

# **The Corporation of the City of Kawartha Lakes**

## **By-Law 2022-\_\_\_\_**

### **A By-Law to Repeal and Replace By-Law 2021-142, Being a By-Law to Authorize the Execution of a Lease Agreement between Horizon Aircraft, Inc. and The City of Kawartha Lakes for a Commercial Building at the Municipal Airport, 3187 Highway 35, Lindsay, in the City of Kawartha Lakes**

#### **Recitals**

1. Section 5.03 (3) of By-Law 2016-009, being a By-Law to Provide Authority for the Execution of Certain Documents and Affix the Corporate Seal on Behalf of the City of Kawartha Lakes, required that Lease Agreements with revenue or expense over \$10,000.00 per year with a lease term of five (5) years or under, must be approved by Council.
2. This by-law approves a Lease agreement for a five (5) year term, which will expire on 30<sup>th</sup> day of September, 2026.
3. By-Law 2021-142 is repealed and replaced to update Schedule A. The Repeal and Replace is reflected within the attached.

**Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2022-\_\_.**

#### **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;

**“Manager of Realty Services”** means the person who holds that position and his or her delegate(s) or, in the event of organizational changes, another person designated by Council.

##### **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: Approval Authorization**

- 2.01 **Approval:** The Agreement attached to this By-Law as Schedule A is hereby approved. Minor amendments to the agreement, as approved by the City Solicitor, may be made before execution.
- 2.02 **Authorization:** The Mayor and City Clerk are authorized to sign the agreement attached to this By-Law as Schedule A, as may be amended as set out in section 2.01 hereto, and affix the corporate seal to it.

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

- 3.01 **Administration of the By-law:** The Manager of Realty Services is responsible for the administration of this by-law.
- 3.02 **Repeal:** By-Law 2021-142 is hereby repealed.
- 3.03 **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 25<sup>th</sup> day of January, 2022.

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Andy Letham, Mayor

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Cathie Ritchie, City Clerk

Schedule A



Schedule A