

The Corporation of the Township of North Kawartha

By-law 2026-000

Being a by-law of the Corporation of the Township of North Kawartha to authorize the Mayor and Clerk to repeal by-law 2022-0114, and enter into an agreement between the Corporation of the Township of North Kawartha and the Apsley and District Lions Club Incorporated for the use of the North Kawartha Community Centre.

Whereas, Section 5 of the *Municipal Act, 2001*, as amended, specifies that a Municipal Council shall exercise its powers by By-Law;

And Whereas, Section 9 of the *Municipal Act, 2001* as amended, provides that a Municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Municipal Act or any Act;

And Whereas, the Council of the Corporation of the Township of North Kawartha deems it desirable to enter into an agreement between the Township and the Apsley and District Lions Club Incorporated;

Now, therefore, the Council of the Corporation of the Township of North Kawartha enacts as follows:

1. That the Mayor and the Clerk are authorized to execute the Facility Agreement between the Corporation of the Township of North Kawartha and the Apsley and District Lions Club Incorporated.
2. That the Facility Agreement attached hereto as Schedule A forms part of this by-law;
3. That by-law 2022-0114 is hereby repealed in its entirety;
4. That the Facility Agreement shall commence on January 1, 2027 and shall remain in effect until December 31, 2030, unless terminated earlier in accordance with the provisions of Schedule A
5. That this By-law shall come into force and effect on the date of execution by the Corporation of the Township of North Kawartha.

This by-law shall come into effect on the 1st day of January 2027.

Read and Adopted in open Council on the 6th day of October 2026.

Carolyn Amyotte, Mayor

Kelly Picken, Clerk

FACILITY AGREEMENT

This Agreement is made in duplicate this ____ day of _____, 2026, between:

The Apsley and District Lions Club Incorporated
(hereinafter referred to as the "Club")

-and-

The Corporation of the Township of North Kawartha
(hereinafter referred to as the "Township")

WHEREAS

The parties agree as follows:

Facility Use

The Township grants the Club the use of the North Kawartha Community Centre ("NKCC") facilities for the following purposes:

1. Regular Club Meetings

- Use of the banquet hall, kitchen, and bar on the second Thursday evening and the fourth Thursday afternoon and evening of each month for regular Club meetings.

2. Community Events and Activities

- Use of the banquet hall and kitchen every Wednesday evening for Club-sponsored community events and activities.

3. Community Christmas Party

- Use of the banquet hall and kitchen on one (1) day in November or December of each year, as mutually agreed upon by the Director of Parks and Recreation and the Club, for the purpose of hosting a Community Christmas Party.

4. Winter Carnival and Hockey Tournament

- Use of the banquet hall, kitchen, bar area, ice surface, and exterior grounds of the NKCC for one (1) weekend during the winter season, as mutually agreed upon by the Director of Parks and Recreation and the Club, to host a Winter Carnival, Hockey Tournament, or other ice-related activities.

5. Home and Cottage Show

- Use of the banquet hall, kitchen, bar area, ice surface, and exterior grounds of the NKCC for the first weekend in May to host a Home and Cottage Show.
- This use shall include one (1) week prior to the event for setup and three (3) days following the event for cleanup.
- The event date may be changed upon mutual agreement between the Director of Parks and Recreation and the Club.

6. Flea Market

- Use of the banquet hall, kitchen, bar area, ice surface, and exterior grounds of the NKCC for the third weekend in July to host a Flea Market.

- This use shall include two (2) weeks prior to the event for setup and three (3) days following the event for cleanup.
- The event date may be changed upon mutual agreement between the Director of Parks and Recreation and the Club.

7. Special Events

- Use of the banquet hall, kitchen, and bar area for a total of five (5) evenings per year, whether weekday or weekend, as mutually agreed upon by the Director of Parks and Recreation and the Club, for Club or community special events.

Storage Space

The Club shall have exclusive use of the room located closest to the banquet hall for the storage of Club property and materials.

The Club may install shelving, one (1) refrigerator, and one (1) freezer, provided that all appliances carry an ENERGY STAR® designation.

The Township shall provide four (4) keys to the Club. Additional keys may be issued upon written request and approval by the Club.

NKCC staff shall not provide access to the Lions Club storage room unless prior authorization has been granted by the Club President or a designated member of the Executive Committee.

Renegotiation

Should any two of the events identified in Sections 4, 5, or 6 be 'permanently' cancelled, and if the Township is provided with at least four (4) months' notice of such permanent cancellation, the Agreement may be renegotiated, if a mutually acceptable substitute event is not provided.

Equipment and Promotion

All events described in this Agreement shall include access to the NKCC sound system and other facility equipment reasonably required for the event.

The Township's Parks and Recreation Department shall promote and advertise all public Club events through available municipal communication channels, including bulletin boards, the driveway letterboard sign, and electronic signage.

Fees and Insurance

In consideration of the facility use provided under this Agreement:

1. The Club shall pay the Township the annual sum of **Four Thousand Five Hundred Eighty-Seven Dollars and Fifteen Cents (\$4,587.15)**, plus all applicable taxes, payable on or before January 31 of each year during the term of this Agreement.
2. Quarterly or installment payment arrangements may be made upon request through the Township Finance Department.

3. The Club shall maintain commercial general liability insurance in an amount of not less than **Five Million Dollars (\$5,000,000)** per occurrence and shall name the Township as an additional insured.
4. Proof of insurance shall be provided to the Township annually and upon request for any special event.

Term

This Agreement shall come into force on **January 1, 2027**, and shall remain in effect until **December 31, 2030**, unless terminated in accordance with the provisions of this Agreement.

Termination

Either party may terminate this Agreement, in whole or in part, by providing ninety (90) days' written notice to the other party, subject to the mutual consent of both parties.

IN WITNESS WHEREOF

The parties have executed this Agreement on the ____ day of _____, **20**.

THE CORPORATION OF THE TOWNSHIP OF NORTH KAWARTHA

Carolyn Amyotte, Mayor_____

Kelly Picken, Clerk_____

Witness Name (please print):_____

Signature of Witness:_____

THE APSLEY AND DISTRICT LIONS CLUB INCORPORATED

Blair Wilson, President:_____

Brenda Lenson, Secretary:_____

Witness Name (please print):_____

Signature of Witness:_____