

TELECOMMUNICATIONS MUNICIPAL ACCESS AGREEMENT

This **MUNICIPAL ACCESS AGREEMENT** effective the 5 day of November, 2024 (“**Effective Date**”).

B E T W E E N:

THE TOWNSHIP OF LUCAN BIDDULPH

(the "**Township**")

OF THE FIRST PART

- and -

NORTH FRONTENAC TELEPHONE MIDDLEWEST CORP.

(the "**Company**")

OF THE SECOND PART

WHEREAS:

- A. The Company is a “Canadian carrier” as defined in the *Telecommunications Act*, S.C. 1993, c.38 (“**Telecom Act**”) or “distribution undertaking” as defined in the *Broadcasting Act*, S.C. 1991, c.11 (collectively, a “**Carrier**”) and is subject to the jurisdiction of the Canadian Radio-television and Telecommunications Commission (the “**CRTC**”);
- B. In order to operate as a Carrier, the Company requires to construct, maintain and operate its Equipment in, on, over, under, across or along (“**Within**”) the highways, streets, road allowances, lanes, bridges or viaducts which are under the jurisdiction of the Township (collectively, the “**Rights-of-Way**” or “**ROWs**”);
- C. Pursuant to section 43 of the *Telecom Act*, the Company requires the Township’s consent to construct its Equipment Within the ROWs and the Township is willing to grant the Company a non-exclusive right to access and use the ROWs; provided that such use will not unduly interfere with municipal operations, equipment or installations and the public use and enjoyment of the ROWs, nor any rights or privileges previously conferred or conferred after the Effective Date by the Township on Third Parties to use or access the ROWs; and
- D. The Parties have agreed that it would be mutually beneficial to outline the terms and conditions pursuant under which the Township hereby provides its consent.

NOW THEREFORE in consideration of the mutual terms, conditions and covenants contained herein, the Parties agree and covenant with each other as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 **Definitions.** Where not defined elsewhere in this Agreement, the following words and phrases shall have the following meanings:

- (a) **“Infrastructure Ontario – AHSIP Project”** means Company owned fibre optic cable and conduit to be installed in the Township owned ROWS in association with the Infrastructure Ontario – ASHIP Project.
- (b) **“Affiliate”** means “affiliate” as defined in the *Canada Business Corporations Act*.
- (c) **“Annual CPI Adjustment”** means an annual adjustment to the amount of the payment compared to the previous year, in an amount equivalent to the increase, if any, to the rate of inflation as determined by the Consumer Price Index (normally released by Statistics Canada in January of each year) which shall occur annually through the duration of the Term.
- (d) **“Anti-Bribery Law”** means any anti-bribery law or international convention, as may apply now or in the future, including the Canadian Corruption of Foreign Public Officials Act, the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act and the OECD Convention on Combating Bribery of Foreign Public Officials.
- (e) **“CRTC”** means the Canadian Radio-television and Telecommunications Commission.
- (f) **“Emergency”** means an unforeseen situation where immediate action must be taken to preserve the environment, public health, safety or an essential service of either of the Parties.
- (g) **“Equipment”** means the transmission and distribution facilities owned by the Company and/or its Affiliates, comprising fibre optic, coaxial or other nature or form of cables, pipes, conduits, poles, ducts, manholes, handholds and ancillary structures and equipment located Within the ROWs.
- (h) **“Hazardous Substance”** means any harmful substance including, without limitation, electromagnetic or other radiation, contaminants, pollutants, dangerous substances, dangerous goods and toxic substances, as defined, judicially interpreted or identified in any applicable law (including the common law).
- (i) **“Individual Permit Security”** means any Individualized Permit Security identified in *Schedule “B” Fees, Permits and Security* required for an individualized Roads Permit, as set out in *Schedule “C” Permits Required and Schedule “B” Fees Permits and Security*, which may be paid from the Blanket LOC provided for in section 10.6 of this Agreement.

- (j) **“One-time Causal Cost Fee”** means a one-time causal costs fee in the amount of one thousand dollars (\$1,000.00) to be paid to the Township by the Company within thirty (30) days of endorsement of this Agreement. The One-time Causal Cost Fee is in addition to the Annual Causal Cost Fee and compensates the Township for the costs of technical review of submissions by the Company which will be incurred by the Township in the Infrastructure Ontario – AHSIP Project.
- (k) **“Municipal Consent”** or **“MC”** means the written consent of the Township, with or without conditions, to allow the Company to perform Work Within the ROWs that requires the excavation or breaking up of the ROWs.
- (l) **“Roads Permit or Permit”** means a permit that provides approval, including where required Municipal Consent, for the Work and may be: an Entrance Permit; Road Occupancy Permit; Use Permit; Construction Permit; Alteration Permit; or a Moving Oversized Load Weight Vehicles on Municipal Roads Permit.
- (m) **“Service Drop”** means a cable that, by its design, capacity and relationship to other fibre optic cables of the Company can be reasonably considered to be for the sole purpose of connecting backbone of the Equipment to not more than one individual customer or building point of presence.
- (n) **“Term”** means the Initial Term as identified in paragraph 9.1 herein, being twenty (20) years, plus any renewal options exercised in accordance with subparagraph 9.1(a) (through November 5, 2044), subject to the termination provisions in subparagraphs 9.2, 9.3 and 9.4.
- (o) **“Third Party”** means any person that is not a party to this Agreement nor an Affiliate of either Party, and includes any person that attaches its facilities in, on or to the Equipment under an agreement with the Company.
- (p) **“Work”** means, but is not limited to, any adjustment, alteration, breaking up, construction, disturbance, excavation, installation, maintenance, removal, operation, relocation, repair, replacement, restoration on, under, over, or within any ROW, including any Equipment therein, and the use of any oversize/overweight vehicles in connection with the Work.
- (q) **“Loading Factor”** means a causal costs fee, raising the Permit Fee for any permit required to \$400.00 subject to CPI index for the coming year in Ontario, as determined by Statistics Canada, secured by the Blanket Security.

1.2 **Legislation.** All references to statutes in this Agreement shall include amendments thereto, regulations thereof, and successor legislation thereafter.

1.3 **Recitals, Schedules and Incorporated Documents.** The beginning part of this Agreement entitled “Recitals”, *Schedule “A”* and *“B”*, and the By-laws and Municipal Policies

referred to in this Agreement are hereby incorporated by reference into this Agreement and form part thereof:

Schedule "A" – Relocation Costs

Schedule "B" – Fees, Permits & Security

Schedule "C" – Permits Required

2. USE OF ROWs

- 2.1 **Consent to use ROWs.** The Township hereby consents to the Company's use of the ROWs for the purpose of performing its Work, subject to the terms and conditions of this Agreement and in accordance with all applicable laws or other municipal by-laws, rules, policies, standards (including design standards and guidelines) ("**Municipal Standards**") pertaining to the Equipment and the use of the ROWs.
- 2.2 **Proviso.** Notwithstanding section 2.1 and any other provisions of this Agreement, to the extent that any Municipal Standards are inconsistent with the terms of this Agreement or federal law, the Company shall not be required to comply with such Municipal Standards.
- 2.3 **Equipment acquired by the Company.** The Parties agree that, where the Company acquires, or has acquired, directly or indirectly, facilities from a Third Party that are located Within the ROWs (the "**New Equipment**"), then, effective the day of the acquisition of the New Equipment by the Company:
- (a) the New Equipment shall form part of the Equipment and shall be governed by the terms and conditions of this Agreement; and
 - (b) where that Third Party is a Party to a valid and existing municipal access agreement with the Township (the "**Old MAA**") and the Company, directly or indirectly, acquires the rights and obligations under the Old MAA, the Old MAA shall be terminated.
- 2.4 **No ownership rights.** The Parties acknowledge and agree that:
- (a) the use of the ROWs under this Agreement shall not create nor vest in the Company any ownership or property rights in the ROWs; and
 - (b) the placement of the Equipment Within the ROWs shall not create or vest in the Township any ownership or property rights to the Equipment.
- 2.5 **Condition of ROWs.** The Township makes no representations or warranties as to the state of repair of the ROWs or the suitability or fitness of the ROWs for any business, activity or purpose whatsoever, and the Company hereby agrees to accept the ROWs on an "as is"

basis.

3. APPLICABLE PERMITS

3.1 Permits.

- (a) Subject to Section 3.2, 3.4, and *Schedule "C" Permits Required* (attached hereto and forming part of this Agreement), the Company shall not excavate, break up, disturb, or do any Work within any ROW without first obtaining the applicable Permits, which may include Municipal Consent (MC), Road Occupancy Permit, Use Permit, Construction Permit, Alteration Permit, Roads Permit(s), or Working in Road Allowance Permit. The Working In Road Allowance Permit requires a permit fee of \$75.00 and a minimum security deposit of \$1,000. The Company shall not perform any Work without obtaining the necessary permits as described in this section 3.1.
- (b) For each Permit required above, the Company shall submit to the Township a completed application, in a form specified by the Township and including the Permit fees, deposits, and security associated as set out in *Schedule "B" Fees, Permits and Security* to this Agreement under the heading of Permit Fees and Individual Permit Security. In the event there is a *bona fide* reason to adjust any fees in this *Schedule "B" Fees, Permits and Security* beyond any CPI index for the coming year in Ontario, as determined by Statistics Canada (which includes any municipal restructuring of the manner in which the Township generally administers causal costs, roads permits, individualized permit security and road degradation fees), the Township shall negotiate the additional increase with the Company, and amend this *Schedule "B" Fees, Permits and Security* accordingly.

3.2 **No Permits for routine Work.** Notwithstanding Section 3.1, the Company may conduct the activities identified in the "Notification Only" and "No Further Permit or Notification" Categories with only advance notice or notification as identified in *Schedule "C" Permits Required*, without first obtaining a Permit, provided that in no case shall the Company break up or otherwise disturb the hard surface of the ROW without the Township's prior written consent.

3.3 **Expiry of Permit.** In the event that the Company has not commenced construction of the approved Work associated with a particular Permit within one hundred and eighty (180) days of the date of issuance of the Permit and has not sought and received an extension to the Permit from the Township, which extension shall not be unreasonably withheld, the Permit shall be null and void. In such circumstances, any fees paid by the Company in respect of the expired Permit shall not be refunded and the Company must obtain a new Permit for the Work.

- 3.4 **Submission of plans.** Unless otherwise agreed to by the Township, the Company shall, prior to undertaking any Work that requires a Municipal Consent, submit the following to the Township:
- (a) construction plans of the proposed Work, showing the locations of the proposed and existing Equipment and other facilities, and specifying the boundaries of the area within the Township within which the Work is proposed to take place;
 - (b) Traffic control plans for the protection of the workers, public and traveling public including detours as required to minimize traffic disruption; and
 - (c) all other relevant plans, drawings and other information as may be normally required by the Public Works Department from time to time for the purposes of issuing Permits.
 - (d) in the event field changes are required from the construction drawings submitted, the Company shall consult with the Township prior to installation to ensure there is no impact to municipal operations or future plans, failure to consult may result in the equipment being relocated at the sole cost of the Company and at no cost to the Township.
- 3.5 **Refusal to issue Permits.** The Township may refuse to issue a Permit in accordance with Section 3.1 for any *bona fide* municipal purpose, including but not limited to reasons of public safety and health, conflicts with existing infrastructure, proposed road construction, or the proper functioning of public services, all as identified in writing by the Township. Without limiting the foregoing, the Township may refuse to issue a Permit where, in the opinion of the Director of Public Works and Engineering Department, there is insufficient space within a ROW to accommodate the proposed Equipment subject to existing infrastructure and the Capital Works Plan as defined in *Schedule "A" Relocation Costs*. In the event the Director of Public Works and Engineering Department refuses to issue a Permit for the reasons set out in this section 3.5, the Township shall make reasonable efforts to assist the Company in finding an alternate location for its Equipment.
- 3.6 **Reduced Load Regulation.** The Township does not have an existing Reduced Load Regulation Exemption Permit at the time of executing this Agreement. However, should such a permit be established in the future, the Company shall abide by the reduced-load regulations applicable in the Township, as amended or replaced.
- 3.7 **Limited Scope of Approval.** In this MAA, the Township approves the placement, construction, inspection, maintenance, alteration, enlarging, repair, replacement, relocation, and/or removal of the Equipment, subject to Permits. Without limiting clause 11.1 of this MAA, the Company expressly acknowledges and agrees that the placement, construction, inspection, maintenance, alteration, enlarging, repair, replacement,

relocation, and/or removal of the Equipment in and from the road allowance is entirely and solely at 100% the Company's own risk and expense without liability or responsibility of the Township and that the Township does not:

- (a) warrant or approve the business operations or any other intended practices of the Company, as such is beyond the municipal role of approving the ability for a Company to place, construct, inspect, maintain, alter, enlarge, repair, replace, relocate, and/or remove the Equipment in its road allowances;
- (b) have any relationship, contractual or otherwise, with any of the Company's contractors, subcontractors, or third parties which a Company may make arrangements with for the placement, construction, inspection, maintenance, alteration, enlarging, repair, replacement, relocation, and/or removal of the Equipment (other than the Company must ensure that the terms of the Permit are adhered to); and
- (c) opine or authorize in any manner that any Equipment authorized to be installed pursuant to any one Municipal Permit be connected to any equipment or infrastructure authorized by another Permit, for such connections are governed by private contract between equipment owners and is beyond the municipal role of approving the ability for a Company to place, construct, inspect, maintain, alter, enlarge, repair, replace, relocate, and/or remove the Equipment in its road allowances.

3.8 **Restoration of the Company's service during Emergencies.** Notwithstanding Section 3.1, in the event of an Emergency, the Company shall be permitted to perform such remedial Work as is reasonably necessary to restore its services without complying with Section 3.1; provided that such Work does not unduly disrupt any Municipal service or activity and provided that the Company does comply with Section 3.1 within five (5) business days of completing the Work.

3.9 **Temporary changes by Township.** Notwithstanding any other provision in this Agreement, the Township reserves the right to set, adjust or change the approved schedule of Work by the Company for the purpose of coordinating or managing any major events or activities, including the restriction of any Work during those restricted time periods; provided however, that any such adjustment or change shall be conducted so as minimize interruption to the Company's operations. The Township shall use its commercially reasonable efforts to provide to the Company forty-eight (48) hours advance written notice of any change to the approved schedule of Work, except that, in the case of any Emergency, the Township shall provide such advance notice as is reasonably possible in the circumstances.

4. **MANNER OF WORK**

- 4.1 **Compliance with Applicable Laws, etc.** All Work shall be conducted and completed to the satisfaction of the Township and in accordance with:
 - (a) the applicable laws (and, in particular, all laws and codes relating to occupational health and safety);
 - (b) the Municipal Standards;
 - (c) this Agreement; and
 - (d) the applicable Permits issued under Section 3.1.
- 4.2 **Underground Equipment.** The Company shall place those portions of the Equipment that cross beneath streets or existing buried utilities in ducts, carrier pipes or encased in concrete, or as otherwise specified by the Township acting reasonably.
- 4.3 **Installation.** The Company where technically viable, shall utilize construction methods that minimize the impact on the ROWs, including but not limited to trenchless installation technology and single trench installation methods.
- 4.4 **Suspension of Work.** The Township may order the suspension of the Work for breach of permit conditions and any *bona fide* municipal purpose or cause relating to public health and safety, any special events, or any circumstances beyond its control. In such circumstances, the Township shall provide the Company with a verbal order and reasons to suspend the Work and the Company shall cease the Work immediately. Within two (2) business days of the verbal order, the Township shall provide the Company with a written Work suspension order with reasons. When the reasons for the Work suspension have been resolved, the Township shall advise the Company immediately that it can recommence the Work.
- 4.5 **Coordination of Work.** To minimize the necessity for road cuts, construction and the placement of new Equipment Within the ROW, the Company shall use reasonable efforts to coordinate its work with other existing and new occupants of the ROW and make commercially reasonable efforts to reach an agreements for the use of shared infrastructure, wherever possible.
- 4.6 **Identification of contractors.** The Company shall ensure that all of its contractors have proper identification visible on the Work site displaying the name of the person for which they work.
- 4.7 **Emergency contact personnel.** The Company and the Township shall provide to each other a list of twenty-four (24) hour emergency contact personnel available at all times and shall ensure that the list is kept current.
- 4.8 **Emergency work by Township.** In the event of an Emergency, the Township shall as soon as reasonably practicable contact the Company and, as circumstances permit, allow

the Company a reasonable opportunity to remove, relocate, protect or otherwise deal with the Equipment, having regard to nature of the Emergency. Notwithstanding the foregoing, the Township may take such measures it deems necessary to re-establish a safe environment, and the Company shall pay the Township's reasonable and verifiable costs that are directly attributable to the Work or the presence of the Equipment in the ROWs.

- 4.9 **“As-built” drawings.** The Company shall, no later than sixty (60) days after completion of any Work, provide each of the Public Works Department and Engineering Department with accurate “as-built” drawings, prepared in accordance with Municipal Standards to accurately establish the location of the Equipment installed within the ROWs. As-built drawings shall be provided in electronic format suitable to be incorporated into the Township's GIS mapping. “As-built” information is provided a reference only. The Township shall direct all inquiries regarding the location of the Equipment to the Company. Access to Company “as-built” records are for use by the Township only and shall not be distributed or disclosed to other parties without prior written consent of the Company. In the event the “as built” drawings are not provided within sixty (60) days after the completion of any Work, the Township shall provide the Company with a Dispute Notice and the Dispute shall be considered by the Parties to be beyond the operational level. The Parties shall proceed to resolve the ‘delivery of drawings’ Dispute between senior officers or CRTC mediation as described in section 15.2 of this Agreement.
- 4.10 **Agents and Sub-contractors.** Each Party agrees to work with the other Party directly to resolve any issues arising from any the acts, omissions or performance of its agents and sub-contractors.

5. REMEDIAL WORK

- 5.1 **General.** Following the completion of any Work, the Company shall leave the ROW in a neat, clean, and safe condition and free from nuisance, all to the satisfaction of the Township. Subject to Section 5.5, where the Company is required to break or disturb the surface of a ROW to perform its Work, it shall repair and restore the surface of the ROW to the same condition it was in before the Work was undertaken, all in accordance with the Municipal Standards and to the satisfaction of the Township. The Company shall not under any circumstances, place asphalt on soil or place sod on limestone screening. In the event the Company fails to restore a ROW as set out above, the Township may cause the ROW to be fully restored by drawing upon the Blanket LOC provided pursuant to section 10.6 of this Agreement.
- 5.2 **Permanent Road Restoration.** If the Company has excavated, broken up or otherwise disturbed the surface of a ROW, the requirements for the Company completing the road restoration work will vary depending on if and when pavement has been recently repaved or overlaid, as follows:

- (a) if pavement has been repaved or overlaid during the five (5) year period immediately prior to the date of issuance of the Permit, then the Township may require that the Company grind and overlay the full lane width of pavement in the ROW;
- (b) if pavement has been repaved or overlaid during the two (2) year period immediately prior to the date of issuance, then the Township may require that the Company grind and overlay the full width of the pavement in the ROW;
- (c) in either subsections (a) or (b) above, if Third Parties, including the Township as a provider of services to the public, has excavated, broken up or otherwise disturbed the pavement to be ground and overlaid, the costs of that grind and overlay will be apportioned between the Company and the Third Parties on the basis of the area of their respective cuts.
- (d) the Township will not require grind and overlay under subsections (a) or (b) above for road restoration work involving:
 - i) service connections to buildings where no other reasonable means of providing service exists and the Company has no requirement to provide service before the new pavement was placed;
 - ii) emergencies; and
 - iii) other situations deemed by the Municipal Engineer to be in the public interest; and
- (e) if the Township has required the Company to grind and overlay under either subsections (a) or (b) above, the Company will have no obligation to pay pavement degradation fees in relation to that pavement.

The Pavement Degradation Fees set out in *Schedule "B"* will be applied to any restoration work of pavement and will be noted in the Roads Permit. In the event the fees are unpaid, the Township shall draw upon the security as set out in section 10.6.

- 5.3 **Temporary repair.** Where weather limitations or other external conditions beyond the control of the Company do not permit it to complete a final repair to the ROW within the expected period of time, the Company may complete a temporary repair to the ROW; provided that, subject to Section 5.5, the Company replaces the temporary repair with a final repair within a reasonable period of time. All repairs to the ROW by the Company

shall be performed in accordance with the Municipal Standards to the satisfaction of the Director of Public Works and Engineering Department.

If a temporary repair gives rise to an unsafe condition, then this shall be deemed to constitute an Emergency and the provisions of Section 4.9 shall apply.

5.4 **Warranty of repairs.** The Company warrants its temporary repair, to the satisfaction of the Township until such time as the final repair is completed by the Company, or, where the Township is performing the final repair, for a period of one (1) years or until such time as the final repair is completed by the Township, whichever is earlier. The Company shall warrant its final repairs for a period of two (2) years from the date of their completion.

5.5 **Repairs completed by Township.** Where:

- (a) the Company fails to complete a temporary repair to the satisfaction of the Township within seventy-two (72) hours of being notified in writing by the Township, or such other period as may be agreed to by the Parties; or
- (b) the Company and the Township agree that the Township should perform the repair,

then the Township may effect such work necessary to perform the repair and the Company shall pay the Township's reasonable and verifiable direct costs of performing the repair.

6. LOCATING FACILITIES IN ROWs

6.1. **Locates.** The Company agrees that, throughout the Term it shall, at its own cost, record and maintain adequate records of the locations of its Equipment. Each Party shall, at its own cost and at the request of the other Party (or its contractors or authorized agents), physically locate its respective facilities by marking the ROW using paint, staking or other suitable identification method ("**Locates**"), under the following circumstances:

- (a) in the event of an Emergency, within two hours of receiving the request or as soon as practicably possible, following which the requesting Party will ensure that it has a representative on site (or alternatively, provide a contact number for its representative) to ensure that the area for the Locates is properly identified; and
- (b) in all other circumstances, within a time reasonably agreed upon by the Parties.

6.2. **Utility co-ordination committee.** The Company shall participate in a utility co-ordination committee established by the Township and contribute to its equitable share of the reasonable costs of the operation and administration of the committee as approved by such committee.

6.3. **Provision of Mark-ups.** The Parties agree to respond within fifteen (15) days to any

request from the other Party for a mark-up of municipal infrastructure or Equipment design drawings showing the location of any portion of the municipal infrastructure or Equipment, as the case may be, located within the portion of the ROWs shown on the plans (the “**Mark-ups**”), and shall provide such accurate and detailed information as may be reasonably required by the requesting Party.

- 6.4. **Inaccurate Company Locates.** Where the Company’s Locates do not accurately correspond with the location of the Equipment and, as a result, the Township is unable to install its facilities within the municipal ROWs in the manner it expected based on the Locates provided by the Company (the “**Error**”), the Company shall pay the Township the direct costs stemming from the Error.
- 6.5. **Error Caused by Third Party.** An Inaccurate Locate resulting from Equipment relocated due to ground movement stemming from, among other things, weather conditions or work or activities carried out by a third party not retained by the Company or by the Township is not an Error. In the event of a disagreement as to the existence of an Error, the parties agree to work together to determine whether or not the Error stems from ground movement or work or activities carried out by third parties not retained by the Company or by the Township.

7. **RELOCATION OF EQUIPMENT**

- 7.1 **Township Request.** Where the Township requires and requests the Company to relocate its Equipment for a *bona fide* municipal purpose, the Township shall notify the Company in writing and, the Company shall complete the requested relocation within ninety (90) days thereafter or such other time as agreed to by the Parties where the cost of relocating Equipment at the request of the Township as set out in **Schedule “A”**. In the event that the Company fails to relocate its equipment to the standard required by the Township, the Company and its representatives, successors and assigns hereby agrees to a Consent Judgement Order in the Ontario Superior Court of Justice requiring the Company to complete the relocation of its Equipment in accordance with *Schedule “A”*.
- 7.2 **Upon Request of the Company.** In the event that the Company wishes to relocate Equipment which has been previously installed in accordance with this Agreement at one hundred percent (100%) its own expense, the Company shall notify the Township of such request, in writing, and such request will thereafter be considered and administered by the Township acting reasonably and with diligence giving due consideration to the scope of the works already undertaken by the Company Within the ROWs, provided that, in considering and administering such request the Township shall be entitled to take into consideration any specific municipal or engineering interests affected by such relocation including any additional facilities located Within the ROWs. Notwithstanding the

foregoing, the Township shall not be permitted to unreasonably withhold, delay or condition its approval for such request.

7.3 **Request by Third Party.** Where relocation of Equipment is required due to the Township accommodating a third party (the "**Third Party Work**"), the required relocation or related installation work shall be conducted by the Company in accordance with the terms of this Agreement respecting installation, and the full cost of the amendment or Relocation shall be borne solely by the third party and paid in advance. The Township agrees to provide the Company with ninety (90) days' notice of the need for any such Third Party Work and to require that the relevant third party or parties bear the full cost of such Third Party Work and indemnify the Company against all claims and liabilities arising from the amendment or Relocation as a condition precedent to any such amendment or Relocation.

7.4 **Municipal efforts.** The Township will make reasonable efforts to avoid any unnecessary relocations. Where any relocation of Equipment occurs, the Township will make good faith efforts to provide alternative routes for the Equipment affected by the relocation to ensure uninterrupted service to the Company's customers. Once the Company has provided the Township with all information the Township requires to enable it to process a Permit application, the Township shall provide, on a timely basis, all Permits required to allow the Company to relocate the Equipment to meet the applicable deadlines.

8. PAYMENT OF FEES

8.1 **General.** The Company covenants and agrees to be responsible for the Roads Permit Fees, the Annual Causal Cost Fee as defined herein, and the One-time Causal Cost Fee as defined herein, and the cost of time and material used by the Township and consulting fees incurred by the Township in any technical review of any Projects other than the Infrastructure Ontario – AHSIP Project, as set out in *Schedule "B" Fees, Permits and Security* and section 10.6 of this Agreement. The Payment of the above-noted fees are exempt from the invoice requirements of section 8.3. In the event there is a *bona fide* reason to adjust any fees in *Schedule "B"* attached to this Agreement beyond any CPI index for the coming year in Ontario, as determined by Statistics Canada (which includes any municipal restructuring of the manner in which the Township generally administers causal costs, roads permits, individualized permit security and road degradation fees), the Township shall negotiate the additional increase with the Company, and amend *Schedule "B" Fees, Permits and Security* accordingly.

8.2 **Appropriateness of Fees and Security.** The Company acknowledges that its payment of the Roads Permit Fees, the Annual Causal Cost Fee and One-time Causal Cost Fee for causal costs, Pavement Degradation Fees, and the application of Individualized Permit Security secured by the Blanket LOC set out in this Agreement are a reasonable condition

for the federal requirement of consent to use ROWs. Further, the Company acknowledges that the Roads Permit Fees, the Annual Causal Cost Fee and One-time Causal Cost Fee are not an occupancy, rental, usage, or opportunity cost fee and constitutes a reasonable causal costs fee.

- 8.3 **Invoices.** Unless expressly provided elsewhere in this Agreement, where there are any payments to be made under this Agreement, the Party requesting payment shall first send a written invoice to the other Party, setting out in detail all amounts owing, including any applicable provincial and federal taxes and interest payable on prior overdue invoices, and the payment terms. The Parties agree that all payments shall be made in full by no later than forty-five (45) days after the date of the invoice was received.

9. TERM AND TERMINATION

- 9.1 **Initial term and renewal.** Subject to the renewal options described in subparagraph 9.1(a) and termination described in subparagraphs 9.2, 9.3 and 9.4, the Term of this Agreement shall commence on November 5, 2024, (the "Initial Term") and terminate due to expiry on November 5, 2044, being twenty (20) years.

(a) Unless this Agreement is terminated in accordance with paragraph 9.2 of this Agreement prior to the end of the Initial Term or a renewal term, this Agreement will automatically renew subject to the termination provisions described in subparagraphs 9.2, 9.3, and 9.4.

(b) In the event the parties do not terminate this agreement or mutually agree to extend the term of this Agreement past November 5, 2044, this Agreement will terminate following the second automatic renewal, due to expiry and be subject to subparagraph 9.4 of this Agreement.

- 9.2 **Termination by either Party.** Either Party may terminate this Agreement without further obligation to the other Party, upon providing at least seven (7) days' written notice in the event of a material breach of this Agreement by the other Party after notice thereof and failure of the other Party to remedy or cure the breach within thirty (30) days of receipt of the notice. If, however, in the view of the non-breaching Party, it is not possible to remedy or cure the breach within such thirty (30) day period, then the breaching Party shall commence to remedy or cure the breach within such thirty (30) day period and shall complete the remedy or cure within the time period stipulated in writing by the non-breaching Party.
- 9.3 **Termination by Township.** The Township may terminate this Agreement by providing the Company with at least seven (7) days written notice in the event that:

- (a) the Company becomes insolvent, makes an assignment for the benefit of its creditors, has a liquidator, receiver or trustee in bankruptcy appointed for it or becomes voluntarily subject as a debtor to the provisions of the *Companies' Creditors Arrangement Act* or the *Bankruptcy and Insolvency Act*;
- (b) the Company assigns or transfers this Agreement or any part thereof other than in accordance with Section 18.2; or
- (c) the Company ceases to be eligible to operate as a Carrier.

9.4 **Obligations and rights upon termination or expiry of Agreement.** Notwithstanding any other provision of this Agreement, if this Agreement is terminated (other than in accordance with Section 9.3) or expires without renewal, then, subject to the Company's rights to use the ROWs pursuant to the *Telecom Act* and, unless the Company advises the Township in writing that it no longer requires the use of the Equipment:

- (a) the terms and conditions of this Agreement shall remain in full force and effect until a new municipal access agreement (a "**New Agreement**") is executed by the Parties; and
- (b) the Parties shall enter into meaningful and good faith negotiations to execute a New Agreement and, if, after six (6) months following the expiry of this Agreement, the Parties are unable to execute a New Agreement, then either Party may apply to the CRTC to establish the terms and conditions of the New Agreement.

9.5 **Removing abandoned Equipment.** Where the Company advises the Township in writing that it no longer requires the use of any Equipment, the Company shall, at the Township's request and within ninety (90) days as agreed to by the Parties, act as follows at the Company's sole cost and expense:

- (a) Remove all above ground Equipment;
- (b) Remove all below ground Equipment including structures, vaults, manholes, etc. that are not occupied or used by a Third Party, (collectively, "**Abandoned Underground Structures**").

Upon removal of abandoned Equipment, the Company shall repair any damage resulting from such removal. If the Company fails to remove Abandoned Equipment in a safe manner and restore the ROWs within the time specified above, and to the satisfaction of the Public Works Department and Engineering Department, the Township may complete said work and the Company shall pay the associated Township's Costs. In the event the fees are unpaid, the Township shall draw upon the security as set out in section 10.6

9.6 **Continuing obligations.** Notwithstanding the expiry or earlier termination of this Agreement, each Party shall continue to be liable to the other Party for all payments due

and obligations incurred hereunder prior to the date of such expiry or termination.

10. INSURANCE AND SECURITY

- 10.1 **General.** Throughout the term of this Agreement and any renewals or extension thereto, the Company shall maintain, at its sole expense, insurance (the “**Company Insurance**”) in an amount and description as described below to protect the Company and the Township from claims for damages, bodily injury (including death) and property damage which may arise from the Company’s operations under this Agreement, including the use or maintenance of the Equipment Within the ROWs or any act or omission of the Company and its employees, contractors and agents while engaged in the Work. The Company Insurance shall include all costs, charges and expenses reasonably incurred with any injury or damage.
- 10.2 **Commercial General Liability occurrence-based insurance & environmental insurance.** Without limiting the generality of the foregoing, the Company shall obtain and maintain commercial general liability occurrence-based insurance and environmental insurance coverage which:
- (a) covers claims and expenses for liability for personal injury, bodily injury and property damage in an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence (exclusive of interest and costs);
 - (b) covers environmental damages and losses arising from the Companies Equipment on, in or under the ROWs and the Companies operations;
 - (c) extends to cover the contractual obligations of the Company as stated within this Agreement;
 - (d) includes the Township as an additional insured; and
 - (e) contains cross liability and severability of interest clauses.
- 10.3 **Insurance certificates.** As soon as possible after the execution of this Agreement, the Company shall provide on the Township’s standard form, the Township with certificates of insurance in respect of the Company Insurance evidencing the cross liability and severability clauses and confirming the Township as an “additional insured”. Thereafter, the Company shall provide the Township with evidence of all renewals of the Company Insurance in a form acceptable to the Township.
- 10.4 **General insurance conditions.**
- (a) The Company Insurance shall not be construed to, and shall in no manner, limit or restrict the Company’s liability or obligations under this Agreement.

- (b) The Township shall not be liable for any premiums relating to policies under the Company Insurance.
- (c) The policies under the Company Insurance shall provide:
 - (i) that they are primary insurance which will not call into contribution any other insurance available to the Township;
 - (ii) a waiver of subrogation clause in favour of the Township;
 - (iii) a cross liability and severability clause; and
 - (iv) that the Company Insurance shall not be cancelled, lapsed or materially changed to the detriment of the Township without at least thirty (30) business days' prior written notice to the Township.
- (d) The Company will immediately notify the Township of any changes to or cancellation of the Company Insurance if they will directly affect or reduce the coverage made available to the Township.

10.5 **Workplace Safety and Insurance Board.** The Company shall provide Workplace Safety and Insurance Board ("WSIB") clearance certificate that confirms the Company is in good standing with the WSIB. The Company shall ensure the WSIB clearance remains in effect when the Company's personnel are working within the ROWs.

10.6 **Blanket Security.** The Company shall, within thirty (30) days of endorsement of this Agreement, provide to the Township security in amount of two thousand five hundred dollars (\$2,500.00) by certified cheque (the "**Blanket Security**"). The Blanket Security is for general security purposes, secures Individualized Permit Security, and provides administrative efficiency/reduction of cost of processing Individual Permit Security. Once posted by the Company, the Township shall deem portions of the Blanket Security to be applicable to securing Individualized Permit Security(ies) required. The Township may draw upon the Blanket Security against any of the Company's outstanding or non-complaint obligations under this Agreement. The Company shall 'top-up' the Blanket Security to two thousand five hundred dollars (\$2,500.00) in the event that a portion of the Blanket Security needs to be used by the Township. In the event that in the opinion of the Township, in its sole discretion, the Company fails to meet an obligation under this Agreement, the Township may request and the Company shall provide without question or holdback, a cash deposit increasing the Blanket Security in the amount of two thousand five hundred dollars (\$2,500.00) per failure or incident. The Township agrees to release any additional project specific security once the Company has fulfilled the conditions of the applicable Permit relating to the restoration to the satisfaction of the Township. The Township shall return any unused Blanket Security upon the termination of this Agreement.

11. RESPONSIBILITY AND INDEMNIFICATION

- 11.1 **No liability to Township.** The Company hereby acknowledges that the placement, installation, construction, reconstruction, inspection, maintenance, operation, alteration, enlarging, repair, replacement, relocation and/or removal of the Equipment by the Company is performed entirely at the risk of the Company and that the Township shall in no way or under any circumstances be responsible or liable to the Company, its contractors, agents, or customers for any damage or losses in consequence thereof, unless due to the negligence of the Township or those for whom at law it is responsible.
- 11.2 **Company Indemnity.** Subject to subsection 11.5, the Company hereby releases, indemnifies, completely holds harmless, and agrees to defend the Township, its Councillors, officers, employees, legal counsel, agents and contractors, from and against any and all suits, judgments, claims, demands, expenses, actions, causes of action, duties, assessments, fees, penalties, liabilities, losses and costs which the Township and its successors and assigns may at any time or times hereafter bear, sustain, or suffer, as a result of the Equipment, including without limitation, its placement, installation, construction, reconstruction, inspection, maintenance, use, operation, alteration, enlarging, repair, replacement, relocation and/or removal of the Equipment or use of the Township's road allowance.
- 11.3 **Municipal Acknowledgement.** The Township hereby acknowledges that it is responsible for its negligence and the negligence of those for whom it is responsible for at law.
- 11.4 **Municipal Indemnity.** The Township hereby releases, indemnifies, completely holds harmless, and agrees to defend the Company, its officers, employees, legal counsel, agents and contractors, from and against any and all suits, judgments, claims, demands, expenses, actions, causes of action, duties, assessments, fees, penalties, liabilities, losses and costs which the Company and its successors and assigns may at any time or times hereafter bear, sustain, suffer, be put to or incur by reason of its negligence and the negligence of those for whom it is responsible at law.
- 11.5 **No liability, both Parties.** Notwithstanding any other provision in this Agreement, neither Party shall be liable to any person in any way for special, incidental, indirect, consequential, exemplary, or punitive damages, including damages for pure economic loss or failure to realize expected profits, howsoever caused, or contributed to, in connection with this Agreement and the performance or non-performance of its obligations hereunder.
- 11.6 **Survival.** The obligation of a Party to indemnify, defend and save harmless the other Party shall survive the termination or expiry of this Agreement.

12. ENVIRONMENTAL LIABILITY

- 12.1. **Township not responsible.** The Township is not responsible, either directly or indirectly, for any damage to the natural environment or property, including any nuisance, trespass, negligence, or injury to any person, howsoever caused, arising from the presence, deposit, escape, discharge, leak, spill or release of any Hazardous Substance in connection with the Company's occupation or use of the ROWs, unless such damage was caused directly or indirectly by the negligence or wilful misconduct of the Township or those for which it is responsible in law.
- 12.2. **Company to assume environmental liabilities.** The Company agrees to assume all environmental liabilities, claims, fines, penalties, obligations, costs or expenses whatsoever relating to its use of the ROWs, including, without limitation, any liability for the clean-up, removal or remediation of any Hazardous Substance on or under the ROWs that result from:
- (a) the occupation, operations or activities of the Company, its contractors, agents or employees or by any person with the express or implied consent of the Company Within the ROWs; or
 - (b) any Equipment brought or placed Within the ROWs by the Company, its contractors, agents or employees or by any person with the express or implied consent of the Company;

unless such damage was caused directly or indirectly in whole or in part by the negligence or wilful misconduct on the part of the Township or those for which it is responsible in law.

13. **NO JOINT VENTURE, PARTNERSHIP OR CO-OWNERSHIP**

- 13.1 **No Joint Venture.** The Parties hereby acknowledge and agree that this Agreement is solely an access agreement and that no relationship is formed between the Parties in the nature of a joint venture, partnership co-ownership arrangement or other similar relationship.

14. **FORCE MAJEURE**

- 14.1 **Force Majeure.** Except for the Parties' obligations to make payments to each other under this Agreement, neither Party shall be liable for a delay in its performance or its failure to perform hereunder due to causes beyond its reasonable control, including, but not limited to, acts of God, fire, flood, or other catastrophes; government, legal or statutory restrictions on forms of commercial activity; or order of any civil or military authority; national emergencies, insurrections, riots or wars or strikes, lock-outs or work stoppages ("**Force Majeure**"). In the event of any one or more of the foregoing occurrences, notice shall be

given by the Party unable to perform to the other Party and the Party unable to perform shall be permitted to delay its performance for so long as the occurrence continues. Should the suspension of obligations due to Force Majeure exceed six (6) months, either Party may terminate this Agreement without liability upon delivery of notice to the other Party.

15. DISPUTE RESOLUTION

15.1 **General.** The Parties hereby acknowledge and agree that:

- (a) this Agreement has been entered into voluntarily by the Parties with the intention that it shall be final and binding on the Parties until it is terminated or expires in accordance with its terms;
- (b) it is the intention of the Parties that all Disputes (as defined in subsection 15.2) be resolved in a fair, efficient, and timely manner without incurring undue expense and, wherever possible, without the intervention of the CRTC; and
- (c) the CRTC shall be requested by the Parties to consider and provide a decision only with respect to those matters which form the basis of the original Dispute as set out in the Dispute Notice issued under this Section 15.2.

15.2 **Resolution of Disputes.** The Parties will attempt to resolve any dispute, controversy, claim or alleged breach arising out of or in connection with this Agreement (“**Dispute**”) promptly through discussions at the operational level. In the event a resolution is not achieved, the disputing Party shall provide the other Party with written notice of the Dispute and the Parties shall attempt to resolve such Dispute between senior officers who have the authority to settle the Dispute. All negotiations conducted by such officers shall be confidential and shall be treated as compromise and settlement negotiations. If the Parties fail to resolve the Dispute within thirty (30) days of the non-disputing Party’s receipt of written notice, the Parties agree to utilize the informal mediation services of the CRTC in an attempt to resolve the Dispute. Should the Dispute fail to resolve using the CRTC’s informal mediation process, either Party may submit the Dispute to the CRTC for resolution.

16. NOTICE

16.1 **Method of Notice.** Any notice or any other communication required or permitted to be given under this Agreement shall be in writing. E-mail correspondence shall be considered to be 'in writing' and shall be deemed effective if and at the time delivery is confirmed to the e-mail addresses of the representative officer of a party listed below or to such other e-mail address as provided by a party in writing during the course of this Agreement to serve as an e-mail address to which notice may be provided. Notice may also be effected if delivered by registered mail or personal delivery and/or by courier with receipt verified by signature, to the officer position noted below for a party or to such other address as may be provided by a party in writing during the course of this Agreement to serve as an address and officer to which notice may be provided. Notice shall be deemed effective at the time of delivery.

16.2 Any notice in writing may be delivered to each of the parties by delivering to the acting officers and addresses set out below:

To the Township:

Attn: Director of Public Works

Address: 270 Main Street, Lucan, ON N0M 2J0

E-mail: jlittle@lucanbiddulph.on.ca

To the Company:

Attn: Grant Roughley

Address: 5405 Eglinton Avenue West, Suite 214, Toronto, ON M9C 5K6

E-mail: groughley@nftctelecom.com

16.3 **Delivery of Notice.** Any notice given pursuant to Section 16.1-.2 above shall be deemed to have been received on the date on which it can be confirmed to have been delivered, if such delivery occurred during business hours. If the notice was delivered outside of regular business hours of the Party receiving the notice, the notice will be deemed to be delivered on the next regular business day of the Party receiving the notice. Either Party may change its address and/or e-mail address for purposes of receipt of any such communication by giving ten (10) days' prior written notice of such change to the other Party in the manner described above.

17. FOREIGN CORRUPT PRACTICES ACT AND ANTI-BRIBERY INDEMNITY

17.1 Notwithstanding anything to the contrary herein, the Township, in its administration of this Agreement, shall refrain from offering, giving or promising, directly or indirectly, money or anything of value to a Canadian or foreign governmental official to influence the official in his or her official capacity, induce the official to do or omit to do an act in violation of his or her lawful duty, or to secure any improper advantage in order to assist in obtaining

or retaining business for or with, or directing business to, any person. For the purposes of this Section, "**anything of value**" includes, but is not limited to, cash or a cash equivalent, discounts, gifts, use of materials, facilities or equipment, entertainment, drinks, meals, transportation, lodging, insurance benefits, or promise of future employment. "Governmental official" shall mean any person holding any level of legislative, administrative, or judicial office of the Canadian or a foreign government or any of its departments or agencies or divisions; any person acting on behalf of the Canadian or a foreign government, including a local or provincial agency, enterprise, or organization; any official or agent of a Canadian or a foreign public administration or publicly funded organization; any official of a Canadian or a foreign political party; any officer or agent of a public international organization (e.g., World Bank, International Monetary Fund, World Health Organization, United Nations, World Trade Organization); or any relatives or close family/household members of any of those listed above. The Township shall indemnify and hold harmless the Company from all claims brought against the Company as a result of the Township or its representatives' failure to comply with Anti-Bribery Law. The Township shall immediately report any breach of Anti-Bribery Law by the Township or its representatives. The Township shall immediately report any breach of Anti-Bribery Law by the Township or its representatives'. The Company shall have the right to audit the Township books and records with respect to payments made on behalf of the Company in the event that the Company believes that the Township has violated this Section 17. The Company shall have the right to immediately terminate all payments to the Township under this Agreement if the Township fails to comply with this Section 17.

18. GENERAL

- 18.1 **Entire Agreement.** This Agreement, together with the Schedules attached hereto, constitute the complete and exclusive statement of the understandings between the Parties with respect to the rights and obligations hereunder and supersedes all proposals and prior agreements, oral or written, between the Parties.
- 18.2 **Assignment.** This Agreement may not be assigned or transferred, in whole or in part, without the prior written consent of the other Party. Notwithstanding the foregoing, the Company shall, provided that it is not in material breach of this Agreement, have the right to assign this Agreement to an Affiliate without the consent of the Township, provided that the Company has given notice to the Township.
- 18.3 **Gender and number.** In this Agreement, words importing the singular include the plural and vice versa, words importing gender, include all genders.
- 18.4 **Currency.** Unless otherwise indicated, references in this Agreement to money amounts are to the lawful currency of Canada.

- 18.5 **Parties to act reasonably.** Each Party shall at all times act reasonably in the performance of its obligations and the exercise of its rights and discretion under this Agreement.
- 18.6 **Amendments.** Except as expressly provided in this Agreement, no modification of or amendment to this Agreement shall be effective unless agreed to in writing by the Township and the Company.
- 18.7 **Survival.** The terms and conditions contained in this Agreement that by their sense and context are intended to survive the performance thereof by the Parties hereto shall so survive the completion of performance, the expiration and termination of this Agreement, including, without limitation, provisions with respect to indemnification and the making of any and all payments due hereunder.
- 18.8 **Waiver.** Failure by either Party to exercise any of its rights, powers or remedies hereunder or its delay to do so shall not constitute a waiver of those rights, powers or remedies. The single or partial exercise of a right, power or remedy shall not prevent its subsequent exercise or the exercise of any other right, power or remedy.
- 18.9 **Severability.** If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision and everything else in this Agreement shall continue in full force and effect.
- 18.10 **Enurement.** This Agreement is and shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and permitted assigns, and may not be changed or modified except in writing, duly signed by the Parties hereto.
- 18.11 **Counterparts:** This Agreement may be executed by the Parties and delivered by facsimile or PDF transmission and in one or more counterparts which when held together shall be considered one and the same Agreement.
- 18.12 **Equitable Relief.** Either Party may, in addition to any other remedies it may have at law or equity, seek equitable relief, including without limitation, injunctive relief, and specific performance to enforce its rights or the other party's obligations under this Agreement.
- 18.13 **Governing law.** This Agreement shall be governed by the laws of the Province of Ontario and all federal laws of Canada applicable therein.

[ONE (1) ENDORSEMENT PAGE FOLLOWS]

IN WITNESS WHEREOF this Agreement has been executed by the Parties hereto on the date(s) set out below and the Parties agree that this Agreement shall be effective on the date as set out at the top of page one (1) of this Agreement.

SIGNED, SEALED AND DELIVERED
in the presence of:

TOWNSHIP OF LUCAN BUDDULPH

Date: November 5, 2024

Per: Cathy Burghardt-Jesson
Title: Mayor

Per: Ron Reymer
Title: Clerk

We have authority to bind the Municipal Corporation

SIGNED, SEALED AND DELIVERED
in the presence of:

**NORTH FRONTENAC TELEPHONE
MIDWEST CORP.**

Date: _____, 2024

Per: Grant Roughley
Title: Vice President

I have the authority to bind the Corporation

SCHEDULE "A"

RELOCATION COSTS

1. **Reimbursement by Township for the Company's Relocation Costs.** The Township shall reimburse the Company for all or part of its reasonable and verifiable costs of completing any relocation requested by the Township (the "**Relocation Costs**") based upon the following principles, methodologies and procedures:

- (a) For Equipment that is not located within 1 metre measured horizontally from the location approved by the Municipal Consent or "standard location", as the case may be, there shall be no cost to the Township to relocate the Equipment.
- (b) For Equipment for which a Permit was issued the Township shall pay the percentages of the Company's Relocation Costs ("in kind" or "like-for-like" Equipment) set out in the following table:

Year(s) After Installation of Plant	Percentage of Relocation Costs Paid by the Township
1	100%
2	100%
3	100%
4	90%
5	80%
6	70%
7	65%
8	60%
9	55%
10	45%
11	40%
12	35%
13	30%
14	20%
15	10%
16	5%
17 onwards	0%

Notwithstanding the chart above, in the event that a requirement to relocate the Company's Equipment is initiated by the Township, the costs of the Township initiated relocation which are a direct result of work undertaken by or on behalf of the Township for beautification, aesthetics, and similar purposes (including without limitation, depreciation, betterment and salvage costs) will be entirely borne by the Township.

- (c) Within thirty (30) days of receiving the request from the Township to relocate the Equipment, the Company shall provide the Township with a written estimate of the Relocation Costs for such relocation, including an estimate of the Township's reimbursement under the subsection (b).
 - (d) Within ninety (90) days of completing the relocation, the Company may provide the Township with a written invoice for the actual Relocation Costs in a format that clearly identifies the Township's reimbursement under subsection (b) and delineates materials, labour, and any other project costs.
2. **Equipment affected by the Township's Capital Works Plan.** Prior to the issuance of a Permit, the Township will advise the Company in writing whether the Company's proposed location for new Equipment will be affected by the Township's five-year (5 year) capital works plan (the "**Capital Works Plan**"). If the Township advises that the new Equipment will be so affected and the Company, despite being advised of such, requests the Township to issue the Permit, then the Township may issue a conditional Permit stating that, if the Township requires, pursuant to any project identified in the Capital Works Plan as of the date of approval, the Company to relocate the Equipment within five-year (5 years) of the date of the Permit, the Company will be required to relocate the Equipment at its own cost, notwithstanding Section 1 above.
3. **Township not responsible for Third Party Relocation Costs.** Unless otherwise agreed to between the Township and the Third Party, in no event shall the Township be responsible under this Agreement for:
- (a) the costs of the Company to relocate Equipment at the request of a Third Party; or
 - (b) the costs of relocating the facilities of a Third Party installed on or in the Equipment; or
 - (c) the costs of the Company to relocate Equipment where the Company is a Third Party to the owner of the Equipment.
4. **Emergency temporary relocation.** In cases of an Emergency that requires the Company to temporarily relocate the Equipment, the Parties shall work co-operatively and expeditiously to complete the relocation as soon as practicably possible; provided, however, that the Township may, with at least twenty-four (24) prior notice to the Company, take any measures it deems necessary for reasons of public health and safety.
5. **Relocation performed by Township.** If the Company fails to complete the relocation in accordance with Section 7.1 of this Agreement, the Township may, at its option, complete such relocation and the Company shall pay the Township's reasonable and verifiable costs

of the relocation.

6. **Discontinuance of ROW.** Where the Township authorises the legal closing of a ROW under its jurisdiction as a public highway either by Court Order or By-law, the Township shall only be responsible for registering an easement in favour of the Company for Equipment already installed and shall not be responsible for the Company's future use.

SCHEDULE "B"

FEEES, PERMITS AND SECURITY

**All references to legislation, by-laws and fees in this Schedule shall be interpreted as references to those by-laws and fees as they may be amended, superseded or replaced from time to time.*

<u>Permit Fees, Causal Costs, and Individualized Permit Security</u>	
<u>ITEM</u>	<u>FEE PAYABLE</u>
Working In Road Allowance Permit	Permit Fee: \$75.00 Minimum Security: \$1,000.00
Technical Review of Infrastructure Ontario – AHSIP Project	One-Time Causal Cost Fee: in the amount of one thousand dollars (\$1,000.00) for the technical review for the Infrastructure Ontario – AHSIP Project, due thirty (30) days from the endorsement of this Agreement, as set out in section 8.1 of the Agreement.
Technical Review of Other Projects	<p>The cost of time and material used by the Township and consulting fees incurred by the Township in the technical review of any Projects other than the Infrastructure Ontario – AHSIP Project which are beyond what permits cover*. Time and material shall be invoiced to the Company by the Township at rates set out in its in force <i>User Fees and Charges By-law</i>, which is updated by the Township on an annual basis, with any engineering consulting charges incurred by the Township being charged to the Company as a disbursement.</p> <p><i>*Explanatory Note:</i></p> <p><i>The Township’s MC and Permit Fees are not designed to cover permanent long-term installations into ROWs that require in-depth and appropriate rounds of long-term view review and comment, which are atypical to its usual MC and Permits requests (which are usually for home, pool or business construction on lands beyond the ROW, to prevent damage to a ROW). The cost of time material used by the Township and consulting fees incurred by the Township in the technical review of any projects addresses without limitation:</i></p> <ul style="list-style-type: none"> • <i>review and comment on applications due to the nature of settlement areas and the conflicting location of numerous utilities (which is above and beyond a typical road occupancy permit due to the <u>permanent installation of 3rd party utilities</u></i>

	<p><i>and the need to ensure future municipal projects are not impacted)</i></p> <ul style="list-style-type: none">• <i>update and integrate as built drawings into the municipal GIS data base</i>• <i>work to administer security needs</i>• <i>post construction review, as there are significant lengths of roadway that need to be reviewed</i>• <i>review of traffic control plans and detour plans to ensure any work in the municipal ROW can safely be constructed</i>• <i>posting notices related to construction, lane closures, or detours. Due to the scale and size of this work from time-to-time public notice will be required which is not typical of common road occupancy permits</i>• <i>administering a long-term MAA</i>
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SCHEDULE “C”

PERMITS REQUIRED

WORK ACTIVITY	Municipal Consent	Roads Permit	Notification Only	No Further Permit or Notification
Any installation of Equipment that requires excavation in the ROW, including: <ul style="list-style-type: none"> - the installation of buried Equipment crossing a road; - the installation of new Above-ground Equipment; - the relocation of buried Equipment or Above-ground Equipment; - the replacement of existing Above-ground Equipment with equipment that is significantly larger; and - the installation of buried Service Drops that cross a road or a break a hard surface of the ROW. 	X	X		
The installation of aerial Equipment (excluding aerial Service Drops)	X	X		
Any work that requires traffic control or blocks any portion of the travelled portion of a highway including sidewalks, pathways, and bike lanes	X	X		
Tree trimming on ROWs	X	X		
The replacement of existing Above-ground Equipment with nominal disturbance and without adding more Equipment or significantly increasing its size (pole replacements excluded)				X
The installation and repair of buried Service Drops that do not cross a road or break the hard surface of a ROW (excavation excluded)				X
Utilizing existing ducts or similar structures of the Equipment or pulling cable through existing underground duct (excavation or removal of material excluded)				X
The installation of or repair to aerial Service Drops				X
The maintenance, testing and repair of Equipment where there is no physical disturbance or changes to the ROW (excavation or removal of material excluded)				X
Any other Work activity agreed to by the Township				X

