

THIS AMENDING AGREEMENT made this 26th day of April 2012

BETWEEN:

THE CORPORATION OF THE TOWN OF OAKVILLE

hereinafter referred to as the "Licensor"

OF THE FIRST PART

-and-

THE REGIONAL MUNICIPALITY OF HALTON POLICE SERVICES BOARD

hereinafter referred to as the "Licensee"

OF THE SECOND PART

WHEREAS pursuant to a licence (hereinafter referred to as the "Licence") dated May 21, 1996 between the Licensor and Licensee, the Licensor licensed to Licensee the lands (hereinafter referred to as the "Lands") described in the Licence for the purposes of installing Equipment as set out in the Licence;

WHEREAS the parties renewed and amended the Licence on January 1, 2011;

WHEREAS on December 19, 2011, Council for the Town of Oakville approved the following:

"That the licence agreement between the Town and HRPS be revised as may be required, to the satisfaction of the Town Solicitor, to accommodate the HRPS/Bell Antenna Co-Location project on the HRPS tower behind Fire Station 1 upon confirmation by the HRPS that the modifications to the tower will not preclude the Town's installation, maintenance and operation of its radio antennas on the tower";

WHEREAS the Licensee has confirmed that the Licensee/Bell Antenna Co-Location project will not preclude the Licensor's installation, maintenance and operation of its own radio antennas on the tower;

AND WHEREAS the Licensor has indicated to the Licensee that it wishes to exercise its right pursuant to section 6 of the Licence to install its own voice and/or data radio antennas on the Equipment related to the Licensor's own radio system;

NOW THEREFORE in consideration of the mutual covenants set forth below, the Licensor and Licensee (collectively the "Parties") agree as follows:

1. The truth and accuracy of the foregoing recitals is hereby confirmed and such recitals are hereby incorporated into and form part of the Licence and this Agreement.

2. Schedule "A" of the Licence shall be replaced with the attached Schedule "A" to reflect modifications that have been made to the Licensor's lands described as the "Licensed Space".
3. The Licensee shall provide the Licensor with a copy of all "Safety Code 6" analyses performed on its behalf.
4. The Licensee shall, at its sole expense, remove its former radio antenna systems that have been upgraded on the Equipment, once they have been decommissioned, which the Licensee anticipates to be not later than August 2012.
5. The Licensee shall provide the Licensor with a copy of their engineer's structural analysis and all "as built" engineered diagrams of the Equipment.
6. The Licensee shall make commercially reasonable efforts to maintain its Equipment in good repair, in accordance with applicable standards of the Canadian Standards Association and Industry Canada, as well as in accordance with sound engineering standards, including keeping all areas around the Equipment and the Shelters (particularly after work has been performed) neat, clean and tidy and free and clear of all debris, material and tools.
7. Section 11(b) of the Licence shall be replaced with the following:
 - 11(b) The Licensor, its contractors, agents and employees shall not be liable for any death, injury, or damage to or loss of property, of Licensee or Bell Mobility Inc., their employees, agents or invitees occurring on or about the Licensed Space. Furthermore, the Licensor shall not be liable, whether in contract or in tort or otherwise, for any injury, loss or damage (including without limitation, consequential, indirect or direct damages) incurred or sustained by Licensee or Bell Mobility Inc. as a result of the provision of any services or facilities by Licensee or Bell Mobility Inc., their employees, agents or contractors. The Licensee will indemnify the Licensor and save it harmless and defend any and all losses or claims, actions, demands, liabilities and expenses (including legal fees) in connection with loss of life, personal injury and/or damage to or loss of property arising out of any occurrence in or about the Licensed Space, or caused wholly or in part by any act or omission of Licensee or Bell Mobility Inc. or their employees, agents or invitees, or the presence of their Equipment.
8. Section 12(a) of the Licence shall be replaced with the following:
 - 12(a) The Licensee shall obtain and maintain, at its own expense, and at all times during the term of this Agreement or any renewal or extension thereof, the kinds and amounts of insurance as specified below:
 - (i) All-Risk Property Insurance covering the full insurable replacement cost of its Equipment, including the Licensee's Shelter and the Equipment located pursuant to the terms of this Agreement;

- (ii) Comprehensive General Liability Insurance in an amount not less than Five Million Dollars (\$5,000,000) per occurrence for Bodily Injury and Property Damage or such higher amount as a prudent licensee of similar facilities would take out and maintain; and
- (iii) Workplace Insurance or other similar provincial insurance.

Within ten (10) business days of the execution of this Agreement and thereafter on the next and all succeeding anniversary dates of this Agreement, Licensee shall provide certificates evidencing that said coverages are in force and shall also notify Licensor in advance of any material change adverse to Licensor in coverage or cancellation of any policy. If any such policies are materially changed, in a manner which is adverse to Licensor or cancelled and the change is not rectified or the policy is not brought into good standing within seventy (70) hours of the event taking place, Licensor shall have the right to terminate this Agreement.

9. In accordance with the Licence, the Parties confirm that any and all additions, changes or modifications whatsoever to the Licensor's lands, including but not limited to, any digging, grading or otherwise disturbing the land or placement of any equipment or structures at or below grade, shall be subject to the prior written consent of the Licensor.
10. Any required remediation to the Equipment that has been approved by the Licensor in accordance with paragraph 9 shall be completed and contracted by Licensee at its sole expense. Copies of all inspection reports and completed remediation work orders are to be provided to the Licensor.
11. The Parties agree that there shall be no assignment, transfer, or sub-licence of the Licence granted without the prior written consent of the Licensor, which consent shall not be unreasonably withheld.
12. The Licensor covenants that should it ever transfer, sell or otherwise dispose of its interest in the Lands, the Licensor will provide such transferee or purchaser with a copy of the Licence and this Agreement and will use reasonable commercial efforts to cause the transferee or purchaser to take an assignment of and assume the obligations of Licensor under this Agreement.
13. The Licensor shall be permitted by the Licensee to install antennas related to its radio systems on the Equipment in accordance with the terms and conditions of a Co-Location Licence Agreement, dated April 26, 2012, attached as Schedule "B" and incorporated by reference into the Licence, as amended.
14. Section 16 of the Licence shall be amended as follows:
 1. Notices to the Licensor at:

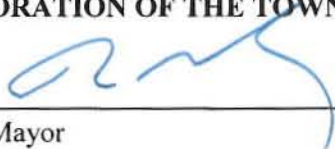
The Corporation of the Town of Oakville

Legal Department
1225 Trafalgar Road
Oakville, ON L6H 0H3


15. Except as modified pursuant to this renewal agreement all of the provisions of the Licence remain in full force and effect *mutatis mutandis*.

IN WITNESS WHEREOF the parties have executed these presents as of the 26th day of April 2012.

THE CORPORATION OF THE TOWN OF OAKVILLE

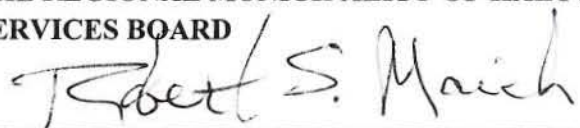


Rob Burton, Mayor



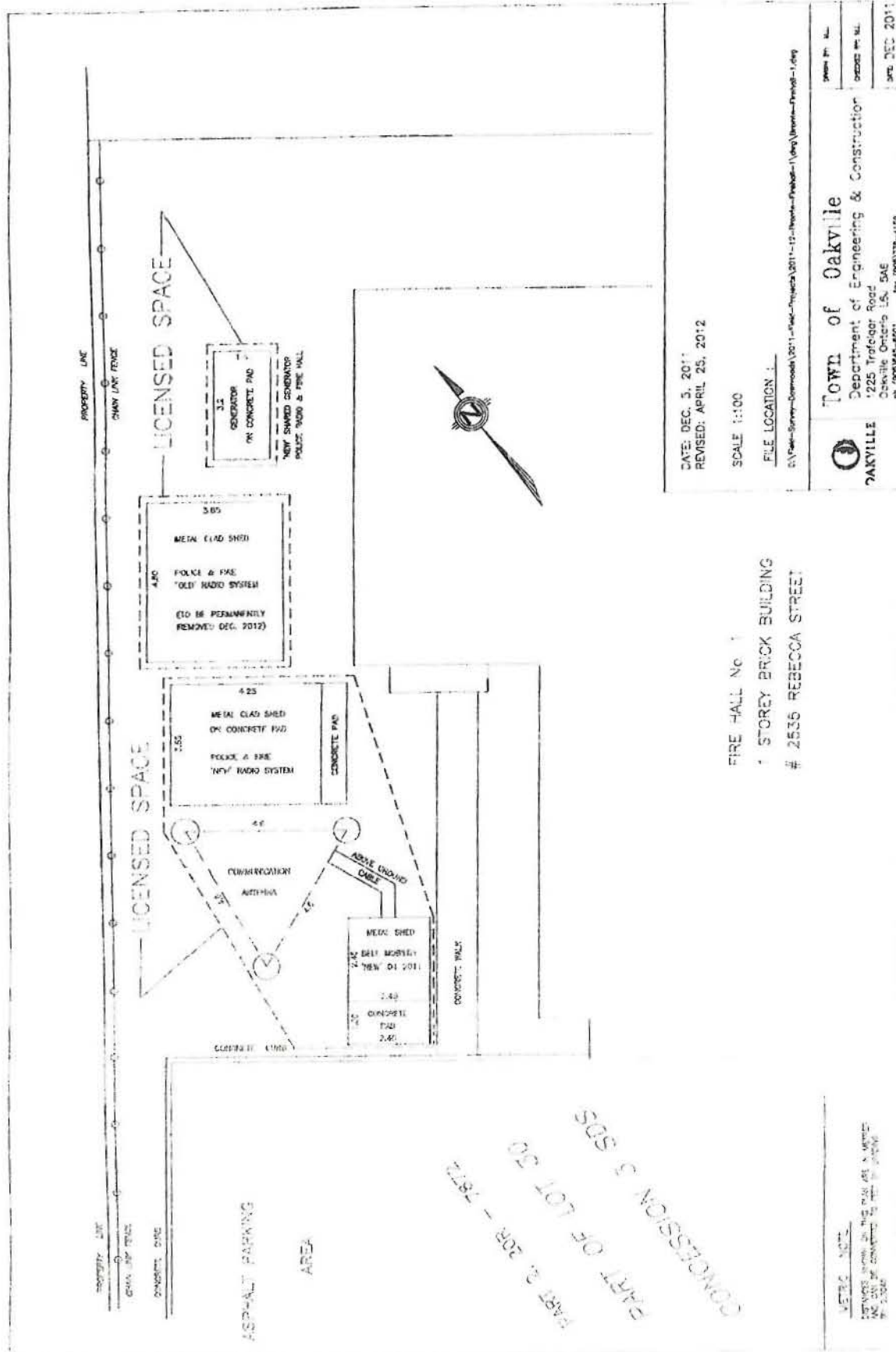
Cathie Best, Town Clerk

**THE REGIONAL MUNICIPALITY OF HALTON POLICE
SERVICES BOARD**



Robert Maich, Chairman





SCHEDULE "B" TO A LICENCE DATED MAY 21, 1996, AS AMENDED, BETWEEN THE CORPORATION OF THE TOWN OF OAKVILLE ("Licensee") AND THE REGIONAL MUNICIPALITY OF HALTON POLICE SERVICES BOARD, ("Licensor")

THIS CO-LOCATION LICENCE AGREEMENT made this 26th day of April 2012.

BETWEEN:

THE REGIONAL MUNICIPALITY OF HALTON POLICE SERVICES BOARD

("Licensor")

-and-

THE CORPORATION OF THE TOWN OF OAKVILLE

("Licensee")

WHEREAS pursuant to a licence (hereinafter referred to as the "Licence") dated May 21, 1996 between the Licensor and Licensee, the Licensee licensed to Licensor lands (hereinafter referred to as the "Lands") described in the Licence for the purposes of installing transmitting and receiving Equipment as defined in the Licence;

WHEREAS the parties renewed and amended the Licence on January 1, 2011, and further amended the Licence on April 24, 2012;

WHEREAS the Licensee has indicated to the Licensor that it wishes to exercise its right pursuant to section 6 of the Licence to install its own voice and/or data radio antennas on the Equipment (namely the Licensor's radio tower, hereinafter referred to as "the Tower"), as more particularly described in Schedule "B" attached hereto ;

NOW THEREFORE in consideration of the mutual covenants set forth below, Licensor and Licensee (collectively the "**Parties**") agree as follows:

1.0 LICENSE

1.1 Licensor grants to Licensee a non-exclusive license during the Term and each extension as follows:

- (a) In accordance with the terms and conditions of this Agreement, the right to place operating Equipment described in Schedule "B" for purposes of installing, maintaining, repairing, modifying, removing, replacing and operating Equipment; and
- (b) The right to install, operate, maintain, repair, modify, remove, add and replace from time to time, at Licensee's sole cost and in accordance with the terms and conditions of this Agreement, the telecommunications antennas, equipment, devices, communications and

utility cables, grounding cables and lines (interior and exterior), and other equipment as shown and described on Schedule "B" (collectively called the "**Equipment**") on, at, and to:

- (i) The locations shown on the Tower, as shown on the Plans and Drawings set in Schedule "C".

- 1.2 **Rights & Approvals.** Licensee shall, at its sole cost and expense, obtain all necessary rights, approvals and consents regarding this Agreement, including the installation, operation, maintenance and removal of the Equipment, from all applicable federal, provincial or municipal authorities having jurisdiction and the Licensor shall cooperate therewith. Licensee shall, immediately upon request, provide to the Licensor written proof that Licensee has obtained such rights, approvals and consents that may be required.

2.0 TERM

- 2.1 **Term.** This Agreement shall have a term (the "Term") beginning on the date of the commencement of installation of the Equipment by the Licensee (the "**Commencement Date**") and ending at midnight on December 31, 2020, unless earlier terminated pursuant to Article 10.0.
- 2.2 **Rights of Extension.** Subject to this section 2.0, provided that Licensor maintains its rights to use or occupy the Lands, the Licensee shall have the right to extend the Term on a year-to-year basis under the same terms and conditions in effect at that time of extension ("the Renewal Term). The right shall automatically take effect unless Licensee specifically provides written notice to Licensor that Licensee elects not to exercise any such right at least one hundred and eighty (180) days prior to the end of the Term or applicable Renewal Term.
- 2.3 **Term and Prior Right.** The Licensor holds access to the Lands by way of the Licence. The foregoing rights of renewal shall not exceed Licensor's tenure, including renewals under the Licence and, if for any reason whatsoever Licensor's tenure under the Licence to the Lands should end, then this Agreement shall also come to an end on the same date as the end to the Licence.

3.0 FEES

- 3.1 **License Fees.** For the rights granted to Licensee under this Agreement, Licensee shall pay to Licensor the license fees ("**License Fees**"), plus all applicable taxes, as described further in Schedule "A".
- 3.2 **Timing/Late Payments.** Licensee shall pay to Licensor all payments due pursuant to this Agreement on an annual basis, which in the case of License Fees shall be payable in full on the first day of the year. If the Term commences on a day other than January 1st, then the annual fees License Fees for that year shall be prorated.
- 3.3 **Waiver of Offset.** Licensee hereby waives and renounces any and all existing and future claims, offsets and compensation against any Licence Fees and Additional Fees and agrees to pay such fees regardless of any claim, offset or compensation which may be asserted by Licensee or on its behalf at any time.
- 3.4 **HST.** All License Fees and Additional Fees and other amounts and charges payable pursuant to this Agreement do not reflect applicable taxes. Licensee shall be responsible for the payment of all

applicable taxes including any harmonized sales tax.

4.0 SITE WORK/EQUIPMENT/ ACCESS

4.1 General

- 4.1.1 **Approved Drawings.** All work, including installing, maintaining, repairing, removing and replacing Equipment on the Tower, shall be carried out in accordance with drawings first prepared by Licensee at its cost and approved by Licensor acting reasonably, herein referred to as the "Approved Drawings" set out in Schedule "C", the Site Rules and Regulations set out in Schedule "D", and the Site Installation Minimum Standards as set forth in Schedule "E".
- 4.1.2 **Safety and Maintenance.** Licensee shall install, operate, maintain, repair, modify, remove, and replace from time to time, its Equipment, which shall be maintained in a good and workmanlike manner, all in accordance with sound engineering standards, including keeping all areas around the Equipment (particularly after work has been performed) neat, clean and tidy and free and clear of all debris, material and tools, all in accordance with Licensor's Site Installation Standards. To the extent Licensor has agreed to install, repair and maintain the Tower, Licensor or its contractors, as the case may be, shall do so in a good and workmanlike manner in accordance with sound engineering standards.
- 4.1.3 **Maintenance of Tower.** Licensor shall make commercially reasonable efforts to maintain the Tower in good repair, in accordance with applicable standards of the Canadian Standards Association and Industry Canada.
- 4.1.4 **Qualifications of Licensee's Contractors etc.** Prior to each entry onto the Tower to install (or remove or relocate as required herein) the Equipment and Waveguide Bridge, the Licensee will provide Licensor with full particulars of the work which it proposes to carry out on the site or Tower, including, but not limited to, the names and qualifications of the Licensee's employees or contractors who will be carrying out the work. The Licensee's employees and contractors must be competent as defined by Canada Labour Code part II, have First Aid/CPR and Tower Rescue training, RF training as per Safety Code 6, liability insurance and workmen's compensation. All such Licensee employees and contractors must be pre-approved by Licensor.
- 4.1.5 **Service Interruptions.** Licensee acknowledges and agrees that the operation of its Equipment and the availability of facilities in the site, including electrical power or other utilities, may be interrupted from time to time in cases of accident and emergency and in order to carry out maintenance, repairs, alterations, replacements, upgrading or for any other reasonable reason required by Licensor. For greater clarity, for any planned disruption of electrical power or other utilities which is caused or ordered by Licensor, Licensor shall provide forty eight (48) hours prior notice and will make commercially reasonable efforts to minimise the duration of the planned disruption of electrical power or other utilities. During periods of such interruption, any obligation of Licensor to provide use and access to such systems and facilities shall be suspended.

4.2 Licensee's Work

- 4.2.1 **Modification of Equipment.** Licensee may only make modifications or additions to the Equipment within the Licensee's Space and within the Waveguide Bridge, with the prior consent

of Licensor. Licensee may request to make modifications or additions to its Equipment on the Tower, in accordance with amendments to the Approved Drawings which amendments shall require prior approval by Licensor, such approval not to be unreasonably withheld.

4.3 Licensee's Equipment

4.3.1 Relocation of Equipment and Waveguide Bridge & Emergencies. Licensee acknowledges and agrees that Licensor shall have the right from time to time upon sixty (60) days prior written notice to the Licensee to relocate Licensee's Equipment and Waveguide Bridge on the Tower at no cost to the Licensee provided that performance, signal reception and coverage of Licensee's Equipment shall not be affected in any material way. If at any time Licensor reasonably apprehends an imminent or immediate emergency such as a substantial threat or danger to human health or life, the environment or to real or personal property of Licensor or others, including those emergencies which arise from one or more breaches of a standard or rule required or acknowledged by this Agreement, safety or other work practices and procedures, or that might otherwise affect the provision of service by Licensor, Licensor may, within its sole reasonable discretion:

- (a) Relocate the Equipment immediately and shall provide to Licensee notice of the relocation as soon as reasonably practical in the circumstances; or
- (b) Take whatever steps that may be necessary to eliminate any danger or interference and suspend any and all services and/or facilities including changes to electrical power to be provided hereunder until such time as the danger or interference has been eliminated or sufficiently mitigated and provide to Licensee notice, if practicable, prior to suspension, or otherwise as soon as is reasonably practical thereafter.

4.3.2 Removal

- (a) On or before the expiration of Term of this Agreement, or within sixty (60) days from the termination of this Agreement in the event it is terminated prior to the expiration of the Term, Licensee at its own cost shall arrange to remove all of the Equipment and Waveguide Bridge from the site, subject to section 4.3.2 (c) any such removal to be carried out in accordance with the terms of this Agreement, notably section 4.1.4.
- (b) Unless otherwise agreed to with the Licensor, Licensee or its contractors shall, at Licensee's cost and expense, remove all Equipment and Waveguide Bridge on or attached to the Tower, excluding any attachments to the Tower other than Licensee's lines and antennas, and Licensee shall be responsible for making adequate arrangements with Licensor for the removal of such Equipment and Waveguide Bridge.
- (d) Licensee agrees, at its cost and expense, to have the site restored to the condition it was in prior to the installation of the first item of Equipment and Waveguide Bridge, reasonable wear and tear accepted, and to ensure such restoration is completed within sixty (60) days of the termination of this Agreement.

If any of the foregoing work is not completed within the time periods provided, Licensor may, but shall not be obliged to, complete the work on behalf of Licensee, the fees for which will be due and payable by Licensee upon presentation of an invoice from Licensor.

4.3.3 Identification of Equipment, Signs. Licensee shall identify its Equipment and Waveguide Bridge

including cables by labelling same in a manner satisfactory to Licensor and in accordance with accepted industry practice. Licensee shall not paint, display, inscribe or affix any sign, symbol, notice, advertisement, display or direction of any kind anywhere on the Tower other than signs or labels for identifying Equipment approved by Licensor.

4.3.4 **Site License Data.** Licensee agrees its Equipment and Waveguide Bridge shall at all times be as set out and described in Schedule B and shall comply with the Site License Data set out and described in Schedule B.

4.3.5 **Ownership.** Licensee represents and warrants to Licensor that Licensee is the owner or lessee of the Equipment and Waveguide Bridge, subject only to financing or leasing arrangements that may exist from time to time. Subject to section 4.3.3, the Equipment, Waveguide Bridge, and Licensee's Shelter (if applicable) will remain the property of the Licensee, notwithstanding the attachment or affixation of any of the Shelter and the Equipment and Waveguide Bridge to the site in any manner.

4.4 **Licensor's Work**

4.4.1 **Work by Licensor.** Notwithstanding anything to the contrary herein, all Work on the Tower but excluding inside the Licensee's Space and excluding the Waveguide Bridge if the Waveguide Bridge is owned by Licensee, shall be exclusively carried out by or shall be subject to prior approval by Licensor. If Licensor is requested to carry out Work, Licensee shall deliver, at Licensee's sole cost and expense, the Equipment and all replacement parts necessary to perform the necessary Work and provide to Licensor all documentation and manufacturer's specifications necessary for the Work. Charges for all Work completed by Licensor at the request of Licensee, shall be at Licensor's or Licensor's contractors' reasonable labour rates applicable to the time period in which the Work was performed. Licensee shall be responsible for any permits or licenses required to carry out the Work and own or operate the Equipment and Waveguide Bridge, or otherwise required in connection therewith. All Work shall be performed as soon as possible and within the usual response time for similar work ordinarily performed on Licensor's facilities.

4.4.2 **Payment for Licensor Work.** Licensee agrees to pay Licensor within thirty (30) days of presentation of invoices for all work done or carried out by Licensor or its agents or contractors at commercially reasonable rates established from time to time by Licensor, which rates shall be available for inspection upon request by Licensee. Licensee shall be entitled, at its cost, to have a person present to supervise any work carried out by Licensor on Licensee's behalf.

4.4.3 **Alterations by Licensor and Other Parties.** Licensee acknowledges that from time to time Licensor may make changes, additions and improvements to the Licensor's Equipment, including the Tower and Licensor's Shelter, and may from time to time add other equipment to the Tower. Licensor shall make all reasonable efforts to avoid any disruption in Licensee's operations during any such changes, additions and improvements.

4.5 **Access**

4.5.1 **Access to Site.** Licensor shall provide Licensee and its authorized representatives and agents uninterrupted access to the Equipment within the Cable Bridge, but not to the Equipment attached to or connected to the Tower without prior notice and approval from Licensor. For purposes of responding to emergencies, the Parties shall establish and exchange telephone numbers whereby

each party may contact the other, twenty-four (24) hours a day, seven (7) days a week.

5.0 ELECTRICAL POWER

- 5.1 **Electricity Charges.** Electrical supply to the Licensee's Equipment shall be provided by Licensee at its sole expense. It shall be the sole responsibility of the Licensee to provide any necessary back-up power supply. If Licenser is required, acting reasonably, to arrange or provide any service or maintenance regarding the Licensee's electrical supply, the costs of such service or maintenance will be borne by and passed on to the Licensee.
- 5.2 **Electricity Estimate.** Licensee shall pay for the electrical connections and all electricity charges attributable to Licensee's operations at the site and operation of the Equipment by having installed a separately metered electrical service.
- 5.3 **Electrical Upgrade.** Should Licenser elect to upgrade its electrical service for its own benefit and the benefit of Licensee at the same time, Licensee shall pay for its proportionate share of the upgrade
- 5.4 **Electrical Interference.** If electrical power supplied by Licenser causes interference with the proper operation of the Licensee's Equipment or any other equipment at the site, Licensee will be responsible for providing, at Licensee's sole cost and expense, any filtering or regulating devices which may be necessary to correct the interference.
- 5.5 **Emergency Generator.** If in Licenser's sole opinion (allowing for its own use and use by other parties, proposed or otherwise, of the emergency power generator at the site ("**Emergency Generator**")), there is or will be sufficient capacity in the Emergency Generator for use by Licensee and if technologically feasible, Licenser shall allow Licensee to install electrical connections to the Emergency Generator for emergency use by Licensee in case of any failure of electrical service to the site. Licensee shall pay to Licenser promptly on demand for all electricity consumed from the Generator together with a fee for the use, maintenance and operation of the generator determined by Licenser, acting reasonably, on the proportion of use, both actual and anticipated, by Licensee. Any invoice for Licensee's proportionate share of electricity will be accompanied by the appropriate back-up materials. If Licensee has paid more than the back-up materials indicate, the excess will be refunded within not more than thirty (30) days after the delivery of the back-up materials.

6.0 INTERFERENCE

- 6.1 **No Interference.** Licensee covenants that Licensee's operation of its Equipment shall not cause interference or degradation of any other signals lawfully transmitted or received within or on the site. Licensee, Third Parties and Licenser shall co-operate with each other and with any and all other licensees of the Tower in testing and carrying out any modification that may be necessary to ensure proper functioning of all services using the site, the Equipment Shelter and the Tower, and the covenant of Licensee hereunder shall be deemed to enure not only to the benefit of Licenser but also to the benefit of all other present and/or future licensees on the Tower from time to time.

6.2 **Cause of Interference.** Should interference develop at any time between the signals of two or more users of the Tower, including Licensee, Licensee shall co-operate in the determination of the cause of such interference. If Licensee is shown to be the party or a party responsible for causing the interference, it shall take immediate steps to eliminate the interference at its own expense. Where considerations of cost or engineering simplicity indicate that a modification to apparatus owned or operated by Licensee or other user(s) will provide the most expedient solution to any interference problem, such modifications shall be made, notwithstanding that such apparatus may not be the direct cause of the interference; provided that any such modification will not adversely affect the operation or performance of the said apparatus and that the cost thereof be borne by the party responsible for such interference.

6.3 **Cessation of Interference.** Notwithstanding the above, in the event that any of the installations of Licensee at the site, including its antenna and Equipment and/or any modifications thereof from time to time, is proven to cause interference in any way with the facilities of any party having operations on the Tower, which party's facilities existed at the time of installation or modification of the Licensee Equipment causing the interference, then subject to the Rules and Regulations in Schedule D, Licensee shall take steps at its own expense to eliminate such interference:

- (a) within four (4) hours if interference is material, as determined in the sole discretion of the Licensor; and
- (b) if not material, within seven (7) calendar days;

and if the Licensee cannot eliminate such interference within such respective time periods, then it shall turn off the source of interference.

6.4 **Resolution of Cause of Interference.** Licensee, third parties and Licensor shall cooperate to determine the cause of any interference. If they cannot agree, then Licensor shall engage an engineering consultant, expert in such determinations, and the opinion of the consultant as to the cause of the interference shall be conclusive and final. The cost of the consultant shall be paid by the party (including the Licensee) whose Equipment is shown to have caused the interference. Nothing contained herein shall prohibit a party from involving Industry Canada in the resolution of any interference issue.

7.0 COMPLIANCE WITH LAWS, REGULATIONS AND ENVIRONMENTAL STANDARDS

7.1 **Government Regulation** Licensee shall, at its own cost and expense, at all times ensure and shall cause its contractors to ensure that the installation, operation and maintenance of the Equipment, Waveguide Bridge and Licensee's Shelter comply with all laws, directions, policies, rules, and regulations of all relevant and applicable government authorities (including federal, provincial, municipal and local governments) and including without limiting the foregoing, all applicable zoning and use bylaws, Shelter codes, health and safety standards, etc.

7.2 **Industry Standards.** Licensee shall cause all Equipment installed in the Shelter to comply with all applicable standards as established and amended from time to time, including, without limiting the generality of the foregoing, all Canadian Standards Association and Industry Canada standards.

- 7.3 **Environmental Standards.** Neither Licensor nor Licensee shall introduce, deposit, produce, use or hazardous, toxic or dangerous substances on the Lands in violation of any applicable law. Licensee, third parties and Licensor hereto shall each comply with applicable environmental, radio frequency, health and safety laws or regulations of any authority having jurisdiction. Licensee shall, in the course of its operations on the Lands, comply with all applicable environmental, radio frequency, health and safety standards and practices and shall indemnify Licensor and third parties for any damages caused by non-compliance in this regard.
- 7.4 **Non-Ionizing Radiation - Licensee.** Licensee shall at all times comply with any applicable law, rule, regulation or bylaw pertaining to non-ionizing radiation, currently enacted or subsequently adopted or promulgated (collectively, "Non-Ionizing Radiation Laws"). Compliance shall be on an individual basis and as it pertains to the Lands and shall occur within forty-eight (48) hours of notice of non-compliance. It is Licensee's sole responsibility to provide documentation to any agency with relevant jurisdiction requiring such documentation for permission to operate any equipment and to prove compliance with any Non-Ionizing Radiation Laws. Should any Non-Ionizing Radiation Laws change, Licensee must, at its sole expense, take any and all steps and actions necessary to comply with said change as required including, without limitation, a reduction of effective radiated power, and change in antenna type or height.
- 7.5 **Non-Ionizing Radiation – Licensor.** Notwithstanding Licensee's compliance with section 7.4 above, if the combined radio operations on the Tower do not comply with the applicable Non-Ionizing Radiation Laws, Licensor shall have the right to require any party, including the Licensee, that has or have made changes or additions assessed to have brought the Tower out of compliance to modify or reduce operation of their Equipment in order to bring the Tower into compliance; provided however Licensor shall make reasonable commercial efforts to cause all other parties on the Tower at the same time to modify the operations of their respective communications equipment such as to cause the Tower to comply with such laws.

8.0 INSURANCE/ LIABILITY/ INDEMNITY

- 8.1 **Insurance Licensee.** Licensee will at all times throughout the Term and any extension(s) thereof maintain:
- (a) All-Risk Property Insurance covering the full insurable replacement cost of its Equipment, including the Licensee's Shelter (if applicable) and the Equipment located pursuant to the terms of this Agreement;
 - (b) Commercial General Liability Insurance in an amount not less than Five Million Dollars (\$5,000,000) per occurrence for Bodily Injury and Property Damage or such higher amount as a prudent licensee of similar facilities would take out and maintain; and
 - (c) Workplace Insurance or other similar provincial insurance.

Within ten (10) business days of the execution of this Agreement and thereafter on the next and all succeeding anniversary dates of this Agreement, Licensee shall provide certificates evidencing that said coverages are in force and shall also notify Licensor in advance of any material change adverse to Licensor in coverage or cancellation of any policy. If any such policies are materially changed, in a manner which is adverse to Licensor or cancelled and the change is not rectified or

the policy is not brought into good standing within seventy (70) hours of the event taking place, Licensor shall have the right to terminate this Agreement.

- 8.2 **Liability.** Subject at all times to sections 8.4 and 8.5 below and save and except to the extent caused by the negligent, willful or wrongful acts or omissions of a party or its employees, contractors, agents, directors and officers, and other than damage or loss which such party is obliged to insure pursuant to the provisions of this Agreement, such party shall not be liable to the other party for any claims, actions, demands, losses or damages arising in contract or tort or in any other manner whatsoever with respect to:
- (a) Any interruption in the operation of the Equipment or the provision of services by Licensor to Licensee hereunder; and
 - (b) The security of the Tower and the choice of Equipment placed on the Tower and the Equipment's compatibility with Licensor's equipment, structures, facilities, and services on the Lands.
- 8.3 **Economic Loss, etc.** Notwithstanding any other provision in this Agreement, Licensor, its employees, contractors and agents or any of them shall not under any circumstances, including negligence and gross negligence be liable or responsible in any way to Licensee for consequential, indirect, business or economic loss or damage suffered or sustained by the other party of any nature whatsoever, howsoever caused, due to or resulting from, directly or indirectly, (a) breach of this Agreement or (b) injury to persons or property (including death resulting there from) with respect to Licensee or any other person authorized by Licensee to be in or about the Lands.
- 8.4 **Force Majeure.** Save and except to the extent caused by the negligent, wilful, or wrongful acts or omissions of a party or its employees, contractors, agents, directors and officers and other than events or matters which can be readily remedied by the payment of money, such party shall not be liable to the other party for any claims, actions, demands, losses or damages arising in contract or tort or in any other manner whatsoever with respect to any loss, damage, delay or non-performance caused by accidents, labour difficulties, acts of God, governmental action, force majeure or by any other cause which is unavoidable or beyond such party's reasonable control and such party is entitled to negotiate in its sole discretion a collective bargaining agreement with its union(s), and strikes or other labour disputes ensuing from such negotiations will be deemed to be a force majeure for the purpose of this section 8.5.
- 8.5 **Indemnity.** Save and except as a party hereto is not liable as set out in sections 8.2 to 8.5 above, each party hereto shall indemnify and save the other party harmless from and against any and all losses, costs, claims and damages arising out of any personal injury or death or damage to property resulting from or caused by the installation, operation, maintenance or removal of the Equipment as defined in section 1.1(b) herein or by the proximity of the Equipment to facilities of Licensor or any person or entity occupying space on the Lands, including for losses, costs, claims and damages relating to environmental standards and non-ionizing radiation, as described at Section 7.0.
- 8.6 **Survival.** This section 8.0 shall survive the expiry or earlier termination of this Agreement for a period of four (4) years.

9.0 ASSIGNMENT/ SUBLICENSE/ LIENS

- 9.1 **Assignment/Sublicense.** Licensee shall not assign, transfer or sublicense this Agreement without the prior written consent of the Licensors, which consent shall not be unreasonably withheld.
- 9.2 **No Release of Licensee.** For greater certainty, no assignment or sublicense shall release Licensee from its obligations and liability under this Agreement.
- 9.3 **No Lease; Transfers.** This Agreement shall not constitute a lease between Licensors and Licensee.
- 9.4 **Non-Registration.** Licensee shall not register this Agreement or any notice thereof or any lien or other charge under any law, or otherwise encumber Licensors' interest or right to the Lands. Any such registration shall be immediately removed by Licensee at Licensee's expense.
- 9.5 **Licensee Liens.** Save and except as permitted in section 9.2 and as otherwise permitted in writing by Licensors, Licensee shall not create any mortgage, hypothec, conditional sale agreement, general security agreement, lien, charge or other encumbrance upon the Lands or the Equipment. If and when any such lien, charge or encumbrance, including a builder's lien for work, labour, services or materials, should arise, be filed or attached to the Lands or the Equipment, Licensee shall within 10 business days after receiving notice thereof procure the discharge of such lien, charge or encumbrance including a claim of builder's lien. If Licensee fails to do so, within the said time period, Licensors may cause such lien to be discharged, but shall not be obliged to do so, and all costs and expenses incurred by Licensors shall be payable by Licensee upon demand.

10.0 TERMINATION

- 10.1 **Damage and Destruction.** If in the opinion or determination of Licensors, the Tower, or the lands around the Tower are damaged or destroyed to the extent that any one or more of the following conditions exist:
- (a) in the reasonable opinion of Licensors, the Tower must be totally or partially demolished, whether or not to be reconstructed in whole or in part; or
 - (b) in the reasonable opinion of Licensors, the Tower shall be incapable of being rebuilt or repaired or restored within reasonable diligence within six (6) months after the occurrence of such damage or destruction; or
 - (c) a significant portion of the area of the Tower capable of being used for locating telecommunications or broadcast equipment is damaged or destroyed as determined by Licensors;

then either party may, at its sole option:

- (d) terminate this Agreement by giving sixty (60) days notice in writing to the other party; or
- (e) If the Tower is damaged to the extent described above and neither party terminates this Agreement, Licensors will rebuild or repair the Tower (but the rebuilt or repaired Tower may be different in configuration and design from that comprising the Tower prior to the damage or destruction), and the Licensee's Equipment shall be relocated and positioned on the Tower

by Licensor, at Licensee's cost, provided also that the height and orientation of Licensee's antennas shall be the same and not materially different from the original Tower.

10.2 **Termination by Licensee.** Licensee shall have the right to terminate this License upon sixty (60) days written notice to Licensor, if at any time during the term or any extension thereof, any structure, work or other impediment of any nature whatsoever screens, baffles or interferes in any material way with the signals sent from or received by the Tower or the Equipment, provided Licensee has made reasonable efforts to facilitate correcting wireless interference degradation or impairment, or should the construction of or the operation of the Equipment, or the exercise of the Licensee's rights hereunder (including its rights against Licensor's assignees or transferees), in the opinion of the Licensee, acting reasonably, (i) be or become operationally impractical (for reasons other than commercial terms), (ii) lose a material degree of functionality or (iii) be or become impossible by reason of government decision, law, order or regulation, Licensee may terminate this Agreement without damages or penalty by giving such written notice to Licensor, and save and except for a termination by Licensee to this Agreement pursuant to this section 10.2, there shall be a pro rated refund to the Licensee of any prepaid License Fees and Additional Fees.

10.3 **Termination by Licensor.** Licensor may by notice to Licensee terminate this Agreement in the event that:

- (a) Licensee is in default of payment of License Fees, Additional Fees or any other amounts payable by Licensee to Licensor or any third party under this Agreement and has failed to remedy such default within ninety (90) days of written notice of default;
- (b) Licensee is in default of its obligations under this Agreement, other than those set out in subsection (a) above, and has failed to remedy such default within ninety (90) days of written notice of default provided, however, Licensee shall not be considered to be in default under this subsection if the nature of the default is one which cannot be readily remedied by the payment of money by Licensee to Licensor or a third party and otherwise cannot be readily remedied within the said ninety (90) day notice period, and Licensee has been diligently working towards remedying the default within the said ninety (90) day period and continues to do so thereafter;
- (d) This Agreement or Licensee's interest herein or Licensee's interest in the Equipment are executed upon or attached to;
- (e) The imposition of any lien on the Equipment except as may be expressly authorized by this Agreement, or an attempt by Licensee or anyone claiming through Licensee to encumber Licensor's interest in this Agreement, the Lands, Tower and related facilities;
- (f) The abandonment of the Tower by Licensee; or
- (g) Licensor's rights to use or occupy the Lands expire, are terminated or are not renewed for any reason whatsoever.

10.4 **Adjustments and Liquidated Damages.** Upon termination of this Agreement any outstanding License Fees and Additional Fees, including late payment charges, if applicable, will be due as of the date of termination. If this Agreement is terminated due to a default by Licensee, Licensee shall also immediately pay to Licensor, as liquidated damages, an amount equal to all License Fees

payable until the end of the Term.

- 10.5 **Licensor Right to Perform.** In addition to the rights of Licensor in section 10.0, if Licensee fails to perform any of its obligations, terms and conditions hereunder within thirty (30) days of notice (except in the case of an emergency when no notice shall be required), or within such longer period as is reasonable in the circumstances so long as the party in default is diligently moving to remedy same, Licensor may but shall not be obliged to, perform and observe the obligation, and any cost of doing so shall be paid for by Licensee promptly upon demand together with interest at the Prime Rate plus 2% per annum until paid in full.

11.0 GENERAL

- 11.1 **Disclosure.** Licensor and Licensee each agree not to disclose the terms of this Agreement or any part thereof, including, without limitation, any of the Attachments hereto, unless required by law.
- 11.2 **Waiver.** No amendment or waiver of any provision of this Agreement shall be effective, or deemed by a course of conduct, unless such amendment or waiver is in writing, signed by all Parties and stating specifically that it is intended to modify this Agreement.
- 11.3 **Successors/Assigns.** This Agreement shall enure to the benefit of and be binding upon the successors and assigns of Licensor and the successors and permitted assigns of Licensee.
- 11.4 **Entire Agreement.** This Agreement, including the Schedules, may not be amended or modified except by written instrument executed by both Parties hereto. This Agreement and the Schedules attached hereto contain the entire agreement as between Licensor and Licensee in respect of Licensee's rights to use the Tower and Licensee agrees that there is no promise, representation or undertaking by or binding upon Licensor in respect of use of the Tower except as expressly set forth in this Agreement. If there is any conflict or inconsistency between the Rules and Regulations and the rest of the Agreement, the Rules and Regulations shall govern.
- 11.5 **Notices.** Any notice provided for or contemplated for under this Agreement shall be given by registered mail, personal delivery or facsimile transmission, to the following addresses:

Licensor:
Halton Regional Police Service
Attn.: Director, Information Services
1151 Bronte Road
Oakville, ON
L6M 3L1
Fax: (905) 825-5378

Licensee:
The Corporation of the Town of Oakville
Attn.: Legal Services
1225 Trafalgar Road
Oakville, ON
L6J 5A6
Fax: (905) 338-4184


and if given by facsimile transmission, the notice shall be confirmed by mail or personal delivery. If delivered by facsimile transmission, delivery shall be the date of the transmission until 5 P.M. in receiver's time zone, and if later, then the business day following; if delivered by personal delivery, delivery shall be the date of delivery; and if delivered by registered mail, delivery shall be five (5) business days following the date of mailing (unless postal service is disrupted for any reason).

- 11.6 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall together constitute one and the same instrument, binding on the Parties and deemed to be an original, notwithstanding that all of the Parties are not signatories to the same counterpart. Upon a counterpart being executed by each party and delivered to the other party, there shall be a valid and binding Agreement to the Parties.
- 11.7 **Choice of Law.** This Agreement shall be construed in accordance with the laws of the province of Ontario and the Parties hereby agree to attorn to the exclusive jurisdiction of the courts of Ontario.
- 11.8 **Severability.** Should any provision or provisions of this Agreement be determined to be void or unenforceable in whole or in part, it or they shall be deemed not to affect or impair the validity or enforceability of any other provision and it or they shall be considered separate and severable from the Agreement and its remaining provisions which shall remain in force and be binding on the Parties.
- 11.9 **Rules and Regulations and Security Requirements.** Licensee agrees that all its rights and privileges set out in this Agreement, including without limitation the operation of its Equipment and Waveguide Bridge and access to the Tower and, where permitted, maintenance, repair and replacement of its Equipment, shall at all times be subject to and in accordance with Licensor's rules and regulations set out in Schedule D and all reasonable changes from time to time ("**Rules and Regulations**") and Licensor's reasonable security requirements in effect from time to time ("**Security Requirements**"), notwithstanding that certain provisions make explicit reference to the Rules and Regulations and Security Requirements and others do not.
- 11.10 **Interpretation.** The language in all parts of this Agreement shall be construed as a whole and neither strictly for nor strictly against either of the Parties. Words importing the singular include the plural and vice versa and words importing the neuter gender shall include the masculine and the feminine genders and words importing person shall include firms and corporations and vice versa. The use of headings, captions and numbers in this Agreement is solely for the convenience of identifying and indexing the various provisions in this Agreement and shall in no event be considered otherwise in construing or interpreting any provision in this Agreement.
- 11.11 **Schedules.** The Schedules set out below and attached to this Agreement as amended from time to time are hereby incorporated by reference and form a part of this Agreement.
- | | | |
|------------|---|---|
| Schedule A | - | Fee Schedule |
| Schedule B | - | Equipment Data |
| Schedule C | - | Description of Land and Site (including Plans and Drawings) |
| Schedule D | - | Site Rules and Regulations |
| Schedule E | - | Site Installation Standards |
- 11.12 **Time of Essence.** Time shall be of the essence in this Agreement.

11.13 **Language.** The Parties acknowledge having specifically requested that this Agreement as well as other documents relating thereto be drawn up in the English language only. Les Parties reconnaissent avoir spécifiquement exigé que ce contrat de même que tous les documents s'y rattachant soient rédigés uniquement en langue anglaise.

IN WITNESS WHEREOF the Parties have executed this Agreement effective the date first above written.

THE CORPORATION OF THE TOWN OF OAKVILLE

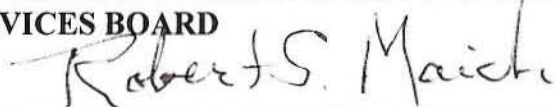


Rob Burton, Mayor



Cathie Best, Town Clerk

THE REGIONAL MUNICIPALITY OF HALTON POLICE SERVICES BOARD



Robert Maich, Chairman



SCHEDULE "A"

FEE SCHEDULE

The Licensee shall pay License Fees to the Licensor as follows:

- (1) During the period commencing the later of the first day of the commencement of installation of the Licensee's Equipment or June 1st, 2012 and ending December 31th, 2020, the Licensee shall pay to the Licensor annual License Fees in the amount of One Thousand Dollars (\$1,000.00), payable in advance.
- (2) For each Renewal Term (if applicable), the annual License Fees payable shall be in the amount of One Thousand Dollars (\$1,000.00).

SCHEDULE "B"

SITE LICENCE DATA

This Schedule "B" hereby forms part of the Agreement between The Regional Municipality of Halton Police Services Board ("Licensor") and The Corporation of the Town of Oakville ("Licensee"), dated April 26, 2012.

1. Name of Licensor: **The Regional Municipality of Halton Police Services Board**
Billing Address: 1151 Bronte Road, Oakville, Ontario, L6M 3L1
2. Name of Licensee: **The Corporation of the Town of Oakville**
Billing Address: 1225 Trafalgar Road, Oakville, Ontario, L6J 5A6
3. Site Address (street address and legal description):

2535 Rebecca St, Oakville ON
4. Site Latitude and Longitude: 43-23-48 N / 79-43-21 W
5. Equipment Specifications (Antennas, cables, etc.):
 - i. (1) SC 432D-HF2LDF OMNI Antenna
 - ii. (2) TTA Amplifiers
 - iii. New pipe mount
 - iv. Transmission lines from amplifiers to Firehall communications room
6. Licensor's Contact for Emergency:

HRPS IT Help Desk (905) 825-4800
7. Emergency response time if other than four (4) hours: N/A
8. Licensee's Contact for Emergency:

KELCOM Inc
647-693-2929 24 x 7 x 365 Service

SCHEDULE "C"

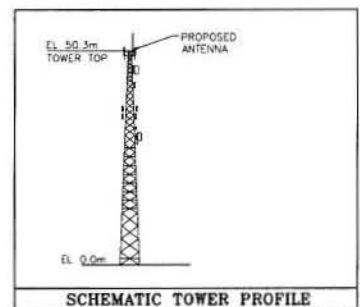
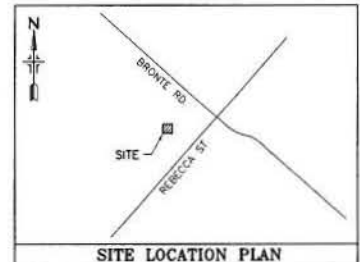
DESCRIPTION OF LAND AND SITE (INCLUDING PLANS AND DRAWINGS)

[See attached]



LOCATION: OAKVILLE, ON
ADDRESS: 2535 REBECCA ST.

SITE TYPE: ANT. INSTALLATION & TOWER REINFORCING
SITE CODE: W1814 (BELL MOBILITY) SITE CODE
PROJ. No.: 1123258
LATITUDE: 43° 23' 48" N
LONGITUDE: 79° 43' 20.6" W



Site Specific Drawings:

3258-A1	TOWER PROFILE & ANTENNA SCHEDULE
3258-S1	PROPOSED MOUNT ELEVATION & PLAN
3258-S2	TOWER REINFORCEMENT
3258-N1	GENERAL NOTES

DRAWING INDEX

THE DESIGN OF THE PROPOSED INSTALLATION HAS BEEN CARRIED OUT IN ACCORDANCE WITH THE OBC 2006 & CSA S37-01 AND WITH APPLICABLE LAWS, STANDARDS AND REGULATIONS.

CODE COMPLIANCE

▼	PROPOSED BELL MOBILITY ANTENNA	⊗	EXISTING MECH. UNIT
▽	EXISTING BELL MOBILITY ANTENNA	○ _v	EXISTING ROOF VENT
•	EXISTING ANTENNA ON TANK ROOF U.N.O.	⊗	EXISTING ROOF DRAIN
⊙	EXISTING HATCH & ACCESS TUBE	⊗	EXISTING ROOF HATCH
☀	GPS ANTENNA	⊗	EXISTING ROOF SAFETY ANCHOR
☐	DISH ANTENNA	⊗	EXISTING WALL MOUNTED SAFETY ANCHOR
⌒	EXISTING M/W ANTENNA BELOW WALKWAY	↗↘	CHANGE IN ELEVATION OF TX LINE
⌒	BEACON	△	EXISTING TOWER
⌒	D.O.L STROBE	⌒	EXISTING LADDER
		—x—x—	EXISTING CHAIN LINK FENCE

ARCHITECTURAL AND STRUCTURAL LEGEND

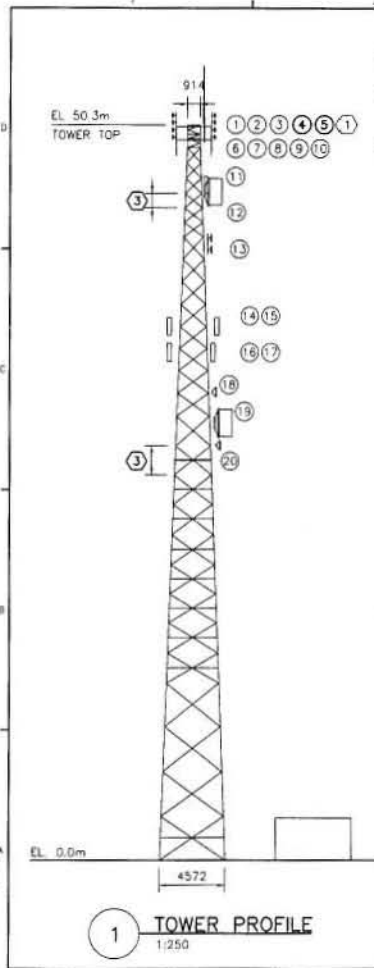
Design Manager: CHRIS COLLINS, P.ENG.

Morrison Hershfield Limited
Consulting Engineers
Suite 600 - 235 Yorkland Blvd
Toronto, Ontario
M2J 1T1
Ph: (416) 499-3110
Fax: (416) 499-9658
<http://www.morrisonhershfield.com>

CONTACT

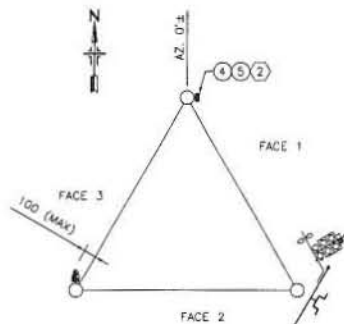
Morrison Hershfield		Morrison Hershfield	
REV.	DESCRIPTION	DATE	BY
0	ISSUED FOR CONSTRUCTION	FEB. 07/12	B.T.L.

DRAWING NAME: 1123258-A1 (REV. 01) DATE: 01/12/2012



REFERENCE NOTES:

- ① PROPOSED ANTENNA IS TO BE INSTALLED ON NEW PIPE MOUNT. SEE DWG. S1 FOR NEW MOUNT DETAILS.
- ② PROPOSED TRANSMISSION LINES ARE TO BE INSTALLED ON TOWER LEG USING ANDREWS' ROUND METAL ADAPTERS WITH MCLUC BRACKETS OR APPROVED EQUAL.
- ③ NEW PANEL REINFORCING. SEE DWG. S2 FOR DETAILS.

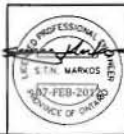


ANTENNA SCHEDULE

NO.	ELEV. (m)	ANTENNA	AZIMUTH (°)	TRANSMISSION LINE	COMMENTS
1	50.3	SRL 480	OMNI	LDF5	EXISTING
2	50.3	SRL 488	OMNI	AVA5	EXISTING
3	50.3	SC 479-HF	OMNI	AVA5	EXISTING
4	50.3	(1) SC 4320-HF2LDF	OMNI	-	PROPOSED
5	50.0	(2) TTA	-	(2) LDF5	PROPOSED
6	50.0	(2) SRL 310C-4	OMNI	(2) LDF5	EXISTING
7	49.0	428B-83 BIRD TTA BOX	-	LDF4	EXISTING
8	48.2	TOWER TOP AMPLIFIER	-	-	EXISTING
9	47.0	SRL 488(RV)	OMNI	AVA5	EXISTING
10	47.0	SC 479-HF(RV)	OMNI	AVA5	EXISTING
11	46.3	SRL 410C-4	NORTH	LDF5	EXISTING
12	45.8	HP6	285	EW950	EXISTING
13	42.2	SRL 210C-2	NORTH	LDF4	EXISTING
14	37.0	(3) HBXXX-651605-VTM	80, 200, 320	-	CURRENT
15	37.0	(6) RRU 3805	-	(3) DC IN 50mmØ BUNDLE	CURRENT
16	34.8	(3) LNX-451405-VTM	80, 200, 320	(3) FIBER IN 25mmØ BUNDLE	CURRENT
17	34.8	(3) RRU 3805	-	-	CURRENT
18	33.5	VHLP1-23	NORTH	LMR400	EXISTING
19	30.0	HP6	NORTH	EW950	EXISTING
20	28.5	VHLP3-18	215	LMR400	EXISTING

REFER TO THE TOWER ANALYSIS REPORT ISSUED FOR THIS SITE (DATED DECEMBER 23, 2011) FOR THE COMPLETE LIST OF ASSUMPTIONS AND TOWER ANALYSIS RESULTS. FOUNDATIONS REQUIRE FURTHER EVALUATION TO DETERMINE CAPACITY.

0 ISSUED FOR CONSTRUCTION		FEB. 07/12 B.T.L.	
Mark	Description	Date	By
<small>DO NOT SCALE DRAWINGS. DIMENSIONS SHOWN ARE THE GOVERNING DIMENSIONS. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.</small>			
Project No.	Date	Scale	Sheet No.
1123258	FEB/12	1:250	3258-A1
Drawn	Design	Checked	QA/QC
J.H.	B.T.L.	S.T.M.	
2535 REBECCA ST., OAKVILLE, ON (W1814)			Drawing No.
TOWER PROFILE & ANTENNA SCHEDULE			3258-A1





GENERAL:

1. THE CONTRACTOR SHALL FIELD VERIFY ALL DETAILS AND DIMENSIONS AND DISCREPANCIES TO THE OWNER BEFORE PROCEEDING WITH THE WORK.
2. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO SAFEGUARD ALL EXISTING STRUCTURES AFFECTED BY THIS CONSTRUCTION.
3. ALL WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE LATEST ISSUE OF APPLICABLE CSA STANDARDS.
4. CONTRACTOR IS TO INSTALL ALL NEW MATERIAL WITHOUT CAUSING OBSTRUCTION TO THE CLIMBING AREA OF THE TOWER. REPORT SITE FIELD CONDITIONS TO THE CONSULTANT.
5. IN REPLACING DIAGONALS, HORIZONTALS OR BOLTS, TEMPORARY MEANS SHALL BE TAKEN TO ENSURE THAT THERE IS NO DISTORTION OF ANY MEMBER. ONLY ONE DIAGONAL OR HORIZONTAL MEMBER SHALL BE RELEASED AT ANY ONE TIME. NONE SHALL BE MISSING WHENEVER THE CREW IS OFF THE SITE.

DRAWINGS:

1. USE ONLY FIGURED DIMENSIONS.
2. ALL DIMENSIONS IN MILLIMETER UNLESS NOTED OTHERWISE.

STRUCTURAL STEEL:

1. DESIGN, FABRICATION AND ERECTION SHALL CONFORM TO CSA STANDARD S37-01, S16-01 & S136-01.
2. ALL STRUCTURAL STEEL IS TO BE IN ACCORDANCE WITH CSA STANDARD G40.21 GRADE 350W UNLESS NOTED OTHERWISE. ALL HOLLOW STRUCTURAL SECTIONS SHALL CONFORM TO CSA G40.21M 350W CLASS C, PIPES TO A500-GR. C (317W), ANGLES, CHANNELS AND PLATES TO 40.21M-300W. PROVIDE ADEQUATE DRAIN HOLES AND VENTS FOR ALL CLOSED HSS MEMBERS.
3. BOLTS FOR ALL MEMBERS SHALL BE HIGH TENSILE STEEL TO ASTM SPECIFICATION A325. ALL U-BOLTS SHALL CONFORM TO ASTM SPECIFICATION A307 AND SHALL BE INSTALLED WITH DOUBLE NUTS AT EACH END. BOLTS ARE TO BE IN FULL BEARING AND THREADS SHALL BE EXCLUDED FROM SHEAR PLANES. ALL HIGH STRENGTH BOLTS SHALL BE FULLY PRETENSIONED.
4. EXISTING BOLTS WHEN REMOVED ARE NOT TO BE RE-USED. ALL USED BOLTS ARE TO BE REPLACED WITH NEW ONES OF THE SAME DIAMETER, OR AS SHOWN ON THE DRAWINGS.
5. ALL WELDING MUST BE DONE IN ACCORDANCE WITH CSA STANDARD W59 AND IS TO BE UNDERTAKEN BY A FABRICATOR CERTIFIED TO CSA STANDARD W47.1 FOR DIVISION 1 OR 2.1. REMOVE ALL SLAG FROM FINISHED WELD JOINT AND TOUCH-UP WITH TWO COATS OF ZINC RICH PAINT. DO NOT PERFORM OVERHEAD WELDING UNLESS CERTIFIED FOR THIS PURPOSE.
6. PROVIDE ALL REQUIRED GUSSETS, SPACERS, FILLERS AND BATTEN PLATES.
7. ALL STRUCTURAL STEEL TO BE HOT-DIP GALVANIZED IN ACCORDANCE WITH CSA G164.
8. REPAIR DAMAGED AREAS OF GALVANIZED SURFACES WITH TWO COATS OF ZINC RICH PAINT.
9. VENT HOLES FOR GALVANIZING OR WELDING, ARE TO BE SEALED BY WELDED PLUG OR APPROVED EQUIVALENT. GRIND EXPOSED SURFACE FLUSH AND TOUCH UP WITH 2 COATS OF ZINC RICH PAINT.

SUBMITTALS/SHOP DRAWINGS:

1. PROVIDE 3 COPIES OF FABRICATION AND ERECTION DRAWINGS PRIOR TO FABRICATION. DRAWINGS OF DETAILS FOR WHICH CONTRACTOR IS RESPONSIBLE FOR ARE TO BEAR THE SEAL OF A PROFESSIONAL ENGINEER.
2. WORK DONE PRIOR TO THE RETURN OF REVIEWED DRAWINGS SHALL BE AT THE CONTRACTOR'S OWN RISK.
3. ALLOW UP TO ONE WEEK FOR REVIEW BY CONSULTANT.

CONCRETE:

1. MATERIAL, METHOD OF CONSTRUCTION AND TESTING: CAN/CSA-A23.1 AND A23.2.
2. CONCRETE IS TO BE NORMAL DENSITY, COMPRESSIVE STRENGTH AT 28 DAYS OF 30 MPA, UNO.
3. REINFORCING STEEL SHALL CONFORM TO CSA G30.18, GRADE 400 UNO, AND INSTALLED IN ACCORDANCE WITH RSIC, REINFORCING STEEL MANUAL OF STANDARD PRACTICE.

GROUT:

1. NON-SHRINK GROUT, PREMIXED CEMENTITIOUS COMPOUND, NON-METALLIC AGGREGATES, 50 MPA COMPRESSIVE STRENGTH AT 28 DAYS.

BACKFILL:

1. COMPACT BACKFILL USING EQUIPMENT APPROVED BY CONSULTANT.
2. DO NOT PROCEED WITH BACKFILLING OPERATIONS UNTIL CONSULTANT HAS INSPECTED AND APPROVED INSTALLATIONS.
3. AREAS TO BE BACKFILLED TO BE FREE FROM DEBRIS, SNOW, ICE, WATER AND FROZEN GROUND.
4. DO NOT USE BACKFILL MATERIAL WHICH IS FROZEN OR CONTAINS ICE, SNOW OR DEBRIS.
5. PLACE BACKFILL MATERIAL IN UNIFORM LAYERS NOT EXCEEDING 150mm COMPACTED THICKNESS UP TO GRADES INDICATED. COMPACT EACH LAYER BEFORE PLACING SUCCEEDING LAYER.

0		ISSUED FOR CONSTRUCTION		FEB. 07/12		B.T.L.	
Mark	Description			Date	By		
<small>DO NOT SIGN (STAMP) CONSTRUCTION UNTIL ALL CONDITIONS AND ALL FIELD CHECKS OF ALL DETAILS ARE COMPLETED. NO CORRECTIONS OR ADDITIONS TO THIS DRAWING SHALL BE ACCEPTED. WORK SHALL BE STOPPED IMMEDIATELY. ALL DISCREPANCIES OF THIS DRAWING ARE SUPPLEMENTED BY THE LATEST REVISION. ALL CHANGES AND REVISIONS SHALL BE APPROVED BY THE PROJECT MANAGER. NO OTHER WORKSHOPS SHALL BE USED. THE DRAWING WILL BE PROVIDED TO THE CONSULTANT FOR REVIEW OF THIS PROJECT.</small>							
Project No.	1123258		Date	FEB/12			
Drawn	J.H.		Design	B.T.L.		Checked	S.T.M.
2535 REBECCA ST. OAKVILLE, ON (W1814)				CND Des. File: 1123258-N1			
GENERAL NOTES				Drawing No: 3258-N1			



SCHEDULE "D"

SITE RULES AND REGULATIONS

This Schedule "D" hereby forms part of the Agreement between The Regional Municipality of Halton Police Services Board ("Licensor") and The Corporation of the Town of Oakville ("Licensee"), dated April 26, 2012.

1. Tower Access

Licensee or its contractors may access Licensor's Tower structure in the manner as described in of this License.

2. Site Work

Seven (7) business days prior to commencement of any site work, the Licensee or its contractors shall provide the Licensor with a description of the work, and where it is determined by the Licensor, acting reasonably, that the work could interfere with the operations of the Licensor or any other user of the tower, such work shall require the prior written approval of the Licensor. If Licensor is not Licensee's contractor, by separate agreement, for any such work, then Licensee and any of its contractors may be required to perform Licensee's work in the presence of Licensor's inspector, where Licensor determines the security or integrity of its facilities is, or may be, at risk. Such employed Licensor staff will be at the reasonable and competitive expense of Licensee which rates shall be communicated to Licensee in advance of providing the services. This will include, but not be limited to, the following listed types of work:

- (a) Climbing and rigging on Licensor Towers, for the purposes of installing the Waveguide Bridge;
- (b) Making connection with, or digging in close proximity to the Tower's ground grid or lightning protection grid;
- (c) Excavating or digging within close proximity to Licensor's tower foundations; and
- (d) Initial activation of transmitting equipment added to the Tower located thereon.

4. Licensee's Antenna and Transmission Lines Provisioning and Installation Conditions

Licensee's antennas and transmission lines will be supplied by, and remain the property of, Licensee, subject to terms and conditions in the License and shall be erected in accordance with specified technical detail which will supplement these general standards and requirements:

- (a) Licensee shall perform a structural tower analysis of the Licensor's tower at the Licensee's sole cost using a certified consultant specified by or otherwise agreed to by Licensor from Licensor's pre-approved list, and the Licensee shall design, fabricate and install the structural support system for the antennas and cables on Licensor's tower to meet the requirements CSA-037, the Licensor, and those requirements provided by Licensee.
- (b) Licensee will be responsible to eliminate, at its own expense, any potential or existing hazards or

degradation to the existing antenna systems caused by the installation of Licensee's antenna system.

- (c) Licensee shall install, at locations shown on the Approved Drawings, the antennas and cables on Licensor's Tower and ensure that all metal materials shall be bonded together to provide a uniform permanent low resistance path for electrical current.
- (d) Detail drawings and diagrams showing antennas and mount assemblies, including model or part numbers, manufacturer or manufacturer's reference, must be approved by Licensor and Licensee, both acting reasonably and without delay, and at Licensee's expense.

5. Structure and Equipment Shelters Provisioning and Installation Conditions

Radio and other equipment located at ground level will be installed in Licensee's own Shelter or in the Licensee's Fire Hall. Unless provided by Licensor, the structure or equipment shelter to house Licensee's radio equipment must be supplied and erected at Licensee's expense in a location previously approved by Licensor. A structure may be constructed in place or a prefabricated type may be placed on a pre-prepared foundation. The structure or shelter must be of fireproof construction and must meet all applicable building code requirements.

The structure will be the minimum practical size required to house the radio equipment and any service and support equipment. The size or type of shelter may be constrained by the site area or service requirements. All structures must be grounded to the tower ground grid.

Drawings showing the location of all Licensee's proposed Equipment and Waveguide Bridge, including but not limited to buildings, fencing, electrical and communications services shall be submitted to Licensor for prior written approval. Licensor reserves the right to require changes where Licensee's proposal may adversely affect the security and integrity of Licensor's facility or the equipment and facilities of other site users.

6. Work

At Licensee's request and on terms and conditions acceptable to Licensor, Licensor agrees to work with Licensee prior to the commencement of the initial Term to configure, engineer and provide a competitive and reasonable cost for the fabrication, structural analysis, mounting design and/or installation of an antenna mounting assembly and positioning of Licensee supplied antennas on the Tower. Licensor accepts no responsibility for and Licensee expressly waives all claims attributable to errors and/or omissions in information, representation or estimates in any other documents not prepared by or under the supervision of or approved by Licensor.

7. Maintenance

With prior notice to and approval from Licensor, the Licensee shall be entitled to climb the Tower to maintain the Equipment and Waveguide Bridge provided that such maintenance will be carried out only by those Licensee's employees or contractors approved by Licensor in advance.

8. Temporary Turn Off

- (a) Licensee expressly agrees that at the demand of Licensor or at the demand of any other licensee on the Tower expressed through Licensor, it shall forthwith comply with a request to temporarily turn off or reduce its transmitter output power in the event that work of whatever nature requiring such action must be carried out. Should Licensee fail to comply with such a request or in case of emergency or hazard to person or property, Licensor may at its discretion and without penalty or liability, turn off or reduce such power and shall advise Licensee of the action taken. This clause relates to Safety Code 6 issued by the Radio Protection Bureau of Health and Welfare Canada, as may be amended from time to time.
- (b) Licensee expressly agrees to comply forthwith with a reasonable request by Licensor to temporarily turn off or reduce its use of any other equipment at the site, which in the Licensor's sole opinion, could create a hazard or impediment to workers and/or work of whatever nature that in Licensor's opinion must be carried out at the site. Should Licensee fail to comply with such a request, Licensor may at its discretion and without penalty or liability turn off or reduce Licensee's use of such equipment and shall advise Licensee of the action taken.
- (c) Except in emergencies, Licensor shall use reasonable efforts to require that any such turning off or down of power as described in sections 8(a) and 8(b) above, shall occur at times least likely to adversely affect the users of the site. The rights of Licensor in sections 8(a) and 8(b) are in addition to those set out in the rest of this Agreement including section 4.

SCHEDULE "E"

SITE INSTALLATION MINIMUM STANDARDS

This Schedule "E" hereby forms part of the Agreement between The Regional Municipality of Halton Police Services Board and The Corporation of the Town of Oakville ("Licensee"), dated April 26, 2012.

1. Installations will be completed in a neat, clean, and professional manner.
2. All work will be in compliance with prevailing Licensor, federal, provincial and municipal standards, including Industry Canada and Health Canada standards.
3. 'Site Specific' instructions may apply in addition to these general Licensor Minimum Site Standards.
4. Non-compliant installations shall be resolved at the Licensee's expense within thirty days of notification.
5. All equipment on the Tower shall be installed only in the locations assigned by Licensor.
6. All equipment shall be licensed and operated in full compliance with all Industry Canada rules and regulations, as applicable.
7. Licensee must notify Licensor for approval of any significant changes to the equipment referenced including, but not limited to, any addition or change in operating frequency(s), change in transmitter power levels or addition or removal of equipment.
8. Licensee's name, phone number, and frequencies shall be clearly marked on the equipment.
9. Equipment shall be grounded to the Site grounding system.
10. The equipment must be operated with all shields attached, cabinet doors closed and side panels installed.
11. Ground kits shall be used on all coax runs at the antenna, at the building entrance, and at the point where the coax leaves the tower.
12. All ancillary equipment such as modems, duplexers, cavity filters, etc., will be racked or enclosed within the Fire Station or a suitable metal cabinet housing, as approved by the Licensor.
13. Transmission lines shall be labelled with Licensee's name and antenna location.
14. If applicable, all antenna lines entering the Site shall have a Polyphaser® or equivalent surge suppressor installed within two feet of the cable entry port. This surge suppressor shall be bonded to the Site ground system.
15. All metal parts and antenna mounts used on the towers shall be stainless steel or hot-dip galvanized steel. Cold galvanizing or plating is not permitted.

16. Cadwelding to the tower or drilling holes in any tower member is NOT permitted.
17. Tower riggers must be listed on the Licensor approved tower rigger list.
18. Only heliax or similar LDF-style coax may be used on the Tower or Hybrid cable (fiber and DC). RG-style coax and superflex are not permitted on the towers. Hybrid cable (fiber and DC) shall be properly hung to the tower using proper retaining devices. Surge/lightening protection must be installed at the termination of the tower on the DC line (contained in the hybrid cable).
19. Coax runs in the buildings shall have 100% shield.
20. Interior cable runs shall be made in a neat and professional manner. Loosely hung or excessively coiled cables are not permitted.
21. Unsealed batteries (lead acid, maintenance free lead / acid) are not permitted. All sealed batteries must be properly mounted and installed according to the manufacturers' specifications including proper containment.
22. Appropriate cable cushions shall be used on the Tower. When the use of cable cushions is not possible, black nylon tie-wraps or other insulated clamps or strapping shall be used. The use of copper ties or similar metal strapping is not permitted.
23. Spray-in foam filler is not permitted for filling conduit holes in wall feed-throughs.
24. Entry boots appropriate for each building shall be used. Microflect boots shall be used on those buildings with Microflect entry panels.
25. All transmitters shall include a harmonic filter, either low-pass or band-pass, as equipped from the manufacturer.
26. To reduce the possibility of interference, the standards above are minimums. Additional protective equipment may be required by Licensor in the event of interference.