

Site No.: ON1409

## NATIONAL SITE LICENCE AGREEMENT

This Agreement is made as of \_\_\_\_\_, 2023.

#### **BETWEEN**:

## MUNICIPALITY OF LAKESHORE

(the "Licensor")

AND:

## **TELUS** Communications Inc.

("TELUS")

## **RECITALS:**

**A.** The Licensor is the owner, lessee or licensee of the real property, including any buildings and structures situated thereon, described in Schedule "A" attached hereto (the "**Premises**").

**B.** The Licensor has agreed to grant to TELUS a licence to the area on the Premises as more particularly outlined in blue on Schedule "B" attached to this Agreement (the "**Site**") being a portion or portions of the Premises and a licence to use the rest of the Premises except the Site (the "**Rest of the Premises**"), all for the uses described in this Agreement.

**C.** Without limiting any of the rights granted to TELUS in this Agreement, the general intent of this Agreement is to permit TELUS to use the Premises mainly as a telecommunications:

Tower site, as more particularly described in Schedule "C"

Rooftop/Exterior site

In-building site

NOW THEREFORE in consideration of the fee payable by TELUS to the Licensor hereunder and other valuable consideration the receipt and sufficiency of which is acknowledged by the parties hereto (the "**Parties**"), the Licensor hereby grants TELUS a licence to use the Site together with its fixtures and appurtenances and a licence to use the Rest of the Premises in accordance with the terms and conditions hereinafter set out and in the Schedules attached hereto, the whole forming the agreement between the Parties (the "**Agreement**").

**1.** <u>Term and Commencement Date.</u> The term of the Agreement shall be irrevocable (except as provided for in this Agreement) for a period of five (5) years commencing on February 1, 2023 (the "**Commencement Date**") and any extension terms(s) as provided for in this Agreement (collectively the "**Term**").

2. <u>Rights of Extension</u>. The Licensor hereby grants to TELUS the right to extend the initial term of this Agreement for three further and consecutive periods of five years each. Such extensions shall take effect automatically and without further notice, unless TELUS gives notice to the Licensor, at least 90 days prior to the end of the current term of this Agreement, that it shall not exercise such right of extension. Each extension term will be subject to the same terms and

conditions that apply during the initial term except for the Fee, as more particularly set out in section 3.

## 3. <u>Fee.</u>

- (a) <u>Licence Fee.</u> For the rights granted by the Licensor to TELUS, TELUS shall pay to the Licensor a nominal licence fee of \$1.00 per annum on the first day of each year of the Term.
- (b) <u>TELUS Mobility Account Credits</u>. TELUS will provide the Licensor with \$1,200.00 of TELUS mobility account credits per month to an account designated by the Licensor. The Licensor is responsible for all charges over and above the monthly limit of \$1,200.00. This provision is non-transferable and non-refundable and shall continue for the duration of this Agreement.
- (c) The Licence Fee and TELUS Mobility Account Credits set out in subsections 3(a) and 3(b) (collectively, the "Fee") shall be increased annually at the rate of 15%, commencing of the first day of each Term or extension Term.
- (d) If, at any time during the Term, the Licensor terminates its mobility account services with TELUS, TELUS will pay the TELUS Mobility Account Credits in Canadian currency to the Licensor, in accordance with the provisions of this section 3, and any monthly balance owing will be prorated and paid accordingly.

#### 4. <u>Uses.</u>

- (a) Equipment and Equipment Space at the Site TELUS shall have the non-exclusive, right to:
  - (i) construct (including staging), install, use, operate, repair, replace, modify, expand, relocate and remove equipment (including antennas and microwave dishes), devices, utility and communications cabling (including fibre), poles and other support structures, risers, conduits, ducts, vertical and/or horizontal cable pathways and facilities, as required from time to time by TELUS (collectively the "Equipment"), and such enclosed structures and interior spaces as required from time to time for the purpose of housing the Equipment or any part thereof (the "Equipment Space") on the Site;
  - (ii) make other alterations and improvements at the Site as deemed necessary by TELUS; and
  - (iii) if applicable, install concrete moorings above and below grade at the Site as required in order to ensure the stability of certain exterior Equipment.
- (b) Access and Utilities at the Rest of the Premises TELUS shall have the right to:
  - (i) access the Site on, over, under and through the Rest of the Premises with personnel and vehicles; and
  - (ii) construct (including staging), install, use operate, repair, replace, modify, expand, relocate and remove all required power and communications cabling and related Equipment on, over, under and through the Rest of the Premises as may be needed to bring utilities to the Site.

(c) <u>Purposes</u> - TELUS' rights in this Agreement are for the purpose of carrying on the business of TELUS as a telecommunications service provider and may be exercised by TELUS, its employees, agents, contractors and licensees (and their respective employees) on a 24 hour/7 days a week basis.

5. <u>Termination by TELUS.</u> If, at any time during the Term, either party determines, in its sole discretion, that operating the Site for the purposes declared in this Agreement is, or has become, commercially impractical, for any reason whatsoever, either party may terminate this Agreement without damages or penalty upon 30 days prior written notice to the .

## 6. <u>Covenants of TELUS.</u>

- (a) <u>Safety and Maintenance</u> TELUS shall install, operate and maintain its Equipment and the Equipment Space in a good, safe, and workmanlike manner which may include grounding.
- (b) <u>Electricity Charges</u> TELUS shall pay for the electricity charges attributable to the operation of the Equipment at the Site by having a separately metered electrical service.
- (c) <u>3rd Party Utility Providers</u> If portions of the Premises are used for buried or overhead utility cables or wires or if for other bona fide reasons, TELUS requires one or more local utilities to provide services (e.g. electricity) to the Site, then at the request of each utility and at the request of TELUS, the Licensor shall, at no cost to TELUS and within 30 days of receiving the request (or such longer period of time as the Licensor may require if the grant would cause unreasonable interference with the daily operations of the Licensor), grant to the utility a right of way for purposes of providing such services, including all necessary infrastructure and equipment (e.g. poles, cables, pipes etc.), in the form of the such utility's standard document, subject to approval by the Licensor, approval not to be unreasonably withheld, conditioned or delayed. The Licensor shall not be obliged to pay for any costs of such right of way and necessary infrastructure and equipment.
- (d) <u>Removal of Equipment</u> Within 90 days after the expiration or termination of this Agreement, weather permitting, and unless the Parties agree in writing otherwise, TELUS shall remove its above ground Equipment and any related housing structures (where applicable) from the Premises, cut off all foundations and moorings (where applicable) to no less than one meter below grade, and restore the surface of the Site to approximately the state it was in as of the Commencement Date, reasonable wear and tear excepted.
- (e) <u>TELUS Interference</u> TELUS covenants that TELUS' operation of its radio system(s) shall not cause material interference with, or degradation of, any other wireless signals existing as of the Commencement Date, which are lawfully transmitted or received by third party licensees within or on the Premises. TELUS shall use all best efforts to correct such interference or degradation caused by TELUS, where reasonably demonstrated, upon receiving written notice thereof from the Licensor.
- (f) <u>**Taxes, Rates and Assessments**</u> TELUS will pay as and when due all taxes, rates and assessments, including real or immovable property taxes, that are levied, charged

or assessed with respect to any business carried on by TELUS on or from the Premises, or any structures erected on the Site by TELUS or used by TELUS.

#### 7. <u>Covenants of the Licensor.</u>

- (a) <u>Licensor Interference</u> The Licensor shall, subject to subsection 7(b), not do or permit to be done, any act or thing including any change to the Premises and its appurtenances that could materially affect TELUS' operation of its radio system or affect access to or use of the Premises including utilities by TELUS in accordance with the Agreement.
- (b) **<u>Third Party Equipment</u>** - The Licensor may at any time grant rights to third parties to install other or additional telecommunications transmission equipment on the Premises, provided that the operation of such other or additional equipment does not interfere with the operation of the Equipment or Equipment Space. The Licensor shall provide TELUS with 60 days prior written notice of the proposed new installation, and TELUS shall thereafter work with the installer and operator of the new equipment to ensure that the proposed new installation does not interfere with the operation of the Equipment. The Licensor shall, as a condition of the grant of any rights to third parties to install other or additional telecommunications transmission equipment, stipulate that such party must collaborate with TELUS as described above and must refrain from installing and operating any such equipment until TELUS has determined, acting reasonably, that no material interference with the operation of the Equipment will result. The Licensor shall include the stipulations set out in the preceding sentence in any instrument used to grant rights to third parties to install other or additional telecommunications equipment on the Premises. For a Site containing a tower or similar free standing structure, this subsection shall not apply to the Site, but shall apply to the Rest of the Premises.
- (c) <u>Emergency Power</u> The Licensor shall allow TELUS to install hard wire electrical connections to the Licensor's emergency power generator on the Premises for emergency use by TELUS in case of any failure of public electrical service to the Site.
- (d) Premises Maintenance The Licensor agrees to provide not less than 30 days prior written notice to TELUS of any repairs, additions or maintenance (collectively the "Work") to take place at the Premises, which may have an impact on the Equipment Space or the operation of the Equipment, except in the case of an emergency situation. The Licensor further agrees to meet on-site with TELUS and to make available the contractor(s) involved with the Work, not less than 15 business days prior to the commencement of the Work to review the Work and the related impact on the Equipment Space or the Equipment, except in the case of an emergency situation requiring immediate intervention to: 1) preserve the structural integrity of the Premises, 2) prevent damage to other property, or 3) prevent personal injury. The Licensor further agrees to make a reasonable effort to inform TELUS as soon as possible of an emergency situation that may have an adverse effect on the Equipment Space or the Equipment.
- (e) <u>Trees, Vegetation</u> The Licensor shall not plant, install or maintain any trees or vegetation in the Site or any portion of the Premises which may interfere with the Equipment without the prior written consent of TELUS. TELUS shall obtain the prior

written approval of the Licensor before TELUS trims or cuts trees or other vegetation which may be interfering with or obstructing the installation, operation, maintenance or repair of the Equipment or restricting access to the Site or any parts thereof. When trimming or cutting trees or other vegetation, TELUS shall comply with all applicable laws and regulations.

8. <u>TELUS' Equipment.</u> The Equipment and any related housing structures shall remain at all times the personal and moveable property of TELUS, and shall not become fixtures, notwithstanding the attachment to any degree or in any manner of any part of the Equipment or such housing structures to the Premises.

**9.** <u>Insurance.</u> TELUS shall at all times throughout the Term maintain insurance coverage for: (i) all-risk property loss covering the full insurable replacement cost of the Equipment and (if applicable) TELUS owned Equipment Space and (ii) commercial general liability in an amount not less than Five Million Dollars (\$5,000,000) per occurrence for bodily injury and property damage ("**Commercial General Liability**"). The Licensor shall be included as an additional insured in the Commercial General Liability policy, but solely with respect to liability arising out of the operations of TELUS at the Premises. Prior to the Commencement Date and upon reasonable request by the Licensor, TELUS shall provide a memorandum or other written evidence of insurance confirming that policies as required in this Agreement are in force. The Commercial General Liability policy shall contain a provision whereby the insurers will endeavour to provide thirty (30) days' notice of cancellation to the Licensor.

**10.** <u>Indemnities.</u> Each of the Licensor and TELUS shall indemnify and hold the other harmless from and against any and all costs and expenses (including legal costs), claims, damages, liabilities, actions, causes of action and losses including any and all loss of or damage to property and any and all injuries and loss of life, which in each case arise out of or are caused by, any breach of this Agreement or any unlawful act or any negligent act or omission, by such indemnifying party in connection with this Agreement. Notwithstanding the foregoing, neither party shall be required to indemnify the other party to the extent any such damage or losses arise out of or are caused by a breach of this Agreement or any unlawful act or any negligent act or omission by the other party or any third party. This section shall survive the termination of this Agreement.

**11.** <u>No Lease.</u> This Agreement shall not constitute a lease between the Parties, nor create in favour of TELUS any interest or estate in the Premises. Any locking or segregation or fencing of the Equipment is for security purposes only and, subject to TELUS' reasonable security and safety requirements, the Licensor shall at all times be allowed access to the Site. The Licensor agrees to use its best efforts to obtain a non-disturbance agreement from any mortgagee(s) of the Premises in such form as TELUS may, from time to time, reasonably require.

**12.** <u>Encumbrances.</u> TELUS may, at its option, pay or discharge any arrears owing under any encumbrance upon the Premises which has priority over the interests of TELUS under this Agreement, or any arrears of any property taxes, local improvement charges and any other rates, duties, levies and assessments levied or assessed by any competent government authority upon or in respect of the Premises or that affect the Premises in any way, in which event TELUS shall be subrogated to the rights of the creditors of such discharged obligations and may, at its option, apply the Fee or any other amounts owing to the Licensor under this Agreement to the repayment of any arrears so paid or discharged. The Licensor agrees to promptly provide TELUS with a copy of any notice it receives of any arrears described in this section.

**13.** <u>Assignment.</u> Except as otherwise permitted in this Agreement, this Agreement shall not be assigned by TELUS without the prior written consent of the Licensor, such consent not to be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, TELUS may, without consent: (i) assign its rights and obligations under this Agreement to any related or affiliated entity including a partnership; and (ii) sublicense use of a portion or all of the Site and its appurtenances together with TELUS' rights to the Rest of the Premises to any related or affiliated entity including a partnership or to a third party. Whenever the Licensor's consent is required by virtue of these provisions, such consent is deemed granted if Licensor does not respond within fifteen (15) days to the written request of TELUS for such consent. The Licensor agrees that it will not transfer or assign the whole or any part of this Agreement or any interest therein or arising thereunder, except to a bona fide purchaser or mortgagee for value and transferee of the entirety of the Licensor's remaining interest in the Premises.

**14.** <u>Successors and Assigns.</u> This Agreement shall enure to the benefit of and be binding upon the successors and permitted assigns of the Licensor and the successors and permitted assigns of TELUS, and no permitted assignee or successor of the Licensor (including any transferee of or successor in title to the Premises) shall challenge the validity or enforceability of any aspect of this Agreement. The Licensor shall cause every assignee or successor of the Licensor hereunder. Prior to a conveyance or assignment of its interest in the Premises, the Licensor shall provide TELUS with written notice of the identity of the successor or assignee and the address at which the amounts payable to the Licensor hereunder shall be tendered and notices given pursuant to the conveyance or assignment.

**15.** <u>**Governing Law.**</u> The provisions of this Agreement shall be governed by, and interpreted in accordance with the applicable laws of Canada and of the province in which the Premises are located. The Parties hereby attorn to the exclusive jurisdiction of the courts of that province and the venue shall be the capital of that province.

**16.** <u>**Government Regulation.**</u> TELUS shall, at all times, ensure that the installation, operation and maintenance of its Equipment and the Equipment Space comply with all municipal by-laws, and applicable laws, directions, rules and regulations of governmental authorities having jurisdiction over TELUS' operations, including all applicable building codes and Industry Canada and Transport Canada requirements (as are in effect from time to time). The Licensor shall at all times ensure that the operation, including repair and maintenance, of the Premises complies with all applicable laws, directions, rules and regulations of such governmental authorities (as are in effect from time to time). TELUS' failure to comply with this section shall be deemed a material breach of this agreement.

**17.** <u>Continued Use.</u> In the event that TELUS continues to use the Site after the expiration of the Term (except for activities pursuant to subsection 6(d) hereof), TELUS shall be deemed to be using the Site as a licensee from month to month at a monthly licence fee of one twelfth of the annual Fee. The Fee shall be payable monthly in advance on the first day of each month following the expiration of the Term, with all other rights and obligations of this Agreement remaining in force, to the extent they may apply to a month to month licence, subject to the proviso that neither party may terminate the month to month licence except by giving 90 days written notice to the other party.

**18.** <u>**Counterparts.**</u> This Agreement may be executed in counterparts by original or electronic signature and transmitted by facsimile or other electronic means of transmission, and all such counterparts together will constitute one agreement. Any notice required or authorized by this

Agreement shall be deemed to have been properly given if by personal delivery, registered mail, courier, confirmed fax transmission, or other electronic transmission to the address, fax number or e-mail address (if applicable) specified in this Agreement or to any other address, fax number or e-mail address duly notified by one party to the other.

**19.** <u>Notices.</u> Any notice required or authorized by this Agreement shall be deemed to have been properly given if by personal delivery, registered mail, courier, confirmed fax transmission or other electronic transmission to the address, fax number of email address (if applicable) specified in this section 21 or to any other address, fax number or email address duly notified by one part to the other.

Licensor: 419 Notre Dame Street, Belle River, ON NOR 1A0, Attention: Clerk (email: <u>clerk@lakeshore.ca</u>) Fax: 519.78.9530

TELUS: 200 Consilium Place, Scarborough, ON M1H 3J3, Attention: National Property Management (email: wireless.re@telus.com phone 1-800-815-5715

**20.** <u>Severability.</u> Any provision of this Agreement that is determined to be void or unenforceable in whole or in part shall be deemed unwritten and shall not affect or impair the validity or enforceability of any other provision of this Agreement, which shall all remain binding on the Parties.

**21.** <u>**Co-operation and Authorization.**</u> The Licensor shall, where reasonably requested and required, at TELUS' expense, assist and co-operate with TELUS in obtaining government approvals for TELUS to exercise its rights under this Agreement, including obtaining from any person, corporation or government authority, relevant information regarding the Premises, and the Licensor agrees to execute, from time to time, authorization letters and any additional documents that TELUS may reasonably require for the purposes of exercising its rights under this Agreement.

22. Confidentiality. Each party (the "Receiving Party") shall treat the details of this Agreement and any information acquired as a result of this Agreement from the other party concerning the other party's plans, businesses, technology, products, processes, work or services (the "Confidential Information") as strictly confidential. The Receiving Party shall use the Confidential Information solely for the purpose of establishing and operating the business arrangements contemplated in this Agreement (the "Purpose") and shall not disclose the Confidential Information to third parties, except (i) to the Receiving Party's related or affiliated entities including partnerships and to the Receiving Party's contractors, sublicensees, advisors and agents who have a need to know the Confidential Information for the Purpose and who have agreed to maintain the confidentiality of such information, or (ii) as required by law, provided the Receiving Party provides prior written notice of such legal disclosure requirement to the other party. The forgoing restrictions shall not apply to information that is rightfully obtained by the Receiving Party from a third party, that is in the public domain through no fault of the Receiving Party, or that is independently known or developed by the Receiving Party. This provision shall survive any termination of this Agreement. TELUS acknowledges that the Licensor is subject to the Municipal Freedom of Information and Protection of Privacy Act (Ontario) and, as such, this Agreement will be disclosed if requested by an access to information request.

**23.** <u>Schedules.</u> Schedules and other documents attached or referred to in this Agreement, including the following Schedules, are an integral part of this Agreement:

Schedule "A" – Description of Premises

Schedule "B" – Identification of Site

Schedule "C" – Tower Site Equipment Specifications, Technical Drawings

Schedule "D" - Additional Compensation

If any conflict should arise between a term or condition in a Schedule and in the main part of this Agreement, the term or condition in the Schedule shall govern.

**24.** <u>Detailed Drawing/Plan and Changes to Site.</u> Any proposed changes to the Site must be approved, in writing, by the Licensor.

**25.** <u>Interpretation.</u> Wherever the expression "including" is used in this Agreement, it shall mean "including without limitation".

**26.** <u>Recitals and Authority.</u> The Parties agree that, as of the Commencement Date, the recitals set forth on page one of this Agreement are true and correct and are to be considered representations and warranties. The Licensor and/or its agent represents and warrants that it has full authority to enter into and sign this Agreement and bind the Licensor accordingly.

**27.** <u>Entire Agreement.</u> This Agreement cancels and replaces all other agreements between the Parties with respect to its subject matter. This Agreement contains the entire agreement between the Licensor and TELUS and expressly excludes all prior representations and discussions, either oral or written, between the Parties with respect to its subject matter, other than those set forth in this Agreement. Each party acknowledges having obtained adequate explanation of the nature and scope of each of the clauses of this Agreement, and having had the opportunity to consult legal counsel with respect thereto. Except as otherwise provided in this Agreement, this Agreement may not be amended or modified except by written instrument executed by both Parties.

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

#### MUNICIPALITY OF LAKESHORE

Per:

Tracey Bailey, Mayor

Kristen Newman, Corporate Leader,

Strategic and Legal Affairs (Clerk)

#### TELUS COMMUNICATIONS INC.

Per:

Name: Karim Balbaa Title: National Manager, Technology Strategy

## SCHEDULE "A"

## **DESCRIPTION OF PREMISES**

Real property legally described as Lots 3 to 8, Block 1, Plan 162, Rochester, Lakeshore, being all of the Property Identifier Number 75041-0081(LT) and municipally known as 592 St. Charles Street

# Schedule "B"



# SCHEDULE "C"



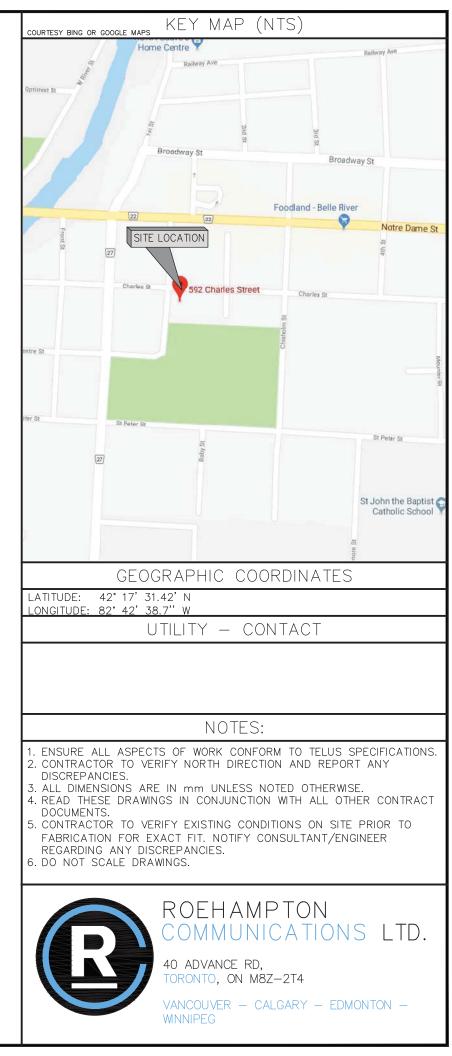
PROJECT NAME:	N78 UPGRADE
PROJECT TYPE:	ANTENNAS AND RRU INSTALLATION
PROJECT SITE No .:	ON1409
SITE NAME:	BELLE RIVER – NOTRE DAME ST/CHARRON LINE RD
ADDRESS:	592 ST. CHARLES ST., BELLE RIVER, ON

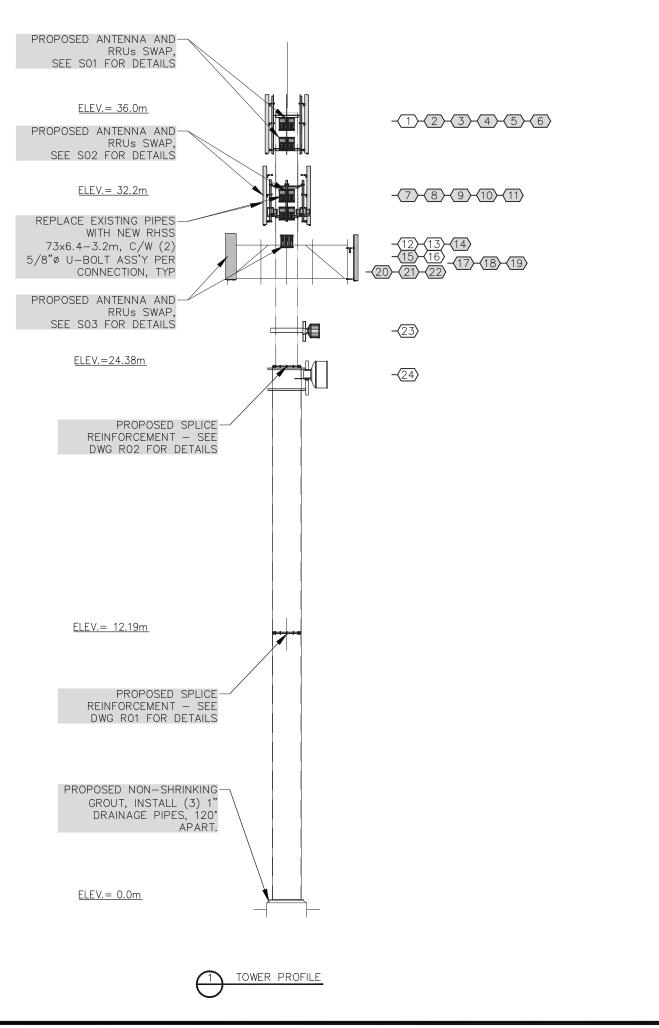
	DRAWING INDEX	_	
SHEET	DRAWING DESCRIPTION	NO.	DATE
COV.	TITLE SHEET & SITE KEY PLAN	0	12 OCT 21
A01	TOWER PROFILE	0	12 OCT 21
S01	ANTENNA/RRU INSTALLATION AT EL.35.5m	0	12 OCT 21
S02	ANTENNA/RRU INSTALLATION AT EL.32.2m	0	12 OCT 21
S03	ANTENNA/RRU INSTALLATION AT EL.36.0m		
R01	SPLICE REINFORCEMENT AT ELEV. 12.19m	0	12 OCT 21
R02	SPLICE REINFORCEMENT AT ELEV. 24.38m	0	12 OCT 21
N01	GENERAL NOTES	0	12 OCT 21



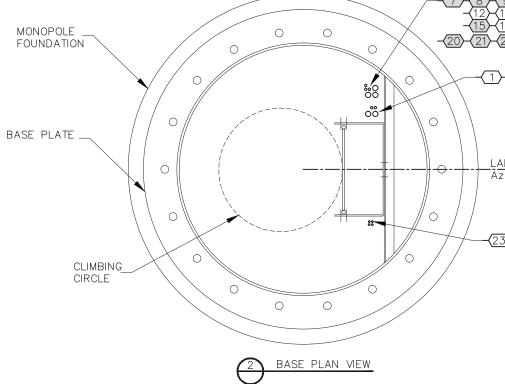
TOWER PHOTO

	ISSUE	
0	ISSUED FOR CONSTRUCTION	12 OCT 21
1		
2		





Elev. (m)	Qty.	Description	Azimuth (*)	Qty.	Tx Line*	Owner	Status	NOTES: 1. ALL WORK TO CONFORM TO LATEST
36.2	2/2	MLUP/MLUF	-	2/2	DC/Fiber	Telus	Existing	TELUS SPECIFICATIONS. 2. VERIFY ALL DIMENSIONS DURING
35.5	1	TDQ-70817DEI-65F	80	-	-	Telus	To Be Removed	INSTALLATION AND REPORT ANY
35.5	2	T2008L6R033	80/280		-	Telus	Proposed	DISCREPANCIES TO ENGINEER.
35.5	1	TDQM-608017DEI-65F	280	-	-	Telus	To Be Removed	3. ALL DIMENSIONS ARE IN MM UNLESS NOTED OTHERWISE.
35.5	2/4	Tri-pack /RRU			-	Telus	To Be Removed	4. DRAWINGS ARE NOT TO BE SCALED.
35.5	2 (3/3/3/3)	Quad-pack (LTE1900B2/B25 / LTE700B12/B13 / LTEAWS/NR26000 RRU)	-	-	-	Telus	Proposed	* ENVIRONMENT CANADA HOURLY
32.2	2	ASI 4516R0V06	80/280	•	-	Telus	To Be Removed	WIND PRESSURE DOCUMENTATION SHEET DATED MAY 22, 2019
32.2	2	TQBM-D608017- Q172717DEI-65F	80/280	-	-	Telus	Proposed	** THE RADIAL ICE THICKNESS IS BASED ON CSA S37-18 TABLE E.1
32.2	2/2	Tri-pack/RRU		1/1	DC/Fiber	Telus	To Be Removed	FOR LEAMINGTON, ONTARIO.
32.2	3 (3/3/3/3)	Quad-pack (LTE 800/ LTE 2600/LTE 2300 RRU)	-	-	-	Telus	Proposed	
32.2	2/2	MLUP/MLUF		2/2	DC/Fiber	Telus	Proposed	TOWER STRUCTURE
30.2	1	Splitter Box		1/1	DC/Fiber	Telus	Existing	DESIGN: CSA-S37-18 WIND :1/50Yr 1/10Yr 316Pa*/244Pa*
30.2	2/2/2	Tri-pack/ WCDMA800/WCDMA1900	-	-	-	Telus	Existing	SERVICEABILITY FACTOR 1.0 (TELUS)
30.2	2	RRU	-	-	-	Telus	To Be Removed	IMPORTANCE FACTOR 1.0
29.6	4	RRU	140	-	-	Telus	To Be Removed	RADIAL ICE (mm) 28mm**
29.6	2	Old Splitter Boxes	~	1/1	DC/Fiber	Telus	Existing	STRUCTURAL DAMPING RATIO 0.8%
29.4	2	TBXLHA-6565C-A3M	280	-	-	Telus	To Be Removed	
29.4	1	ASI4516R0v06	280	-	-	Telus	Proposed	REFERENCES
29.4	1	64T MMU/n77 Generic	280	-	-	Telus	Proposed/Future	ANALYSIS BY: ROEHAMPTON COMMUNICATIONS LTD.
29.1	2	TBXLHA-6565C-A3M	80	-	-	Telus	To Be Removed	NUMBER ON1409
29.1	1	ASI4516R0v06	80	-	-	Telus	Proposed	DATE: 24 SEPT 2021
29.1	1	64T MMU/n77 Generic	80	-	-	Telus	Proposed/Future	CLIENT:
26.0 24.0	1/2	2' MW/ODUs 4' MW/ODUs	260 170	2	LDF2 LDF2	Telus Telus	Existing	
IOPOLE NDATIO	N	0	0	0	000000000000000000000000000000000000000		7-8-9-1 -12-13-1 -15-16 20-21-22	TELUS $TELUS$
	CLIMBING CIRCLE			0 PI AN			LADDER Az ~93	2       1       1         0       0S       ISSUED FOR CONSTRUCTION       12 OCT 21         NO.       BY       DESCRIPTION       DATE         ROEHAMPTON COMMUNICATIONS LTD.         40 ADVANCE RD, TORONTO, ON MBZ-2T4 VANCOUVER - CALGARY - EDMONTON - WINNIFEG         ST. CHARLES ST., BELLE RIVER, ON         TTTLE: TOWER PROFILE
		(-	Z BASE	- rlai	NVIEV			PROJECT NAME: PROJECT NO: DWG. NO:

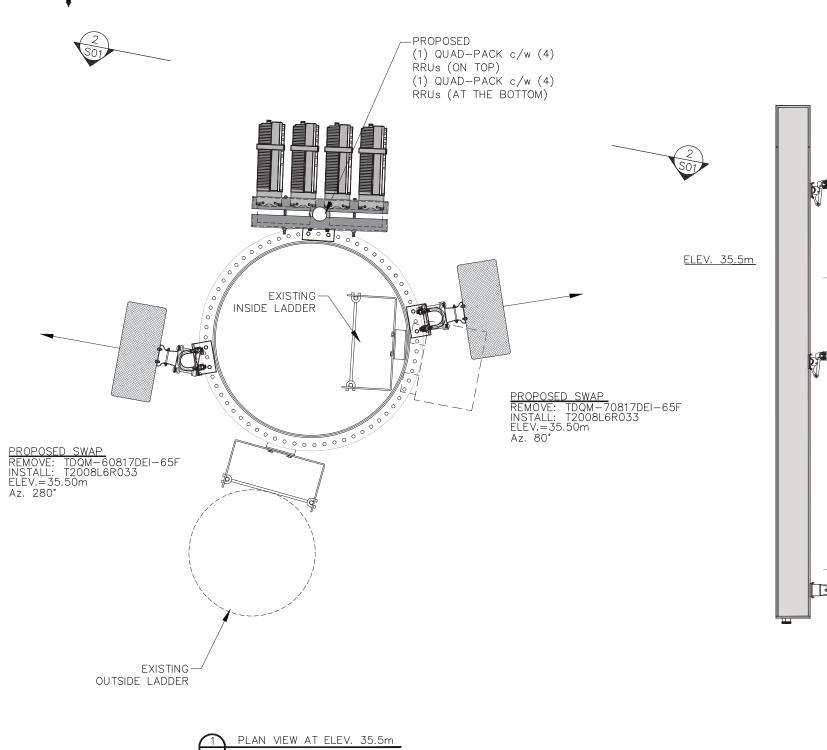


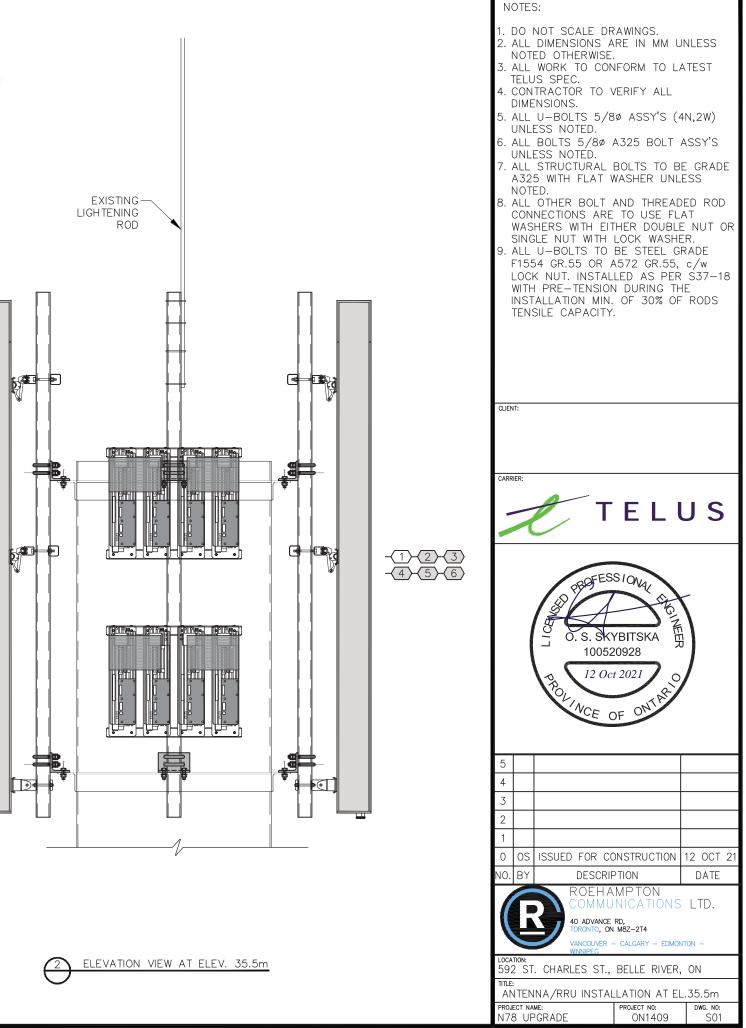
TOWER PROFILE		
project name:	project no:	dwg. no:
N78 UPGRADE	ON1409	A01

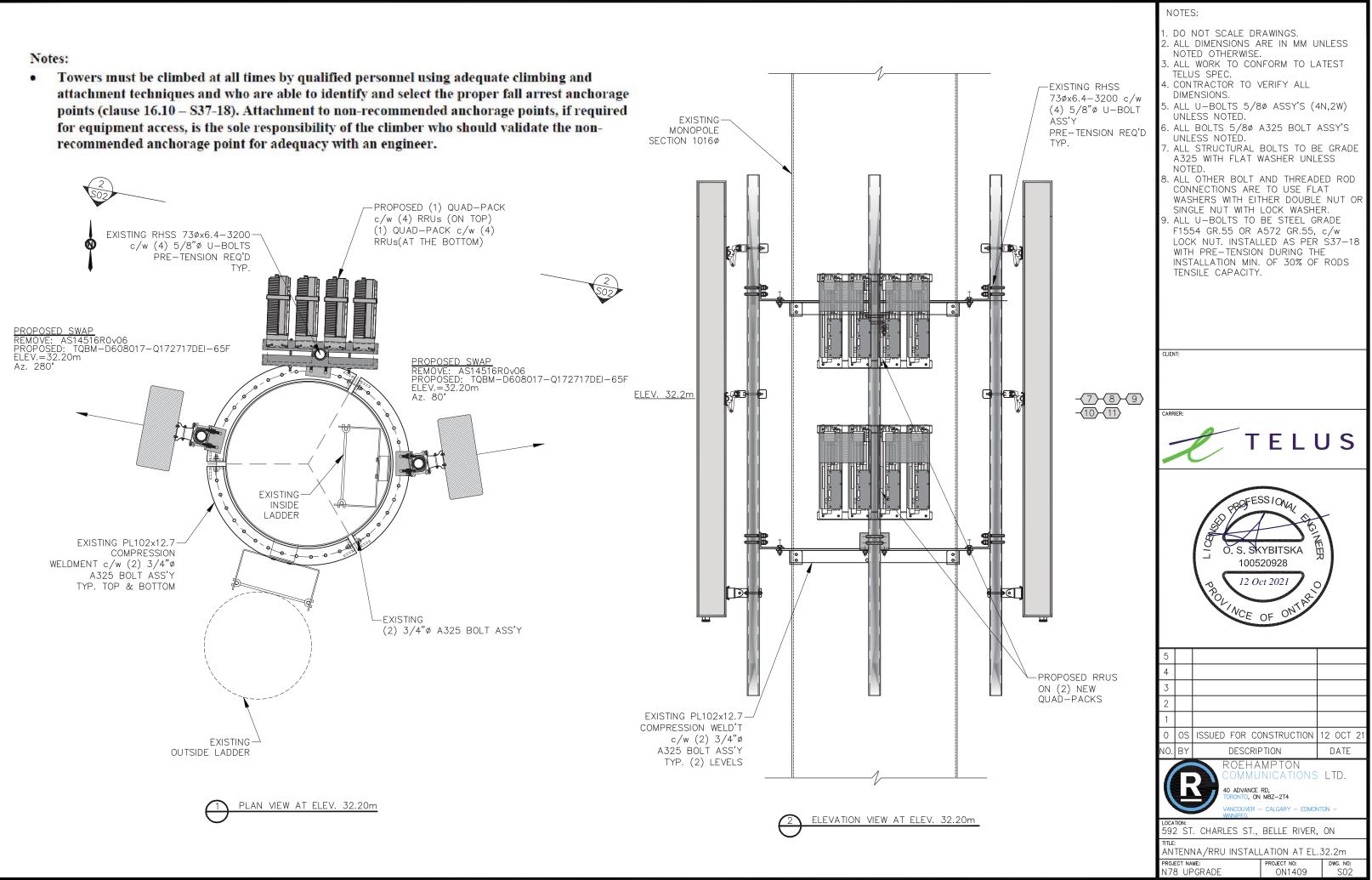
#### Notes:

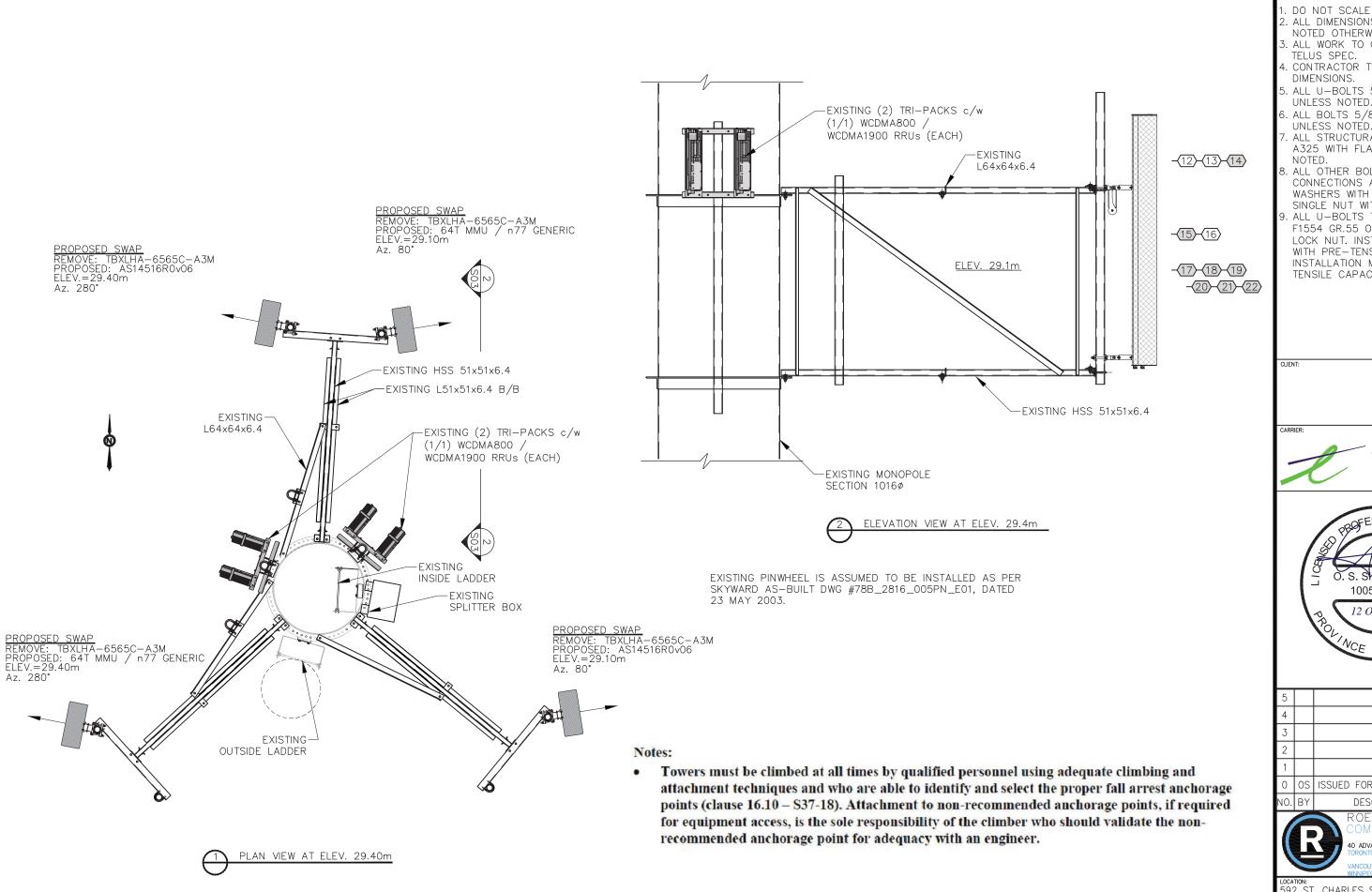
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Towers must be climbed at all times by qualified personnel using adequate climbing and . attachment techniques and who are able to identify and select the proper fall arrest anchorage points (clause 16.10 - S37-18). Attachment to non-recommended anchorage points, if required for equipment access, is the sole responsibility of the climber who should validate the nonrecommended anchorage point for adequacy with an engineer.



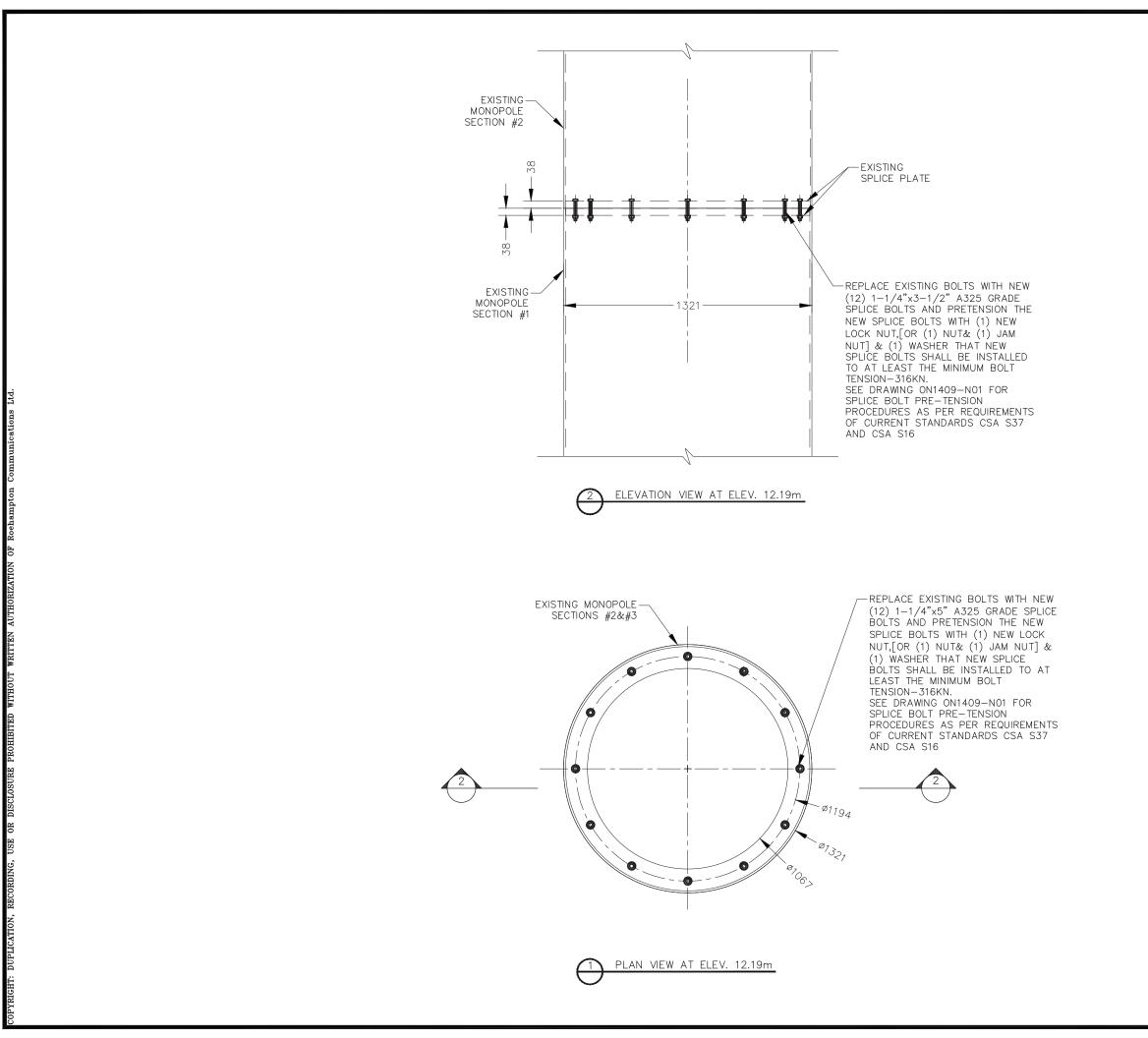




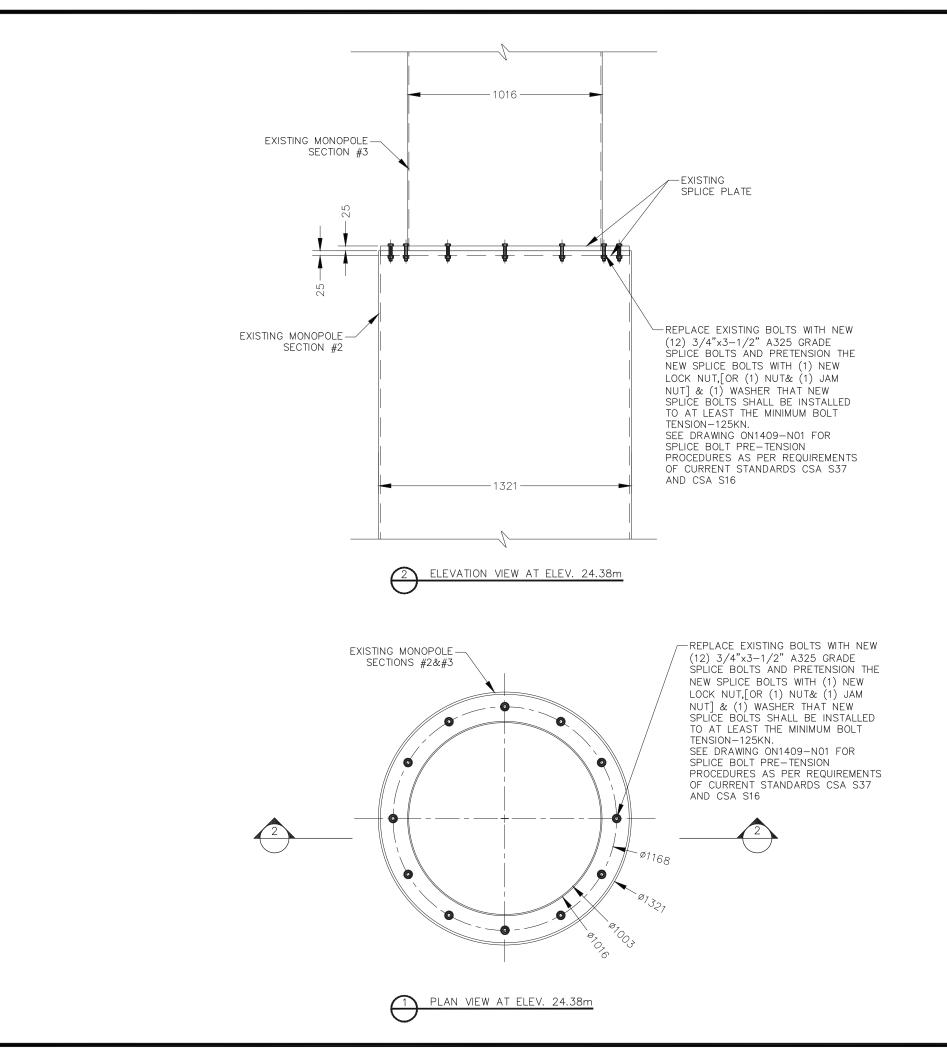


<ol> <li>DO NOT SCALE DRAWINGS.</li> <li>ALL DIMENSIONS ARE IN MM UNLESS NOTED OTHERWISE.</li> <li>ALL WORK TO CONFORM TO LATEST TELUS SPEC.</li> <li>CONTRACTOR TO VERIFY ALL DIMENSIONS.</li> <li>ALL U-BOLTS 5/8Ø ASSY'S (4N,2W) UNLESS NOTED.</li> <li>ALL BOLTS 5/8Ø A325 BOLT ASSY'S UNLESS NOTED.</li> <li>ALL BOLTS 5/8Ø A325 BOLT ASSY'S UNLESS NOTED.</li> <li>ALL STRUCTURAL BOLTS TO BE GRADE A325 WITH FLAT WASHER UNLESS NOTED.</li> <li>ALL OTHER BOLT AND THREADED ROD CONNECTIONS ARE TO USE FLAT WASHERS WITH EITHER DOUBLE NUT OR SINGLE NUT WITH LOCK WASHER.</li> <li>ALL U-BOLTS TO BE STEEL GRADE F1554 GR.55 OR A572 GR.55, c/W LOCK NUT. INSTALLED AS PER S37-18 WITH PRE-TENSION DURING THE INSTALLATION MIN. OF 30% OF RODS TENSILE CAPACITY.</li> </ol>					
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0 OS ISSUED FOR CONSTRUCTION 12 OCT 21					
NO. BY DESCRIPTION DATE					
ROEHAMPTON COMMUNICATIONS LTD. 40 ADVANCE RD. TORONTO, ON MBZ-2T4 VANCOUVER - CALGARY - EDMONTON - WINNIPEG					
592 ST. CHARLES ST., BELLE RIVER, ON					
nte: ANTENNA/RRU INSTALLATION AT EL.29.4m					
PROJECT NAME: PROJECT NO: DWG. NO:					

NOTES:

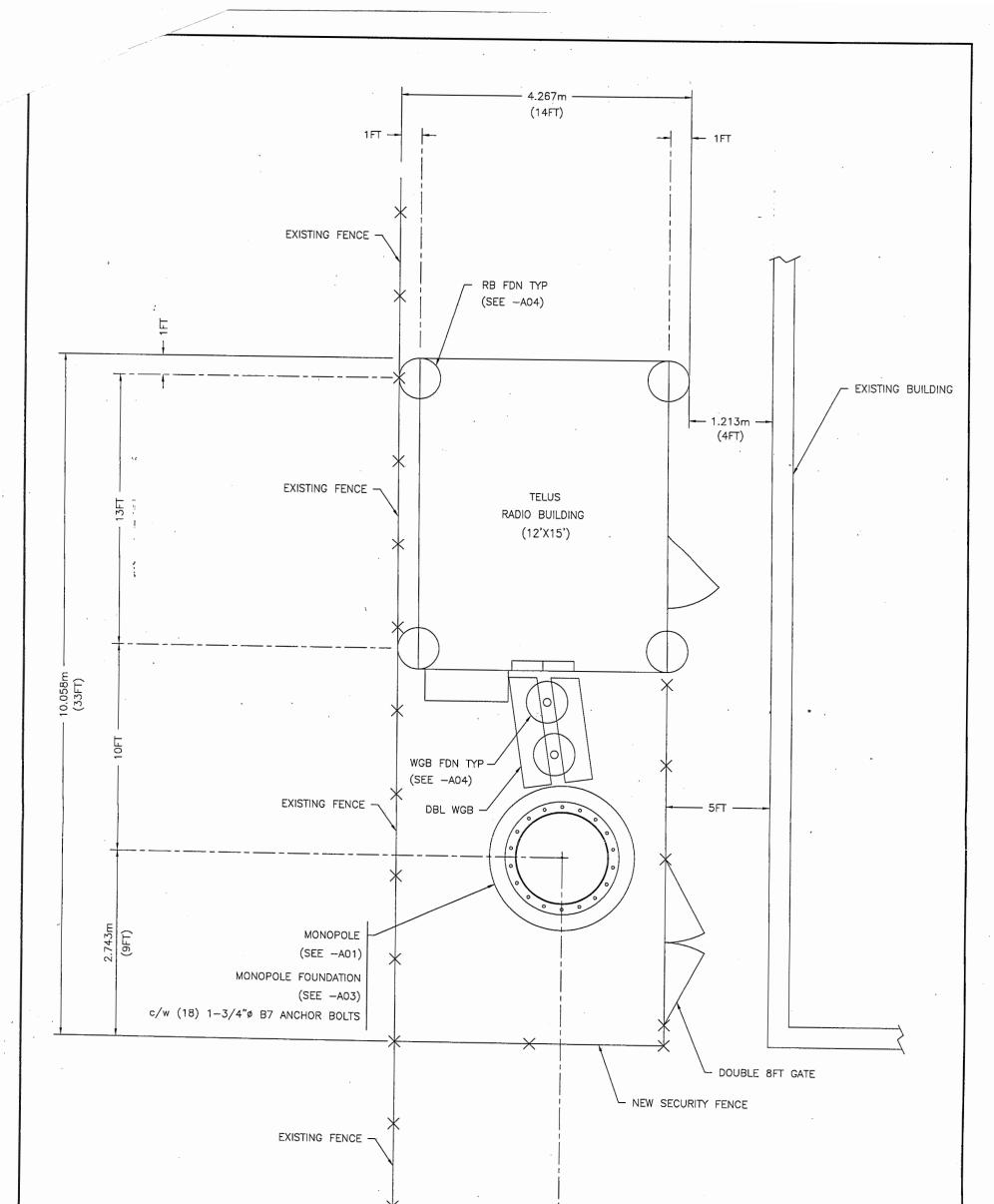


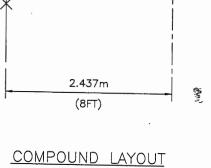
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<ol> <li>DO NOT SCALE DRAWINGS. AL DIMENSIONS ARE IN MM UNLES OTHERWISE.</li> <li>ALL STRUCTURAL BOLTS TO E A325 UNLESS NOTED OTHERW</li> <li>ALL STEEL TO BE G40.21-300 HSS TO BE 350W OR A500 U NOTED OTHERWISE.</li> <li>ALL STEEL TO BE HOT DIP G/ PER CARRIER AND INDUSTRY</li> <li>ALL PARTS AND WELDMENTS STAMPED WITH PART NUMBER</li> <li>HOLE CENTERS TO BE CONCEI WITHIN ±1 mm OF THE PLATE AND SQUARE TO THE PLATE.</li> <li>CENTER OF THE BOLT CIRCLE LOCATED SO IT IS WITHIN ±1 THE CENTER OF THE INNER C</li> <li>FLANGE HAS TO BE PLANE AI HORIZONTAL.</li> <li>HOLE TOLERANCE :+1.0mm/-</li> </ol>	SS NOTED E GRADE ISE. W, ALL NLESS ALVANIZED SPECS. TO BE S. NTRIC I DIA. IS TO BE mm OF IRCLE. ND
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PROJECT NAME: PROJECT NO:	

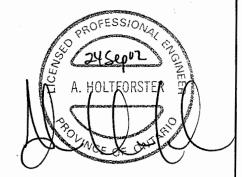


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NOTES:
1. DO NOT SCALE DRAWINGS. ALL
DIMENSIONS ARE IN MM UNLESS NOTED OTHERWISE.
2. ALL STRUCTURAL BOLTS TO BE GRADE A325 UNLESS NOTED OTHERWISE.
3. ALL STEEL TO BE G40.21-300W, ALL HSS TO BE 350W OR A500 UNLESS
NOTED OTHERWISE. 4. ALL STEEL TO BE HOT DIP GALVANIZED
PER CARRIER AND INDUSTRY SPECS. 5. ALL PARTS AND WELDMENTS TO BE
STAMPED WITH PART NUMBERS. 6. HOLE CENTERS TO BE CONCENTRIC
WITHIN ±1 mm OF THE PLATE DIA. AND SQUARE TO THE PLATE.
7. CENTER OF THE BOLT CIRCLE IS TO BE LOCATED SO IT IS WITHIN ±1 mm OF
THE CENTER OF THE INNER CIRCLE. 8. FLANGE HAS TO BE PLANE AND
HORIZONTAL. 9. HOLE TOLERANCE : +1.0mm/-1.0mm.
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CONSTRUCT TO	TELUS SPECIFICATION - COMMUNICATION STRU	CTURES (SEPT 30, 2001)
ITEM	DESCRIPTION	SECTION
1 2	CAST-IN-PLACE CONCRETE EXCAVATING, TRENCHING AND BACKFILLING	03310 02200

REV No:	DESCRIPTION:					DATE:	REV BY:
1	ISSUED FOR PE	ERMIT				24SEP02	AH
	SCALE DRAWINGS. NSIONS TO BE VERIFIED ON SITE	BY CONTRACTOR	AND ANY DISCREPA	NCIES REPOR	RTED TO THE ENGINEER BE	FORE PROCEEDING WITH TH	E WORK.
	ROEHA	MPTON	V COMI	MUNI	CATIONS	LTD.	
LOCATION: 592	: ST.CHARLES STREE	T, BELLE I	RIVER, ON	TITLE: COM	POUND LAYOU	т	
CLIENT: TELU	S — ON1409	drawn by: AH	DATE: 24SEP(	02	DRAWING No: ON1409	-A02	REV N

#### GENERAL NOTES:

- 1. THE MOST RECENT ISSUES OF ANY STANDARDS, CODES OR REGULATIONS MENTIONED IN THE DRAWINGS PROVIDED MUST BE USED, UNLESS INDICATED OTHERWISE IN THE SPECIFICATIONS.
- 2. ALL WORKMANSHIP MUST CONFORM TO THE REQUIREMENTS OF THE TELUS SPECIFICATION, PROVINCIAL BUILDING CODE, APPLICABLE LOCAL BUILDING CODES, AND CSA STANDARDS.
- 3. THE CONTRACTOR'S RESPONSIBILITY INCLUDES:
- a. OBTAINING APPROVALS FROM ALL REQUIRED LOCAL AUTHORITIES.
- b. SAFEGUARD ALL EXIST. STRUCTURES AFFECTED BY THIS CONSTRUCTION.
- c. OBTAINING ALL FIELD MEASUREMENTS REQUIRED FOR FABRICATION.
- 4. PRESERVE FIRE RATING WHEN PENETRATING, CEILINGS, FLOORS AND WALLS.
- 5. DRAWINGS ARE NOT TO BE SCALED.
- 6. ADEQUATE PROTECTION (PLYWOOD SHEETS) MUST BE PROVIDED BY THE CONTRACTOR ON THE EXISTING ROOF FOR THE ENTIRE DURATION OF CONSTRUCTION, TO AVOID DAMAGE TO THE EXISTING ROOFING. CONSTRUCTION LOADS MUST NOT EXCEED A CONCENTRATED LOAD OF 1.3kN OR UNIFORM DISTRIBUTED LOAD OF 1.0 kPg.
- 7. ALL SHOP AND INSTALLATION DRAWINGS MUST BE SUBMITTED TO ROEHAMPTON COMMUNICATIONS LTD. BY THE CONTRACTOR, FOR REVIEW PRIOR TO FABRICATION OF THE MATERIALS.
- 8. CORE DRILLING IN AREAS OCCUPIED BY TENANTS SHALL BE COORDINATED WITH THE BUILDINGS OWNER/MANAGER, AND MAY BE REQUIRED TO BE COMPLETED OUTSIDE OF NORMAL WORKING HOURS. SERVICES DAMAGED MUST BE REPAIRED BY THE CONTRACTOR, AT HIS OWN EXPENSE.
- 9. CORE DRILLING MUST NOT BE DONE UNTIL AN X-RAY INSPECTION PAID FOR BY THE CONTRACTOR, HAS BEEN COMPLETED TO DETERMINE THE PROPER LOCATION FOR THE PENETRATION. CORE DRILLING IS NOT ALLOWED IN COLUMN CAP AREAS.
- 10. THE CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS AND DETAILS ON THE STRUCTURAL DRAWINGS FOR COMPATIBILITY WITH ARCHITECTURAL AND OTHER CONSULTANTS' DRAWINGS BEFORE COMMENCING WITH THE WORK.
- 11. THE CONTRACTOR SHALL INFORM THE ENGINEER IN WRITING DURING THE BIDDING PERIOD OF ANY DISCREPANCIES OR OMISSIONS NOTED ON THE DRAWINGS OR IN SPECIFICATIONS, UPON RECEIPT OF SUCH INFORMATION THE ENGINEER WILL PROVIDE ADDITIONAL INSTRUCTIONS, ANY SUCH DISCREPANCY, OMISSION OR VARIATION NOT REPORTED SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND CORRECTIVE WORK SHALL BE PERFORMED AS DIRECTED BY THE ENGINEER.
- 12. ALL DIMENSIONS TO TAKE PRECEDENCE OVER SCALE SHOWN ON PLANS, SECTIONS AND DETAILS.
- 13. ENGINEERING SERVICES PRESENTED ON THESE DRAWINGS ARE FOR PERMANENT STRUCTURE ONLY, THE CONTRACTOR IS RESPONSIBLE FOR ALL TEMPORARY BRACING REQUIRED FOR STRUCTURE STABILITY AND FOR CONSTRUCTION LOADING UNTIL THE PROJECT IS COMPLETED.

#### CONCRETE NOTES:

- 1. ALL WORKMANSHIP MUST BE IN ACCORDANCE WITH THE LATEST EDITION OF THE TELUS SPECIFICATION, AND APPLICABLE STANDARDS.
- 2. REINFORCING STEEL MUST BE GRADE 400 DEFORMED BARS TO CAN/CSA G30.18, UNLESS NOTED OTHERWISE. CONCRETE COVER TO BE 3" (MIN.)
- 3. WELDED STEEL WIRE FABRIC MUST HAVE A MINIMUM YIELD STRENGTH OF 450 MPa AND CONFORM TO CSA G30.5. (PROVIDE IN FLAT SHEETS ONLY)
- 4. BEND AND DETAIL REINFORCING STEEL AS INDICATED IN THE REINFORCING STEEL MANUAL OF STANDARD PRACTICE BY THE REINFORCING STEEL INSTITUTE OF CANADA.
- 5. CAST IN PLACE CONCRETE TO HAVE A 28 DAY MINIMUM COMPRESSIVE STRENGTH OF 30 MPa UNLESS NOTED OTHERWISE.
- 6. SLUMP AT POINT OF DISCHARGE TO BE 75mm.
- 7. ALL CONCRETE EXPOSED TO FREEZING AND THAWING OR DE-ICING CHEMICALS MUST CONTAIN ENTRAINED AIR.
- 8. ALL CONCRETE EXPOSED CORNER EDGES SHALL BE CHAMFERED 1" x 1".
- 9. ALL GROUT USED SHALL BE NON-SHRINKING, INSTALLED TO MANUFACTURES INSTRUCTIONS, UNLESS SPECIFIED OTHERWISE.
- 10. NO MORE THAN 120 MINUTES SHALL ELAPSE BETWEEN CONCRETE BATCHING AND CONCRETE PLACEMENT UNLESS APPROVED BY THE TESTING AGENCY AND THE STRUCTURAL ENGINEER, CONTRACTOR'S SUPERINTENDENT TO MONITOR THIS PERIOD, TESTING AGENCY HAS THE AUTHORITY TO REJECT CONCRETE IF NOT IN ACCORDANCE WITH SPECIFICATIONS.

#### STEEL STUDS AND JOISTS NOTES:

- . ALL WORKMANSHIP MUST BE IN ACCORDANCE WITH THE LATEST EDITION OF THE PROVINCIAL BUILDING CODES, APPLICABLE BY-LAWS AND LOCAL CODES.
- 2. MATERIAL TO CONFORM TO ASTM A446 STANDARD SPECIFICATION FOR STEEL SHEET, HOT DIP GALVANIZED.
- 3. BRIDGING TO BE PROVIDED AT 5ft c/c FOR STUDS, UNLESS INDICATED OTHERWISE.
- 4. BRIDGING TO BE PROVIDED @ 7ft c/c FOR JOISTS, UNLESS INDICATED OTHERWISE.
- 5. INSTALLATION MUST MEET THE REQUIREMENTS SET OUT IN THE MANUFACTURERS SPECIFICATIONS AND REQUIREMENTS.

#### STRUCTURAL STEEL NOTES:

- 1. ALL WORKMANSHIP MUST BE IN ACCORDANCE WITH THE LATEST EDITION OF THE TELUS SPECIFICATION, AND APPLICABLE STANDARDS AS LISTED IN CORRESPONDING SECTION.
- 2. ALL STRUCTURAL STEEL TO CONFORM TO CAN3-G40.21, GRADE 300W, RHSS TO MEET REQUIREMENTS OF G40.21, CLASS H, GRADE 350W.
- 3. ALL WELDING SHALL BE COMPLETED IN ACCORDANCE WITH APPLICABLE CSA STANDARDS AND PERFORMED BY A FABRICATOR CERTIFIED TO CSA W47.1 TO DIVISION 1 OR 2.1.
- 4. ALL BOLTS TO CONFORM TO ASTM SPECIFICATION A325, PROPERLY SIZED FOR THE APPLICATION, AND THE THREADS TO BE EXCLUDED FROM THE SHEAR PLANE.
- 5. HOLES ADDITIONAL TO THOSE SHOWN ON STRUCTURAL DRAWINGS ARE NOT PERMITTED IN ANY STRUCTURAL MEMBER.
- 6. ALL STRUCTURAL STEEL TO BE HOT DIP GALVANIZED.
- 7. APPLY (3) COATS OF ZINC RICH PAINT TO ALL DAMAGED GALVANIZED SURFACES.
- 8. FIELD MODIFICATIONS SUCH AS DRILLING OF HOLES AND WELDING TO BE AVOIDED, UNLESS SPECIFIED OTHERWISE.
- 9. MINIMUM DISTANCE FROM HOLE CENTER TO EDGE SHALL BE:

BOLT DIAM.	SHEARED EDGE	ROLLED EDGE	HOLE
1/2"ø	25 mm	19 mm	14.3ø mm
5/8"ø	30 mm	22 mm	17.5ø mm
3/4"ø	35 mm	26 mm	20.6ø mm

	NUT ROTATION FROM SNUG-TIGHT CONDITION* (TURN-OF-NUT- PRETENSION)							
		DISPOSITION OF OUTER FAC	CE OF BOLTED PARTS					
	BOLT LENGTH**	BOTH FACES NORMAL TO BOLT AXIS OR ONE FACE NORMAL TO AXIS AND OTHER FACE SLOPED 1:20 MAX. (BEVELED WASHERS NOT USED)***	BOTH FACES SLOPED 1:20 MAX. FROM NORMAL TO BOLT AXIS (BEVELED WASHERS NOT USED)***					
	<= 4x BOLT DIA.	1/3 TURN						
	> 4x BOLT DIA. <= 8x BOLT DIA. OR 200mm	1/2 TURN	3/4 TURN					
ΓE	> 8x BOLT DIA. OR 200mm	2/3 TURN						
6	* TABLE 8 OF CAN/CSA-S16-14 NUT ROTATION IS RELATIVE TO BOLT REGARDLESS OF WHETHER THE NUT OR BOLT IS TURNED. TOLERANCE OF ROTATION $\pm 30^{\circ}$ . THIS TABLE APPLIES TO COARSE-THREADED HEAVY-HEX STRUCTURAL BOLTS OF ALL SIZES AND LENGTHS USED WITH HEAVY-HEX SEMI-FINISHED NUTS.							
	** BOLT LENGTH IS MEASURED FROM THE UNDERSIDE OF THE HEAD TO THE EXTREME END OF POINT.							
	*** BEVELLED WA	ASHERS ARE NECESSARY WHEN A	490M OR A490 BOLTS ARE					
IS IN								

#### ANTENNA AND WAVEGUIDE NOTES:

- 1. ALL WORKMANSHIP MUST BE IN ACCORDANCE WI TELUS SPECIFICATION.
- INSTALL WAVEGUIDE TO MANUFACTURERS INSTRU TO BE 1 METER MAXIMUM).
- 3. ALL AREAS AFFECTED BY ROUTING OF WAVE-GU REHABILITATED TO ORIGINAL CONDITION UPON CO

#### WOOD FRAMING & STRUCTURAL TIMBER NOTES:

- ALL WORKMANSHIP MUST BE IN ACCORDANCE W THE TELUS SPECIFICATION, PROVINCIAL BUILDING STANDARDS.
- NAILS TO CONFORM TO CSA B111–1974. GALVAN AND TREATED LUMBER. NAILING OF FRAMING PE UNLESS SPECIFIED OTHERWISE.

#### MASONRY NOTES:

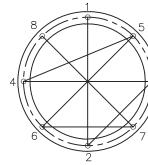
- 1. ALL WORKMANSHIP MUST BE IN ACCORDANCE W THE TELUS SPECIFICATION, PROVINCIAL BUILDING
- 2. UTILIZE TYPE 'S' MORTAR FOR ALL INTERIOR AN WALLS, CONFORM TO CSA STANDARD A179.
- 3. ALL METAL MATERIALS USED IN MASONRY TO BI
- 4. VERTICAL MASONRY CONTROL JOINTS TO BE INS THAN 3 TIMES THE WALL HEIGHT WITH MAXIMUM
- 5. PROVIDE ALL REQUIRED TEMPORARY SHORING TO WHEN CUTTING NEW OPENINGS.

#### FIRE STOPPING & SEALING NOTES:

1. ALL EXISTING AND NEW OPENINGS LOCATED IN ALONG CABLE ROUTINGS, MUST BE SEALED AND TWO HOUR FIRE RATING AS REQUIRED. USING TR

#### SPLICE BOLT PRE-TENSION PROCEDURES:

- SPLICE BOLTS ARE TO BE TIGHTENED IN A MANNE OF PREVIOUSLY INSTALLED BOLTS, BY TIGHTENING 'TURN-OF-NUT METHOD'
- 2.) INSTALL ALL BOLT AND BRING TO SNUG-TIGHT. A PROCEDURE IS COMPLETED, EACH BOLT IN THE CO PRETENSION ADDITIONALLY BY THE APPLICABLE AM ROTATION FROM SNUG TIGHT CONDITION.
- 3.) WHEN APPLYING THE FINAL TORQUE, TORQUE THE FROM THE FIRST; THIRD BOLT 90 DEGREES FROM T DEGREES FROM THE FIRST. TORQUE THE 5TH BOLT BOLT, AND REPEAT THE PATTERN UNTIL ALL BOLTS



TH THE LATEST EDITION OF THE	
ICTIONS. (SUPPORT INTERVALS	
IIDE OR CONDUITS MUST BE	
DMPLETION.	
TH THE LATEST EDITION OF CODES AND APPLICABLE	
NIZED FOR EXTERIOR LOCATIONS R OBC TABLES 9.23.3A & B,	
TH THE LATEST EDITION OF CODES .	
D EXTERIOR LOAD BEARING	
E HOT DIP GALVANIZED. STALLED AT INTERVALS LESS	
I SPACING OF 39'-4". D EXISTING MASONRY WALLS	CLIENT:
EXISTING MIASONICE WALLS	
	CARRIER:
THE EQUIPMENT ROOM AND	TELUS
FIRE STOPPED WITH ONE OR REMCO FIRESTOP SYSTEM.	TLLUJ
ER THAT MINIMIZES LOOSENING	O. S. SKYBITSKA 100520928
IN A CROSS PATTERN, USING	O. S. SKYBITSKA
AFTER THE SNUG-TIGHTENING INNECTION SHALL BE	O. S. SKYBITSKA
MOUNT OF RELATIVE NUT	
E SECOND BOLT 180 DEGREES	TROLINCE OF ONTRE
THE FIRST, 4TH BOLT 270 F ADJACENT TO THE FIRST S ARE TORQUED.	NCE OF ON
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	UCCATION: 592 ST. CHARLES ST., BELLE RIVER, ON
	TITLE: GENERAL NOTES PROJECT NAME: PROJECT NO: DWG. NO:
	PROJECT NAME: PROJECT NO: DWG. NO: N78 UPGRADE ON1409 NO1

## SCHEDULE "D"

## Additional Compensation

Upon execution of this Agreement, TELUS agrees to pay the Licensor an initial fee in the amount of \$5,000.00 for upgrades to the Licensor's parkland adjacent to the Site.