

# The Corporation of the City of Kawartha Lakes

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

### **A By-law to Authorize the Execution of an Addendum to a Lease Agreement Between the City of Kawartha Lakes and Muskoka From Above Inc. for Lot 25 at the Municipal Airport, 3187 Highway 35 N., Lindsay, in the City of Kawartha Lakes**

For the purpose of authorization to execute an addendum to a lease agreement between the Corporation of the City of Kawartha Lakes and Muskoka From Above Inc. for constructing a privately maintained and owned aircraft hangar on Lot 25 at the Municipal Airport, 3187 Highway 35 N., Lindsay, in the City of Kawartha Lakes.

#### **Recitals**

1. The City of Kawartha Lakes and Muskoka From Above Inc. have entered into a lease agreement to allow for Muskoka From Above Inc. to construct a privately owned and maintained hangar on Lot 25 at the Municipal Airport, 3187 Highway 35 N., Lindsay, in the City of Kawartha Lakes. This By-law is requesting to execute an addendum to the lease agreement dated the 1<sup>st</sup> day of October between the City of Kawartha Lakes and Muskoka From Above Inc. to clarify the arrangements.
2. Sections 5.03 (2) of By-Law 2016-009, being a by-law regarding delegated authority to execute documents, required that the proposed addendum with a term over 5 years must be approved by council.
3. The addendum has been agreed to and executed by Muskoka From Above Inc.

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

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

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

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

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

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

1.02 **Interpretation Rules:**

- (a) The Schedules attached to this by-law form part of the by-law, and are enforceable as such.

(b) The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

- 1.03 **Statutes:** References to laws in this by-law are meant to refer to the statutes, as amended from time to time, that are applicable within the Province of Ontario.
- 1.04 **Severability:** If a court or tribunal of competent jurisdiction declares any portion of this by-law to be illegal or unenforceable, that portion of this by-law shall be considered to be severed from the balance of the by-law, which shall continue to operate in full force and effect.

## **Section 2.00: Authorization**

2.01 **Authorization:** The Mayor and Clerk are hereby authorized and directed to sign the addendum to the lease between the City of Kawartha Lakes and Muskoka From Above Inc. dated the 1<sup>st</sup> day of October, 2019, appended to this By-Law as Schedule A, and affix the City of Kawartha Lakes’ corporate seal.

## **Section 3.00: Administration and Effective Date**

- 3.01 **Administration of the By-law:** The City Clerk is responsible for the administration of this by-law.
- 3.02 **Effective Date:** This By-law shall come into force on the date it is finally passed.

By-law read a first, second and third time, and finally passed, this 14<sup>th</sup> day of December, 2021.

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Andy Letham, Mayor

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Cathie Ritchie, City Clerk

## Schedule A



Schedule A -  
Addendum for Hang