



TOWNSHIP OF MELANCTHON ELECTRONIC MEETING THURSDAY, APRIL 1, 2021 - 9:00 A.M.

Join Zoom Meeting

<https://us02web.zoom.us/j/89143534252?pwd=YkZFSzJGVVBwVWJkcEw4djM5bFdKUT09>

Meeting ID: 891 4353 4252

Passcode: 199168

One tap mobile

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Dial by your location

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Meeting ID: 891 4353 4252

Passcode: 199168

AGENDA

- 1. Call to Order & Announcements**
- 2. Declaration of Office – Councillor James McLean**
- 3. Additions/Deletions/Approval of Agenda**
- 4. Declaration of Pecuniary Interest and the General Nature Thereof**
- 5. Approval of Draft Minutes – March 18, 2021**
- Special Meeting - March 22, 2021
- 6. Business Arising from Minutes**
- 7. Point of Privilege or Personal Privilege**
- 8. Public Question Period** (Please visit our website under Agendas and Minutes for information on Public Question Period)
- 9. Public Works**
 1. Accounts
 2. Other
- 10. Planning**
 1. Applications to Permit
 2. Other

3. Unfinished Business
 1. Unnamed lane in Corbetton

11. Strategic Plan

12. Climate Change Initiatives

1. Dufferin Climate Action Plan Adopted;
<https://www.dufferincounty.ca/climatechange>

13. Police Services Board

14. Committee Reports

15. Correspondence

Board & Committee Minutes

1. Shelburne Public Library February 16, 2021

Items for Information Purposes

1. Town of Shelburne Resolution regarding County of Dufferin Service Delivery Review
2. NVCA Media Release – Fisheries and Oceans Canada Contributes to Improving Habitat
3. Township of South Glengarry Resolution regarding COVID-19 vaccines
4. MFOA – Ministry of Infrastructure Extends Timelines
5. Email from Ralph Snyder, Shelburne Fire Chief, Eligible to Receive Fire Safety Grant
6. Town of Shelburne Zoning By-law Amendment for 105 Mill Street; Planning Documentation on File
7. Town of Shelburne Minor Variance for 201 Wellington Street; Planning Documentation on File
8. Town of Shelburne Applications for Consent and Minor Variance; Planning Documentation on File
9. Letter From Laura Ryan, Town of Mono Mayor regarding Minister's Zoning Orders
10. Letter from Kyle Seebach, Dufferin-Caledon MP, Motion to Support National 3-digit Suicide Prevention Hotline
11. Letter from Sylvia Jones, Solicitor General regarding OPP Detachment Boards under the Community Safety and Policing Act
12. Email from Nicole McNeill, President CAO MPAC, regarding Province-wide Assessment Update Continues to be Postponed
13. NVCA Media Release – Check To See If You Need Permits From NVCA Before you Build
14. County of Simcoe Transportation Master Plan Update: Phase 1 Needs and Opportunities – Notice and Information Request

Items for Council Action

1. Headwaters Food and Farming Alliance Requesting Support
2. Revised Motion, for consideration, for Fire Sub-Committee established at February 17, 2021 Joint Council Meeting
3. Motion from the Joint Recreation Sub-Committee
4. NEC Request for Comments – Eh!tel Networks

16. General Business

1. Accounts
2. Notice of Intent to Pass By-law
 1. By-law to Appoint Municipal Officials from April 1, 2021 to December 31, 2021
 2. By-law to Constitute and Appoint a Committee of Adjustment

3. New/Other Business/Additions
 1. Councillor Mercer's Resignation from Horning's Mills Park Board
 2. Notice of Motion – Moved by Mercer that we designate a day in June to Encourage Environmental Sustainability in Melancthon
4. Unfinished Business
 1. NDCC Motion from the November 10, 2020 Meeting – Recommendation that the Townships reach a consensus on moving forward
 2. Creation of a motion from Melancthon Council regarding Fire Services Operations

17. Delegations

1. 9:30 a.m. – Naomi Saunders, Manager of Environmental Education and Byron Wesson, Director of Conservation Services, Nottawasaga Valley Conservation Authority VCA – invited by Council to speak on the NVCA's Education Programming in Dufferin County
2. 11:30 a.m. – Greg MacNaughtan, CBO Dufferin County, Chief Derek Malynyk, Southgate FD and Gary Tomlinson, Ministry of the Environment, Conservation and Parks regarding Northern Iron and Metal – **Closed Session Delegation** – invited by Council

18. Closed Session

1. Approval of Draft Minutes – March 18, 2021 and March 22, 2021
2. Business Arising from Minutes
3. Personal matters about an identifiable individual, including municipal or local board employees – Report from Denise Holmes, CAO/Clerk – Increase to Boot/Clothing Allowance
4. Personal matters about an identifiable individual, including municipal or local board employees – Horning's Mills Community Hall Board Applications and Heritage Advisory Board Applications
5. A position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board – Recruitment Proposal for Treasurer/Deputy Clerk Position
6. Litigation or potential litigation, including matters before an administrative tribunal affecting the local board – **11:30 a.m. Delegation**
7. Rise With or Without Report from Closed Session

19. Third Reading of By-laws

20. Notice of Motion

21. Confirmation By-law

22. Adjournment and Date of Next Meeting – Thursday, April 15, 2021 – 5:00 p.m.

23. On Sites

24. Correspondence on File at the Clerk's Office

APPLICATIONS TO PERMIT FOR APPROVAL
April 1, 2021 COUNCIL MEETING

PROPERTY OWNER	PROPERTY DESCRIPTION	TYPE OF STRUCTURE	DOLLAR VALUE	D.C.'s	COMMENTS
Paul Lillie	318113 8th Line NE Pt Lot 21, Con 9 NE RP 7R2634 Part 2	above ground pool	\$16,000.00	NO	
Andrew Horvath	582356 County Road 17 Part Lot 291, Con 1 SW RP 7R2736 part 2	accessory building	\$75,000	NO	
Michael Beamish Applicant Shane McMann	478278 3rd Line Pt Lot 25, Con 3 OS RP 7R6357 Pt 1	agriculture storage	\$50,000	NO	
1392119 Ontario Ltd	625274 15 Sideroad E Pt Lot 15, Con 3 OS	dwelling	\$500,000	YES	

Plan # 10-1
APR 01 2021

*Minutes for Shelburne Public Library Board Meeting
Tuesday, February 16, 2021*

Present: Geoff Dunlop Margaret Mercer Paul Barclay
Mikal Archer James Hodder Gail Little
Patricia Clark Sharon Martin

Also Present: Rose Dotten, CEO/ Head Librarian

Regrets: Shane Hall

The participants met on-line through the Zoom platform due to the COVID-19 Pandemic.

The Chair, Geoff Dunlop, called the meeting to order at 7:00 P.M. and stated some guidelines for the meeting.

- a) Participants were to mute themselves when not speaking. Rose/Geoff to stay unmuted to recognize members.
- b) Participants were to raise their hands to ask questions or comment and wait to be recognized.
- c) Participants were to raise their hands to vote on motions.

Motion 01-21 J. Hodder, P. Barclay

In accordance with a previous motion approved by the SPL Board that members can participate in a virtual meeting;

Be it resolved that the Board now hold a virtual meeting for all board members not able to be physically present due to COVID-19 restrictions.

Carried

Motion 02-21 M. Mercer, M. Archer

Be it resolved that we approve the amended Agenda of the February 16, 2021, meeting.

Carried

Motion 03-21 M. Archer, P. Barclay

Be it resolved that we approve the minutes of the board meeting dated December 15, 2020.

Carried

Motion 04-21 S. Martin, P. Clark

Be it resolved that we approve the Accounts Payable Register for December, 2020, with invoices and payments in the amount of \$32,841.28.

Be it resolved that we approve the Accounts Payable Register for January, 2021, with invoices and payments in the amount of \$23,328.20.

Carried

Bd comm # 1
APR 01 2021

CEO/ Head Librarian's Report:

- **Statistics**

The statistics for active circulation are not available, as the Library has been closed since March 15, 2020. However, Rose presented a verbal report outlining Statistics relating to Curbside Pickup for January, 2021. We circulated approximately 2436 items, and additionally, approximately 1,265 more items through Overdrive and Libby (e-books and audio books).

- **Verbal/anecdotal Social Media Outreach**

Rose also presented anecdotal information about the Social Media Outreach for the library including statistics for E-Resource use which included the fact that Press Reader is very popular with over 288 issues opened. Although this is an expensive resource, we are finding it is well used.

Other statistics: Library News sent – 8789

Facebook - Total post engagement current month - 622

Instagram – 259 posts, Followers 380

Video watches (YouTube) - 231 Subscribers - 52

Ancestry.ca searches – 192 searches

Twitter – 269 followers

PebbleGo – 235

Storytime – 25-35 views

- **Programming**

- **Children's Programming**

Our children's programming continues with Story time and crafts on Friday morning. Families pick up a bag containing the craft materials for the month at curbside along with their books. In January, 2021, over 70 craft kits were distributed. We also post new Lego Challenges for children every Wednesday and encourage interaction through social media. On Thursday nights, we have Sleepy Story time and on Mondays, the Community Readers program is geared to children.

- **Teen Programming**

For the Teens, we have a weekly Make and Take Video and craft supplies to make the craft. The "Craft Supply" bags are also distributed monthly and include all the supplies needed to make the craft. Rose said to encourage everyone to watch these as the Crafts are fun and engaging.

- **Adult Programming**

Jade and Rose are featured in a Video clip every Tuesday. They outline some new aspect of the library resources and talk about two books they have read during the week. There is also a new adult reading Challenge on Beanstack for the winter months.

- **Community Readers**

Even though the Community Readers initiative is drawing a great response, due to the Lockdown that started on December 26, 2020, we had to suspend the program for the time being.

As seen in the statistics presented, we have an extensive email list (approximately 2000) of our adult Newsletter and Rose consistently has the Newspaper article in the Shelburne Free Press... thanks to their support.

Business

- **Fines**

Rose brought the issue to the Board as to whether we should continue to charge fines for various materials. The discussion was deferred to the next meeting and Rose will bring more information as to what other libraries are implementing this.

- **Ceiling Light Fixtures**

Rose explained the problems we have been facing relating to replacement of the existing light fixtures in the library. We are fortunate to have found the commercial company who will retrofit the lights with LED at 1/3 the cost of replacement fixtures since the existing fixtures suit the ambience of the library.

Motion 5-21 M. Mercer, G. Little

Resolved that the SPL Board approves the budget to replace and install all lights in the library, not to exceed \$22,000.

Carried

- **Ongoing Library Protocols**

Discussion ensued again about the logistics of opening the library for in-library browsing. With the number of active cases rising, this does not seem to be the time to do that. However, we will wait and see what the Town of Shelburne will be doing and when the town office opens, that may be a strong consideration that we do so.

Motion 6-21 S. Martin, G. Little

Be it resolved that SPL continue to provide programming and support to its patrons to provide online service, programming, resources, support and communication, at the discretion of the CEO;

Be it further resolved that the SPL Board approve the recommendation to continue and maintain current staffing as modified by the CEO;

Be it further resolved that these recommendations be reviewed at the next scheduled Board meeting on March 16, 2021.

Carried

- **In Camera session -- Not required**

Motion 7-21 S. Martin, P. Clark

That we now adjourn at 7:55 p.m., to meet again March 16, 2021, at 7 pm., or at call of the Chair.

Carried

Denise Holmes

From: Jennifer Willoughby <jwilloughby@shelburne.ca>
Sent: Tuesday, March 16, 2021 12:42 PM
To: Nicole Martin; Denise Holmes; 'Mark Early'; Tracey Atkinson
Subject: Resolution from Shelburne Council - Dufferin County SDR

Good Afternoon

At last night's Special Council meeting the following resolution was passed by Shelburne Council:

Moved By Mayor Mills
Seconded By Councillor Benotto

Council supports in principle, the recommendations specific to indoor recreation and fire services from the County of Dufferin Service Delivery Review Part A and the dissolution of the boards of management whereby each service area would be directly delivered by the Town of Shelburne;

AND THAT Staff is directed to review and outline the processes to move forward with the dissolution of the two boards and outline the estimated timelines and estimated costs in a follow up report;

AND THAT Council directs Staff to incorporate this general direction in the scope of work that would be required within the Town's Service Delivery Review, as well as Parks and Recreation Master Plan as both projects will be completed in 2021.

CARRIED, W. Mills

A copy of the CAO's report can be found on the Town's website at the following link <https://pub-shelburne.escribemeetings.com/Meeting.aspx?Id=f59e24a9-2acf-4231-bf4b-b30e1cfdbe1c&Agenda=Agenda&lang=English>

You can also view the proceedings of Council on the Town's YouTube channel <https://www.youtube.com/channel/UCsar-MwF8CXrgPbe2EVxh-w>

Thank You

Jennifer Willoughby, Director of Legislative Services/Clerk
Phone: 519-925-2600 ext 223 | Fax: 519-925-6134 | jwilloughby@shelburne.ca
Town of Shelburne | 203 Main Street East, Shelburne ON L9V 3K7
www.shelburne.ca

The Town of Shelburne is proactively taking measures to limit the spread of COVID-19. As of February 16, 2021 at 12:01 a.m. our Region has returned to the Framework under Red-Control and will no longer be subject to the Stay-at-Home order. Town Hall will remain closed until further notice. Scheduled appointments are available from Tuesday to Friday from 9 am to 4 pm upon request. We are encouraging everyone to take advantage of the digital processes. You can pay your bills online by visiting our webpage [Paying My Bills](#). The best way to reach staff is by email. .

Thank you and stay healthy!



A People Place, A Change of Pace
SHELBURNE
ONTARIO, CANADA

Meeting Date:	Monday, February 22, 2021
To:	Mayor Mills and Members of Council
From:	Denyse Morrissey, Chief Administrative Officer
Report:	CAO 2021-03
Subject:	Service Delivery Review Final Report – Dufferin County

Recommendation

Be it Resolved that Council:

1. Receives report CAO 2021-03 Service Delivery Review Final Report – Dufferin County be received for information; and that
2. A special Council meeting be scheduled on March 15, 2021 for Council discussion regarding Part A recommendations of the Dufferin County Service Delivery report specific to Indoor Recreation and Fire Services.

Background

Dufferin County SDR

Dufferin County received grant to fund their Service Delivery Review (SDR) through the first intake of the Municipal Modernization Program. The SDR was divided into two parts:

- Part A – Shared Municipal Services/Resources
- Part B – County Operations and Community/Human Services

The County's RFP for the Service Delivery Review closed on October 25, 2019. Optimus SBR Inc was awarded the project for \$264,750. The RFP also provided an option for local municipalities to separately engage and hire the firm for their own service delivery review related needs.

Significant review of lower tier municipal services was completed within Part A and recommendations were provided by Optimus. The firm presented their report to an All Council's meeting of Dufferin County municipalities on November 24, 2020. The firm also presented their report to Town of Shelburne Council on December 14, 2020.

The updated and final report addressed the comments from discussions around Economic Development, the Transportation Master Plan, and the Operations Centre. The firm also clarified language around stakeholder comments regarding Fire services.

With respect to the recommendations from Part A and next steps it is up to individual Councils how they wish to move forward.

The final report from Optimus SBR Inc, Part A is provided in Appendix 1.

Analysis

The County of Dufferin's SDR and the recommendations provide comprehensive analysis that is relevant to Council's Strategic Priorities and specific Targets and action items, that the Town will also complete a SDR in 2021, and a Parks and Recreation Master Plan in 2021.

Town of Shelburne Council's Strategic Priorities

Council's Strategic Priorities include:

Target T2 Municipal Services Review and Evaluation

A: Complete a service delivery review for all Town services and operations

B: Complete review of municipal services delivered by third-party boards and complete a governance review

Council's Strategic Priorities are provided in Appendix 2.

County SDR Final Report – Third Party Board Governance

Governance analysis related to two third-party boards, which are Centre Dufferin Recreation Centre (CDRC) and Shelburne and District Fire Services as part of the services areas of Indoor Recreation, and Fire Services was

completed. These two third-party boards would have needed to be a component of the Town's SDR and as included in Council's Strategic Priorities.

There are Agreements for the participating member municipalities for the CDRC, and the Shelburne and District Fire Department.

The 1994 CDRC agreement is provided in Appendix 3.

The 2020 agreement for the Shelburne and District Fire Department, which has not been signed by the Town of Shelburne, is provided in Appendix 4.

The 1991 agreement for the Shelburne and District Fire Department is provided in Appendix 5. In the absence of the Town of Shelburne signing the 2020 agreement the 1991 agreement remains in effect.

The recommendations from Optimus, extracted below and italicized, also address some of the targets within Council's Strategic Priorities, specifically T2 – "Complete review of municipal services delivered by third-party boards and complete a governance review".

➤ Indoor Recreation

The goal of the review was to understand gaps in the current governance structure and recommend a governance and reporting structure that better enables municipal oversight and involvement in Recreation Facilities, given that they are their largest funders

➤ Indoor Recreation proposed recommendation:

Explore a revision to the current governance structure associated with Indoor Recreation Facilities in the Rural Municipalities.

In light of the gaps and rising costs identified by stakeholders for this service, two options are proposed that would require an amendment to the current governance structures. It should be noted that the same solution may not be preferred for all and that boards may take different options

The Options summarized included:

OPTION A:

Consider revising the reporting structure of recreation Boards of Management so that in all boards the Facility Manager reports to the Municipal CAO (or other senior municipal staff member).

OPTION B:

Explore options to dissolve recreation Boards of Management and enable a Member Municipality to fully operate the facilities they already own, which could include establishing contracted funding arrangements with neighbouring municipalities to share costs and protect access for residents.

Fire Services proposed recommendation

It is recommended that Councils explore the dissolution of all or a subset of Fire Boards of Management that would end Fire Board Agreements and transfer Fire Department assets/function to a Municipality to operate as a municipal department. Given the technical complexity, regulatory requirements, and potentially large liabilities associated with delivering the service, board arrangements are a challenging governance structure with which to operate fire services.

Establishing fire services as a municipal department allows the critical role of providing emergency services to residents to be brought into the municipal structure. The dissolution of fire boards would result in the development of a fee-for-service fire agreement between the municipalities that house the Fire Department, and those that are contracting services from them. The revised agreement would be for a period of 5 years, with options included to extend for another 5 years. This provides an opportunity to reassess the costs associated with delivery of this service. Closest hall response would continue to be provided, and the agreement will include language to that effect. Mutual aid agreements may also continue without a need to be changed.

2021 Town of Shelburne Budget

The approved 2021 budget includes \$25,000 to support the costs for an SDR and hiring a consultant. It is anticipated the project will commence in early summer and be completed by end of November 2021.

The Town of Shelburne funds 62% of the CDRC budgets. The Town of Shelburne is the owner of the building.

The Town of Shelburne's funding of the Shelburne and District Fire Department budgets is based on the average of Assessment, Households and the 3 year call average. In 2021 Shelburne will fund 54.69%. The Town of Shelburne is the owner of the building.

Parks and Recreation Master Plan

The Town of Shelburne will be completing our Parks and Recreation Master Plan in 2021. It will include community consultation and engagement to fully capture input from residents regarding desired or future parks and recreation services, including indoor recreation and programs.

The October 2020 recommendations from the Anti-Black, Anti-Racism and Discrimination Task Force included a number action items for the Town to undertake to enhance recreation, culture and parks opportunities in serving a diversified community, and to be more reflective of this commitment via the services offered to a diversified community.

Municipal Modernization Fund Second Intake

The program was announced on January 25, 2021 and the deadline for expressions of interest is March 15, 2021. One of the requirements is field work cannot begin earlier than January 26, 2021, with a final report completed and posted publicly on the municipal website by November 30, 2021.

The Town will also be submitting an expression of interest for funding, under the second intake of the Municipal Modernization Program, Review Stream for our SDR.

General information on the Municipal Modernization Fund is provided in Appendix 6.

Financial

Not applicable

Policies & Implications

Not applicable

Consultation and Communications

Not applicable

Council Strategic Priorities

Council's Strategic Priorities has three Goals - Sustainable, Engaged and Livable. There are a total of 12 targets with the three Goals.

This report aligns with the Sustainable Goals within the Targets:

Target T2 Municipal Services Review and Evaluation

Target T7 Promote partnerships and collaboration

Supporting Documentation

Appendix 1: County of Dufferin, final SDR report, Part A, December 2020: from Optimus SBR Inc

Appendix 2: Town of Shelburne, Council's Strategic Priorities

Appendix 3: 1994 CDRC agreement - Added 1978 and 1992 CDRC Agreement

Appendix 4: 1991 agreement for the Shelburne and District Fire Department

Appendix 5: 2020 agreement for the Shelburne and District Fire Department (which has not been signed by the Town of Shelburne)

Appendix 6: Province of Ontario, Municipal Modernization Fund: Second Intake information

Respectfully submitted:

Denyse Morrissey, CAO

*not included
in Agenda
pkg PBH*



MEDIA RELEASE

FOR IMMEDIATE RELEASE

Fisheries and Oceans Canada contributes to improving habitat for species at risk in the Nottawasaga River watershed

UTOPIA, Ontario (March 23, 2021) – Fisheries and Oceans Canada (DFO) has provided \$165,000.00 over three years to the Nottawasaga Valley Conservation Authority (NVCA) to help restore habitat for two species at risk in the Nottawasaga River Watershed - lake sturgeon and northern brook lamprey. Degradation of habitat and water pollution have contributed to declines in populations for these fish.

"Our Government is proud to work in partnership with NVCA to protect Canada's at-risk species and the habitats they call home," said the Honourable Bernadette Jordan, Minister of Fisheries, Oceans, and the Canadian Coast Guard. "Through the Habitat Stewardship Program for Aquatic Species at Risk, we are working together to restore the sturgeon and northern brook lamprey populations in the Nottawasaga River Watershed. Every act of conservation we take is critical to preserving Canada's natural environment for generations to come"

"Spawning habitats for these species at risk are impacted by soil released from eroding river banks and surrounding land" explained Fred Dobbs, Manager of Stewardship Services at NVCA. "Excess soil particles can clog up the pores in spawning gravel, eliminating the flow of water which provides oxygen and removes waste products from the fertilized eggs. Urban and agricultural areas also contribute phosphorus to the spawning grounds. Phosphorus promotes excess algae growth on the gravel which can reduce oxygen concentrations for incubating eggs."

The funding also allowed NVCA stewardship staff and partners such as Nottawasaga Futures, the South Simcoe Streams Committee and Nottawasaga Steelheaders to initiate a multi-year project to stabilize soil and reduce sediment and nutrient inputs to the Nottawasaga River.

This work also includes a floodplain construction component where low flat shelves are excavated adjacent to the river and revegetated. These floodplains reduce erosion by allowing floodwaters to spread out and slow down, like removing your thumb from the end of the garden hose. The floodplains also reduce flooding for adjacent landowners as well as providing habitat for a range of amphibians and birds.

Rural landowners are key partners in this initiative designed to improve habitat for species at risk, and have played a strong role in helping to complete projects in years 1 and 2. NVCA staff are currently developing a work plan for the 2021 field season and encourages landowners on the Nottawasaga River and Sheldon Creek to call Fred Dobbs at (705) 309-0522 if they are interested in participating in the river restoration program.

- 30 -

Photo captions:

Before restoration: Eroding river bank impacted by the removal of stream-side vegetation and its roots which stabilize the soil.

After restoration: Restored river bank stabilized using natural sod and woody material. The logs visible in the river were installed to provide trout habitat.

About NVCA: The Nottawasaga Valley Conservation Authority is a public agency dedicated to the preservation of a healthy environment through specialized programs to protect, conserve and enhance our water, wetlands, forests and lands.

Media contact: Maria Leung, Communications Coordinator 705-424-1479 ext.254, mleung@nvca.on.ca





CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY

MOVED BY Lyle WARDEN RESOLUTION NO 75-2021

SECONDED BY Sam McDonnell DATE March 1, 2021

WHEREAS COVID-19, a disease caused by the 2019 novel coronavirus, has resulted in the deaths of almost 7,000 Ontarians;

AND WHEREAS Canada currently lags behind dozens of nations in terms of the proportion of the population that has received doses of COVID-19 vaccines;

AND WHEREAS the federal government has moved too slowly and is failing to foster domestic vaccine-production capacity;

AND WHEREAS the number of administered vaccines in Ontario is not keeping pace with the number of doses that have been received by the provincial government;

AND WHEREAS the provincial COVID-19 vaccine booking system is not yet operational;

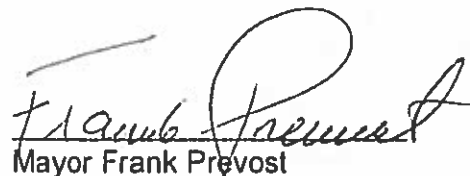
NOW THEREFORE BE IT RESOLVED THAT the Council of the Township of South Glengarry urges Premier Doug Ford and the Province of Ontario to procure approved COVID-19 vaccines to be distributed to the residents of the Province of Ontario, increase the Province's vaccination rate to keep pace with the doses that have been received and accelerate the launch of its COVID-19 vaccine booking system;

AND FURTHERMORE that this resolution be forwarded to Premier Doug Ford, MPP Jim McDonnell, Hon. Christine Elliot, Minister of Health, Hon. Peter Bethlenfalvy, Minister of Finance and all Ontario municipalities.

☒ CARRIED

☐ DEFEATED

☐ POSTPONED


Mayor Frank Prevost

From: Municipal Finance Officers Association of Ontario <no-reply@mfoa.on.ca>
Sent: Wednesday, March 17, 2021 11:45 AM
To: Denise Holmes
Subject: Timelines Extended Under O. Reg. 588/17



Hello Denise,

Ministry of Infrastructure Amends O. Reg. 588/17 to Extend Timelines

As of March 15, the Ministry of Infrastructure has amended **O. Reg. 588/17: Asset Management Planning for Municipal Infrastructure** to extend the timelines under the regulation. The regulation now outlines the following timelines:

- **July 1, 2022:** an asset management plan in respect of its core municipal infrastructure assets
- **July 1, 2024:** an asset management plan in respect of all other assets
- **July 1, 2025:** an asset management plan with:

- Proposed levels of service for the next 10 years, using provided metrics for core infrastructure and municipally created metrics for other infrastructure
- An explanation of why the proposed levels of service are appropriate, including risks, affordability and whether they are achievable
- The proposed performance of each category for each year over 10 years
- A lifecycle management strategy
- A financial strategy
- Document and address available funding as well as funding shortfalls
- An explanation of any other key assumptions

MFOA has **advocated** on behalf of its members on this issue since 2020, and we thank all municipalities who have supported our letter to the Ministry of Infrastructure. We also thank the Ministry of Infrastructure for listening to municipal voices on this important issue.

For any questions, please contact Suzanna Dieleman (suzanna@mfoa.on.ca).

Our Sponsors



Contact Us:

Municipal Finance Officers' Association of Ontario
 2169 Queen Street East, 2nd Floor
 Toronto, Ontario, M4L 1J1
 Tel.: (416) 362-9001
 Fax: (416) 362-9226

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Denise Holmes

From: Ralph Snyder <rsnyder@sdfd.ca>
Sent: Wednesday, March 17, 2021 2:42 PM
To: ehawkins@mulmur.ca; fred.nix@townofmono.com; glittle@amaranth.ca; Heather Foster; Janet Horner; Margaret Mercer; Nicole Hill; shall@shelburne.ca; sharon.martin@townofmono.com; Wbenotto@shelburne.ca; Wayne Hannon
Cc: Jones, Sylvia; Nicole Martin; Denise Holmes; mark.early@townofmono.com; Tracey Atkinson; Denyse Morrissey
Subject: Appreciation for Fire Safety Grant

The Shelburne & District Fire Department is eligible to receive up to \$6,600.00 as part of a one time \$5m grant from the Government of Ontario. This grant to municipal fire services is to assist in addressing challenges associated with training and inspections due to the pandemic.

This funding is greatly appreciated as our training has been adversely affected for a year now.

We have been preparing the grant application with anticipated purchase of some or all of the following to enhance training for our volunteers:

- A virtual training software program (same program as used by the Ontario Fire College)
- Small computing devices to improve in house online training capabilities (Chromebooks)
- Training for an instructor to deliver 1st Aid/CPR/AED certifications to firefighters in house
- Instructor training in Auto Extrication to enhance delivery of internal training

The Office of the Fire Marshal has been very helpful in expediting these funds on an extremely short timeline. The grant application is due this Friday, March 19.

It is my hope that the Fire Chiefs in Ontario can put this appreciated one time funding to good use and demonstrate the necessity for continued financial assistance from the province.

Ralph Snyder
Fire Chief
Shelburne & District Fire Department
114 O'Flynn St.
Shelburne ON
L9V 2W9
rsnyder@sdfd.ca
519-925-5111
519-938-1609 cell



THE CORPORATION OF THE TOWN OF SHELburne
NOTICE OF COMPLETE APPLICATION AND PUBLIC MEETING
UNDER SECTION 34 OF THE PLANNING ACT

Take notice that the Council of the Corporation of the Town of Shelburne has received a complete application for a Zoning By-law Amendment (File No. Z21/01) and will hold a public meeting on:

MONDAY, APRIL 12TH, 2021

The public meeting is scheduled to start at 6:30 p.m., or as shortly thereafter as possible, and will be held in an online virtual meeting format, as outlined below.

The purpose of the meeting is to consider an Amendment to the Town of Shelburne Zoning By-law No. 38-2007. Take notice that the application has been deemed complete so that it can be circulated and reviewed.

The property subject to the proposed Amendment is municipally known as 105 Mill Street. The property is designated as Residential in the Official Plan and zoned Residential Type Two (R2) in the Zoning By-law. The accompanying map illustrates the location of the land subject to the proposed Amendment.

The purpose and effect of the Amendment is to rezone the property from Residential Type Two (R2) Zone to a new site-specific Residential Type Two Exception (R2-#) Zone. The application is proposing site-specific provisions to permit a converted dwelling with a total of 3 dwelling units including two dwelling units in the lower level of the dwelling, which is defined as a "cellar" in the Zoning By-law, within the existing single detached dwelling, and parking within the first 6.0m of the front property line for the purposes of satisfying the parking requirements.

Further to the COVID-19 Pandemic and the Provincial Orders that limit public gatherings, the public meeting will be held electronically through Zoom video conferencing and will be livestreamed. To participate in the meeting electronically through Zoom video conferencing, please contact the Clerk at jwilloughby@shelburne.ca to register in order to have access to the public meeting, no later than Thursday April 8th, 2021. Should you wish to view the proceedings, you will have the opportunity to view a live stream of the meeting on the Town of Shelburne's YouTube channel <https://www.youtube.com/channel/UCsar-MwF8CXrgPbe2EVxh-w>.

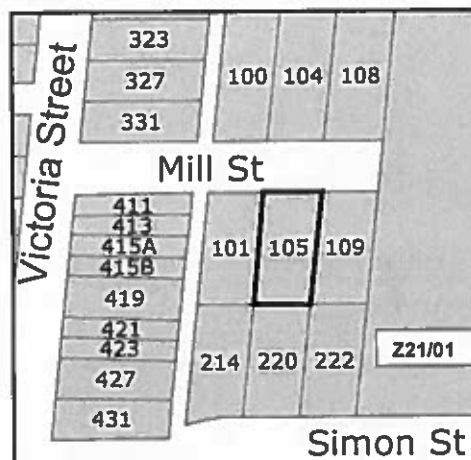
At the meeting you will be given the opportunity to ask questions and indicate whether you support or oppose the Zoning By-law Amendment. Written submissions will be accepted by the Clerk up to 4pm on the day of the Public Meeting. Questions and comments may be submitted in writing to the Clerk, up to 4pm on the day of the meeting. To ensure your questions, comments or concerns will be addressed during the meeting, please submit questions and comments in writing via email by 4pm on April 12th, 2021.

If a person or public body does not make oral submissions at a public meeting, or make written submissions to the Clerk of the Town of Shelburne before the by-law is passed, the person or public body may not be added as a party to the hearing of an appeal before the Local Planning Appeal Tribunal unless, in the opinion of the Tribunal, there are reasonable grounds to do so.

For more information about this matter, email planning@shelburne.ca or visit the Town's website at www.shelburne.ca. The agenda package including a copy of the staff report and the proposed zone change application will be available on the Town's website prior to the meeting.

Dated at the Town of Shelburne on the 17th day of March, 2021.

Jennifer Willoughby, Clerk
Town of Shelburne
203 Main Street East
Shelburne, Ontario L9V 3K7
Phone: 519-925-2600
Email: planning@shelburne.ca



WFO #6
APR 01 2021



THE CORPORATION OF THE TOWN OF SHELburnE

NOTICE OF PUBLIC MEETING

UNDER SECTION 45(5) OF THE PLANNING ACT

Take notice that the Committee of Adjustment of the Corporation of the Town of Shelburne will hold a public meeting on:

MONDAY, APRIL 12TH, 2021

The public meeting is scheduled to start at 6:30 p.m., or as shortly thereafter as possible, and will be held in the Council Chambers at the Municipal Offices, 203 Main Street East, Shelburne. The purpose of the meeting is to consider the following planning application:

- 1) **Application for Minor Variance A21/02** – Glen Schnarr & Associates Inc., on behalf of the owner of the property located at 201 Wellington Street, has submitted an application for a Minor Variance to request relief from Section 3.2.2 of Zoning By-law 38-2007 in order to permit a proposed temporary accessory structure located 18.37m from the front property line (Main Street West), whereas the Zoning By-law states that an accessory structure shall not be closer to a front lot line than any principal building on the lot. The existing principal building currently is setback 264.31m from the front lot line. The proposed accessory structure is intended to be used for storage of lumber products in conjunction with the existing industrial use of the property.

A map showing the location of the subject property is provided below.

Take notice that that the above application has been deemed complete so that it can be circulated and reviewed.

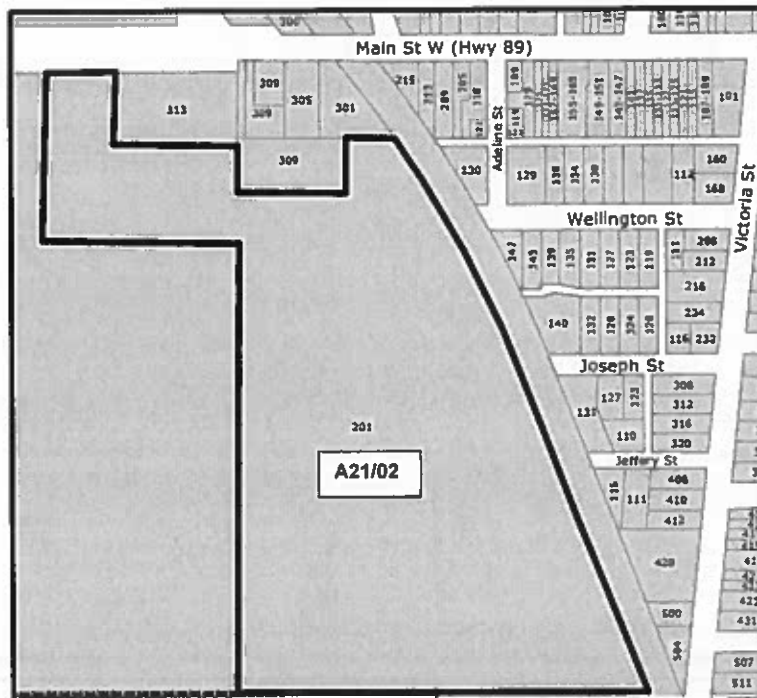
At the meeting you will be given the opportunity to ask questions and indicate whether you support or oppose the application. Written submissions will be accepted by the Secretary-Treasurer up to the time of the Public Meeting and will be given consideration by the Committee of Adjustment prior to a decision being made.

If a person or public body that files an appeal of a decision of the Committee of Adjustment of the Town of Shelburne in respect of the proposed consent does not make written submissions to the Secretary-Treasurer of the Committee of Adjustment of the Town of Shelburne before it gives or refuses to give a provisional consent, the Local Planning Appeal Tribunal may dismiss the appeal. If you wish to be notified of the decision of the Committee of Adjustment in respect of the proposed Consent, you must make a written request to the Secretary-Treasurer.

Additional information regarding the application will be available for inspection at the Town of Shelburne Municipal Office at 203 Main Street East, during normal office hours, 8:30 a.m. to 4:30 p.m. and on the Town's website at www.shelburne.ca.

Dated at the Town of Shelburne
on the 17th day of March, 2021.

Jennifer Willoughby,
Committee of Adjustment
Secretary-Treasurer
Town of Shelburne
203 Main Street East
Shelburne, Ontario L9V 3K7
Phone: 519-925-2600
Email: planning@shelburne.ca



info #7
APR 01 2021



TOWN OF SHELburnE

Planning & Development Department

RECEIVED

MAR 18 2021

March 17, 2021

CIRCULATED TO:

- County of Dufferin
- MTO
- NVCA
- Township of Melancthon
- Township of Amaranth
- OPG
- Hydro One
- Enbridge
- School Boards
- Shelburne EDC
- Heritage Committee
- Engineering
- Legal
- Fire Dept
- Police
- Council
- Public Works

APPLICATIONS FOR CONSENT AND MINOR VARIANCE

FILE NOS: B21/01, B21/02 & A21/02

PROJECTS: 331 Victoria Street (B21/01), Land having no civic address along the west side of Victoria Street (B21/02), and 201 Wellington Street (A21/02)

- 1) **Application for Consent B21/01** – Sandy Brown, owner of the property located at 331 Victoria Street has submitted an application for an easement. The subject property is legally described as All of Lot 6, Block 18, Registered Plan 8A. The owner previously obtained provisional approval for a severance on September 21, 2020 (B20/03) to divide the subject property into two residential lots. The purpose and effect of the easement application is to create a 3.0m easement along the north property line as a private easement for the purposes of granting shared access to private sanitary sewers located within the proposed severed and retained lot to maintain the existing sanitary services to the dwelling at 327 and 331 Victoria Street.
- 2) **Application for Consent B21/02** – Besley Country Market Ltd., owner of the property located along the west side of Victoria Street north of Sideroad 30, has submitted an application for Consent. The subject property is legally described as Part Lot 31 Concession 3 Reference Plan 7R-6410 Part 1 and Part 3 s/e Part 1 on 7R-6660. The purpose and effect of the application is to sever a portion of the property to have a land area of approximately 6.54 hectares to sever the portion of the subject property located within the Town of Shelburne (the proposed severed lot) from the balance of the land located in the Township of Amaranth (the proposed retained lot). The retained and severed lots are proposed to remain in agricultural use.
- 3) **Application for Minor Variance A21/02** – Glen Schnarr & Associates Inc., on behalf of the owner of the property located at 201 Wellington Street, has submitted an application for a Minor Variance to request relief from Section 3.2.2 of Zoning By-law 38-2007 to permit a proposed temporary accessory structure located 18.37m from the front property line (Main Street West), whereas the Zoning By-law states that an accessory structure shall not be closer to a front lot line than any principal building on the lot. The existing principal building currently is setback 264.31m from the front lot line. The proposed accessory structure is intended to be used for storage of lumber products in conjunction with the existing industrial use of the property.

**RECEIVED****MAR 18 2021**

March 4, 2021

The Honourable Steve Clark
Minister of Municipal Affairs & Housing
777 Bay Street – 14th Floor
Toronto Ontario M5G 2E5
Tel: 416 569 0569

Re: Minister's Zoning Orders (MZO)

Council for the Town of Mono received a written report from our Director of Planning, at their February 09th, 2021 session, respecting Minister's Zoning Orders (MZO).

All of Town Council expressed concern about the frequency and context of many of the MZO's implemented between 2019 and 2020. Of particular concern was that many of these MZO's have allowed for various forms of development adjacent to, or within sensitive natural heritage features. Apparently, an MZO issued in April 2020 in Vaughan, to Conmar Developments, resulted in the loss of three small Provincially Significant Wetlands (PSW) according to a list of MZO's compiled by Mr. Jeff Burch, MPP - Niagara Centre.

Consequently, Town of Mono Council passed the following Resolution #5-3-2021:

Moved: Fred Nix
Seconded By: Sharon Martin

THAT Council receives the Director's Planning Report, regarding Minister's Zoning Orders, dated February 9, 2021,

AND THAT Council write to the Minister of Municipal Affairs & Housing requesting that no MZO's be applied in the Town of Mono unless supported by a Council resolution for any MZO under consideration, whether for privately or publicly owned lands.

It is my sincere hope, that as Minister, you will afford the citizenry of Mono and its elected Town Council, the favour of respecting this Resolution. Mono Council and citizenry share a strong commitment to the long-term protection of its Greenlands and natural heritage assets, not just because of their unique juxtaposition within all three Provincial Greenbelt Plans, but also because they include key headwaters of four major watersheds. Protection of "headwaters" in Mono has been a longstanding tradition, stemming from the Headwaters I and II initiatives in the early 1990's. Not surprisingly, the term is now part of the broader regional land use planning and Provincial lexicon.

In summary, Minister Clark, I believe it is prudent to note that the integrity of the MZO legislative tool ought to reflect its wise and careful application, notwithstanding its inherent purpose, but more importantly, to do so while being mindful of the broad expectation by Ontario's citizens, to be able to

rely on the integrated policy framework of our Provincial Land Use Plans and local municipal plans.

Sincerely,



Laura Ryan
Mayor

Copies:

1. Sylvia Jones - Minister of Community Safety & Correctional Services
2. Michelle Dunn - Dufferin County, Clerk
3. Tracey Atkinson - Mulmur Township, CAO / Clerk
4. Denise Holmes - Melancthon Township, CAO / Clerk
5. Jennifer Willoughby - Town of Shelburne, Clerk
6. Karen Landry - Town of Orangeville, Clerk
7. Nicole Martin - Township of Amaranth, CAO / Clerk
8. Sue Stone - East Garafraxa, CAO / Clerk
9. Meaghan Townsend - Town of Grand Valley, CAO / Clerk



HOUSE OF COMMONS
CHAMBRE DES COMMUNES
CANADA

Kyle Seeback

Member of Parliament
Dufferin-Caledon

RECEIVED

MAR 19 2021

March 15, 2021

Denise B. Holmes, AMCT
CAO/Clerk
Township of Melancthon
Town Hall
157101 Highway 10
Melancthon, ON
L9V 2E6

Re: March 04, 2021 Correspondence - Motion to Support National 3-digit Suicide Prevention Hotline

Dear Ms. Holmes,

Thank you for your March 04, 2021 correspondence regarding Council's passing of a motion during its March 04, 2021 meeting, to endorse the motion from the Town of Mono regarding the National 3-digit Suicide Prevention Hotline, in its entirety. Council's quick action in support of this motion is greatly appreciated.

Council's support is important to ensure we make the 988 Suicide Prevention Hotline a reality for Canadians all across Canada. I'm extremely proud of the support and cooperation which has been demonstrated by all levels of government and across party lines to ensure the timely implementation of this initiative.

Thank you again for your correspondence and for keeping me informed on Council's activities.

Sincerely,


Kyle Seeback, M.P.
Dufferin-Caledon

c.c. Mayor Darren White & Members of Council

Ottawa
Room 209, Justice Building, Ottawa, ON K1A 0A6
Tel.: 613-995-7813 Fax: 613-992-9789

Constituency
229 Broadway, Unit 2, Orangeville, ON L9W 1K4
Tel.: 519-941-1832 Fax: 519-941-8660
kyle.seeback@parl.gc.ca
www.kyleseeback.ca

info #10
APR 01 2021

Solicitor General

Office of the Solicitor General

25 Grosvenor Street, 18th Floor
Toronto ON M7A 1Y6
Tel: 416 325-0408
MCSCS.Feedback@Ontario.ca

Solliciteur général

Bureau du solliciteur général

25, rue Grosvenor, 18^e étage
Toronto ON M7A 1Y6
Tél. : 416 325-0408
MCSCS.Feedback@Ontario.ca



132-2021-404
By email

March 17, 2021

Dear Heads of Council and First Nations Chiefs:

I am writing to provide you with an update on the new Ontario Provincial Police (OPP) detachment boards under the *Community Safety and Policing Act, 2019* (CSPA).

As you may remember, in February 2020, the Ministry of the Solicitor General conducted seven regional roundtable sessions across the province. Discussions at these sessions focused on new OPP-related regulatory requirements under the CSPA. Municipalities and First Nation communities receiving policing services from the OPP were invited to learn more about new OPP-related legislative and regulatory requirements and provide the ministry with feedback to inform the development of related regulatory proposals. In addition, we heard from many of you through various letters and engagement opportunities, including meetings with the Association of Municipalities of Ontario MOU Table and Rural Ontario Municipal Association about what you would like your new OPP detachment board to look like.

In response to your feedback, an OPP detachment board framework has been developed that we hope will provide municipalities and First Nation communities receiving direct and/or supplemental services from the OPP the flexibility to create a board that reflects your community and local needs.

Under this framework, municipalities and First Nation communities receiving direct and/or supplemental services from an OPP detachment are being asked to submit one proposal (per detachment) indicating the composition of their board and, if needed, a rationale for multiple boards and the composition of each additional board.

Municipalities and First Nations within a detachment are asked to work together to determine the composition of their board(s) as well as the manner in which they will submit their proposal to the ministry. For example, after determining the composition of the detachment board(s), municipalities and First Nations within a detachment area may select one municipality or First Nation to complete and submit the proposal.

..12

WFO#11
APR 01 2021

Dear Heads of Council and First Nations Chiefs
Page 2

Proposals must meet base requirements set by the ministry, which include a minimum number of five members per board and a requirement that each board should be composed of 20% community representatives and 20% provincial appointees. To that end, municipalities and First Nations are not required at this time to identify the names of the individuals that will be participating on the detachment board. Rather, you are only asked to identify the number of seats each municipality and First Nation will be allocated on the detachment board as well as the number of community representatives and provincial appointments.

To streamline and support the proposal process, the ministry has developed a digital form that can be accessed using the link included [here](#).

The ministry will work with municipalities and First Nations to obtain outstanding information/proposals and support you in submitting a completed proposal. If, however, a proposal still does not meet the minimum requirements, or a proposal is not submitted and/or if no consensus is reached on the composition of the board then the ministry will determine the composition of the detachment board.

Completed proposals are to be submitted to the ministry by **Monday, June 7, 2021**.

We recognize the significant implications that the current COVID-19 emergency has had on municipalities and First Nations across the province. To this end, in addition to the written supporting material attached here, we are also pleased to work with you directly through virtual information sessions.

If you have questions related to OPP detachment boards under the CSPA, please contact Sarah Caldwell, Director of Community Safety and Intergovernmental Policy, at sarah.caldwell@ontario.ca. If you have questions about the proposal process or would be interested in a virtual information session, please contact Joanna Reading, Senior Policy Advisor, at joanna.reading@ontario.ca

Sincerely,



Sylvia Jones
Solicitor General

Enclosures

c: Chief Administrative Officers

Municipal Clerks

Q12: Will the government address the current backlog in provincial appointments?**A12:**

- We know there are concerns related to the number of vacant provincial appointments and the length of time these appointments remain unfilled.
- We have made significant progress in reducing the backlog of provincial appointments. Since our government took office in 2018, we have filled approximately 124 provincial appointment vacancies on section 10 boards.
- We will continue to work with municipalities and First Nations to ensure provincial appointees are recruited and appointed in a timely manner.

Q13: Why are First Nations with Self-Administered Police Services not included in the OPP detachment board framework?**A13:**

- First Nations that receive policing from a Self-Administered First Nation Police Service (SA FNPS) are not included in the OPP detachment board framework as they are already represented on boards and/or have their own police governing authorities.
In addition, SA FNPS boards have existing relationships and alternate methods to communicate their input to the OPP with respect to supports and services the OPP provides to their communities.

Q14: Are there other civilian governance options for First Nation communities that are captured within the OPP detachment board framework?**A14:**

- As an alternative to participating on an OPP Detachment board, under the CSPA First Nations have the option to request to form a First Nation OPP Board.
- Where a First Nation or multiple First Nations has entered into an agreement with the Minister for the provision of policing and other specified services by the Commissioner, the First Nation(s) may request that the Minister constitute a First Nation OPP board.
- A First Nation OPP board would perform similar functions and responsibilities as an OPP Detachment board by providing advice and oversight over the policing services provided by the OPP to a First Nation community or communities.
 - This includes determining objectives and priorities, supporting development of the strategic plan, and advising the Detachment Commander with respect to policing provided to a First Nation community or communities.
 - A First Nation OPP board could also establish local policies, in consultation with the OPP, with respect to the detachment's provision of policing.
- Please contact Ashley O'Connell, Indigenous Engagement Unit, Ministry of the Solicitor General at Ashley.OConnell@ontario.ca for more information on requesting a First Nation OPP Board.

ADDITIONAL INFORMATION**Q15: What training will OPP detachment board members be required to complete?****A15:**

- Members cannot perform their duties or exercise any of their powers until they have successfully completed the training identified in the CSPA.
- More specifically, like all other boards and councils governed under the CSPA, OPP detachment board members will be required to successfully complete training with respect to:
 - human rights and systemic racism;
 - the diverse, multiracial and multicultural character of Ontario society;
 - the rights and cultures of Indigenous peoples; and
 - any other training prescribed by the Solicitor General.

Q16: Will municipalities be able to request enhanced OPP policing services (e.g., beyond basic "adequate and effective" policing) under the CSPA?**A16:**

- Under the CSPA, municipalities that receive policing from the OPP may enter into agreements for enhanced policing services.
- Municipalities will continue to be responsible for funding and implementing enhancements.

Q17: Once the CSPA is in force, will municipalities within a detachment receive one billing statement (i.e., a single invoice for the entire detachment)?**A17:**

- There will be no substantive changes to the billing process.
- Municipalities will continue to be billed individually.

Q18: Will there be an opportunity to provide additional feedback on other OPP-related matters for regulation?

A18:

- All OPP-related matters for regulation will be posted on the Ontario Regulatory Registry for public comment.



CONTEXT

- Ontario passed the *Comprehensive Ontario Police Services Act, 2019* (Bill 68) and established the *Community Safety and Policing Act, 2019* (CSPA) which, once in force, will repeal the *Police Services Act, 1990* (PSA).
- Section 67 of the CSPA requires there be *an Ontario Provincial Police (OPP) detachment board, or more than one OPP detachment board*, for each detachment of the OPP that provides policing in a municipality or in a First Nation community.
- The Ministry is required to develop a regulation related to the composition of each OPP detachment board. To achieve this, the ministry has developed an "OPP Detachment Board Framework".

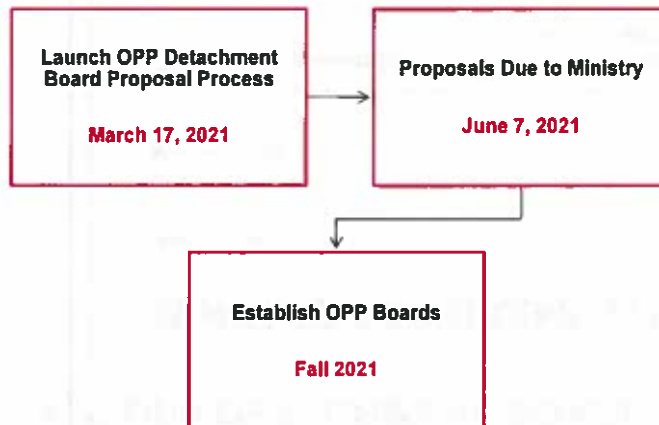


FRAMEWORK

- The new **OPP Detachment Board Framework** will provide civilian governance to 326 municipalities and 43 First Nations including those that:
 - Are directly policed by the OPP;
 - Employ their own First Nations Constables but receive administrative support from the OPP; and
 - Receive "OPP Dedicated" policing (i.e. North Caribou Lake and Wapekeka First Nation).
- By enhancing civilian governance, the **OPP Detachment Board Framework** under the CSPA will:
 - Ensure each municipality and First Nation receiving OPP services and supports has an opportunity to represent their local perspectives, needs, and priorities; and
 - Provide opportunities for municipalities and First Nations to collaborate on efforts to improve community safety.



TIMELINES



PROCESS



- To ensure the objectives of the **OPP Detachment Board Framework** are met, the ministry has developed a flexible approach that allows municipalities and First Nations to determine the preferred composition of their detachment board(s) by submitting a proposal using a digital form provided by the ministry.
 - Link to Digital Form: [OPP Board Proposal Form](#)
- Municipalities and First Nations within a detachment will be required to work together to develop and submit **one proposal** indicating the composition of their board(s). The proposal must meet the minimum composition requirements established by the ministry (**See Page 2 & Qs and As**).
- Municipalities and First Nations will not be required to identify the names of the individuals that will be participating on the detachment board but will be required to identify the number of seats each municipality and First Nation will be allocated on the detachment board as well as the number of community representatives and provincial appointments.
- The ministry will work with each municipality and First Nation to obtain outstanding information and provide support to ensure each detachment submits a completed proposal. However, a proposal does not meet the minimum requirements set by the ministry or a proposal is not submitted, and/or if a detachment is unable to come to a consensus, the ministry will determine the composition of the detachment board(s).
- The ministry is offering virtual information sessions for municipalities and First Nation communities to address outstanding questions and clarify concerns related to the proposal requirements and process, upon request.

✓ OPP DETACHMENT BOARD COMPOSITION REQUIREMENTS

MINIMUM REQUIREMENTS

Minimum Size	5 members
Maximum Size	None
Community Representatives	20% Community Representation <ul style="list-style-type: none">Province to appoint community representative(s) if municipal council/band council fail to appoint representatives by joint resolution.
Provincial Appointments	20% Provincial Appointees



CONTACT INFORMATION

General Information/OPP Detachment Board Proposal Process	Community Safety and Intergovernmental Policy Branch Joanna Reading (Joanna.Reading@ontario.ca)
Civilian Governance Options for First Nations	Indigenous Engagement Unit Ashley O'Connell (Ashley.OConnell@ontario.ca)

Q12: Will the government address the current backlog in provincial appointments?**A12:**

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A18:

- All OPP-related matters for regulation will be posted on the Ontario Regulatory Registry for public comment.

Denise Holmes

From: Nicole McNeill <Nicole.Mcneill@mpac.ca>
Sent: Thursday, March 25, 2021 1:08 PM
To: Denise Holmes
Subject: MPAC: Province-wide assessment update continues to be postponed

Good afternoon Denise,

Yesterday, as part of the Ontario Government's 2021 spring budget, the Minister of Finance announced the decision to once again postpone a province-wide property assessment update due to the pandemic.

Property assessments for the 2022 property tax year will continue to be based on January 1, 2016 assessed values.

In addition, the budget notes that the government will hold consultations on the timing and valuation date for the next assessment update and that outcomes will be communicated this fall.

Our focus remains unchanged

MPAC will continue to maintain an inventory of all properties and account for changes that happen each year in every property sector, across the province.

As your partner, we understand the importance of revenue generated from ongoing construction and renovation projects, and we will continue to capture the value of these changes throughout the year.

Now more than ever, we know it's critical to support and contribute to your assessment base, and enable your municipality to make smart decisions to invest back into your community.

In addition to our work to keep Ontario's property data up-to-date, we continue to conduct market analysis, complete tax applications, and manage requests for reconsideration and appeals.

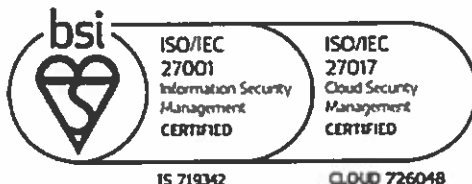
MPAC remains in a strong position to deliver the next province-wide assessment update, whenever that may be. We thank you for your partnership and ongoing commitment to keeping communities across Ontario safe and strong.

Sincerely,

Nicole

Nicole McNeill
President and Chief Administrative Officer

Municipal Property Assessment Corporation (MPAC)
1340 Pickering Parkway, Suite 101
Pickering, ON L1V 0C4



From: Maria Leung <mleung@nvca.on.ca>
Sent: Thursday, March 25, 2021 2:07 PM
To: Maria Leung
Subject: NVCA Media Release - Check to see if you need permits from NVCA before you build
Attachments: Example of project requiring an NVCA permit.jpg; Second example of project requiring an NVCA permit.jpg; NVCA Media Release - check to see if you need permits before you build.pdf

MEDIA RELEASE

FOR IMMEDIATE RELEASE

Check to see if you need permits from NVCA before you build

UTOPIA, Ontario (March 25, 2021) – Spring is in the air, and many residents in the Nottawasaga Valley Watershed (NVCA) are looking to make improvements to their homes and properties. Some properties are in areas at risk from flooding and erosion, so it's best to check with NVCA if you're in a regulated area. Projects that may require an NVCA permit can include building or rebuilding a house, deck, garage, shed, dock, shorewall, or addition to your home. Depending on the extent and location, permits may also be required for grading, fill or topsoil importation and placement.

NVCA is tasked by the Province of Ontario to regulate activities in natural and hazardous areas in order to avoid the loss of life and damage to property from flooding and erosion. This is especially important in the face of climate change.

"Many property owners often tell us that their property has never flooded in the many years that they've lived there, but that is changing," advises Chris Hibberd, Director of Watershed Management Services. "Even today we are experiencing more intense rainstorms and other extreme weather events associated with climate change."

To check if you're in a NVCA regulated area, search for your property address in the [Interactive Data Viewer](#). If you're still not sure, NVCA provides free consultations online or over the phone so residents can easily correspond with Regulations Technicians to confirm if their property is regulated, discuss projects and permit requirements.

"Although our Regulations Technicians are mainly working from home, we have very good turnaround times," continued Hibberd. "In 2020, we met the customer service timelines set by the Ministry of Natural Resources and Forestry by 98.2%."

If your property is in one of the following municipalities, check to see if you're in an NVCA regulated area: Adjala-Tosorontio, Amaranth, Barrie, Blue Mountains, Bradford West Gwillimbury, Clearview, Collingwood, Essa, Grey Highlands, Innisfil, Melancthon, Mono, Mulmur, Oro-Medonte, Shelburne, Springwater, New Tecumseth and Wasaga Beach.

Visit [NVCA's website](#) or email permits@nvca.on.ca for more information about NVCA permits, application process, timelines and more.

- 30 -

Photo Captions:

Example of project requiring an NVCA permit: If your property is in an NVCA regulated area, be sure to apply for a permit to ensure that your building is not at risk due to flooding and erosion.

Second example of project requiring an NVCA permit: If you are planning on moving fill material to an NVCA regulated area, contact NVCA to apply for a permit to ensure that the fill is placed in an area that will not impact flooding and wetlands, and to ensure erosion sediment controls are in place.

About NVCA: The Nottawasaga Valley Conservation Authority is a public agency dedicated to the preservation of a healthy environment through specialized programs to protect, conserve and enhance our water, wetlands, forests and lands.

Media contact: Maria Leung, Communications Coordinator 705-424-1479 ext.254, mleung@nvca.on.ca

Maria Leung | Communications Coordinator

Nottawasaga Valley Conservation Authority

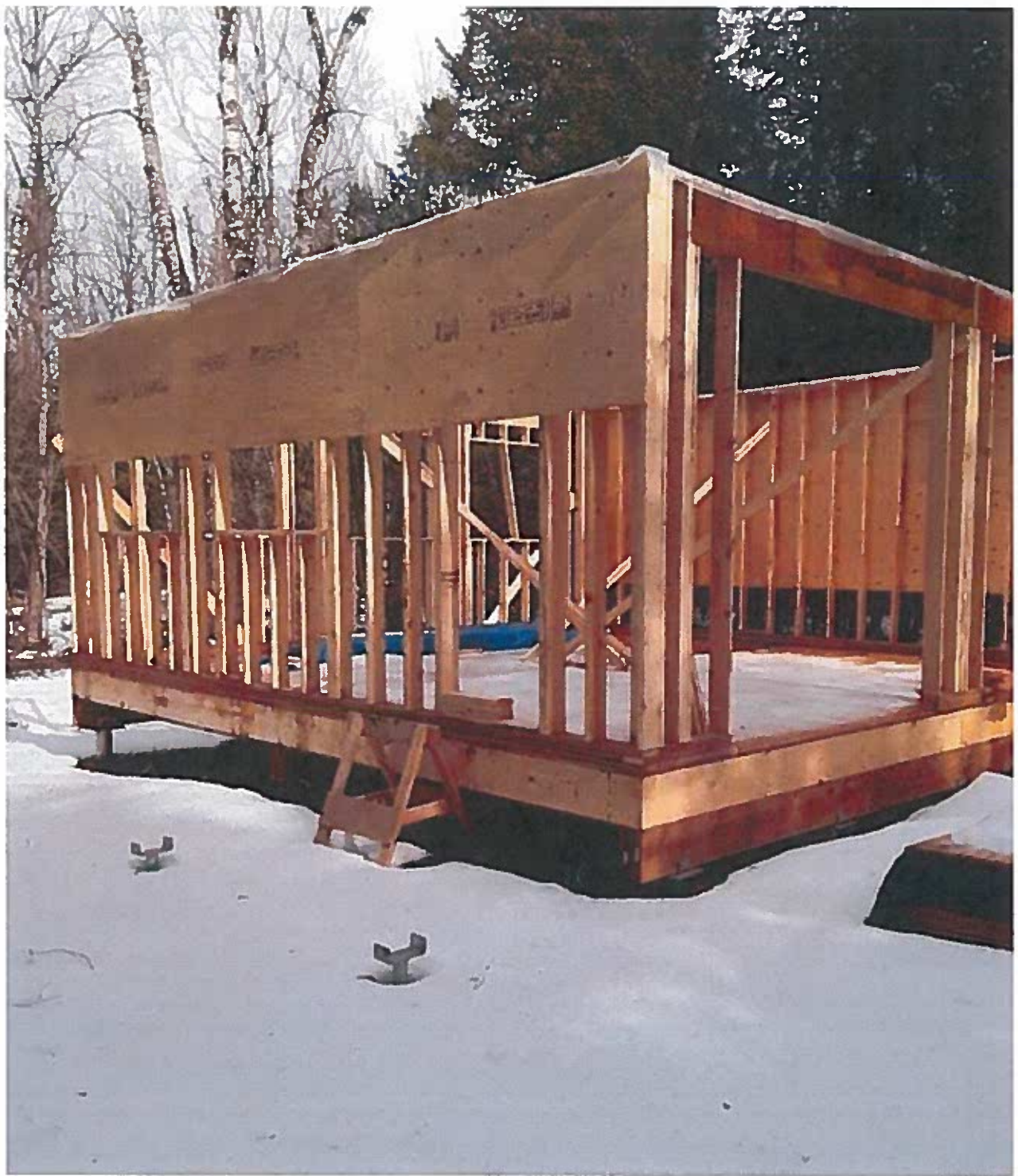
8195 8th Line, Utopia, ON L0M 1T0
T 705-424-1479, ext. 254 | F 705-424-2115
mleung@nvca.on.ca | nvca.on.ca

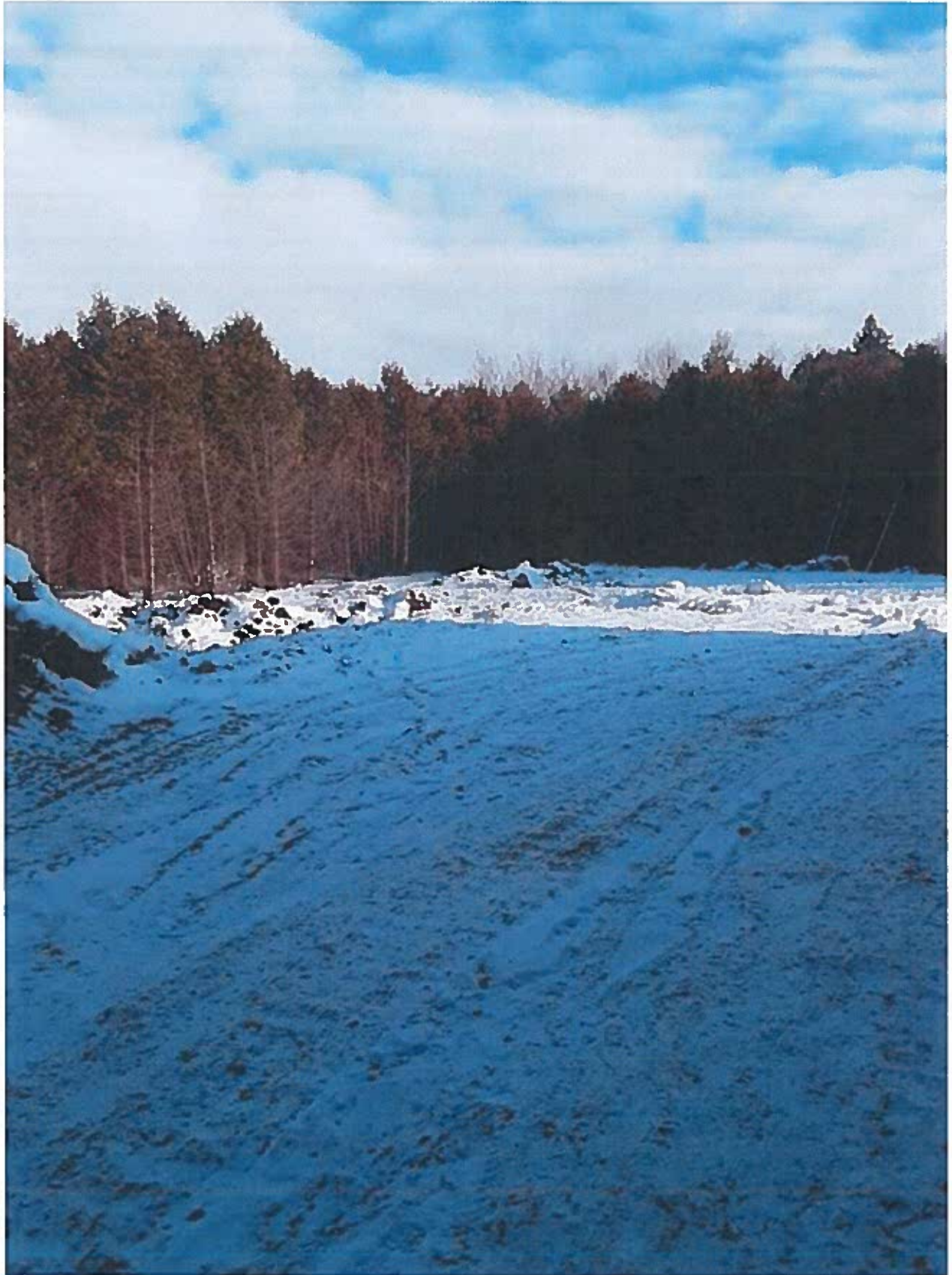
Important note: I am currently working remotely as the Nottawasaga Valley Conservation Authority is taking preventative measures to limit the spread of COVID-19. You may experience some delays or disruptions as we follow recommendations of public health experts.

Stay the Course

1. Wash hands
2. Social distance and use masks when distancing is not possible
3. Respect Others
4. Shop Local

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Denise Holmes

From: Anna Mori <amori@IBIGroup.com>
Sent: Thursday, March 25, 2021 6:18 PM
Cc: Spinoso, Adrianna; Scott Johnston
Subject: County of Simcoe Transportation Master Plan Update: Phase 1 Needs and Opportunities
– Notice and Information Request

Good afternoon,

We would like to notify you that the County of Simcoe has initiated an update to its Transportation Master Plan (TMP). The update is intended to build on the 2014 TMP and provide direction for the planning, coordination and implementation of a multi-municipal road and transit network, active transportation amenities and commuter facilities for the next 30 years and beyond. This update will also guide the development and implementation of policies to support existing and future transportation needs within the County.

At this stage in the study, we are gathering input into the County's transportation needs and opportunities, which will inform the development of the Transportation Master Plan's infrastructure and policy recommendations.

We invite you and your organization to view the public consultation materials available online at www.simcoe.ca/tmp. A survey and mapping tool will be available for responses through April 11, 2021.

If you would like to provide input on County transportation needs and opportunities directly to the Project Team, please cc the following:

Adrianna Spinoso, MCIP, RPP
Project Manager
County of Simcoe, Planning Department
1110 Highway 26
Midhurst, ON L9X 1N6
705-726-9300 ext. 1912
adrianna.spinoso@simcoe.ca

Scott Johnston, P.Eng.
Consultant Project Manager
IBI Group
55 St. Clair Avenue West
Toronto, ON M4V 2Y7
416-679-1930 ext. 65503
sjohnston@ibigroup.com

Sincerely,
Anna Mori M.A.SC.

Associate - Manager, Transportation Engineering
mob +1 647 239 0291

A Message from IBI Group's CEO on COVID-19: <https://www.ibigroup.com/covid19-response>

IBI GROUP

7th Floor - 55 St. Clair Avenue West

Toronto ON M4V 2Y7 Canada

tel +1 416 596 1930 ext 61255 fax +1 416 596 0644



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NOTE: Ce courriel peut contenir de l'information privilégiée et confidentielle. Si vous avez reçu ce message par erreur, veuillez le mentionner immédiatement à l'expéditeur et effacer ce courriel.



March 15, 2021

To: Mayor Darren White and Members of Melancthon Council

Re: HEADWATERS FARM FRESH GUIDE 2021

On behalf of Headwaters Food and Farming Alliance (HFFA) , we would like to thank you for your contribution in making our 2020 Headwaters Farm Fresh Guide a great success.

We are writing to you on this first anniversary of the COVID-19 pandemic. Little did we all know that last year's letter requesting funds for our guide would be so quickly outdated. With your help and in spite of everything, we were very successful with the 2020 Farm Fresh Guide. We added new farms, new information such as order online, and successfully distributed 45,000 copies in the summer issue of In the Hills magazine with an small overrun for further distribution.

Here is the Pandemic Paradox. The guide became an even more important tool for many people to source their food. The pandemic brought to the surface issues with food security and access. More people wanted to know where their food came from, who their local farmers were and how to acquire fresh, healthy food safely during COVID-19.

Some clever farmers in your area stepped up early on in March and April last year to provide food to their customers. They set up online stores, sourced food from neighbouring farms and created food boxes for contactless pick up. Many worked day and night to feed their communities and their growing demand. When the initial rush calmed down, they found that new customers were hooked on buying local.

The guide has become more essential than ever. Signe Ball of In The Hills Magazine, who publishes the guide and hosts the online version, reports that the number of page views on headwatersfarm-fresh.ca spiked 174% in 2020 (4,970) over 2019 (1,817) with the pandemic. So far, 2021 appears to be on track to set another record. More people are discovering the Farm Fresh Guide and continue to source food there.

With all that good news and the explosion in local interest in local food, we are respectfully requesting \$500 to help cover the costs of an overrun of 5,000 print copies of this essential community asset.

Headwaters Food and Farming Alliance
% Headwaters Communities In Action 246372 Hockley Road, Mono, ON L9W 6K4
info@hffa.ca

Act #1
APR 01 2021

If you have any questions, please do not hesitate to contact us by emailing info@hffa.ca.

Please find attached more information below about Headwaters Food and Farming Alliance and their many projects to create a safe, healthy and knowledgeable local food system, including our Farm Fresh Guide and how it came to be.

We thank you for your support and look forward to collaborating with you in the coming years on local food and farming initiatives.

Yours sincerely,

Marci Lipman
Co-chair of HFFA

Karen Hutchinson
Member of HFFA Coordinating Hub

Headwaters Food and Farming Alliance (HFFA) is a community based collaborative project that is focused on creating a healthy and sustainable food system in Dufferin County and the Town of Caledon since 2012. HFFA is a project of Headwaters Communities in Action (HCIA). It is managed by an organizing committee with representatives from: Agricultural & Food Sector (3 votes); Business, Culture & Tourism (3 votes); Community Representatives (2 votes); Education (1 vote); Environmental Specialist (1 vote); Headwaters Communities in Action (1 vote); Municipal council representative (1 vote); Public Health (1 vote); and Stakeholders at Large (4 votes). HFFA has a number of projects including: Headwaters Food Charter and Action Plan launched in 2017; Farm to School Programs launched in 2014; Headwaters Farm Fresh Guide; a bi-monthly newsletter and various events and fundraisers. Our work is built on a strong foundation that includes: Headwaters Food Summits in 2012 and 2013 resulting from HCIA's Community Well-Being Report priorities; a commission report on *Growing the Food System within Headwaters Region* in 2013; and, a lengthy public process to develop the Food Charter and Action Plan from 2015 to 2017. Visit headwatersfoodandfarming.ca

As part of HFFA's mandate and commitment to promote the Headwaters Food Charter, we are currently working on the 2021 edition of the Headwater Farm Fresh Guide. This essential community initiative supports the local producers and food businesses in Headwaters. The guide has been in existence since 2011 when it began as the Dufferin Farm Fresh Guide organized by Marci Lipman. It joined with Headwaters Food and Farming Alliance (HFFA) and then in 2017 with In the Hills Magazine under Signe Ball. In 2017, it became the Headwaters Farm Fresh Guide and was expanded to include all of Headwaters. A copy of the guide has been included in the summer issue of In The Hills Magazine since 2017, with an additional number of stand-alone copies printed and distributed to farms, markets and other key drop points. In addition to print copies, the guide is web and mobile friendly and hosted by In The Hills. Visit headwatersfarmfresh.ca

Headwaters Food and Farming Alliance
% Headwaters Communities In Action 246372 Hockley Road, Mono, ON L9W 6K4
info@hffa.ca

Denise Holmes

From: Tracey Atkinson <tatkinson@mulmur.ca>
Sent: Wednesday, March 17, 2021 4:37 PM
To: Denise Holmes

I think for us it makes sense for Council to select the additional person (assuming we don't have one at Rosemont) opposed to the vice-chair, who is new to the M-M board. Here is the recommended motion, as revised:

Staff Recommended Motion:

WHEREAS the Joint Councils of Melancthon and Mulmur passed a motion on February 17, 2021, *THAT the Councils of Mulmur and Melancthon establish a Fire Sub-Committee to be comprised of the Board Chairs from the Mulmur-Melancthon, Rosemont and Shelburne Fire Departments and the Fire Chiefs to develop and start the conversations on efficiencies, gaps and consistencies.*

AND WHEREAS the Chairs for the Rosemont and Shelburne Fire Departments may not be Melancthon or Mulmur Council members

AND WHEREAS it is desirable to have Melancthon and Mulmur Council members engaged in the Fire Sub-Committee

NOW THEREFORE, BE IT RESOLVED, THAT where Melancthon or Mulmur do not have any Council members currently sitting as Chair, that one additional Council member would be added, so that each Council has one representative on the Sub-Committee.

Tracey Atkinson, BES MCIP RPP Dipl M.M. | CAO | Planner | Acting Clerk
Township of Mulmur | 758070 2nd Line E Mulmur, ON L9V 0G8
Phone 705-466-3341 ext. 222 | Fax 705-466-2922 | tatkinson@mulmur.ca

[Join our email list](#) to receive important information and keep up to date on the latest Township news.

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Denise Holmes

From: Tracey Atkinson <tatkinson@mulmur.ca>
Sent: Wednesday, March 24, 2021 3:04 PM
To: Denise Holmes
Subject: Joint Rec Motion

Hello Denise,

The following motion was passed at the March 24, 2021 Joint Recreation Sub-Committee:

Motion from the Joint Recreation Sub-Committee

Moved by Horner and seconded by Besley;

THAT the joint subcommittee recommend to Mulmur and Melancthon Councils that a joint Recreation Director for both Mulmur and Melancthon to advance recreational opportunities in both municipalities be considered. CARRIED

Kind regards,

Tracey Atkinson, BES MCIP RPP Dipl M.M. | CAO | Planner | Acting Clerk
Township of Mulmur | 758070 2nd Line E Mulmur, ON L9V 0G8
Phone 705-466-3341 ext. 222 | Fax 705-466-2922 | tatkinson@mulmur.ca

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Denise Holmes

From: Rude, Emma (MNRF) <Emma.Rude@ontario.ca>
Sent: Thursday, March 25, 2021 2:46 PM
To: Species at Risk (MECP); DufferinDirector; planner@dufferincounty.ca; Mott, Ken (MNRF); eperry@nvca.on.ca; planning@nvca.on.ca; Mulmur - Dustin Early; tatkinson@mulmur.ca; Denise Holmes; Denise Holmes
Cc: Stuart, John (MNRF)
Subject: 21-497 NEC Request for Comments
Attachments: 21-497.NEC.Request for Comments..pdf

Please find attached NEC Request for Comments for file M/S/2020-2021/497, EH!tel Networks Inc, c/o Antonius Peeters.

We would appreciate receiving your comments via email to necowensound@ontario.ca by: **April 22, 2021**. If you require further information, please contact John Stuart at John.Stuart@ontario.ca

Kind regards,

Emma Rude
Administrative Support Coordinator



Niagara Escarpment Commission
An agency of the Government of Ontario

1450 7th Avenue East | Owen Sound, ON | N4K 2Z1
Tel: 519-371-1001 | Mobile: 226-668-5672 | Fax: 519-371-1009

Please let me know if you require communication supports or alternate formats.

In order to ensure a safe and secure environment for staff and clients and in response to recommendations by health professionals, the NEC offices are closed to the public until further notice. The NEC is continuing to provide services via email and telephone. Updates can be found on our website:
<https://www.escarpment.org/Commission/COVID19>

March 25, 2021

Via Email

County of Dufferin
Ministry of Natural Resources and Forestry
Ministry of the Environment, Conservation and Parks
Nottawasaga Valley Conservation Authority
Township of Melancthon
Township of Mulmur

REQUEST FOR COMMENTS

FILE NUMBER: M/S/2020-2021/497

APPLICANT: EH!tel Networks Inc. c/o Antonius Peeters
OWNER: Same as Applicant

LOCATION: No civic address, ROW
Township of Mulmur, County of Dufferin;
Township of Melancthon, County of Dufferin

RELATED FILES: N/A

PROPOSED DEVELOPMENT:

To install fibre optic internet infrastructure within municipal road allowances in the Townships of Mulmur and Melancthon (see attached mapping).

Note: This application pertains only to the areas within NEC limits of development control.

The attached Development Permit application, which is summarized above, is being sent to you for your review. Your comments and recommendations are requested for the Niagara Escarpment Commission's consideration.

We would appreciate receiving your comments via email to necowensound@ontario.ca by: **April 22, 2021** If we do not receive your comments by this date, we will assume you have no objection to this proposal. If you require additional time to provide comments, please notify us at least one week prior to this date.

If you require further information, please contact John Stuart at John.Stuart@ontario.ca

(For NEC office use only)

NIAGARA ESCARPMENT DEVELOPMENT PERMIT APPLICATION

(FMS #0113 - Revised August 15, 2018)

THE NIAGARA ESCARPMENT PLANNING AND DEVELOPMENT ACT, RSO, 1990, AS AMENDED

NIAGARA ESCARPMENT COMMISSION232 Guelph Street, 3rd Floor
Georgetown, ON L7G 4B1

Phone: 905-877-5191

Fax: 905-873-7452

Website: www.escarpment.orgEmail: necgeorgetown@ontario.ca

Serving the areas of:

Dufferin County (Mono)

Region of Halton

Region of Peel

Region of Niagara

City of Hamilton

NIAGARA ESCARPMENT COMMISSION1450 7th Avenue
Owen Sound, ON N4K 2Z1

Phone: 519-371-1001

Fax: 519-371-1009

Website: www.escarpment.orgEmail: necowensound@ontario.ca

Serving the areas of:

Bruce County

Grey County

Simcoe County

Dufferin County (Mulmur, Melancthon)

- Please ensure that the information you provide in this application is complete and accurate.
- Incomplete or inaccurate information will delay the processing of your application.
- Please contact your local Commission office if you have any questions about your proposal or this application.

1. OWNER (Required)Name: EH!tel Networks Inc.Mailing Address: 392058 Grey Road 109
Street/P.O. BoxHolsteinOntarioN0G 2A0City/TownProvincePostal CodePhone: 519-369-4183E-mail: tpeeters@ehtel.ca**2. APPLICANT or AGENT (if applicable)**Name: Contact: Antonius Peeters, CEO/PresidentMailing Address _____
Street/P.O. BoxCity/TownProvincePostal CodePhone: 519-369-4183E-mail: tpeeters@ehtel.ca**3. PROPERTY LOCATION & INFORMATION**Municipality: Mulmur & Melancthon Civic/Street Address #: NA
(Fire/Emergency #)Lot NA Concession: NA and/or Lot: NA Plan NAAssessment roll number or PIN: NA Lot Size: NADate the property was purchased or future date of purchase NA

4. PROPERTY SERVICING

Existing Road Frontage: ☐ Municipal ☐ Private

Existing Water Supply: ☐ Municipal ☐ Private

Existing Sewage Disposal: ☐ Municipal ☐ Private

Proposed Road Frontage: ☐ Municipal ☐ Private

Proposed Water Supply: ☐ Municipal ☐ Private

Proposed Sewage Disposal: ☐ Municipal ☐ Private

5. EASEMENTS, COVENANTS, AGREEMENTS

Describe the type and terms of any easements, right-of-ways, covenants, agreements or other restrictions registered on or affecting the title of the property and/or attach a copy:

An Agreement will be negotiated with the Township of Mulmur for placement of a POP.

Encroachment permits are being negotiated for access to ROW (Right of Ways) for the County of Dufferin, and the Townships of Mulmur and Melancthon. Permits will be requested to the Nottawasaga Valley Conservation Authority simultaneously. Signed SWIFT Project Agreement.

6. EXISTING & PROPOSED DEVELOPMENT

Note: "Development" includes the construction of buildings and structures, alterations to the landscape, (e.g. placing fill, drainage alterations, pond construction or alteration), any change of use or new use (e.g. residential to commercial, new home business, etc.). If additional space is required, please include a separate attachment.

Briefly Describe the current use of the property and any existing buildings, structures, or alterations to the landscape:

The fibre lines are placed in ducts and installed by vibratory plow or horizontal directional drill.

The ROW's are currently being used for Roads and maintenance, Hydro, Telephone and in some areas Natural Gas. All ROW's will be restored to its previous state.

Briefly Describe any proposed changes to the use of the property and any proposed new buildings, structures, or alterations to the landscape:

NA

Note regarding Sections 7-14:

Depending on the type or nature of the proposed development and/or the characteristics of the property, supporting information such as Environmental Impact Studies, Landscape Plans, Lighting Plans, Visual Assessments, Grading Plans, Erosion Control Plans, Slope Stability Studies, etc., may be required in support of the following information.

7. LOT CREATION

If this application involves the creation / severance of a new lot, please provide the following information:

i) Existing Lot:

Frontage _____

Depth _____

Size _____

ii) Proposed Lot:

Frontage _____

Depth _____

Size _____

iii) Retained Lot:

Frontage _____

Depth _____

Size _____

iv) Use of new Lot

- ☐ Agricultural
- ☐ APO
- ☐ Commercial
- ☐ Conservation
- ☐ Industrial
- ☐ Lot Addition
- ☐ Recreational
- ☐ Residential

8. CONSTRUCTION DETAILS

PLEASE NOTE

Ground Floor Area: The total exterior measurements of any building, including attached garages and enclosed decks (as applicable).

Total Floor Area: Is based on the exterior measurements of the building and includes the total of the ground floor area (including attached garages, etc), plus walkout basements, plus full or half second storeys, etc.

Maximum Height: is measured from the lowest grade (e.g., walkout side), to the peak of the roof.

Please provide a description of all existing and proposed development in the following fields:

Use of Structure	Existing, Proposed, or to be Demolished	Ground Floor Area (footprint)	Total Floor Area (all storeys and walkouts)	# of Storeys	Maximum Height (lowest grade to peak)
NA	NA	NA	NA	NA	NA

Amount of fill to be imported to facilitate the proposed development (if required): See Section 9

9. ACCESSORY FACILITIES, STRUCTURES, FILLING, GRADING, UTILITIES, INFRASTRUCTURE etc.

(e.g: Driveways, Decks, Gazebos, Swimming Pools, Tennis Courts, Lighting, Signs, Wind Turbines, Solar Panels, Hydro Poles/Lines, Retaining Walls, Placement of Fill, Cutting and Filling, Grading, Berms, Parking Areas, Tree/Site Clearing, etc.) (See next page for Ponds)

Describe and provide information such as: dimensions, size, height, amount of fill etc.

Screened topsoil for restoration of lawns where applicable. Estimated at 100 yards for project
A gravel for restoration of driveways or road shoulder where applicable. Est 40 yards for project
Vacuum Excavators will be used to daylight existing underground infrastrucure. Fill will be used to close the holes, estimated 100 yards for the project.

10. HOME BUSINESS, CHANGE OF USE, NEW USE

(e.g): Establishing a Home Business, Home Occupation, Home Industry or Bed and Breakfast business.
Converting or changing the use or establishing a new use on a property or within any dwelling building or structure on a property.)

Describe the proposed business or new use and provide information such as:
Type of business or use, size or area of building &/or land to be occupied or altered by the use, construction or alteration details, number of employees, access, parking, storage details, sales, hours of operation, signage, etc.

All fibres and ducts are installed underground.

All vaults are grade level polymer concrete measuring 24Wx36Lx18D (inches)

The infrastructure will permit the premises past to connect to broadband with speeds up to 1Gb.s

The POP is 10Wx10Lx8H (feet) and is installed on a floating concrete pad.

The entire project consists of 60km.

Note: A separate, detailed, business overview or plan should be provided.

11. PONDS – NEW POND / EXISTING POND WORK – DREDGING, MAINTENANCE, REPAIR etc.

The following information is the minimum information that is required for pond construction or alteration/maintenance. Generally, a hydrology/hydrogeology report and/or an environmental impact assessment is also required.

Pond is: ☐ Proposed ☐ Existing
Use of Pond: ☐ Recreation ☐ Irrigation/farm ☐ Other _____
Water Source: ☐ Offline (Precipitation/run-off) ☐ Online (stream, groundwater)
Size of Pond: Water Surface Area _____ Depth of Water _____

Provide a description of the proposed pond related development:

NA

Note: Additional construction details including inflow, outflow, emergency outflow, spillway details, type of construction, height and width of banks, erosion/sediment control measures, placement of excavated materials, and finished grading and landscaping should be shown on the submitted site plan and building details.

12. AGRICULTURAL DEVELOPMENT

Indicate and describe if your proposal involves agricultural land or uses such as:
On-farm Diversified Uses, Agricultural Related Uses, Dwelling Units Accessory to Agricultural Uses, New Dwelling in Agricultural Areas (near barns – MDS I), Livestock Facilities (MDS II), Equestrian Facilities (arenas, riding rings, events), Farm Ponds, Winery and Winery Events, 'Agricultural Purposes Only' (APO) lot creation:

NA

Note: Additional detailed information may be required.

13. RADIO OR TELECOMMUNICATIONS FACILITY IN THE AREA OF THE NIAGARA ESCARPMENT PLAN

Provide a detailed description of the radio or telecommunications proposal including construction details/building plans and elevations (Please use additional pages or attachments as required):

NA

Provide a justification and rationale, including reasons, argument and evidence in support of the radio telecommunications proposal. Depending on the nature of the proposal and/or characteristics of the property, supporting information such as Landscaping Plans, Visual Assessment Analysis, Erosion Control Plans, Grading Plans, Environmental Impact Studies, or A Needs Assessment/Site Alternatives Report may be required:

NA

Note: This information in Section 13 is being collected in accordance with the Niagara Escarpment Commission's *Consultation Protocol for Radiocommunication and Broadcasting Antenna Systems in the Niagara Escarpment Plan Area*. A site visit to the property may be conducted to review this proposal, with notice to the applicant, in order to provide advice to Industry Canada on new radio and telecommunications facilities.

14. OTHER INFORMATION

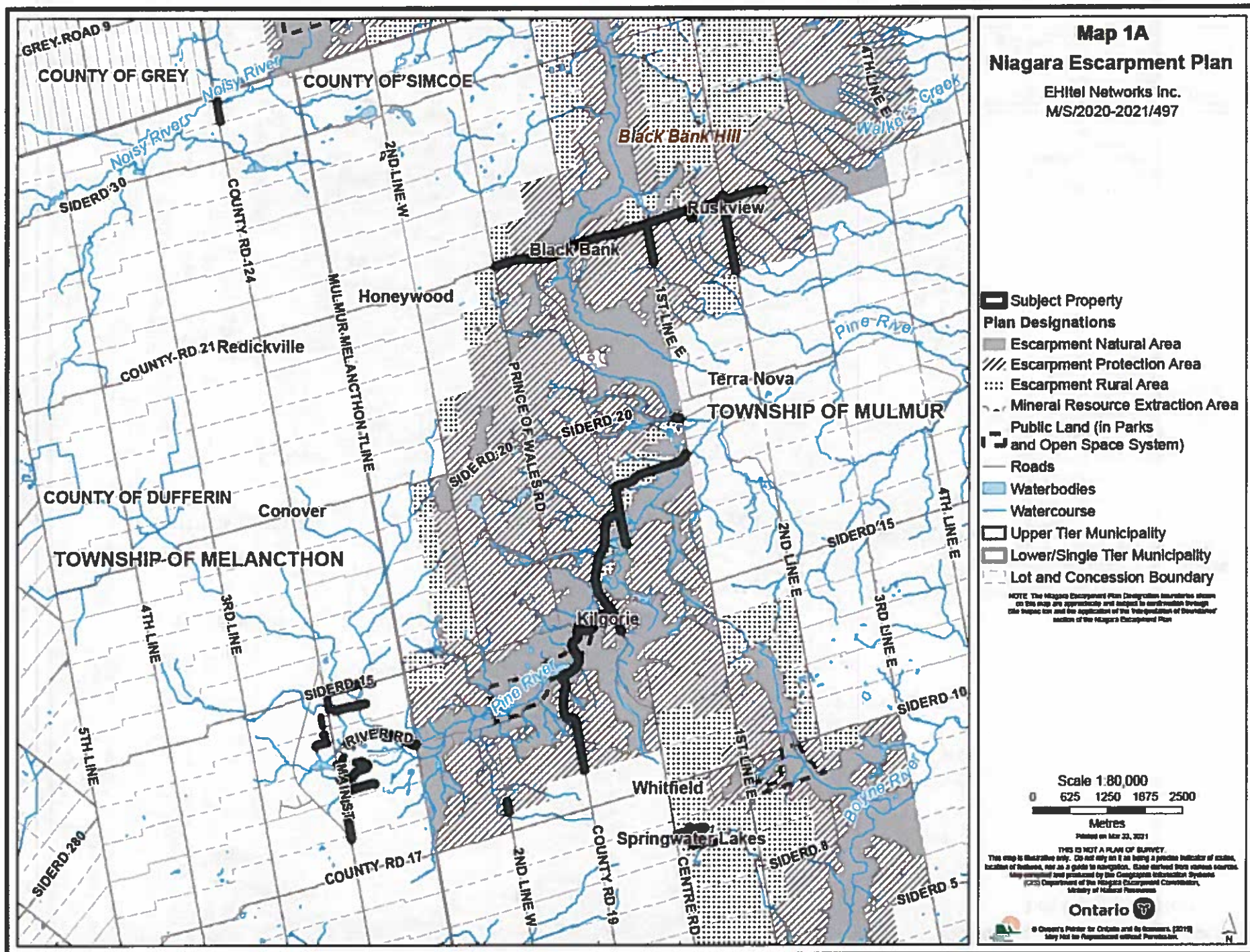
Provide any additional information to clarify your proposal may be submitted here or on a separate attachment:

\$2,295,423 are funded by the Federal and Provincial governments through SWIFT.
\$1,562,185 are funded by EH!tel. 60km of fibre is to be installed. 649 premises passed will have access up to 1Gb.s Internet. The entire plant is designed to be underground to minimize visual impact. The design can be viewed in detail on Google maps via the following link:
<https://www.google.com/maps/d/edit?mid=1JLUZ07FSqYXHpl4KuOqJS1xJjdJH3oxd&ll=44.17400519647963%2C-80.17323615000001&z=11>

15. SIGNATURES

Personal information (i.e., name, address, phone, email) is being collected under the authority of the *Niagara Escarpment Planning and Development Act, RSO, 1990, as amended*, and will be used to process this application, which will include site visit, notifications, and in some cases appeals and hearings. Questions regarding the collection and use of this personal information should be directed to the Manager, Administration at the Georgetown Office phone, email and mailing address set out on the front page of this application form.

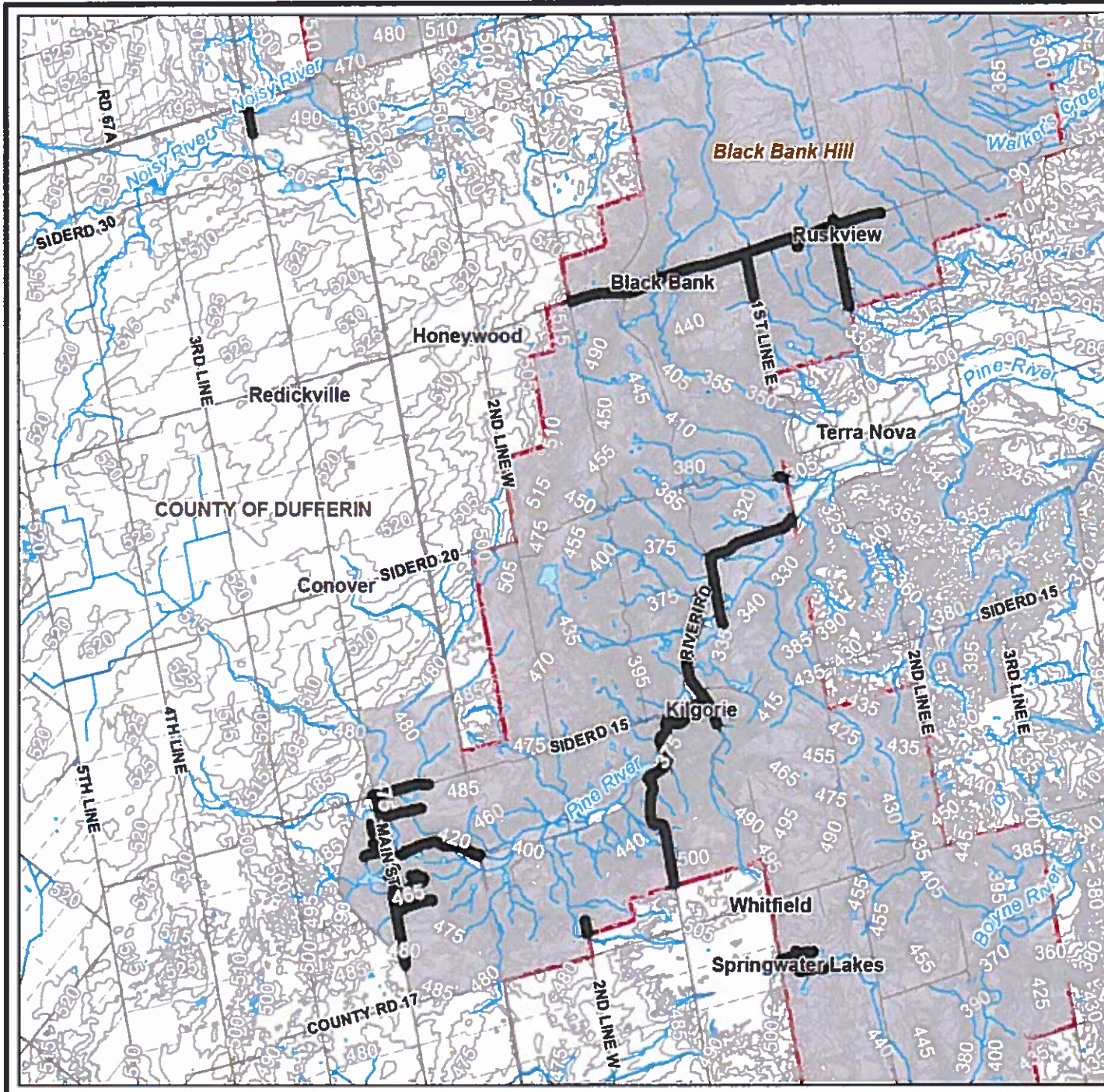
By signing this application form below, I consent to the collection of my personal information. This application cannot be processed without the required signatures as set out below.



Map 2 - Development Control

Lot Configuration

EHtel Networks Inc.
M/S/2020-2021/497



- Subject Property
- Niagara Escarpment Plan Area
- Area of Development Control
- Roads
- Waterbodies
- Watercourse
- Contour (5 metre intervals)
- Upper Tier Municipality
- Lower/Single Tier Municipality
- Lot and Concession Boundary

Area of Development Control shown for
Concession Only. Refer to the appropriate
Order Regulation for an accurate interpretation
of the Development Control Act.

Scale 1:80,000

0 625 1250 1875 2500

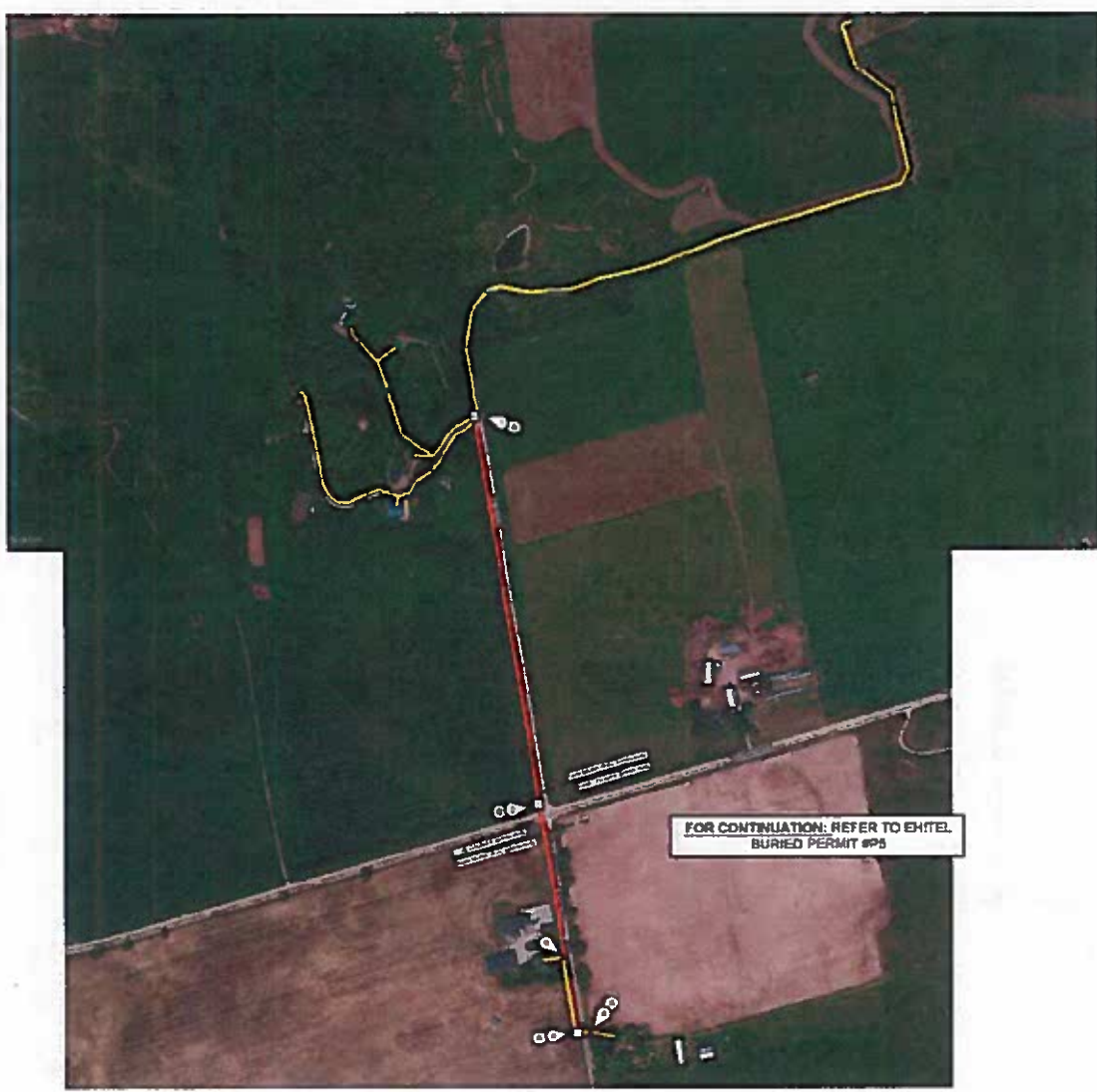
Metres

Printed on Mar 22, 2021

THIS IS NOT A PLAN OF SURVEY.
This map is illustrative only. Do not rely on it as being a precise indicator of location,
location of features, nor as a guide to boundaries. Data derived from various sources.
Map compiled and produced by the Geographic Information Systems
(GIS) Department of the Niagara Escarpment Commission,
Ministry of Natural Resources.

Ontario

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TOWNSHIP OF MULMUR APPROVED

DATE: Jan 19, 2021
PER: J. W. Dwyer

CONSTRUCTION NOTES
Location of the trench is shown. The trench shall be installed to a maximum of 1m depth in the right of way and a maximum of 1.2m for road crossings. A depth of 1.2m maximum will be used near/below curbside. Trenches will be installed with a minimum DIRECTIONAL DPL and PLD in same location. All lines will be located in the same trench. All lines are to be installed back to back.

NOTES
- 1 line running line to be placed a minimum of 1m from EOP and limited variance
- Trench to be 1m from EOP
- Trench to be 1m from existing road
- Trench to be placed a minimum of 0.5m from property line

DUCT DETAILS
1-1/2" (38mm) conduit to be placed at maximum (DPL/PLD only)

- CONSTRUCTION NOTES**
- 1. All trenching shall be done in accordance with the Township of Mulmur Engineering Department's Standard Specifications for Road Construction.
 - 2. All trenching shall be done in accordance with the Township of Mulmur Engineering Department's Standard Specifications for Road Construction.
 - 3. All trenching shall be done in accordance with the Township of Mulmur Engineering Department's Standard Specifications for Road Construction.
 - 4. All trenching shall be done in accordance with the Township of Mulmur Engineering Department's Standard Specifications for Road Construction.
 - 5. All trenching shall be done in accordance with the Township of Mulmur Engineering Department's Standard Specifications for Road Construction.
 - 6. All trenching shall be done in accordance with the Township of Mulmur Engineering Department's Standard Specifications for Road Construction.
 - 7. All trenching shall be done in accordance with the Township of Mulmur Engineering Department's Standard Specifications for Road Construction.
 - 8. All trenching shall be done in accordance with the Township of Mulmur Engineering Department's Standard Specifications for Road Construction.
 - 9. All trenching shall be done in accordance with the Township of Mulmur Engineering Department's Standard Specifications for Road Construction.
 - 10. All trenching shall be done in accordance with the Township of Mulmur Engineering Department's Standard Specifications for Road Construction.

KEY MAP (N.T.S.)

MUNICIPALITY OF MULMUR

EH!tel CONTACT
KAYLA MARTIN
PROJECT ADMINISTRATION/COORDINATOR
3000 GARY ROAD W
MULMUR ONTARIO
TEL: 905.884.8211 EXT. 221
FAX: 905.884.8211
kmartin@ehitel.com

GENERAL NOTES:

- 1. All trenching shall be done in accordance with the Township of Mulmur Engineering Department's Standard Specifications for Road Construction.
- 2. All trenching shall be done in accordance with the Township of Mulmur Engineering Department's Standard Specifications for Road Construction.
- 3. All trenching shall be done in accordance with the Township of Mulmur Engineering Department's Standard Specifications for Road Construction.
- 4. All trenching shall be done in accordance with the Township of Mulmur Engineering Department's Standard Specifications for Road Construction.
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- 10. All trenching shall be done in accordance with the Township of Mulmur Engineering Department's Standard Specifications for Road Construction.

UNDERGROUND CONSTRUCTION

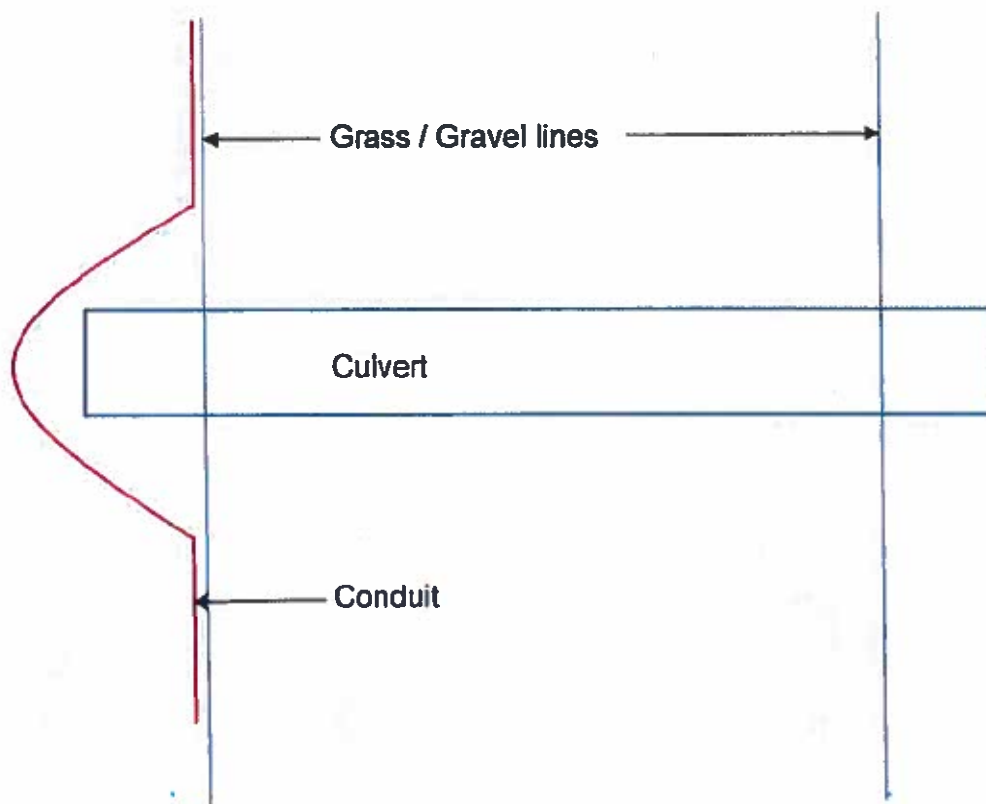
- 1. All trenching shall be done in accordance with the Township of Mulmur Engineering Department's Standard Specifications for Road Construction.
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EH!tel

DATE	TIME	LOCATION	STATUS
1/19/2021	10:00 AM	3000 GARY ROAD W	PS

DTS TECHNICAL
4100 GARY ROAD W
MULMUR ONTARIO
L7M 1A1
TEL: 905.884.8211
FAX: 905.884.8211
dts@ehitel.com

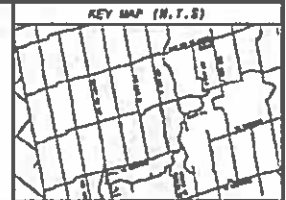
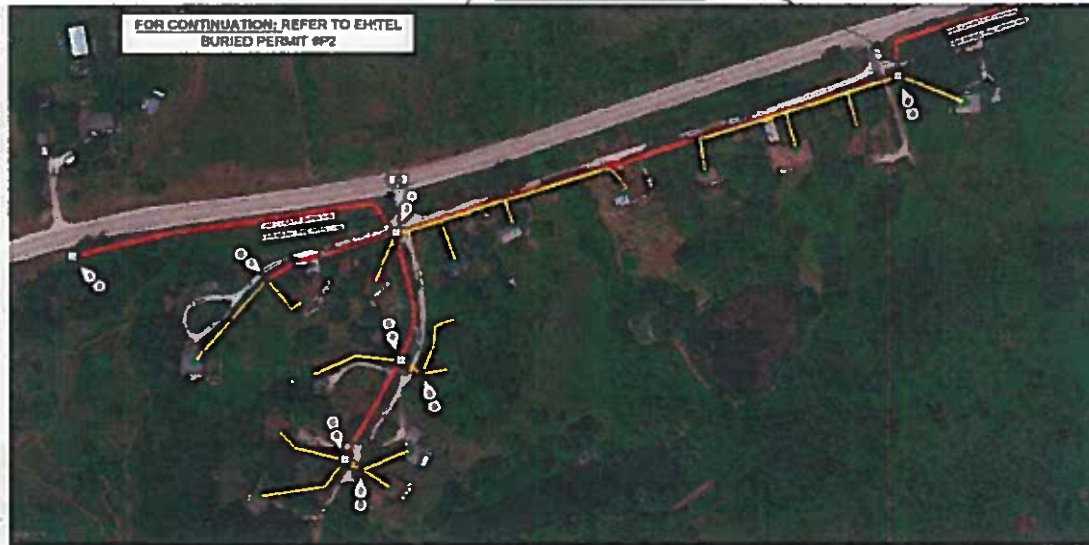
DATE	TIME	LOCATION	STATUS
1/19/2021	10:00 AM	3000 GARY ROAD W	PS





MUNICIPALITY TO APPROVE UP
TO THIS POINT - STUB CONDUIT IF
COUNTY HAS NOT APPROVED
ADJACENT PERMIT

FOR CONTINUATION: REFER TO EHTEL
BURIED PERMIT #P2



TOWNSHIP OF MULMUR

EHTEL CONTACT

KAYLA MARTIN
PROJECT COORDINATOR, E&P DEPARTMENT
3030 HWY 100 W
MULMUR, ONTARIO
TEL: 905-664-0341 EXT 222
FAX: 905-664-0341
k.martin@eh.tel

GENERAL NOTES

- 1. All construction shall be done in accordance with the Ontario Electrical Safety Code (OESC) and the Ontario Building Code (OBC).
- 2. All construction shall be done in accordance with the Ontario Electrical Safety Code (OESC) and the Ontario Building Code (OBC).
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- 18. All construction shall be done in accordance with the Ontario Electrical Safety Code (OESC) and the Ontario Building Code (OBC).
- 19. All construction shall be done in accordance with the Ontario Electrical Safety Code (OESC) and the Ontario Building Code (OBC).
- 20. All construction shall be done in accordance with the Ontario Electrical Safety Code (OESC) and the Ontario Building Code (OBC).

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NO.	DATE	DESCRIPTION	BY
1	Jan 20, 2021	Initial Design	EHTEL
2	Jan 20, 2021	Final Design	EHTEL
3	Jan 20, 2021	Construction	EHTEL
4	Jan 20, 2021	As-Built	EHTEL
5	Jan 20, 2021	Final Review	EHTEL
6	Jan 20, 2021	Final Approval	EHTEL
7	Jan 20, 2021	Final Sign-off	EHTEL
8	Jan 20, 2021	Final Delivery	EHTEL
9	Jan 20, 2021	Final Archiving	EHTEL
10	Jan 20, 2021	Final Completion	EHTEL

DTS

DESIGN & CONSTRUCTION

1000 BAYVIEW AVE. SUITE 100

SCARBOROUGH, ONTARIO M1B 4Y7

TEL: 416-291-1111

FAX: 416-291-1112

WWW.DTS-CANADA.COM

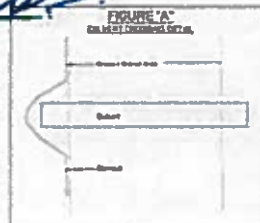
1 of 1

TOWNSHIP OF MULMUR
APPROVED

DATE: Jan 20, 2021

PER: John Wilkerson

FIGURE 'A'
CONDUIT CROSS-SECTION



CAUTION

- Working is ONLY to be done in the green/grey areas in the right of way. No work shall be done in the red areas.
- When crossing any culverts, please ensure construction is done in the green/grey areas.

REFER TO POLY 'A' FOR SAMPLE

CONSTRUCTION NOTES

Location of the utility is approx. The ducts shall be installed a minimum of 1m depth to the right of way and a minimum of 1.5m for road crossings. A depth of 2m minimum will be used near/below culverts. Ducts will be installed with a horizontal DIRECTIONAL DRILL and P.D. above feasible. All lines will be installed in the same trench/area that exists or to be installed there to ground.

NOTES

- Plans showing the to be placed a minimum of 1m from EOP with limited variance.
- Trench is 1m from EOP.
- P.D. is to be marked wherever possible.
- Minimum 1m from existing utilities.
- Trench is to be placed a minimum of 0.5m from property line.

DUCT DETAILS

1-1/2" (38mm) duct to be placed in trench (DIPS ONLY)

CONSTRUCTION NOTES

- 1. PLOWING AND INSTALL NEW 1-1/2" (38mm) DUCT
- 2. PLOWING AND INSTALL NEW 1-1/2" (38mm) DUCT
- 3. PLOWING AND INSTALL NEW 1-1/2" (38mm) DUCT
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- 9. PLOWING AND INSTALL NEW 1-1/2" (38mm) DUCT
- 10. PLOWING AND INSTALL NEW 1-1/2" (38mm) DUCT

FOR CONTINUATION: REFER TO EHTEL
BURIED PERMIT #P2

MUNICIPALITY TO APPROVE UP
TO THIS POINT. STATUS CONDUIT IF
COUNTY HAS NOT APPROVED
ADJACENT PERMIT.



CONSTRUCTION NOTES

Location of the utility is shown. The
ditch shall be installed a minimum of
1m depth in the right of way and a
maximum of 1.2m for road crossings.
A depth of 1m minimum shall be used
near/under curbs. Utilities shall be
marked with a horizontal DIRECTIONAL
LINE and PLOD where feasible. No
lines shall be located in the same
trench/ditch that works are to be
installed flush to grade.

NOTES

- Fiber running line to be placed a minimum
of 1m from EOP and limited distance
- Target is 1m from EOP
- PLOD to be added wherever possible.
- Minimum 1m from existing utilities.
- Utilities to be placed a minimum of 0.5m
from property line.

DISTANCE

1-1/2" (30mm) conduit in shade of
conduit (DROPS ONLY)

CAUTION

- Planning to ONLY be done in the
grass/soil areas in the right of
way. Take care of ditches wherever
possible.
- When crossing any utilities, please
ensure construction is completed
around the opening of such utility.

REFER TO FIGURE "A" FOR EXAMPLE

KEY MAP (N.T.S)



TOWNSHIP OF MULMUR

EHTEL CONTACT

RAYLA MARTIN
PROJECT MANAGER
248-248-2482
248-248-2482
248-248-2482
248-248-2482

GENERAL NOTES

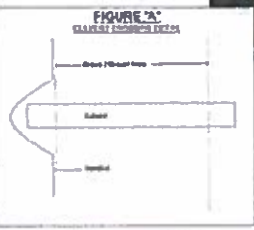
- The fiber optic cable shall be installed in a trench 1m deep and 1m wide. The trench shall be backfilled with sand or fine gravel.
- The fiber optic cable shall be installed in a trench 1m deep and 1m wide. The trench shall be backfilled with sand or fine gravel.
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- The fiber optic cable shall be installed in a trench 1m deep and 1m wide. The trench shall be backfilled with sand or fine gravel.
- The fiber optic cable shall be installed in a trench 1m deep and 1m wide. The trench shall be backfilled with sand or fine gravel.

This drawing is the property of EHTEL. It is to be used for the project only and not to be reproduced or used for any other purpose without the written consent of EHTEL.



DTS TECHNICAL	
DATE	2021-07-20
TIME	14:30
LOCATION	TOWNSHIP OF MULMUR
PROJECT	FIBER OPTIC CABLE
DESIGNER	RAYLA MARTIN
CHECKED	RAYLA MARTIN
APPROVED	RAYLA MARTIN

FIGURE "A"
EXAMPLE DROPS ONLY



**TOWNSHIP OF MULMUR
APPROVED**

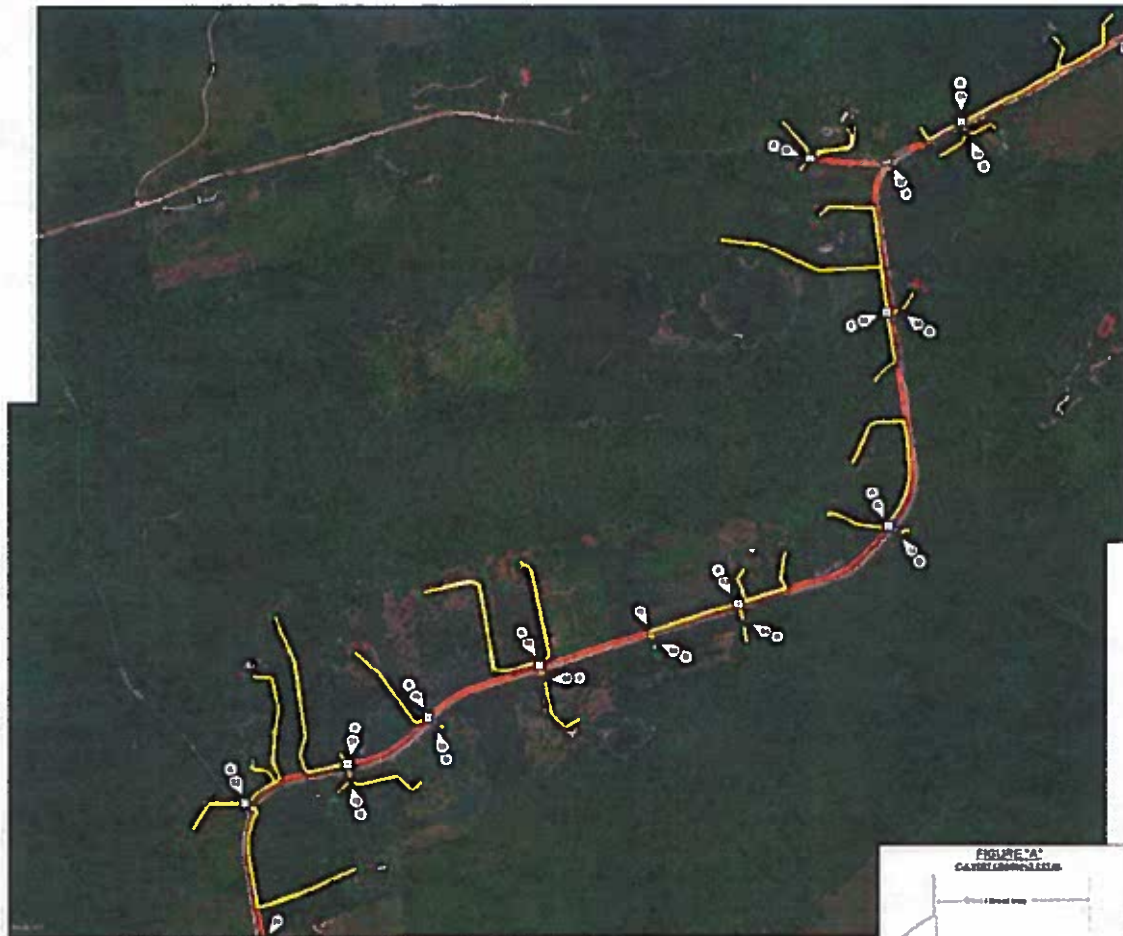
DATE: Jan 20, 2021

PER: *[Signature]*

CONSTRUCTION NOTES

1. FIBER OPTIC CABLE SHALL BE INSTALLED IN A TRENCH 1M DEEP AND 1M WIDE. THE TRENCH SHALL BE BACKFILLED WITH SAND OR FINE GRAVEL.
2. FIBER OPTIC CABLE SHALL BE INSTALLED IN A TRENCH 1M DEEP AND 1M WIDE. THE TRENCH SHALL BE BACKFILLED WITH SAND OR FINE GRAVEL.
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10. FIBER OPTIC CABLE SHALL BE INSTALLED IN A TRENCH 1M DEEP AND 1M WIDE. THE TRENCH SHALL BE BACKFILLED WITH SAND OR FINE GRAVEL.





SEE DRAWING 4 OF 6 FOR CONTINUATION

**TOWNSHIP OF MULMUR
APPROVED**

DATE: Jan 24 2021

PER: John Williams

SEE DRAWING 2 OF 6 FOR CONTINUATION

CONSTRUCTION NOTES

Location of the address is approx. The
outside shall be located a minimum of
1m depth to the right of any end of
minimum of 1.2m for road crossings.
A depth of 2m minimum will be used
near/over culverts. LEAKERS will be
installed with a horizontal DIRECT DRAIN
DRAIN and FLOW where feasible. All
lines will be located in the same
trench/ditch shall Voids are to be
matched flush to grade.

NOTES

- Pipe running line to be placed a minimum
of 1m from EOP with shaded opening
- Target a 1m from EOP
- FIDP to be located wherever possible
- Minimum 1m from existing (Pipes)
- Voids to be placed a minimum of 0.5m
from property line

POST DETAILS

1-1/2" (38mm) concrete in shadow of
microduct (DROPS ONLY)

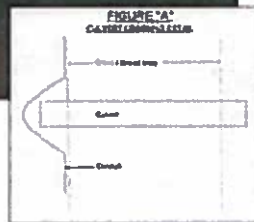
CAUTION

- Paving to ONLY be done in the
grass/gravel areas in the right of
way - keep clear of adjacent street
pavement
 - When crossing any culvert, please
ensure construction is completed
around the opening of each culvert
- SEE DRAWING "A" FOR DETAILS

CONSTRUCTION NOTES

- 1. PLOWING AND GRADING SHALL BE DONE TO THE
CONTRACTOR'S SATISFACTION.
- 2. PLOWING AND GRADING SHALL BE DONE TO THE
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- 20. PLOWING AND GRADING SHALL BE DONE TO THE
CONTRACTOR'S SATISFACTION.

FIGURE "A"
CATCH BASIN DETAILS



KEY MAP (N.T.S.)



TOWNSHIP OF MULMUR

EN!tel CONTACT

KAYLA MARTIN
PROJECT REPRESENTATIVE (505) 555-5555
505 555-5555
TEL: 505 555-5555
FAX: 505 555-5555
www.en!tel.com

GENERAL NOTES

- 1. The contractor shall be responsible for all work
shown on this plan and for the proper
installation of all equipment and materials.
The contractor shall be responsible for the
proper installation of all equipment and
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- 2. The contractor shall be responsible for the
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LOCAL ROAD CONSTRUCTION

- 1. The contractor shall be responsible for the
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The contractor shall be responsible for the
proper installation of all equipment and
materials.

EN!tel

NO.	DATE	DESCRIPTION	BY
1	01/24/21	ISSUED FOR PERMIT	JM
2			
3			
4			
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6			
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10			

DTS

10 For Submittal Only
10 For Submittal Only

NO.	DATE	DESCRIPTION	BY
1	01/24/21	ISSUED FOR PERMIT	JM
2			
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10			

APPROVED

29.2021
W. H. H.

ENHANCING CONTACT

CONCLUSIONS

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[illegible]

Page 1 of 1

Page 1 of 1

Page 1 of 1

**MUNICIPALITY TO APPROVE UP
TO THIS POINT. STUB CONDUIT IF
COUNTY HAS NOT APPROVED
ADJACENT PERMIT.**

- Film running due to the motion of camera of the lens ~~with~~ with varied distance.
- Target is in lens ~~with~~ with.
- Film to be utilized wherever possible.
- Minimum 1m from sailing lights.
- Vents to be placed a minimum of 0.5m from property line.

1-1/2" (38mm) cond. in status of
reagent (DSCP 20.7)

- Moving to DAY as done in the
year/ground areas in the right of
way. Late start of 5:00am wherever
possible

* When placing my adverts, please make contributions to charities.

REFER TO VOLUME "A" FOR REMARKS

[illegible]

DATE: Jan 21, 2021

LOCATION OF THE SUBJECT: 1000 N. 1st St. Suite 100, Phoenix, AZ 85004

REMARKS: 1000 N. 1st St. Suite 100, Phoenix, AZ 85004

DATE: Jan 21, 2021

LOCATION OF THE SUBJECT: 1000 N. 1st St. Suite 100, Phoenix, AZ 85004

REMARKS: 1000 N. 1st St. Suite 100, Phoenix, AZ 85004

TOWNSHIP OF MILBUR
EMIL CONTAGI
KAYLA MARTIN
PROJECT ADMINISTRATOR DEPENDENCIES
KIMBLE GRILL RANCH RD
PO BOX 1000 DALLAS
TX 75201-1000 EXT 2023
cell: 972.984.6666
email: emil@contagi.net

[illegible]

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NO	DATA	DESCRIÇÃO	VALOR
1	01/01/2000	RECEITA DE SERVIÇOS	100,00
2	02/01/2000	PAGAMENTO DE IMPOSTOS	50,00
3	03/01/2000	RECEITA DE VENDA	200,00
4	04/01/2000	PAGAMENTO DE IMPOSTOS	75,00
5	05/01/2000	RECEITA DE SERVIÇOS	150,00
6	06/01/2000	PAGAMENTO DE IMPOSTOS	100,00
7	07/01/2000	RECEITA DE VENDA	300,00
8	08/01/2000	PAGAMENTO DE IMPOSTOS	125,00
9	09/01/2000	RECEITA DE SERVIÇOS	250,00
10	10/01/2000	PAGAMENTO DE IMPOSTOS	150,00
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15	15/01/2000	RECEITA DE VENDA	500,00
16	16/01/2000	PAGAMENTO DE IMPOSTOS	250,00
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18	18/01/2000	PAGAMENTO DE IMPOSTOS	275,00
19	19/01/2000	RECEITA DE VENDA	600,00
20	20/01/2000	PAGAMENTO DE IMPOSTOS	300,00
21	21/01/2000	RECEITA DE SERVIÇOS	550,00
22	22/01/2000	PAGAMENTO DE IMPOSTOS	325,00
23	23/01/2000	RECEITA DE VENDA	700,00
24	24/01/2000	PAGAMENTO DE IMPOSTOS	350,00
25	25/01/2000	RECEITA DE SERVIÇOS	650,00
26	26/01/2000	PAGAMENTO DE IMPOSTOS	375,00
27	27/01/2000	RECEITA DE VENDA	800,00
28	28/01/2000	PAGAMENTO DE IMPOSTOS	400,00
29	29/01/2000	RECEITA DE SERVIÇOS	750,00
30	30/01/2000	PAGAMENTO DE IMPOSTOS	425,00
31	31/01/2000	RECEITA DE VENDA	900,00
32	01/02/2000	PAGAMENTO DE IMPOSTOS	450,00
33	02/02/2000	RECEITA DE SERVIÇOS	850,00
34	03/02/2000	PAGAMENTO DE IMPOSTOS	475,00
35	04/02/2000	RECEITA DE VENDA	1000,00
36	05/02/2000	PAGAMENTO DE IMPOSTOS	500,00
37	06/02/2000	RECEITA DE SERVIÇOS	950,00
38	07/02/2000	PAGAMENTO DE IMPOSTOS	525,00
39	08/02/2000	RECEITA DE VENDA	1100,00
40	09/02/2000	PAGAMENTO DE IMPOSTOS	550,00
41	10/02/2000	RECEITA DE SERVIÇOS	1050,00
42	11/02/2000	PAGAMENTO DE IMPOSTOS	575,00
43	12/02/2000	RECEITA DE VENDA	1200,00
44	13/02/2000	PAGAMENTO DE IMPOSTOS	600,00
45	14/02/2000	RECEITA DE SERVIÇOS	1150,00
46	15/02/2000	PAGAMENTO DE IMPOSTOS	625,00
47	16/02/2000	RECEITA DE VENDA	1300,00
48	17/02/2000	PAGAMENTO DE IMPOSTOS	650,00
49	18/02/2000	RECEITA DE SERVIÇOS	1250,00
50	19/02/2000	PAGAMENTO DE IMPOSTOS	675,00
51	20/02/2000	RECEITA DE VENDA	1400,00
52	21/02/2000	PAGAMENTO DE IMPOSTOS	700,00
53	22/02/2000	RECEITA DE SERVIÇOS	1350,00
54	23/02/2000	PAGAMENTO DE IMPOSTOS	725,00
55	24/02/2000	RECEITA DE VENDA	1500,00
56	25/02/2000	PAGAMENTO DE IMPOSTOS	750,00
57	26/02/2000	RECEITA DE SERVIÇOS	1450,00
58	27/02/2000	PAGAMENTO DE IMPOSTOS	775,00
59	28/02/2000	RECEITA DE VENDA	1600,00
60	29/02/2000	PAGAMENTO DE IMPOSTOS	800,00
61	01/03/2000	RECEITA DE SERVIÇOS	1550,00
62	02/03/2000	PAGAMENTO DE IMPOSTOS	825,00
63	03/03/2000	RECEITA DE VENDA	1700,00
64	04/03/2000	PAGAMENTO DE IMPOSTOS	850,00
65	05/03/2000	RECEITA DE SERVIÇOS	1650,00
66	06/03/2000	PAGAMENTO DE IMPOSTOS	875,00
67	07/03/2000	RECEITA DE VENDA	1800,00
68	08/03/2000	PAGAMENTO DE IMPOSTOS	900,00
69	09/03/2000	RECEITA DE SERVIÇOS	1750,00
70	10/03/2000	PAGAMENTO DE IMPOSTOS	925,00
71	11/03/2000	RECEITA DE VENDA	1900,00
72	12/03/2000	PAGAMENTO DE IMPOSTOS	950,00
73	13/03/2000		



DTS
TECHNICAL SUPPORT
15 New Technology Drive
Sunnyvale, CA 94086
415-335-0000

[illegible]

MUNICIPALITY TO APPROVE UP TO THIS POINT, STUB CONDUIT IF COUNTY HAS NOT APPROVED ADJACENT PERMIT.

- First running line is the photos a minimum of 1m from EOP each loaded volume
- Target is 1m from EOP
- RLO is to be placed wherever possible
- Maximize 1m from existing pillars.
- Voids to be placed a minimum of 0.5m from property line

1-1/2" (38mm) condit to specs of
meritall (DROPS ONLY)

CAUTION

- Peeling is ONLY to be done on the green/grown stems in the field of soy. Keep clear of ditches wherever possible.
- After peeling any burworth, please leave the soil surface to germinate around the opening of each culvert.

NEED TO EXPLAIN "A" FOR TRAMP

FIGURE A
SCHEMATIC OF THE EXPERIMENT

Screen / Screen size

Screen

Control

[illegible]

1. PLUMBERING AND HEATING IS IN A STRONG POSITION
 2. PLUMBERING AND HEATING IS A HIGH GROWTH INDUSTRY
 3. PLUMBERING AND HEATING IS A HIGH GROWTH INDUSTRY
 4. PLUMBERING AND HEATING IS A HIGH GROWTH INDUSTRY
 5. PLUMBERING AND HEATING IS A HIGH GROWTH INDUSTRY
 6. PLUMBERING AND HEATING IS A HIGH GROWTH INDUSTRY
 7. PLUMBERING AND HEATING IS A HIGH GROWTH INDUSTRY
 8. PLUMBERING AND HEATING IS A HIGH GROWTH INDUSTRY
 9. PLUMBERING AND HEATING IS A HIGH GROWTH INDUSTRY
 10. PLUMBERING AND HEATING IS A HIGH GROWTH INDUSTRY

REQUIREMENT OF INSTALLATION OF CONDUIT

PAVED / HARD SURFACED

- Conduit will be located 1 metre off the edge of pavement and a minimum of 1 metre below the surface of the road.
- On site decisions will be made on location of conduit at cross culverts and bridges.

GRAVEL ROADS

- Conduit will be located along the grass gravel line at a minimum depth of 1 metre.
- When the method of installation of the conduit is plowing, and cross culverts are encountered, FIGURE "A" is to be used at a minimum depth of 1 metre below the current elevation of the bottom of ditch.

**SOUTHWESTERN ONTARIO
INTEGRATED FIBRE TECHNOLOGY PROJECT**

PROJECT AGREEMENT

Between:

**SOUTHWESTERN INTEGRATED
FIBRE TECHNOLOGY INC.**

And:

EH!TEL NETWORKS INC.

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Schedule A - STATEMENT OF WORK

Schedule B - ELIGIBLE COSTS AND INELIGIBLE COSTS

Schedule C - REPORTING REQUIREMENTS

**SOUTHWESTERN ONTARIO INTEGRATED
FIBRE TECHNOLOGY PROJECT**

Dufferin County, DUF_15_EHTEL

This Agreement is made:

BETWEEN:

**SOUTHWESTERN INTEGRATED FIBRE TECHNOLOGY
INC., a corporation incorporated under the laws of Canada**

AND:

**EHTEL NETWORKS INC., a corporation incorporated under the laws of
Canada ("ISP")**

Preamble

WHEREAS:

- A. SWIFT aims to make broadband connectivity available to more people across Southwestern Ontario.
- B. Pursuant to the Request for Proposals, and the Competitive Selection Process as set out in the Request for Proposals, SWIFT has selected the ISP to carry out the Project.
- C. The rights and obligations between the Parties will be governed by the terms and conditions set out in this Agreement.

NOW THEREFORE, in consideration of the foregoing principles and their respective obligations set out below, the Parties hereto agree as follows:

1. INTERPRETATION

1.1 Definitions

In addition to those terms defined in the Schedules and elsewhere in this Agreement, a capitalized term in this Agreement has the meaning given to it in this section. Unless otherwise specified in this Agreement, words importing the singular include the plural and vice versa and words importing gender include all genders.

- (a) **"Aboriginal Group"** includes the Indian, Inuit and Métis peoples of Canada or any other group holding Aboriginal or treaty rights under section 35 of the *Constitution Act, 1982* (Canada).
- (b) **"Additional Holdback"** has the meaning set out in Section 4.7.

- (c) **"Agreement"** means this Agreement and all Schedules attached hereto, as may be amended in writing from time to time.
- (d) **"Backhaul Service"** means a telecommunication facility that is capable of carrying at least 1 Gb/s of aggregated telecommunications traffic between a POP or POI and a location where the traffic can be connected to the Internet Exchange Point in a Canadian Tier 1 City.
- (e) **"Broadband Development Fund Payment"** means each payment set out in Section 3 of Schedule A.
- (f) **"Broadband Route Segment"** means a Project Site where non fibre optic broadband terrestrial infrastructure capable of delivering Broadband Service (e.g. coaxial cable, DSL (digital subscriber line) enabled copper cable) is deployed or enabled by a recipient through the implementation of the Project, as described in Schedule A.
- (g) **"Broadband Service"** means Internet access service that meets or exceeds the CRTC's targets as referenced in Telecom Regulatory Policy CRTC 2019-42 including minimum data transfer speeds of 50 Mbps download and 10 Mbps upload without a data capacity limit in downloaded or uploaded data.
- (h) **"Business Day"** means any day other than a Saturday, Sunday and statutory holiday in the Province of Ontario or any other holiday day on which the provincial government offices are closed for business.
- (i) **"Canada"** means Her Majesty the Queen in Right of Canada.
- (j) **"Canadian Tier 1 City"** means Calgary, Edmonton, Halifax, Moncton, Montréal, Ottawa, Saskatoon, Toronto, Vancouver, and Winnipeg.
- (k) **"Change"** means (i) prior to the Project Completion Date, a change to Schedule A, including an addition, deletion, alteration, substitution, or otherwise, thereto, or a change to the Broadband Service, or (ii) following the Project Completion Date, a change to the Broadband Service.
- (l) **"Change Certificate"** means a certificate executed by the Parties describing and authorizing a Change, the scope of the changes to Schedule A, any other terms and conditions agreed between the Parties pertaining to the Change and the adjustment, if any, to Annex A-3.
- (m) **"Change of Control"** means a change in the identity of the individual or legal entity or group of individuals or legal entities acting in concert that owns fifty-point one percent (50.1%) or more of the outstanding voting shares of ISP; *provided however* that any such change arising from a *bona fide* open market transaction in voting shares of ISP effected on a recognized public stock exchange, will not constitute a Change of Control.
- (n) **"Competitive Selection Process"** has the meaning set out in the Request for Proposals.

- (o) **"Construction Act"** means the *Construction Act* (Ontario).
- (p) **"Construction Completion Report"** means a document that describes the construction of the Network Infrastructure and includes the information set out in Section 2 of Annex A-2 to Schedule A.
- (q) **"Contribution"** means the funding provided by SWIFT pursuant to the terms and conditions of this Agreement as set out in Section 2.1.
- (r) **"Coverage Area"** means the area in which ISP will make available Broadband Service to Underserved Premises.
- (s) **"CRTC"** means the Canadian Radio-television and Telecommunications Commission.
- (t) **"Customer"** means an individual, business, or organization receiving Broadband Service from the ISP Network.
- (u) **"Customer Premises Equipment"** means equipment that is installed by ISP on a Customer's Premises to provide Broadband Service to a subscriber at their Premises. This equipment can utilize fibre optic, coaxial, digital subscriber line or wireless technologies to provide Broadband Service.
- (v) **"Dedicated Locators" or "Locates"** means certified organizations employed by ISPs to locate underground utilities prior to excavation.
- (w) **"Design Completion Report"** means a document that describes the attributes of the design of the Network Infrastructure and includes the information set out in Section 1 of Annex A-2 to Schedule A.
- (x) **"Dispute"** means any disagreement, failure to agree or other dispute between SWIFT and ISP arising out of or in connection with this Agreement, including in respect of the interpretation, breach, performance, validity or termination of this Agreement, whether in the law of contract or any other area of law.
- (y) **"Effective Date"** means the date specified as such in the Project Data Sheet, which is the earliest date for which Eligible Costs may be reimbursed.
- (z) **"Eligible Costs"** means those Project costs that meet the criteria set out in Schedule B.
- (aa) **"Eligible Fibre Road KMs"** means kilometres of road segments along which Fibre Route Segments are constructed in Underserved Areas and where Broadband Service is made available.
- (bb) **"Event of Default"** means any event listed in Section 9.1.1.
- (cc) **"Exclusion Zone"** means an area that has existing access to broadband speeds that meet the CRTC speed threshold of 50 Mbps download and 10Mbps upload threshold during peak service hours through any available technology.

- (dd) **"Expiry Date"** means the date which is the later of: (i) the seventh anniversary of the Project Completion Date, and (ii) the date on which the last Broadband Development Fund Payment is due.
- (ee) **"Fair Market Value"** means an amount that would be agreed upon in an arm's length transaction between knowledgeable, willing parties who are under no compulsion to act.
- (ff) **"Fibre Route Segment"** means a Project Site where a new fibre optic cable is deployed by ISP through the implementation of the Project, as described in Schedule A.
- (gg) **"Fibre Road KMs"** means kilometres of road segments along which Fibre Route Segments are constructed.
- (hh) **"Final Implementation Report"** has the meaning set out in Section 6.2.
- (ii) **"Final Payment"** has the meaning set out in Section 4.2(b).
- (jj) **"Fixed Wireless Site"** means a site from which Broadband Service is provided utilizing a radio tower and radio technology utilizing a fixed (point to point OR point to multi-point) terrestrial architecture.
- (kk) **"Good Industry Practice"** means using standards, practices, methods and procedures to a good commercial standard, conforming to the Requirements of Law and exercising that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a qualified, skilled and experienced person engaged in a similar type of undertaking under the same or similar circumstances.
- (ll) **"Holdbacks"** means collectively the holdbacks referred to and set out in sections 4.6.1 and 4.6.2.
- (mm) **"Incumbent Telecommunications Service Provider"** means (i) a company providing facility based local telecommunications services in the territory of the Project on a monopoly basis prior to the introduction of competition and (ii) any service provider defined as an incumbent telecommunications service provider by the CRTC in the territory of the Project.
- (nn) **"Indemnified Persons"** means Her Majesty the Queen in Right of Canada, Her Majesty the Queen in Right of Ontario, Her Ministers, SWIFT, the other Indemnified Persons named in the Project Data Sheet, and each of their respective directors, officers, agents, appointees and employees.
- (oo) **"Ineligible Costs"** means those costs relating to the Project that are not Eligible Costs, as described in Schedule B.
- (pp) **"Internet Exchange Point"** is where multiple internet service providers connect to exchange Internet traffic with other internet service providers in Canada and with the global Internet.

- (qq) **"ISP System"** means the resulting network designed and constructed in accordance with Schedule A.
- (rr) **"Jitter"** means the variation in Latency that causes data packets that were sent at regular intervals from a source to arrive at a destination at irregular intervals. A high level of jitter may cause visible effects on real-time online applications, such as video pixilation, sound distortion, application "freezing," and delays in loading Web pages.
- (ss) **"Latency"** means the time it takes for data packets to travel from a source to a destination. Latency is measured in terms of the round trip, i.e. from a source to a destination and back to the source.
- (tt) **"Logical Network Diagram"** means a diagram or series of diagrams of the ISP Network including all Project Sites, POPs, POIs, Fixed Wireless Sites and Fibre Route Segments from end to end. For large networks there must be one "overview" diagram showing the ISP Network, and multiple separate "zoomed-in" diagrams.
- (uu) **"Material Change"** means a change of any substantive aspect of the Project, including (i) a Change of Control; (ii) a change to the proposed financing of the Project; (iii) a change to the nature or location of the Project; and (iv) a material change in the cost or scope of the Project.
- (vv) **"Material Variances"** means any changes to the deliverables as described in the Project Agreement that can impact the delivery of Broadband Service to one or more Premises.
- (ww) **"Maximum Contribution"** means the amount specified as such in the Project Data Sheet.
- (xx) **"Milestone"** means each of the milestones as set out in Annex A-2 to Schedule A.
- (yy) **"Milestone Deliverables"** means the items, including the network design, network construction and associated Design Completion Report and Construction Completion Report that must be delivered and provided to achieve completion of the Milestone.
- (zz) **"Network Description"** means the technical description of the network set out in Section 3 of Annex A-1 to Schedule A.
- (aaa) **"Network Infrastructure"** means equipment used to provide Backhaul Service and Broadband Service, including: underground conduit structures, fibre optic strands, POIs (fibre optic splice enclosures, field cabinets to support fibre optic or other broadband connections (coaxial cable, twisted pair copper), patch panels, commercial and standby power systems) and POP sites (equipment racks and patch panels, commercial and standby power systems, radio tower infrastructure, including tower attachment points, waveguide bridges and equipment shelter buildings).

- (bbb) **"Network Segment"** means a portion of the Network Infrastructure that is constructed as a linear asset (e.g. Fibre Route Segment or Broadband Route Segment) that is broken down into individual sections (segments) in such a way that each section has its own build technique (e.g. underground or aerial), build timeline and land or support structure access type (e.g. municipal right of way, pole attachment etc.). Each Network Segment must have its own unique identifier that it is referenced in the Logical Network Diagram.
- (ccc) **"Off-Net"** means a location at an Internet Exchange Point that marks the end of an internet service provider's network. Since this location is outside the internet service provider's network, it is referred to as being "Off-Net."
- (ddd) **"Open Access"** means providing the ability for telecommunication service providers to access components of the Project Network Infrastructure, including Backhaul Service and connectivity to the Premises, for the purposes of providing competitive telecommunications services utilizing such infrastructure. Open Access shall be provided through POPs and POIs, where a POP includes a facility/enclosure with spare space for equipment racks and patch panels, commercial and standby power systems, radio tower infrastructure, including tower attachment points, waveguide bridges and equipment shelter buildings, and a POI includes all Fibre Optical Splice Cabinets (FOSCs) and field cabinets/pedestals, and where practical, fibre optic strands, including dark fibre, conduit structures, vaults or other broadband connections, such as coaxial cable/twisted pair copper and patch panels. Open Access for Incumbent Telecommunication Service Providers is defined by Telecom Policy CRTC 2015-326 and in Order CRTC 2000-13 (and subsequent tariff filings) for support structure access. SWIFT defers to this CRTC Telecom Policy in the territory of the Project and CRTC Orders with respect to Open Access provided by Incumbent Telecommunications Service Providers. Note that, unless otherwise regulated by the CRTC, the Open Access requirements will only apply to SWIFT funded assets and not to a telecommunications service provider's existing assets or Network Infrastructure.
- (eee) **"Overpayment"** means an amount paid by SWIFT as part of the Contribution or which is treated as such pursuant to the terms and conditions of this Agreement, which ISP is not entitled to according to the terms of this Agreement and which is subject to the obligations set out in Section 4.8.
- (fff) **"Packet Loss"** means to the number of data packets that are sent from a source that fail to reach their intended destination.
- (ggg) **"Party"** means SWIFT or ISP, as the case may be, and **"Parties"** means SWIFT and ISP.
- (hhh) **"Payment Application"** has the meaning set out in Section 4.3.1.
- (iii) **"Permits"** means all permissions, consents, approvals, certificates, permits, licences, statutory agreements, zoning and by-law amendments and variances, and authorizations required from any governmental authority, and all necessary

consents and agreements from any third parties, needed to carry out the Project in accordance with this Agreement.

- (jjj) **"PMP"** means wireless point-to-multipoint, in which a central base station radio communicates with multiple subscriber units over the wireless medium.
- (kkk) **"POI"** means a point of interconnection, a connection point within a telecommunications network where one or many service providers may access the Network Infrastructure for the purposes of exchanging telecommunications network traffic, including Backhaul Service and access fibre optic distribution cable for the purposes of delivering services to subscribers.
- (lll) **"POP"** means a point of presence and interface point between two or more communicating entities that may house some or all of: servers, routers, network switches, multiplexers, and other network interface equipment and other equipment.
- (mmm) **"Premises"** means a dwelling unit or business facility that may subscribe to Broadband Service. A single property may have more than one Premises. Each dwelling unit or business facility that requires its own dedicated network connection constitutes a single Premises.
- (nnn) **"Premises Passed"** means premises to which an ISP has capability and capacity to connect in a service area to provide Broadband Service. All Premises Passed must have the ability to access Broadband Service upon reasonable demand.
- (ooo) **"Progress Claim Period"** means each of:
 - (i) the period from the Effective Date to the end of the first complete calendar quarter ending March 31, June 30, September 30 or December 31 after the calendar quarter in which the Effective Date occurs; and
 - (ii) each subsequent calendar quarter thereafter until an amount equal to 80% of the Maximum Contribution has been paid in Progress Payments.
- (ppp) **"Progress Payment"** has the meaning set out in Section 4.2(a).
- (qqq) **"Progress Report"** has the meaning set out in Section 6.1.1.
- (rrr) **"Project"** means the activities described in Schedule A.
- (sss) **"Project Assets"** has the meaning set out in Section 16.3(a).
- (ttt) **"Project Budget"** means ISP's financial plan for the Project, as set out in Annexes A-4 and A-5 of Schedule A, which includes all Project Costs and all other sources of funding received or expected to be received by ISP for the Project.
- (uuu) **"Project Completion"** has the meaning set out in Section 6.2.1.
- (vvv) **"Project Completion Certificate"** has the meaning set out in Section 6.2.2(a).

- (www) **"Project Completion Date"** means the date that SWIFT issues a Project Completion Certificate to ISP.
- (xxx) **"Project Costs"** means the aggregate of all Eligible Costs and Ineligible Costs for the Project, as set out in the Project Budget.
- (yyy) **"Project Data Sheet"** means Section 2 of Schedule A.
- (zzz) **"Project Network Infrastructure"** means the Network Infrastructure that is included in the project scope and identified in Schedule A.
- (aaaa) **"Project Site"** means a structure or facility constructed or otherwise established by ISP through the implementation of the Project.
- (bbbb) **"Project Start Date"** means the date specified as such in the Project Data Sheet, which is the latest date by which the Project must be or has commenced.
- (cccc) **"Province"** means Her Majesty the Queen in Right of Ontario.
- (dddd) **"Provincial Contribution Agreement"** means the Southwestern Ontario Integrated Fibre Technology Phase 3 Contribution Agreement between the Province and SWIFT, as amended, supplemented or replaced from time to time.
- (eeee) **"PTP"** means wireless point-to-point, in which communication occurs between two radios over the wireless medium.
- (ffff) **"Request for Proposals"** means the request for proposals specified in the Project Data Sheet.
- (gggg) **"Requirements of Law"** means all applicable statutes, constitution, regulations, by-laws, ordinances, codes, official plans, rules, approvals, permits, licenses, authorizations, orders, decrees, injunctions, directions and agreements with all governmental authorities that now or at any time hereafter may relate to ISP, the Project, the Contribution and this Agreement.
- (hhhh) **"Schedule"** means a schedule to this Agreement.
- (iiii) **"Section 35 Duty"** means any duty the Province may have to consult and, if required, accommodate Aboriginal Groups in relation to the Project flowing from section 35 of the *Constitution Act*, 1982.
- (jjjj) **"SWIFT Event of Default"** means any event listed in Section 9.1.2.
- (kkkk) **"Target Project Completion Date"** means the date specified as such in the Project Data Sheet which is the date on or before which Project Completion is to occur, provided that such date shall be no later than June 30, 2023.
- (llll) **"Test and Acceptance Plan"** means a description of how the Broadband Service will be tested and demonstrated to be meeting all the required service parameters.

- (mmmm) **"Third Party"** means any legal entity, individual, partnership or organization, other than the Parties under this Agreement.
- (nnnn) **"Third Party Networks"** means any connections from the Project Network Infrastructure to any other Network Infrastructure or bandwidth telecommunications services belonging to other telecommunication service providers for the purposes of delivering Broadband Service.
- (oooo) **"Underserved Premises"** mean Premises that do not meet the minimum standards of the Broadband Service as described in Section 5 of Schedule A.
- (pppp) **"Wholesale Internet Capacity"** means bandwidth telecommunication services provided for the purposes of enabling an upstream connection to the Internet, intended for distribution and resale by an internet service provider.
- (qqqq) **"Wireless Coverage Area"** means the Coverage Area served by fixed-wireless infrastructure.
- (rrrr) **"Wireless Premises Passed"** means a Premises where Broadband Service may be provided by a Fixed Wireless Site by the addition of Customer Premises Equipment.
- (ssss) **"Wireline Coverage Area"** means the Coverage Area served by wireline infrastructure.

1.2 Interpretation

In this Agreement:

- (a) words denoting the singular include the plural and vice versa and words denoting any gender include all genders;
- (b) any reference to a statute or policy shall mean the statute or policy in form as at the date hereof, together with all regulations promulgated thereunder, as the same may be amended, re-enacted, consolidated and/or replaced, from time to time, and any successor statute or policy thereto, unless otherwise expressly provided;
- (c) **"includes"** or **"including"** shall mean includes (or as applicable, including) without limitation;
- (d) all dollar amounts are expressed in Canadian dollars;
- (e) the division of this Agreement into separate Articles, Sections, Subsections, Schedule(s) and Annex(es), the provision of a table of contents and the insertion of headings is for convenience of reference only and shall not affect the construction or interpretation of this Agreement;
- (f) words or abbreviations which have well known or trade meanings are used herein in accordance with their recognized meanings; and

- (g) in the event of a conflict between the terms and conditions set out in the main body of this Agreement and the terms and conditions set out in the Schedules to this Agreement, the terms and conditions set out in the main body of this Agreement shall prevail.

1.3 Entirety of Agreement

This Agreement constitutes the entire Agreement between the Parties and supersedes all previous documents, discussions, negotiations, provisions, undertakings or arrangements in relation to the subject matter of this Agreement. If any inconsistency exists between the Schedules and the sections of this Agreement, the sections of this Agreement take precedence.

1.4 Duration of Agreement

This Agreement shall come into force on the Effective Date and shall remain in effect until the Expiry Date, unless terminated earlier in accordance with the provisions of this Agreement.

1.5 Schedules

The following schedules are attached to, and form part of, this Agreement:

- (a) Schedule A – Statement of Work

The following Annexes are attached to, and form part of, Schedule A:

- Annex A-1 – Detailed Project Description
- Annex A-2 – Milestone Deliverables
- Annex A-3 – Project Schedule
- Annex A-4 – Project Budget
- Annex A-5 – Eligible Costs and Ineligible Costs

- (b) Schedule B – Eligible Costs and Ineligible Costs

- (c) Schedule C – Reporting Requirements

1.6 Survival

Notwithstanding anything else in this Agreement, the rights and obligations set out in the following provisions of this Agreement shall survive the expiration or early termination of this Agreement for a period of seven (7) years:

- Section 4.6.1 Overpayment
- Section 10.1 Audit
- Section 10.2 Auditor General Rights
- Section 11.1 Records Retention and Access
- Section 11.2 Access to Premises
- Section 15.1 Indemnification
- Section 15.2 Liability
- Section 16.1 Transfer and Assignment
- Section 16.3 Projects Assets

1.7 Time is of the Essence

Time is of the essence under this Agreement.

1.8 Date for Any Action

If any period expires on a day which is not a Business Day or any event or condition is required by the terms of this Agreement to occur or to be fulfilled on a day which is not a Business Day, such period shall expire or such event or condition shall occur or be fulfilled, as the case may be, on the next succeeding day which is a Business Day.

2. CONTRIBUTION AND PROJECT BUDGET

2.1 Contribution

- (a) Subject to the terms and conditions of this Agreement, SWIFT will make an aggregate Contribution to ISP in respect of the Project, of the lesser of:
 - (i) two-thirds of the Eligible Costs; and
 - (ii) the Maximum Contribution.
- (b) The Parties acknowledge that SWIFT's role with respect to the Project will be limited to making a financial contribution to ISP in respect of the Project, and that SWIFT shall have no involvement in the management, maintenance or operation of the Project or the Project Assets. SWIFT is neither a decision-maker nor an advisor in respect of the Project or the Project Assets.
- (c) SWIFT will not contribute to any Eligible Costs incurred by ISP prior to the Effective Date or after the Project Completion Date except for any work required to correct Material Variances after the Project Completion Date. SWIFT will not contribute to Eligible Costs in an amount that is greater than two-thirds of the total Eligible Costs.

2.2 Provincial Contribution Agreement

- 2.2.1 Payment by SWIFT of amounts due under this Agreement shall be conditional on the receipt of funding by SWIFT for the Project pursuant to the Provincial Contribution Agreement and such funding is conditional upon, among other things, (i) there being an appropriation of the legislature of the Province to which the funding can be charged in the fiscal year of the Province in which the funding becomes due and (ii) funding to the Province from Canada. SWIFT shall have the right to terminate or reduce the Contribution in the event that funding is not available pursuant to the Provincial Contribution Agreement by providing written notice of the same to ISP.
- 2.2.2 In the event that the Contribution is terminated or reduced pursuant to Subsection 2.2.1, ISP shall have the right, to either, i) change or alter the design and construction of the Project, including the Project Schedule, subject to the approval of such changes and alterations by SWIFT; or ii) terminate this Agreement, and the Project. Either option may be acted upon by ISP with no further liability to SWIFT, and without being treated as an Event of Default under this Agreement.

2.3 Government Financial Support

- 2.3.1** ISP confirms that, in addition to the Contribution, it has received or has been approved to receive the federal, provincial/territorial, or municipal government ("Government") financial assistance for the Project set out in the Project Data Sheet.
- 2.3.2** ISP confirms that it has not requested nor received any Government financial assistance (other than the Contribution) for the Project other than as set out in the Project Data Sheet.
- 2.3.3** ISP agrees to promptly advise SWIFT, within 15 Business Days, in the event of any change to the amount of Government financial assistance set out in the Project Data Sheet.
- 2.3.4** ISP agrees to promptly advise SWIFT, within 15 Business Days, in the event any Government financial assistance related to the Project other than as set out in the Project Data Sheet is approved or provided during the term of this Agreement.
- 2.3.5** ISP confirms that, for the purposes of this Section 2.3, Government financial assistance includes any grants, contributions, implicit subsidies, forgivable loans, investment tax credits and any other tax credits available to ISP in respect of the Project.
- 2.3.6** In no event will the sum of:
 - (i) one half of the Contribution; and
 - (ii) the total Government financial assistance from federal sources, other than the Contribution;be allowed to exceed one third of the Eligible Costs.

3. OBLIGATIONS OF THE PARTIES

3.1 SWIFT's General Obligations

SWIFT shall be responsible for disbursing the Contribution pursuant to the terms and conditions of this Agreement. SWIFT shall provide guidance, information and reporting templates, to assist ISP with the preparation of reports and Payment Applications required under this Agreement.

3.2 Project Commitments by ISP

- 3.2.1** ISP covenants and agrees to complete the Project in accordance with the terms and conditions of this Agreement. Without limiting the generality of the foregoing, ISP shall:
 - (a) commence the Project on or before the Project Start Date;
 - (b) carry out the activities outlined in Schedule A in a diligent, timely and professional manner;

- (c) on Project Completion, make available and maintain Broadband Service and Open Access until the Expiry Date that meets the requirements set out in Section 5 and Section 6 of Schedule A, and Annex A-1 of Schedule A.
- (d) complete the Project no later than the Target Project Completion Date;
- (e) subject to SWIFT's commitment in Section 2.1 to pay the Contribution, be responsible for all Project Costs, including costs incurred in excess of the Project Costs specified in the Project Budget, if any;
- (f) ensure that all goods and services, the cost of which are being contributed to by SWIFT under this Agreement, shall be purchased or acquired at competitive prices that are no greater than Fair Market Value after deducting all trade discounts and similar items;
- (g) except as otherwise specified herein, assume full responsibility at all times for the Project and all matters arising therefrom including, without limitation, all Permits; and
- (h) when awarding contracts or hiring new personnel for the Project, use a fair and competitive or otherwise justifiable and generally accepted sound business process that results in competent and qualified contractors and personnel working on the Project.

4. CLAIMS AND PAYMENTS

4.1 General

- 4.1.1** Subject to ISP meeting the requirements for payment set out in this Agreement, SWIFT will pay ISP amounts expressly provided for herein, including the Progress Payments and the Final Payment, in accordance with the provisions of this Agreement and all Requirements of Law.
- 4.1.2** SWIFT will not pay interest on any portion of the Contribution. For greater clarity, this includes interest on any payment withheld by SWIFT pursuant to this Agreement.

4.2 Payments

The Contribution will be paid by SWIFT to ISP as follows:

- (a) a payment (a "**Progress Payment**") will be made by SWIFT to ISP following the end of each Progress Claim Period, each such Progress Payment being an amount equal to:
 - (i) two thirds of the value of the unpaid and undisputed Eligible Costs properly incurred for work performed by or on behalf of ISP up to the end of the applicable Progress Claim Period and properly claimed in accordance with the provisions of this Agreement; less

- (ii) the Holdback applicable to such Progress Payment, in accordance with Section 4.6,
until an amount equal to 80% of the Maximum Contribution has been paid by SWIFT to ISP;
- (b) a final payment (the "Final Payment") will be made by SWIFT to ISP in an amount equal to:
 - (i) two thirds of the value of the unpaid and undisputed Eligible Costs properly incurred for work performed by or on behalf of ISP up to the Project Completion Date and properly claimed in accordance with the provisions of this Agreement; less
 - (ii) the Holdback applicable to such Final Payment, in accordance with Section 4.6,
up to a maximum amount equal to 10% of the Maximum Contribution in accordance with Section 4.5; and
- (c) the Holdback in an amount equal to 10% of the Contribution will be paid by SWIFT to ISP in accordance with the *Construction Act* and Section 4.6.

4.3 Payment Applications

4.3.1 ISP shall submit to SWIFT a payment application in respect of each Progress Payment and in respect of the Final Payment (each a "Payment Application") and SWIFT will pay the applicable portion of the Contribution in respect of such Payment Application, provided that:

- (a) except in the case of the Final Payment Application, the Payment Application is submitted within 60 Business Days following the end of the applicable Progress Claim Period;
- (b) unless otherwise agreed to by both Parties, such Payment Application is submitted electronically in the form of payment application provided on the SWIFT website for such purpose, as updated from time to time;
- (c) the Payment Application submitted contains the following information (clearly identified as such in the Payment Application):
 - (i) name and address of ISP;
 - (ii) date of invoice and period covered by it;
 - (iii) Progress Claim Period during which the Eligible Costs were incurred;
 - (iv) name title, phone number and mailing address of the person to whom payment is to be sent;

- (v) the sum of all Progress Payments paid to ISP prior to the Payment Application;
 - (vi) the value of the unpaid and undisputed Eligible Costs properly incurred by ISP up to the end of the applicable Progress Claim Period;
 - (vii) a description of the Eligible Costs claimed;
 - (viii) the value of the Ineligible Costs incurred by the ISP during the applicable Progress Claim Period;
 - (ix) the amount of the Holdbacks to be deducted from the applicable Progress Payment or Final Payment, as the case may be;
 - (x) the amount of any Overpayment to be deducted from the applicable Progress Payment or Final Payment, as the case may be;
 - (xi) the amount and calculation of the Progress Payment or Final Payment being applied for, based on the calculation set out in Section 4.2;
 - (xii) in respect of the Final Payment, the aggregate Holdbacks;
 - (xiii) the amount of ISP's contribution to the Eligible Costs and the net amount being invoiced to SWIFT after deducting the Holdbacks and any applicable Overpayment; and
 - (xiv) any HST applicable on the amounts described in this Section 4.3(c);
- (d) each Payment Application must be accompanied by:
- (i) a WSIB clearance certificate;
 - (ii) a statutory declaration of ISP in the form of the Canadian Construction Documents Committee CCDC-9A-2018 (along with Schedule A attached thereto);
 - (iii) supporting documentation, including copies of paid invoices and proof of payments, sufficient for SWIFT to verify the amounts and calculations provided by ISP pursuant to Section 4.3.1(c); and
 - (iv) certification by an officer of ISP certifying:
 - I. the amounts and calculations provided by ISP pursuant to Section 4.3.1(c);
 - II. all Eligible Costs claimed have been incurred and paid, except for holdback monies properly retained, and are in respect of work performed for the Project by or on behalf of ISP;
 - III. all Eligible Costs are related to the activities described in Schedule A;

- IV. all Eligible Costs are in compliance with the requirements described in Schedule B;
- V. ISP has complied with all terms and conditions of this Agreement to date;
- VI. no ISP Event of Default has occurred and is continuing to date; and
- VII. except in the case of the Final Payment Application, the estimated date of the achievement of Project Completion and the other remaining Milestones.

4.4 Additional Requirements for Final Payment Application

4.4.1 ISP shall submit its Payment Application for the Final Payment (the "**Final Payment Application**") no later than 60 days following the Project Completion Date. The Final Payment Application shall, in addition to the requirements set out in Section 4.3, be accompanied by the following documents, and prepared to SWIFT's satisfaction, acting reasonably:

- (a) a final accounting for total Project Costs;
- (b) the "**Final Implementation Report**", as per the requirements outlined in Schedule C, and prepared to SWIFT's satisfaction, acting reasonably; and
- (c) the Project Completion Certificate issued by SWIFT.

4.4.2 After the Final Payment Application has been received, SWIFT will carry out a final review and reconciliation of all Payment Applications and payments made in respect of the Project and, at SWIFT's sole discretion, SWIFT may conduct an audit pursuant to Section 10.1. Upon completion of such review and/or audit to SWIFT's satisfaction, SWIFT will make any final adjustments required in these circumstances. For greater certainty, the completion of such review and/or audit may occur after the payment of the Final Payment and, in such case, any final adjustments in favour of SWIFT shall constitute an Overpayment and any final adjustments in favour of ISP shall be paid by SWIFT to ISP within 28 days of the completion of such review and/or audit.

4.5 Payment Procedure

4.5.1 SWIFT shall review and approve the documentation accompanying a Payment Application submitted by ISP following the receipt of such Payment Application or will notify ISP within 14 days after receipt of any deficiency in the Payment Application, which ISP shall immediately take action to address and rectify.

4.5.2 Subject to the Maximum Contribution and all other conditions set forth in this Agreement, SWIFT shall pay to ISP the Progress Payment or Final Payment set forth in ISP's Payment Application within 28 days of receipt of such Payment Application.

- 4.5.3 All Payment Applications submitted by ISP shall be accompanied by any other information, explanations and/or documentation related to the Project and/or in support of the claim as may be reasonably requested by SWIFT, from time to time, provided that any request made by SWIFT as a result of a corresponding request by the Province under the Provincial Contribution Agreement shall be deemed to be a reasonable request.

4.6 Holdbacks

- 4.6.1 SWIFT shall withhold an amount equal to ten percent (10%) of each Progress Payment and of the Final Payment plus the amount of any registered liens of which the ISP has received notice in accordance with the *Construction Act*, R.S.O. 1990, c. C.30. The Parties hereby acknowledge and agree that the contract price for the purposes of the *Construction Act* shall be the Maximum Contribution.

- (a) SWIFT shall pay to the ISP the amount of the aggregate holdback set out in Section 4.6.1 (10% of each Progress Payment and of the Final Payment amount) when all liens that may be claimed against the holdback have expired or been satisfied or discharged in accordance with the *Construction Act*.

- 4.6.2 SWIFT shall withhold an additional ten percent (10%) of the Contribution and shall not release such holdback until Final Acceptance is granted by SWIFT.

- 4.6.3 Following the issuance of the Project Completion Certificate by SWIFT and receipt of the Final Payment by ISP, ISP shall submit to SWIFT:

- (a) an application for payment of the aggregate Holdbacks amount;
- (b) a WSIB clearance certificate; and
- (c) a statutory declaration of the ISP in the form of the Canadian Construction Documents Committee CCDC-9A-2018.

4.7 Additional Holdback

Notwithstanding any other provision of this Agreement, if at any point in time SWIFT determines, acting reasonably and determined with reference to the Project Budget and Project Schedule, that the portion of the Contribution that has been paid to ISP as Progress Payments exceeds ISP's progress toward completing each of the Milestones and achieving Project Completion, SWIFT may withhold an additional amount from future Progress Payments (the "Additional Holdback"). SWIFT shall determine the amount of the Additional Holdback based on the Project Budget and Project Schedule and ISP's progress to date toward completing each of the Milestones and achieving Project Completion. When SWIFT requires that an Additional Holdback be withheld, such Additional Holdback shall be released to ISP when SWIFT is satisfied, acting reasonably, that the portion of the Contribution that has been paid to ISP as Progress Payments aligns with ISP's progress toward completing each of the Milestones and achieving Project Completion.

4.8 Overpayment

Any amount which constitutes an Overpayment shall be repayable to SWIFT and until repaid constitutes a debt due to SWIFT. At SWIFT's discretion, SWIFT shall deduct any Overpayment from subsequent payments of the Contribution, from any amounts owing by SWIFT to ISP in respect of similar projects, from any amount withheld as a Holdbacks or an Additional Holdback or, in SWIFT's sole discretion, ISP shall repay the amount within 30 days of receiving written notification by SWIFT. Interest on the Overpayment shall be due and payable upon any amount of the Overpayment not repaid after 30 days of receipt of written notice. For greater certainty, any amount that SWIFT has paid to ISP in respect of an Eligible Cost that is subsequently determined by the Province to be an Ineligible Cost shall constitute an Overpayment. If at any time the total amount of the Contribution that has been paid to ISP exceeds the total amount which ISP is entitled to receive under this Agreement, SWIFT shall so advise ISP and ISP shall forthwith repay SWIFT the amount of any such Overpayment.

5. BROADBAND DEVELOPMENT FUND PAYMENTS

5.1 Requirements and Timing for Payment

ISP will pay the Broadband Development Fund Payments to SWIFT in accordance with this Article 5 and Section 3 of Schedule A. Notwithstanding Section 16.3 and except for the Broadband Development Fund Payments, SWIFT shall not be entitled to any income or revenue from the Project Assets.

SWIFT will prepare and deliver an invoice to ISP in respect of each Broadband Development Fund Payment on the date corresponding to such Broadband Development Fund Payment set out in Section 3 of Schedule A. Each Broadband Development Fund Payment will be payable to SWIFT, not later than 30 Business Days following delivery of the applicable invoice.

6. PROGRESS, PERFORMANCE AND FINANCIAL REPORTING

6.1 Progress Report

6.1.1 Within 14 days of the end of each month, ISP shall provide to SWIFT a report on the progress of the Project in a form provided by SWIFT (a "Progress Report") pursuant to the requirements as outlined in Schedule C.

6.2 Milestone Reporting

ISP shall complete the Milestones in accordance with Annex A-2 of Schedule A on or before the specific dates set out in Annex A-3 of Schedule A.

6.2.1 Design Completion Report (Milestone #1)

ISP shall submit to SWIFT a Design Completion Report, in accordance with Annex A-2 of Schedule A, acting reasonably, then

- (a) No later than 20 Business Days after submission of the Design Completion Report, SWIFT will review the report and provide a response in the form of

SWIFT's response to Design Completion Report. If there are variances or queries, SWIFT will include them in the response.

- (b) ISP must address all "**Material Variances**" and queries and update the Design Completion Report accordingly. "

6.2.2 Construction Completion Report (Milestone #2)

ISP shall submit to SWIFT a Construction Completion Report, in accordance with Annex A-2 of Schedule A, acting reasonably, then

- (a) No later than 20 Business Days after submission of the Construction Completion Report, SWIFT will review the report and provide a response in the form of SWIFT's response to Construction Completion Report. If there are variances or queries, SWIFT will include them in the response.
- (b) ISP must address all Material Variances and queries and update the Construction Completion Report accordingly.
- (c) No later than 30 Business Days after submission of the final Construction Completion Report, SWIFT will conduct a physical inspection of the ISP System.
- (d) Within 15 Business Days of SWIFT's inspection of the ISP System, SWIFT will provide an inspection report to the ISP:
 - (i) if the inspection report indicates there are no Material Variances or discrepancies with respect to the Construction Completion Report, SWIFT will communicate to the ISP that it shall proceed to completion of Milestone #3;
 - (ii) if the inspection report indicates there are Material Variances or discrepancies with respect to the Construction Completion Reports, ISP shall address the variances and update the Construction Completion Report accordingly, as outlined in steps (a) - (d) above.

6.2.3 Final Implementation Report (Milestone #3)

ISP shall submit to SWIFT a Final Implementation Report in accordance with Annex A-2 of Schedule A, acting reasonably, then

- (a) No later than 15 Business Days after submission of the Final Implementation Report, SWIFT will review the report and provide a list of Material Variances and queries, if any exist, in the form of SWIFT's Response to Final Implementation Report. ISP shall address the Material Variances and update the Final Implementation Report accordingly.
- (b) Within 15 Business Days after submission of the Final Implementation Report or any required updates thereto, SWIFT may, in its sole discretion, verify that Broadband Service is delivered to some or all of the connected

Customer(s) reported in the Final Implementation Report. This may require a remote or an on-site visit to monitor the network performance of the connected Customer(s).

- (i) If the results of the verification meet the requirements for Broadband Service, SWIFT shall issue a Project Completion Certificate within 10 Business Days.
- (ii) If the results of the verification indicate that there are Material Variances, ISP shall address the variances and SWIFT reserves the right to repeat the verification step (above).

If SWIFT deems verification is not required, then SWIFT shall issue a Project Completion Certificate within 15 Business Days after submission of the Final Implementation Report.

6.3 Evidence of Financial Capacity

SWIFT may request from time to time (but not more often than once in any calendar year) that evidence acceptable to SWIFT, acting reasonably, of ISP's financial capacity to perform its obligations under this Agreement be forwarded to SWIFT. ISP will provide such information to SWIFT as soon as reasonably practicable and not later than 30 days following such request by SWIFT.

6.4 Supplementary Information

6.4.1 ISP will, upon receiving written request from SWIFT and within the time limit set out in such written request, provide to SWIFT the following information related to the Project (whether collected directly by ISP or acquired by or provided to ISP by a Third Party):

- (a) geospatial data representing the geometry and location of fibre infrastructure, including associated fibre attributes such as whether the fibre is subterranean or aerial;
- (b) geospatial data qualifying POPs (e.g. central offices, headends, wireless towers) and POIs and their locations;
- (c) geospatial data representing the estimated boundaries of ISP service areas; and
- (d) a list of premises addresses or premises coordinates that have access to the ISP System in a format that SWIFT deems acceptable acting reasonably.

6.4.2 Within 30 days of the end of each calendar year following the Project Completion Date, ISP shall provide to SWIFT, to SWIFT's satisfaction, acting reasonably, a report on the annual subscriber count in respect of the Project Assets in a form satisfactory to SWIFT.

- 6.4.3 SWIFT may at any time request supplementary information relating to any aspect of the Project, including but not limited to financial management, expenditures, funding and investments, performance measurement, maintenance reports, and reporting.

7. CHANGES

7.1 Changes to be Agreed Between the Parties

SWIFT and ISP may at any time prior to the Expiry Date, without invalidating this Project Agreement, agree to a Change by executing a Change Certificate in accordance with Section 7.2.

7.2 Change Certificates

A Change will come into effect when a Change Certificate is agreed to and signed by the Parties. A Change Certificate that has come into effect in accordance with this Section 7.2 will be binding upon SWIFT and ISP, and ISP will implement the agreed upon Change in accordance with the Change Certificate, and except to the extent that a Change Certificate expressly requires otherwise, in accordance with the terms of this Agreement. For greater certainty, ISP will not proceed with a Change unless the Change Certificate has come into effect.

8. COMPLIANCE WITH LEGISLATION, POLICIES AND REGULATIONS

8.1 Compliance with Laws

- 8.1.1 ISP shall comply with all Requirements of Law in carrying out the Project and performing its other obligations under this Agreement, including but not limited to, statutes, regulations, by-laws, rules, ordinances and decrees. This includes legal requirements under the *Canadian Environmental Assessment Act*, *Telecommunications Act*, *Radiocommunication Act*, *Radiocommunication Regulations* and all applicable Canadian Radio-television and Telecommunications Commission (CRTC) rules, regulations, policies and decisions applicable to the Project.

- 8.1.2 ISP has, or will obtain in accordance with all Requirements of Law, all Permits necessary to undertake the Project.

8.2 Environmental Assessment

- 8.2.1 If an assessment is required in accordance with the *Canadian Environmental Assessment Act* for the Project, ISP will promptly provide notice of same to SWIFT and SWIFT and ISP agree that SWIFT's obligations under this Agreement will be suspended from the moment that ISP informs SWIFT of the requirement for an assessment, until (i) a decision statement has been issued to ISP, and (ii) if required, an amendment to this Agreement has been signed, setting out any conditions included in the decision statement. For clarity, ISP shall not undertake any construction in relation to the Project until any and all environmental assessment requirements have been met.

- 8.2.2 ISP will provide SWIFT with reasonable access to any site where construction is being undertaken in relation to the Project for the purpose of ensuring that the terms

and conditions of any environmental approval (where applicable) are met, and that any mitigation, monitoring or follow-up measure required has been carried out.

8.3 Aboriginal Consultation

ISP acknowledges that SWIFT's obligation to pay the Contribution is conditional upon SWIFT, as a delegate of the Province, satisfying any Section 35 Duty that may be applicable to the Project.

ISP agrees that:

- (a) it will immediately notify SWIFT if any Aboriginal archaeological resources are discovered in the course of the Project;
- (b) it will immediately notify SWIFT of any contact by any Aboriginal Groups regarding the Project and provide copies to SWIFT of any documentation received from Aboriginal Groups;
- (c) no construction of the Project will occur in relation to any lands set aside for First Nations until the First Nations that occupy those lands have obtained a Section 28 permit under the *Indian Act* (Canada) that allows for the construction on those lands to take place, or, the First Nations occupying those lands provide proof that the First Nations has opted into the *First Nations Land Management Act* (Canada) in accordance with what is required under the *First Nations Land Management Act* (Canada);
- (d) no construction of the Project will occur, and SWIFT has no obligation to pay the Contribution until SWIFT and the Province are satisfied that any Section 35 Duty in the area of construction has been satisfied;
- (e) if information becomes available or a change is proposed for or made to the Project which would otherwise trigger consultation, ISP will work with SWIFT to ensure that the legal duty to consult and, where required by Requirements of Law, to accommodate Aboriginal Groups, is met and continues to be met to the satisfaction of SWIFT and the Province;
- (f) it will provide its Construction Plan to the Aboriginal Groups a minimum of twenty (20) Business Days, or other such time as SWIFT may direct, prior to SWIFT approving the Construction Plan; and
- (g) it will participate in consultation with Aboriginal Groups as reasonably requested by SWIFT.

9. DEFAULT AND RECOVERY

9.1 Default

- 9.1.1** SWIFT may declare a default under this Agreement if any of the following events occur:

- (a) ISP is not undertaking or has not completed the Project in accordance with the terms and conditions of this Agreement;
- (b) ISP fails to meet the Project Completion Date;
- (c) ISP ceases to actively cause the Project to be completed in a timely manner;
- (d) a material and adverse change in risk affecting ISP's ability to fulfil the terms and conditions of this Agreement has occurred;
- (e) ISP has submitted false or misleading information to SWIFT, or has made a false or misleading representation to SWIFT (including in connection with the Competitive Selection Process), excepting an error in good faith, the proof of which must be demonstrated by ISP to the satisfaction of SWIFT;
- (f) ISP has not complied with or satisfied any condition, undertaking or term of this Agreement;
- (g) ISP has failed to provide any report required by this Agreement;
- (h) a Material Change has occurred without the prior written consent of SWIFT;
- (i) ISP ceases to carry on business or has sold or has entered into an agreement to sell all or substantially all of its assets without the prior written consent of SWIFT;
- (j) ISP becomes insolvent, commits an act of bankruptcy, takes the benefit of any statute relating to bankrupt or insolvent debtors, or goes into receivership or bankruptcy; or
- (k) a resolution has been passed by the directors for the winding-up of ISP, or ISP is dissolved.

9.1.2 ISP may declare a default under this Agreement if SWIFT does not make any payment required to be made in accordance with the terms and conditions of this Agreement.

9.2 Notice and Rectification Period

9.2.1 SWIFT may make a declaration of default by providing written notice to ISP of the condition or event which constitutes an Event of Default under Section 9.1.1. Except in the circumstances described in Sections 9.1.1(h) through 9.1.1(k), SWIFT shall advise ISP of the condition or event, and allow ISP a period of 30 days to correct such condition or event, or to demonstrate to the satisfaction of SWIFT, acting reasonably, that it has taken the necessary steps to correct the condition or event, failing which SWIFT may immediately declare that an Event of Default has occurred. Notification by ISP of rectification shall be made in writing to SWIFT within the 30-day period.

9.2.2 ISP may make a declaration of default by providing written notice to SWIFT of the condition or event which constitutes a SWIFT Event of Default under Section 9.1.2.

SWIFT shall have a period of 30 days following receipt of such notice to correct such condition or event, or to demonstrate to the satisfaction of ISP, acting reasonably, that it has taken the necessary steps to correct the condition or event, failing which ISP may immediately declare that a SWIFT Event of Default has occurred.

- 9.2.3** Where SWIFT, acting reasonably, is concerned that a condition or event identified in Section 9.1.1 is likely to occur, SWIFT may notify ISP in writing of the condition or event in question, following which the Parties shall discuss SWIFT's concerns, and ISP shall be obliged to correct the condition or event complained of or to demonstrate to the satisfaction of SWIFT that it has taken such steps as are necessary to correct the condition within 30 days of such discussions.

9.3 Remedies

- 9.3.1** If SWIFT declares that an Event of Default has occurred, and ISP has not rectified the default as required in Section 9.1.2, if applicable, SWIFT may exercise any one or more of the following remedies, which the Parties hereby acknowledge are fair and reasonable:

- (a) suspend any further payments to ISP under this Agreement, including payments in respect of Payment Applications which may have been received by SWIFT prior to the date of SWIFT's declaration of default;
- (b) terminate this Agreement, including any obligation to make further payments to ISP under this Agreement, including payments in respect of Payment Applications received by SWIFT prior to the date of SWIFT's declaration of default;
- (c) require ISP to repay all or part of the Contribution which has been paid to ISP, together with interest, calculated at a rate equal to the Royal Bank of Canada's Prime Rate plus 1.5%;
- (d) enforce the surety bonds delivered pursuant to Section 14.1 in accordance with Section 14.1;
- (e) exercise its rights under the ISP Guarantee; and
- (f) any other remedy available to SWIFT at law or under any other provision of this Agreement.

- 9.3.2** If ISP declares that a SWIFT Event of Default has occurred, and SWIFT has not rectified the default as required in Section 9.2, ISP may exercise any of the following remedies, which the Parties hereby acknowledge are fair and reasonable:

- (a) suspend any further work in respect of the Project; or
- (b) terminate this Agreement.

9.4 Non-Waiver

Any tolerance or indulgence demonstrated by one Party to the other, or any partial or limited exercise of rights conferred on a Party, shall not constitute a waiver of rights, and unless expressly waived in writing, both Parties shall be entitled to exercise any right and seek any remedy available under this Agreement or otherwise at law. Either Party may, by notice in writing, waive any of its rights under this Agreement.

9.5 Non-Compliance

Without prejudice to SWIFT's right to exercise any remedy available at law or pursuant to this Agreement as a result of a default on the part of ISP, where an audit of ISP reveals elements of non-compliance with the terms and conditions of this Agreement, or if ISP denies access to documents, records or premises for purposes of any audit carried out under Section 4.4.2, Section 10 or Section 11.2, or fails to provide the necessary cooperation or assistance to conduct an audit, ISP may be required to develop and provide SWIFT with a plan of corrective action within 15 Business Days of receiving notice of non-compliance. Such plan must outline procedures to enact corrective measures that are acceptable to SWIFT and must be accompanied by a written undertaking on the part of ISP to implement the plan.

10. AUDIT AND EVALUATION

10.1 Audit

ISP acknowledges that SWIFT, Canada and the Province may conduct periodic audits of its compliance with the terms and conditions of this Agreement. ISP will, at its own expense, preserve and make available for audit and examination by SWIFT, Canada and the Province all books, accounts and records of the Project, ISP's administrative, financial and Payment Application processes and procedures, and any other information necessary to ensure compliance with the terms and conditions of this Agreement. SWIFT, Canada and the Province will have the right to conduct such audits at their expense as SWIFT, Canada and the Province considers necessary using internal audit staff or auditors selected by SWIFT, Canada or the Province. Where ISP contracts with Third Parties in respect of the Project and claims any amount paid or payable under such contracts as an Eligible Cost, ISP will use reasonable efforts to make the necessary contractual arrangements with such Third Parties to provide SWIFT, Canada and the Province with similar audit rights in respect of those Third Parties.

10.2 Auditor General Rights

ISP acknowledges that SWIFT and the Project are subject to audit rights of the Province and Canada, including rights of the Auditors General of the Province and Canada, and information provided by ISP to SWIFT hereunder may be disclosed by SWIFT to the Province and Canada and may be subject to disclosure pursuant to, and in accordance with, applicable freedom of information legislation and other Requirements of Law.

11. INFORMATION MANAGEMENT, RETENTION AND ACCESS

11.1 Records Retention and Access

ISP shall keep and maintain the following for a period of seven years after the later of (i) the year the relevant document or record was produced and (ii) June 30, 2021:

- (a) all financial records, including invoices, books of account and other records in which all receipts, disbursements, costs and activities relating to the Project are recorded in a segregated fashion which demonstrates the application of the Contribution and is consistent with the generally acceptable accounting principles used in Canada;
- (b) all non-financial documents and records relating to the Project in a manner consistent with all Requirements of Law.

ISP shall promptly provide to SWIFT with any of the above upon request. ISP shall establish and maintain sound financial and management practices that will ensure the Contribution is expended in accordance with the terms of this Agreement.

11.2 Access to Premises

ISP acknowledges and agrees SWIFT, Canada, the Province, their respective authorized representatives or an independent auditor identified by SWIFT, Canada or the Province may, at its own expense, upon 24 hours' notice to ISP during normal business hours, enter ISP's premises, the premises of any Third Parties, and any premises where the Project is being carried out to review the progress of the Project, ISP's allocation and expenditures of the Contribution and ISP's compliance with the terms and conditions of this Agreement. For these purposes, SWIFT, Canada or the Province, their respective authorized representatives or an independent auditor identified by SWIFT, Canada or the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in Section 11.1 of this Agreement;
- (b) remove any copies made pursuant to Section 11.2(a) from ISP's premises; and
- (c) conduct an audit or investigation of ISP in respect of the Contribution, the Project or both.

11.3 Disclosure

To assist in respect of the rights set out under Section 11.2, ISP will disclose, or cause any ISP personnel to disclose, any information requested by SWIFT, Canada and the Province in respect of the Contribution, the Project and/or the Project Assets and will do so, or cause any ISP personnel to do so, in the form requested by SWIFT, Canada or the Province, as the case may be.

11.4 Confidentiality

Subject to Section 10.2, the Parties shall keep confidential and shall not disclose the contents of this Agreement or the transactions contemplated hereby, without the consent of all Parties. Notwithstanding the foregoing, SWIFT may publicly disclose ISP's name, the amount of the Contribution, a description of the nature of the Project, the date and value of this Agreement or any subsequent amendment, amounts advanced or paid and the capacity and rates available for Broadband Service as set out in Schedule A. Notwithstanding the foregoing, ISP may publicly disclose that it is a party to this Agreement and a description of the nature of the Project.

Notwithstanding the above, ISP waives any confidentiality rights to the extent such rights would impede SWIFT from disclosing any information with Canada and the Province.

11.5 Financing and Subcontracting

SWIFT hereby consents to ISP disclosing this Agreement, and any portion or summary thereof, for any of the following purposes:

- (a) securing additional funding; or
- (b) pursuant to Section 10.1 of this Agreement, ensuring that all agents, contractors and subcontractors of ISP agree to provide SWIFT, Canada and the Province with access to their records and premises.

12. COMMUNICATIONS

12.1 Public Information and Announcements

ISP agrees to public announcements by or on behalf of SWIFT relating to this Agreement and the Project. SWIFT will inform ISP of the date on which the public announcement is to be made and ISP will not make a public announcement of this Agreement until such date.

ISP shall not make any formal public announcement relating to this Agreement or the Project, without first obtaining the approval of SWIFT, and providing reasonable advance notice to SWIFT to facilitate the possible attendance of government representatives at those announcements.

ISP shall provide SWIFT with drafts of, and an opportunity to comment on, all (i) news releases, (ii) backgrounders, (iii) web copy and (iv) other public-facing materials, in each case relating to the Project. ISP shall provide SWIFT with a final copy of each such document at least 10 Business Days prior to announcement or release.

Nothing in this Section 12.1 shall be interpreted as preventing the fulfillment, where applicable, by ISP of its reporting obligations under applicable securities laws.

12.2 Events

All Project-related milestone events, such as ground-breaking and ribbon-cutting ceremonies, will be organized in cooperation with ISP, SWIFT, the Province and Canada. ISP shall give at least 15 Business Days' notice to SWIFT of any events or ceremonies relating to this Agreement or the Project and will coordinate a mutually agreeable venue, date and time for the event in light of

SWIFT, the Province and Canada's availability. ISP may invite other elected officials as well as other local interested persons, such as contractors, architects, labour groups and community leaders, provided ISP consults with SWIFT, the Province and Canada before inviting such persons. ISP will ensure that federal, provincial and municipal flags are on display at any event for the Project.

All written communications, such as public service announcements and posters, will indicate that the Project received funds from the Province and Canada under the "Building Canada Fund – Small Communities Fund". SWIFT, the Province and Canada shall approve all final copies of any written communications for events.

12.3 Media Protocol

Neither Party will speak on behalf of the other, and instead, direct media to the other Party's appropriate point person. Each Party will handle media calls related to their respective responsibilities through their normal internal processes.

Each Party will notify the other of any media calls related to contentious issues or interviews related to the Project in the same Business Day. Prior to responding to any call regarding a contentious issue, the Party will provide the following information to the other Party:

- date and time of call;
- reporter's name and contact information;
- name of publication or media outlet;
- nature of the request;
- key messages to be communicated to media; and
- reporter's deadline.

13. REPRESENTATIONS, WARRANTIES AND ADDITIONAL COVENANTS

13.1 Representations and Warranties

13.1.1 ISP represents and warrants that:

- (a) it has not paid, nor agreed to pay nor will it pay or agree to pay to any person, either directly or indirectly, a commission, fee or other consideration that is contingent upon the execution of this Agreement, or upon the person arranging a meeting with a public office holder;
- (b) it is duly incorporated and in good standing under the laws of the Province/Territory of Canada corporations statute and is in good standing under the laws of each jurisdiction in which it is required to be registered;
- (c) ISP is competent to perform its obligations under this Agreement and has the necessary qualifications, including knowledge, skill, know-how and expertise, and the ability to use them effectively;
- (d) entering into, delivery and performance of this Agreement, and its execution by the undersigned signatory, have been duly and validly authorized and when executed and delivered, this Agreement will constitute a legal, valid, and binding obligation of ISP enforceable in accordance with its terms;

- (e) the execution and delivery of this Agreement, and the performance by ISP of its obligations hereunder will not, with or without the giving of notice or the passage of time or both:
 - (i) violate any provisions of ISP's by-laws, any other governance document applicable to ISP, or any resolution of ISP;
 - (ii) violate any judgment, decree, order or award of any court, government agency, regulatory authority or arbitrator; or
 - (iii) conflict with or result in the breach or termination of any material term or provision of, or constitute a default under, or cause any acceleration under, any license, permit, concession, franchise, indenture, mortgage, lease, equipment lease, contract, permit, deed of trust or any other instrument or agreement by which it is bound;
- (f) it is under no obligation or prohibition, nor is it subject to or threatened by any actions, suits or proceedings which could or would prevent compliance with this Agreement;
- (g) it has acquired insurance, including property and general liability insurance, of a quantum and type, a reasonable and prudent person undertaking a project of the size and scope of the Project would have in place;
- (h) without limiting the generality of Section 13.1.1(g), it has acquired environmental liability insurance of a quantum and type, a reasonable and prudent person undertaking a project of the size and scope of the Project would have in place;
- (i) it has added the Indemnified Parties as additional insureds to the insurance policies referred to in Section 13.1.1(g) and Section 13.1.1(h) with respect to liability arising in the course or performance of ISP's obligations under, or otherwise in connection with, the Project or under this Agreement.

13.1.2 ISP acknowledges that the representations and warranties in this section are fundamental terms of this Agreement. In the event that a representation and warranty is determined to be untrue or incorrect at the time that it was made, SWIFT may exercise the remedies set out in Section 9.3.

13.1.3 SWIFT represents and warrants that:

- (a) it is duly incorporated and in good standing under the laws of Canada and is in good standing under the laws of each jurisdiction in which it is required to be registered;
- (b) entering into, delivery and performance of this Agreement, and its execution by the undersigned signatory, have been duly and validly authorized and when executed and delivered, this Agreement will constitute a legal, valid and binding obligation of SWIFT enforceable in accordance with its terms;

- (c) the execution and delivery of this Agreement, and the performance by SWIFT of its obligations hereunder will not, with or without the giving of notice or the passage of time or both:
 - (i) violate any provisions of SWIFT's by-laws, any other governance document applicable to SWIFT, or any resolution of SWIFT; or
 - (ii) violate any judgment, decree, order or award of any court, government agency, regulatory authority or arbitrator; and
- (d) it is under no obligation or prohibition, nor is it subject to or threatened by any actions, suits or proceedings which could or would prevent compliance with this Agreement.

13.2 Additional Covenants

In addition to its other covenants and obligations in this Agreement, ISP covenants and agrees to:

- (a) take all necessary action to maintain itself in good standing with respect to all legal requirements necessary to hold property, and to perform the Project and all obligations under this Agreement, and to preserve its legal capacity, during the term of this Agreement;
- (b) maintain the insurance contemplated by Section 13.1.1(g) and Section 13.1.1(h) and maintain the Indemnified Parties as additional insureds to such insurance in accordance with Section 13.1.1(i) during the term of this Agreement;
- (c) provide SWIFT with certificates of insurance confirming that ISP is in compliance with Section 13.2(b);
- (d) advise SWIFT forthwith of the occurrence during the term of this Agreement of any actions, suits or proceedings which could or would prevent compliance with this Agreement;
- (e) comply with all Requirements of Law;
- (f) without limiting the generality of paragraph (e), maintain and comply with all Permits required or appropriate to conduct the Project and provide the Broadband Service from the Project Completion Date to the Expiry Date;
- (g) withhold from each sub-contractor any applicable holdbacks required under the Construction Act and deal with such holdbacks in accordance with the Construction Act;
- (h) as a condition of final payment under any sub-contract for which lien rights or rights in respect of the holdback may be claimed under the Construction Act, require that a certificate of completion under Section 33(1) of the Construction Act for such sub-contract be issued and the relevant sub-contractor provide statutory

declarations or other assurances confirming that all those engaged by the sub-contractor have been paid in accordance with all Requirements of Law;

- (i) follow the requirements of the Construction Act and Good Industry Practice for posting and advertising certificates of completion when issued;
- (j) promptly provide SWIFT with a copy of any materials which may reasonably be requested by SWIFT to evidence compliance with the Construction Act;
- (k) immediately take all steps necessary to terminate, remove, vacate or discharge any claims for lien made against the Project and/or the CLA Holdback pursuant to the Construction Act; and
- (l) indemnify each Indemnified Person on demand from any damages, costs, claims and expenses of any kind, including actual costs of legal services and any amounts paid by any Indemnified Person to any lien claimant pursuant to the Construction Act, arising from any claim for lien made in respect of the Project.

13.3 Material Change

ISP shall not make a Material Change without the prior written consent of SWIFT. Notice of a Material Change must be delivered promptly to SWIFT and in no event later than 15 Business Days prior to the proposed Material Change.

14. PERFORMANCE SECURITY

14.1 Surety Bonds

Concurrently with the execution of this Agreement, ISP will deliver (or cause to be delivered) to SWIFT, and will thereafter maintain, the following, in each case naming SWIFT as the "owner":

- (a) a performance bond in form and substance satisfactory to SWIFT, acting reasonably, in an amount equal to 50% of the Maximum Contribution; and
- (b) a labour and material payment bond in form and substance satisfactory to SWIFT, acting reasonably, in an amount equal to 50% of the Maximum Contribution.

SWIFT may make claims under such surety bonds in accordance with their respective terms.

15. INDEMNIFICATION AND LIMITATION OF LIABILITY

15.1 Indemnification

ISP hereby agrees to indemnify and hold harmless the Indemnified Persons from and against any and all direct and indirect liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with this Agreement, unless solely caused by an act or omission of the Indemnified Person.

15.2 Liability

SWIFT shall have no liability under this Agreement except for payments of the Contribution in accordance with and subject to the provisions of this Agreement. Without limiting the generality of the foregoing, the Indemnified Parties shall not be liable for any direct, indirect, general, compensatory, incidental, special or consequential damages, or damages for loss of use, revenues or profits of ISP or ISP's officers, servants, employees and agents regardless of however arising, whether in contract, tort, fiduciary duty, statute or otherwise.

15.3 Settlement

ISP will not enter into a settlement of any proceeding against any Indemnified Persons unless ISP has obtained prior written approval of SWIFT and the Province.

16. GENERAL PROVISIONS

16.1 Transfer and Assignment

ISP will not transfer or assign this Agreement or any part thereof, or its rights, duties or obligations under this Agreement, without the prior written consent of SWIFT and without a written irrevocable undertaking, representation and warranty from the transferee or assignee, as the case may be, in which the transferee or assignee agrees to comply with all terms and conditions of this Agreement. Any attempt by ISP to transfer or assign any part of this Agreement, or the rights, duties or obligations of this Agreement, without SWIFT's express written consent is void. Notwithstanding the foregoing, ISP may transfer or assign this Agreement to an affiliate, provided that (i) such affiliate delivers to SWIFT, in a form and substance satisfactory to SWIFT, acting reasonably, a written irrevocable undertaking, representation and warranty in which the affiliate agrees to comply with all terms and conditions of this Agreement and (ii) ISP agrees to indemnify SWIFT, in a form and substance satisfactory to SWIFT, acting reasonably, for any and all breaches by such affiliate of its obligations under this Agreement.

16.2 Dispute Resolution

If a Dispute arises concerning the application or interpretation of this Agreement (including any disputes arising out of Payment Applications and any review or audit thereof), the Parties will attempt to resolve the matter through good faith negotiation, and may, if necessary and the Parties consent in writing, resolve the matter through mediation by a mutually acceptable mediator. Failing resolution of the Dispute through negotiation or mediation, either Party may submit the Dispute to arbitration in accordance with the *Arbitration Act* (Ontario), and all regulations made pursuant to that Act. Pending resolution, all payments and other obligations related to the issue in Dispute will be suspended.

16.3 Project Assets

- (a) SWIFT shall retain a 51% ownership interest in any new assets purchased or any assets that were upgraded, modified, rehabilitated or altered in any other way with the Contribution ("Project Assets") for seven years following the Project Completion Date.

- (b) Subject to Section 16.3(e), for so long as SWIFT retains an ownership interest in the Project Assets SWIFT hereby grants to ISP, an exclusive right of use in and to the Project Assets (to the extent of SWIFT's ownership interest therein) for purposes of providing Broadband Service. During such period, unless otherwise specifically permitted herein, SWIFT shall not in any way interfere with ISP's full and free permitted use of the Project Assets and all rights, benefits and entitlements in connection therewith and will not otherwise encumber in any way ISP's use of said Project Assets. Parties acknowledge and agree that SWIFT shall have a full and undivided ownership interest free and clear of all liens and other encumbrances in the Project Assets (to the extent of SWIFT's ownership therein), other than ISP's rights pursuant to this Section 16.3(b).
- (c) On the date, which is seven years after the Project Completion Date, ISP shall purchase SWIFT's interest in the Project Assets subject to the following terms:
 - (i) the purchase price for SWIFT's interest in the Project Assets shall be \$1.00;
 - (ii) the sale shall be effected by way of a simple bill of sale on an "as is, where is" basis and "with all faults";
 - (iii) SWIFT shall represent and warrant to ISP that SWIFT's interest in the Project Assets is free and clear of any encumbrances arising through, or created by, SWIFT; and
 - (iv) except for the representation and warranty described in Section 16.3(c)(iii), SWIFT shall not make, and shall expressly disclaim any representation or warranty (express or implied) of any kind whatsoever in relation to its interest in the Project Assets.
- (d) ISP shall preserve and maintain the Project Assets and shall not sell, transfer or dispose of them, unless:
 - (i) ISP has obtained the prior written consent of SWIFT, on such conditions as SWIFT may determine;
 - (ii) the Project Asset was acquired at a cost less than \$1,000; or
 - (iii) the Project Asset is worn or outdated and is sold, transferred or disposed of in order to be replaced and the proceeds of sale of the Project Asset are used for the acquisition of the replacement.
- (e) In the event that this Agreement is terminated in connection with an ISP Event of Default pursuant to Section 9.3.1(b), without limiting any amounts owing from the ISP to SWIFT pursuant to Sections 4.8 or 9.3.1(c), ISP's irrevocable right of use of the Project Assets pursuant to Section 16.3(b) shall terminate immediately and ISP shall purchase SWIFT's interest in any Project Assets existing at the time of such termination subject to the following terms:

- (i) the purchase price for SWIFT's interest in the Project Assets shall be the net present value (discounted at a rate equal to the Bank of Canada 7 Year Bond Yield) of the Broadband Development Fund Payments over the period beginning on the date of termination and ending on the Expiry Date;
- (ii) the sale shall be effected by way of a simple bill of sale on an "as is, where is" basis and "with all faults";
- (iii) SWIFT shall represent and warrant to ISP that SWIFT's interest in the Project Assets is free and clear of any encumbrances arising through, or created by, SWIFT; and
- (iv) except for the representation and warranty described in Section 16.3(c)(iii), SWIFT shall not make, and shall expressly disclaim any representation or warranty (express or implied) of any kind whatsoever in relation to its interest in the Project Assets.

16.4 Binding Effect

This Agreement is binding upon the Parties, their successors and permitted assigns.

16.5 Amendment

No amendment to this Agreement shall be effective unless it is made in writing and signed by the Parties hereto.

16.6 No Agency

No provision of this Agreement or action by the Parties will establish or be deemed to establish any partnership, joint venture, principal-agent or employer-employee relationship in any way, or for any purpose, between SWIFT and ISP, or between SWIFT and any Third Party. ISP is not in any way authorized to make a promise, agreement or contract or to incur any liability on behalf of SWIFT, nor shall SWIFT make a promise, agreement or contract or incur any liability on behalf of ISP.

16.7 Severability

If any provision of this Agreement is held to be invalid, unenforceable or illegal to any extent, such provision may be severed, and such invalidity, unenforceability or illegality will not prejudice or affect the validity, enforceability and legality of the remaining provisions of this Agreement. If any such provision of this Agreement is held to be invalid, unenforceable or illegal, the Parties will promptly endeavor in good faith to negotiate new provisions to eliminate such invalidity, unenforceability or illegality and to restore this Agreement as nearly as possible to its original intent and effect.

16.8 Tax

ISP acknowledges that financial assistance from government programs may have tax implications for its organization and that advice should be obtained from a qualified tax professional.

16.9 Notice

Any notice, information or document permitted or required to be given under this Agreement may be delivered or sent by any pre-paid method, including regular or registered mail, courier, facsimile or email. Notice will be considered as received upon delivery by the courier, or one Business Day after being sent by facsimile or email, or 5 Business Days after mailing. A Party may change its address below by notifying the other Party in writing.

Any notice to SWIFT shall be sent to:

Southwest Integrated Fibre Technology Inc.

Attn: Barry Field

Email: barry.field@swiftruralbroadband.ca

789 Broadway St.
Box 3000
Wyoming, ON N0N 1T0

Any notice to ISP shall be sent to the address specified in the Project Data Sheet.

16.10 Applicable Laws

This Agreement will be interpreted in accordance with the laws and regulations of Canada and of the Province of Ontario and the Parties attorn to the exclusive jurisdiction of the Province of Ontario in the case of a Dispute hereunder.

16.11 Intellectual Property

Title to any intellectual property created solely by ISP as part of or in respect of the Project shall vest with ISP.

16.12 Counterparts

This Agreement may be signed in counterparts and such counterparts may be delivered by facsimile or by other acceptable electronic transmission, each of which when executed and delivered shall constitute an original document; these counterparts taken together shall constitute one and the same Agreement.

17. SIGNATURES

This Agreement has been executed on behalf of SWIFT and ISP as of the date(s) indicated below:

**SOUTHWESTERN INTEGRATED FIBRE
TECHNOLOGY INC.**

EHITEL NETWORKS INC.

Signed by:

Signed by:

Board Chair

CEO/President

Name: David Mayberry

Name: Antonius Peeters

Date:

Date:

I have the authority to bind the corporation.

Signed by:

Executive Director

Name: Barry Field

Date:

SCHEDULE A

STATEMENT OF WORK

1. ADDITIONAL ACRONYMS

Throughout this Schedule, the following acronyms will be used:

NEC – Niagara Escarpment Commission.

NVCA – Nottawasaga Conservation Authority.

ROW – Municipal or Provincial Right of Ways.

OSP – Outside Plant (in this proposal; outside fibre optic plant)

GPON – Gigabit Passive Optical Network

2. PROJECT DATA SHEET

This Project will:

have eligible costs totaling \$3,857,607 of which \$1,562,185 will be contributed by the ISP and \$2,295,423 will be contributed by SWIFT,

make wireline Broadband Service available to 649 premises at a monthly price of \$88.24,

make fixed wireless Broadband Service available to 0 premises at a monthly price of \$0,

construct 76.0 km of Fibre Route Segments and 59.7 Fibre Road KMs, of which 54.7 are Eligible Fibre Road KMs.

create 2 new POP(s), upgrade 1 POP(s), create 210 new POI(s) and upgrade 0 POI(s), of which 0 are Fixed Wireless Sites,

provide 0 Mbps Backhaul Service to the First Nations community of 0, and

make Broadband Service available to 0 First Nations premises in the First Nations communities of 0.

The Project shall be implemented in accordance with the following dates:

Effective Date:

Project Start Date: September 1, 2021

Target Project Completion Date: December 31, 2022

BDF Commencement Date: January 1, 2023

BDF Termination Date: December 31, 2029

Milestone #1: March 31, 2022

Milestone #2: November 30, 2022

Milestone #3: December 31, 2022

Additional Information:

Request for Proposal: SWF 20-03-001

Indemnified Persons: The Corporation of the County of Dufferin

ISP Guarantor: NA

Maximum SWIFT Contribution: \$2,295,423

Government Financial Support: NA

ISP Notices: EHTel Networks Inc.
392058 Grey Road 109, Holstein, ON, N0G 2A0
Antonius Peeters
tpeeters@ehtel.ca

3. BDF INVOICING AND AMOUNT SUMMARY

SWIFT will invoice the following Broadband Development Fund Payment amounts on the dates provided here;

End of Quarter (project completion): December 31, 2022

BDF Payment Table

Start of BDF Payments: January 1, 2023

Invoice Date	Amount	BDF Period	
		From	To
April 1, 2023	\$ 2,920.50	January 1, 2023	March 31, 2023
July 1, 2023	\$ 2,920.50	April 1, 2023	June 30, 2023
October 1, 2023	\$ 2,920.50	July 1, 2023	September 30, 2023
January 1, 2024	\$ 2,920.50	October 1, 2023	December 31, 2023
April 1, 2024	\$ 2,920.50	January 1, 2024	March 31, 2024
July 1, 2024	\$ 2,920.50	April 1, 2024	June 30, 2024
October 1, 2024	\$ 2,920.50	July 1, 2024	September 30, 2024
January 1, 2025	\$ 2,920.50	October 1, 2024	December 31, 2024
April 1, 2025	\$ 2,920.50	January 1, 2025	March 31, 2025
July 1, 2025	\$ 2,920.50	April 1, 2025	June 30, 2025
October 1, 2025	\$ 2,920.50	July 1, 2025	September 30, 2025
January 1, 2026	\$ 2,920.50	October 1, 2025	December 31, 2025
April 1, 2026	\$ 2,920.50	January 1, 2026	March 31, 2026
July 1, 2026	\$ 2,920.50	April 1, 2026	June 30, 2026
October 1, 2026	\$ 2,920.50	July 1, 2026	September 30, 2026
January 1, 2027	\$ 2,920.50	October 1, 2026	December 31, 2026
April 1, 2027	\$ 2,920.50	January 1, 2027	March 31, 2027
July 1, 2027	\$ 2,920.50	April 1, 2027	June 30, 2027
October 1, 2027	\$ 2,920.50	July 1, 2027	September 30, 2027
January 1, 2028	\$ 2,920.50	October 1, 2027	December 31, 2027
April 1, 2028	\$ 2,920.50	January 1, 2028	March 31, 2028
July 1, 2028	\$ 2,920.50	April 1, 2028	June 30, 2028
October 1, 2028	\$ 2,920.50	July 1, 2028	September 30, 2028
January 1, 2029	\$ 2,920.50	October 1, 2028	December 31, 2028
April 1, 2029	\$ 2,920.50	January 1, 2029	March 31, 2029
July 1, 2029	\$ 2,920.50	April 1, 2029	June 30, 2029
October 1, 2029	\$ 2,920.50	July 1, 2029	September 30, 2029
January 1, 2030	\$ 2,920.50	October 1, 2029	December 31, 2029
TOTAL BDF		\$ 81,774.00	

4. PROJECT IMPLEMENTATION

ISP will carry out the Project by completing all work and other related activities to establish the Project Sites and/or Fibre Route Segments and deploy all infrastructure, technologies and facilities described in this Schedule A (including all Annexes hereto) and on completion of the Project will operate and maintain the resulting network for a minimum of seven (7) years from the Project Completion Date.

5. BROADBAND SERVICE

ISP shall provide Broadband Service in accordance with all CRTC regulations and policies, including the CRTC Internet Traffic Management Protocol policies and regulations. The maximum price for the Broadband Service shall be not more than \$115 per month, exclusive of any applicable taxes. The Broadband Service must meet all minimum performance standards 95% of the time on a continuous basis, measured using accepted industry standard speed testing tools such as:

SamKnows <https://www.measuringbroadbandcanada.com/?lang=e>

CIRA <https://performance.cira.ca/>

Service Parameter	Minimum Performance Standard
Download Speed	50 Mb/s
Upload Speed	10 Mb/s
Latency (round trip)	Not greater than 50ms
Packet Loss	Not greater than 0.25%
Jitter	Not greater than 5ms

Performance objectives are based on measurement from the modem at the customer premises to a server located Off-Net at the Internet Exchange Point in a Canadian Tier 1 City during peak times (i.e. from 7 p.m. to 11 p.m. local time on weekdays). Performance objectives may be measured after the ISP has completed a separate evaluation, validated by both parties, that the measurements tested for will not be significantly impacted by factors extraneous to the ISP's network.

6. OPEN ACCESS

ISP shall provide Open Access, including Backhaul Service and connectivity to premises, to Project Sites, POPs and POIs to other service providers in a fair, transparent, timely and non-discriminatory manner. ISP shall ensure that the same terms and conditions which are applied to its own retail services, subsidiaries, affiliates or partners are applied to other service providers requesting access to Project Sites, POPs and POIs.

SWIFT may publicly disclose the Table of POPs and POIs in Annex A-1 of this Schedule A prior to the Project Completion Date. Proposals with wireline infrastructure must meet the following requirements regarding POIs:

Where road intersections are greater than 1 km apart from each other, a POI must be installed within 100 m of each road intersection along the wireline infrastructure route. A POI must be installed at least every 4 km along a linear wireline route. All fibre optic splice closures (FOSCs) must be designated as POIs.

This will allow other service providers, including fixed wireless operators, the opportunity to access the infrastructure in a cost-effective manner.

ISP agrees that:

it will make Open Access available at the capacity specified in the Table of POPs and POIs in Annex A-1 of this Schedule A for the duration of this Agreement.

it will ensure that sufficient network capacity will be available beyond that which ISP will use for data transmission on the ISP System to ensure scalability and to be able to accommodate any reasonable request for Backhaul Service and connectivity to premises from other service providers or clients;

Sufficient network capacity guidelines are presented in order to provide Open Access for so long as SWIFT has an ownership interest in the Project Assets. In situations where it is not economically feasible, or large incremental costs would be incurred to provide spare capacity, SWIFT is agreeable to alternative proposals to provide suitable capacity that would enable Open Access and/or will consider future capacity at less than the guideline level, with the appropriate supporting information supplied by the ISP to justify the design.

Network capacity guidelines:

50% capacity for fibre strands in the backbone and feeder portions of the network.

In the distribution/ last mile portion of the network the following guidelines are suggested:

Single dwelling residential / small business / farm premises: 10% spare capacity.

Multi-dwelling units (3 or more dwellings within the same premises): 50% spare capacity.

Large business/ industrial premises: 50% spare capacity.

50% spare capacity of radio tower infrastructure.

50% spare capacity of rack space, heating/cooling and power infrastructure in POP sites and Fixed Wireless Sites.

50% spare capacity of spare or active equipment ports on equipment used to provide backhaul or aggregation functionality in the network. Where it is subject to CRTC regulation, it will comply with the tariffs currently in place and any succeeding tariffs.

it will use open standard protocols and industry standard interfaces;

where applicable, will offer co-location services including access to and use of space, associated power, and environmental conditioning at Project Sites, POPs and POIs. Where ISP is subject to CRTC regulations, co-location tariffs will apply;

ANNEX A-1

DETAILED PROJECT DESCRIPTION

1. PROJECT OVERVIEW

1.1 Key Project Features

EH!tel Networks Inc. utilizes several technologies to enable cost effective deployments in a rural environment. EH!tel was an early adopter of "Micro Duct" and "Micro Fibre" deployments. This technology permits for significant savings in material and effort – simply due to less bulk material to handle.

GPON (Gigabit Passive Optical Network) was installed by our team for Saugeen First Nation in 2011. We continue to support Saugeen First Nation, and actively operate GPON technology in our current network. GPON is especially effective in rural deployments. The technology is currently being deployed for SWIFT's Wellington EHTEL_4 project. Our proposal utilizes a 1x8 splitter configuration, which permits up to 8 homes to be connected through a single fibre strand. A home connected to GPON will share a 2.4Gb.s download, and 1.2Gb.s upload, easily permitting service up to 1Gb.s per premise. Speeds are throttled accordingly to the package purchased. Technologies such as XG-PON and WDM-PON are on the horizon enabling up to 4 x the current GPON capacity.

The entire OSP (Outside Plant) is underground. The first benefit is visual impact – there virtually is no sign of the network except for Fibre Line markers. The second is maintenance, such as tree trimming, and pole line maintenance are eliminated. The third benefit is risk, the OSP is virtually immune to ice storms, windstorms, trees falling and vehicular impacts. Locates are still subject to OPEX, however it is minimal, and our management system has virtually automated the paperwork process.

The design enables fibre service to be expanded to every home within the "Logical Limit". This term is used by EH!tel's design team as a logical boundary for which a POP can service homes effectively with GPON technology. Factors include; distance (by way of roads), geological limitations (such as lakes and rivers), are considered to determine the "Logical Limit" of a POP.

EH!tel's proposal assures every premise passed has fibre to the CURB. This methodology prevents future permitting and construction requirements along the ROWs. Upon request for service, our team will:

A) Schedule DROP Installation.

Locates are requested, and a site meeting may be scheduled with the premise owner/agent to address potential concerns (such as septic systems or expansion plans). The drops are typically installed with our state of the art mini-quad-track vibratory plow at a depth of 12". A flat drop fibre with tracer wire is installed from the CURB at the ROW and coiled at an approved entry point at the premise. Surcharges may apply for lengths over 200 meters and/or for special requests, which are disclosed prior to installation.

B) Schedule SERVICE Installation.

A certified fibre optic technician will bring the fibre cable into the premise and terminate at the FPP (fibre patch panel). From the FPP a jumper cable connects the ONT (Optical Network Terminal). The ONT is provisioned with the services requested.

EH!tel Networks Inc. is co-owned with FibreXpress Network Builders Ltd. FibreXpress is EH!tel's construction and service extension. Both companies operate seamlessly through a shared ERP system yet are accountable for their perspective operations. This alleviates operator/contractor communication challenges. FibreXpress operates a fleet of trucks and has a full line of OSP (outside plant) construction equipment.

EH!tel has engaged with Packetworks. Their team implements EH!tel's core network. 10Gb wave lengths are provisioned through Bell/Rogers splice points, and aggregated at 151 Front Street. 151 Front is configured to enable redundant connections through upstream peering partners including TORIX.

EH!tel's access is provisioned through DHCP of Public IPv4 (dynamic or reservation). All equipment has the ability to implement IPv6, shall the demand or trends require.

For the past two years, EH!tel is partnered with Callture Inc. Callture has been around since 1997 and is EH!tel's VoIP provider, offering free LD and E911 services, including loads of features. Development is underway to integrate call logs with EH!tel's management systems, to enable the subscriber to log in to view their call history and set user preferences.

EH!tel has engaged with Packworks to offer their PacketTV. Packetworks will provision the subscribers through a VLAN terminated at the ONT.

EH!tel has engaged with Protector Security. Protector offers full line of alarm and video systems that can be directly connected to EH!tel's Network.

1.2 General Project Description

EH!tel has selected the Township of Mulmur and the Village of Horning's Mills for this proposal. Mulmur is an attractive setting for homeowners, as it has large tracts of forests, and drastic elevation changes with simply amazing views. It is of no surprise, the Niagara Escarpment Commission (NEC) regulates most of Mulmur to protect its natural beauty.

Horning's Mills is a historic village set on the Pine River. Several small subdivisions surround the village, attracted by its charming beauty offered by its trees, mill ponds, lakes and rivers.

This beauty is also the reason that its extremely challenging to serve, hence many parts of Mulmur are limited to satellite or very poor wireless or cellular services. Hornings Mills is suffering from an outdated copper plant that is difficult to replace.

These are reasons this area is under served. The forests pose wireless penetration challenges. Underground OSP poses its own challenges as bed rock is near the surface

in many areas. Adequate hydro poles are limited, and new poles and overhead lines invade the natural beauty. The NVCA and NEC pose additional permitting requirements, and the County of Dufferin has Surveying requirements that incur additional costs.

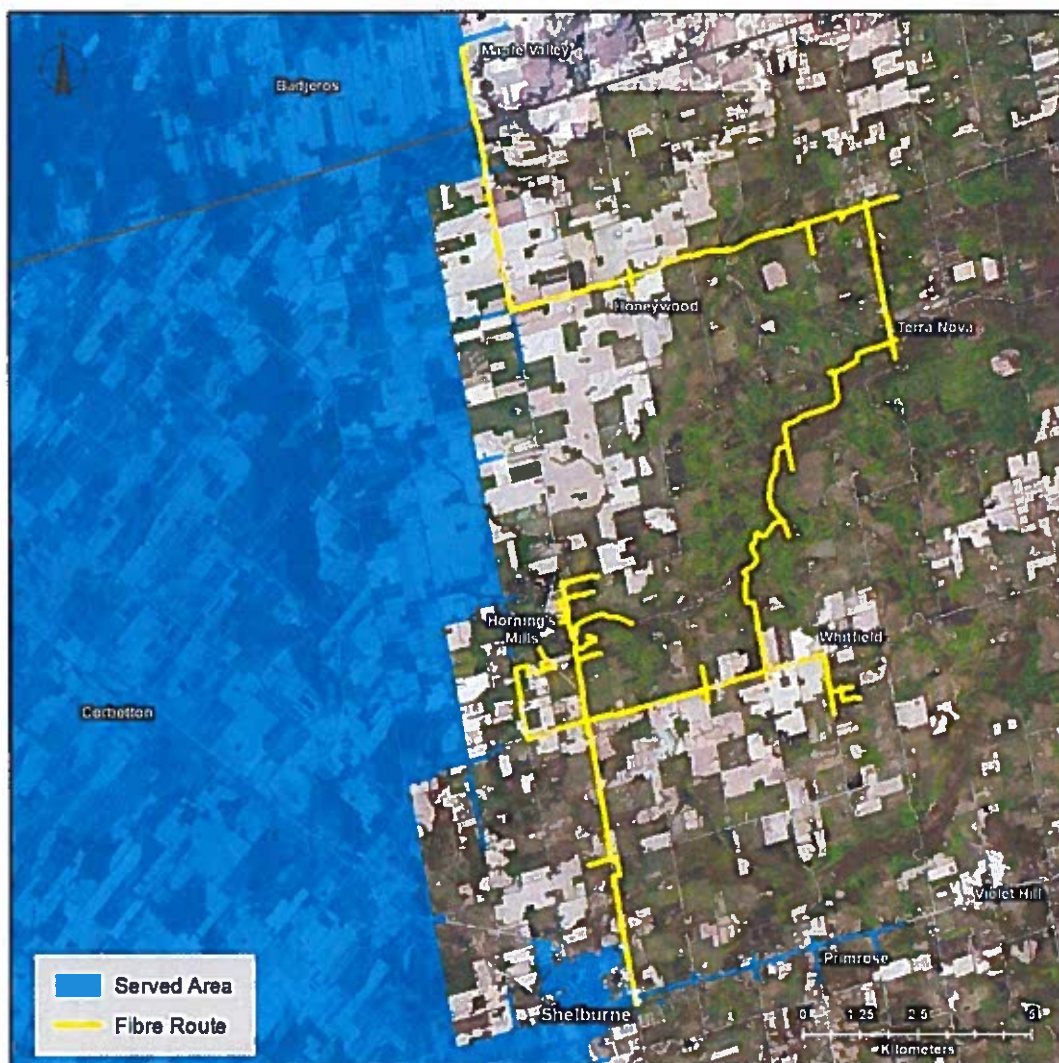
EH!tel's proposes a main fibre line through the heart of Mulmur Township, as any other means will sooner or later face limitations. With a new POP at the Mulmur's Administration office in Terra Nova, GPON will be able to serve nearly all the Township from its main lines including the village of Honeywood and Spring Lakes subdivision. Fibre to the Premise is proposed for all of Horning's Mills, and significant portions of Dufferin Roads 124, 21, 17 and 14.

EH!tel's proposal includes funding of in-eligible costs to assure all premises passed, have fibre to the CURB, which means all the homes along the way will be ready for service without requiring permits or construction at the ROW.

Redundancy is increased through two separate upstream connections. The proposed Mulmur POP requires a 5km "Served Area" build through Melancthon to EH!tel's existing "Badjeros POP" at County Roads 124 and 9. The "Badjeros POP" is connected to EH!tel's "Dundalk POP". The "Dundalk POP" is connected to 151 Front Street through Bell fibre. A new POP in Shelburne to provision Horning's Mills, requires a 700meter "Served Area" build through the Town of Shelburne (to connect to Rogers splice point). Both networks meet up at Whitfield, the junction of Prince of Whales Road and Dufferin Road 17.

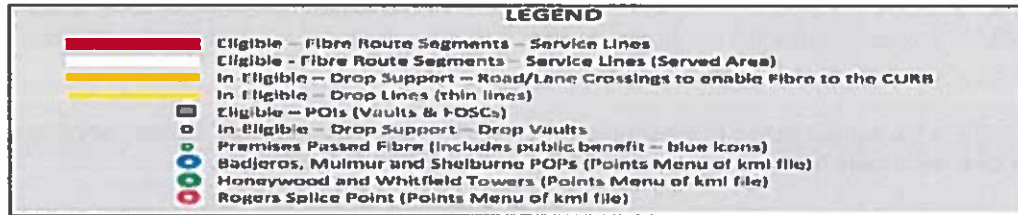
This design will provide redundancy for the Shelburne, Mulmur, Badjeros, and Dundalk POPs, as well as Vianet towers in Honeywood and Whitfield. Vianet will have the option to connect to fibre to improve surrounding wireless service to the surrounding agricultural community.

1.3 Geographic Overview Map

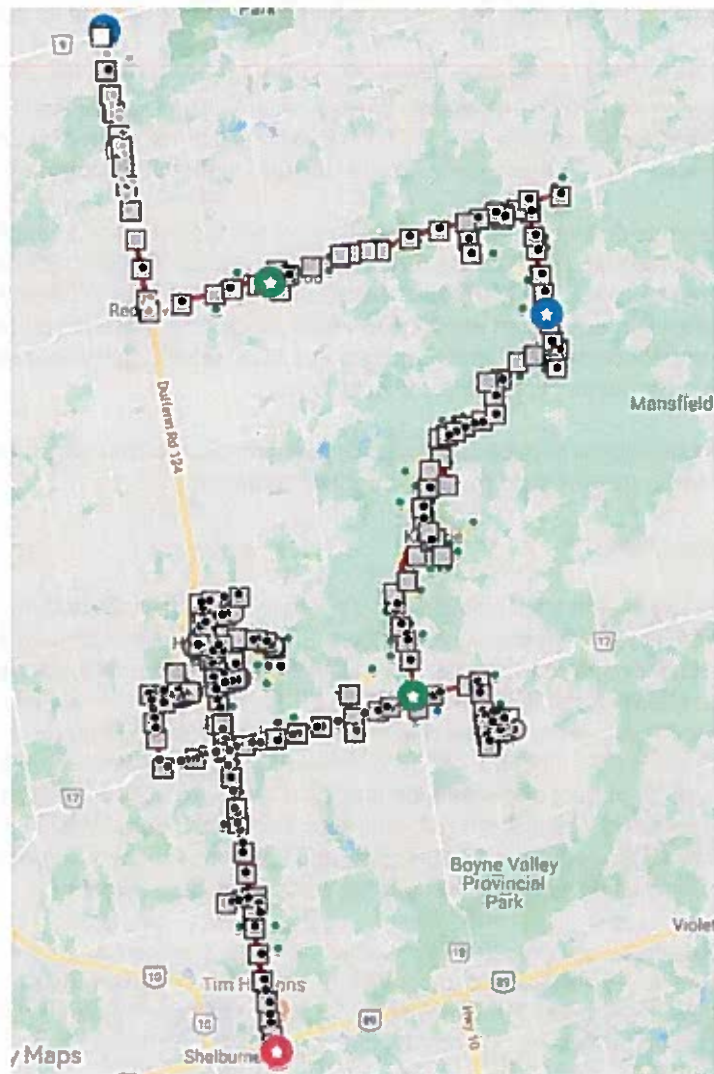


2. TECHNOLOGICAL SOLUTION

2.1 Logical Network Diagram



Overview Diagram



3. NETWORK DESCRIPTION

- Network Architecture

Internet access originates at 151 Front Street through BGP to various peering partners including TORIX. Third party gateways connect the POPs to 151 Front Street via 10Gb.s wave lengths, typically through Rogers or Bell.

The POP is the control centre of the proposed EH!tel fibre plant. Every drop, splitter, backhaul fibre, and third-party gateway aggregate at a POP.

Power backup systems at the POP help assure a constant flow of electricity to the various appliances required to provision the service. Support systems such as Wifi, Cyber Power Web Power Controllers, Security cameras, help manage and secure the POP and its contents.

Switching manage the traffic flow between the devices. Routers segregate the various IP blocks and provision service through DHCP (dynamic or reservation). The OLT (optical line terminals) are the "access points" for the service. Each OLT has 8 GPON ports, each of which provisions a splitter installed within a FOSCs (Fibre Optic Splice Closure) in the OSP (outside fibre plant).

Fibre optic line segments connect the FOSCs in a daisy chain fashion back to the POP. The lines are protected in ducts and the FOSCs are protected in vaults. Each FOSC has a schematic of all applicable fibre lines, drops and splitters. FOSCs are referred to as POIs in this proposal, since fibres may be added, distributed or modified within a FOSC to provision current or future access, additions or extensions. All fibres terminate at a fibre patch panel within the POP, permitting for quick cross connections shall the need occur.

EH!tel will provision services with public IPv4, hence avoiding double NAT which can be problematic for gamers, security systems and other home devices.

- Technologies Used

POPs consists of a 10ft by 10ft steel clad insulated shelter with 8ft ceilings and metal door. The interior consists of bright white Trusscore vinyl panels. The shelter is installed on a 10ft x 14ft floating pad (4ft x 10ft for generator), with a vault built into the floor to neatly manage OSP cables. Three 19" racks are installed, the first is dedicated to FPPs, the second for EH!tel equipment, and the third for Open Access. A key pad lock with multiple access codes will permit access for EH!tel as well as Open Access Tenants. An IP connected security camera at the entrance and inside will log any activity in front and within the shelter. Heat build up is exhausted through a fan/thermostat. EH!tel selects equipment with operating temperatures between 0 and 40C, therefore significantly reducing power consumption, and emissions to the environment. EH!tel will only install air conditioning system if required by an Open Access Tenant.

Routing within the network will utilize a combination of standards based protocols including OSPF and BGP. Routing will be handled through Cisco ASR920 enabling wire-speed routing performance with packet processing. Cisco ASR920 Aggregation Services Router: OSPF, BGP, DHCP, BFD and MPLS Labels

All customers will be configured on routed segments utilizing DHCP (Dynamic or reservation) and each segment will forward DHCP requests to a HA pair of ISC KEA DHCP servers (<https://www.isc.org/kea/>) so that both IPv4 and IPv6 requests can be easily handled and

supported at the same time. Utilizing a combination of DHCP option 82, MAC restrictions, and other functions customers will have one IPv4 device per circuit / edge device by default, but for IPv6 residential customers will receive a /56 and business customers will receive a /48 as per ARINs current IPv6 guidelines for ISPs. All links between routed devices that are visible to customers will utilize one of three possible IPv6 subnet sizes (/64, /126 or /127 based on hardware support), or for IPv4 a /31 subnet (based on RFC3021). All backend management routing will be done using IPv6 /64s, and IPv4 /29s (utilizing address space from RFC6598 & RFC1918).

MPLS labels will be used to provide for end to end network segmentation of the management traffic and to also allow for functions such as EoMPLS, and the hand off of EVPL, EPL or ELINE based circuits based on MEF1/2/3 standards. Third parties requiring these services will be handled directly on the Cisco ASR920 series routers which will connect back to P/PE layer-3 switches capable of supporting MPLS labels.

External eBGP routing to the transit providers and TORIX is handled on a pair of dedicated bare metal servers running a customized Linux distribution that uses FRR to handle IPv4 and IPv6 eBGP connections enabling full-table best path routing, and the flexibility of SDN in the future for interconnections with third parties.

Switching is handled through Ubiquiti ES-16-XG Switches and Ubiquiti EdgeSwitch-48-500. The Ubiquiti ES-16-XG have 12 x 10Gb.s SFP+ ports and 4 x 10Gb.s RJ45 ports. The EdgeSwitch offers the forwarding capacity to simultaneously process traffic on all ports at line rate without any packet loss. For its total, non-blocking throughput, the EdgeSwitch supports up to 160 Gbps. The EdgeSwitch-48 has two 10Gb.s uplink SFP+ ports, and 48 1Gb.s Ethernet Ports. The EdgeSwitch Lite supports and extensive suite of advanced Layer-2 switching features and protocols, and provides Layer-3 routing capability. This switch will be utilized for various POP and network support components.

PRTG Network Monitor node is hosted on a Dell SFF 1U R310 chassis with 4 x 3.5 inch drive bays, 1 x 4 core Intel cpu, 2 x 200 GB HDD, 6 Gbps RAID Controller, 8 GB DDR3 ECC RAM, Gig Network Card. The PRTG Network Monitor is an agentless network monitoring software from Paessler AG. It can monitor and classify system conditions like bandwidth usage or uptime and collect statistics from miscellaneous hosts as switches, routers, servers and other devices and applications.

Power Systems. A 100amp Service, with a 100amp automatic Generac Transfer Switch provisions the power within the POP. In the event of utility power interruption, the Generac 7011 10KW generator will automatically kick in within 1 minute. An APC 3000 rack mount Smart UPS prevents service interruptions during the transfer process. Additional UPS units may be installed and can be supported with this generator. An Ubiquiti Air-Cube with static IP is used as an alarm trigger to notify EH!tel's NOC of a utility failure. It also provisions wifi access for service technicians. Two CyberPower PDU41001 Power controllers enable remote power cycle or turn on/off the connected devices. This 1U unit doubles as a power bar, a significant benefit for cable management. All these systems are IP capable, and are connected via Cat5 cables to the EdgeSwitch-48.

GPON service is provisioned through Ubiquiti's UFiber-OLT-8, which has two 10Gb.s uplinks SFP's, one 1Gb.s Management port, and 8 GPON SFP ports capable of 2.4Gb.s down, and 1.2Gb.s up. GPON B+ SFP which have a range of 20km (before loss). Based on 13km fibre (furthest home in proposal), 1x8 splitters, connectors, and splices, a healthy fade margin of 11db is maintained. Service is provisioned and throttled through an Ubiquiti ONT installed at the Premise. The platform is simple to manage and integrate. EH!tel has worked with GPON since

it's inception and deployed several of Ubiquiti's OLTs and ONTs in 2018. These units have proved themselves to be the best value by far.

FPPs (Fibre Patch Panels) are installed on 19" racks within the POP. EH!tel has standardized on Multilink 19" 3U x 144 port FPP using SC/APC bulkheads. Patch cables will be installed from the applicable ports of the FPP to the applicable port of the OLT or Switch. Each Patch Panel is assigned a Code consisting of a 3 character location, and 3 character destination. Each port is assigned destination (Vault/POI ID, Splitter, Fire #, remote FPP port). EH!tel's management system automatically tracks and calculates distances/routes and semi-completes schematics to track each port and fibre strand.

Ducts. Duraline introduced Micro Ducts through their "Future Path" line. Other duct manufacturers are introducing their own Micro Duct systems, and there is a good probability that these will be available for this project. EH!tel has standardized on the 14/10 micro duct, using 1WAY, 2WAY, 3WAY, 4WAY and 7WAY configurations. 1.25" SDR13.5 is still utilized for road crossings or in segments where multiple fibre cables may be installed. Splice connectors and caps are easy to install and are re-usable. A 10mm ID will support up to a 144 micro fibre cable.

Fibre Cables. In the past Corning fibre was the only trusted glass manufacturer, however times have changed, and there are numerous manufacturers of quality fibre cables. Currently EH!tel has approved Taihan, Superior Essex, YOFC, Sumitomo for blowable fibre cables. EH!tel uses Single Mode fibre that meets or exceeds ITU-T G652D. Fibres are blown in with high pressure compressor at 210lbs, and a special injector coupled to the conduit. All fibres installed are tested with OTDR through a Certified Fibre Optic technician. For this project 24, 48, 96, and 144 Count cables are proposed.

Vaults. Unless specifically requested otherwise by Municipal engineers, EH!tel has proposed proposes 2 sizes of vaults for this project. The 24W x 36L x 18D (in) are the most common and offer plenty of room for cable coils and FOSC. The 13W x 24L x 18D (in) are used for access which may not contain a FOSC, however do contain fibre coils to permit the addition of a future FOSC. The coil is also an added layer of insurance should a fibre be dug up and damaged, slack can be pulled to assist splicing repair options. All vaults proposed are manufactured from polymer concrete with a minimum Tier 15 weight rating.

FOSCs. There are two FOSC sizes proposed, Multilink 4000D used for 96 and 144 count fibre, and the Multilink 4048 for 48 and 24 count fibre. Multilink FOSCs offer a multitude of accessories such as grommets and cable trays. Splitters are typically assigned a designated tray for ease of management. Fibre schematics are designed from our management system and printed for our Certified Fibre Optic Technician.

Splitters. Splitters are Passive, which means there are no moving, electrical parts, thus extremely fault and wear resistant. Splitters come as 1x2, 1x4, 1x8, 1x16, 1x32, 1x64 configurations. EH!tel has proposed a 1x8 configuration, permitting 1 fibre strand to serve up to 8 premises. Splitters are ordered with pig tails fused directly within the FOSC.

Drop Support Systems consist of Road/Lane Crossings (marked as orange lines) and Drop Vaults (marked with small black circle). For crossings, 1.25" SDR13.5 is used to permit multiple drops, or the addition of drops to cross the Road/Lane. Approximately 111 crossings are required totalling near 4km of Duct. The Drop Vaults are installed along the fibre route segments. Drops are typically installed with the fibre route segments and pulled up at the ROW at a logical location to serve the premise. For shorter drop, the fibre is coiled and placed under the Drop Vault, for longer drops, a splice tail is left under the Drop Vault. Upon service request, the drop coil is

retrieved, and trenched from the Drop Vault to the Premise.

Drops (marked as yellow lines) provide connectivity from the OSP to the Premise. EH!tel utilizes a 2-count flat drop with tracer, which is durable, easy to repair, cost effective and is plowed directly into the ground without conduit. Our proposal includes all premises passed along the fibre route segments will be connected to.

- Description of Project Sites

EH!tel's Badjeros and Dundalk POPs are the proposed 1 of 2 upstream connection points for the Mulmur POP and Shelburne POP. All EH!tel POP's are based on a "cookie cutter" principle. Simply the layout and design format are repeated.

The Mulmur POP is proposed to be installed at the Municipal Administration Office, just North of Terra Nova. The location is near the centre of the Municipality, and therefore can eventually provision entire Municipality with GPON fibre to the premise.

The Shelburne POP is proposed near the Rogers splice point, just South of Highway 10 and 89. The Rogers splice point is 1 of 2 upstream connection points for the Mulmur and Shelburne POPs. This POP will have a GPON reach to cover the entire rural area between Shelburne, Terra Nova and Badjeros including the entire village of Horning's Mills and its multiple small subdivisions.

ROW (right of ways) are the buffers between the road and property lines. The project requires encroachment and/or permits from the following authorities:

- 1) County of Dufferin – Dufferin County Roads 124, 14, 21, and 17.
- 2) A short section of County Road 124 near the Badjeros POP requires a permit from the County of Grey.
- 3) Township Mulmur has numerous ROW requirements, including significant portions of the Prince of Wales Road and River Road. Mulmur communities served are also referred to as Honeywood, Ruskview, Terra Nova, Whitfield, and Spring Lakes.
- 4) A short section of road in the Town of Shelburne.
- 5) Township of Melancthon has numerous ROW requirements, including the village of Horning's Mills.
- 6) The project will encroach on regulated areas by the Nottawasaga Valley Conservation Authority (NVCA) and Niagara Escarpment Commission (NEC). Regulated areas consist of wetlands, waterways, and protected biosphere and geological formations.
- 7) Ontario Ministry of Transportation. Crossing at Highway 10/89.

- Point of Access for Provisioning of Open Access

Every POI (vault/FOSC) along the fibre routes are Points of Access as well as fibre lines (dark or lit), ducts, wireless, POP's, and other EH!tel controlled facilities or devices.

- Gateway to leased capacity on third party networks

Interconnection to third party networks can be achieved at multiple locations throughout the network depending on the required transportation and services

Dark Fibre – at any FOSC or POP location third parties are able to jump on and off the fibre network utilizing either a single strand bi-directional fibre service, or a dual strand fibre service.

EH!tel will interconnect using FOSC to FOSC with Rogers to access Rogers DWDM services, and this same method can be used for other network providers as well for those who wish to utilize fibre services from EH!tel eliminating the need for overbuilds.

EVPL / EPL – At all Fibre POP locations there will be a Cisco ASR920 router that is listed as a compliant hardware device by the Metro Ethernet Forum (MEF) to provide third parties with transparent vlan based (EVPL) or port-based (EPL) services between the point of interconnection (NNI) and any end customer address utilizing bi-directional SFP optics (capable up to 80km at 1Gbps).

Third parties can order symmetrical EVPL or EPL services at 10Mbps, 100Mbps, and 1Gbps at this time using Active Ethernet technologies providing they have established a NNI with EH!tel.

GPON EVPL – Any provider that has established a 1Gbps or 10Gbps NNI with EH!tel at either a POP location or 151 Front St. can order vlan based services to be terminated on the OLT/ONT for their end customer. Services will be available at the same rates as EH!tel customers, but be handed off on a per vlan basis for each subscriber.

Carrier Interconnections (NNIs) – Network to Network interfaces can be established at any one of the EH!tel POPs with a Cisco ASR920 router, or at 151 Front St through both BMMRs (Building Meet Me Rooms) and Standard Connections / Suite 602. Interconnections can range in size from 1Gbps to 10Gbps at this time at all locations and then limited 40G and 100G interconnectivity is available at 151 Front St.

Acceptable standard NNI access methods:

- 1Gbps CAT5e/CAT6 copper
- 1Gbps SX Multi-mode fibre (MMF)
- 1Gbps LX Single-mode fibre (SMF)
- 10Gbps SR Multi-mode fibre (MMF)
- 10Gbps LR Single-mode fibre (SMF)

Once a NNI is established the third party network will have access to ordered services at any EH!tel Fibre or Wireless POP.

Internet Peering – During the initial deployment EH!tel will have an open IPv4 and IPv6 peering policy on TORIX, and will actively be peering with the Route Servers and any other open networks on this Internet Exchange. EH!tel will be receiving full table eBGP feeds from two providers, so when combined with TORIX connections the network is capable of delivering a total of 40Gbps of Internet transport to third parties on day one.

- **New Network Segments**

All segments within this proposal are NEW as described in the LND and Data Input Sheet. A total of 214 New Segments are proposed.

- **Upgraded Network Segments**

The Badjeros POP requires additional switching and support hardware to support the Backhaul connection to the Mulmur POP. The existing network segments do not require upgrades.

- **Existing Network Segments for Project Implementation**

EH!tel's existing POP in Dundalk and Badjeros are a key as part of an upstream connection. Dundalk has an existing 10Gb.s wavelength with Bell. Currently less than 2Gb.s are utilized between the Dundalk and Badjeros POPs, thus more than 8Gb.s immediately available for the proposed project. The existing network includes 18km of 96ct fibre between the Dundalk POP at 550 Mains Street East, Dundalk, and the Badjeros POP at 793175 County Road 124, Creemore. Only 10% of the fibres are currently utilized. All of the fore-mentioned assets are wholly owned by EH!tel.

- Description of Build Techniques

EH!tel's construction partner FibreXpress will utilize a variety of techniques for the OSP construction. The selected technique is based on any number of factors:

- Permit stipulations
- Ground condition – wet, stones, grade
- Existing infrastructure
- Distance involved
- Vegetation or trees
- Obstacles – bridges, culverts, lanes, fencing, guard rails

EH!tel has allotted for in-Eligible costs to install the drops to the Curb. EH!tel has familiarized with the area, however some obstacles can not be foreseen. Many of these are addressed onsite, and those that require alternate planning, may require amendments to the permits. Much of the planning is based on a best guess from past experience. EH!tel benefits through FibreXpress, as the communications between ISP and Contractor is simultaneous. FibreXpress will utilize the following techniques:

1) HDD (Horizontal Directional Drilling). Each segment has an identifier (HDD/VP) with a number from 0 to 100 entered in the field. The following example represents the purpose:

100 = the entire segment requires HDD.

80 = 80% of the segment requires HDD, 20% may be installed with a Vibratory Plow (VP).

20 = 20% of the segment requires HDD, 80% may be installed with a VP.

0 = the entire segment may be installed with a VP.

HDD is a less invasive method of installing new lines, however significantly more costly. HDD simply drills underground and can be reasonably steered up, down, left or right (10%/10ft). A locator monitors the HDD "bit" for location, depth, pitch and temperature, and in turn transmits this information back to the operator. It is anticipated more than 2/3's of the fibre line segments will be installed through this method. The HDD requires a mud mixer/pump system that is connected to the drill with a hose. The fluid cools, lubricates, and helps prevent the bore hole from collapsing. Bentonite is the common additive to achieve a smooth shot. In some cases, a LUA may not permit the use of bentonite and the shot must be completed with water only. MSDS for Bentonite are available upon request.

2) VP (Vibratory Plow). It is rare that an entire segment can be installed through a VP, however where practical, it is much more cost effective. All VP proposed for fibre route segments will be installed by our Vermeer RTX1250 quad track with a vibratory plow blade capable of installing up to 4ft deep. The tracks are rubber to prevent damage to paved surfaces.

3) Hydro Vac, also referred to as a Vac X, Vacuum Excavator, Hydro Spade, or Vac Truck. Hydro Vacs permit excavation around existing infrastructure, without risk of damage. High pressure water converts aggregate to a slurry, which is vacuumed into a holding tank. The slurry is then removed from site and dumped. New aggregate (topsoil or gravel) is used to backfill and

restore the excavated area.

4) Backhoe, mini excavator, Compact Tractor / loader are used for digging in cleared areas (no existing lines or infrastructure within 1m), and restoration. When the area is clear, the preferred excavation method is through the mini excavator and/or backhoe, as the native aggregate can be used to restore.

5) Fibre Blowing consists of a compressor capable of sustaining 200psi at 35cfm and an injector with compatible adaptors for the fibre cable and conduit. FibreXpress has a custom-built reel trailer which feeds the injector directly. Up to 1km of fibre can be blown into the conduit per shot, longer shots may require receiving the fibre at an Access Point (mid point), figure 8, and re-setup for the next shot.

6) Micro Trenching. Micro Trenching is gaining in popularity, particularly in cities where it is difficult to find room in the ROWs. Micro Trenching is a fraction of the cost. Micro Trench cuts and vacuums a groove typically between the curb and asphalt at 12-18". The duct is inserted, and concrete refills the groove. To our knowledge local LUA's have not adopted this method and is not anticipated to be used.

7) Drop Plow. For most drops, EH!tel uses the Ditch Witch Zhan 300R with quad tracks and VP attachment. Lines are plowed in with minimal disturbance to lawns, grave or soil, to a depth of up to 12". Attachments permit for 14mm conduit and for round or flat fibre drops to be plowed in directly. The unit is compact enough to slip through tight areas, and the tracks provide optimum traction to get the job done with minimal impact to the ground or lawn.

8) A Fleet of trucks, trailers, dump wagons, ATVs support the OSP teams. FibreXpress has a CVOR # and maintains diligent tracking through the management system for drivers abstracts, equipment maintenance and repairs and driver logs.

9) Open Pits. During construction, open pits are required at; exposed lines, vaults, drops and splice points. Typically, these pits are small, however present a hazard. Orange snow fencing, caution tape, temp lids (plates or plywood) are used assure the area is safe for all.

10) Traffic. Most of the construction takes place in the ROW, and typically does not infringe into the traffic. MTO Book 7 will be followed for Construction Signs and Pylon placement, and traffic management if required.

11) EH!tel has written procedures for OSP teams, including for vaults, splicing conduits, and restoration.

- Risk Factors and Mitigation

Risk	Mitigation
Proposed POP Location Declined	Negotiate alternate location, re-design fibre plant. May incur additional cost, however minimal with respect to the project scope.
Permitting Delays	Initiate permitting process early. Specific delays move to another segment.
Permitting Issues / Locate Delays	<p>Revise drawings, example: move to alternate side of road.</p> <p>Revise drawings, example: move to alternate side of road.</p>
Locate Delays	Implemented PM for locates to keep renewing as required for each specific utility. Request 60 days in advance rather than the former 5 days. If required, can move to alternate segment until delay is resolved.
Qualified Technicians and Operator Shortage	Prepare incentives with pay scale above market value, advertise to construction season
Wetlands	Wetlands are typically mitigated through HDD and avoiding use of additives such as Bentonite, minimizing pits, work performed during the dry season, etc.
Weather	Construction seasons may vary, build in time buffers (daily & seasonal). Crews work 10-12 hour days to make up for rain days and added Project Completion Buffer for unforeseen delays.

3.1 POPs, POIs and Route Segments

3.1.1 Table of POPs and POIs

Table of POPs and POIs

Site Identifier	POP or POI	Site Type	Latitude	Longitude	New or existing	Open Access Type	Short Description and Comments
Badger POP	POP	Building	44.268130	-80.231730	Existing	Backhaul Service + Access	10x10FT Fibre POP - >10Gb/s
Milum POP	POP	Building	44.216340	-80.118080	New	Backhaul Service + Access	10x10FT Fibre POP - >10Gb/s
Shelburne POP	POP	Building	44.080210	-80.187620	New	Backhaul Service + Access	10x10FT Fibre POP - >10Gb/s
M-CR124-14	POI	Splice Closure	44.229860	-80.223490	New	Backhaul Service + Access	13x24x18 - 0 - 0 - >10Gb/s
M-CR124-15	POI	Splice Closure	44.224530	-80.222120	New	Backhaul Service + Access	24x36x18 - 4000D - 1x8 - >10Gb/s
M-CR124-17	POI	Splice Closure	44.217170	-80.220290	New	Backhaul Service + Access	24x36x18 - 4000D - 0 - >10Gb/s
M-CR21-19	POI	Splice Closure	44.218230	-80.211720	New	Backhaul Service + Access	24x36x18 - 4048 - 1x8 - >10Gb/s
B-CR21-25-30	POI	Splice Closure	44.222660	-80.188320	New	Backhaul Service + Access	24x36x18 - 4048 - 1x8 - >10Gb/s
B-CR21-24	POI	Splice Closure	44.222870	-80.187350	New	Backhaul Service + Access	24x36x18 - 4000D - 1x8 - >10Gb/s
B-N2LW-25	POI	Splice Closure	44.223600	-80.187490	New	Backhaul Service + Access	24x36x18 - 4048 - B-CR21-24 - >10Gb/s
B-N2LW-26	POI	Splice Closure	44.224190	-80.187620	New	Backhaul Service + Access	24x36x18 - 4048 - 1x8 - >10Gb/s
B-S2LW-25	POI	Splice Closure	44.222200	-80.187150	New	Backhaul Service + Access	24x36x18 - 4048 - 1x8 - >10Gb/s
B-S2LW-26	POI	Splice Closure	44.221770	-80.186850	New	Backhaul Service + Access	13x24x18 - 4048 - 1x8 - >10Gb/s
B-S2LW-27	POI	Splice Closure	44.220560	-80.186530	New	Backhaul Service + Access	13x24x18 - 4048 - B-S2LW-26 - >10Gb/s
B-CR21-23	POI	Splice Closure	44.223070	-80.186440	New	Backhaul Service + Access	24x36x18 - 4000D - 1x8 - >10Gb/s
B-CR21-21	POI	Splice Closure	44.223510	-80.184320	New	Backhaul Service + Access	24x36x18 - 4000D - 1x8 - >10Gb/s
B-CR21-20	POI	Splice Closure	44.225150	-80.176580	New	Backhaul Service + Access	24x36x18 - 4000D - B-CR21-19 - >10Gb/s
S-PWR-35	POI	Splice Closure	44.145340	-80.151600	New	Backhaul Service + Access	24x36x18 - 4000D - 1x8 - >10Gb/s
S-PWR-38	POI	Splice Closure	44.143660	-80.151170	New	Backhaul Service + Access	13x24x18 - 4048 - S-PWR-35 - >10Gb/s
L-CR17-36	POI	Splice Closure	44.146190	-80.147440	New	Backhaul Service + Access	24x36x18 - 4048 - S-PWR-35 - >10Gb/s
L-CR17-37	POI	Splice Closure	44.148000	-80.136230	New	Backhaul Service + Access	13x24x18 - 4048 - 0 - >10Gb/s
L-CR17-38	POI	Splice Closure	44.148600	-80.135400	New	Backhaul Service + Access	24x36x18 - 4048 - 1x8 - >10Gb/s
L-CENTRE-39	POI	Splice Closure	44.146610	-80.134950	New	Backhaul Service + Access	13x24x18 - 4048 - L-CR17-38 - >10Gb/s
L-CENTRE-40	POI	Splice Closure	44.143200	-80.134260	New	Backhaul Service + Access	13x24x18 - 4048 - 1x8 - >10Gb/s
L-CENTRE-41	POI	Splice Closure	44.140940	-80.133770	New	Backhaul Service + Access	24x36x18 - 4048 - L-CENTRE-40 - >10Gb/s
L-CENTRE-42	POI	Splice Closure	44.138750	-80.133270	New	Backhaul Service + Access	13x24x18 - 4048 - 1x8 - >10Gb/s
L-CENTRE-43	POI	Splice Closure	44.136800	-80.132780	New	Backhaul Service + Access	13x24x18 - 4048 - L-CENTRE-42 - >10Gb/s
L-DEAN-43	POI	Splice Closure	44.141580	-80.130910	New	Backhaul Service + Access	24x36x18 - 4048 - 1x8 - >10Gb/s
L-MCUT-44a	POI	Splice Closure	44.142110	-80.130990	New	Backhaul Service + Access	DV RND - 0 - L-DEAN-43 - >10Gb/s
L-DEAN-45	POI	Splice Closure	44.142030	-80.127890	New	Backhaul Service + Access	13x24x18 - 4048 - 1x8 - >10Gb/s
L-DEAN-44	POI	Splice Closure	44.141790	-80.129990	New	Backhaul Service + Access	13x24x18 - 4048 - 1x8 - >10Gb/s
L-MCUT-45	POI	Splice Closure	44.139460	-80.130340	New	Backhaul Service + Access	13x24x18 - 4048 - 1x8 - >10Gb/s
L-MCUT-48	POI	Splice Closure	44.139870	-80.127960	New	Backhaul Service + Access	13x24x18 - 4048 - 1x8 - >10Gb/s
L-MCUT-49	POI	Splice Closure	44.139870	-80.125890	New	Backhaul Service + Access	DV RND - 0 - L-MCUT-48 - >10Gb/s
S-PWR-34	POI	Splice Closure	44.152560	-80.153250	New	Backhaul Service + Access	24x36x18 - 4000D - S-PWR-33 - >10Gb/s
S-PWR-33	POI	Splice Closure	44.156170	-80.154050	New	Backhaul Service + Access	24x36x18 - 4000D - 1x8 - >10Gb/s
S-PWR-32	POI	Splice Closure	44.158870	-80.155480	New	Backhaul Service + Access	24x36x18 - 4000D - 1x8 - >10Gb/s
S-PWR-31	POI	Splice Closure	44.162950	-80.156840	New	Backhaul Service + Access	24x36x18 - 4000D - 1x8 - >10Gb/s
S-RIVER-30	POI	Splice Closure	44.164800	-80.157440	New	Backhaul Service + Access	24x36x18 - 0 - 0 - >10Gb/s
S-RIVER-29	POI	Splice Closure	44.164890	-80.157180	New	Backhaul Service + Access	24x36x18 - 4000D - S-RIVER-28 - >10Gb/s
S-RIVER-28	POI	Splice Closure	44.167170	-80.153830	New	Backhaul Service + Access	24x36x18 - 4000D - 1x8 - >10Gb/s
S-RIVER-27	POI	Splice Closure	44.171910	-80.151530	New	Backhaul Service + Access	24x36x18 - 4000D - S-RIVER-24 - >10Gb/s
S-RIVER-26	POI	Splice Closure	44.174570	-80.147570	New	Backhaul Service + Access	24x36x18 - 4000D - S-RIVER-24 - >10Gb/s
S-RIVER-25	POI	Splice Closure	44.174990	-80.146800	New	Backhaul Service + Access	24x36x18 - 4000D - S-RIVER-24 - >10Gb/s
S-RIVER-23	POI	Splice Closure	44.178490	-80.149840	New	Backhaul Service + Access	24x36x18 - 4000D - S-RIVER-23 - >10Gb/s
S-RIVER-24	POI	Splice Closure	44.176390	-80.148340	New	Backhaul Service + Access	24x36x18 - 4000D - 1x8 - >10Gb/s
S-CENTRE-26	POI	Splice Closure	44.171780	-80.144850	New	Backhaul Service + Access	24x36x18 - 4048 - 1x8 - >10Gb/s
S-RIVER-22	POI	Splice Closure	44.180820	-80.149940	New	Backhaul Service + Access	24x36x18 - 4000D - 1x8 - >10Gb/s
S-RIVER-21	POI	Splice Closure	44.184360	-80.148440	New	Backhaul Service + Access	24x36x18 - 4000D - S-RIVER-20 - >10Gb/s
S-RIVER-19	POI	Splice Closure	44.189790	-80.145110	New	Backhaul Service + Access	24x36x18 - 4000D - 1x8 - >10Gb/s
S-RIVER-20	POI	Splice Closure	44.187540	-80.148020	New	Backhaul Service + Access	24x36x18 - 4000D - 1x8 - >10Gb/s
S-CENTRE-20	POI	Splice Closure	44.184900	-80.143540	New	Backhaul Service + Access	13x24x18 - 0 - S-RIVER-19 - >10Gb/s
S-RIVER-18	POI	Splice Closure	44.193460	-80.145670	New	Backhaul Service + Access	24x36x18 - 4000D - 1x8 - >10Gb/s
S-RIVER-17	POI	Splice Closure	44.194080	-80.143380	New	Backhaul Service + Access	24x36x18 - 4000D - S-RIVER-16 - >10Gb/s
S-RIVER-15	POI	Splice Closure	44.195690	-80.139120	New	Backhaul Service + Access	24x36x18 - 4000D - S-RIVER-14 - >10Gb/s
S-RIVER-16	POI	Splice Closure	44.194830	-80.141800	New	Backhaul Service + Access	24x36x18 - 4000D - 1x8 - >10Gb/s
S-RIVER-14	POI	Splice Closure	44.196680	-80.134690	New	Backhaul Service + Access	24x36x18 - 4000D - 1x8 - >10Gb/s
S-RIVER-13	POI	Splice Closure	44.197920	-80.131330	New	Backhaul Service + Access	24x36x18 - 4000D - S-RIVER-12 - >10Gb/s
S-RIVER-12	POI	Splice Closure	44.201360	-80.131370	New	Backhaul Service + Access	24x36x18 - 4000D - 1x8 - >10Gb/s
S-20SDR-10	POI	Splice Closure	44.204430	-80.129730	New	Backhaul Service + Access	24x36x18 - 4048 - 1x8 - >10Gb/s
S-20SDR-11	POI	Splice Closure	44.203820	-80.131380	New	Backhaul Service + Access	24x36x18 - 4000D - 0 - >10Gb/s
S-20SDR-12	POI	Splice Closure	44.203850	-80.133090	New	Backhaul Service + Access	24x36x18 - 4048 - 1x8 - >10Gb/s
S-20SDR-09	POI	Splice Closure	44.207460	-80.125180	New	Backhaul Service + Access	24x36x18 - 4048 - S-20SDR-08 - >10Gb/s
S-20SDR-08	POI	Splice Closure	44.208680	-80.120040	New	Backhaul Service + Access	24x36x18 - 4048 - 1x8 - >10Gb/s
S-20SDR-07	POI	Splice Closure	44.208700	-80.121260	New	Backhaul Service + Access	13x24x18 - 4048 - 1x8 - >10Gb/s
S-2LE-07	POI	Splice Closure	44.209580	-80.116220	New	Backhaul Service + Access	24x36x18 - 4000D - 1x8 - >10Gb/s
S-2LE-06	POI	Splice Closure	44.209770	-80.116290	New	Backhaul Service + Access	24x36x18 - 4048 - 1x8 - >10Gb/s
S-2LE-08	POI	Splice Closure	44.209200	-80.115890	New	Backhaul Service + Access	24x36x18 - 4048 - 1x8 - >10Gb/s

Table of POPs and POIs

Date Identifier	POP or POI	Date Type	Latitude	Longitude	New or Existing	Open Access Type	Short Description and Comments
S-2LE-09	POI	Splice Closure	44.208590	-80.115240	New	Backhaul Service + Access	24x36x18 - 4048 - S-2LE-09 ->10Gb.s
S-205DR-06	POI	Splice Closure	44.210070	-80.114910	New	Backhaul Service + Access	24x36x18 - 4000D - 1x8 ->10Gb.s
S-2LE-05	POI	Splice Closure	44.209630	-80.118000	New	Backhaul Service + Access	24x36x18 - 4000D - 0 ->10Gb.s
S-2LE-04	POI	Splice Closure	44.210720	-80.116750	New	Backhaul Service + Access	24x36x18 - 4048 - 1x8 ->10Gb.s
S-2LE-03	POI	Splice Closure	44.211520	-80.116440	New	Backhaul Service + Access	24x36x18 - 4048 - 1x8 ->10Gb.s
S-2LE-02	POI	Splice Closure	44.214710	-80.117170	New	Backhaul Service + Access	24x36x18 - 4048 - 1x8 ->10Gb.s
S-2LE-01	POI	Splice Closure	44.215380	-80.117850	New	Backhaul Service + Access	24x36x18 - 4000D - B-2LE-02 ->10Gb.s
B-2LE-02	POI	Splice Closure	44.220470	-80.118850	New	Backhaul Service + Access	24x36x18 - 4000D - 1x8 ->10Gb.s
B-2LE-03	POI	Splice Closure	44.223880	-80.119620	New	Backhaul Service + Access	24x36x18 - 4000D - B-2LE-02 ->10Gb.s
B-2LE-04	POI	Splice Closure	44.228120	-80.120670	New	Backhaul Service + Access	24x36x18 - 4000D - B-2LE-05 ->10Gb.s
B-2LE-05	POI	Splice Closure	44.230740	-80.121290	New	Backhaul Service + Access	24x36x18 - 4000D - 1x8 ->10Gb.s
B-2LE-06	POI	Splice Closure	44.235080	-80.123340	New	Backhaul Service + Access	24x36x18 - 4000D - 1x8 ->10Gb.s
B-2LE-07	POI	Splice Closure	44.238480	-80.122650	New	Backhaul Service + Access	24x36x18 - 4000D - B-DELL-08 (West) ->10Gb.s
B-DELL-08	POI	Splice Closure	44.235700	-80.125550	New	Backhaul Service + Access	24x36x18 - 4000D - 1x8 ->10Gb.s
B-DELL-09	POI	Splice Closure	44.234950	-80.126570	New	Backhaul Service + Access	24x36x18 - 4048 - 1x8 ->10Gb.s
B-DELL-10	POI	Splice Closure	44.234720	-80.126840	New	Backhaul Service + Access	DV RND - 0 - B-DELL-09 ->10Gb.s
B-LAEDA-11	POI	Splice Closure	44.233850	-80.126120	New	Backhaul Service + Access	13x24x18 - 4048 - 1x8 ->10Gb.s
B-LAEDA-10	POI	Splice Closure	44.234320	-80.128490	New	Backhaul Service + Access	13x24x18 - 0 - B-LAEDA-11 ->10Gb.s
B-CR21-10	POI	Splice Closure	44.234840	-80.131170	New	Backhaul Service + Access	24x36x18 - 4000D - 1x8 ->10Gb.s
B-CR21-11	POI	Splice Closure	44.233880	-80.135440	New	Backhaul Service + Access	24x36x18 - 4000D - B-CR21-10 ->10Gb.s
B-CR21-12	POI	Splice Closure	44.231320	-80.138670	New	Backhaul Service + Access	24x36x18 - 4000D - 0 ->10Gb.s
B-CR21-13	POI	Splice Closure	44.231810	-80.145460	New	Backhaul Service + Access	24x36x18 - 4000D - 1x8 ->10Gb.s
B-CR21-14	POI	Splice Closure	44.230290	-80.153060	New	Backhaul Service + Access	24x36x18 - 4000D - 1x8 ->10Gb.s
B-CR21-15	POI	Splice Closure	44.228330	-80.150710	New	Backhaul Service + Access	13x24x18 - 4048 - B-CR21-15 ->10Gb.s
B-CR21-16	POI	Splice Closure	44.228070	-80.150570	New	Backhaul Service + Access	24x36x18 - 4000D - 1x8 ->10Gb.s
B-CR21-17	POI	Splice Closure	44.228080	-80.163980	New	Backhaul Service + Access	24x36x18 - 4000D - B-CR21-15 ->10Gb.s
B-CR21-18	POI	Splice Closure	44.227500	-80.168350	New	Backhaul Service + Access	24x36x18 - 4000D - B-CR21-15 ->10Gb.s
B-CR21-19	POI	Splice Closure	44.228870	-80.170960	New	Backhaul Service + Access	13x24x18 - 0 - 0 ->10Gb.s
M-CR124-15	POI	Splice Closure	44.227180	-80.171060	New	Backhaul Service + Access	24x36x18 - 4000D - 1x8 ->10Gb.s
B-1LE-13	POI	Splice Closure	44.218830	-80.220710	New	Backhaul Service + Access	24x36x18 - 4000D - 0 ->10Gb.s
B-1LE-14	POI	Splice Closure	44.230000	-80.137950	New	Backhaul Service + Access	13x24x18 - 4048 - 1x8 ->10Gb.s
B-CR21-08	POI	Splice Closure	44.227360	-80.137290	New	Backhaul Service + Access	13x24x18 - 4048 - 0 ->10Gb.s
B-2LE-08	POI	Splice Closure	44.234050	-80.114220	New	Backhaul Service + Access	24x36x18 - 4000D - 1x8 ->10Gb.s
L-DEAN-42	POI	Splice Closure	44.237270	-80.122760	New	Backhaul Service + Access	24x36x18 - 4048 - 1x8 ->10Gb.s
L-MCUT-47	POI	Splice Closure	44.141250	-80.132370	New	Backhaul Service + Access	13x24x18 - 4048 - 1x8 ->10Gb.s
L-MCUT-44	POI	Splice Closure	44.139740	-80.128610	New	Backhaul Service + Access	13x24x18 - 4048 - 1x8 ->10Gb.s
L-MCUT-46	POI	Splice Closure	44.138590	-80.129390	New	Backhaul Service + Access	13x24x18 - 4048 - L-MCUT-45 ->10Gb.s
B-CR21-22	POI	Splice Closure	44.141010	-80.130790	New	Backhaul Service + Access	13x24x18 - 4048 - 1x8 ->10Gb.s
H-CR124-15	POI	Splice Closure	44.223250	-80.165570	New	Backhaul Service + Access	24x36x18 - 4000D - 1x8 ->10Gb.s
H-CR124-16	POI	Splice Closure	44.108870	-80.194140	New	Backhaul Service + Access	24x36x18 - 4000D - 1x8 ->10Gb.s
H-CR124-17	POI	Splice Closure	44.113340	-80.195240	New	Backhaul Service + Access	24x36x18 - 4000D - H-CR124-15 ->10Gb.s
H-CR124-18	POI	Splice Closure	44.117170	-80.196120	New	Backhaul Service + Access	24x36x18 - 4000D - 1x8 ->10Gb.s
H-CR124-19	POI	Splice Closure	44.122520	-80.197360	New	Backhaul Service + Access	24x36x18 - 4000D - H-CR124-17 ->10Gb.s
H-CR124-20	POI	Splice Closure	44.125280	-80.197950	New	Backhaul Service + Access	24x36x18 - 4000D - 1x8 ->10Gb.s
H-CR124-21	POI	Splice Closure	44.130950	-80.199280	New	Backhaul Service + Access	24x36x18 - 4000D - H-CR124-19 ->10Gb.s
H-CR124-22	POI	Splice Closure	44.135650	-80.200850	New	Backhaul Service + Access	24x36x18 - 4000D - 0 ->10Gb.s
E-CR17-23	POI	Splice Closure	44.135990	-80.200900	New	Backhaul Service + Access	24x36x18 - 4000D - 1x8 ->10Gb.s
E-CR17-24	POI	Splice Closure	44.134520	-80.208560	New	Backhaul Service + Access	24x36x18 - 4048 - 1x8 ->10Gb.s
M-CR17-24	POI	Splice Closure	44.132570	-80.216780	New	Backhaul Service + Access	24x36x18 - 4048 - 1x8 ->10Gb.s
M-CR17-25	POI	Splice Closure	44.136920	-80.195850	New	Backhaul Service + Access	24x36x18 - 4048 - 1x8 ->10Gb.s
M-CR17-26	POI	Splice Closure	44.138000	-80.187750	New	Backhaul Service + Access	24x36x18 - 4048 - 1x8 ->10Gb.s
M-CR17-27	POI	Splice Closure	44.139110	-80.182350	New	Backhaul Service + Access	24x36x18 - 4048 - 1x8 ->10Gb.s
M-CR17-28	POI	Splice Closure	44.140380	-80.176090	New	Backhaul Service + Access	24x36x18 - 4048 - 1x8 ->10Gb.s
M-CR17-29	POI	Splice Closure	44.141950	-80.188080	New	Backhaul Service + Access	24x36x18 - 4048 - 1x8 ->10Gb.s
M-NZLV-29	POI	Splice Closure	44.148340	-80.169070	New	Backhaul Service + Access	13x24x18 - 4048 - 1x8 ->10Gb.s
M-62LV-29	POI	Splice Closure	44.137370	-80.167490	New	Backhaul Service + Access	13x24x18 - 4048 - M-CR17-28 ->10Gb.s
M-CR17-29	POI	Splice Closure	44.143350	-80.181320	New	Backhaul Service + Access	24x36x18 - 4048 - 1x8 ->10Gb.s
M-CR17-30	POI	Splice Closure	44.147940	-80.158440	New	Backhaul Service + Access	24x36x18 - 4048 - M-CR17-29 ->10Gb.s
H-CR124-23	POI	Splice Closure	44.137780	-80.201230	New	Backhaul Service + Access	24x36x18 - 4000D - 1x8 ->10Gb.s
E-3LINE-27	POI	Splice Closure	44.132620	-80.220120	New	Backhaul Service + Access	24x36x18 - 4048 - E-3LINE-26 ->10Gb.s
E-3LINE-25	POI	Splice Closure	44.138190	-80.218500	New	Backhaul Service + Access	13x24x18 - 4048 - E-CR17-24 ->10Gb.s
E-3LINE-26	POI	Splice Closure	44.141040	-80.218910	New	Backhaul Service + Access	24x36x18 - 4048 - 1x8 ->10Gb.s
E-ASHL-28	POI	Splice Closure	44.148290	-80.216490	New	Backhaul Service + Access	24x36x18 - 4048 - 1x8 ->10Gb.s
E-RUTL-29	POI	Splice Closure	44.145790	-80.213710	New	Backhaul Service + Access	24x36x18 - 4048 - 1x8 ->10Gb.s
E-RUTL-30	POI	Splice Closure	44.148000	-80.212320	New	Backhaul Service + Access	24x36x18 - 4048 - 1x8 ->10Gb.s
E-RUTL-31	POI	Splice Closure	44.146800	-80.210580	New	Backhaul Service + Access	13x24x18 - 4048 - 1x8 ->10Gb.s
E-PRENTIA-31	POI	Splice Closure	44.147560	-80.213030	New	Backhaul Service + Access	13x24x18 - 4048 - E-RUTL-30 ->10Gb.s
H-CR124-24	POI	Splice Closure	44.149920	-80.201890	New	Backhaul Service + Access	24x36x18 - 4000D - H-CR124-23 ->10Gb.s
H-CR14-25	POI	Splice Closure	44.145170	-80.202620	New	Backhaul Service + Access	24x36x18 - 4000D - H-CR14-25 ->10Gb.s
H-CR14-26	POI	Splice Closure	44.147800	-80.203270	New	Backhaul Service + Access	24x36x18 - 4000D - 1x8 ->10Gb.s
H-OLDF-28	POI	Splice Closure	44.148890	-80.199320	New	Backhaul Service + Access	13x24x18 - 4048 - H-OLDF-27 ->10Gb.s
H-OLDF-30	POI	Splice Closure	44.149120	-80.196700	New	Backhaul Service + Access	DV RND - 0 - H-OLDF-29 ->10Gb.s
H-CR14-27	POI	Splice Closure	44.149470	-80.203730	New	Backhaul Service + Access	24x36x18 - 4000D - H-CR14-26 ->10Gb.s
H-CR14-28	POI	Splice Closure	44.150150	-80.203670	New	Backhaul Service + Access	24x36x18 - 4000D - H-FIELD-29 ->10Gb.s
H-FIELD-29	POI	Splice Closure	44.151160	-80.200110	New	Backhaul Service + Access	24x36x18 - 4048 - 1x8 ->10Gb.s
H-FIELD-31	POI	Splice Closure	44.152430	-80.200490	New	Backhaul Service + Access	DV RND - 0 - H-FIELD-30 ->10Gb.s
H-CR14-30	POI	Splice Closure	44.153730	-80.204720	New	Backhaul Service + Access	24x36x18 - 4000D - 1x8 ->10Gb.s
R-RIVER-31	POI	Splice Closure	44.154300	-80.203820	New	Backhaul Service + Access	24x36x18 - 4048 - 1x8 ->10Gb.s
H-CR14-29	POI	Splice Closure	44.152980	-80.204530	New	Backhaul Service + Access	24x36x18 - 4000D - 1x8 ->10Gb.s
H-HGH-30	POI	Splice Closure	44.152780	-80.203580	New	Backhaul Service + Access	13x24x18 - 4048 - 1x8 ->10Gb.s
R-WILLIAM-32	POI	Splice Closure	44.153870	-80.203340	New	Backhaul Service + Access	DV RND - 0 - R-RIVER-31 ->10Gb.s
H-CR14-31	POI	Splice Closure	44.154420	-80.205180	New	Backhaul Service + Access	24x36x18 - 4048 - 1x8 ->10Gb.s
H-CR14-32	POI	Splice Closure	44.155170	-80.205370	New	Backhaul Service + Access	24x36x18 - 4048 - 1x8 ->10Gb.s
H-CR14-33	POI	Splice Closure	44.155700	-80.205520	New	Backhaul Service + Access	24x36x18 - 4048 - 1x8 ->10Gb.s
H-CR14-34	POI	Splice Closure	44.154980	-80.208880	New	Backhaul Service + Access	DV RND - 0 - H-CR14-33 ->10Gb.s
H-CR14-35	POI	Splice Closure	44.155280	-80.207880	New	Backhaul Service + Access	13x24x18 - 4048 - H-CR14-33 ->10Gb.s
H-CR14-36	POI	Splice Closure	44.156900	-80.205730	New	Backhaul Service + Access	24x36x18 - 4048 - 1x8 ->10Gb.s
H-CR14-37	POI	Splice Closure	44.156990	-80.205530	New	Backhaul Service + Access	24x36x18 - 4048 - 1x8 ->10Gb.s
H-CR14-38	POI	Splice Closure	44.156990	-80.207280	New	Backhaul Service + Access	DV RND - 0 - H-CR14-35 ->10Gb.s
H-CR14-39	POI	Splice Closure	44.158220	-80.205830	New	Backhaul Service + Access	24x36x18 - 4048 - 1x8 ->10Gb.s
H-LOYD-37	POI	Splice Closure	44.159170	-80.207530	New	Backhaul Service + Access	24x36x18 - 4048 - 1x8 ->10Gb.s
H-LOYD-38	POI	Splice Closure	44.159040	-80.206220	New	Backhaul Service + Access	13x24x18 - 4048 - 1x8 ->10Gb.s
R-WILLIAM-33	POI	Splice Closure	44.153570	-80.203310	New	Backhaul Service + Access	DV RND - 0 - R-RIVER-31 ->10Gb.s
H-CR14-37	POI	Splice Closure	44.159910	-80.206180	New	Backhaul Service + Access	24x36x18 - 4048 - H-CR14-38 ->10Gb.s
H-CR14-38	POI	Splice Closure	44.160350	-80.206340	New	Backhaul Service + Access	24x36x18 - 4048 - 1x8 ->10Gb.s
H-MILL-38	POI	Splice Closure	44.160570	-80.203080	New	Backhaul Service + Access	24x36x18 - 4048 - 1x8 ->10Gb.s
H-MILL-39	POI	Splice Closure	44.160870	-80.205070	New	Backhaul Service + Access	13x24x18 - 4048 - 1x8 ->10Gb.s
H-MILL-40	POI	Splice Closure	44.161280	-80.198520	New	Backhaul Service + Access	DV RND - 0 - H-MILL-39 ->10Gb.s
H-CR14-39	POI	Splice Closure	44.162910	-80.206920	New	Backhaul Service + Access	24x36x18 - 4048 - 1x8 ->10Gb.s
H-CR14-40	POI	Splice Closure	44.163050	-80.207790	New	Backhaul Service + Access	24x36x18 - 4048 - H-CR14-39 ->10Gb.s

Table of POPs and POIs

Site Identifier	POP or POI	Site Type	Latitude	Longitude	New or Existing	Open Access Type	Short Description and Comments
H-SRD15-41	POI	Splice Closure	44.164320	-80.197210	New	Backhaul Service + Access	13x24x18 - 4048 - 1x8 - >10Gb.s
R-RIVER-36	POI	Splice Closure	44.154930	-80.188200	New	Backhaul Service + Access	13x24x18 - 4048 - 1x8 - >10Gb.s
R-RIVER-39	POI	Splice Closure	44.155090	-80.188030	New	Backhaul Service + Access	DV RND - 0 - R-RIVER-36 - >10Gb.s
R-RIVER-37	POI	Splice Closure	44.155760	-80.190400	New	Backhaul Service + Access	13x24x18 - 4048 - R-RIVER-36 - >10Gb.s
R-RIVER-36	POI	Splice Closure	44.156270	-80.192660	New	Backhaul Service + Access	24x36x18 - 4048 - 1x8 - >10Gb.s
R-RIVER-35	POI	Splice Closure	44.156460	-80.194820	New	Backhaul Service + Access	13x24x18 - 4048 - R-RIVER-36 - >10Gb.s
R-RIVER-34	POI	Splice Closure	44.156550	-80.197890	New	Backhaul Service + Access	13x24x18 - 4048 - R-RIVER-33 - >10Gb.s
R-RIVER-33	POI	Splice Closure	44.155350	-80.201630	New	Backhaul Service + Access	24x36x18 - 4048 - 1x8 - >10Gb.s
R-RIVER-32	POI	Splice Closure	44.154810	-80.203000	New	Backhaul Service + Access	24x36x18 - 4048 - 1x8 - >10Gb.s
H-HUNT-14	POI	Splice Closure	44.106920	-80.192740	New	Backhaul Service + Access	24x36x18 - 4000D - H-HUNT-13 - >10Gb.s
H-SRD5-16	POI	Splice Closure	44.107690	-80.200500	New	Backhaul Service + Access	13x24x18 - 4048 - H-CR124-15 - >10Gb.s
H-HUNT-13	POI	Splice Closure	44.107540	-80.192560	New	Backhaul Service + Access	24x36x18 - 4000D - 1x8 - >10Gb.s
H-CR124-12	POI	Splice Closure	44.105320	-80.193770	New	Backhaul Service + Access	24x36x18 - 4000D - 1x8 - >10Gb.s
H-CR124-11	POI	Splice Closure	44.103190	-80.193290	New	Backhaul Service + Access	24x36x18 - 4000D - 1x8 - >10Gb.s
H-CR124-10	POI	Splice Closure	44.098310	-80.192190	New	Backhaul Service + Access	24x36x18 - 4000D - H-CR124-09 - >10Gb.s
H-CR124-09	POI	Splice Closure	44.093600	-80.181150	New	Backhaul Service + Access	24x36x18 - 4000D - 1x8 - >10Gb.s
H-CR124-08	POI	Splice Closure	44.093780	-80.190260	New	Backhaul Service + Access	24x36x18 - 4000D - 0 - >10Gb.s
H-CR124-06	POI	Splice Closure	44.086210	-80.189430	New	Backhaul Service + Access	24x36x18 - 4000D - 0 - >10Gb.s
H-FIELD-30	POI	Splice Closure	44.152280	-80.198530	New	Backhaul Service + Access	24x36x18 - 4048 - 1x8 - >10Gb.s
H-HOLD-27	POI	Splice Closure	44.148460	-80.200980	New	Backhaul Service + Access	13x24x18 - 4048 - 1x8 - >10Gb.s
H-HOLD-29	POI	Splice Closure	44.149090	-80.197850	New	Backhaul Service + Access	13x24x18 - 4048 - 1x8 - >10Gb.s
M-CR17-23	POI	Splice Closure	44.136110	-80.200020	New	Backhaul Service + Access	24x36x18 - 4048 - M-CR17-24 - >10Gb.s
E-ASHL-29	POI	Splice Closure	44.144680	-80.216460	New	Backhaul Service + Access	13x24x18 - 4048 - 1x8 - >10Gb.s
E-CR124-31X	POI	Splice Closure	44.146710	-80.209080	New	Backhaul Service + Access	DV RND - 0 - E-RUTL-32 - >10Gb.s
E-RUTL-32	POI	Splice Closure	44.146710	-80.209770	New	Backhaul Service + Access	24x36x18 - 4048 - 1x8 - >10Gb.s
E-CR124-33	POI	Splice Closure	44.150300	-80.213490	New	Backhaul Service + Access	13x24x18 - 4048 - E-RUTL-32 - >10Gb.s
M-CR124-04 to M-CR124-13	POI	Splice Closure	44.260950	-80.231040	New	Backhaul Service + Access	served area - require to connect - >10Gb.s
M-CR124-18	POI	Splice Closure	44.218550	-80.220210	New	Backhaul Service + Access	served area - require to connect - >10Gb.s
H-CR124-01 to H-CR124-05	POI	Splice Closure	44.083400	-80.188720	New	Backhaul Service + Access	served area - require to connect - >10Gb.s
H-CR124-07	POI	Splice Closure	44.089450	-80.190190	New	Backhaul Service + Access	served area - require to connect - >10Gb.s

3.1.2 Table of Fibre Route Segments

Table of Eligible Fibre Route Segments

Total: 75,999.0

Fibre Route Segment Identifier	Construction Method (underground, overhead, submarine)	Segment Location (origin) Latitude	Segment Location (origin) Longitude	Segment Location (destination) Latitude	Segment Location (destination) Longitude	Route Distance (m)	Total Fibre Optic Strands	Spare Fibre Optic Strands
TOTAL						75,999.0		
Line 11	Underground	44.229860	-80.223490	44.224530	-80.222120	603.0	96	95
Line 12	Underground	44.224530	-80.222120	44.218830	-80.220710	645.0	96	96
Line 15	Underground	44.218230	-80.211720	44.219860	-80.203260	699.0	48	47
Line 16	Underground	44.220770	-80.198970	44.219860	-80.203260	367.0	48	47
Line 17	Underground	44.221620	-80.192350	44.220770	-80.198970	543.0	48	47
Line 18	Underground	44.222150	-80.190720	44.221620	-80.192350	153.0	48	46
Line 19	Underground	44.222510	-80.189040	44.222150	-80.190720	140.0	48	45
Line 20	Underground	44.222660	-80.188320	44.222510	-80.189040	60.0	96	44
Line 21	Underground	44.222870	-80.187350	44.222660	-80.188320	81.0	48	43
Line 22	Underground	44.222870	-80.187350	44.223600	-80.187490	83.0	24	19
Line 23	Underground	44.223600	-80.187490	44.224190	-80.187620	66.0	24	23
Line 24	Underground	44.222870	-80.187350	44.222200	-80.187150	76.0	24	23
Line 25	Underground	44.222200	-80.187150	44.221770	-80.186850	62.0	24	22
Line 26	Underground	44.221770	-80.186850	44.220560	-80.186530	138.0	24	20
Line 27	Underground	44.223070	-80.186440	44.222870	-80.187350	76.0	96	90
Line 29	Underground	44.223510	-80.184320	44.223250	-80.185570	104.0	96	89
Line 30	Underground	44.225150	-80.178580	44.223510	-80.184320	496.0	96	88
Line 51	Underground	44.145340	-80.151600	44.143660	-80.151170	191.0	24	23
Line 52	Underground	44.145340	-80.151600	44.146190	-80.147440	345.0	48	34
Line 53	Underground	44.146190	-80.147440	44.148000	-80.138230	763.0	24	13
Line 55	Underground	44.148000	-80.138230	44.148600	-80.135400	235.0	24	13
Line 57	Underground	44.148600	-80.135400	44.146610	-80.134950	225.0	24	13
Line 223	Underground	44.146610	-80.134950	44.143200	-80.134260	384.0	24	14
Line 54	Underground	44.143200	-80.134260	44.140940	-80.133770	254.0	24	14
Line 224	Underground	44.140940	-80.133770	44.138750	-80.133270	248.0	24	23
Line 56	Underground	44.138750	-80.133270	44.136800	-80.132780	220.0	24	22
Line 225	Underground	44.140940	-80.133770	44.141250	-80.132370	117.0	24	16
Line 58	Underground	44.141580	-80.130910	44.142110	-80.130990	120.0	4	2
Line 59	Underground	44.141580	-80.130910	44.141790	-80.129990	121.0	24	22
Line 60	Underground	44.141790	-80.129990	44.142030	-80.127890	130.0	24	23
Line 61	Underground	44.141010	-80.130790	44.139460	-80.130340	179.0	24	21
Line 62	Underground	44.139460	-80.130340	44.139590	-80.129390	79.0	24	18
Line 63	Underground	44.139870	-80.127960	44.139870	-80.125890	338.0	4	2
Line 113	Underground	44.152560	-80.153250	44.145340	-80.151600	814.0	96	80
Line 114	Underground	44.156170	-80.154050	44.152560	-80.153250	406.0	96	80
Line 222	Underground	44.158870	-80.155480	44.156170	-80.154050	349.0	96	79
Line 221	Underground	44.162950	-80.156840	44.158870	-80.155480	543.0	96	78
Line 220	Underground	44.164800	-80.157440	44.162950	-80.156840	234.0	96	77
Line 115	Underground	44.164890	-80.157180	44.164800	-80.157440	23.0	96	76
Line 116	Underground	44.167170	-80.153830	44.164890	-80.157180	381.0	96	76
Line 117	Underground	44.171910	-80.151530	44.167170	-80.153830	835.0	96	76
Line 118	Underground	44.174570	-80.147570	44.171910	-80.151530	451.0	96	75
Line 119	Underground	44.174990	-80.146800	44.174570	-80.147570	78.0	96	73
Line 120	Underground	44.176390	-80.148340	44.174990	-80.146800	204.0	96	70
Line 121	Underground	44.174990	-80.146800	44.171780	-80.144850	391.0	2	1
Line 122	Underground	44.178490	-80.149840	44.176390	-80.148340	269.0	96	72
Line 123	Underground	44.180820	-80.149940	44.178490	-80.149840	265.0	96	70
Line 124	Underground	44.184360	-80.148440	44.180820	-80.149940	418.0	96	71
Line 126	Underground	44.187540	-80.148020	44.184360	-80.148440	358.0	96	67
Line 128	Underground	44.189790	-80.145110	44.187540	-80.148020	389.0	96	70
Line 129	Underground	44.189790	-80.145110	44.184900	-80.143540	566.0	2	1
Line 130	Underground	44.193460	-80.145670	44.189790	-80.145110	427.0	96	69
Line 131	Underground	44.194080	-80.143380	44.193460	-80.145670	199.0	96	68
Line 132	Underground	44.194830	-80.141600	44.194080	-80.143380	169.0	96	64

Table of Eligible Fibre Route Segments

Total 75,999.0

Fibre Route Segment Identifier	Construction Method (underground, overhead, submarine)	Segment Location (origin) Latitude	Segment Location (origin) Longitude	Segment Location (destination) Latitude	Segment Location (destination) Longitude	Route Distance [m]	Total Fibre Optic Strands	Spare Fibre Optic Strands
Line 133	Underground	44.195690	-80.139120	44.194630	-80.141600	224.0	96	67
Line 134	Underground	44.196680	-80.134690	44.195690	-80.139120	371.0	96	64
Line 135	Underground	44.197920	-80.131330	44.196680	-80.134690	310.0	96	66
Line 136	Underground	44.201360	-80.131370	44.197920	-80.131330	396.0	96	63
Line 137	Underground	44.203820	-80.131380	44.201360	-80.131370	279.0	96	65
Line 138	Underground	44.203820	-80.131380	44.203850	-80.133090	138.0	48	47
Line 139	Underground	44.204430	-80.129730	44.203820	-80.131380	302.0	144	112
Line 140	Underground	44.207460	-80.125180	44.204430	-80.129730	1,082.0	144	111
Line 141	Underground	44.208680	-80.120040	44.207460	-80.125180	870.0	144	111
Line 142	Underground	44.209580	-80.116220	44.208680	-80.120040	642.0	144	110
Line 143	Underground	44.209770	-80.116290	44.209580	-80.116220	63.0	192	156
Line 144	Underground	44.209580	-80.116220	44.209200	-80.115890	64.0	48	47
Line 145	Underground	44.209200	-80.115890	44.206500	-80.115240	305.0	48	48
Line 146	Underground	44.209830	-80.116000	44.209770	-80.116290	72.0	192	155
Line 147	Underground	44.209830	-80.116000	44.210070	-80.114910	91.0	96	95
Line 148	Underground	44.214710	-80.117170	44.211520	-80.116440	1,440.0	288	248
Line 149	Underground	44.211520	-80.116440	44.210720	-80.116250	360.0	288	249
Line 150	Underground	44.210720	-80.116250	44.209830	-80.116000	404.0	288	250
Line 151	Underground	44.216380	-80.117850	44.214710	-80.117170	828.0	288	247
Line 152	Underground	44.216340	-80.118080	44.216380	-80.117850	133.0	528	463
Line 153	Underground	44.216380	-80.117850	44.214710	-80.117170	1,383.0	240	216
Line 154	Underground	44.220470	-80.118850	44.223660	-80.119620	1,053.0	240	216
Line 155	Underground	44.223660	-80.119620	44.228120	-80.120670	1,512.0	240	217
Line 156	Underground	44.228120	-80.120670	44.230740	-80.121290	888.0	240	217
Line 157	Underground	44.230740	-80.121290	44.235060	-80.122340	1,464.0	240	218
Line 158	Underground	44.235060	-80.122340	44.236460	-80.122650	471.0	240	219
Line 159	Underground	44.236460	-80.122650	44.235700	-80.125550	262.0	96	76
Line 160	Underground	44.235700	-80.125550	44.23495	-80.128970	570.0	120	102
Line 161	Underground	44.23495	-80.128970	44.234720	-80.129840	150.0	4	2
Line 162	Underground	44.23495	-80.128970	44.234320	-80.128940	72.0	2	1
Line 163	Underground	44.234320	-80.128940	44.233850	-80.129320	244.0	8	4
Line 219	Underground	44.23495	-80.128970	44.234840	-80.131170	186.0	96	79
Line 164	Underground	44.234840	-80.131170	44.233880	-80.135440	357.0	96	78
Line 165	Underground	44.233880	-80.135440	44.233120	-80.138670	271.0	96	80
Line 166	Underground	44.233120	-80.138670	44.231610	-80.145460	567.0	96	82
Line 167	Underground	44.231610	-80.145460	44.230290	-80.153060	625.0	96	83
Line 168	Underground	44.230290	-80.153060	44.228070	-80.160570	654.0	96	84
Line 169	Underground	44.228070	-80.160570	44.228080	-80.163980	31.0	24	84
Line 170	Underground	44.228080	-80.163980	44.227500	-80.168350	356.0	96	84
Line 171	Underground	44.228070	-80.160570	44.228080	-80.163980	274.0	96	84
Line 172	Underground	44.227500	-80.168350	44.226870	-80.170960	219.0	96	84
Line 173	Underground	44.226870	-80.170960	44.227180	-80.171060	36.0	96	87
Line 174	Underground	44.227180	-80.171060	44.225150	-80.178580	646.0	96	85
Line 176	Underground	44.218830	-80.220710	44.217170	-80.220290	187.0	96	95
Line 177	Underground	44.233120	-80.138670	44.230000	-80.137950	352.0	24	23
Line 218	Underground	44.236460	-80.122650	44.237270	-80.122760	93.0	48	47
Line 178	Underground	44.230000	-80.137950	44.227360	-80.137290	299.0	24	20
Line 179	Underground	44.238050	-80.114220	44.236460	-80.122650	697.0	96	95
Line 209	Underground	44.141250	-80.132370	44.141580	-80.130910	123.0	24	17
Line 210	Underground	44.141580	-80.130910	44.141010	-80.130790	64.0	24	20
Line 211	Underground	44.139590	-80.129390	44.139740	-80.128610	64.0	24	22
Line 212	Underground	44.139740	-80.128610	44.139870	-80.127960	54.0	24	23
Line 28	Underground	44.223250	-80.185570	44.223070	-80.186440	72.0	96	89
Line 31	Underground	44.108870	-80.194140	44.113340	-80.195240	1,012.0	192	137
Line 32	Underground	44.113340	-80.195240	44.117170	-80.196120	864.0	192	137
Line 33	Underground	44.117170	-80.196120	44.122520	-80.197360	1,208.0	192	138
Line 34	Underground	44.122520	-80.197360	44.125280	-80.197950	620.0	192	138
Line 35	Underground	44.125280	-80.197950	44.130950	-80.199280	1,280.0	192	139
Line 36	Underground	44.130950	-80.199280	44.135650	-80.200850	1,136.0	192	139
Line 37	Underground	44.135650	-80.200850	44.135990	-80.200900	78.0	192	139

Table of Eligible Fibre Route Segments

Total: 75,999.0

Fibre Route Segment Identifier	Construction Method (underground, overhead, submarine)	Segment Location (origin) Latitude	Segment Location (origin) Longitude	Segment Location (destination) Latitude	Segment Location (destination) Longitude	Route Distance [m]	Total Fibre Optic Strands	Spare Fibre Optic Strands
Line 38	Underground	44.135990	-80.200900	44.134520	-80.208560	634.0	48	39
Line 39	Underground	44.134520	-80.208560	44.132570	-80.216780	717.0	48	40
Line 40	Underground	44.135990	-80.200900	44.136110	-80.200020	72.0	48	41
Line 41	Underground	44.135990	-80.200900	44.137760	-80.201230	200.0	96	68
Line 42	Underground	44.136920	-80.195850	44.138000	-80.187750	664.0	48	42
Line 43	Underground	44.138000	-80.187750	44.139110	-80.182350	448.0	48	43
Line 44	Underground	44.139110	-80.182350	44.140380	-80.176090	520.0	48	44
Line 45	Underground	44.140380	-80.176090	44.141950	-80.168080	663.0	48	45
Line 46	Underground	44.141950	-80.168080	44.139370	-80.167490	291.0	24	24
Line 47	Underground	44.141950	-80.168080	44.146340	-80.169070	492.0	24	23
Line 48	Underground	44.141950	-80.168080	44.143350	-80.161320	563.0	48	47
Line 49	Underground	44.143350	-80.161320	44.143940	-80.158440	239.0	48	48
Line 64	Underground	44.137760	-80.201230	44.140920	-80.201690	381.0	96	69
Line 66	Underground	44.132570	-80.216780	44.138190	-80.218500	652.0	48	41
Line 70	Underground	44.138190	-80.218500	44.141040	-80.218910	333.0	48	41
Line 71	Underground	44.141040	-80.218910	44.146320	-80.220120	596.0	48	42
Line 72	Underground	44.146320	-80.220120	44.146200	-80.216490	360.0	24	18
Line 73	Underground	44.146200	-80.216490	44.144680	-80.216460	188.0	24	23
Line 74	Underground	44.146200	-80.216490	44.145700	-80.213710	230.0	24	20
Line 75	Underground	44.145700	-80.213710	44.146000	-80.212320	118.0	24	21
Line 76	Underground	44.146000	-80.212320	44.146600	-80.210560	155.0	24	22
Line 77	Underground	44.146000	-80.212320	44.147500	-80.213030	177.0	24	24
Line 78	Underground	44.140920	-80.201690	44.145170	-80.202620	479.0	96	69
Line 79	Underground	44.145170	-80.202620	44.147800	-80.203270	297.0	96	69
Line 80	Underground	44.147800	-80.203270	44.148460	-80.200980	202.0	24	22
Line 81	Underground	44.149090	-80.197850	44.149120	-80.196700	194.0	4	3
Line 82	Underground	44.147800	-80.203270	44.149470	-80.203730	190.0	96	72
Line 83	Underground	44.149470	-80.203730	44.150150	-80.203670	77.0	96	72
Line 84	Underground	44.150150	-80.203670	44.151160	-80.200110	334.0	24	22
Line 85	Underground	44.151160	-80.200110	44.152280	-80.198530	234.0	24	23
Line 86	Underground	44.150150	-80.203670	44.152600	-80.204530	305.0	96	74
Line 88	Underground	44.152600	-80.204530	44.153730	-80.204720	127.0	96	76
Line 89	Underground	44.153730	-80.204720	44.154420	-80.205180	90.0	48	34
Line 90	Underground	44.154420	-80.205180	44.155170	-80.205370	85.0	48	35
Line 91	Underground	44.155170	-80.205370	44.155700	-80.205520	59.0	48	36
Line 92	Underground	44.153730	-80.204720	44.154300	-80.203820	96.0	24	19
Line 93	Underground	44.154300	-80.203820	44.153870	-80.203340	122.0	4	2
Line 94	Underground	44.152600	-80.204530	44.152780	-80.203560	80.0	2	1
Line 95	Underground	44.155700	-80.205520	44.155280	-80.207880	195.0	24	24
Line 96	Underground	44.155280	-80.207880	44.154960	-80.208880	90.0	2	1
Line 97	Underground	44.155700	-80.205520	44.156900	-80.205730	136.0	48	37
Line 98	Underground	44.156900	-80.205730	44.156660	-80.207260	250.0	4	3
Line 99	Underground	44.156900	-80.205730	44.156990	-80.205530	19.0	48	38
Line 100	Underground	44.156990	-80.205530	44.158220	-80.205830	139.0	48	39
Line 101	Underground	44.158220	-80.205830	44.159170	-80.207530	245.0	24	22
Line 102	Underground	44.159170	-80.207530	44.159040	-80.206220	113.0	24	23
Line 103	Underground	44.153870	-80.203340	44.153570	-80.203310	33.0	2	1
Line 104	Underground	44.158220	-80.205830	44.159910	-80.206180	191.0	48	42
Line 105	Underground	44.159910	-80.206180	44.160350	-80.206340	51.0	48	44
Line 106	Underground	44.159910	-80.206180	44.160570	-80.203060	260.0	24	22
Line 107	Underground	44.160570	-80.203060	44.160870	-80.200570	202.0	24	23
Line 108	Underground	44.160870	-80.200570	44.161260	-80.198520	174.0	2	1
Line 109	Underground	44.160350	-80.206340	44.162910	-80.206920	289.0	48	45
Line 110	Underground	44.160350	-80.206340	44.163050	-80.207290	47.0	48	48
Line 111	Underground	44.162910	-80.206920	44.163410	-80.204320	215.0	24	22
Line 112	Underground	44.163410	-80.204320	44.164320	-80.197210	584.0	24	23
Line 181	Underground	44.154810	-80.203000	44.155350	-80.201630	126.0	24	21
Line 182	Underground	44.155350	-80.201630	44.156550	-80.197890	336.0	24	22
Line 183	Underground	44.156550	-80.197890	44.156460	-80.194820	264.0	24	22
Line 184	Underground	44.156460	-80.194820	44.156270	-80.192660	179.0	24	22

Table of Eligible Fibre Route Segments

Total: 75,999.0

Fibre Route Segment Identifier	Construction Method (underground, overhead, submarine)	Segment Location (origin) Latitude	Segment Location (origin) Longitude	Segment Location (destination) Latitude	Segment Location (destination) Longitude	Route Distance [m]	Total Fibre Optic Strands	Spare Fibre Optic Strands
Line 185	Underground	44.156270	-80.192660	44.155760	-80.190400	190.0	24	23
Line 186	Underground	44.155760	-80.190400	44.154930	-80.188200	198.0	24	23
Line 187	Underground	44.154930	-80.188200	44.155090	-80.188030	44.0	4	3
Line 188	Underground	44.154300	-80.203820	44.154810	-80.203000	86.0	24	20
Line 190	Underground	44.108920	-80.192740	44.108870	-80.194140	262.0	192	136
Line 191	Underground	44.108870	-80.194140	44.107690	-80.200500	525.0	24	24
Line 192	Underground	44.107540	-80.192560	44.108920	-80.192740	346.0	192	135
Line 193	Underground	44.105320	-80.193770	44.107540	-80.192560	716.0	192	135
Line 194	Underground	44.103190	-80.193290	44.105320	-80.193770	482.0	192	134
Line 195	Underground	44.098310	-80.192190	44.103190	-80.193290	1,100.0	192	133
Line 196	Underground	44.093600	-80.191150	44.098310	-80.192190	1,062.0	192	133
Line 197	Underground	44.089780	-80.190260	44.093600	-80.191150	862.0	192	132
Line 199	Underground	44.086210	-80.189430	44.089450	-80.190180	734.0	240	180
Line 206	Underground	44.152280	-80.198530	44.152430	-80.200490	342.0	4	3
Line 207	Underground	44.148460	-80.200980	44.148800	-80.199320	138.0	24	23
Line 208	Underground	44.148800	-80.199320	44.149090	-80.197850	122.0	24	23
Line 217	Underground	44.136110	-80.200020	44.136920	-80.195850	345.0	48	41
Line 213	Underground	44.146600	-80.210560	44.146710	-80.209770	91.0	24	23
Line 215	Underground	44.146710	-80.209770	44.146710	-80.209060	80.0	2	1
Line 216	Underground	44.146710	-80.209770	44.150300	-80.213490	504.0	24	24
Line 50	Underground	44.143940	-80.158440	44.145340	-80.151600	569.0	48	46
226, 6, 7, 8, 9, 10 (in area)	Underground	44.267400	-80.232450	44.229860	-80.223490	4,152.0	96	92
	Underground	44.217170	-80.220290	44.216550	-80.220210	71.0	96	92
	Underground	44.216550	-80.220210	44.218230	-80.211720	704.0	48	44
202, 201, 200 (in area)	Underground	44.080210	-80.187620	44.086210	-80.189430	1,420.0	240	180
	Underground	44.089450	-80.190190	44.089780	-80.190260	74.0	240	180

3.1.3 Table of Broadband Route Segments

N/A

3.1.4 Table of Fixed Wireless Sites

N/A

3.1.5 Table of Equipment

See Annex A-5 Section 1.2 Direct Equipment and Direct Material Costs

3.2 Open Access

ISP ensures that the ISP System will achieve Open Access through the following measures.

EH!tel not only supports Open Access, we encourage it. Current examples of Open Access on our existing infrastructure include: Tower and Cabinet Space for Xplornet, dark Fibre and Co-location for SB Fabricating.

For SWIFT's Wellington_EH!tel_4_Ariss, we've provided open access to Packetworks. Packetworks will be utilizing 2Gb.s of the 10Gb.s Internet connection, and co-locate at POP 751. They have leased dark fibres to connect the Ponsonby school and provision their wireless site on 8th Line. Packetworks will provision their PacketTV for EH!tel's subscribers and has the option to lease lines to serve some of their long time subscribers.

Our Open Access Policy:

EH!tel will entertain Open Access requests from any competent, viable and reputable entity. Open Access includes access to: fibre lines (dark or lit), ducts, wireless, POP's, Vaults, FOSCs, and other EH!tel controlled facilities. Pricing will be based on fair market value and a sustainable reasonable return on Investment. Applicable conditions include: risk assessments, insurance requirements, security restrictions, qualifications, credit checks, and compliance requirements.

- Additional Note: EH!tel POPs (existing and as proposed) do not have air-conditioning or heat to save energy, the environment and OPEX. The POPs to have thermostatically controlled exhaust fans and filtered air inlet which is sufficient for EH!tel's equipment plus 50% open access equipment. All proposed equipment has an operating range from 0C to 40C. In the event of a Tenant requiring a higher level of climate control, there is sufficient power and space to install climate control of their preference. EH!tel will authorize the Tenant to install the climate control equipment, at the sole cost of the Tenant.

3.3 Broadband Service Offerings

ISP will provide the following Broadband Service offerings within the described Coverage Area.

Excluding price increases for inflation adjustment, ISP guarantees that an offering of Broadband Service shall remain available for a period of 7 years from the Project Completion Date.

3.4 Network Security

ISP must ensure that the equipment it installs to form part of the ISP System is secure. Physical security measures must be taken to protect the infrastructure and the network built in the Project. ISP will ensure compliance with any applicable Canadian national security requirements as defined and/or administered by the Canadian security authorities. Please

refer to "Security Best Practices for Canadian Telecommunications Service Providers" <https://www.ic.gc.ca/eic/site/smt-gst.nsf/eng/sf10719.html> for additional information.

Physical Security.

The POPs will be secured utilizing electronic locks to provide a fully auditable access control record for each physical segment of the network, and to ensure that customers utilizing the network for Healthcare, Government or Payment Card processing can comply with all the security, access control and logging requirements that they may face in their various industries. POP External doors will feature complete two factor authentication (2FA) utilizing the method – 'something you know (unique four-digit code) and something you have. This level of physical security far exceeds the standard simple push button combination locks found on most providers rural POPs and Remote COs as in many cases these combinations are not immediately changed with staffing changes (regional relocation, or worse departures) and combinations may exist for years before being cycled.

External video security cameras will be rugged environment units with integrated UV lighting to provide a clear picture during low light conditions. External IP cameras will not only be protected from vandalism, but also network intrusion by utilizing 802.1X port access control to prevent an intruder from 'knocking' the camera off and then connecting to the exposed network cable. Internal video security will ensure all areas of the POP are being monitored and tracked.

Bollards and Fencing are optional, depending on the property owner's preferences or requirements. All electronic components of the network are housed within the POPs. The entire OSP is underground, which minimizes visual impact, and eliminates risks due to severe weather, tree trimming, and vehicular impacts.

Network Security.

EH!tel's network is structured so that all active electronics are managed in a securely isolated network segment. This segmentation is handled utilizing 802.1Q vlans, and then separate layer-3 domains by way of VRF-lite (Virtual routing and forwarding), and MPLS. Devices all utilize secure encrypted protocols for management such as HTTPS and SSH with a minimum key strength of 2048-bit.

Additional layers of network security to further provide protection when information is traveling across third-party networks include, but are not limited to the use of MACsec security on all DWDM and EPL uplinks.

Access to the management network will be through the use of 2FA SSL VPN connections and all techs will utilize virtual jump boxes to maintain the active network electronics further reducing the risk of malware being introduced from their personal PCs or notebooks to the production network equipment.

The management network is protected by a stateful firewall that utilizes IPS and is regularly checking for SNORT / Cisco Talos Rule updates. All devices utilize centralized TACACS or RADIUS authentication and authorization, and a syslog server is setup to capture all device logs including logins.

The network also has the ability to provide for transparent lawful interception / lawful access through the use of RSPAN / SPAN ports, and further granular access can be enabled at the POPs by utilizing the Lawful Intercept Architecture found on Cisco IOS XE 3.X (and later) on the Cisco ASR920 router.

4. SERVICE AVAILABILITY

ISP guarantees that each Premises Passed within the described Coverage Area will be capable of subscribing to Broadband Service.

The described Coverage Area contains 649 Underserved Premises.

5. PREMISES PASSED

ISP ensures that all funded wireline infrastructure must be designed to ensure that Broadband Service can be delivered to all Premises Passed via wireline drop connections.

ANNEX A-2

MILESTONE DELIVERABLES

ISP will ensure that the following Milestone Deliverables are submitted by the Milestone Deliverables due dates set out in the Project Data Sheet.

Milestone Deliverables are provided to the Project at three key stages of the Project:

Milestone #1: (Design Complete)	At this stage, the design is complete for the entire ISP System and the Design Completion Report is submitted.
Milestone #2: (Construction Complete)	At this stage, the entire ISP System is constructed and the Construction Completion Report is submitted.
Milestone #3: (In Service)	At this stage, the entire ISP System is in operation and Broadband Service is available and the Final Implementation Report is submitted.

The Milestones corresponding activities must be completed on or before the Milestone Deliverables due dates set out in Annex A-3 of Schedule A.

1. MILESTONE #1 DELIVERABLES

Design Completion Report (template to be provided by SWIFT) shall include the following;

i. Project Deliverables Statement

A statement confirming that the Project as set out in Schedule A is accurate and up to date and that the detailed design is complete.

ii. Detailed Design

The detailed design shall encompass the following additional information to Schedule A:

A. Detailed LND

- Capacity of each backhaul link
- Port level capacity of each electronic equipment (ingress and egress)
- For fibre, the strand count associated with each segment
- For wireline, the number of premises connected to each final leg of wireline segment in the distribution network
- For fixed wireless, the spectrum proposed for each base station sector, the total capacity available for each sector and the number of premises connected to each sector.

B. Outside Plant Design

ISP to include the following detail in their Outside Plant Design.

- Indicate the locations/coordinates of all physical items of the network including facilities (POPs), wireline (each segment labelled with unique ID), POIs, including all splice points (FOSC's, cabinets, pedestals and aerial enclosures), vaults, and radio towers.
- The Outside Plant Design shall be provided in an attached file in geospatial data file format (KML, SHP, etc.).

ISP will also provide their detailed CAD drawings in PDF format appended to this document.

iii. Coverage Area Map (Fixed Wireless)

ISP to include an updated coverage area map with additional information regarding fixed wireless base station deployments (if applicable) that depicts the area served by each sector and the premises connected to the specific sector.

The Coverage Area Map shall be provided as a separate file in a geospatial data file (KML, SHP, etc.) format.

iv. Spectrum License

If applicable, proof of spectrum licenses from Canada for projects with a wireless component in a licensed band, or proof of registration with Canada for projects with a fixed wireless component in a lightly licensed band.

2. MILESTONE #2 DELIVERABLES

Construction Completion Report (template to be provided by SWIFT) shall include the following:

i. Project Deliverables Statement

A statement confirming that the Project as set out in Milestone #1 is accurate and up to date and that detailed design is complete.

ii. As-Built Drawings

- Finalized PDF diagrams of the detailed design as physically constructed.
- Photographs of each Project Site (indoor and outdoor).
 - For indoor locations, including COs/Headends/POPs, provide photos of the fibre ingress into the facility, all relevant equipment/electronics (rack and non-rack mounted) and a panoramic view of the interior to indicate available space for open access and expansion.
 - For outdoor locations, provide photos of the exterior of enclosures, including POIs (all FOSCs and splice points), cabinets, pedestals, vaults, and fixed

wireless base station facilities and towers (PMP/PTP), including a clear view of all installed antennas. Each photo shall be labelled with a unique identifier and GPS coordinates.

iii. Certification

Certification by a Professional Engineer or an executive officer of ISP that the network has been constructed as per the final design.

3. MILESTONE #3 DELIVERABLES

Final Implementation Report (template to be provided by SWIFT) shall include the following:

i. Proof of Customer Connectivity and System Functionality

Proof that customers totaling 1% of premises passed have been active and are in-service, in accordance with the Acceptance Test Plan (to be provided by SWIFT). This will involve testing the 1% of premises in a distributed manner throughout the entire architecture to ensure full network functionality end-to-end. For wireline, a portion of the 1% of premises will be tested towards the beginning, middle and end of the wireline distribution network. For fixed wireless, a portion of the 1% of premises will be tested across a select set of base stations and sectors throughout the network.

ii. Certification

Functional testing results of 1% of the premises passed signed-off by a Professional Engineer or an executive officer of ISP (per testing requirements provided by SWIFT and with the option for observation by SWIFT).

iii. Variances

Rectification of any Material Variances in the ISP System identified by either SWIFT or the Province.

ANNEX A-3

PROJECT SCHEDULE

ISP will complete the Project in accordance with the following time schedule:

ACTIVITY	START DATE	END DATE	2020												2021												2022												2023											
			J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J						
Design	2021-09-01	2022-09-30																																																
Construction	2022-04-01	2022-11-30																																																
Implementation	2022-12-01	2023-03-31																																																

MILESTONE 1 Design complete and Design Completion Report submitted

MILESTONE 2 Construction complete and Construction Completion Report submitted

MILESTONE 3 Implementation (1% of customers in service) complete and Implementation Completion Report submitted

ANNEX A-4

PROJECT BUDGET

1. SUMMARY OF ESTIMATED PROJECT COSTS

Summary of Estimated Project Costs

Project Costs	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	Total Summary by Year	Breakdown by Cost	Variance
Direct Labour								
Design & Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction Administration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction Labour	\$ -	\$ -	\$ 3,475,442	\$ -	\$ -	\$ 3,475,442	\$ 3,475,442	\$ -
Sub-Total Direct Labour	\$ -	\$ -	\$ 3,475,442	\$ -	\$ -	\$ 3,475,442	\$ 3,475,442	\$ -
Direct Materials & Equipment	\$ -	\$ -	\$ 271,141	\$ -	\$ -	\$ 271,141	\$ 271,141	\$ -
Direct Fibre	\$ -	\$ -	\$ 111,024	\$ -	\$ -	\$ 111,024	\$ 111,024	\$ -
Total Eligible Costs	\$ -	\$ -	\$ 3,857,608	\$ -	\$ -	\$ 3,857,608	\$ 3,857,607	\$ -
Ineligible Costs	\$ -	\$ -	\$ 240,345	\$ -	\$ -	\$ 240,345	\$ 240,345	\$ -
Total Project Costs	\$ -	\$ -	\$ 4,097,952	\$ -	\$ -	\$ 4,097,952	\$ 4,097,952	\$ -
HST	\$ -	\$ -	\$ 532,734	\$ -	\$ -	\$ 532,734		
Total Project Costs Including HST	\$ -	\$ -	\$ 4,630,686	\$ -	\$ -	\$ 4,630,686		

2. SUMMARY OF ESTIMATED PROJECT FINANCING

Summary of Estimated Project Financing

Sources of Funding	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	Total Funding	Total Eligible Costs	Variance
SWIFT	\$ -	\$ -	\$ 2,295,423	\$ -	\$ -	\$ 2,295,423	N/A	\$ -
Other Sources of Federal Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Recipient	\$ -	\$ -	\$ 1,562,185	\$ -	\$ -	\$ 1,562,185		
Total Eligible Costs	\$ -	\$ -	\$ 3,857,608	\$ -	\$ -	\$ 3,857,608	\$ 3,857,607	\$ -
SWIFT Contribution Percentage	0.0%	0.0%	59.5%	0.0%	0.0%	59.5%		
Recipient Contribution Percentage	0.0%	0.0%	40.5%	0.0%	0.0%	40.5%		

ANNEX A-5

ELIGIBLE AND INELIGIBLE COSTS

1. ELIGIBLE COSTS

1.1 Direct Labour Costs

Table of Direct Labour Costs

Total Labour	\$ 3,475,442
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Design & Engineering

Description	Internal / External	Unit of Measure	Unit Cost	Total Units	Total Cost
TOTAL					\$ -
			\$ -		\$ -

Construction Administration

Description	Internal / External	Unit of Measure	Unit Cost	Total Units	Total Cost
TOTAL					\$ -
			\$ -		\$ -

Construction Labour

Description	Internal / External	Unit of Measure	Unit Cost	Total Units	Total Cost
TOTAL					\$ 3,475,442
FibreXpress Installation of Ducts (HDD/VP)	External	Metres	\$ 48.98	59683	\$ 2,923,273
FibreXpress Installation POI's	External	Units	\$ 380.00	214	\$ 81,320
FibreXpress Installation & Fusing of FOSCs	External	Units	\$ 780.00	191	\$ 148,980
					\$ -
FibreXpress Installation of Fibre into Ducts	External	Metres	\$ 3.80	75755	\$ 287,869
FibreXpress Install POP Concrete Pad w infloor vault Mulmur POP	External	Units	\$ 3,000.00	1.0	\$ 3,000
FibreXpress Transport & Install POP onto PAD Mulmur POP	External	Units	\$ 2,500.00	1.0	\$ 2,500
FibreXpress Install POP Insulation/Truscore Mulmur POP	External	Units	\$ 2,500.00	1.0	\$ 2,500
Brent Rawn Electric Install 100AMP Hydro Service Mulmur POP	External	Units	\$ 6,000.00	1.0	\$ 6,000
Zeke HVAC to install Gas/Propane for Generator Mulmur POP	External	Units	\$ 3,000.00	1.0	\$ 3,000
FibreXpress Install POP Concrete Pad w infloor vault Shelburne POP	External	Units	\$ 3,000.00	1.0	\$ 3,000
FibreXpress Transport & Install POP onto PAD Shelburne POP	External	Units	\$ 2,500.00	1.0	\$ 2,500
FibreXpress Install POP Insulation/Truscore Shelburne POP	External	Units	\$ 2,500.00	1.0	\$ 2,500
Brent Rawn Electric Install 100AMP Hydro Service Shelburne POP	External	Units	\$ 6,000.00	1.0	\$ 6,000
Zeke HVAC to install Gas/Propane for Generator Shelburne POP	External	Units	\$ 3,000.00	1.0	\$ 3,000

Leased Construction Equipment

Type and Description	Unit of Measure	Unit Cost	Total Units	Total Cost
TOTAL				\$ -
				\$ -

1.2 Direct Equipment and Direct Material Costs

Table of Direct Equipment and Materials

Total Equipment + Materials \$ 271,141

Direct Equipment

Type	Description	Manufacturer	Model	Location where installed (use identifier)	Unit of Measure	Unit Cost	Qty	Total Cost
TOTAL								\$ 121,910
Electronics - Switch / Router	Edge Router	Cisco	ASR920	Badjeros POP	Units	\$ 6,000.00	1.0	\$ 6,000
Electronics - Optical Switch / Line Cards	8 Port GPON OLT	Ubiquiti	UF-OLT-8	Badjeros POP	Units	\$ 1,980.00	1.0	\$ 1,980
Electronics - Optical Switch / Line Cards	16port SFP Switch	Ubiquiti	ES-16-XG	Badjeros POP	Units	\$ 780.00	1.0	\$ 780
Electronics - Optical Switch / Line Cards	GPON SFP 2.4/1.2 Gb w patch	Ubiquiti	UF-GP-B+	Badjeros POP	Units	\$ 124.00	2.0	\$ 248
Electronics - Optical Switch / Line Cards	10Gb SFP w patch cable	Generic	SFP 10	Badjeros POP	Units	\$ 60.00	6.0	\$ 360
Electronics - Switch / Router	48 port Switch w 10Gb uplink + poe	Ubiquiti	ES-48-500W	Badjeros POP	Units	\$ 1,024.00	1.0	\$ 1,024
Other	Security Camera w night vision	Ubiquiti	UVC-G3-PRO	Badjeros POP	Units	\$ 150.00	4.0	\$ 600
Electronics - Switch / Router	48 port Switch w 10Gb uplink + poe	Ubiquiti	ES-48-500W	Mulmur POP	Units	\$ 1,024.00	1.0	\$ 1,024
Electronics - Switch / Router	Edge Router	Cisco	ASR920	Mulmur POP	Units	\$ 6,000.00	2.0	\$ 12,000
Electronics - Optical Switch / Line Cards	8 Port GPON OLT	Ubiquiti	UF-OLT-8	Mulmur POP	Units	\$ 1,980.00	8.0	\$ 15,840
Electronics - Optical Switch / Line Cards	16port SFP Switch	Ubiquiti	ES-16-XG	Mulmur POP	Units	\$ 780.00	1.0	\$ 780
Electronics - Optical Switch / Line Cards	10Gb SFP w patch cable	Generic	SFP 10	Mulmur POP	Units	\$ 60.00	14.0	\$ 840
Electronics - Optical Switch / Line Cards	GPON SFP 2.4/1.2 Gb w patch	Ubiquiti	UF-GP-B+	Mulmur POP	Units	\$ 124.00	64.0	\$ 7,936
Other	44U rack 77"H x 20"W	Hammond	RB2P77B	Mulmur POP	Units	\$ 150.00	3.0	\$ 450
UPS/Power	3000VA Smart UPS 2U RM	APC	DLA300RM2U	Mulmur POP	Units	\$ 900.00	1.0	\$ 900
UPS/Power	8port Remote Pwr Controller	CyberPower	PDU41001	Mulmur POP	Units	\$ 500.00	2.0	\$ 1,000
UPS/Power	100Amp Transfer Switch	Generac	RXSW100A3	Mulmur POP	Units	\$ 950.00	1.0	\$ 950
UPS/Power	8Kw Auto generator NG	Generac	7029	Mulmur POP	Units	\$ 3,500.00	1.0	\$ 3,500
Other	PRTG Server w Windows License	Dell	SFF 1U R310	Mulmur POP	Units	\$ 500.00	1.0	\$ 500
Other	Lock Software/hardware	SALTO	Package	Mulmur POP	Units	\$ 1,800.00	1.0	\$ 1,800
Other	Security Camera w night vision	Ubiquiti	UVC-G3-PRO	Mulmur POP	Units	\$ 150.00	4.0	\$ 600
Other	SC/APC Field Connectors	Multlink	066-025-10	Mulmur POP	Units	\$ 7.95	578.0	\$ 4,578
Other	144 Count RM 4U FPP (kit)	Multlink	ML-42-144-B-SAD-00	Mulmur POP	Units	\$ 890.00	4.0	\$ 2,760
Electronics - Switch / Router	48 port Switch w 10Gb uplink + poe	Ubiquiti	ES-48-500W	Shelburne POP	Units	\$ 1,024.00	1.0	\$ 1,024
Electronics - Switch / Router	Edge Router	Cisco	ASR920	Shelburne POP	Units	\$ 6,000.00	2.0	\$ 12,000
Electronics - Optical Switch / Line Cards	8 Port GPON OLT	Ubiquiti	UF-OLT-8	Shelburne POP	Units	\$ 1,980.00	8.0	\$ 15,840
Electronics - Optical Switch / Line Cards	16port SFP Switch	Ubiquiti	ES-16-XG	Shelburne POP	Units	\$ 780.00	1.0	\$ 780
Electronics - Optical Switch / Line Cards	10Gb SFP w patch cable	Generic	SFP 10	Shelburne POP	Units	\$ 60.00	14.0	\$ 840
Electronics - Optical Switch / Line Cards	GPON SFP 2.4/1.2 Gb w patch	Ubiquiti	UF-GP-B+	Shelburne POP	Units	\$ 124.00	64.0	\$ 7,936
Other	44U rack 77"H x 20"W	Hammond	RB2P77B	Shelburne POP	Units	\$ 150.00	3.0	\$ 450
UPS/Power	3000VA Smart UPS 2U RM	APC	DLA300RM2U	Shelburne POP	Units	\$ 900.00	1.0	\$ 900
UPS/Power	8port Remote Pwr Controller	CyberPower	PDU41001	Shelburne POP	Units	\$ 500.00	2.0	\$ 1,000
UPS/Power	100Amp Transfer Switch	Generac	RXSW100A3	Shelburne POP	Units	\$ 950.00	1.0	\$ 950
UPS/Power	8Kw Auto generator NG	Generac	7029	Shelburne POP	Units	\$ 3,500.00	1.0	\$ 3,500
Other	PRTG Server w Windows License	Dell	SFF 1U R310	Shelburne POP	Units	\$ 500.00	1.0	\$ 500
Other	Lock Software/hardware	SALTO	Package	Shelburne POP	Units	\$ 1,800.00	1.0	\$ 1,800
Other	Security Camera w night vision	Ubiquiti	UVC-G3-PRO	Shelburne POP	Units	\$ 150.00	4.0	\$ 600
Other	SC/APC Field Connectors	Multlink	066-025-10	Shelburne POP	Units	\$ 7.95	578.0	\$ 4,578
Other	144 Count RM 4U FPP (kit)	Multlink	ML-42-144-B-SAD-00	Shelburne POP	Units	\$ 890.00	4.0	\$ 2,760

Direct Materials

Type	Description	Manufacturer	Model	Location where installed (use identifier)	Unit of Measure	Unit Cost	Qty	Total Cost
Total								\$ 149,231
Enclosure / Shelter	10x10FT steel clad Prefab	Anson Martin	Prefab	Mulmur POP	Units	\$ 3,500.00	1.0	\$ 3,500
Enclosure / Shelter	Truscore Vinyl Interior	Truscore	NA	Mulmur POP	Units	\$ 2,000.00	1.0	\$ 2,000
Enclosure / Shelter	Insulation	Generic	R20/R40 Fiberglass	Mulmur POP	Units	\$ 1,000.00	1.0	\$ 1,000
Enclosure / Shelter	Concrete & Rebar for PADs	Generic	30MPGwAir/Rebar	Mulmur POP	Units	\$ 1,500.00	1.0	\$ 1,500
Enclosure / Shelter	24x36x18 in-floor vault	Habbel	24x36x18 Quartzite T22	Mulmur POP	Units	\$ 420.00	158.0	\$ 66,360
Vault / Cabinet / Pedestal	13x24x18 Quartzite T22	Habbel	13x24x18 Quartzite T22	M-CR124-14	Units	\$ 200.00	1.0	\$ 200
Vault / Cabinet / Pedestal	Round Drop Vault with Lid	Pencell Plastics	PE6	L-MCUT-44a	Units	\$ 23.00	1.0	\$ 23
Vault / Cabinet / Pedestal	Round Drop Vault with Lid	Pencell Plastics	PE6	L-MCUT-49	Units	\$ 23.00	1.0	\$ 23
Vault / Cabinet / Pedestal	Round Drop Vault with Lid	Pencell Plastics	PE6	B-DELL-10	Units	\$ 23.00	1.0	\$ 23
Vault / Cabinet / Pedestal	4000D FOSC + Accessories	Multlink	4000D	OSP	Units	\$ 348.00	77.0	\$ 26,796
Vault / Cabinet / Pedestal	4000D FOSC + Accessories (in served area to provision unserved area)	Multlink	4000D	OSP	Units	\$ 348.00	11.0	\$ 3,828
Vault / Cabinet / Pedestal	4048 FOSC + Accessories	Multlink	4048	multi location	Units	\$ 232.00	103.0	\$ 23,896
Passive Splitter / Coupler	1x8 Splitter	Generic	Generic	multi location	Units	\$ 25.00	115.0	\$ 2,875
Enclosure / Shelter	10x10FT steel clad Prefab	Anson Martin	Prefab	Shelburne POP	Units	\$ 3,500.00	1.0	\$ 3,500
Enclosure / Shelter	Truscore Vinyl Interior	Truscore	NA	Shelburne POP	Units	\$ 2,000.00	1.0	\$ 2,000
Enclosure / Shelter	Insulation	Generic	R20/R40 Fiberglass	Shelburne POP	Units	\$ 1,000.00	1.0	\$ 1,000
Enclosure / Shelter	Concrete & Rebar for PADs	Generic	30MPGwAir/Rebar	Shelburne POP	Units	\$ 1,500.00	1.0	\$ 1,500
Vault / Cabinet / Pedestal	Round Drop Vault with Lid	Pencell Plastics	PE6	H-OLDF-30	Units	\$ 23.00	9.0	\$ 207

1.3 Direct Fibre and Other Major Assets

Table of Direct Fibre

Direct Fibre

\$ 111,024

Direct Fibre

Model/Manufacturer	# of Strands (if applicable)	Geographic Distance (m)	Cable Length (m)	Cost Per Metre	Total Cost
TOTAL		75999			\$ 111,024
Flat Drop w T / Generic	2	3,290	4,393	\$ 0.50	\$ 2,197
Blowable Micro SM 024	24	12,293	14,986	\$ 0.66	\$ 9,891
Blowable Micro SM 048	48	17,121	20,321	\$ 0.94	\$ 19,102
Blowable Micro SM 096	96	42,181	49,545	\$ 1.54	\$ 76,299
Blowable Micro SM 144	144	1,114	1,443	\$ 2.45	\$ 3,535

1.4 Other Direct Eligible Costs

N/A

2. INELIGIBLE COSTS

Table of Ineligible Costs

Total Ineligible Costs

\$ 240,345

A. Costs as described in the Ineligible Costs section of Schedule B within the Project Agreement

Description	Unit of Measure	Number of Units	Unit Cost	Total Cost
TOTAL				\$ 240,345
2ct Flat Drop Service Lines	Metres	117,323.0	\$ 0.50	\$ 58,662
1.25" SDR13.5 Duct for Drops - Rd X & Same Segment	Metres	4,320.0	\$ 1.40	\$ 6,048
Drop Vaults - PE7 Pencil	Units	245.0	\$ 23.00	\$ 5,635
FibreXpress Effort - Drop Fibre to Preams at ROW	Units	675.0	\$ 80.00	\$ 54,000
FibreXpress Effort - Drop Vaults Installed/Restored at ROW	Units	245.0	\$ 80.00	\$ 19,600
FibreXpress Effort - Duct for Drops - HDD Shots Rd X	Units	108.0	\$ 800.00	\$ 86,400
16K error			\$ -	\$ -
Dufferin County ROW Surveying Cost		1.0	\$ 10,000.00	\$ 10,000

SCHEDULE B ELIGIBLE COSTS AND INELIGIBLE COSTS

1. ELIGIBLE COSTS

Eligible Costs are those costs that are, in SWIFT's and the Province's sole and absolute discretion, properly and reasonably incurred, as well as paid or reimbursed by ISP, and are necessary for the successful completion of the Project. Eligible Costs only include the following:

- (a) Costs incurred on or after the Effective Date;
- (b) The capital costs for constructing, renewing, rehabilitating, materially enhancing or renovating an asset;
- (c) Direct labour cost meaning the portion of ISP's gross wages or salaries incurred for work which can be specifically identified and measured as having been used on the Project (a maximum of 5% of total Eligible Costs can be related to construction administration);
- (d) Direct equipment and material costs required for the completion of the Project, including servers, switches, fibre optic cable, radio equipment, repeaters, towers, poles, back-up power supplies, shelters and network broadband connectivity devices including upgrades;
- (e) Software required for the telecommunications and network facilities related to the construction of the Project.
- (f) The costs of Project-related signage, lighting, Project markings and associated utility adjustments;
- (g) Dedicated Locators or Locates, provided they are being utilized for the sole purpose of the eligible portions of the Project;
- (h) All planning, including plans and specifications, and assessment costs, such as costs associated with environmental planning, surveying, engineering and management consulting services;
- (i) Costs for consulting with Aboriginal Groups, provided those costs do not include accommodation costs and legal costs;
- (j) Auditing costs;
- (k) The costs for leasing/renting equipment directly related to the implementation of the Project;
- (l) Other costs that are, in SWIFT and the Province's sole and absolute discretion, direct, incremental and necessary for the successful completion of the Project, provided those costs have been approved by the Province in writing prior to being incurred; and
- (m) Any costs associated with infrastructure located in an Exclusion Zone that is intended solely for transport and/or backhaul purposes and does not allow for subscriber access connections to the ISP Network.

2. INELIGIBLE COSTS

The following costs are Ineligible Costs under this Agreement:

- (a) Costs incurred prior to the Effective Date;
- (b) Costs incurred after the Project Completion Date (except for any work required to correct Material Variances after the Project Completion Date);

- (c) Costs associated with developing an application or funding proposal to receive funding under any other funding programs;
- (d) Costs related to the purchasing of land, buildings and associated real estate as well as all related fees associated with the purchasing of land, buildings and associated real estate;
- (e) Any costs associated with placing Project Assets in a community that has more than one hundred thousand people within that community's boundaries as of 2011 Census where the Project Assets are not primarily serving a community that has less than one hundred thousand people within that community's boundaries as of 2011 Census;
- (f) Any costs associated with placing Project Assets to provide service to a community that already has wireline and fixed wireless access infrastructure capable of providing the CRTC's target minimum data transfer speeds of 50 Mbps download and 10 Mbps upload or such other higher minimum data transfer speeds standards as the CRTC may determine within the term of this Agreement;
- (g) Financing charges and interest payments on loans;
- (h) The costs for leasing land, buildings and other facilities;
- (i) Except as specified in section 1(k) of this Schedule B of the Agreement, the costs of leasing equipment;
- (j) Furnishings and non-fixed assets which are not essential to complete the Project;
- (k) Costs of services or works normally provided by ISP, incurred in the course of implementation of the Project, unless they have been specifically set out as being an Eligible Cost under section 1 of this Schedule B of the Agreement;
- (l) Costs related to any goods and services which are received through donations or in kind;
- (m) Any overhead costs ordinarily incurred, including salaries, per diems and associated benefits of any employees of ISP, direct or indirect operating or administrative expenditures of the Recipient, unless those costs are in accordance with section 1(c) of this Schedule B of the Agreement;
- (n) Taxes for which ISP is eligible to receive a tax rebate;
- (o) Any other costs in which ISP is able to claim any type of rebate or refund, irrespective of whether ISP makes a claim;
- (p) Legal fees;
- (q) Radio and spectrum licensing fees
- (r) Costs to lobby any level of government for additional funding for the Project or additional aspects to the Project incurred by any of ISP's employees or any consultants ISP may hire;
- (s) Any costs ISP is eligible to receive or will receive funding from the Province or SWIFT under any other agreement;
- (t) Without limiting the foregoing, any other costs that are not specifically set out as Eligible Costs under section 1 of this Schedule B of the Agreement or which SWIFT and the Province did not approve in writing prior to ISP incurring and paying those costs;
- (u) Any equipment, assets or material on Customer premises;
- (v) Operational costs to run the Project Assets, including but not limited customer service software; and
- (w) Any construction administration and design and engineering costs exceeding 5% of total eligible funding.

Without limiting the foregoing, neither ISP nor any person providing goods, services or both for the Project will obtain those goods, services or both from another person that is

not arm's length from ISP or the person providing the goods, services or both for the Project without SWIFT's prior written approval. SWIFT may impose terms and conditions on any written approval it provides.

Should there be any question related to the eligibility of specific costs, the ISP should communicate such questions to SWIFT for further consideration.

SCHEDULE C REPORTING REQUIREMENTS

1. REPORTING

ISP will ensure that appropriate data collection processes are in place to enable the capture and reporting of data necessary to complete all reports. ISP will prepare and submit all reports in the forms provided by SWIFT for such purposes, as updated from time to time.

Horizontal Directional Drill Watercourse & Wetlands Crossing Procedures

- Sediment Fence to be set up a minimum of 10 metres from water course
- Sediment Fence to be set up around each entry/exit pit
- Horizontal directional drill to be set up behind the sediment fence
- Minimum of 1.5 metres cover depth from the duct to the bed of the water course
- All disturbed areas to be restored to original state

Figure 1

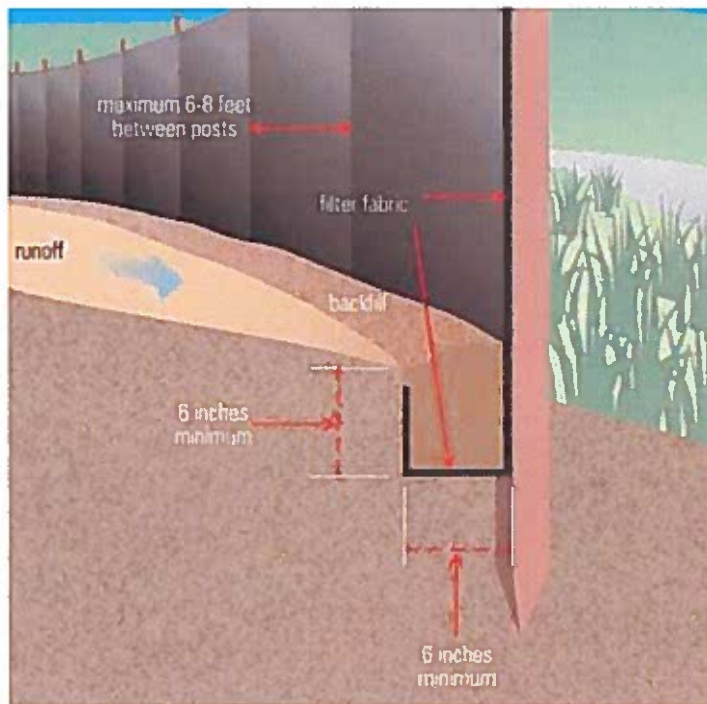
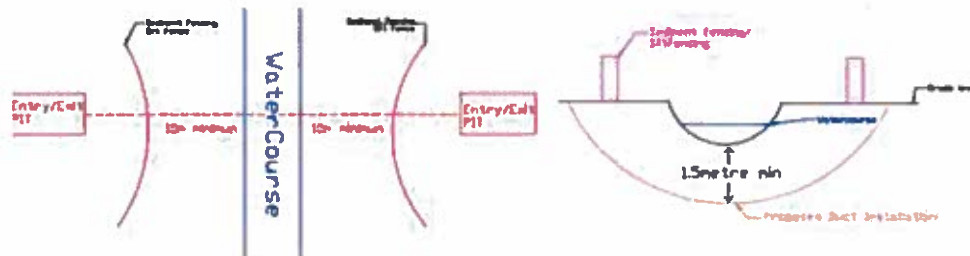


Figure 2





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392058 Grey Road 109
Holstein, ON, N0G 2A0
Tel: 519-594-0946

Contingency Plan

If, for any reason, the attempt to cross this watercourse by means outlined above is not successful, the Environmental Planner will be contacted to discuss an alternative crossing method. It should be noted that under no circumstances shall an alternative crossing method be attempted for any crossing without prior notification. Any changes to the Stream Crossing Review may require permit amendments or governmental agency approval. If unforeseen events cause the strategies set out in this plan to be insufficient or inappropriate to meet the objective, the company is expected to respond in a safe and timely manner with all reasonable measures to prevent, counteract or remedy any effects on fish or fish habitat that may result. DFO or CA is to be notified as soon as practical.

Spill reporting procedures established by MOE shall be used to report any unexpected discharge of silt or sediment at the water crossing. The spill/incident shall also be reported to the DFO or CA as soon possible in these circumstances.

If DFO determines that long term damage to fish habitat has occurred due to failure of this plan to control sediment, a restoration plan will be developed by the company, in consultation with and approval from DFO for implementation by the company.

Restoration

The following conditions should be adhered to for the restoration of the construction site and adjacent lands:

- Ensure the entry and exit pits are cleared of drilling fluids and the fluids are disposed of in approved location
- Any disturbed areas adjacent to the watercourse will be seeded, covered with erosion control matting or equivalent and restored as close as possible to preconstruction conditions
- Vegetation on watercourse banks will remain in place or will be replaced following construction
- All seeding and vegetation replacement will be with native species to Ontario
- If construction monitoring reveals erosion problems, remedial work will be undertaken as quickly as possible
- All debris/garbage shall be removed from construction site to an approved location
- If there is insufficient time remaining in the growing season, the site should be stabilized (cover exposed areas with erosion control blankets to keep the soil in place and prevent erosion) and vegetated the following spring
- Maintain effective sediment and erosion control measures until vegetation of disturbed areas is achieved

Generic Sediment Control Plan – Horizontal Directional Drill

Fisheries and Oceans Canada (DFO) is responsible for protecting fish and fish habitat across Canada. Under the Fisheries Act, no one may carry out a work or undertaking that will cause the harmful alteration, disruption or destruction (HADD) of fish habitat unless it has been authorized by the DFO.

By following the conditions and measures set out in the Stream Crossing Review and these drawings (See figure 1 and 3), Eh!tel Networks Inc will be in compliance with subsection 33(1) of the Fisheries Act.

This plan sets out the measures that will be taken by Eh!tel Networks Inc and its contractors in order to avoid negative impacts to fish habitat during horizontal directional drill crossings. The conditions and techniques set out on this plan are to be followed unless approved otherwise by the DFO.

Crossing Procedures

Sediment fences are to be established 10 meters between the entry and exit points and the watercourse (potential for sediment to enter watercourse) (See figure 1)

The entry and exit points must be located as identified on this plan.

Mud pits are to be excavated at the entry and exit points of the drill to contain drilling fluids to prevent sediment and other deleterious substances from entering the watercourse. If this cannot be achieved, use silt fences or



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other effective sediment and erosion control measures to prevent drilling mud from entering the watercourse. These pits must be excavated prior to back roaming. All excess material is to be removed from the construction during all phases of the crossing attempt.

Measures to Protect Fish and Fish Habitat when Horizontal Directional Drilling

The company must use materials, construction practices, mitigation techniques and monitoring of operations of every water crossing in order to prevent an unauthorized HADD or the impairment of water quality. The following requirements apply to any permanent or intermittent waterbody (stream, river, pond) and areas adjacent to it. Design the drill path to an appropriate depth below the watercourse to minimize the risk of frac-out and to a depth to prevent the line from becoming exposed due to natural occurring instances of the steam bed. Ensure the drill entry and exit points are far enough from the banks of the water course to have minimal impact on these areas. The company will adhere to all permits and approvals of Federal and Provincial agencies related to watercourse crossings.

Use existing trails, roads or cut lines where possible, or access routes to avoid disturbance to the riparian vegetation.

Sediment fence must be installed between the work site and the watercourse. Ensure all fencing is property keyed into the ground.

Prior to removal of the low vegetation cover, effective mitigation techniques for erosion and sediment control must be in place to protect water quality. Limit the areal extent of disturbance to the minimum and within the road or utility right of way. Delay grubbing to immediately prior to the crossing operation.

Materials removed or stockpiled during construction must be deposited in a manner to ensure sediment does not enter a waterbody. This material must be protected with appropriate erosion and sediment controls devices (sediment fencing).

All vehicles, machinery and other construction equipment shall not enter the water. There must be no fording of any waterbody. The company is to adhere to the Generic Sediment Control Plan for Temporary Vehicle Crossings. The plan is endorsed by the DFO.

Refuelling and lubrication of equipment will be conducted in areas that will allow any accidental spill of deleterious substances to be disposed of in an approved location before it reaches any waterbody. Appropriate spill prevention kits shall be readily available on site. (Please see Spill Control & Response Procedures)

Monitor the watercourse to observe signs of surface migration (frac-out) of drilling mud during all phases of construction.

The company will be held responsible for implementation of this plan.

Emergency Frac-Out Response and Contingency Planning

Keep all material and equipment needed to contain and clean up drilling mud releases on site and readily accessible in the event of a frac-out.

The drilling procedures will be closely monitored throughout the crossing attempt to limit the extent of a "fracture"

If the pilot drill results in a fracture (drill fluids enter the stream bed or stream banks), drilling should be stopped immediately and the procedures outlined in the Environmental Compliance section should be followed.

Measures must be taken to contain the drilling and prevent its further migration into the watercourse. Measures to control fracturing will include, stopping the drill, the use of vacuum trucks, excavation of relief pits (dry land) and any other measures deemed appropriate by the company.

Prioritize cleanup activities relative to the risk or potential harm and dispose of the drilling mud in a manner that prevents re-entry into the watercourse.

Ensure clean up measures do not result in greater damage to the banks and watercourse than from leaving the drilling mud in place.

Once the site has been deemed secure and the risk of drilling mud entering the watercourse has been addressed,



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the drill shall be pulled back and can be restarted with a new deeper attempt and/or a change to the existing running line, to attempt to avoid the fracturing problem.

If subsequent drill attempts result in additional fracturing, then the crossing shall be halted, and the Environmental Planning group should be contacted. Additional permits or authorizations to continue the drill using in-stream mitigation or to change the crossing technique, may be required.

If the horizontal directional drill cannot be completed, a dam and pump, or flumed crossing technique will be implemented following the specific Generic Sediment Control Plan endorsed by DFO under the DFO-OGLA Agreement 2008.

Company

In the event that drilling fluids enter the watercourse or turbidity is generated by air migration, the Department of Fisheries and Oceans or local Conservation Authority (CA) shall be contacted by the Company Inspector. DFO contact information is provided on the Stream Crossing Review and CA contact information can be found on the permit. When this has been completed, Union's Environmental Planning Department or Lands Department staff shall also be notified. All calls identified above are mandatory and are to be completed immediately after the incident has occurred.

Environmental Compliance Contractor

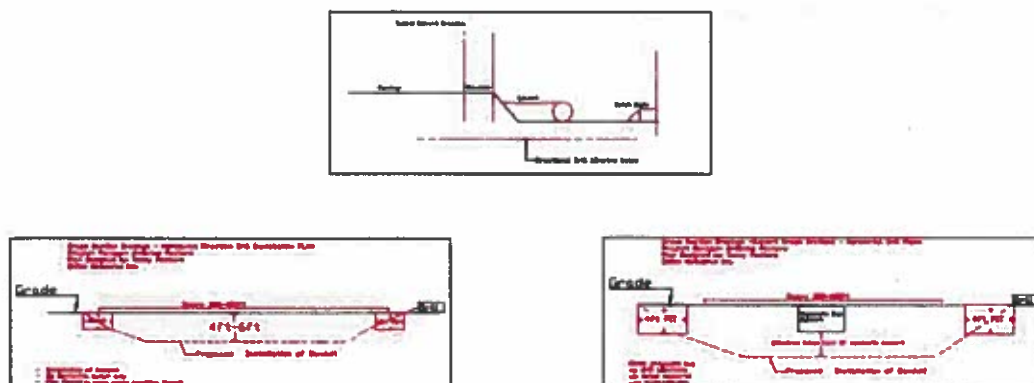
In the event that drilling fluids enter the watercourse or turbidity is generated by air migration, the Ministry of the Environment (MOE) shall be contacted by the contractor in compliance with their spills policy.

Such an incident is to be phoned into the MOE Spills Action Centre at 1-800-288-8080 by the contractor.

The Spills Action Centre will require the following information:

- the nature of the incident (what happen and what materials were involved)
- approximate volume of material involved
- the incident location (lot, concession, township, county and/or city)
- actions that have or will be taken
- the name and telephone number of the person calling
- the incident should be monitored: date, time, duration of the event should be recorded

Figure 3





EH!tel Networks Inc
392058 Grey Road 109
Holstein, ON, N0G 2A0

Spill Control and Response Plan

Spill control and response plans are a requirement of construction that is governed by legislation from both environmental and health and safety perspectives. Eh!tel Networks will ensure proper housekeeping efforts to promote the control of any spilt substances as well as to demonstrate compliance and due diligence.

All required materials and equipment necessary for containment and clean up will be stored in an accessible location on site as well as in key vehicles. Minor spills will be immediately contained, cleaned up and removed from site. Significant spills will be reported immediately to the Spills Action Centre (1-800-268-6060) via the Contract Administrator.

Eh!tel Networks and it's Contractors will keep the following Spill Kits on site at all times. This kit is for oil, gas and coolant spills on the road. As well as water-based and chemical liquid spills.

The Hi-Vis Spill Kits include the following items:

- (1) Pair Nitrile Gloves
- (1) Emergency Handbook
- (1) Pair Goggles
- (5) Disposal Bags
- (40) 15x19 Pads
- (3) 3"x4' Sorbent Socks
- (1) 6.5 Gallon Bucket

All substances from clean up will be discarded to the closest landfill.

THE CORPORATION OF THE TOWNSHIP OF MELANCTHON

By-law No. _____

A By-law to appoint officials from April 1, 2021 to December 31, 2021.

WHEREAS it is deemed expedient and necessary to pass a By-law to appoint Municipal Officials from April 1, 2021 to December 31, 2021.

THEREFORE this Municipal Council of the Corporation of the Township of Melancthon, here assembled, hereby enacts that the following persons shall be appointed to the office set opposite their respective names with the salary affixed as follows:

Livestock Investigator	_____	\$40.00 per call plus \$0.50/km
Fence viewers	_____	\$75.00 per viewing plus \$0.50/km
	_____	\$75.00 per viewing plus \$0.50/km
	_____	\$75.00 per viewing plus \$0.50/km
	_____	\$75.00 per viewing plus \$0.50/km
	_____	\$75.00 per viewing plus \$0.50/km
Tile Drain Inspector	_____	\$200.00 per inspection plus \$0.50/km
Solicitors	_____	
Auditors	_____	
Representatives to Centre Dufferin Recreation Complex Board of Management	_____	\$75.00 per meeting plus \$0.50/km
	_____	\$75.00 per meeting plus \$0.50/km
Representative to Southgate Recreation Advisory Committee	_____	\$75.00 per meeting plus \$0.50/km
Representative to North Dufferin Community Centre Board of Management	_____	\$75.00 per meeting plus \$0.50/km
Representatives to Shelburne & District Fire Department Board of Management	_____	\$75.00 per meeting plus \$0.50/km
	_____	\$75.00 per meeting plus \$0.50/km
Representatives to Mulmur-Melancthon Fire Department Board of Management	_____	\$75.00 per meeting plus \$0.50/km
	_____	\$75.00 per meeting plus \$0.50/km
Representative to Shelburne Public Library Board	_____	\$75.00 per meeting plus \$0.50/km
Representative to the Township of Melancthon Police Services Board	_____	\$75.00 per meeting plus \$0.50/km
Representative to the Upper Grand Watershed Committee	_____	\$75.00 per meeting plus \$0.50/km
Community Emergency Management Coordinator	_____	
By-law Enforcement Officer	_____	
Dog Control Officer	_____	
Pound	_____	

Any By-law inconsistent with this By-law is hereby repealed.

By-law read a first and second time this 1st day of April, 2021.

By-law read a third time and passed this 1st day of April, 2021.

MAYOR

CLERK

GB# 16.2.1.
APR 01 2021

THE CORPORATION OF THE TOWNSHIP OF MELANCTHON

By-law No. 48-2019

A By-law to appoint officials from December 1, 2019 to December 31, 2020.

WHEREAS it is deemed expedient and necessary to pass a By-law to appoint Municipal Officials from December 1, 2019 to December 31, 2020.

THEREFORE this Municipal Council of the Corporation of the Township of Melancthon, here assembled, hereby enacts that the following persons shall be appointed to the office set opposite their respective names with the salary affixed as follows:

Livestock Investigator	<u>Mike Swidersky</u>	\$40.00 per call plus \$0.50/km
Fence viewers	<u>William Barton</u>	\$60.00 per viewing plus \$0.50/km
	<u>Don Fluncy</u>	\$60.00 per viewing plus \$0.50/km
	<u>Ken Galbraith</u>	\$60.00 per viewing plus \$0.50/km
	<u>Glen Squirrel</u>	\$60.00 per viewing plus \$0.50/km
	<u>Mike Swidersky</u>	\$60.00 per viewing plus \$0.50/km
Tile Drain Inspector	<u>Steve Tupling</u>	\$200.00 per inspection plus \$0.50/km
Solicitors	<u>Stutz, Brown : Self</u>	
Auditors	<u>R.L.B.</u>	

Representatives to Centre Dufferin Recreation Complex Board of Management

<u>Darren White</u>	\$60.00 per meeting plus \$0.50/km
<u>David Thwaites</u>	\$60.00 per meeting plus \$0.50/km

Representative to Southgate Recreation Advisory Committee

<u>Wayne Hannon</u>	\$60.00 per meeting plus \$0.50/km
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Representative to North Dufferin Community Centre Board of Management

<u>David Besley</u>	\$60.00 per meeting plus \$0.50/km
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Representatives to Shelburne & District Fire Department Board of Management

<u>Wayne Hannon</u>	\$60.00 per meeting plus \$0.50/km
<u>Margaret Mercer</u>	\$60.00 per meeting plus \$0.50/km

Representatives to Mulmur-Melancthon Fire Department Board of Management

<u>Dave Besley</u>	\$60.00 per meeting plus \$0.50/km
<u>David Thwaites</u>	\$60.00 per meeting plus \$0.50/km

Representative to Shelburne Public Library Board

<u>Margaret Mercer</u>	\$60.00 per meeting plus \$0.50/km
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Representative to the Township of Melancthon Police Services Board

<u>David Thwaites</u>	\$60.00 per meeting plus \$0.50/km
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Representative to the Upper Grand Watershed Committee

<u>Wayne Hannon</u>	\$60.00 per meeting plus \$0.50/km
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Community Emergency Management Coordinator Steven Murphy - County of Dufferin

By-law Enforcement Officer Town of Shelburne

Dog Control Officer Olympus

Pound Olympus

Any By-law inconsistent with this By-law is hereby repealed.

By-law read a first and second time this 21st day of November, 2019.

By-law read a third time and passed this 21st day of November, 2019.


MAYOR


CLERK

THE CORPORATION OF THE TOWNSHIP OF MELANCTHON

BY-LAW No. _____ - 2021

**BEING A BY-LAW TO CONSTITUTE AND APPOINT A COMMITTEE OF
ADJUSTMENT**

WHEREAS, Subsection 44 (3) of the Planning Act, R.S.O. 1990, c. P. 13 as amended provides that Council may by By-law constitute and appoint a Committee of Adjustment composed of such persons, not fewer than three, as Council consider desirable.

AND WHEREAS, the Council of the Corporation of the Township of Melancthon considers it desirable to establish a Committee of Adjustment;

NOW THEREFORE, the Council of the Corporation of the Township of Melancthon enacts as follows:

1. A Committee of Adjustment is constituted consisting of the following persons:

Mayor: Darren White

Deputy Mayor: David Besley

Councillor: Wayne Hannon

Councillor: Margaret Mercer

Councillor: James McLean

who shall hold office until December 31, 2021

2. That provisions of this By-law shall come into force and take effect on the passing thereof.

By-law read a first, and a second time, this 1st day of April, 2021.

By-law read a third time and finally passed this 1st day of April , 2021.

MAYOR

CLERK

GB #16.2.2
APR 01 2021

Denise Holmes

From: Margaret Mercer
Sent: Tuesday, March 23, 2021 1:20 PM
To: Denise Holmes
Subject: Horning's Mills Park board

Hi Denise,

As discussed:

Please accept my resignation from the Horning's Mills park board effective April 1 specifically to make room on the board for our new councillor, Mr. Jim McLean, who lives in the hamlet.

I plan to attend a meeting with the board which I understand is scheduled prior to April 1.

Thank you,
MMercer

Sent from my iPad



North Dufferin Community Centre Board of Management



Moved by Dave Besley

Seconded by Keith Lowry Date Nov 10, 2020

Be it resolved that:

Where as; the Sierra Group has presented their final report and recommendations to the Townships of Mulmur and Melancthon and the NDCC Board of Management.

And where as; the report recommends that the preferred option is to replace the current facility with a new complex .

And where as; the current facility may be unusable without upgrades by 2025 .

Be It resolved; the NDCC Board of Management recommends that the Townships of Mulmur and Melancthon reach a consensus on moving forward with building plans for a new NDCC Complex.

And further, the municipalities in conjunction with the NDCC Board seek to be in a current and shovel ready state in order to take advantage of government funding opportunities immediately and begin fund raising activities in our respective communities.

<u>Recorded Vote</u>	<u>Yea</u>	<u>Nay</u>
Chair Chester Tupling		
Vice Chair Dave Besley		
Member Emma Holmes		
Member Debbie Fawcett		
Member Keith Lowry		
Member Nancy Noble		
Member Clayton Rowbotham		
Member Patricia Clark		

Carried/Lost:

Chester Tupling
CHAIR

GB#16.4.1
APR 01 2021

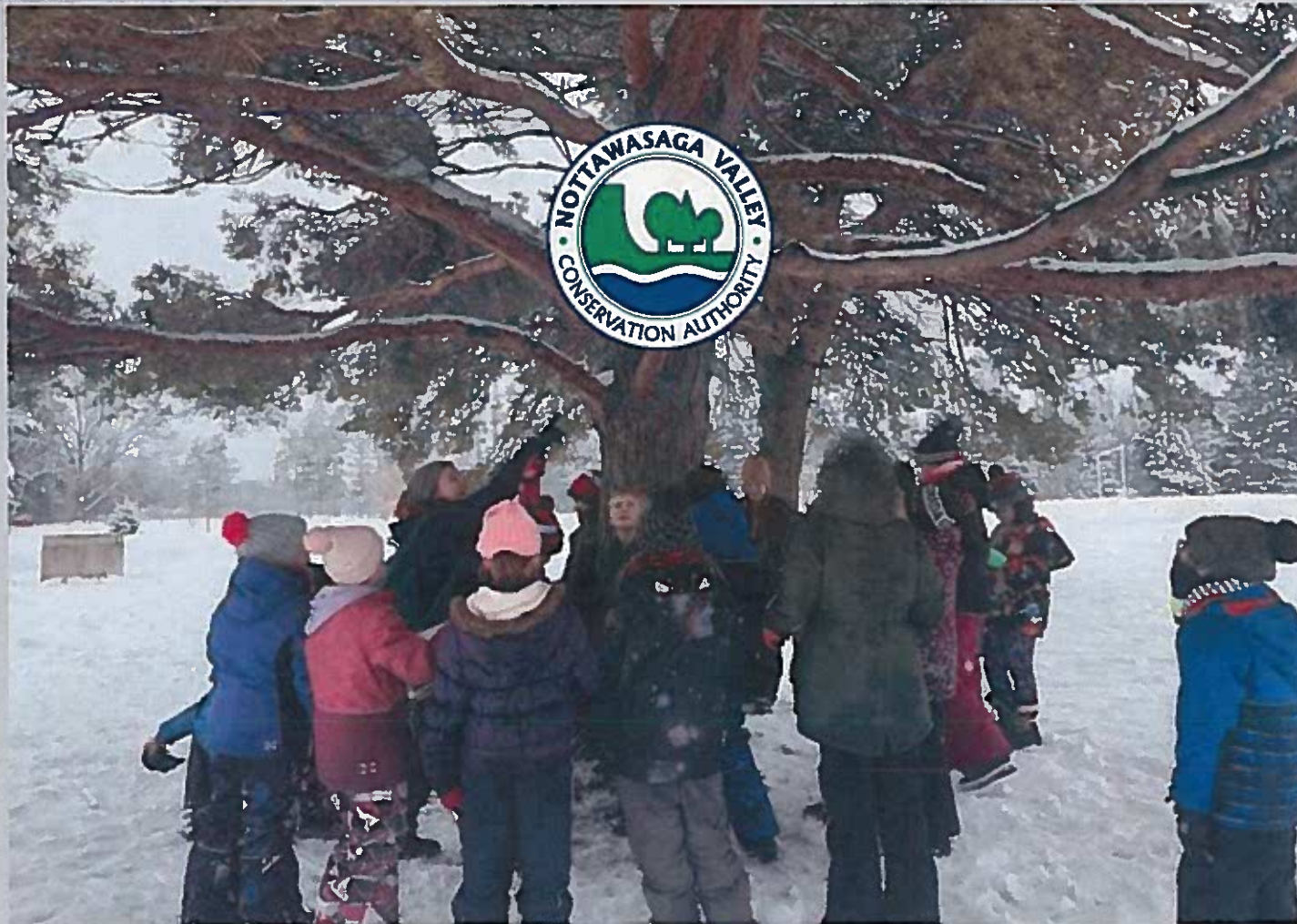
GB#16.4.1
MAR 04 2021

GB#15.3.2
FEB 18 2021

GB#15.4.3
JAN 14 2021

GB#13.4.2.1
DEC 10 2020

GB#15.4.2
NOV 19 2020



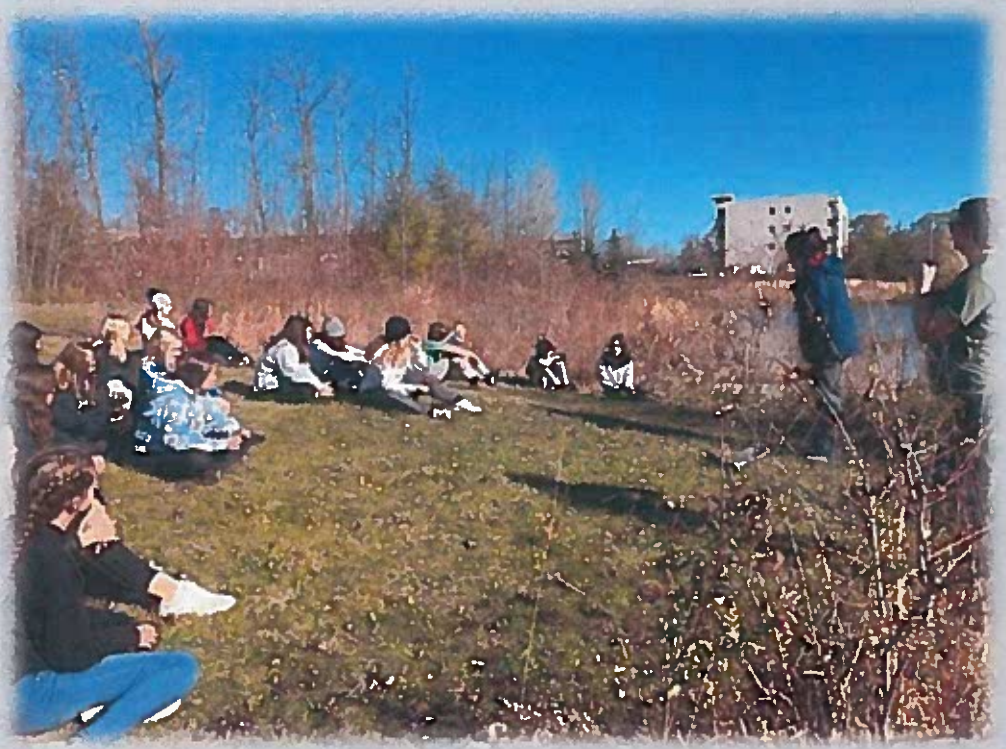
Education Program 2020-2021

Environmental Education Accomplishments


Partnerships

Georgian Bay Forever (GBF)

Designed and developed a curriculum based program for grade 6, 7 and 8 students in Collingwood, sponsored by GBF, to educate them on the issue of Microplastics.



112 students in 2020
Approximately 400 in 2021



Thanks so much, team!!

I was in a grade 6 class today because they were upset that we have been using Styrofoam cups for water.

They wrote letters to me to convince me not to use these cups any more. They weren't expecting the answer that they were bought 10 years ago and we were filling a need. Should we have just thrown them out or use them and then discard?

This lead to a discussion about micro plastics and bio accumulation. They were really interested in the work being done with the grade 7/8 classes.

I am sharing this with you because these students had written very detailed opinion letters to me regarding this issue. Because of the work with the Tiffin centre, we were able to go beyond their writing to a real world activity that will possibly change their behaviours in the day to day life.

This is what we do! Growing change. Love it!!

Tina Holroyd

Principal

Admiral Collingwood Elementary School

Cell: (705)818-3592

Email correspondence



GEORGIAN BAY
FOREVER

Protecting your water.



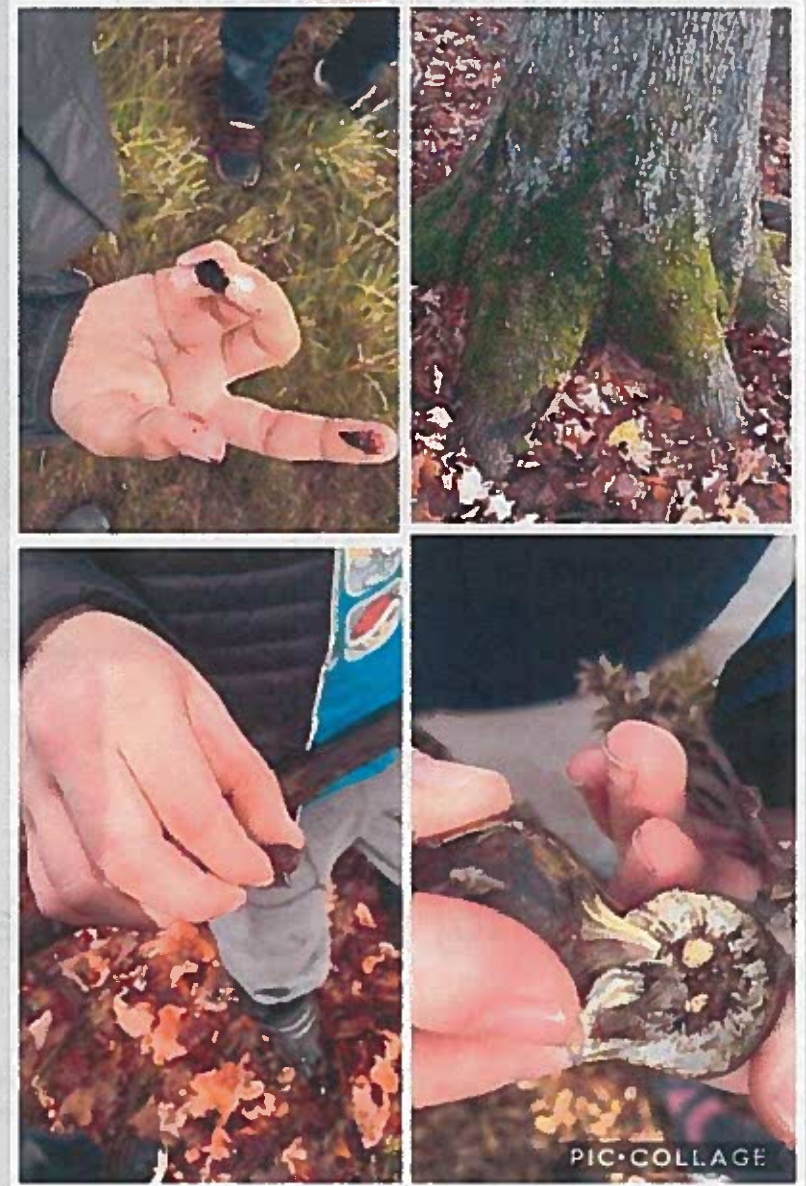
Partnerships

Simcoe County District School Board

We continue to visit students for a
'Contactless' school yard visit.



Pre-Covid-19 picture



Partnerships

Simcoe County District School Board

We continue to 'pivot' and offer virtual programming for students learning remotely.



Partnerships

City of Barrie Winterfest with Barrie Library

Hello Winter

Want to see what animals live in parks and green spaces? Go visit your nearest park and look for some tracks. Follow some or all of these steps to read the clues you see.

1. Straddle—the width between the steps. Fox and coyote have a narrower straddle than our pet dogs.
2. Stride—distance between front and back feet. The longer the stride, the longer the animal is.

Activity for ages 8 and up

Barrie

Raccoon print

Squirrel print

Dog print

Cat print

Deer print

Opossum print

Rabbit print

Hello Winter

Scavenger Hunt

and other activities for the beginner to able

Can You See...

☐ A bird nest

☐ Animal tracks

☐ Berries

Can You Hear...

☐ Bird sounds

☐ Wind

Can You Feel...

☐ A tree

☐ An icicle

Can You Smell...

☐ Green trees

Draw something fun about winter

Barrie



Collaboration

With Fellow CA Educators

Rekindle the Sparks

Great Lakes Virtual Field Trip-NVCA, SCRCA, South
Nation and Eco-Superior

TRCA Youth Core and Mono Township

Donation

James Emms



Plans looking forward

Continue

- GBF Microplastics
- SCDSB grade 4 contract
- Summer camp (half capacity if the pandemic is more under control by July)



Plans looking forward

Develop

- Virtual Maple Syrup program (special pricing for Dufferin (or far reaches of our watershed)
- Climate Change programming for students
- Forest School
- Water Quality Education Program for testing road salt, pH, Total Dissolved Solids (TDS) and temperature

Why choose us?

- Your community is part of the Nottawasaga Valley Watershed
- We bring our programming to your schools
- Dufferin students can investigate nature found in their communities
- This helps to build capacity by teaching teachers how to use the green spaces near them

Dufferin's Outreach Numbers

- NVCA started offering outreach programming to Dufferin schools in 2010
- 2011 we delivered free programming to 60 students as a pilot
- 2012 we delivered free programming for 80 students
- 2016 we delivered free programming to 188 students thanks to funding from local business in Dufferin
- 2018 we offered free programming however we did not deliver as schools did not reply

Questions?

Naomi Saunders, Manager, Environmental Education

705-424-1479 ext. 280

nsaunders@nvca.on.ca

www.nvca.on.ca • @NottawasagaCA