

THE CORPORATION OF THE MUNICIPALITY OF PORT HOPE

BY-LAW NO. 51-2024

*Being a By-law to Authorize Execution of a License and Access Agreement between Northumberland County and the Corporation of the Municipality of Port Hope*

WHEREAS 224 of the Municipal Act 2001, S.O. 2001, c.25, as amended, provides that the role of Council is to ensure the administrative practices are in place to implement the decisions of Council; and

WHEREAS it is deemed appropriate to enter into a Licence and Access Agreement with the County of Northumberland for the communication base located at 200 Fox Road, Municipality of Port Hope

NOW THEREFORE BE IT RESOLVED THAT the Council of the Municipality of Port Hope hereby enacts as follows:

1. That the Mayor and Clerk are authorized to execute the Licence and Access Agreement with The Corporation of the County of Northumberland for the communication base located at 200 Fox Road, Municipality of Port Hope, attached hereto as Schedule "A" and forming part of this by-law.
2. This by-law shall come into force and take effect on the final passing thereof.

By-law read and passed this 3<sup>rd</sup> day of September, 2024.

\_\_\_\_\_  
Olena Hankivsky, Mayor

\_\_\_\_\_  
Shrishma Davé, Clerk

**SCHEDULE “A” to By-law 51-2024**

**LICENCE AND ACCESS AGREEMENT**

**BETWEEN:**

**THE CORPORATION OF THE MUNICIPALITY OF PORT HOPE**  
(the “Licensor”)  
-and-

**THE CORPORATION OF THE COUNTY OF NORTHUMBERLAND**  
(the “Licensee”)

**WHEREAS:**

- A.** The Licensor and Licensee are Municipal Corporations pursuant to the *Municipal Act, 2001*, SO 2001, c. 25; and
- B.** The Licensor is the owner of certain lands known municipally as 200 Fox Road, Port Hope, Ontario (the “Lands”) which lands are improved with a water tower structure (the “Structure”) which forms part of the Licensor’s infrastructure; and
- C.** The Licensee has requested the Licensor’s permission to install and operate telecommunications equipment as further particularized herein (the “Equipment”), on the Structure, subject to the Structure’s primary function as a part of the Licensor’s infrastructure, which the Licensee acknowledges takes precedence over all other uses, and that the Licensor’s employees and agents may from time to time occupy the Lands for extended time periods and require the Licensee to ensure its operations on the Lands maintain a hazard-free environment; and
- D.** The Licensor is prepared to permit the Licensee to use the Lands and the Structure to install, maintain and operate the Equipment, subject to the terms and conditions herein contained;

**NOW THEREFORE**, in consideration of the sum of two dollars (\$2.00) Canadian funds, and the mutual promises, terms and conditions hereinafter contained, and for other good and valuable consideration the receipt and sufficiency of which is hereby confirmed, the Licensor and Licensee (each a “Party” and together the “Parties” hereto) agree as follows:

- 1. The Parties agree that the recitals are true and correct and form part of this Agreement.
- 2. The Licensor hereby grants leave and non-exclusive license (the “License”) to the Licensee to use and occupy the Lands and structure for the purpose of the installation, maintenance and operation of the Equipment, subject to the terms and conditions set out in this Agreement and in accordance with all Federal, Provincial statutes and regulations and all Municipal bylaws or other rules, regulations, policies, standards and guidelines applicable and pertaining to the proposed use of the Lands by the Licensee.
- 3. The Licensee acknowledges that the License exists only by the leave of the Licensor and not by any right or title whatsoever.
- 4. The term of this Agreement and the License shall commence August 1, 2024 (the “Commencement Date”) and continue until for a period of ten (10) years (the “Initial Term”) unless terminated or extended in accordance with the provisions of this agreement.
- 5. This Agreement shall automatically extend for two (2) further and successive terms of five (5) years each (respectively, the “First Extension Term” and “Second Extension Term”) provided neither party provides written notice of its intention to terminate the agreement not less than ninety (90) days prior to the expiry of the Initial Term or the First Extension Term, as applicable.
- 6. As part of the consideration for this agreement, the Licensee shall provide to the Licensor a generator to be installed on the Lands at the cost of the Licensee. The generator shall become the property of the Licensor, provided that the Licensor shall not sell, alter or relocate, or shut off the generator without the consent of the Licensee and that the Licensee shall have access to the generator pursuant the License and terms of this Agreement. If the generator requires any maintenance, repair or replacement during the Term, all associated costs shall be borne by the Licensee. The Licensor hereby agrees that upon the termination of this agreement for any reason, the Licensee shall have the option, on thirty (30) days’ notice to the Licensor, to purchase the generator provided or any replacement generator on an “as-is” basis for the sum of zero dollars (\$0) and that any such purchase shall not be subject to any express or implied warranties from the Licensor whatsoever. The Licensees option to purchase the generator pursuant to this clause shall survive the termination of this Agreement.

7. The Licensee agrees that they shall be responsible for any and all permit fees (including costs) for such permits as may be required in connection with its use of the Lands or Structure.
8. The Licensee agrees that they shall, in addition to any other amounts payable by it under this Agreement, be responsible for the payment of any and all taxes attributable to the Licensee in connection with the License and its use of the Lands and Structure, including, without limitation, those taxes attributable to the Licensee's use of an occupancy of the Lands, and for the payment of the cost of all services and utilities consumed in respect of the Licensee's operations on the Lands. For the purposes of this section "taxes" include, without limitation, all taxes, duties, levies, assessments, rates, fees or charges of any kind whatsoever, imposed, levied, assessed or charged now or in the future by any government authority of any kind, and any payments that are levied in substitution, or in lieu, or in addition to any of the foregoing.
9. For certainty, should the occupation of the Lands by the Licensee result in any increase in assessment of the Lands, then the Licensee shall, upon the Licensor producing a tax certificate evidencing the final assessment and providing satisfactory evidence confirming that such increase in assessed value is indeed attributable to the Licensee's use of the Lands (as reasonably required by the Licensee), reimburse the Licensor with respect to any such increase with respect to the period up to the effective date of the increased assessment.
10. Should any drawings, etc. provided and approved pursuant to section 15, below, not describe all Equipment on the Lands, or if future audits or inspections reflect a discrepancy in the Equipment on the Lands and those previously approved by the Licensor in writing, the Licensor may elect at its sole discretion, to require the Licensee to remove, at the Licensee's sole expense, the offending equipment to the satisfaction of the Licensor. In addition, the Licensee hereby agrees that they shall compensate the Licensor for any damages caused by any such discrepancy.
11. If the Licensee requests or requires any changes in the usage, type, number or configuration, save and except for re-configuration, of the Equipment, the Licensor reserves the right to adjust any relevant Agreement terms and/or conditions accordingly with reasonable notice to the Licensee. All changes including re-configuration shall be approved in writing by the Licensor.
12. The Licensee shall maintain and pay for property damage and public liability insurance with respect to the Lands, with a limit of Five Million Dollars (\$5,000,000.00) per occurrence. The insurance policy shall provide coverage with respect to the liability of the Licensee arising from the permission hereby granted, all work done pursuant hereto, and the installation, maintenance and operation of the Equipment. The Licensor shall be added as additional insured on such policy, the policy shall be primary, shall include a cross liability endorsement and shall require 30 days' notice to the Licensor before it can be cancelled or materially changed to adversely affect the Licensor. The Licensee shall provide the Licensor annually with a Certificate of such insurance policy. This policy shall be kept in force during the Initial Term, and any extension thereof, of this Agreement in respect of the Lands and, if this Agreement is terminated, until the Licensee has completed all the work it is required to do hereunder in connection with the removal of its Equipment from the Lands. The Licensee shall ensure that any and all subcontractors also have valid insurance with the same limits and coverage as the Licensee.
13. The Licensee shall indemnify and save harmless the Licensor, its employees and council or board members from the cost of repairing any damage to the Lands and from and against all claims, demands, losses, costs, damages, actions, suits or proceedings (including any actions under or in connection with the Workplace Safety and Insurance Act, 1997, S.O. 1997, c. 16, Sched. A, as amended, or any successor legislation) that arise directly or indirectly out of, or are attributable to, the enjoyment by the Licensee or anyone acting under it, of the License hereby granted. Neither party shall be liable to the other for any special, indirect or consequential damages. The indemnities provided in this paragraph shall survive the termination of the License and this Agreement by either party.
14. The Licensee shall comply with all applicable federal, provincial, and municipal laws and regulations, and shall abide by all orders, instructions or regulations including a site access protocol which may be issued by the Licensor,
15. The Licensee shall not install, alter or relocate the Equipment, nor do any work on the Lands without prior consent of the Licensor (other than as provided for by this Agreement), which consent shall not be unreasonably withheld, and requests for such consent shall be accompanied by drawings to show details of the proposed installation of work and evidence that all necessary approvals and permits have been obtained from agencies required, authorized or empowered to give same and the Licensee will, if the Licensor so requires, provide "as-constructed" plans of any part of the work done in connection therewith.
16. Upon completion of any work in connection with the installation or maintenance of any part of the Equipment, the Licensee shall at its own cost fill in any excavations made for such purpose on the Lands and as far as practicable restore any affected surface thereof to the same condition as that in which it was found prior to the commencement of the work and shall remove all rubbish and all of its equipment not part of the Equipment. If the Licensee fails to make such restoration within a reasonable time after the

completion of any work (as determined by the Licensor), the Licensor may perform such restoration, and the Licensee shall pay the Licensor for all related costs of performing the restoration.

17. The Licensee shall not use the Lands for any purpose other than the purpose authorized by this Agreement, and in particular, shall not affix or display any sign or advertising device to any structure or on the Lands, except that the Licensee shall affix to its Telecommunications Equipment adequate identification to inform the Licensor's employees and other licensees as to its ownership.
18. In the installation, maintenance and repair of the Equipment, the Licensee and all of its workers and contractors shall comply with the Occupational Health and Safety Act, R.S.O. 1990, c. O.1, as amended or successor legislation, and the regulations made there under, and the Licensee shall assume or assign to an approved third party the role of Constructor for the purposes of such Act. Without limiting anything contained in this Agreement, the Licensee shall comply with the requirements of all applicable statutes, laws, by-laws, regulations, ordinances and orders in force at any time during the Initial Term, and any extensions thereof, of this Agreement and affecting the maintenance and operation of the Telecommunications Equipment and the use of the Lands.
19. Environmental Obligations:
  - a) The Licensee agrees to assume all environmental liability relating to its occupancy and use of the Lands, including but not limited to any liability for clean-up of any hazardous substance in, on, under, along, across and around the Lands which result from:
    - (i) the operations of the Licensee in, on, under, along, across or around the Lands; or
    - (ii) any products or goods brought in, on, under, along, across or around the Lands by the Licensee, or by any other person with the express or implied consent of the Licensee.
  - b) The Licensee shall inform the Licensor of any hazards associated with the Licensee's Telecommunications Equipment including its radio frequency emissions, and any measures necessary to protect the Licensor's employees.
  - c) The Licensee shall not knowingly permit anything to be done on the Lands which contravenes any Environmental Laws.
  - d) The Licensee shall not be responsible for any pre-existing contamination of the Lands, but the Licensee shall be fully liable for and shall indemnify the Licensor for, any damages caused by the Licensee's contravention of any Environmental Laws.
  - e) For the purpose of this Agreement, "Environmental Laws" means any applicable federal, provincial, municipal or other governmental authority law, statute or regulation, currently enacted or any successor legislation, as they may be amended from time to time, or any applicable decree, order, arbitration award, or any license or permit issued to the Seller by any governmental authority, relating to the environment.
  - f) The obligations in this section shall survive the termination of this Agreement.
20. The Licensee shall be granted access to the Lands at any reasonable time in order to enable the Licensee to install, maintain and operate its Equipment. The Licensee shall provide a minimum of 48 hours notice to the Licensor to access the lands for scheduled work. Immediate access shall be granted for emergency repairs (as determined by the licensee) provided that any after hours costs (e.g. staff overtime) shall be paid by the Licensee.
21. The Licensee shall provide to the Licensor a list of authorized persons, including name, company, reason for access and contact information.
22. The Licensee shall provide a copy of valid police check for each person described above and other certifications including Fall Arrest and High Angle Rescue. The Licensee shall provide a copy of its rescue plan and Health and Safety policies for the Licensor's review. The Licensee agrees to provide a minimum of two (2) competent rescue personnel at all times during the access.
23. The Licensee agrees to bear all reasonable costs incurred by the Licensor in relation to the Licensor's provision of access to the Lands for the benefit of the Licensee, including staff call-outs and other.
24. The Licensee and Licensor shall provide each other with a list of 24 hour emergency contact personnel available at all times and shall ensure that the aforementioned list is kept current. A communication protocol will be established to facilitate access and other.
25. Relocation
  - a) Upon receipt of not less than one-hundred and twenty (120) days written notice from the Licensor, or such additional advance notice as is reasonable, having regard to the nature of the relocation required, the Licensee shall relocate its Equipment as may be required by the Licensor for its purposes. In the event of an emergency as determined by the Licensor, the Licensee will be required to relocate its Equipment as soon as is reasonably practicable.
  - b) In the case of emergencies, both parties agree to work co-operatively and apply commercially reasonable best efforts to relocate the Equipment immediately. In the event the Licensee cannot be reached during such an emergency, the Licensor may, in accordance with Section 25(e) hereof, take measures deemed necessary in the circumstances (in the Licensor's reasonable discretion) to prevent any further damage or injury.
  - c) The cost of any relocation of the Telecommunications Equipment in accordance with this section shall be borne by the Licensee.

- d) In the case where the Licensee's Equipment is found to be in non-compliance with the most recent designated location approved in writing pursuant to Section 15, the cost for relocating the Equipment will be paid for by the Licensee. The Licensor will, to the best of its ability, avoid unnecessary relocations and agrees to work with the Licensee to weigh relocation alternatives, but reserves the right to request such relocation as required. Both parties agree that special circumstances may arise with respect to specific location approvals whereby it may be appropriate for the parties to mutually agree to waive the above-noted provisions and to negotiate alternative arrangements. These alternative arrangements shall be agreed upon in writing.
- e) If the Licensee fails to complete the relocation or removal of the Equipment in accordance with this Agreement or fails to repair and restore the Lands or do anything else required pursuant to this Agreement in a timely and expeditious manner to the satisfaction of the Licensor, acting reasonably, the Licensor may, at its option complete such relocation, removal, repair or restoration. The Licensee shall pay the cost of such relocation, repair, removal, restoration or other work to the Licensor forthwith plus an overhead equal to fifteen percent (15%) of such cost.
26. The Licensee shall be responsible for the costs of electrical supply and consumption for its needs. The Licensor and Licensee hereby agree that the cost of such consumption shall be set at a price of \$100 per month, to be billed by the Licensor annually on June 1<sup>st</sup>, with the first installment to be billed June 1<sup>st</sup>, 2025. This fee shall escalate by 3% each year.
27. The Licensee acknowledges that periodically the Licensor is required to perform scheduled maintenance, including repainting of the Structure, and the Licensee agrees to co-operate with the Licensor in the temporary shutdown of any Telecommunications Equipment during such scheduled maintenance and painting if requested to do so by the Licensor, acting reasonably, at the Licensee's cost.
28. The Licensee agrees to the following with respect to its Equipment:
- a) It shall provide a report, signed and sealed by a qualified professional engineer, licensed to practice in the Province of Ontario, certifying non-interference with SCADA system and other existing communication systems;
  - b) All Equipment, with the exception of a structure installed on a rooftop, cannot be stored inside the Structure;
  - c) It shall not drill into the tower core of the Structure and shall use duct chase already installed;
  - d) No structural modification to an antenna base of the Structure is allowed;
  - e) Use only stainless steel components;
  - f) it shall not weld onto the Tower structure;
29. g) it shall not cause damage to the Tower coating (paint) In the event that any works of any nature take place in the vicinity of the Lands which screen, shield or interfere in any manner with the signals transmitted or received by the Licensee's Equipment, or should the operation of the Licensee's Equipment become difficult or impossible by reason of any government law, regulation, requirement, municipal by-law or technological change or advancements, or material deterioration of the Structure, or the Licensee determines that it no longer requires the use of the Lands and/or Structure for its Equipment, the Licensee may terminate this Agreement in respect of any such License by giving sixty (60) days prior written notice to the Licensor and the Licensee shall be entitled to remove its Telecommunications Equipment from the Lands, subject to paragraph 32.
30. (i) In the event that the Licensee's Equipment and/or operation thereof interferes with any existing and/or future equipment or operation of the Licensor as verified in accordance with subparagraph (ii) following, the Licensor may elect to have some or all of the Licensee's operations suspended until the Licensee, at its sole expense, rectifies the interference to the satisfaction of the Licensor, failing which, the Licensor may, at its sole discretion, require the Licensee to remove the offending equipment until such time that the problem is rectified to the satisfaction of the Licensor.
- (ii) If the Licensee's Equipment becomes a suspected source of interference with any existing or future equipment or operation of the Licensor, the Licensee shall attempt to determine the source of the interference and provide its full co-operation to the Licensor in this regard. If the source of interference is found to be caused by the Licensee's Equipment and/or operation as verified by a professional engineer retained or employed by the Licensor, the Licensor may take all action in accordance with paragraph (i) preceding.
31. The Licensor may terminate this Agreement upon one (1) year's notice in writing to the Licensee, if the Licensor, acting reasonably, determines in its opinion that such termination is necessary in connection with the operation, maintenance or removal of the Licensor's infrastructure. Notwithstanding the foregoing, the Licensor may, acting reasonably, terminate this Agreement in respect to the License on such shorter notice as may be required given extenuating circumstances. Further, the Licensor may terminate this Agreement or the License, in the following instances:
- a) upon 15 days' notice to the Licensee in the event of default of this Agreement by the Licensee which is not corrected (or, in the case of defaults that cannot be reasonably corrected within 15 days, that have not begun to be corrected) by the Licensee within the 15- day notice period; or
  - b) if the Licensee commits any act of bankruptcy or if a receiver is appointed on account of its insolvency or in respect of any of its property or if the Licensee makes a general assignment for the benefit of its creditors.

32. Within one-hundred and twenty (120) days of the expiry or termination of this Agreement by either party, or when the Licensee ceases to use its Equipment on the Lands, the Licensee shall forthwith remove at its own cost and expense its Telecommunications Equipment from the Lands, in respect of which the License has been terminated (if applicable), leaving and restoring the Lands as nearly as possible in as neat and as clean a condition as they were originally, reasonable wear and tear excepted. In case of the failure of the Licensee to remove its Equipment within one-hundred and twenty (120) days of the expiry or termination of this Agreement, the Licensor shall have the option of either (a) removing the Telecommunications Equipment and charging the Licensee for all costs of such removal, and/or (b) selling or foreclosing on the Equipment that is remaining on the Lands without any compensation to the Licensee.
33. In the event of the termination of this Agreement by either party, the Licensor shall refund pro rata the portion of any amounts paid pursuant to this Agreement for that period, if any, in respect of which the Agreement has been terminated, net of any amount owing to the Licensor under this Agreement. The amount shall be due and payable forthwith after the Licensee has removed its Equipment, restored the Lands in accordance with the provisions of this Agreement and to the satisfaction of the Licensor. Save as otherwise provided in this Agreement, the parties shall be released from any further liability with respect to the License that has been terminated under this Agreement.
34. The Licensee represents and warrants to, and covenants and agrees with the Licensor that:
- (a) the Licensee's occupancy and use of the Lands shall not unduly interfere with the public use and enjoyment of the Lands;
  - (b) the Licensee has no title to or other ownership or property interest in the Lands;
  - (c) the Licensee shall not register or permit to be registered any instrument claiming an estate, interest or property right in the Lands or other property of the Licensor in any real or personal property registry by virtue of the Licensee's occupancy or use of the Lands or this Agreement;
  - (d) the Licensee shall not suffer or permit any lien to be filed or registered against the Lands, including any lien pursuant to the Construction Act by reason of or in connection with the License or the Licensee's use of the Lands;
  - (e) the Licensor has made no representations or warranties as to the state of repair of the Lands or the suitability of the Lands for any business, activity or purpose whatsoever and the Licensee hereby agrees to take the Lands on an "as is" basis and that the Licensor is not responsible, either directly or indirectly, for any damage to property or injury to a person, including death, arising from the escape, discharge or release of any hazardous substance from its Lands;
  - (f) the Licensee shall use reasonable efforts to schedule its work and support structures with other service providers occupying and using the Lands, with the intent of minimizing the necessity for road cuts, construction and the placement of support structures in the Lands;
  - (g) the Licensee shall notify the Licensor of any damage caused by the Licensee in connection with its work, Equipment or enjoyment of its right to occupy and use the Lands under this Agreement;
  - (h) the Licensee shall not commence any road cuts, construction, or relocation of any structures on the Lands, or perform any act that affects the infrastructure on the Lands, unless such work has been approved by the Licensor; and
  - (i) all of the covenants, representations, warranties, indemnities and outstanding obligations (including outstanding payment obligations) of the Licensee under this Agreement shall survive the termination of the Agreement, however caused.
35. Any notice permitted or required to be given to the Licensor hereunder shall be sent by prepaid registered mail to:
- The Corporation of the Municipality of Port Hope  
56 Queen Street  
Port Hope, ON L1A 3Z9  
Attention: Shrishma Dave, Clerk  
Facsimile: 905-885-7698  
Phone: 905-885-4544  
or such other address as the Licensor from time to time advises in writing.
- Any notice permitted or required to be given to the Licensee hereunder shall be sent by prepaid registered mail to:
- The Corporation of the County of Northumberland  
555 Courthouse Road  
Cobourg, ON., M5J 1A7  
Attention: Denise Marshall, Director of Public Works  
Facsimile: 905-372-1696  
Phone: (905) 372-3329  
marshall@northumberland.ca  
or such other address as the Licensee from time to time advises in writing.
36. Nothing herein contained shall be deemed to set up a tenancy by implication or otherwise.

37. The Licensee acknowledges that the License provided in this Agreement is non-exclusive and that other telecommunication carriers may be permitted to install equipment and carry on telecommunication activities on the Lands from time to time. The Licensor shall not be responsible for any interference that may be caused by the proximity of the Licensee's Equipment with that of other carriers. It is the responsibility of the Licensee to co-ordinate such matters with other licensees.
38. The Licensee hereby agrees that it shall not register, or cause to be registered, this Agreement or notice thereof, on the title to the Lands.
39. This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns.
40. This Agreement shall be governed by the laws of the Province of Ontario and the Federal Laws of Canada applicable therein.
41. Schedule "A" attached hereto, as may be amended from time to time, shall form part of this Agreement. The Schedule may be updated and/or amended from time to time and a later effective date on any Schedule will govern and supersede an earlier dated Schedule. No such supplement, modification or amendment of this Agreement or Schedule shall be binding unless executed in writing by the party to be bound thereby. A duly executed form of Acknowledgement in which the parties acknowledge and agree to the amended Schedule shall be sufficient to give effect to such amended Schedule.
- If there is a conflict between the provisions of any Schedule attached hereto and the provisions of any paragraph of this Agreement, the provisions of this Agreement shall prevail.
42. Time shall be of the essence in this Agreement.
43. In this Agreement "Force Majeure" means any cause, beyond either parties' control which prevents the performance by a party, or both, of any of their respective obligations under this Agreement provided the event of Force Majeure did not arise from a party's default and could not be avoided or mitigated by the exercise of reasonable effort or foresight. Without limiting the forgoing, Force Majeure includes but is not limited to: labour disputes, fire, unusual delay by common carriers or unavoidable casualties; delays in obtaining permits or licenses; civil disturbance; emergency acts, orders, legislation, regulations or directives of any government or other public authority; acts of a public enemy; war; riot; sabotage; blockage embargo; lightning; earthquake; adverse weather conditions, but only if substantially beyond the weather norms of the *Place of the Work*; acts of God; or declared epidemic or pandemic outbreak or other public health emergency. In the event of Force Majeure, any timeline in this Agreement shall be extended for such reasonable time as the parties may agree, but in no event shall such extension of time be less than the time lost as result of the Force Majeure event(s) causing the delay.
44. If any provision of this Agreement is illegal, unenforceable or invalid, it shall be considered separate and severable, and all the remainder of the Agreement shall remain in full force and effect as though such provision had not been included in this Agreement.
45. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement, and signatures delivered by email in PDF format or by facsimile shall be effective.

*Signature Page Follows*

**IN WITNESS WHEREOF** the parties hereto have hereunto affixed their respective seals under the hands of their proper signing officers duly authorized in that behalf.

**SIGNED, SEALED & DELIVERED**

**THE CORPORATION OF THE MUNICIPALITY OF PORT HOPE**

\_\_\_\_\_  
**Olena Hankivsky, Mayor**

\_\_\_\_\_  
**Shrishma Davé, Municipal Clerk**

**We have the authority to bind the corporation**

**THE CORPORATION OF THE COUNTY OF NORTHUMBERLAND**

\_\_\_\_\_  
**Jennifer Moore, CAO**

\_\_\_\_\_  
**Matthew Nitsch, Director of Finance/Treasurer**

**We have the authority to bind the corporation**