

**THE CORPORATION OF THE  
TOWNSHIP OF EDWARDSBURGH CARDINAL**

**BY-LAW NO. 2024-39**

**“A BY-LAW TO AUTHORIZE THE MAYOR, CAO AND PORT GENERAL  
MANAGER TO EXECUTE A LEASE AGREEMENT WITH JOE MOULTON O/A  
JOE COMPUTER.”**

**WHEREAS** the Municipal Act 2001, SO 2001, Chapter 25, Section 8(1) states that the powers of a municipality shall be interpreted broadly so as to confer broad authority on municipalities to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues; and

**WHEREAS** the Municipal Act 2001, SO 2001, Chapter 25, Section 8(2) states that in the event of ambiguity, the ambiguity shall be resolved so as to include, rather than exclude, municipal powers that existed before the Municipal Act, 2001 came into force; and

**WHEREAS** the Municipal Act 2001, SO 2001, Chapter 25, Section 9 gives the municipality the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this Act; and

**WHEREAS** the Port Management Committee has recommended that, and Municipal Council deems it desirable to, enter into a lease agreement with Joe Moulton o/a Joe Computer, for a 5-year term with one 5-year renewable option to utilize Port of Johnstown facilities for the telecommunications antenna equipment, as described within the agreement.

**NOW THEREFORE** the Council of the Corporation of the Township of Edwardsburgh Cardinal enacts as follows:

1. That the Mayor, CAO and Port General Manager are hereby authorized to execute the lease agreement with Joe Moulton o/a Joe Computer attached hereto as Schedule “A” on behalf of the Township of Edwardsburgh Cardinal and the Port of Johnstown.
2. That the Joe Computer Lease Agreement and its Schedules attached thereto shall form part of this by-law.
3. This by-law will come into force and take effect on its passing.

Read a first and second time in open Council this 22 day of July, 2024.

Read a third and final time, passed, signed and sealed in open Council this 22 day of July, 2024.

  
Mayor Tory Deschamps (Jul 24, 2024 14:06 EDT)

**Mayor**



**Clerk**

# Port lease agreement - Joe Computer Bylaw

Final Audit Report

2024-07-24

Created:	2024-07-24
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## "Port lease agreement - Joe Computer Bylaw" History



Document created by Clerk Rebecca Crich (rrich@twpec.ca)

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Document emailed to Clerk Rebecca Crich (rrich@twpec.ca) for signature

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Email viewed by Mayor Tory Deschamps (mayor@twpec.ca)

2024-07-24 - 6:05:32 PM GMT



Document e-signed by Mayor Tory Deschamps (mayor@twpec.ca)

Signature Date: 2024-07-24 - 6:06:00 PM GMT - Time Source: server



Email viewed by Clerk Rebecca Crich (rrich@twpec.ca)

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Document e-signed by Clerk Rebecca Crich (rrich@twpec.ca)

Signature Date: 2024-07-24 - 6:19:11 PM GMT - Time Source: server



Agreement completed.

2024-07-24 - 6:19:11 PM GMT



Adobe Acrobat Sign

THIS LICENSE made in triplicate this: 1st day of July 2024

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH/CARDINAL,  
Port of Johnstown Division  
a municipal corporation under the laws of Ontario  
(Port of Johnstown)  
(hereinafter called the "Licensor")

and

JOE MOULTON O/A JOE COMPUTER  
(hereinafter called the "Licensee")

WHEREAS the Licensor is the owner of the grain elevator ("the Elevator") and associated buildings and adjacent lands ("the Property") located in the Township of Edwardsburgh Cardinal, also known as the Port of Johnstown.

AND WHEREAS the Licensee is in the business of providing wireless internet services.

AND WHEREAS the Licensee is desirous of placing an antenna on the Elevator for the exclusive use of the Licensee and to place equipment within the Elevator, all for the purpose of providing high speed wireless internet service.

NOW THEREFORE in consideration of the respective obligations herein and hereby assumed, the parties for themselves and their respective successors and assigns do hereby covenant and agree with one another as follows:

1. The Licensee shall be permitted to erect an antenna on the roof of the hoisting elevator head room on the Elevator in the general location shown on schedule "A" attached hereto and forming part hereof.
2. The Licensee shall be allocated space in the motor control room #7 in the rail shipping house of the Elevator, such space forming a part hereof for the purpose of installing the antenna and associated equipment.
3. (a) The Licensee shall pay to the Licensor, its successors and assigns the annual fees:
  - a) From July 1, 2024 to June 30, 2025, \$3,207.75;
  - b) From July 1, 2025 to June 30, 2026, \$3,368.14;
  - c) From July 1, 2026 to June 30, 2027, \$3,536.54;
  - d) From July 1, 2027 to June 30, 2028, \$3,713.37; and
  - e) From July 1, 2028 to June 30, 2029, \$3,899.04.

- (b) The annual fee shall be paid semiannually in two equal installments of half the annual fees due for each year of the term, in advance on the first day of July and the first day of January in each year during the term hereof (i.e. in the first year of the term, \$1,603.88 on July 1, 2024, and \$1,603.88 on January 1, 2025). In addition, the licensee shall pay to the licensor any Harmonized Sales Tax, which it may be required to pay by law.
4. The Licensee shall pay all taxes, rates, fees and assessments of every description, including any H.S.T. payments which may at any time be charged or imposed, during the term hereof, by any authority upon or in respect of the privileges hereby granted or any increase to the foregoing taxes, rates, fees and assessments to the Licensor which are the result of the privileges herein granted.
  5. The term of this License shall be for five (5) years commencing on the 1st day of July 2024 and ending on the 30<sup>th</sup> day of June 2029.
  6. If at the expiration of the Term the Licensee shall be desirous of taking a new License for a further term and provided that the Licensee is not and has not been in persistent default of any of the covenants, provisos and agreements contained in this license, the Licensee shall have the option of renewing the within License for an additional term of five (5) years , provided that the Licensee shall have given to the Licensor notice in writing of its intention to renew the said License at least six months prior to the expiration of the original Term. Provided that the notice provisions for exercising the Licensee's intention to renew as set out herein are met, the Licensee shall be entitled to and the Licensor will (at the sole cost of the Licensee), grant to the Licensee, a renewal license for the further term of five (5) years duration and the renewal lease shall be upon the same terms and conditions as contained in the within License save and except that:
    - a) There shall be no further option to renew; and
    - b) Rental rates and the amount of the security deposit, if any, required during the renewal term, shall be as determined by the Licensor, but shall not be less than the final year of the original Term.
  7. The Licensee accepts the licensed premises in their present condition "as is where is" and as fit and sufficient for the purposes of the Licensee.
  8. All installations, maintenance, repair and operations carried out under this License shall be done at the expense and risk of the Licensee, and in compliance with all applicable laws and regulations, including but not limited to the rules and regulations of the Licensor.
  9. The Licensee shall obtain all necessary permits and consents from all government agencies as required to carry out the foregoing and shall pay all fees required.
  10. The Licensee shall have all specifications and all work to be carried out under this License pre-approved by the Licensor. The Licensee agrees not to undertake any work without first obtaining such approval in writing.

11. The Licensee and subcontractors shall have access to the premises at reasonable times and in a manner approved by the Licensor for the purpose of installing, maintaining and repairing its equipment. Only persons authorized by the Licensor and under Licensee's direct supervision shall be permitted access to the premises.
12. The Licensee shall arrange such access during the normal business hours of the Licensor by calling 613-925-4228. Access may also be arranged during non-business hours, subject to availability, by calling Mike Moulton at 613-407-1254 or Jeff Wright at 613-264-2158 or such other person(s) as the Licensor may designate from time to time. The Licensor shall be entitled to recover its costs, as additional rent, for providing access during its non-business hours.
13. The Licensor may enter and view the state of repair, and the Licensee will repair according to notice in writing from the Licensor.
14. If the Licensee defaults at any time in any payment required under this agreement, including the provision of any services set out herein, or fails, or neglects at any time to fully perform, observe and keep all the covenants, terms and conditions herein contained, the Licensor may give the Licensee written notice of such default and the Licensee shall correct such default within fifteen (15) days after receipt thereof and if the default remains outstanding on the sixteenth (16<sup>th</sup>) day the Licensor may terminate this lease forthwith, except in the event that such default reasonably requires more than fifteen (15) days to correct in which case the Licensee shall have a reasonable time to cure such default.
15. The Licensor agrees that the antenna attachments will not become fixtures and the Licensee agrees to remove the attachments and equipment from the building and elevator on termination of this agreement and repair any damage caused by such removal. In the event of a failure by the Licensee to remove the attachments and equipment after the receipt of at least ninety (90) days prior written notice by the Licensor given after the termination of this license to remove the same then the Licensor may remove the attachments and equipment at the expense of the Licensee.
16. The Licensor may require the Licensee to relocate all or some of the antenna attachments and/or re-allocate the space in or from the motor control room in the rail shipping house located in the building during the term hereof at the expense of the Licensee if such space is required by the Licensor; the relocation to be to comparable space. In the event that the Licensee's antennae and/or equipment is not able to be moved to comparable space and the Licensor has used reasonable efforts to relocate the Licensee then the Licensor may terminate this agreement by giving three (3) months prior notice to the Licensee and the fee paid hereunder shall be apportioned to the date of termination.
17. Nothing herein shall be construed to confer upon the Licensee any proprietary right to the Elevator or the Property. The Licensee shall not permit any other companies, corporations and/or persons to access, install, maintain and operate equipment on the antenna or within the Property without the prior written consent of the Licensor

- being first obtained which consent may be withheld on any grounds by the Licensors.
18. In the event that the Licensee's use of the Property causes any transmission problem to the Licensors or to any customer of the Licensors, then such transmission problem shall be resolved to the satisfaction of the Licensors by the Licensee at its own expense as soon as possible. In the event that such transmission problem is not so resolved by the Licensee within eight (8) hours and if the Licensee is not able to provide a solution to the satisfaction of the Licensors, then the Licensors may disconnect the Licensee's Equipment at the expense of the Licensee. The Licensee shall only be permitted to reconnect such Equipment when the Licensors is satisfied that such Equipment will not cause any such transmission problem.
  19. No change or modification to this agreement shall be valid unless it is in writing and is duly executed by both parties hereto.
  20. The Licensors assumes no responsibility for the Licensing, operation or maintenance of the Licensee's installation.
  - 21.1 The Licensee shall during the term hereof, provide proof of and keep in full force and effect a policy of Public Liability and Property Damage insurance with respect to the Property, in which the limits of Public Liability shall be not less than Two Million Dollars (\$2,000,000.00) per person and the Property Damage Liability shall not be less than Five Million Dollars (\$5,000,000.00). The Policy shall name the Licensors and the Licensee as insured and shall contain a clause that the insured shall not cancel or change the insurance without first giving the Licensors ten (10) days prior written notice.
  - 21.2 The Licensee shall not do or permit to be done or omit or permit to be omitted upon the Elevator anything which shall cause the rate of insurance to be increased or the insurance on the Elevator to be cancelled. If the use and occupancy of the allocated space by the Licensee results in an increase in the provisions for fire, extended coverage or casualty insurance of the Facility the Licensee shall pay the Licensors the amount of such increase.
  22. The Licensors shall, on the behalf of and at the expense of the Licensee, install on the antenna and equipment as a safety precaution, warning signs in English and French which shall have wording as mutually agreed upon by both parties, if such signs are deemed necessary by the Licensors.
  23. The Licensee shall indemnify the Licensors against all actions, suits, claims, damages costs and liability arising out of;
    - i. Any breach, violation or non-performance of any Licensee's covenants, conditions or agreement in the agreement;
    - ii. Any damage to property occasioned by the Licensee's use of the Property; and
    - iii. Any injury to or death of any person resulting from the Licensee's use of

the Elevator.

24. The Licensee shall not register a notice of this agreement on the title to the Property. The terms of this License may not be released without the prior written consent of both the Licensor and the Licensee.
25. Any notice required by this agreement shall be made in writing and shall be deemed to have been sufficiently given (3) business days after the same has been sent by prepaid registered mail addressed in the case of the Licensor to:

Port of Johnstown  
3035 County Road 2  
Johnstown, ON  
K0E 1T1

and in the case of the Licensee to:

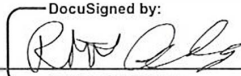
Joe Moulton  
11 Spencer St.  
Box 291  
Spencerville, ON  
K0E 1X0


26. The Licensee may not assign or sublet this agreement in whole or in part or transfer possession under this agreement without first obtaining the prior written consent of the Licensor which consent may be unreasonably or arbitrarily withheld by the Licensor.
27. This agreement shall not be in force or bind either of the parties hereto until executed by all the parties named herein.
- 28.. The Licensor does not in any way or for any purpose become a partner of the Licensee in the conduct of its business, or otherwise, or a joint venture of a member of a joint enterprise with the Licensee, nor is the relationship of principal and agent created.
29. If the Licensee becomes bankrupt or insolvent, goes into receivership or takes the benefit of any statute from time to time relating to bankrupt or insolvent debtors, or is required to wind up or dissolve by any order or resolution, or is unable to meet its liabilities as they become due under this License may, in addition to any other remedies available to it, terminate any obligation of the Licensor under this License Agreement by giving thirty (30) days notice in writing to the Licensee.

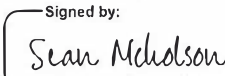
IN WITNESS WHEREOF the parties hereto have duly executed this License this

30<sup>th</sup> day of July 2024.

**The Corporation of the Township of  
Edwardsburgh/Cardinal, Port of Johnstown  
Division, (the “Lessor”)**

By:   
DocuSigned by:  
BB86F45997FD444  
**Name: Robert Dalley**  
**Title: General Manager, Port of  
Johnstown**

By:   
DocuSigned by:  
3CB9228208C04EE...  
**Name: Tory Deschamps**  
**Title: Mayor**

By:   
Signed by:  
9CFEADC9804145A...  
**Name: Sean Nicholson**  
**Title: Chief Administrative Officer**

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

  
Witness

  
Signed by:  
863A3D4CDEED419...  
Joe Moulton



Port of Johnstown  
Schedule "A"

