

Bell Canada -Right of Way
Fl-2, 63 King St.
P.O.Box 190
St.Catharines, Ontario
L2R 6S9
Email: frank.fucile@bell.ca

Tel: 1-888-831-1329

Fax: (905) 685-0820



December 10, 2010

SENT BY : Hand Delivered

Clerk's Department
Town of Pelham
PO Box 400
Fonthill, ON LoS 1E0

Attn: Dianne Bell

Dear Madam,

RE: Joint Use Agreement for Licensed use of Communication Lamp Poles

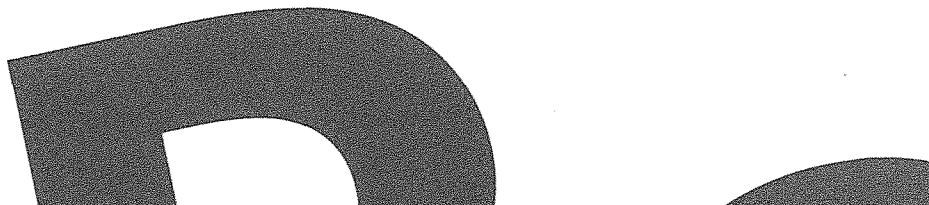
Please find enclosed your copy of the executed CLP Agreement between Bell Canada, Cogeco Cable and the Corporation of the Town of Pelham.

Should you have any questions or concerns, please do not hesitate to call.

Yours very truly,

A handwritten signature in black ink, appearing to read "F. Fucile".

Frank Fucile, C.Tech
Right of Way Manager
Enclosure(s)



**JOINT USE AGREEMENT FOR
LICENSED USE OF COMMUNICATIONS LAMP POLES**

BETWEEN

COGECO CABLE CANADA LP

AND

BELL CANADA

AND

THE CORPORATION OF THE TOWN OF PELHAM

JOINT USE AGREEMENT
FOR LICENSED USE OF COMMUNICATIONS LAMP POLES

THIS AGREEMENT made this 21st day of _June, 2010 (the “**Effective Date**”).

B E T W E E N

THE CORPORATION OF THE TOWN OF PELHAM
hereinafter called the “**Municipality**”

OF THE FIRST PART

-and -

COGECO CABLE CANADA LP acting by its sole general partner
Cogeco Cable Canada GP Inc., hereinafter called “**Cogeco**”

OF THE SECOND PART

-and -

BELL CANADA, hereinafter called “**Bell**”

OF THE THIRD PART

WHEREAS Cogeco and Bell each operate telecommunications systems within the boundaries of the Municipality;

AND WHEREAS Cogeco and Bell are Canadian carriers as defined in Section 2 of the Telecommunications Act, S.C. 1993, c38 or are distribution undertakings as defined in subsection 2(1) of the *Broadcasting Act*, S.C. 1991, c. 11 as amended;

AND WHEREAS Cogeco and Bell wish to install and maintain certain Equipment in Communications Lamp Poles located within the Service Corridors of Developments;

AND WHEREAS the Municipality is the owner of the Communications Lamp Poles following Municipal Acceptance of those portions of the Service Corridor in the Developments;

AND WHEREAS, subject to the terms and conditions of this Agreement, the Municipality is willing to permit the use of the Communications Lamp Poles where, in its judgment and subject to the rights conveyed to the Utilities by this Agreement, such use will not interfere with its own service requirements and use of the Communications Lamp Poles, public safety, and any rights or privileges conferred by the Municipality by

contract or otherwise to others not party to this Agreement to use any of the Service Corridors and/or Communications Lamp Poles;

AND WHEREAS this Agreement shall not constitute nor form part of a Municipal Access Agreement;

NOW THEREFORE this Agreement witnesses that in consideration of the premises the agreements and terms, conditions and covenants and other consideration herein contained the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

Section 1.1 The terms defined in this Article for the purposes of this Agreement shall have the following meanings unless the context expressly or by necessary implication otherwise requires.

- (a) **"Affiliate" or "Subsidiary"** has that meaning as ascribed in section 2(2) and 2(5) respectively of the *Canada Business Corporations Act*;
- (b) **"Communications Lamp Pole(s)" and/or "CLP(s)"** means a municipal street lamp pole approved by the Municipality and located within the Service Corridor, which lamp pole is specifically designed such that Equipment may be installed and operated within a cavity internal to the street lamp pole and, for greater certainty, generally has the specifications and appearance of the street lamp pole as shown in **Schedule "B"** attached hereto;
- (c) **"Composite Utility Plan(s)" or "CUP"** means those plans or drawings displaying the co-ordinated utility equipment servicing layout throughout a Development as approved by the Municipality and each of the Utilities;
- (d) **"Development"** shall mean new subdivisions in the Town of Pelham in which the owner of the lands comprising the new subdivision is responsible for the installation and maintenance of all municipal infrastructure until Municipal Acceptance as set out in the corresponding subdivision agreement and in which new subdivisions Communications Lamp Poles are to be installed;
- (e) **"Equipment"** means the telecommunications materials, apparatus, fibre optic and/or wire cables or facilities of the Utilities located within a Communications Lamp Poles;
- (f) **"Municipal Acceptance"** means the decision of the Council of the Municipality, by resolution, to accept the infrastructure or any portion thereof installed in the Developments and to initiate the maintenance period for any portion of the municipal infrastructure;
- (g) **"Service Corridor"** shall mean those highways, streets, road allowances, lanes, bridges and viaducts vested in the Municipality; and

- (h) **“Utilities”** means collectively Cogeco and Bell.

ARTICLE 2 TERRITORY

Section 2.1 This Agreement shall cover the placement, operation and maintenance of the Equipment within the Communications Lamp Poles assumed by the Municipality. Upon Municipal Acceptance of the infrastructure of a Development having CLPs installed in the Service Corridors, a listing of all Communications Lamp Poles in that Development shall be made and added as an additional **Schedule “A”** to this Agreement. The listing shall also note the Utility who owns the Equipment found in each cavity of each CLP.

ARTICLE 3 COMMUNICATIONS LAMP POLE INSTALLATION

Section 3.1 The Municipality agrees to include provisions related to the design, construction and installation of CLPs consistent with **Schedule “B”** attached hereto as a condition of approval in all relevant draft plans of subdivisions for those Service Corridors where the Communications Lamp Poles may be planned to be installed, subject to the rights of appeal of a developer within a Development.

Section 3.2 Following the Municipal Acceptance of the infrastructure in the Service Corridors of a Development, the Municipality shall be responsible for all costs associated with the maintenance, repair and/or replacement of the Communications Lamp Poles. Minor changes to or deviations from the specifications and appearance of the originally installed Communication Lamp Poles for any replacement poles may be permitted upon the prior written agreement of the parties to this Agreement.

ARTICLE 4 USE OF COMMUNICATIONS LAMP POLES

Section 4.1 The Utilities shall each have unrestricted twenty-four (24) hours a day, seven (7) days a week access to their respective Equipment, in, on or near the Communications Lamp Poles as required by the Utilities to install, maintain, repair, replace or operate their respective Equipment.

Section 4.2 The Utilities shall each use only those Communications Lamp Poles in Developments that are approved by the Municipality and are of a size suitable to house the Equipment.

Section 4.3 The Utilities are under no obligation to continue to use a Communications Lamp Pole in the event that the Utility determine in their sole discretion that:

- (a) their continued use of a Communications Lamp Pole for the purposes of installing and operating the Equipment, as applicable, does not meet the engineering, technical, operational, health and safety or other requirements of the Utility, as applicable, or

- (b) technical, service or health and safety problems arise in the Utility's network arising from the Equipment located in a Communications Lamp Pole.

Each of the Utilities shall have the right, exercisable at any time during the Term or during any renewals or extensions thereto, at its respective sole discretion but subject to the balance of this Article 4, upon ninety (90) days written notice to each of the other parties to this Agreement (the "**Removal Notice**"), to remove their Equipment, respectively, from the relevant Communications Lamp Pole(s) and place it in an underground flush to grade vault(s) or an above ground pedestal(s) or cabinet(s) in such location(s) and with such landscaping as may be approved and required by the Municipality, acting reasonably.

Section 4.4 Subject to **Sections 4.2, 4.3 and 6.1**, the Utilities will use their commercially reasonable efforts to design their Equipment, respectively, in a manner which will enable the installation of such Equipment in the Communications Lamp Poles.

Section 4.5 In the event that the Municipality determines in its sole discretion that:

- (a) the continued use of any Communications Lamp Pole for the purposes of installing and/or operating the Equipment does not meet the engineering, technical, operational, health and safety or other requirements of the Municipality, or
- (b) technical, service or health problems arise from the Equipment located in a Communications Lamp Pole,

the Municipality shall have the right, exercisable at any time during the Term, or any renewals or extensions thereto, at its respective sole discretion, upon providing a Removal Notice, to require the removal of the Equipment from the relevant Communications Lamp Pole in a reasonable time and require it to be placed in underground flush to grade vault(s) or an above ground pedestal(s) or cabinet(s) in such location(s) and with such landscaping as may be approved and required by the Municipality, acting reasonably.

ARTICLE 5

NO OCCUPANCY CHARGES

Section 5.1 Subject to **Section 5.2**, the Municipality agrees that it will not charge the Utilities, nor cause to be charged to the Utilities, any access fee(s), licence fee(s), rent, or any other fee(s) or charge(s) in connection with the use and occupancy of any Communications Lamp Pole at any time, except as provided herein. This clause shall survive the termination of this Agreement.

In the event that the CRTC issues any decision or order which permits the Municipality to charge the Utilities access fees in connection with the installation and operation of telecommunications facilities within Service Corridors, this Agreement shall not prevent the Municipality from charging such fees provided that no permit fee(s), access fee(s), license fee(s), rent, or any other fee(s) or charge(s) (except as provided herein) shall be charged by Municipality to the Utilities in connection with the use of any Communications Lamp Pole during the Term, or any renewals or extensions thereto.

Section 5.2 Subject to the provisions included in **Section 5.1**, with respect to the period either before or after Municipal Acceptance, any new installation of any of the Utilities' Equipment in a Communications Lamp Pole which pole use was not provided for and approved by the Municipality in the relevant CUP, or any new installation in a Communications Lamp Pole erected after the date of Municipal Acceptance, which Communications Lamp Pole is not a replacement for an existing Communication Lamp Pole, shall be subject to:

- (i) The prior approval of the Municipality, which approval shall not be unreasonably withheld or delayed;
- (ii) the payment by the applicable Utility to the Municipality of the one time fee of two hundred fifty dollars (\$250.00) per cavity its Equipment occupies within the Communications Lamp Pole, inclusive of taxes, if any, provided same has not been paid directly to the owner or developer of the Development; and
- (iii) the payment by the applicable Utility to the Municipality of any applicable Municipal consent application fees as set out in the relevant Municipal Access Agreement in connection with such new installation.

ARTICLE 6 OPERATION

Section 6.1 Notwithstanding **Section 4.3**, the Municipality hereby acknowledges and agrees that the Communications Lamp Poles may not be adequate to house all of the Equipment of each of the Utilities, and further that the Utilities shall be permitted, at their option, to design networks that include the placement of certain Equipment in underground flush to grade vaults or in above ground pedestals or cabinets. The Utilities agree to co-operate with the Municipality to determine an appropriate location for such above ground Equipment during the network design stage and development of the CUP. The Municipality shall not be responsible for approval of any services in above ground pedestals or cabinets that are not located on property owned by the Municipality.

Section 6.2 In the event that a Communications Lamp Pole is damaged and is unsuitable for continued use by the Utilities, the Utilities shall be permitted to place Equipment in temporary above ground pedestals or cabinets, in locations mutually acceptable to the Utilities and the Municipality. Within thirty (30) days of written notification to the Utilities of the installation of a suitable replacement Communications Lamp Pole, the Utilities shall, at their expense, relocate from the temporary location, reintroduce their Equipment into the new Communications Lamp Pole and, finally, remove the temporary pedestal or cabinet. The Utilities shall be responsible for any landscaping, grading, sodding or other restoration work required in the removal of their own temporary pedestal or cabinet which work shall be done at their expense and to the satisfaction of the Municipality.

Section 6.3 In the event of an emergency, or to repair an interruption in service, where either occurrence cannot be resolved without removing the Equipment from a Communications Lamp Pole, the Utilities shall be permitted to remove the Equipment and relocate it to a temporary

above ground pedestal or cabinet in a location mutually acceptable to the Utilities and the Municipality. The Utility shall, at its expense and within thirty (30) days of such emergency or the interruption in service being resolved, introduce the Equipment back into the original location in the Communications Lamp Pole. The Utility shall be responsible for any landscaping, grading, sodding or other restoration work required in the removal of their own temporary pedestal or cabinet which work shall be done at the their expense and to the satisfaction on the Municipality

Section 6.4 Any technological or other changes in or to the Communications Lamp Poles or any other installation of Equipment or facilities of any nature whatsoever at, on or in any Communications Lamp Pole which may adversely affect the operations of the Equipment shall be subject to the prior written consent of the Utilities and the Municipality.

ARTICLE 7 TERM & TERMINATION

Section 7.1 This Agreement shall commence on the Effective Date and, subject to the provisions of **Sections 7.2 and 7.3**, shall continue for a period of twenty-five (25) years from the Effective Date (the “**Term**”). Six (6) months prior to the end of the Term, the Parties shall discuss renewing the Agreement for an additional term. In the event the Utilities and the Municipality are unable to agree on such additional term, this Agreement shall automatically renew for one additional one (1) year term under the same terms and conditions as contained herein, unless the Agreement is terminated by the Utilities in accordance with **Section 7.2** hereof.

Section 7.2 Each of the Utilities shall be permitted to terminate their participation in this Agreement at any time following six (6) month’s written notice to all other parties of its intention to terminate. Within ninety (90) days following termination, the terminating party shall remove all of their Equipment from all of the Communications Lamp Poles then occupied by the terminating party and place it in an underground flush to grade vault(s) or an above ground pedestal(s) or cabinet(s) in such location(s) and be requested and as may be approved by the Municipality, acting reasonably.

Section 7.3 In the event that any one of the Utilities is in default of any provision of this Agreement (the “**Defaulting Utility**”), which default is not cured within one (1) month of delivery of written details of the default the Municipality shall be permitted to terminate this Agreement with the Defaulting Utility, at any time following six (6) months written notice to all other parties of its intention to terminate as against the Defaulting Utility. Within ninety (90) days following termination, the Defaulting Utility shall remove all of its Equipment from all of the Communications Lamp Poles and relocate such Equipment in an underground flush to grade vault(s) or an above ground pedestal(s) or cabinet(s) in such location(s) and with such landscaping as may be approved and required by the Municipality, acting reasonably.

Section 7.4 Notwithstanding the termination of this Agreement as allowed under Article 7 herein, the Agreement shall continue in full force and effect for and against the non-terminating and non-defaulting parties.

ARTICLE 8

LIABILITY & INDEMNITY

Section 8.1 Each of the Utilities shall be responsible for all costs associated with installing, maintaining, repairing, replacing and operating their respective Equipment within the Communications Lamp Poles. The Utilities shall ensure that any installation, maintenance, repair, replacement or operating work they carry out does not damage, disrupt, move, remove or destroy any of the other parties' Equipment in the Communications Lamp Pole, and the pole itself. Each of the Utilities shall indemnify and save the other harmless from any damage to the other party's Equipment caused by their respective negligent act or omission or any negligent act or omission of any of their respective employees, servants or agents in the performance of this Agreement.

Section 8.2 The Municipality, upon Municipal Acceptance of the Service Corridor, shall be responsible for any and all obligations and liabilities associated with the operation, repair, insurance and maintenance of the Communications Lamp Poles (excluding Equipment belonging to the Utilities) including replacement as may be required from time to time. The Municipality shall ensure that the Equipment in the Communications Lamp Poles is not damaged, disrupted, moved, removed or destroyed as a result of any installation, maintenance, repair, replacement or operating work by the Municipality. Notwithstanding the aforesaid, the Utilities shall be responsible for maintenance and replacement of access panels on Communications Lamp Poles which are used to accommodate their Equipment.

Section 8.3 At all times, the Equipment shall remain the property of the Utility who had it installed and the Communications Lamp Poles shall remain the exclusive property of the Municipality.

Section 8.4 Each of the parties to this Agreement (the "**Indemnifying Party**") shall indemnify and save harmless each of the other parties (the "**Benefiting Party**") from and against all actions, causes of action, proceedings, claims and demands brought against the Indemnifying Party, and from and against all losses, costs, damages or expenses suffered or incurred by any of the Benefiting Parties, including any and all legal costs on a solicitor-client basis and disbursements by reason of any damage to property, including property of any of the Benefiting Parties, or injury, including injury resulting in death, to persons, including the respective employees, servants, agents, licensees and invitees of any of the Benefiting Parties, caused by, resulting from or attributable to the negligent act or omission of the Indemnifying Parties or any of their respective employees, servants, or agents in the performance of this Agreement

Section 8.5 The indemnities in Article 8 shall survive the termination of this Agreement.

Section 8.6 Notwithstanding anything contained in this Agreement, the Municipality, and the Utilities shall not be liable to each other in any way for indirect or consequential losses or damages, or damages for pure economic loss, howsoever caused or contributed to, in connection with this Agreement or with any Equipment or Service Corridor governed hereby.

ARTICLE 9 INSURANCE

Section 9.1 Each of the parties hereto shall maintain insurance, or provide reasonable evidence of self insurance, in an amount of \$5,000,000.00, and with such coverage and provisions as will protect the other parties from claims for damages and personal injury including death, and for claims from property damage which may arise under this Agreement, including but not limited to the construction, maintenance or operation of the Equipment and the Communications Lamp Poles or any act or omission of each party's employees, servants, agents, licences or contractors. In the event any renewal premium is not paid, the Municipality, in order to prevent the lapse of such liability insurance policy, may pay the renewal premium or premiums and the Utility agrees to pay the cost of such renewal or renewals within fourteen (14) days of the account therefor being rendered by the Municipality.

Section 9.2 In addition to the foregoing, each of the parties covenants and agrees that:

- (a) The limits of liability for personal injury, bodily injury and property damage combined shall be for not less than five million dollars (\$5,000,000.00) for each occurrence;
- (b) The Comprehensive General Liability Insurance or self insurance shall extend to cover the contractual obligations of each party as stated within this Agreement;
- (c) The Municipality shall be added as an additional insured but only with respect to liabilities arising from the operations of the Equipment; and
- (d) All policies shall provide that they cannot be cancelled, lapsed or materially changed to the adversity of each party without at least thirty (30) days notice to the other party by registered mail.

ARTICLE 10 VESTED RIGHTS

Section 10.1 It is understood and agreed that this Agreement shall not confer upon the Utilities any vested rights, or franchise, by implication or otherwise, to use the Communications Lamp Poles and no further or additional privileges, or rights, if any, other than as expressly provided for by this Agreement.

Section 9.2 It is further understood and agreed that this Agreement shall not confer upon the Municipality any vested rights, or franchises, by implication or otherwise, to the Equipment other than as provided for in this Agreement.

ARTICLE 11 NOTICES

Section 11.1 Unless otherwise provided herein, any notice or other communication to a party under this Agreement shall be given or served by registered mail, postage prepaid, or by telegram or by facsimile transmission (fax) addressed as follows:

TO THE MUNICIPALITY:

Town of Pelham

Attention:

Fax:

TO BELL:

Bell Canada

Municipal Operations Center
100 BOROUGH DR. 5 BLUE,
TORONTO, ON M1P 4W2

Attention: Frank Fucile, C.Tech,

Fax: (416) 296-0520

With a copy to:

Assistant General Counsel
Bell Canada Law Department
100 Wynford Drive, Suite 300
TORONTO, ON M3C 4B4

Attention: Corporate Counsel

Fax: (416)-383-6269

TO COGECO:

Cogeco Cable Canada LP.

950 Syscon Road
P.O. Box 5076 STN LCD1
Burlington, ON L7R 4S6

Attention: Sr. Mgr. Municipal Relations

Fax: (905) 333-8430

With a copy to:

Cogeco Cable Canada LP.
Legal Affairs
5 Place Ville-Marie, Suite 915
Montreal, Quebec H3B 2G2

Attention: Chief Legal Officer and Secretary

Fax: (514) 874-2625

Any notice or other communication so mailed shall be deemed to have been given or served on the fifth day after it is deposited in any post office in Canada. Any form of notice may be given, and in the event that mail delivery is impeded for any reason, notice shall be given by courier or by fax, and any notice so given shall be deemed to have been given on the day delivered by courier or on the day after it is sent if sent by fax. Any such notice or other communication to a party may be served in person by delivering the same to a responsible person in the offices of the parties to be served at the above address. Either party may change its address for service at any time by notice in writing to the other.

ARTICLE 12 INTERPRETATION

Section 12.1 The terms of this Agreement shall be governed by the laws of the Province of Ontario. In the event that any court declares any portion of this Agreement invalid, the remainder of this Agreement shall remain in full force and effect. This Agreement shall not be construed to and does not create a relationship of agency, partnership, employment or joint venture between any of the parties hereto. The obligations of the parties hereto shall be several and not joint and several.

ARTICLE 13 ENTIRE AGREEMENT

Section 13.1 This Agreement constitutes the entire Agreement between the Parties and supersedes all previous agreements and understandings relating to the placing of the Equipment in the Communications Lamp Poles.

ARTICLE 14 HEADINGS

Section 14.1 The division of this Agreement into Articles and sections, and the Headings of those Articles are for convenience of reference only and shall not affect the interpretation of this Agreement.

ARTICLE 15 WAIVER

Section 15.1 The failure of any party to this Agreement to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

ARTICLE 16 NON-EXCLUSIVITY

Section 16.1 This Agreement does not preclude or prevent the Municipality from entering into agreements with other parties with respect to the use of the CLPs, provided such agreements do not interfere with or infringe upon any rights granted hereunder to the Utilities and provided that

such other parties indemnify and save harmless through any such other agreement the parties to this Agreement in the same manner and fashion as described in Article 8 herein.

ARTICLE 17 SUPPLEMENTAL AGREEMENT

Section 17.1 Except for the Parties accessing and working on their Equipment in the Communications Lamp Poles, matters in this Agreement related to the Parties carrying out any work (including but not limited to any installation, removal, excavation, construction, operation, maintenance, repair, testing, replacement, relocation, adjustment or alteration of the Parties' wires, fibre optic cables, ducts, manholes, poles, cables, pipes conduits, pedestals, antennas, vaults, support structure or other related facilities, equipment or structures located outside of the Communications Lamp Pole) in, on, over, along, under, above or across any Service Corridor that by its nature requires Municipal consent, or any physical disruption, change, cut, break, repair, restoration or excavation to the Service Corridor, shall be subject to the terms and conditions of any required Municipal consent including the applicable terms and conditions of any existing binding Municipal Access Agreement.

ARTICLE 18 ASSIGNMENT

Section 18.1 Except as provided in Section 18.2 hereof, no party shall assign any of its rights or obligations hereunder and any purported assignment shall be null and void.

Section 18.2 This Agreement may be transferred or assigned in its entirety, by any party to a single transferee or assignee (an "**Assignee**"), provided (a) the prior written consent of each of the other parties to this Agreement is obtained which consent shall not be unreasonably withheld or delayed, and (b) the Assignee executes an assumption agreement in form and substance acceptable to each of the other parties hereto, acting reasonably, agreeing to be bound by all of the terms and conditions of this Agreement as if it was an original signatory hereof.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day and year first above written.

THE CORPORATION OF THE TOWN OF PELHAM

By: _____

Mayor

By: _____

Clerk

BELL CANADA

By: _____

Name: Michael Underwood

Title: Regional Manager NP&P

By: _____

Name: Frank Fucile

Title: Right of Way Manager - 905 West

COGECO CABLE CANADA INC. LP

acting by its sole general partner

Cogeco Cable Canada LP Inc.

By: _____

Name: Michel Blais

Title: Vice President, Network Planning

I HAVE THE AUTHORITY TO BIND THE CORPORATION

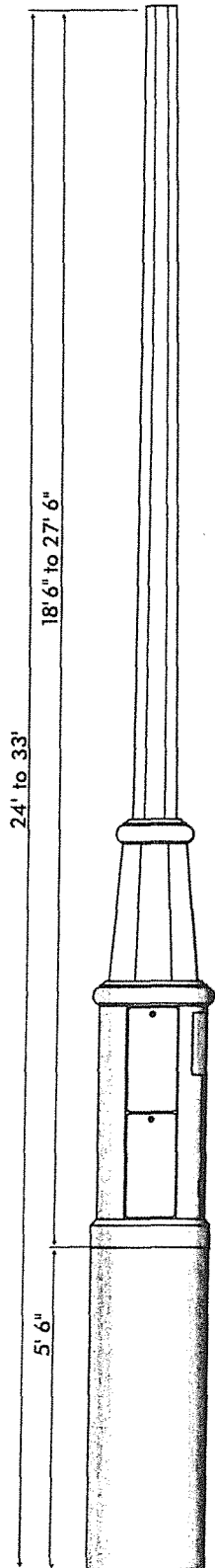
By: _____

Name:

Title:

TRAFALGAR

TELECOMMUNICATIONS POLE



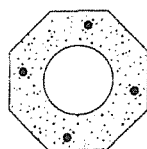
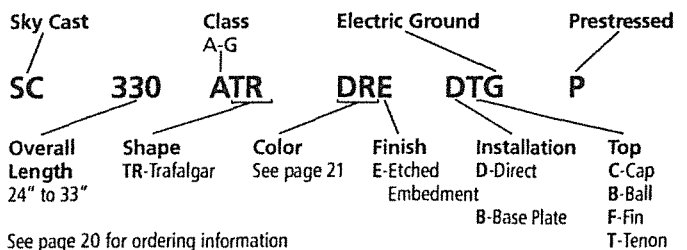
Leading the Revolution in Telecommunications Poles.

The Trafalgar™ Telecommunications Pole is designed with internal compartments that house both telephone and cable utility service equipment. Let the Trafalgar™ Telecommunications Pole eliminate unsightly street furniture in your new development.

Characteristics

- Revolutionary internal compartments for cable and telephone services
- Mounting heights from 18' 6" to 27' 6" above grade
- Octagonal cross section
- Etched finish

Product Logic



Cross section of shaft



Nancy J Bozzato/PEHLAM
01/09/2010 02:34 PM

To: Dianne Bell/PEHLAM@TOP_DOM
cc
bcc
Subject: Fw: CLP Agreement

Nancy J. Bozzato, AMCT, ACST
Town Clerk
Secretary-Treasurer, C of A
(905) 892-2607, ext. 315
(905) 892-5055 (Fax)

*Thank will pick up
Thursday or Friday Sept. 2 or
for signatures*

"TOWN OF PELHAM CONFIDENTIALITY NOTICE"

The information contained in this communication, including any attachments, may be confidential and is intended only for the use of the recipient(s) named above, and may be legally privileged. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, disclosure, or copying of this communication, or any of its contents, is strictly prohibited. If you have received this communication in error, please re-send this communication to the sender and permanently delete the original and any copy of it from your computer system. Thank you.

----- Forwarded by Nancy J Bozzato/PEHLAM on 01/09/2010 02:33 PM -----

From: <frank.fucile@bell.ca>
To: <njbozzato@pelham.ca>
Cc: <kwalsh@pelham.ca>
Date: 01/09/2010 02:26 PM
Subject: FW: CLP Agreement

Nancy

Back in July we received only one copy of the Communication Lamp Pole Agreement signed and stamped by the Town of Pelham. We had discussed the requirement that 2 additional copies required original signatures and that the documents would be sent to my attention. Can you let me know if they will be sent out soon or I can arrange to pick them up.

Thank you,

Frank Fucile, C.Tech
905W Right of Way Manager
63 King St., FL2 St.Catharines, ON L2R-3H6
Office:(905) 641-3268 or 1-888-831-1329
Fax:(905) 685-0820

Bell

From: Fucile, Frank (N362789)
Sent: July 22, 2010 11:08 AM
To: 'njbozzato@pelham.ca'
Subject: CLP Agreement

*Called Frank
left msg. Sept. 1/10
He pick up 3 agreements
for signature
or we pursue to him.*

Nancy

Attached is a copy of the agreement we require original signatures and returned to my attention at the address below.

Thank you,

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Office:(905) 641-3268 or 1-888-831-1329
Fax:(905) 685-0820

Bell



CLP Agreement Pelham May2010.doc



Nancy J Bozzato/PEHLAM
01/09/2010 02:34 PM

To Dianne Bell/PEHLAM@TOP_DOM
cc
bcc
Subject Fw: CLP Agreement

Nancy J. Bozzato, AMCT, ACST
Town Clerk
Secretary-Treasurer, C of A
(905) 892-2607, ext. 315
(905) 892-5055 (Fax)

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Bell

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Sent: July 22, 2010 11:08 AM
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63 King St., FL2 St.Catharines, ON L2R-3H6
Office:(905) 641-3268 or 1-888-831-1329
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