



GEORGINA

**THE CORPORATION OF THE
TOWN OF GEORGINA
Council Agenda**

Wednesday, November 6, 2024
9:00 AM

Pages

1. CALL TO ORDER- MOMENT OF MEDITATION

“The Town of Georgina recognizes and acknowledges that we are on lands originally used and occupied by the First Peoples of the Williams Treaties First Nations and other Indigenous Peoples, and on behalf of Mayor and Council, we would like to thank them for sharing this land. We would also like to acknowledge the Chippewas of Georgina Island First Nation as our close neighbour and friend, one with which we strive to build a cooperative and respectful relationship.

We also recognize the unique relationship the Chippewas have with the lands and waters of this territory. They are the water protectors and environmental stewards of these lands and we join them in these responsibilities.”

2. ROLL CALL

3. COMMUNITY ANNOUNCEMENTS

1. Pet of the Month - Animal Shelter staff introducing pets available for adoption from the Georgina Animal Shelter
2. Cheque presentation to the Sutton Legion

4. INTRODUCTION OF ADDENDUM ITEM(S)

5. APPROVAL OF AGENDA

6. DECLARATION OF PECUNIARY INTEREST AND GENERAL NATURE THEREOF

7. ADOPTION OF MINUTES None

8. SPEAKERS AND DELEGATIONS

9. PETITIONS

10. PUBLIC MEETINGS None

1. Statutory Meeting(s) Under The Planning Act Or Meetings Pertaining To The Continuation Of Planning Matters
2. Statutory Meeting(s) Under Other Legislation

3. Other Public Meetings

11. REPORTS

1. Adoption Of Reports Not Requiring Separate Discussion

- a. Additional Bylaws added to the Administrative Monetary Penalty System 4

Report No. LS-2024-0018

Recommendation(s):

1. That Council receive Report No. LS-2024-0018 dated November 6th, 2024 prepared by the Municipal Law Enforcement Division, Legislative Services respecting additional bylaws being added to the Administrative Monetary Penalty System.
2. That Council approve the addition of twenty-one bylaws to the Administrative Monetary Penalty System.

- b. ROC Cafeteria Program 8

Report No. CSD-2024-0017

Recommendation(s):

1. That Council receive Report No. CSD-2024-0017, prepared by the Community Services Department dated November 6, 2024, respecting the ROC cafeteria winter operations.
2. That Council approve Community Services selection of Dina's Cuzina to operate the ROC cafeteria for the 2024-2025 ROC winter operation.
3. That Council authorizes the Director of Community Services to enter into an agreement between Dina's Cuzina and the Town of Georgina to operate the ROC Cafeteria during the winter operation with option to renew annually up to a maximum of five years.

- c. Release of the 2025 Proposed Budget

Report No. DCAO-2024-0016

(Advisement: Report to be circulated under separate cover via Addendum. Presentation to be provided by staff)

2. Reports Requiring Separate Discussion

12. DISPOSITIONS, PROCLAMATIONS, AND GENERAL INFORMATION ITEMS

1. Dispositions/Proclamations None

2.	General Information Items	
	a.	Information Items 20
	b.	Briefing Notes
	a.	2024 Ontario Building Code - Overview of Changes 21
13.	MOTIONS/ NOTICES OF MOTION	
14.	REGIONAL BUSINESS	
15.	OTHER BUSINESS	
16.	BYLAWS	
	1.	Bylaw 2024-0071 (REG-1) amending the Penalty Sections of several bylaws for the purpose of expanding the application of the Administrative Penalty System within the Town of Georgina 23
17.	CLOSED SESSION	
	1.	Motion to move into Closed Session of Council
	a.	A PROPOSED OR PENDING ACQUISITION OR DISPOSITION OF LAND BY THE MUNICIPALITY OR LOCAL BOARD, Section 239(2)(c), MA; Sutton
	2.	Motion to reconvene into Open Session of Council and report on matters discussed in Closed Session
18.	CONFIRMING BYLAW	
	1.	Bylaw Number 2024-0072 (COU-2) confirm proceedings of Council on November 6, 2024 53
19.	MOTION TO ADJOURN	

THE CORPORATION OF THE TOWN OF GEORGINA

REPORT NO. LS-2024-0018

**FOR THE CONSIDERATION OF
COUNCIL**

November 6, 2024

**SUBJECT: ADDITIONAL BYLAWS ADDED TO THE ADMINISTRATIVE MONETARY
PENALTY SYSTEM**

1. RECOMMENDATION:

1. That Council receive Report No. LS-2024-0018 dated November 6th, 2024 prepared by the Municipal Law Enforcement Division, Legislative Services respecting additional bylaws being added to the Administrative Monetary Penalty System.
2. That Council approve the addition of twenty-one bylaws to the Administrative Monetary Penalty System.

2. PURPOSE:

This report is presented to seek Council's approval of the addition of a further twenty-one bylaws to the Administrative Monetary Penalty System for enforcement purposes.

3. BACKGROUND:

On October 28th, 2020 Council received Report No. CAO-2020-0011, which contained an introduction to the Administrative Monetary Penalty System (AMPS). Council authorized staff to prepare for the implementation of an AMPS program.

On June 8th, 2022, Council received Report No. LS-2022-0010 recommending certain amendments to Town of Georgina Traffic Bylaw No. 2002-0046 (TR-1) and the enactment of AMPS Bylaw No. 2022-0052 (REG-1) for the purpose of establishing an AMPS program.

On September 11th, 2024, Council adopted a new AMPS bylaw, being Bylaw No. 2024-0061 (REG-1), to enable Automated Speed Enforcement under the AMPS program.

4. **ANALYSIS:**

The *Municipal Act, 2001* allows municipalities to develop an Administrative Monetary Penalty System (AMPS) program to process and adjudicate parking bylaw contraventions, as well as contraventions of other municipal bylaws. The AMPS process can replace the processes the Town of Georgina currently uses for enforcement of non-parking bylaw contraventions under the *Provincial Offences Act (POA)* from the moment a ticket is issued up to and including the adjudication process. All municipalities in York Region have transitioned to AMPS or have begun the process of doing so.

Once a municipality transitions to AMPS for parking bylaw contraventions, those contraventions may no longer be enforced under the *POA*. However, a benefit of using AMPS for non-parking bylaw contraventions is that the municipality may still choose to use the *POA* for enforcement purposes if AMPS is not appropriate for the situation. For example, if a repeat offender has received several administrative penalties and remains non-compliant with a municipal bylaw, the municipality may choose to issue a charge under the *POA* for subsequent contraventions. This provides the municipality with the option to seek increased fines and/or a probation order under the *POA*. A Municipal Law Enforcement Officer will determine at the time of the contravention which process is warranted for the matter. It is anticipated, however, that most enforcement will occur through the AMPS program. If a person is required by a municipality to pay an administrative penalty in respect of a contravention, the person cannot be charged with an offence under the *POA* in respect of the same contravention.

Transitioning more bylaws to AMPS will clear up court time for more important matters and encourage compliance with Town bylaws. Over the past couple of years and since the pandemic, the Municipal Law Enforcement Division has observed several of the Town's enforcement matters being withdrawn by the Prosecutor in court. In some cases, by the time a matter made it to trial, the person charged had come into compliance with the bylaw and the charge was withdrawn. Prior to the pandemic, the court would still proceed with the trial regardless of whether the defendant had achieved compliance after the charge or not.

The Municipal Law Enforcement Division has also seen matters withdrawn in court on the basis that the public interest requires that scarce court time be allocated to other matters that are perceived to be more important. In some cases, court staff will not schedule a trial date; for example, due to a lack of court time, the courts are currently prioritizing matters directly related to health and safety. For that reason, some offences not related to health and safety are going unpunished without consequence. By transitioning more bylaws to AMPS, it will encourage compliance with Town bylaws, as there will be clear consequences for contraventions through the AMPS program.

Currently, the Town of Newmarket has an agreement to provide Hearing Officers to the Town of Georgina, which allows recipients of penalty notices for parking

contraventions to dispute their penalties. A similar agreement has been entered into between the Town of Georgina and the Town of Newmarket for Automated Speed Enforcement. It is anticipated that another similar agreement will be reached with the Town of Newmarket for the purpose of reviewing penalty notices received for non-parking bylaw contraventions. (It should be noted as well that prior to a hearing, which is held virtually, the recipient of a penalty notice will be able to have their penalty reviewed by a Screening Officer employed by the Town of Georgina, virtually or in-person.)

Twenty-one bylaws have been proposed by staff to transition to AMPS. These bylaws have been determined to be the ones most often enforced by the Municipal Law Enforcement Division by examining our PSR database. The selected bylaws include the Property Standards Bylaw, Sign Bylaw, several Animal Control Bylaws, and several Licensing Bylaws, among others, but do not include zoning bylaws, as municipalities are currently not permitted to implement administrative penalties for zoning bylaw contraventions.

For convictions under the *POA*, fines are set by the Ministry of the Attorney General, but under AMPS, the responsibility for setting the penalty amounts falls to Council, subject to compliance with the *Municipal Act, 2001*, which requires that penalties for AMPS must not be punitive in nature, but must instead promote compliance with the bylaw. The proposed penalties before Council today are included in the proposed bylaw amendments transitioning the twenty-one bylaws to AMPS, and have been compared to those implemented by other York Region municipalities and set according to the needs and priorities of the Town of Georgina.

Unpaid administrative penalties are considered a debt to the municipality. If left unpaid, the amount of the administrative penalty may be placed on the tax roll for a property in which all the owners are responsible for paying the administrative penalty and collected in the same manner as municipal taxes. There may be instances where the Town struggles to collect the amount due pursuant to a penalty notice; alternative collection opportunities will therefore be considered by staff, such as using collection agencies or making agreements for other municipalities to collect on the Town's behalf.

5. RELATIONSHIP TO STRATEGIC PLAN:

Transitioning more bylaws to AMPS supports the 'Delivering Service Excellence' pillar of the Town of Georgina's Strategic Plan. Transitioning to AMPS will improve the enforcement process and make it more efficient for staff and the public.

6. FINANCIAL AND BUDGETARY IMPACT:

If additional bylaws are transitioned to AMPS, staff will be requesting a one-time capital budget amount of \$20,000 in 2025 to upgrade and improve software currently

used to manage parking ticket penalties. Staff will also be requesting recurring software support fees of \$4,000 annually.

There are also costs associated with Hearing Officers and the printing of penalty notices, which will be funded by the existing operating budget.

7. PUBLIC CONSULTATION AND NOTICE REQUIREMENTS:

Because there are no regulatory requirements for public notice of the implementation of AMPS, there has been no public consultation.

8. CONCLUSION:

It is staff's opinion that transitioning more bylaws to the AMPS process will provide an enhanced dispute resolution mechanism and an improved customer service experience. For the reasons set out in this report, staff are recommending that Council approve the report and the bylaw amendments to transition more bylaw contravention matters to AMPS immediately.

APPROVALS

Prepared By: Mike Hutchinson, Manager, Municipal Law Enforcement
Recommended By: Michael Bigioni, Director, Legislative Services
Approved By: Ryan Cronsberry, Chief Administrative Officer

THE CORPORATION OF THE TOWN OF GEORGINA

REPORT NO. CSD-2024-0017

**FOR THE CONSIDERATION OF
COUNCIL**

November 6, 2024

SUBJECT: ROC CAFETERIA PROGRAM

1. RECOMMENDATION:

1. That Council receive Report No. CSD-2024-0017, prepared by the Community Services Department dated November 6, 2024, respecting the ROC cafeteria winter operations.
2. That Council approve Community Services selection of Dina's Cuzina to operate the ROC cafeteria for the 2024-2025 ROC winter operation.
3. That Council authorizes the Director of Community Services to enter into an agreement between Dina's Cuzina and the Town of Georgina to operate the ROC Cafeteria during the winter operation with option to renew annually up to a maximum of five years.

2. PURPOSE:

To obtain Council approval for the Director of Community Services to award operating the Town owned commercial cafeteria concession at the Recreational Outdoor Campus (The ROC) for the 2024-2025 winter season to Dina's Cuzina with option to renew annually up to a maximum of five years.

3. BACKGROUND:

Since the opening of the ROC in 2012, Community Services department has been providing the food service in the cafeteria for the winter season. Town catering service was removed in 2016. Through a financial and business unit analysis, staff determined that exploring the opportunity to partner with an established food service business would be a benefit to the overall operations at the ROC.

In November 2023, Council approved Dina's Cuzina to operate the 2023-2024 ROC cafeteria during the winter operations. This was a pilot program which allowed a third party to lease the space to deliver food services out of the ROC Cafeteria.

The pilot program was a success. Moving this from a pilot to a full program, staff reissued an Expression of Interest (EOI) to the community with the support of

Economic Development division. The expression of interest closed on October 18, 2024, and one proposal was received.

4. ANALYSIS:

The successful pilot program was a benefit to the Town and the participating local business. This program allowed for a beneficial opportunity for revenue generation for the Town and an opportunity for a business to grow and succeed within the Town. At the conclusion of the winter season, a post meeting was held with the third-party business to discuss improvements should any type of partnership continue in the future.

On October 18, 2024, one proposal submitted by Dina's Cuzina was received and evaluated by a staff review team. The review team evaluated the proponent's business plan, relevant experience, proposed menu and fit with the overall ROC business plan as well as the past performance from the 2023-2024 season.

Dina's Cuzina meets all the requirements and staff recommend proceeding for the 2024-2025 winter operations with the option to extend.

5. RELATIONSHIP TO STRATEGIC PLAN:

Diversifying local economy - Continue to support Georgina's tourism sector as an economic driver.

Creating a vibrant, healthy, and safe community for all - Continue to invest in community amenities and spaces.

6. FINANCIAL AND BUDGETARY IMPACT:

The Town would be collecting rental revenue for this program initiative. The proposed rate for the rental space will be based on a percent of gross sales and/or fixed rental whichever is greater. The rental revenue will be a minimum of \$6,000.00 as a positive impact to contribute to the overall budget at the ROC.

7. PUBLIC CONSULTATION AND NOTICE REQUIREMENTS:

Not applicable.

8. CONCLUSION:

With the success of the pilot program in the 2023-2024 season, the new operating model has had a positive impact to the ROC business plan as a whole. This program allows for Town revenue generation opportunity and for a local business to succeed through a partnership with the Town.

APPROVALS

Prepared By: Patti White
Manager of Recreation Services

Recommended By: Steve Lee-Young
Director of Community Services

Recommended By: Rob Wheeler
Deputy CAO/Treasurer

Approved By: Ryan Cronsberry
Chief Administrative Officer

Attachments:

Attachment 1: Dina's Cuzina, Lease Agreement

LEASE AGREEMENT

THIS AGREEMENT made this 7th day of November, 2024.

BETWEEN:

THE CORPORATION OF THE TOWN OF GEORGINA
(hereinafter called the "Landlord")

-and-

Chris Keletzis, carrying on business as Dina's Cuzina
(hereinafter called the "Tenant")

WHEREAS the Landlord operates the ROC Chalet, known municipally as 26479 Civic Centre Road, Keswick, Ontario;

NOW THIS AGREEMENT WITNESSETH that in consideration of the mutual promises contained herein, the parties agree as follows:

1. The Landlord shall rent to the Tenant for its exclusive use the following premises (the "Premises"):
 - a. Within the ROC Chalet:
Kitchen area known as the ROC Cafeteria,

as depicted on Schedule "A," for a term of one (1) year commencing December 2, 2024, and ending March 31, 2025, together with non-exclusive access through the lobby and cafeteria and the Town's lands upon which the said ROC Chalet are situate for the purpose of accessing the Premises.
2. Throughout the term of the lease, the Landlord will provide access to the washrooms in the Lobby within the ROC Chalet during the operating hours of the cafeteria.
3. "Rent" means all amounts payable by the Tenant to the Landlord in accordance with this Section, and includes Additional Rent.
 - a. The Tenant shall pay to the Landlord 5% of gross sales and \$300.00 per month plus HST or \$1500.00 per month plus HST whichever is greater for the months of December 2024, January 2025, February 2025, and March 2025 on account of its use of the Premises. The said rent shall be payable monthly on the 8th of each month for the previous month. Upon payment of the rent, the Landlord covenants with the Tenant for quiet enjoyment of the Premises.
4. The Landlord will be responsible for maintenance (cafeteria equipment, snow removal, landscaping, exterior building and common elements maintenance and repairs).
5. The Tenant shall be responsible for all cleaning of the cafeteria area, removal and cleaning of grease trap, renovations, signage, point of sales system and telephone lines required for the Premises, subject to approval in advance by the Landlord's Director of Community Services, acting reasonably and ensuring all equipment is left in the same condition following the term of this lease.
6. The Landlord shall not be responsible for theft or damage to any equipment or money belonging to the Tenant located within the Premises, except to the extent to which such theft or damage is caused or contributed by the negligence or willful act or omission of the Landlord.
7. The Landlord will ensure the Tenant has access to the Premises. The Landlord assumes no responsibility for monitoring access or security.

- a. The Tenant shall at all times indemnify and save harmless the Landlord in respect of all claims and demands by any person, whether in respect of damage to person or property, arising out of or occasioned by the Tenant's negligent use, occupancy and/or maintenance of the Premises or any part thereof.
 - b. The Tenant shall at all times indemnify and save harmless the Landlord in respect of any damage to the Premises or other property of the Landlord arising out of or occasioned by any negligent act, omission and/or default of the Tenant, its officers, agents, servants, employees, contractors, customers, invitees and licensees, and all others for whom it is in law responsible.
 - c. The Landlord shall at all times indemnify and save harmless the Tenant in respect of all claims and demands relating to the Premises, the ROC Chalet by any person, whether in respect of damage to person or property, and in respect of any damage to the Premises or other property of the Tenant, arising out of or occasioned by any act, omission, default and/or negligence of the Landlord, its officers, agents, servants, employees, contractors, customers, invitees and licensees, and all others for whom it is in law responsible.
8. The Tenant shall maintain and keep in effect throughout the term of this Lease Commercial General liability insurance in an amount of at least five million dollars (\$5,000,000.00) per occurrence and coverage shall include but no limited to bodily injury including death, personal injury, property damage including loss of use thereof, liquor liability up to the full policy limits, tenant's legal liability and contractual liability in respect of its business and the Premises. Terms shall be satisfactory to the Landlord. The policy shall also contain a cross liability, severability of insured clause naming the Landlord as an additional insured. The policy shall be endorsed to provide the Landlord with not less than 30 Days' written notice of cancellation.

The Tenant shall also carry "All Risk" property insurance for all property in the Tenant's care, custody and control up to 100% of its full replacement cost. Alternatively, the Landlord may accept that replacement is on a co-insurance basis but no less than 90%. The policy shall also include business interruption insurance for a minimum of a 12-month period. The policy shall contain a waiver of subrogation in favor of the Landlord.

The Tenant shall provide to the Landlord upon the placement, renewal, amendment, or extension of all or any part of the insurance confirmation of coverage and, if required, a certified true copy(s) of the policy(s) certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the Lease. It is expected by the Landlord that the Certificate(s) of Insurance will provide confirmation that all insurance requirements as stated hereunder have been met.

All applicable deductibles are at the sole expense of the Tenant and the policies shall apply as primary and not as excess of any insurance available to the Landlord.

The Tenant shall not do or permit anything to be done on the Premises which may make void or voidable any insurance upon the Premises.

9. The Landlord shall maintain and keep in good repair all structural elements of the buildings containing the Premises, as would a prudent owner of buildings of similar size and age, and shall maintain and keep in good repair the common elements and facilities thereof (including, without limitation, the washrooms, the HVAC systems, the mechanical, electrical and other base building systems such as the plumbing, drainage, security, sprinkler and elevator systems, and the paved, landscaped and other exterior portions of the said buildings). The Landlord further covenants to perform any such repairs expeditiously, after Tenant's normal business hours wherever possible, and to take all steps to minimize interference with the Tenant's business at the Premises.
10. The Landlord shall further promptly remove snow and ice from exterior portions of the lands and building, provide landscaping and provide water in such quantities as are reasonable for office use, and provide heating, ventilating and air-conditioning in such

quantity as to maintain reasonable temperatures for normal occupancy within the buildings, common areas and the Premises.

11. The Landlord will take out and maintain throughout the term:

- i. all risk property and equipment breakdown insurance with coverage which would be carried by a prudent landlord for similar buildings, in an amount equal at all times to the full replacement value thereof; and
- ii. comprehensive general liability insurance with respect to the buildings containing the Premises in an amount and for coverages which would be carried by prudent landlords of a similar development.

12. After expiry or earlier termination of the term, the Tenant shall remove its trade fixtures and leasehold improvements unless the Landlord agrees otherwise at that time. The Tenant shall leave the Premises in a tidy and broom-swept condition. If the Tenant removes any of its trade fixtures or leasehold improvements, it shall repair any damage caused by the removal of such items, reasonable wear and tear excepted.

13. The Tenant shall use the Premises only for the purposes referred to in Section 1 hereof, and its use of the Premises shall be subject to the terms of this Lease, including, without limiting the foregoing, the Rules and Regulations appended hereto as Schedule "B", and to such other reasonable rules and regulations as the Landlord may make from time to time.

14. Notices shall be in writing and shall be delivered or sent by registered mail to:

The Landlord: Town of Georgina
 26557 Civic Centre Road
 Keswick, Ontario L4P 3E9
 Attn: Director of Community Services

The Tenant: Dina's Cuzina
 Attn: Chris Keletzis

15. The terms and conditions of this Lease shall extend to and bind the heirs, personal representatives, successors and permitted assigns of the Landlord and the Tenant. The Tenant shall not assign its interest under this Lease or sublet any of the Premises without the prior written consent of the Landlord, which shall not be unreasonably withheld. Notwithstanding any such assignment or sublease, the Tenant shall remain liable hereunder.

16. This agreement will be governed by and construed according to the laws of the Province of Ontario and the laws of Canada applicable therein. Invalid provisions are severable and do not impair the validity of the balance of this agreement. This agreement contains all the agreements, promises and undertakings between the parties.

17. Schedules "A", "B" and "C" appended here to form part of this Lease.

IN WITNESS WHEREOF the parties hereto have executed this Lease as of the date first written above.

THE CORPORATION OF THE TOWN OF GEORGINA

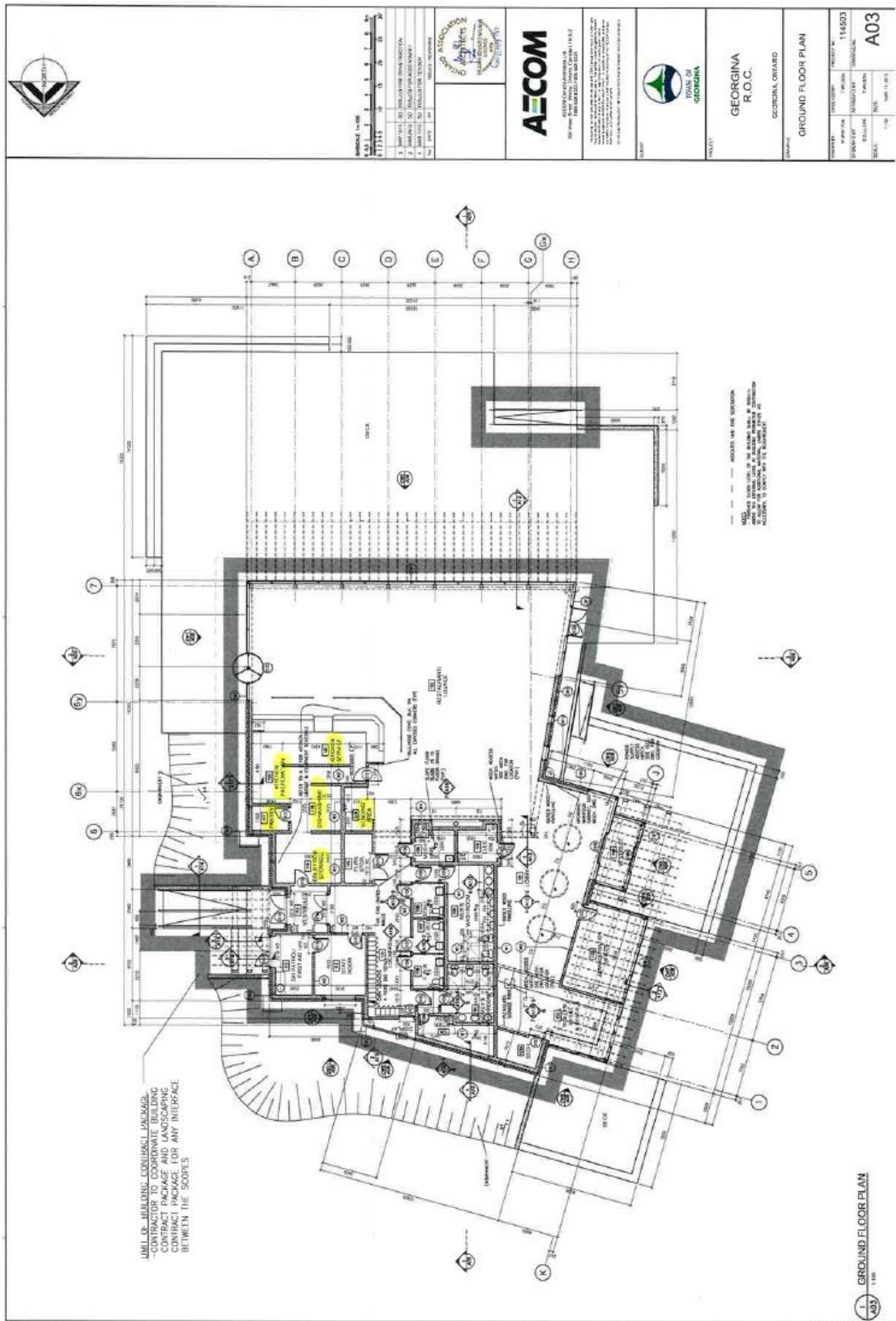
Per: _____

Steve Lee-Young, Director of Community Services

CHRIS KELETZIS, carrying on business as DINAS CUZINA

Per: _____

Schedule A – Leased Premises



SCHEDULE B – Rules and Regulations

1. The Tenant shall provide a preferred standard of service and value to the Landlord.
2. Tenant shall be appropriately certified/licensed for the types of food and beverage it intends to provide and shall provide Landlord with current copies of all applicable certifications or licenses.
3. It is understood and agreed that the Tenant's hours of operation MUST be the same hours of operations as the ROC winter season.
4. The Tenant shall prominently post a product sign board of all food and beverage for sale and the price of each article in and around concession stands. The size, prominence and location of such boards shall be subject to the approval of the Landlord. The tenant agrees to produce a printed menu for the restaurant.
5. The Tenant recognizes that the Town of Georgina is under contract with Pepsi and therefore agrees to exclusively sell Pepsi products (soft drinks) at the cafeteria.
6. The Tenant shall not have
 - a. Exclusive rights to selling or providing any food or services,
 - b. First right of refusal for Special Events held at the facility. The Landlord may suggest that an event coordinator speak to the Tenant about catering its event, but the Landlord shall not make it a condition .
7. The Tenant shall have the option to participate in food delivery service for school group bookings and birthday party packages at the ROC Chalet.
8. The Landlord reserves the exclusive right to sell advertising and sponsorship packages. The Tenant shall have no right to sell advertising.
9. The Tenant shall operate the cafeteria, and perform all work in connection therewith, in a professional and resourceful manner, complying with all public health regulations including a Grade "A" sanitation rating to the satisfaction of all authorized Health Department officers and Landlord.
10. The Tenant is not permitted to sublet or transfer its rights hereunder during the term of this Lease.
11. The Tenant shall sell only food/beverages that comply with all applicable federal, provincial and local laws, acts, orders, and/or regulations.
12. The Tenant shall obtain all necessary permits, licenses and approvals from all agencies having jurisdiction.
13. The Tenant shall sell those products, commodities and articles normally found in operations of this type. The Landlord may require the Tenant to sell items which, in the Landlord's discretion, are necessary for the operation of the restaurant and ancillary concession stands and may limit or require discontinuance of the sale of any products, commodities or articles which the Landlord deems not to be in the best interest of ensuring adequate and appropriate food services to its facilities.
14. The Tenant acknowledges that it is an independent contractor with exclusive control over its employees and the conduct and operation of its business and shall abide by the *Employment Standards Act*. However, it is understood and agreed that the Landlord reserves the right to exercise general supervision and control over all operations in its facilities, including but not limited to

permissible displays, and quality of merchandise and the services rendered to the public.

15. The condition of the hygiene and appearance of the Tenant's employees is the Tenant's sole responsibility, provided, however, that the Landlord shall have the right to require the Tenant to ensure that all employees meet minimum hygiene and appearance standards set by the Landlord from time to time.
16. The Tenant shall ensure that its employees are not intoxicated by drugs or alcohol at any time.
17. The Tenant shall employ enough staff to guarantee sufficient sales and a satisfactory level of service (in the opinion of the Landlord) to the public.
18. It is understood and agreed that all food, drink and other merchandise sold, including the containers used, will be of brands, quality, and quantity agreed to between the Landlord and the Tenant.
19. The Tenant agrees to keep neat, clean and in sanitary condition its Premises, equipment, and the surrounding area used by the Tenant, and shall abide by all regulations of the York Region Health Department. The Tenant shall implement and operate a recycling program. The Tenant will be responsible for the disposal / recycling of waste oil in accordance with the municipal, regional, provincial, and federal government authorities having jurisdiction. All refuse and waste material created by the Tenant shall be promptly disposed of by the Tenant daily by placing it in the Landlord's central refuse and recycling containers. Such refuse and waste material are not to be construed to mean containers, wrappers, napkins, and the like accepted by the public in the purchase of food. Waste foods shall be kept in closed metal containers or closed plastic bags until it is placed in the receptacles. The Landlord will dispose of all refuse when placed in the central receptacles at no charge to the Tenant.
20. It is agreed that the Premises and equipment used by the Tenant may be inspected at any time by the Landlord, and if notice is given to the Tenant of any unsatisfactory condition, the Tenant will immediately remedy the condition to the satisfaction of the Landlord.
21. The Tenant shall pay the cost of any necessary improvement, upgrade, and increase in capacity of utility service to the restaurant and ancillary concession stands, and the cost of connecting any equipment or improvements to the utility services.
22. The Tenant shall provide printed menus, appropriate sales tools and collateral promotional material which shall be subject to the Landlord's approval.
23. The Tenant shall furnish all necessary qualified supervision for the performance of the food and beverage service and agrees to entrust its operations to highly competent supervisors.
24. The Tenant shall select, employ, train, furnish and deploy employees who are proficient, productive, and courteous to the public and shall discipline, and if necessary, discharge all personnel working in its operation. The Tenant shall also provide adequately trained relief personnel in case of primary staff absences.
25. The Tenant must conduct regularly scheduled training classes for all employees and management throughout the term of the Lease. The training schedule and program content shall be approved by the Landlord in writing. At a minimum, such training will consist of Customer Service and Alcohol Awareness.

26. If the Landlord, acting reasonably, finds that the Tenant's Supervisor(s) or his/her alternate(s) are unsatisfactory, and such finding is duly reported in writing by the Landlord to the Tenant, the Tenant shall, within ten (10) days, or such longer period of time as the Tenant may reasonably request, replace him/her with one who is satisfactory to the Landlord.
27. The Tenant will ensure that all of its employees perform their duties in accordance with all Federal, Provincial, Regional and Local statutes, regulations and by-laws pertaining to the preparation, handling, storage and service of food and beverages (alcoholic and non-alcoholic).
28. The Tenant's signage shall be limited to the Premises and shall be subject to approval of the Landlord prior to installation.
29. The Tenant shall at its expense perform or cause to be performed all equipment repair and appropriate daily, weekly and monthly maintenance such as, but not limited to:
 - a. Degreasing all ductwork from the fryers and grills to the exterior of the building a minimum of once a year or as more frequently required by the Landlord.
 - b. Pest control on an as needed basis required by the Landlord.
30. The Tenant shall be responsible for all repairs and maintenance to its Premises, including janitorial services and supplies and lighting supplies.
31. The Tenant shall be responsible for housekeeping/ janitorial services and the costs of these services and will at all times be responsible for maintaining a high housekeeping and sanitation level. This level shall meet Public Health Standards. The Tenant will supply the Landlord with a schedule of all housekeeping procedures detailing daily, weekly and monthly duties. The Landlord reserves the right to require the Tenant to amend these procedures by requiring additional or more frequent housekeeping and sanitation in order to meet public health standards.
32. The Landlord shall at its expense effect any improvements required to ensure its Premises meet the Ontario Fire Code, and without limiting the generality of the foregoing, shall install and maintain at its expense the following:
 - Sufficient ULC-approved BC type dry chemical fire extinguisher;
 - Commercial cooking equipment owned by the Landlord such as exhaust and fire protection system; both in conformance with Town By-Laws and Policies.
33. All light operating equipment including but not limited to cooking utensils, cash register, serving trays, dishes, cups, toasters, pots, pans, salt and pepper shakers, dishes, cutlery, small display racks and glasses shall be provided by the Tenant at its own expense. All equipment used shall be constructed of good quality materials to the satisfaction of the Landlord.
34. The Tenant agrees to a review following this term, by the Landlord of serving procedures, cashier set-up, menu items, and hours of operation. The Landlord shall have the right to require the Tenant to effect any reasonable change at the Tenant's expense.
35. The Tenant will conduct an annual survey to measure customer opinion on pricing, food quality, service level, catering staff, cleanliness, etc., in a format to be approved by the Landlord. Results of the survey are to be shared with the Landlord.

36. The Tenant shall construct and operate its Premises and business to remove (where possible) and prevent barriers to access for people with disabilities in accordance with the requirements of an "Owner" as defined in *The Ontarians with Disabilities Act, 2001* (the "Act") and in accordance with the Landlord's Corporate Accessibility Plan, both of which require that when deciding to purchase goods and/or services, including building construction and equipment, the Tenant shall have regard to accessibility for persons with disabilities to the goods and/or services. The Tenant represents and covenants that it is committed to accessibility principles and covenants to take steps to improve accessibility within the Premises in accordance with the Act.
- 36 The Tenant shall participate in a pre-occupancy meeting to verify its full understanding of the major contractual requirements and expectations in the area of health and safety before taking possession of the Premises.
- 37 The Tenant acknowledges and agrees that any damages or fines that may be assessed against the Landlord by reason of a breach or breaches of the *Occupational Health and Safety Act* by the Tenant or any of his Sub-contractors shall entitle the Landlord to recover same from Tenant as Additional Rent on demand.
- 38 The Tenant shall provide a list of all controlled hazardous materials and products containing hazardous materials, and all physical agents or devices or equipment producing or emitting any substance, compound, product or physical agent that is deemed to be or contains a designated substance in accordance with the Workplace Hazardous Materials Information System (WHMIS) as defined under the *Occupational Health and Safety Act*, and shall provide appropriate Material Health and Safety Data Sheets for these substances used for the performance of the required work, all prior to the performance of said work.
- 39 Where hazardous materials, physical agents and/or designated substances are used in the Tenant's business, the Tenant shall ensure that the requirements of the *Occupational Health and Safety Act* and associated regulations are complied with.
- 40 The Tenant shall follow Workplace Hazardous Materials Information Systems (WHMIS) requirements and ensure all employees are given the required training and support.
- 41 The Tenant shall have a clearly defined safety plan/rescue plan for its workers involved in hazardous activities. This plan shall include, but not be limited to, procedures for entering a confined space on the worksite.
- 42 The Tenant shall at all times comply with all Health and Safety Standards set out in applicable statutes and regulations, including, without limiting the foregoing, the *Occupational Health, and Safety Act*, and shall comply with any written Health and Safety Policies of the Landlord.

Schedule C – Proposed Menu

subject to change

Handhelds

- Smash Burgers, our organic grass-fed beef cut from steak trimmings 3.5-ounce patty smashed and seared
 - cheese and bacon optional add-ons
 - Gluten free bun available
- Chicken Gyro Wrap or Salad, boneless skinless chicken thighs marinated and cooked in house served in a pita wrap, house made tzatziki, tomato, onion, feta, and fries drizzled with our lemon herb olive oil
- Fried Country Chicken Sandwich
 - lettuce, mayo, pickle
 - Gluten free bun available
- Grilled Cheese
- Hot dogs
 - all beef and a vegetarian option
 - options cheese, bacon, house made chili
- Pizza by the Slice
 - Dill Pickle Pizza, Cheese, Pepperoni

Hot Table

- House made Mac & Cheese
- House made Chili
- House made Soup of the day
 - cup or bowl
- Poutine
- Pickle Chip Poutine drizzled with dill sauce
- Buffalo Chicken Bacon Ranch poutine
- Hand cut Fries
- 100% Percent Chicken Breast Breaded Chicken Fingers

Other

- S'mores kits
- Beverages
- Pepsi Products
- Specialty Coffees
- Hot Chocolate
- Teas

MEMORANDUM

TO: Mayor Quirk
Members of Council

FROM: Rachel Dillabough, Town Clerk

SUBJECT: General Information Items

DATE: November 6, 2024

Please notify the Clerk's office if you wish to have any of these items placed on the agenda for discussion:

- i) Town of Whitchurch-Stouffville requesting the Province of Ontario to undertake with AMO a comprehensive social and economic prosperity review to promote the stability and sustainability of municipal finances across Ontario
- ii) Town of Whitchurch-Stouffville requesting the Federal and Provincial governments adjust the For-Profit/Not-For-Profit quotas in the agreement
- iii) Region of York; Total Population and Household Estimates for York Region and the nine local area municipalities

:rd



GEORGINA

Subject: 2024 Ontario Building Code – Overview of Changes

To: Mayor and Council

From: Devin Dillabough, Manager of Building and Chief Building Official

Date: November 6, 2024

Briefing:

The next edition of the Ontario Building Code comes into effect on January 1st, 2025. The Ministry of Municipal Affairs and Housing under Ontario Regulation 163/24 has adopted the 2020 National Building Code of Canada with Ontario Specific Amendments to the 2020 National Building Code of Canada. The new Building Code is intended to harmonize construction regulations across Canada and removes more than 1730 technical variations between the provincial and national requirements. Some of the goals of harmonizing provincial and national requirements are to streamline the development process, increase the health and safety of buildings, and make it easier for the construction industry to build more housing.

Below is an overview of several key changes in the 2024 Ontario Building Code:

- Requirements for secondary suites (accessory apartments) have been amended to generally conform to the National Building Code of Canada. Notably, the definition of “house” in the Ontario Building Code, which includes two suites, has been removed and replaced with “secondary suite”.
- A new building classification has been created for Farm Buildings, group “G” which previously did not exist in the Ontario Building Code. In addition, Farm Buildings will be classified by size, small and large buildings similar to the requirements in the current Ontario Building Code.
- Changes to the design and construction of septic systems.
- Changes to Radon mitigation requirements to harmonize with the National Building Code of Canada.
- Structural design requirement amendments. The Ontario Building Code will specify design situations that require a Professional Engineer, as opposed to the current requirement of a qualified/experienced person.
- Numerous changes to plumbing design and installation requirements.
- Carbon monoxide detection requirements will be harmonized with the National Building Code of Canada as an improvement over the Ontario Building Code requirements.

A transition period exists to assist stakeholders with implementation of the new 2024 Ontario Building Code. The new Building Code will take effect on January 1, 2025, however, building permit applications will be accepted using the 2012 Building Code until March 31, 2025, provided the applicant demonstrates that the working drawings were substantially complete by December 31, 2024.

Building Division staff are continuing to review the new Ontario Building Code so that we are ready for implementation, January 1st, 2025.

THE CORPORATION OF THE TOWN OF GEORGINA
IN THE
REGIONAL MUNICIPALITY OF YORK

BYLAW NUMBER 2024-0071 (REG-1)

BEING A BYLAW TO AMEND THE PENALTY SECTIONS OF
SEVERAL BYLAWS FOR THE PURPOSE OF EXPANDING
THE APPLICATION OF THE ADMINISTRATIVE PENALTY
SYSTEM WITHIN THE TOWN OF GEORGINA

WHEREAS the Council of The Corporation of the Town of Georgina may, pursuant to section 434.1 of the *Municipal Act, 2001*, require a person, subject to such conditions as the municipality considers appropriate, to pay an Administrative Penalty if the municipality is satisfied that the person has failed to comply with a by-law of the municipality;

AND WHEREAS section 15.4.1 of the *Building Code Act, 1992* authorizes The Corporation of the Town of Georgina to require a person, subject to such conditions as the municipality considers appropriate, to pay an Administrative Penalty if the municipality is satisfied that the person has failed to comply with a by-law or an order of an officer under subsection 15.2 (2) of the said *Act*, as deemed confirmed or as confirmed or modified by the committee or a judge under section 15.3 of the said *Act*;

AND WHEREAS the Council of The Corporation of the Town of Georgina considers it desirable and necessary to provide for a system of Administrative Penalties and Administrative Fees for the designated Town by-laws referred to herein;

BE IT THEREFORE ENACTED BY THE COUNCIL OF THE CORPORATION OF THE TOWN OF GEORGINA THAT:

1.0 By-law No. 2002-0169 (LI-3) is hereby amended by inserting the following paragraph immediately after the first paragraph in section 15:

A Licensing Inspector may serve a Penalty Notice on any person found contravening any provision of this by-law in accordance

with Administrative Monetary Penalty By-law No. 2024-0061 (REG-1), as amended, or any by-law passed in replacement thereof.

- 2.0 By-law No. 2019-0061 (LI-3) is hereby amended by adding thereto a new subsection 10(6), reading as follows:

An Officer may serve a Penalty Notice on any Person found contravening any provision of this by-law in accordance with Administrative Monetary Penalty By-law No. 2024-0061 (REG-1), as amended, or any by-law passed in replacement thereof.

- 3.0 By-law No. 2006-0062 (PUT-1) is hereby amended by inserting the following paragraph immediately after the first paragraph in section 11:

An Officer may serve a Penalty Notice on any person found contravening any provision of this by-law in accordance with Administrative Monetary Penalty By-law No. 2024-0061 (REG-1), as amended, or any by-law passed in replacement thereof.

- 4.0 By-law No. 2022-0020 (LI-3) is hereby amended by inserting the following paragraph immediately after the first paragraph in section 9:

An Officer may serve a Penalty Notice on any person found contravening any provision of this by-law in accordance with Administrative Monetary Penalty By-law No. 2024-0061 (REG-1), as amended, or any by-law passed in replacement thereof.

- 5.0 By-law No. 2013-0053 is hereby amended by adding thereto a new subsection 12(g), reading as follows:

An Inspector may serve a Penalty Notice on any person found contravening any provision of this by-law in accordance with Administrative Monetary Penalty By-law No. 2024-0061 (REG-1), as amended, or any by-law passed in replacement thereof.

- 6.0 By-law No. 2008-0138 (REG-1) is hereby amended by adding thereto a new subsection 6.1, reading as follows:

A Municipal Law Enforcement Officer may serve a Penalty Notice on any person found contravening any provision of this by-law in accordance with Administrative Monetary Penalty By-law No. 2024-0061 (REG-1), as amended, or any by-law passed in replacement thereof.

- 7.0 By-law No. 2003-0073 (REG-1) is hereby amended by inserting the following paragraph immediately after the first paragraph in section 4:

An Officer may serve a Penalty Notice on any person found contravening any provision of this by-law in accordance with Administrative Monetary Penalty By-law No. 2024-0061 (REG-1), as amended, or any by-law passed in replacement thereof.

- 8.0 By-law No. 98-106 (BU-1) is hereby amended by adding thereto a new subsection 4.2, reading as follows:

An Officer may serve a Penalty Notice on any Person found contravening any provision of this by-law in accordance with Administrative Monetary Penalty By-law No. 2024-0061 (REG-1), as amended, or any by-law passed in replacement thereof and in accordance with the *Building Code Act, 1992*, as amended.

- 9.0 By-law No. 90-35 (PWE_1) is hereby amended by inserting the following paragraph immediately after the first paragraph in section 4:

An Officer may serve a Penalty Notice on any person found contravening any provision of this by-law in accordance with Administrative Monetary Penalty By-law No. 2024-0061 (REG-1), as amended, or any by-law passed in replacement thereof.

- 10.0 By-law No. 2004-0130 (LI-3) is hereby amended by inserting the following paragraph immediately after the first paragraph in section 27:

An Animal Control Officer may serve a Penalty Notice on any person found contravening any provision of this by-law in accordance with Administrative Monetary Penalty By-law No. 2024-0061 (REG-1), as amended, or any by-law passed in replacement thereof.

- 11.0 By-law No. 2018-0021 (EL-1) is hereby amended by adding thereto a new subsection 14.9, reading as follows:

A Municipal Law Enforcement Officer may serve a Penalty Notice on any person found contravening any provision of this by-law in accordance with Administrative Monetary Penalty By-law No. 2024-0061 (REG-1), as amended, or any by-law passed in replacement thereof.

- 12.0 By-law No. 2003-0072 (PWE-1) is hereby amended by inserting the following paragraph immediately after the first paragraph in section 4:

An Officer may serve a Penalty Notice on any person found contravening any provision of this by-law in accordance with Administrative Monetary Penalty By-law No. 2024-0061 (REG-1), as amended, or any by-law passed in replacement thereof.

- 13.0 By-law No. 2014-0002 (LI-3) is hereby amended by adding thereto a new subsection 12(10), reading as follows:

An Inspector may serve a Penalty Notice on any person found contravening any provision of this by-law in accordance with Administrative Monetary Penalty By-law No. 2024-0061 (REG-1), as amended, or any by-law passed in replacement thereof.

- 14.0 By-law No. 2011-0024 (PWO-1) is hereby amended by adding thereto a new subsection 9.6, reading as follows:

An Officer may serve a Penalty Notice on any person found contravening any provision of this by-law in accordance with Administrative Monetary Penalty By-law No. 2024-0061 (REG-1), as amended, or any by-law passed in replacement thereof.

- 15.0 By-law No. 2015-0034 (REG-1) is hereby amended by adding thereto a new subsection 36(8), reading as follows:

An Officer may serve a Penalty Notice on any person found contravening any provision of this by-law in accordance with Administrative Monetary Penalty By-law No. 2024-0061 (REG-1), as amended, or any by-law passed in replacement thereof.

- 16.0 By-law No. 2003-0075 (PWE-1) is hereby amended by inserting the following paragraph immediately after the first paragraph in section 6:

An Officer may serve a Penalty Notice on any person found contravening any provision of this by-law in accordance with Administrative Monetary Penalty By-law No. 2024-0061 (REG-1), as amended, or any by-law passed in replacement thereof.

- 17.0 By-law No. 2024-0003 (REG-1) is hereby amended by revising subsection 5(2) thereof to read as follows:

An Officer may serve a Penalty Notice on any person found contravening any provision of this by-law in accordance with Administrative Monetary Penalty By-law No. 2024-0061 (REG-1), as amended, or any by-law passed in replacement thereof.

- 18.0 By-law No. 2020-0073 (REG-1) is hereby amended by adding thereto a new subsection 3(2), reading as follows:

A Municipal Law Enforcement Officer may serve a Penalty Notice on any person found contravening any provision of this by-law in accordance with Administrative Monetary Penalty By-law No. 2024-0061 (REG-1), as amended, or any by-law passed in replacement thereof.

- 19.0 By-law No. 2003-0071 (PUT-1) is hereby amended by inserting the following paragraph immediately after the first paragraph in section 5:

An Officer may serve a Penalty Notice on any person found contravening any provision of this by-law in accordance with Administrative Monetary Penalty By-law No. 2024-0061 (REG-1), as amended, or any by-law passed in replacement thereof.

- 20.0 By-law No. 2022-0038 (REG-1) is hereby amended by adding thereto a new subsection 9.4, reading as follows:

An Inspector may serve a Penalty Notice on any person found contravening any provision of this by-law in accordance with Administrative Monetary Penalty By-law No. 2024-0061 (REG-1), as amended, or any by-law passed in replacement thereof.

- 21.0 By-law No. 2023-0087 (TR-1) is hereby amended by inserting the following paragraph immediately after the first paragraph in section 23.0:

A Municipal Law Enforcement Officer may serve a Penalty Notice on any person found contravening any provision within Part B of this By-law in accordance with Administrative Monetary Penalty By-law No. 2024-0061 (REG-1), as amended, or any by-law passed in replacement thereof.

- 22.0 Administrative Monetary Penalty By-law No. 2024-0061 (REG-1) is hereby amended by adding the following text and tables to Schedule "B" thereto:

1. The provisions of each Section of the Town of Georgina By-laws, as amended, listed in the tables below and in Column 2 of the following tables are Designated By-laws for the purposes of this By-law.
2. Column 3 in the following tables sets out the short form wording to be used in the Penalty Notice for a Contravention of each Designated By-law listed in Column 2.
3. Column 4 in the following tables sets out the Administrative Penalty amount that is payable for the Contravention of each Designated By-law listed in Column 2 if voluntarily paid within 15 days of the Effective Date of Service
4. Column 5 in the following table sets out the Administrative Penalty amount that is payable for the Contravention of each Designated By-law listed in Column 2 if paid between 16 days and 30 days of the Effective Date of Service.

LICENSING BY-LAW NO. 2002-0169 (LI-3), AS AMENDED				
COLUMN 1 ITEM	COLUMN 2 DESIGNATED PROVISION - SECTION	COLUMN 3 SHORT FORM WORDING	COLUMN 4 EARLY PAYMENT PENALTY AMOUNT	COLUMN 5 SET PENALTY AMOUNT
1.	2(1)(a)	Own or operate adult entertainment facility without licence	\$375.00	\$500.00
2.	2(1)(b)	Own or operate adult entertainment parlour without licence	\$375.00	\$500.00
3.	2(1)(d)	Own or operate body rub parlour without licence	\$375.00	\$500.00
4.	2(1)(e)	Conduct exhibition/festival without licence	\$375.00	\$500.00
5.	2(1)(g)	Carry on business as salesman without licence	\$375.00	\$500.00

6.	2(1)(g)	Carry on business as hawker without licence	\$375.00	\$500.00
7.	2(1)(g)	Carry on business as pedlar without licence	\$375.00	\$500.00
8.	2(1)(h)	Own or operate horse riding establishment without licence	\$375.00	\$500.00
9.	2(1)(i)	Own or operate place of amusement without licence	\$375.00	\$500.00
10.	2(1)(k)	Own or operate salvage shop/yard without licence	\$375.00	\$500.00
11.	2(1)(k)	Sell second hand goods without licence	\$375.00	\$500.00
12.	2(1)(l)	Conduct special sale without licence	\$375.00	\$500.00
13.	2(1)(m)	Own or operate limousine without licence	\$375.00	\$500.00
14.	2(1)(m)	Own or operate taxicab without licence	\$375.00	\$500.00
15.	2(1)(m)	Own or operate limousine brokerage without licence	\$375.00	\$500.00
16.	2(1)(m)	Own or operate taxicab brokerage without licence	\$375.00	\$500.00
17.	2(1)(m)	Drive limousine without licence	\$375.00	\$500.00
18.	2(1)(m)	Drive taxicab without licence	\$375.00	\$500.00
19.	14(7)	Operate or permit to be operated unlicensed vehicle	\$375.00	\$500.00
20.	14(8)	Operate or permit to be operated vehicle without approved plate affixed	\$375.00	\$500.00
21.	Sch 1 – 1(7)(a)	Permit person under age 18 in adult entertainment facility	\$375.00	\$500.00
22.	Sch 1 – 1(7)(b)	Employ person under age 18 in adult entertainment facility	\$375.00	\$500.00
23.	Sch 1 – 1(7)(c)	Permit person to loiter or disturb in adult entertainment facility	\$375.00	\$500.00
24.	Sch 1 – 1(7)(d)	Operate adult entertainment facility on Christmas Day, Good Friday, or Easter Sunday	\$375.00	\$500.00
25.	Sch 2 – 5(1)(a)	Permit person under age 18 in adult entertainment parlour	\$375.00	\$500.00
26.	Sch 2 – 5(1)(b)	Employ person under age 18 in adult entertainment facility	\$375.00	\$500.00
27.	Sch 2 – 5(1)(c)	Operate adult entertainment parlour other than approved times	\$375.00	\$500.00

28.	Sch 2 – 5(1)(d)	Operate adult entertainment parlour on Christmas Day, Good Friday, or Easter Sunday	\$375.00	\$500.00
29.	Sch 2 – 5(1)(e)	Permit person to loiter or disturb in adult entertainment facility	\$375.00	\$500.00
30.	Sch 2 – 5(2)	Permit entertainer to make physical contact in adult entertainment parlour	\$375.00	\$500.00
31.	Sch 2 – 5(3)	Permit person to make physical contact in adult entertainment parlour	\$375.00	\$500.00
32.	Sch 2 – 5(4)	Entertain in area with obstructed view in adult entertainment parlour	\$375.00	\$500.00
33.	Sch 2 – 5(5)(a)	Permit entertainer to perform prior to completion of valid registration form in adult entertainment parlour	\$375.00	\$500.00
34.	Sch 2 – 5(5)(c)	Fail to produce valid completed entertainer registration form and proper identification in adult entertainment parlour	\$375.00	\$500.00
35.	Sch 2 – 5(5)(d)	Fail to retain entertainer registration form and proper identification for 2 years in adult entertainment parlour	\$375.00	\$500.00
36.	Sch 2 – 5(5)(f)	Fail to keep adult entertainment parlour in clean and sanitary condition	\$375.00	\$500.00
37.	Sch 4 – 5(4)	Permit unlicensed operator to operate body rub parlour	\$375.00	\$500.00
38.	Sch 4 – 6(5)	Provide body rub in locked or obstructed enclosure	\$375.00	\$500.00
39.	Sch 4 – 6(13)	Fail to provide/maintain first aid kit in body rub parlour	\$375.00	\$500.00
40.	Sch 4 – 6(18)	Permit person under age 18 in body rub parlour	\$375.00	\$500.00
41.	Sch 4 – 7(1)	Operate body rub parlour other than permitted times	\$375.00	\$500.00
42.	Sch 4 – 7(2)(c)	Fail to provide valid completed body rubber registration form	\$375.00	\$500.00
43.	Sch 4 – 7(2)(c)	Fail to provide valid body rubber identification	\$375.00	\$500.00
44.	Sch 5 – 2(8)(a)	Fail to maintain orderly conduct	\$375.00	\$500.00

45.	Sch 5 – 2(8)(b)	Permit person to create disturbance or cause noise	\$375.00	\$500.00
46.	Sch 5 – 2(8)(c)	Fail to keep premises in clean, neat and sanitary condition	\$375.00	\$500.00
47.	Sch 5 – 2(8)(c)	Fail to keep premises free from fire or other hazards	\$375.00	\$500.00
48.	Sch 7 – 3(1)	Sell or offer for sale goods from improperly zoned property	\$375.00	\$500.00
49.	Sch 7 – 3(2)	Sell or offer for sale goods from highway or adjacent vacant lot	\$375.00	\$500.00
50.	Sch 8 – 3(1)(a)	Rent horse to person under 18 without properly fastened safety helmet	\$375.00	\$500.00
51.	Sch 8 – 3(1)(b)	Rent horse to person without proper footwear	\$375.00	\$500.00
52.	Sch 8 – 3(1)(c)	Conduct trail ride without required trail guide	\$375.00	\$500.00
53.	Sch 8 – 3(1)(f)	Rent out unsafe, unsound or unschooled horse	\$375.00	\$500.00
54.	Sch 8 – 3(1)(g)	Rent out lame, sick or blind horse	\$375.00	\$500.00
55.	Sch 8 – 3(1)(i)	Permit inadequately experienced person to mount unrestrained horse	\$375.00	\$500.00
56.	Sch 8 – 3(1)(i)	Rent horse to person under influence of drugs or alcohol	\$375.00	\$500.00
57.	Sch 8 – 3(2)(a)	Instruct person under 18 without properly fastened safety helmet	\$375.00	\$500.00
58.	Sch 8 – 9	Perform duties at horse riding establishment while under the influence of drugs or alcohol	\$375.00	\$500.00
59.	Sch 8 – 16(1)(b)	Fail to maintain fully stocked first-aid kit	\$375.00	\$500.00
60.	Sch 9 – 2(2)(b)	Permit more amusement devices than licence allows	\$375.00	\$500.00
61.	Sch 9 – 2(2)(c)	Permit person to loiter, disturb or cause noise	\$375.00	\$500.00
62.	Sch 9 – 2(2)(d)	Fail to keep premises clean, neat and sanitary	\$375.00	\$500.00
63.	Sch 9 – 2(2)(e)	Failure to provide required washroom facilities	\$375.00	\$500.00
64.	Sch 9 – 2(2)(g)	Fail to post sign prohibiting students between 9:00 am and 4:00 pm on school days	\$375.00	\$500.00

65.	Sch 11 – 2(4)	Display merchandise outside store	\$375.00	\$500.00
66.	Sch 11 – 2(4)	Display merchandise in disorderly manner	\$375.00	\$500.00
67.	Sch 11 – 2(6)	Receive merchandise from person under age 18	\$375.00	\$500.00
68.	Sch 11 – 3(1)	Assemble, wreck or salvage between 10:00 pm and 7:00 am	\$375.00	\$500.00
69.	Sch 11 – 3(2)	Assemble, wreck or salvage on Sundays or Statutory Holiday	\$375.00	\$500.00
70.	Sch 11 – 3(3)	Transact business between 10:00 pm and 7:00 am	\$375.00	\$500.00
71.	Sch 11 – 4(1)(a)	Fail to record goods received in Register	\$375.00	\$500.00
72.	Sch 11 – 4(1)(b)	Fail to record time and dates good received in Register	\$375.00	\$500.00
73.	Sch 11 – 4(1)(c)	Fail to record full description of article(s) received in Register	\$375.00	\$500.00
74.	Sch 11 – 4(1)(d)	Fail to record manufacturer's name in Register	\$375.00	\$500.00
75.	Sch 11 – 4(1)(e)	Fail to record name, address, identification, and description of person goods received from in Register	\$375.00	\$500.00
76.	Sch 11 – 4(1)(f)	Failure to record purchase price of goods received in Register	\$375.00	\$500.00
77.	Sch 11 – 4(1)(g)	Failure to record vehicle identification used to deliver goods in Register	\$375.00	\$500.00
78.	Sch 11 – 4(1)(i)	Failure to record bicycle identification in Register	\$375.00	\$500.00
79.	Sch 11 – 4(2)	Fail to produce Register for inspection	\$375.00	\$500.00
80.	Sch 12 – 2(3)	Fail to produce books, records or documents for inspection	\$375.00	\$500.00
81.	Sch 13 – 3(5)(a)	Employ or use unlicensed driver	\$375.00	\$500.00
82.	Sch 13 – 6(1)	Transfer plate without written consent of Licence Issuer	\$375.00	\$500.00
83.	Sch 13 – 6(2)(a)	Transfer plate without completing and filing a declaration	\$375.00	\$500.00
84.	Sch 13 – 6(2)(b)	Transfer plate without providing transfer agreement	\$375.00	\$500.00

85.	Sch 13 – 6(2)(c)	Fail to return owner's licence and plate being transferred to Licensing Section	\$375.00	\$500.00
86.	Sch 13 – 10(1)(f)	Fail to display drivers photo card and tariff card	\$375.00	\$500.00
87.	Sch 13 – 10(1)(g)	Fail to take shortest route to destination	\$375.00	\$500.00
88.	Sch 13 – 10(3)(a)	Drive taxicab with more passengers than permitted	\$375.00	\$500.00
89.	Sch 13 – 10(3)(c)	Drive taxicab without valid owners plate properly affixed	\$375.00	\$500.00
90.	Sch 13 – 10(3)(f)	Smoke tobacco while carrying passenger	\$375.00	\$500.00
91.	Sch 13 – 13(13)(a)	Fail to remove roof light when using taxicab for personal use	\$375.00	\$500.00
92.	Sch 13 – 14(1)	Fail to keep trip record	\$375.00	\$500.00
93.	Sch 13 – 14(1)(a)	Fail to include Motor Vehicle Permit number on trip record	\$375.00	\$500.00
94.	Sch 13 – 14(1)(b)	Fail to include name, address and driver identification on trip record	\$375.00	\$500.00
95.	Sch 13 – 14(1)(c)	Fail to include date, time and location for each trip on trip record	\$375.00	\$500.00
96.	Sch 13 – 14(1)(d)	Fail to include fare amount for each trip on trip record	\$375.00	\$500.00
97.	Sch 13 – 14(1)(e)	Fail to include meter readings on trip record	\$375.00	\$500.00
98.	Sch 13 – 14(4)	Fail to retain all trip records for minimum 3 years	\$375.00	\$500.00
99.	Sch 13 – 15(2)	Operate or permit to be operated taxicab without valid owner's plate properly affixed	\$375.00	\$500.00
100.	Sch 13 – 15(2)	Operate or permit to be operated limousine without valid owner's plate properly affixed	\$375.00	\$500.00
101.	Sch 13 – 15(3)	Operate or permit to be operated taxicab in poor mechanical condition	\$375.00	\$500.00
102.	Sch 13 – 15(6)	Fail to affix operable roof sign in approved location	\$375.00	\$500.00
103.	Sch 13 – 15(8)	Display emblem, decal, advertisement or markings on taxicab without approval	\$375.00	\$500.00

104.	Sch 13 – 15(8)	Display emblem, decal, advertisement or markings on limousine without approval	\$375.00	\$500.00
105.	Sch 13 – 15(11)	Fail to display plate number on front fender as approved	\$375.00	\$500.00
106.	Sch 13 – 16(1)(a)	Operate or permit to be operated vehicle without spare tire and jack	\$375.00	\$500.00
107.	Sch 13 – 16(1)(d)	Operate or permit to be operated taxicab with unsealed meter	\$375.00	\$500.00
108.	Sch 13 – 16(1)(e)	Operate or permit to be operated taxicab without hubcaps or fenders	\$375.00	\$500.00
109.	Sch 13 – 16(2)(d)	Operate or permit to be operated taxicab with suspended owners plate	\$375.00	\$500.00
110.	Sch 13 – 16(5)	Fail to submit vehicle for inspection as required	\$375.00	\$500.00
111.	Sch 13 – 17(1)	Fail to have taxicab meter in proper working order	\$375.00	\$500.00
112.	Sch 13 – 17(2)(b)	Fail to ensure taxicab meter illuminated between sunset and sunrise	\$375.00	\$500.00
113.	Sch 13 – 17(2)(f)	Fail to ensure taxicab meter seal intact	\$375.00	\$500.00
114.	Sch 13 – 17(2)(g)	Fail to ensure taxicab meter in good working order	\$375.00	\$500.00
115.	Sch 13 – 17(4)(c)	Receive fare from passenger other than authorized in by-law	\$375.00	\$500.00
116.	Sch 13 – 17(4)(g)	Publish or provide for taxicab fare discounts	\$375.00	\$500.00
117.	Sch 13 – 25(1)	Fail to remove roof light, meter, identifying decals or other markings	\$375.00	\$500.00

SHORT-TERM RENTAL ACCOMMODATION BY-LAW NO. 2019-0061 (LI-3), AS AMENDED				
COLUMN 1	COLUMN 2	COLUMN 3 SHORT FORM WORDING	COLUMN 4	COLUMN 5

ITEM	DESIGNATED PROVISION - SECTION		EARLY PAYMENT PENALTY AMOUNT	SET PENALTY AMOUNT
1.	5(1)	Operate Short-term Rental Accommodation without a Licence	\$375.00	\$500.00
2.	5(3)	Fail to comply with an order issued by an Officer	\$375.00	\$500.00
3.	5(4)	Advertise an unlicensed Short-term Rental Accommodation	\$375.00	\$500.00
4.	5(5)	Violate the Renter's Code of Conduct	\$375.00	\$500.00
5.	15(1)	Obstruct Officer while performing their duties	\$375.00	\$500.00

SIGN BY-LAW NO. 2006-0062 (PUT-1), AS AMENDED

COLUMN 1 ITEM	COLUMN 2 DESIGNATED PROVISION - SECTION	COLUMN 3 SHORT FORM WORDING	COLUMN 4 EARLY PAYMENT PENALTY AMOUNT	COLUMN 5 SET PENALTY AMOUNT
1.	4.5	Display sign advertising obsolete business	\$225.00	\$300.00
2.	4.10	Display sign utilizing or obstructing parking space	\$225.00	\$300.00
3.	4.13	Display sign affixed to vehicle	\$225.00	\$300.00
4.	4.14	Display sign that interferes with pedestrian walkway	\$225.00	\$300.00
5.	4.15	Display sign in poor state of repair	\$225.00	\$300.00
6.	4.17	Display sign illuminating onto other property	\$225.00	\$300.00
7.	5.11	Fail to provide hydro authority compliance	\$225.00	\$300.00
8.	10.1	Erect a sign without a permit	\$225.00	\$300.00
9.	10.1	Permit a sign to be erected without a permit	\$225.00	\$300.00
10.	10.1	Display a sign without a permit	\$225.00	\$300.00

11.	10.1	Permit a sign to be displayed without a permit	\$225.00	\$300.00
12.	10.1	Repair a sign without a permit	\$225.00	\$300.00
13.	10.1	Permit a sign to be repaired without a permit	\$225.00	\$300.00
14.	10.1	Replace a sign without a permit	\$225.00	\$300.00
15.	10.1	Permit a sign to be replaced without a permit	\$225.00	\$300.00
16.	10.1	Alter a sign without a permit	\$225.00	\$300.00
17.	10.1	Permit a sign to be altered without a permit	\$225.00	\$300.00
18.	10.2	Erect a sign contrary to submitted plans or drawings	\$225.00	\$300.00
19.	10.2	Display a sign contrary to submitted plans or drawings	\$225.00	\$300.00
20.	10.2	Alter a sign contrary to submitted plans or drawings	\$225.00	\$300.00
21.	10.2	Repair a sign contrary to submitted plans or drawings	\$225.00	\$300.00
22.	10.3	Erect a sign after specified time period or expiry date	\$225.00	\$300.00
23.	10.3	Display a sign after specified time period or expiry date	\$225.00	\$300.00

URBAN HENS BY-LAW NO. 2022-0020 (LI-3), AS AMENDED

COLUMN 1 ITEM	COLUMN 2 DESIGNATED PROVISION - SECTION	COLUMN 3 SHORT FORM WORDING	COLUMN 4 EARLY PAYMENT PENALTY AMOUNT	COLUMN 5 SET PENALTY AMOUNT
1.	2(3)	Keep hens on a residential property without a license	\$262.50	\$350.00
2.	2(3)	Keep hens on a rural property without a license	\$262.50	\$350.00
3.	2(5)	Keep more than four (4) Hens	\$262.50	\$350.00
4.	2(5)	Keep a rooster	\$262.50	\$350.00
5.	2(5)	Allow Hen outside of Hen Coop between 9:00 p.m. and 6:00 a.m.	\$262.50	\$350.00

6.	2(5)	Permit Hen in yard other than rear yard	\$262.50	\$350.00
7.	2(5)	Allow Hens to Free Roam	\$262.50	\$350.00
8.	2(5)	Fail to provide adequate ventilation in Hen Coop	\$262.50	\$350.00
9.	2(5)	Fail to provide a weather and predator proof Hen Coop	\$262.50	\$350.00
10.	2(5)	Fail to provide appropriate environmental conditions to Hens	\$262.50	\$350.00
11.	2(5)	Fail to provide clean feeders and water containers	\$262.50	\$350.00
12.	2(5)	Fail to provide rodent proof containers for feed	\$262.50	\$350.00
13.	2(5)	Fail to provide Hen Coop with required size requirements	\$262.50	\$350.00
14.	2(5)	Sell eggs, manure, or other products	\$262.50	\$350.00
15.	2(5)	Fail to provide a clean condition to Hen Coop	\$262.50	\$350.00
16.	2(5)	Fail to remove any leftover feed or manure	\$262.50	\$350.00
17.	2(5)	Store in excess of 3 cubic feet of manure	\$262.50	\$350.00
18.	2(5)	Home slaughter of Hen	\$262.50	\$350.00
19.	2(5)	Fail to dispose of deceased Hen properly	\$262.50	\$350.00
20.	5(3)	Fail to comply with an order	\$262.50	\$350.00

ACCESSORY APARTMENT BY-LAW NO. 2013-0053, AS AMENDED

COLUMN 1 ITEM	COLUMN 2 DESIGNATED PROVISION - SECTION	COLUMN 3 SHORT FORM WORDING	COLUMN 4 EARLY PAYMENT PENALTY AMOUNT	COLUMN 5 SET PENALTY AMOUNT
1.	2	Permit occupancy in unregistered accessory apartment	\$375.00	\$500.00

2.	2	Operate an unregistered accessory apartment	\$375.00	\$500.00
3.	2	Establish an unregistered accessory apartment	\$375.00	\$500.00
4.	2	Occupy an unregistered accessory apartment	\$375.00	\$500.00
5.	12(a)	Fail to comply with an order	\$375.00	\$500.00

AGGRESSIVE/DANGEROUS DOG BY-LAW NO. 2008-0138 (REG-1), AS AMENDED				
COLUMN 1 ITEM	COLUMN 2 DESIGNATED PROVISION - SECTION	COLUMN 3 SHORT FORM WORDING	COLUMN 4 EARLY PAYMENT PENALTY AMOUNT	COLUMN 5 SET PENALTY AMOUNT
1.	3.1(a)	Fail to license aggressive dog	\$262.50	\$350.00
2.	3.1(b)	Allow aggressive dog to be at large	\$262.50	\$350.00
3.	3.1(c)(i)	Fail to muzzle aggressive dog	\$262.50	\$350.00
4.	3.1(c)(ii)	Fail to leash aggressive dog	\$262.50	\$350.00
5.	3.1(c)(ii)	Aggressive dog leash longer than 1.83 metres	\$262.50	\$350.00
6.	3.1(c)(iii)	Aggressive dog controlled by person less than 16 years old	\$262.50	\$350.00
7.	3.1(d)(i)	Aggressive dog not restrained inside dwelling	\$262.50	\$350.00
8.	3.1(d)(ii)	Aggressive dog in yard with fence less than 1.83 metres	\$262.50	\$350.00
9.	3.1(e)	Fail to microchip aggressive dog	\$262.50	\$350.00
10.	3.1(f)	Fail to provide proof of sterilization for aggressive dog	\$262.50	\$350.00
11.	3.1(g)	Fail to display beware of dog sign(s) for aggressive dog	\$262.50	\$350.00
12.	3.1(h)	Fail to comply with aggressive/dangerous dog order, as amended	\$300.00	\$400.00
13.	3.2(a)	Fail to license dangerous dog	\$300.00	\$400.00
14.	3.2(a)	Allow dangerous dog to be at large	\$300.00	\$400.00

15.	3.2(a)	Fail to muzzle dangerous dog	\$300.00	\$400.00
16.	3.2(a)	Fail to leash dangerous dog	\$300.00	\$400.00
17.	3.2(a)	Dangerous dog leash longer than 1.83 metres long	\$300.00	\$400.00
18.	3.2(a)	Dangerous dog controlled by person less than 16 years old	\$300.00	\$400.00
19.	3.2(a)	Dangerous dog not restrained inside dwelling	\$300.00	\$400.00
20.	3.2(a)	Dangerous dog in yard with fence less than 1.83 metres high	\$300.00	\$400.00
21.	3.2(a)	Fail to microchip dangerous dog	\$300.00	\$400.00
22.	3.2(a)	Fail to provide proof of sterilization of dangerous dog	\$300.00	\$400.00
23.	3.2(a)	Fail to display "Beware of Dog" sign(s) for dangerous dog	\$300.00	\$400.00
24.	3.2(b)	Fail to muzzle dangerous dog when not in dwelling	\$300.00	\$400.00
25.	3.2(c)	Fail to produce \$25,000 liability insurance for injury by dangerous dog	\$300.00	\$400.00

ANIMALS OTHER THAN DOGS AND CATS AT LARGE BY-LAW NO. 2003-0073 (REG-1), AS AMENDED				
COLUMN 1 ITEM	COLUMN 2 DESIGNATED PROVISION - SECTION	COLUMN 3 SHORT FORM WORDING	COLUMN 4 EARLY PAYMENT PENALTY AMOUNT	COLUMN 5 SET PENALTY AMOUNT
1.	2(a)	Allow animal to be at large	\$225.00	\$300.00

PROPERTY STANDARDS BY-LAW NO. 98-106 (BU-1), AS AMENDED				
	COLUMN 2	COLUMN 3		

COLUMN 1 ITEM	DESIGNATED PROVISION - SECTION	SHORT FORM WORDING	COLUMN 4 EARLY PAYMENT PENALTY AMOUNT	COLUMN 5 SET PENALTY AMOUNT
1.	4.2	Fail to comply with order	\$300.00	\$400.00

DISCHARGE OF FIREARM BY-LAW NO. 90-35 (PWE-1), AS AMENDED

COLUMN 1 ITEM	COLUMN 2 DESIGNATED PROVISION - SECTION	COLUMN 3 SHORT FORM WORDING	COLUMN 4 EARLY PAYMENT PENALTY AMOUNT	COLUMN 5 SET PENALTY AMOUNT
1.	4	Discharge firearm in contravention of by-law	\$300.00	\$400.00

ANIMAL CONTROL BY-LAW NO. 2004-0130 (LI-3), AS AMENDED

COLUMN 1 ITEM	COLUMN 2 DESIGNATED PROVISION - SECTION	COLUMN 3 SHORT FORM WORDING	COLUMN 4 EARLY PAYMENT PENALTY AMOUNT	COLUMN 5 SET PENALTY AMOUNT
1.	2	Fail to purchase dog licence	\$225.00	\$300.00
2.	11	Keep more than three dogs in a residential zone	\$225.00	\$300.00
3.	11	Keep more than three dogs in a commercial zone	\$225.00	\$300.00
4.	11	Keep more than three dogs in an industrial zone	\$225.00	\$300.00

5.	11	Keep more than three dogs in an institutional zone	\$225.00	\$300.00
6.	13	Fail to clean up and dispose of dog excrement	\$225.00	\$300.00
7.	14	Allow dog to be at large	\$225.00	\$300.00
8.	15	Allow dog to trespass on private property	\$225.00	\$300.00

ELECTION SIGN BY-LAW NO. 2018-0021 (EL-1), AS AMENDED

COLUMN 1 ITEM	COLUMN 2 DESIGNATED PROVISION - SECTION	COLUMN 3 SHORT FORM WORDING	COLUMN 4 EARLY PAYMENT PENALTY AMOUNT	COLUMN 5 SET PENALTY AMOUNT
1.	4.1	Place or permit sign to be placed contrary to by-law	\$225.00	\$300.00

EXOTIC PET BY-LAW NO. 2003-0072 (PWE-1), AS AMENDED

COLUMN 1 ITEM	COLUMN 2 DESIGNATED PROVISION - SECTION	COLUMN 3 SHORT FORM WORDING	COLUMN 4 EARLY PAYMENT PENALTY AMOUNT	COLUMN 5 SET PENALTY AMOUNT
1.	2(a)	Keep a prohibited animal	\$300.00	\$400.00
2.	2(a)	Permit a prohibited animal to be kept	\$300.00	\$400.00
3.	2(b)	Keep more than three animals	\$262.50	\$350.00
4.	2(b)	Permit more than three animals to be kept	\$262.50	\$350.00

--

FIREWORKS BY-LAW NO. 2014-0002 (LI-3), AS AMENDED

COLUMN 1 ITEM	COLUMN 2 DESIGNATED PROVISION - SECTION	COLUMN 3 SHORT FORM WORDING	COLUMN 4 EARLY PAYMENT PENALTY AMOUNT	COLUMN 5 SET PENALTY AMOUNT
1.	3(2)	Fail To comply with an order issued pursuant to by-law	\$225.00	\$300.00
2.	3(3)	Possess Fireworks without a licence	\$225.00	\$300.00
3.	3(3)	Discharge Fireworks without a licence	\$225.00	\$300.00
4.	3(3)	Sell Fireworks without a licence	\$375.00	\$500.00
5.	3(4)	Possess any Firework not included on the list of authorized explosives	\$225.00	\$300.00
6.	3(4)	Sell any Firework not included on the list of authorized explosives	\$225.00	\$300.00
7.	3(4)	Discharge any Firework not included on the list of authorized explosives	\$225.00	\$300.00
8.	3(7)	Sell Fireworks from a location other than specified on licence	\$225.00	\$300.00
9.	3(7)	Discharge Fireworks from a location other than specified on licence	\$225.00	\$300.00
10.	3(9)	Fail to comply with the conditions of licence	\$225.00	\$300.00
11.	3(12)	Offer Fireworks for sale outside of dates permitted by By-law	\$225.00	\$300.00
12.	4(2)(b)(ii)	Display for sale Fireworks in lots exceeding 25 kg	\$225.00	\$300.00
13.	4(2)(b)(iv)	Display for sale Fireworks too close to flammable substances or source of ignition	\$225.00	\$300.00
14.	4(2)(b)(v)	Display Fireworks exposed to heat	\$225.00	\$300.00
15.	4(2)(b)(v)	Display Fireworks exposed to dampness	\$225.00	\$300.00

16.	4(2)(b)(vi)	Display for sale Fireworks within 0.6m of ceiling or fire protection system	\$225.00	\$300.00
17.	4(2)(b)(viii)	Permit smoking within 8m of Fireworks displayed for sale	\$225.00	\$300.00
18.	4(2)(b)(x)	Possess consumer Fireworks in excess of 1000 kg in sales establishment	\$225.00	\$300.00
19.	4(2)(b)(x)	Possess consumer Fireworks in excess of 100 kg within a building containing a dwelling	\$225.00	\$300.00
20.	4(2)(c)(xi)	Fail to display required signage for storage area	\$225.00	\$300.00
21.	4(3)(a)(i)	Fail to display required signage for Mobile Sale Premise	\$225.00	\$300.00
22.	4(3)(a)(iv)	Permit more than 10 customers in a Mobile Sale Premise at the same time	\$225.00	\$300.00
23.	4(3)(a)(vi)	Fail to maintain a 3m “no encroachment zone”	\$225.00	\$300.00
24.	4(3)(a)(viii)	Fail to provide 2 fully operational fire extinguishers	\$225.00	\$300.00
25.	4(3)(a)(viii)	Fail to maintain 2 fully operational fire extinguishers	\$225.00	\$300.00
26.	4(4)(f)	Set off or display Fireworks without property owner’s written consent	\$225.00	\$300.00
27.	11(3)	Fail to produce original bill of sale on request	\$225.00	\$300.00
28.	11(5)	Obstruct Licensing Coordinator/Inspector in the execution of their duties	\$375.00	\$500.00
29.	3(14)	Discharge Fireworks during a declared emergency	\$375.00	\$500.00

GARBAGE BY-LAW NO. 2011-0024 (PWO-1), AS AMENDED

COLUMN 1 ITEM	COLUMN 2 DESIGNATED PROVISION - SECTION	COLUMN 3 SHORT FORM WORDING	COLUMN 4 EARLY PAYMENT	COLUMN 5
-------------------------	--	------------------------------------	-------------------------------------	-------------

			PENALTY AMOUNT	SET PENALTY AMOUNT
1.	4.2	Deposit refuse on private property without written consent	\$262.50	\$350.00
2.	4.2	Deposit refuse on municipal property without written consent	\$262.50	\$350.00
3.	4.2	Deposit refuse on local board property without written consent	\$262.50	\$350.00
4.	4.3	Place refuse to create a nuisance or hazard	\$262.50	\$350.00
5.	4.3	Permit refuse to create a nuisance or hazard	\$262.50	\$350.00
6.	4.4	Place refuse for collection on day not designated by Council	\$262.50	\$350.00
7.	4.5	Set out prohibited refuse for collection	\$262.50	\$350.00
8.	4.7	Keep a receptacle in a condition creating a nuisance	\$262.50	\$350.00
9.	6.6	Interfere with refuse without authorization	\$262.50	\$350.00
10.	6.7	Place appliance for collection without removing the door, lid or cover	\$262.50	\$350.00

KENNEL BY-LAW NO. 2015-0034 (REG-1), AS AMENDED

COLUMN 1 ITEM	COLUMN 2 DESIGNATED PROVISION - SECTION	COLUMN 3 SHORT FORM WORDING	COLUMN 4 EARLY PAYMENT PENALTY AMOUNT	COLUMN 5 SET PENALTY AMOUNT
1.	4.0(1)(1)	Operate kennel without licence	\$375.00	\$500.00
2.	4.0(1)(1)	Own kennel without licence	\$375.00	\$500.00
3.	13.0(7)(a)	Hinder or obstruct any person exercising a power or	\$375.00	\$500.00

		performing a duty under this By-law		
4.	15.0(1)	Fail to display kennel license	\$375.00	\$500.00
5.	19.0(2)	Fail to maintain kennel in a sanitary, well-ventilated condition	\$375.00	\$500.00
6.	19.0(2)	Fail to ensure kennel is free from offensive odours and vermin	\$375.00	\$500.00
7.	19.0(6)	Fail to ensure all quarters have adequate lighting	\$375.00	\$500.00
8.	19.0(7)	Fail to provide food, water, and proper care for animals	\$375.00	\$500.00
9.	19.0(9)	Fail to ensure minimum exercise provided	\$375.00	\$500.00
10.	19.0(10)	Fail to maintain kennel at a healthful temperature	\$375.00	\$500.00
11.	19.0(16)	Fail to ensure contact phone number posted outside	\$375.00	\$500.00
12.	21.0(1)	Fail to ensure animal is properly immunized	\$375.00	\$500.00
13.	22.0(1)	Fail to prevent a nuisance by undue noise	\$375.00	\$500.00

NOISE BY-LAW NO. 2003-0075 (PWE-1), AS AMENDED				
COLUMN 1 ITEM	COLUMN 2 DESIGNATED PROVISION - SECTION	COLUMN 3 SHORT FORM WORDING	COLUMN 4 EARLY PAYMENT PENALTY AMOUNT	COLUMN 5 SET PENALTY AMOUNT
1.	2(a)	Make noise likely to disturb the inhabitants	\$225.00	\$300.00
2.	2(a)	Create noise likely to disturb the inhabitants	\$225.00	\$300.00
3.	2(a)	Cause noise likely to disturb the inhabitants	\$225.00	\$300.00
4.	2(a)	Permit noise likely to disturb the inhabitants	\$225.00	\$300.00

OFF-ROAD VEHICLE BY-LAW NO. 2024-0003 (REG-1), AS AMENDED

COLUMN 1 ITEM	COLUMN 2 DESIGNATED PROVISION - SECTION	COLUMN 3 SHORT FORM WORDING	COLUMN 4 EARLY PAYMENT PENALTY AMOUNT	COLUMN 5 SET PENALTY AMOUNT
1.	2.0 (1)	Operate Off-Road Vehicle on Highway	\$375.00	\$500.00
2.	2.0 (1)	Permit Off-Road Vehicle to be operated on Highway	\$375.00	\$500.00
3.	2.0 (1)	Operate Off-Road Vehicle contrary to General Provisions contained in by-law	\$375.00	\$500.00
4.	2.0 (2)	Operate Off-Road Vehicle between 2 hours after sunset and 2 hours before sunrise	\$375.00	\$500.00
5.	2.0 (3)	Operate Off-Road Vehicle between April 15 and December 15	\$375.00	\$500.00
6.	2.0 (4)	Operate Off-Road Vehicle on Boulevard	\$375.00	\$500.00
7.	2.0 (5)	Operate Off-Road Vehicle on Sidewalk	\$375.00	\$500.00
8.	2.0 (6)	Operate Off-Road Vehicle on Highway without Liability Insurance	\$375.00	\$500.00
9.	2.0 (7)	Operate Off-Road Vehicle on Highway without Licence	\$375.00	\$500.00
10.	2.0 (8)	Operate Off-Road Vehicle contrary to O. Reg. 316/03	\$375.00	\$500.00
11.	2.0(9)	Operate Off-Road Motorcycle on Highway	\$375.00	\$500.00

PUBLIC NUISANCE BY-LAW NO. 2020-0073 (REG-1), AS AMENDED

COLUMN 1 ITEM	COLUMN 2 DESIGNATED PROVISION - SECTION	COLUMN 3 SHORT FORM WORDING	COLUMN 4 EARLY PAYMENT PENALTY AMOUNT	COLUMN 5 SET PENALTY AMOUNT
1.	2.0 (1)	Urinate, Defecate, Vomit or Spit in a Public Place	\$225.00	\$300.00
2.	2.0(2)	Deface, damage, knock over or attempt to knock over a mailbox, newspaper box, bench, fence, recycling box, green bin, or garbage container, or any other structure or object in a Public Place	\$225.00	\$300.00
3.	2.0 (3)	Loiter in a Public Place	\$225.00	\$300.00
4.	2.0 (4)	Throw, place, or deposit litter onto a Public Place	\$225.00	\$300.00
5.	2.0 (5)	Climb on, jump, dive, or leap off or from a Bridge	\$225.00	\$300.00
6.	2.0 (6)	Fish on or from a bridge	\$225.00	\$300.00
7.	2.0 (7)	Aggressively Beg	\$225.00	\$300.00
8.	2.0 (8)	Interfere with travel or other lawful use of a Highway or other Public Place	\$225.00	\$300.00
9.	2.0 (9)	Solicit person on a Highway or other Public Place for commercial purposes	\$225.00	\$300.00
10.	2.0 (10)	Hinder or obstruct, or attempt to hinder or obstruct, a Municipal Law Enforcement Officer or a Police Officer	\$375.00	\$500.00

PUBLIC PARKS BY-LAW NO. 2003-0071 (PUT-1), AS AMENDED

COLUMN 1 ITEM	COLUMN 2 DESIGNATED PROVISION - SECTION	COLUMN 3 SHORT FORM WORDING	COLUMN 4 EARLY PAYMENT PENALTY AMOUNT	COLUMN 5 SET PENALTY AMOUNT
1.	2(A)(i)	Engage in dangerous game in public park	\$225.00	\$300.00
2.	2(C)(i)	Start fire without permission in public park	\$225.00	\$300.00
3.	2(C)(i)	Maintain fire without permission in public park	\$225.00	\$300.00
4.	2(C)(iii)	Leave fire unattended in public park	\$375.00	\$500.00
5.	2(C)(iii)	Fail to extinguish fire in public park	\$225.00	\$300.00
6.	2(C)(iv)	Detonate fireworks without written permission in public park	\$225.00	\$300.00
7.	2(D)(i)	Operate motorized vehicle in public park	\$225.00	\$300.00
8.	2(E)(i)	Allow animal to run unleashed or untethered in public park	\$225.00	\$300.00
9.	2(E)(ii)	Fail to dispose of animal excrement in public park	\$225.00	\$300.00
10.	2(E)(iii)	Allow horse in public park	\$225.00	\$300.00
11.	2(E)(iv)	Allow animal on waterfront area in public park	\$225.00	\$300.00
12.	2(G)(i)	Sell or offer for sale merchandise in public park	\$225.00	\$300.00
13.	2(H)(i)	Climb structure in public park	\$225.00	\$300.00
14.	2(H)(i)	Climb tree in public park	\$225.00	\$300.00
15.	2(H)(i)	Climb building in public park	\$225.00	\$300.00
16.	2(H)(i)	Injure structure in public park	\$225.00	\$300.00
17.	2(H)(i)	Injure equipment in public park	\$225.00	\$300.00
18.	2(H)(i)	Injure tree in public park	\$225.00	\$300.00
19.	2(H)(i)	Injure plant in public park	\$225.00	\$300.00
20.	2(H)(i)	Deface structure in public park	\$225.00	\$300.00
21.	2(H)(i)	Deface building in public park	\$225.00	\$300.00
22.	2(H)(i)	Remove structure in public park	\$225.00	\$300.00

23.	2(H)(i)	Remove equipment in public park	\$225.00	\$300.00
24.	2(H)(i)	Remove tree in public park	\$225.00	\$300.00
25.	2(H)(i)	Remove plant in public park	\$225.00	\$300.00
26.	2(H)(ii)	Distribute handbills in public park	\$225.00	\$300.00
27.	2(H)(ii)	Distribute circulars in public park	\$225.00	\$300.00
28.	2(H)(ii)	Post handbills in public park	\$225.00	\$300.00
29.	2(H)(ii)	Post notices in public park	\$225.00	\$300.00
30.	2(H)(ii)	Post advertising device in public park	\$225.00	\$300.00
31.	2(H)(iii)	Disturb bird in public park	\$225.00	\$300.00
32.	2(H)(iii)	Disturb animal in public park	\$225.00	\$300.00
33.	2(H)(iii)	Remove bird's nest in public park	\$225.00	\$300.00
34.	2(H)(iii)	Remove bird's eggs in public park	\$225.00	\$300.00
35.	2(H)(iii)	Injure bird's nest in public park	\$225.00	\$300.00
36.	2(H)(iii)	Injure bird's eggs in public park	\$225.00	\$300.00
37.	2(H)(iv)	Enter place contrary to posted signs in public park	\$225.00	\$300.00
38.	2(H)(v)	Indulge in riotous behaviour in public park	\$225.00	\$300.00
39.	2(H)(v)	Indulge in boisterous behaviour in public park	\$225.00	\$300.00
40.	2(H)(v)	Indulge in abusive language in public park	\$225.00	\$300.00
41.	2(H)(v)	Indulge in profane language in public park	\$225.00	\$300.00
42.	2(H)(vi)	Loiter in public park	\$225.00	\$300.00
43.	2(H)(vi)	Spy on patron or Town employee in public park	\$225.00	\$300.00
44.	2(H)(vi)	Accost patron or Town employee in public park	\$225.00	\$300.00
45.	2(H)(vi)	Frighten patron or Town employee in public park	\$225.00	\$300.00
46.	2(H)(vi)	Annoy patron or Town employee in public park	\$225.00	\$300.00
47.	2(H)(vi)	Interfere with patron or Town employee in public park	\$225.00	\$300.00
48.	2(H)(vii)	Discard rubbish except in a receptacle in public park	\$225.00	\$300.00
49.	2(H)(viii)	Discard foreign matter into waterway in public park	\$225.00	\$300.00

50.	2(J)(i)	Remain in public park contrary to posted signs	\$225.00	\$300.00
51.	2(J)(i)	Remain in recreational center contrary to posted signs	\$225.00	\$300.00
52.	2(J)(i)	Remain in facility contrary to posted signs	\$225.00	\$300.00
53.	2(L)(i)	Contravene posted rules and regulations	\$225.00	\$300.00

SITE ALTERATION BY-LAW NO. 2022-0038 (REG-1), AS AMENDED

COLUMN 1 ITEM	COLUMN 2 DESIGNATED PROVISION - SECTION	COLUMN 3 SHORT FORM WORDING	COLUMN 4 EARLY PAYMENT PENALTY AMOUNT	COLUMN 5 SET PENALTY AMOUNT
1.	2(a)	Place or Dump Fill over 2,000 cubic metres	\$562.50	\$750.00
2.	2(a)	Place or Dump Fill without a Permit	\$562.50	\$750.00
3.	2(b)	Place or Dump Fill for aerodrome without Permit	\$562.50	\$750.00
4.	2(b)	Alter Grade for aerodrome without Permit	\$562.50	\$750.00
5.	2(c)	Dump or Place Fill on land zoned environmental protection or open space	\$562.50	\$750.00
6.	2(c)	Dump or Place Fill on land adjacent to watercourse, flood plain or wetland	\$562.50	\$750.00
7.	2(c)	Alter Grade on land zoned environmental protection or open space	\$562.50	\$750.00
8.	2(c)	Alter Grade on land adjacent to watercourse, flood plain or wetland	\$562.50	\$750.00
9.	2(e)	Fail to comply with order	\$562.50	\$750.00
10.	2(g)	Alter existing drainage pattern of adjacent lands	\$562.50	\$750.00

11.	2(g)	Cause obstruction to existing drainage flow or Swale	\$562.50	\$750.00
12	2(h)	Cause surface drainage onto adjacent lands	\$562.50	\$750.00
13.	2(i)	Injure or destroy a protected tree	\$562.50	\$750.00
14.	2(k)	Place or Dump Fill contrary to MECP standards	\$562.50	\$750.00
15.	2(k)	Permit fill to be placed contrary to MECP Standards	\$562.50	\$750.00
16	2(m)	Perform or permit Site Alteration outside of permitted times	\$562.50	\$750.00
17.	2(n)	Place or Dump liquid soil without Permit	\$562.50	\$750.00

PARKING AND TRAFFIC BY-LAW NO. 2023-0087 (TR-1), AS AMENDED

COLUMN 1 ITEM	COLUMN 2 DESIGNATED PROVISION - SECTION	COLUMN 3 SHORT FORM WORDING	COLUMN 4 EARLY PAYMENT PENALTY AMOUNT	COLUMN 5 SET PENALTY AMOUNT
1.	5.7(1)b	Fail to provide minimum number of Accessible Parking Spaces	\$262.50	\$350.00
2.	5.7(2)a	Fail to provide minimum number of Accessible Parking Spaces	\$262.50	\$350.00
3.	5.7(2)b.v	Fail to provide Accessible Parking Space of required size	\$262.50	\$350.00
4.	5.7(3)a	Fail to maintain Accessible Parking Space	\$262.50	\$350.00
5.	5.7(4)a	Fail to install Accessible Parking Space sign	\$262.50	\$350.00
6.	5.7(4)a	Fail to maintain Accessible Parking Space sign	\$262.50	\$350.00
7.	5.3(3)	Fail to erect fire route sign	\$262.50	\$350.00
8.	5.3(5)a	Fail to maintain sign marking private roadway as a fire route	\$262.50	\$350.00

9.	5.3(5)b	Fail to maintain private roadway designated as a fire route	\$262.50	\$350.00
10.	22.0(1)	Obstruct, encumber, injure or foul a highway	\$262.50	\$350.00
11.	22.0(3)	Obstruct a ditch or culvert on a highway	\$262.50	\$350.00
12.	22.0(4)	Throw, place or deposit any item on a highway	\$262.50	\$350.00
13.	22.0(4)	Permit item to be thrown, placed or deposited on a highway	\$262.50	\$350.00

READ AND ENACTED this 6th day of November, 2024.

Margaret Quirk, Mayor

Rachel Dillabough, Town Clerk

CORPORATION OF THE TOWN OF GEORGINA
IN THE
REGIONAL MUNICIPALITY OF YORK

BY-LAW NO. 2024-0072 (COU-2)

BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE
COUNCIL MEETING HELD ON THE 6th DAY OF NOVEMBER, 2024

WHEREAS pursuant to Section 5(1) of the *Municipal Act, 2001*, S.O. 2001, c. M.25 (the Act) as amended, the powers of a municipality shall be exercised by its Council;

AND WHEREAS pursuant to Section 5(3) of the Act, a municipal power, including a municipality's capacity, rights, powers and privileges under Section 9 of the Act, shall be exercised by bylaw unless the municipality is specifically authorized to do otherwise;

AND WHEREAS it is deemed expedient that the proceedings of the Council of the Corporation of the Town of Georgina at this meeting be confirmed and adopted by bylaw;

NOW THEREFORE, the Council of the Corporation of the Town of Georgina, in the Regional Municipality of York, enacts as follows:

1. The actions of the Council of the Corporation of the Town of Georgina at its meeting held on November 6, 2024, in respect of each recommendation contained in the Reports of the Departments and each motion and resolution passed and other action taken by the Council of the Corporation of the Town of Georgina at this meeting, is hereby adopted and confirmed as if all such proceedings were expressly embodied in this bylaw;
2. The Mayor and proper officials of The Corporation of the Town of Georgina are hereby authorized and directed to do all things necessary to give effect to the action of the Council of the Corporation of the Town of Georgina referred to in the preceding section hereof;
3. The Mayor or Deputy Mayor and Clerk or Deputy Clerk are hereby authorized and directed to execute all documents necessary on that behalf and to affix thereto the Seal of the Corporation of the Town of Georgina; and
4. For the purposes of the exercise of the authority of the head of Council to veto a bylaw in accordance with Section 284.11 of the Act, this Confirmatory Bylaw shall be deemed to be separate Confirmatory Bylaws for each item listed on the agenda.

READ AND ENACTED this 6th day of November, 2024.

Margaret Quirk, Mayor

Rachel Dillabough, Town Clerk