

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

By-Law no. 2012-02

Being a by-law to enter into an agreement with Spectrum Telecom Group Ltd for the erection of a telecommunication tower on an unopened municipal road allowance. (Horn Lake area)

WHEREAS following the adoption of the attached resolution no. 2012-07, the Council of the Corporation of Municipality of Magnetawan deems it in the best interest of the inhabitants of the community to enter into an agreement with Spectrum Telecom Group Ltd to authorize the use of an unopened municipal road allowance for the erection of a telecommunication tower;

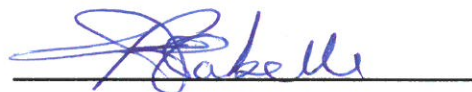
NOW THEREFORE BE IT ENACTED AS FOLLOWS:

1. That the attached agreement outlined as "Appendix 'A' and forming part of this by-law be adopted.
2. That the Mayor and the Clerk be authorized to execute the agreement on behalf of the municipal corporation.
3. That this by-law takes effect once adopted.

READ a first, second and third time and adopted this 25th day of January 2012.



Mayor



Clerk

Council MTG. of JAN. 25/12

Agenda Item # 6.1

Resolution no. 2012- 07

January 11, 2012

Moved by: Councillor Brian Math

Seconded by: Councillor Jack Crossman

That the attached resolution adopted by Ryerson Township at its regular meeting of January 10, 2012 supporting the proposal of Spectrum Telecom Group Ltd to erect a 120-foot self-support telecommunications tower, be received; and

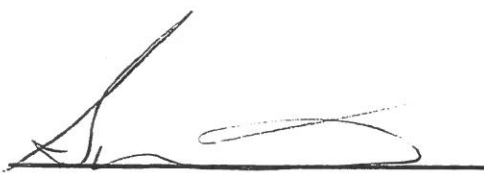
That the Council of the Municipality of Magnetawan also supports the proposal of Spectrum Telecom Group Ltd;

NOW THEREFORE BE IT RESOLVED that the Council of the Municipality of Magnetawan authorizes the Clerk to prepare a by-law to execute an agreement with Spectrum Telecom Group Ltd at the next regular meeting.

Carried: ✓

Defeated:

Deferred:


Mayor



Knowing our heritage
we will build our future.

RESOLUTION

Date: Jan 10/12 Motion # 7Moved by Councillor Barbara MarlowSeconded by Councillor [Signature]

WHEREAS Spectrum Telecom Group Ltd. (Spectrum Group) wishes to erect a 120 foot self support telecommunications tower on a site located on a section of unopened road allowance along the northern boundary of Ryerson Township, near Lot 7, Concession 14 in the District of Parry Sound for the delivery of wireless Internet, broadband data and other services to the Horn Lake area;

AND WHEREAS Spectrum Group is required by Industry Canada to consult with the local land use authorities being the Township of Ryerson and the Municipality of Magnetawan to obtain statements of concurrence from the municipalities;

AND WHEREAS Spectrum Group has completed the required public consultation process as mandated by Industry Canada, with concerns being addressed to the satisfaction of the Municipality;

AND WHEREAS Spectrum Group has negotiated an agreement with the Corporation of the Township of Ryerson for locating said tower and associated equipment at the aforementioned location;

THEREFORE BE IT RESOLVED that the Council of the Township of Ryerson hereby gives approval to the CAO/Clerk-Treasurer to issue a statement of concurrence to Spectrum Group for the proposed telecommunications tower to be constructed on a section of unopened road allowance along the northern boundary of Ryerson Township, near lot 7 in Concession 14, for the delivery of broadband wireless and other services to the area.

Yeas: _____ Nays: _____ Carried/Defeated [Signature]

Declaration of Pecuniary Interest by: _____

Recorded vote requested by: _____

Recorded Vote: (Vote Called by the Clerk in random order, Reeve to vote last)

Yeas

Nays

Abstention

Absent

Councillors:

Rosalind Hall: _____

Barbara Marlow: _____

George Sterling: _____

Doug Weddel: _____

Reeve:

Glenn Miller: _____

APPENDIX 'A' TO BY-LAW NO. 2012-02

MAR 22 2012

THIS AGREEMENT made in duplicate this 25 day of JANUARY, 2012

BETWEEN: CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

(hereinafter referred to as the "Landlord")

OF THE FIRST PART

AND: SPECTRUM TELECOM GROUP LTD.

(hereinafter referred to as the "Tenant")

OF THE SECOND PART

TELECOMMUNICATIONS SITE AGREEMENT

Site: Horn Lake, Unopened Road Allowance near South Horn Lake Road
On the Boundary between Ryerson Township (Con. 14, Lot 7) and
Chapman Township (Con. 1, Lot 7),
District of Parry Sound.
(Property described on Schedule "A")

1. IN CONSIDERATION OF \$2.00, the receipt of which the Landlord acknowledges the Landlord leases to the Tenant the Site and accepts rights shown at the Site described below as follows:

Land comprised of approximately 37 square metres (400 square feet) as shown on Schedule A and C to accommodate the installation of a 120-foot (maximum) self-support telecommunications tower located on the property, profile of which is shown on Schedule B, together with the non-exclusive rights of unrestricted access thereto. Also included are the rights to install equipment cabinets and/or shelter(s) approved by the Landlord near the base of the tower. Equipment and materials required to deliver various telecommunications services will be installed on the tower as well as indoors in one or more shelters.

2. COMPENSATION for use of the land will be services provided by the Tenant to the Landlord that may be requested by the Landlord during the term of the agreement or any extension. The Landlord, at its discretion, may select one (1) of two (2) service options, described as follows.

Option A: Complementary collocation services as well as rights to use a Tenant-owned, tower-mounted, VHF antenna at the Tenant's Doe Lake tower site. These services are necessary to operate one (1) two-way radio

repeater station (includes rack space and an AC power feed inside the equipment cabinet) subject to the conditions set forth in Article 16 a). This repeater would be used by the Corporation of the Township of Ryerson for two-way radio and/or paging services.

Option B: One (1) complementary 1.5 Mbps (minimum download throughput) wireless internet connection including other features equivalent to the NetSpectrum "Residential Package". Also provided with the service is the associated Tenant owned subscriber equipment necessary to receive Internet service and that shall be installed at a location to be specified by the Landlord (subject to the conditions set forth in Article 16 b).

3. The access road (or driveway) to the Site shelter or equipment cabinets will be constructed by the Tenant and maintained by the Tenant at its discretion to allow unrestricted access to the Site. Also included are the non-exclusive rights of unrestricted access for the connection (aerial or underground) to the appropriate utilities, fibre optic, and telephone facilities.
4. An initial TERM of 10 years beginning on the earlier of the first day of the month after the start of construction or January 1, 2012 ("Commencement Date") shall apply.
5. EXTENSION of the initial Term of this Agreement is granted to the Tenant for two additional 5-year extension periods if the Tenant gives the Landlord written notice of its intention to extend at least 60 days prior to the expiration of the then current term. The level of compensation provided for the initial term shall apply to any extension unless renegotiated with terms and conditions agreeable to both parties. If compensation is renegotiated for whatever reason, or the Tenant is unable to provide the same level of service as compensation upon renewal, compensation shall be set consistent with similar sites on other municipally owned properties located within the Tenant's operational network. If both parties fail to reach agreement, compensation shall be set by a single arbitrator appointed under provincial legislation.
6. USE of the Site and access rights by the Tenant shall be for the purpose of installing, removing, replacing, relocating, maintaining, supplementing, and operating, at its sole expense, telecommunications facilities and equipment and the provision of telecommunication service. Where applicable, the Tenant may connect its equipment and provide telecommunications service by cables and wires to the equipment of other occupants at the Site.
7. UTILITIES required for the operation of the telecommunications facilities shall be the sole responsibility of the Tenant, and electrical consumption shall be

determined by a separate meter with direct invoices from the local utility as applicable.

8. EQUIPMENT, towers, poles, shelters, cabinets, pedestals, antennas and mounts shall remain the property of the Tenant and shall be removed by the Tenant upon expiration or termination of this agreement (by either or both parties) and the Site will be restored to its original condition, reasonable wear and tear excepted. The Tenant is required to remove concrete foundations or piers at the end of the Term.
9. NOTICES shall be in writing and sent by mail, postage prepaid, deemed received 3 days after mailing or by facsimile transmission, deemed received on date transmitted, to the address or telecopy number of the party set forth below.
10. ASSIGNMENT: Upon submitting notice to and after receiving the Landlord's approval, assignment of this agreement or subletting of all or part of the Site by the Tenant may be made to any corporate affiliate or principal lenders of a purchaser of part or all of the Tenant's assets. The Tenant may permit use of all or any portion of the tower or shelter by other entities consistent with the uses permitted herein.
11. TERMINATION of this agreement may be exercised by the Tenant at any time on 12 months' notice without further liability if the Tenant cannot obtain all necessary rights and approvals required from its senior management, any governmental authority and/or any third party to operate the telecommunications facility, or if any such right or approval is cancelled, expires or is terminated, or if for any other bona fide reason (e.g. interference with the Tenant's signals, damage or destruction, Site decommissioning) the Tenant determines that it will be unable to use the Site for its intended purpose. Upon termination, all compensation services provided to the Landlord under the terms of this agreement shall cease. If the Tenant defaults under this agreement and such default is not being diligently remedied within 90 days after notice (force majeure excepted), the Landlord may terminate this agreement on 12 months' written notice.
12. INDEMNITY: The Tenant shall indemnify and hold the Landlord harmless against any and all costs (including legal costs) and loss to person or property which arise out of the unlawful or negligent use and/or occupancy of the Site by the Tenant. The Tenant shall maintain during the Term and any extensions, public liability and property damage insurance coverage of not less than \$4,000,000 and shall include the Landlord as an additional insured.

Upon request of the Landlord, and thereafter upon renewal of the insurance policy, the Tenant shall provide to the Landlord evidence of such insurance having been obtained and maintained in the form of a certificate of insurance.

13. HAZARDOUS SUBSTANCES: The Landlord represents that it has no knowledge of any substance on the Site that is identified as hazardous, toxic, or dangerous in any applicable federal, provincial, or local law or regulation. The Landlord shall be responsible for any pre-existing contamination of the Site. The Landlord and the Tenant shall not introduce or use any such substance on the Site in violation of any applicable law.
14. PROPERTY TAXES: Any and all property taxes levied against the leased land shall be the responsibility of the Tenant.
15. MISCELLANEOUS:
 - a) The Tenant, upon providing compensation services specified, shall have quiet possession of the Site. The Landlord shall not cause or permit others to interfere with or impair the quality of the telecommunications services being rendered by the Tenant from the Site. The Tenant shall have 24 hour, 7 day a week access to the Site subject to the Landlord's reasonable security requirements.
 - b) Prior to initial installation, the Tenant shall supply the Landlord with plans and/or surveys as applicable (collectively the "plans"), which shall become schedules and form part of this agreement. The Tenant's plans for changes to the telecommunications facilities shall also become schedules and form part of this agreement. The Landlord shall, at the Tenant's expense, assist and co-operate with the Tenant in obtaining local authority approvals for the Tenant's permitted uses. The Tenant shall use the Site in compliance with all applicable laws, by-laws, rules and regulations of the appropriate jurisdictions pertaining to the environment, health, welfare, and occupational safety.
 - c) If the Landlord wishes to have any of the Tenant's infrastructure that is installed on the Site (under the terms of this agreement) moved, altered, or relocated for whatever reason, then the Landlord must obtain the consent of the Tenant and the Landlord shall cover the cost and expense of the approved change. The Landlord will not be held responsible for the cost of any infrastructure modification initiated by the Tenant or a third party that may be necessary to accommodate any future requirements or to comply with any applicable laws, by-laws, rules, or regulations.
 - d) The Tenant shall have exclusive right to operate a telecommunications facility at the Site during the Term and all extensions.

- e) The Landlord and/or its agent represents and warrants that it has full authority to enter into and sign this agreement and bind the Landlord accordingly.
- f) This agreement contains all agreements, promises and understandings between the Landlord and the Tenant. All future plans shall become schedules and form part of this agreement.
- g) The terms and conditions of this agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the Landlord and the Tenant.
- h) The Landlord shall permit the Tenant or its contractor's full access to the Site, in advance, for the purpose of satisfying itself, at its own expense, as to the appropriate conditions for the intended use of the Site, provided the Tenant shall repair any damage caused by any tests or inspections.
- i) If the Tenant remains in possession at end of Term(s), the Tenant shall be a monthly tenant at the then level of compensation.
- j) This agreement shall be governed by the laws of the province of Ontario. Invalid provisions are severable and do not impair the validity of the balance of this agreement.
- k) The tower/equipment hut compound shall be surrounded by a seven-foot high chain-link style security fence as referenced in Schedule C to help to prevent unauthorized access to the site and tower structure.
- l) For this agreement to remain in full force along this shared boundary (with the Township of Ryerson), the Tenant agrees to maintain a similar agreement with the Corporation of the Township of Ryerson.

16. ADDITIONAL PROVISIONS:

- a) Compensation Option A: If the Landlord selects this option as compensation, any services and materials provided by the Tenant, that are required to operate and support the repeater station referenced in Article 2, will be limited by the following terms and conditions:
 - Landlord will provide, at its cost, all inside equipment and materials required for the VHF repeater station. The Landlord will also be responsible for the cost of installation, turn-up, and commissioning of the repeater station;
 - The Landlord shall be responsible for the cost of any modifications to (or replacement of) any fixed or mobile radio sets that may be required to make the sets compatible with the repeater station;
 - Features, requirements, and overall performance of the repeater station will be the responsibility of the Landlord and ultimately determined by the system provisioned by the Landlord;

- Tenant will provide one unprotected 110/220 VAC power feed for the repeater rack and supply the electrical energy required for the repeater;
 - Any equipment and/or materials required to provide standby power protection for the VHF repeater station shall be provided at the expense of the Landlord;
 - Any services provided by the Tenant to the Landlord for repeater station maintenance (as required), to be billed on a time-and-materials basis;
 - Escorted access to the tower or cabinet/shelter, if required by the Landlord, will be billed by the Tenant to the Landlord;
 - The rights to use a Tenant-owned, tower-mounted, antenna that is necessary to support the repeater station are subject to additional terms and conditions set forth under separate agreement;
 - If this agreement is terminated under the terms of Article 11 or for any other reason, collocation services (described herein), as provided by the Tenant, shall cease unless other suitable arrangements can be made with terms and conditions set forth under separate agreement;
 - Included is the Landlord's use of one (1) stacked dipole antenna (equivalent to a Sinclair model SRL 210-C2 and owned by the Tenant), to be located at the top of the Horn Lake Tower. For use of the antenna and associated transmission line during the term of this agreement, the Landlord will pay a one-time construction charge approximately equal to the cost of the antenna, transmission line, and attachment hardware. The Tenant will install the antenna at its cost;
 - The provision of indoor collocation services necessary to support the repeater station may be subject to additional terms and conditions set forth under separate agreement. Tenant's ability to accommodate the Landlord's indoor equipment may be limited by space availability inside the cabinet or shelter. The Tenant shall make all reasonable efforts to accommodate the Landlord's indoor equipment. The Landlord shall bear any additional costs, if necessary, for the expansion of the cabinet or shelter to accommodate the Landlord's equipment.
- b) Compensation Option B: If the Landlord selects this option as compensation, the location the Landlord designates to receive the 1.5 Mbps internet connection referenced in Article 2, must be approved by the Tenant and be within the established wireless coverage footprint established by the Tenant in the Township of Chapman. The services will be made available to the Landlord on or about the time service is turned up and generally made available to the public. These services do not include the cost of any additional masts or towers that may be required to acquire the wireless service. The Landlord shall bear the cost of any such mast or tower. Any future performance enhancements made to NetSpectrum's Internet *Residential Package* service offering shall apply to

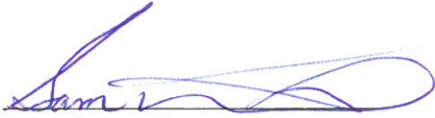
the complementary Internet connection provided to the Landlord under the terms of this agreement.

- The Landlord, and any other users of the complementary Internet connection provided under the terms of this agreement, shall accept and adhere to the terms of NetSpectrum's Acceptable Use Policy (AUP). The purpose of this AUP is to encourage fair and responsible use of the Internet resources provided and to discourage activities that may degrade the usability of network resources and infrastructure.

Landlord:

Corporation of the Municipality of Magnetawan

PO Box 70,
4304 Highway #520
Magnetawan, ON P0A 1P0
Facsimile No. (705) 387-4875



Name: Sam Dunnett

Title: Mayor, Corporation of the Municipality of Magnetawan

Date: JANUARY 25, 2012



Name: Roger Labelle

Title: Clerk, Corporation of the Municipality of Magnetawan

Date: JANUARY 25, 2012

We have authority to bind the Corporation.

Tenant:

Spectrum Telecom Group Inc.

505 Froot Road, Sudbury, ON P3C 5A2
Facsimile No. (705) 673-0957



Eric Kannen, President

Date: MARCH 07/2012



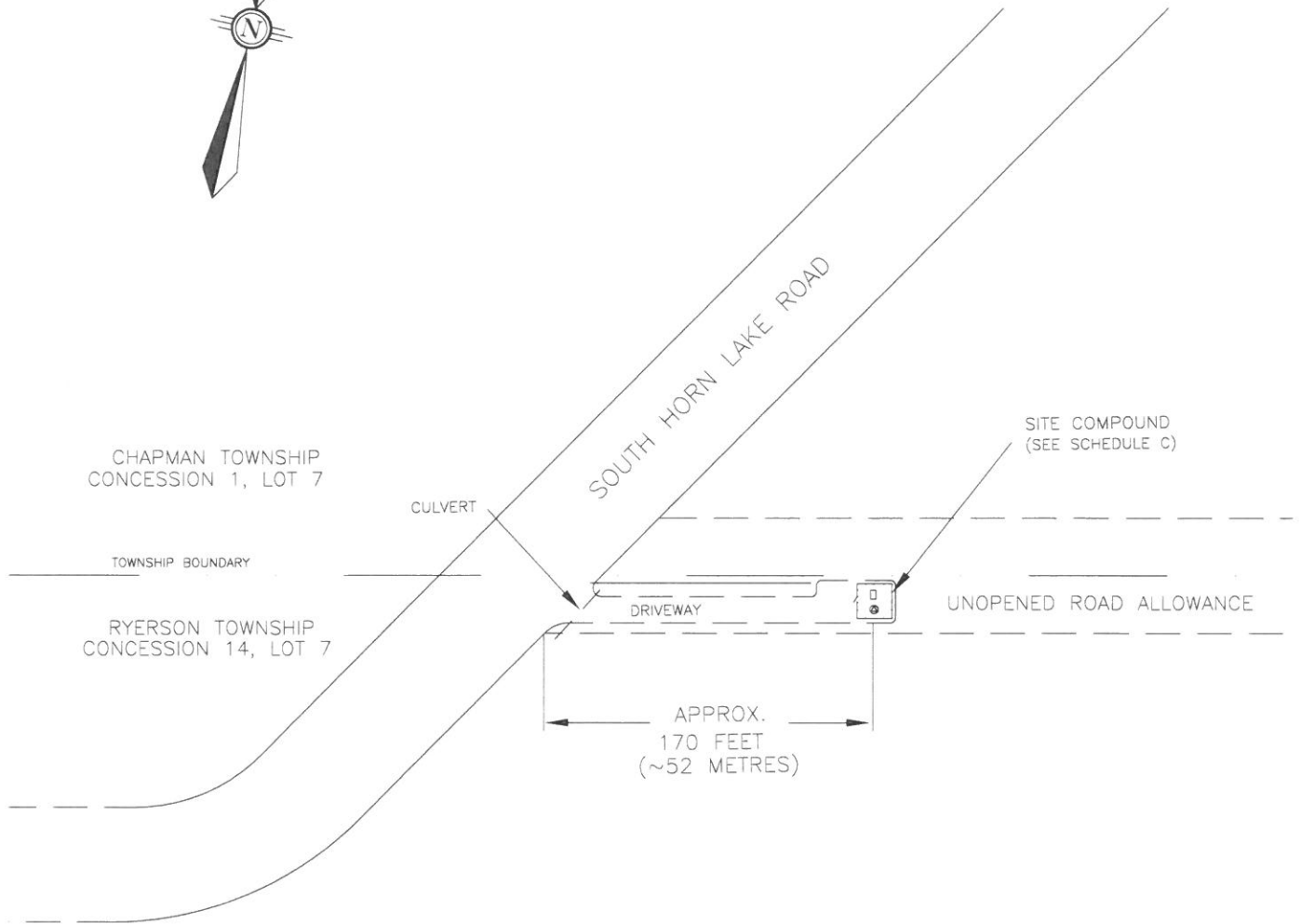
Christina Kannen, Vice President

Date: MARCH 07/2012

We have authority to bind the Corporation.

(Schedules "A", "B", and "C" attached)

SCHEDULE A
SITE LOCATION SKETCH
HORN LAKE, ONTARIO



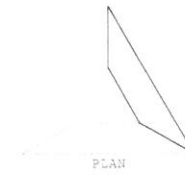
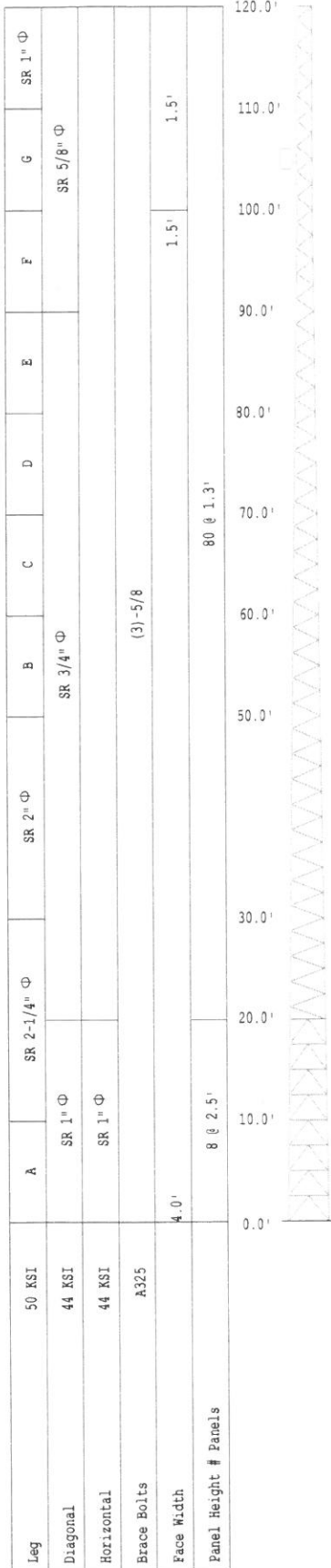
APPROX. SITE AREA: 400 SQ. FEET (37.2 SQ. METRES)

PROPERTY DESCRIPTION
UNOPENED ROAD ALLOWANCE APPROX. 170 FEET (52 METRES) EAST OF SOUTH HORN LAKE ROAD BETWEEN CON. 14, LOT 7, TWP. OF RYERSON AND CON. 1, LOT 7, TWP. OF CHAPMAN, DISTRICT OF PARRY SOUND

NOT TO SCALE.

DIMENSIONS ARE IN FEET UNLESS OTHERWISE NOTED.

ALL SITE DIMENSIONS TO BE APPROVED
BY TENANT AND LANDLORD PRIOR
TO CONSTRUCTION START.



NOTES:

1. Working Stress DESIGN (UNfactored)
2. TYPICAL DESIGN NOT FOR CONSTRUCTION
3. MAX T/T +/-1.55 DEGREES

ANTENNA LIST

NO	ELEV	ANTENNA	TX-LINE
1-3	Top'	(2) PMP320	(2)-CAT5
3-5	115'	(3) 9000AP	(3)-CAT5
6	105'	(1) VHLP2	(1)-LDF4-50A

MATERIAL LIST

NO	TYPE
A	SR 2-1/2" Φ
B	SR 1-3/4" Φ
C	SR 1-5/8" Φ
D	SR 1-1/2" Φ
E	SR 1-3/8" Φ
F	SR 1-1/4" Φ
G	SR 1-1/3" Φ

TOTAL FOUNDATION LOADS

H=3.63k
V=10.16k
M=239.28k-ft
T=0.60k-ft

INDIVIDUAL FOOTING LOADS

H=2.11k
V=72.46k
U=-65.66k



Head Office:
505 Froid Road
Sudbury, Ontario P3C 5A2

Location: Horn Lake, ON

Job No: Q-5128D

Date: 10 dec 2010

Total Height: 120.00'

Tower Height: 120.00'

Standard: CSA S37 2001

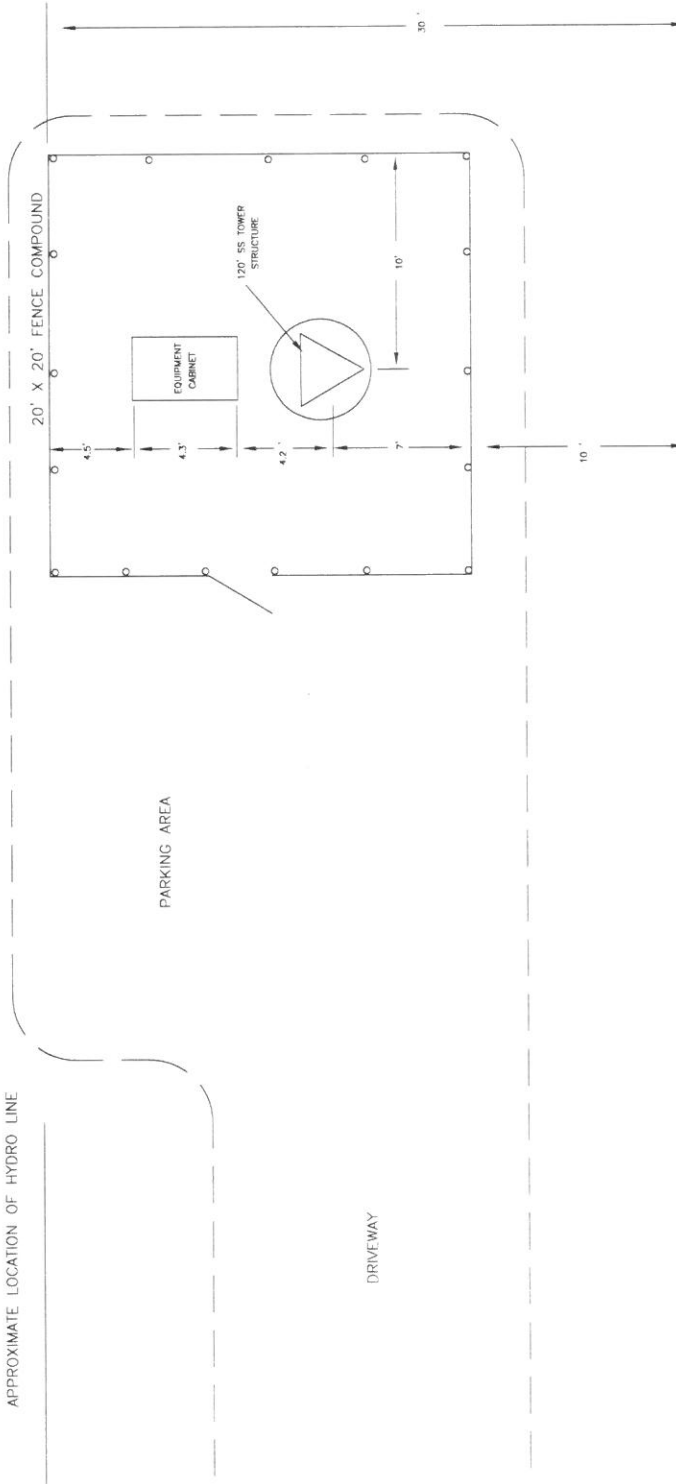
Design Wind & Ice: Qe=450Pa wind, Class II ice



SCHEDULE C
SITE LAYOUT SKETCH
HORN LAKE, ONTARIO

UNOPENED ROAD ALLOWANCE

APPROXIMATE LOCATION OF HYDRO LINE



LOT LINE FOR
CONCESSION 14, LOT 7
TOWNSHIP OF RYERSON

NOT TO SCALE.
DIMENSIONS ARE IN FEET.
ALL SITE DIMENSIONS TO BE APPROVED
BY TENANT AND LANDLORD PRIOR
TO CONSTRUCTION START.