

The Corporation of the Township of Southgate

By-law Number 2022-128

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 7th day of
September, 2022.**

John Woodbury – Mayor

Lindsey Green – Clerk

Hopeville POP Site Agreement

An Agreement made this 7th day of September, 2022.

(Known as the "Agreement")

BETWEEN:

The Corporation of the Township of Southgate

RR#1 Dundalk

185667 Grey Road 9

Holstein, Ontario, Canada

NOC 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, Canada

N0G 2A0

Hereinafter called "EH!tel",

WHEREAS:

- A. Southgate owns property at RR#1 Dundalk, 185667 Grey Road 9, Ontario Canada, NOC 1B0, known as the Southgate Township "Office", OR at 185450 Grey Road 9 Southgate, Ontario Canada, NOC 1B0, known as the Proton Community Park "BallDiamond". Hereinafter referred to as the "Hopeville POP"
- B. EH!tel wishes to build a Communications Shelter at the "Hopeville Site" for Fibre Optic Point of Presence (POP) and network equipment.

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

- 1) **POP.** Southgate will permit EH!tel to erect a new communications POP as per Appendix A (Hopeville Site Plan). The POP's consist of a steel clad insulated wood frame structure. The POP is 10' in width x 10' in length.

- 2) **Building Permit.** EH!tel will be required to acquire all necessary building permits and be subject to appropriate building fees and charges.
- 3) **BOLLARDS.** EH!tel will install protective bollards at the corners of the new building structure where required by the Southgate Public Works Manager to protect the EH!tel property from damage.
- 4) **Conduits.** EH!tel is permitted to install underground conduits from the POP's to the ROW (Right of Way) as per Appendix A. Conduits include the following items:
 - (a) Multiple conduits with fibre optic cables
 - (b) Conduit for hydro and associated power lines as per Power layout

All conduits are to be installed at a minimum depth of 3ft. EH!tel is responsible to: Obtain locates, use material specifications that meet or exceed regulatory requirements, restore the sites to as good or better than previous condition. EH!tel will provide Southgate with AsBuilt drawings of all new underground conduits installed within 90days of completed project construction. EH!tel will also provide locates of its underground infrastructure when requested to do so, that exists on Southgate property and the adjacent road allowance, with the exception of utility owned installations when applicable (Example: Enbridge Natural Gas)

- 5) **Generator.** Southgate will permit EH!tel to install a propane powered stand by auto-failover generator to be placed adjacent to the shelter on a concrete pad. The pad has an area of 10ft in depth, and 4ft in length. The pad is to lag down the generator and placement of a propane tank (if required). EH!tel will consult with the Ministry of Environment and Climate Change to apply for and acquire any air ECA permits if required. Natural gas or propane lines are to be installed by a licensed technician/contractor.
- 6) **Hydro.** EH!tel will apply for a separately metered hydro connection from the applicable utility. Hydro will be billed directly to EH!tel's account by the utility. All electrical installations are to be installed as per ESA requirements.
- 7) **Access.** Southgate will permit EH!tel, and/or its authorized representatives or Tenants access to the POP 24/7
- 8) **Tenants.** EH!tel may and is permitted to enter into agreements permitting Tenants to access and utilize the POP, through other independent agreements.
- 9) **Duration.** This agreement is for 20 years and is renewable thereafter by execution of an extension agreement. This agreement shall extend to and be binding not only on the parties to it, but also upon the successors and assignees.
- 10) **Compensation.** Upon initiation of service, as a benefit of this agreement, EH!tel will compensate Southgate with services as follows;
 - (a) EH!tel will provide the Southgate Township "Office" at 185667 Grey Rd 9 with a Free 1gb download/ 40Mb upload, Internet service connection, upon completion of Fibre Network and POP Construction. A value of \$135.95/mth
- 11) **Insurance.** Prior to construction, and thereof 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. Prior to construction, EH!tel will provide Southgate with an updated insurance

certificate and acceptance of liability that reflects the addition infrastructure being installed on Southgate property. Southgate may request an updated certificate from time to time during the currency of this agreement.

- 12) **WSIB.** Prior to construction, EH!tel will provide Southgate with a WSIB certificate. Southgate may request an updated WSIB certificate from time to time.
- 13) **OWN RISK.** It is agreed and understood that the "POPS" and associated equipment and lines, shall be there at the sole and only risk of EH!tel. Southgate shall not be responsible for equipment in any way, including the provision of any security, whatsoever, with the exception only of willful and deliberate damage caused by employees of Township of Southgate.
- 14) **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 caused by damage to any part of the Equipment, or by repairs, alterations, improvements or construction at the "Hopeville Site".

Schedule A

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

Approval: _____

Approval: _____

For EH!tel Networks Inc.

Approval: _____

Date: _____

SCHEDULE A
Appendix 'A'
SITE PLAN FOR 'HOPEVILLE POP'


(Example shown is POP 751 in Wellington County)



Description

Hopeville 'POP' is proposed to be installed at;

185450 Grey Road 9, Southgate, On N0C 1B0 - Proton Community Park. Proposed approx. 30m west of laneway entrance and approx. 13m from Road allowance.

185450 Grey Road 9 “Hopeville POP”  See image below
Installation of Conduit from Vault at R.O.W to the ‘POP’. Duct size (14mm outer diameter x 10mm inner diameter) terminated at vault at the POP.



Access

At the 'POP', EH!tel will install protective bollards at the corners of the new building structure where required by the Southgate Public Works Manager to protect the EH!tel property from damage. EH!tel will have access availability 24/7.

Propane Hookup

Contractor to supply 450L propane tank and connect a Generator supplied by EH!tel, 11Kw Briggs & Stratton 40592 Fortress.

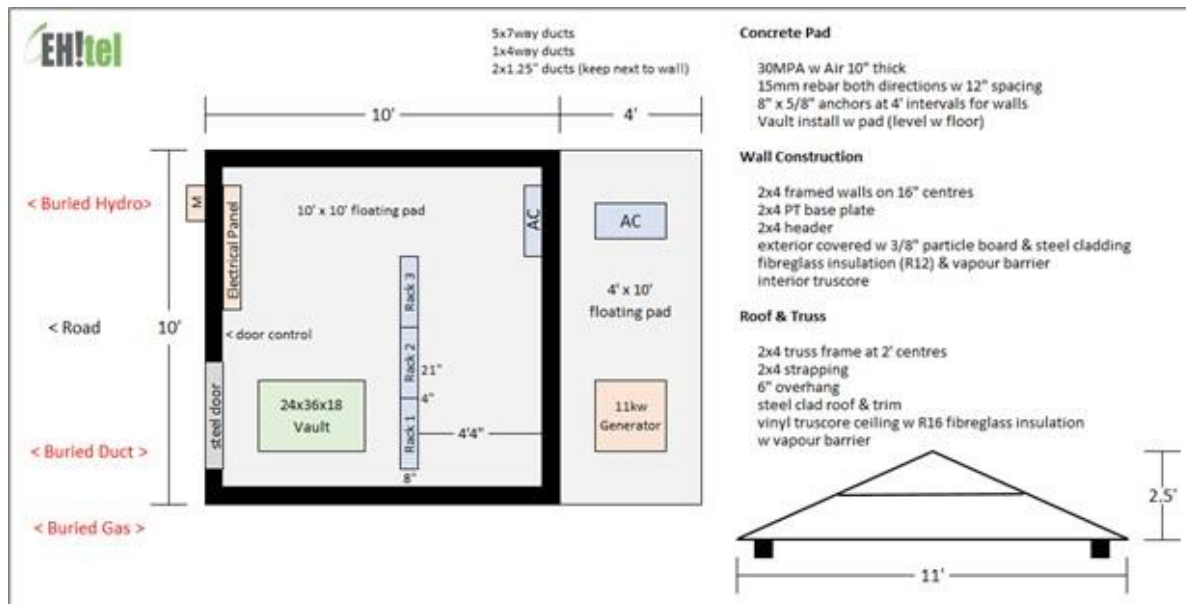
POP Layout

'POP' door is facing the road. A 2-foot buffer between the concrete pad and perimeter fence is to be maintained. 2-foot-wide buffer with Pea stone to be placed around the concrete pad to prevent vegetation and minimize maintenance. Vault is placed in the pad to permit access and store fibre coils.

EH!tel logo and phone number published on door. 3 outdoor security cameras, 1 interior camera and placard notifying "video surveillance" placed on the building.

Exterior Colour Scheme:

- Roof – White steel Cladding
- Walls - Grey/Green (choice available) steel cladding
- Trim – White



Electrical Requirements

Contractor to supply and install as follows:

- 100amp metered service.
- Split Air Conditioner (provided by EH!tel) 20amp circuit – indoor/outdoor
- 11Kw Generator and auto-mated transfer switch (provided by EH!tel)
- Switched 2 LED 4ft lights – ceiling
- 30 amp twist lock receptacle – ceiling above rack
- 15 amp receptacles – next to door + two on ceiling above rack
- LED exterior light low impact facing down