

EH!tel Main Street Dundalk Project Agreement

This AGREEMENT made in duplicate on the 19th day of June, 2019

BETWEEN

The Corporation of the Township of Southgate
Hereinafter called the "Township"
Being the Party of the FIRST PART

-and-

EH!tel Networks Inc.
Hereinafter called "EH!tel"
Being the Party of the SECOND PART

WHEREAS EH!tel is the telecommunications provider involved with the Main Street Dundalk reconstruction project and have partnered with their works to be included in the Triton Engineering Services Limited tender.

AND WHEREAS the Township has deemed it advisable and in the public interest to enter into an agreement with EH!tel as service provider of internet communications.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of one dollar (\$1.00), paid by EH!tel to the Township the receipt of which is hereby acknowledged, EH!tel covenants and agrees with the Township to provide, to the satisfaction of and at no expense to the Township, the following:

- 1.** All works related to the installation of conduits, vaults and equipment supplied by EH!tel and installed by Moorefield Excavating Ltd. will be itemized by Triton for payment. The Township of Southgate will be invoiced for these works and payment will be made to Moorefield Excavating Ltd. with the Township invoicing EH!tel for their works and EH!tel making payment to the Township within 10 days of issuance.
- 2.** EH!tel shall provide the Township with a form of securities with a Letter of Credit, or an initial payment of \$25,000.00 to be held in trust. Should default of payment occur, the Township shall be authorized to use the securities for payment. The estimated tendered price from Moorefield Excavating Ltd. for the EH!tel cost of work is \$139,395.00 plus HST. The final invoice will be applied from the securities being held for payment.

3. Covenants

EH!tel hereby acknowledges that municipal approval of this agreement relating to the lands described on Schedule "A" in no way binds the Township or indicates support for any other development on the said lands.

4. Inspection

The Township or any person authorized by the Township shall have the right at all times to be on site and/or inspect the work provided for in this agreement.

5. Liability Insurance

EH!tel shall provide proof of liability insurance certificate annually and keep in force until the date of acceptance of the entire work by Southgate, a comprehensive policy of public liability and property damage insurance acceptable to the municipality. The policy must provide insurance coverage in respect of any one accident to the limit of at least \$2,000,000.00 exclusive of interest and cost, against loss or damage resulting from bodily injury to, or death of, one or more persons and loss of or damage to property. The policy shall name the municipality as an additional insured thereunder and shall protect the municipality against all claims for all damage or injury including death to any person or persons and for damage to any property of the municipality or any other public or private property resulting from or arising out of any act or omission on the part of the Contractor or any of his servants or agents during the execution of the contract. EH!tel shall forward a certified copy of the policy or certificate thereof to the municipality before the work is started.

6. Indemnity

- I.** EH!tel agrees that it shall save, defend, keep harmless and fully indemnify the Township from and against all manner of actions, suits, claims, executions and demands which may be brought against or made upon the Township from and against all loss, costs, charges, damages and expenses which may be sustained, incurred or paid by the Township arising in any way by reason of any work performed or approvals to be obtained by EH!tel pursuant to this agreement.
- II.** Notwithstanding anything to the contrary, the Township acknowledges and agrees that the foregoing indemnity from EH!tel shall not apply to any loss, costs, damages and expenses arising from the gross negligence or wilful misconduct of the Township.
- III.** The obligations of EH!tel to indemnify the Township under the provisions of this agreement shall survive any termination of this agreement, notwithstanding anything to the contrary.

7. Approvals

EH!tel will be required to obtain all necessary permits or approvals shall be obtained by EH!tel prior to construction. The signing of this Agreement by the Township shall not be construed to mean that permits or approvals will necessarily be granted.

8. Notices

Any notices to be given under this agreement shall be delivered in person, by prepaid registered mail or by confirmed facsimile transmission as follows:

To EH!tel:

EH!tel Networks Inc.
Attn: Mr. Twan Peeters
392058 Grey Road 109
Holstein ON
N0G 2A0

To the Township:

Township of Southgate
Attn: Public Works Manager
185667 Grey Road 9
Dundalk ON
N0C 1B0

In the case of a notice required by this agreement to be given to a specific official of the Township, the notice shall be made to the attention of such official.

9. Binding

This agreement shall be binding upon and endure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns until such time as the license is surrendered.

Any delay or failure of the Municipality to enforce its rights pursuant to this Agreement shall not constitute a waiver of its rights to enforce any provision of the Agreement.

10. Severance of provisions

If any individual provision(s) of this agreement is or are determined by a court of competent jurisdiction to be illegal or beyond the power, jurisdiction or capacity of any party bound by this agreement, such provision shall be severed from this Agreement if both the Mayor and the Township agree and the remainder of this Agreement shall continue in full force and effect, *mutatis mutandis*. In such case, Reeve and the Township agree to negotiate in good faith to amend this agreement in order to implement the intentions as set out in this Agreement.

Time of the Essence Time shall be of the essence of this Agreement.

IN WITNESS WHEREOF the Parties have executed this agreement by their respective officers duly authorized in that behalf, so of the date set out below.

EH!tel Networks Inc.

The Corporation of the Township of Southgate

EH!tel Networks Inc.
We have the authority to bind the Corporation
Date: _____

Mayor

Clerk

Date: _____
We have the authority to bind the Corporation