



## Staff Report

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**Report No.:** PWE 20 - 2019  
**Meeting Date:** June 19, 2019  
**Submitted by:** Jake Straus, C.E.T. – Transportation Manager  
**Subject:** Sunningdale Pit Licensing Agreement with London Police Services

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### **Recommendation:**

THAT, the Sunningdale Pit Licensing Agreement with London Police Services be approved.

FURTHER THAT staff be authorized to execute the licensing agreement.

### **Purpose:**

To inform council of the licensing agreement between the Municipality of Middlesex Centre and the London Police Services Board attached in Appendix A.

### **Background:**

The Municipality of Middlesex Centre has had an ongoing agreement with the London Police Services Board to allow use of the Sunningdale gravel pit by the London Police Services Board for the purposes of conducting training exercises.

The previous agreement has expired and the London Police Services Board are continually requesting use of the pit for their training exercises. On multiple occasions, the Municipality of Middlesex Centre's designated contact person has received a multitude of requests from different police officers, requesting use of the Sunningdale Pit including requests received outside of regular business hours or with inadequate time before the requested use of the pit.

### **Analysis:**

In order to reduce the Municipality's disruption to the operations of the gravel pit, the Municipality through this agreement will allow a maximum of 10 days between the hours of 9:00 am and 5:00 pm per calendar year for the London Police Services Board to use the pit for their training exercise purposes.

The new agreement will allow the London Police Services Board to provide the Municipality of Middlesex Centre staff an annual calendar of requested dates from hereon with a minimum of one week's written confirmatory notice setting out the date, time, and duration of the required use.

The use of the pit is also being agreed upon that the London Police Services Board appoints a single contact person and contact person's delegate to report to Municipality of Middlesex Centre's designated contact person (Ann Wright, Clerk for the Municipality of Middlesex Centre) via mailing, facsimile or e-mail.

**Financial Implications:**

That the licensee (London Police Services Board) pay the Licensor (Municipality of Middlesex Centre) the sum of FIVE DOLLARS (\$5.00) to grant the licensee permission to access the Licensed Lands (Sunningdale gravel pit).

**Strategic Plans:**

N/A

**THIS LICENSING AGREEMENT** made as of the \_\_\_\_ day of June, 2019.

**B E T W E E N:**

**MUNICIPALITY OF MIDDLESEX CENTRE**  
(hereinafter called the "**Licensor**" or "**Middlesex Centre**")

OF THE FIRST PART;

- and -

**LONDON POLICE SERVICES BOARD**  
(hereinafter called the "**Licensee**" or "**Police**")

OF THE SECOND PART.

**WHEREAS:**

- A. The Licensor is the registered owner of a gravel pit that is located that parcel or tract of land municipally identified as 2301 Sunningdale Road East in the Municipality of Middlesex Centre, Province of Ontario, and commonly described as the Middlesex Centre gravel pit;
- B. The Licensee intend to lease from the Licensor those parts of the Middlesex Centre Lands, all as shown on Schedule "A" attached to this Agreement (the "**Middlesex Centre Lands**").
- C. The London Police Services Board is responsible for the provision of Police Services in the City of London and is comprised of approximately 600 officers, 200 civilians and 22 cadets that are dedicated to serving the diverse community of the City of London (the "**Police**");
- D. The Licensee shall utilize the Middlesex Centre Lands, including but not limited to those areas identified on the attached Schedule 'A' in addition to any other area(s) that are mutually agreed upon by the parties to this Agreement for the purposes of engaging in training activities without limiting the generality of the foregoing that include practice shooting exercises and explosive detonation relevant to the Standard Operating procedures of the Emergency Response Section ("**Training Exercises**"); and,
- E. As part of the Training Exercises the Police shall use live ammunition and other materials regularly used by the Police when engaging in such Training Exercises.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the premises and of the covenants and agreements hereinafter contained on the party of the Licensee, to be observed, fulfilled and performed, and the sum of FIVE DOLLARS (\$5.00) now paid by the Licensee to the Licensor, the receipt of which is hereby acknowledged, the Licensor hereby grants to the Licensee permission to access the Licensed Lands in the manner and for the purposes set out in this Agreement, subject to the limitations and provisions hereinafter set out:

- 1. The above recitals are true in substance and in fact and are hereby incorporated into this Agreement by reference.

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2. The Licensor hereby grants to the Licensee for the benefit of the Licensee, the following licence (the “Licenses”) in, on, over, along, upon and through the following lands at no cost to the Licensee (the lands set out below, being collectively, the “Licensed Lands”) :
  - (a) that portion of the Middlesex Centre Lands and identified on the attached Schedule “A” in red for the purposes of engaging in Training Exercises; and
  - (b) that portion of the Middlesex Centre Lands mutually agreed to by the parties in writing for the purposes of engaging in the Training Exercises.
3. The Licensee is responsible for the Training Exercises undertaken on its behalf pursuant to the Licenses in, on, over, along, upon or about the Licensed Lands and will indemnify and hold harmless the Licensor from and against any injury relating to bodily harm (including death), liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence or acts or omissions by the London Police Services Board, its officers, agents or employees through the use of the Licensed Lands for Training Exercises provided the foregoing indemnity does not apply to or include any actions, suits, claims or demands which may be incurred, sustained or paid as a result of the errors, omissions, negligence or wilful misconduct of the Licensor or anyone for whom the Licensor is at law responsible. Subject to the foregoing limitation, if the Licensor shall be made a party to any actions, suits, claims and demands commenced by or against the Licensee arising from its use of the Licensed Lands, the Licensee shall protect, indemnify and hold Licensor harmless and shall pay all reasonable third party costs and expenses, and legal fees incurred or paid by the Licensor in connection with such actions, suits, claims or demands. The Licensor agrees to give to the Licensee prompt written notice of any such actions, suits, claims or demands promptly upon receipt thereof.
4. The Licensee shall be responsible for any contamination of the Middlesex Centre Property directly caused by, or arising from, any Training Exercises that results in a risk to human health or the environment.
5. Each of the Parties hereto acknowledges and agrees that from and after the date of this Agreement and use of the Middlesex Centre Property for Training Exercises by the Police, if the Police, in its sole, absolute and unfettered discretion, elects to cease the Training Exercises at this location, then the Police will notify the Middlesex Centre of this election in writing and this Agreement will be at an end.
6. The Parties agree that this Agreement shall be in force from May 1, 2019 for a period of five (5) years to April 30, 2024 unless terminated prior thereto by either of the parties pursuant to the terms of this Agreement.
7. The Parties acknowledge and agree that at certain periods throughout the year Middlesex Centre may require the use of the Middlesex Centre Property for its own purposes in its sole and absolute discretion. The London Police agrees to provide an annual calendar

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setting out the anticipate times/dates and no less than a minimum of one (1) weeks' written confirmatory notice to Middlesex Centre setting out the date, time and duration of its required use of the Middlesex Centre Property and if approved by Middlesex Centre the London Police shall be entitled to use the Middlesex Centre Property for the agreed upon time period.

8. The London Police agree that there shall be only one contact person and the contact person's delegate who acts as the contact person for Middlesex Centre as it relates to the use of the Middlesex Centre Property. The contact person and his/her delegate shall be identified annually at the beginning of each year in the first week of January.
9. In the event that Middlesex Centre requires use of the Middlesex Centre Property for its own purposes acting in its sole discretion it shall provide the London Police a minimum of thirty (30) days written notice of the termination of this Agreement.
10. Nothing herein contained shall be construed as giving to the Licensee any more rights than the permission to enjoy the Licensed Lands as provided herein. It is agreed that no length of time or of enjoyment by the Licensee shall enure to give a right to the Licensee to deprive the Licensor by the operation of any limitation period or otherwise of any right to require the removal thereof.
11. Throughout the term of this Agreement, the Licensee shall maintain commercial general liability insurance on an occurrence basis for an amount of not less than Five Million Dollars (\$5,000,000) and shall include Middlesex Centre as an additional insured with respect to the Licensee's operations and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal liability, personal injury, broad form property damage, contractual liability, owners' and contractor's protective products and completed operations, contingent employers liability, cross liability and severability of interest clauses.
12. Any notice required hereby to be given may be given:
  - (a) to the Licensee by mailing, facsimile or e-mail to the following address:

**London Police Services Board**

Attention: OIC Human Resources Branch (or designate)  
601 Dundas Street  
London, Ontario N6B 1X1

Email: [pbastien@londonpolice.ca](mailto:pbastien@londonpolice.ca)

**The Municipality of Middlesex Centre**

Attention: [Ann Wright, Clerk](#)  
Municipality of Middlesex Centre  
10227 Ilderton Road  
Ilderton, Ontario, N0M 2A0

Email: [wright@middlesexcentre.on.ca](mailto:wright@middlesexcentre.on.ca)

Any notice hereunder shall be delivered personally, or by facsimile, registered mail, or by e-mail, and any such notice, or delivery so delivered or sent shall be deemed to have been well and sufficiently given or made and received upon delivery of the same during regular business hours between 9 a.m. and 5 p.m. any notice received after 5:00 p.m. shall be deemed to have been received on the next business day.

13. Either of the Parties to this Agreement may change its address for the purpose of notice by giving the other hereto written notice of such change in address in the manner provided in this Agreement.
14. London Police agrees to use and access the Middlesex Centre Lands only for the purposes identified in this Agreement.
15. London Police shall ensure that the Middlesex Centre Lands, at all times remain in substantially the same condition and state of repair that existed on the date first set out above.
16. London Police agrees to follow its policies and procedures, as may be updated from time to time, for the removal of its live ammunition and other materials as reasonably practicable used in its Training Exercises including but not limited to picking up any shells from the live ammunition upon the completion of a Training Exercise.
17. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.
18. No waiver of any of the provisions contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be construed as further or continuing waiver of any such provision or as a waiver of any provision contained in this Agreement.
19. This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior agreements, representations, warranties, negotiations, discussions and understandings, whether oral or written, express or implied, with respect to the subject matter of this Agreement. Time is and shall continue to be of the essence.

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20. This Agreement shall be read with such changes in number and gender as the circumstances require. This Agreement may be amended, modified, or terminated at any time by a declaration in writing, executed and acknowledged by all the parties to the Agreement or their successors or assigns; this Agreement shall not be otherwise amended, modified or terminated during the term hereof.
21. At any time and from time to time, so long as this Agreement shall remain in effect, upon not less than ten (10) days prior written request by a Party hereto, the other Party hereto being so requested, will acknowledge and deliver to such requesting Party a statement in writing certifying that this Agreement is unmodified and in full force and effect, or if there have been modifications that the same is in full force and effect as modified (stating the modifications), that no default has occurred hereunder or, if so, the nature thereof, and as to such other matters as may be reasonably requested from time to time by a Party hereto, it being intended that any such statement delivered pursuant to this section may be relied upon by any prospective purchaser or mortgagee thereof as the case may be.
22. Subject to provisions of this Agreement, the Licensor will not interfere with the Licensee's use and enjoyment of the Licenses and will not grant any right or do any act or thing which shall prevent reasonable access or the continuous use and enjoyment by the Licensee of the Licensed Lands from time to time.
23. Each of the parties hereto, and each person acting for them, in granting a consent or approval or making a determination, designation, calculation, estimate, conversion or allocation under this Agreement, will act reasonably and in good faith and each expert or other professional employed or retained by a party hereto will act in accordance with the applicable principles and standards of such person's profession. If either Party withholds any consent or approval where it is required to act reasonably, such Party shall, on written request, deliver to the other party a written statement giving the reasons for withholding the consent or approval.
24. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
25. This Agreement shall be construed in accordance with the laws of the Province of Ontario. Time is and shall remain of the essence.
26. Each of the Parties hereto agrees to do, make, cause to be made and execute all such further documents, agreements, assurances, acts, registrations, matters and things and take such further action as may be reasonably required by the other party hereto from time to time in order to more effectively carry out the true intent of this Agreement.

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27. This Agreement may be executed in several counterparts, each of which so executed will be deemed to be an original and such counterparts together will constitute one and the same instrument. Counterparts may be executed either in original, PDF or fax form and the parties shall adopt any signatures received by facsimile machine, email or other means of electronic communication as original signatures of the parties. Any party providing its signature in such manner shall promptly forward to the other party an original of the signed copy of this Agreement which was so delivered.

**IN WITNESS WHEREOF** the parties have executed this agreement, as of the day and year first above written.

**LONDON POLICE SERVICES BOARD**

Per: \_\_\_\_\_

Title:

*I have the authority to bind the Board*

**THE MUNICIPALITY OF MIDDLESEX CENTRE**

Per: \_\_\_\_\_

Title:

*I/We have the authority to bind the Corporation*

**THE MUNICIPALITY OF MIDDLESEX CENTRE**

Per: \_\_\_\_\_

*I/We have the authority to bind the Corporation*

**SCHEDULE "A"**  
**MIDDLESEX CENTRE LANDS**

