

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

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

### **A By-law to Authorize the Execution of an Addendum to a Lease Agreement Between the City of Kawartha Lakes and Martyn Mini Hoe for Lot 22 at the Municipal Airport, 3187 Highway 35N., 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 Martyn Mini Hoe for constructing a privately maintained and owned aircraft hangar on Lot 22 at the Municipal Airport, 3187 Highway 35 N., Lindsay, in the City of Kawartha Lakes.

#### **Recitals**

1. The City of Kawartha Lakes and Martyn Mini Hoe have entered into a lease agreement to allow for Martyn Mini Hoe to construct a privately owned and maintained hangar on Lot 22 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 12<sup>th</sup> day of October, 2019, between the City of Kawartha Lakes and Camber Construction 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 Camber Construction Inc.

**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;

##### **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 Martyn Mini Hoe dated the 12<sup>th</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 22<sup>nd</sup> day of February, 2022.

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Andy Letham, Mayor

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Cathie Ritchie, City Clerk

## Schedule A



Schedule A - Word  
- Addendum for Har