

**LICENCE AGREEMENT - RADIO REPEATER SITE**

**THIS AGREEMENT** is dated for reference as of the thirtieth (30th) day of January, 2017.

**BETWEEN:**

**The Corporation of the Township of Pelee**  
(hereinafter referred to as the "Licensor")

**- AND -**

**HER MAJESTY THE QUEEN in Right of Canada**  
as represented by the Commssioner of the Royal Canadian Mounted Police  
(hereinafter referred to as the "RCMP")  
(and jointly referred to as the "Parties")

**WHEREAS** the licensor is the lawful occupier or owner of the lands legally described as Plan 35 Pt Lot 24 RP 12R8111 Part 1RP, having a municipal address of 1047 West Shore Road in the Township of Pelee in the Province of Ontario (hereinafter referred to as the "Premises") and has constructed a combined medical clinic and emergency services building (hereinafter called the "Building") owned by the Licensor;

**WHEREAS** by way of licence agreement between the Licensor and Cogeco Connexion Inc. (hereinafter referred to as "Cogeco"), Cogeco has constructed and operates a Radio Tower (the "Tower") on the Premises;

**WHEREAS** the RCMP desires to occupy, install, and operate radio communication equipment on the Tower and within the Building, for which the RCMP shall enter into a separate agreement with Cogeco for the use of the Tower (the "Tower Agreement") and for which this License shall outline the RCMP's use of the Building;

**AND WHEREAS** the Licensor is entitled to enter into this License.

**NOW THEREFORE WITNESSETH** that the parties hereto subject to and in consideration of the terms, covenants, and conditions hereinafter set forth, mutually covenant and agree with each other as follows:

**1. Grant of License**

1.1 As a condition precedent to entering into this License, the RCMP will perform tests that are reasonable to determine that the installation of antennas as provided will not result in any interference or disruption of communication services to the Licensor.

1.2 The Licensor hereby grants to the RCMP right of ingress and egress from the Premises and license to mount, maintain and operate the following equipment within the Office room of the

- 1.3 The RCMP may, during the term of the License, request approval to install additional structures on the Premises. Such approval will be requested in writing, and shall not be arbitrarily or unreasonably withheld.

## **2. Term**

- 2.1 The term of this License shall be for a period of ten (10) years commencing on the First (1<sup>st</sup>) day of August, 2017 and ending on the Thirty-first (31<sup>st</sup>) day of July, 2027 (hereinafter referred to as the "Term") unless terminated earlier under the provisions herein provided.

- 2.2 The Licensor hereby grants to the RCMP the option to renew this License for two (2) additional term(s) of five (5) years each, upon the same terms and conditions herein contained save and except the fee which shall be negotiated prior to the expiry of the Term or any subsequent renewal thereof, and as provided in paragraph 2.3 of this License with not less than six (6) months prior written notice of its intention to exercise the aforesaid option, intent of cancellation or revision and provided always that the Building licensed hereunder for use by the RCMP are, at the time of such renewal and in the Licensor's opinion, technically and/or structurally acceptable for continued use.

- 2.3 Following the term of this License, the Term and any renewals thereof, without any further formal written agreement between the parties as to a new term, shall be automatically extended, until terminated in writing, on an annual tenancy with all the same terms and conditions as contained in this License, except for the license fee, which will at that time be negotiated between the parties.

## **3. Fees**

- 3.1 The RCMP shall pay a fee to the Licensor, subject to the provisions of this License, in each and every year of the said Term, in the sum of Two Thousand Four Hundred and 00/100 Dollars (\$2,400.00), payable in equal monthly instalments of Two Hundred and 00/100 Dollars (\$200.00) each, on or about the first day of each month during the Term.

- 3.2 Further to subsection 3.1 above, the RCMP shall pay a fee to the Licensor, in the sum of Six Hundred and 00/100 Dollars (\$600.00), payable in equal monthly instalments of Fifty and 00/100 Dollars (\$50.00) each, on or about the first day of each month during the Term, for the supply and consumption of electrical power required to operate the RCMP's equipment.

## **4. RCMP Representation and Warranty**

- 4.1 RCMP represents and warrants that the terms of this License do not violate any law, Governmental regulation or agreement to which the RCMP is subject or a party and that the RCMP or its contractors shall be responsible for obtaining all necessary licenses and permits which may be required to mount and maintain the radio equipment.

## **5. Radio Interference by Others**

- 5.1 Should the Licensor subsequently permit any other party or parties to install radio equipment within the Premises, it will be the responsibility of the Licensor to ensure that such party or

affiliated and successor companies, or its directors, officers and employees, or any one or more of them in connection with:

- (a) any failure, breach, non-observance or non-performance by the RCMP or its employees of any of the covenants, agreements, obligations, representations or warranties as set forth in this License, and any other documents or instruments executed and delivered or to be executed and delivered in connection with the transactions required and contemplated by this License; and
- (b) any matter or thing arising out of the mounting or maintenance of the antennas or related equipment or out of the use of the storage shed by the RCMP or its employees, agents or contractors.

6.2 The RCMP shall be solely responsible for the security of its equipment in the Building and hereby releases the Licensor from any liability in connection therewith unless any loss or damage is due to the negligence of an employee of the Licensor or any person working under the direction or request of an employee of the Licensor.

6.3 The Licensor shall pay all taxes, rates, duties, assessments and levies whatsoever now or hereafter levied upon the site or improvements thereon, or any part thereof, or arising out of any use or occupation of the site, payable by the Licensor including, without limiting the generality of the foregoing, all works assessed upon the property benefitted thereby and all school, business, local improvement taxes, rates, assessments and levies that may be assessed from time to time.

## 7. Insurance

7.1 The Licensor shall waive any requirement for a standard insurance policy normally required by the RCMP on the site, on the express understanding that the RCMP is a self-insuring government department or agency and shall provide the indemnification in Section 6.1. Liability coverage for the RCMP is provided by the Government of Canada in accordance with the *Crown Liability and Proceedings Act*, R.S.C. 1985, c. C-50.

## 8. Maintenance, Repair, Access and Services

8.1 The Licensor shall, at its sole cost and expense, maintain the Premises and Building in good order and repair. The RCMP shall not do or permit anything to be done in or about the Premises, or bring or keep anything in or about the Premises which will increase the rate of any insurance on the Premises or which may constitute an environmental, fire or other hazard or which is contrary to any applicable law, rule, ordinance or regulation.

8.2 The Licensor or its agents shall permit the RCMP and its employees and agents 24 hour access to the Premises and Building for the purpose of accessing the RCMP's radio communications equipment.

8.3 The Licensor agrees to provide the services as described in Schedule "A" hereto attached, to the RCMP throughout the Term and any extensions thereof at no extra cost to the RCMP.

different nature beyond the RCMP's or the Licensor's control or that of any major supplier of facilities or services to the other party.

**10. Termination**

- 10.1 Either the Licensor or the RCMP may terminate this License at any time during the Term and any extension thereof and for any reason whatsoever on no less than 12 months prior written notice to the other party.
- 10.2 In the event of any judicial or governmental determination that the Tower or the antennas may not be kept or used on the Premises, this License may be forthwith terminated at the option of the Licensor.
- 10.3 In the event that the Tower Agreement between the RCMP and Coegco is terminated, the Licensor shall permit the RCMP to terminate this License effective the same date as the Tower Agreement.
- 10.4 If the RCMP, for any reason, becomes unable to observe the terms and conditions of this License, and if such inability, failure to perform, violation, breach or default shall continue for a period of sixty (60) days after written notice by the Licensor, this License shall forthwith terminate.

**11. Assignment**

- 11.1 The RCMP may not assign any of its rights under this License or grant any sub licenses or other rights of use with respect to the Building without the prior written consent of the Licensor.

**12. Miscellaneous**

- 12.1 The antennas and related equipment shall be at all times the property of the RCMP.
- 12.2 Any notice required to be given to any party shall be sufficiently given,

- (a) in the case of the Licensor, if forwarded by courier or traceable mail (return receipt requested), addressed to:

The Corporation of the Township of Pelee  
1045 West Shore Road  
Pelee Island, Ontario  
N0R 1M0

Attn: CAO/Clerk

or to such other address as the Licensor may from time to time advise by notice in writing;

- (b) in the case of the RCMP, if forwarded by courier or traceable mail (return receipt

writing;

and any such notice, if forwarded by mail, however mailed, shall be deemed to be served on the fifth (5<sup>th</sup>) business day next following the date it is so mailed.

- 12.3 This License shall be governed by and construed in accordance with the laws of the Province of Ontario.
- 12.4 In the event that any provision of this License is held to be invalid, illegal, or unenforceable in any respect, the validity, illegality, or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
- 12.5 The RCMP agrees that nothing contained in this License shall be construed as giving the RCMP any interest in any award or payment made in connection with any exercise of eminent domain or transfer in lieu thereof affecting the Premises.
- 12.6 This License shall not constitute a deed or a grant of easement and shall not be irrevocable or like an easement by virtue of any work performed under or by reason of this License.
- 12.7 Time shall be of the essence of this License.
- 12.8 This License shall enure to the benefit of and be binding upon the parties hereto and their respective administrators, successors and assigns or permitted assigns in the case of the RCMP.
- 12.9 This License forms the entire agreement between the parties and shall not be modified, amended or replaced except by a further written agreement executed by both parties.
- 12.10 This License may be executed in several counterparts, each of which, when so executed, shall constitute but one and the same document.


**IN WITNESS WHEREOF** the Parties have executed this License.

**For the Licensor:**

**For the RCMP:**

**THE CORPORATION OF THE  
TOWNSHIP OF PELEE**

**HER MAJESTY THE QUEEN IN RIGHT  
OF CANADA AS REPRESENTED BY  
THE COMMISSIONER OF THE ROYAL  
CANADIAN MOUNTED POLICE**



Title

Title

**Schedule "A"**

The Licensor agrees to provide the following services at no extra cost to the RCMP.

- (a) adequate grounding of the Building;
- (b) adequate lighting in the Building;
- (c) air temperature in the Building in the range of ten (10) degrees Celsius to twenty-five (25) degrees Celsius;
- (d) access path to the Building to be kept clear of obstructions such as fallen trees, tall weeds and grass (removal of snow is excluded) and be stable to provide passage for walking and vehicles; and
- (e) pest control in the Building.