

Town of Georgina

Progress Report: Broadband Strategy

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Executive Summary

This report is the culmination of a process that began in October 2019 with the project entitled “Enhancing Internet Connectivity in Georgina: Defining the current state and path forward”. This first phase included the preparation of a guidebook to provide an overview of the current state of connectivity in Georgina. The document included a broadband primer, technology options, community models and funding opportunities. The intent of the guidebook was to provide a brief, high-level overview of connectivity in Georgina to better prepare Mayor and Council to make decisions regarding next steps towards their vision for enhanced internet connectivity.

Georgina is geographically one of the largest municipalities in York Region and is situated just one hour north of Toronto on the southeast shores of Lake Simcoe. The municipality is comprised of a number of small rural hamlets and lakefront communities, and three larger communities including Keswick, Sutton/Jackson’s Point and Pefferlaw. The Town has a population of approximately 49,000 with future population planned to be 55,000 by 2030.

The Town owns several communications towers formerly known as the South Shore Community Broadband (SSCB) infrastructure. The Town operates a limited wireless network for portions of its internal operations and provides select connectivity to customers as a temporary service of last resort. The Town intends to leverage the tower assets for potential colocation by parties interested in delivering wireless broadband services to customers, especially in its rural areas. The Town does not have an explicit colocation policy for its facilities and therefore there is no direction on how requests by third party providers should be processed. As such, a policy has been developed that addresses the use of municipal buildings, lands, and towers by third parties for wireless telecommunications services such as Fixed Wireless Access (FWA) and Cellular modelled on the Region’s policy. Any applications requiring a new tower location would be required to follow the Town’s updated Antenna System Siting Protocol as addressed herein.

Georgina continues to benefit directly as the YTN Telecom Network Inc. (YorkNet) expands its fibre optic network through the Town building on its current Connect to Innovate route stretching from Keswick to Sutton to Pefferlaw all the way to Udora. Significantly, YorkNet has developed a 10-year plan that would provide a generational investment in broadband throughout Georgina and the rest of the Region. Therefore, it is critical that the Town continue its collaboration with YorkNet, and the Region while continuously revisiting its own broadband roadmap to ensure the Town’s vision is realized as effectively as possible.

A workshop was conducted with Council on February 12, 2020 to build consensus on how to move forward. The results from the workshop were discussed and approved by Council on April 22, 2020 in the form of the Town’s first Broadband Strategy. The Broadband Strategy included the following key components:

- A vision for enhanced internet connectivity across the Town,
- Guiding principles regarding the Town’s role in achieving the vision,
- A list of priorities the Town should focus on,
- The general direction for the South Shore Community Broadband (SSCB) network,
- The desire to apply for funding and for what specifically, and
- The identification of next steps, which included the development of a roadmap.

Georgina's vision states:

"All businesses and residents should have access to affordable and reliable broadband connectivity options at the service levels they require based on technology advancements, private market forces and funding commitments from senior levels of government."

The Town of Georgina completed a significant amount of research and analysis leading up to the Council Workshop. This included community and business consultations, a speed test survey, analysis of SSCB infrastructure and the preparation of the Guidebook. The process also included the vital and fulsome engagement of Council, staff, community and business stakeholders, and regional Internet service providers forming critical components of the Strategy itself. Due to the deep and rich repository of information, the Town decided to advance directly to implement the prioritized Action Plan that was recommended in the final report to Council, specifically:

- Immediately establish a Broadband Champion to drive the vision, guiding principles and top priorities as established in the Council Workshop.
- Develop and issue a Request for Information (RFI) to formally engage Internet Service Providers (ISPs) and other stakeholders on tangible and implementable approaches for improving connectivity in Georgina; and
- Develop/explore broadband related municipal policies, criteria and procedures including a dig once policy, enhanced connectivity criteria for new developments, and standardized processes/agreements for access to the South Shore Community Broadband (SSCB) network and municipal rights-of-way and properties.

This second phase underscores that the Town of Georgina is actively championing the promotion and implementation of increased broadband connectivity with a primary focus on its rural service gaps – a message that has already had a resounding effect.

Staff have focused their efforts on alignment with the four priorities as set by Council in the Broadband Strategy:

- Connectivity for all residents (e.g., education, healthcare, telework, etc.) allowing them to participate fully in the digital world.
- Leveraging broadband to foster economic development; business attraction, expansion, retention.
- Provide Community Wi-Fi, including in libraries, tourist destinations and other public facilities.
- Connectivity for the Town of Georgina's municipal needs.

During the second half of 2020, the broadband project team issued a broadband request for information (RFI), which attracted nine diverse respondents from across Canada. The Town was open to exploring all available and feasible options to facilitate the work required to achieve expanded broadband coverage for all of Georgina with a particular focus on underserved areas throughout the Town. Without a doubt, the RFI process was a success on several fronts, some of which included:

- The Town received submissions from nine companies representing a mix of new and well-established ISPs - both privately and municipally owned, a satellite provider and a private equity firm.

- YorkNet was extensively promoted throughout the RFI process and the Town facilitated introductions between YorkNet and some of the respondents. This directly benefited YorkNet as it sought to build its roster of potential ISP partners to pursue government funding to expand its network throughout the Georgina and the Region.
- One of the RFI respondents took the opportunity to apply for the Universal Broadband Fund to cover portions of rural Georgina with the intent of investing \$4 Million in the community if successful.

The team has continued to engage with most of the respondents, several other service providers, both regional and national, and agencies such as the Centre of Excellence in Next Generation Networks (CENGNet) to distill best practices, tangible strategies and explore partnership opportunities.

As part of leveraging broadband to foster economic development, a recommended action is the development and promotion of broadband pilot projects, also known as “micro-projects”. These micro-projects will be geared towards finding innovative ways for improving connectivity within the Town. The broadband project team has actively engaged with several groups to plan for at least two such showcase projects in 2021/2022.

The Community Wi-Fi priority as set by Council in phase one has also taken root with service at the Udora Community Hall coming online earlier this year along with several other locations slated by end of year. Provisioning free Wi-Fi at key public locations benefits those that have poor to no internet access at all, thus bridging the digital divide. Community Wi-Fi provides possibilities for residents, businesses, tourists, and Town operations. Implementing Community Wi-Fi could be considered a gateway towards becoming a Smart Community; however, in a strategic and cost-effective way.

The Town has deepened its broadband-related interactions with York Region including constant dialogue and cooperation with YorkNet, and both of the Region’s Corporate Services and Transportation departments. As a member of the Region, the Town should continue to strengthen these links through alignment on policies and ongoing communication. Regional roads provide the major arteries for buried fibre projects into Georgina and the Town’s tower network can benefit from the Region’s wireless telecommunications resources. As noted above, YorkNet’s 10-year fibre deployment plan throughout Georgina and the rest of the Region makes it critical that the Town continue its collaboration with YorkNet and revisit its broadband roadmap regularly to ensure the Town’s vision is realized as effectively as possible.

The results of the RFI and subsequent interactions with broadband service providers underscored a keen interest in many of the Town’s tower facilities to address service gaps in the more sparsely populated rural areas that fibre may not yet be cost effective to reach. Unlike most communities, Georgina is well positioned to advance the connectivity demands of rural areas in part due to the network of towers that greatly reduce an ISP’s time and costs to come online. Where those towers are adjacent to the YorkNet backbone network, service providers can consider much higher bandwidth availability to service their prospective target households through negotiated services with YorkNet.

While the Town did not participate directly in the various government broadband funding applications, it did provide invaluable support to YorkNet’s funding applications through information sharing and facilitating introductions with potential ISP partners to increase YorkNet’s eligibility. Also, Georgina was well positioned to provide supporting documentation (i.e., tower locations, demographics, land uses) to

an ISP when it developed its application to the Universal Broadband Fund. If successful, the ISP would negotiate access to several of the Town's towers and linkages to the YorkNet network.

Leaving no stone unturned, the Town participated in exploratory sessions with a Low Earth Orbit (LEO) satellite provider to assess the viability of participating in the beta-testing of their LEO satellite network coverage. Georgina was not selected as a candidate community as the company pursued a different trajectory in its Canadian trials.

In the meantime, rural broadband deployment is actively underway in Georgina with two ISPs aiming to service Udora with expansion planned north and westward. The Udora Community Hall public Wi-Fi has been installed. Connectivity of several key Town facilities via YorkNet's fibre network is underway. The proposed Broadband Roadmap details the key deliverables for 2021 and 2022, approval of which will continue to fuel the momentum towards achieving Council's broadband vision.

The initiatives noted above are covered in greater detail within the report. The report is divided into three parts:

- Part 1 – Broadband Request for Information (RFI)
- Part 2 – Broadband-related Policies and Procedures
- Part 3 – Georgina Broadband Roadmap

Parts 1 and 2, along with the work completed in the first phase, provide the basis of the proposed Broadband Roadmap outlining tangible and implementable approaches for improving connectivity in Georgina.

Part 1 – Broadband Request for Information (RFI)

Outcomes

Georgina requested information and feedback from interested parties to identify potential partners and innovative solutions that will help improve broadband service in line with the Town's vision, guiding principles and top priorities. The RFI was intended solely for information and planning purposes and was neither a Request for Tender (RFT) nor a Request for Proposal (RFP). The RFI was directed broadly to companies who deliver broadband service, operate broadband networks, provide innovative technologies and/or invest in broadband infrastructure. The purpose of this RFI was to seek input from a variety of service providers and/or industry-related stakeholders to inform the Town with respect to all related options available in consideration of the next steps in the realization of the priorities noted in the Broadband Strategy.

The Town was open to exploring all available and feasible options to facilitate the work required to achieve expanded broadband coverage for all of Georgina with a particular focus on underserved areas throughout the Town. Without a doubt, the RFI process was a success on several fronts.

Firstly, the RFI generated a wide range of interest with a mix of new and well-established ISPs - both privately and municipally owned, a satellite provider and a private equity firm. In all, there were nine respondents. In addition, Staff engaged with seven other organizations to provide a range of information and feedback on policies, procedures and the SSCB tower assets to further enhance the Town of Georgina Broadband Roadmap (see Appendix 6: Town of Georgina Broadband Roadmap).

Secondly, YorkNet was extensively promoted throughout the RFI process which led to the opportunity for Georgina to facilitate introductions between YorkNet and interested respondents. This interaction helped solidify several key relationships for YorkNet as it sought to build its roster of potential ISP partners to pursue government funding. This activity directly benefitted Georgina and by default, its regional neighbours as YorkNet continues its efforts to provide a ubiquitous transport network.

Additionally, one of the RFI respondents took the opportunity to apply for the Universal Broadband Fund to cover portions of rural Georgina and stated they would not have done so if they had not partaken in the RFI process and subsequent discussions.

The process also sparked several potential micro-projects (aka pilot programs) with interest from national and regional participants. The resultant research into potential micro-projects have forged new relationships with organizations such as Canada's Centre of Excellence in Next Generation Networks (CENGNet).

The feedback and discussions that resulted from the RFI provided significant input to the policy and procedure review. Additionally, the information guided and supported the development of a tangible and implementable roadmap for improving connectivity in Georgina in accordance with the guiding principles and top priorities as set out by Council.

Respondents

Company	Location	Ownership	Territory
Telesat Canada	Ottawa, Ontario	Private	National
Internet Access Solution Ltd.	Acton, Ontario	Private	Southwestern Ontario
Execulink Telecom	Woodstock, Ontario	Private	Southwestern Ontario
Vianet Inc	Sudbury, Ontario	Private	Central & Northern Ontario
Valo Networks	Calgary, Alberta	Private	Western Canada
Xplornet Communications Inc.	Markham, Ontario	Private	National
Crown Capital Partners Inc.	Toronto, Ontario	Private	National
ENVI Networks	Newmarket, Ontario	Municipal	Newmarket, Ontario
Lakeland Energy Ltd	Bracebridge, Ontario	Municipal	Central Ontario

Summary of Responses

Respondents provided a varied range of input on questions from the RFI that helped inform Staff on the review of the Town's policies, procedures and draft roadmap as included herein. The responses below reflect alignment with the Town on key items such as Georgina positioning itself as a leader in promoting broadband for its community, the importance of a Broadband Champion, access to the SSCB towers and willingness to collaborate with YorkNet. Other RFI responses are also referenced throughout this report.

Top findings and recommendations from the interviews include:

- The establishment of a Broadband Champion is critical as it provides an important channel for service providers to engage with the Town when planning or implementing broadband projects.

- Cooperation between the Town and service providers is paramount through all steps of the process to maximize a project's impact and effectiveness.
- The presence of a consistent and streamlined process is key for both the service provider and Town to reduce any unknowns and potential disputes.
- The SSCB tower infrastructure was of interest to all respondents as it provides a significant advantage to the service providers in terms of time and budget in addressing potential rural coverage.
- YorkNet's current and planned fibre network within Georgina is an important tool for all the service providers as it potentially reduces the capital investment they would have otherwise needed to make and renders other marginal projects more feasible.

Provided below is a sampling of answers provided in key areas:

RFI Question 2(c): What characteristics of communities do you consider when choosing an area for investment?

Respondent:

"When examining areas for investment, (we) place priority on the following characteristics: 1. Forward thinking communities with champions within different groups of stakeholders including administration, council, and the community 2. A strong vision of the project 3. A willingness to invest in broadband infrastructure."

Respondent:

"Working with Municipalities for roadway occupation permits and/or municipal consent has generally been inexpensive and relatively quick. Over the previous 5 years (we have) installed over 180 km of underground infrastructure using directional drilling, open trenching, and vibrational plowing. Permitting underground FTTH typically requires filling out a roadway occupation permit request, providing a sketch/layout of the proposed installation, and if necessary meeting on site with a public works staff member to address any specific concerns and or plan alternative solutions where required."

RFI Question 3(e): What specific suggestions can your organization offer regarding the role the Town can play to enable and expedite the deployment of broadband services that have not been captured above?

"Having the municipality designate a project champion within their organization to liaise between the operator and the various municipal departments (economic development, planning, public) involved in approving applications could streamline processes to ensure the project moves expeditiously while properly addressing the needs of the Municipality."

RFI Question 15(b): Would access to any of the South Shore Community Broadband (SSCB) tower locations in the Town be especially useful to help you expand service?

"Yes. Mounting 50/10Mbps equipment on the existing structure is often dependant on the type of structure or tower and if it has the strength and available space to mount the equipment safely. It is possible that a tower would need to be re-built to accommodate new equipment, but it is generally preferential to build a tower at an existing approved tower location rather than develop a new site."

RFI Question 15(d): To what extent do you prefer to connect your wireless nodes to fibre vs. microwave backhaul?

"If possible, it is always preferable to connect wireless sites with fibre backhaul. (We use) a combination of (our) own dark fibre and leased circuits from other providers to achieve this. Due to the cost to build fibre, this is not always possible. (We strive) to limit the number of wireless hops between towers as much as possible and will often add new point to point backhaul to other wireless towers that are closer to fibre, or to simply spread the load across multiple paths if needed. There are also instances, where a wireless tower or micro-PoP is only servicing a small number of customers. In this situation, Point to Point wireless equipment can provide the necessary backhaul to the fibre core."

RFI Question 16: Would you be interested in accessing the York Telecom Network (YorkNet) within the Town to enhance your broadband planning?

"Yes. We consider this an asset which will allow for greatly improved end-user service speeds (1Gig – 10Gig) and minimize middle mile builds."

Post-RFI Interviews

In addition to the RFI responses, Staff held discussions with many of the RFI respondents and several other broadband related industry players. These meetings elicited greater detail on what future plans service providers intended for Georgina. In those instances, the parties entered into a Non-Disclosure Agreement (NDA) due to the competitive nature of the information provided. Some deployment plans were driven by the provider successfully securing some level of government funding, but not in all cases. Several providers are planning to target certain rural locations based on their ability to access YorkNet fibre and the Town's SSCB towers once available for colocation.

Participants

Company	Location	Ownership	Territory
Bell Canada	Montreal, Quebec	Private	National
Telus	Vancouver, British Columbia	Private	National
Rogers Communications	Toronto, Ontario	Private	National
Execulink Telecom	Woodstock, Ontario	Private	Southwestern Ontario
Vianet Inc	Sudbury, Ontario	Private	Central & Northern Ontario
Valo Networks	Calgary, Alberta	Private	Western Canada
Ruralwave (a Rogers subsidiary)	Markham, Ontario	Private	National
Crown Capital Partners Inc.	Toronto, Ontario	Private	National
ENVI Networks	Newmarket, Ontario	Municipal	Newmarket, Ontario
Lakeland Energy Ltd	Bracebridge, Ontario	Municipal	Central Ontario
YSpace (York University)	Toronto, Ontario	Academic	Toronto
CENGN	Ottawa, Ontario	Agency	National
Microsoft Canada	Toronto, Ontario	Private	National
YorkNet (YTN Telecom Networks Inc.)	Newmarket, Ontario	Municipal	York Region

Most meetings involved a review of the SSCB tower locations, references to YorkNet’s fibre network, and discussions about possible micro-projects. In alignment with the Partnership Action in the proposed Roadmap, these collaborative sessions will need to continue as more clarity will be sought on expansion plans, updates on funding, and review of micro-project proposals.

Part 2 – Broadband-related Policies and Procedures

Outcomes

In the Broadband Strategy report to Council, Staff was directed to develop/review broadband related municipal policies, criteria and procedures including a Dig Once policy, enhanced connectivity criteria for new developments, and standardized processes/agreements for access to the South Shore Community Broadband (SSCB) towers and municipal rights-of-way and properties.

The feedback and discussions that resulted from the RFI provided significant input to the policy and procedure review as included below. Additionally, Staff engaged with the Region to discuss and review elements of municipal rights-of-way including municipal consent processes and municipal access agreements, Dig Once policies and wireless tower policies and procedures. A scan of municipalities across Canada was also undertaken to assist in the development and direction on the various policies and protocols identified.

The largest gap that Georgina has in its broadband related policies and protocols is that which would enable the colocation by third parties on Town infrastructure, most critically the SSCB towers. Furthermore, while developing the “Wireless Telecommunications on Municipal Property” policy, it came to light that the Town’s “Antenna System Siting Protocol” needs to be updated. The difference between the two is that the siting protocol dictates how a service provider can request approval to locate and erect its own tower infrastructure within the Town, whether on private or public property. By approving the “Wireless Telecommunications on Municipal Property” policy, Georgina will have the ability to lease tower space to ISPs to immediately provide enhanced options and price points in the rural area.

Wireless Telecommunications on Municipal Property

As part of the Town’s Broadband Strategy, Georgina intends to promote third-party wireless telecommunications service providers’ usage of the South Shore Community Broadband (SSCB) network of towers to enhance broadband connectivity in the Town. At present, the Town does not have an explicit policy on this matter and therefore there is no direction on how requests by third party providers should be processed. However, any applications requiring a new tower location would be required to follow the Town’s Antenna System Siting Protocol once it is updated as noted below.

The purpose of this section is to recommend a policy structure promoting the use of municipal buildings, lands, and towers by third parties for wireless telecommunications services such as Fixed Wireless Access (FWA) and Cellular.

Telecommunications is a field regulated by the Government of Canada. Innovation, Science and Economic Development Canada (ISED) approves and issues licences, sets safety standards and approves sites for antenna systems and antenna-supporting structures. Proponents seeking to install antenna systems are required by ISED to investigate the feasibility of sharing or using existing infrastructure to limit tower proliferation.

A market scan of a sampling of municipalities was conducted to inform the Town of the most appropriate policies in place that could be tailored to suit its requirements. The scan included the following locations:

- Mississauga
- Aurora
- Richmond Hill
- Hastings
- Barrie
- Hamilton
- York Region
- Sudbury
- Markham
- Durham Region
- District Municipality of Muskoka
- Edmonton

Furthermore, many of the ISPs/stakeholders engaged through the RFI provided input on wireless broadband equipment installations. Additional interviews were held with wireless internet service providers (WISPs) that are active in the region to solicit feedback on reasonable rural market fees for broadband wireless equipment installations on community-owned locations.

Of the communities reviewed, York Region was considered the most appropriate model as its policy included consideration of its own tower assets (no other communities researched seemed to have policies that dealt with community-owned tower assets for colocation purposes). The Region also has a comprehensive fee structure that contemplates wireless related equipment installations on their assets including buildings, lands, towers, light and traffic poles and other facilities. The balance of the fees are aligned with those of York Region, adjusted by the 3% annual increase to reflect their 2021 fees.

The recommendation is to adopt a policy that is generally harmonized with that of York Region with modifications as noted herein. Due to the Town's tower locations and its objective to support and facilitate rural broadband connectivity, a Small Cell annual licence fee per attachment was added to the "Licence Class 3: Installations on Town-Owned Towers" rate table following consultation with the rural ISPs. The proposed policy is included as Appendix 2: Wireless Telecommunications on Municipal Property.

A site licence template was created by the Town's legal counsel and the broadband consultant to address requests to locate telecommunications equipment on municipal property and facilities including both ground-based equipment such as fibre optic cabinets or tower mounted antenna systems. The template is included as Appendix 4: Telecommunications Equipment Site Licence.

Antenna System Siting Protocol

As part of developing standardized processes and agreements for access to the South Shore Community Broadband (SSCB) network and municipal rights-of-way, it was discovered that the existing Antenna System Siting Protocol needs to be updated.

On February 28, 2013, the Federation of Canadian Municipalities (FCM) and the Canadian Wireless Telecommunications Association (CWTA) jointly issued a document entitled "Antenna System Siting Protocol Template". The intent of this document was to provide municipalities with direction on how to develop a customized protocol for the siting of radio-communications antenna systems. Records indicate that the Town of Georgina adopted the FCM/CWTA document effective August 12, 2013.

On February 5, 2014, Industry Canada (now the Department of Innovation, Science and Economic Development "ISED") announced that it was considering changes to its "Radiocommunication and Broadcasting Antenna Systems Client Procedures Circular (CPC-2-0-03)" (Circular). The proposed changes to the Circular would serve as an update to the existing Industry Canada radio-communications antenna siting procedures and include key elements of the protocol template jointly prepared by FCM and CWTA.

On June 26, 2014, Industry Canada released a revised Circular entitled Radiocommunication and Broadcasting Antenna Systems (CPC-2-0-3, Issue 5)". The revised Circular became effective as of July 15, 2014 and following its issuance, FCM and CWTA jointly issued a revised "Antenna System Siting Protocol Template" in December 2014.

The Town of Georgina has not updated its version of the Antenna System Siting Protocol and continues to rely on its August 12, 2013 edition. It is recommended that the protocol document be updated as attached to this report (please see Appendix 3: Georgina Antenna System Siting Protocol).

Significant changes included in Georgina's revised protocol include:

- Requiring consultation on all commercial tower installations, regardless of height. Previously, companies only needed to consult with local residents when they were planning to build a tower higher than 15 metres;
- Establishing a three-year limit between the time of consultation and the time an antenna system is built. In the past, there was no limit to the length of time companies could wait before they built a new tower;
- Requiring communications from the company to nearby residents be clearly marked to ensure it is not confused as junk mail; and
- Encouraging municipalities to get involved early in the antenna system siting process.

ISED also requires that companies first look at sharing existing tower infrastructure, whenever possible, to reduce the number of new towers needed in the community.

Municipal Consent and Municipal Access Agreement

A Municipal Consent Permit provides permission to companies and/or organizations to install or move utilities within a Town-owned road allowance. It is specifically associated with permitting third-party owned infrastructure to be permanently installed within Town property. Following the approved Municipal Consent Permit, a Road Occupancy Permit (ROP) is required for the applicants' contractors, or those actually performing the work, within Town property.

The Road Occupancy Permit (ROP) ensures those working within the Town-owned property follow Town policies, procedures, have the correct insurance, WSIB coverage and ensure that any affected and/or disturbed infrastructure is replaced to the same or better than original state. Some examples of activities requiring a ROP include, but are not limited to: parking of construction vehicles, trailers, disposal bins within the road allowance; materials placed on the roadway or town owned boulevard; any activity including road closures or traffic disruption; utility cuts and/or contractors or consultants performing work on behalf of the Town, resident or business.

Discussions with internet service providers (ISPs) through the RFI process and additional interviews suggest that Georgina's current Municipal Consent (MC) process works well from their perspective and

does not add unreasonable burden or delay to potential projects especially in rural areas, where business cases are already slim. From the staff perspective, the process causes a fairly heavy workload as they work directly with the ISPs on details including drawings and site visits prior to the formal MC submission. However, this upfront effort does reduce the potential for time-consuming reworking and resubmissions. Another concern is that there is little ability to hold requestors accountable for faulty or unfinished work. Staff identified that implementing a requirement for applicants to enter into a Municipal Access Agreement (MAA) could address this issue.

Municipal Access Agreements are used by some, but not all municipalities. They are comprehensive umbrella agreements that cover a variety of areas related to municipal consent, hazardous substances and materials, road occupancy permits, rights-of-way, costs to be carried by municipalities, third party and sub-contractor agreements, service level agreements, maintenance and repair responsibilities, and equipment use and invoicing. Staff met with a representative of York Region's Transportation Services Division which brought greater insight to MAAs, which they have been using for a number of years. Ensuring alignment with the Region on key terms would also benefit service providers that inevitably would locate on both municipal and regional right-of-ways (ROWs).

While the MAA provides certainty and sets conditions for both parties, the Town must recognize that in developing a model MAA for itself, there will be considerable effort negotiating the initial agreements especially with the larger telecommunications companies. This will also require additional legal support even while using the Region's model as its base version.

Before instituting a MAA process, the Town should complete its review of the MC and ROP policies as is currently underway. Based on analysis of Georgina's MC and ROP policies and related by-laws, the following items should be addressed:

- Establishment of a pavement degradation fee scale,
- Research and implementation of securities (i.e., deposits, letters of credit, and related amounts depending on extent of work and location), and
- Re-inspection fees
- Note: MC and ROP processes must relate to all access requests not just those limited to telecommunications.

Based on the above, it is recommended that the Town initially consider the introduction of security deposits or letters of credit as part of MC and ROP process, that can be drawn upon in the case of work that does not meet its standards. This should alleviate the primary concern of staff that there is little ability to hold requestors accountable for faulty or unfinished work. A fulsome MAA model can be developed through collaboration with the Region to facilitate alignment and best practices. A draft MAA has been prepared based on York Region's preferred template and is included as part of this report. Please refer to Appendix 5: Municipal Access Agreement Working Template.

Dig Once Policy

A Dig Once policy is often referenced in many publications dealing with broadband and other utility-based projects. Essentially "Dig Once" is the concept of installing communications ducts and conduits during right-of-way work that can accommodate future fibre deployment projects. Reports cite this policy as something to be strongly considered; however, in reality it is not as straightforward as it is in theory. A scan of policies from numerous communities across Canada and discussions with related

agencies has uncovered no outwardly apparent Dig Once policies in effect, except perhaps the request for utility coordination when work is contemplated in a particular right-of-way.

The RFI generated an interesting split in responses whereby some thought such a policy would be reasonable while those ISPs that have been operating for many years shared experiences that debunked the workability of the concept. Essentially some of the larger issues are as follows:

- Who decides what the specifications are for ducts and conduits (i.e., size, materials, functionality)?
- Who pays for the initial work and materials, such as the conduit, required to accommodate multiple requestors and future need?
- Who maintains the structure once it is in place and becomes damaged? The municipality?

Input from several of the RFI respondents and subsequent interviews detail their own experiences with attempts at Dig Once type policies:

Respondent:

"Although it is great in concept, (we are) not in favour of a "Dig Once" policy, and believe that there are numerous challenges that would inhibit success, including:

- *Ownership of the conduit,*
- *Space in conduit,*
- *Difficulty working around other utility cables,*
- *Differing technologies being delivered,*
- *Differing distribution methods,*
- *Accessibility issues,*
- *Lack of competitive advantage for those who invest,*
- *No incentive to lead contractor to provide high quality workmanship for others."*

Respondent:

"(We) have had challenges with subdivision developers designing and installing common utility duct and access vaults to be shared between multiple providers believing all communication providers would share the same duct structure. Unfortunately, each telco provider uses different duct design (multi-duct, cable in conduit, etc.), different cable design, and different customer connection strategies that all require different designs and considerations."

The Region has also had experience with the concept of Dig Once, but it proved difficult to predict usage and growth, plus the issues once the structures were damaged. Some refer to the concept as "Dig Once, Dig Twice, Dig Three times".

However, many municipalities have established Utility Coordinating Committees (UCCs) that come together regularly to discuss projects that are in front of them, coordinate access requests and keep visibility on approved capital plans while enhancing communication with the utility companies including the telecommunication service providers. Staff have considered this as an option and should formalize the committee moving forward. However, as noted by one of the RFI respondents, extreme caution must be taken to ensure the UCC acts in a timely and responsive manner as project impacting delays can occur if members are not diligent in their duties.

It is recommended that the Town consider establishing a Utility Coordinating Committee as noted above that strives to minimize disruption to municipal rights-of-way in lieu of introducing and administering a Dig Once Policy at this time.

Connectivity Criteria for New Developments

A review with Staff was conducted of the various criteria established by the Town to address broadband connectivity criteria in new developments. Georgina's policies align with their parent policies as noted below and provide sufficient criteria to ensure that enabling broadband infrastructure in new developments is a top priority.

Provincial Policy Statement 2020

"The Provincial Policy Statement provides policy direction on matters of provincial interest related to land use planning and development. As a key part of Ontario's policy-led planning system, the Provincial Policy Statement sets the policy foundation for regulating the development and use of land... The policies of the Provincial Policy Statement may be complemented by provincial plans or by locally-generated policies regarding matters of municipal interest... Municipal official plans are the most important vehicle for implementation of this Provincial Policy Statement and for achieving comprehensive, integrated and long-term planning. Official plans shall identify provincial interests and set out appropriate land use designations and policies¹."

6.0 Definitions

*Infrastructure: means physical structures (facilities and corridors) that form the foundation for development. Infrastructure includes: sewage and water systems, septage treatment systems, stormwater management systems, waste management systems, electricity generation facilities, electricity transmission and distribution systems, **communications/telecommunications**, transit and transportation corridors and facilities, oil and gas pipelines and associated facilities.*

1.6.8 Transportation and Infrastructure Corridors

*1.6.8.1 Planning authorities shall plan for and protect corridors and rights-of-way for **infrastructure**, including transportation, transit and electricity generation facilities and transmission systems to meet current and projected needs.*

1.7 Long-Term Economic Prosperity

1.7.1 Long-term economic prosperity should be supported by:

- c) optimizing the long-term availability and use of land, resources, infrastructure and public service facilities;*
- l) encouraging efficient and coordinated **communications and telecommunications infrastructure**.*

York Region Official Plan 2010

"The policies in this Plan will help co-ordinate and set the stage for more detailed planning by local municipalities. This Plan will also provide a framework for co-ordinated planning with adjacent municipalities, as well as with other jurisdictions. These efforts can provide certainty on how to approach environmental, economic and community issues when creating sustainable communities²."

¹ Provincial Policy Statement, 2020 as issued under section 3 of the Planning Act in effect as of May 1, 2020

² The Regional Municipality of York Official Plan - Office Consolidation: January 2019

4.1 Supporting the York Region Economic Strategy

Prominent high growth sectors are anticipated to play a more important role in the Region's economy, including **information and communication technologies**, health and life sciences, the building and land development industry, transportation and logistics, and advanced manufacturing.

4.1.5 To work with local municipalities to create a business friendly environment that includes:

b. **state-of-the-art communications facilities and networks, including broadband technology;**

4.1.10 To work with local municipalities to **encourage telecommuting** where appropriate.

4.1.11 To work with local municipalities to **promote work-at-home** through the adoption of enabling zoning provisions that allow for live-work units where appropriate.

7.5 Energy and Utilities

Connections to a wide range of both public and private utility networks, including facilities and corridors required for the transmission of electricity, gas and communication/telecommunication services, sustain a high standard of living in York Region. It is important that these networks have regard for potential impacts on the surrounding area, including existing communities and the natural environment.

7.5.1 To encourage utility networks that can adapt to emerging technologies, such as smart power grids, smart metering, and advanced telecommunications.

Georgina Official Plan 2016

"The Official Plan contains a vision, guiding principles, objectives, policies, tables, schedules and appendices which are intended to manage and direct land use, future growth, physical change and the effect on the social, economic and natural environment of the municipality³.

9.6 Communication Technology

9.6.1 Development within the built boundary shall be encouraged to accommodate the capability to implement **leading-edge communication technologies**, including those required to deliver **broadband services**, in order to attract and maintain investment, facilitate research and development and knowledge-based initiatives, and support health services.

9.6.2 Construction of hydro, **telephone**, and **other communication services** shall be encouraged to locate in the road right-of-way, where possible.

9.6.3 Where appropriate, development shall be designed to accommodate the implementation of **leading-edge communication technologies** including, but not limited to, **broadband fibre optics**.

Georgina Standard Subdivision Conditions

Staff have provided conditions that are part of Georgina's standard subdivision approvals. Notably they include:

*The Owner shall submit a Communication Implementation Plan that demonstrates how **communication technology** will be designed and implemented and demonstrate that the conduit*

³ Georgina Official Plan - Consolidated Version August 24, 2020

*and wiring meets or exceeds the minimum industry standard to allow for the provision of **Broadband**, all to the satisfaction of the Director of Development Services.*

*The Owner shall agree in the Subdivision Agreement that it will permit any **telephone or telecommunications service provider** to locate its plant within the proposed subdivision prior to the plan registration provided the telephone or telecommunications service provider has [secured the required municipal consents which may include] ~~executed~~ a Municipal Access Agreement with the Town. The Owner shall ensure that any such service provider will be permitted to install its plant so as to permit connection to individual dwelling units within the development as and when each dwelling unit is constructed.*

The preceding paragraph should be revised as reflected to align with the current municipal consent process and acknowledging the potential for a future municipal access agreement process if enacted.

Town staff provided an overview of the telecommunications and utility design criteria including utility trench and utility trench road crossing specifications. The standard drawings and related criteria seem to sufficiently contemplate the specifications required to continue facilitating broadband infrastructure.

Bill 257, Supporting Broadband and Infrastructure Expansion Act, 2021

The commentary herein applies only to the telecommunications related aspect of the proposed Act and does not constitute a legal opinion or direction but is merely for informational purposes.

“The purpose of the Act is to expedite the delivery of broadband projects of provincial significance by removing barriers and streamlining processes related to infrastructure that may result in delays to the timely completion of these broadband projects, while enhancing co-ordination and engagement with and being fair to public and private sector stakeholders.”⁴

The Ontario Ministry of Infrastructure has proposed amendments to the Planning Act. Bill 257 will provide the Minister of Municipal Affairs and Housing the ability to make Minister Zoning Orders (MZO) without having to be consistent with the policies in the Provincial Policy Statement, with exception to lands located within the Greenbelt.⁵

The Provincial government is to be commended for its focus on trying to expedite the deployment of broadband projects. However, the Association of Municipalities Ontario (AMO) in their March 26, 2021 submission to the Standing Committee on General Government outline four unintended consequences:

1. Telecommunications is constitutionally a federal jurisdiction to regulate and the CRTC has set the conditions of access to municipal ROWs.
2. It is unclear how having a Municipal Access Agreements (MAA) in place or existing good faith negotiations would be treated if a Minister’s Directive could be delivered at any time.
3. Municipalities will likely be in effect subsidizing telecommunications companies if directives are made to direct access to municipal service or ROWs without fair compensation.
4. The Bill dictates access to a broad range of municipal services and property that is much wider than simply the ROWs.

⁴ Bill 257, Supporting Broadband and Infrastructure Expansion Act, 2021

⁵ Dentons: “Bill 257 combines broadband with MZO changes – Planning Act amendments to further expand the Minister Zoning Order powers.”

Please refer to Appendix 7: AMO's Submission to the Standing Committee on General Government, March 26, 2021 for additional information.

Clearly, the Town of Georgina has undertaken a path which aligns with the Province's goal to remove barriers and streamline processes to enhance broadband connectivity. Along with the unintended consequences identified by AMO, others have identified increased uncertainty for municipalities that could undermine municipal planning processes⁶ if modifications are not considered to the Bill.

Part 3 – Georgina Broadband Roadmap

Overview

A key action within the Town's Broadband Strategy was to develop a detailed roadmap for advancing the Town's Broadband vision and priorities. The Town of Georgina Broadband Roadmap is informed by the comprehensive engagement of the Internet Service Providers and technology companies throughout this initiative.

The proposed roadmap is attached as Appendix 6: Town of Georgina Broadband Roadmap and details the key deliverables for 2021 and 2022. Once approved, it will continue to fuel the momentum towards achieving Council's broadband vision.

The following actions form the roadmap:

- Maximizing YorkNet's dark fibre network in Georgina
- Leveraging the SSCB wireless tower infrastructure
- Implementing Community Wi-Fi in key locations
- Exploring and implementing Broadband Pilot Projects
- Enhancing the Georgina Broadband webpage as a key broadband information source for residents
- Exploring and expanding Broadband Investment Attraction, Partnerships and Funding Opportunities

The Roadmap is a living document and must be revisited at least annually to adjust the path in relation to updated information and new opportunities, especially in light of potential future funding opportunities.

ACTION: Maximizing York Region's YorkNet fibre network in Georgina

In 2019, the Federal Government through the Connect to Innovate (CTI) funding program awarded \$2 Million to YorkNet, along with the Region's investment of \$3 Million to construct fibre through a portion of Georgina (and connecting Georgina Island). This route is now completed. The goal of this action item is to work with YorkNet and third-party ISPs to maximize usage of the CTI-funded fibre to service residents and businesses of Georgina in proximity to the route.

Alignment with Top Priorities as set by Council:

- ✓ **Connectivity for all residents (e.g. education, healthcare, telework, etc.) allowing them to participate fully in the digital world.**

⁶ City of Kingston, Information Report to Council, Report Number 21-110

- ✓ **Leveraging broadband to foster economic development; business attraction, expansion, retention.**
- ✓ **Connectivity for the Town of Georgina's municipal needs.**

Georgina is already benefiting from this initiative with two ISPs leveraging YorkNet's CTI funded infrastructure to roll out fibre-to-the-home service to Udora area residents. YorkNet has also developed a 10-year plan that would provide a generational investment in broadband throughout Georgina and the rest of the Region. Therefore, it is critical that the Town continue its collaboration with YorkNet and continuously revisit its broadband roadmap to ensure the Town's vision is realized as effectively as possible.

Connectivity of key Town facilities via YorkNet's fibre network have been completed with others underway. By the end of 2021, the Town will have facilitated the connection of the following strategic locations with YorkNet fibre:

- Udora Community Hall
- Civic Centre
- Keswick Fire Hall
- Georgina Ice Palace
- Stephen Leacock Theatre

As part of its planning, it is recommended that the Town consider connecting future locations to the YorkNet network when feasible. For instance, the Egypt Works Yard should be considered as it will become the centralized location for road operations and maintenance.

The Town should host an annual roundtable (or one-on-one sessions) with service providers active in Georgina to discuss projects and how the Town and Region can continue to support their efforts in providing broadband services. A data repository in map form detailing announced projects, YorkNet's current and approved future phases along with the Town's towers should be developed. Additional layers should include strategically important economic development areas in the Town. This repository will also facilitate information sharing with ISPs interested in providing services in Georgina, industries looking to locate or expand in the community and a source of information for general consumer inquiries. A pre-approved and scaled download version of the information should be posted on the broadband webpage (see "ACTION: Enhance the Georgina Broadband webpage" below).

In addition, the Town and YorkNet should work together to establish a process and a simple database to capture all requests for connectivity the Town receives, either from the mapping or general inquiries. This data can be shared with ISPs providing service in the Community to help address service gaps.

ACTION: Leveraging the SSCB (tower) infrastructure

The Town owns and controls 8 towers of various sizes and capacities throughout the community. The goal of this action is to maximize usage of the towers by third party entities to enable greater and faster broadband deployment in Georgina and provide options for service.

Alignment with Top Priorities as set by Council:

- ✓ **Connectivity for all residents (e.g. education, healthcare, telework, etc.) allowing them to participate fully in the digital world.**
- ✓ **Leveraging broadband to foster economic development; business attraction, expansion, retention.**
- ✓ **Provide Community Wi-Fi, including in libraries, tourist destinations and other public facilities.**
- ✓ **Connectivity for the Town of Georgina's municipal needs.**

The results of the Request for Information and subsequent interactions with broadband service providers underscored a keen interest in many of the Town's tower facilities to address service gaps in the more sparsely populated rural areas that fibre-to-the-premises (FTTP) may not yet be cost effective to reach. Unlike most communities, Georgina is well positioned to advance the connectivity demands of rural areas in part due to the network of towers that greatly reduce an ISPs time and costs to come online. Where those towers are adjacent to the YorkNet backbone network, service providers can consider much higher bandwidth availability to service their prospective target households through negotiated services with YorkNet. In other situations, they can link wirelessly between towers until fibre can be economically delivered to the areas in question.

The Town will have an accessible catalogue of the useable towers that can be broadly dispersed throughout the industry to attract additional interest that may not have otherwise known of Georgina's progressive broadband policies.

York Region has a well-developed wireless infrastructure operation that the Town should align with. As part of the Region, this is a valuable resource that can benefit Georgina and its neighbours through the ability to link larger broadband opportunities that the Region may have visibility to. The Town should also strengthen the day-to-day collaboration with the Region to bolster and support staff's ability to manage and execute on maintenance, safety and third-party requests.

As part of this phase of the study, a wireless tower policy has been drafted that aligns with that of the Region; however, with allowances for smaller, rural broadband tower access requests. It was also noted that the Town's tower siting protocol was out of date and subsequently updated for Council's consideration.

ACTION: Implementing Community Wi-Fi

The Town has identified that providing Community WiFi is a priority.

Alignment with Top Priorities as set by Council:

- ✓ **Connectivity for all residents (e.g. education, healthcare, telework, etc.) allowing them to participate fully in the digital world.**
- ✓ **Leveraging broadband to foster economic development; business attraction, expansion, retention.**
- ✓ **Provide Community Wi-Fi, including in libraries, tourist destinations and other public facilities.**

Provisioning free Wi-Fi at public locations such as recreation facilities and libraries benefits those that have poor to no internet access at all, thus bridging the digital divide. Community Wi-Fi provides possibilities for residents, business, tourists, and Town operations. Implementing Community Wi-Fi could be considered a gateway towards becoming a Smart Community; however, in a strategic and cost-effective way.

Depending on the eventual sophistication of the system, community Wi-Fi can be used as an effective tool for economic development providing tourists and residents alike the latest information on events and showcasing landmarks – a “virtual visitor centre”. Local businesses can feature their services and offerings through sponsored landing pages.

Staff has targeted an initial rollout of locations for 2021 through a combination of third-party ISP developed sites and Town implemented locations:

Sites already connected:

- Udora Community Hall (provided by Vianet)

The following sites will be connected 2021:

- De La Salle Park
- Pefferlaw Ice Pad and Community Lion's Hall
- Link (Farmers Market)
- Ice Palace Skate Park

Potential future sites for Wi-Fi:

- Stephen Leacock Theatre (improve Wi-Fi)
- Uptown Keswick Parkette
- Holmes Point
- Jackson's Point

Additional locations are to be considered through internal review on an annual basis. Staff will continue to assess if there are third party sponsored opportunities to provide connectivity at the noted locations as a primary option. Wi-Fi service at the identified locations can be provided through internal resources and budget, as such will continue to be planned.

ACTION: Exploring and Implementing Broadband Pilot Projects

As part of the RFI, the potential to host relevant micro projects drew interest from respondents. Staff determined several key areas that could benefit from such projects.

Alignment with Top Priorities as set by Council:

- ✓ **Connectivity for all residents (e.g. education, healthcare, telework, etc.) allowing them to participate fully in the digital world.**
- ✓ **Leveraging broadband to foster economic development; business attraction, expansion, retention.**
- ✓ **Connectivity for the Town of Georgina's municipal needs.**

It has been said many times over that Covid 19 has been the single largest reason for the current focus on rural broadband connectivity, or lack thereof. It continuously highlights how people living in rural areas can still do their jobs, attend school, and access critical services remotely when they have access to a ubiquitous and reliable broadband network. Those looking to leave more dense urban areas are mindful of relocating to areas that have good broadband connectivity, likely as one of their top decision factors.

An innovative way for Georgina to drive its broadband priorities is to host and participate in pilot projects, also known as micro projects. The distinction is important as the intent is to support initiatives that will lead to a sustainable solution that addresses a particular challenge or problem statement.

As a result of the RFI and through continued discussions with industry, Staff has developed a set of high-level challenges to address with micro projects:

- Are there innovative connectivity opportunities that can showcase the business park?
- What unique and repeatable low density rural coverage options are available that could make use of our existing infrastructure and YorkNet's network?
- Are there effective Agri-tech connectivity opportunities we can foster?

Micro projects aligned with each problem statement should be developed. Each project that is implemented must be monitored and measured with the intent of addressing the related problem statements. The micro projects should be sustainable so that the proponents can continue services after the study phase is completed and expand as warranted.

The Town should determine what it can provide to project candidates in support of micro projects. In-kind contributions may include tower access (not including upgrades), power, and connectivity. The Town should also set aside a budget for incremental costs such as bandwidth and other elements that could provide support to such initiatives.

Staff have had exploratory discussions with groups including several service providers and agencies including Canada's Centre of Excellence in Next Generation Networks (CENG). Discussions with CENG will continue to investigate the potential to co-host rural broadband micro-projects that can "offer an improved level of broadband access to unserved communities, develop new residential broadband ecosystems, and to share technical solutions with other rural Ontario communities⁷."

It can also be beneficial to collaborate with neighbouring communities that are facing similar challenges. While reinforcing the "Partnerships" action, joining forces with one or more groups can increase the successful establishment of micro projects due to scale and shared resources.

ACTION: Enhancing the Georgina webpage as a key broadband information source for residents

Establish a broadband-centric marketing and communication strategy.

Alignment with Top Priorities as set by Council:

- ✓ **Connectivity for all residents (e.g. education, healthcare, telework, etc.) allowing them to participate fully in the digital world.**

⁷ CENG Rural Ontario Residential Broadband Program

- ✓ **Leveraging broadband to foster economic development; business attraction, expansion, retention.**
- ✓ **Provide Community Wi-Fi, including in libraries, tourist destinations and other public facilities.**

A broadband-centric marketing and communication strategy can reinforce Council’s vision and top priorities regarding broadband. It should be a vehicle that drives economic development. The landing page should link directly to the Town’s Economic Development page. The Economic Development landing page could add broadband connectivity as the seventh reason to “expand or start a business in Georgina” and link the broadband map to the “maps” widget.

The Town of Stratford is a good example of a community that highlights and weaves broadband throughout its website with declaring that its “tradition of innovation and broadband connectivity attracts the world’s best talent to all our industries. Our business community has top industry leaders, early adopters and innovators all working together...”. Stratford notes that it has “demonstrated a progressive vision incorporating broadband connectivity, knowledge workforce, digital inclusion, innovation, marketing and advocacy.” These statements parallel the same objectives Georgina has set for itself, and they should be reflected and communicated.

The first step in this action would be to refresh and update the existing broadband landing page on Georgina’s website. Create a dedicated webpage that is easily accessible to consolidate all current and future broadband information related to the Town. Information should be aligned in a more user-friendly way and reflect the latest updates on broadband site development, proposed projects, and supporting documentation. The updated Broadband page should also highlight each of the Town’s current internet service providers and links to their websites should consumers wish to inquire on availability and service plans. An interactive map should be developed that highlights current and planned levels of connectivity.

ACTION: Exploring and expanding Broadband Investment Attraction, Partnerships and Funding Opportunities

Using the RFI as a springboard, continue collaborating with ISPs, neighbouring communities and other external parties through regular meetings to expand the connectivity footprint within Georgina, particularly the underserved areas.

Alignment with Top Priorities as set by Council:

- ✓ **Connectivity for all residents (e.g. education, healthcare, telework, etc.) allowing them to participate fully in the digital world.**
- ✓ **Leveraging broadband to foster economic development; business attraction, expansion, retention.**
- ✓ **Connectivity for the Town of Georgina’s municipal needs.**

Collaboration should be considered one of the key drivers in expanding Georgina’s broadband initiatives. The RFI provided the baseline for all future interactions by the Town as it becomes a digital leader in the Region and broader territory. Each of the preceding actions require some degree of partnership. Current government funding models prefer and promote collaboration across communities

and industry, and there is no reason to expect that to change in the near future. Georgina possesses an enviable toolkit at its disposal - the YorkNet network expansion, its own tower infrastructure, accessible broadband related policies, and a roadmap.

The Town cannot rest on its laurels and must continue to actively engage across all sectors. Micro-project partnerships will drive consumer and industry awareness. An innovation and connectivity conference can serve as a multi-purpose tool bringing national attention to Georgina as both progressive and innovative, and can be a powerful approach to economic development related branding. This event can keep momentum and discussion going about enhancing connectivity in Georgina – and the overall area if partnerships with neighbouring communities are forged. Focus and investment in these actions will drive direct economic development in alignment with Council's top priorities.

Conclusion

The next few years will be exciting ones for Georgina as it has laid the foundation for broadband development working towards Council's vision:

“All businesses and residents should have access to affordable and reliable broadband connectivity options at the service levels they require based on technology advancements, private market forces and funding commitments from senior levels of government.”

For the past two years, the Town has been immersed in analyzing and preparing an action oriented broadband roadmap that is both tangible and implementable. Staff have focused their efforts on alignment with the broadband priorities as set by Council:

- Connectivity for all residents (e.g., education, healthcare, telework, etc.) allowing them to participate fully in the digital world.
- Leveraging broadband to foster economic development; business attraction, expansion, retention.
- Provide Community Wi-Fi, including in libraries, tourist destinations and other public facilities.
- Connectivity for the Town of Georgina's municipal needs.

Through the national broadband request for information (RFI), the Town showed that it is open to exploring all available and feasible options to facilitate the work required to achieve expanded broadband coverage for all of Georgina with a particular focus on underserved areas throughout the Town. As the report highlighted, the RFI process was a success. The RFI produced a wide range of interest from a cross-section of industry involved in telecommunications. In addition, other organizations were tapped to provide information and feedback on policies, procedures and the SSCB tower assets to further enhance Georgina's roadmap. The RFI was an effective marketing campaign that broadcasted the message to ISPs that Georgina is open for broadband development. Through this all, Georgina has forged many new relationships with ISPs and technology providers.

YorkNet was widely promoted throughout the RFI process which led to the opportunity for Georgina to enable introductions between YorkNet and respondents. This interaction helped secure important new relationships for YorkNet as it sought to enhance its list of possible ISP partners to engage in government funding programs. This activity directly benefitted Georgina and by default, its regional neighbours as YorkNet continues its generational investment to provide a ubiquitous transport network throughout the region.

Georgina did not apply directly to the various government broadband funding applications; however, it did support several applications. The Town aided YorkNet's funding applications through information sharing and facilitating introductions with potential ISP partners to increase YorkNet's eligibility. Also, Georgina was well positioned to supply supporting technical and demographic documentation to an ISP for its application to the Universal Broadband Fund. If successful, the ISP would negotiate access to several of the Town's towers and linkages to the YorkNet network.

The new and updated policies and procedures as recommended in this report will advance the Town's ability to attract and secure broadband investment. Georgina will be able to lease tower space to ISPs to immediately provide enhanced options and competitive price points in the rural area. Unlike most communities, Georgina is well positioned to advance the connectivity demands of rural areas in part due

to the network of towers that greatly reduce an ISP's time and costs to come online. Where those towers are adjacent to the YorkNet backbone network, service providers can access much higher bandwidth availability to service their prospective target households through negotiated services with YorkNet.

The team has continued to engage with most of the respondents, several other service providers, both regional and national, and agencies such as the Centre of Excellence in Next Generation Networks (CENGNet) to distill best practices, tangible strategies and explore partnership opportunities. As part of leveraging broadband to foster economic development, proposed micro-projects will be geared towards finding innovative ways to address connectivity improvement in Georgina.

Collaboration is a key driver to enable Georgina's broadband initiatives. The roadmap must be considered a living document and Georgina must revisit the actions frequently to ensure the Town's vision is kept in focus. Focus and investment in the proposed actions will drive direct economic development in alignment with Council's top priorities. While there already is active broadband investment in Georgina, the recommendations within this report are intended to fuel the momentum towards achieving Council's broadband vision as expeditiously and cost effectively as possible.

Appendices

Appendix 1: RFI – Broadband Service Delivery – CAO2020-085

Appendix 2: Wireless Telecommunications on Municipal Property Policy

Appendix 3: Georgina Antenna System Siting Protocol

Appendix 4: Telecommunications Equipment Site Licence Template

Appendix 5: Municipal Access Agreement Working Template

Appendix 6: Town of Georgina Broadband Roadmap

Appendix 7: AMO's Submission to the Standing Committee on General Government, March 26, 2021



GEORGINA

THE CORPORATION OF THE TOWN OF GEORGINA
REQUEST FOR INFORMATION – CONTRACT NO. CAO2020-085
RFI FOR BROADBAND SERVICE DELIVERY



NOTE: This is NOT a bid solicitation, it is a request for information seeking feedback from the industry with respect to the provision of Broadband Services for the municipality.

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INSTRUCTIONS TO RESPONDENTS

1. ELECTRONIC BIDDING SYSTEM

All *respondents* shall have a Bidding System Vendor account and register as a Plan Taker for this *bid* opportunity, which will enable the *respondent* to download the *bid documents*, receive email notifications of *addenda*, download *addenda* and to submit their information electronically through the Bidding System.

It is the responsibility of the *respondent* to ensure receipt of the latest information and updates via email as it pertains to this *bid*, or if a *bidder* has obtained the *bid call documents* from a third party, the *respondent* is required to create a Bidding System Vendor account and register as a Plan Taker for the *bid* opportunity at: www.georgina.bidsandtenders.ca.

The Corporation of the Town of Georgina (*Town*) shall only accept and receive electronic *submissions* through the *Town's* bidding system. The bidding system will send a confirmation email to the *respondent* advising that their *bid* has been successfully submitted.

ELECTRONIC SUBMISSIONS ONLY. HARD COPY SUBMISSIONS SHALL NOT BE ACCEPTED.

The *bid call documents* are complimentary and what is called for by anyone shall be binding as if called for by all. The intention of the *bid call documents*, unless otherwise stated, is to include all labour, materials and equipment reasonably necessary for the proper execution of the work. It is not the intended, however, that material, or work not covered by or properly inferable from any heading, section, branch, class or trade of specifications or any drawings shall be supplied, unless distinctly noted on the drawings and/or sketches, descriptions of materials or work in words which so applied having well-known technical or trade meaning shall be held to refer to such recognized standards.

The *Town* will not be liable nor reimburse any *respondent* for costs incurred in the preparation of *submissions*, site inspections, demonstrations, or any other services that may be required as part of the evaluation process.

2. NOTICE OF NO-BID

It is important to the *Town* that we receive a reply from all *respondents*. You are not under any obligation to make a *submission*; however, should you choose *not* to make a *submission*, please indicate your choice by using the "No Bid" button on the *Town's* bidding system. This will assist the *Town* in understanding why you decided against providing a *submission* on this *bid* opportunity. Please complete the "No Bid" questions completely in an effort to help the *Town* make improvements, if they are deemed necessary.

3. SUBMIT A QUESTION

If a *respondent* should need to address any discrepancies, errors and/or omissions in this document or if they are in doubt as to any part thereof they shall submit questions in writing through the *Town's* bidding system website using the "Submit a Question" link associated with this opportunity.

Question *submission* deadline is outlined in the Schedule of Events below.

The *Town* shall not be responsible for responding to questions that are sent other than this method. The *Town* may not respond to questions received after the deadline for questions, as stated above.

No communication shall be directed to anyone other than the *Procurement Services Representative* and failure to comply with this directive will result in your *submission* being disqualified.

The *Town* is under no obligation to provide additional information, and the *Town* is not responsible for any information provided by or obtained from any source other than by written *addendum* issued by the *Procurement Services Representative*.

All *addenda* will only be posted on the *Town's* bidding system.

Procurement Services Representative:

Stirling E. Munro
Manager of Procurement Services

4. BID CALL DOCUMENTS

The following documents shall apply to and form a part of this document. All *submissions* made to the *Town* will bind *respondents* to the terms and conditions set forth in the documents listed below, except as otherwise stated in this document.

Respondents may view all documents that form part of this document online at <https://www.georgina.ca/doing-business/bids-and-tenders>.

***Respondents* shall ensure that they have read and understand the documents listed below in their entirety:**

- Procurement Policy (2018-0051)
- Standard Terms & Conditions
- Supplier Code of Conduct
- Definitions

5. SCHEDULE OF EVENTS

The following Schedule of Events shall be in effect for this project:

Schedule of Events	
Release Date	September 16, 2020
Question & Answer Deadline	October 6, 2020 – 14:00:00 hrs local time
Submission Deadline	October 16, 2020 – 14:00:00 hrs local time
Presentations / Interviews	November 5 & 6, 2020 (Save the dates)

Note: Although every attempt will be made to meet all dates as outlined in the Schedule of Events, the *Town* reserves the right to modify any or all dates at its sole discretion.

6. RFI SUBMISSION DEADLINE

The *Town's* bidding system shall receive **ELECTRONIC SUBMISSIONS ONLY**, no later than the *submission* deadline as indicated herein.

Respondents are cautioned that the timing of their *submission* is based on when the *submission* is RECEIVED by the bidding system, not when it is submitted by a *respondent*, as *submission* transmission can be delayed in an “Internet Traffic Jam” due to file transfer size, transmission speed, etc.

For the reasons mentioned above, the *Town* recommends that *respondents* allow sufficient time to upload their *submission* and attachment(s) (if applicable) and to resolve any issues that may arise.

The closing time shall be determined by the Bidding System web clock.

The Bidding System will send a confirmation email to the *respondent* advising that their *submission* was submitted successfully. If a confirmation email is not received, contact Bids & Tenders Technical Support at support@bidsandtenders.ca.

Provisions of By-law No. 2018-0051 of the Corporation of the *Town* of Georgina shall apply to all *contracts*.

SPECIAL PROVISIONS

1. PURPOSE AND NATURE OF THE REQUEST FOR INFORMATION (RFI)

This *RFI* is intended solely for information and planning purposes and is neither a Request for Tender (*RFT*) nor a Request for Proposal (*RFP*). No *contract* or agreement shall be entered into based on this *RFI*. The issuance of this *RFI* is not to be considered in any way a commitment by the *Town*, nor as authority to potential *respondents* to undertake any *work* that could be charged to the *Town*. This *RFI* is not to be considered as a commitment to issue a subsequent solicitation or award *contract(s)* for the *work* described herein.

Although the information collected may be provided as commercial-in-confidence (and, if identified as such, will be treated accordingly by the *Town*), the *Town* may use the information to assist in drafting performance specifications (which are subject to change) and for budgetary purposes.

Participation in this *RFI* is encouraged, but is not mandatory. There will be no evaluation, ranking, or selection of *respondents* as a result of this *RFI*. It shall not be used to pre-qualify or screen *respondents* for a subsequent competitive bidding process. Should the *Town* proceed with a subsequent competitive bidding process, it will likely be within four (4) months of the *RFI submission* deadline.

If a subsequent competitive bidding opportunity is issued, the *Town* is under no obligation to advise any *respondent*. Interested *respondents* should monitor the *Town's* Bids and Tenders website <https://georgina.bidsandtenders.ca> of future opportunities, which will be open to all *respondents*, whether or not a response to this *RFI* was submitted.

Respondents are solely responsible for all expenses associated with responding to this *RFI*. **Pricing shall NOT be included in this *RFI*.**

2. INTRODUCTION

The Corporation of the Town of Georgina (*Town*) is requesting information and feedback from interested parties (*respondents*) to identify potential partners and innovative solutions that will help improve broadband service in line with the *Town's* vision, guiding principles and top priorities. The *RFI* is directed broadly to companies who deliver broadband service, operate broadband networks, provide innovative technologies and/or invest in broadband infrastructure (*work*).

3. BACKGROUND

The *Town's Council* approved a Broadband Strategy and Action Plan (Plan) on April 22, 2020. The Plan can be downloaded from:

https://www.georgina.ca/sites/default/files/page_assets/broadband_strategy_final.pdf?to ken=shmKhHWB

The *Town's* vision is that “All businesses and residents have access to affordable and reliable broadband connectivity options at the service levels they require based on technology advancements, private market forces and funding commitments from senior levels of government.”

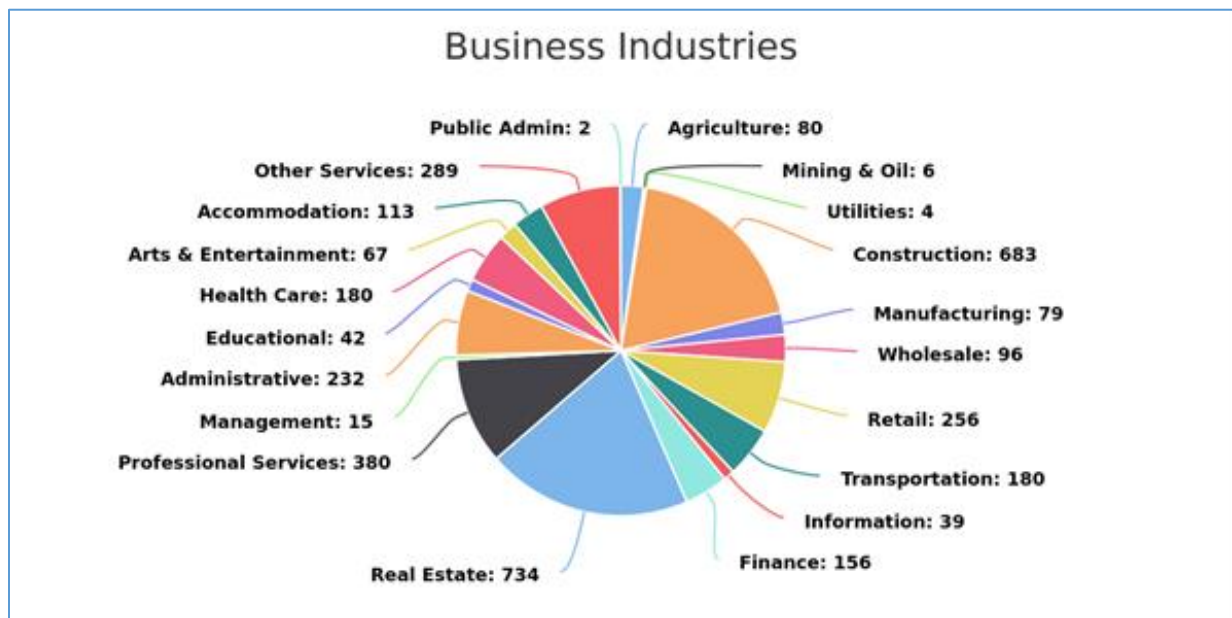
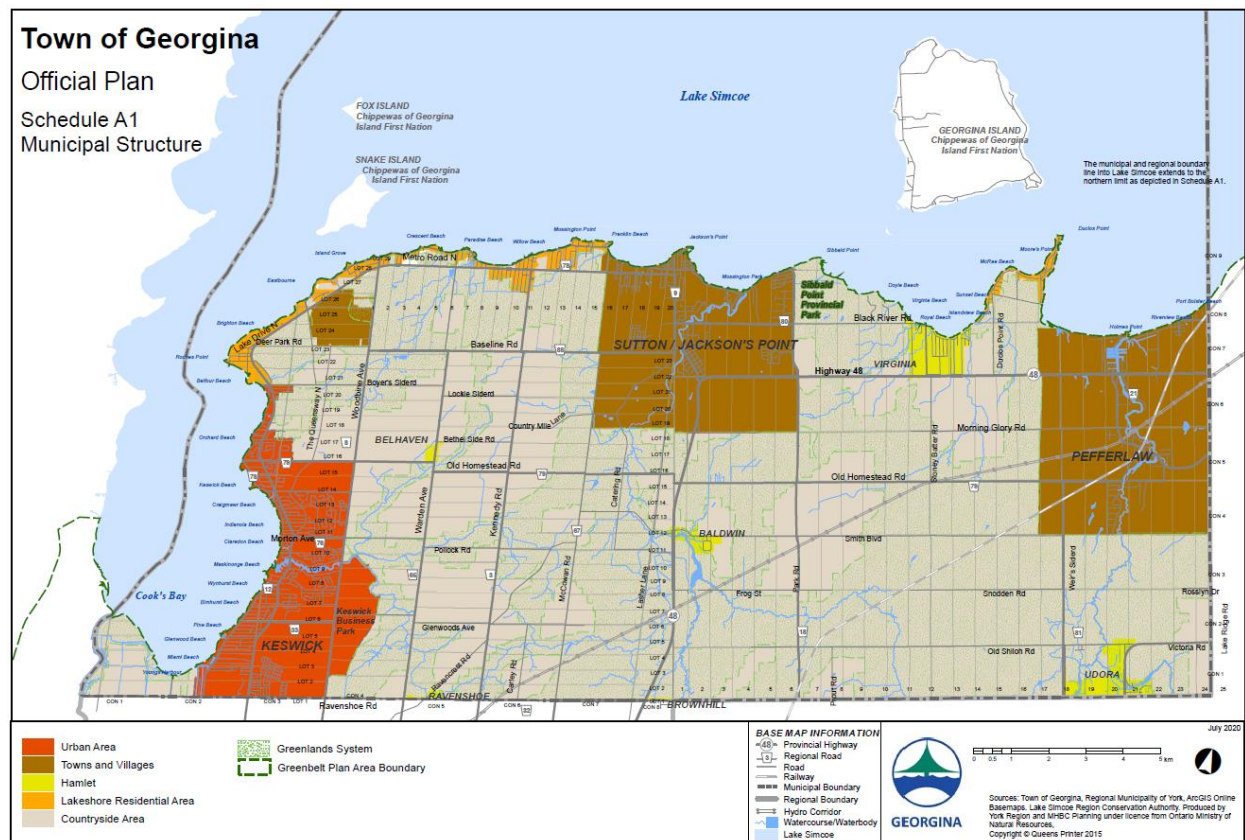
The Plan is based on the following four (4) priorities:

1. Connectivity for all residents allowing them to participate fully in the digital world (e.g. education, healthcare, telework);
2. Leveraging broadband to foster economic development, business attraction, expansion and retention;
3. Provide community Wi-Fi, including at libraries, tourist destinations and other public facilities; and
4. Connectivity for the *Town's* municipal needs.

Implementation of preliminary actions from the Plan has already commenced (e.g. identification of the broadband champion, secure an independent third-party consultant, etc.). Other external-facing actions however require more planning and input.

The purpose of this *RFI* is to seek input from a variety of service providers and/or industry-related stakeholders to inform the *Town* with respect to all related options available in consideration of the next steps in the realization of the objectives noted in the Plan.

Georgina is geographically one of the largest municipalities in York Region and is situated just one hour north of Toronto on the southeast shores of Lake Simcoe. The municipality is comprised of a number of lakefront communities, small rural hamlets and three larger communities including Keswick, Sutton/Jackson's Point and Pefferlaw. The *Town* has a population of 48,567 with future population planned to be 71,000 by 2031.



Additional community information can be found at the following link:

<https://www.georgina.ca/doing-business>

Please note that additional maps referenced within this document are available as appendices from the bidding system.

Attachment 1 - page 36 - 131
Appendix 1

A key element of the Plan is to leverage more than 100 kilometres of fibre backbone being installed in Georgina by York Telecom Network (YTN) – funded in part by a grant received through the Federal Connect-to-Innovate program. YTN's fibre infrastructure is to follow a predetermined path across Georgina, stretching from Keswick to Sutton to Pefferlaw all the way to Udora. YTN Telecom Network Inc. (Yorknet) will then be working with private Internet Service Providers to lease the YTN fibre to in-turn provide actual service to residents and businesses along and around the path. Additional information on Yorknet's project can be found at www.york.ca or by clicking on this [link](#).

Additionally, the *Town* owns several communications towers formerly known as the South Shore Community Broadband (SSCB) network (please reference [Appendix C - Town Owned Broadband Towers](#) the bidding system for related mapping). The *Town* operates a limited wireless network for portions of its internal operations and provides select connectivity to customers as a temporary service of last resort. As part of this *RFI*, the *Town* intends to leverage this asset for potential colocation by parties interested in delivering wireless broadband services to customers.

4. INFORMATION REQUESTED

The *Town* is open to exploring all available and feasible options to facilitate the *work* required to achieve expanded broadband coverage for all of Georgina with a particular focus on underserved areas throughout the *Town* (e.g. rural, lakeshore, etc.).

Respondents are asked to use the outline below in preparing their responses. If a question is not applicable, please note it in your response. Responses to all applicable questions is encouraged, but *respondents* may choose to answer some but not all questions. Questions are numbered for convenience.

Requests for All Respondents:

1. Provide a brief background of your company.
2. Does your company have experience in providing broadband services in similar urban-rural communities, including servicing residential and business users as well as agricultural operations?
 1. What are similar locations in which you have had successful projects?
 2. What important factors contributed to your ability to make them a success?
 3. What characteristics of communities do you consider when choosing an area for investment?
 4. What do typical local permitting and approvals processes look like in areas where you have been successful?
 5. Has access to utility poles been an important factor for your company in deciding whether or not to expand or improve broadband services in any part of the *Town*?
3. Does your organization have existing projects and/or future expansion plans within the *Town*? If so:
 1. What obstacles did you encounter on previous projects or do you currently see

- that may hinder expansion plans?
2. What suggestions can you offer which would overcome these obstacles?
 3. Has the length of time in which you were able to obtain local permits or approvals limited or delayed the rate at which you were able to expand services in the *Town*?
 4. What specific immediate actions, ongoing support and other policy decisions would be required or helpful from the *Town* in expanding broadband service in the *Town*? (Please note the additional “Dig Once” policy questions that follow below.)
 5. What specific suggestions can your organization offer regarding the role the *Town* can play to enable and expedite the deployment of broadband services that have not been captured above?
4. Please provide details regarding any projects where your company has collaborated with one or more service providers to provide broadband services?
 5. Have you been involved with any successful public-private partnerships to operate or develop broadband networks? If so:
 1. Why do you believe those were successful?
 2. How would you recommend that a public-private partnership be structured to increase the likelihood of a successful broadband project in the *Town*?
 3. Do you have existing telecommunications assets that you would be able and willing to utilize under a public-private partnership to assist in the *Town*’s broadband objectives? If so, please provide details.
 6. What Federal or Provincial grants has your organization received in the past twenty-four (24) months?
 1. Do you intend to apply for any that would support broadband expansion in the *Town*?
 2. If so, what can the *Town* do or provide to enhance your application?
 7. Has your company participated in broadband-related pilot projects in the past twenty-four (24) months?
 1. If so, provide a brief description of the pilot project(s).
 2. Would you consider participating in a broadband-related pilot project in the *Town* if the opportunity was available?

Requests for Broadband Service Providers:

8. What areas do you currently serve?
9. Approximately how many total customers do you have:
 1. Residential?
 2. Business? If possible, please provide a breakdown as follows:

1. Small Office Home Office (SOHO);
 2. Small Medium Business (SMB);
 3. Enterprise; and
 4. Municipalities, Academic institutions, School boards, and the Health Authority (MASH).
10. What are your current service tiers and pricing?
11. Do you enforce data caps? If so:
1. How are they structured?
 2. Do you enable data throttling?
12. What technology or technologies do you use to provide broadband service (fibre-to-the-premises, fixed wireless, coax cable, hybrid fibre coax, satellite, other)?
13. Will your technology solutions attain and exceed the CRTC's broadband objectives of 50 Mbps download and 10 Mbps upload to residents with a demonstrable path to becoming a Gigabit community?
1. Provide details as to how this would be accomplished and whether this would be a phased approach or achieved in an initial deployment.

For companies operating wireline networks:

14. Is there a minimum density of premises passed per kilometre over which you are generally able to sustain a business case to extend your network? If so:
1. What is it?

For companies operating wireless networks:

15. Is there a minimum number of premises addressable per wireless tower over which you are generally able to sustain a business case for your network? If so:
1. What is it?
 2. Would access to any of the South Shore Community Broadband (SSCB) tower locations in the *Town* be especially useful to help you expand service?
 3. What is the optimal height for your wireless nodes/antenna?
 4. To what extent do you prefer to connect your wireless nodes to fibre vs. microwave backhaul?
 5. What spectrum would you require to provide service in the *Town*?
1. Do you have access to sufficient spectrum?
16. Would you be interested in accessing the York Telecom Network (YTN) within the *Town* to enhance your broadband planning?
17. To what extent would you consider providing community Wi-Fi, including in libraries,

tourist destinations, farm properties and other public facilities (e.g. Business Improvement Areas, recreation centres, community halls, playgrounds, etc.)?

“Dig Once” Policy

The *Town* is exploring the feasibility of implementing a “Dig Once” policy where conduit(s) could be placed in streets when doing other civil work. These conduits may then be made available to interested service providers who may run their fiber or other cables through them to deliver broadband services to the neighborhood. The aim of this policy is to avoid repeated disruption, reduce costs, and expedite service delivery.

1. Can you please provide detailed input with respect to how your organization views this policy in terms of effectively contributing to higher broadband access across the *Town*?
2. Where your organization feels this “Dig Once” policy would not work, can you provide details to indicate the challenges you foresee that would inhibit the successful deployment of such a policy?

5. SUBMISSION REQUIREMENTS

This request is for information purposes only and therefore *respondents* should **NOT include pricing of any kind** with their *submissions*, with the exception of broadband service pricing information as requested in Question 10 above.

Respondents are encouraged to provide product related information, highlighting current market conditions, new technology and recent innovations such that *Town* staff can be educated and have informed discussions as they begin the future procurement process.

Respondents are requested to provide their comments, concerns and, where applicable, alternative recommendations regarding how the requirements or objectives described in this *RFI* could be satisfied. *Respondents* are also invited to provide comments regarding the content, format and/or organization of any draft documents included in this *RFI*. *Respondents* should explain any assumptions they make in their responses.

The *submission* requirement shall be completed by:

1. Answering as many questions as possible, in the order as above and numbered exactly as above;
2. Scan the *submission* as one PDF document;
3. Name the PDF document “[Submission Information](#)”;
4. Upload the PDF document in the document uploads section of the bidding system named “[Submission Information](#)”.

6. PRESENTATIONS AND INTERVIEWS

There shall be no evaluation, ranking, or selection of *respondents* as a result of this *RFI*. It shall not be used to pre-qualify or screen *respondents* for a subsequent competitive bidding process.

The *Town* may, in its sole discretion, choose to invite all or some of the *respondents* to deliver a formal presentation to the project team. An “interview style” question and answer period would be conducted immediately following their presentation. The purpose of the presentation and the question and answer period will be to allow the *respondent* with the opportunity to clarify their *submission* and discuss aspects of their approach to the delivery of broadband services as described herein.

With the current health emergency declared by the Province of Ontario, the *Town* shall conduct the presentations and interviews using a video conferencing platform such as Zoom. The *respondents* shall be prepared to attend the video conferencing meeting as scheduled by the *Procurement Services Representative*.

The *Town* strongly recommends that all *respondents* acquaint themselves with Zoom in advance and have the necessary equipment to participate.

The *respondents* that receive invitations to conduct a presentation and participate in an interview shall submit presentation materials (if any), upon request, to the *Procurement Services Representative* by email no less than twenty-four (24) hours prior to their scheduled presentation/interview. The *Procurement Services Representative* shall distribute the presentation materials to the project team.

7. TOWN'S RIGHTS AND PRIVILEGES

1. Costs:

The *Town* shall not be liable for any costs incurred by the *respondent* in the preparation of their response to the *RFI* or interviews, if required. Furthermore, the *Town* shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any *respondent*, prior or subsequent to, or by reason of the acceptance, or non-acceptance by the *Town* of any *RFI*, or by reason of any delay in proceeding as described in this *RFI*.

2. Clarification:

The *Town* reserves the right to request additional information from any *respondent* and clarify information contained in the *RFI*.

3. Modifications:

The *Town* reserves the right to modify any and all requirements stated in the *RFI* at any time.

4. Cancellation:

The *Town* reserves the right to cancel this *RFI*, disqualify or reject any or all *RFI submissions* without any obligation or any compensation or reimbursement to the *respondents* without penalty to the *Town*.

5. Interpretation of RFI

In the event of any disagreement between the *Town* and *respondent* regarding the interpretation of the provisions of the *RFI*, the *Manager of Procurement Services* or an individual acting in that capacity, shall make the final determination as to interpretation.

8. CONTRACT OR AGREEMENT

Despite any term or condition to the contrary in this *RFI*, no *contract* or agreement will be formed on as a result of this *RFI*. Each *respondent* expressly agrees that no *contract* of any kind is formed under, or arises from this *RFI*, and that no legal rights or obligations will arise between the *Town* and any *respondent*.

9. PREVIEW OF ON-LINE BIDDING SYSTEM SCHEDULES

Please find below a **preview only** of certain schedules (collectively “**Schedules**”) that will need to be **completed online only** through the Bidding System by *respondents* as part of their *bid submission*.

The *respondent* acknowledges that the preview below is provided as a courtesy only (to assist the *respondent* in determining the size and scope of the project, etc.) and shall not be relied upon in any way.

Please note that the Schedules shown below are subject to change/addition/deletion by *addendum(s)* issued by the *Town*. Following the issuance of each *addendum*, such changes may be reflected in the electronic schedules to be completed, but will not be reflected in this *bid call document*. It is the *respondent's* responsibility to review all *addendums* and ensure that their *bid* is submitted based on the current requirements.

For greater certainty, the *respondent* shall made their *submission* by completing all schedules and fields in the online Bidding System. Any *submission* made on the basis of the preview schedules below may in the *Town's* sole discretion, be disqualified and rejected on the basis of being incomplete.

APPENDICES

- A. APPENDIX A – TOWN STRUCTURE
- B. APPENDIX B – LAND USE
- C. APPENDIX C – TOWN OWNED BROADBAND TOWERS
- D. APPENDIX D – FARMING COMMUNITY GROUP
- E. APPENDIX E – POPULATION DENSITY 2016
- F. APPENDIX F – INTERNET SPEED TEST SURVEY 2019

All appendices are available as separate PDF documents from the bidding system.

CAO2020-085 - RFI FOR BROADBAND SERVICE DELIVERY

Bid Questions

Legal Registered Business Name

H.S.T. Registration Number

WSIB Registration Number

Name of Primary Contact / Phone Number / Email

Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the Town. If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

- Submission Information * (mandatory)

Declarations & Addenda

The Bidder hereby acknowledges and agrees:

I DECLARE that no person, firm or corporation other than the one whose signature or the signature of whose proper officers are below, has any interest in this *Submission* or in the *Contract* proposed to be taken.

I FURTHER DECLARE that this *Submission* is made without any connection, knowledge, comparison of figures or arrangement with any other *Respondent*, firm or person making a *Submission* for the same *Work* and is in all respects fair and without collusion or fraud.

I FURTHER DECLARE that no member of the *Town Council*, or any officer of the Corporation of the Town of Georgina, is or will become interested directly or indirectly as a contracting party or otherwise in or in the performance of the *Contract*, or in the supplies, work or business to which it relates or in any portion of the profits thereof, or any such supplies to be used therein or in any of the monies to be derived there from.

I FURTHER DECLARE that the several matters in said *Submission* are in all respects true.

I FURTHER DECLARE that I have carefully examined the locality and *Site* of the proposed Works, as well as all the Plans, Drawings, Profiles, Form of Submission, Specifications, Special Provisions, Standard Terms and Conditions, Agreement and Bond relating to the said *Contract*, and hereby acknowledge the same to be part and parcel of any *Contract* to be let for the work therein described or defined.

I FURTHER DECLARE that I have examined the project *Site* and completed the Form of Submission, and it is understood that it is a condition of this *Contract* that the project will be completed on or before the required completion date.

I AGREE that if I withdraw this *Submission* before the *Council* of the Corporation of the Town of Georgina have considered the *Submissions* and awarded the *Contract* in respect thereof, at any time not later than sixty (60) days after the closing date, the amount of the deposit accompanying this *submission* (if any) shall be forfeited to the *Town*.

I FURTHER AGREE that this offer is to continue open to acceptance until the formal *Contract* is executed by the *Contractor* for the said *Work* or until ninety (90) days after the closing date, whichever event first occurs, and that the *Town* may at any time within that period, without notice, accept this *Submission* whether any other *Submission* had been previously accepted or not.

I FURTHER AGREE that I understand and will follow the Accessibility for Ontarians with Disabilities Act and The Accessibility Standards for Customer Service Regulation 429/07 and the Integrated Accessibility Standards Regulations 191/11.

I FURTHER AGREE that all Price Schedules, other Schedules (if any) the Form of Submission Data, Supplier Code of Conduct and any Appendices form part of this Form of *Submission*.

I FURTHER AGREE that I/WE have received all Addenda as acknowledged below and fully understand their content.

I FURTHER AGREE that all I/WE have read the *Town's* Procurement Policy, Standard Terms and Conditions, Supplier Code of Conduct and Definitions and that I/WE accept and agree to comply to the contents therein.

■

I/WE hereby agree to complete this *Contract* in accordance with the terms contained herein.

The bidder shall declare any potential conflict of interest that could arise from bidding on this bid. Do you have a potential conflict of interest? ☐ Yes ☐ No

The *Bidder* acknowledges and agrees that the addendum/addenda below form part of the *Bid Submission* document

Please check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		

Town of Georgina

Wireless Telecommunications Installations on Municipal Property Policy

May 5, 2021

Georgina Wireless Telecommunications Installations on Municipal Property Policy

BACKGROUND INFORMATION

Council approved the Broadband Strategy and Action Plan on April 22, 2020.

It has three key actions:

- Identification of a broadband champion to ensure sustained momentum,
- Issue a Request for Information (RFI) to formally engage internet service providers on approaches for improving connectivity, with a report back to Council in Q3 2020 on recommended next steps,
- Development of a set of broadband-related policies and requirements such as a dig-once policy, enhanced connectivity criteria for new developments, and standardized processes/agreements for access to the South Shore Community Broadband (SSCB) network and municipal rights-of-way.

As part of the Town's Broadband Strategy and Action Plan, Georgina intends to promote third-party wireless telecommunications service providers' usage of the South Shore Community Broadband (SSCB) network of towers to enhance broadband connectivity in the Town. At present, the Town does not have an explicit policy on this matter and therefore there is no direction on how requests by third party providers should be processed. However, any applications requiring a new tower location would be required to follow the Town's Antenna System Siting Protocol once updated.

The purpose of this report is to recommend a policy structure promoting the use of municipal buildings, lands, and towers by third parties for wireless telecommunications services such as Fixed Wireless Access (FWA) and Cellular.

TELECOMMUNICATIONS IS A FEDERALLY REGULATED INDUSTRY

Telecommunications is a field regulated by the Government of Canada. Innovation, Science and Economic Development Canada (ISED) approves and issues licences, sets safety standards and approves sites for antenna systems and antenna-supporting structures. Proponents seeking to install antenna systems are required by ISED to investigate the feasibility of sharing or using existing infrastructure to limit tower proliferation.

ANALYSIS

The Town retained the services of a consultant to conduct a market scan of a sampling of municipalities to inform the Town of the most appropriate policies in place that could be tailored to suit its requirements. The scan included the following locations:

- | | |
|---------------------|----------------|
| • Mississauga, ON | • Hastings, ON |
| • Aurora, ON | • Barrie, ON |
| • Richmond Hill, ON | • Hamilton, ON |

- York Region, ON
- Sudbury, ON
- Markham, ON
- Durham Region, ON
- Muskoka, ON
- Seguin, ON
- Edmonton, AB
- Surrey, BC

The Town initiated a Request for Information (RFI) for Broadband Delivery Services that closed in October 2020. As a result of the RFI, most of the respondents were then interviewed, and where applicable, provided input on wireless broadband equipment installations. Additional interviews were held with wireless internet service providers (WISPs) that are active in the region to solicit feedback on reasonable rural market fees for broadband wireless equipment installations on community-owned locations.

Of the communities reviewed, York Region was considered the most appropriate model as its policy included consideration of its own tower assets (no other communities researched seemed to have policies that dealt with community-owned tower assets for colocation purposes). The Region also has a comprehensive fee structure that contemplates wireless related equipment installations on their assets including buildings, lands, towers, light and traffic poles and other facilities. Due to the Town's tower locations and its objective to support and facilitate rural broadband connectivity, a Small Cell annual licence fee per attachment was added to the "Licence Class 3: Installations on Town-Owned Towers" rate table following consultation with the rural ISPs. The balance of the fees are aligned with those of York Region, adjusted by the 3% annual increase to reflect their 2021 fees.

It is therefore reasonable to generally harmonize the Town's policy with that of York Region with modifications as noted herein.

CURRENT THIRD-PARTY ARRANGEMENTS AND WIRELESS ANTENNAS ON TOWN PROPERTY

The Town does not have any third-party wireless equipment on its current SSCB infrastructure. The equipment we have on the towers are for the Town's wireless broadband network and 2-way radios (Operations & Infrastructure, Parks, and the Fire Emergency Services).

TOWN OF GEORGINA – DEPARTMENT OR DIVISION NAME
POLICY No. #####

Subject: Wireless Telecommunications Installations on Municipal Property Policy	Authority, Ref. & Sec. Council		
Policy Classification: Broadband Services	Pages: 8	Year	Month Day 2021 May 5
Recommended/Approved by: Council	Contact Position for Inf. Manager, ITS		

Policy Statement:

A policy providing the framework for the approval and execution of licence agreements for the installation of third-party wireless telecommunications equipment on The Town of Georgina's (the "**Town**") buildings, lands, towers, facilities and roads.

Purpose:

This policy (the "**Policy**") provides a framework for the approval and execution of licence agreements for the installation of third party wireless telecommunications equipment on buildings, lands and facilities owned by the Town, including buildings, lands, towers, light and traffic poles and other facilities (collectively "**Town Property**") and for the installation of carrier-owned poles on or within a Town road or road allowance (collectively the "**Municipal Right-of-Way**"), but excluding underground and aerial fibre installations on or within a Municipal Right-of-Way.

Definitions:

Antenna: An electrical device which converts electric power into radio waves, and vice versa. It is typically used with a radio transmitter or radio receiver which is often referred to as a remote radio unit or "RRU".

Applicant: An individual, company, municipality, government agency, board or commission, or other public or private sector entity, proposing to install telecommunications equipment on Town Property or on a Municipal Right-of-Way.

Building: Town-owned building the primary use of which is for the Town's general administration purposes.

Carrier: A telecommunications service provider that provides telecommunications services and includes wireless carriers or mobile network operators.

Co-location: The placement of telecommunications equipment owned by one carrier on a tower or pole owned by a different carrier or tower consolidator, thereby creating a shared facility.

In-Building Equipment Installation: Wireless telecommunications equipment installed within a building intended to enhance cell phone reception.

Licence Agreement: The Town's form of telecommunications licence agreement under which the grants a licence to a licensee to install and maintain telecommunications equipment on Town Property or on a Municipal Right-of-Way.

Licensee: An applicant that has entered into a licence agreement with the Town to place telecommunications equipment on Town Property or on a Municipal Right-of-Way.

Macro Cell Equipment Installation: Wireless telecommunications equipment using large antennas that are mounted on top of or attached to a building, or an existing or new tower, not in the right-of-way. These installations also include remote radio units typically located near the antennas and have equipment cabinets at their base.

Operational Facility: A Town-owned facility or structure with the primary purpose of providing services to Town residents. Operational Facilities may include facilities for water, wastewater, management and collection of waste, including hazardous waste, recycling depots, and facilities related to the provision of transit and transportation services.

Pole: A light or traffic pole but excludes telecommunication monopoles.

Small Cell Equipment Installation: Wireless telecommunications equipment typically involves mounting small cell box/antenna(s) onto an existing, replaced pole or new pole or a monopole of the same or similar size as adjacent pole(s) in the right-of-way and parking lots. Small cell equipment may also be installed in/on other locations in the right-of-way including kiosks, bus shelters and street furniture and in locations other than in the right-of-way such as on towers, in or on buildings or operational facilities. These installations may also include small equipment cabinets at their base.

Small Macro Cell Equipment Installation: Wireless telecommunications equipment typically involves adding large antennas around the top of an existing or replaced pole or new monopole in the right-of-way or on a tower in a parking lot and elsewhere, having a maximum tower height of 15 meters. These installations also include equipment cabinets at their base.

Telecommunications: Has the meaning defined under the *Telecommunications Act*, S.C. 1993, c.38, as same may be amended or superseded.

Telecommunications Equipment: Telecommunications infrastructure to provide wireless telecommunications services, including without limitation, antennas, lines, cables, remote radio units (RRUs), equipment, structures and/or plant.

Tower: A tower built from the ground to host telecommunications equipment. Towers may be free-standing, decorative, or guyed. Towers may also include monopoles with either flush mounted, pinwheel mounted or shrouded antennas.

Tower Consolidator: An entity whose primary business is to erect towers and/or poles for the purpose of renting space to one or more carriers or other entities wishing to site their telecommunications equipment on a tower or pole, thereby creating a shared facility.

Key Policy Objectives:

This Policy's key objectives are:

- To provide a single access administration point through the ITS Division, to simplify the approval process for applicants applying to install telecommunications equipment on Town-owned property.
- To encourage entities considering installing telecommunications equipment in Town to locate their equipment on Municipal Property.
- To support broadband coverage in the Town, particularly in the underserved rural and lakefront areas.

Description:

- Applicants will apply through the Town's single access point on the prescribed form, describing the proposed installation. The Town will consult with the applicant and if the Town agrees with the proposal, the applicant will be required to provide detailed engineering drawings for the proposed works for the Town's approval.
- Applicants must execute the Town's Licence Agreement which will set out: (i) the telecommunications equipment to be installed, (ii) a specified term with renewal options, (iii) the licence fees payable, and (iv) the terms and provisions of the licence granted.
- Applicants must obtain, at their own expense, any applicable permits and approvals, from an agency or government body, and where the telecommunications equipment installation is on a Municipal Right-of-Way, a road occupancy permit and, as necessary, a municipal consent.
- Applicants must obtain and maintain, at their own expense, the necessary radio licences from Innovation, Science and Economic Development "ISED" Canada and any other regulatory or governmental approvals required to provide wireless services. Applicants are responsible for ensuring that they comply with all applicable Federal regulatory requirements, including, without limitation, and to the extent applicable, ISED's Canada Client Procedures Circular 2-0-03 Rev. 5 and Health Canada's Safety Code 6, both are amended from time to time.

- Licensees must obtain and maintain insurance coverages satisfactory to the Town, naming the Town, as applicable, as additional insureds, and provide evidence of this insurance on the Town's standard Certificate of Insurance form. Licensees shall indemnify the Town, as applicable, and save them harmless from and against any claims arising with respect to the licensee's telecommunications equipment installation and/or licence.
- Licensees must comply with all applicable Municipal protocols and procedures in connection with their telecommunications equipment or licence.

Licence Classes and Licence Fees:

- Telecommunications equipment installations on Town Property or on a Municipal Right-of-Way will be subject to fees and charges applicable to the class of licence that is issued.
- The classes of licences and their corresponding fees and charges are set forth below.

Licence Class 1: Installations On/In Buildings

No.	Description of Fees and Charges	Year 2021
1	Building application fee for Macro Cell, Small Cell and In-Building – per application.	\$2200
2	Macro Cell annual site licence fee per building.	\$18000
3	Macro Cell annual licence fee per antenna.	\$1100
4	Small Cell annual site licence fee per building.	Nil
5	Small Cell annual licence fee per attachment.	\$350
6	In-Building annual site licence fee per building.	Nil
7	In-Building annual licence fee per attachment.	Nil

Licence Class 2: Installations in the Town Right-of-Way

No.	Description of Fees and Charges	Year 2021
1	Municipal Right-of-Way installation application fee – per application (each application is limited to a maximum of 10 small cell attachments or one small macro cell).	\$2200
2	Small Cell annual licence fee per attachment and co-location attachment.	\$350
3	Small Macro Cell annual site licence fee (includes first carrier).	\$7700
4	Small Macro Cell annual co-location licence fee for each co-located carrier after first carrier.	15% of rent payable to Licensee by co-locating carrier

Licence Class 3: Installations on Town-Owned Towers

No.	Description of Fees and Charges	Year 2021
1	Town-owned tower installation application fee – per application.	\$2200
2	Macro Cell annual site licence fee for initial 2 – 3 metres vertical dedicated space on tower.	\$17500
3	Macro Cell annual site licence fee for second or subsequent 2 – 3 metres of vertical dedicated space on tower.	\$8800
4	Small Cell annual licence fee per attachment on tower.	\$900
5	Applicant shall pay all costs related to a tower analysis, subject to the sole discretion of the Town.	Variable
6	Should the Applicant's colocation request be approved, subject to any tower remediation and/or reinforcement, Applicant shall agree to pay all costs related to such work.	Variable

Licence Class 4: Installations of Tower Consolidator and Carrier Towers

No.	Description of Fees and Charges	Year 2021
1	Carrier/tower consolidator tower installation application fee – per application.	\$2200
2	Annual site licence fee for tower and compound installation for first carrier in urban designated area.	\$22000
3	Annual site licence fee for tower and compound installation for first carrier in rural designated area.	\$18500
4	Annual co-location licence fee for each co-located carrier after first carrier.	15% of rent payable to Licensee by co-locating carrier

Licence Class 5 Installations on Municipal Property Not Designated in Licence Classes 1 – 4

No.	Description of Fees and Charges	Year 2021
1	Application fee – per application.	\$2200
2	Small Cell annual licence fee per attachment and co-location attachment.	\$350

Where advantageous to the municipality and residents (e.g. to facilitate enhanced broadband connectivity in hard to service areas), this policy provides delegated authority to the Chief Administrative Officer and Treasurer to waive and/or amend licence fees, in whole or in part, at the Town's sole discretion.

Additional Charges:

- In addition to the fees and charges set out above, the applicant shall be responsible for all costs reasonably applicable to the telecommunications

equipment installation, operation, maintenance, relocation or removal, as more particularly described in the Licence Agreement.

Application Fee:

- Application fees with respect to an application for a new licence to install equipment at a new site, or an application to implement “modifications” to existing equipment under a current licence, are set out in the above Tables for each licence class.
- “**Modifications**” include but are not limited to changes in usage, changes in configuration including multi-coupling, replacement, removal, additions and/or changes to the location of the applicant’s telecommunications equipment. The Town may waive the application fee if the modifications are rudimentary in the Town’s sole opinion.

Fee Escalation:

- Annual licence fees are subject to a 3% escalation during each year of the term of the licence.
- The Town may increase, decrease or modify application fees from time to time, at the Town’s sole discretion.

Non-Compliance with Policy:

- Shall result in non-approval of an application to install telecommunications equipment on Town Property or on a Municipal Right-of-Way, termination of Licence Agreement, or cancellation of permits.

Town of Georgina

Antenna System Siting Protocol

Updated May 5, 2021

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BACKGROUND INFORMATION

Council approved the Broadband Strategy and Action Plan on April 22, 2020. It has three key actions:

- Identification of a broadband champion to ensure sustained momentum,
- Issue a Request for Information (RFI) to formally engage internet service providers on approaches for improving broadband connectivity in Georgina,
- Development of a set of broadband-related policies and requirements such as a dig-once policy, enhanced connectivity criteria for new developments, and standardized processes/agreements for access to the South Shore Community Broadband (SSCB) network and municipal rights-of-way.

As part of developing standardized processes and agreements for access to the South Shore Community Broadband (SSCB) network and municipal rights-of-way, it was discovered that Georgina's existing Antenna System Siting Protocol is out of date.

On February 28, 2013, the Federation of Canadian Municipalities (FCM) and the Canadian Wireless Telecommunications Association (CWTA) jointly issued a document entitled *"Antenna System Siting Protocol Template"*. The intent of this document was to provide municipalities with direction on how to develop a customized protocol for the siting of radio-communications antenna systems.

Records indicate that the Town of Georgina adopted the FCM/CWTA document effective August 12, 2013; however, on February 5, 2014, Industry Canada (now the Department of Innovation, Science and Economic Development "ISED") announced that it was considering changes to its *"Radiocommunication and Broadcasting Antenna Systems Client Procedures Circular (CPC-2-0-03)"* (Circular). The proposed changes to the Circular would serve as an update to the existing Industry Canada radio-communications antenna siting procedures and include key elements of the protocol template jointly prepared by FCM and CWTA.

On June 26, 2014, ISED released a revised Circular entitled *"Radiocommunication and Broadcasting Antenna Systems (CPC-2-0-3, Issue 5)"*. The revised Circular became effective as of July 15, 2014 and following its issuance, FCM and CWTA jointly issued a revised *"Antenna System Siting Protocol Template"* in December 2014.

The Town of Georgina has not updated its version of the Antenna System Siting Protocol and continues to rely on its August 12, 2013 edition. The revised protocol as attached reflects the updates from the above referenced "Antenna System Siting Protocol Template" dated December 2014 issued jointly by the FCM and CWTA.

Additionally, a scan of protocols adopted by several municipalities across Canada was used to confirm the revisions included in the updated Georgina Antenna System and

Siting Protocol while remaining within the parameters as set out in the aforementioned template. The scan included the following locations:

- Mississauga, ON
- Aurora, ON
- Richmond Hill, ON
- Hastings, ON
- Barrie, ON
- Hamilton, ON
- York Region, ON
- Sudbury, ON
- Markham, ON
- Durham Region, ON
- Muskoka, ON
- Seguin, ON
- Edmonton, AB
- Surrey, BC

TELECOMMUNICATIONS IS A FEDERALLY REGULATED INDUSTRY

In Canada, the federal Minister of Innovation, Science and Economic Development (“ISED”), formerly known as Industry Canada, has the authority under the Radiocommunication Act to approve antenna system installations. The final decision to approve the location of antenna systems is made only by ISED. Municipalities do not possess the authority to override ISED’s decision in this regard. The process that must be followed by proponents seeking to install or modify antenna systems is outlined in ISED’s Client Procedures Circular *CPC-2-0-03 Radiocommunication and Broadcasting Antenna Systems*.

The Government of Canada’s policy guiding the installation of antenna towers was established in 2008. Industry Canada made changes to its *CPC-2-0-03 Radiocommunication and Broadcasting Antenna Systems Client Procedures Circular* effective July 15, 2014. Changes were implemented to strengthen the official requirements for the wireless industry to consult with local residents, increase transparency for municipalities and improve communications throughout the antenna system siting process. Significant changes included in Georgina’s revised protocol include:

- Requiring consultation on all commercial tower installations, regardless of height. Previously, companies only needed to consult with local residents when they were planning to build a tower higher than 15 metres;
- Establishing a three-year limit between the time of consultation and the time an antenna system is built. In the past, there was no limit to the length of time companies could wait before they built a new tower;
- Requiring communications from the company to nearby residents be clearly marked to ensure it is not confused as junk mail; and
- Encouraging municipalities to get involved early in the antenna system siting process.

ISED requires that companies first look at sharing existing tower infrastructure, whenever possible, to reduce the number of new towers needed in the community.

ISED provides certain exclusions from consultation. One example is that small cell installations on existing structures (towers and non-tower structures such as buildings, utility

poles, streetlights) are excluded from consultation provided that the height of the structure is not increased by more than 25 percent.

HEALTH & SAFETY REQUIREMENTS

Health concerns relating to radiofrequency, energy, and safety are often cited by members of the public. These matters fall under the national jurisdiction of Health Canada. Municipalities possess no authority to regulate health and safety requirements related to antenna systems.

To ensure the highest standards of safety are met and adhered to, Health Canada requires that all antenna system installations (including 5G installations) comply with all existing safety regulations, including Safety Code 6 (SC6)¹, which determines exposure limits for wireless devices and their associated infrastructure. In addition, ISED requires that all antenna systems meet Canadian limits on the amount of radio frequency energy that can be present in areas to which the public has access. This means complying with the regulatory requirements and process established in the antenna siting procedures, *CPC-2-0-03, Radiocommunication and Broadcasting Antenna Systems* before an installation is approved. Once antenna systems are built, operators need to ensure their installations comply with the Canadian limits at all times as a condition of their licence. The current Canadian limits already cover the frequency ranges that will be used by 5G devices and antenna system installations.

Health Canada provides extensive public education through its website that comprehensively responds to public safety related concerns associated with 5G and antenna systems in general.²

TELECOMMUNICATIONS ANTENNA SITING

As noted above, the final decision to approve the location of antenna systems is made only by ISED. Municipalities do not possess the authority to override ISED's decision in this regard. To this end, the role of municipalities, including the Town, is to issue a statement of concurrence or non-concurrence to the Proponent and to ISED. The statement considers the land use compatibility of each antenna system proposal, Georgina's design and location preferences, comments from residents and the Proponent's adherence to the Town's Policy. Accordingly, the Town's authority to regulate the siting of antenna systems permits it to establish development guidelines for antenna systems and an accompanying community consultation process. Town Council will consider all applications for Antenna Systems where Town concurrence is required (i.e., for those applications that are not already excluded by ISED).

Attachment 1 - page 62 - 131 Appendix 3
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¹ <https://www.canada.ca/en/health-canada/services/health-risks-safety/radiation/occupational-exposure-regulations/safety-code-6-radiofrequency-exposure-guidelines.html>

² <https://www.canada.ca/en/health-canada/services/health-risks-safety/radiation/everyday-things-emit-radiation/cell-phones-towers.html>

1. OBJECTIVES

The objectives of this Protocol are:

- (1) To establish a siting and consultation process that is harmonized with Innovation, Science and Economic Development (ISED) Radiocommunication and Broadcasting Antenna Systems Client Procedures Circular (CPC-2-0-03) and Guide to Assist Land-use Authorities in Developing Antenna Siting Protocols for reviewing land use issues associated with Antenna System siting proposals;
- (2) To set out an objective process, criteria and guidelines that are transparent, consistent and predictable for the evaluation of Antenna System siting proposals that:
 - a. Minimize the number of new antenna sites by encouraging co-location;
 - b. Encourage designs that integrate with the surrounding land use and public realm;
 - c. Establish when local public consultation is required; and
 - d. Allow ISED and the communications industry to identify and resolve any potential land use, siting or design concerns with the Municipality at an early stage in the process.
- (3) To provide an expeditious review process for Antenna System siting proposals;
- (4) To establish a local land use consultation framework that ensures the Municipality and members of the public contribute local knowledge that facilitates and influences the siting – location, development and design (including aesthetics) – of Antenna Systems within municipal boundaries;
- (5) To contribute to the orderly development and efficient operation of a reliable, strong radiocommunication network in the Municipality; and
- (6) To provide the Municipality with the information required to satisfy the requirements of ISED regarding local land use consultation, resulting in an informed statement of concurrence, concurrence with conditions, or non-concurrence from the Municipality to ISED at the end of the process.

2. JURISDICTION AND ROLES

2.1. ISED

Under the Radiocommunication Act, the Minister of Innovation, Science and Economic Development (ISED) has sole jurisdiction over inter-provincial and international communication facilities. The final decision to approve and licence the location of Antenna Systems is made only by ISED. In June 2014, ISED issued an update to its Radiocommunication and Broadcasting Antenna Systems Client Procedures Circular (CPC-2-0-03) which outlines the process that must be followed by Proponents seeking to install or

modify Antenna Systems, effective July 15, 2014.³

ISED also requires that Proponents intending to install or modify an Antenna System notify and consult with Municipality and the local community within a Prescribed Distance from the proposed structure. ISED also published a Guide to Assist Land-use Authorities in Developing Antenna Siting Protocols in January 2008, stating that it “considers that the Municipality’s and local residents’ questions, comments and concerns are important elements to be considered by a Proponent seeking to install, or make modifications to, an antenna system.” The CPC also establishes a dispute resolution process to be used where the Proponent and Municipality have reached an impasse.

2.2. **ROLE OF THE MUNICIPALITY**

The ultimate role of the Municipality is to issue a statement of concurrence or non-concurrence to the Proponent and to ISED. The statement considers the land use compatibility of the Antenna System, the responses of the affected residents and the Proponent’s adherence to this Protocol. The Municipality also guides and facilitates the siting process by:

- **Communicating** to Proponents the particular amenities, sensitivities, planning priorities and other relevant characteristics of the area;
- **Developing the design guidelines** for Antenna Systems contained in Section 6 of this Protocol; and
- **Establishing** a community consultation process, where warranted.

By working with Proponents throughout the siting process, beginning with preliminary notification and the site investigation meeting, the Municipality seeks to facilitate Antenna System installations that are sensitive to the needs of the local community.

2.3. **ROLE OF THE PROPONENT**

Proponents need to strategically locate Antenna Systems to satisfy technical criteria and operational requirements in response to public demand. Throughout the siting process, Proponents must adhere to the antenna siting guidelines in the CPC, including:

- Investigating sharing or using existing infrastructure before proposing new antenna-supporting structures (consistent with CPC-2-0-17 Conditions of Licence for Mandatory Roaming and Antenna Tower and Site Sharing and to Prohibit Exclusive Site Arrangements);
- Contacting the Municipality to determine local requirements regarding Antenna Systems; and
- Undertaking public notification and addressing relevant concerns as is required and

³ For additional information regarding ISED’s mandate and the application of its authority in the wireless telecommunications process, please consult ISED’s Spectrum management and telecommunications Sector at <http://ic.gc.ca/spectrum>.

appropriate.

2.4. OTHER FEDERAL LEGISLATION

Proponents additionally must comply with the following federal legislation and/or regulations, where warranted:

- Health Canada's Safety Code 6 – Limits of Human exposure to radio frequency electromagnetic Fields in the Frequency range from 3 KHZ to 300 GHZ - Safety Code 6 (2009),⁴
- The Canadian Environmental Assessment Act; and
- NAV Canada and Transport Canada's painting and lighting requirements for aeronautical safety.

3. DEFINITIONS

Antenna System: an exterior transmitting device – or group of devices – used to receive and/or to transmit radio frequency (RF) signals, microwave signals, or other federally-licensed communications energy transmitted from, or to be received by, other antennas. Antenna Systems include the antenna, and may include a supporting tower, mast or other supporting structure, and an equipment shelter. This protocol most commonly refers to the following two types of Antenna Systems:

- (1) Freestanding Antenna System: a structure (e.g. tower or mast) built from the ground for the expressed purpose of hosting an Antenna System or Antenna Systems;
- (2) Building/Structure-Mounted Antenna System: an Antenna System mounted on an existing non-tower structure, which could include a building wall or rooftop, a light standard, water tower, utility pole or other.

Co-location: the placement of antennas and equipment operated by one or more Proponents on a telecommunication Antenna System operated by a different Proponent, thereby creating a shared facility.

Community Sensitive Locations: land on which the siting of new Antenna Systems is discouraged or requested to be subject to greater consultation than otherwise dictated by the standard protocol. Such locations may be defined in local zoning bylaws, community plans, or statutory plans.

Designated Community Association: area- or neighbourhood-specific group that is recognized by the Municipality.

⁴ The Municipality does not assess any submission for an Antenna System with respect to health and radiofrequency exposure issues or any other non-placement or non-design related issues. Any questions or comments the public may wish to make regarding health issues related to cell phones, cell towers and radiofrequency exposure guidelines (Safety Code 6) should be directed to Health Canada on-line at <https://www.canada.ca/en/health-canada.html> and to the Proponent's representative.

Designated Municipal Officer (and His or Her Designate): the municipal staff member(s) tasked with receiving, evaluating and processing submissions for telecommunication Antenna Systems. The Designated Municipal Officer's name and contact information is provided in the Antenna System Siting Flowchart provided in this protocol.

Elected Municipal Official: the political leader of the demarcated area of the Municipality (e.g. ward) in which the Antenna System is proposed.

Heritage Structures/Areas: buildings and structures (e.g. monuments) or areas/neighbourhoods receiving a heritage designation by the Municipality.

Municipal Departments: branches of municipal government that administer public services and are operated by Town staff.

Other Agencies: bodies (e.g. boards or commissions) that administer public services but are not operated or staffed by the Municipality.

Prescribed Distance: three times the height of the proposed tower or 120 metres, whichever is greater, measured horizontally from the base of the proposed Freestanding or Building/Structure-Mounted Antenna System.

Proponent: a company or organization proposing to site an Antenna System (including contractors undertaking work for telecommunications carriers and third-party tower owners) for the purpose of providing commercial or private telecommunications services, exclusive of personal or household users.

Residential Area: lands used or zoned to permit residential uses, including mixed uses (i.e. where commercial use is permitted at-grade with residential apartments/condominiums above).

4. EXCLUDED STRUCTURES

This section outlines the criteria for identifying Antenna Systems excluded from the consultation process by ISED, the need to consider local circumstances for all exempt structures, and the process for Proponents to notify and discuss proposed exempt structures with the Municipality.

4.1. EXEMPTIONS FROM ANTENNA SYSTEM SITING PROPOSAL REVIEW AND PUBLIC CONSULTATION

For the following types of installations, Proponents are generally excluded by ISED from the requirement to consult with the Municipality and the public, but must still fulfill the general requirements outlined in Section 7 of the CPC:

- (1) New Freestanding Antenna Systems: where the height is less than 15 metres above ground level. This exclusion does not apply to Antenna Systems proposed by telecommunications carriers, broadcasting undertakings or third-party tower owners;
- (2) Existing Freestanding Antenna Systems: where modifications are made, antennas

added or the tower replaced⁵, including to facilitate sharing, provided that the total cumulative height increase is no greater than 25% of the height of the initial Antenna System installation⁶. No increase in height may occur within one year of completion of the initial construction. This exclusion does not apply to Antenna Systems using purpose-built antenna supporting structures with a height of less than 15 metres above ground level operated by telecommunications carriers, broadcasting undertakings or third-party tower owners;

- (3) Building/Structure-mounted Antenna System: antennas on buildings, water towers, lamp posts, etc. may be excluded from consultation provided that the height above ground of the non-tower structure, exclusive of appurtenances, is not increased by more than 25%;
- (4) Temporary Antenna Systems: used for special events or emergency operations and must be removed within three months after the start of the emergency or special event; and
- (5) No consultation is required prior to performing maintenance on an existing antenna system.

The CPC also states that: Individual circumstances vary with each Antenna System installation and modification, and the exclusion criteria above should be applied in consideration of local circumstances. Consequently, it may be prudent for the Proponents to consult the Municipality and the public even though the proposal meets an exclusion noted above. Therefore, when applying the criteria for exclusion, Proponents should consider such things as:

- The Antenna System's physical dimensions, including the antenna, mast, and tower, compared to the local surroundings;
- The location of the proposed Antenna System on the property and its proximity to neighbouring residents;
- The likelihood of an area being a Community Sensitive location; and
- Transport Canada marking and lighting requirements for the proposed structure.

4.2. NOTIFICATION AND MUNICIPAL REVIEW OF EXEMPT ANTENNA SYSTEMS

Notwithstanding ISED's exemption criteria for certain Antenna Systems, Municipalities should be informed of all new Antenna System installations within their boundaries so they can:

- Be prepared to respond to public inquiries once construction/installation has begun;

⁵ The exclusion for the replacement of existing Freestanding Antenna Systems applies to replacements that are similar to the original design and location.

⁶ Initial Antenna System installation refers to the system as it was first consulted on, or installed.

- Be aware of site co-location within the Municipality;
- Maintain records to refer to in the event of future modifications and additions; and
- Engage in meaningful dialogue with the Proponent with respect to the appearance of the Antenna System and structure prior to the Proponent confirming a final design.

Therefore, Proponents are required to undertake the following steps for **all exempt Antenna System installations before commencing construction.**

4.2.1. BUILDING/STRUCTURE-MOUNTED ANTENNA SYSTEMS:

The proponent will in all cases provide the following information for all new Antenna Systems or modifications⁷ to existing Antenna Systems that are mounted to an existing structure, including (but not limited to) a building/rooftop, water tower, utility pole or light standard, and which are exempted from public consultation in Section 4.1(3):

- (1) The location of the Antenna System (address, name of building, rooftop or wall mounted, etc.);
- (2) Description of proposed screening or stealth design measures with respect to the measures used by existing systems on that site and/or the preferences expressed in Section 6;
- (3) The height of the Antenna System;
- (4) The height of any modifications to existing systems.

The Municipality may notify the Proponent of any inconsistency with the preferences and sensitivities expressed in Section 6 and the parties will work towards a mutually agreeable solution.

4.2.2. ADDITIONS THAT INCREASE THE HEIGHT OF FREESTANDING ANTENNA SYSTEMS:

The Proponent will confirm to the Municipality that an addition that extends the height of an existing freestanding Antenna System as defined in Section 4.1(2), meets the exclusion criteria in Section 4.1 by providing the following:

- (1) The location, including its address and location on the lot or structure;
- (2) A short summary of the proposed addition including a preliminary set of drawings or visual rendering of the proposed system; and
- (3) A description of how the proposal meets one or more of the exclusion criteria.

⁷ Notification is required for modifications that materially or noticeably changed the appearance of the system. Maintenance works that do not result in such changes are excluded from the notification requirement.

The Municipality will review the documentation and will contact the Proponent where there is a site-specific basis for modifying the exemption criteria based on the siting criteria preferences and sensitivities expressed in Section 6 of this Protocol. In such cases, the Municipality and the Proponent will work toward a mutually agreeable solution, which may include the Municipality requesting the proposal be subject to all or part of the pre-consultation, proposal submission and public consultation defined in Sections 5, 7 and 8 of this Protocol, as applicable, concluding with a letter of concurrence or non-concurrence.

4.3. ADDITIONAL EXEMPTIONS

Municipalities may exclude from all or part of the consultation process any antenna system installation in addition to ISED's basic exemptions listed in subsection 4.1.

- (1) New Antenna Systems which will be located outside the Prescribed Distance (as identified in Section 3) from the nearest Residential Area are exempt from the public consultation requirement.
- (2) Notwithstanding subsection (1) above, the Municipality may additionally, on a case-by-case basis, exempt a Proponent from all or part of the consultation requirements under Section 8 of this Protocol.⁸ For example, exemptions may be granted where the proposed location is separated from a Residential or Heritage Area or structure by an arterial roadway, and/or is buffered by substantial tree cover, topography, or buildings.

4.4. SITING ON MUNICIPAL-OWNED PROPERTIES

Any request to install an Antenna System on lands owned by the Municipality shall be made to the appropriate official dealing with municipal properties, in accordance with municipal policy.⁹

5. PRE-CONSULTATIONS WITH THE MUNICIPALITY

Pre-consultation is one of the most important elements in the antenna siting process as it generally occurs at a point before the Proponent is committed to a site or design. As a result, it represents the best opportunity to influence the siting decision since the Proponent will more likely become committed to a site once the detailed engineering has been completed. While a discussion of submission requirements is appropriate, the proposal will benefit most from early direction on matters of siting and design. Proponents are strongly encouraged to initiate pre-consultation as early as possible in the antenna siting process for exempt and non-exempt structures.

Prior to submitting an Antenna System proposal that does not meet any of the exemptions listed in Section 4.1 the Proponent will undertake the following preliminary consultations with the Municipality.

⁸ For example, a Municipality may decide to exclude certain proposals from the requirement to hold a public meeting, but not from issuing a public notification to affected property owners/tenants within the Prescribed Distance.

⁹ Existing municipal procedures related to the leasing/selling of municipal-owned land to third parties may necessitate a consultation process irrespective of whether an exemption is provided under this Protocol.

5.1. NOTIFICATION

Proponents will notify the Designated Municipal Officer that locations in the community are being physically assessed for potential Antenna System siting.

5.2. SITE INVESTIGATION MEETING WITH MUNICIPALITY

Prior to submitting an Antenna System siting proposal, the Proponent will initiate a site investigation meeting with the Municipality.

The purpose of the site investigation meeting is to:

- Identify preliminary issues of concern;
- Identify requirements for public consultation (including the need for additional forms of notice and a public information session);
- Guide the content of the proposal submission; and
- Identify the need for discussions with any Municipal Departments and Other Agencies as deemed necessary by the Designated Municipal Officer.

Where the Municipality has an initial concern with the proposed siting of the proposal, they will make known to the Proponent alternative locations within the Proponent's search area for consideration.

The Proponent will bring the following information to the site investigation meeting¹⁰:

- (1) The proposed location;
- (2) Potential alternative locations;
- (3) The type and height of the proposed Antenna System;
- (4) Preliminary drawings or visual renderings of the proposed Antenna System superimposed to scale; and
- (5) Documentation regarding the investigation of co-location potentials on existing or proposed Antenna Systems within 500 metres of the subject proposal.

If desired by both the Proponent and the Municipality, multiple Antenna System siting proposals may be reviewed at a site investigation meeting.

¹⁰ Proponents may prefer to attend the site investigation meeting without some of the required documents – particularly preliminary drawings – if it is waiting on Municipality feedback before settling on a final location, structure height or design. This should be confirmed with the Municipality. Such documents will be required to be provided following the meeting and prior to the Municipality providing the Proponent with the information package.

5.3. CONFIRMATION OF MUNICIPAL PREFERENCES AND REQUIREMENTS

Following the site investigation meeting, municipal staff will provide the Proponent with an information package that includes:

- (1) This Protocol, which outlines the approval process, excluded structures, requirements for public consultation and guidelines regarding site selection, co-location, installation, design and landscaping;
- (2) Proposal submission requirements;
- (3) A list of plans and studies that may be required (i.e. environmental impact statements);
- (4) A list of municipal departments and other Agencies to be consulted; and
- (5) An indication of the Municipality's preferences regarding co-location for the site(s) under discussion.

To expedite the review of the proposal, the Proponent will review this information package before the proposal is submitted so that the interests of municipal departments are taken into account. The Proponent is encouraged to consult with affected departments as well as the local Elected Municipal Official and/or Designated Municipal Officer, and adjacent municipalities within a Prescribed Distance¹¹, before submitting the proposal.

6. DEVELOPMENT GUIDELINES

Antenna Systems should be sited and designed to respect local sensitivities and preferences as identified by the Municipality.

The Municipality has set out a number of guidelines under the following criteria for the selection of sites and/or construction of new Antenna Systems:

- Location, including Co-location; and
- Development and Design Preferences

The Proponent should review the guidelines identified below as early as possible, and should attempt to resolve any outstanding issues prior to submitting its Antenna System siting proposal and undertaking the public consultation, where required by the Municipality. Because expressed preferences may be location- or site-specific, the Proponent is encouraged to discuss the guidelines fully with the Municipality at the site investigation meeting.

¹¹ The CPC states that "there may be more than one land-use authority with an interest in the proposal. Where no established agreement exists between such land-use authorities, proponents must, as a minimum, contact the land-use authority(ies) and/or neighbouring land-use authorities located within a radius of three times the tower height, measured from the tower base or the outside perimeter of the supporting structure, whichever is greater."

Proponents are also required to obtain all applicable building permits for additions and/or modifications to existing buildings.

6.1. LOCATION

Co-location:

Before submitting a proposal for an Antenna System on a new site, the Proponent must explore the following options:

- Consider sharing an existing Antenna System, modifying or replacing a structure if necessary;
- Locate, analyze and attempt to use any feasible existing infrastructure, including (but not limited to) rooftops, water towers, utility poles or light standards.

Where Co-location on an existing Antenna System or structure is not possible, a new Antenna System should be designed with Co-location capacity, including in Residential Areas when identified as the Municipality's preference.

The Municipality recognizes that the objective of promoting Co-location and the objective of making Antenna Systems less noticeable may sometimes come into conflict. Nevertheless, the Municipality intends to review each submission on its merits with a view to promoting both objectives and, where necessary, will determine the appropriate balance between them. The Proponent should, in all cases, verify the Municipality's site-specific design preferences during the pre-submission consultation process before investing in a final design or site.

Preferred locations:

When new Antenna Systems must be constructed, ***where technically feasible***, the following locations are preferred:

- Areas that maximize the distance from Residential Areas.
- Industrial and commercial areas.
- Areas that respect public views and vistas of important natural or manmade features.
- Transportation and utility corridors.
- As near as possible to similarly-scaled structures.
- Institutional uses where appropriate, including, but not limited to, those institutions that require telecommunications technology: emergency services, hospitals, colleges and universities.
- Adjacent to parks, green spaces and golf courses.
- Located in a manner that does not adversely impact view corridors.

- Other non-Residential Areas where appropriate.

Discouraged locations:

New Antenna Systems should avoid the following areas:

- Locations directly in front of doors, windows, balconies or residential frontages.
- Ecologically significant natural lands.
- Riverbank lands.
- Inappropriate sites located within parks and open space areas (with the exception of sites zoned to permit utilities and/or unless designed to interact with the area's character).
- Sites of topographical prominence.
- Heritage areas (unless visibly unobtrusive) or on heritage structures unless it forms an integrated part of the structure's overall design (i.e. through the use of stealth structures).
- Pitched roofs.

6.2. DEVELOPMENT AND DESIGN PREFERENCES

Antenna Systems should be designed in terms of appearance and aesthetics to respect their immediate surroundings (e.g. residential, parkland, Heritage district, etc.), including being unobtrusive and inconspicuous, minimizing visual impact, avoiding disturbance to natural features, and reduce the need for future facilities in the same area, where appropriate. The Municipality's preferred design and development preferences are described below.

The Municipality will identify to the Proponent which of the following development and design preferences are encouraged in the proposed location.

Style and Colour:

- The architectural style of the Antenna System should be compatible with the surrounding neighbourhood and adjacent uses (example: monopole near Residential Area or lattice-style in industrial areas).
- In all instances the Proponent should mitigate negative visual impacts through the use of appropriate landscaping, screening, stealth design techniques, etc.
- An Antenna System may be designed or combined as a landmark feature to resemble features found in the area, such as a flagpole or clock tower, where appropriate, subject to any zoning approvals required for the landmark feature.
- In a downtown/commercial area, the design of Antenna Systems should generally be

unobtrusive and consistent with design guidelines.

- Towers and communication equipment should have a non-reflective surface.
- Special design treatments should be applied to Antenna Systems proposed to be located within parks and open space areas or on listed Heritage buildings and/or sites to make the system unobtrusive.
- Cable trays should generally not be run up the exterior faces of buildings.
- Antennas that extend above the top of a supporting utility pole or light standard should appear (e.g. in colour, shape and size) to be a natural extension of the pole.

Buffering and Screening:

- Antenna Systems and associated equipment shelters should be attractively designed or screened and concealed from ground level or other public views to mitigate visual impacts. Screening could include using existing vegetation, landscaping, fencing, or other means in order to blend with the built and natural environments.
- A mix of deciduous and coniferous trees is preferred to provide year-round coverage.
- Where adjacent to a principal building, equipment shelters should be constructed of a material similar in appearance to at least one of the materials used in the facades of the principal building and one of the same colours used in the principal building.

Structure:

- New structures in residential or high-traffic areas should consider multi-use design (street lighting, electric vehicle charging, parking payment terminals, signage, Wi-Fi etc.).
- Individual wall-mounted antennas should be fixed as close to the wall as possible and should not project above the height of the wall face they are mounted on, in order to avoid visual clutter, and should be painted to match the wall colour for stealth.
- Facilities located on rooftops should not be visible (to the extent possible) from the street.
- The appropriate type of telecommunication antenna structure for each situation should be selected based upon the goal of making best efforts to blend with the nearby surroundings and minimize the visual aesthetic impacts of the telecommunication antenna structure on the community.

Height:

- Height for a Freestanding Antenna System must be measured from grade to the highest point on the structure, including lighting and supporting structures.

Yards, Parking and Access:

- Adequate yards, to be determined on a site-by-site basis, should separate Antenna Systems from adjacent development without unduly affecting the development potential of the lot over the lease period.
- Parking spaces, where provided at each new Antenna System site, should have direct access to a public right-of-way at a private approach that does not unduly interfere with traffic flow or create safety hazards.

Equipment Cabinets in Public Spaces¹²:

- Cabinets shall be designed in a manner which integrates them into their surroundings, including use of decorative wraps that are graffiti-resistant.
- Cabinet dimensions shall be as minimal as possible.
- Cables and wires must be concealed or covered.

Signage and Lighting:

- Small owner identification signs up to a maximum of 0.19 square metres may be posted on Antenna Systems and associated equipment shelters or perimeter fencing.
- No advertising sign or logo is permitted.
- Appropriate signage may also be used as part of screening or disguise.¹³
- Unless specifically required by Transport Canada and/or NAV Canada, the display of any lighting is discouraged.
- Where Transport Canada and/or NAV Canada requires a structure to be lit, the lighting should be limited to the minimum number of lights and the lowest illumination allowable, and any required strobe lighting should be set to the maximum strobe interval allowed by Transport Canada.

¹² This section is intended to apply to mechanical equipment cabinets that are located in public spaces (e.g. at the bottom of a utility pole) and do not apply to cabinets that are located inside fenced in areas (e.g. in industrial areas or on rooftops).

¹³ Municipality concurrence under this protocol does not include approval for associated signage. Proponents are required to obtain any necessary approvals for signage through the Municipality's development process or sign by-law as applicable.

- The lighting of Antenna Systems and associated equipment shelters for security purposes is supportable provided it is shielded from adjacent residential properties, is kept to a minimum number of lights and illumination intensity, where possible, is provided by a motion detector or similar system.

Rooftop Equipment:

- Equipment shelters located on the roof of a building should be set back from the roof edge to the greatest extent possible and painted to match the penthouse/building.

7. PROPOSAL SUBMISSION

For a proposed Antenna System, except for cases in which consultation is not required as per Sections 4.2 or 4.3, the Proponent will submit to the Municipality an Antenna System siting proposal and the applicable fee.

7.1. PROPOSAL SUBMISSION REQUIREMENTS

The Proponent must include the following information when submitting an Antenna System siting proposal:

- (1) Completed Radiocommunication Tower Siting Application Form;
- (2) Site Clearance or permit under Ontario Regulation 179/06 from the Lake Simcoe Region Conservation Authority, if required by Lake Simcoe Region Conservation Authority;
- (3) An Environmental Impact Statement, as required by the Town;
- (4) A letter or report from the Proponent indicating the need for the proposal, the proposed site, the rationale for site selection, coverage and capacity of existing Antenna Systems in the general area and a summary of opportunities for Co-location potentials on existing or proposed Antenna Systems within 500 metres of the subject proposal;
- (5) Visual rendering(s) of the proposed Antenna System superimposed to scale;
- (6) A site plan showing the proposed development situated on the site;
- (7) A map showing the horizontal distance between the property boundary of the proposed site and the nearest property in residential use;
- (8) For Antenna Systems requiring public consultation, a map showing all properties located within the Prescribed Distance from the proposed Antenna System;¹⁴
- (9) Confirmation of legal ownership of the lands subject to the proposal, or a signed letter

¹⁴ The Proponent may request to use the Municipality's mapping system.

of authorization from the registered property owner of the land, their agent, or other person(s) having legal or equitable interest in the land;

- (11) An attestation that the Antenna System will respect Health Canada's Safety Code 6 which sets safe radio frequency emission levels for these devices; and
- (12) Any other documentation as identified by the Municipality following the site investigation meeting.¹⁵

A determination on the completeness of an application or request for additional information will be provided within **five working days** of receipt of the proposal.

Upon receipt of a complete proposal submission, the Municipality will circulate the proposal for review and comment to:

- (1) Affected Municipal Departments;
- (2) Any adjacent municipalities within the Prescribed Distance;¹⁶ and
- (3) The local Elected Municipal Official.

7.2. FEES

The Proponent must pay any applicable application fee to the Municipality.

The Proponent is responsible for securing applicable applications or permissions from all relevant municipal departments and paying any applicable application fees or charges as required to the Municipality.

8. PUBLIC CONSULTATION

If the proposed Antenna System is not exempt from the public consultation process as per the requirements in Section 4, the Proponent will initiate the following public consultation process, including issuing notice, undertaking written consultation, hosting a public information session where required and reviewing the consultation results with the Municipality.

8.1. NOTICE RECIPIENTS

After the Proponent has submitted an Antenna Systems siting proposal, the Proponent will give notice to:

- (1) All affected residential properties within the Prescribed Distance;
- (2) All Designated Community Associations within the Prescribed Distance;

¹⁵ For example, in cases where the Proponent commits to a design that includes co-location capacity, the Municipality may require the Proponent to verify that other Proponents in the area have been notified of the potential co-location opportunities.

¹⁶ As part of inter-municipal processes, the Municipality may also request that the Proponent notify adjacent municipalities at greater distances, subject to review by the Municipality or at the request of the adjacent Municipality.

- (3) Any adjacent municipalities within the Prescribed Distance;
- (4) The local Elected Municipal Official;
- (5) The Designated Municipal Officer; and
- (6) The ISED regional office.

The Municipality will assist the Proponent in compiling a mailing list of addresses of the affected residences within the Prescribed Distance from the proposed Antenna System.¹⁷ The Municipality may charge a fee for this service.

8.2. NOTICE REQUIREMENTS

The notice will be sent by regular mail or hand delivered, a minimum of 30 days before the public information session (where a public information session is required), and include:

- (1) The proposed Antenna System's purpose, including height and location requirements, the reasons why existing Antenna Systems or other infrastructure cannot be used, a list of other structures that were considered unsuitable and future sharing possibilities for the proposal;
- (2) The proposed location within the community, the geographic coordinates and the specific property or rooftop, including a 21 cm x 28 cm (8 1/2" x 11") size copy of the site plan submitted with the application;
- (3) An attestation¹⁸ that the general public will be protected in compliance with Health Canada's Safety code 6 including combined effects within the local radio environment at all times;
- (4) Identification of areas accessible to the general public and the access/demarcation measures to control public access;
- (5) Information on the environmental status of the project, including any requirements under the Canadian Environmental Assessment Act, 2012;
- (6) A description of the proposed Antenna System including its height, dimensions, type, design and colour, a description of any antenna that may be mounted on the supporting structure, and simulated images of the proposal;
- (7) Transport Canada's aeronautical obstruction marking requirements (whether painting, lighting or both) if available; if not available, the proponent's expectation of Transport Canada's requirements together with an undertaking to provide Transport

¹⁷ Notices may be delivered to a condo/strata corporation instead of to each unit owner.

¹⁸ Example: "I, (name of individual or representative of company) attest that the radio installation described in this notification package will be installed and operated on an ongoing basis so as to comply with Health Canada's Safety Code 6, as may be amended from time to time, for the protection of the general public, including any combined effects of nearby installations within the local radio environment."

Canada's requirements once they become available;

- (8) An attestation that the installation will respect good engineering practices including structural adequacy;
- (9) Reference to any applicable local land-use requirements such as local processes, protocols, etc.;
- (10) Notice that general information relating to antenna systems is available on ISED's Spectrum Management and Telecommunications website (<http://www.ic.gc.ca/towers>);
- (11) Contact information for the Proponent, the Designated Municipal Officer and the local ISED office;
- (12) The date, time and location of the public information session (where required); and,
- (13) A deadline date for receipt by the Proponent of public responses to the proposal:
 - a. Where a public information session is required, the deadline date must be no more than five days before the date of the session.
 - b. Where a public information session is not required, the deadline date must be at least 30 days after the notices are mailed.

The notification shall be sent out in an envelope addressed to the "Occupant" and shall clearly show in bold type on the face of the envelope the statement:

"NOTICE FOR RESIDENTS WITHIN [INSERT PRESCRIBED DISTANCE] OF A NEW PROPOSED CELL TOWER. INFORMATION IS ENCLOSED."

The Municipality may also require the Proponent, based on local conditions such as a high proportion of rental accommodation in the vicinity of the site, to provide such additional forms of notice as deemed necessary. Additional notification requirements will be identified by the Municipality during or following the site investigation meeting. Other forms of notification may include, but are not limited to:

- A large format notice board sign or signs, posted on the site of the proposed Antenna System, that is clearly visible from any roadway abutting the site;
- Publication of the notice in a local newspaper(s); and/or,
- Hand delivery of notices to specified buildings.

In addition to the public notification requirements noted above, proponents of an antenna system proposed to be 30 metres or more in height must place a notice in a local community

newspaper circulating in the proposed area.¹⁹ Height is measured from the lowest ground level at the base, including the foundation, to the tallest point of the antenna system. Depending on the particular installation, the tallest point may be an antenna, lightning rod, aviation obstruction lighting or some other appurtenance. Any attempt to artificially reduce the height (addition of soil, aggregate, etc.) will not be included in the calculation or measurement of the height of the antenna system.

8.3. WRITTEN CONSULTATION PROCESS

Following the delivery of the notification, the Proponent will allow the public to submit written comments or concerns about the proposal.

The Proponent will:

- (1) Provide the public at least 30 days to submit questions, comments or concerns about the proposal;
- (2) Respond to all questions, comments and concerns in a timely manner (no more than 60 days from the date of receipt); and
- (3) Allow the party to reply to the Proponent's response (providing at least 21 days for public reply comments).
- (4) Keep a record of all correspondence that occurred during the written consultation process. This includes records of any agreements that may have been reached and/or any concerns that remain outstanding.
- (5) Provide a copy of all written correspondence to the Municipality and the regional ISD office.

8.4. PUBLIC INFORMATION SESSION

The Municipality may request the Proponent chair a public information session in cases where there is significant public interest in the proposed Antenna System. The type of public meeting to be conducted (open house, drop-in, town hall or virtual format) is up to the discretion of the Proponent, however:

- An appropriate date, time and location for the public information session will be determined in consultation with the Designated Municipal Officer.
- The Proponent will make available at the public information session an appropriate visual display of the proposal, including a copy of the site plan submitted with the application and an aerial photograph of the proposed site.

¹⁹ The notice must be synchronized with the distribution of the public notification package. It must be legible and placed in the public notice section of the newspaper. The notice must include: a description of the proposed installation; its location and street address; proponent contact information and mailing address; and an invitation to provide public comments to the proponent within 30 days of the notice. In areas without a local newspaper, other effective means of public notification must be implemented. Proponents may contact the local ISD office for guidance. Municipalities may choose to provide a standardized template for newspaper advertisements in their local customized protocols.

The Proponent will provide the Municipality with a package summarizing the results of the public information session containing at a minimum, the following:

- (1) List of attendees, including names, addresses and phone numbers (where provided voluntarily);
- (2) Copies of all letters and other written communications received; and
- (3) A letter of response from the Proponent outlining how all the concerns and issues raised by the public were addressed.

8.5. POST CONSULTATION REVIEW

The Municipality and the Proponent will communicate following completion of the public consultation process (and arrange a meeting at the Municipality's request) to discuss the results and next steps in the process.

9. STATEMENT OF CONCURRENCE OR NON-CONCURRENCE

9.1. CONCURRENCE AND CONCURRENCE WITH CONDITIONS

The Municipality will provide a letter of concurrence to ISED (copying the Proponent) where the proposal addresses, to the satisfaction of the Municipality, the requirements as set out within this Protocol and the Municipality's technical requirements, and will include conditions of concurrence, if required.²⁰

The Municipality will issue the letter of concurrence within the timeframe established in Section 10.

9.2. NON-CONCURRENCE

The Municipality will provide a letter of non-concurrence to ISED (copying the Proponent) if the proposal does not conform to Municipal requirements as set out within this Protocol. The Municipality will also forward to ISED any comments on outstanding issues, including those raised during the public consultation process.

The Municipality will issue the letter of non-concurrence within the timeframe established in Section 10.

9.3. RESCINDING A CONCURRENCE

The Municipality may rescind its concurrence if following the issuance of a concurrence, it is determined by the Municipality that the proposal contains a misrepresentation or a failure to disclose all the pertinent information regarding the proposal, or the plans and conditions upon which the concurrence was issued in writing have not been complied with, and a resolution cannot be reached to correct the issue.

In such cases, the Municipality will provide notification in writing to the Proponent and to ISED and will include the reason(s) for the rescinding of its concurrence.

²⁰ The Municipality may, on case-by-case basis, include in writing specific conditions of concurrence such as design, screening or co-location commitments.

9.4. DURATION OF CONCURRENCE

A concurrence remains in effect for a maximum period of three years from the date it was issued by the Municipality. If construction is not completed within this time period the concurrence expires except in the case where a proponent secures the agreement of the Municipality to an extension for a specified time period in writing²¹. Once a concurrence expires, a new submission and review process, including public consultation as applicable, is necessary prior to any construction occurring.

In addition, if construction has not commenced after two years from the date the concurrence was issued, the Municipality requests that the Proponent send a written notification of an intent to construct to the Designated Municipal Officer, the Elected Municipal Official and any Designated Community Association once the work to erect the structure is about to start. This notification should be sent 60 days prior to any construction commencing. No further consultation or notification by the Proponent is required.

9.5. TRANSFER OF CONCURRENCE

Once concurrence has been issued, that concurrence may be transferred from the original Proponent to another Proponent (the current Proponent) without the need for further consultation provided that:

- (1) All information gathered by the original Proponent in support of obtaining the concurrence from the Municipality is transferred to the current Proponent;
- (2) The structure for which concurrence was issued to the original Proponent is what the current Proponent builds; and
- (3) Construction of the structure is commenced within the duration of concurrence period.

10. CONSULTATION PROCESS TIMEFRAME

Consultation with the Municipality is to be completed within 60 days of the proposal being accepted as complete²² by the Municipality as explained in Section 7 of this Protocol.

Where public consultation is required, consultation with the Municipality and public consultation are both to be completed within 120 days of the proposal being accepted as complete by the Municipality.

The Municipality or Proponent may request an extension to the consultation process timeline. This extension must be mutually agreed on by both parties.

²¹ A copy of the agreement must be provided to the local ISED office.

²² According to the CPC, "The 120-day consultation period commences only once proponents have formally submitted, in writing, all plans required by the land-use authority, and does not include preliminary discussions with land-use authority representatives."

In the event that the consultation process is not completed in 270 days, the Proponent will be responsible for receiving an extension from the Municipality or reinitiating the consultation process to the extent requested by the Municipality.

11.LETTER OF UNDERTAKING

The Proponent may be required, if requested by the Municipality, to provide a Letter of Undertaking, which may include the following requirements:

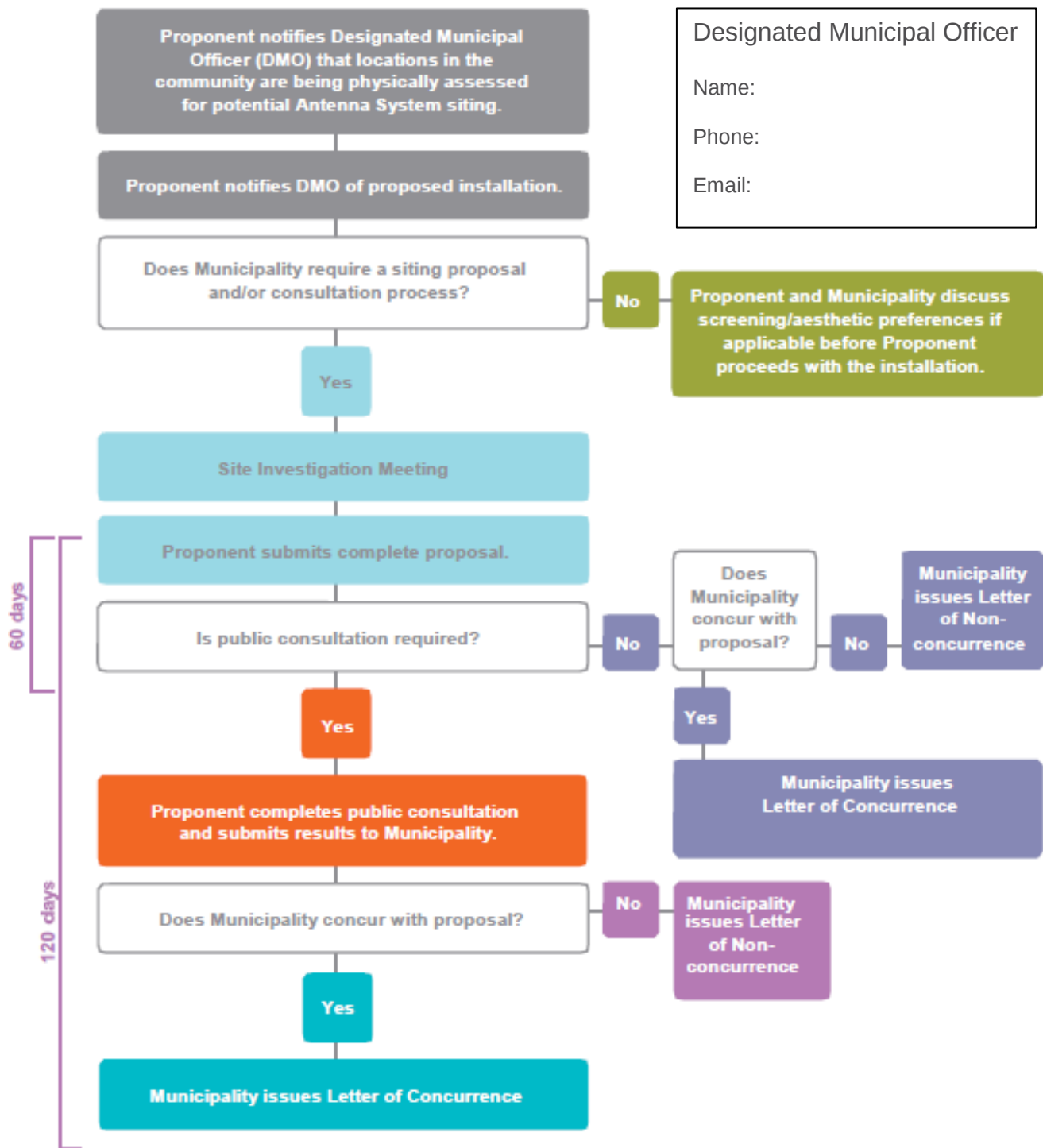
- (1) The posting of a security for the construction of any proposed fencing, screening and landscaping;
- (2) A commitment to accommodate other communication providers on the Antenna System, where feasible, subject to the usual commercial terms and ISED conditions of licence for Mandatory Roaming and Antenna tower and Site Sharing and to Prohibit Exclusive Site Arrangements (CPC-2-0-17); and
- (3) All conditions identified in the letter of concurrence.

12.REDUNDANT ANTENNA SYSTEM

Municipalities can issue a request to network operators to clarify that a specific Antenna System is still required to support communication network activity. The network operator will respond within 30 days of receiving the request, and will provide any available information on the future status or planned decommissioning of the Antenna System.

Where the network operators concur that an Antenna System is redundant, the network operator and Municipality will mutually agree on a timeframe to remove the system and all associated buildings and equipment from the site. Removal will occur no later than 2 years from when the Antenna System was deemed redundant.

13.ANTENNA SITING SYSTEM PROCESS FLOWCHART



Town of Georgina

Telecommunications Equipment Site Licence Template

May 5, 2021

**LICENCE TO INSTALL AND MAINTAIN TELECOMMUNICATIONS
EQUIPMENT ON TOWN PROPERTY**

THIS AGREEMENT made this day of , 202_.

BETWEEN: **THE CORPORATION OF THE TOWN OF GEORGINA**
26557 Civic Centre Road
R.R. #2
Keswick, Ontario
L4P 3G1
Attn:
Email:
Tel:

(hereinafter referred to as "**Licensor**")

AND:

(hereinafter referred to as the "**Licensee**")

WHEREAS the Licensor is the owner of certain lands municipally known as _____, which contains _____ (the "**Site**") as shown on Schedule "3" attached hereto;

AND WHEREAS the Licensor has agreed to grant a licence to the Licensee, at the Site, to install, maintain, and operate certain telecommunications equipment as described in Schedule "2" and as shown on Schedule "3" attached hereto;

AND WHEREAS the Licensor may grant a licence for any portion of the Site.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the mutual covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

GENERAL

1.1 The parties hereto confirm that the recitals form an integral part of this license agreement.

1.2 The parties hereto acknowledge that their respective obligations under this license agreement are set out in the following schedules which are attached hereto and form an integral part of this license agreement:

Licensor Site Name:
Licensor Location Code:

Licensee Site Name:
Licensee Site Number:

Page 1 of 9

Attachment 1 - page 86 - 131 Appendix 4
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- (i) Schedule "1" - Terms and Conditions;
- (ii) Schedule "2" - Equipment List;
- (iii) Schedule "3" - Approved Plan(s); and
- (iv) Schedule "4" - Additional Terms and Conditions,

(collectively referred to as the "**Schedules**").

LICENCE

2.1 Subject to the terms and conditions of this agreement, the Licensor hereby grants a license to the Licensee to install, maintain, and operate telecommunications equipment as described in Schedule "2" (the "**Equipment**") on the Site in accordance with the plans submitted to and approved by the Licensor and attached hereto in Schedule "3" (the "**Approved Plans**").

TERM

3.1 This agreement is for a term of _____ years commencing on the _____ day of _____, 20__ and terminating on the _____ day of _____, 20__ (the "**Initial Term**").

3.2 Provided that the Licensee is not in default hereunder, the Licensee shall have the right to extend the Initial Term for an additional term of _____ years upon the terms and conditions as set out in Schedule 1 clause 7.

FEES

4.1 The fee for the license for the Initial Term shall be _____ (the "**Fee**") payable by the Licensee to the Licensor on the 1st of each month.

4.2 In addition to the Fee, the Licensee is responsible for any and all costs and/or additional expenses as set out in the terms and conditions attached as Schedule "1" hereto.

IN WITNESS WHEREOF the parties have duly caused this agreement to be executed.

LICENSOR:

**THE CORPORATION OF THE TOWN
OF GEORGINA**

Per: _____

Name:

Title:

Per: _____

Name:

Title:

We have the authority to bind the Corporation

LICENSEE:

Per: _____

Name:

Title:

Per: _____

Name:

Title:

I/We have the authority to bind the Corporation

SCHEDULE "1"

TERMS AND CONDITIONS

1. THIS LICENSE shall not constitute a lease between Licensor and Licensee.

2. SITE ACCESS by Licensee for the purpose of installing, removing, or relocating the Equipment (the "Work") shall be permitted upon the submission to Licensor of full particulars of the Work to be carried out, whereupon Licensor may require that Licensor's employees or authorized agents be present to supervise the Work, including maintenance. Licensee shall promptly pay for all materials, supplies and labour done in connection with the Work to ensure that no lien or legal hypothec is registered against the Site.

3. ANY COSTS with respect to the Work incurred by Licensor shall be borne by Licensee including supervisory, maintenance or construction work carried out by Licensor. Any capital costs expended by Licensee associated with the Work shall be the sole responsibility of Licensee and shall not be refunded by Licensor. The Licensee shall be responsible for the associated costs and any additional permits and/or approvals required to carry out this agreement.

4. ACCESS by Licensee to the Site shall be restricted to gain access to the Equipment only and shall be permitted 24 hours a day, 7 days a week, subject to any restrictions contained in this agreement and is subject to rules and regulations issued by Licensor which governs conduct and general and emergency access procedures.

5. NON-COMPLIANCE by Licensee with this agreement and/or the Approved Plans that has not been rectified within 72 hour of written notice by Licensor to the Licensee shall entitle Licensor to require Licensee to remove and/or relocate the Equipment at Licensee's expense upon 24 hours' notice, failing which, Licensor may do so at Licensee's expense and Licensor shall not be liable for any loss caused by Licensor's actions with respect to the removal and/or relocation.

6. FEES plus applicable taxes shall be paid without deduction, abatement or set-off beginning on the Commencement Date. Late payments bear interest at 1% per month (i.e. 12.683% per annum compounded monthly). If Licensee requests permission to install additional equipment on the Site other than the Equipment as listed in Schedule "2", the parties will negotiate the terms and conditions and additional fees before such placement. Licensee shall pay an equitable share of all realty, business, equipment and other taxes, levies and charges charged or assessed against the Site, Fees and Equipment as determined by Licensor.

7. EXTENSION of the Initial Term of this agreement if provided for in this agreement, shall require Licensee to give Georgina notice of its intention to extend at least 120 days prior to the expiration of the then current term otherwise this agreement shall be at an end. Any extension of this agreement shall be made upon the same terms and conditions as herein contained save and except the license Fee, if applicable. Fees for an extension period shall be Georgina's current standard rates ("Rates") then in effect. Rates shall be available upon request by Licensee no earlier than 120 days prior to expiration of the term.

Notwithstanding the foregoing, if Licensee remains in possession at end of term(s), Licensee shall be monthly licensee at the then current Fees and Additional Expenses and such monthly license shall be terminable on 30 days' notice by either party.

8. ADDITIONAL EXPENSES payable by Licensee include, without limitation:

- (a) charges with respect to work performed by Licensor related to the Equipment; and/or
- (b) additional fees or rents including any increases payable to Licensor or head landlord, if applicable, as a result of Licensee's use or occupancy of Site.

9. UTILITIES required for the operation of the Equipment shall be the sole responsibility of Licensee. Licensee shall be responsible for any upgrade costs to Georgina's Electrical Service and other related service(s) to meet Licensee's requirements. Licensee shall install a check meter at its expense if it draws power from Georgina's AC Electrical Service.

10. SAFETY AND MAINTENANCE: Licensor and Licensee covenant and agree that at their own expense and at all times they will ensure that they shall install, operate, ground and maintain their respective equipment in a good and workmanlike manner in accordance with sound engineering standards and the Approved Plans.

11. LICENSEE INDEMNIFIES and saves Licensor harmless from and against all actions, suits, claims, damages, demands, loss, costs and liabilities arising out of or as a result of:

- (a) any breach, violation or non-performance of the terms, covenants and obligations on the part of Licensee set out in this agreement;
- (b) any damage, including environmental contamination to the Site or property of Licensor occasioned by the use of the Site or Equipment by Licensee, its servants, agents, employees or contractors or as a result of a failure of the Equipment; and
- (c) any injury to or death of any person resulting from the use of any or all of the Site or Equipment by Licensee, its servants, agents, employees or contractors or the failure of the Equipment.

This indemnity shall survive expiration or other termination of this agreement.

12. LICENSOR SHALL NOT BE LIABLE for any indirect or consequential damages or losses suffered by Licensee for any reason and howsoever caused, nor for damage to the Equipment caused by Licensor in the course of exercising one or more of its remedies under this agreement.

13. GOVERNMENT REGULATION: Licensee covenants and agrees that, at its own expense and at all times, it will ensure that:

- (a) its Equipment and the maintenance thereof complies with the laws, directions, rules and regulations of Innovation, Science and Economic Development Canada ("ISED"), the Canadian Radio and Telecommunications Commission ("CRTC"), its successors and all other governmental authorities having jurisdiction;
- (b) no work is commenced on the Site unless all requisite governmental consents, approvals and permits have been obtained and all fees paid;

- (c) it is solely responsible for the health and safety of all of its employees and workers and ensure its conduct does not constitute a nuisance at law;
- (d) it shall require all of its workers and employees to comply with the provisions of all federal, provincial and local laws, statutes, rules, regulations, guidelines, notices, orders and amendments respecting occupational health and safety, the environment and workers' compensation; and
- (e) it will comply at all times with environmental laws, policies, guidelines and permits ("Regulations") and not bring or allow hazardous substances to be brought onto the Site except in compliance with such Regulations and immediately give notice to the other of any discharge of any hazardous substances or any other occurrence which might give rise to a duty under any Regulations.

14. **INSURANCE:** Licensee will at all times maintain an insurance policy covering all of its undertaking pursuant to this agreement and a general liability and property damage insurance policy in an amount not less than \$5,000,000.00 per occurrence or such higher limits as Licensor may reasonably require from time to time and shall add Licensor as an additional insured. Before commencing the Work, Licensee will deliver a certificate of insurance acceptable to Licensor. If Licensee fails to maintain insurance as required or fails to furnish satisfactory evidence thereof, Licensor may forthwith terminate this agreement or, in its discretion, may effect such insurance and any premium paid by Licensor shall be recoverable from Licensee on demand together with a 15% administration fee. If Licensee is a self-insured government organization, Licensee may self-insure in accordance with Licensor's risk management procedures in effect from time to time.

15. **CO-OPERATION:** Licensor agrees to co-operate with Licensee at Licensee's expense in obtaining all necessary consents of the Municipality, ISD, Transport Canada and other governmental authorities having jurisdiction with respect to the construction, operation, maintenance, repair and replacement of the Equipment. Licensor and Licensee shall co-operate with each other and any third parties occupying space on the Site in order to minimize and/or determine the cause of interference between their respective operations on the Site.

16. **DEFAULT** shall occur if and whenever:

- (a) the Fee has not been provided by the Licensee to Licensor for a period of three (3) consecutive months;
- (b) the Additional Expenses or any other amount due under this agreement remains unpaid for 30 days following notice from Licensor;
- (c) Licensee has not complied with obligations in clauses 5 or 19 of Schedule '1' within 24 hours of notice from Licensor;
- (d) Licensee has failed to fulfill its obligations in Schedule "2" or Schedule "3" and has not corrected the failure within ten (10) calendar days after the Town has provided notice of the failure; or
- (e) in the case of any other continuing breach where at least 30 days' notice specifying the nature of the

breach has been given by Licensor, then Licensor may, in addition to any other remedies available to it at law or in equity,

- i. perform such covenant or cure such breach on behalf of Licensee and Licensee's expense;
- ii. terminate this agreement forthwith provided the outstanding obligations of Licensee and the rights of Licensor shall survive such termination; and/or
- iii. remove and/or disconnect and/or relocate the Equipment at Licensee's expense.

17. **EMERGENCY RELOCATION OR DISCONNECTION** of the Equipment by Licensor is permitted if Licensor reasonably apprehends an eminent threat or danger to the public, person, property or the environment. Where practical, Licensor will notify Licensee prior to performing such emergency procedures and costs for same shall be borne by the party responsible for the threat or danger.

18. **TERMINATION:** In the event that,

- (a) all or part of the Site, Licensee's Equipment or Licensor's equipment is destroyed or damaged, neither party shall be required to rebuild or repair and at either party's option, this agreement may be terminated upon notice; or
- (b) Licensor wishes to sell its interest(s) in the Site, this agreement as it affects such portion shall be terminated or at the option of either party, terminated in its entirety; or
- (c) the Licensee is in default under clause 16, this agreement may be terminated upon notice by Licensor.
- (d) any right to operate the Site is cancelled, expires or is terminated by any governmental authority or for any other bona fide reason (e.g. interference with Licensor's or Licensee's signals, damage or destruction, commercial impracticality), either party may terminate this agreement upon 30 days' notice; or
- (e) the Site is wholly or partially taken by any lawful power or authority by expropriation, Licensor may terminate this agreement in its entirety or only insofar as it affects that part of the Site,

and in every case,

- i. Licensee shall immediately surrender all or part of the Site and remove the Equipment as required;
- ii. Fees, Additional Expenses and taxes shall be adjusted to the date of termination; and
- iii. should Licensee fail to remove the Equipment as required, Licensor may do so at Licensee's expense.

Licensor Site Name:
Licensor Location Code:

Licensee Site Name:
Licensee Site Number:

19. INTERFERENCE: Should Licensee's operations cause interference with Licensor's or another party's operations, Licensor shall provide Licensee with notice to eliminate such interference within 24 hours and, failing such elimination, Licensee shall immediately suspend its operations sufficiently to eliminate same. If Licensor's operations interfere with Licensee's operations, upon providing notice Licensor shall co-operate in determining the cause of such interference and correcting same but shall be under no obligation to do so if costs are not nominal in Licensor's sole opinion. Licensee shall have the option of paying such costs to correct the interference or terminating this agreement upon the provision of 30 days' notice. In no event shall Licensor be obligated to modify its equipment if, in its opinion, such modifications will adversely affect its operations.

20. NOTICES shall be sent by mail, postage prepaid deemed received 3 days after mailing, or by email transmission or delivery deemed received on date transmitted or delivered to the address information of the party as provided on page 1 of this agreement.

21. ASSIGNMENT, transfer, or encumbrance of this license granted herein in whole or in part shall not be made by the Licensee without obtaining the prior written consent of Licensor. Licensor may assign this agreement without notice, whereupon Licensor shall be relieved of all liability hereunder.

22. MISCELLANEOUS:

- (a) This agreement may not be amended or modified except in writing by both parties.
- (b) The terms and conditions of this agreement shall extend to and bind the heirs, personal representatives, successors and permitted assigns of Licensor and Licensee.
- (c) This agreement shall be governed by the laws of the province in which the Site is located and all federal regulations and requirements including those of the CRTC and ISED. Invalid provisions are severable and do not impair the validity of the balance of this agreement.
- (d) Neither this agreement nor notice or caveat thereof, may be registered on title to the Site, Licensor or the owner of the Site.
- (e) Wherever a party to this agreement shall be unable to fulfill, or delayed in fulfilling any of their obligations by reason of strike, lockout, war, material or labour shortage, national emergency, flood, fire or other casualty or matter not within its control, then they shall be relieved from the fulfillment of such obligation for the period such condition exists.
- (f) This agreement is subordinate to all present and future interests affecting the Site.
- (g) The parties acknowledge having specifically requested that this agreement as well as other documents relating thereto be drawn up in the English language only.

23. LICENSEE'S EQUIPMENT: The Equipment listed in Schedule "2" will remain the property of the Licensee and notwithstanding the attachment or affixation of any of the Equipment to the Site in any manner, all of the Equipment shall remain items of personal or moveable property and not fixtures.

24. SITE SECURITY: Upon obtaining the written consent of Licensor, the Licensee may install additional security measures in proximity to the Equipment including, but not limited to, fencing.

Licensor Site Name:
Licensor Location Code:

Licensee Site Name:
Licensee Site Number:

SCHEDULE "2"
LIST OF EQUIPMENT

Licensors Site Name:
Licensors Location Code:

Licensee Site Name:
Licensee Site Number:

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Appendix 4

SCHEDULE "3"
APPROVED PLANS

Licensors Site Name:
Licensors Location Code:

Licensee Site Name:
Licensee Site Number:

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Appendix 4

SCHEDULE "4"
ADDITIONAL TERMS AND CONDITIONS

Licensors Site Name:
Licensors Location Code:

Licensee Site Name:
Licensee Site Number:

Town of Georgina

Municipal Access Agreement Working Template

May 5, 2021

THIS MUNICIPAL ACCESS AGREEMENT dated [DATE] (the “Effective Date”).

BETWEEN

THE CORPORATION OF THE TOWN OF GEORGINA

(the “Town”)

- and –

[NAME OF COMPANY]

(the “Company”)

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

RECITALS:

- A. The Company is a “telecommunications common carrier” as defined in the *Telecommunications Act*, S.C. 1993, c. 38 or “distribution undertaking” as defined in the *Broadcasting Act*, S.C. 1991, c. 11 (collectively, a “Carrier”) and is subject to the jurisdiction of the Canadian Radio-television and Telecommunications Commission (the “CRTC”).
- B. To operate as a Carrier, the Company requires the right to construct, maintain and operate the Company’s Equipment, as hereinafter defined, within the highways, streets, road allowances, lanes, bridges or viaducts which are under the Town’s jurisdiction (singularly, the “Right-of-Way” and collectively, the “Rights-of-Way”, or the short form abbreviations “ROW”), where “within” wherever used in this Agreement will include in, on, under, over, along or across the Right-of-Way.
- C. Pursuant to Section 43 of the *Telecommunications Act*, the Company requires the Town's consent to construct the Company’s Equipment within the Rights-of-Way.
- D. The Town is subject to certain statutory requirements under the *Municipal Act, 2001*, S.O. 2001, c. 25.
- E. The Town is willing to provide its consent to the Company to access and use the Rights-of-Way provided that such use will not unduly interfere with the public use and enjoyment of the Rights-of-Way, nor any rights or privileges previously conferred or conferred after the Effective Date by the Town to other persons that are not parties to this Agreement to use or access the Rights-of-Way.

- F. The Company acknowledges that the Town's consent hereunder is subject to the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and the Company agree as follows:

DEFINITIONS

1. For the purposes of this Agreement, the following definitions apply:

"Affiliate" means in the case of the Company, "affiliate" as defined in the *Canada Business Corporations Act* that is also a Carrier;

"Agreement" means this Municipal Access Agreement and with the Schedules attached to this Agreement, as the same may be amended from time to time in accordance with the provisions hereof;

"[title]" means the Town's [insert title] of the applicable Department of the Town, or the person designated by him or her;

"Emergency" means an unforeseen situation where immediate action must be taken to preserve the environment, public health, safety or an essential service of either of the Parties;

"Equipment" means the Company's wires, fibre optic, copper or other nature or form of cables, pipes, conduits, ducts, manholes, handholes, poles, pedestals, vaults, support structures or other related facilities and equipment. **"Equipment"** does not include transmission towers, antennas or other structures and equipment to be used for the receipt and transmission of wireless transmission services;

"Hazardous Substance" means any harmful substance including, without limitation, electromagnetic or other radiation, contaminants, pollutants, dangerous substances, dangerous goods, and toxic substances, as defined, judicially interpreted or identified in any applicable law (including the common law), ordinance, rule, regulation, bylaw, code or authorizations having the force of law, whether federal, provincial or municipal;

"like-for-like" or "in-kind" means having the same form, appearance, kind and character;

"Municipal Consent" means the Town's written consent by the [TITLE], with or without conditions, to permit the Company to access and use of the Right-of-Way to perform certain Work activities within the Right-of-Way, as more particularly described in Schedule "A" to this Agreement;

“Permit” means a Municipal Consent or a Road Occupancy Permit or both;

“Road Occupancy Permit” or **“R.O.P.”** means a road occupancy permit issued by the Town to permit the Company to access and use the Right-of-Way to perform certain Work activities within the Right-of-Way, as more particularly described in Schedule “A” to this Agreement;

“Service Drop” means a Work activity in which a cable is designed to connect a network or system backbone to not more than one (1) individual customer or building point of presence or property;

“Third Party” means any person that is not a Party to this Agreement nor an Affiliate of either Party, and includes any person that attaches its facilities or equipment in, on or to the Company's Equipment pursuant to an agreement between such person and the Company; and

“Work” means, but is not limited to, any installation, removal, construction, maintenance, repair, replacement, relocation, operation, adjustment or other alteration of Equipment performed by the Company, or on its behalf, within the Right-of-Way, including the excavation, repair and restoration of the Right-of-Way.

USE OF RIGHT-OF-WAY

2. The Town hereby provides its consent to the Company to use the Right-of-Way, on a non-exclusive basis, to perform its Work, subject to the terms and conditions set out in this Agreement and in accordance with all applicable federal, provincial and municipal statutes, laws and bylaws or other rules, regulations, policies, standards and guidelines pertaining to the application and use of the Right-of-Way or the Equipment, provided that any applicable provincial and municipal statutes, laws and bylaws or other rules and regulations, are not in conflict with the applicable federal statutes or regulations.

3. The Company shall not use a Right-of-Way, in whole or in part, for any purpose other than that permitted under this Agreement, unless otherwise mutually agreed.

APPROVAL OF [TITLE]

4. Subject to Section 5, the Company shall not enter, excavate, break up or otherwise break the surface of any Right-of-Way for the purpose of its Work without first:

(a) Providing adequate notice (no less than two weeks) to the Town of any Work that requires excavation or breaking up of the surface, except in the event of an Emergency, in which case the Company will provide as much notice as is reasonably possible;

(b) Obtaining, except in the case of Emergency remedial Work, the applicable Municipal Consent of the [title] and/or Road Occupancy Permit as are required for the specific Work activity as described in Schedule “A”;

(c) Providing detailed construction design drawings for all Municipal Consents to the [title]’s satisfaction identifying the proposed location of the Equipment within the Right of Way;

(d) Obtaining, in addition to the applicable Permits, any other applicable permits from the Town and/or other regulatory agencies prior to commencing any Work; and

(e) Agreeing to work with the Town to create an efficient method of notifying the Town of the duration of the Work outlined in Section 8.

5. In the event of an Emergency, the Company shall be permitted to carry out such remedial Work as is reasonably necessary to restore its essential service prior to satisfying Subsection 4(a). Within five (5) business days of completing its Work to restore its essential service in response to such Emergency, the Company shall comply with the applicable requirements of Subsection 4(a).

6. The Company acknowledges and agrees that the Town may refuse to grant approval with regard to any proposed application for reasons of provincial or municipal law, provided such laws are not inconsistent or contrary to federal laws, public safety, health, conflicts with the Town’s infrastructure, proposed road reconstruction or the proper functioning of public services identified by the [title], acting reasonably.

7. Where the Company utilizes existing duct banks or other support structures to place additional cable and no physical disturbance or changes to the Right-of Way or its use is required due to this specific Work activity, the Company shall obtain the applicable Municipal Consent and/or Road Occupancy Permit as set forth in Schedule “A”, and pay the applicable fees for such Work as described and in accordance with Schedule “B”.

8. Notwithstanding Sections 4 and 5, the Company may carry out routine maintenance and field testing, without the Consent of the Town but only pursuant to the applicable Road Occupancy Permit, nevertheless, in no case shall the Company carry out any physical disruption or change to the surface of a Right-of-Way or the use of the Right-of-Way without the proper Municipal Consent and/or Road Occupancy Permit except in the case of Emergency remedial Work.

MANNER OF WORK

9. The Company agrees that the Work shall be subject to the following conditions:

(a) All Work shall be conducted and completed to the satisfaction of the [title], at the [title]’s sole discretion, acting reasonably, and in accordance with applicable industry standards, this Agreement and all applicable federal, provincial and municipal

statutes, laws and bylaws or other rules and regulations, policies, standards and guidelines, as amended, from time to time.

(b) The portions of the Equipment which cross under the highway, street, road allowance or lane, or under existing buried utilities, shall be placed in a duct, carrier pipe or be encased in concrete or as otherwise specified by the [title].

(c) If the Company breaks or disturbs the surface of a Right-of-Way, it shall repair and restore the surface of the Right-of-Way to substantially the same, or to a better condition it was in before such Work was undertaken by the Company in accordance with, without limitation, the Town's policies and standards, as amended from time to time, and to the satisfaction of the [title]. If the Company fails to repair and restore a Right-of-Way to the satisfaction of the [title] within seventy-two (72) hours of being notified in writing by the Town, or such other period as may be agreed to by the Parties, the Town may effect such necessary repairs and charge all costs related thereto to the Company in accordance with Subsection 9(e). In circumstances where weather limitations preclude final repair within the normal period of time, the Parties may agree to have the Company complete a temporary repair to the Right- of-Way and to a time period within which the final repairs shall be completed.

(d) Notwithstanding Subsection 9(c), in the event of an Emergency, the Town will take appropriate measures determined necessary by the [title] to re-establish a safe environment. Where any costs incurred by the Town in re-establishing a safe environment are attributable to the Work of the Company or as a direct result of the presence of the Equipment, these costs shall be charged back to the Company in accordance with Subsection 9(e).

(e) The Company shall pay the cost of such relocation, repair, removal, restoration or other work attributable to the Work of the Company or as a direct result of the presence of the Equipment as may be completed by the Town under Subsections 9(c) and 9(d) to the Town forthwith plus an overhead equal to fifteen percent (15%) of such cost. In default of payment thereof, the amount of such cost with interest equal to the prime lending rate of the Town's principal financial institution carrying on business in the Town shall be due and payable by the Company.

(f) If the Town requires the Work to be stopped for any reasonable cause relating to public health or safety, or special events, identified by the Town, or as a result of any circumstances beyond the control of the Town as expressed by the [title], acting reasonably, the Company shall cease all Work within the affected area forthwith upon first, a verbal notification with reason, followed within three (3) business days by a written notice from the Town which notice shall include the reason for the action. Unless directed otherwise by the Town at the time of giving verbal notice, the Company must leave the site and all adjoining Rights-of-Way in a safe and clean condition. The Company shall be allowed to resume its work activity upon written notice from the [title] once the reasons for the work stoppage have been resolved.

(g) The Company shall be responsible for all excavation, installation, repair, maintenance, replacement or removal of the Equipment including the cost of such work when such Work is initiated by the Company.

(h) The Company shall use reasonable efforts to coordinate Work in the Rights-of-Way and share the use of support structures with other service providers occupying and using or intending to occupy or use the Right-of-Way, with the intent of minimizing the necessity for road cuts, construction and the placement of new support structures in the Right-of-Way.

(i) All contractors working for the Company shall have proper identification visible on the Work site displaying the name of the Company they are working for.

COMPANY WARRANTIES

10. The Company represents and warrants to and covenants and agrees with the Town that:

(a) After completion of its Work, the Company shall leave the Right-of-Way in a neat, clean, and safe condition and free from nuisance, all to the satisfaction of the [title].

(b) The Company warrants its restoration Work to the satisfaction of the Town, for a period of three (3) years from the date the notice of completion is given to the Town.

(c) If, by the terms of this Agreement, this Agreement is terminated, by either Party, all the unfulfilled covenants, indemnities and obligations of the other Party herein shall survive such termination.

CONDITION OF THE RIGHT-OF-WAY

11. The Town has not made and nor will it make any representations or warranties as to the state of repair of the Rights-of-Way or the suitability or fitness of the Rights-of-Way for any business, activity or purpose whatsoever, and the Company hereby agrees to accept the Rights-of-Way on an "as is, where is" basis. The Company shall document the starting and ending condition of the Right-of-Way in question, where the Work is to be carried out, using photographs. The photographs are to be combined with descriptions where warranted.

AS-CONSTRUCTED DRAWINGS

12. If requested in writing by the Town, the Company shall provide the Town with "as-constructed" drawings, which may include appropriate certification requirements commensurate with the type of Work completed. The Company shall provide the "as-constructed" drawings to the Town within three (3) months of installing the Equipment, at its own expense and to the satisfaction of the [title]. The Company shall ensure that all "as

constructed" drawings conform to CSA S250 levels. The Company shall submit all "as-constructed" drawings to the Town in a pdf copy in digital format that is acceptable to the Town.

EQUIPMENT LOCATES

13. Each Party, at no cost to the other Party, (a) in the event of an Emergency, shall use reasonable best efforts to provide locations of its Equipment within two (2) hours of receiving a request by the other Party or its contractors or authorized agents, and (b) shall in all other circumstances provide locations within a time reasonably agreed upon by the Company and the Town. In the case of an Emergency the Party requesting the locate shall have either a representative on site or provide a contact number for a representative in order to ensure that locates can be completed in the affected area.

14. The Company shall comply with the *Ontario Underground Infrastructure Notification System Act, 2012*, S.O. 2012, Chapter 4, regarding the location of underground infrastructure. The Company agrees to participate in any public utility co-ordination committees involving all users of the Right-of-Way as may be established by the Town and to contribute to the reasonable costs, as determined on a consensus basis, of operating such committees.

NOTIFICATION IN CASE OF AN EMERGENCY

15. The Company and the Town shall exchange the contact information of their personnel who can be notified immediately in the event of an Emergency. In addition, each Party shall ensure that the other Party has up-to-date contact information at all times.

EQUIPMENT AUTHENTICATION – MARK-UPS

16. Upon request by the Town, the Company shall provide mark-ups (the “**Mark-ups**”) of the Town’s municipal infrastructure or equipment design drawings to show the location of new and existing Equipment. The Company shall provide Mark-ups within fifteen (15) business days after receipt of such drawings. Upon request by the Company in the Municipal Consent application process, the Town may, but is not obligated to, provide Mark-ups depicting the locations of the Town’s infrastructure, in granting the Municipal Consent. In situations where a Party has requested a large number of Mark-ups, the Parties shall mutually determine the timeline for providing the Mark-ups.

17. Where the Company provides Mark-ups that do not reflect correctly the location of new or existing Equipment and where the Town determines it may incur any direct or indirect costs as a result of the actual location of the Equipment, in that a conflict exists between the actual approved location of the Equipment and the proposed installation location of the Town’s infrastructure, the Town agrees to notify the Company of such circumstances within twenty-four (24) hours. If the Company is unable to rectify the problem in a reasonable time

commensurate with the circumstances, the Company shall compensate the Town for any reasonable and verifiable additional costs which the Town incurs.

PHYSICAL EQUIPMENT VERIFICATION

18. The Company shall identify, verify and validate the location of existing Equipment to the Town during the design stage of the Town's project using the following steps:

- (a) Upon request, meet with the Town or its representatives to discuss the Town's project and identify potential conflicts in existing Equipment location and the design of the Town's project;
- (b) Where the Company's existing Equipment locations pose a possible conflict with the proposed project design and the Town's project may be susceptible to a risk based on the actual location of existing Equipment, the Company, at its own cost, shall undertake a non-disruptive field investigation to verify horizontal and vertical location of Equipment at those locations where the potential for a possible conflict have been identified by the Parties;
- (c) If the Company is unable to locate its Equipment using non-disruptive locating techniques, the Company shall use a daylighting investigation method to locate its Equipment. The Company and the Town shall agree on: (i) the type and cost of the daylighting investigation; (ii) the locations where such daylighting investigation is to be undertaken; (iii) the timeframe for completing the daylighting investigation; and (iv) the contractor to be retained to carry out the daylighting investigation. The Parties shall share the cost of the daylighting investigation equally.

RELOCATION OF EQUIPMENT

19. Upon receipt of not less than sixty (60) days written notice from the Town, or such additional advance notice being reasonable having regard to the timelines of both Parties and the nature of the relocation required, the Company shall relocate its Equipment within a Right-of-Way, or perform any other Work in connection with the Equipment as may be required by the Town for municipal purposes.

20. If the Town relocates or closes the Right-of-Way and the Company has Equipment located there, the Company may request, as an alternative to relocation of its Equipment, that the Town grant an easement to the Company. The Town may but is not compelled to grant this request, on such terms and conditions as the Town may impose, including without limitation, the Town's right to require the Company to abandon the easement in the future upon written notice and at no cost to the Town. If the Company is required to abandon an easement it shall deliver to the Town the documentation referenced in Section 22(a). If the Town does not grant the Company's request to grant an easement, the Company shall be required to relocate its Equipment and the cost sharing regime under Section 24 will apply to such relocation.

21. In cases of Emergency, both Parties agree to work co-operatively and to use reasonable efforts to relocate Equipment immediately, as directed by the [title], acting reasonably, provided that in cases of Emergency the Town may take any measures deemed necessary for public safety with respect to the Equipment.

22. Where the Town expropriates or otherwise acquires real property owned by a Third Party (the “**Private Property**”) for construction or expansion of a Right-of-Way and the Company or an Affiliate has an easement (the “**Company Easement**”) registered against the title to the Private Property,

(a) the Company shall:

- i. release, abandon or extinguish the Company Easement at no cost to the Town by executing and delivering to the Town, within ten (10) business days after the request is made, a Transfer Release & Abandonment document in a form that can be registered in the appropriate land registry office; and
- ii. release the Company’s rights, if any, to compensation under the *Expropriations Act*, R.S.O. 1990, c. E.26 or otherwise, by executing and delivering a release in a form acceptable to the Town; and
- iii. at the request of the Town, provide the Town with Mark-ups as set out in Section 16.

The Town or a solicitor acting for the vendor of the Private Property will register the Transfer Release & Abandonment form and the Town will submit an invoice for the related costs to the Company in a timeframe agreed to by the Parties.

- (b) Subject to Subsection 22(c) and despite Subsection 22(a), the Company shall be permitted to maintain its Equipment within the Right-of-Way, and the Equipment, formerly subject to the Company Easement, will be governed by the terms of this Agreement. The Town shall issue a Municipal Consent to the Company forthwith after receipt of the documentation referred to in Subsection 22(a).
- (c) If the Town requires the Company to relocate Equipment that was located in the Right-of-Way and described in the Company Easement,
- i. the Company shall provide the Town with an estimate of its relocation costs to relocate such Equipment; and
 - ii. the Town will reimburse the Company for 100% of its relocation costs to relocate such Equipment on an like-for-like or in-kind basis, notwithstanding anything otherwise contained in this Agreement.

23. The Town agrees to make reasonable efforts to provide alternative suggestions for re-routing the Equipment affected by the relocation to help the Company minimize service disruption to its customers.

24. The responsibility for the costs incurred in relocating the Company's Equipment or performing such work referenced above, for the purposes of this Agreement, shall be based upon the following:

(a) For Equipment installed pursuant to and in accordance with the requirements contained in a Municipal Consent and within four (4) years of the said Municipal Consent being granted, the Town shall be responsible for the full, reasonable and auditable cost of relocation of the Equipment on a like-for-like or in-kind basis, if, and only to the extent that such expenditures are actually incurred. For subsequent years, the Town shall be responsible for the percentage of such full, reasonable and auditable relocation costs in accordance with the following sliding scale:

Year 5	75%
Year 6	50%
Year 7	25%
Year 8	0%

For purpose of this Section 24, the date to be used for calculating the relocation costs for the Equipment is to be the date of the Municipal Consent for such Equipment. For Equipment installed in or attached to the Company's support structures, the date of the Municipal Consent with respect to such support structure(s) is to be used for calculating the relocation cost.

(b) The Company shall provide in a reasonable timeframe to the Town a written estimate for each relocation in a format clearly identifying the percentages, the actual dollar amounts and the dates being applied to the applicable Equipment for the purpose of calculating relocation costs, but the actual relocation expenditures incurred by the Company, in a form capable of being audited by the Town's auditors, will be used to determine the actual relocation expenditure, if any, incurred by the Company, that is to be reimbursed by the Town.

(c) The Company acknowledges that there may be instances where the Town cannot commit to a particular re-location site for the Equipment because the proposed location may impact or be impacted by a future project identified in the Town's 10 Year Capital Construction Program or Plan. If the Company requests, despite being made aware of these circumstances, that the Town issue a Municipal Consent for the

proposed relocation of such Equipment, the Town may provide a Municipal Consent subject to the condition that the Company will be required to relocate such Equipment at its sole cost should these circumstances arise.

(d) If the location of the Equipment is found to be in non-compliance with any aspect of the approved location set out in the Municipal Consent within 0.3 metre horizontally (centre line to center line for open trench installations) or 0.2 metre vertically (invert to invert for underground installations) and the Equipment must be relocated, the Company shall be responsible for the cost of relocating the Equipment, or part thereof, to remedy the non-compliance. Where records do not exist or Right-of-Way conditions may have changed, the Parties agree to act reasonably in determining relocation compensation. The Town agrees to use reasonable efforts to avoid unnecessary relocations but reserves the right to request that Equipment be relocated, as required.

25. Special circumstances may arise with respect to specific location approvals where it may be appropriate for both Parties to agree to waive the above-noted provisions and to negotiate alternative arrangements for relocation and relocation costs. These alternative arrangements shall be agreed upon in writing.

26. In no event shall the Company charge the Town nor shall the Town be responsible for costs incurred by, or charged to Third Parties to relocate a Third Party's equipment that is installed on or in the Company's Equipment, unless the Town has an agreement with such Third Party for alternate arrangements.

27. The Town shall not be responsible for the cost of relocation of the Company's Equipment where the relocation is requested by a Third Party and/or where such request is not for municipal purposes. By way of illustration, if the widening of the Right-of-Way is required for a development project as part of the development approval process, the developer would be responsible for negotiating a cost sharing arrangement with the Company respecting the cost of relocating the Company's Equipment and the cost sharing regime under Section 24 would not apply. Any such relocation work remains subject to securing the applicable Permits and/or other permits prior to commencement of the work to relocate the Equipment.

28. If a developer, on behalf of the Town, and as part of its development project, wishes to accelerate the commencement date of a Town project that is identified in the Town's 10 Year Capital Construction Program or Plan, despite the acceleration, the Town and the Company shall share the relocation costs in accordance with the cost sharing regime under Section 24.

29. If the Company fails to complete any relocation or other Work in accordance with the applicable terms and provisions in this Agreement including without limitation the requirements under Section 19 or fails to repair the Right-of-Way or do anything else required pursuant to this Agreement in a timely and expeditious manner to the satisfaction of the [title], acting reasonably, the Town may, at its option complete such relocation or other Work. In such case, the Company shall pay be responsible for the costs incurred by the Town to perform the

Work plus an overhead charge thereon of fifteen percent (15%). The Company shall reimburse the Town forthwith after receipt of the Town's invoice setting out the cost of such Work. Amounts remaining unpaid hereunder will bear interest equal to the prime lending rate of the Town's principal financial institution.

INDEMNIFICATION AND LIABILITY

30. For the purposes of this Section 30, the "Town" means the Town and its elected and appointed officials, officers, employees, contractors, agents, successors and assigns. The Company shall indemnify and save the Town harmless from and against all actions, causes of action, proceedings, claims and demands brought against the Town, and from and against all losses, costs, damages or expenses suffered or incurred by the Town, by reason of any damage to property, including property of the Town, claims for injurious affection, or injury, including injury resulting in death, to persons, including the employees, servants, agents, licensees and invitees of the Town, caused by, resulting from or attributable, in part or in whole, to the negligent act or omission of the Company or any of its employees, servants, agents, licensees or invitees in the performance of this Agreement and the Company shall, upon demand by the Town and at its own sole risk and expense, defend any and all suits, actions or other legal proceedings which may be brought or instituted by Third Parties against the Town on any such claim, demand or cause of action, and will pay and satisfy any judgement or decree which may be rendered against the Town in any such suit, action or other legal proceeding, and shall reimburse the Town for any and all reasonable legal expenses on a solicitor-client basis incurred in connection therewith. The Company's obligation to indemnify, defend and save harmless the Town shall survive the termination of this Agreement.

31. For the purposes of this Section 31, the "Company" means the Company and its directors, officers, employees, contractors, agents, successors and assigns. The Town shall indemnify and save harmless the Company from and against all actions, causes of action, proceedings, claims and demands brought against the Company, and from and against all losses, costs, damages or expenses suffered or incurred by the Company, by reason of any damage to property, including property of the Company, or injury, including injury resulting in death, to persons, including the employees, servants, agents, licensees and invitees of the Company, caused by, resulting from or attributable to the negligence or wilful misconduct of the Town or any of its employees, servants, agents, licensees or invitees in the performance of this Agreement and the Town shall, upon demand by the Company and at its own sole risk and expense, defend any and all suits, actions or other legal proceedings which may be brought or instituted by Third Parties against the Company on any such claim, demand or cause of action, and will pay and satisfy any judgement or decree which may be rendered against the Company in any such suit, action or other legal proceeding, and shall reimburse the Company for any and all reasonable legal expenses on a solicitor-client basis incurred in connection therewith. The Town's obligation to indemnify, defend and save harmless the Company shall survive the termination of this Agreement.

32. The Parties agree to promptly provide each other with written notice of any such claims which may result in an indemnification obligation hereunder and, in any event, such notice shall be provided within seven (7) business days after the indemnified Party becomes aware of the claim. The indemnified Party shall provide reasonable particulars, to the extent of their knowledge, of the factual basis for the claim and the amount of the claim.

33. If the Company does not assume and continue control of the defence of any claim within fifteen (15) business days after receiving the initial written notice of the claim from the Town, then the Town shall have the exclusive right to contest, settle or pay the amount claimed, and shall have the right to recover all amounts in full from the Company.

34. The indemnifying Party may defend such claim with counsel of its own choosing provided that no settlement or compromise of any such claim will occur without the prior consent of the indemnified Party, which consent shall not unreasonably be withheld or delayed, provided that the indemnifying Party may not agree to any settlement terms and conditions which involve the admission of liability by the indemnified Party or the imposition of any liability on the indemnified Party without the indemnified Party's prior written consent.

35. Despite anything contained in this Agreement, neither the Town nor the Company shall be liable to the other Party in any way for indirect, special or punitive or consequential losses or damages, or damages for pure economic loss, howsoever caused or contributed to, in connection with this Agreement and the performance or non-performance of its obligations hereunder.

TERM OF AGREEMENT

36. This Agreement shall have an initial term of ten (10) years commencing on the Effective Date and shall renew automatically for successive five (5) year terms unless:

- (a) a Party decides not to renew the Agreement by written notice to the other Party at least ninety (90) days prior to the expiry of the then term; or
- (b) the Agreement is terminated in accordance with the termination provisions set out in this Agreement; or
- (c) this Agreement is replaced by a new agreement between the Parties pursuant to Section 38 or Section 39.

Where the Agreement is renewed, the terms and provisions contained in the Agreement shall continue to apply during any renewal term, save for any fee increases made in accordance with Schedule "B".

PAYMENT OF FEES

37. The Company shall pay to the Town Permit fees and other fees applicable to the Company's Work within the Right-of-Way, plus applicable taxes, in accordance with the fees set out in Schedule "B", as same may be increased from time to time in accordance with Schedule "B". The Company acknowledges that the fees payable pursuant to this Agreement are exclusive of any fees and charges that may be applied by the Town with respect to any other permits required for the Company's Work.

LEGISLATIVE CHANGE

38. If at any time subsequent to the entering into of this Agreement, the federal or provincial government or a regulatory authority, acting within its jurisdiction, enacts or repeals any legislation or regulation, or orders, directs or mandates anything which directly affects the rights and/or obligations of either Party, then either Party may notify the other of its intention to require the other Party to enter into good faith negotiations to amend this Agreement, or to enter into a new agreement to avoid any legal inconsistency with such legislative or regulatory action or court or tribunal decision, as the case may be, within thirty (30) days after written notice (the "**Notice**") from the notifying Party and any terms and conditions required to be added to or deleted from such new or amended agreement will take effect upon execution of the amended agreement by both Parties.

39. If the Parties are unable to re-negotiate the terms and conditions of this Agreement to be consistent with the legislative change, either Party may, upon thirty (30) days prior written notice to the other Party, refer the matter to arbitration for resolution, in accordance with the *Arbitration Act, 1991*, S.O. 1991, c. 17, as amended or its successor legislation, or alternative to arbitration, submit the matter to the CRTC for adjudication. Save where the matter remains within the arbitration process or before the CRTC, if the Parties do not agree on the terms and conditions of an amendment to this Agreement or a new agreement within ninety (90) days after the date on which the Notice was received, either Party may terminate this Agreement without further notice and both Parties shall fulfill their respective obligations thereafter in accordance with this Agreement.

SECURITY

40. The Company agrees to post an irrevocable blanket letter of credit or other form of security that is acceptable to the Town at a value agreed upon by the Town and the Company. The letter of credit shall: (i) name the Town as beneficiary, (ii) be in a form satisfactory to the Town's [title] of Finance, (iii) be provided within the thirty (30) day period after the Town's request, and (iv) remain in place for the duration of the term of this Agreement. Notwithstanding the above, the Town reserves the right to: (a) request that the Company post additional irrevocable letters of credit for significant projects beyond the scope of the original letter of credit, and (b) request that the Company post an irrevocable letters of credit for one or more applications for Municipal Consent in an amount equal to any and all restoration costs as determined by the [title]. The letter of credit shall: (i) name the Town as beneficiary, (ii) be in a

form satisfactory to the Town's [title] of Finance, (iii) be provided prior or contemporaneously with the effective date of the applicable Municipal Consent, and (iv) remain in place until the conditions of the Municipal Consent have been fulfilled to the satisfaction of the [title].

41. INTENTIONALLY DELETED.

42. Should the Town require that it draw on the blanket securities, the Company shall immediately reinstate the blanket securities posted under Section 40 herein, to the value in effect at the time of drawing.

TERMINATION

43. If the Company materially fails to carry out any of the terms, covenants and conditions contained herein or default in any of its obligations under the terms hereof and fail within thirty (30) days after receiving written notice (the "**First Notice**") from the Town to correct or commence to correct any such failure, then the Town shall have the right, in its sole discretion, to terminate this Agreement, by giving written notice (the "**Second Notice**") thereof, such termination to be effective as of the date of the Second Notice. Notwithstanding the termination, the Company shall continue to be liable to the Town for all payments due and obligations incurred under the Agreement prior to the date of the Second Notice.

44. In addition to the Town's rights under Section 43, the Town may, upon written notice (the "**Termination Notice**") to the Company setting out the reasons for the termination, terminate this Agreement, such termination to be effective as of the date of the Termination Notice, upon the occurrence of any one or more of the following events:

- (a) the Company becomes insolvent or unable to pay its debts as they become due; or
- (b) the Company makes an assignment for the benefit of its creditors, is petitioned into bankruptcy or a receiver (or receiver and manager) is appointed in respect of all or a substantial part of the Company's property or assets; or
- (c) the Company becomes voluntarily subject as a debtor to the provisions of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36; or
- (d) the Company transfers, assigns, or sublicenses any part or all of its interest in this Agreement other than in accordance with the provisions of this Agreement, or attempts to do same; or
- (e) the Company ceases to be eligible to operate as a Canadian carrier or distribution undertaking within the meaning of the Telecommunications Act, as amended from time to time, or any successor legislation, or ceases to be regulated by the CRTC.

Despite the termination of this Agreement, the Equipment will continue to be the property of the Company and the Company shall be permitted to continue to maintain, test, repair and operate the Equipment for as long as necessary in the sole opinion of the Company.

ASSIGNMENT

45. The Company may sublicense, grant, transfer or assign:

- (a) this Agreement, in its entirety, to a single sublicensee, grantee, transferee or assignee with the Town's prior written consent, which consent shall not be unreasonably withheld, and subject to such conditions as the Town may require, acting reasonably; or
- (b) this Agreement, in whole or in part, without the Town's prior consent:
 - i. upon giving written notice to the Town of the sublicense, grant, transfer or assignment; and
 - ii. provided the sublicensee, grantee, transferee or assignee is an affiliate of the Company within the meaning of the *Canada Business Corporations Act* as amended from time to time or a purchaser of 51% or more of its assets.
- (c) Despite the sublicense, grant, transfer or assignment of this Agreement by the Company, the Company shall remain fully responsible to the Town for fulfillment of the obligations and liabilities of the Company set forth in this Agreement regardless of whether the obligations or liabilities arise out of any acts or omissions by the sublicensee, grantee, transferee or assignee until the sublicensee, grantee, transferee or assignee has entered into its own agreement with the Town under which it assumes such obligations and liabilities.
- (d) The Company may pledge the license granted by this Agreement as security without the consent of the Town to any person directly or indirectly providing financing to the Company but such pledge shall not release the Company from its obligations and liabilities under this Agreement.
- (e) The Town acknowledges that usage by Third Parties in accordance with Section 53 will not constitute or be deemed to constitute a sublicense or assignment under this Agreement.

NO OWNERSHIP RIGHTS

46. The use of a Right-of-Way under this Agreement shall not create or vest in the Company any ownership or property rights in a Right-of-Way, and the Company shall be and remain a mere non-exclusive occupant of the Right-of-Way. The installation of the Equipment in a Right-

of-Way shall not create or vest in the Town any ownership or property rights to the Equipment, except as specifically otherwise provided in this Agreement.

INSURANCE

47. The Company shall obtain, maintain, pay for and provide evidence of the insurance coverage listed below:

(a) Commercial General Liability (“**CGL**”) insurance, naming the Town as an additional insured, with limits of not less than five million dollars (\$5,000,000) inclusive per occurrence for bodily and personal injury, death and damage to property including loss of use. The CGL insurance policy shall provide coverage with respect to the liability of the Company arising from the licence granted under this Agreement, including without limiting the generality of the foregoing, the installation, maintenance and operation of the Company’s Equipment. The CGL insurance policy shall include cross-liability and severability of interest clauses, owner’s and contractor’s protective, products and completed operations coverage (twelve (12) months) and standard non-owned automobile endorsement including standard contractual liability coverage.

(b) Automobile liability insurance in respect of licensed vehicles shall have limits of not less than two million dollars (\$2,000,000) inclusive per occurrence for bodily injury, death and damage to property. Coverage shall be in the form of standard owner’s form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned and/or leased or operated by or on behalf of the Company.

(c) The Town will accept in place of the above-mentioned insurance coverage, a combination of primary liability limits and umbrella insurance or excess liability limits which meet the CGL and/or automobile liability coverage limits noted above.

Policies shall be taken out with insurance companies licensed to transact business in the Province of Ontario and be acceptable to the Town, acting reasonably. This policy shall be kept in force during the currency of the Agreement and, if the Agreement is terminated, until the Company has completed all the work it is required to do hereunder in connection with the Equipment. The insurance must be evidenced on the Town’s current standard certificate of insurance form or in a form acceptable to the Town’s Risk Manager.

TIME OF ESSENCE

48. Time shall be of the essence in this Agreement.

TREES

49. Save and except where the Town has the obligation to reimburse the Company under and pursuant to the terms and provisions of this Agreement, the Company shall be responsible for the costs of any remedial work required to rehabilitate any trees damaged in the performance of the Work or, in the event any trees suffer irreparable damage as a result of the Work, the Company shall replace the trees to the satisfaction of the Town or compensate the Town for the value of the trees as determined by the Town.

REMOVAL OF GRAFFITI

50. The Company shall take all reasonable measures, to the satisfaction of the Town, to clean, remove or conceal graffiti or other unauthorized markings in a timely manner from its Equipment. In this regard, the Company shall within forty-eight (48) hours after receipt of written notice from the Town, remove or conceal all offensive graffiti from its Equipment. In the event that the Company does not remove or conceal the graffiti in accordance with this Section 50, the Town may take such steps as it deems necessary to remove or conceal the graffiti, the cost of this removal or concealment shall be the responsibility of the Company.

MAINTENANCE OF ABOVE GROUND CABINETS

51. The Company shall have a maintenance program to clean, straighten, paint and repair above ground cabinets on a regular basis. If the Company receives written notice from the Town requesting that the Company carry out a specific repair as specified in the notice, the Company shall do so within five (5) business days after receiving the notice, or such longer period that the Parties may agree given the nature of the repair.

ENVIRONMENTAL LIABILITY

52. The Town is not responsible, either directly or indirectly, for any damage to the natural environment or property, including any nuisance, trespass, negligence, or injury to any person, howsoever caused, including death, arising from the presence, deposit, escape, discharge, leak, spill or release of any Hazardous Substance resulting from the Company's occupation or use of the Right-of-Way, unless such damage was caused directly or indirectly in whole or in part by the gross negligence or wilful misconduct on the part of the Town, or the Town's employees, contractors, agents or invitees.

The Company agrees to assume all environmental liabilities, claims, fines, penalties, obligations, costs or expenses whatsoever relating to its use of the Right-of-Way, including without limitation any liability for the clean-up, removal or remediation of any Hazardous Substance on or under the Right-of-Way which result from:

- (a) the occupation, operations or activities of the Company, its contractors, agents or employees, or by a Third Party having the express or implied consent of the Company within the Right-of-Way; or

(b) any Equipment brought or placed in, on, under, above, over, along, or across the Right-of-Way by the Company, its contractors, agents or employees, or by a Third Party, having the express or implied consent of the Company;

unless such damage was caused directly or indirectly in whole or in part by the gross negligence or wilful misconduct on the part of the Town, or the Town's employees, contractors, agents or invitees.

THIRD PARTY ACKNOWLEDGEMENT

53. The Company agrees that it shall include in its agreements with Third Parties utilizing any portion of the Equipment, an acknowledgement and agreement by those Third Parties that the use of the Equipment is subject to the terms of this Agreement, which may be renewed or terminated, and that they shall comply, at their sole expense, with all applicable laws, statutes, bylaws, codes, ordinances, rules, orders and regulations of all governmental authorities, and that the Third Party shall obtain and maintain any and all permits, licenses, official inspections or any other approvals and consents necessary or required for the placement or operation of the Third Party's equipment.

WORKPLACE SAFETY AND INSURANCE

54. Upon execution and delivery of this Agreement, and prior to commencing the Work under this Agreement, the Company shall provide a valid and current WSIB Clearance Certificate stating that the Company is in good standing with the Workplace Safety and Insurance Board ("**WSIB**") and that all assessments have been paid by the Company to the date of the certificate. The Company shall be responsible for and shall pay any assessment or compensation required to be paid with respect to workplace safety and insurance. The Company acknowledges that out-of-province contractors are not exempt from having to register and comply with the requirements of the Workers' Safety and Insurance Board of Ontario. Prior to commencing the Work, out-of-province contractors not required to be registered in Ontario shall provide: (i) written confirmation from the Workers' Safety and Insurance Board of Ontario stating that the contractor is not required to be registered in Ontario; and (ii) evidence of compliance with the requirements of the province or territory or place of business with respect to workers' compensation insurance.

55. The Company's employees, workers, agents, contractors and servants shall, at all times be required to comply with the rules of the *Worker's Compensation Act* (Ontario), the *Occupational Health and Safety Act* (Ontario) (the "**OHS**A") and regulations, the Canada Labour Code Part II as they apply to the Company, its employees and contractors, or any amendments or additions thereto, and when applicable, all bylaws, regulations and rules which apply to performance of Work on public highways or private property which relate to the safety of workers and the public when performing the Work.

56. If the Town becomes involved in a charge, offence, prosecution, civil litigation or any other legal proceedings under or related to the OHS A arising out of or related to a breach of the

Agreement by the Company or the Company's performance or lack of performance of the Agreement or the Company's violation of the OHSA or a regulation thereunder, then the Company shall be fully liable for, indemnify and pay the Town's fine, penalty, judgement, debt, damages and reasonable legal fees and disbursements limited to the extent of negligence of the Company and those over whom it is responsible in law.

THIRD PARTY EQUIPMENT ACQUIRED BY COMPANY

57. The Parties agree that, where the Company acquires a Third Party's equipment that is located within the Right-of-Way (the "**Acquired Third Party Equipment**"), the Acquired Third Party Equipment shall form a part of the Company's Equipment, and upon the effective date of such acquisition, shall be governed by the terms and conditions of this Agreement. If the Third Party, at the date of acquisition, had an existing municipal access agreement with the Town (the "**Third Party MAA**"), then the Third Party MAA shall be deemed to have terminated on the date of acquisition, and the terms and conditions of this Agreement shall apply to the Acquired Third Party Equipment.

FORCE MAJEURE

58. Except for payment obligations under this Agreement, neither Party shall be liable for a delay in its performance or its failure to perform obligations hereunder due to causes beyond its reasonable control arising from the following events: an act of God, fire, flood, or other catastrophe; government, legal or statutory restrictions on forms of commercial activity; an order of any civil or military authority; a national emergency, an insurrection, riot or war ("**Force Majeure**"). If an event of Force Majeure occurs, the Party that is unable to perform shall give written notice to the other Party which notice sets out the Force Majeure event relied on and the relief claimed. The Party unable to perform its obligations shall be permitted to delay its performance for so long as the occurrence continues. Notwithstanding the foregoing in this Section 58, the Party claiming relief shall exercise reasonable efforts to mitigate the impact of or any delay caused by the Force Majeure event. Should the suspension of obligations due to Force Majeure exceed two (2) months, either Party may terminate this Agreement without liability upon delivery of written notice to the other Party. Under no circumstances shall a lack of funds be construed as an event of Force Majeure under this Agreement.

NOTICES

59. Any notice required or permitted to be given hereunder or any tender or delivery of documents may be sufficiently given by personal delivery or, if other than the delivery of an original document, by facsimile transmission to the Town at the following address:

The Corporation of the Town of Georgina
26557 Civic Centre Road
R.R. #2
Keswick, Ontario
L4P 3G1
Attn:
Email:
Tel:
Fax:

and to the Company, by personal delivery or, if other than the delivery of an original document, by email to the following address:

[CONTACT ADDRESS OF COMPANY]

Attention: General Manager
Email:
Tel:
Fax:

Any notice may also be given by prepaid registered mail mailed within the Province of Ontario and such notice shall be effective five (5) business days following the date of mailing, except in the event that there shall be a disruption in postal services at the date of mailing, in which case notice shall be effective by personal delivery or a facsimile or email transmission as stated above.

GENERAL

60. This Agreement is the entire agreement between the Town and the Company regarding the subject matter of this Agreement. This Agreement may only be amended or supplemented by a document executed in writing by both the Town and the Company.

61. This Agreement benefits and binds the Town and the Company and the successors and permitted assigns of each of them.

62. If any term of this Agreement is found to be invalid, illegal, or unenforceable by a court having the jurisdiction to do so, that term is to be considered to have been severed from this

Agreement and this Agreement remains in force unaffected by that finding or by the severance of that term.

63. This Agreement creates contractual rights only between the Town and the Company and not an interest in any Right-of-Way. The Company shall not register this Agreement or any right howsoever arising under it.

64. No amendments or waiver of any provision of this Agreement shall be binding on either Party unless consented to in writing by such Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless expressly provided.

65. In this Agreement, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and a corporation.

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66. This Agreement shall be governed by and construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada which may be applicable to a Party in the Province of Ontario and both Parties irrevocably attorn to the jurisdiction of the Courts of the Province of Ontario.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement by their duly authorized representatives.

Authorized by

) **THE CORPORATION OF THE**
) **TOWN OF GEORGINA**
)

) Per: _____
)
)

) I have the authority to bind the Corporation
)
)

Authorized by

) **[COMPANY]**
)
)

) Per: _____
) [NAME]
)

) [TITLE]
) I have the authority to bind the Corporation
)
)

SCHEDULE "A"

Permits and Municipal Consents

WORK ACTIVITY	R.O.P. Level 1	MUNICIPAL CONSENT (M.C.) (R.O.P + M.C) Level 2
Maintenance, testing and repair to aboveground cabinets, pedestals, poles & other aboveground equipment, including their replacement (except pole replacement) with no increase in the size or depth, where vehicle and/or pedestrian traffic may be impeded or blocked and parking on a maintained boulevard may be allowed only as permitted under the R.O.P.	X	
Cabling pulling and placing through or on existing support structures, without digging pits.	X	
Aerial service drops where vehicle or pedestrian traffic is impeded or blocked, or parking on a maintained boulevard is required other than allowed under the R.O.P	X	X
Buried service drops (any form of cable)	X	X
Excavations (daylighting) within the ROW to investigate subsurface conditions, infrastructure location or maintenance. No new equipment to be installed.	X	
Emergency Work; including excavation (daylighting). This does not include the addition of new equipment. Additional new equipment requires a Municipal Consent.	X	
Cable pulling and placing through incidental duct where excavation is required in the ROW.	X	X
All new direct buried and aerial main line installations.	X	X

Directional boring and associated pits for Work of installing new mainline infrastructure in approved standard locations;	X	X
A new installation of additional cabinets, pedestals, poles and other above ground equipment or a replacement of any of the above where there is an increase in the size.	X	X
Road crossings, including buried Service Drops crossing a road.	X	X
Relocation of underground or surface infrastructure.	X	X

SCHEDULE "B"

Permits and Municipal Consent Fees

1. Telecom Road Occupancy Permit Fee

- 1.1 For each Road Occupancy Permit the fee payable will be in accordance with the fee set out in By-Law No. 2017-0025 (AD-5) effective March 1, 2017.

2. Municipal Consent Fee

- 2.1 For each Municipal Consent application a municipal consent fee per street. The fee payable will be in accordance with the fee set out in By-Law No. 2017-0025 (AD-5) effective March 1, 2017. The Municipal Consent granted by the Town shall expire 6 months from the approved date and if in the event that the Company does not commence the Work approved in such Municipal Consent within 1 year of the approved date then the Municipal Consent granted by the Town will expire forthright. The Company may request an extension in writing of the approved Municipal Consent one month prior to its expiration. If the Town denies the Company the requested extension and the Company wishes to proceed with the proposed Work then the Company shall reapply for a new Municipal Consent and re-circulate the proposal to the appropriate utilities for review. All fees under this section will be billed as each Municipal Consent is processed.

3. Re-Inspection Fee

- 3.1 A re-inspection fee set out in [INSERT] per re-inspection.
- 3.2 The initial pre and post construction inspections are included in the Municipal Consent Fee. A fee for an additional inspection may be charged by the Town:
- Where additional inspections by the Town are required to ensure that any deficiencies identified by the Town through the post construction inspection are corrected;
 - Where the Town is requested to attend the site to determine a new line location based on actual field conditions including conflicts discovered in the field (except where such is caused by location of Town's infrastructure);
 - Where the Town completes a field inspection in response to a valid complaint where the Company has not carried out Work in a manner consistent with the approved Municipal Consent, the reasonable requirements of the [title] or of the terms and conditions of this Agreement.

4. Re-submission Fee

- 4.1 A re-submission fee set out in [INSERT] per re-submission.
- 4.2 A re-submission fee is applicable when a previously approved Municipal Consent which has not expired is re-submitted to the Town.
- A re-submission fee may be charged by the Town when an approved consent is re-submitted for additional review by the Town prior to start of the Work due to changes required by the Company (except where such is caused by the location of Town's infrastructure).

5. Pavement Degradation Compensation Fees

Compensation Item	Mechanism	Compensation
Pavement degradation (life cycle losses)	Levy at the time of permitting. Adjust based on actual extent of trenching if necessary.	Based on pavement age: •

6. Fee Increases

Increases to fees in this Schedule "B" will be in accordance with increases [need reference].

Town of Georgina Broadband Roadmap

Priority Action Areas	2021	2022	Tactics/"How"
1 Action: Maximizing York Region's YorkNet fibre network in Georgina			Alignment with Broadband Strategy Top Priorities
In 2019, the federal government through the CTI program awarded \$2 M to YorkNet to construct fibre through a portion of Georgina (and connecting Georgina Island). This route is now completed. The goal of this action item is to work with YorkNet and third-party ISPs to maximize usage of the CTI-funded fibre to service residents and businesses of Georgina in proximity to the route.			- Connectivity for all residents - Leveraging broadband to foster economic development - Connectivity for the Town's municipal needs
1.1 Prepare and maintain a route map including:			
- YorkNet CTI fibre path			In collaboration with YorkNet, prepare a map, in layers that can be toggled on and off, capturing the noted information to catalogue all known data along the route. This will facilitate information sharing with ISPs interested in providing services, delineate possible consumer inquiry locations and can be posted on the website.
- property data adjacent to the route			
- known and planned ISPs on the route			
- municipal facility locations			
- SSCB towers in proximity and/or connected			
- make mapping available upon request by ISPs			
1.2 Develop a process to formalize collection of public inquires for service:			
- maintain database of requestors and contact information			In collaboration with YorkNet, create a simple database, or make use of any internal existing technology tools, to capture all requests for connectivity the Town receives, either from the mapping or general inquiries. Keep the data refreshed and share with known ISPs.
- sort by residential, business, other categories			
- develop messaging to the requestor			
- formalize process to share information with YorkNet			
- formalize process to share information with ISPs in the area			
- continually work with YorkNet to promote and market their network in Georgina			
2 Action: Leveraging SSCB (tower) infrastructure			Alignment with Broadband Strategy Top Priorities
The Town owns and controls eight towers of various sizes and capacities throughout the community. The goal of this action is to maximize usage of the towers by third-party entities to enable greater and faster broadband deployment in Georgina and provide options for service.			- Connectivity for all residents - Leveraging broadband to foster economic development - Connectivity for the Town's municipal needs - Provide Community Wi-Fi
2.1 Finalize Wireless Tower policy:			
- approve policy and by-law at Council			
2.2 Update and endorse Tower Siting Protocol to conform with the latest legislation			
2.3 Catalogue each tower site:			
- prepare map of tower locations overlayed with population/property data			A tower portfolio is required to have a single, up-to-date reference document for the current sites. Portions of the mapping and data can be published on the Town's broadband website for ease of reference. Other layers of data can be easily provided to ISPs or others requiring details under NDA. This portfolio will also be a required dataset for a focused marketing push to solicit tower colocation.
- indicate known complete fibre YorkNet routes			
- photograph each site (elevations, tower equipment, general site)			
- document heights, coordinates			
- details on available shelters/equipment rooms etc			
- document site power availability			
- document fibre availability/proximity			
- document site equipment			
- site ownership (Town, leased, licensed)			
- review level of detail to consider for a public map posted on Georgina site			
- prepare the tower portfolio			
2.4 Market the tower portfolio to incent commercial site usage:			
- assess internal resource capacity and constraints			Send the tower portfolio to all known companies and government agencies that commonly access such structures. The list should extend beyond cellular and internet service providers to agencies such as the Ministry of Infrastructure and organizations such as CanWISP.
- publish publicly acceptable tower mapping and data on the Town's broadband page			
- circulate tower portfolio to cellular, ISPs, CanWisp, CWTA, tower companies, agencies			
- prepare RFP to solicit proposals for external tower management (if required)			
3 Action: Implementing Community Wi-Fi			Alignment with Broadband Strategy Top Priorities
The Town has identified that providing community Wi-Fi is a priority.			- Connectivity for all residents - Leveraging broadband to foster economic development - Provide Community Wi-Fi
3.1 Sites already connected:			
Udora Community Hall			Provided through third-party ISP.
3.2 The following sites will be connected in 2021:			
De La Salle Park			Staff will continue to assess if there are third-party sponsored opportunities to provide connectivity at the noted locations as a primary option. Staff has indicated Wi-Fi service at the identified locations can be provided through internal resources and budget.
Pefferlaw Ice Pad and Community Lion's Hall (once fire station and tower are set up)			
Link (Farmers Market)			
Ice Palace Skate Park			
3.3 Identify potential future sites for enabling community WiFi			

Priority Action Areas	2021	2022	Tactics/"How"
4 Action: Exploring and Implementing Broadband Pilot Projects			Alignment with Broadband Strategy Top Priorities
As part of the RFI, the potential to host relevant micro projects drew interest from respondents. Staff determined several key areas that could benefit from such projects.			- Connectivity for all residents - Leveraging broadband to foster economic development - Connectivity for the Town's municipal needs
4.1 Continue exploratory discussions with ISPs and technology companies:			
- explore partnerships with agencies to facilitate projects			Develop potential partnerships with service providers, industry and agencies such as the Centre of Excellence in Next Generation Networks (CENGN) that have experience conducting pilots. The pilots are to be aligned with each problem statement to be developed. Each project should be implemented, monitored and measured with the intent of addressing the noted problem statements.
- develop project selection criteria			
- project deliverables			
- initiate discussions with candidates			
- proposal selection and alignment with proponents			
- implement projects			
- assessments and reports			
- next steps			
4.2 Determine what Georgina will provide to enable the micro projects:			Staff will determine what the Town could provide to project candidates in support of the micro projects. In-kind contributions may include tower access (not including upgrades), power, connectivity.
5 Action: Enhancing the Georgina Broadband webpage as a key broadband information source for residents			Alignment with Broadband Strategy Top Priorities
Enhance the Town's dedicated broadband webpage so it easily accessible to consolidate all current and future broadband information related to the Town.			- Connectivity for all residents - Leveraging broadband to foster economic development - Provide Community Wi-Fi
5.1 Enhance webpage:			
- post all broadband-related public maps as noted in the Action Items			Consolidate all of the mapping and data collection from each Action Item, and ensure it is located in an accessible location and format.
- create a digital form for information gathering (broadband service inquiries from residents/businesses)			
- provide active links to ISPs in the area (that have consented)			
- develop and maintain a FAQ			
- publish ISP deployment schedules/timelines (with their consent)			
6 Action: Exploring and expanding Investment Attraction, Partnerships and Funding Opportunities			Alignment with Broadband Strategy Top Priorities
Using the RFI as a springboard, continue collaborating with ISPs, communities and other external parties through regular meetings to expand the connectivity footprint within Georgina, particularly the underserved areas.			- Connectivity for all residents - Leveraging broadband to foster economic development - Connectivity for the Town's municipal needs
6.1 Collaborate and Discuss:			
- continue collaboration with YorkNet by marketing the dark fibre opportunities in Georgina			Continue researching and engaging with external parties to keep Georgina top of mind for future projects, pilots and expansion.
- continue to develop strategies to entice ISPs to provide rural service			
- re-engage the ISPs from the RFI and new contacts in annual forums to stay updated			
- exploring partnerships with organizations like CENGN			
- explore partnership opportunities with neighbouring municipalities (e.g. pilot projects, cost sharing)			
- continue to monitor for relevant funding opportunities			
- establish an annual innovation and connectivity forum			Foster collaboration with the Region, neighbouring communities and industry to showcase Georgina’s initiatives including micro projects.

Bill 257, An Act to enact the Building Broadband Faster Act, 2021

AMO's Submission to the Standing Committee on General
Government

March 26, 2021

Bill 257, *An Act to enact the Building Broadband Faster Act, 2021*

The Association of Municipalities of Ontario (AMO) appreciates the opportunity to provide comments on Bill 257. Municipal governments have been staunch supporters of deploying high-speed, affordable, and reliable broadband and cellular connectivity across Ontario.

AMO is pleased with the progress to expand reliable, high-speed, and affordable broadband and cellular connectivity across Ontario but also understands more must be done to make this priority a reality. In the 21st century, connectivity is a necessity, not a luxury.

According to the Provincial 2021 Budget, as many as 700,000 households in Ontario are underserved or unserved (i.e., do not meet speeds of up to 50 Mbps download/10 Mbps upload). The Budget also set a goal to ensure that every region in the Province has access to Ontarians to reliable broadband services by 2025. Finding ways to reduce the barriers (perceived or otherwise), that can slow public infrastructure projects is key to achieving that goal and to leverage the investments in public infrastructure being made at all levels of government.

Bill 257 has the objective of doing just that. Accelerating timely deployment of broadband infrastructure should help bring connectivity to communities faster and boost the economy. However, the desire to expedite these builds cannot supersede the need for municipal governments to conduct proper due diligence and manage liability surrounding the municipal service and rights of way (ROW) access that is being required. There are also significant implications regarding access to electricity infrastructure through Local Distribution Companies (LDCs) of which municipal governments are shareholders.

AMO believes that broadband is the mechanism to economic recovery from COVID-19, and beyond. This enabling legislation provides a unique opportunity to 'get it right' the first time. With some small but important changes and clarifications, AMO believes this Bill can help to do that. Some of our recommendations concern the legislation itself and others are provided to make the Committee aware of our expectations for the regulations to follow.

If this Bill passes, the process around developing the regulations and the participants at the decision-making table will be incredibly important. Our association looks forward to being strongly engaged during the regulation process on behalf of our members.

In the interim, AMO respectfully submits the following comments regarding each of the three Schedules for the Committee's consideration and for the information of members of the Legislature and municipal governments.

Schedule 1, *Building Broadband Faster Act, 2021*

Municipal governments support the objective of the legislation to expedite the delivery of “broadband projects of provincial significance. Removing barriers and streamlining processes related to infrastructure that may result in delays to its timely completion is as important as enhancing co-ordination and engagement with and being fair to public and private sector stakeholders.

There is a distinct difference, however, in reducing barriers to deploying broadband and cellular connectivity in communities that are not already at the 50/10 standard set out by the Canadian Radio-television and Telecommunications Commission (CRTC), and incenting companies to provide 5G to already profitable urban areas that meet and exceed that target.

This legislation should focus on helping unserved and underserved areas improve their services to, at minimum, the CRTC standard. Doing so, will help meet our shared policy goals and objectives of improving access to information and services, economic development potential, cultural development, and social connection to the benefit of all communities in Ontario.

AMO supports this Schedule if it the Province confirms that it would only be used as a backstop measure and that provincially ‘designated projects’ will be defined as those that receive provincial funding for broadband and cellular connectivity.

Furthermore, for designated projects that are provincially funded, the tools in the Schedule should only be used where a Municipal Access Agreement (MAA) does not already provide certainty for permitting access to ROWs. Where a MAA exists between a municipal government and telecommunications company, this must be the default and any new industry players seeking to enter the municipality should join or negotiate a similar agreement.

These are critical conditions to ensuring the Bill meets its mark in expanding services to all Ontarians while protecting municipal investments made in public infrastructure and for the benefit and enjoyment of their communities. For designated projects where a municipality has not put in place a MAA, having the provincial tools in this Schedule as a backstop could help to ensure public investments in connectivity are more efficient and services can be expanded faster.

Unintended Consequences of Bill 257

With that said, AMO members are still concerned that this Schedule will create the following unintended consequences if it should pass in its current form:

1. **Telecommunications is constitutionally a federal jurisdiction to regulate and the CRTC has set the conditions of access to municipal ROWs.**

The very fact that Ontario is legislating access to municipal ROWs for telecommunications could create a jurisdictional conflict between the federal government’s regime, and the one created in this Bill. This is likely to lead to legal uncertainty which could have the opposite effect than what is intended.

Ensuring that the powers in the Bill are used only as a backstop in those circumstances set out previously (designated projects must receive provincial funding AND there is no MAA in place) will help to avoid such a conflict and destabilization by limiting the focus.

2. **It is unclear how having a Municipal Access Agreements (MAA) in place or existing good faith negotiations would be treated if a Minister's Directive could be delivered at any time.**

There must be recognized supremacy of the MAA as a tool where it is in place and providers cannot go around agreements established agreements to seek Minister's orders for matters that are covered by MAAs.

3. **Municipalities will likely be in effect subsidizing telecommunications companies if directives are made to direct access to municipal service or ROWs without fair compensation.**

This is unacceptable. The timelines associated with requiring access and the Administrative Monetary Penalty (AMPs) for non-compliance are too strict and may have the opposite effect than what is intended to be a backstop mechanism.

The contemplated fines are high enough to have a significant financial impact on municipal governments and local taxpayers if the full weight of them is brought forward. The legislation should require the Ministry to establish thresholds and guidance around this section to protect municipal ratepayers.

4. **The Bill dictates access to a broad range of municipal services and property that is much wider than simply the ROWs.**

Municipal buildings and structures are also implicated the way the Bill is written (Section 11). This is a significant risk to municipal governments and taxpayers and could have significant cost implications for the sector. It is very important that the Committee limit the access to infrastructure in the municipal ROWs that will assist in helping underserved and unserved communities get better service.

Amendments for Consideration

For the reasons set out above, AMO suggests that the Committee consider the following amendments to improve the Bill, focus it on the objective of improving connectivity for unserved and underserved Ontarians and protect municipal taxpayers:

1. **Define “designated broadband project of provincial significance” to include only broadband projects that are provincially funded and that the tools be used only in those circumstances.**

This would provide proper guidance to all stakeholders and protect against changes that would have implications for municipal governments who own ROW access. It would also ensure that taxpayer funds are most efficiently deployed, and projects are municipally supported and important to the community.

2. **Require that if a MAA is in place already, there is no recourse to the ROW access orders for existing or new telecommunications providers in the municipality.**

This will ensure fairness to existing providers covered by a MAA and to municipal residents that will expect their local government to appropriately manage this infrastructure in the best interests of the community.

3. **Amend the legislation to specify that the powers in the Schedule may come into effect at a later date to allow municipal governments time to introduce MAAs.**

Municipalities, particularly those in unserved or underserved communities, may not have the adequate resources or knowledge to develop these documents. Adequate time should be given before this Bill comes into force (at least January 1, 2022), to ensure that municipal governments have enough time to prepare these agreements before the Schedule’s powers may be implemented.

AMO will help to provide members with examples and templates of agreements that can be adapted to local purposes.

4. **Ensure that the legislation is written in a way that does not see the Minister’s direction given to areas with broadband access that exceeds speeds of 50 Mbps download/10 Mbps upload.**

Municipal taxpayers cannot fairly be forced by provincial legislation to enter the business of subsidizing telecommunications companies who want to invest in communities.

5. **Make other amendments to the legislation, including:**

- Set out regulatory requirements for an escalating fine threshold that would apply based on the size of municipality/capacity to reasonably afford it. Also require guidance on fine application to be developed to such effect.
- Ensure that the Ministry “**shall**” not “may” notify a municipal service and right of access is required. That will ensure timely compliance with the order and avoid confusion.

- Consider fully whether a claim for compensation should be determined by the Local Planning Appeal Tribunal (LPAT). There are concerns about whether there is capacity and a strong knowledge base about these claims at the LPAT, and whether this will quicken the pace as intended.
- Set parameters around the person “authorized” to do a proposed excavation and dig if location of underground infrastructure is not done within 10 days by the Ontario One Call member. There must be criteria to ensure they are qualified to do the work and that liability concerns are addressed.

The concerns raised above are of concern for municipal governments and would ask the Committee to mitigate these issues.

Schedule 2, *Ontario Energy Board Act, 1998*

Municipal governments are concerned that the amendments are not scoped to those projects defined in Schedule 1. If the Schedule is not scoped to deal with only “broadband projects of provincial significance”, AMO is concerned that these changes could end up with taxpayers subsidizing costs of telecommunications companies that wish to build in urban areas.

Further, that Local Distribution Companies (LDCs) including those owned by municipalities, may see a risk to their dividends depending on how compensation levels are set. **That is why AMO is advocating for wording changes in the legislation to make payments of compensation mandatory:** *“The Minister **shall** (not may) make payments of such amounts as may be determined by the regulations in order to compensate a transmitter, distributor or other prescribed person licensed under Part V for any lost revenue arising from the application of this Part or the regulations”.*

Without this change, LDCs could see a decrease in their dividends and profitability without secured access to compensation.

It is very important that municipalities and LDCs as well as telecommunications providers have a clear and secure understanding of what is included in the Schedule and how it links to the objective of better service for unserved and underserved Ontario residents.

AMO will also have comments on the detailed regulations, as that is where many of these details around compensation and Ontario Energy Board (OEB) objectives around electricity infrastructure will be determined.

Schedule 3, *Planning Act*

The planning process in Ontario has evolved over the decades to support development in a way that reflects democratic values, property rights, public expectations and case law, all while seeking to use land in a way that fosters social good, economic growth and environmental sustainability. It is a process which is intended to provide clarity and certainty to all parties involved.

The proposed change in Bill 257 to the *Planning Act*, removes the Minister of Municipal Affairs from having to issue Minister's Zoning Orders (MZO) consistent with the Provincial Policy Statement.

On the one hand, it is understood that the Minister would still have to "have regard for" matters of provincial interest as articulated in Section 2 of the *Planning Act* when issuing an MZO. The Section 2 list is extensive and indeed covers issues that are a priority for every government seeking to ensure development in Ontario serves the public good.

On the other hand, Section 3 of the *Planning Act* builds on the matters identified in Section 2. Section 3 explains how provincial interests are to be 'regarded' through being consistent with the Provincial Policy Statement (PPS). This policy statement is a carefully crafted set of principles developed over time by many experts on the breadth of topics identified as provincial interests. It requires that all, even the Province itself, protects provincial interests by approving development that is consistent with the PPS. It explains how to balance these interests for developments, even where there may be in conflict between the provincial interests. It sets priorities.

The MZO is a tool to address complexities in the development approval process where time is of the essence to secure a significant development. It shortens the approval pathway, it excludes public consultation, it is unappealable. This tool has been in place for many years without controversy, it is powerful and needed.

However, under the existing legislation there has been assurance that while the outcome would be faster than the standard planning process, the outcome would reflect the principles of the standard planning process. In other words, a faster process but with the same outcome had it gone through the standard planning process. AMO has supported the application of MZOs where local councils are in agreement it is needed to secure a development that is likely to be approved through the longer planning process.

With this proposed amendment, Ontarians can no longer be assured of an outcome that reflects the balance of priorities that the PPS would require, and it may make some members of the public question the reasons behind declaring provincial interests in the Statement in the first place. As a result, we would recommend that the Province reconsider this schedule and choose to lead the planning process through example to ensure confidence in our planning system is maintained broadly.

Planning decisions impact our province, not just for years to come, but indelibly. The MZO tool is important and needed as is the PPS in order to achieve the best sustainable use of our land-based resources.

Conclusion

On behalf of municipal governments across Ontario, thank you for the opportunity to provide comments to the Committee. We look forward to working together on next steps.