

LICENCE AGREEMENT

THIS AGREEMENT is made

Between: The Corporation of the City of Kawartha Lakes (Licensor)

and

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as
represented by the Minister of the Environment who is
responsible for Environment Canada (Licensee)**

WHEREAS:

1. The Licensor is the registered owner of lands known as Part of the Shore Road Allowance, Adjacent to Lot 13, Concession 2, Geographic Township of Dalton, in the City of Kawartha Lakes (the "Lands") as shown in Schedule "A" attached;
2. The Licensee desires to continue to use the Lands for the placement and operation of a water monitoring station as shown in Schedule "B" attached;
3. The Licensee intends to operate a water quantity survey station at this same location to meet the requirements formally recognized in the 1975 Federal-Provincial Water Quantity Cost Share Agreements;
4. The Licensor will directly and indirectly benefit from the operation of this site, as the current and historical data is used by the Province of Ontario for issuing drought and flood warnings, and is used for diverse applications by engineers, agricultural specialists and others.

IN CONSIDERATION of the Licence Fee and other good and valuable consideration herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Licensor hereby grants to the Licensee and all other persons acting for and on behalf of the Licensee, a non-exclusive licence to use the Lands for the purposes set forth, for the period of **Ten (10) years** commencing the **1st day of October 2017** and terminating on **30th day of September 2027**;
2. Following final execution of the herein Agreement and the successful enrollment or renewal of the Licensor in the Licensee's direct deposit payment system, the Licensee shall pay an annual Licence Fee to the Licensor upon receipt of the Licensor's invoice directed to:

Environment Canada
Water Survey Division, Canada Centre for Inland Waters
867 Lakeshore Road, PO Box 5050
Burlington, ON L7R 4A6

3. The Licensee shall pay to the Licensor a Licence Fee of One Thousand, Two Hundred and Fifty (\$1,250.00) for the entire Term of this Agreement.
4. The Licensee accepts the Lands in their condition as of the date of this Agreement and shall not call upon the Licensor to do or pay for any work or supply any equipment to make the Lands more suitable for the proposed use by the Licensee.

The Licensee covenants and agrees as follows:

1. To use the Lands only for the purpose of a water monitoring station; and
 - 1(a). While the installation is installed and transmitting, to post the preliminary data obtained from this site (Head River near Sebright - HMS No. 02EC022) on the website *Real-time Hydrometric Data* which is accessible to the general public at http://www.wateroffice.ec.gc.ca/index_e.html;
2. To maintain the appearance of the Lands (and any equipment on the Lands) in a neat, clean and well-kept manner appropriate to the condition of land in the area;
3. To ensure that no rubbish, loose or objectionable material accumulates in or about the Lands;
4. To make no alteration to the Lands without the Licensor's written permission, including the removal of trees or grade changes, and not to erect any building or structures on the Lands, with the exception of the water monitoring station described herein in Schedule "B" attached hereto;
5. Not to assign this licence without written consent from the Licensor, which consent may not be unreasonable withheld;
6. To comply with all applicable federal, provincial and municipal laws, rules, regulations and by-laws;
7. The Licensee agrees to indemnify and hold the Licensor harmless from and against all liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any acts or omissions either in negligence whether wilful or otherwise by the Licensee, or other persons for whom the Licensee is responsible;

Notwithstanding the foregoing, any liability of the Licensee arising from this agreement shall be subject to the Crown Liability and Proceedings Act, R.S.C. 1985, c. C-50 (as amended) and the Financial Administration Act, R.S.C. c. F-11 (as amended);

8. If the Licensee defaults in performing any of its obligations under this Agreement, the Licensor shall give written notice to the Licensee of such default giving the Licensee ninety (90) days to remedy the default, failing which the Licensor may terminate the license granted under this Agreement. Any waiver by the Licensor of any breach by the Licensee of any provisions of this Agreement shall be without prejudice to the exercise by the Licensor all or in part of its rights or remedies in respect of any continuance or repetition of such breach;
9. The Licensor or the Licensee may terminate this Agreement on twelve (12) months written notice for any reason;
10. Any notice required to be given to the Licensor or the Licensee under this Agreement shall be sufficiently given if delivered or mailed postage prepaid to the addresses below. Such notice shall be deemed to have been received on the date of its delivery or in the case of mailing, three (3) business days after it was delivered to the post office;

Licensor's Address:

**The City of Kawartha Lakes
26 Francis Street
P.O. Box 9000
Lindsay, Ontario
K9V 5R8**

Licensee's Address:

**Environment Canada
Water Survey Division
Canada Centre for Inland Waters
867 Lakeshore Road, P.O. Box 5050
Burlington, ON L7R 4A6**

and to:

**Environment Canada
Realty & Business Integrity Services
351 Blvd. St-Joseph, 20th Fir - Annex
Gatineau, QC K1A 0H3
[Ec.servicesdesbiensimmobiliers-
realestateservices.ec@canada.ca](mailto:Ec.servicesdesbiensimmobiliers-realestateservices.ec@canada.ca);**

11. This Agreement shall operate to the benefit of, and be binding upon the parties and their respective successors and (where permitted) assigns;
12. This Agreement may be executed in any number of counterparts, each of which shall together constitute one and the same instrument, binding on the Parties and deemed to be an original, notwithstanding that all of the Parties are not signatories to the same counterpart. Upon a counterpart being executed by each party and delivered to the other party, there shall be a valid and binding Agreement to the Parties.

13. The Parties hereto have executed this Agreement by the hands of their duly authorized representatives as follows:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the MINISTER OF THE ENVIRONMENT who is responsible for Environment Canada

Per: 
Name: **Mélanie Pérès,**

Title: Director Real Property Management

Signed this day of March, 2019

IN WITNESS WHEREOF the Corporation of the City of Kawartha Lakes has hereunto caused to be affixed its Corporate Seal attested by the hands of its proper signing officers pursuant to the authority contained in Resolution _____ - _____ of the Committee of the Whole passed on the day of , 2019.

The Corporation of the City of Kawartha Lakes

Per: _____
, Mayor

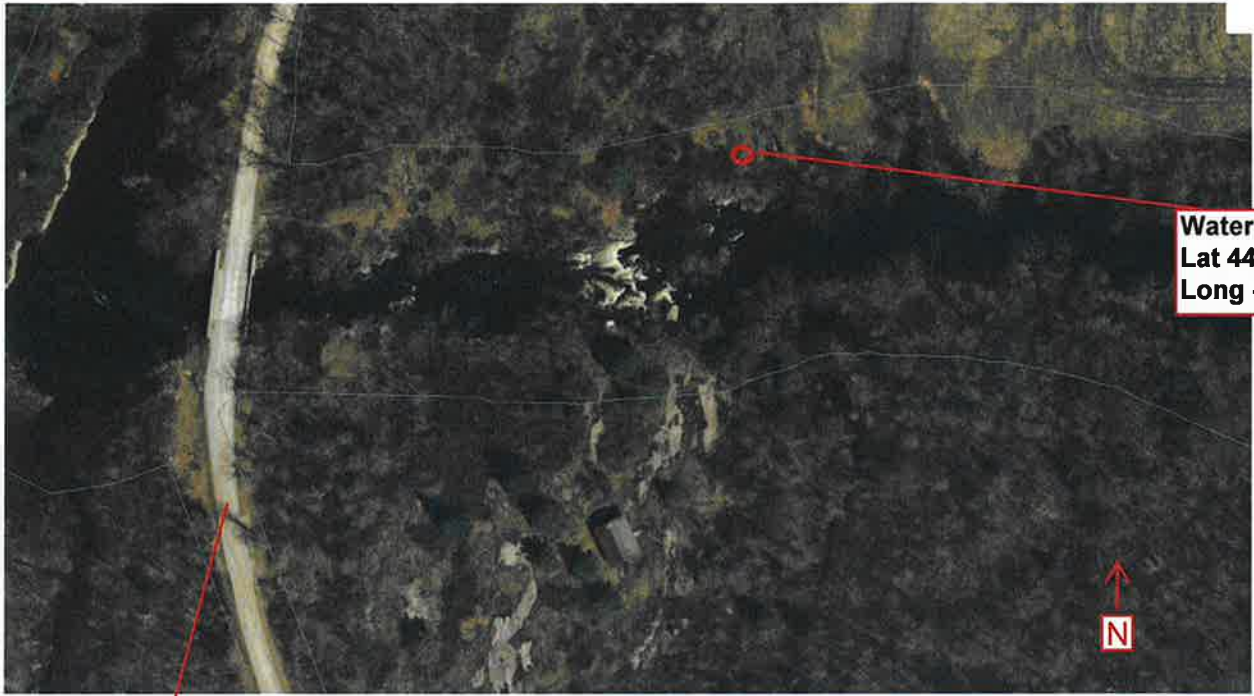
Signed this day of , 2019

We jointly represent and warrant that by our joint signatures, we are duly authorized to bind the Corporation of the City of Kawartha Lakes.

Per: _____
, Clerk

Signed this day of , 2019

SCHEDULE "A"
Hydrometric Gauge 02EC022 - Head R. near Sebright, ON



Water Gauge Site
Lat 44.72566
Long -79.07046

MacKenzie Rd. off of Hwy 45 (Monck Rd.)

SCHEDULE "B"

Hydrometric Gauge 02EC022 - Head R. near Sebright, ON

Description of Installation

A small aluminum cabinet mounted on an aluminum mast. There is a GOES satellite transmission antenna and a solar panel also attached to the mast. Housed inside the cabinet is a pressure transducer, data logger, and battery. There is also a small diameter line that extends from the shelter to the bed of the adjacent river.

