

BY-LAW NUMBER 16-71

OF

THE CORPORATION OF THE TOWNSHIP OF CLEARVIEW

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AGREEMENTS BETWEEN THE CORPORATION OF THE TOWNSHIP OF CLEARVIEW AND THE CORPORATION OF THE COUNTY OF SIMCOE AND HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF INFRASTRUCTURE

WHEREAS Section 9 of the *Municipal Act 2001, S.O 2001, c. 25* as amended, grants municipalities the rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS the Minister of Infrastructure for the Province of Ontario signed an agreement effective November 1, 2011 for a 5 year period with two 5 year extensions for the use of a portion of the Clearview Simcoe Joint Emergency Facility;

AND WHEREAS the License Extension and Amending Agreement will amend the original agreement to permit a new 5 year lease term with two 5 year extensions;

AND WHEREAS the three parties wish to continue the current arrangements with some minor updates to the agreement;

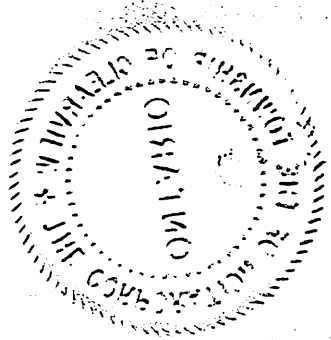
NOW THEREFORE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF CLEARVIEW HEREBY ENACTS AS FOLLOWS:

1. This By-law may be known and cited for all purposes as the "Township of Clearview OPP License Extension and Amending Agreement By-law No. 16-71."
2. That Council does hereby authorize the Mayor and the Director of Legislative Services/Clerk to execute the Agreement, attached hereto as Schedule "A".
3. That Schedule "A" is declared to form part of this By-law.
4. This By-law shall come into force and take effect upon being passed by Council.

Read a first, second and third time and finally passed this 12th day of September, 2016.


MAYOR


DIRECTOR OF LEGISLATIVE SERVICES/CLERK



LICENSE EXTENSION AND AMENDING AGREEMENT

THIS AGREEMENT made in triplicate as of November 1, 2016.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF CLEARVIEW

(Hereinafter referred to as the "Licensor")

- and -

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
AS REPRESENTED BY THE MINISTER OF INFRASTRUCTURE**

(Hereinafter referred to as the "Licensee")

- and -

THE CORPORATION OF THE COUNTY OF SIMCOE

(Hereinafter referred to as the "County")

WHEREAS:

- A. By a license agreement dated November 1, 2011, (the "Original License"), the Licensor did license unto the Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure ("MOI") and approved by the County, as the Licensor and the County are co-owners of the Lands and the Building, for a term of five (5) years commencing on November 1, 2011 and ending on October 31, 2016 (the "Term"), the premises more particularly described as eight hundred seventy-three (873) square feet on the ground floor (the "Licensed Premises"), in the building municipally known as 6993 Highway #26 (the "Building"), in the Town of Stayner, in the Province of Ontario (the "Lands"), as more particularly described in Schedule "A" attached thereto, in addition to other terms and conditions as set out therein.
- B. Pursuant to the terms of the Original License, MOI was entitled to extend the Term for two (2) additional terms of five (5) years each.
- C. By Order-in-Council No. 219/2015, approved and ordered February 18, 2015, all the powers and duties of MOI under Order-in-Council No. 1376/2011 relating to infrastructure and real property matters of the Government of Ontario were assigned and transferred to the Minister of Economic Development, Employment and Infrastructure (now known as the "Minister of Infrastructure").
- D. The Licensee has now exercised its right to extend the Term in accordance with the terms of the Original License as amended and extended, with an extension term commencing on November 1, 2016 and expiring on October 31, 2021 (the "First Extension Term"), in addition to other terms and conditions as set out herein.
- E. The Original License and this license extension and amending agreement (the "Agreement") are hereinafter collectively referred to as the "License", except as specifically set out herein.
- F. The parties have agreed to extend and amend the License on the following terms and conditions:

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the sum of Two Dollars (\$2.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. The parties hereto confirm that the foregoing recitals are true in substance and in fact.
- 2. The License is hereby extended for a further term of five (5) years commencing on November 1, 2016 and

ending on October 31, 2021 (the "First Extension Term"), at an annual license fee of Two (\$2.00) Dollars (the "License Fee"), the receipt of which is hereby acknowledged by the Licensor.

3. The Licensee shall pay to the Licensor all applicable Sales Taxes assessed on the License Fee payable by the Licensee to the Licensor under this License.

"Sales Taxes" means all business transfer, multi-usage sales, sales, goods and services, harmonized sales, use, consumption, value-added or other similar taxes imposed by the Government of Canada and/or Ontario upon the Licensor, or the Licensee, or in respect of this License, or the payments made by the Licensee hereunder or the goods and services provided by the Licensor hereunder including, without limitation, the use of the Licensed Premises and the provision of administrative services to the Licensee hereunder.

4. The extension contemplated pursuant to this Agreement is subject to all the covenants and agreements contained in the License, as amended, renewed and extended from time to time, save and except:
 - (a) The Licensee shall be entitled to extend the License for two (2) further terms of five (5) years each (each a "Further Extension Term"). Each Further Extension Term shall be upon the same terms and conditions of the License except that there shall be no further right of extension and except for the License Fee, which shall for the Further Extension Term be based upon the market license rate as determined by the parties as of the date which is not less than six (6) months prior to the commencement of the respective Further Extension Term, or failing such agreement, by arbitration in accordance with the Arbitration Act, 1991, S.O. 1991, c.17, as amended, or any successor act. The Licensee shall give written notice to the Licensor of its extension of this License not less than six (6) months prior to the end of the First Extension Term or the respective Further Extension Term, as the case may be.
 - (b) Section 7.13 of the Original License is hereby amended to provide the following addresses for notice to the Licensor:

Ontario Infrastructure and Lands Corporation
One Stone Road West, 4th Floor
Guelph, Ontario N1G 4Y2
Attention: Vice President, Asset Management
Fax: (519) 826-3330

With a copy to:

Ontario Infrastructure and Lands Corporation
777 Bay Street, Suite 900
Toronto, Ontario M5G 2C8
Attention: Director, Legal Services (Real Estate and Leasing)
Fax: 416-326-2854

And an additional copy to:

CBRE Limited
Global Workplace Solutions
18 King Street East, Suite 1100
Toronto, Ontario M5C 1C4
Attention: Director, Lease Administration – OILC
Fax: (416) 775-3989

Notices shall be delivered personally or by facsimile or mailed by either registered or signature mail and postage prepaid enclosed in a sealed envelope. The time of giving of notice by either registered or signature mail shall be conclusively deemed to be the fifth Business Day after the day of such mailing. Such notice, if personally delivered or if delivered by facsimile, shall be conclusively deemed to have been given and received at the time of such delivery. The parties hereto acknowledge and agree that notwithstanding anything to the contrary in the Electronic Commerce Act, 2000, S.O. 2000, c.17, as amended from time to time, any notice, statement, demand, request or other instrument which may be or is required to be given under this License or at law may not be validly delivered by way of electronic communication, save as specifically provided in this Section.

Either party may at any time by giving notice to the other party (in the manner provided above) change its address for notice purposes, and thereafter the address most recently provided shall be deemed to be the address so changed. "Business Day" means any day which is normally considered a regular day of business for most government offices for the Province of Ontario.

- (c) The Licensor agrees that upon the request of the Licensee, the Licensor and the County, and any Person hired by the Licensor or the County: (i) to do work on the Building; or (ii) who requires access to the Licensed Premises to do any work, whether to the Licensed Premises or otherwise, shall undergo security screening checks in compliance with Ontario Government policies. The Licensor and the County further agree that any Person hired by the Licensor or the County to supply janitorial services to the Building shall be reputable and all of its employees shall be bonded. Should the Licensor require access to the Licensed Premises in an emergency situation, the Licensor must provide the Licensee with written notice to the following addresses advising the Licensee of the Licensor's access to the Licensed Premises without security screening checks and detailing the nature of the emergency situation necessitating entry in this matter within forty-eight (48) hours of entry.
- (d) All sections, clauses or provisions of the License which obligate the Licensee to pay interest to the Licensor or the County for any reason whatsoever are hereby amended to delete the obligation of the Licensee to pay interest to the Licensor, in order to conform with the Licensee's obligation to comply with the Financial Administration Act, R.S.O. 1990, c.F.12, as amended.
5. The Licensor, County and the Licensee hereby mutually covenant and agree that during the First Extension Term they shall each perform and observe all of the covenants, provisos and obligations on their respective parts to be performed pursuant to the terms of the License.
 6. Except as otherwise specifically provided in this Agreement, all words and expressions used in the Original License shall apply to and be read as applicable to the provisions of this Agreement.
 7. The provisions of this Agreement shall be interpreted and governed by the laws of the Province of Ontario.
 8. The Licensor and the County acknowledge and agree that the commercial and financial information in this Agreement is subject to the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. F.31, as amended.
 9. This Agreement shall be binding upon and enure to the benefit of the administrators, successors and/or assigns of the respective parties hereto.

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10. This Agreement shall not be binding upon the Licensee until it has been executed by or on behalf of the Licensee.

EXECUTED by each of the parties hereto under seal on the dates written below.

SIGNED, SEALED AND DELIVERED:

DATED the ____ day of _____, 2016.

THE CORPORATION OF THE TOWNSHIP OF CLEARVIEW

Per: _____
Name:
Title:

Per: _____
Name:
Title:

Authorized Signing Officer(s)

DATED the ____ day of _____, 2016.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS
REPRESENTED BY THE MINISTER OF INFRASTRUCTURE, AS
REPRESENTED BY ONTARIO INFRASTRUCTURE AND LANDS
CORPORATION**

Per: _____
Name:
Title:

Authorized Signing Officer

DATED the ____ day of _____, 2016.

THE CORPORATION OF THE COUNTY OF SIMCOE

Per: _____
Name:
Title:

Per: _____
Name:
Title:

Authorized Signing Officer(s)