

THIS AGREEMENT made this _____ day of _____ 2023 ("**Agreement**").

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF HURON-KINLOSS
(hereinafter called "**Township**")

- and -

MONTGOMERY BUS LINES LTD.
c/o Rhonda Floriant
P.O. Box 1
86469-B London Rd. RR #5
Wingham, Ontario
N0G 2W0
(hereinafter called "**Montgomery Bus Lines**")

WHEREAS:

- A. The Township owns and operates an elevated water storage tank for the municipal water system (the "**Water Tower**") on the property legally described as PT LT 303-304, 321-322 PL 36 AS IN R199006, S/T R199006; TOWNSHIP OF HURON-KINLOSS; LRO # 3; being all of PIN 33333-0151 (the "**Lands**").
- B. Montgomery Bus Lines is a supplier of school bus transportation to various companies and school boards in Ontario.
- C. Montgomery Bus Lines desires to utilize Township antennas on top of the Water Tower to facilitate radio communication for their school bus fleet, in accordance with the terms and conditions of this Agreement, and the Township has agreed to this.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties hereto agree as follows:

1. TERMINATION AT WILL

Either party may terminate this Agreement at any time and in their sole and absolute discretion upon the giving of one hundred eighty (180) days' written notice of such termination to the other party. The notice shall be given by registered mail (in which case the one hundred eighty (180) day period commences upon the date of mailing) to the Township at, 21 Queen St., P.O. Box 130, Ripley, Ontario N0G 2R0, and to Montgomery Bus Lines at, P.O. Box 1, 86469-B London Rd. RR #5 Wingham, Ontario N0G 2W0. In the case of written notice by personal delivery, the one hundred eighty (180) days' notice period shall commence on the date of delivery.

2. MONTGOMERY BUS LINES RIGHTS

Montgomery Bus Lines may have access, during normal business hours, to and from the Water Tower, and may use an area inside the ground floor chamber room of the Water Tower, as designated by the Township from time to time, to install and maintain two-way radio equipment and related appurtenances ("**Equipment**").

The Equipment shall be multi-coupled to a single antenna owned by the Township, which will be shared with other entities. Montgomery Bus Lines shall also be permitted to install a cable to connect the Equipment in the chamber room of the Water Tower through the Tower pedestal to the single antenna that is owned by the Township. Any and all work completed in connection with the maintenance and installation of the Equipment, including the foregoing, is to be completed at no cost or expense to the Township. For clarity, Montgomery Bus Lines shall bear all costs and expenses in connection with exercising their rights under this Agreement.

3. MONTGOMERY BUS LINES' OBLIGATIONS

Montgomery Bus Lines represents, warrants, covenants, and agrees:

- (a) to have full power and authority to enter into this Agreement;
- (b) to hold all applicable permits, licenses, consents, registrations, and authorities necessary to facilitate radio communication;
- (c) to comply with any and all applicable federal, provincial, and municipal laws, rules, orders, regulations, and by-laws;
- (d) to observe and perform all of the terms and conditions of this Agreement; and
- (e) not to do or omit to do or permit to be done or omitted, the doing or omission of which shall result in a nuisance or the cancellation of any insurance policy.

Montgomery Bus Lines further agrees to pay the Township Two Thousand Canadian Dollars (\$2,000.00) per year plus any applicable taxes (the "**Payment**"). Notwithstanding the foregoing, Montgomery Bus Lines acknowledges, confirm and agrees that the Payment shall be adjusted annually in accordance with the Consumer Price Index for Ontario. The Payment shall be due and payable to the Township by Montgomery Bus Lines on or before the first (1st) day of each calendar year. If the commencement date of this Agreement is other than the first (1st) day of a calendar year, or this Agreement is terminated on a day other than the last day of a full calendar year, the Payment payable in respect of the broken calendar year shall be prorated based on a three hundred sixty five (365) day year.

4. NO INTERFERENCE

Montgomery Bus Lines and the Equipment shall not interfere with any broadcast or reception quality for the Township, or any other party during the term of this Agreement. In the event that the Township determines, in its sole and absolute discretion, that Montgomery Bus Lines and/or the Equipment is interfering with any broadcast or reception quality for Township, or any other party during the term of this Agreement, and Montgomery Bus Lines cannot remedy such interference to the satisfaction of the Township within seven (7) days, the Township may immediately terminate this Agreement at the end of the aforesaid seven (7) days period upon the Township giving written notice of termination to Montgomery Bus Lines.

5. ASSIGNABILITY

Montgomery Bus Lines may not assign this Agreement without the prior written approval and consent of the Township.

6. OTHER TERMINATION

If the Township determine in its sole and absolute discretion that the Water Tower has become so damaged as to make the continued use of the Water Tower by Montgomery Bus Lines practical or impossible, this Agreement shall immediately terminate. Further, there shall be no obligation whatsoever upon the Township to effect repairs or to carry out maintenance on the Water Tower in order to make such use by Montgomery Bus Lines under this Agreement practical or possible at anytime. The Township shall not be liable to Montgomery Bus Lines for any damage, losses, interference, or inconvenience which may be suffered by Montgomery Bus Lines due to its use of the Water Tower becoming impractical or possible.

7. OWN RISK

Montgomery Bus Lines' acknowledges, confirms, and agrees that its Equipment, cables, and other items placed inside/upon the Water Tower and/or the Lands shall at all times remain at their sole risk and responsibility. For clarity, the Township shall not be responsible for the Equipment, cables, and other items of Montgomery Bus Lines in anyway, including the provisions of any security, whatsoever, with the exception only of damage to the Equipment, cables, and other items of Montgomery Bus Lines caused by the willful and deliberate actions of the Township or its employees.

8. REMOVAL

In the event that this Agreement is terminated by either party pursuant to Article 1 of this Agreement, Montgomery Bus Lines shall remove all of its Equipment, cables, and other items as of the expiration of the one hundred eighty (180) days' notice period. Any Equipment, cables, or other items not removed as of such date, shall become the property of the Township and may be dealt with by the Township as it sees fit.

If this Agreement is terminated in accordance with any other Article of this Agreement, then Montgomery Bus Lines shall have thirty (30) days calculated from the day of such termination to remove all of its Equipment, cables, and other items from the Lands and/or Water Tower. Any Equipment, cables, or other items not removed at the end of this period, shall become the property of the Township and may be dealt with by the Township as it sees fit.

9. TAX IMPLICATIONS

In the event that any taxes, duties, rates, levies, assessments, or charges for local improvements, education, and schools, become imposed, or assessed from time to time by any governmental body against the Township and/or the Lands as a result of this Agreement, then any such burden shall be exclusively borne and paid by Montgomery Bus Lines either directly or by way of reimbursement to the Township.

10. LIABILITY

Montgomery Bus Lines shall indemnify and hold harmless the Township, against all liabilities, costs, fines, suits, claims, demands or actions of any kind for which Township may become liable for reason of any breach, violation or non-performance by Montgomery Bus Lines of any covenant, term or provision of the Agreement, or any injury, death or damage to property, occasioned to or suffered by any person or any property by reason of any act, negligence, or default by Montgomery Bus Lines or its employees, invitees or agents, or by reason of Montgomery exercising its rights under this Agreement, or by reason of the condition of the Lands or Water Tower caused by Montgomery Bus Lines. For clarity, the Township shall not, in any way, be responsible for any liabilities, costs, fines, suits, claims, demands or actions of any kind arising out of or in connection with Montgomery Bus Lines exercising its rights under this Agreement, except for those matters caused by the Township's own negligence or willful misconduct. This Article 10 shall survive the termination of this Agreement.

Montgomery Bus Lines shall also be liable under this Agreement to the Township for any damage or destruction to the Water Tower or the Lands as a result of it exercising its rights under this Agreement.

11. INSURANCE

During the term of this Agreement, Montgomery Bus Lines shall have and maintain in force all the necessary and appropriate insurance policies that a prudent person in the business of Montgomery Bus Lines would maintain and in keeping with industry standards. Such policies shall have policy limits that are sufficient to protect and indemnify the Township from any losses arising from the conduct, acts, or omissions of Montgomery Bus Lines, and shall included, but not be limited to, commercial general

liability insurance on an occurrence basis for an inclusive limit of not less than Five Million (\$5,000,000.00 CAD) Canadian Dollars. Montgomery Bus Lines shall forward to the Township a certificate verifying such insurance, upon the Township's written request. Such policy of insurance shall not be cancelled or permitted to lapse unless Montgomery Bus Lines notifies the Township in writing at least thirty (30) days prior to the effective date of the cancellation or expiry.

12. **GENERAL**

Nothing in this Agreement or any acts of the Township or the Montgomery Bus Lines pursuant to this Agreement shall be deemed to create a relationship of partners or a joint venture.

The parties hereto acknowledge and agree that in no event shall this Agreement be deemed to create a relationship of landlord and tenant between the parties, nor shall it be deemed to grant any leasehold interest in the Lands.

All notices that may be or are required to be given pursuant to this Agreement shall be in writing and must be given by personal delivery, or by registered mail. Unless otherwise provided for in this Agreement, any notice given personally will be deemed to have been given and received on the date of delivery on a business day. If notice is sent by registered mail it will be deemed to have been given three (3) days after it is mailed.

This Agreement may be executed in counterparts and delivered by e-mail or facsimile transmission and each such counterpart, whether delivered executed in its original form or by e-mail or facsimile transmission, shall be, and be deemed to be, an original instrument all such counterparts, when taken together, shall constitute one and the same document.

[signature page to follow.]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first mentioned.

MONTGOMERY BUS LINES LTD.

Per: _____

Name:

Title:

Per:

Name:

Title:

I/We have the authority to bind the corporation

THE CORPORATION OF THE TOWNSHIP OF HURON-KINLOSS

Per: _____

Name:

Title:

Per:

Name:

Title:

I/We have the authority to bind the corporation