



The Corporation of the Town of Milton

Report To: Council

From: Barbara Koopmans, Commissioner, Development Services

Date: July 19, 2021

Report No: DS-061-21

Subject: Agreement for Third Party Attachments to Town Street Lights

Recommendation: THAT Council endorses the use of Town street lights to facilitate the extension of internet services to the Town's rural area;

THAT the Commissioner, Development Services, be given delegated authority to negotiate and make minor amendments to the proposed agreement, included in Appendix I of this report, in consultation with Legal Counsel and the Chief Financial Officer/Treasurer, prior to execution;

THAT the Commissioner, Development Services, be given delegated authority to further refine the agreement for future terms or third parties, upon expiration of its initial term, to reflect any Council endorsed recommendations that may come out of the Halton Digital Access Strategy work currently underway;

THAT the appropriate bylaws be presented to Council for approval, authorizing the Mayor and Clerk to sign all necessary documentation associated with these agreements;

THAT the Commissioner, Development Services report back to Council when the final form of the short term agreement is available, for information;

THAT the Commissioner, Development Services report back to Council when any subsequent changes to the short term agreement are made, upon expiration of an initial term, to present the final form of agreement upon completion of the Halton Digital Access Strategy work, for information.

EXECUTIVE SUMMARY

Internet access in rural Milton is currently an under-provided service for rural residents and businesses.

The Town has been approached by Mage Networks, a third party internet provider, to enter into an agreement to allow third party attachments to the Town's street lighting

EXECUTIVE SUMMARY

infrastructure. There currently is no form of agreement that has been approved by Council to allow for such third party attachments to the Town's street lights.

In order to consider applications for third party attachments to the Town's street lights, an agreement is required in order to provide the framework for which applications may be accepted.

Staff is currently proposing to enter into a short term (one year) agreement with Mage Networks to allow applications to the Town to proceed, and to further amend the agreement as may be necessary at the end of the initial term, to address any recommendations that may come out of the current Digital Access Strategy work being completed by Halton Region (ref: [Halton Region Council Report ST-05-21](#)).

It is anticipated that this form of agreement may help to inform any future agreements that may be required in order to address the installation of equipment within the Town's rights of way to accommodate 5G Installations on the Town's infrastructure. The purpose of this report is to request the authority for staff to negotiate this initial short term agreement, make subsequent changes to the agreement form to reflect recommendations out of the Digital Access Strategy work, and for staff to report back to Council, for information, on the final form(s) of these agreements.

REPORT

Background

Providing the Town's rural residents with access to a reliable internet service is fully supported by the Town, Halton Region, and the other Halton Municipalities, as is illustrated by the joint letters of support issued with respect to various applications by internet service providers to the Universal Broadband Fund.

Mage Networks was the successful recipient of grant funding through the Centre of Excellence in Next Generation Networks (CENGN), a provincially supported (separate from the Universal Broadband Fund) funding opportunity related to providing Residential Broadband access to rural communities. More information regarding this program can be found at www.cengn.ca/rural-ontario-broadband-program/.

In order to proceed with the full scope of the program, Mage and the Town need to enter into an agreement allowing a third party attachment to the Town's street light infrastructure. Halton Region is acting as the key community advocate for this project, and has facilitated discussions to-date between the Town and Mage Networks.

Due to the timing of the program under CNEGN, staff is requesting the authority to negotiate a short term agreement with Mage, and further to refine this form of agreement upon expiry of its initial term to reflect any recommendations that may come out of the Digital Access Strategy work currently underway.

Background

Ultimately, the final form of agreement (which will be reported back to Council for information) would be used as the basis for any telecom related third party attachments to the Town's street lighting infrastructure. The overall purpose of the agreement is to outline the terms and conditions upon which access to and use of the Town's street light infrastructure by a third party telecom provider would be granted.

This is a very similar approach to the existing Municipal Access Agreements in place with various telecommunications providers in Town ([ref: Council report ENG-017-11](#)).

Discussion

Rural internet access in the Town of Milton is becoming a critical need for residents. There are several grant opportunities available to telecommunications providers (UBF, CNEGN) to support programs that will allow access to broadband by rural communities in Ontario.

Mage Networks is the successful recipient of funding from CNEGN, which awarded funding to Mage based on their submission to provide broadband internet access to rural Milton. Key components of the proposal by Mage (as documented on CENGN's website <https://www.cengn.ca/rural-ontario-broadband-program/>) include the following:

- Lightweight pole mounted fixed wireless radio equipment
- Building a meshed, load-sharing high capacity unlicensed fixed wireless network infrastructure
- 5km radius of rural Milton to be supported with up to 900 homes available for improved broadband services
- Ability to support guaranteed minimal levels of service
- A copy of Mage's rural broadband project briefing note is included in Appendix II of this report for reference

In order to proceed with this project, Mage requires agreement from the Town of Milton in order to mount its equipment on the Town's existing street light poles. Currently, the locations proposed by Mage include Ennisclare Drive and Pineview Trail in rural Milton. However, ultimate and final locations will not be included in the form of agreement, but will be reviewed on an application basis - the process by which approval takes place is to be outlined in the overarching agreement to allow third party attachments to the Town's infrastructure.

It is important to note that currently no underground related infrastructure is proposed by Mage - and if underground infrastructure is proposed at any time, then the current permit requirements (Municipal Consent and Road Occupancy Permits) would be applicable, as well as the associated fees related to those Town approvals.

In addition, given that the wireless radio equipment will be attached to existing infrastructure, the proposed installations are excluded from the Town's

Discussion

Telecommunication Facility Policy (Protocol). It should also be noted that while the protocol does provide guidelines for proposals within Town owned road allowances, proposals in these areas are subject to review under the application process specific to third party attachments to Town Infrastructure (in this case street light poles or transit shelters), rather than under the Protocol.

Work Completed To-Date:

In order to prepare a draft form of agreement for Council consideration, Town staff has completed the following:

- Several meetings with the Region and Mage Networks, to determine project timelines, requests from Mage, power requirements, preliminary details regarding equipment proposed for attachment, location requests, and preliminary draft agreement discussions
- Canvassing other area municipalities and infrastructure owners (i.e. Milton Hydro) regarding any current forms of agreement in place for third party attachments
- Review of the Town's own agreement with Milton Hydro re: the Town's streetlight attachments on Milton Hydro Poles
- Reviewing the Federation of Canadian Municipalities (FCM's) guide to 5G (although not explicitly related to rural broadband, much of the content is applicable as it relates to third party attachments to municipally owned infrastructure)
- Discussion with the Town's street light maintenance contractor regarding any impacts third party attachments may have on the Town's street light infrastructure

Proposed Agreement:

Highlights of the proposed draft agreement, as per Appendix I, include the following:

- Non-exclusive rights to utilize the Town's street light infrastructure
- Parameters around access to the Town's street lights for maintenance and inspection by the third party
- Insurance requirements and indemnity requirements to ensure any risk associated with the attachments rest with the third party and not the Town
- Direction that any public concerns regarding radio frequency or electromotive forces that may be emitted from the proposed attachments are solely the responsibility of the owner of said attachment(s). It should also be noted that, through the Digital Access Strategy work underway within the Region, that project team will be consulting with the local public health authority regarding any requirements the municipalities may have in this regard, which would then be incorporated into future forms of agreement, as may be required.

Discussion

- Fees will be part of the short term agreement in order to recover the cost of providing the service (including one time permit application fees, inspection fees and annual fees related to power consumption and encroachment/licensing fees), and will be further reviewed upon expiry of the short term agreement and are expected to be incorporated into the Town's user fee by-law through a future update

As noted above, it is anticipated that this short term agreement and collaboration will serve to inform a final agreement, pending the completion of the Digital Access Strategy work and to include any recommendations that may come out of that work, to be used with any third party telecommunications (or other) utility that may request access to the Town's street light infrastructure.

Financial Impact

The fees proposed through this agreement will be structured with the intention of full cost recovery as well as providing for occupancy, or rent, for access to the Town's infrastructure. To further assess the reasonableness of the cost based fees, staff have also done a market review of other similar agreements from municipalities, telecommunications providers and Milton Hydro.

It is anticipated that the following fees will be included in the final agreement:

- Initial application (permit) fee, per pole
- Inspection fee, per attachment
- Annual encroachment/license fee, per attachment
- Annual fee related to power feed requirements based on power requirements identified for the equipment through the application process

The agreement will also provide for full recovery of any costs incurred by the Town with respect to work completed by the Town's street light maintenance contractor in order to facilitate any third party attachments to the Town's street lights.

It is intended that following determination of the final form of the agreement, fees associated with this service will be incorporated into the Town's User Fee By-law and be subject to an annual indexing process to ensure fees continue to recover the cost of service provided into the future.

Respectfully submitted,

Barbara Koopmans, MPA, MCIP, RPP, CMO
Commissioner, Development Services



The Corporation of the Town of Milton

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For questions, please contact: Diana Jiona, P.Eng., Manager Phone: Ext. 2513
Infrastructure & Right of Way

Attachments
Appendix I - Draft Form of Short Term Agreement Appendix II - Mage - Rural Broadband Project Briefing Note

CAO Approval
Andrew M. Siltala
Chief Administrative Officer

**LICENSED ATTACHMENT AGREEMENT
FOR WIRELESS TRANSMITTERS**

**The Corporation of the Town
of Milton (“Owner”)**

and

**<insert legal name>
 (“Licensee”).**

August 1, 2021

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DRAFT

LICENSED ATTACHMENT AGREEMENT FOR WIRELESS TRANSMITTERS

THIS AGREEMENT made in duplicate on the [] day of [], 2021 is effective as of the 1st day of August, 2021 (the “**Effective Date**”).

BETWEEN:

Corporation of the Town of
Milton (hereinafter the
“**Owner**”)

OF THE FIRST PART

AND:

<insert legal name>.
(hereinafter the “**Licensee**”)

OF THE SECOND PART

(each a “**Party**” and collectively the “**Parties**”)

WHEREAS the Licensee wishes to affix and maintain its material, apparatus, equipment or facilities for wireless communications to poles or equipment of the Owner;

AND WHEREAS all attachments by a cable company or a telecommunications company to Infrastructure owned by the Owner require an approved Permit Application;

AND WHEREAS the Parties acknowledge the paramountcy of the safe, stable operation of the Town’s Infrastructure;

AND WHEREAS the Owner consents to grant access to its Infrastructure by the Licensee in accordance with the terms and conditions hereof;

AND WHEREAS this Agreement pertains to a pilot project between the Parties and pertains to a pilot project between the Parties and pertains to the use of Infrastructure, the future terms of which may be guided by municipal agreements and standards that are currently in development.

NOW THEREFORE, THIS AGREEMENT WITNESSES that, in consideration of the premises and the agreements and other considerations herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1 – DEFINITIONS

In addition to the other terms defined in this Agreement, the following terms shall have the meanings set forth below for the purposes of this Agreement unless the context expressly or by necessary implication otherwise requires.

- 1.1 “**Affiliate**” shall have the meaning ascribed thereto in the *Business Corporations Act* (Ontario) as it may be amended from time to time.

- 1.2 “**Affix**”, “**Affixed**” and “**Affixing**” means to fasten, by the Licensee or its contractors, the material, apparatus, equipment or facilities of the Licensee to poles or other equipment of the Owner.
- 1.3 “**Agreement**” means this Licensed Attachment Agreement for Wireless Transmitters as it may be amended or extended from time to time.
- 1.4 “**Annual Electrical Fee**” means the annual payment by the Licensee to the Owner determined in accordance with Schedule D, and mean the fees related to power consumption by the Licensee’s equipment, and shall be calculated as outlined in Schedule C to this agreement, to be billed annually by the Town.
- 1.5 “**Annual Licence Fee**” means the annual payment by the Licensee to the Owner determined in accordance with Article 9 and Schedule C – .
- 1.6 “**Applicable Laws**” means any and all federal, provincial and municipal laws, relating or applying to any provision or activity contained in this Agreement including environmental laws, statutes, codes, licensing requirements, treaties, directives, rules, regulations, standards, guidelines, protocols, policies, by-laws, orders, injunctions, rulings, awards, judgments or decrees or any requirement or decision or agreement with or by any governmental or governmental department, commission, board, court authority or agency.
- 1.7 “**Approval**” or “**Approved**” means the permission granted by the Owner to the Licensee for the Licensee to Affix its Attachments, as specified in the Permit Application, to poles or other equipment of the Owner.
- 1.8 “**Approved Permit Application**” shall have the meaning ascribed thereto in Article 6.
- 1.9 “**Attachment**” means any material, apparatus, equipment or facility related to the wireless transmission of Telecommunications owned by the Licensee which the Owner has Approved for Affixing to poles or other equipment of the Owner, including Wireless Transmitters and power supply connection equipment.
- 1.10 “**Cable Riser/Dip**” means a cable attached along a vertical portion of a pole to allow the cable to change its position from/to an underground route to/from an overhead route, including any switches or disconnects that may be required.
- 1.11 “**Construction Verification Program**” means the standards and requirements for conducting inspections and the qualifications of persons conducting inspections as set out in O. Reg. 22/04 under the *Electricity Act 1998* or any replacement therefor or any other applicable regulation administered by the Electric Safety Authority.
- 1.12 “**Damages**” means any loss, liability, damage or expense (including legal fees and expenses on a full indemnity basis without reduction for tariff rates or similar reductions).
- 1.13 “**Dispute Resolution**” means the dispute escalation and referral mechanism described in Article 19 – .

- 1.14 “**Emergency Situation**” means a situation that poses an imminent danger or threat to public safety or public welfare or harm to property or the safe operation or stability of the Town’s Infrastructure as determined by the Owner acting reasonably.
- 1.15 “**Good Utility Practice**” means any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry or wireless telecommunications industry, as applicable, in North America during the relevant time period, or any of the practices, methods and acts which in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to practices, methods, or acts generally accepted in North America. Good Utility Practice, in the context of this agreement, may be further informed by the Digital Access Strategy work currently underway in the Region of Halton.
- 1.16 “**Infrastructure**” means any of the Town’s assets within the municipal right of way (including, but not limited to, street light poles and associated equipment, transit shelters, traffic signage); and for the purposes of this agreement does not include Town-owned facilities outside of the municipal right of way.
- 1.17 “**Inspection Fees**” are those fees as outlined in the Town’s user fee by-law, that are required to cover Town staff time spent on inspection any part of the work related to an attachment, and does not include any costs incurred by the Town as a result of its designate completing any inspection or emergency work, which costs will be invoiced directly to the Licensee, as per Article 9 and Schedule C.
- 1.18 “**IRU**” or “**Indefeasible Right of Use**” means the effective long-term lease (temporary ownership) of a portion of the capacity of a cable and is granted by the company that owns the cable.
- 1.19 “**Joint Anchorage**” means a common anchor system, including the anchor rod, to which two or more guy wires are attached, each guy wire providing guying for one Party’s conductors and related equipment on a Joint Use Pole.
- 1.20 “**Joint Use Pole**” means a pole in respect of which its Owner has granted the Licensee Approval to Affix its Attachments under this Agreement.
- 1.21 “**Make-Ready Work**” means all work, as reasonably determined by Owner Utility after reasonable, consultation with the Attaching Utility, required to accommodate Licensee’s Attachments and/or to comply with all Applicable Standards. Such work includes, but is not limited to, rearrangement and/or transfer of Owner Utility’s Facilities or existing Attachments, inspections, engineering work, permitting work, tree trimming (other than tree trimming - performed for normal maintenance purposes), pole replacement or construction as it relates to the express purpose of the Make-Ready Work.
- 1.22 “**Owner’s Indemnities**” shall have the meaning ascribed thereto in Section 12.1.

- 1.23 **“Permit Application”** means the formal written request for the adding, materially changing or removal of a Licensee’s Attachments to the Owner’s pole(s). The Permit Application form is entitled “Request for Licensed Occupancy of Poles”, in the form of Schedule "A" attached hereto, the form of which may be revised from time to time by the Owner in its sole and unfettered discretion.
- 1.24 **“Permit Application Review Fee”** means the cost for reviewing each Permit Application provided to the Owner for Permit Application review as determined by the Owner from time to time but does not include the cost of any Make-ready Work, Inspection fees, Electrical fees or Annual Licence Fee.
- 1.25 **“Rearranging” or “Rearrangement”** means the removal of Attachments from one position on a pole and the placing of the same Attachments in another position on the same pole.
- 1.26 **“Standard” or “Standards”** means Canadian Standards Association Standard C22.3 No.1-15 “Overhead Lines”; *Occupational Health and Safety Act*; Part II of Canadian Labour Code; the Ontario Electrical Safety Code; Electromagnetic Compatibility Standard; Surge Protection Standard; Health Canada Radio Frequency Exposure Guideline; Industry Canada Guidelines; Environmental Protection Standard; Infrastructure Health & Safety Association Electrical Utility Safety Rules; O. Reg. 22/04 under the *Electricity Act 1998* or any replacement therefor or any other applicable regulation administered by the Electrical Safety Authority; and the standards and requirements set by the Owner, including Safety Code 6 under the Town’s telecom protocol, together with any amendments thereto from time to time, it being understood that such amendments to the standards of the Owner are to be made at the sole discretion of the Owner.
- 1.27 **“Telecommunications” or “Communications”** means the transmission of voice, data, video or information of any kind by electromagnetic or optical signals.
- 1.28 **“Transferring”** means the removal of Attachments from one pole and the placing of the same Attachments on another pole.
- 1.29 **“Wireless Transmitters”** means stand-alone transmitters and/or receivers which use electromagnetic waves and may be connected to some form of wire or fibre optic cable to carry, transmit or re-transmit voice, data, video or signals over part or all of the communication path.

ARTICLE 2 – TERRITORY

- 2.1 This Agreement shall cover the Affixing and maintaining of the Attachments to the poles or other equipment of the Owner, within the area of Ontario where the respective service territories of the Owner and the Licensee overlap.

ARTICLE 3 – AUTHORIZATION, PERMISSION AND RIGHT-OF-WAY

- 3.1 The Licensee shall be responsible for obtaining any and all easements, rights of way, authorizations or permissions from others, including authorization or permission to locate on private property, municipal or provincial road allowances, or any other applicable authorization or permission required for private property or from any municipal, provincial or federal government or any agency, body or board thereof having jurisdiction with respect to the Affixing and maintaining of the Attachments provided for in a Permit Application. The Licensee may use a third party to carry out its responsibility described in this Section 3.1 but

the Licensee shall remain responsible for compliance with this Agreement.

- 32 Where permitted to do so, the Owner may assign benefits of easements, rights or licenses of way to the Licensee, on mutually agreeable terms.

ARTICLE 4 – TAXES

- 4.1 The Licensee shall pay, and indemnify and save harmless the Owner against, all taxes, rates, assessments or fees of every nature and kind lawfully assessed, which are directly applicable to or related to the Attachments designated in an Approved Permit Application or directly resulting from the privileges granted to the Licensee by this Agreement.
- 4.2 The Licensee agrees to remit payment for its portion of such taxes, rates, assessments or fees to the Owner, within **30 days** of request for same by the Owner. At the Licensee's request and expense, the Owner shall remit any such taxes under protest. The Licensee shall be free to negotiate with the taxing authority or institute legal proceedings against the taxing authority to have such taxes cancelled or reduced. Any refund of the Licensee's remittance received by the Owner in connection with such taxes shall be paid over to the Licensee with such interest as the Owner will have received from the taxing authority in respect thereof.

ARTICLE 5 – COMPLIANCE WITH STATUTES

- 5.1 This Agreement is subject to and the Licensee shall comply with all Applicable Laws and Standards.
- 5.2 The Licensee and its contractors shall comply with the requirements of all applicable statutes, regulations, directions, guidelines, policies and governmental and regulatory agencies and with the Standards, both at the time of Affixing and thereafter, including, but not limited to:
- (a) the safety qualifications of the Licensee's employees to carry out the work,
 - (b) the use of safe working practices in carrying out the work,
 - (c) training in safety awareness, and
 - (d) Good Utility Practice.

The Owner reserves the right to have the Licensee's employees or contractors removed from the jobsite for non-compliance with any of the above.

- 5.3 Any accident involving the Licensee or the Licensee's contractor which is reportable by law by the Owner to the Electrical Safety Authority must be reported by the Licensee to the Owner within twenty four (24) hours of the accident and any accident reportable by law to the Workplace Safety and Insurance Board or to the Ministry of Labour or to Human Resources and Development Canada or any notice or fine received from any of these authorities by the Licensee or the Licensee's contractor while working on the Owner's poles must be reported to the Owner within two (2) working days of the accident or notice or fine.
- 5.4 The higher requirements of the *Canada Labour Code*, R.S. 1985, C. L-2, the *Occupational Health and Safety Act* (Ontario), R.S.O. 1990, Chapter O.1 and O. Reg. 22/04 under the

Electricity Act 1998, if applicable shall govern safety regarding the Affixing, Rearranging, Transferring, maintenance or other work relating to Attachments. If there is any uncertainty about which Standards are applicable, the Licensee shall ensure that the Licensee or its contractor ceases all work immediately and contacts the Owner.

- 55 Any installation requiring an electrical supply must be approved by the Electrical Safety Authority of Ontario.
- 56 The Owner may, but is not required to, forward inquiries, questions, concerns and complaints (“**Complaints**”) relating to the installation, use and/or operation of the Attachments including without limitation those related to the effects of radio frequencies and electromotive force (“**RF/EMF**”) directly to the Licensee. The Licensee shall be solely responsible for addressing Complaints regarding its Attachments including without limitation any Complaints relating to the RF/EMF effects of its Attachments and shall implement a process to address any Complaints received concerning its Attachments. The Licensee agrees to make the <insert position>, at the contact information provided in Schedule D (“**Responsible Officer**”), available to members of the public to directly respond to Complaints. The Licensee shall provide the Owner with a document in a form and of substance satisfactory to the Owner to provide to members of the public related to the Complaints that includes contact information with names, email address and phone numbers and directs them to the Licensee and its Responsible Officer. In addition, where Complaints are forwarded to the Licensee by the Owner, the Licensee shall provide the Owner with a report on a quarterly basis of how such Complaints were actioned. The Licensee agrees to indemnify, defend and hold the Owner’s Indemnitees harmless from and against any Damages that the Owner may directly or indirectly suffer or incur as a result of any of the installation, use and/or operation of the Attachments including without limitation those related to Complaints and/or the effects of RF/EMF.
- 57 The Owner may require the Licensee to provide financial assurance for its obligations herein in the form of a letter of credit in a form and amount to be agreed as may be determined by the Owner acting reasonably.

ARTICLE 6 – APPROVAL OF PERMIT APPLICATIONS

- 6.1 The Licensee, or an Owner approved third party on its behalf, shall prepare, sign and deliver the Permit Application to the Owner.
- 6.2 Each Permit Application shall be accompanied by:
- (a) drawings, plans or designs in a format approved by the Owner (Schedule B sets forth the minimum requirements but the Owner shall have the right at any time to impose additional requirements as it deems appropriate, acting reasonably) and signed and sealed by a Professional Engineer registered in Ontario to indicate compliance with all Standards including the Licensee’s standard design drawings and standard specifications (included lab-verified power consumption reports for each attachment), which shall have been prepared, signed, and sealed by a Professional Engineer licensed in the Province of Ontario; or drawings, plans or designs, together with a Certificate of Approval of the drawings;
 - (b) confirmation of the contractor who will be performing the installation and any associated work on the Town’s Infrastructure, including contact information, and associated insurance certificate (as detailed in Article 12); and

- (c) other items that the Owner may reasonably require and shall have requested from the Licensee pursuant to the terms of this Agreement including but not limited to details regarding any connection to a source of electrical power for the Attachments.
- 6.3 If the Owner is satisfied that the Permit Application documentation is in accordance with this Article and is compliant with all Standards, the Owner will make commercially reasonable efforts to process the Permit Application within the Owner's proposed timeline from receipt of completed Permit Application documentation
- 6.4 Each Approved Permit Application shall be deemed to have been issued pursuant to this Agreement and shall be read and construed in accordance with this Agreement. Subject to compliance with Section 8.5, Permit Applications Approved prior to the Effective Date shall be deemed to have been Approved in accordance with the then current Standards.
- 6.5 The Licensee shall retain its copy of the Approved Permit Application as part of the Licensee's project file and may be required to produce the Approved Permit Application at any time when requested by the Owner.
- 6.6 Permit Applications for additional Attachments to an existing pole must be submitted and Approved using the same procedure set out in this Agreement for obtaining Approval to Affix new Attachments. The Licensee acknowledges that no more than 2 Attachments may be affixed to a pole at any time.
- 6.7 When exercising its discretion as to whether to grant Approval to a Permit Application, the Owner shall exercise its discretion reasonably where the Licensee has complied with all terms this Agreement.
- 6.8 When exercising the foregoing discretion, the Owner will consider its requirements with respect to, but not limited to, the following:
- (a) safety;
 - (b) operation of the Owner's Infrastructure;
 - (c) planning;
 - (d) aesthetics;
 - (e) road authority and property owner requirements; and
 - (f) any other matters which the Owner, acting reasonably, may deem relevant and communicate to the Licensee by notice in writing in accordance with Article 17 – .
- 6.9 It is expressly understood and agreed that Approval of a Permit Application, or use under a Permit Application, will be denied if, in the sole discretion of the Owner, the Attachments, or use derived therefrom could be:
- (a) damaging to the Owner's infrastructure ; or

- (b) unreasonably constraining on the Owner's use of their Infrastructure; or
- (c) damaging to existing attachments and/or service of a third party on the Owner's Infrastructure; or
- (d) non-compliant with the obligations of the Owner.

Any such denial shall be communicated to the Licensee by notice in writing to the individual who filed the Permit Application.

- 6.10 The Licensee shall provide, at its cost, safety sheets including but not limited to any information that would be required by O. Reg. 22/04 audit requirements for each piece of Equipment that it plans to install.

ARTICLE 7 – GRANT

- 7.1 For each Permit Application Approved pursuant to Article 6, the Owner hereby grants to the Licensee the permission to Affix and maintain such of its Attachments to such Infrastructure of the Owner as may be designated on each Approved Permit Application in accordance with the terms of this Agreement and any terms specified in said Permit Application.
- 7.2 The permission to Affix and maintain Attachments as described in an Approved Permit Application shall be deemed to be effective as of the date of the Approval of such Permit Application by the Owner. The Licensee must exercise this permission within **30 days** of the date of Approval of the Permit Application or **30 days** of the date of the completion of the Make-ready Work or within some other time period as mutually agreed to by the Parties, whichever is later, failing which the Approval is of no force and effect and the Licensee may be required to submit a new Permit Application requesting permission to Affix its Attachments.
- 7.3 If the Owner, acting reasonably, determines that the Attachments Affixed pursuant to the requested Permit Application will be:
- (a) damaging to the Owner's existing Infrastructure; or
 - (b) unreasonably constraining on the Owner's use of their Infrastructure; or
 - (c) damaging to existing attachment and /or service of a third party on the Owner's Infrastructure; or
 - (d) non-compliant with the obligations of the Owner,

the Licensee agrees that any Approved Permit Application may be revoked either before or after the Affixing of Attachments, at the sole discretion of the Owner. The Owner shall provide written notice of the Owner's intent to revoke the Approved Permit Application and the Licensee shall remove the Attachments within **90 days** after receipt of the notice. If the Licensee fails to remove its Attachments within that **90 day** period, the Owner, or its designate, may remove the Attachments and the Licensee shall be responsible for the reasonable costs of the Owner in so removing the Attachments.

Any such revocation as it relates to existing Attachments shall be communicated to the

Licensee in accordance with Article 14 – and Article 17 – , and the Licensee shall pay the cost of removal of the Attachments in accordance with Article 12 and Article 9 – . For greater certainty, the termination rights in this section apply to Attachments Affixed pursuant to individual Approved Permit Applications and are not intended to allow for bulk termination of Approved Permit Applications.

7.4 To the extent that other agreements do not prejudice the Licensee rights granted hereunder, the Licensee agrees that this Agreement does not restrict the Owner in entering into agreements with any other parties respecting the use of the Owner’s Infrastructure.

7.5 At all times:

- (a) the Attachments shall remain the property of the Licensee; and
- (b) the Infrastructure shall remain the property of the Owner

ARTICLE 8 – INSTALLATION AND MAINTENANCE

8.1 The Licensee agrees that it will not Affix any of its Attachments to the Owner’s Infrastructure until the Owner approves the Permit Application designating such Attachment. The Licensee agrees that it is solely responsible for Affixing and maintaining its Attachments to the Infrastructure of the Owner. The Licensee agrees that it shall only use Equipment for which it has provided safety data sheets to the Owner and which permit the Owner to safely work in close proximity to such Equipment.

8.2 The Licensee covenants and agrees with the Owner to Affix and maintain its Attachments in a safe and serviceable manner satisfactory to the Owner, acting reasonably, and in accordance with the Standards and Good Utility Practice, and in such a way as not to

- (a) interfere with the operation, maintenance, repair and replacement of the Owner’s Infrastructure; or
- (b) interfere with the electrical supply carried by the Owner’s infrastructure;
- (c) be damaging to existing attachments or service of a third party.

- 8.3 Without limiting the generality of the foregoing, the Licensee is responsible for the installation of all guys, anchors and other equipment required for, or related to, the Affixing and maintaining of Attachments in accordance with the Standards.
- 8.4 The Owner and Licensee recognize that, from time to time, existing Standards may be amended or new standards may be enacted and that these amendments or enactments may affect both of the Parties to this Agreement. The Owner specifically reserves the right to require the Licensee's compliance with the new standards or amended Standards. Any new standards or changes to the Standards shall be applied in a reasonable manner: - e.g. safety related concerns may have to be resolved by changes to existing plant or attachments, whereas other changes may apply only to new installations. Where either Party determines that it has been substantially prejudiced by any such amendment or enactment, it will advise the other Party. The Parties agree to engage in discussions with a view to addressing the alleged prejudice and may engage the Dispute Resolution process where necessary. During these discussions or Dispute Resolution, the Agreement and/or Approved Permit Applications will continue in full force and effect. The Town of Milton is currently engaged in work, along with other Halton Municipalities and the Region of Halton, on a "Digital Access Strategy". Upon completion of this work, there may be best practices adopted by the Town of Milton that will be incorporated into any future terms or forms of this agreement.
- 8.5 The Licensee agrees that, upon the Attachments being made in accordance with the provisions of this Agreement, it will not make any alterations to its Attachments (Emergency Situations excluded), so as to affect technical considerations or safety, unless:
- (a) such alteration is approved by the Owner using the same procedure as for a new Attachment, if required, as described in this Agreement; and
 - (b) such alteration is carried out in accordance with the Standards and in such a way as not to interfere with the Owner's Infrastructure, or of other permitted users of the Infrastructure.
 - (c)
- Notwithstanding the foregoing, the Licensee shall be permitted to swap out or exchange existing Attachments with new Attachments that (i) are not materially different in size or weight, or power consumption (ii) do not have any impact on the pole, and (iii) do not result in change in the location of the Attachments or any other attachments on the pole ("**Swap-out**") without having to comply with Article 6 – but after providing written notice to the Owner of the Swap-out.
- 8.6 If the Licensee applying for a Permit Application requires third party Make-ready Work, the Licensee shall coordinate the aforementioned with the third party.
- 8.7 The Owner may, at its discretion acting reasonably, require that an employee or designate of the Owner be present when the Licensee is Affixing, Rearranging, or removing its Attachments so as to ensure that the work is carried out in accordance with the terms of this Agreement. The Licensee agrees to provide **five (5)** working days' notice prior to the start of any such work and agrees to pay to the Owner the costs of such employee or designate that is reasonably necessary for the carrying out of the provisions of this clause in accordance with Article 11 – .
- 8.8 The Licensee shall ensure that its installations are inspected and approved in accordance with any applicable regulation, including, but not limited to Section 8 of O. Reg. 22/04 under the

Electricity Act 1998, and the Distribution System Code-Appendix C.

- 8.9 Within **45 days** of the completion of the work, the Licensee shall provide the Owner with acceptable As-Built drawings (signed and dated) and also an acceptable form of Record of Inspection and Certificate (Certificate of Construction) to enable the Owner to verify the accuracy and completion of the work.
- 8.10 In order to ensure the accuracy and completeness of existing Approved Permit Applications, a field inspection shall be made jointly at intervals mutually agreed upon, but generally, once every five years. Any discrepancies between the field conditions found and the Approved Permit Applications will be corrected and a new Permit Application to reflect the actual field conditions will be submitted by the Licensee for Approval in accordance with this Agreement. If the new Permit Application is not Approved, the Licensee will be notified in writing of the reason why Approval was denied and, within **thirty (30) days**, or such longer time period as the Owner may reasonably determine, the Licensee must either remedy the deficiency and reapply for a new Permit Application or remove the Attachments, and the provisions of Article 9 – through Article 12 – shall apply. Every effort will be made to include all Infrastructure users in the field inspection. Participating parties will come to a negotiated agreement regarding the allocation of costs.
- 8.11 The Licensee agrees to place labels and warning labels on its Attachments in a manner acceptable to the Owner to assist in field identification of ownership of Attachments made by various permitted users of the Infrastructure.
- 8.12 At the end of each calendar year, the Licensee shall notify the Owner in writing of the Licensee’s Attachments that are no longer required. The Parties, acting reasonably, shall determine the actions to be taken, which may require the Licensee to remove, reactivate or sell such Attachments. If so required, the Licensee shall remove, sell or reactivate such Attachments within one (1) year, or within such other time period as agreed to by the Parties. The Licensee shall pay all associated costs with respect to such Attachments. The Owner reserves the right to carry out periodic audits of the Licensee’s Attachments. In the event of false declaration or non-declaration, the Licensee shall pay the full cost of the audit and any associated damages together with all other amounts payable under this Agreement. Any disputes arising from this Section 2 shall be addressed in accordance with the Dispute Resolution process set out in Article 19 – .
- 8.13 The Licensee shall, at all times and in accordance with the terms and conditions of this Agreement, maintain and operate its Attachments in a safe and serviceable condition, and replace Attachments as they deteriorate, become defective or unsafe. A safety audit should be carried out at an interval mutually agreed upon by the Owner and Licensee.
- 8.14 The Licensee agrees that the Owner may change the nature or configuration of its infrastructure or change the characteristics, of its Infrastructure at any time.
- 8.15 The Licensee shall ensure that inspection activities under, or in connection with, this Agreement are only performed by individuals who are qualified to perform inspections in accordance with O. Reg. 22/04 under the *Electricity Act 1998* or any replacement therefor or any other applicable regulation administered by the Electrical Safety Authority.

- 8.16 From time to time, the Owner or Licensee may have safety hazards and significant conditions with its plant, requiring prompt response. Each Party will make best efforts to inform the other of safety hazards.
- 8.17 Except in an Emergency Situation or where the Owner is conducting repairs or maintenance on a pole, or a capital construction project is being carried out by the Town, the Licensee and its authorized representatives and agents shall have unrestricted and direct access to all poles with Attachments, 24 hours a day, 7 days a week for the purposes of installation, operation, maintenance or repair of the Attachments provided that the Licensee and its authorized representatives and agents shall always comply with all Applicable Laws in performing any installation, operation, maintenance or repair of the Attachments. In the event that a capital construction project is being carried out by the Town on the road allowance in which the Licensee has attachments to Town Infrastructure, the Town shall notify the Licensee at least 30 (thirty) days in advance of any construction starting to provide details to the Licensee of any restrictions for access or Operational constraints that may occur during Town construction, notwithstanding the provisions of this agreement outlined in Section 10.5.
- 8.18 The Licensee agrees that the Owner or its subcontractors or agents shall at all times have unfettered access to its Infrastructure and shall be entitled to access any disconnects or locked boxes, switch off power to any Attachment on that pole without notice for such duration of the time as it, in its sole discretion, determines is necessary in order to complete such installations, repairs or maintenance.
- 8.19 The Licensee acknowledges that the safe, stable operation of the Town's Infrastructure is paramount, and the Owner is entitled to take such steps as it determines are necessary to maintain the safe, stable operation of the electricity grid. The Owner shall be entitled to take such action without notice to the Licensee but shall as soon as practicable provide Licensee with notice of the steps taken by the Owner.

ARTICLE 9 – FEES

- 9.1 The Licensee shall pay to the Owner for each year of the Term, within the time period specified in Section 9.6, an Annual Licence Fee determined by multiplying the number of Licensee Attachments on the poles of the Owner as of December 31 in that year by the Attachment Licence Fee for that year as determined in accordance with Section 9.2. For certainty the Parties acknowledge and agree that the Annual License Fee shall be payable in accordance with this Article 9 – for the final year of the Term notwithstanding that the time for payment pursuant to Section 9.6 shall be after the expiration of the Term of this Agreement.
- 9.2 The Attachment Licence Fee for each year of the Term shall be as set forth in Schedule C.
- 9.3 On or after the last day of December of each year of the Term commencing in December 2021 the Owner shall deliver an invoice to the Licensee for the Annual Licence Fee and the Annual Electrical Fees for that year of the Term, determined in accordance with Section 9.1 and Schedule C. The invoice shall itemize the number of Licensee Attachments, provide a breakdown of the calculation of the Annual Licence Fee and Annual Electrical Fee and shall include the Licensee's "site numbers/referenced codes" as provided in each Permit Application. Any dispute regarding the number of Licensee Attachments shall be settled

between the staffs of the Licensee and the Owner, and failing resolution, the Dispute Resolution process set forth in Article 19 – shall be applied, with any adjustments being reflected on the following year’s invoice for the Annual Licence Fee and Annual Electrical Fee.

- 94 If, at any time during the Term an Attachment is Affixed to Infrastructure of the Owner without a Permit Application being Approved by the Owner for such Attachment, then the Licensee will be given five (5) business days to submit a complete application and associated fees (Application Review Fee and Inspection Fee) to the Owner. Should the Licensee not submit the application and associated fees within this timeline, then the Owner will proceed to remove the attachments from the Owner’s Infrastructure, in accordance with Section 10.1(c), at the sole cost of the Licensee. . For certainty the Parties agree that it shall be the responsibility of the Licensee to provide to the Owner upon request a copy of the Permit Application for any Attachment, failing which the provisions of this section shall apply. Nothing in this Section 9.4 limits or restricts the Owner’s ability to remove any such Attachment at its sole discretion.
- 95 In addition to the Annual Licence Fee and any other payments required under this Agreement, the Licensee is solely responsible for all of the costs associated with Affixing and maintaining the Attachments to the poles of the Owner. The Owner’s costs during regular workday business hours of correspondence related to site meetings, preparing cost estimates, joint field visits, reviewing and Approving the Permit Application, and verifying completed work will be the responsibility of the Licensee and shall be paid in accordance with Section 9.6. Without limiting the generality of the foregoing, the Licensee shall be responsible for the cost of:
- (a) Make-ready Work;
 - (b) Affixing the Attachments;
 - (c) cleaning up the site around each pole where the Licensee has Affixed Attachments and thereafter ensuring safe disposition of all materials;
 - (d) conducting a field inventory or audit program in accordance with the cost sharing arrangements as mutually agreed between the Parties; and
 - (e) any other reasonable expenses associated with the Licensee’s obligations under this Agreement.
- 96 All invoices rendered by the Owner pursuant to this Agreement shall be paid within Thirty (30) days of receipt and all invoices that are outstanding for longer than Thirty (30) days will be subject to interest charged at a rate of one and one-half percent (1.5%) per month compounded monthly (19.56% per annum). The interest shall run from the due date of payment of the invoice until the date the payment is actually received by the Owner. If the Licensee fails to pay any invoice within thirty (30) days, the provisions of Section 11.2 shall apply. The Owner may also pursue any and all remedies it deems appropriate, including the realization of any security posted with it, to recover the outstanding amounts owed to it by the Licensee.
- 97 With respect to timing of payment, the following shall apply:
- (a) Application Review Fee to be paid at time application is submitted to the Town for review;
 - (b) One (1) Inspection Fee to be paid upon approval of the application;

- (c) Annual License Fee shall be payable upon approval of the application, and shall be payable each subsequent year of the term, in accordance with process set out in Section 9.3
- (d) Annual Electrical Fee shall be calculated as indicated in Schedule C, and payable upon approval of the application, and shall be payable each subsequent year of the term, in accordance with the process set out in Section 9.3

**ARTICLE 10 – REMOVAL, REPLACEMENT OR RELOCATION OF
INFRASTRUCTURE OR ATTACHMENTS**

10.1 (a) The Licensee agrees that, if at any time the Owner deems it necessary, or is required, to remove, replace or change the location of any Infrastructure designated by any Approved Permit Application to which Attachments are Affixed, whether the change or removal be on a temporary or permanent basis, the Owner shall notify the Licensee of the requirement to remove or relocate its Attachments specifying the time by which the Attachments must be removed or relocated, whereupon the Licensee, at the time specified in the notice shall, at the cost and expense of the Licensee, remove its Attachments from that Infrastructure. Except when the notice specifies to the contrary, after removal the Licensee may transfer the Attachments to the same Infrastructure in the new location or to new Infrastructure, as the case may be. In either case this Agreement and the associated Permit Applications shall continue to apply to the Attachments so transferred. The Owner will endeavour to give the Licensee at least **ninety (90)** days' prior written notice of any such removal, replacement or change in location of Infrastructure, but where circumstances, as reasonably determined by the Owner, require otherwise, including in Emergency Situations, the Owner may give verbal notice or no notice or such shorter notice as the Owner deems appropriate under the circumstances acting reasonably.

(b) The Licensee acknowledges and agrees that in certain situations the Owner may remove Infrastructure and not replace it. In such case the Licensee shall remove the Attachments from the existing Infrastructure within the time specified and the applicable Permit Application would terminate.

(c) The Licensee acknowledges and agrees that where the Licensee fails to remove or relocate its Attachment within the notice period specified by the Owner in the written or verbal notice, the Owner, or its designate, may remove and/or relocate the Attachments and the Licensee is responsible for the reasonable costs of the Owner in so removing and/or relocating the Attachments. In the event that the Licensee requires a temporary, stand-alone pole, under Licensee ownership, to be placed within the Town's right of way, the Licensee shall comply with all permit requirements of the Town's Road Occupancy, Fouling, and Entrance Permit By-law 035-2020, as may be amended from time to time. For clarity, any work within the Town's road allowance that requires excavation or installation of stand-alone poles or infrastructure, will at a minimum require a Road Occupancy Permit from the Town.

10.2 If the Licensee fails to comply with a notice given pursuant to this Article, then the Owner, unless notified by the Licensee with regard to an alternative method of compliance acceptable to the Owner acting reasonably, shall be subject to a monthly Inspection Fee, until compliance has been achieved, or as otherwise agreed by the Parties. Alternatively, the Owner may remove

or relocate the Attachments, at the Licensee's cost, and without further notice to the Licensee and if unpaid by the Licensee, the Owner has the right to recover its costs through any means available to it at law, including from the Licensee's security deposit established in Article 5, until such time as the Licensee has fully complied with the Owner's notice. In addition, the Owner may carry out the work with respect to the Attachments, as specified in the notice, with no liability for damage to the Licensee's plant and at the expense of the Licensee.

103 Where, at the time an Approval is granted, the presence of the existing Attachments causes the Owner to perform Make-ready Work to accommodate the new Attachment, the Licensee shall pay to the Owner the cost of such Make-ready Work.

104 In instances where plant adjustments are initiated as a result of work being done by a municipality or a federal, provincial or municipal governing body or authority in Ontario, all conditions of notification and scheduling of work indicated may be null and void. These arrangements may be dictated by the requirements of the municipality or said governing authority in Ontario.

105 Relocation of Attachments Due to Municipal Work:

- (a) Where the Owner requires and requests the Licensee to undertake a relocation for bona fide municipal purposes, including a project of the Owner, the Owner shall notify the Licensee in writing and the Licensee shall, within ninety (90) days thereafter or such other time as agreed to by the Parties having regard to the schedules of the Parties and the nature of the Relocation required, perform the relocation and any other required and associated work, at the sole expense of the Licensee
- (b) The Owner will, to the best of its ability, avoid unnecessary relocations, and will make good faith efforts to provide alternative routes for the Licensee's attachments affected by the relocation to ensure uninterrupted service to the Licensee's customers. The Owner shall also provide, in a timely fashion, all permits and approvals required to allow the Licensee to relocate the Licensee's attachments
- (c) If, prior to the issuance of an Attachment Permit Approval, the Owner advises the Licensee in writing that its proposed location for the new attachment will be affected by projects in its five-year capital works plan, and the Licensee, despite being advised of such, requests the Owner to issue the permit approval, then the Owner may issue a conditional approval stating that the Licensee will be responsible for all relocation costs if the Owner requires the Licensee to relocate the Licensee attachment(s) within five (5) years of the date of the Attachment Permit Approval for any project identified within the five-year capital works plan.
- (d) For Licensee attachments for which a permit approval was issued after the date of this agreement, and for which the Owner did not advise of a capital-works project as in section 10.5(c), the Owner shall pay the percentages of the Licensee's relocation costs ("in kind" or "like for like" Licensee attachments) set out in the following table:

Year in which Permit Approval was issued	Percentage or Relocation Costs paid by Owner
Years 1 to 5	100%
Year 6	80%
Year 7	60%
Year 8	40%
Year 9	20%
Year 10 and thereafter	0%

106 All charges to the Licensee for carrying out work referenced in this Article shall be reasonably determined by the Owner and payable by the Licensee in accordance with Articles 9, 11 and 12

ARTICLE 11 – PAYMENT FOR WORK

11.1 Upon completion of any work performed by the Owner on the Licensee’s behalf as contemplated by any provision of this Agreement, the Owner will render an invoice or invoices to the Licensee for the actual cost (including financial overheads) of performing such work.

11.2 If an invoice delivered pursuant to this Agreement is outstanding for more than thirty (30) days, subject to the dispute resolution process in Article 19 – , the Owner shall have the right to terminate this Agreement.

11.3 Licensee will pay for electricity consumption in accordance with Owner’s billing policies, and as outlined in Section 9.7 and Schedule C.

ARTICLE 12 – LIABILITY, INDEMNITY AND INSURANCE

12.1 The Licensee agrees that neither the Owner nor any of its directors, officers, shareholders, employees or agents (the Owner and such other persons, collectively, the “**Owner’s Indemnitees**”) is or shall be responsible for any damage, harm or problems of any kind caused to the Attachments or the signals or supply carried by the Attachments which may arise from the Owner’s equipment or the electrical supply carried by its equipment, except for such damages, harm or losses caused by gross negligence or wilful misconduct of the Owner or its agents or contractors. The Licensee represents and warrants to the Owner that the Licensee shall only use equipment and technology which is safe for workers to work in close proximity to such technology and is fully compliant with all Applicable Laws and safety standards.

12.2 The Licensee assumes all risk of loss or damage, including damage to or loss of its Attachments or of its service or its equipment, or to the plant or service of the Owner arising from any act or omission of the Licensee or its agents and contractors under this Agreement, save and except for such portion of losses or damages caused by the gross negligence or wilful misconduct of the Owner, and does hereby release the Owner and the Owner’s Indemnitees from all claims and demands with respect thereto.

12.3 The Licensee does hereby indemnify, defend and save harmless the Owner’s Indemnitees from all claims and demands for or in respect to any loss, damage or injury to property or persons

(including loss of life), including those of third parties, arising out of, or attributable to, the exercise by the Licensee or its agents or contractors of the Approvals herein granted, save and except for such portion of loss or damage caused by the gross negligence or wilful misconduct of the Owner. Such indemnification shall include, but not be limited to, compensation to the Owner's Indemnitees for time required to prepare for and attend hearings, for all reasonable legal fees and costs, for fees and costs of expert witnesses reasonably incurred and for the payment of any out of court settlement or judgment, including costs, made by a Court, tribunal or decision maker and any and all appeals with respect thereto.

- 124 The Licensee shall, during the Term of this Agreement and any renewals thereof, maintain commercial general liability insurance coverage with an insurer licensed to do business in the Province of Ontario with a limit of not less than five million dollars (\$5,000,000) per occurrence including coverage for third party bodily injury, personal injury and property damage and shall contain cross liability and severability of interest clauses. The Policy shall be endorsed to name the Owner as an Additional Insured and provide for 30 days' written notice to the Owner of cancellation or material change in risk. Umbrella or excess liability insurance may be used to achieve the required insured limits. The Owner shall not be responsible for the payment of any premium with respect to any such insurance, which is the sole responsibility of the Licensee.
- 125 Within 30 days of the Effective Date and within 30 days of each policy renewal during the Term and otherwise upon request of the Owner, the Licensee shall furnish to the Owner a certificate of such insurance evidencing the required coverages.
- 126 The Licensee agrees that the insurance described herein does in no way limit the Licensee's liability pursuant to the indemnity provisions of this Agreement.
- 127 During the term of the Agreement, the Licensee will immediately notify the Owner of any damage whatsoever to the equipment of the Owner or a third party or to persons arising as a result of the Licensee Affixing, inspecting, maintaining, changing, repairing or removing any of its Attachments to the Owner's poles. The Licensee will also immediately notify the Owner of any claims or notices of claims received by the Licensee related in any way to its Attachments.
- 128 During the term of the Agreement, the Owner will immediately notify the Licensee, but not any third-party having rights to the Licensee's equipment (whether by sublicense or otherwise) of any damage whatsoever to the Licensee's equipment arising as a result of the Owner Affixing any Attachments to the Owner's poles. The Owner will also immediately notify the Licensee of any claims or notices of claim received by the Owner related in any way to the Licensee's Attachments, or to any claims or notices of claim received by the Owner related in any way to any act or omission of the Licensee pursuant to this Agreement.
- 129 The Owner will provide to the Licensee reasonable written notice of its intention to significantly change the nature or configuration of its equipment or change the characteristics, such as voltage, frequency or power levels of the electrical supply carried by its equipment when the Owner has reason to believe that such change might have adverse effects on the Attachments, or the product carried by such Attachments, or place the Licensee in non-compliance with any of the provisions of this Agreement. The Owner is not responsible for any adverse effects on the Attachments, or the product carried by such Attachments, as a result of

any changes made by the Owner.

- 12.10 Notwithstanding anything to the contrary in this Agreement, neither the Owner nor the Licensee shall be liable to the other for, and the indemnities set out herein shall be deemed not to include indirect or consequential damages or damages for economic loss however caused, arising out of this Agreement.

ARTICLE 13 – TERM AND TERMINATION OF AGREEMENT

- 13.1 The term of this Agreement is for 1 year commencing on August 1, 2021 and ending on July 31, 2022 (“**Initial Term**”).
- 13.2 Prior to six (6) months before the End of Term Date, either Party may request the other to extend the Term of the Agreement for a further term of up to five (5) years on the same or amended terms and conditions as the Parties may agree, and in such case the Agreement, as amended, shall continue until the new End of Term Date.
- 13.3 If within twelve (12) months after any End of Term Date, the Parties have not agreed on the terms and conditions for a renewal Agreement, either party may invoke the Dispute Resolution process set out herein.
- 13.4 Should no extension request be made by either Party, as detailed in this Article, the Agreement shall continue in force for a second five (5) years term; the Agreement may be terminated at any time during the second five-year term by the Owner, upon notice in accordance with Section 13.5
- 13.5 Either party may terminate the agreement, upon providing thirty (30) days written notice to the other party, at any time during the term of the agreement.
- 13.6 At any time during the term of the agreement, the Parties, by mutual consent, may open the Agreement for renegotiation.
- 13.7 Subject to Sections 13.3 and 13.6, the Licensee shall, within a reasonable period of time (not to exceed 60 days) from the date on which this Agreement terminates as mutually agreed upon by the parties remove from the poles of the Owner its Attachments covered by this Agreement or the terminated Permit and ensure that the site where the removal occurred is left in a safe and equal or better condition than existed prior to the removal, at the expense of the Licensee.
- 13.8 The Agreement shall be deemed to remain in effect during the Dispute Resolution process under Article 19 – . All of the Owner’s and Licensee’s remedies to enforce outstanding obligations under this Agreement and Section 13.3 and Article 19 – shall survive termination of this Agreement.

ARTICLE 14 – TERMINATION OF APPROVAL

- 14.1 The Approval granted by each Permit Application Approved by the Owner pursuant to the provisions of this Agreement shall remain in full force from the date of the Approval until the earliest of:

- (a) the end of the Term of this agreement; or
 - (b) the date upon which the Attachment associated with the Approved Permit Application is removed by the Licensee or the Owner pursuant to this agreement; or
 - (c) subject to Section 14.2, the date upon which the Licensee defaults on any of its obligations under this Agreement beyond the applicable cure period; or
 - (d) the pole designated by such Permit Application is abandoned by the Owner.
- 14.2 If the Licensee fails or neglects at any time to fully perform and observe all the covenants, terms and conditions herein contained, excluding a default at any time in the payment of fees, which shall be paid in accordance with Section 9.6, but including the removal of Attachments, the Owner will notify the Licensee in writing of such default and the Licensee shall correct such default within thirty (30) days or such longer period as agreed to by the Owner. If the Licensee fails to cure such default within thirty (30) days of notice by the Owner or such longer period as agreed to by the Owner, the Owner may forthwith terminate the Approvals accompanying such Approved Permit Application.
- 14.3 The termination of an Approval pursuant to this Agreement shall not be deemed a termination of this Agreement unless the Permit Application containing such Approval is the last remaining or only Permit Application Approved pursuant to this Agreement, in which case the termination of such Permit Application will be deemed to be a termination of this Agreement, subject to the Licensee fulfilling all of its outstanding obligations and the right of the Owner to enforce any such outstanding obligations.
- 14.4 The Parties agree that obligations flowing from this Agreement, or a Permit Application Approved pursuant to this Agreement, will continue beyond the date of termination of the Agreement or Approved Permit Application, until the obligations are satisfied in full. All of the remedies to enforce outstanding obligations under this Agreement, including Article 19 – regarding Dispute Resolution, shall survive termination of this Agreement or an Approved Permit Application.
- 14.5 The Licensee shall, upon the termination of a Permit Application Approved pursuant to this Agreement, forthwith at the request of the Owner, but at the expense of the Licensee within thirty (30) days of receipt of notice, remove from the poles of the Owner its Attachments covered by this Agreement or the terminated Permit Application and ensure that the site where the removal occurred is left in a safe and equal or better condition than prior to the removal.
- 14.6 If the Licensee fails to remove the subject Attachments, as per Sec5, within thirty (30) days of receipt of notice, the Owner may, at the Licensee's sole risk and expense, and without further notice to the Licensee remove such Attachments. Upon the removal of such Attachments by the Owner, the Owner shall have the right to retain the Attachments so removed until the Licensee pays the cost of removal, and if the Licensee fails to pay to the Owner the cost of removing such Attachments within **[thirty (30) days]**, then the Owner will have the further right to sell the Attachments so removed and apply the proceeds against the costs of removing the Attachments. The Owner may also pursue any and all remedies it deems appropriate, including the realization upon any security posted with it, to recover the outstanding amounts owed to it by the Licensee.

- 14.7 When an Attachment on a pole subject to Joint Use is discontinued, the Licensee shall return its copy of the related Permit Application to the Owner and the Owner shall mark the Permit Application "cancelled".

ARTICLE 15 – EXISTING RIGHTS OF OTHER PARTIES

- 15.1 Nothing herein contained shall prevent or limit the right of the Owner from granting to others, not party to this Agreement, the right to occupy its poles.
- 15.2 If the Owner has granted or may in future grant permission to others, not parties to this Agreement, to use any poles owned by the Owner, whether said poles are covered by this Agreement or not, then nothing herein contained shall be construed as affecting such permission. The Owner shall have the right to continue and extend such existing permissions and to grant new permissions, in each case in its sole and unfettered discretion. The Licensee agrees that existing and future rights of third parties are in no way diminished by this Agreement. The Licensee shall treat third party Attachments to the pole with the same duty of care as is required by the Agreement between the Licensee and Owner, and will respect the rights and privileges of third parties.
- 15.3 The Owner shall not grant to any third party which includes, but is not limited to, any Affiliate or any other entity related to it, by contract or otherwise, rights or privileges to use any Joint Use Poles used by the Licensee or any poles for which it has given permission for such Joint Use by the Licensee, unless the Owner includes a requirement substantially the same as Section 15.2 above in Owners' agreement with the third party.

ARTICLE 16 – VESTED RIGHTS

- 16.1 It is understood and agreed that neither this Agreement, nor any Approval granted by the Owner, shall confer upon the Licensee any vested right or franchise, by implication or otherwise. Any rights or privileges that are expressly provided for in this Agreement shall come to an end if and when the Agreement has been terminated in accordance with its terms. However, any outstanding obligations of the Parties existing upon termination will survive termination.
- 16.2 It is further understood and agreed that this Agreement shall not confer upon the Owner any vested rights, or franchises, by implication or otherwise, to the Attachments, other than as provided for in this Agreement.

ARTICLE 17 – NOTICES AND ADMINISTRATION

- 17.1 Unless otherwise provided herein, any notice or other communication to a Party under this Agreement shall be given or served by hand, by registered mail (postage prepaid), by same day or overnight courier, or by email transmission addressed as per Section 17.2 and Schedule D.
- 17.2 Any notice, demand, acceptance or request required to be given hereunder:

- (a) Shall be in writing and be deemed to be given if either personally delivered, emailed or

mailed by registered mail, postage prepaid, at any time other than during a general discontinuance of postal services due to a strike, lockout, emergency or otherwise, and addressed to the Owner and the Town at the addresses set out below:

Owner:

The Corporation of the Town of Milton
150 Mary Street
Milton, Ontario
L9T 6Z5

Tel: 905 878-7252
Fax: 905 878-6995
Email: engineering@milton.ca

Attention: Manager, Traffic – Development Services

Licensee:

or such change of address as the applicable party has by written notification forwarded to the Town and the other parties.

- (b) Any notice shall be deemed to have been given to and received by the party to which it is addressed:
 - (i) if delivered, on the date of delivery; or
 - (ii) if mailed, then on the fifth business day after the mailing thereof.

173 The Licensee, which is a corporation represents and warrants as follows:

- (a) it is a corporation validly subsisting under the laws of Ontario and has full corporate power and capacity to enter into this Agreement and any documents arising from this Agreement; and
- (b) all necessary corporate action has been taken by the Licensee to authorize the execution and delivery of this Agreement.

174 This Agreement shall be interpreted under and is governed by the laws of the Province of Ontario.

175 This Agreement shall not in any manner fetter the discretion or rights of Town Council or the Licensee under the Municipal Act, 2001, S.O. 2001, c. 25.

176 The Parties shall execute such further documents and cause the doing of such acts and cause the execution of such further documents as are within their power as the Parties may reasonably

- request be done or executed, in order to give full effect to the provisions of this Agreement.
- 177 Time shall be of the essence of this Agreement with respect to the Licensee's obligations.
- 178 This Agreement is binding upon and shall be enforceable by and against the parties, their heirs, executors, administrators, successors, successors in title and assigns.
- 179 If any provision of this Agreement is determined by a Court of competent jurisdiction to be illegal or beyond the power, jurisdiction, or capacity of any party bound hereby, such provision shall be severed from this Agreement and the remainder of this Agreement shall continue in full force and effect and in such case the parties shall negotiate in good faith to amend this Agreement in order to implement the intentions as set out herein. It is agreed and acknowledged by the parties that each is satisfied as to the jurisdiction of each party to enter into this Agreement. The parties agree that they shall not question the jurisdiction of any party to enter into this Agreement nor question the legality of any portion hereof, nor question the legality of any obligation created hereunder and the parties, their successors and assigns are and shall be estopped from contending otherwise in any proceeding before a Court of competent jurisdiction or any administrative tribunal.
- 17.10 This Agreement may be executed in any number of counterparts and all such counterparts shall for all purposes constitute one agreement, binding on the parties hereto, provided each party hereto has executed at least one counterpart, and each shall be deemed to be an original, notwithstanding that all parties are not signatory to the same counterpart. Delivery of an executed copy of this Agreement by facsimile or by electronic transmission in portable document format (.pdf) or other similar electronic means is as effective as delivery of an original thereof.
- 17.11 Operational contacts shall be as set out in Schedule D.

ARTICLE 18 – ASSIGNMENT

- 18.1 The Licensee agrees that it will not assign its interest, in whole or in part, in this Agreement, the privileges herein granted or any Approved Permit Application, without the prior written consent of the Owner, which consent shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall extend to, be binding upon, and ensure to the benefit of the Owner, its successors and assigns, and the Licensee, its successors or permitted assigns. The Licensee shall have the right to assign its interest in this Agreement to one of its Affiliates with prior written consent of the Owner which consent shall not be unreasonably withheld, provided that the Licensee shall remain liable for the fulfilment of all of the Licensee's obligations hereunder. Such consent may be requested more than once.
- 18.2 The Licensee may provide to a third party a right of use to any part of the Licensee's equipment that is Affixed to the Owner's equipment. All work related that IRU or the third party shall be done solely by the Licensee or its contractors and the IRU third party shall not have direct access to the Owner's poles or work within close proximity to energized electrical equipment, unless the Licensee has obtained the prior written consent of the Owner and the IRU third party

enters into a separate Licensed Attachment Agreement with the Owner. The Licensee shall not confer any vested right, or franchise, by implication or otherwise, to use the Owner's poles or equipment or any privileges under this Agreement to an IRU third party.

183 The Owner agrees that it will notify the Licensee of assignment of any of the Owner's interest in this Agreement.

ARTICLE 19 – DISPUTE RESOLUTION

191 General. The Parties desire to resolve disputes arising out of or relating to this Agreement without litigation. Therefore, except for action seeking a temporary restraining order or an injunction relating to the subject matter of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedures with respect to any controversy or claim ("Dispute") arising out of or relating to this Agreement or its breach.

192 Negotiation at Local Level. The Parties will first attempt to resolve the Dispute at the "local" level by each appointing a knowledgeable representative to meet and negotiate in good faith to resolve the Dispute. Each representative shall have the discretion and authorization to determine the location, format, frequency and duration of their negotiations.

193 Negotiation at Senior Level. If the above representatives are unable to resolve the Dispute within sixty (60) days of their first meeting, the Dispute shall be escalated and the Parties shall each appoint a senior representative to meet and negotiate in good faith to resolve the Dispute. In the case of the Municipality, the senior representative shall be the Director and, in the case of the Licensee, the representative shall be an individual with the authority to negotiate the Dispute.

194 Referral of Dispute. If the above senior representatives are unable to resolve the Dispute within sixty (60) days of their first meeting, either Party may refer the dispute for resolution to: the CRTC, for matters that fall within the authority and jurisdiction of the CRTC; or for all other matters, arbitration in accordance with Section 19.5.
Arbitration.

195 A Dispute referred to arbitration under Section 19.4 shall be settled in accordance with the Arbitration Act (Ontario) by a single arbitrator appointed by agreement of the Parties or, failing such agreement, by the Arbitration and Mediation Institute of Ontario. The decision of the arbitrator with respect to any matter in dispute (including as to all procedural matters and decisions as to costs) shall be final and binding on both and shall not be subject to appeal by either Party. The fees and expenses of the arbitrator shall be borne equally by the Parties hereto. The location of the arbitration hearing will be Milton, Ontario.

196 In the event of any arbitration under this Agreement, the arbitrator shall, in his or her absolute discretion, adopt such procedures as are best suited to the Dispute, the amounts in issue and the time within which the Dispute should be resolved. In establishing the procedures, the arbitrator may, if he or she deems appropriate, abridge or eliminate pre-hearing examination and/or determine that the entire arbitration be conducted in writing without an oral hearing.

ARTICLE 20 – SCHEDULES

- 20.1 The following schedules are hereby incorporated into and constitute part of this Agreement:
- (a) Schedule A - Permit Application Form
 - (b) Schedule B - Minimum Permit Application Drawing Requirements
 - (c) Schedule C – Fees
 - (d) Schedule D – Contacts

ARTICLE 21 – INTERPRETATION

- 21.1 The terms of this Agreement shall be governed by the laws of the Province of Ontario and Canada, as applicable. In the event that any court or arbitration tribunal declares any portion of this Agreement invalid, the remainder of this Agreement shall remain in full force and effect.
- 21.2 Nothing in this Agreement or its performance shall create a partnership, tenancy or agency relationship between the Parties, each of which is the independent operator of its facilities.

ARTICLE 22 – ENTIRE AGREEMENT

- 22.1 This Agreement, as of its Effective Date, is the entire Agreement between the Parties and supersedes and replaces any prior verbal or written agreement between the Owner and Licensee relating to the Attachments on the Owner’s poles, but any Permit Application granted Approval and outstanding under any prior agreement shall, notwithstanding anything contained in such prior agreement, remain in force and effect as if such Permit Application had been Approved pursuant to this Agreement, in accordance with Section 7.8 on the express condition that the Licensee satisfies all of the terms of this Agreement.

ARTICLE 23 – HEADINGS

- 23.1 The division of this Agreement into Articles and sections, and the headings of those Articles, are for convenience of reference only and shall not affect the interpretation of this Agreement.

ARTICLE 24 – LEGISLATIVE REFERENCES

- 24.1 Any references in this Agreement to any statute, by-law, rule, regulation, order or act of any government, governmental body or other regulatory body shall be construed as a reference thereto as amended or re-enacted from time to time or as a reference to any successor thereto.

ARTICLE 25 – WAIVER

- 25.1 The failure of any Party to this Agreement to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any rights under this Agreement, and the Party shall be at liberty to enforce such terms and conditions at any time thereafter.

ARTICLE 26 – ENVIRONMENTAL OBLIGATIONS

- 26.1 The Owner makes no representation or warranty with respect to condition, defects, nature, composition, use (past, present or future) of land or plant. The Licensee hereby accepts land and plant of the Owner on an “as is” basis.
- 26.2 The Licensee shall comply with the provisions of any federal, provincial or municipal environmental laws which, during the continuance of this Agreement shall become applicable to the land, plant or Attachments pertaining to Approved Permit Applications. If any governmental authority exercising jurisdiction with respect to environmental protection requires, in respect of any Attachments, the installation of equipment or apparatus, or requires that any other action be taken, then the Licensee shall promptly notify the Owner and install such equipment or apparatus or take such measures as may be required by such governmental authority. The Licensee shall be solely responsible for the cost of all work carried out to comply therewith.
- 26.3 Upon the termination of this Agreement, the Licensee shall leave the pole, plant and land upon which the pole is situated free of any environmental contamination resulting from the Licensee’s Attachments or activities. If and when challenged in the future, the Licensee shall have the burden of proving that any environmental contamination has not resulted from its Attachments or activities.
- 26.4 In the event the Licensee fails to comply with its obligations in this Article to the satisfaction of the Owner, the Owner may undertake any such work that it considers necessary to correct any environmental contamination which may have resulted from the Attachment or conduct of the Licensee, and all expenses incurred by the Owner, either directly or indirectly, shall be payable by the Licensee upon receipt of the Owner’s invoice.
- 26.5 The responsibility of the Licensee to the Owner with respect to the environmental obligations contained herein shall continue to be enforceable by the Owner notwithstanding termination of this Agreement.

ARTICLE 27 – FORCE MAJEURE

- 27.1 If as a result of force majeure a Party is delayed in or prevented from performing or observing any of its obligations (except any obligation to pay a sum of money) under this Agreement: (i) the said Party shall, for a period of time equal to the duration of the force majeure, be relieved from the performance of the said obligation and shall not be deemed to be in default hereunder during such period, and (ii) the other Party shall not be entitled to any compensation for losses, damages, costs or expenses caused by such non-performance or delay.

ARTICLE 28 – REASONABLENESS

- 28.1 Unless indicated otherwise, each Party agrees that it shall at all times act reasonably in the performance of its obligations and the exercise of its rights under this License.

ARTICLE 29 – SUBCONTRACTING

- 29.1 The Licensee shall be as fully responsible to the Owner for acts and omissions of Subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Licensee.
- 29.2 On the Effective Date of this Agreement and thereafter on each anniversary of the Effective Date, the Licensee shall submit a list of all of its employees and other individuals who are qualified to perform inspections under this Agreement in accordance with O. Reg. 22/04 under the *Electricity Act 1998* or any replacement therefor or any other applicable regulation administered by the Electrical Safety Authority.
- 29.3 The Owner, acting reasonably, shall have the right to order the Licensee to remove from a project site any representative or employee of the Licensee or a Subcontractor who, in the Owner's opinion, is a detriment to the worksite.

ARTICLE 30 – AUDIT

- 30.1 The Owner may from time to time (but not more often than once per calendar year) require the Licensee to conduct a field Audit of the Licensee's Attachments for such purposes as the Owner may in its sole discretion, determine to be appropriate, including quantifying the number of Attachments, resolving discrepancies in quantities of Attachments and identifying Attachments that were not attached pursuant to an Approved Permit Application. The timing and nature of any such audit shall be determined by the Owner and the Licensee shall participate fully in the audit. Each Party shall bear their own costs of any such audit.
- 30.2 The Licensee shall, at all times and in accordance with the terms and conditions of this Agreement, maintain and operate its Attachments in a safe and serviceable condition, and replace Attachments as they deteriorate, become defective, unsafe or non-compliant with the Standards or Applicable Law. The Parties agree to conduct a public safety audit at a mutually agreed upon time by the Owner and Licensee.

ARTICLE 31 – CONFIDENTIALITY

- 31.1 The Owner shall maintain in strict confidence any and all Confidential Information in the same fashion as it does its own Confidential Information of like kind. The Owner may disclose such Confidential Information to any of the directors, officers, agents, employees, contractors and subcontractors of the Owner or any of its Affiliates which are bound by terms of their employment or retainer agreements to hold the Confidential Information confidential or agree to be bound by the obligations of confidentiality herein and who have a reasonable need to know such Confidential Information in the course of their duties for the Owner but only for the purposes of the Owner exercising its rights and obligations under this Agreement. "Confidential Information" means the Term of this Agreement, the Annual Licence Fee, and the locations of the Licensee's Attachments attached to the Owner's poles.
- 31.2 Notwithstanding Section 31.1:
- (a) if the Owner is required by law to disclose any Confidential Information to a court, government department or agency or regulatory body, or any other person, the Owner may so disclose; provided that it shall, to the extent permitted by law, first inform the

Licensee of the request or requirement for disclosure to allow an opportunity for the Licensee to apply for an order to prohibit or restrict such disclosure, and

- (b) the Owner shall be entitled to disclose to third parties the location of Attachments in discussing, replying to, or commenting on, permit applications for attachment of any material, apparatus, equipment or facility to the poles of the Owner including attachments related to the transmission of Telecommunications by such third parties.
- 31.3 The Owner shall be responsible for any breach of the obligations of confidentiality under this Agreement by it and by any person to whom it discloses any Confidential Information. The Owner agrees that the Licensee would be irreparably injured by a breach of the obligations of confidentiality under this Agreement by the Owner, or by any person to whom it discloses any Confidential Information, and that monetary damages would not be a sufficient remedy. Therefore, in such event, the Licensee shall be entitled to all available equitable relief, including injunctive relief without proof of actual damages, as well as specific performance. Such remedies shall not be deemed to be exclusive remedies for a breach of the obligations of confidentiality under this Agreement but shall be in addition to all other remedies available at law or equity. The obligations of confidentiality under this Agreement shall survive the termination of this Agreement.
- 31.4 Confidential Information provided by the Licensee shall be used exclusively by the Owner or any of its Affiliates, for the purpose of exercising the Owner's rights and obligations under this Agreement.
- 31.5 Upon termination of this Agreement, or upon **ten (10) days** written notice from the Licensee requesting return or destruction of any or all Confidential Information and in either case, after any Attachment to which the request for return or destruction of Confidential Information relates has been removed from the Owner's poles in accordance with the terms of this Agreement, the Owner shall return or destroy such Confidential Information except for: (1) working papers, permit application documents and documents relating to permit issuance, handling and enforcement containing Confidential Information; (2) Confidential Information contained in its GIS system; and (3) electronic backup or archived copies of such Confidential Information, all of which shall be destroyed in accordance with the Owner's document retention policy but until destruction shall continue to be subject to the confidentiality obligations set forth in this Article 31 – .
- 31.6** Notwithstanding anything else contained in this Article 31 – , the Parties acknowledge that the Owner is subject to the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) ("**MFIPPA**") and may be required to disclose Confidential Information in accordance with the provisions of MFIPPA.
- 31.7 This Article 31 – shall survive termination of this Agreement.

ARTICLE 32 – GOVERNING LAW

- 32.1 The terms of this Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

[Signature page follows]

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed on the day and year first above written.

The Corporation of the Town of Milton.

Per: _____

Name:

Title:

Per: _____

Name:

Title:

I have the authority to bind the corporation

“Licensee Legal Name”.

Per: _____

Name:

Title:

I have the authority to bind the corporation

SCHEDULE 'A' - PERMIT APPLICATION - CABLE/TELECOM CO./OWNER

Form 1: Town of Milton Permit for Licensed Pole Occupancy (Blank)



Town of Milton
 150 Mary St. Milton, ON
 Telephone (905) 878-7211 ext. 2398 Fax (905) 876-5029

PERMIT FOR POLE ATTACHMENT				Permit #
Attacher Information		Town of Milton Contact Information		
Company Name:		Company Name:		
Contact Name:		Contact Name:		
Title:		Title:		
Telephone Number:		Telephone Number:		
Cell #		Cell #		
e-mail Address:		e-mail Address:		
Permit & Design Detail Information				
Address/Location and brief description of proposed work				
Attacher's Drawings/WO #		# of existing attachments		
		# of new over lashes		
		# of new attachments		
		# of removals		
Attacher's Consultant firm		Engineer, P.Eng. Name and date drawings stamped		
Permit prepared by:	Date Issued:	Issued by:		
INSPECTION OF				
Construction Inspection by Attacher as a Record of Inspection:				
Name:				
Title:				
Telephone #:				
Date:				
Signature of Qualified Person				
This certifies that the construction work is completed and consistent with this application and meets the safety requirements of section 4 of Ontario Reg. 22/04. The site has been left in a condition that presents no undue hazard.				

**SCHEDULE 'B' - MINIMUM PERMIT APPLICATION DRAWING
REQUIREMENTS (AS PER OWNER'S SPECIFICATIONS)**

Basic Drawing Requirements (applies to all drawings)

- a. Title block (name & address of Licensee, date, north point, drawing/project number, location of project) including legal description
 - b. Name & phone number of the Project Manager for the specific application
 - c. Language: English/French as appropriate
 - d. Scale & Dimensions: Metric
 - e. Scale Size: Larger than or equal to 1:1000 (e.g. 1:1000, 1: 500, 1: 250)
 - f. Legend of symbols
 - g. Key Map
 - h. Street names: clearly indicated
1. Project Specific Drawing Requirements
- a. Sidewalks, driveways, trees, buildings, bridges, rivers, railroads, other utilities if they add clarity to specific issues
 - b. Clearly indicated poles and their ownership
 - c. Which side of the pole to be contacted
 - d. Electrical bonding locations
 - e. Proposed ground rods
 - f. Dips and/or risers
 - g. Ducts, guards, and/or concrete work on poles for dips and/or risers
 - h. Proposed and existing Licensee anchoring
 - i. Make-ready work anticipated by the Licensee with the Owner's poles or third party Attachments
 - j. Existing & proposed pedestal locations along route
 - k. Railroad, major highway, & river crossing engineering details & associated profiles
 - l. Pole height contact detail (by drawing or table) indicating dimensions above grade for all existing Telecommunications / CATV contacts by name, streetlight contacts, lowest Hydro contacts (neutral, secondary, primary, transformers, unprotected Hydro riser/dips) for both new and existing Support Strands
 - m. Horizontal offset measurements for proposed pole contact close construction to buildings, other non-Owner overhead systems (ex. traffic, street lighting, signs), and/or bridges
 - n. Wiring, wire routing, and Attachment methods to the pole
 - o. Curbs
 - p. Lot lines and/or buildings, and house numbers in front of poles

additional requirements may be identified as a result of permit application review by the Owner

SCHEDULE 'C' - FEES

Subject to the other provisions of this Schedule C and the Agreement, the following fees will be applicable until such time as the Town introduces these fees to the user fee Bylaw at which time the User Fee Bylaw rates will take precedence:

For each year, or partial year, of the Term	(1) Subject to the adjustment for inflation set out below, \$202 (tax exempt, as per Town's user fee by-law 072-2020 for encroachment rental fees) per year per attachment ; if attachment is removed mid-year, the annual fee will not be pro-rated.
For each year, or partial year, of the Term	(2) Subject to the adjustment for inflation set out below, an annual electrical fee, calculated as the lab-verified consumption per pole (assumed to be approximately 30W) x 24 hours/day X 365 days/year * XXX/kilo-watt hour
For each permit application	(3) Subject to the adjustment for inflation set out below, a one-time permit application review fee of \$233.77 (tax exempt), per attachment
For each permit application	(4) Subject to the adjustment for inflation set out below, a minimum of one (1) inspection fee of \$ 208 (tax applicable, as per Town's user fee by-law 072-2020 for engineering inspection fees), per attachment
As incurred	(5) Any costs directly incurred by the Owner, as a result of the Owner's designate completing any review or inspection related to the attachment permit application or approved application, will be recovered from the Licensee, by way of invoice from the Owner

Notes:

- 1.
2. Fees do not include any applicable tax such as HST.
3. Fees do not include Make Ready Work.
4. Fees do not include any installation, commissioning, operation, maintenance, repair or removal costs which shall be borne the Licensee.
5. The Application Review Fee, Annual License Fee, Annual Electrical Fee, and Inspection Fee shall be amended effective January 1 of each calendar year commencing January 1, 2022 by the Town's Municipal Price Index (MPI) or in accordance with changes made through future User Fee costing studies, consistent with the administration of the Town's User Fee By-law.

SCHEDULE 'D' – CONTACTS

Department	Contact Information (Phone number /email address)
Town of Milton <i>Contact for technical issues (non-emergency), permitting, and general inquiries.</i>	Manager, Traffic Development Services 905-878-7252 x2398 engineering@milton.ca
Outage Management Call Centre <i>Contact for emergency outages or work required within electrical limits of approach. (after 3:30 p.m. and on weekends)</i>	Ducon Utilities 905-638-2500

Communications Contacts

Contacts	Name and Title	Contact Information (Phone number and email address)
Operational contact <i>Contact for technical issues</i>	Owner: Manager, Traffic Development Services Licensee:	Owner: 905-878-7252 x.2398 engineering@milton.ca Licensee:
Contractual contact <i>Contact for issues relating to the agreement</i>	Owner: Manager, Traffic Development Services Licensee:	Owner: 905-878-7252 x. 2398 engineering@milton.ca Licensee:
Emergency contact <i>Contact for after-hours issues, wireless unit shut-down</i>	Owner: Ducon Utilities Street Light Contractor for Owner Licensee:	Owner: 905-638-2500 Licensee:

Complaint Contacts for Equipment on Poles

Position	Address	Contact Information
Owner: Manager, Traffic Licensee:	Owner: 150 Mary Street, Milton ON L9T 6Z5 Licensee:	Owner: engineering@milton.ca Licensee:

Mage Networks

Mage Networks is a Canadian internet technology company headquartered in Calgary, Alberta. We founded Mage because we understood the hardship that lack of Internet causes and we knew we could solve the problem. Our team includes engineers who were responsible for some of the most ground-breaking and fought-over innovations in the technology world, including Wi-Fi and 4G. Our technology, MagiNet™, is a new breed of mesh network with deep roots in the early days of broadband wireless. We can custom-design our networks to fit the unique needs and challenges of the community we're building it for. This means that we can connect even the most remote areas to fast, reliable, high-speed Internet.

Mage Networks Rural Milton High Speed Internet Access Project

In November, 2020, the Centre of Excellence in Next Generation Networks (CENGN) announced the Rural Broadband project in Halton Region. Mage Networks was chosen as the prime network developer and supplier for the project that will be undertaken in rural Milton. A copy of the CENGN press release can be found here:

<https://www.cengn.ca/cengn-announces-rural-ontario-broadband-project-in-halton-region/>

The initial project will include a 5km radius area around Brookville and will have the potential to connect 1,043 homes. CENGN has committed to funding up to \$500,000 of the initial \$1.8 million project budget. A possible second phase of the project could connect an additional 1,000 residences within a 10km radius of the starting point.

Mage Networks is currently working with a number of partners including the Town of Milton, Brookville Public School, Milton Hydro and Woodbine Mohawk Park in order to design and optimize the network to be built. Pending agreements with Milton Hydro for access to and use of their poles in the area, we estimate that initial construction and equipment installation will begin in March of 2021. We are currently working with a local engineering company to survey the availability of Milton Hydro poles in the area.

As part of our commitment to the project, Mage Networks is required to confirm a minimum of 350 subscribers to the network to be built in rural Milton. While initial interest has been significant, designing networks to encompass the greatest number of potentially interested residents would ensure the greatest efficiencies for network design and delivery. We are in contact with officials from the Town of Milton, the Region of Halton and the Ontario government and would appreciate any local insights in order to ensure the greatest awareness possible amongst residents in the area to complement formal advertising campaigns which will begin in February 2021.