

**THIS LICENCE AGREEMENT** made in duplicate this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

**BETWEEN: SPECTRUM TELECOM GROUP LTD.**  
(hereinafter referred to as the "Licensor")

**OF THE FIRST PART**

**AND: THE CORPORATION OF THE MUNICIPALITY OF POWASSAN**  
(hereinafter referred to as the "Licensee")

**OF THE SECOND PART**

**TELECOMMUNICATIONS TOWER SITE LICENCE AGREEMENT**

**Site:** Powassan, STG024  
221B Ski Hill Road, Township of Nipissing  
Municipality of Powassan,  
District of Nipissing, ON  
(Coordinates provided on Schedule A attached)

**WHEREAS** the Licensor owns and operates a telecommunications facility and equipment shelter located at 221B Ski Hill Road within the Township of Nipissing referred to hereinafter as the **Site**;

**AND WHEREAS** the Licensor agrees to grant rights to the Licensee to permit the installation, ongoing maintenance, and operation of a VHF radio communications repeater system inside the Licensor's shelter that is located on the Site;

**AND WHEREAS** the Licensor agrees to grant additional rights to the Licensee to allow the connection of its radio communications system to a Licensor-owned antenna system that has been installed on the tower which is also located at the Site;

**NOW THEREFORE**, in consideration of good and valuable compensation, the receipt of which the Licensor acknowledges, and the mutual covenants set out below, the Licensor and Licensee (collectively referred to herein as the **Parties**) agree as follows:

1. **Licensed Facilities:** The Licensor hereby grants the Licensee the right to install a VHF radio repeater system including its associated antenna coupling equipment, as specified in Schedule A, in a designated location inside its equipment shelter that is located at its radio tower Site located on Ski Hill Road in the Township of Nipissing. In addition, the Licensee is permitted to connect its communication system to a Licensor-owned and installed VHF dipole antenna and associated transmission line (as described in Schedule A) that has been installed on the tower structure. The indoor area and outdoor antenna

equipment described above is referred to hereinafter as the **Licensed Facilities**.

2. **Term:** The initial Term of this Agreement shall be **ten (10)** years beginning on the "Commencement Date". This Agreement will renew automatically at the end of the initial or any subsequent Term unless a notice of termination is given in writing by either party. Upon renewal with a subsequent Term, the Licensor reserves the right to negotiate a new Rental Fee schedule.

3. **Commencement Date:** The Commencement date for the Agreement shall be **September 1<sup>st</sup>, 2019**.

4. **License Fee:** In consideration of the rights granted by the Licensor to the Licensee, during the initial Term, a monthly License Fee plus HST, which is indexed on an annual basis, as stipulated in Schedule B, in lawful money of Canada, is payable in advance and will be invoiced by the Licensor (to the Licensee) on or about the first day of the month.

Any future or additional requirements for ground, shelter, tower mounted equipment, or hydro energy that may be requested by the Licensee, will be negotiated when requested. The Licensor will consider antenna size, tower loading complications, available space, hydro capacity, and any other factors it considers prudent before granting it approval and setting the monthly rental fee.

5. **Access:** The Licensee or its contracted agents, at all times, shall have escorted access to its indoor equipment throughout the agreement Term for the purpose of installing, checking, maintaining, and repairing of its Equipment. If the Licensee has entered into a separate maintenance agreement (MA) with the Licensor or has made other arrangements agreeable to the Parties, for ongoing repairs or maintenance of the Licensee's equipment, the terms and conditions of the that agreement shall prevail with respect to Site access.

6. **Connections for Hydro Energy and Telecommunication Services:** The Licensee, at its cost, has the right to access and connect its equipment to telecommunications facilities that serve the Site. Any arrangements (including cost) of any telecommunications services or backhaul facilities provided by the Licensee to the Licensor shall be covered by separate agreement.

Electrical energy used by the Licensee to power the equipment referenced in Schedule A shall be supplied by the Licensor. The power feed supplied by the Licensor shall be in the form of one (1) unprotected 110/220 VAC, 15 ampere circuit. The Licensor is not responsible for protecting or providing back-up protection of the Utility's supply of electrical energy to the Licensee's equipment. For clarity, the Licensee has provided its own battery backup facility as specified in Schedule A.

7. **Use of VHF Antenna:** The Licensor agrees to allow the Licensee to connect to and use, for the duration of this agreement, one (1) existing multi-element, stacked dipole antenna that is located on the tower in a position previously chosen by the Licensor. The Licensee's use of this antenna will be restricted to one (1) receiver station supporting one (1) VHF frequency pair assignment. The Licensee will retain ownership of the additional antenna multi-coupler

equipment that is used to properly couple the Licensee's receiver stations to the Licensor's antenna system. The Licensor agrees to maintain, at its cost, the antenna and transmission line in good working order over the term of the agreement and any extensions thereto.

8. **Abandonment of Site:** Should the Licensor chose to decommission or abandon the Site, for whatever reason, if possible, the Licensor shall provide the Licensee with 180 days' prior written notice to terminate the Agreement and the Licensee covenants and agrees to remove its equipment.
9. **Termination of Agreement:** This Agreement may be terminated by either party during the initial Term or any extension Term by giving a ninety (90) days' prior written notice.
10. **Indemnification:** Each party (an "indemnifying party") covenants and agrees to indemnify and save harmless the other party from any costs, damages, or loss whatsoever suffered by the other party by reason of the negligence of the indemnifying party. The Licensee further covenants and agrees to be responsible for and pay for any damage to persons or property caused by the installation or maintenance of the said equipment. Notwithstanding any of the foregoing, neither party shall be liable for damage to persons or property caused by the negligence of the other party or those for whom the other party is responsible in law.
11. **Maintenance of Site:** The Licensor shall keep the premises in good repair.
12. **Removal of Licensee's Equipment:** The indoor equipment shall be and remains the property of the Licensee and must be removed upon termination of the Agreement unless alternate arrangements agreeable to both parties have been made.
13. **Compliance with Applicable Law:** The Licensee covenants and agrees that the installation of the said equipment, and the maintenance thereof will be done in compliance with all applicable lawful by-laws, rules, and regulations of the jurisdiction and municipality in which the tower is located or any other competent authority and further covenants and agrees to save harmless the Licensor from any costs, charges or damage to which the Licensor may be put or suffer by reason of the Licensee's breach of any such applicable by-laws, rules and regulations.
14. **Confidentiality:** During the course of this Agreement, the Parties may, acquire certain proprietary information from the other Party that relates to its business operations, services, site locations, equipment used on the Site, its customers, and products. The Parties agree to use such information only in the performance of its obligations hereunder and agrees to retain all such information in confidence and will not disclose it during or after the Term of this Agreement except to its employees, agents, or consultants on a need-to-know basis. However, nothing in this Agreement will prevent disclosure of such information that is generally available to the public in printed form or through the media. The provisions of this Article shall survive and remain in effect following any termination of this Agreement.

15. **No Agency, Partnership, or Rights Created:** Nothing contained herein shall be deemed or construed by the parties as creating the relationship of principal and agent, a partnership, or joint venture between the parties, it being understood and agreed that none of the provisions contained herein nor any acts of the parties shall create any relationship between parties other than that of Licensor and Licensee.
16. **Successors and Assigns:** The terms and conditions of this agreement shall extend to and bind the heirs, personal representatives, successors, and assigns of the Licensor and Licensee.
17. **Notices:** Notices shall be in writing and sent by mail, postage prepaid, deemed received five (5) days after mailing or by facsimile transmission, deemed received on date transmitted, to the Contact address or facsimile number of the parties set forth below. The Licensee or Licensor may, from time to time, designate another address or Contact to which notices are to be sent.

18. **Contacts:**

The Licensee (Notices):

The Municipality of Powassan  
250 Clark Street  
PO Box 250  
Powassan, ON P0H 1Z0

Telephone No. (705) 724-2813

Facsimile: (705) 724-5533

Email: [office@powassan.net](mailto:office@powassan.net)

The Licensee (Rental Invoices):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_

The Licensor:

Spectrum Telecom Group Ltd.

Attn: General Manager

505 Froot Road

Sudbury Ontario P3C 5A2

Telephone No. (705) 673-6661

Facsimile No. (705) 673-0957

(HST Number: 84426 5298 RT0001)

Email: [ghatton@spectrumtelecom.ca](mailto:ghatton@spectrumtelecom.ca)

IN WITNESS WHEREOF the parties have executed the Agreement as follows,

**Licensor:**

By the **Spectrum Telecom Group Ltd.** on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_

Name: Jason Bionda

Title: Vice President Broadband Networks

I have authority to bind the corporation.

\_\_\_\_\_  
Witness: (to the signature of J. Bionda)

**Licensee:**

By **The Corporation of the Municipality of Powassan** on the \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_

By:  \_\_\_\_\_

Name: Peter McIsaac

Title: Mayor

\_\_\_\_\_  
Witness: (to the signature of P. McIsaac)

By:  \_\_\_\_\_

Name: Maureen Lang

Title: CAO-Clerk Treasurer

\_\_\_\_\_  
Witness: (to the signature of M. Lang)

We have authority to bind the corporation.

(Schedules "A" and "B" attached)

**Schedule A**

**Permitted Licensee Equipment Installation & Antenna Usage at  
Powassan, Ski Hill Road Tower Site**

Site Code: STG024  
Site Coordinates: Latitude 46.0629°, Longitude -79.4352°  
Ground Elevation: 362 meters

**Table A: Indoor Equipment (Supplied by Licensee)**

QTY	Description	Shelter Floor Plan Location	AC Breaker/Circuit
1	VHF Repeater Station Rack - Rack-mount Power Supply - Backup Battery consisting of two (2) 75 AH lead-acid type battery units	As specified by Lessor	15 Amp
1	Antenna Multi-Coupler Assembly equipped with four (4) can-type filter cavities	As specified by Lessor	N/A

**Table B: Permitted Antenna Usage (antenna and transmission line supplied and owned by Licensee)**

QTY	Description	Height on Tower (AGL)	Antenna Orientation
1	VHF Stacked Dipole Array	TBD	Azimuth TBD

Note: AVA550 type or similar transmission line (supplied and installed by Licensor) is used to connect the VHF antenna to the radio/antenna coupling equipment that is located inside the shelter.

Schedule B

Monthly License Fee Schedule for Ski Hill Road Tower & Shelter (Indexed approximately two (2) percent annually on January 1st)													23-Sep-19
Item No.	Antenna and Indoor Equipment	Quantity	Year 2019	Year 2020	Year 2021	Year 2022	Year 2023	Year 2024	Year 2025	Year 2026	Year 2027	Year 2028	Year 2029
1	Equipment per Schedule A	1	300	306	312	318	325	331	338	345	351	359	366
Total Monthly Attachment Fees (excluding HST)			\$300	\$306	\$312	\$318	\$325	\$331	\$338	\$345	\$351	\$359	\$366