CORPORATION OF THE TOWNSHIP OF SOUTH ALGONQUIN
BY-LAW NO. 2026-885

Being a By-Law to authorize the CAO/Clerk-Treasurer to sign a license agreement with His Majesty The King in Right of Canada, as represented by the Minister of National Defence

WHEREAS the Township of South Algonquin, deems it expedient to enter into a licensing agreement with His Majesty The King in Right of Canada, as represented by the Minister of National Defence (Petawawa), to authorize the temporary use of the property and surrounding area of 32 Hay Creek Road, Whitney.

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

1. THAT the CAO/ Clerk-Treasurer is hereby authorized to execute the Agreement in the form attached hereto and forming part of 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 2nd day of September 2026.

_____ _____
Ethel LaValley, Mayor Bryan Martin, CAO/ Clerk-Treasurer

READ A THIRD TIME AND PASSED AND ENACTED this 2nd day of September 2026.

_____ _____
Ethel LaValley, Mayor Bryan Martin, CAO/ Clerk-Treasurer

By signing this by-law, Mayor LaValley has granted approval and will not exercise the power to veto this by-law under Strong Mayor Powers

LICENSE AGREEMENT

BETWEEN:

THE TOWNSHIP OF SOUTH ALGONQUIN (the **"Licensor"**)
OF THE FIRST PART

AND

HIS MAJESTY THE KING IN RIGHT OF CANADA, as represented by the Minister of National Defence (the "**Licensee**")

OF THE SECOND PART

WHEREAS the Licensor are the owners of the property and more particularly described in Section 1 herein.

AND WHEREAS the Licensee has requested permission from the Licensor to use the Premises for the purpose of Military training.

AND WHEREAS the Licensor has agreed to permit the Licensee to use the property for the purpose of Military training.

NOW THEREFORE this Agreement witnesses that in consideration of, and subject to, the terms and conditions set out herein, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties herby agree as follows:

1. DESCRIPTION OF PREMISES

The Licensor owns the property and surrounding area of 32 Hay Creek Road, South Algonquin ON K0J 2M0 (the "**Premises**"). See drawing attached hereto as Annex "A" and forming part of this Agreement.

2. LICENSE

The Licensor hereby grants to the Licensee a non-exclusive licence to enter the Premises designated by the Licensor in its discretion (the "**Authorized Locations**") and to occupy and use the Authorized Locations for the purpose of conducting Military Training. The premise will be used to conduct a tactical navigation scenario. The LICENSEE shall also have the right to bring such equipment, to include military task essential equipment, Unmanned Aerial Vehicles, vehicles, helicopters, and supplies (which may include firearms with Center Fire / FX ammunition, pyrotechnics and low-level explosives). During the In Clearance, it will be detailed by the Licensor areas that are out of bounds.

3. TERM

The term of this agreement shall be from 13-14 & 27-28 Oct 26 inclusive.

4. LICENSE FEE

The parties acknowledge the receipt and sufficiency consideration of $2 taxes included, (Two Canadian Dollars).

5. INSURANCE

The parties acknowledges that the Licensee is self-insured.

6. INDEMNIFICATION

Subject to the *Crown Liability and Proceedings Act*, Section 7 (Damages to Licensee's property and responsibility for injury), and Section 9 (Damage to the premises)the Licensee indemnifies and saves harmless the Licensor, its servants, agents, and employees and their heirs, executors, administrators, successors and assigns, from and against all injury, damage, actions, causes of actions, suits, claims and demands of whatsoever nature which may result or may be brought or made by reason of any act or default of the Licensee, members of his Canadian Forces his servants, agents, or his employees, or on account of any damage to the property of the Licensor or in connection with any loss, damage or injury in any manner based upon, arising out of or incidental to the exercise or purported exercise by the Licensee of the license granted herein.

7. DAMAGE TO LICENSEE'S PROPERTY AND RESPONSIBILITY FOR INJURY

The Licensee agrees to assume full responsibility for the care of its property at all times during the term of this Agreement, and to assume all risk of loss, damage or injury (including death) to itself, its servants, agents, employees, invitees or sub-Licensees.

8. LICENSOR'S PROPERTY

The Licensee agrees to take all reasonable care as would a prudent owner to safeguard the non-operational outdoor areas of the Premises being occupied by the Licensee during the term agreed to under this Licence and prevent damage thereto and to assume all risk of loss, damage or injury to himself, his agents, employees or Licensees, subject to Section 7 (Damage to Licensee's property and responsibility for injury).

9. DAMAGE TO THE PREMISES

The Licensee shall not be responsible for any environmental or other property damage or loss to the Premises arising from:

a) circumstances, acts or conditions beyond his control, or due to "force majeure", which is defined as an act of God, war, invasion, revolution, insurrection or other act of a similar nature;

b) normal wear and tear of the Premises

c) any damage to the Premises caused by the previous occupation of the Premises by other persons, organizations, or the Licensor;

d) any damage to the Premises arising during the period covered by this agreement, where such damage is a consequence of pre-existing damage from previous occupation, or was caused by the activities of the Licensor during the period of this agreement; and

e) any damage to the Premises caused by any other persons, organizations, or by the Licensor.

10. LICENSEE'S RESPONSIBILITIES (those assumed by DND)

10.1 notification of local emergency services as required;

10.2 public queries;

10.3 retains the right to have personnel present in order to collect electronic records;

10.4 retains the copyright for any images taken on the property; and

10.5 any additional restriction requirements will be identified during the pre-inspection procedure.

11. LICENSOR'S RESPONSIBILITIES

11.1 prohibited to and/or allow anyone else to record electronically (e.g. photography, video, audio, etc) any of the training activities that occurs on the premises;

11.2 notify the Licensee of any existing damages and/or environmental damages prior to or during pre-inspection procedure;

11.3 forward any public queries to the Licensee; and

11.4 understand and agree that the following ammunition will be carried; Center Fire / FX ammunition, pyrotechnics and low-level explosives.

If any ammunition or part thereof are found after the Licensee has cleared out of the premises, they are not to be picked up or disturbed and contact must be made with Sgt Mike Malley at Cell 613 401-3611 or Sgt Mike Foster at Cell 613-635-3510 who will arrange for pick up and disposal.

12. BOTH PARTIES RESPONSIBILITIES

Conduct and ensure a pre- and post-inspection of the entire premises is completed.

13. NOTICE

Any notice, consent, approval, waiver, advice, demand or communication to be given, made or provided hereunder shall be in writing, signed by a party and deemed to have been duly given by its delivery, personally, by electronic mail or by its being sent by mail, postage prepared to the other party at the following address:

13.1 The Licensee's point of contact in relation to this agreement will be:

Name: Bryan Martin
Title: CAO
Address: 7 Third Ave, South Algonquin ON K0J 2M0
Phone: 613-334-5923
Email: clerk@southalgonquin.ca

13.2 The Licensor's point of contact in relation to this agreement will be:

Sgt. Mike Malley
National Defence-CSOR HQ
Garrison Petawawa, K8H 2X3
Cellular: 613-401-3611
malley.mj@forces.gc.ca

Sgt. Mike Foster
National Defence-CSOR HQ
Garrison Petawawa, K8H 2X3
Cellular: 613-635-3510
Michael.Foster2@forces.gc.ca

14. **AMENDMENT:** This Agreement may only be amended by a written agreement signed by both parties.

15. **GOVERNING LAW:** This Agreement shall be construed in accordance with, and governed by, the laws in effect in the Province of Ontario, subject to any paramount or applicable federal laws. Nothing in this Agreement is intended to or shall be construed as limiting, waiving or derogating from any Federal Crown prerogative.

16. **INTENTIONS OF THE PARTIES:** The Parties expressly disclaim any intention to create a partnership, joint venture or joint enterprise. Nothing in this Agreement may be construed as creating a relationship of agency, partnership, or joint venture between the parties.

17. **ENTIRE AGREEMENT:** This Licence constitutes the entire agreement between the Licensor and the Licensee pertaining to the subject-matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Licensor and Licensee pertaining to such subject-matter. There are no warranties, representations or other agreements between the Licensor and Licensee in connection with the subject matter hereof, except those specifically set out herein.

18. **WAIVER:** No waiver of any of the provisions of this Licence shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall waiver constitute a continuing waiver unless otherwise expressly provided.

19. **SEVERABILITY:** If any provision of this Licence is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Licence or invalidate or render unenforceable such provision in any other jurisdiction.

20. **TERMINATION:** Either party may terminate this Licence upon written submission to the other party.

21. **SUCCESSORS AND ASSIGNS:** This Licence shall endure to the benefit of and be binding upon the parties and their respective successors, heirs, and assigns.

22. **EXECUTION AND DELIVERY:**

    22.1 This Licence may be executed in counterparts, each of which will be deemed to be an original but all of which will constitute one and the same Licence. This Licence may be executed by original or electronic signature in portable document format (pdf).

    22.2 The LICENSOR acknowledges that he or she has read, understands and agrees with all of the provisions of this Agreement, and acknowledges that he or she has had the opportunity to obtain independent legal advice with respect to it.

23. <u>EFFECTIVE DATE:</u> This Licence becomes effective as of the date of the last signature.

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the respective parties hereto as of the date first written above.

HIS MAJESTY THE KING IN RIGHT OF CANADA, as represented by the Minister of National Defence

_____
Signature of Witness

_____
Name: B. McNish, Major
Title: Officer Commanding, Petawawa Detachment
Real Property Operations

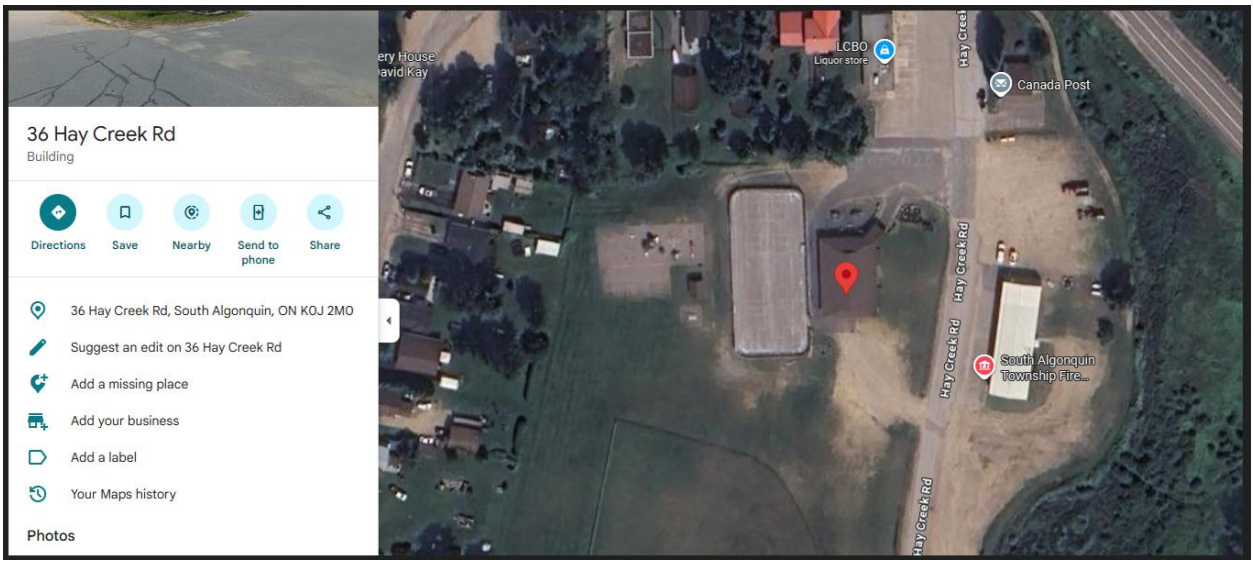
_____
Print Name of Witness

_____
Signature of Witness

_____
Name: Bryan Martin
Title: CAO

_____
Print Name of Witness

I have the authority to bind the corporation.


36 Hay Creek Rd
Building
Directions
Save
Nearby
Send to phone
Share
36 Hay Creek Rd, South Algonquin, ON K0J 2M0
Suggest an edit on 36 Hay Creek Rd
Add a missing place
Add your business
Add a label
Your Maps history
Photos
LCBO
Liquor store
Canada Post
Hay Creek Rd
South Algonquin Township Fire...