

This AGREEMENT made this 11th day of September 2024

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF KINCARDINE  
(hereinafter called "Kincardine")

And

Lakeside Radio Broadcasting Corp.  
C/O Greg Hetherington  
520 James Street  
Wallaceburg, Ontario  
N8A 2N9  
(hereinafter called the "Lakeside Radio")

WHEREAS:

- A. Kincardine owns and operates a water tower for the municipal water system in the town of Kincardine (the "Water Tower") on the property being;
  - i) Roll Number 41 08 220 003 10401, P 61 Pt lots O & T P3R3680 part 3 RP 3R3885
- B. Lakeside Radio is in the commercial radio business, broadcasting from downtown Kincardine as far as Port Elgin in the North and Goderich to the South and wishes to place antennas on top of the Water Tower, and a backup generator at the base of the Water Tower to facilitate their services.

1. TERMINATION AT WILL

Either party may terminate this Agreement at any time upon the giving of 180 days notices of such termination. The notice shall be given by registered mail (in which case the 180 day period commences upon the date of mailing) to Kincardine at 1475 Concession 5, RR#5 Kincardine, Ontario N2Z 2X6 and to Lakeside radio at ENTER INFO HERE. In the case of such personal delivery, the 180 notice period shall commence on the date of delivery.

2. LAKESIDE RADIO RIGHTS

- i) Lakeside Radio may have access at all reasonable times to and from the Water Tower, and may use up to 35 feet of space on the top of the Water Tower, to erect, hold and maintain the following equipment:
  - a) On the Kincardine Water Tower, Lakeside radio is permitted a 35 foot pole and 4 bay radio antenna. The gross weight for all necessary

equipment shall not exceed more than 175 pounds on the Water Tower. Lakeside Radio further agrees to secure existing equipment at the Water Tower location to ensure the safety of Kincardine employees and Kincardine residents. All work is to be completed at no monetary cost to Kincardine.

- b) Lakeside Radio may further use a 1metre x 4metre space located inside the fenced area at the Water Tower in the south-east corner for a self-contained, air cooled, Propane fuelled, Eleven Kilowatt Genrac generator for a standby power and the installation of buried cable from the above noted generator to the auto transfer switch (approximate size is .5m x .5m) located in the Water Tower control building. The standby power package shall not interfere with any existing works and further Lakeside Radio is fully responsible for the fueling, operation, maintenance and testing to meet all applicable standards.

### 3. LAKESIDE RADIO OBLIGATIONS

- i) Lakeside Radio shall provide the Municipality of Kincardine with the anticipated Radio Frequency (RF) Energy Levels and their locations and provide an assessment against the RF energy reference levels for Uncontrolled and Controlled Environments as outlined in Safety Code 6 (2015). RF Energy Levels should be provided and assessed for areas within 0-2m of water storage tower roof (i.e. occupational working height area). Should the anticipated RF Energy Levels exceed those stated in Safety Code 6 for Controlled Environments, Lakeside Radio shall be prepared to complete an output power reduction of the antenna whenever the Municipality of Kincardine has work scheduled within the vicinity of the antenna. Lakeside Radio shall be responsible for all direct and indirect costs associated with this power reduction and shall provide RF Energy Level monitoring while any work is completed within the vicinity of their antenna.
- ii) Lakeside radio agrees to pay \$10,000 per year plus annual Ontario CPI for the use of the Kincardine Water Tower, which will be put into water reserve account RF 68. The Municipality will invoice Lakeside Radio Broadcasting \$5,000 twice a year for this service.

### 4. INTERFERENCE

Lakeside Radio shall not cause any interference to the broadcast reception quality to any of Kincardine or other users of the Water Tower space as of the date of this agreement. If there is any

interference to the broadcast or reception quality at any time of Kincardine, or any other licensee of space on the tower and Lakeside Radio cannot remedy it, as of the date of this agreement, then Kincardine may give notice as provided for above, of the immediate termination of this agreement to be effective upon the giving of the notice of termination.

5. ASSIGNABILITY

Lakeside Radio may not assign this agreement without the approval and consent of Kincardine.

6. OTHER TERMINATION

This agreement shall terminate immediately if the Water Tower becomes damaged, so as to make the continued use of the Water Tower impractical or impossible for the purposes of Lakeside Radio. Further, there shall be no obligation whatsoever upon Kincardine to effect repairs or to carry out maintenance on the Water Tower in order to make such use the Lakeside Radio practical or possible at anytime. Kincardine shall not be responsible for any damage or loss which may be incurred by Lakeside Radio due to such use being made or becoming impractical or possible.

7. OWN RISK

It is agreed and understood that Lakeside Radio's antenna(s), equipment and lines place on the Water Tower shall be there at the sole and only risk of Lakeside Radio. Kincardine shall not be responsible for them in anyway, including the provisions of any security, whatsoever, with the exception only of willful and deliberate damage caused by employees of Kincardine.

Lakeside Radio Broadcasting Corp. acknowledge that the Municipality of Kincardine is not responsible for any form of working at heights, or rescue for working at heights at the Kincardine tower, and that Lakeside Radio will ensure all its staff and sub-contractors will be responsible for all emergency plans in the event or required maintenance.

8. REMOVAL

If this Agreement is terminated pursuant to the 180 days notice, and if Lakeside Radio has not removed its antenna(s), equipment and lines upon expiration of such notice, then any of the said items remaining on the property of Kincardine, shall be deemed abandoned and may be dealt with by Kincardine as it sees fit. If this agreement is terminated immediately, then Lakeside Radio shall have 30 days calculated from the day of such

termination to effect such removal failing which any items remaining shall be deemed abandoned and may be dealt with by Kincardine as it sees fit.

9. REAL PROPERTY TAX IMPLICATIONS

In the event there are any municipal, county, or education tax implications arising as a result of the exercise of rights of Lakeside Radio under this Agreement, then any such burden shall be borne by and paid by Lakeside Radio either directly or by way of reimbursement to Kincardine.

10. LIABILITY

Lakeside Radio shall be liable for any damage to the Water Tower arising out of or in connection with its exercise of its rights under this Agreement. Kincardine shall not be liable to Lakeside Radio for any interference, or inconvenience caused by damage to any part of the Water Tower, or by repairs, alterations, improvement or construction to the Water Tower.

11. INSURANCE

During the term of this Agreement, Lakeside Radio shall provide and keep in force for the benefit of Kincardine, a general liability insurance in an amount of not less than \$5,000,000 in respect of injury to or death of any one person or property damage connected with the exercise of the rights of Lakeside Radio pursuant to this agreement.

12. TERM

Lakeside Radio and the Municipality of Kincardine agree to the terms of a three-year contract from January 1<sup>st</sup>, 2024, to December 31<sup>st</sup>, 2026. It is agreed that both parties will have the option to review and renegotiate the terms of this contract. It is also agreed that both parties, if agreeable could agree to a three-year extension of the existing contract.

IN WITNESS WHEREOF the parties hereto have signed under the hands of their proper officers duly authorized in that behalf.

LAKESIDE RADIO

\_\_\_\_\_  
Greg Heatherington

\_\_\_\_\_  
Witness

I/We have the authority to bind the Corporation.

THE CORPORATION OF THE MUNICIPALITY OF KINCARDINE

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

We have the authority to bind the Corporation.