

AGENDA

Corporation of the Town of Moosonee

Special Meeting #16-2026

June 11th, 2026

4:00pm Council Chambers

This territory is the customary and traditional lands of the Ojibwe People since time immemorial. We acknowledge this sacred land on which the Town of Moosonee operates, within the lands protected by the James Bay Treaty – Treaty no.9. We are grateful to have the opportunity to make decisions at this table that will impact our community. *Meegwetch*

1. CALL TO ORDER

2. REVIEW OF AGENDA

3. DISCLOSURE OF PECUNIARY INTEREST

4. CLOSED SESSION

→ Personal matters about an identifiable individual, including municipal employees

5. READING OF BY-LAWS

→ 99 Ferguson Lease Agreement

6. ADJOURNMENT

LICENCE AGREEMENT

THIS AGREEMENT made in duplicate as of February 15, 2026.

BETWEEN:

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO
AS REPRESENTED BY THE MINISTER OF INFRASTRUCTURE**

(hereinafter referred to as the “Licensor”)

- and -

THE CORPORATION OF THE TOWN OF MOOSONEE

(hereinafter referred to as the “Licensee”)

Summary of Basic Terms

The following is a summary of certain provisions, which are part of, and are referred to in subsequent provisions of this Licence. Any conflict or inconsistency between these provisions and the provisions contained elsewhere in this Licence will be resolved in favour of the provisions contained elsewhere in this Licence:

(a) Address of Licensed Premises:	99 Ferguson Road, Moosonee, Ontario.
(b) Area of the Licensed Premises	Deemed to be 2,058.0 square feet
(c) Licence Fee:	Thirty Five Thousand Eight Hundred Ninety One Dollars and Fifty Two Cents (\$35,891.52), payable in equal monthly instalments of Two Thousand Nine Hundred Ninety Dollars and Ninety Six Cents (\$2,990.96) based on an annual rate of Seventeen Dollars and Forty Four Cents (\$17.44) per square foot of the Area of the Licensed Premises, which sum is comprised of the aggregate of Thirteen Dollars (\$13.00) for each square foot for the Base Licence Fee, Two Dollars and Seventy One Cents (\$2.71) for each square foot for the estimated base operating costs, and One Dollar and Seventy Three Cents (\$1.73) for each square foot for the estimated Realty Taxes, the first of such monthly instalments to be due and payable on February 15, 2026, inclusive of/plus all applicable Sales Taxes, payable in advance on the first day of each month of the Term.

	<p>The estimated base operating costs and Realty Taxes above are based on a vacant building and are subject to annual reconciliation.</p>
(d) Term	Three (3) months and twenty-nine (29) days.
(e) Commencement Date:	February 15, 2026.
(f) Address of Licensor:	<p>Ontario Infrastructure and Lands Corporation 3767 Highway 69 South, Suite 9 Sudbury, Ontario P3G 0A7 Attention: Vice President, Real Estate Operations Fax: (705) 564-7570 Email: REOpsnotices@infrastructureontario.ca</p> <p><u>With a copy to:</u></p> <p>Ontario Infrastructure and Lands Corporation 1 Dundas Street West, Suite 2000 Toronto, Ontario M5G 1Z3 Attention: Director, Legal (Leasing and Contract Management) Fax: (416) 327-3376 Email: LeasingNotices@infrastructureontario.ca</p> <p><u>And an additional copy to:</u></p> <p>Ontario Infrastructure and Lands Corporation c/o BGIS 4175 14th Avenue Markham, Ontario L3R 0J2 Attention: IO Lease Administration Fax: (416) 860-3462 By Email: IOMLeaseAdmin@bgis.com</p>
(g) Address of Licensee:	<p>The Corporation of the Town of Moosonee 5 First Street Moosonee, Ontario P0L 1Y0 Attention: Victoria Hutchinson Tel: 705-272-9617 Email: CAO@moosonee.ca</p>

WHEREAS:

- A. The Licensor has jurisdiction and control of the building known municipally 99 Ferguson Road in the Town of Moosonee, Ontario (the “**Site**”), erected on the lands having the legal description set out in Schedule A attached hereto (the “**Lands**”).
- B. The parties hereto have agreed that the Licensee shall have the right, to utilize the entire building located on the Site, subject to the terms and conditions of this licence agreement (the “**Licence**”).

NOW THEREFORE, in consideration of the foregoing, and of the mutual covenants and undertaking herein contained and expressed, it is agreed among the parties as follows:

1. Definitions

“**Authority**” means any governmental authority, quasi-governmental authority, agency, body or department whether federal, provincial or municipal, having or claiming jurisdiction over the Licensed Premises or the Building, or the use thereof.

“**Business Day**” means any day which is normally considered a regular day of business for most government offices for the Province of Ontario.

“**Digital Data**” means data that is required to be released to the public pursuant to the Digital and Data Directive.”

“**Digital and Data Directive**” means the Management Board of Cabinet’s Digital and Data Directive, published on January 29, 2021, as amended from time to time.”

“**OILC**” means the Ontario Infrastructure and Lands Corporation.

“**Realty Taxes**” means all taxes, rates, duties, charges, levies and assessments whatsoever in the nature of realty taxes, whether municipal, provincial or federal charged or levied upon the building and the Lands appurtenant thereto, or upon the Licensor on account thereof, including all taxes, rates, duties, levies and assessments for local improvements, education and schools and all taxes, grants or assessments which may in the future be levied in lieu of Realty Taxes, and shall include any tax paid by the Licensee which was attracted by the Licensees' improvements, any tax such as personal and corporate income taxes, business taxes, capital tax, profits or excess profits taxes assessed upon the income of the Licensor, excise tax, value-added tax, sales tax, goods and services tax, business transfer tax, any and all impost charges or any other tax or assessment which is personal to the Licensor, any interest or penalties for late payment of Realty Taxes, and any other charges included in the tax bill that are not Realty Taxes. Should the Licensee undertake any improvements which result in an increase in Realty Taxes, the Licensee shall be liable to pay any portion of any increase in Realty Taxes levied as a result of such improvements; and

“**Sales Taxes**” means collectively and individually, all business transfer, multi-usage sales, sales, goods and services, harmonized sales, use, consumption, value-added or other similar taxes imposed by any governmental authority upon the Licensor, or the Licensee, or in respect of this Licence, or the payments made by the Licensee hereunder or the goods and services provided by

the Licensor hereunder including, without limitation, the licence of the Licensed Premises and the provision of administrative services to the Licensee hereunder.

2. Grant of License

The Licensor hereby grants to the Licensee the licence and privilege to utilize the entire building located on the Site, as shown by a green dot in the plan of the licensed premises in Schedule B attached hereto (the “**Licensed Premises**”) deemed to be 2,028.0 square feet (the “**Area of the Licensed Premises**”), for the purpose of an office with permitted ancillary uses as approved by the Licensor, acting reasonably, and as permitted by applicable laws (the “**Use**”). This permission includes the right to bring personnel, materials and equipment reasonably required in connection with the foregoing purposes onto the Licensed Premises. It is agreed and understood that the Licensee is accepting the Licensed Premises and all associated equipment therein, if any, on an “as is, where is” basis.”

3. Term

The Licensee shall be permitted to use the Licensed Premises in accordance with the terms hereof for a period of three (3) months and twenty-nine (29) days, commencing February 15, 2026, and ending on June 12, 2026 (the “**Term**”). There will be no renewal or overholding of this Licence, unless agreed to by the parties in writing.

4. Termination

Intentionally Deleted.

5. Licence Fee

The Licensee hereby covenants to pay to the Licensor as a Licence Fee, Thirty Five Thousand Eight Hundred Ninety One Dollars and Fifty Two Cents (\$35,891.52), payable in equal monthly instalments of Two Thousand Nine Hundred Ninety Dollars and Ninety Six Cents (\$2,990.96) based on an annual rate of Seventeen Dollars and Forty Four Cents (\$17.44) per square foot of the Area of the Licensed Premises, which sum is comprised of the aggregate of Thirteen Dollars (\$13.00) for each square foot for the Base Licence Fee, Two Dollars and Seventy One Cents (\$2.71) for each square foot for the estimated base operating costs, and One Dollar and Seventy Three Cents (\$1.73) for each square foot for the estimated Realty Taxes, the first of such monthly instalments to be due and payable on February 15, 2026 (the “**Licence Fee**”), inclusive of/plus all applicable Sales Taxes, payable in advance on the first day of each month of the Term.

The Licensee acknowledges and agrees that the estimated base operating costs and Realty Taxes above are based on a vacant building and are subject to annual reconciliation.

In addition, the Licensee shall be responsible, at its sole cost and expense, for all other costs, expenses and charges whatsoever with respect to the Licensed Premises throughout the Term, including, without limitation, utilities, maintenance and minor repairs, along with snow and garbage removal.

If the Licensee defaults in the payment of the Licence Fee and/or any other amounts payable hereunder, the unpaid amounts shall bear interest from the due date to the date of payment at an interest rate equal to the prime rate as charged by the Royal Bank of Canada to its best commercial customers from time to time, plus five percent (5%). Acceptance of any overdue payment or interest shall not constitute a waiver of any rights or remedies that the Licensor may have hereunder or at law.

The Licensee shall send all Licence Fee payments to the following address:

Ontario Infrastructure and Lands Corporation
c/o BGIS
4175 14th Avenue
Markham, Ontario L3R 0J2
Attention: IO Lease Administration
By Email: IOMleaseAdmin@bgis.com

6. Covenants of the Licensee

The Licensee covenants with the Licensor as follows:

Section 6.1 Licence Fee

To pay the Licence Fee in accordance with the provisions of this Licence.

Section 6.2 Compliance with Laws

To comply with all provisions of law including, without limitation, all enactments, by-laws and any regulations of any Authority which relate to the Licensed Premises or to the use or occupation thereof or, if applicable, to the making of any repairs, replacements, additions, changes, substitutions or improvements of or to the Licensed Premises or any part thereof.

Section 6.3 Rules and Regulations

The Licensor may, acting reasonably, and from time to time, make and amend rules and regulations for the management and operation of the Site, and the Licensee and all persons under its control shall comply with all of such rules and regulations, all of which shall be deemed to be incorporated into and form part of this Licence.

Section 6.4 Security

To be responsible for security of the Licensed Premises and the Site during the Term, and without limitation, the Licensee shall take all reasonable steps to ensure that peace, cleanliness and general order is maintained, that persons not affiliated with the Licensee are not permitted access to the Licensed Premises or any other portion of the Site during the Term, and that no alcoholic beverages, drugs or other illegal or banned substances are brought upon the Licensed Premises or the Site.

Section 6.5 Maintenance

To maintain, at the Licensee's sole cost and expense, the Licensed Premises and the Site, in a clean and tidy condition, and to deliver up same in a clean and tidy condition at the expiry of the Term.

Upon request of the Licensor, the Licensee shall forthwith reimburse the Licensor for the cost of any clean-up, repair or replacement to the Licensed Premises or any other portion of the Site resulting from the Licensee's use and occupation of the Licensed Premises.

Section 6.6 Use

To use the Licensed Premises for the purpose of the Licensee's Use only as provided for in Section 2 of this Licence, and in accordance with all laws, regulations, by-laws, policies or procedures of any relevant Authority having jurisdiction.

The Licensee shall further ensure that all activity which takes place on or in connection with the Use of the Licensed Premises does not in any way reflect improperly on the Government of Ontario, including without limitation, ensuring that all employees, agents or other representatives of the Licensee are at all times cleanly and neatly clad, orderly and polite in their conduct and their speech.

Section 6.7 Compensation for Damage

To make good any damage to the Licensed Premises and the Site caused by the Licensee, its employees, agents, invitees and those for whom the Licensee, in law, are responsible.

Section 6.8 Insurance

- (a) The Licensee shall, during and throughout the entire Term and at the Licensee's sole cost and expense, take out and keep in full force and effect the following insurance, in the name of the Licensee, with the Licensor added as an additional insured:
- (i) "All risks" insurance covering the buildings and structures on the Licensed Premises, including the Licensee's equipment and fixtures on or about the Licensed Premises and the Land, for not less than the full replacement costs thereof (with a replacement cost endorsement);
 - (ii) Commercial general liability insurance on an occurrence basis with respect to any use and occupancy of or things on the Licensed Premises and with respect to the use and occupancy of any other part of the Land by the Licensee or any of its servants, agents, employees, invitees, licensees, subtenants or sublicensees, contractors or persons for whom the Licensee is in law responsible, with coverage for any occurrence of not less than Five Million Dollars (\$5,000,000.00) or such higher amount as the Licensor may reasonable require; and
 - (iii) Any other form of insurance as the Licensor, acting reasonably, requires from time to time, in the form, amounts and for insurance risks against which a prudent licensee would insure.

- (b) Each of the Licensee's insurance policies shall contain:
 - (i) A prior release of the Licensor with the practical effect that the Licensor will have received a waiver of subrogation from the Licensee's insurers with respect to the insurance set forth in Section 6.8(a)(i) above;
 - (ii) An undertaking by the insurer that no material change adverse to the Licensor or the Licensee will be made and the policy will not lapse or be terminated, except after not less than thirty (30) days' prior written notice to the Licensor; and
 - (iii) A severability of interest clause and a cross-liability clause.
- (c) The Licensee shall provide the Licensor with a certificate of insurance (the "**Insurance Certificate**"), executed by the underwriting insurance company, certifying that the Licensee's insurance policies are in good standing and in compliance with the Licensee's obligations hereunder. Certificates of such insurance coverage shall be provided to the Licensor prior to the commencement date of the Term, and yearly thereafter throughout the Term.
- (d) If the Licensee fails to maintain in force, or pay any premiums for, any insurance required to be maintained by the Licensee hereunder, or if the Licensee fails from time to time to deliver to the Licensor satisfactory proof of the good standing of any such insurance or the payment of premiums therefor, then the Licensor, without prejudice to any of its other rights and remedies hereunder, shall have the right, but not the obligation, to effect such insurance on behalf of the Licensee and the cost thereof and all other reasonable expenses incurred by the Licensor in that regard shall be paid by the Licensee to the Licensor forthwith upon demand.

Section 6.9 Indemnity and Licensor's Non-Liability

The Licensee shall indemnify and save harmless the Licensor and its agent Ontario Infrastructure and Lands Corporation, and each of their agents, officers, directors, employees, contractors, service providers and those for whom the Licensor is in law responsible, from and against any and all loss, claims, actions, damages, liability and expenses in connection with loss of life, personal injury, damage to property or any other loss or injury whatsoever arising from or out of this Licence, or any occurrence at the Site or Licensed Premises (including any equipment, machinery, services, fixtures and improvements thereon), or the use by the Licensee of the Site or the Licensed Premises, or any part thereof. If the Licensor shall be made a party to any litigation commenced by or against the Licensee, then the Licensee shall protect, indemnify and hold the Licensor harmless and shall pay all costs, expenses and legal fees incurred or paid by the Licensor in connection with such litigation on a solicitor and client basis.

The Licensee agrees that the Licensor shall not be liable or responsible in any way for any injury or death to any person or for any loss or damage to any property, at any time on arising out of this Licence, no matter how the same shall be caused and whether or not resulting from or contributed to by the fault of the Licensor, its servants, agents, employees, contractors or persons for whom the Licensor is in law responsible. Without limiting the generality of the foregoing, the Licensor

shall not be liable or responsible for any such injury, death, loss or damage to any persons or property, caused or contributed to by fire, explosion, steam, water, rain, snow, dampness, leakage, electricity or gas, and the Licensor shall in no event be liable for any indirect or consequential damages suffered by the Licensee.

Section 6.10 Assignment and Sublicence

Not to assign this Licence, or sublicense all or any part of the Licensed Premises.

Section 6.11 Waste

Not to do or allow any waste, damage, disfiguration or injury to the Licensed Premises, the Site or the fixtures and equipment forming a part thereof or permit any overloading of the floors thereof.

Section 6.12 Nuisance

Not to use or permit the use of any part of the Licensed Premises for any dangerous, noxious or offensive trade or business or cause or permit any nuisance in, at or on the Licensed Premises.

Section 6.13 Waste and Environmental

The Licensee acknowledges and agrees that:

- (a) it shall not store, bring in or permit to be placed, any Environmental Contaminant in the Licensed Premises or the Site. "Environmental Contaminants" means (i) any substance which, when it exists in the Site or the water supplied to or in the Site, or when it is released into the Licensed Premises or the Site or any part thereof, or into the water or the natural environment, is likely to cause, at any time, material harm or degradation to the Licensed Premises or any part thereof, or to the natural environment or material risk to human health, and includes, without limitation, any flammables, explosives, radioactive materials, asbestos, lead paint, PCBs, fungal contaminants (including, without limitation, and by way of example, *stachybotrys chartarum* and other moulds), mercury and its compounds, dioxins and furans, chlordane (DDT), polychlorinated biphenyls, chlorofluorocarbons (CFCs), hydro-chlorofluorocarbons (HCFCs), volatile organic compounds (VOCs), urea formaldehyde foam insulation, radon gas, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic or noxious substances or related materials, petroleum and petroleum products, or (ii) any substance declared to be hazardous or toxic under any Environmental Laws now or hereafter enacted or promulgated by any Authorities, or (iii) both (i) and (ii);
- (b) it shall not permit the presence of any Environmental Contaminant in the Licensed Premises, except if such is required for the Use and then only if the Licensee is in strict compliance with all relevant governmental authorities, be it federal, provincial or municipal, including, without limitation, Environmental Laws. "Environmental Laws" means any federal, provincial or local law, statute, ordinance, regulation, policy, guideline or order and all amendments thereto pertaining to health, industrial hygiene, environmental conditions or Environmental Contaminants, including, without limitation, the *Environmental Protection Act*, R.S.O. 1990, c.E.19 (the "EPA"), the *Environmental*

Assessment Act, R.S.O 1990, c. E.18, the *Ontario Water Resources Act*, R.S.O. 1990, c. O.40, the *Occupational Health and Safety Act*, R.S.O. 1990, c.O.1, Ontario Regulation 153/04 (2004) under Part XV.1 of the *EPA*, as amended by Ontario Regulation 511/09 (2009), the *Safe Drinking Water Act*, 2002, S.O. c. 32, and applicable air quality guidelines (including, without limitation, Ontario Regulation 127/01-“Airborne Contaminant Discharge-Monitoring and Reporting” under the *EPA*), as such statutes, regulations and guidelines may be amended from time to time. If the Licensee shall bring or create upon the Site, including the Licensed Premises, any Environmental Contaminant, then such Environmental Contaminant shall be and remain the sole property of the Licensee and the Licensee shall remove same at its sole cost and expense upon the expiration or sooner termination of the Term or any extensions thereof, or sooner if so directed by any governmental authority, be it federal, provincial or municipal, or if required to effect compliance with any Environmental Laws or if required by the Licensor;

- (c) it shall diligently comply with all applicable reporting requirements under Ontario Regulation 127/01-“Airborne Contaminant Discharge Monitoring and Reporting” (the “**Regulation**”) under the *EPA* and shall provide the Licensor with copies of all reports submitted to the Ministry of the Environment. The Licensee shall indemnify the Licensor from all loss, costs and liabilities, including all legal expenses, incurred by the Licensor as a result of the Licensee’s failure to comply with the Regulation. The Licensee shall permit the Licensor to inspect the Licensed Premises at all reasonable times to conduct air emission testing, as required by the Regulation; and
- (d) it will comply in all respects with all Environmental Laws relating to the Licensed Premises or the Use of the Licensed Premises; promptly notify the Licensor in writing of any notice by any governmental authority, be it federal, provincial or municipal, alleging a possible violation of or with respect to any other matter involving any Environmental Laws relating to operations in the Licensed Premises and the Site or relating to any person for whom it is in law responsible or any notice from any other party concerning any release or alleged release of any Environmental Contaminant, and promptly notify the Licensor of the existence of any Environmental Contaminant in the Licensed Premises or the Site.

If, during the Term or any extensions thereof, any governmental authority, be it federal, provincial or municipal, shall require the clean-up of any Environmental Contaminant held in, released from, abandoned in, or placed upon the Licensed Premises or the Site by the Licensee or its employees or those for whom it is in law responsible, then the Licensee shall, at its sole cost and expense, carry out all required work including preparing all necessary studies, plans and approvals and providing all bonds and other security required and shall provide full information with respect to all such work to the Licensor provided that the Licensor may, at its option, perform any such work at the Licensee’s sole cost and expense, payable on demand.

Section 6.14 Construction Liens

If any construction lien or certificate of action is served or filed against the Lands or any part thereof, whether valid or not and whether preserved or perfected, by reason of work done or to be

done or materials or services furnished or to be furnished for the account of the Licensee, or by reason of alteration, repair or installation made or to be made for the account of the Licensee, the Licensee shall promptly discharge the lien or have the certificate vacated, at its sole expense, immediately after notice from the Licensor, or within ten (10) calendar days after registration or service, whichever is earlier. The Licensee shall indemnify and save harmless the Licensor and OILC from and against any liabilities, claims, liens, damages, costs and expenses, including legal expenses, arising in connection with any work, services or material supplied to the Licensee or the Lands. If the lien is vacated but not discharged, the Licensee shall, if requested by the Licensor, undertake OILC's and the Licensor's defence of any subsequent lawsuit commenced in respect of the lien, at the Licensee's sole expense.

In the event that the Licensee fails or refuses to vacate or discharge a construction lien within the time prescribed above, in addition to any other rights of the Licensor, the Licensor and OILC shall, at its option, be entitled to take all steps necessary to vacate and/or discharge the lien, and all costs and expenses incurred by the Licensor and OILC in so doing (including without limitation, all legal fees and disbursements, the amount and costs of any security posted to vacate the lien and any payment which may ultimately be made out of or pursuant to security posted to vacate the lien) shall be for the account of the Licensee. In the event that the Licensee fails to comply with the terms of this Section 6.14, the Licensor may, but shall not be obliged to pay into court the amount necessary to discharge the lien and charge the Licensee with the amounts so paid and all costs incurred by the Licensor, including legal fees and disbursements plus an administrative fee of fifteen percent (15%) of such amounts and costs, which shall be paid by the Licensee to the Licensor, forthwith upon demand.

Section 6.15 Health and Safety

The Licensee represents and warrants that, as of the date that this Licence is executed the, the Licensee shall take all reasonable precautions as a prudent Licensee to ensure the health and safety of the Licensee, its Permittees, employees, service providers, agents, and those for whom the Licensee is in law responsible. The Licensee further covenants and agrees that during any Health Emergency, it shall take all reasonable actions to mitigate or minimize the effects of the Health Emergency, and comply with any rules or regulations of the Licensor or any orders, ordinances, laws, rules, restrictions any by-laws of any public health official or governing bodies.

For purposes of this Licence, a "Health Emergency" means a situation where the Licensee, its Permittees, employees, service providers agents or anyone accessing the Lands or the Building may be exposed to imminent danger from a disease, virus or other biological or physical agents that may be detrimental to human health, based on advice from a medical professional, or a directive, bulletin, notice or other form of communication from a public health authority.

7. Covenants of the Licensor

The Licensor covenants with the Licensee as follows:

Section 7.1 Use

That the Licensee will have the use of the Licensed Premises on such days and between such times as have been determined by the parties as of the commencement date of the Term and on such additional days as may, at any time during the Term, be authorized by the Licensor.

Section 7.2 Inspection and Entry

The Licensor reserves the right to inspect and enter the Site and the Licensed Premises at any time without notice, and to order, in writing, that the Licensee make changes, if in the Licensor's opinion the Licensee is:

- (a) failing to comply with any term of this Licence or to comply with any reasonable request of the Licensor;
- (b) permitting, causing or contributing to an unsafe condition;
- (c) doing or permitting any conduct or act which improperly reflects on the Government of Ontario; or
- (d) doing or permitting any other conduct or act which renders it inadvisable that the Licensee be allowed to continue carrying on business under this Licence.

If the Licensee fails to comply with any such order within the time limit specified therein, the Licensor shall have the right to terminate this Licence and take possession of the Licensed Premises forthwith, and may remove the Licensee and all of its property from the Licensed Premises, and the Licensor shall not be liable in damages or otherwise by reason of any such actions. Any costs associated with such removal, including the clean-up, repair or replacement to the Licensed Premises or the Site shall be the responsibility of the Licensee.

Section 7.3 Insurance

The Licensor acknowledges that so long as His Majesty the King in right of Ontario is the Licensor, the Licensor shall be self-insured with respect of damage to the Site and will maintain during the Term coverage with respect to commercial general liability risks as a 'Protected Person' under the Government of Ontario General and Road Liability Protection Program, which is funded by His Majesty the King in right of Ontario. The coverage shall provide limits of at least Five Million Dollars (\$5,000,000.00) per occurrence.

Section 7.4 Compliance with Laws

To comply with all codes and regulations of any federal, provincial or municipal laws, regulations and codes of any relevant Authority.

8. Non-Waiver

No condoning, excusing or overlooking by the Licensor or Licensee of any default, breach or non-observance by the Licensee or the Licensor at any time or times in respect of any covenant, proviso or condition herein contained shall operate as a waiver of the Licensor's or the Licensee's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, or

so as to defeat or affect in any way the rights of the Licensor or the Licensee herein in respect of any such continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the Licensor or the Licensee save only an express waiver in writing.

9. Enurement

This Licence shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns and other legal representatives, as the case may be.

10. Governing Law

This Licence shall be governed by and construed in accordance with laws of the Province of Ontario.

11. Licensee Not a Lessee

No legal title or leasehold interest in the Licensed Premises shall be deemed or construed to have been created or vested in the Licensee by anything contained herein.

12. Freedom of Information and Digital and Data Directive

The Licensee acknowledges that this Licence, and any information contained herein, may be required to be released pursuant to the provisions of the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.F.31, as amended, and the Digital and Data Directive as amended. This acknowledgement shall not be construed as a waiver of any right to object to the release of the Licence or of any information or documents.

13. Notices

Any notice required or contemplated by any provision of this Licence shall be given in writing addressed in the case of notice to the Licensor to the address set out in subsection (f) of the Summary of Basic Terms table, and in the case of the Licensee to the address set out in subsection (g) of the Summary of Basic Terms table.

Notices shall be delivered personally or by facsimile or by email 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 (5th) Business Day after the day of such mailing. Such notice, if personally delivered or if delivered by facsimile or by email, shall be conclusively deemed to have been given and received at the time of such delivery during normal business hours or on the next business day following if delivered outside of normal business hours in Ontario. 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 Licence or at law may not be validly delivered by way of electronic communication, save as specifically provided in this Section 13.

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.

14. Entire Agreement

The Licensee and the Licensor acknowledge that there are no covenants, representations, warranties, agreements or conditions, expressed or implied, collateral or otherwise, forming part of or in any way affecting or relating to this Licence save as expressly set out in this Licence and that this Licence and the Schedules hereto constitute the entire agreement between the Licensor and the Licensee and may not be modified except as herein explicitly provided or except by subsequent agreement in writing of equal formality hereto executed by the Licensor and the Licensee. Schedule A and Schedule B, which are attached to this Licence, form part of this Licence.

15. Severability

The Licensor and the Licensee agree that all of the provisions of this Licence are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate paragraph hereof. Should any provision or provisions of this Licence be illegal or not enforceable, it or they shall be considered separate and severable from this Licence and its remaining provisions shall remain in force and be binding upon the parties hereto as though the said provision or provisions had never been included.

16. Headings and Captions

The headings in this Licence have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope of meaning of this Licence nor any of the provisions hereof.

17. Interpretation

The words “herein”, “hereof”, “hereby”, “hereunder”, “hereto”, “hereinafter”, and similar expressions refer to this Licence and not to any particular paragraphs, section or other portion thereof, unless there is something in the subject matter or context inconsistent therewith.

18. Conflict of Interest

The Licensee and any of its successors, administrators, permitted assigns, directors, officers, employees, agents, servants, and representatives shall not engage in any activity where such activity creates a conflict of interest, actual or potential, in the sole opinion of the Licensor, with the Licence or the exercise of any of the rights or obligations of the Licensee hereunder. The Licensee shall disclose to the Licensor in writing and without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.

For clarification, a “conflict of interest” means, in relation to the performance of its contractual obligations pursuant to this Licence, the Licensee’s other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased

and impartial exercise of its independent judgement; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations pursuant to this Licence.

19. Counterparts

The parties agree that this Licence may be executed in counterparts, each of which shall be deemed an original and all of which shall be construed together as a single binding instrument. Such counterparts may be delivered by facsimile or other electronic means, including by electronic mail in portable document format (PDF). The electronic signature of any party hereto shall constitute a valid and binding signature with the same effect as an original signature endorsed hereon. Any party delivering an executed counterpart of this Licence by facsimile or by electronic transmission shall, if requested, also deliver an originally executed counterpart within seven (7) days of the facsimile or electronic transmission. Failure to deliver an originally executed copy shall not affect the validity, enforceability or binding effect of this Licence.

20. Time of the Essence

Time shall be of the essence hereof.

21. Not Binding on Licensor

This Licence is not binding on the Licensor, until it has been duly executed by or on behalf of the Licensor.

IN WITNESS WHEREOF the parties hereto have executed this Licence on the dates written below.

SIGNED, SEALED AND DELIVERED

Dated this _____ day of _____, 20 ____.

**HIS MAJESTY THE KING 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 (s)

Dated this 11 day of June,
20 26.

**THE CORPORATION FO THE TOWN
OF MOOSONEE**

Per: _____

Name: Wayne Taipale

Title: Mayor

Per: _____

Name: Joel Stapley

Title: Treasurer

Authorized Signing Officer (s)

Schedule A

Legal Description of the Lands

PCL 6757 SEC NEC SRO; FERGUSON RD PL M14C TOWNSITE OF MOOSONEE LYING
BTN SECOND ST & SEVENTH ST; TOWN OF MOOSONEE

DRAFT

Schedule B
Plan of Licensed Premises



DRAFT

Corporation of the Town of Moosonee

BY-LAW No. 11-2026

Being a by-law to authorize the signing of a Lease Agreement between His Majesty the King in Right of Ontario as represented by the Minister of Infrastructure and The Corporation of the Town of Moosonee

NOW THEREFORE the Council for Corporation of the Town of Moosonee

ENACTS AS FOLLOWS:

1. **THAT** the Mayor and Treasurer are hereby authorized to execute under the Corporate Seal of the Town of Moosonee, a Lease Agreement File No. M53028 between His Majesty the King in Right of the Ontario as represented by the Ministry of Infrastructure as the ‘Licensor’ and The Corporation of the Town of Moosonee as the ‘Licensee’, a copy of which agreement is attached to this by-law and forms a part thereof.
2. **THAT** this By-Law shall come into force and take effect as of the date it receives third and final reading.

**READ a first and second time
this 11th day of June 202**

Mayor – Wayne Taipale

Deputy Clerk- Shelley Petten

**READ a third time and finally passed
This 11th day of June 2026**

Mayor – Wayne Taipale

Deputy Clerk- Shelley Petten