

**The Corporation of the Township of Southgate**

**By-law Number 2022-134**

**being a by-law to authorize an agreement between EH!tel Networks Inc.  
and The Corporation of the Township of Southgate**

**Whereas** the Municipal Act, 2001, Chapter 25, as amended, Section 5 (3), states that municipal power, including a municipality's capacity, rights, powers and privileges, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise; and

**Whereas** Section 8 of the Municipal Act, 2001, Chapter 25, as amended, provides that a municipality has the authority to govern its affairs as it considers appropriate and enables the municipality to respond to municipal issues; and

**Whereas** Section 9 of the Municipal Act, 2001, Chapter 25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act; and

**Whereas** it is deemed necessary and desirable that the Council of the Corporation of the Township of Southgate enact a by-law authorizing the Corporation to enter into an agreement with EH!tel Networks Inc.,

**Now therefore be it resolved that** the Council of the Corporation of the Township of Southgate enacts as follows:

1. **That** the agreement between EH!tel Networks Inc. and The Corporation of the Township of Southgate, attached hereto at Schedule A is hereby ratified and confirmed; and
2. **That** the Mayor and Clerk are hereby authorized and directed to sign the Agreement, in substantially the same form as the agreement attached hereto as Schedule "A", on behalf of the Corporation of the Township of Southgate and all other documents as may be necessary to give effect thereto; and
3. **That** where the provisions of any other by-law, resolution or action of Council are inconsistent with the provisions of this by-law, the provisions of this by-law shall prevail.

**Read a first, second and third time and finally passed this 7<sup>th</sup> day of  
September, 2022.**

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John Woodbury – Mayor

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Lindsey Green – Clerk

# **Temp Portable Tower Agreement**

**This Agreement dated the 7<sup>th</sup> day of September, 2022,  
(know as the “Agreement”)**

**BETWEEN:**

**The Corporation of the Township of Southgate**  
185667 Grey Road 9  
Dundalk, Ontario, N0C 1B0

**Hereinafter called "Southgate",**

**-and-**

**EH!tel Networks Inc.**  
A Corporation incorporated under the laws of the  
Province of Ontario having its registered office at  
392058 Grey Road 109,  
Holstein, Ontario N0G 2A0

**Hereinafter called "EH!tel",**

**WHEREAS:**

- A. Southgate owns the property at 185667 Grey Road 9, RR1 Dundalk, ON N0C 1B0.
- B. EH!tel wishes to place a portable mobile tower at the “Site”, to stop GAP in the Network.

**NOW THEREFORE** in consideration of the terms and conditions contained herein the parties hereto agree as follows:

- 1) Southgate will permit EH!tel to place a temporary “portable mobile tower” directly behind Southgate’s Township Office along the West property line of the “Site”
- 2) The “portable mobile tower” utilizes outriggers to compensate wind loading of over 100km/hr at a height 80ft. The area required is approximately 30ft x 40ft. A temporary perimeter fence is to be placed around the tower to prevent un-authorized access.
- 3) **POWER**  
A 15AMP 120V Circuit is required to power equipment attached to the portable tower. Maximum power requirement is 200watt
- 4) **TERM**  
The “portable mobile tower” may be installed upon signing of this agreement and is to be removed from the “Site” by the termination date of a maximum of 1 year. Any extension of this term must be approved by both parties prior to the expiry of the term.

5) **COMPENSATION**

EH!tel will provide compensation for HYDRO and Placement of the Portable Tower on the property at \$100/mth

6) **OWN RISK**

It is agreed and understood that the "portable mobile tower" is placed on the "Site" is at the sole risk of EH!tel. Southgate shall not be responsible for the equipment in any way, including the provision of any security, whatsoever, with the exception only of willful and deliberate damage caused by members/employees of Southgate.

7) **LIABILITY**

EH!tel shall be liable for any damage, arising out of, or in connection with, and its exercise of its rights under this Agreement. Southgate shall not be liable to EH!tel for any interference or inconvenience in any way arising out of, or in connection with, and its exercise of its rights under this Agreement.

8) **INSURANCE**

During the currency of this Agreement, EH!tel shall provide and keep in force for the benefit of Southgate, a general liability insurance in an amount of not less than \$5,000,000.00 in respect of injury to or death of any one person or property damage connected with the exercise of the rights of EH!tel pursuant to this Agreement. A copy of proof of insurance naming Southgate will be provided by EH!tel upon execution of this agreement.

**IN WITNESS WHEREOF the parties hereto have signed under the hands of their proper officers duly authorized on that behalf.**

**For the Township of Southgate**

Signature: \_\_\_\_\_  
Mayor John Woodbury

Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Clerk Lindsey Green

Date: \_\_\_\_\_

**For EH!tel Networks Inc.**

Signature: \_\_\_\_\_  
Antonius (Twan) Peeters

Date: \_\_\_\_\_

Witness: \_\_\_\_\_