

**THE CORPORATION OF THE TOWN OF PARRY SOUND  
REGISTERED AGREEMENT**

<b>AGREEMENT NO:</b>	<b>October 24, 2003</b>
<b>WITH:</b>	<b>O.N. Tel Inc.</b>
<b>RE:</b>	<b>Agreement- License and Building Space</b>
<b>BY-LAW NO:</b>	<b>2004-4615</b>
<b>EXPIRY DATE:</b>	<b>October 30, 2013</b>
<b>DEPARTMENT:</b>	<b>Finance &amp; Admin.</b>

*file*

*Agreements*

November 14, 2003

CAO/Clerk  
Town of Parry Sound  
52 Seguin Street  
Parry Sound ON P2A 1B4

Dear Sir/Madam:

Re: **License-Building Spa  
between O.N.Telcom**

*Dept.  
P2A*

**Town of Parry Sound**

Enclosed for your records, is one executed copy of the above mentioned Agreement.

Yours truly,

Director Operations & Engineering

/pvb  
Encl.

THIS AGREEMENT made in duplicate this 24<sup>th</sup> day of Oct. 2003

BETWEEN:

**O.N.TEL INC.**

a corporation incorporated under the laws of the Dominion of Canada having its head office in the City of North Bay, District of Nipissing and carrying on business as **O.N.TELCOM**

(hereinafter referred to as "O.N.Telcom")

OF THE FIRST PART

AND: **THE CORPORATION OF THE TOWN OF PARRY SOUND**

(hereinafter referred to as the "CBN Host")

OF THE SECOND PART

**LICENSE-BUILDING SPACE**

**WHEREAS** the CBN Host desires to support the communities' efforts to facilitate the development of telecommunications infrastructure and application development for the community;

**AND WHEREAS** O.N.Telcom requires building space in order to operate its equipment which is required to provide its services to customers in and surrounding the community;

**AND WHEREAS** the CBN Host is the owner of a certain Building located in the Town of Parry Sound, District of Parry Sound, Province of Ontario and more particularly described in Schedule "A" attached hereto;

**AND WHEREAS** the CBN Host hopes at some time in the future to construct a fibre optic network within the Parry Sound area, and if constructed, plans to use the building as a central termination point for the CBN Host's fibre optic network;

**AND WHEREAS** O.N.Telcom has requested the use of a portion of the building to house its telecommunications equipment on the terms and conditions contained in this Agreement (hereinafter referred to as "the "Licenced Premises").

**IN CONSIDERATION OF** the recitals and the provisions contained in this Agreement, the parties agree as follows:

**1. LICENSE**

Subject to the terms and conditions of this license, the CBN Host hereby grants a License to O.N.Telcom to:

- (a) Use and occupy the portion of the building as outlined in Schedule "A" attached hereto, to install, operate and maintain its telecommunications equipment required to provide high quality telecommunications infrastructure and access to customers in the community.

## **2. TERM**

- (a) The Effective Date of this Agreement shall be the last date on which a Party has executed this Agreement.
- (b) The expiry date of this Agreement shall be ten years after the Effective Date, after which it will be automatically renewed on the same terms and conditions every five years thereafter for five-year terms, subject to the provisions for termination hereafter contained.
- (c) Either party shall be entitled at its option, to terminate this Agreement where the other party fails to comply with any of the terms, conditions and obligations of this Agreement by providing the party with written notice of the deficiency and a period of sixty (60) days within which to cure such deficiency and where such deficiency remains unremedied at the expiration of the sixty (60) day period, this Agreement will terminate as specified in the notice..

## **3. CONSIDERATION**

(a) Local Loop Connection Charge is a regular O.N.Telcom charge for the cost of connecting customer equipment at a customer building to O.N.Telcom's network, and does not include usage charges for the cost of using O.N.Telcom's network. O.N.Telcom shall not assess Local Loop Connection charges to the CBN Host for services provided to the CBN Host at the Building; for greater clarity, Local Loop Connection Charges will still apply for services provided to other buildings where the CBN Host may request services.

(b) Schedule C provides a list of "Local Loop Connection Charges" in effect on May 5, 2003. Such schedule of charges may be revised from time to time by O.N.Telcom, and represents standard pricing to customers.

## **4. OBLIGATIONS OF THE CBN HOST**

- (a) The CBN Host is required to maintain, at its cost, the technical and operational specifications for the Licensed Premises as outlined in Schedule "B" attached to this Agreement, unless excluded by section 4 (b) below.
- (b) Prior to the installation of O.N.Telcom's telecommunications equipment, O.N.Telcom and CBN Host shall mutually agree upon any building, building systems, and room renovations, and costs associated therein, required to meet the technical and operational requirements in Schedule "B" attached. It is further agreed that O.N.Telcom will reimburse the CBN Host agreed upon costs for the renovations. O.N.Telcom and CBN Host shall also reach agreement on the operational cost sharing of any new building systems that may be required to accommodate O.N.Telcom's telecommunications equipment included on the Licensed Premises noting that, at the execution of this Agreement, the only renovation identified is the installation of an electrical outlet to meet the requirement of number 5 of Schedule B.
- (c) The CBN Host shall provide and maintain the Licensed Premises and allow O.N.Telcom and O.N.Telcom authorized contractors and agents to access the Licensed Premises as outlined in Schedule "B" attached.
- (d) The CBN Host shall provide and maintain secure space for all O.N.Telcom provided cables and wire between the exterior property line of the building and the Licensed Premises.

- (e) Subject to regulatory approvals, each party shall at all times repair and keep in good order and condition all equipment and all buildings and related equipment owned by it and controlled by it and used in or in connection with the Licensed Premises, to a reasonable standard of usage taking into account the age of such building and the equipment and the uses to which they are put, and each party shall, in accordance with the usual practice and as reasonably required, repair and replace all and any of the same which may become worn out, dilapidated, unserviceable or destroyed, and which are necessary for the efficient operation of the Service Access Point site.
- (f) The CBN Host shall pay all hydro electricity costs, which are required in order to maintain the O.N.Telcom telecommunications equipment.

#### **5. OBLIGATIONS OF O.N.TELCOM**

- (a) O.N.Telcom shall, within one year of the execution of this agreement, install equipment and commence operation of an O.N.Telcom service access point at the Building, where, subject to the availability of local loop facilities, O.N.Telcom will be able to provide telecommunication network services to customers in Parry Sound.
- (b) O.N.Telcom shall comply with all statutes, regulations, by-laws, codes and requirements of all governments and governmental authorities and all boards and commissions applicable thereto with respect to the use of the Licensed Premises.
- (c) O.N.Telcom shall ensure that the installation, operation and maintenance of all O.N.Telcom provided equipment in the Licensed Premises is in accordance with generally accepted industry standards for such installations.
- (d) O.N.Telcom shall ensure that the installation, operation of maintenance of exterior cables and inside wiring or cables as outlined in Schedule "B" is in accordance with generally accepted industry standards for such operations.

#### **6. LIABILITY**

- (a) Each party agrees that the wrongdoer shall make full and complete compensation for any damage caused to the innocent party's physical property by the wrongdoer's act or omission or that of any of its officers, employees, servants, agents, contractors or invitees or those for whom it is in law responsible.
- (b) Each party agrees that the wrongdoer shall make full and complete compensation for any bodily injury or death to any person caused by the wrongdoer's act or omission or that of any of its officers, employees, servants, agents, contractors or invitees or those for whom it is in law responsible or for bodily injury or death attributable to the equipment owned or operated by the wrongdoer, its officers, employees, servants, agents, contractors or invitees or those for whom it is in law responsible.
- (c) Each party agrees that the wrongdoer shall indemnify the innocent party and save it harmless from and against any and all actions, suits, claims, damage, costs, liability and expenses in any manner based upon, connected with or arising out of any breach, violation or non-performance by the wrongdoer of any of the terms and conditions of this Agreement, including the effects of any applicable environmental legislation, unless caused by the negligent act or omission of the innocent party, its officers, employees, agents, contractors or those for whom it is in law responsible.

- (d) Each party agrees that the wrongdoer shall waive against the innocent party, its officers, employees, agents or contractors any claims of any kind whether directly or indirectly arising out of or connected with the existence of this Agreement or for any injury to or death of any person or for any loss of or damage to any property belonging to the wrongdoer, its employees, servants, agents, invitees, licensees, contractors or visitors unless caused by the negligent act or omission of the innocent party, its officers, employees, agents, contractors or those for whom it is in law responsible.

## **7. USE OF THE LICENSED PREMISES**

The Licensed Premises shall only be used for the purpose of installing, maintaining and utilizing equipment required for the facilitation of telecommunications infrastructure and application development.

## **8. OPERATIONAL REQUIREMENTS**

- (a) O.N.Telcom shall not construct, renovate or replace any part of the Licensed Premises without first obtaining the permission, in writing, from the CBN Host and obtaining a license as required by the appropriate government authorities if required.
- (b) O.N.Telcom agrees that no work shall at any time be done on the Licensed Premises in such a manner so as to obstruct, delay, or in any way interfere with the CBN Host's operations.

## **9. INSURANCE**

O.N.Telcom shall provide the Town upon execution of this agreement a certificate of insurance: such insurance shall cover public liability and property damage in an amount of not less than \$2,000,000.00 for any single claim. The policy shall name the Town of Parry Sound as an additional insured. O.N.Tel shall maintain such insurance throughout the term of this agreement.

## **10. TERMINATION**

- (a) O.N.Telcom may, at any time during the term or renewal hereof, terminate this Agreement by giving the CBN Host one year's prior written notice of termination.
- (b) At the expiration of the term or upon the earlier termination of this Agreement, O.N.Telcom shall, within thirty (30) days, remove off the said Licensed Premises of the CBN Host all other materials and things which O.N.Telcom shall have placed thereon.
- (c) CBN Host may at any time during the term of renewal hereof, terminate this agreement by giving O.N.Telcom one year's prior written notice of termination provided CBN Host requires the facility for municipal purposes and the CBN Host agrees to reimburse O.N.Telcom the amount equal to the investment made by O.N.Telcom to locate at this site, such investment to include but not limited to: (i) O.N.Telcom equipment and material which is not reuseable by O.N.Telcom, (ii) building improvements or modifications required to accommodate O.N.Telcom, and (iii) construction charges from facility providers such as Bell Canada and Persona to bring services into the building; O.N.Telcom shall provide to the CBN Host a detailed statement verifying the costs.

## **11. ASSIGNMENT**

The rights contained in this Agreement may not be transferred, assigned or disposed of in any manner whatsoever by either party without the other party's prior written consent, such consent not to be unreasonably withheld.

**12. RELATIONSHIP**

Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, landlord and tenant, or of partnership or of joint venture between the parties hereto, it being understood and agreed that none of the provisions contained herein, nor any of the acts of the parties shall create any relationship between the parties other than that of Licensor and Licensee as described in this Agreement.

**13. NOTICE**

Any notice required by this License Agreement shall be in writing and shall be deemed to have been sufficiently given when personally delivered telefaxed or sent by prepaid registered post addressed to O.N.Telcom to:

Vice-President O.N.Telcom  
555 Oak Street East  
North Bay, ON P1B 8L3

and addressed to the CBN Host to:

CAO/Clerk  
Town of Parry Sound  
52 Seguin Street  
Parry Sound, ON P2A 1B4

Any notice made or given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof, or if made or given by telefax, on the first business day following the transmittal thereof, or, if sent by prepaid registered post, on the third business day following the day of mailing thereof, except in the case of the interruption or anticipated interruption in the mail service in which case such notice shall be given by personal delivery or telefax.

**14. SUCCESSORS**

Subject to paragraph 11, this License Agreement and the covenants, provisions and obligations herein contained shall enure to the benefit of and be binding upon each party, its successors and assigns.

**IN WITNESS WHEREOF** the said parties hereto have signed these presents and affixed their respective seals under the hands of their respective officers duly authorized in that behalf.

**SIGNED, SEALED and DELIVERED**

in the presence of:

per

Secretary

**THE CORPORATION OF THE  
TOWN OF PARRY SOUND**

per

Mayor

CAO/Clerk

Schedule "A"



## **Schedule B - Technical and Operational Specifications for Equipment Room**

### **Environmental**

1. Sufficient ventilation and temperature control of the room to dissipate up to 500Watts of heat from O.N.Telcom's equipment, and continuously maintain a temperature between +5 Celsius and +35 Celsius, with a normal operating temperature of 20 Celsius.
2. Dust and air particle levels no greater than the levels of a normal business office environment.
3. Humidity Levels the same as those for a normal business office environment.
4. Lighting levels as agreed upon, to ensure safe and efficient operation, installation and maintenance within the Equipment Room.

### **Power**

5. A 120VAC 15AMP circuit for O.N.Telcom's equipment (20AMP capacity preferred for future).

### **Security**

6. Doors to the room shall be keyed for secure access, and will normally be kept locked by the CBN Host, excepting when the CBN Host requires access.
7. The CBN Host shall retain a list of all those persons holding keys to the room.
8. Signage, approved by the CBN Host, will be posted, indicating that the room is for authorized personnel only (authorized by the CBN Host or O.N.Telcom).

### **Personnel Access**

9. Unrestricted access to the room, 24 hours a day, seven days a week, for O.N.Telcom employees, and O.N.Telcom authorized contractors, or agents.
10. Third party access as required, to the building in general, for the installation of telecommunications and transmission facilities, between the exterior of the CBN Host's property line to the Equipment Room, including without limitation, entrance cables.

### **Connecting Telecommunications Facilities**

11. The installation of exterior telecommunications cables by O.N.Telcom or a third party, between the property line, and an entrance point to the building.
12. The installation of inside wiring or cables between the point where the external cables are terminated, and the Equipment Room, following industry standard installation practices.

## Emergency Conditions

13. In emergency repair situations, and when the O.N.Telcom employee, contractor or agent is unable to utilize their cellular/mobile phone, reasonable access to a telephone line within the building, if available, so that emergency repairs can be coordinated.

## CBN Host Contact

14. Optionally, the CBN Host will designate a contact person, employed by the CBN Host, who will have access to the Equipment room, and who, upon request, and with assistance from O.N.Telcom technicians, provide information to O.N.Telcom about the conditions of the Equipment room and the equipment there (normally to assist in determining the cause of a service problem).

## Schedule C -- Local Loop

### Connection Charges

The following data are excerpts from O.N.Telcom's tariff pages and outline those Local Loop Connection Charges that would not be applied to the CBN Host. Tariff pages are subject revisions with CRTC approval.

#### Item 5026. DIGITAL NETWORK ACCESS (DNA)

##### 3. Rates and Charges

The customer shall pay the following rates and charges for Digital Network Access:

###### a) Low Speed Access.

The following Access, Link and Intra-exchange Channel rates and charges apply when used with the following services:

- Strato Plan Service Extension Access Service (Item 5032) for speeds up to DS-0.
- FME Access (Item 5030) for speeds up to DS-0 and MTU Access (Item 5030) for 2 times 64 Kbps or 1 times 128 Kbps.
- Other services as identified in the Company's tariff.

	Monthly Rate	Service Charge
Access, each.....	\$60.00	\$300.00 (Note 1)
Link, each serving wire center or rate center, as appropriate, each circuit	60.00	N/A

Note 1: The service charge also applies when an existing Digital Network Access connected to Low Speed (i.e., less than 1.544 Mbps) Strato Stream Station Equipment is reconfigured to accommodate a change in terminating equipment.

Note 2: This service charge applies in addition to the service charges specified in Item 5030.4(a) Note 2 associated with changes to the Service Extension Feature.

b) DS-1 Access

The following Access, Link and Intra-exchange Channel rates and charges apply when used with the following services:

b) DS-1 Access – continued

1. DS-1 Access, each customer, each location (Note 1)

Note 1: Customers located in non-serving areas pay the rates of Band 3, in addition to the expense incurred or Special Facilities Tariff rates, whichever apply, to subscribe to DS-1 access.

Note 2: Applies to the initial 28 DS-1's only.

The customer shall pay the following rates and charges for Digital Network Access: - continued

c) DS-3 Access

The following rates and charges apply for DS-3 Access:

1. DS-3 Link and Intra-exchange Channel

	Monthly Rate	Service Charge
Link, each serving wire center, or rate center, as appropriate, all serving areas (Note 4).....	\$100.00	N/A
Intra-exchange Channel, all serving areas, each.....	1,000.00	N/A

Note 4: When the channel is between the serving wire center and the rate center, Link charges as specified above apply at the serving wire center and rate center.

2. DS-3 Access:

Note 9: The non-contracted DS-3 access is only provided where suitable facilities exist. If facilities must be added between the customer location and the serving wire center, additional charges will apply.

Note 10: The rates for "first" and "additional" DS-3 accesses apply when the DS-3 accesses originate from the same customer premises. Exceptions to this application are DS-3 accesses used for Access Diversity, and Megalink and/or DEA.

Note 11: Customers located in non-serving areas pay the rates of Band 3 in addition to the expense incurred or Special Facility Tariff rates, whichever apply, to subscribe to DS-3 access.

THIS AGREEMENT made in duplicate this 24<sup>th</sup> day of Oct. 2003

BETWEEN:

**O.N.TEL INC.**

a corporation incorporated under the laws of the Dominion of Canada having its head office in the City of North Bay, District of Nipissing and carrying on business as **O.N.TELCOM**

(hereinafter referred to as "O.N.Telcom")

OF THE FIRST PART

AND: **THE CORPORATION OF THE TOWN OF PARRY SOUND**

(hereinafter referred to as the "CBN Host")

OF THE SECOND PART

### **LICENSE-BUILDING SPACE**

**WHEREAS** the CBN Host desires to support the communities' efforts to facilitate the development of telecommunications infrastructure and application development for the community;

**AND WHEREAS** O.N.Telcom requires building space in order to operate its equipment which is required to provide its services to customers in and surrounding the community;

**AND WHEREAS** the CBN Host is the owner of a certain Building located in the Town of Parry Sound, District of Parry Sound, Province of Ontario and more particularly described in Schedule "A" attached hereto;

**AND WHEREAS** the CBN Host hopes at some time in the future to construct a fibre optic network within the Parry Sound area, and if constructed, plans to use the building as a central termination point for the CBN Host's fibre optic network;

**AND WHEREAS** O.N.Telcom has requested the use of a portion of the building to house its telecommunications equipment on the terms and conditions contained in this Agreement (hereinafter referred to as "the "Licenced Premises").

**IN CONSIDERATION OF** the recitals and the provisions contained in this Agreement, the parties agree as follows:

#### **1. LICENSE**

Subject to the terms and conditions of this license, the CBN Host hereby grants a License to O.N.Telcom to:

- (a) Use and occupy the portion of the building as outlined in Schedule "A" attached hereto, to install, operate and maintain its telecommunications equipment required to provide high quality telecommunications infrastructure and access to customers in the community.

**2. TERM**

- (a) The Effective Date of this Agreement shall be the last date on which a Party has executed this Agreement.
- (b) The expiry date of this Agreement shall be ten years after the Effective Date, after which it will be automatically renewed on the same terms and conditions every five years thereafter for five-year terms, subject to the provisions for termination hereafter contained.
- (c) Either party shall be entitled at its option, to terminate this Agreement where the other party fails to comply with any of the terms, conditions and obligations of this Agreement by providing the party with written notice of the deficiency and a period of sixty (60) days within which to cure such deficiency and where such deficiency remains unremedied at the expiration of the sixty (60) day period, this Agreement will terminate as specified in the notice..

**3. CONSIDERATION**

(a) Local Loop Connection Charge is a regular O.N.Telcom charge for the cost of connecting customer equipment at a customer building to O.N.Telcom's network, and does not include usage charges for the cost of using O.N.Telcom's network. O.N.Telcom shall not assess Local Loop Connection charges to the CBN Host for services provided to the CBN Host at the Building; for greater clarity, Local Loop Connection Charges will still apply for services provided to other buildings where the CBN Host may request services.

(b) Schedule C provides a list of "Local Loop Connection Charges" in effect on May 5, 2003. Such schedule of charges may be revised from time to time by O.N.Telcom, and represents standard pricing to customers.

**4. OBLIGATIONS OF THE CBN HOST**

- (a) The CBN Host is required to maintain, at its cost, the technical and operational specifications for the Licensed Premises as outlined in Schedule "B" attached to this Agreement, unless excluded by section 4 (b) below.
- (b) Prior to the installation of O.N.Telcom's telecommunications equipment, O.N.Telcom and CBN Host shall mutually agree upon any building, building systems, and room renovations, and costs associated therein, required to meet the technical and operational requirements in Schedule "B" attached. It is further agreed that O.N.Telcom will reimburse the CBN Host agreed upon costs for the renovations. O.N.Telcom and CBN Host shall also reach agreement on the operational cost sharing of any new building systems that may be required to accommodate O.N.Telcom's telecommunications equipment included on the Licensed Premises noting that, at the execution of this Agreement, the only renovation identified is the installation of an electrical outlet to meet the requirement of number 5 of Schedule B.
- (c) The CBN Host shall provide and maintain the Licensed Premises and allow O.N.Telcom and O.N.Telcom authorized contractors and agents to access the Licensed Premises as outlined in Schedule "B" attached.
- (d) The CBN Host shall provide and maintain secure space for all O.N.Telcom provided cables and wire between the exterior property line of the building and the Licensed Premises.

- (e) Subject to regulatory approvals, each party shall at all times repair and keep in good order and condition all equipment and all buildings and related equipment owned by it and controlled by it and used in or in connection with the Licensed Premises, to a reasonable standard of usage taking into account the age of such building and the equipment and the uses to which they are put, and each party shall, in accordance with the usual practice and as reasonably required, repair and replace all and any of the same which may become worn out, dilapidated, unserviceable or destroyed, and which are necessary for the efficient operation of the Service Access Point site.
- (f) The CBN Host shall pay all hydro electricity costs, which are required in order to maintain the O.N.Telcom telecommunications equipment.

## **5. OBLIGATIONS OF O.N.TELCOM**

- (a) O.N.Telcom shall, within one year of the execution of this agreement, install equipment and commence operation of an O.N.Telcom service access point at the Building, where, subject to the availability of local loop facilities, O.N.Telcom will be able to provide telecommunication network services to customers in Parry Sound.
- (b) O.N.Telcom shall comply with all statutes, regulations, by-laws, codes and requirements of all governments and governmental authorities and all boards and commissions applicable thereto with respect to the use of the Licensed Premises.
- (c) O.N.Telcom shall ensure that the installation, operation and maintenance of all O.N.Telcom provided equipment in the Licensed Premises is in accordance with generally accepted industry standards for such installations.
- (d) O.N.Telcom shall ensure that the installation, operation of maintenance of exterior cables and inside wiring or cables as outlined in Schedule "B" is in accordance with generally accepted industry standards for such operations.

## **6. LIABILITY**

- (a) Each party agrees that the wrongdoer shall make full and complete compensation for any damage caused to the innocent party's physical property by the wrongdoer's act or omission or that of any of its officers, employees, servants, agents, contractors or invitees or those for whom it is in law responsible.
- (b) Each party agrees that the wrongdoer shall make full and complete compensation for any bodily injury or death to any person caused by the wrongdoer's act or omission or that of any of its officers, employees, servants, agents, contractors or invitees or those for whom it is in law responsible or for bodily injury or death attributable to the equipment owned or operated by the wrongdoer, its officers, employees, servants, agents, contractors or invitees or those for whom it is in law responsible.
- (c) Each party agrees that the wrongdoer shall indemnify the innocent party and save it harmless from and against any and all actions, suits, claims, damage, costs, liability and expenses in any manner based upon, connected with or arising out of any breach, violation or non-performance by the wrongdoer of any of the terms and conditions of this Agreement, including the effects of any applicable environmental legislation, unless caused by the negligent act or omission of the innocent party, its officers, employees, agents, contractors or those for whom it is in law responsible.



- (d) Each party agrees that the wrongdoer shall waive against the innocent party, its officers, employees, agents or contractors any claims of any kind whether directly or indirectly arising out of or connected with the existence of this Agreement or for any injury to or death of any person or for any loss of or damage to any property belonging to the wrongdoer, its employees, servants, agents, invitees, licensees, contractors or visitors unless caused by the negligent act or omission of the innocent party, its officers, employees, agents, contractors or those for whom it is in law responsible.

## **7. USE OF THE LICENSED PREMISES**

The Licensed Premises shall only be used for the purpose of installing, maintaining and utilizing equipment required for the facilitation of telecommunications infrastructure and application development.

## **8. OPERATIONAL REQUIREMENTS**

- (a) O.N.Telcom shall not construct, renovate or replace any part of the Licensed Premises without first obtaining the permission, in writing, from the CBN Host and obtaining a license as required by the appropriate government authorities if required.
- (b) O.N.Telcom agrees that no work shall at any time be done on the Licensed Premises in such a manner so as to obstruct, delay, or in any way interfere with the CBN Host's operations.

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O.N.Telcom shall provide the Town upon execution of this agreement a certificate of insurance: such insurance shall cover public liability and property damage in an amount of not less than \$2,000,000.00 for any single claim. The policy shall name the Town of Parry Sound as an additional insured. O.N.Tel shall maintain such insurance throughout the term of this agreement.

## **10. TERMINATION**

- (a) O.N.Telcom may, at any time during the term or renewal hereof, terminate this Agreement by giving the CBN Host one year's prior written notice of termination.
- (b) At the expiration of the term or upon the earlier termination of this Agreement, O.N.Telcom shall, within thirty (30) days, remove off the said Licensed Premises of the CBN Host all other materials and things which O.N.Telcom shall have placed thereon.
- (c) CBN Host may at any time during the term of renewal hereof, terminate this agreement by giving O.N.Telcom one year's prior written notice of termination provided CBN Host requires the facility for municipal purposes and the CBN Host agrees to reimburse O.N.Telcom the amount equal to the investment made by O.N.Telcom to locate at this site, such investment to include but not limited to: (i) O.N.Telcom equipment and material which is not reuseable by O.N.Telcom, (ii) building improvements or modifications required to accommodate O.N.Telcom, and (iii) construction charges from facility providers such as Bell Canada and Persona to bring services into the building; O.N.Telcom shall provide to the CBN Host a detailed statement verifying the costs.

## **11. ASSIGNMENT**

The rights contained in this Agreement may not be transferred, assigned or disposed of in any manner whatsoever by either party without the other party's prior written consent, such consent not to be unreasonably withheld.

Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, landlord and tenant, or of partnership or of joint venture between the parties hereto, it being understood and agreed that none of the provisions contained herein, nor any of the acts of the parties shall create any relationship between the parties other than that of Licensor and Licensee as described in this Agreement.

Any notice required by this License Agreement shall be in writing and shall be deemed to have been sufficiently given when personally delivered telefaxed or sent by prepaid registered post addressed to Q.N.Telcom to:

**Vice-President O.N.Telcom**  
**555 Oak Street East**  
**North Bay, ON P1B 8L3**

and addressed to the CBN Host to:

**CAO/Clerk  
Town of Parry Sound  
52 Seguin Street  
Parry Sound, ON P2A 1B4**

Any notice made or given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof, or if made or given by telefax, on the first business day following the transmittal thereof, or, if sent by prepaid registered post, on the third business day following the day of mailing thereof, except in the case of the interruption or anticipated interruption in the mail service in which case such notice shall be given by personal delivery or telefax.

Subject to paragraph 11, this License Agreement and the covenants, provisions and obligations herein contained shall enure to the benefit of and be binding upon each party, its successors and assigns.

**IN WITNESS WHEREOF** the said parties hereto have signed these presents and affixed their respective seals under the hands of their respective officers duly authorized in that behalf.

ONTEI INC

**in the presence of:**

per ~~Vice President~~

**Secretary**

**THE CORPORATION OF THE  
TOWN OF DADDY SOUNG**

per. - Mayor -

## CAO/Clerk

Schedule "A"

## **Schedule B - Technical and Operational Specifications for Equipment Room**

### **Environmental**

1. Sufficient ventilation and temperature control of the room to dissipate up to 500Watts of heat from O.N.Telcom's equipment, and continuously maintain a temperature between +5 Celsius and +35 Celsius, with a normal operating temperature of 20 Celsius.
2. Dust and air particle levels no greater than the levels of a normal business office environment.
3. Humidity Levels the same as those for a normal business office environment.
4. Lighting levels as agreed upon, to ensure safe and efficient operation, installation and maintenance within the Equipment Room.

### **Power**

5. A 120VAC 15AMP circuit for O.N.Telcom's equipment (20AMP capacity preferred for future).

### **Security**

6. Doors to the room shall be keyed for secure access, and will normally be kept locked by the CBN Host, excepting when the CBN Host requires access.
7. The CBN Host shall retain a list of all those persons holding keys to the room.
8. Signage, approved by the CBN Host, will be posted, indicating that the room is for authorized personnel only (authorized by the CBN Host or O.N.Telcom).

### **Personnel Access**

9. Unrestricted access to the room, 24 hours a day, seven days a week, for O.N.Telcom employees, and O.N.Telcom authorized contractors, or agents.
10. Third party access as required, to the building in general, for the installation of telecommunications and transmission facilities, between the exterior of the CBN Host's property line to the Equipment Room, including without limitation, entrance cables.

### **Connecting Telecommunications Facilities**

11. The installation of exterior telecommunications cables by O.N.Telcom or a third party, between the property line, and an entrance point to the building.
12. The installation of inside wiring or cables between the point where the external cables are terminated, and the Equipment Room, following industry standard installation practices.

## **Emergency Conditions**

13. In emergency repair situations, and when the O.N.Telcom employee, contractor or agent is unable to utilize their cellular/mobile phone, reasonable access to a telephone line within the building, if available, so that emergency repairs can be coordinated.

## **CBN Host Contact**

14. Optionally, the CBN Host will designate a contact person, employed by the CBN Host, who will have access to the Equipment room, and who, upon request, and with assistance from O.N.Telcom technicians, provide information to O.N.Telcom about the conditions of the Equipment room and the equipment there (normally to assist in determining the cause of a service problem).

## Schedule C – Local Loop

### Connection Charges

The following data are excerpts from O.N.Telcom's tariff pages and outline those Local Loop Connection Charges that would not be applied to the CBN Host. Tariff pages are subject revisions with CRTC approval.

#### Item 5026. **DIGITAL NETWORK ACCESS (DNA)**

##### 3. **Rates and Charges**

The customer shall pay the following rates and charges for Digital Network Access:

##### a) **Low Speed Access.**

The following Access, Link and Intra-exchange Channel rates and charges apply when used with the following services:

- Strato Plan Service Extension Access Service (Item 5032) for speeds up to DS-0.
- FME Access (Item 5030) for speeds up to DS-0 and MTU Access (Item 5030) for 2 times 64 Kbps or 1 times 128 Kbps.
- Other services as identified in the Company's tariff.

	Monthly Rate	Service Charge
Access, each.....	\$60.00	\$300.00 (Note 1)
Link, each serving wire center or rate center, as appropriate, each circuit	60.00	N/A

Note 1: The service charge also applies when an existing Digital Network Access connected to Low Speed (i.e., less than 1.544 Mbps) Strato Stream Station Equipment is reconfigured to accommodate a change in terminating equipment.

Note 2: This service charge applies in addition to the service charges specified in Item 5030.4(a) Note 2 associated with changes to the Service Extension Feature.

**b) DS-1 Access**

The following Access, Link and Intra-exchange Channel rates and charges apply when used with the following services:

**b) DS-1 Access – continued**

**1. DS-1 Access, each customer, each location (Note 1)**

**Note 1:** Customers located in non-serving areas pay the rates of Band 3, in addition to the expense incurred or Special Facilities Tariff rates, whichever apply, to subscribe to DS-1 access.

**Note 2:** Applies to the initial 28 DS-1's only.

The customer shall pay the following rates and charges for Digital Network Access: - continued

c) DS-3 Access

The following rates and charges apply for DS-3 Access:

1. DS-3 Link and Intra-exchange Channel

	Monthly Rate	Service Charge
Link, each serving wire center, or rate center, as appropriate, all serving areas (Note 4).....	\$100.00	N/A
Intra-exchange Channel, all serving areas, each.....	1,000.00	N/A

Note 4: When the channel is between the serving wire center and the rate center, Link charges as specified above apply at the serving wire center and rate center.

2. DS-3 Access:

Note 9: The non-contracted DS-3 access is only provided where suitable facilities exist. If facilities must be added between the customer location and the serving wire center, additional charges will apply.

Note 10: The rates for "first" and "additional" DS-3 accesses apply when the DS-3 accesses originate from the same customer premises. Exceptions to this application are DS-3 accesses used for Access Diversity, and Megalink and/or DEA.

Note 11: Customers located in non-serving areas pay the rates of Band 3 in addition to the expense incurred or Special Facility Tariff rates, whichever apply, to subscribe to DS-3 access.