

**The Corporation of the Municipality of West Grey**

**By-law Number 78 - 2017**

**Being,** a By-law to authorize the Mayor and Clerk to enter into a License of Occupation Agreement between the Municipality of West Grey and Eh!Tel Networks Inc.;

**Whereas,** the Municipality of West Grey deems it expedient and in the public interest to enter into a License of Occupation Agreement between the Municipality of West Grey and Eh!Tel Networks Inc.;

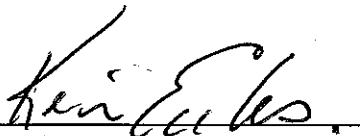
**Now therefore, the Council of the Corporation of the Municipality of West Grey hereby enacts as follows:**

1. THAT the Mayor and Clerk are hereby authorized to enter into a License of Occupation Agreement between the Municipality of West Grey and Eh!Tel Networks Inc., as shown on Schedule "A", attached to and forming part of this by-law.
2. That this By-law shall come into force and take effect upon being passed by Council.

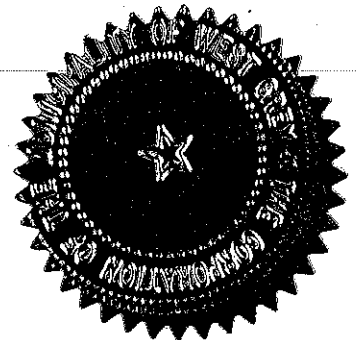
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Read a first and second time this 9<sup>th</sup> day of August, 2017.

Read a third time and finally passed this 9<sup>th</sup> day of August, 2017.

  
Kevin Eccles, Mayor

  
Mark Turner, Clerk



**Schedule "A" to By-law Number 78 - 2017**

**Municipality of**

*West  
Grey*

**License of Occupation Agreement  
- Eh!Tel Networks Inc.**

**LICENSE OF OCCUPATION**

THIS AGREEMENT made in duplication this 9<sup>th</sup> day of August, 2017.

Between:

**MUNICIPALITY OF WEST GREY**  
(hereafter referred to as the "Licensor")

OF THE FIRST PART

**Eh!Tel Networks Inc.**  
(hereafter referred to as the "Licensee")

OF THE SECOND PART

**WHEREAS** the Licensor is the owner of certain lands (hereinafter referred to as the "Premises") particularly known and described as follows:

**DURHAM STAND PIPE WATER TOWER**  
**Located at Intersection of Garafraxa and John Street**

**AND WHEREAS** the Licensee wishes to enter upon the said Premises for the purpose of installing, operating and maintaining communications equipment on the premises as described as follows:

**SEE Schedule B**

**NOW THEREFORE** in consideration of the foregoing and the mutual covenants and conditions herein contained, the parties hereto agree as follows:

1. The Licensor hereby grants to the Licensee a license to enter upon the Premises for the purpose of installing, operating and maintaining the Equipment twenty-four (24) hours a day, seven (7) days a week.
2. The Licensee is permitted to utilize one dedicated 120v 15amp circuit from the electrical panel in the shelter at the base of the water tower.
3. The License granted shall be for a term of Five (5) years commencing on the 9<sup>th</sup> day of August, 2017 and ending on the 9<sup>th</sup> day of August, 2022. The license shall be automatically renewed for an additional Five (5) years unless notification in the form of writing 60 days prior to the 9<sup>th</sup> day of August, 2022 is submitted by either party. The term of this agreement shall expire on the 9<sup>th</sup> day of the August, 2027.

Pending the agreement of West Grey, both parties may initiate a new agreement for another five (5) year agreement.

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4. In lieu of payment, the Licensee shall provide the Municipality of West Grey with a WS-Corporate-25d/5u Wireless Internet Service to the West Grey Municipal Building including a Static IP and a Residential Edge Package to the Glenelg Patrol Garage and the Bentinck Patrol Garage. The Licensee also agrees to provide Residential Edge Package to the Normanby Patrol Garage once the Licensee has provided the infrastructure to do so but no later than two years. If the Licensee cannot provide the service to the Normanby Garage, within the given time frame, the Licensor has the right to negotiate other service having similar value.
5. The Licensee shall be responsible for and resolve any interference issues created with existing hardware on the water tower as used by the Municipality of West Grey services and Spectrum Communications.
6. The Licensee covenants and agrees to indemnify and save harmless the Licensor from any and all claims, demands, actions and damages arising from or out of any act of omission of the part of the Licensee or its employees, contractors, agents or those for whom it is responsible in law arising out or related to this Agreement.
7. The Licensee shall look solely to its insurers in the event of any loss or damage to the Equipment by reason of fire or otherwise howsoever caused and the Licensee waives, releases, and discharges the Licensor from and against all obligations or claims whatsoever arising by reason of or arising out of such loss or damage, whether such obligations or claims arise through the negligence or willful misconduct of the Licensor, its employees, agents or contractors. The Licensee shall carry a minimum of \$5,000,000 liability and further that the Municipality of West Grey is named as additionally insured party. The Licensee shall provide a copy of the insurance certificate to West Grey covering the full term of this agreement.
8. The Licensee shall observe all provisions of any governmental law or regulation relevant to the installation and maintenance of the Equipment.
9. It shall be lawful for the Licensor or for any person authorized by the Licensor at all times to enter upon the Premises to ensure that the provisions herein are being fully complied with by the Licensee.
10. The License granted herein is exclusive for the said frequencies outlined in Schedule B.
11. Changes to Licensee's Equipment: The Licensee shall not construct or install structures or equipment other than as specifically provided in this Agreement nor make any changes to existing structures or Equipment without the prior consent in writing of the Licensor.
12. The Licensor shall not be liable for damage by vandalism by third parties to the Licensee's equipment.

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13. Event of Default

- a) In the event of Default by the Licensee, the Licensor, upon notice to the Licensee (in addition to the other rights or remedies that the Licensor may have under this Agreement or the Lease where the Default occurred, at law or in equity) may exercise any or all of the following remedy:
- i. Terminate the Agreement
- b) In the event of a Default by the Licensor, the Licensee upon notice to the Licensor (in addition to the other rights or remedies that the Licensee may have under this Agreement or the Lease where the Default occurred, at law or in equity) may exercise any or all of the following remedies:
- i. Terminate the Agreement; or
  - ii. Take action to enforce performance by the Licensor of its covenants and take obligations under this Agreement.
- c) If the Licensee files or initiates proceedings or has proceedings files or initiated against it, relating to its liquidation, insolvency, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or other official) under any bankruptcy, insolvency or other similar law or makes an assignment for the benefit of its creditors or enters into an agreement for the composition, extension or readjustment of its obligation in connection with the foregoing, the Agreement, all Leases shall terminate automatically, without notice.
- d) All rights and remedies of either Party provided herein are not intended to be exclusive but rather are cumulative and are in addition to any other right or remedy otherwise available to either Party respectively at law or in equity, and any one or more of either Party's rights and remedies may from time to time be exercised independently or in combination and without prejudice to any other right or remedy either Party may have or may have exercised. The Parties further agree that where any of the remedies provided for and elected by the non-defaulting Party are found to be unenforceable, the non-defaulting Party shall not be precluded from exercising any other right or remedy available to them at law or in equity.
- e) Alternative Dispute resolution: Licensor and Licensee shall attempt to settle any claim or controversy arising out of this License through consultation and negotiation in the spirit of mutual friendship and cooperation. If such attempts fail, then the dispute shall first be submitted to a mutually-acceptable neutral advisor for mediation, fact-finding or other form of alternate dispute resolution. Neither of the parties may unreasonably withhold acceptance of such an advisor, and his or her selection will be made within forty-five (45) days after notice by the other party demanding such mediation. The cost of such mediation or any other alternated dispute resolution agreed upon by both parties shall be shared equally by Licensor and Licensee. Any dispute which cannot be so resolved between the parties within one hundred eighty (180) days of the date of the initial demand by

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either party for such mediation shall be determined by the courts. The use of such a procedure shall not be construed to affect adversely the rights or either party under the doctrines of laches, waiver or estoppel. Nothing in the Section shall prevent either party from resorting to judicial proceedings if (a) good faith efforts to resolve a dispute under this procedure have been unsuccessful, or (b) interim resort to a court is necessary to prevent serious and irreparable injury to a party or to others.

14. The Licensor reserves the right to terminate the contract prematurely with consideration of a sixty(60) day written notice to the Licensee for any reason whatsoever but specifically in the event that the site of the premises becomes economically unworkable or the structure at the premises is unsafe to climb.
15. In the event of termination of this Agreement, the Licensee shall, at its expense, remove its Equipment from the Premises within thirty (30) days of the effective date of termination of this Agreement or such additional period as the parties may agree upon, failing which the Licensor may remove such Equipment. The Licensor will not be responsible for any damage to the Licensee's Equipment. Upon the removal of such Equipment by the Licensor, the Licensor shall have the right to retain the Equipment so removed until the Licensee pays the Licensor's costs of removal thereof and if the Licensee fails to pay such costs within thirty (30) days from the date of removal than the Licensor shall have the further right to sell the equipment so removed.
16. The Licensee shall not assign or transfer the rights and privileges granted hereunder without the prior written consent of the Licensor, such consent not to be unreasonably withheld. The Licensor shall have the right to assign this Agreement without the consent of the Licensee.
17. Any notice required to be given to any party shall be deemed to have been sufficiently given:
  - a) In the case of the Licensor, if personally serviced on any officer or executive of the Licensor, or, if forwarded by mail, addressed to:  
**MUNICIPALITY OF WEST GREY**  
**402813 Grey Road 4**  
**RR#2 Durham, ON**  
**NOG 1R0**  
or to such other address as the Licensor may from Time to time advise by notice in writing
  - b) In the case of the Licensee, if personally served on any officer or executive of the Licensee, or, if forwarded by mail addressed to:  
**Eh!Tel Networks Inc.**  
**392058 Grey Road 109**  
**Holstein, ON.**  
**NOG 2A0**  
or to such other address as the Licensor may from Time to time advise by notice in writing

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18. Wherever the singular or masculine is used in this Agreement the same shall be deemed to include the plural or the feminine, or the body politic or corporate, also the successors and assigns of the parties hereto and each of them (where the context or the parties so require).
19. Nondisclosure: The terms of this Agreement shall remain confidential between Licensor and Licensee, and each party warrants to the other that such party shall use its best efforts to prevent any of its officers, directors, employees, partners, or agents from disclosing the terms and conditions of this Agreement to any third part, without first obtaining the written consent of the other party.

IN WINESS WHEREOF the parties hereto have executed this Agreement by the hands of their proper signing officers.

**MUNICIPALITY OF WEST GREY**

Per (Mayor)

*Kevin Eyles*

*[Signature]*

Party to bind the Corporation

Clerk

*Aug 9, 2017*

Date Signed: August 9, 2017

**Eh!Tel Networks Inc.**

Per

*[Signature]*

Antonius (Twan) Peeters, President  
I have authority to bind the Corporation

*Aug 9, 2017*

Date Signed:

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## Schedule A

Contact Numbers for Eh!Tel Networks Inc.  
Office: 1-519-594-0946

### Emergency Contact Numbers

Antonius (Twan) Peeters, President  
Cell 519-369-4183

Andrew McLean, Network Manager  
Office 519-594-0946 extension 2275  
Cell 519-760-9600

Wendy Grant, Sales Manager  
Office 519-594-0946 extension 2233  
Cell 519-261-0730

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## Schedule B

**EH!TEL Networks Inc.** shall have exclusive use of the following frequencies:

Frequencies:

- 1) 24Ghz unlicensed band
- 2) 5.xGhz unlicensed band (less the frequencies in this band broadcasting from the water tower)
- 3) Frequencies licensed by Industry Canada for EH!tel Networks.  
(3.65 to 3.7Ghz, 11Ghz pending)

**EH!TEL Networks Inc.** Maximum equipment permitted to be installed as part of this agreement consist of the following equipment:

- 1 x Ubiquiti AirFiber 24HD with integrated dish
- 3 x Ubiquiti AirFiber 5X up to 2ft dish
- 6 x Ubiquiti NSMx with intergrated antenna (max quantity 6)
- 9 x outdoor Cat5 UV rated cable runs from equipment to shelter
- 1 x 19" Rack in the shelter for network and network support systems.

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