

LICENSE AGREEMENT

Effective the 1st day of April, 2024.

BETWEEN:

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

(hereinafter called the "City")

- and -

MILLER WASTE SYSTEMS INC.

(hereinafter called the "Licensee")

WHEREAS:

- a) The City is the owner of the Lindsay Ops Transfer Station located at 51 Wilson Road, Former Ops Township, City of Kawartha Lakes (the "Station");
- b) The Licensee desires to use the Station for the purpose of recyclables processing, and the City is willing to grant such use to Licensee under the terms and conditions set forth herein;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Grant of License

The City hereby grants to the Licensee a non-exclusive, non-transferable license to use the Lindsay Ops Transfer Station for the purpose of processing recyclables and consolidation of recyclables, including the consolidation of recyclables, subject to the terms and conditions of this Agreement.

2. License Term

This License will commence on the 1st day of April, 2024 and terminate on the 1st day of January, 2026, unless terminated earlier as provided herein.

3. License Fee

3.1. The Licensee shall pay the City a license fee of Forty-Nine Dollars (\$49) per tonne of recyclables processed by Licensee at the Station. This fee shall cover operational costs to the City for the consolidation of recyclables, including labour, equipment, fuel, hydro, and maintenance.

3.2. Using the scale provided at the Station, the Licensee shall weigh the recyclables it transports to the Station for processing and report to the City monthly the amount of the recyclables transferred.

3.3. The Licensee shall submit the report to the City within five days of the last date of the month.

3.4 If this report falls due on a weekend, it shall be submitted to the City by the first business day following the fifth day of the month.

4. Licensee's Covenants

The Licensee shall not do or permit to be done on the Lands anything that may:

- a) constitute a nuisance;
- b) cause damage to the Lands;
- c) cause injury or annoyance to occupants or owners of neighbouring properties.
- d) make void or voidable any insurance upon the Lands;
- e) constitute a breach of any by-law, statute, order or regulation of any municipal, provincial, federal or other competent authority relating to the Lands;
- f) cause any lien, mortgage, or other encumbrance to be incurred or registered against the Lands;

5. Repairs and Maintenance

5.1. The Licensee acknowledges that the City shall not be responsible for nor shall it assume any liability or responsibility for any capital expenditures, repairs or alterations of any nature whatsoever related to the Licensee's use of the Lands and in default of this covenant, the City shall have the right to terminate this License.

5.2. The Licensee shall not obstruct persons authorized by the City to enter the Lands to examine the condition thereof and view the state of repair at all reasonable times:

- a) and if upon such examination repairs are found to be necessary, written notice of the repairs required shall be given to the Licensee by or on behalf of the City and the Licensee shall make the necessary repairs within the time specified in the notice;
- b) and if the Licensee refuses or neglects to keep the Lands in good repair the City may, but shall not be obliged to, make any necessary repairs, and shall be permitted to enter the Lands, by itself or its servants or agents, for the purpose of effecting the repairs without being liable to the Licensee for any loss, damage or inconvenience to the Licensee in connection with the City's entry and repairs, and if the City makes repairs the Licensee shall pay the cost of them immediately.

5.3. The Licensee shall immediately give written notice to the City of any damage that occurs to the Lands from any cause.

6. Environmental

6.1. The Licensee shall be, at its own expense, responsible for any loss, costs, damages, charges or expenses whatsoever which may be sustained by the City as a result of any environmental contamination, spill or hazard as may be created by the Licensee during its use of the Lands.

6.2. Any environmental damage occurring as a result of the Licensee's use of the Lands shall be remedied upon the expiration of the License at the sole cost of the Licensee.

7. Indemnity

7.1. The Licensee shall at all times indemnify and save harmless the City, its employees, agents and members of council from and against any and all manner of claims, demands, losses, costs, charges, actions and other

proceedings whatsoever made or brought against, suffered by, or imposed on the City in respect of any loss, damage or injury to any person or property directly or indirectly arising out of, resulting from, or sustained, arising out of or occasioned by the maintenance, use or occupancy of the Lands or as a result of this License or any operation connected therewith except for the negligence or willful misconduct of the City.

- 7.2. The Licensee further covenants to indemnify and save harmless the City with respect to any encumbrance on or damage to the Lands or the Corporation of the City of Kawartha Lakes occasioned by or arising from the act, omission, default, or negligence of the Licensee, its officers, agents, servants, employees, contractors, customers and/or invitees.
- 7.3. The foregoing indemnities shall survive the termination of this License notwithstanding any provisions of this License to the contrary.

8. Insurance

- 8.1. The Licensee shall maintain Commercial General Liability (CGL) insurance with a minimum limit of Five Million Dollars (\$5,000,000) per occurrence for bodily injury, personal injury, and property damage liability. This insurance shall protect against all claims for bodily injury, death, property damage, and personal injury arising out of the Licensee's operations under this License. The policy shall include contractual liability coverage for the indemnity provided under this License.
- 8.2. The Licensee shall ensure that it is in compliance with all requirements of the Workplace Safety and Insurance Act, 1997, and shall have proof of WSIB coverage for all employees involved in the execution of the work under this License.

9. Acts of Default and City's Remedies

- 9.1. An "Act of Default" has occurred when:
 - a) The Licensee has breached its covenants or failed to perform any of its obligations under this License; and
 - i. the City has given fifteen (15) days notice, or such longer period as the City may determine in its sole discretion, specifying the nature of the default and the steps required to correct it; and,
 - ii. The Licensee has failed to correct the default as required by the notice;
 - b) The Licensee has;
 - i. become bankrupt or insolvent or made an assignment for the benefit of creditors;
 - ii. had its property seized or attached in satisfaction of a judgment;
 - iii. had a receiver appointed;
 - iv. committed any act or neglected to do anything with the result that a Construction Lien or other encumbrance is registered against the City's property;
 - v. without the consent of the City, made or entered into a license to make a sale of its assets to which the Bulk Sales Act applies;
 - vi. taken action if the Licensee is a corporation, with a view to winding up, dissolution or liquidation;
 - c) any insurance policy is cancelled or not renewed by reason of the use or occupation of the Lands, or by reason of non-payment of premiums.

- 9.2. When an Act of Default on the part of the Licensee has occurred the City shall have the right to terminate this License.
- 9.3. If, because an Act of Default has occurred, the City exercises its right to terminate this License prior to the end of the Term, the Licensee shall nevertheless be liable for payment of the License Fee and all additional fees and all other amounts payable by the Licensee in accordance with the provisions of this License.
- 9.4. If, when an Act of Default has occurred, the City chooses not to terminate the License, the City shall have the right to take any and all necessary steps to rectify any or all Acts of Default of the Licensee and to charge the costs of such to the Licensee.
- 9.5. If, when an Act of Default has occurred, the City chooses to waive its right to exercise the remedies available to it under this License or at law, the waiver shall not constitute condonation of the Act of Default, nor shall the waiver be pleaded as an estoppel against the City to prevent its exercising its remedies with respect to a subsequent Act of Default. No covenant, term, or condition of the License shall be deemed to have been waived by the City unless the waiver is in writing and signed by the City.

10. Termination Upon Notice and at End of Term

- 10.1. Either party shall have the right to terminate this License by giving sixty (60) days prior written notice to the other party, in which case the License shall be cancelled without further recourse by either party against the other.

11. Notice

- 11.1. Any notice required of permitted to be given by one party to the other pursuant to the terms of this License shall be given:

To the City at:

The Corporation of the City of Kawartha Lakes
26 Francis Street, P.O. Box 9000
Lindsay, Ontario K9V 5R8
Attention: Clerk
Fax: 705-324-8110
E-mail: clerks@kawarthalakes.ca

To the Licensee at:

Brad Harper
Miller Waste Systems Inc.
8050 Woodbine Avenue
Markham, Ontario L3R 2N8
Phone: 905-415-7320
E-mail: Brad.Harper@millerwaste.ca

- 11.2. The above addresses may be changed at any time by giving ten (10) days written notice to the other party to this License.
- 11.3. Any notice given by one party to the other in accordance with the provisions of this License shall be deemed conclusively to have been received on the date delivered if the notice is served personally or sent by facsimile transmission or seventy-two (72) hours after mailing if the notice is mailed.

12. Registration

The Licensee hereby acknowledges and agrees that this License does not create or confer on the Licensee any interest in the Lands, that this License is personal to the Licensee and that this License merely confers on the Licensee the non-exclusive right to enter onto and occupy the Lands for the Term for the purpose of the use and enjoyment of the Encroachment. Accordingly, the Licensee agrees that it shall not at

any time register notice of or a copy of this License on title to the Lands or the property of which the Lands forms part.

13. Assignment and Transfer

- 13.1. The Licensee shall not assign or transfer all or any part of its interest in this License without the prior written consent of the City, which consent may be unreasonably withheld.
- 13.2. The consent of the City to any assignment or transfer of interest in this License shall not operate as a waiver of the necessity for consent to any subsequent assignment or transfer.
- 13.3. Any consent granted by the City shall be conditional upon the assignee or transferee executing a written License directly with the City agreeing to be bound by all the terms of this License as if the assignee or transferee had originally executed this License as Licensee.
- 13.4. Any consent given by the City to any assignment or other disposition of the Licensee's interest in this License shall not relieve the Licensee from its obligations under the License.
- 13.5. If the party originally entering into this License as Licensee, or any party who subsequently becomes the Licensee by way of assignment or transfer or otherwise as provided for in this License, is a corporation then;
 - a) the Licensee shall not be entitled to deal with its assets in any way that results in a change in the effective voting control of the Licensee unless the City first consents in writing to the proposed change, and;
 - b) if any change is made in the control of the Licensee corporation without the written consent of the City then the City shall be entitled to treat this License as terminated.

14. Amendment

No alteration, amendment, change or addition to this License shall be binding on the City and/or the Licensee unless such alteration, amendment, change or addition is reduced to writing and signed by both the City and the Licensee.

15. Force Majeure

Except for any obligation to pay money, neither party will be liable for any failure or delay in its performance under this License due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labour shortage or dispute, governmental act or failure of the Internet, provided that the delayed party:

- a) gives the other party prompt notice of such cause; and
- b) uses its reasonable commercial efforts to correct promptly such failure or delay in performance.

16. Compliance With Laws

The Licensee agrees to comply with all lawfully enacted statutes, regulations and by-laws of the Province of Ontario, the Government of Canada, and the City, as such may from time to time apply to the Licensee or its occupation of the Lands.

17. Successors

The rights and obligations under this License extend to and bind the parties and their respective successors and permitted assigns.

18. Electronic Signatures

This Agreement may be executed and delivered by facsimile or other electronic means, which electronic copies shall be deemed to be original.

DATED at Lindsay, this _____ day of _____, 2024

**THE CORPORATION OF THE CITY OF
KAWARTHA LAKES**

PER: _____
Name: Doug Elmslie
Title: Mayor

PER: _____
Name: Cathie Ritchie
Title: Clerk

We have the authority to bind the Corporation

I/We hereby accept the above License on the terms and conditions contained therein

DATED at Markham, Ontario, this 22nd day of April, 2024

MILLER WASTE SYSTEMS INC.

PER: _____
Name: Joe Johnson
Title: President

I have authority to bind the Corporation)