

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

**BETWEEN: SPECTRUM TELECOM GROUP LTD.**

(hereinafter referred to as the "Licensor ")

**OF THE FIRST PART**

**AND: THE CORPORATION OF THE MUNICIPALITY OF EAST FERRIS**

(hereinafter referred to as the "Licensee ")

**OF THE SECOND PART**

**TELECOMMUNICATIONS TOWER and SHELTER AGREEMENT**

**Site:** North Bay-Imperial Rd, STG001

132 Imperial Road (Part Lot 34, Concession 15, West Ferris)

City of North Bay,

District of Nipissing

**WHEREAS** the Lessor owns and operates a tower and shelter facility located at 132 Imperial Road within the City of North Bay (as described above) referred to hereinafter as the **Site**.

**AND WHEREAS** the Licensor agrees to rent to the Licensee shelter space at the Site including the use of a Licensor-owned VHF dipole antenna as well as provide the AC power necessary for the operation of its VHF two-way radio repeater system.

**THEREFORE, IN CONSIDERATION OF** the mutual covenants set out below, the parties agree as follows:

1. **Licensed Facilities:** The Licensor hereby grants the Licensee the right to install a VHF radio repeater system and associated equipment, as specified in Schedule A, indoors in an area designated at its shelter and tower facility at a Site located within the City of North Bay, Ontario. In addition, the Licensee is allowed to connect its communication system to a Licensor-owned and installed VHF dipole antenna and associated transmission line (as described in Schedule A) that has been installed on the tower structure. The above indoor and outdoor described areas are collectively referred to as (the "**Licensed Facilities**").
2. **Term:** The Term of this Agreement shall be **five (5)** years beginning on the "Commencement Date". This Agreement will renew automatically at the end of this or any subsequent Term unless a notice of termination is given in writing by either party.

3. **Commencement Date:** The Commencement date for the Agreement shall be **January 1<sup>st</sup>, 2025**.
4. **License Fee:** In consideration of the rights granted by the Licensor to the Licensee, a monthly License Fee plus applicable tax, which is indexed on an annual basis, as stipulated in Schedule B, in lawful money of Canada, is payable in advance and will be invoiced by the Licensor (to the Licensee) on or about the first day of the month.

Any future requirements for ground, shelter, tower mounted equipment, or hydro energy that may be requested by the Licensee, will be negotiated when requested. The Licensor will consider antenna size, tower loading complications, available space, hydro capacity, and any other factors it considers prudent before granting it approval and setting the applicable monthly License Fee.
5. **Access:** The Licensee, or its contracted agents shall have escorted access, with four (4) hours prior notice, during business hours, to its indoor equipment at all times during the Term for the purpose of installing, checking, maintaining, and repairing its Equipment. Emergency escorted access requested by the Licensee after regular business hours will be dealt with in priority sequence, provided by the Licensor's on-call personnel on a best-effort over-time basis. Unless the parties enter into a separate agreement with the Licensor that covers the maintenance of the Licensee's equipment, any services provided by the Licensor to the Licensee for installation and/or maintenance of the Licensee's equipment will be billed on a time-and-materials basis. When applicable, escorted access to the Site for non-Spectrum Group employees will be billed to the Licensee at the Licensor's then posted prevailing rates.
6. **Connections for Hydro Energy and Telecommunication Services:** The Licensee, at its cost, has the right to access and connect its equipment to telecommunications facilities that serve the Site. Hydro energy used by the Licensee to power the equipment referenced in Schedule A shall be supplied by the Licensor. The power feed supplied by the Licensor shall be in the form of one (1) unprotected 110/220 VAC, 15 ampere circuit. The Licensor is not responsible for protecting or providing back-up protection of the Utility's supply of Hydro Energy to the Licensee's equipment. For clarity, if a back-up power feed is required, the Licensee shall provide its own source of back-up power in the form of a DC battery that is installed in its repeater equipment rack.
7. **Use of Licensor-Owned VHF Antenna:** The Licensor agrees to allow the Licensee to connect to and use, for the duration of this agreement, one (1) multi-element, stacked dipole antenna that is located on the tower in a position chosen by the Licensor. The Licensee's use of this Licensor-owned antenna will be restricted to one (1) repeater station supporting one (1) VHF frequency pair. The Licensor agrees to maintain, at its cost, the antenna and transmission line in good working order over the term of the agreement and any extensions thereto. Features, requirements, and overall coverage performance of the repeater station will be the responsibility of the Licensee and the Licensor is not responsible for any RF coverage gaps in the Licensee's operating area unless it is determined that any such coverage deficiencies are caused by a

failure or any measured degradation of the Licensors' antenna that is deemed outside of the manufacturer's specified performance parameters.

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

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

18. **Contacts:**

The Licensee (Notices):

Municipality of East Ferris  
Attention: Chief Administrative Officer  
25 Taillefer Road  
Corbeil, ON P0H 1K0  
Telephone No. (705) 752-2740 ext. 226  
Email: [municipality@eastferris.ca](mailto:municipality@eastferris.ca)

The Licensee (Rental Invoices):

Municipality of East Ferris  
Attention: Accounts Payable  
25 Taillefer Road  
Corbeil, ON P0H 1K0  
Email: [municipality@eastferris.ca](mailto:municipality@eastferris.ca)

The Licensor:

Spectrum Telecom Group Ltd.  
Attn: President & CEO  
505 Frood Road  
Sudbury Ontario P3C 5A2  
Telephone No. (705) 673-6661  
Facsimile No. (705) 673-0957  
(HST Number: 84426 5298 RT0001)

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

**Licensee:**

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

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

Name: Pauline Rochefort

Title: Mayor

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

\_\_\_\_\_  
Name:

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

Name: Kari Hanselman

Title: Municipal Clerk

\_\_\_\_\_  
Witness: (to the signature of K. Hanselman)

\_\_\_\_\_  
Name:

We have authority to bind the corporation.

**Licensor:**

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

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

Name: Darren Schankula

Title: Vice President Corporate Operations

I have authority to bind the corporation.

\_\_\_\_\_  
Witness: (to the signature of D. Schankula)

\_\_\_\_\_  
Name:

## Schedule A

### Licensee Equipment Installed/Tower Space Rental at North Bay, Imperial Road Site

**Site Coordinates: Latitude 46.2725°, Longitude -79.4092°**  
**Ground Elevation: 210 meters**

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

<b>QTY</b>	<b>Description</b>	<b>Shelter Floor Plan Location</b>	<b>AC Breaker/Circuit</b>
1	VHF Repeater Equipment Rack	As specified by Licensors	15 Amp
1	Antenna Multicoupler	As specified by Licensors	N/A

**Table B: Antenna Usage (Supplied by Licensors)**

<b>QTY</b>	<b>Description</b>	<b>Height on Tower (AGL)</b>	<b>Antenna Orientation</b>
1	VHF Stacked Dipole Antenna	250 feet (76 metres)	Azimuth TBD

Note: AVA550 type transmission line (as supplied by Lessor) is used to connect VHF antenna to the radio/antenna coupling equipment to be located inside the shelter.

**Schedule B**

Municipality of East Ferris License Fee Payment Schedule for North Bay, Imperial Road Site (Indexed 3.0 percent annually on January 1st)								18-Dec-24
Item No.	Indoor and Antenna Equipment	Quantity	Monthly Payment Year 2025	Monthly Payment Year 2026	Monthly Payment Year 2027	Monthly Payment Year 2028	Monthly Payment Year 2029	Monthly Payment Year 2030
1	Equipment per Schedule A	1	\$250	\$258	\$265	\$273	\$281	\$290
Total Monthly Rental Fees			\$250	\$258	\$265	\$273	\$281	\$290