

DUPLICATE
ORIGINAL

85-2188-606-1098

Parks Canada Agency

AGREEMENT

HIS MAJESTY THE KING

TO

THE CORPORATION OF THE VILLAGE OF MERRICKVILLE-WOLFORD

Date of Licence

Date du Permis -----

Public Work concerned

Ontario Waterways - Rideau Canal

Travail public touché -----

Description: permission to preserve the Merrickville Turbine which forms an integral part of the ruins of the Village of Merrickville-Wolford's historical industrial complex

Term

during pleasure

From

April 1, 2026

Durée -----

A compter du -----

Rental

\$1.00

Loyer -----

Departmental Reference File No

C8606/R85-1098

Référence du Ministère No du dossier -----

MEMORANDA - NOTE

This Agreement replaces Licence No. 85-2188-606-1098 dated June 27, 2023 with the Friends of the Merrickville Turbine

5. This agreement operates solely as a licence and does not transfer any exclusive possessory right or leasehold interest to the Licensee.

6. The Licensee shall not transfer this agreement or any part thereof or any of the rights and privileges hereunder.

7. The Licensee shall use the land to gain access to the Turbine in order to carry out stabilization, re-painting, on-going maintenance and the exhibition and interpretation thereof.

8. The Licensee shall, at its own cost and expense, erect signage at the site of the Turbine, in both official languages of Canada, containing interpretive messaging and information on future plans for the refurbishment of the Turbine and shall obtain the approval of the Director prior to it being displayed.

9. All structures, materials and supplies, articles, effects and things hereinafter for the purpose of this Licence referred to as "property of the Licensee", at any time brought, placed or being upon the land shall be entirely at the risk of the Licensee in respect of loss, damage, injury, destruction or accident from whatsoever cause arising, whether due to the negligence of His Majesty, His servants, agents or employees, or otherwise howsoever.

10. No permanent structures, other than the existing Turbine, are permitted on the land. The Licensee may erect temporary structures on the land should they be required in connection with the stabilization of the Turbine provided it is done in strict compliance with instructions and directions given with respect thereto by the Director.

11. Subject to Clause 10, the Licensee shall keep the land and any and all structures thereon, in a condition satisfactory to the Director who may enter the land and any and all such structures, at all reasonable times, for the purposes of inspecting the same and to ensure that the terms and conditions of this Licence are being well and truly observed and performed.

12. The Licensee shall not, without the prior written permission of the Director, at any time, cut down, injure or destroy, nor cause nor permit to be cut down, injured or destroyed, any tree or trees on the land.

13. No refuse, waste or rubbish of any kind or anything detrimental to the purity of the water of the Rideau Canal and/or River shall be placed or discharged by the Licensee into the said Canal and/or River or upon the land or upon any part of the Rideau Canal reserve land.

14. The Licensee shall comply with all federal, provincial and municipal sanitary and water quality laws that are applicable hereto from time to time.

15. The Licensee shall comply fully with the instructions of the Director in connection with fire and safety precautions and all other matters in connection with the use and occupation of the land.

16. The Licensee shall, at the expense of the Licensee, comply with the provisions of all federal statutes that relate hereto, with the relevant provisions of any regulations made pursuant to such statutes and with the relevant provisions, if any, of all applicable provincial or municipal laws that are not in conflict with the federal law.

17. Notwithstanding anything in this Licence contained, the annual Licence fee herein reserved to His Majesty will be subject to review from time to time by the Minister and may, at his option, be fixed and determined at the beginning of each five (5) year period at any greater or other sum than herein reserved and, in the event that the Licensee refuses to pay such revised sum, this Licence may be cancelled and determined by notice in writing signed by or on behalf of the Minister and forwarded by registered mail to the Licensee at the Licensee's last known address or place of business and after the mailing of such written notification, this Licence shall be determined and ended.

18. This Licence is granted strictly subject to the right of His Majesty to grant leases or licences, as the case may be, at any time, covering the right and privilege or permission to construct, lay, maintain and operate watermains, sewers, gas pipelines, oil pipelines, underground transmission and telephone cables, overhead transmission and telephone lines, on, under, over and across the land without interference from the Licensee and the Licensee shall not, at any time, do anything or cause or permit anything to be done which will in any way interfere with the rights and privileges thereby granted.

19. (a) The Licensee covenants and agrees that all activities on the land shall be conducted in compliance with Applicable Environmental Law, or in accordance with generally accepted environmental practices if there is no Applicable Environmental Law.
- (b) The Licensee covenants and agrees that:
- (i) any required environmental assessments relating to its physical works and activities on the land shall be conducted in accordance with the *Canadian Environmental Assessment Act*, S.C. 1992, c. 37, or any successor or similar legislation and regulations made thereunder, and all applicable federal policies and procedures; and
 - (ii) it shall implement and comply with any specifications, mitigative measures and environmental protection measures as set forth in an environmental assessment referred to in (i) and such specifications, mitigative measures and environmental protection measures shall become covenants which form part of this Licence.
- (c) The Licensee covenants and agrees to ensure that no Contaminant shall be used, emitted, discharged, stored or disposed of as a result of its use of the land except in strict compliance with Applicable Environmental Law, or in accordance with generally accepted environmental practices if there is no Applicable Environmental Law. The Licensee shall implement and comply with any specifications, mitigative measures and environmental protection measures as required by the Minister regarding the use, emission, discharge, storage or disposal of any Contaminant and such specifications, mitigative measures and environmental protection measures shall become covenants which form part of this Licence.
- (d) The Licensee covenants and agrees to provide the Minister with written notice of any anticipated or actual adverse environmental impacts attributable to its use of the land immediately upon discovery by the Licensee, and if the Minister considers remedial action to be necessary, the Licensee hereby agrees to undertake remedial action immediately using the appropriate technology, design or repair to the satisfaction of the Minister and pay the costs of such remedial action. Furthermore, the Licensee agrees that all such remedial action shall be undertaken in accordance with Applicable Environmental Law, or in accordance with generally accepted environmental practices if there is no Applicable Environmental Law and in a manner so as to minimize any impact on the land and elsewhere.
- (e) The Licensee covenants and agrees that should the Licensee fail to take any mitigative measures required by the Minister as set forth in Clause 19 (b) and 19 (c), fail to commence and diligently complete the remedial action required in Clause 19 d), the Minister may, upon written notice to the Licensee, carry out the specifications, complete the required mitigative measures or remedial action and charge the costs thereof, including reasonable costs for administration, to the Licensee, and such costs shall constitute a debt due and owing to His Majesty and shall be payable upon demand.

20. The Licensee shall at all times indemnify and save harmless His Majesty from and against all claims, demands, costs, loss, damages, actions, suits or other proceedings of whatsoever nature and kind and by whomsoever made, brought, sustained or prosecuted which are, in any manner based upon, occasioned by or attributable to or arising out of anything done or suffered or omitted to be done by the Licensee, its officers, servants, agents, contractors, invitees and Licensees or any, some or all of them, in connection with the use and occupation of the land and whether caused by the negligence of the Licensee, its officers, servants, agents, contractors, invitees and licensees or any, some or all of them or otherwise howsoever.

21. The Licensee covenants and agrees that:

- (a) during the Term, it shall, at its sole expense, obtain and maintain comprehensive commercial general liability insurance in the amount of \$2,000,000.00 and on such terms as a prudent license should maintain. Such insurance will provide that His Majesty is named as an additional insured and shall include coverage for bodily injury, including death, to any person, as well as the loss of or damage to any property, to the extent that liability for these things is connected with the Licensee's use of the land. Furthermore, the Licensee shall increase the amount of such insurance and obtain such additional coverage as the Director may from time to time require based on the prevailing limits and coverages for the type of land use described in Clause No. 7;

- (b) the insurance referred to in 21. (a) shall
 - (i) be issued by an insurance company or companies which would be satisfactory to the Director and shall provide for a minimum of thirty (30) days notice in writing by such company or companies to the Licensee and to His Majesty of cancellation or amendment of such insurance;
 - (ii) contain a waiver of any subrogation rights the Licensee's insurers may have against His Majesty and against those for whom His Majesty is responsible in law except in the case of negligence of His Majesty, His Servants and agents and all those for whom His Majesty is responsible at law;
 - (iii) provide for cross liability, that is to say, that the insurance shall indemnify each named insured and each additional insured in the same manner as though separate policies were issued in respect of any action brought against any of the insureds by any other insured;
 - (iv) on the anniversary date for each year this Licence is in effect, the Licensee shall provide the Director with Certificates of Insurance or affidavits from the insurance company or companies confirming that the insurance referred to herein is in full force and effect; and
- (c) it shall not do or omit to do or allow anything to be done or omitted to be done on the land which will in any way impair or invalidate such insurance referred to herein.

22. This Licence may be cancelled forthwith, at any time,

(a) by the Licensee, by notice in writing delivered or mailed addressed to the Director, Ontario Waterways - Rideau Canal National Historic Site, Parks Canada Agency, Department of the Environment, 34 Beckwith Street, South, Smiths Falls, ON, K7A 2A8

b) by or on behalf of the Minister, by notice in writing forwarded by registered mail to the Licensee located at 317 Brock Street, West, Merrickville, ON K0G 1N0.

23. Upon cancellation of this Licence as provided herein, the Licensee shall forthwith, upon notice from the Director, either verbally or in writing so to do, remove at the cost and expense of the Licensee, the property of the Licensee from the land, leaving and restoring the land as nearly as possible in as neat and as clean a condition as originally and in a condition satisfactory to the Director and in case of failure of the Licensee to remove the said property of the Licensee as and in any of the cases above referred to, the said property shall become the property of and shall vest in His Majesty, without any right to compensation on the part of the Licensee therefor and His Majesty may remove the property of the Licensee from the land and restore the land as nearly as possible as originally, and the cost of so doing shall constitute a debt to His Majesty, payable by the Licensee.

24. Upon default or breach in respect of any provision or condition herein, His Majesty may, with or without notice, retake possession of the land, and, thereupon, the Licensee shall forthwith remove the property of the Licensee from the land and upon failure of the Licensee so to do, the said property shall become the property of and shall vest in His Majesty, without any right to compensation on the part of the Licensee therefor.

25. Notwithstanding anything in this Licence contained, His Majesty shall have a lien upon the property of the Licensee for any loss or damage arising by reason of the breach of any of the conditions or provisions hereof or the failure on the part of the Licensee to comply therewith.

26. This Licence may be signed and delivered in any number of counterparts (including counterparts by electronic mail), each of which when signed and delivered is an original but all of which taken together constitute one and the same instrument.

SIGNED, SEALED AND DELIVERED BY
the Director, Ontario Waterways
Rideau Canal National Historic Site
Parks Canada Agency
Department of the Environment
on behalf of His Majesty
in the presence of

Witness

Director, Ontario Waterways – Rideau Canal

SEALED, DELIVERED AND ATTESTED TO
by the Mayor and Treasurer of the Corporation of the
Village of Merrickville-Wolford

Witness

Mayor, Corporation of the Village of Merrickville-
Wolford

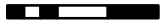
Witness

Treasurer,
Corporation of the Village of Merrickville-Wolford



Turbine

0 10 20 30 m



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The Corporation of the Village of Merrickville- Wolford Schedule "A" 85-2188-606-1098

