

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:

- (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;

Licensor Site Name:
Licensor Location Code:

Licensee Site Name:
Licensee Site Number:

- (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, ISED, 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:

SCHEDULE "3"
APPROVED PLANS

Licensors Site Name:
Licensors Location Code:

Licensee Site Name:
Licensee Site Number:

SCHEDULE "4"
ADDITIONAL TERMS AND CONDITIONS

Licensor Site Name:
Licensor Location Code:

Licensee Site Name:
Licensee Site Number: