF THE SHORELINE ROAD ALLOWANCE ALONG LAKE DORE, FRONTING PART LOT 7, LAKE DORE RANGE BEING PART 5, RP49R-19127 NOW IN THE TOWNSHIP OF NORTH ALGONA WILBERFORCE, COUNTY OF RENFREW;
- (ii) TO DECLARE THE FOREGOING LANDS AND OTHER LANDS AS SURPLUS TO THE MUNICIPALITY'S NEEDS;
- (iii) TO AUTHORIZE THE SELLING OF SUCH LANDS;
AND

IN ACCORDANCE WITH SECTIONS 34 OF THE
MUNICIPAL ACT, 2001, S.O. 2001, CHAPTER 25.

WHEREAS Council deems it to be in the best interest of the municipality that those portions of the Shoreline Road Allowance along Lake Dore fronting Part Lot 7, Lake Dore Range, in the geographic Township of Wilberforce, now in the Township of North Algona Wilberforce, being Part 5 49R-19127, being Part of PIN 57419-0153 (LT) (the Shoreline Road Allowance), be permanently closed pursuant to Section 34 of the Municipal Act, 2001, S.O. 2001, Chapter 25 as amended.

AND WHEREAS it is further deemed expedient and in the interest of The Corporation of North Algona Wilberforce Township that the Shoreline Road Allowance be declared surplus to the municipality's needs;

AND WHEREAS notice of this by-law has been given in accordance with the procedures approved by Council for giving such notice;

AND WHEREAS Council wishes to transfer the Shoreline Road Allowance to Jack Andrew Martin and Hazel Isabel Martin as the owners of those lands located, immediately opposite the Shoreline Road Allowance and more particularly described as Part Lot 7, Lake Dore Range, Wilberforce being Part 4, RP 49R 12262, Being All of PIN 57419-0055 (LT), Now in the Township of North Algona Wilberforce, County of Renfrew.

NOW THEREFORE the Council of the Corporation of the North Algona Wilberforce Township hereby enacts as follows:

1. Those portions of the Shoreline Road Allowance along Lake Dore, Fronting Part Lot 7, Lake Dore Range, Being Part 5 Plan 49R-19127, Now In North Algona Wilberforce Township, Being Part of PIN 57419-0153 (LT) be permanently closed.
2. The foregoing portions of the Shoreline Road Allowance are hereby declared surplus to the municipality's needs.

3. In consideration of the sum of One Hundred and Fifty Four Dollars. \$154.00 (\$1.00 per linear foot of frontage), receipt of which is hereby acknowledged, and other good and valuable consideration paid to the municipality, the Shoreline Road Allowance be conveyed to Jack Andrew Martin and Hazel Isabel Martin.
4. The transfer to Jack Andrew Martin and Hazel Isabel Martin shall be conditional upon entering a restrictive covenant agreement satisfactory to the Municipality and to be registered against the property currently owned by them, being PIN 57419-0055 (LT) and the Shoreline Road Allowance to be transferred to them, the effect of which is to ensure the Shoreline Road Allowance and the Martin Property are dealt with in the future as a single parcel of land.
5. The Mayor and Chief Administrative Officer/Acting Clerk (CAO) of The Corporation of the Township of North Algona Wilberforce be and are hereby authorized to execute on behalf of the municipality under corporate seal such transfers, acknowledgements, directions and other documents as may be necessary to convey title to the lands to be conveyed by the municipality.
6. This by-law shall not take effect until a certified copy hereof has been registered in the Registry Office for the Land Titles Office of Renfrew (No. 49).
7. That By-law 2018-84 be rescinded in its entirety.

READ AND PASSED this 23rd Day of January 2020.

Mayor, James Brose

CAO/Acting Clerk Andrew Sprunt

**THE CORPORATION OF
NORTH ALGONA WILBERFORCE TOWNSHIP**

BY-LAW NO. 2020-15

Being a by-law to authorize an Agreement between

WHEREAS the Council of North Algona Wilberforce Township deems it expedient to enter into an Agreement with Jack Andrew Martin and Hazel Isabel Martin

NOW THEREFORE Council hereby enacts as follows:

1. North Algona Wilberforce Township shall enter into an agreement with substantially in the form of the agreement attached hereto and marked as Schedule "A" to this By-Law.
2. The Mayor, or his designate, and the CAO/Acting Clerk, or his designate, be and are hereby authorized to sign the agreement on behalf of the North Algona Wilberforce Township.
3. This by-law shall come into force and take effect upon the date of the final passing thereof.
4. That By-law 2018-85 be rescinded in its entirety.

READ A FIRST AND SECOND TIME THIS 23rd day of January, 2020.

READ A THIRD TIME AND PASSED THIS 23rd day of January, 2020.

Mayor, James Brose

CAO/Acting Clerk, Andrew Sprunt

THIS AGREEMENT made this day of day of 2020

B E T W E E N:

JACK ANDREW MARTIN and HAZEL ISABEL MARTIN

(the "Owner")

OF THE FIRST PART

-and-

THE CORPORATION OF THE
NORTH ALGONA WILBERFORCE TOWNSHIP

(the "Municipality")

OF THE SECOND PART

WHEREAS the Owner is the registered owner of those lands more particularly described in Schedule "A";

AND WHEREAS the Owner shall receive from the Municipality a conveyance of the Shoreline Road Allowance, the description for which is set out in Schedule "B";

AND WHEREAS it is the intention of the parties that, despite Section 50(3) of the Planning Act, the lands described in Schedules "A" and "B" (hereinafter referred to as the "Owners Lands" shall hereinafter be used and developed as a single parcel of land and the Owner covenants and agrees not to transfer title to the Owner's Lands except in accordance with the terms of this Agreement;

AND WHEREAS it is the intention of the Parties that such covenants by the Owner shall form a restrictive covenant running with the title to the Owner's Lands;

NOW THEREFORE WITNESSETH that in consideration of the mutual covenants and agreements contained herein, the Parties agree with each other as follows:

1. The Owner covenants and agrees with the Municipality that, despite the provisions of section 50(3) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended and any successor legislation thereto, the Owner shall not convey by way of a deed, or transfer, or grant, assign or exercise a power of appointment, or mortgage or charge, or enter into an Agreement of Sale and Purchase, or enter into any agreement that has the effect of granting, directly or by entitlement to renewal for a period of 21 years or more, the use of or right in the Owner's Lands unless:
 - (a) All of the Owner's Lands are dealt with simultaneously as one parcel of land; or
 - (b) Consent to sever the Owner's Lands is given in accordance with the provisions of the *Planning Act*; or
 - (c) The Municipality consents to the release of this Restrictive Covenant Agreement from all or part of the Owner's Lands, which consent may be arbitrarily withheld.

2. The Owner further covenants and agrees that the obligations contained herein shall constitute a restriction that runs with and is legally annexed to the title to the Owner's Lands for the benefit of the Benefiting Lands owned by the Municipality.
3. This Agreement shall be binding upon and enure to the benefit of the personal representatives, successors and assigns of the Parties.

IN WITNESS WHEREOF the Parties hereto have by their hands and seals signed this Agreement as at the date first set out above.

THE CORPORATION OF THE
NORTH ALGONA WILBERFORCE
Per:

Mayor, James Brose

CAO/Acting Clerk, Andrew Sprunt

Jack Andrew Martin

Hazel Isabel Martin

SCHEDULE "A"

Owner's Lands

Part Lot 7, Lake Dore Range, Wilberforce, Part 4 Plan 49R12262; North Algona
Wilberforce Township. Being Part of PIN 57419-0055 (LT)

SCHEDULE "B"

Benefiting Lands

Part Of The Shoreline Road Allowance along Lake Dore Fronting on Part Lot 7 Lake Dore Range, Wilberforce, Being Part 5 Plan 49R-19127, Now In North Algona Wilberforce Township. Being Part of PIN 57419-0153 (LT)

**THE CORPORATION OF
NORTH ALGONA WILBERFORCE TOWNSHIP
BY-LAW NO. 2020-16**

A BY-LAW:

- (I) TO AUTHORIZE THE PERMANENT CLOSING OF CERTAIN PORTIONS OF THE SHORELINE ROAD ALLOWANCE ALONG LAKE DORE, FRONTING PART LOT 7, LAKE DORE RANGE BEING PART 6, RP49R-19127 NOW IN THE TOWNSHIP OF NORTH ALGONA WILBERFORCE, COUNTY OF RENFREW;
- (ii) TO DECLARE THE FOREGOING LANDS AND OTHER LANDS AS SURPLUS TO THE MUNICIPALITY'S NEEDS;
- (iii) TO AUTHORIZE THE SELLING OF SUCH LANDS;
AND

IN ACCORDANCE WITH SECTIONS 34 OF THE
MUNICIPAL ACT, 2001, S.O. 2001, CHAPTER 25.

WHEREAS Council deems it to be in the best interest of the municipality that those portions of the Shoreline Road Allowance along Lake Dore fronting Part Lot 7, Lake Dore Range, in the geographic Township of Wilberforce, now in the Township of North Algona Wilberforce, being Part 6 49R-19127, being Part of PIN 57419-0153 (LT) (the Shoreline Road Allowance), be permanently closed pursuant to Section 34 of the Municipal Act, 2001, S.O. 2001, Chapter 25 as amended.

AND WHEREAS it is further deemed expedient and in the interest of The Corporation of North Algona Wilberforce Township that the Shoreline Road Allowance be declared surplus to the municipality's needs;

AND WHEREAS notice of this by-law has been given in accordance with the procedures approved by Council for giving such notice;

AND WHEREAS Council wishes to transfer the Shoreline Road Allowance to Jack Andrew Martin and Hazel Isabel Martin as the owners of those lands located, immediately opposite the Shoreline Road Allowance and more particularly described as Part Lot 7, Lake Dore Range, Wilberforce, Being All of PIN 57419-0054 (LT), Now in the Township of North Algona Wilberforce, County of Renfrew.

NOW THEREFORE the Council of the Corporation of the North Algona Wilberforce Township hereby enacts as follows:

1. Those portions of the Shoreline Road Allowance along Lake Dore, Fronting Part Lot 7, Lake Dore Range, Being Part 6 Plan 49R-19127, Now In North Algona Wilberforce Township, Being Part of PIN 57419-0153 (LT) be permanently closed.
2. The foregoing portions of the Shoreline Road Allowance are hereby declared surplus to the municipality's needs.

3. In consideration of the sum of Seventy Two Dollars. \$72.00 (\$1.00 per linear foot of frontage), receipt of which is hereby acknowledged, and other good and valuable consideration paid to the municipality, the Shoreline Road Allowance be conveyed to Jack Andrew Martin and Hazel Isabel Martin.
4. The transfer to Jack Andrew Martin and Hazel Isabel Martin shall be conditional upon entering a restrictive covenant agreement satisfactory to the Municipality and to be registered against the property currently owned by them, being PIN 57419-0054 (LT) and the Shoreline Road Allowance to be transferred to them, the effect of which is to ensure the Shoreline Road Allowance and the Martin Property are dealt with in the future as a single parcel of land.
5. The Mayor and Chief Administrative Officer/Acting Clerk (CAO) of The Corporation of the Township of North Algona Wilberforce be and are hereby authorized to execute on behalf of the municipality under corporate seal such transfers, acknowledgements, directions and other documents as may be necessary to convey title to the lands to be conveyed by the municipality.
6. This by-law shall not take effect until a certified copy hereof has been registered in the Registry Office for the Land Titles Office of Renfrew (No. 49).
7. That By-law 2018-86 be rescinded in its entirety.

READ AND PASSED this 23rd Day of January 2020.

Mayor, James Brose

CAO/Acting Clerk Andrew Sprunt

**THE CORPORATION OF
NORTH ALGONA WILBERFORCE TOWNSHIP**

BY-LAW NO. 2020-17

Being a by-law to authorize an Agreement between

WHEREAS the Council of North Algona Wilberforce Township deems it expedient to enter into an Agreement with Jack Andrew Martin and Hazel Isabel Martin

NOW THEREFORE Council hereby enacts as follows:

1. North Algona Wilberforce Township shall enter into an agreement with substantially in the form of the agreement attached hereto and marked as Schedule "A" to this By-Law.
2. The Mayor, or his designate, and the CAO/Acting Clerk, or his designate, be and are hereby authorized to sign the agreement on behalf of the North Algona Wilberforce Township.
3. This by-law shall come into force and take effect upon the date of the final passing thereof.
4. That By-law 2018-87 be rescinded in its entirety.

READ A FIRST AND SECOND TIME THIS 23rd day of January, 2020.

READ A THIRD TIME AND PASSED THIS 23rd day of January, 2020.

Mayor, James Brose

CAO/Acting Clerk, Andrew Sprunt

THIS AGREEMENT made this day of day of 2020

B E T W E E N:

JACK ANDREW MARTIN and HAZEL ISABEL MARTIN

(the "Owner")

OF THE FIRST PART

-and-

THE CORPORATION OF THE
NORTH ALGONA WILBERFORCE TOWNSHIP

(the "Municipality")

OF THE SECOND PART

WHEREAS the Owner is the registered owner of those lands more particularly described in Schedule "A";

AND WHEREAS the Owner shall receive from the Municipality a conveyance of the Shoreline Road Allowance, the description for which is set out in Schedule "B";

AND WHEREAS it is the intention of the parties that, despite Section 50(3) of the Planning Act, the lands described in Schedules "A" and "B" (hereinafter referred to as the "Owners Lands" shall hereinafter be used and developed as a single parcel of land and the Owner covenants and agrees not to transfer title to the Owner's Lands except in accordance with the terms of this Agreement;

AND WHEREAS it is the intention of the Parties that such covenants by the Owner shall form a restrictive covenant running with the title to the Owner's Lands;

NOW THEREFORE WITNESSETH that in consideration of the mutual covenants and agreements contained herein, the Parties agree with each other as follows:

1. The Owner covenants and agrees with the Municipality that, despite the provisions of section 50(3) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended and any successor legislation thereto, the Owner shall not convey by way of a deed, or transfer, or grant, assign or exercise a power of appointment, or mortgage or charge, or enter into an Agreement of Sale and Purchase, or enter into any agreement that has the effect of granting, directly or by entitlement to renewal for a period of 21 years or more, the use of or right in the Owner's Lands unless:
 - (a) All of the Owner's Lands are dealt with simultaneously as one parcel of land; or
 - (b) Consent to sever the Owner's Lands is given in accordance with the provisions of the *Planning Act*; or
 - (c) The Municipality consents to the release of this Restrictive Covenant Agreement from all or part of the Owner's Lands, which consent may be arbitrarily withheld.

2. The Owner further covenants and agrees that the obligations contained herein shall constitute a restriction that runs with and is legally annexed to the title to the Owner's Lands for the benefit of the Benefiting Lands owned by the Municipality.
3. This Agreement shall be binding upon and enure to the benefit of the personal representatives, successors and assigns of the Parties.

IN WITNESS WHEREOF the Parties hereto have by their hands and seals signed this Agreement as at the date first set out above.

THE CORPORATION OF THE
NORTH ALGONA WILBERFORCE
Per:

Mayor, James Brose

CAO/Acting Clerk, Andrew Sprunt

Jack Andrew Martin

Hazel Isabel Martin

SCHEDULE "A"

Owner's Lands

Part Lot 7, Lake Dore Range, in the geographic Township of Wilberforce, now in North
Algona Wilberforce Township, County of Renfrew. Being Part of PIN 57419-0054 (LT)

SCHEDULE "B"

Benefiting Lands

Part Of The Shoreline Road Allowance along Lake Dore Fronting on Part Lot 7 Lake Dore Range, Wilberforce, Being Part 6 Plan 49R-19127, Now In North Algona Wilberforce Township. Being Part of PIN 57419-0153 (LT)

**THE CORPORATION OF
NORTH ALGONA WILBERFORCE TOWNSHIP
BY-LAW NO. 2020-18**

A BY-LAW:

- (I) TO AUTHORIZE THE PERMANENT CLOSING OF CERTAIN PORTIONS OF THE SHORELINE ROAD ALLOWANCE ALONG LAKE DORE, FRONTING WILBERFORCE RANGE LK DORE PT LOT 7, IN THE FORMER GEOGRAPHIC TOWNSHIP OF WILBERFORCE, NOW IN THE TOWNSHIP OF NORTH ALGONA WILBERFORCE, COUNTY OF RENFREW;
- (ii) TO DECLARE THE FOREGOING LANDS AND OTHER LANDS AS SURPLUS TO THE MUNICIPALITY'S NEEDS;
- (iii) TO AUTHORIZE THE SELLING OF SUCH LANDS;
AND

IN ACCORDANCE WITH SECTIONS 34 OF THE
MUNICIPAL ACT, 2001, S.O. 2001, CHAPTER 25.

WHEREAS Council deems it to be in the best interest of the municipality that those portions of the Shoreline Road Allowance along Lake Dore fronting PT Lot 7, Wilberforce Range Lake Dore, in the geographic Township of Wilberforce, now in the Township of North Algona Wilberforce, being part 2, RP 49R-19127 of PT Pin 57419-0153 (LT) (the Shoreline Road Allowance), be permanently closed pursuant to Section 34 of the Municipal Act, 2001, S.O. 2001, Chapter 25 as amended.

AND WHEREAS it is further deemed expedient and in the interest of The Corporation of the Township of North Algona Wilberforce that the Shoreline Road Allowance be declared surplus to the municipality's needs;

AND WHEREAS notice of this by-law has been given in accordance with the procedures approved by Council for giving such notice;

AND WHEREAS Council wishes to transfer the Shoreline Road Allowance to Michael Bruce Saar and Heather Ann Saar as the owner(s) of those lands located, immediately opposite the Shoreline Road Allowance and more particularly described as WILB RANGE LK DORE PT LOT 7, RP 49R 12262, Part 1, Part Pin 57419-0058 (LT) in the former geographic Township of Wilberforce, now in the Township of North Algona Wilberforce, County of Renfrew.

NOW THEREFORE the Council of the Corporation of the North Algona Wilberforce Township hereby enacts as follows:

1. Those portions of the Shoreline Road Allowance along Lake Dore, Fronting Pt Lot 7, Lake Dore Range, in the geographic Township of Wilberforce now in the Township of North Algona Wilberforce, being Part 2 of 49R-19127 being PT PIN 57419-0153 (LT) be permanently closed.
2. The foregoing portions of the Shoreline Road Allowance are hereby declared surplus to the municipality's needs.

3. In consideration of the sum of Two Hundred and Sixty Five Dollars. \$165.00 (\$1.00 per linear foot of frontage), receipt of which is hereby acknowledged, and other good and valuable consideration paid to the municipality, the Shoreline Road Allowance be conveyed to Michael Bruce Saar and Heather Ann Saar as the owners of the property.
4. The transfer to Michael Bruce Saar and Heather Ann Saar shall be conditional upon entering a restrictive covenant agreement satisfactory to the municipality and to be registered against the Saar Property, the effect of which will be to ensure the Shoreline Road Allowance and the Saar property are dealt with in the future as a single parcel of land.
5. The Mayor and Clerk of The Corporation of the Township of North Algona Wilberforce be and are hereby authorized to execute on behalf of the municipality under corporate seal such transfers, acknowledgements, directions and other documents as may be necessary to convey title to the lands to be conveyed by the municipality.
6. This by-law shall not take effect until a certified copy hereof has been registered in the Registry Office for the Land Titles Office of Renfrew (No. 49).
7. That By-law 2018-88 be rescinded in its entirety.

READ AND PASSED this 23rd Day of January 2020.

Mayor, James Brose

CMO/Acting Clerk, Andrew Sprunt

**THE CORPORATION OF
NORTH ALGONA WILBERFORCE TOWNSHIP**

BY-LAW NO. 2020-19

Being a by-law to authorize an Agreement between

WHEREAS the Council of North Algona Wilberforce Township deems it expedient to enter into an Agreement with Michael Bruce Saar and Heather Ann Saar

NOW THEREFORE Council hereby enacts as follows:

1. North Algona Wilberforce Township shall enter into an agreement with substantially in the form of the agreement attached hereto and marked as Schedule "A" to this By-Law.
2. The Mayor, or her designate, and the Clerk, or her designate, be and are hereby authorized to sign the agreement on behalf of the North Algona Wilberforce Township.
3. This by-law shall come into force and take effect upon the date of the final passing thereof.
4. That By-law 2018-89 be rescinded in its entirety.

READ A FIRST AND SECOND TIME THIS 23rd day of January, 2020.

READ A THIRD TIME AND PASSED THIS 23rd day of January, 2020.

Mayor, James Brose

CAO/Acting Clerk, Andrew Sprunt

THIS AGREEMENT made this day of day of 2020

B E T W E E N:

MICHAEL BRUCE SAAR
AND
HEATHER ANN SAAR

(the "Owner")

OF THE FIRST PART

-and-

THE CORPORATION OF THE
NORTH ALGONA WILBERFORCE TOWNSHIP

(the "Municipality")

OF THE SECOND PART

WHEREAS the Owner is the registered owner of those lands more particularly described in Schedule "A" (the "Owner's Lands");

AND WHEREAS it is the intention of the parties that, despite Section 50(3) of the Planning Act, all of the Owner's Lands shall hereafter be used and developed as a single parcel of land and the Owner covenants and agrees not to transfer title to the Owner's Lands except in accordance with the terms of this Agreement;

AND WHEREAS it is the intention of the Parties that such covenants by the Owner shall form a restrictive covenant running with the title to the Owner's Lands for the benefit of those lands owned by the Municipality more particularly described in Schedule "B" (the "Benefiting Lands");

NOW THEREFORE WITNESSETH that in consideration of the mutual covenants and agreements contained herein, the Parties agree with each other as follows:

1. The Owner covenants and agrees with the Municipality that, despite the provisions of section 50(3) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended and any successor legislation thereto, the Owner shall not convey by way of a deed, or transfer, or grant, assign or exercise a power of appointment, or mortgage or charge, or enter into an Agreement of Sale and Purchase, or enter into any agreement that has the effect of granting, directly or by entitlement to renewal for a period of 21 years or more, the use of or right in the Owner's Lands unless:
 - (a) All of the Owner's Lands are dealt with simultaneously as one parcel of land; or
 - (b) Consent to sever the Owner's Lands is given in accordance with the provisions of the *Planning Act*; or
 - (c) The Municipality consents to the release of this Restrictive Covenant Agreement from all or part of the Owner's Lands, which consent may be arbitrarily withheld.

2. The Owner further covenants and agrees that the obligations contained herein shall constitute a restriction that runs with and is legally annexed to the title to the Owner's Lands for the benefit of the Benefiting Lands owned by the Municipality.
3. This Agreement shall be binding upon and enure to the benefit of the personal representatives, successors and assigns of the Parties.

IN WITNESS WHEREOF the Parties hereto have by their hands and seals signed this Agreement as at the date first set out above.

THE CORPORATION OF THE
NORTH ALGONA WILBERFORCE
Per:

Mayor, James Brose

CAO/Acting Clerk, Andrew Sprunt

Michael Bruce Saar

Heather Ann Saar

SCHEDULE "A"

Owner's Lands

Those parts of:

WILB RANGE LK DORE PT LOT 7, in front of the Shoreline Road Allowance being Pt Lot 7, Part 1, 49R-12262 being PIN 57419-058 (LT), in the geographic Township of Wilberforce, now in the Township of North Algona Wilberforce, County of Renfrew.

SCHEDULE "B"

Benefiting Lands

Those parts of:

Shoreline Road Allowance along Lake Dore, Fronting Pt Lot 7, Lake Dore Range, in the geographic Township of Wilberforce now in the Township of North Algona Wilberforce, being Part 2 of 49R-19127 being PT PIN 57419-0153 (LT)

**THE CORPORATION OF
NORTH ALGONA WILBERFORCE TOWNSHIP
BY-LAW NO. 2020-20**

A BY-LAW:

- (I) TO AUTHORIZE THE PERMANENT CLOSING OF CERTAIN PORTIONS OF THE SHORELINE ROAD ALLOWANCE ALONG LAKE DORE, FRONTING LOTS 7 AND 8, LAKE DORE RANGE BEING PART 1, RP 49R-19126 NOW IN THE TOWNSHIP OF NORTH ALGONA WILBERFORCE, COUNTY OF RENFREW;
- (ii) TO DECLARE THE FOREGOING LANDS AND OTHER LANDS AS SURPLUS TO THE MUNICIPALITY'S NEEDS;
- (iii) TO AUTHORIZE THE SELLING OF SUCH LANDS;
AND

IN ACCORDANCE WITH SECTIONS 34 OF THE
MUNICIPAL ACT, 2001, S.O. 2001, CHAPTER 25.

WHEREAS Council deems it to be in the best interest of the municipality that those portions of the Shoreline Road Allowance along Lake Dore fronting Lot 8, Lake Dore Range, in the geographic Township of Wilberforce, now in the Township of North Algona Wilberforce, being Part 1 49R-19126, being Part of PIN 57419-0153 (LT) (the Shoreline Road Allowance), be permanently closed pursuant to Section 34 of the Municipal Act, 2001, S.O. 2001, Chapter 25 as amended.

AND WHEREAS it is further deemed expedient and in the interest of The Corporation of North Algona Wilberforce Township that the Shoreline Road Allowance be declared surplus to the municipality's needs;

AND WHEREAS notice of this by-law has been given in accordance with the procedures approved by Council for giving such notice;

AND WHEREAS Council wishes to transfer the Shoreline Road Allowance to Jason Thomas Walker and Kristeen Natelle Walker as the owners of those lands located, immediately opposite the Shoreline Road Allowance and more particularly described as Part Lot 8, being Part 4 Plan 49R-16518 Lake Dore Range, Wilberforce, Being All of PIN 57419-0113 (LT), Now in the Township of North Algona Wilberforce, County of Renfrew.

NOW THEREFORE the Council of the Corporation of the North Algona Wilberforce Township hereby enacts as follows:

1. That portion of the Shoreline Road Allowance along Lake Dore, Fronting Lot 8, Lake Dore Range, Being Part 1 Plan 49R-19126, Now In North Algona Wilberforce Township, Being Part of PIN 57419-0153 (LT) be permanently closed.
2. The foregoing portions of the Shoreline Road Allowance are hereby declared surplus to the municipality's needs.

3. In consideration of the sum of One Hundred Eighty-Three Dollars. \$183.00 (\$1.00 per linear foot of frontage), receipt of which is hereby acknowledged, and other good and valuable consideration paid to the municipality, the Shoreline Road Allowance be conveyed to Jason Thomas Walker and Kristeen Natelle Walker.
4. The transfer to Jason Thomas Walker and Kristeen Natelle Walker shall be conditional upon entering a restrictive covenant agreement satisfactory to the Municipality and to be registered against the property currently owned by them, being PIN 57419-0113 (LT) and the Shoreline Road Allowance to be transferred to them, the effect of which is to ensure the Shoreline Road Allowance and the Walker Property are dealt with in the future as a single parcel of land.
5. The Mayor and Chief Administrative Officer/Acting Clerk (CAO) of The Corporation of the Township of North Algona Wilberforce be and are hereby authorized to execute on behalf of the municipality under corporate seal such transfers, acknowledgements, directions and other documents as may be necessary to convey title to the lands to be conveyed by the municipality.
6. This by-law shall not take effect until a certified copy hereof has been registered in the Registry Office for the Land Titles Office of Renfrew (No. 49).

READ AND PASSED this 23rd Day of January 2020.

Mayor, James Brose

CAO/Acting Clerk Andrew Sprunt

**THE CORPORATION OF
NORTH ALGONA WILBERFORCE TOWNSHIP**

BY-LAW NO. 2020-21

Being a by-law to authorize an Agreement between

WHEREAS the Council of North Algona Wilberforce Township deems it expedient to enter into an Agreement with Jason Thomas Walker and Kristeen Natelle Walker

NOW THEREFORE Council hereby enacts as follows:

1. North Algona Wilberforce Township shall enter into an agreement with substantially in the form of the agreement attached hereto and marked as Schedule "A" to this By-Law.
2. The Mayor, or his designate, and the CAO/Acting Clerk, or his designate, be and are hereby authorized to sign the agreement on behalf of the North Algona Wilberforce Township.
3. This by-law shall come into force and take effect upon the date of the final passing thereof.

READ A FIRST AND SECOND TIME THIS 23rd day of January, 2020.

READ A THIRD TIME AND PASSED THIS 23rd day of January, 2020.

Mayor, James Brose

CAO/Acting Clerk, Andrew Sprunt

THIS AGREEMENT made this day of day of 2020

B E T W E E N:

JASON THOMAS WALKER and KRISTEEN NATELLE WALKER
(the "Owner")

OF THE FIRST PART

-and-

THE CORPORATION OF THE
NORTH ALGONA WILBERFORCE TOWNSHIP

(the "Municipality")

OF THE SECOND PART

WHEREAS the Owner is the registered owner of those lands more particularly described in Schedule "A";

AND WHEREAS the Owner shall receive from the Municipality a conveyance of the Shoreline Road Allowance, the description for which is set out in Schedule "B";

AND WHEREAS it is the intention of the parties that, despite Section 50(3) of the Planning Act, the lands described in Schedules "A" and "B" (hereinafter referred to as the "Owners Lands" shall hereinafter be used and developed as a single parcel of land and the Owner covenants and agrees not to transfer title to the Owner's Lands except in accordance with the terms of this Agreement;

AND WHEREAS it is the intention of the Parties that such covenants by the Owner shall form a restrictive covenant running with the title to the Owner's Lands;

NOW THEREFORE WITNESSETH that in consideration of the mutual covenants and agreements contained herein, the Parties agree with each other as follows:

1. The Owner covenants and agrees with the Municipality that, despite the provisions of section 50(3) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended and any successor legislation thereto, the Owner shall not convey by way of a deed, or transfer, or grant, assign or exercise a power of appointment, or mortgage or charge, or enter into an Agreement of Sale and Purchase, or enter into any agreement that has the effect of granting, directly or by entitlement to renewal for a period of 21 years or more, the use of or right in the Owner's Lands unless:
 - (a) All of the Owner's Lands are dealt with simultaneously as one parcel of land; or
 - (b) Consent to sever the Owner's Lands is given in accordance with the provisions of the *Planning Act*; or
 - (c) The Municipality consents to the release of this Restrictive Covenant Agreement from all or part of the Owner's Lands, which consent may be arbitrarily withheld.
2. The Owner further covenants and agrees that the obligations contained herein shall constitute a restriction that runs with and is legally annexed to the title to the Owner's Lands for the benefit of the Benefiting Lands owned by the Municipality.

3. This Agreement shall be binding upon and enure to the benefit of the personal representatives, successors and assigns of the Parties.

IN WITNESS WHEREOF the Parties hereto have by their hands and seals signed this Agreement as at the date first set out above.

THE CORPORATION OF THE
NORTH ALGONA WILBERFORCE
Per:

Mayor, James Brose

CAO/Acting Clerk, Andrew Sprunt

Jason Thomas Walker

Kristeen Natelle Walker

SCHEDULE "A"

Owner's Lands

Part Lots 7 and 8, Lake Dore Range, Wilberforce, Part 4. Plan 49R16518; North Algona
Wilberforce Township. Being PIN 57419-0113 (LT)

SCHEDULE "B"

Benefiting Lands

Part Of The Shoreline Road Allowance along Lake Dore Fronting on Part Lots 7 and 8
Lake Dore Range, Wilberforce, Being Part 1 Plan 49R-19126, Now In North Algona
Wilberforce Township. Being Part of PIN 57419-0153 (LT)

CORPORATION OF NORTH ALGONA WILBERFORCE TOWNSHIP

BY-LAW 2020-22

False Alarms

WHEREAS, Section 11 (2) of the Municipal Act 2001, Chapter 25, as amended, provides that a municipality may pass by-laws respecting the health, safety and well-being of persons;

AND WHEREAS Section 391 of the Municipal Act, 2001, Chapter 25, as amended, authorizes a municipality and a local board to impose fees or charges on persons, or services or activities provided or done by or on behalf of it, and for costs payable by it for services or activities provided or done by or on behalf of any other municipality or any local boards;

AND WHEREAS, the Council of the Corporation of North Algona Wilberforce Township acknowledges the significant contribution that the installation of residential and commercial security and fire alarm systems provides with respect to break and enters, thefts, crimes and fire loss in our Municipality;

AND WHEREAS documentation provided to the council of North Algona Wilberforce confirms that a significant number of security and fire alarm occurrences attended by the police and fire services are false alarms;

AND WHEREAS attendance at security and fire alarms which prove false, unnecessarily diverts police and fire resources from other important and sometimes life-threatening situations and is costly;

AND WHEREAS the Council wishes to maintain policies and practices that contribute to the efficient and cost-effective use of limited resources in our community;

AND WHEREAS the onus should be placed on residential and business owners who install security and fire alarm systems to ensure that they work reliably;

NOW THEREFORE BE IT RESOLVED THAT, Council of the Corporation of North Algona Wilberforce Township enacts as follows:

1.0 DEFINITIONS

- (a) **"Alarm Occurrence"** means the activation of an alarm and the direct or indirect reporting of the activation to the police or fire service.
- (b) **"Designated Bylaw Enforcement Officer"** means the By-law Enforcement Officer(s) for the Township as appointed by the Council.
- (c) **"CAO"** means the CAO of North Algona Wilberforce Township or his/her designate.
- (d) **"Council"** means the Council of North Algona Wilberforce Township
- (e) **"False Alarm"** means a security or fire alarm occurrence in respect of a building, structure, or premises where upon attendance there is no evidence of a fire occurrence or evidence that an unauthorized entry or unlawful act has been attempted or entered into, and includes but is not limited to:
 - I. The activation of an alarm during its testing without prior notification.
 - II. An alarm activated by mechanical failure, malfunction or faulty equipment.
 - III. An alarm activated by atmospheric conditions, vibrations or power failure.
 - IV. An alarm activated by user error.
- (f) **"Fire Service"** means the North Algona Wilberforce Township Fire Department.
- (g) **"Township"** means the Corporation of the North Algona Wilberforce Township.
- (h) **"Owner"** means any person or group of persons who is/are the owner(s) of the property as shown on the last revised assessment roll of the Township.
- (i) **"Police Service"** means the Ontario Provincial Police.
- (j) **"Unreasonable Number"** means in relation to false alarms more than one (1) received from a residential or business unit within a twelve (12) month period.

JAN 23 2020

10.2

2.0 FALSE ALARMS

- 2.1 Every owner of a building, structure or premises in which an alarm has been installed shall be responsible for maintaining such alarm in proper operating order.
- 2.2 No owner of a building, structure or premises in which an alarm has been installed shall allow such alarm to go unmaintained or improperly handled with the effect that it results in Police and Fire Services personnel being unnecessarily or falsely called upon to respond.

3.0 PENALTIES

- 3.1 Any person who contravenes any provision of this by-law is guilty of an offence and may be subject to such fees or charges for the demand of Police and/or Fire Services which is the result of an unreasonable number of false alarms. Such fee shall be set out in Schedule "A" attached.
- 3.2 All Fees and charges payable under this by-law are due and owing to the Township within thirty (30) days of an invoice rendered to the person liable to pay them.
- 3.3 All overdue accounts shall accrue interest at the rate of 1.25% per month (15% per annum), calculated monthly, from the due date until paid in full.
- 3.4 All fees and charges payable under this by-law constitutes a debt of the person liable for payment of them to the Township and, in the case of owners of a property being responsible for payment of fees and charges, the Township may add the amount owing to the tax roll for the owner(s) real property and collect them in a like manner as municipal taxes.

4.0 ADMINISTRATIVE PROCEDURE

- 4.1 All alarm occurrences received by the Police and/or Fire Service shall be recorded on an Occurrence-Tracker
- 4.2 **Police Service** - Where a Police Service attends a premise in response to an alarm and the attendance of the Owner is requested and does not occur, with the consequence that the Police Officer(s) is/are not able to enter the premises, the Police service may deem that the alarm was a False Alarm and record it as such.
Fire Service - Where a Fire Service attends a premise in response to an alarm and the attendance of the Owner is requested and does not occur, with the consequence that the Fireman is/are not able to enter the premises, the Fire service may deem that the alarm was a False Alarm and record it as such.
- 4.3 **Police Service** - The Police Service shall provide monthly false security alarm occurrence reports to the CAO or Designated Bylaw Officer.
Fire Service - The Fire Chief or designate notify the CAO or the Designated Bylaw Officer of any false alarms that have occurred.
- 4.4 Upon receipt of notification of an unreasonable number of false alarms from the Police or Fire Service, the Designated Bylaw Officer shall issue a False Alarm Caution Notice to the Owner advising a fee may be imposed for continued demand of service as a result of a false alarm.
- 4.5 Where there is a further False Alarm within the same twelve (12) month period of the issuance of a Caution Notice, the Designated By-law Officer shall issue a Ticket under the Provincial Offences Act to the Owner advising that a fee has been imposed and is payable to the Township.
- 4.6 Where there is subsequent amount of other False Alarms within the same twelve (12) month period the Designated By-law Officer shall issue a Ticket under the Provincial Offences Act to the Owner advising that additional fees have been imposed and is payable to the Township.
- 4.7 If cancellation of an alarm occurs prior to Police or Fire Services deployment the alarm shall not be recorded as a false alarm and no notice or fees shall be assessed.

5.0 NOTIFICATION

Issuance of any notice or ticket by the Designated Bylaw Officer shall be deemed satisfied if distributed as follows:

- (a) By personal service to the Owner, in which case the date of notice or ticket shall be deemed to be the date of personal service.
- (b) By registered mail to the Owner at the mailing address shown in the last revised assessment roll of the Township, in which case the date of notice or ticket shall be deemed to be four (4) working days after the date the registered mail was issued by the Township.

6.0 PENALTY PROVISIONS

Any person who contravenes or causes or permits the contravention of any provision of this by-law is guilty of an offence and upon conviction is liable to a fine, pursuant to the provisions of the Provincial Offences Act, R.S.O 1990, c.P.33, as amended as laid out in Schedule "A" to this by-law.

7.0 That By-law 2019-37 shall be rescinded in its entirety.

Read a First and Second Time this 23rd Day of January 2020

Read a Third Time and Finally Passed this 23rd Day of January 2020

Mayor James Brose

Acting Clerk Andrew Sprunt

THE CORPORATION OF THE TOWNSHIP OF NORTH ALGONA WILBERFORCE
Part 1 Provincial Offences Act
By-Law 2020-22 False Alarm
Schedule "A"
Schedule of Fines

Item	Column 1 Short Form Wording	Column 2 Provision creating or defining offence	Column 3 Set fine
1	False Alarm, first offence, Police or Fire Services attend within twelve (12) month period	4.4	No charge, Caution Notice issued
2	False Alarm, second offence, Police or Fire Services attend within twelve (12) month period	4.5	\$500
3	False Alarm, third offence or subsequence, Police or Fire Services attend within twelve (12) month period	4.6	\$750

THE MUNICIPAL CORPORATION OF NORTH ALGONA WILBERFORCE TOWNSHIP

BYLAW NO. 2020 - 23

Being a Bylaw to regulate parking, control traffic or leaving of a vehicle on specific highways or Municipally controlled property in the Township.

WHEREAS, pursuant to the provisions of Section 8 of the Municipal Act, S.O. 2001, c.25, as amended, a Municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act,

AND WHEREAS pursuant to the provisions of Section 11(3) of the Municipal Act, S.O. 2001, c.25, as amended, Council of a Municipality may pass By-Laws respecting matters within the spheres of jurisdiction of highways, including parking and traffic on highways,

AND WHEREAS pursuant to the provisions of Section 101(2) of the Municipal Act, S.O. 2001, c.25, as amended, if the Municipality passes a By-Law to regulate and prohibit the parking or leaving of a motor vehicle on certain highways in the Township, it may provide for the removal and impounding or restraining and immobilizing of any vehicle, at the vehicle owner's expense, parked or left in contravention of the By-Law and subsection 170(15) of the Highway Traffic Act applies to the By-Law.

AND WHEREAS it is deemed expedient to regulate and restrict the parking of vehicles on or adjacent to highways under the jurisdiction of the Corporation of North Algona Wilberforce Township;

NOW THEREFORE the Council of the Corporation of North Algona Wilberforce Township hereby enacts as follows:

1. INTERPRETATION AND DEFINITIONS

That for the purposes of this Bylaw, the following definitions shall apply to the following words and phrases when used in this Bylaw:

1. **"Boulevard"** shall mean all parts of the highway save and except any roadway, shoulder and sidewalk; and
2. **"Crosswalk"** means that part of the highway at an intersection that is included within the connections of the lateral lines of the sidewalks on the opposite sides of the highway measured from the curbs, or in the absence of curbs, from the edges of the roadway or any portion of a roadway at an intersection or elsewhere that is distinctly indicated for pedestrian crossing by signs or lines on the surface.
3. **"Curb"** shall include the edge of the traveled portion of the street.
4. **"Disabled person"** means a person who has been issued a permit by the Province of Ontario, or another jurisdiction;
5. **"Handicapped parking space"** means a parking space or zone marked by a sign or signs indicating such space or zone is for the sole use of vehicles displaying a valid permit, in accordance with the requirements of the Highway Traffic Act and regulations made hereunder and this Bylaw;
6. **"Highway"** sees definition for "Street".
7. **"Intersection"** shall mean the area contained within the prolongation or connection of the lateral curb lines or, if none, then the lateral boundary lines of two or more highways which join one another at an angle, whether or not one highway crosses the other. Where "No Stopping" or "No Parking" restrictions are in effect, the distance referred to is the distance to the nearest intersection street line.
8. **"Lane"** shall mean the entire width of the roadway surface between property lines at the rear, or side, of places of business or residential properties.
9. **"Motorized"** shall mean any method of propulsion other than physical exertion.
10. **"Municipal Bylaw Enforcement Officer"** shall mean the Bylaw Enforcement Officer authorized by the Township and designated under the Provincial Offences Act, to enforce Municipal Bylaws and regulations.

JAN 23 2020

10.3

1. INTERPRETATION AND DEFINITIONS CONT'D

11. **"Parking"** shall mean the standing of a vehicle, whether occupied or not, except when standing temporarily for the purpose of, and while actually engaged in, loading or unloading of merchandise or passengers.
12. **"Permit,"** means a disabled person-parking permit issued by the Ministry of Transportation pursuant to the Highway Traffic Act and the regulations made there under, or a permit, numbered plate, or other marker or device, issued by another jurisdiction and recognized under said Act;
13. **"Person"** shall mean every person, firm, co-partnership, association, or corporation.
14. **"Provincial Offences Officer"** shall mean any person as defined by the Police Act of Ontario designated by the Municipality to enforce Municipal Bylaws or any Peace Officer as defined by the Police Act.
15. **"Roadway"** shall mean that part of a street or highway that is improved, designed or ordinarily used for the purposes of vehicular traffic, but does not include the shoulder, and where a highway includes two or more separate roadways, the term "roadway" refers to any one roadway separately and not to all such roadways collectively.
16. **"School"** shall mean a school under the Education Act.
17. **"Sidewalk"** shall mean that portion of the street between the adjacent property lines and either the curb or those lateral lines of the roadway, which is intended for the use of pedestrians.
18. **"Street"** shall include a common and public highway, avenue, parkway, viaduct, and trestle, designated and intended for, or used by the general public for the passage of vehicles.
19. **"Township"** means the Corporation of North Algona Wilberforce Township.
20. **"Vehicle"** means a motor vehicle, trailer, traction engine, farm tractor, road-building machine and any vehicle drawn, propelled or driven by any kind of power, including muscular power, but does not include a motorized snow vehicle or cars of electric or steam railways running only upon the rails.

2. GENERAL REGULATIONS

No person shall at any time park a vehicle on any street or roadway except in the case of an emergency,

- 2.1 In such a manner as to obstruct a sidewalk,
- 2.2 In such a manner as to obstruct a pedestrian crosswalk,
- 2.3 In such a manner as to obstruct an entrance or exit from any public or private roadway, lane or entrance.
- 2.4 Within three meters (10 ft.) of a point in the edge of the roadway and nearest a fire hydrant;
- 2.5 On a bridge.
- 2.6 Within nine meters (30 feet) of any intersection on any street on which the Township Bylaw permits parking unless designated otherwise;
- 2.7 In a position or a place that prevents or is likely to prevent the removal of any vehicle already parked;
- 2.8 On any outer or inner boulevard that is grassed maintained and/or planted with trees and not normally used for parking;
- 2.9 On any fire route;
- 2.10 Where signs are erected indicating "No Parking" at specific times, no person shall park any vehicle upon any of the streets or portion of street described in this section for a longer period than designated by such signs:

2. GENERAL REGULATIONS CONT'D

- 2.11 No person shall park a vehicle or permit a vehicle to remain parked on any roadway so as to interfere in any manner with the work of municipal road maintenance service such as but not restricted to:
- a. Removing snow or ice;
 - b. Snow removal operations;
 - c. Cleaning operations, including sweeping;
 - d. Roadway or street repair operations;
 - e. Municipal services maintenance or repair operations

3. PARKING – SPECIFIC REGULATIONS

- 3.01 No person shall park a vehicle in a parking space where a sign, curb painting or pavement painting indicates that it is for the exclusive use of persons with disabilities who display on their vehicles a handicap placard or license plate that is issued or recognized by the Province of Ontario.
- 3.02 On uncurbed streets, standing vehicles shall be parallel to and as circumstances and weather conditions permit, to the edge of the boulevard or sidewalk as the same may be.
- 3.03 From November 29th to March 31st, no person shall park a vehicle, except a vehicle used for emergency purposes, on any part of a street, highway or boulevard within the North Algona Wilberforce Township between the hours of twelve o'clock midnight and seven o'clock a.m. Vehicles parked on any part of a street, highway or boulevard within the North Algona Wilberforce Township during the above-mentioned hours and months may be towed away at the owner's cost.
- 3.04 No person shall park on any street at any time during the display of signs, placed under the authority of the Works Superintendent, giving notice of snowplowing and/or snow removal operations.

4. ADMINISTRATION

- 4.01 During any period of time when by reason of any statute, law or regulation having the effect of the law, or under a public proclamation or request authorized or approved by Council of the Township, the public has been requested to observe advanced time commonly called "Daylight Savings Time", the hours of time mentioned or provided in this By-Law shall be construed as referring to "Daylight Savings Time" as commonly understood in place of Standard Time.
- 4.02 Any Provincial Offences Enforcement Officer is hereby authorized to remove or cause to have removed from any part of a street, highway or Township boulevard, any vehicle, at the owner's risk, which may be parked in violation of any part of this Bylaw and to impound the vehicle until the owner or responsible person pays to the Impound lot the towing charge.
- 4.03 The owner of a vehicle that is parked, stopped, left standing or operating in contravention of this Bylaw is guilty of an offence and shall incur the penalties provided for any contravention of this Bylaw unless the owner proves to the satisfaction of the court that at the time of the offence, the vehicle was in the possession of another person without the owner's consent expressed or implied, at the time of the offence shall also be liable for the penalties provided for any such contravention.
- 4.04 In addition to any other penalties provided by this Bylaw, upon discovery of a vehicle parked, stopped or standing on any highway in contravention of any provisions of this Bylaw, or apparently abandoned on any municipal or public property, any Provincial Offences Enforcement Officer may cause such vehicle to be moved or taken to and placed or stored in a suitable place and all costs and charges, for removing a vehicle and storage thereof, if any, are a lien upon the vehicle being released and may be enforced in the manner provided by the Repair and Storage Liens Act.
- 4.05 The Council of the Corporation of North Algona Wilberforce Township shall, by resolution, have the authority to designate any area, street, or part of a street as a parking area.

5. ENFORCEMENT

- 5.01 It is an offence for any person to do any forbidden act or fail to perform any act required in this Bylaw.
- 5.02 Any person who contravenes any provision of this Bylaw is guilty of an offence and upon conviction is liable to a fine as provided for under the Provincial Offences Act.
- 5.03 The Municipal Bylaw Enforcement Officer shall have the duty enforcing the provisions of this Bylaw.
- 5.04 In the event of conflict between this Bylaw and any other Bylaw passed prior to the effective date of this Bylaw, the provisions of this Bylaw shall take precedence.
- 5.05 The Operations Manager of North Algona Wilberforce Township is hereby authorized and directed to erect and maintain such signs, markings, barricades and other structures, plant and equipment as are required in accordance with the Schedules attached, to regulate, direct, warn or guide pedestrians and vehicular traffic for the safety and convenience of the public.
- 5.06 No person shall move, remove, deface or in any way interfere with any sign or marking placed, erected or maintained under this Bylaw.
- 5.07 All sections of this Bylaw shall be deemed to be separate and independent and the invalidity of any section or provision hereof shall no affect the remaining sections.

6. That By-law 2011-35 be rescinded in its entirety.

7. BYLAW IN FORCE

This Bylaw shall come into force and take effect on the day of the final passing thereof.

Read a First and Second TIME HIS 23RD DAY OF JANUARY, 2020.

MAYOR

ACTING CLERK

Read a Third Time and Passed this 23rd day of January, 2020.

MAYOR

ACTING CLERK

**CORPORATE
SEAL OF
MUNICIPALITY**

North Algona Wilberforce Township

Part II Provincial Offences Act

Bylaw # 2020-23

Item	Column 1 Short Form Wording	Column 2 Provision creating or defining offence	Column 3 Set Fine
	Park, obstruct sidewalk	2.1	\$30.00
	Park, obstruct a pedestrian crosswalk	2.2	\$30.00
	Park, obstruct private road, lane	2.3	\$30.00
	Park, too close to fire hydrant	2.4	\$30.00
	Park obstruct Bridge	2.5	\$30.00
	Park, too close to Intersection	2.6	\$30.00
	Park, prevent removal of parked vehicle	2.7	\$30.00
	Park, Outer or Inner boulevard	2.8	\$30.00
	Park, obstruct fire route	2.9	\$30.00
	Park contrary to posted sign	2.10	\$30.00
	Park, interfere with municipal services	2.11	\$30.00
	Park, handicap space no permit	3.01	\$300.00
	Park no curb, not parallel	3.02	\$30.00
	Park, overnight winter	3.03	\$50.00
	Park, Interfere with snow removal operations	3.04	\$50.00

NOTE: The penalty provisions for the offences cited above are section 5 of By-Law 2020-23; a certified copy of which has been filed.

RECEIVED JAN 6 2020

Jan 08, 2020
KofC Council 1531
Pembroke, ON.

North Algoma Wilburforce
Town Office

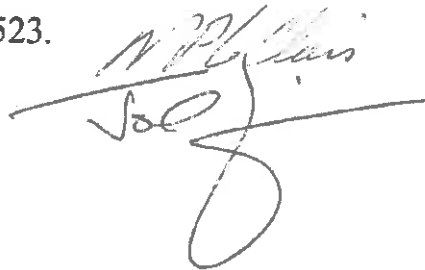
On behalf of the Council and the Cast of the "IRISH PLAY", we would like to thank you for acting as a "Ticket Outlet" for past plays. The "IRISH PLAY" has become a tradition in the community for over 100 years.

The play provides laughs for the attendees while generating funds to help various needs in the area. Last year some \$8,000 was donated.

We trust that you will continue your support for our "IRISH PLAY" 2020 by again acting as a source for tickets. It is much appreciated.

Noel Le Clair (613) 735-7523.
John Perquin

Irish Play Chairpersons.

Handwritten signatures of Noel Le Clair and John Perquin. The signature of Noel Le Clair is written above the signature of John Perquin.

JAN 23 2020

13.1

At the January 13, 2020 Recreation meeting:

The Committee recommended that the township office act as a "ticket outlet" for the Pembroke Knights of Columbus Irish play tickets

AND THAT the Recreation Committee will subsidize North Algona Resident ticket purchases by \$5.00 each from the recreation budget.