

**CORPORATION OF THE TOWNSHIP  
OF SOUTH ALGONQUIN  
BY-LAW NO: 2022-720**

**Being a by-law to authorize the Mayor and CAO/Clerk-Treasurer  
to sign the Boathouse Licence Agreement between the  
Township of South Algonquin  
and  
Patricia and Michael Radonicich**

**WHEREAS the Township of South Algonquin, deems expedient to enter into a licence agreement  
with, Patricia and Michael Radonicich for a boat house on Aylen River.**

**NOW THEREFORE the Municipal Council of The Corporation of the Township of South Algonquin  
enacts as follows:**

1. **THAT** the Mayor and CAO is hereby authorized to execute the Agreement in the form attached to this By-Law and affix the Corporate Seal on behalf of the municipality.
2. **THAT** this By-Law will come into force and take effect on the date of the final passing thereof.

**READ A FIRST AND SECOND TIME THIS 7TH DAY OF SEPTEMBER, 2022.**

\_\_\_\_\_  
**Mayor – Jane A. E. Dumas**

\_\_\_\_\_  
**CAO/Clerk Treasurer-Bryan Martin**

**READ A THIRD TIME AND PASSED THIS 7TH DAY OF SEPTEMBER, 2022.**

\_\_\_\_\_  
**Mayor – Jane A. E. Dumas**

\_\_\_\_\_  
**CAO/Clerk Treasurer-Bryan Martin**

THIS LICENCE AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_,  
2022 (the "Agreement")

BETWEEN:

PATRICIA AND MICHAEL RADONICICH  
(hereinafter called the "Licensee")

OF THE FIRST PART

-and-

THE CORPORATION OF THE TOWNSHIP OF SOUTH ALGONQUIN  
Province of Ontario

(hereinafter called the "Licensor")

OF THE SECOND PART

Collectively referred to as the "Parties"

In consideration of the fees, covenants, provisos and conditions hereinafter contained, the Licensor hereby licenses to the Licensee all and singular the boathouse located on the shore of the Ayleen River and as further described on Schedule "A" to this Licence Agreement (hereafter referred to as the "Premises").

1. The Licensor hereby licences the Premises to the Licensee for a term of] four (4) Years, commencing on August 1, 2022 [ and ending on July 31, 2026].
2. The Licensee acknowledges that it is accepting the Premises "as is, where is". For greater certainty, and without limiting the generality of the foregoing, the Licensee expressly acknowledges that the Licensor shall have no obligation to maintain the shoreline area of the Premises, shoreline area surrounding the Premises, the access to the Premises or the Premises themselves. Further, the Licensor shall have no obligation to guarantee access routes to the Premises or to ensure the Premises are accessible by the Licensee. In the event the Premises are accessed by lands owned by the Licensor, the Licensor shall have no obligation to maintain any such lands or to ensure accessibility to the Premises by the Licensee.
3. The Licensee covenants to pay to the Licensor, during the Term of this Agreement a licence fee (the "Fee") as follows:
  - (a) The sum of two hundred and fifty dollars (\$250.00) per annum plus a fifty-dollar (\$50.00) inspection fee in year one, payable annually within thirty (30) days of issuance of invoice by the Licensor. The Licensor shall issue an invoice annually during the month of January. The Fee for any given calendar year shall be prorated if the Term or any extension or renewal thereof does not commence on August 1 or expire on July 31. In the event the Term commences mid-year, payment for the prorated portion of the first calendar year of the Term shall be included in the invoice to be issued the following August;
  - (b) Commencing on August 1 , 2022, and every year thereafter, the Fee shall be adjusted by multiplying the Fee from the previous year by a factor, the numerator of which shall be the Consumer Price Index by a national index measuring general changes in consumer prices ("CPI"), as published by Statistics Canada pursuant to the Statistics Act as at August 1 of the year prior to which the adjustment is to occur, and the denominator of which shall be the CPI as at August 1 of the preceding year. If the CPI ceases to be published, there shall be substituted its

successor or any other index mutually acceptable to the parties. In the event of a dispute as to the applicable CPI or the calculation of the total increase applicable, the matter shall be referred to a chartered accountant acceptable to the Parties whose determination shall be final and binding; and

(c) The Licensee will pay the Fee to the Licensor at its municipal offices located at 7 Third Avenue, PO Box 217, Whitney, Ontario, K0J 2M0, without any abatement or deduction whatever.

4. The Licensee will pay or cause to be paid all rates, taxes and assessments, of whatsoever description, that may at any time during the Term be imposed, or become due and payable upon, or in respect of the said Premises. Without limiting the generality of the foregoing, the parties acknowledge that the Fee does not include any utilities, fees or charges of any kind incurred by the Licensee, all of which are the sole responsibility of the Licensee.
5. In the case of default in paying the Fee, or any part thereof, the Licensee agrees that interest shall be calculated on all unpaid amounts at fifteen percent (15%) per annum and all interest shall be collected as an additional Fee. The Licensee agrees that all payments received by the Licensor shall be apportioned first on account of any interest outstanding and then on account of the principal Fee or other payment. The Parties agree that accepting interest is not a waiver by the Licensor of any remedies available to it at law or under this Agreement.
6. The Licensee shall in all respects abide by and comply with all rules, regulations and by-laws of the municipality and other governing bodies, in any manner affecting the said Premises.
7. The Licensor, its servants or agents shall, at all times and for the purpose of inspecting the said Premises, have full and free access to any and every part of the said Premises, upon giving twenty-four (24) hours advance notice in writing to the Licensee and without notice in case of an emergency.
8. The Licensee shall not make any assignment of this Agreement or its interest, in whole or in part, nor make any transfer of any of the Premises, rights or privileges conferred in this Agreement, without obtaining the prior consent in writing of the Licensor, which consent may not be unreasonably withheld.
9. Upon expiry or earlier termination of the Term, the Licensee shall, forthwith, remove all chattels, fixtures, improvements and structures of any kind or nature belonging to the Licensee and located on the Premises at the sole cost and expense of the Licensee.
10. The Licensee shall not, during the currency of this Agreement, do, suffer or permit to be done any act or thing which may impair, damage or injure the said Premises beyond the damage occasioned by reasonable use, and shall, at the Licensee's own cost and expense maintain and repair all portions of the said Premises including any structures, fixtures or improvements thereon which may at any time become damaged. Any and all alterations or additions to the Premises made by the Licensee must comply with all applicable Building Code standards and by-laws of the municipality in which the Premises are located. For greater certainty, the Licensee has, prior to the date hereof, satisfied itself that the Premises may be used by the Licensee in accordance with any and all by-laws, statutes, orders or regulations of any municipal, provincial or other competent authority, and has obtained all necessary consents or approvals required to use the Premises as intended and in accordance with the terms of this Agreement and applicable law.
11. That the Licensee shall, at its own cost and expense, at all times during the Term of this Agreement, keep the said Premises in a neat and tidy condition.

Without limiting the generality of the foregoing, the Licensee agrees to keep all buildings and structures neat, presentable, in a state of good repair and maintenance including but not limited to paint and rust maintenance, and compliant with all applicable Building Code standards and by-laws of the municipality in which the Premises are located and shall remove or cause to be removed all papers, refuse, litter, waste and/or rubbish arising out of the use of the Premises by the Licensee under this Agreement, all to the satisfaction of the Licensor. For greater certainty, the Licensor shall have no responsibility or obligation to maintain the Premises.

12. Any improvements made to the said Premises or any buildings or structures thereon by the Licensee at any time during the term of this Agreement shall be at the sole risk, cost and expense of the Licensee.
13. The Licensee shall not improve, modify, alter, reconstruct, renovate, construct or erect any buildings or other structures on the said Premises without obtaining the approval of the Licensor in advance. Without limiting the generality of the foregoing, the Licensee agrees to prepare or have prepared plans showing the design and nature of any proposed improvement, modification, alteration, reconstruction, renovation, construction or erection of such buildings or structures and their proposed locations and to obtain in advance of requesting any permit or approval required for construction the Licensor's consent in writing to the proposed improvement, modification, alteration, reconstruction, renovation, construction or erection, such consent not to be unreasonably withheld. No improvement, modification, alteration, reconstruction, renovation, construction or erection shall be permitted outside of the boundaries of the Premises as defined in this Agreement. Any and all development permit applications or other fees associated with any aforementioned improvement, modification, alteration, reconstruction, renovation, construction or erection shall be at the sole cost and expense of the Licensee.
14. The Licensee shall be responsible for and pay the cost of any alterations, additions, installations or improvements that any governing authority, municipal, provincial or otherwise, may require to be made in, on or to the Premises.
15. The Licensee shall not, at any time during the currency of this Agreement do, cause or permit to be done, any act or thing in or upon the said Premises which shall, or may be, or might become, an annoyance, nuisance or disturbance to the occupiers of any lands or premises adjoining or in the vicinity of the said Premises.
16. The Licensee shall not have any claim or demand against the Licensor for loss, damage or injury of any nature whatsoever, or howsoever caused to the said Premises or to any person or property, at any time brought, placed, made or being on the said Premises.
17. The Licensee shall at all times indemnify and save harmless the Licensor and its officers, employees, elected officials and agents from and against all claims and demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to the execution of this Agreement, or any action taken or things done or maintained under authority of this Agreement, or the exercise in any manner of rights arising under this Agreement.
18. The Licensee hereby undertakes and agrees that revised Fees during any such renewal term shall be paid effective as of the beginning of the renewal term and that any Fee payment made after the expiration of the Term of this Agreement or after the expiration of any renewal thereof, in an amount other than the revised amount fixed and determined pursuant to this Agreement as

the Fee payable during such renewal term, shall be a conditional installment payment only, and shall be subject to adjustment after the Fee for such renewal term has been so fixed and determined.

19. The Licensor, where the Licensee is in default of any condition of this Agreement and has not rectified such breach within fifteen (15) days of receipt of written notice of such default, may terminate this Agreement. In addition to the foregoing, the Licensor may terminate this Licence Agreement at any time where the Premises are required for a valid municipal purpose upon providing the Licensee ninety (90) days notice. Notice may either be delivered personally to the Licensee or registered mailed addressed to the Licensee at the address set forth at Section 27 hereof.
20. After the delivery or mailing of written notification of breach and the failure of the Licensee to cure any breach, this Agreement shall be terminated and ended, and in that event, it shall be lawful for the Licensor, its servants or agents, to re-enter and thereafter to have, possess and enjoy the said Premises and all improvements thereon and to exclude the Licensee.
21. No acceptance of any Fee or part thereof subsequent to any breach or default, other than non-payment of the Fee, nor any condoning, excusing or overlooking by the Licensor on previous occasions of breaches or defaults similar to that for which re-entry is made shall be taken to operate as a waiver of this condition nor in any way defeat or affect the rights of the Licensor under this Agreement.
22. Provided always that it is hereby agreed by and between the Parties hereto that if the said Licensee shall hold over after the expiration of the Term hereby granted or any extensions or renewals thereof, and the Licensor shall accept the annual Fee, the new licence thereby created shall be temporary and deemed to be at the pleasure of the Licensor, and the Licensee shall pay as the Fee during the time of such overholding period an amount to be determined at the sole, absolute and unfettered discretion of the Licensor and shall be subject to the covenants and conditions herein contained so far as the same are applicable.
23. The Licensee shall not place or deposit, or cause or permit to be placed or deposited, any fill, sand, gravel, detritus, waste, debris or other materials, articles or things on the said Premises which may form a deposit thereon or therein without the prior consent, in writing, of the Licensor.
24. The Licensee shall maintain throughout the term of the Agreement, Personal Liability Insurance in amount that is not less than Two Million (\$2,000,000) Dollars. Such insurance shall extend to the Corporation of the Township of South Algonquin as an additional Insured. Any and all deductibles applicable to the above noted insurance shall be the sole responsibility of the Licensee and the Licensor shall bear no cost towards such deductible. The Licensee is responsible to keep their property and assets insured – failure to do so shall not impose any liability on the Licensor.
25. Such insurance set forth at Section 25 hereof shall be placed with an Insurer licensed to conduct business in Ontario. The Licensee shall provide the Licensor with a certificate of insurance in compliance with the insurance requirements as stipulated in this Agreement. The policies set forth above shall not be cancelled, modified or lapsed unless the Insurer notifies the Licensor in writing at least thirty (30) days prior to the effective date of the cancellation/change. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the Licensor. Failure to maintain the insurance set forth at Section 25 hereof during the Term or any extensions or renewals thereof shall constitute a breach of this Agreement.

26. If any notice is required to be given by the Municipality to the Owner in respect of this Agreement, such notice shall be mailed or delivered to:

Patricia and Michael Radonicich  
3150 Mara Carden  
Boundary Road RR 2  
Brechtin, ON  
L0K 1B0

Telephone Number: 705-484-4044  
Email: patradonicich@gmail.com

If any notice is required to be given by the Owner to the Municipality in respect of this Agreement, such notice shall be mailed or delivered to:

Township of South Algonquin  
7 Third Avenue, P.O. Box 217  
Whitney, ON  
K0J 2M0

Phone Number: 613 637-2650 ext.203  
Email: operations@southalgonquin.ca

27. The Licensee shall not at any time register notice of or a copy of this Agreement on title to the Property of which the Premises form part without consent of the Licensor which consent may be withheld in the sole, absolute and unfettered discretion of the Licensor.
28. The words importing the singular number only shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine gender, and vice versa and words importing persons shall include firms and corporations and vice versa. Unless the context otherwise requires, the word "Licensor" and the word "Licensee" wherever used herein shall be construed to include the executors, administrators, successors and assigns of the Licensor and Licensee, respectively. When there are two or more Licensees bound by the same covenants herein contained, their obligations shall be joint and several.
29. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
30. There are no covenants, representations, warranties, agreements or other conditions expressed or implied, collateral or otherwise, forming part of or in any way affecting or relating to this Agreement, save as expressly set out or incorporated by reference herein, and this Agreement constitutes the entire agreement duly executed by the parties, and no amendment, variation or change to this Agreement shall be binding unless the same shall be in writing and signed by the parties.
31. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
32. Time shall be of the essence in all respects.

IN WITNESS WHEREOF the parties hereto have executed these Presents the day and year first above written.

SIGNED, SEALED AND DELIVERED  
BY the Licensee in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Patricia Radonicich

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Michael Radonicich

THE CORPORATION OF THE TOWNSHIP OF  
SOUTH ALGONQUIN

\_\_\_\_\_  
Jane A.E. Dumas, MAYOR

\_\_\_\_\_  
Bryan Martin, CAO/CLERK-TREASURER

We have authority to bind the  
corporation

SCHEDULE 'A'

○ Subject Boathouse

