

Regular Council Meeting Agenda

Date: Tuesday, November 12, 2024, 7:00 pm
Location: Tecumseh Town Hall - Council Chambers
917 Lesperance Road
Tecumseh, Ontario N8N 1W9

Pages

- A. Roll Call
- B. Order
- C. Report Out of Closed Meeting
- D. Moment of Silence
- E. National Anthem
- F. Land Acknowledgement

We acknowledge that we are on land and surrounded by water, originally inhabited by Indigenous Peoples who have travelled this area since time immemorial. This territory is within the lands honoured by the Wampum Treaties; agreements between the Anishinaabe, Haudenosaunee, Leni Lenape and allied Nations to peacefully share and care for the resources around the Great Lakes. Specifically, we would like to acknowledge the presence of the Three Fires Confederacy Ojibwe, Odawa, Potawatomi and Huron/Wendat Peoples. We are dedicated to honouring Indigenous history and culture while remaining committed to moving forward respectfully with all First Nations, Inuit and Métis.

- G. Disclosure of Pecuniary Interest
- H. Minutes

Recommendation

Moved by _____

Seconded by _____

That the October 22, 2024 minutes of the Regular Council Meeting, as were delivered to the members, **be adopted.**

I. Supplementary Agenda Adoption

J. Consent Agenda Items

K. Delegations

L. Communications

1. For Information: 19 - 20

a. Western Ontario Wardens Caucus dated November 4, 2024 21 - 23

Re: Support for Ontario Big City Mayors Caucus, Solve the Crisis Campaign

b. Municipality of Wawa dated November 5, 2024 24 - 27

Re: Green Roads Pilot Project

c. Township of North Glengarry dated October 28, 2024 28 - 29

Re: AMCTO Recommendations for Updates to the Municipal Elections Act

Recommendation

Moved by _____

Seconded by _____

That Communications - For Information 1 through 3 as listed on the Tuesday, November 12, 2024 Regular Council Agenda, **be received.**

2. For Action:

M. Update from County Council and Boards

N. Committee Minutes

O. Reports

1. Development Services

- a. DS-2024-36 Zoning By-Law Amendment 1539 Shawnee
Scheduling of a Public Meeting

30 - 48

Recommendation

Moved by _____

Seconded by _____

That the scheduling of a public meeting to be held on Tuesday, December 10, 2024 at 5:00 p.m., in accordance with the *Planning Act*, for a zoning by-law amendment application pertaining to an 802 square metre (8,637 square foot) parcel of land situated on the west side of Shawnee Road, approximately 64 metres (209 feet) south of its intersection with Brouillette Court (1539 Shawnee Road), seeking to amend Zoning By-law 1746 by rezoning the subject land from “Residential Type Two Zone (R2)” to a site-specific “Residential Type Two Zone (R2-27)” to permit a one-storey, semi-detached dwelling and establish site-specific lot provisions, **be authorized**.

2. Financial Services

- a. FS-2024-18 Budget Variance Report - August 2024

49 - 85

Recommendation

Moved by _____

Seconded by _____

That Report FS-2024-18, Budget Variance Report – August 2024, showing a projected tax-supported surplus of \$295,536 and a rate-supported deficit of \$111,295 **be received**.

3. Public Works & Engineering Services

- a. PWES-2024-52 Trans Canada Trail Registration Multi-Use Pathways - Riverside Drive and Brighton Road 86 - 92

Recommendation

Moved by _____

Seconded by _____

That Report PWES-2024-52 Trans Canada Trail Registration, Town of Tecumseh Multi-Use Pathways: Riverside Drive (from the City of Windsor to Brighton Road) and Brighton Road (from Riverside Drive to the Tecumseh Road Roundabout), **be received;**

And that By-Law 2024-090 be considered for first, second, third and final reading, **to authorize** the Mayor and Clerk to execute the Registration Agreement with the Trans Canada Trail, which will enable application to the Trans Canada Trail's Capital Improvement Program.

- b. PWES-2024-53 Xplore Inc. Telecommunications Municipal Access Agreement 93 - 98

Recommendation

Moved by _____

Seconded by _____

That Report PWES-2024-53 Telecommunications Municipal Access Agreement **be received;**

And that By-Law 2024-093 be considered for first, second, third and final reading, **to authorize** the Mayor and Clerk to execute a Telecommunications Municipal Access Agreement, satisfactory in form to the Town's solicitor, with Xplore Inc. and Explore Fibre L.P.

P. By-Laws

1. By-Law 2024-090 Trans Canada Trail Registration Agreement 99 - 102

Being a by-law to authorize the execution of an Agreement with The Corporation of the Town of Tecumseh and Trans Canada Trail - Le Sentier Transcanadien

2. By-Law 2024-092 DMAF - Cedarwood Sanitary Pump Station 103 - 130

Being a By-Law to authorize the execution of an Agreement with His Majesty the King of Right of Canada, as represented by the Minister of Housing, Infrastructure and Communities

3. By-Law 2024-093 Municipal Access Agreement - Xplore Inc. 131 - 172
Being a by-law to authorize the execution of a Municipal Access Agreement between the Corporation of the Town of Tecumseh and Xplore Fibre L.P.

4. By-Law 2024-094 Oldcastle Heights Residential Subdivision - Model Home Permits 173 - 174
Being a by-law to amend By-Law 85-18, the Town's Comprehensive Zoning By-law for those lands in the former Township of Sandwich South (Removal of Holding (H) Zone Symbol affecting Lots 17 & 21 and Blocks 76 & 83, 12M-709 - Oldcastle Heights Residential Subdivision

Q. Unfinished Business

1. November 12, 2024 175 - 176

R. New Business

S. Motions

1. Confirmatory By-Law 2024-095 177 - 178

Recommendation

Moved by _____

Seconded by _____

That By-Law 2024-095 being a by-law to confirm the proceedings of the Tuesday, November 12, 2024, regular meeting of the Council of The Corporation of the Town of Tecumseh **be given** first, second, third and final reading.

T. Notices of Motion

U. Next Meeting

Tuesday, November 26, 2024

4:30 pm Policies & Priorities Committee Meeting

7:00 pm Regular Council Meeting

V. Adjournment

Recommendation

Moved by _____

Seconded by _____

That there being no further business, the Tuesday, November 12, 2024 meeting of the Regular Council **be adjourned** at pm.

Regular Meeting of Council
Minutes

Date: Tuesday, October 22, 2024
Time: 7:00 pm
Location: Tecumseh Town Hall - Council Chambers
917 Lesperance Road
Tecumseh, Ontario N8N 1W9

Present:
Mayor, Gary McNamara
Deputy Mayor, Joe Bachetti
Councillor, James Dorner
Councillor, Alicia Higgison
Councillor, Brian Houston
Councillor, Tania Jobin

Absent:
Councillor, Rick Tonial

Also Present:
Chief Administrative Officer, Margaret Misk-Evans
Director Public Works & Engineering Services, Phil Bartnik
Director Community Safety & Fire Chief, Wade Bondy
Director People & Culture, Michelle Drouillard
Director Technology & Client Services, Shaun Fuerth
Director Community & Recreation Services, Beth Gignac
Director Development Services, Brian Hillman
Director Financial Services & Chief Financial Officer, Tom Kitsos
Deputy Clerk & Manager Legislative Services, Jennifer Alexander
Deputy Clerk - Clerks Services & Policy Advisor, Christina Hebert

A. Roll Call

B. Order

The Mayor calls the meeting to order at 7:00 pm.

C. Report Out of Closed Meeting

D. Moment of Silence

The Members of Council and Administration observe a Moment of Silence.

E. National Anthem

The Members of Council and Administration observe the National Anthem of O Canada.

F. Land Acknowledgement

We acknowledge that we are on land and surrounded by water, originally inhabited by Indigenous Peoples who have travelled this area since time immemorial. This territory is within the lands honoured by the Wampum Treaties; agreements between the Anishinaabe, Haudenosaunee, Lenni Lenape and allied Nations to peacefully share and care for the resources around the Great Lakes. Specifically, we would like to acknowledge the presence of the Three Fires Confederacy Ojibwe, Odawa, Potawatomi and Huron/Wendat Peoples. We are dedicated to honouring Indigenous history and culture while remaining committed to moving forward respectfully with all First Nations, Inuit and Métis.

G. Disclosure of Pecuniary Interest

There is no pecuniary interest declared by a Member of Council.

H. Minutes

- 1. Regular Council Meeting - October 8, 2024**
- 2. Public Council Meeting - October 8, 2024 - Petretta MRSPA Lands**
- 3. Public Council Meeting - September 24, 2024 - Tecumseh Hamlet Secondary Plan**

Motion: RCM - 241/24

Moved by Deputy Mayor Joe Bachetti
Seconded by Councillor Tania Jobin

That the October 8, 2024 minutes of the Regular Council Meeting, October 8, 2024 of the Public Council Meeting, as were delivered to the members, **be adopted**.

Carried

Motion: RCM - 242/24

Moved by Councillor Tania Jobin
Seconded by Councillor Alicia Higgison

That the Tuesday, September 24, 2024 minutes of the Public Council Meeting as were delivered to the members, **be approved**.

Carried

I. Supplementary Agenda Adoption

Motion: RCM - 243/24

Moved by Councillor Tania Jobin
Seconded by Councillor Alicia Higgison

That the supplementary item added to the Regular Meeting agenda regarding report PWES-2024-51 Arbour Street to Southfield Drive Watermain Extension - Tender Award and By-law 2024-088 and the Notice of Motion on Funding Allocation of Historical Societies, **be approved.**

Carried

J. Consent Agenda Items

1. CAO-2024-08 OPP Detachment Board At-Large Member Appointment for 2025

Motion: RCM - 244/24

Moved by Councillor Tania Jobin
Seconded by Councillor Alicia Higgison

That Report CAO-2024-08 OPP Detachment Board At-Large Member Appointment for 2025 **be received and that the respective recommendation noted in the report be approved.**

Carried

K. Delegations

1. Royal Canadian Legion - Col Paul Poisson Branch 261 - Poppy Campaign

Re: Shirley Drouillard, Poppy Chair, Carolyn Venus, Branch 261 President, and Darrin Drouillard, Branch 261 Branch Chair

Members of the Royal Canadian Legion Branch 261 kick off this year's Poppy campaign with Members of Council being presented with a poppy. The poppy is worn as a reflection of Remembrance Day and the sacrifices made by veterans. All funds raised in the campaign stays in the community to assist local veterans. Council extends appreciation to Royal Canadian Legion Branch 261 and all those who have served our country.

2. Housing Accelerator Fund

Re: Larry Silani of MillerSilani, and Brian Hillman, Director Development Services

Brian Hillman, Director Development Services provides an overview of the status update pertaining to the Housing Accelerator Fund (HAF) to expand housing choices and improving affordability. Mr. Larry Silani explains the

status of all nine initiatives that have been established in the HAF Agreement and next steps.

- a. DS-2024-35 Expanding Housing Choices and Improving Affordability Housing Accelerator Fund (HAF) Briefing Regarding Various Initiatives

Motion: RCM - 245/24

Moved by Deputy Mayor Joe Bachetti
Seconded by Councillor Tania Jobin

That Report DS-2024-35, entitled “Expanding Housing Choices and Improving Affordability - Tecumseh Housing Accelerator Fund: October 2024 Status Update,” **be received.**

Carried

3. Pickleball Courts Grant Submission

Re: Director Community & Recreation Services, Beth Gignac; and Joni Ouellette, Malinda Hebert, Jo-Anne Neilson and Terri Morais, Tecumseh Pickleball Association

Beth Gignac, Director Community & Recreation Services highlights the efforts, energy and professional leadership of the Tecumseh Pickleball Association (TPA). Joni Ouellette and Terri Morais of the TPA extend appreciation to Council and Administration for the continued support for the sport and offer support to the grant submission by the Town.

- a. CRS-2024-24 Pickleball Courts - Grant Submission

Motion: RCM - 246/25

Moved by Councillor Alicia Higgison
Seconded by Councillor James Dorner

That CRS-2024-24 Pickleball Courts – Grant Submission **be received;**

And that Administration **be authorized** to submit an application to the Community Sport and Recreation Infrastructure Fund, Stream 1: Repair and Rehabilitation for acoustic mitigation to Pickleball Courts;

And further that the Director Financial Services & Chief Financial Officer and the Director Community & Recreation Services **be authorized** to sign any required documents necessary to complete the application and the subsequent document for the Community Sport and Infrastructure Fund, Stream 2.

Carried

L. Communications

1. For Information:

- a. Municipality of Lakeshore dated October 9, 2024

Re: Notice of Master Plan - Water and Wastewater Master Plan Update

Motion: RCM - 247/24

Moved by Councillor Tania Jobin
Seconded by Councillor Alicia Higgison

That Communications - For Information item 1 as listed on the Tuesday, October 22, 2024 Regular Council Agenda, **be received**.

Carried

2. For Action:

There are no Communication for Action items presented to Council.

M. Update from County Council and Boards

County of Essex - County Council

A Member advised on the status update of the County's new Official Plan.

N. Committee Minutes

1. Essex County OPP Detachment Board North - April 22, 2024

Motion: RCM - 248/24

Moved by Councillor Alicia Higgison
Seconded by Councillor Tania Jobin

That the April 22, 2024 minutes of the Essex County OPP Detachment Board North as were delivered to the members, **be accepted**.

Carried

2. Tecumseh Business Improvement Area dated October 15, 2024

Motion: RCM - 249/24

Moved by Councillor James Dorner
Seconded by Deputy Mayor Joe Bachetti

That the October 15, 2024 minutes of the Business Improvement Area Board of Management as were delivered to the members, **be accepted**.

Carried

O. Reports

1. Development Services

Councillor Brian Houston arrives at the meeting at 8:06 pm.

- a. DS-2024-33 Zoning By-Law Amendment Petretta Residential Proposal Results of Public Meeting and Final Recommendation

Motion: RCM - 250/24

Moved by Deputy Mayor Joe Bachetti
Seconded by Councillor Tania Jobin

That DS-2024-33 entitled “Zoning By-Law Amendment, Petretta Residential Proposal Northerly Portion of Manning Road Secondary Plan Area, Results of Public Meeting and Final Recommendation”, **be received;**

And that a by-law having the effect of amending Zoning By-law 85-18 by rezoning a 9.5 hectare (23.5 acre) portion of a 10.2 hectare (25.4 acre) parcel of land located on south of County Road 22, east of Lesperance Road and within the Manning Road Secondary Plan Area, seeking to amend Zoning By-law 85-18 by rezoning the subject portion of property from “Agricultural Zone (A-33)” to a site-specific “Holding - Residential Zone 2 (H) R2-7” to permit the future construction of a 332-unit residential development consisting of two 4-6 storey apartment buildings, each containing 166 units, in keeping with Report DS-2024-33, **be adopted.**

And further that the giving of Notice of Intent to pass a by-law removing the Holding (H) zoning symbol that applies to the subject lands, in accordance with the provisions of the *Planning Act*, **be authorized**, subject to the approval and final execution of a site plan control agreement for the proposed development.

Carried

- b. DS-2024-34 Town of Tecumseh CWATS Projects for 2025

Motion: RCM - 251/24

Moved by Deputy Mayor Joe Bachetti

That report DS-2024-34 entitled “County Wide Active Transportation System (CWATS) and Municipal Partnership Program (MPP), Town of Tecumseh 2025 Proposed Projects” **be received;**

And that with respect to Proposed 2025 CWATS Project – Segment TEC-24 – Bike Lanes on County Road 42 (from County Road 42/County Road 43 roundabout to County Road 42/County Road 19 roundabout – within Settlement Area), that:

- i. The total estimated cost of the bike lanes construction, including detail design, is \$1,850,000, with the Town's share being \$1,110,000 (60%) and the County's share being \$740,000 (40%), as determined by the CWATS cost-sharing policy, **be endorsed**;
- ii. An application "Form B – CWATS Facility Enhancement" **be submitted** to the CWATS Implementation Committee for its consideration; and

Funding for this project from the Infrastructure Reserve **be approved** for the purpose of the CWATS application and **referred** to the 2025 Budget process;

And further that with respect to Proposed CWATS Project COE-8A – Multi-Use Trail on West Side County Road 19 (from County Road 22 to Jamsyl Drive – within Settlement Area), that:

- i. The total estimated cost of the multi-use trail construction, including detail design, is \$139,725, with the Town's share being \$83,835 (60%) and the County's share being \$55,890 (40%), as determined by the CWATS cost-sharing policy, **be endorsed**;
- ii. An application "Form B – CWATS Facility Enhancement" **be submitted** to the CWATS Implementation Committee for its consideration; and

Funding for this project from the Infrastructure Reserve **be approved** for the purpose of the CWATS application and **referred** to the 2025 Budget process;

And further that the Proposed 2025 CWATS MPP Projects, being:

- i. A One-Week Bike Camp;
- ii. Two "Senior Bike and Bites Program" Events;
- iii. Four Bike Valets for the Town's Canada Day, Tecumseh Twilight, Corn+Music Festival and End of Summer Festival celebration events; and
- iv. Four bike racks for the St. Clair Beach Community Centre, Chippewa Park, Southfield Park and Lakewood Park South

With the total estimated cost of \$12,695 (excluding H.S.T.) allocated in accordance with the MPP cost-sharing arrangement, with Tecumseh's share being \$6,347.50 (50%) and the County's share being \$6,347.50 (50%), **be endorsed**;

And further that an application “Form D – Municipal Partnership Program” **be submitted** to the CWATS Implementation Committee for its consideration;

And further that funding for this project from the Infrastructure Reserve **be approved** for the purpose of the CWATS application and **referred** to the 2025 Budget process.

Carried

2. Legislative & Clerk Services

a. LCS-2024-16 Revisions to the Land Maintenance By-Law

Motion: RCM - 252/24

Moved by Councillor Brian Houston
Seconded by Councillor Alicia Higgison

That Report LCS-2024-16 entitled “Revisions to the Land Maintenance By-Law” **be received**;

And that the revisions to the by-law in Attachment 1 of report LCS-2024-16 **be approved**;

And further that By-Law 2024-084 **be recommended** for consideration for first, second, third and final readings;

And further that By-Law 2004-28 prescribing the requirements for maintenance of land within the municipality **be repealed**.

Carried

b. LCS-2024-17 Revisions to the Property Standards By-Law

Motion: RCM - 253/24

Moved by Councillor Brian Houston
Seconded by Councillor James Dorner

That Report LCS-2024-15 Review to the Property Standards By-Law **be received**;

And that the draft Property Standards By-Law 2024-083 in Attachment 1 of Report LCS-2024-15 **be considered** for first, second, third and final readings;

And further that By-Laws 2002-37 and 2002-104 **be repealed**;

And further that Terms of Reference for the Property Standards Committee **be approved.**

Carried

3. Public Works & Engineering Services

- a. PWES-2024-51 Arbour Street to Southfield Drive Watermain Extension - Tender Award

Supplementary Item

Motion: RCM - 254/24

Moved by Councillor Alicia Higgison

Seconded by Councillor Tania Jobin

That the tender for the Arbour Street to Southfield Drive Watermain Extension in the amount of \$220,000 (excluding HST) be awarded to D'Amore Construction (2000) Ltd.;

And that By-Law 2024-088 be given first, second, third and final reading, **to authorize** the Mayor and Clerk to execute an agreement, satisfactory in form to the Town's Solicitor, with D'Amore Construction (2000) Ltd.;

And further that project funding allocations, reflecting a total budget requirement of \$366,000 with a \$106,400 increase to the original allocation, be accommodated as follows:

- Watermain Reserve Fund – increase from \$260,000 to \$366,400.

Carried

P. By-Laws

1. By-Law 2024-083 Property Standards

Being a by-law for prescribing standards for the Maintenance and Occupancy of all property within the Town of Tecumseh.

2. By-Law 2024-084 Land Maintenance By-Law

Being a By-Law prescribing the requirements for the maintenance of land within the municipality

3. By-Law 2024-085 Town of Tecumseh Indemnification By-Law (Third and Final Reading)

Being a by-law to provide indemnification for current and former members of Council, Local Boards, and Employees with respect to certain activities or proceedings arising from their duties

4. By-Law 2024-087 Zoning By-Law Amendment - Petretta Apartment

Being a by-law to amend By-Law 85-18, the Town's Comprehensive Zoning By-law for those lands in the former Township of Sandwich South.

(Planning File: D19 PETMRSPA – Petretta Residential Proposal, Northerly Portion of Manning Road Secondary Plan Area)

5. By-Law 2024-088 Tender Award - D'Amore Construction

Being a by-law to authorize the execution of an Agreement between the Corporation of the Town of Tecumseh and D'Amore Construction Ltd for the Construction Services for the Arbour to Southfield Watermain Extension

Motion: RCM - 255/24

Moved by Councillor Alicia Higgison
Seconded by Councillor Brian Houston

That By-Law 2024-083 being a by-law for prescribing standards for the Maintenance and Occupancy of all property within the Town of Tecumseh;

That By-law 2024-084 being a by-law prescribing the requirements for the maintenance of land within the municipality;

That By-Law 2024-087 being a by-law to amend By-law 85-18, the Town's Comprehensive Zoning By-law for those lands in the former Township of Sandwich South - Petretta Residential Proposal, Northerly Portion of Manning Road Secondary Plan Area;

That By-Law 2024-088 being a by-law to authorize the execution of an Agreement between the Corporation of the Town of Tecumseh and D'Amore Construction Ltd for the Construction Services for the Arbour to Southfield Watermain Extension.

Be given first and second reading.

Carried

Motion: RCM - 256/24

Moved by Councillor Brian Houston
Seconded by Councillor Tania Jobin

That By-Law 2024-083 being a by-law for prescribing standards for the Maintenance and Occupancy of all property within the Town of Tecumseh;

That By-law 2024-084 being a by-law prescribing the requirements for the maintenance of land within the municipality;

That By-Law 2024-085 being a by-law to provide indemnification for current and former members of Council, Local Boards, and Employees with respect to certain activities or proceedings arising from their duties;

That By-Law 2024-087 being a by-law to amend By-law 85-18, the Town's Comprehensive Zoning By-law for those lands in the former Township of Sandwich South - Petretta Residential Proposal, Northerly Portion of Manning Road Secondary Plan Area;

That By-Law 2024-088 being a by-law to authorize the execution of an Agreement between the Corporation of the Town of Tecumseh and D'Amore Construction Ltd for the Construction Services for the Arbour to Southfield Watermain Extension.

Be given third and final reading.

Carried

Q. Unfinished Business

1. October 22, 2024

The Members receive the Unfinished Business listing for Tuesday, October 22, 2024.

R. New Business

There are no New Business items presented to Council.

S. Motions

1. Confirmatory By-Law 2024-089

Motion: RCM - 257/24

Moved by Councillor Tania Jobin
Seconded by Councillor Alicia Higgison

That By-Law 2024-089 being a by-law to confirm the proceedings of the Tuesday, October 22, 2024, regular meeting of the Council of The Corporation of the Town of Tecumseh **be given** first, second, third and final reading.

Carried

T. Notices of Motion

1. Funding Allocation for Historical Societies

This notice of motion was brought forward by Deputy Mayor Joe Bachetti.

As permitted by the Procedural By-law, Council moved this motion for consideration and approval.

Motion: RCM - 258/24

Moved by Deputy Mayor Joe Bachetti
Seconded by Councillor Tania Jobin

Whereas in the past, the Town of Tecumseh supported various cultural and historical initiatives by allocating funding to the former Cultural & Arts and Heritage Committees (Committees);

And whereas the Town currently has two historical societies: Tecumseh Historical Society and the Sandwich South and Area Historical Society, which are groups that are dedicated to the preservation of the rich heritage of the community and are volunteer organizations that are funded through fundraising and private donations.

Now Therefore Be It Hereby Resolved:

That the Town consider allocating funding of \$5000 to be divided amongst the Tecumseh Historical Society and the Sandwich South and Area Historical Society to assist with their operating costs;

And that this consideration to allocate funding to the Tecumseh Historical Society and the Sandwich South and Area Historical Society **be referred** to the 2025 budget deliberations.

Carried

U. Next Meeting

Tuesday, November 12, 2024

4:30 pm In-Camera Meeting

7:00 pm Regular Council Meeting

V. Adjournment

Motion: RCM - 259/24

Moved by Councillor Alicia Higgison
Seconded by Councillor James Dorner

That there being no further business, the Tuesday, October 22, 2024 meeting of the Regular Council **be adjourned** at 8:34 pm.

Carried

Gary McNamara, Mayor

Robert Auger, Clerk

**CORPORATION OF THE
TOWNSHIP OF NORTH GLENGARRY**

Council Meeting

Resolution # 3

Date: October 28, 2024

MOVED BY: Jamie MacDonald

SECONDED BY: Carma Williams

WHEREAS elections rules need to be clear, supporting candidates and voters in their electoral participation and election administrators in running elections;

AND WHEREAS legislation needs to strike the right balance between providing clear rules and frameworks to ensure the integrity of the electoral process;

AND WHEREAS the legislation must also reduce administrative and operational burden for municipal staff ensuring that local election administrators can run elections in a way that responds to the unique circumstances of their local communities;

AND WHEREAS the Municipal Elections Act, 1996 (MEA) will be 30 years old by the next municipal and school board elections in 2026;

AND WHEREAS the MEA sets out the rules for local elections, the Assessment Act, 1990 and the Education Act, 1990 also contain provisions impacting local elections adding more places for voters, candidates, and administrators to look for the rules that bind the local democratic process in Ontario;

AND WHEREAS with rules across three pieces of legislation, and the MEA containing a patchwork of clauses, there are interpretation challenges, inconsistencies, and gaps to fill;

AND WHEREAS the Act can pose difficulties for voters, candidates, contributors and third-party advertisers to read, to interpret, to comply with and for election administrators to enforce;

AND WHEREAS while local elections are run as efficiently and effectively as can be within the current legislative framework, modernization and continuous improvement is needed to ensure the Act is responsive to today's needs and tomorrow's challenges;

AND WHEREAS to keep public trust and improve safeguards the Act should be reviewed considering the ever-changing landscape which impacts elections administration including privacy, the threats of foreign interference, increased spread of mis/disinformation and the increased use of technologies like artificial intelligence and use of digital identities;

AND WHEREAS the Association of Municipal Managers, Clerks, and Treasurers of Ontario (AMCTO) reviewed the Act and has provided several recommendations including modernizing the legislation, harmonizing rules, and streamlining and simplifying administration;

AND WHEREAS AMCTO put forward recommendations for amendments ahead of the 2026 elections and longer-term recommendations for amendments ahead of the 2030 elections;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Township of North Glengarry calls for the Province to update the MEA with priority amendments as outlined by AMCTO before Summer 2025 and commence work to review and re-write the MEA with longer-term recommendations ahead of the 2030 elections.

AND FURTHER THAT that this resolution will be forwarded to all municipalities in Ontario for support and that each endorsement be then forwarded to the Minister of Municipal Affairs and Housing; the Minister of Education; the Minister of Public and Business Service Delivery; Minister of Finance; the Premier of Ontario; the Local Member of Provincial Parliament; AMCTO; the Association of Municipalities of Ontario (AMO); and all Ontario Municipalities.”

CARRIED

DEFEATED

DEFERRED



MAYOR / DEPUTY MAYOR

- Deputy Mayor:** Carma Williams
- Councillor:** Jacques Massie
- Councillor:** Brian Caddell
- Councillor:** Jeff Manley
- Councillor:** Michael Madden
- Councillor:** Gary Martin
- Mayor:** Jamie MacDonald

	YEA	NEA
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____



Tuesday, October 22, 2024

Sent via email
justin.trudeau@parl.gc.ca

Hon. Justin Trudeau
Prime Minister of Canada
Office of the Prime Minister
80 Wellington Street
Ottawa, ON K1A 0A2

Re: Support for Ontario Big City Mayors Caucus, Solve the Crisis Campaign

At its regular meeting held on October 4, 2024 the Western Ontario Wardens' Caucus passed the following motion:

Moved by B. Milne, seconded by A. Lennox:

“THAT the presentation from Mayor Marianne Meed Ward, Chair, and Michelle Baker, Executive Director, Ontario’s Big City Mayors, be received and

THAT the Western Ontario Wardens’ Caucus supports the SolvethetheCrisis.ca Campaign and requests that the Provincial and Federal Governments take Action to Address the Growing Mental Health, Addictions and Homelessness Crisis in Ontario

WHEREAS there is a humanitarian crisis unfolding on the streets in our cities, large and small, urban and rural, across Ontario. The time for words is over, we need immediate action at all levels of government, starting with the Province of Ontario

WHEREAS the homelessness, mental health and addictions crisis continues to grow with 3432 drug related deaths in Ontario in 2023 and over 1400 homeless encampments across Ontario communities in 2023; and

WHEREAS the province has provided additional funding and supports, such as the recent investment of \$378 million for HART Hubs and approximately 375 beds with wraparound supports, it does not adequately address the growing crisis and the financial and social impact on municipalities and regions across the province; and

WHEREAS municipalities and regions are stepping up and working with community partners to put in place community-specific solutions to address this crisis, but municipalities and regions lack the expertise, capacity, or resources to address these increasingly complex health care and housing issues alone; and

WHEREAS this is primarily a health issue that falls under provincial jurisdiction and municipalities and regions should not be using the property tax base to fund these programs; and

WHEREAS there is no provincial lead focused on this crisis leading to unanswered questions that span over a dozen ministries, and a lack of support to manage the increasing needs of those who are unhoused.

THEREFORE BE IT RESOLVED THAT the Western Ontario Wardens' Caucus supports the SolveTheCrisis.ca Campaign;

AND calls on provincial and federal governments to commit to immediate action to solve the Humanitarian Crisis that Ontario is facing as the numbers of unhoused individuals and those suffering with mental health & addictions grows exponentially;

AND that the province officially makes Homelessness a Health Priority;

AND appoints a responsible Minister and Ministry with the appropriate funding and powers as a single point of contact to address the full spectrum of housing needs as well as mental health, addictions and wrap around supports;

AND that the provincial government strike a task force with broad sector representatives including municipalities, regions, healthcare, first responders, community services, the business community and the tourism industry to develop a Made in Ontario Action Plan;

AND that this provincial task force reviews current programs developed by municipalities, regions and community partners that have proven successful in our communities, to ensure that solutions can be implemented quickly and effectively to tackle this crisis.

AND that the federal government is included in these conversations.

AND that both levels of government provide adequate, sufficient and sustainable funding to ensure that municipalities have the tools and resources to support individuals suffering with mental health and addictions, including unhoused people and those from vulnerable populations that may be disproportionately impacted;

AND THAT the Western Ontario Wardens' Caucus calls on the municipalities in Western Ontario to join us in appealing to the provincial and federal governments for support by visiting SolveTheCrisis.ca and showing your support;

AND further that a copy of this motion be sent to:

- The Right Honourable Justin Trudeau, Prime Minister of Canada
- The Honourable Sean Fraser, Minister of Housing, Infrastructure and Communities of Canada
- The Honourable Doug Ford, Premier of Ontario
- The Honourable Sylvia Jones, Deputy Premier and Minister of Health
- The Honourable Paul Calandra, Minister of Municipal Affairs and Housing
- The Honourable Michael Parsa, Minister of Children, Community and Social Services
- The Honourable Michael Tibollo, Associate Minister of Mental Health and Addictions
- Local MPs
- Local MPPs
- Ontario's Big City Mayors
- 117 Western Ontario Municipalities"

– CARRIED

Please contact the office if you require any further information.

Yours sincerely,

Glen McNeil

Glen McNeil
Chair, Western Ontario Wardens' Caucus

cc:



The Corporation of the Municipality of Wawa

REGULAR COUNCIL MEETING

RESOLUTION

Tuesday, November 5, 2024

Resolution # RC24256	Meeting Order: 7
Moved by: <i>Cathy Cannon</i>	Seconded by: <i>Joseph Opato</i>

RESOLVED THAT Council for the Corporation of the Municipality of Wawa does hereby support the Resolution dated June 24, 2024 passed by the City of St. Catherine's, and Resolution dated October 16, 2024 from the Municipality of St-Charles regarding the Green Roads Pilot Project;

AND BE IT FURTHER RESOLVED THAT a copy of this Resolution be sent to the Association of Municipalities of Ontario (AMO); and all Ontario Municipalities.

RESOLUTION RESULT		RECORDED VOTE	
<input checked="" type="checkbox"/>	CARRIED	MAYOR AND COUNCIL	
<input type="checkbox"/>	DEFEATED	YES	NO
<input type="checkbox"/>	TABLED	Mitch Hatfield	
<input type="checkbox"/>	RECORDED VOTE (SEE RIGHT)	Cathy Cannon	
<input type="checkbox"/>	PECUNIARY INTEREST DECLARED	Melanie Pilon	
<input type="checkbox"/>	WITHDRAWN	Jim Hoffmann	
		Joseph Opato	

Disclosure of Pecuniary Interest and the general nature thereof.

Disclosed the pecuniary interest and general name thereof and abstained from the discussion, vote and influence.

Clerk: _____

DEPUTY MAYOR - JIM HOFFMANN	CLERK - MAURY O'NEILL
<i>Jim Hoffmann</i>	<i>Maury O'Neill</i>

The Corporation of the Municipality of St. Charles
RESOLUTION PAGE



Regular Meeting of Council

Agenda Number: 8.4.

Resolution Number 2024-365

Title: Resolution Stemming from July 17, 2024 Regular Meeting of Council - Item 7.1 - Correspondence #7

Date: October 16, 2024

Moved by: Councillor Laframboise

Seconded by: Councillor Pothier

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby supports the Resolution dated June 24, 2024 passed by the City of St. Catharines, regarding the Green Roads Pilot Project;

AND BE IT FURTHER RESOLVED THAT a copy of this Resolution be sent to the Association of Municipalities of Ontario (AMO); and all Ontario Municipalities.

CARRIED


MAYOR

June 27, 2024

Association of Municipalities of Ontario
155 University Ave | Suite 800
Toronto, ON M5H 3B7

Sent via email: resolutions@amo.on.ca

**Re: Green Roads Pilot Project
Our File 35.72.3**

To Whom it May Concern,

At its meeting held on June 24, 2024, St. Catharines City Council approved the following motion:

WHEREAS St. Catharines has declared a climate emergency, recognizing the urgent need to address and mitigate the impacts of climate change on our community and environment; and

WHEREAS alternatives to traditional road surfacing materials exist, including green roads technologies that are more sustainable and environmentally friendly; and

WHEREAS bioresin is a natural alternative that can be used to support road surfacing, providing a more sustainable option that reduces our reliance on petrochemical-based products; and

WHEREAS many secondary roads in St. Catharines require resurfacing, presenting an opportunity to explore and implement innovative and sustainable road surfacing solutions; and

WHEREAS Good Roads, the Association of Municipalities of Ontario (AMO), and the Federation of Canadian Municipalities (FCM) have presented alternatives for municipal road restoration that include sustainable and environmentally friendly materials and methods; and

WHEREAS other municipalities, such as Centre Wellington, have entered into a similar pilot project using bioresin and other sustainable materials, demonstrating a commitment to innovation and environmental stewardship; and

WHEREAS implementing pilot projects using bioresin on city roads can provide valuable data and insights into the feasibility, performance, and environmental benefits of this alternative material; and

WHEREAS the Federation of Canadian Municipalities (FCM) has established the Green Municipal Fund which includes new funding for pilot projects to test innovative and ambitious technologies to improve environmental outcomes;

THEREFORE BE IT RESOLVED that St. Catharines City Council directs staff to investigate the feasibility and potential benefits of using bioresin on City road works; and

BE IT FURTHER RESOLVED that staff investigate other alternative construction materials and methods for road works that minimizes the City's carbon footprint and are more environmentally sustainable; and

BE IT FURTHER RESOLVED that staff prepare a report on the findings, no later than Q3 2024, including potential costs, benefits, and environmental impacts of using bioresin or other sustainable construction materials or methods for road works, and if feasible, a list of City streets where a pilot project may be considered in accordance with the City's procurement policy; and

BE IT FURTHER RESOLVED that this resolution be sent to all Ontario municipalities, the Association of Municipalities of Ontario (AMO), and the FCM to encourage the exploration and adoption of sustainable road surfacing alternatives.

If you have any questions, please contact the Office of the City Clerk at extension 1524.



Donna Delvecchio, Acting City Clerk
Legal and Clerks Services, Office of the City Clerk
:sm

cc: all Ontario Municipalities

**CORPORATION OF THE
TOWNSHIP OF NORTH GLENGARRY**

Council Meeting

Resolution # 3

Date: October 28, 2024

MOVED BY: Jamie MacDonald

SECONDED BY: Carma Williams

WHEREAS elections rules need to be clear, supporting candidates and voters in their electoral participation and election administrators in running elections;

AND WHEREAS legislation needs to strike the right balance between providing clear rules and frameworks to ensure the integrity of the electoral process;

AND WHEREAS the legislation must also reduce administrative and operational burden for municipal staff ensuring that local election administrators can run elections in a way that responds to the unique circumstances of their local communities;

AND WHEREAS the Municipal Elections Act, 1996 (MEA) will be 30 years old by the next municipal and school board elections in 2026;

AND WHEREAS the MEA sets out the rules for local elections, the Assessment Act, 1990 and the Education Act, 1990 also contain provisions impacting local elections adding more places for voters, candidates, and administrators to look for the rules that bind the local democratic process in Ontario;

AND WHEREAS with rules across three pieces of legislation, and the MEA containing a patchwork of clauses, there are interpretation challenges, inconsistencies, and gaps to fill;

AND WHEREAS the Act can pose difficulties for voters, candidates, contributors and third-party advertisers to read, to interpret, to comply with and for election administrators to enforce;

AND WHEREAS while local elections are run as efficiently and effectively as can be within the current legislative framework, modernization and continuous improvement is needed to ensure the Act is responsive to today's needs and tomorrow's challenges;

AND WHEREAS to keep public trust and improve safeguards the Act should be reviewed considering the ever-changing landscape which impacts elections administration including privacy, the threats of foreign interference, increased spread of mis/disinformation and the increased use of technologies like artificial intelligence and use of digital identities;

AND WHEREAS the Association of Municipal Managers, Clerks, and Treasurers of Ontario (AMCTO) reviewed the Act and has provided several recommendations including modernizing the legislation, harmonizing rules, and streamlining and simplifying administration;

AND WHEREAS AMCTO put forward recommendations for amendments ahead of the 2026 elections and longer-term recommendations for amendments ahead of the 2030 elections;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Township of North Glengarry calls for the Province to update the MEA with priority amendments as outlined by AMCTO before Summer 2025 and commence work to review and re-write the MEA with longer-term recommendations ahead of the 2030 elections.

AND FURTHER THAT that this resolution will be forwarded to all municipalities in Ontario for support and that each endorsement be then forwarded to the Minister of Municipal Affairs and Housing; the Minister of Education; the Minister of Public and Business Service Delivery; Minister of Finance; the Premier of Ontario; the Local Member of Provincial Parliament; AMCTO; the Association of Municipalities of Ontario (AMO); and all Ontario Municipalities.”

CARRIED

DEFEATED

DEFERRED



MAYOR / DEPUTY MAYOR

- Deputy Mayor:** Carma Williams
- Councillor:** Jacques Massie
- Councillor:** Brian Caddell
- Councillor:** Jeff Manley
- Councillor:** Michael Madden
- Councillor:** Gary Martin
- Mayor:** Jamie MacDonald

	YEA	NEA
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____



The Corporation of the Town of Tecumseh

Development Services

To: Mayor and Members of Council

From: Brian Hillman, Director Development Services

Date to Council: November 12, 2024

Report Number: DS-2024-36

Subject: Zoning By-law Amendment
1539 Shawnee Road
Scheduling of a Public Meeting
OUR FILE: D19 1539SHA

Recommendations

It is recommended:

That the scheduling of a public meeting, to be held on Tuesday, December 10, 2024 at 5:00 p.m., in accordance with the *Planning Act*, for a zoning by-law amendment application pertaining to an 802 square metre (8,637 square foot) parcel of land situated on the west side of Shawnee Road, approximately 64 metres (209 feet) south of its intersection with Brouillette Court (1539 Shawnee Road), seeking to amend Zoning By-law 1746 by rezoning the subject land from “Residential Type Two Zone (R2)” to a site-specific “Residential Type Two Zone (R2-27)” to permit a one-storey, semi-detached dwelling and establish site-specific lot provisions, **be authorized**.

Executive Summary

A zoning by-law amendment application has been filed in order to change the zoning pertaining to an 802 square metre (8,637 square foot) lot situated on the west side of Shawnee Road, approximately 64 metres (209 feet) south of its intersection with Brouillette Court (1539 Shawnee Road) in order to facilitate the construction of a one-storey, semi-detached dwelling. The purpose of this report is to request the scheduling

of a public meeting related to the proposed zoning by-law amendment in accordance with the requirements of the *Planning Act*.

Background

Subject Property and Proposed Zoning By-law Amendment

The Owner of an 802 square metre (8,637 square foot) lot with a frontage of 14.2 metres (46.5 feet), located on the west side of Shawnee Road approximately 45 metres (147 feet) south of its intersection with Brouillette Court (1539 Shawnee Road) (“subject property”) (see Attachment 1), has submitted a Zoning By-law amendment application seeking to amend Zoning By-law 1746. The subject property is currently vacant.

The amendment would have the effect of rezoning the subject property from “Residential Type Two Zone (R2)” to a site-specific “Residential Type Two Zone (R2-27)” to facilitate the construction of a one-storey, 378 square metre (1,241 square foot), semi-detached dwelling and establish the following site-specific lot provisions:

- a maximum lot coverage of 35 percent;
- a minimum lot area of 380 square metres (4,100 square feet) per dwelling unit;
- a minimum lot frontage of 6.4 metres (21 feet) per dwelling unit;
- a zero interior side yard where there is a common wall;
- a maximum of one driveway per dwelling unit having a maximum width of 5.15 metres (17 feet) and no minimum distance requirement from the dividing lot line.

These site-specific lot provisions will accommodate the potential future division of the subject property along the common wall dividing the semi-detached dwelling, such that each dwelling unit would be on its own lot and could be sold separately (i.e. freehold ownership). The proposed development will comply with all other R2 zone provisions that currently apply to the subject property.

Along with the application, the Owner has provided a preliminary site plan (see Attachment 2) and elevation drawings (see Attachment 3) depicting the proposed semi-detached dwelling.

Surrounding Land Uses

The subject property is located on the west side of Shawnee Road - a cul-de-sac municipal road that terminates at County Road 22 approximately 40 metres (131 feet) to the south. It is situated within a predominately low-density residential neighbourhood consisting of a range of single-detached, semi-detached and townhouse dwelling units. In addition, the Brouillette Nursing Home abuts to the west (see Attachment 4).

Comments

Provincial Planning Statement

The Provincial Planning Statement (“PPS”), which came into effect on October 20, 2024, is a policy document issued under the authority of Section 3 of the *Planning Act*. The PPS requires that Council decisions affecting planning matters “**shall be consistent**” with the policies of the PPS.

The following PPS policies support the application for the proposed residential development:

“Chapter 1 – Vision

...

Ontario will increase the supply and mix of housing options, addressing the full range of housing affordability needs. Every community will build homes that respond to changing market needs and local demand. Providing a sufficient supply with the necessary mix of housing options will support a diverse and growing population and workforce, now and for many years to come.

2.1 Planning for People and Homes

...

6. Planning authorities should support the achievement of complete communities by:

- a) accommodating an appropriate range and mix of land uses, housing options, transportation options with multimodal access, employment, public service facilities and other institutional uses (including schools and associated child care facilities, longterm care facilities, places of worship and cemeteries), recreation, parks and open space, and other uses to meet long-term needs;

2.2 Housing

1. Planning authorities shall provide for an appropriate range and mix of housing options and densities to meet the projected needs of current and future residents of the regional market area by:

...

- b) permitting and facilitating:

1. all housing options required to meet the social, health, economic and well-being requirements of current and future residents, including additional needs housing and needs arising from demographic changes and employment opportunities; and
 2. all types of residential intensification, including the development and redevelopment of underutilized commercial and institutional sites (e.g., shopping malls and plazas) for residential use, development and introduction of new housing options within previously developed areas, and redevelopment, which results in a net increase in residential units in accordance with policy 2.3.1.3;
- c) promoting densities for new housing which efficiently use land, resources, infrastructure and public service facilities, and support the use of active transportation; and
 - d) requiring transit-supportive development and prioritizing intensification.

2.3 Settlement Areas and Settlement Area Boundary Expansions

2.3.1 General Policies for Settlement Areas

1. Settlement areas shall be the focus of growth and development...
2. Land use patterns within settlement areas should be based on densities and a mix of land uses which:
 - a) efficiently use land and resources;
 - b) optimize existing and planned infrastructure and public service facilities;
 - c) support active transportation;
 - d) are transit-supportive, as appropriate; ...

3. Planning authorities shall support general intensification and redevelopment to support the achievement of complete communities, including by planning for a range and mix of housing options and prioritizing planning and investment in the necessary infrastructure and public service facilities.

8. Definitions

Intensification: means the development of a property, site, or area at a higher density than currently exists through:

...

- b) the development of vacant and/or underutilized lots within previously developed areas;
- c) infill development”

In summary, the PPS clearly establishes that the Town should be supporting and promoting residential infill development that results in compact built form and makes more efficient use of existing services while offering a broad range of housing forms/types to meet expected needs.

The subject proposal achieves all of the foregoing policy objectives and is also considered to be intensification in accordance with the definition contained in the PPS. In addition, the subject property is serviced by the Tecumseh Transit System and is within walking distance of multiple bus stops. Based on the foregoing, it is the opinion of the writer that the application for the proposed residential development is consistent with the PPS.

County of Essex Official Plan

The subject property is within an identified Primary Settlement Area of the County Official Plan (“County OP”). The following goals and policies of the County OP are most relevant in the assessment of the subject proposal:

“3.2 SETTLEMENT AREAS

3.2.2 Goals

The following goals are established for those lands designated as settlement areas on Schedule “A1”:

- a) Support and promote public and private re-investment in the Primary Settlement Areas

...

- c) To promote development within Primary Settlement Areas that is compact, mixed-use, pedestrian oriented, with a broad range of housing types, services and amenities available for residents from all cultural, social and economic backgrounds.

...

- i) Promote residential intensification within Primary Settlement Areas,...

3.2.4 Primary Settlement Areas

Primary Settlement Areas are the largest and traditional centres of settlement and commerce in the County. Protection of these communities by focusing growth and investment is a priority of the County.

3.2.6 General Settlement Area Policies

The following policies apply to all "Settlement Areas" identified on Schedule "A1" of this Plan:

...

- b) The County supports residential intensification within Primary Settlement Areas.

...

- e) Local Official Plans are encouraged to provide for an appropriate range of housing types and densities to meet projected requirements of current and future residents of the regional market area as outlined below:

- i) Maintaining at all times the ability to accommodate residential growth for a minimum of 10 years through residential intensification, redevelopment and if necessary, lands which are designated and available as defined by Provincial Policy.
- ii) Maintaining at all times, where new development is to occur, at least a 3-year supply of residential units available through lands suitably zoned to facilitate residential intensification

and redevelopment, and land in draft approved and registered plans.

- iii) Permitting and facilitating all forms of housing, including special needs housing, required to meet the social, health and well-being requirements of current and future residents.

3.2.7 Intensification and Redevelopment

The County encourages well-planned intensification development projects in the Settlement Areas to encourage more efficient use of land and municipal infrastructure, renew urban areas and to facilitate economic and social benefits for the community.

The County also specifically encourages residential intensification and redevelopment within Primary Settlement Areas in order to increase their vitality, offer a range of housing choices, efficiently use land and optimize the use of infrastructure and public service facilities.”

In accordance with the aforementioned goals and policies, it is the opinion of the writer that the proposed application conforms to the County OP.

Tecumseh Official Plan

The subject property is designated “Residential” on Schedule “B-1” of the Tecumseh Official Plan (“Tecumseh OP”) (see Attachment 5). The proposed semi-detached dwelling proposal is subject to the “Low Density Residential” policies contained therein.

The following goals and policies are relevant to the subject proposal:

“4.2.1 Goals

The following goals are established for the Residential area:

...

- ii) to encourage the development of a greater variety of housing types in the Town to meet the future housing needs of all households, and to meet the provincial housing objectives as set out in the Provincial Policy Statement and County of Essex Official Plan;
- iii) to ensure that new residential development occurs in a manner in keeping with the capacity of the services available and the financial capability of the municipality;

- iv) to encourage the infilling and rounding out of the existing development pattern in urban areas of the Town where a full range of municipal infrastructure (including a piped sanitary sewer system), community facilities, and goods and services can be provided in a cost-effective and environmentally sound manner;
- v) to ensure that existing and new residential areas are walkable and, to the greatest extent possible, are supported by all modes of transportation;
- vi) to promote and encourage residential intensification activities in areas of the Town where a full range of municipal infrastructure, community facilities, and goods and services are readily available. Residential intensification includes infilling, ARUs, conversions and redevelopment;

4.2.2 Policies

The following policies shall apply to those lands designated Residential on the Land Use Schedules of this Plan:

- i) the use of lands designated Residential shall be for all forms of housing, including special needs housing, in accordance with subsections 4.2.2.1, 4.2.2.2 and 4.2.2.3;
- ...
- v) the intensification of residential lands shall be encouraged and standards of development that will assist in achieving this objective shall be a priority for the Town. A minimum of 15 percent of all new housing within the Town should be provided through residential infill and/or intensification, as identified as a target in the County of Essex Official Plan. Residential intensification shall be defined as a net increase in residential units or accommodation within a given property, site or area and includes:
 - ...
 - b. the development of vacant or underutilized lots within previously developed areas;
 - c. infill development

- vi) within existing stable residential areas, applications for infill or redevelopment must be located and organized to fit with neighbouring properties and must satisfactorily address the criteria contained in Section 3.18 of this Plan. In fully serviced areas, intensification through moderate increases in building height or density, and gradual transition to more intense forms of housing may be approved in neighbourhoods that are adjacent or in close proximity to such items as transit routes, commercial areas, community facilities and/or significant areas of open space.”

Based on a review of the preliminary site plan and surrounding neighbourhood, the proposed semi-detached dwelling will meet the compatibility criteria contained in subsection 3.18 of the Tecumseh OP.

In light of the foregoing, the proposed development generally conforms to the Tecumseh OP subject to the review, evaluation and public/stakeholder consultation process being undertaken as part of the required Zoning By-law Amendment process.

Zoning By-law 1746

As noted earlier in this Report, the subject land is currently zoned “Residential Type Two Zone (R2)” (see Attachment 6), which permits single-unit dwellings. The proposed site-specific “R2-27” zone would permit the construction of the proposed semi-detached dwelling and establish maximum lot coverage, minimum lot frontage and lot area and site-specific driveway provisions to facilitate any future potential severance of the property to place each unit within the semi-detached dwelling on its own conveyable lot for freehold ownership.

Municipal Servicing

Public Works & Engineering Services (PWES) has advised that the subject property is serviced by municipal water, wastewater and storm services. Separate municipal servicing for each dwelling unit will be required if the division of the subject property along the common wall dividing the semi-detached dwelling occurs by way of a future severance application.

Conclusion

Having regard to the range, scale, location and nature of surrounding uses, the location of the proposed dwelling along with the current policy environment encouraging standards that support residential intensification and more compact and efficient

development, there is merit in considering the requested application to permit the proposed residential intensification on the subject land.

Accordingly, it is recommended that a public meeting be scheduled in accordance with the provisions of the *Planning Act* as a means to seek public input. A public meeting to consider the proposed amendments will provide an opportunity to hear concerns and comments, if any, of neighbouring owners and other interested stakeholders/agencies. It is important that the concerns and comments of these stakeholders be considered during the full evaluation of the applications.

If issues arise at the Public Meeting that are not immediately resolved, a summary of the issues, along with a final recommendation on the application will follow by way of a future Planning Report. If, however, all issues are resolved, a Zoning By-law amendment by-law will be brought forward for Council's consideration at a subsequent Council Meeting.

Consultations

Public Works & Engineering Services

Financial Implications

None.

Link to Strategic Priorities

Applicable	2023-2026 Strategic Priorities
<input checked="" type="checkbox"/>	Sustainable Growth: Achieve prosperity and a livable community through sustainable growth.
<input checked="" type="checkbox"/>	Community Health and Inclusion: Integrate community health and inclusion into our places and spaces and everything we do.
<input type="checkbox"/>	Service Experience: Enhance the experience of Team Tecumseh and our citizens through responsive and respectful service.

Communications

Not applicable

Website Social Media News Release Local Newspaper

This report has been reviewed by Senior Administration as indicated below and recommended for submission by the Chief Administrative Officer.

Prepared by:

Enrico DeCecco, BA (Hons), MCIP, RPP
Senior Planner

Reviewed by:

Chad Jeffery, MA, MCIP, RPP
Manager Planning Services & Local Economic Development

Reviewed by:

Phil Bartnik, P.Eng.
Director Public Works & Engineering Services

Reviewed by:

Brian Hillman, MA, MCIP, RPP
Director Development Services

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1.	Property Location Map
2.	Preliminary Site Plan

Attachment Number	Attachment Name
3.	Preliminary Architectural Rendering
4.	Property Location and Surrounding Land Uses Map
5.	Official Plan Map
6.	Zoning Map



Prepared By:
Development Services

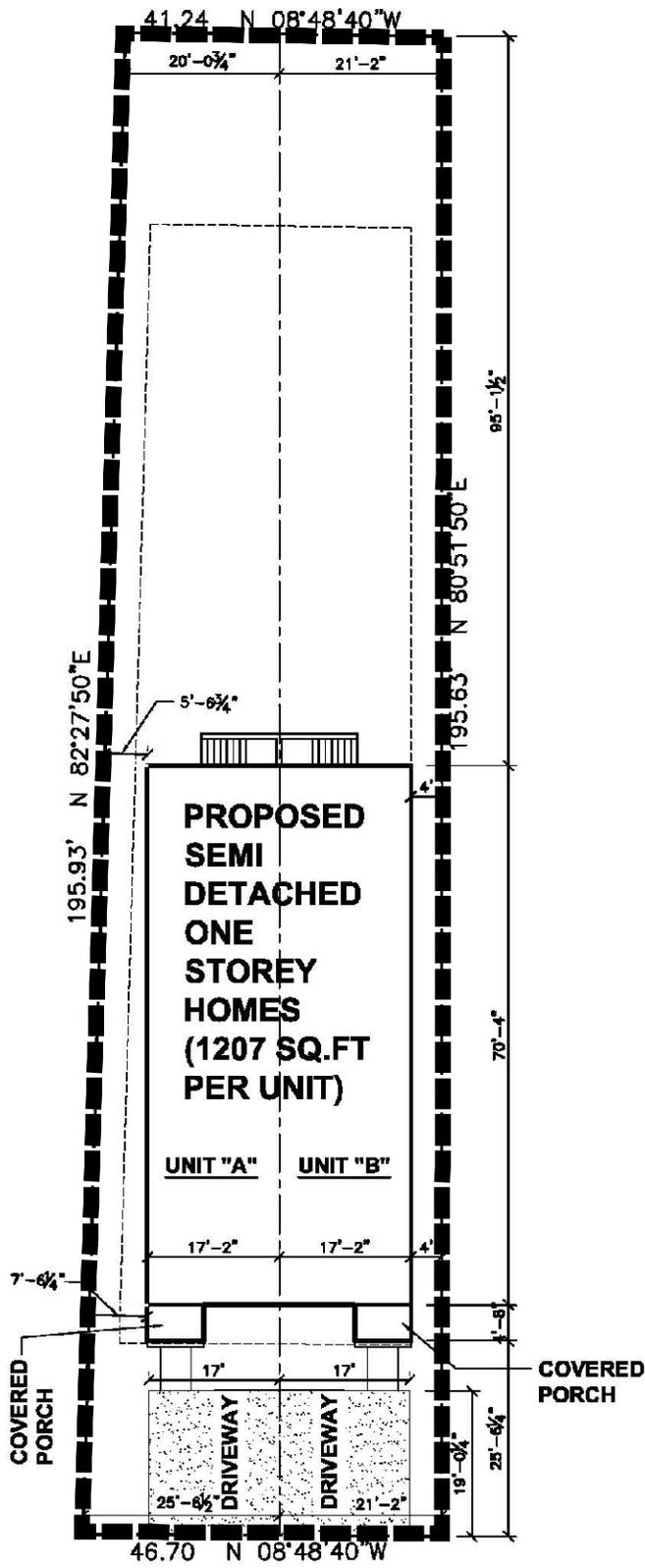


Legend:



Subject
Property

Attachment 1, DS-2024-36
Zoning By-law Amendment
1539 Shawnee Road
Property Location

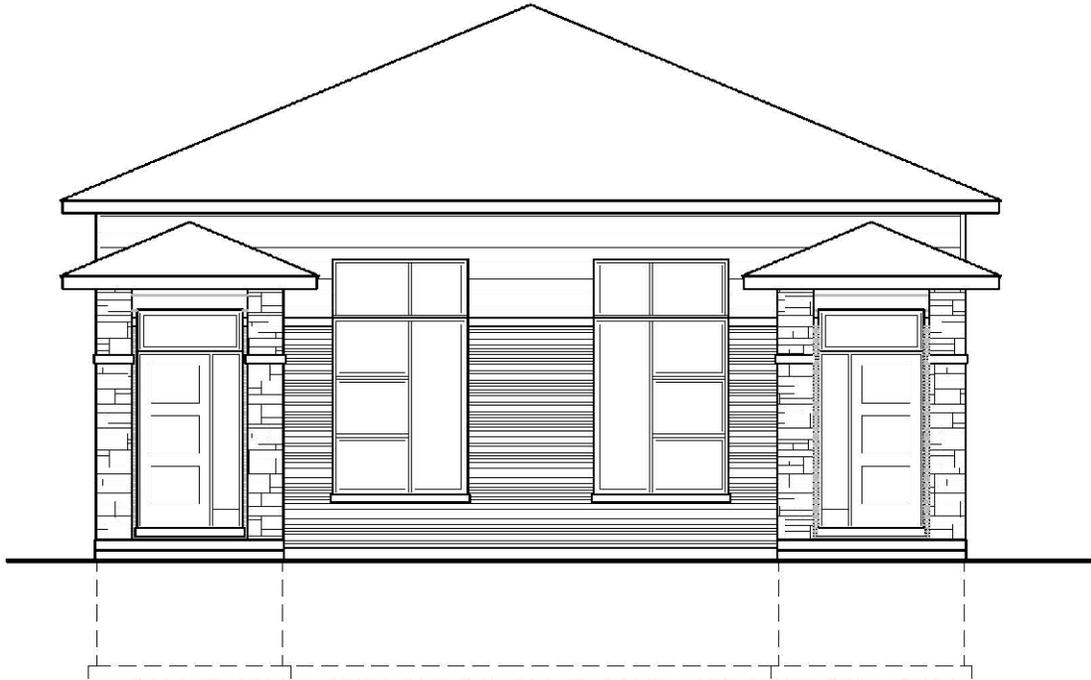


SHAWNEE ROAD



Prepared By:
Development Services

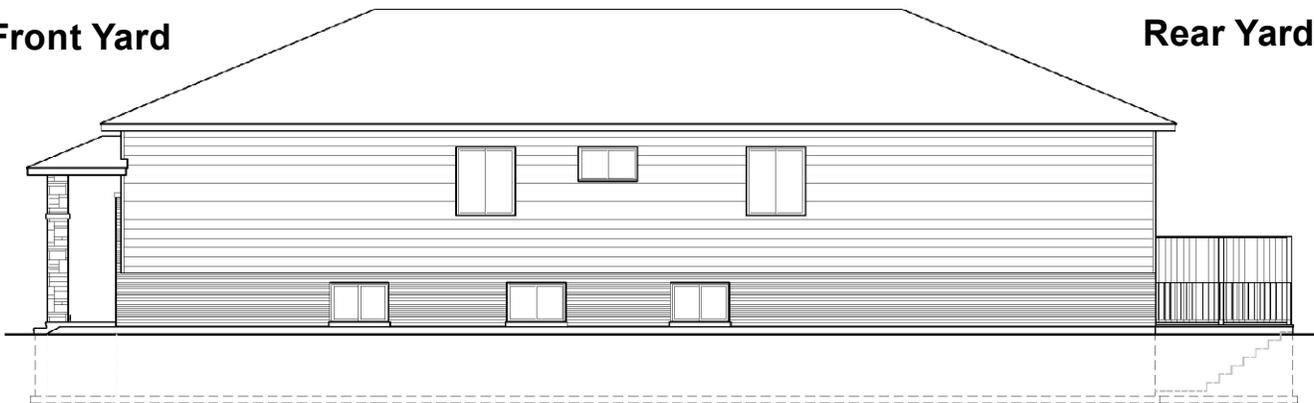
Attachment 2, DS-2024-36
Zoning By-law Amendment
1539 Shawnee Road
Preliminary Site Plan



FRONT ELEVATION - View from Shawnee Road
Shawnee Road - draft 1

Front Yard

Rear Yard



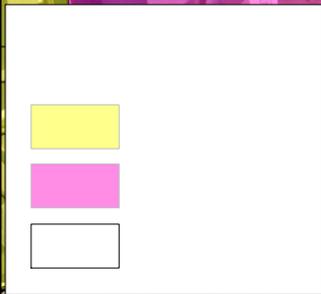
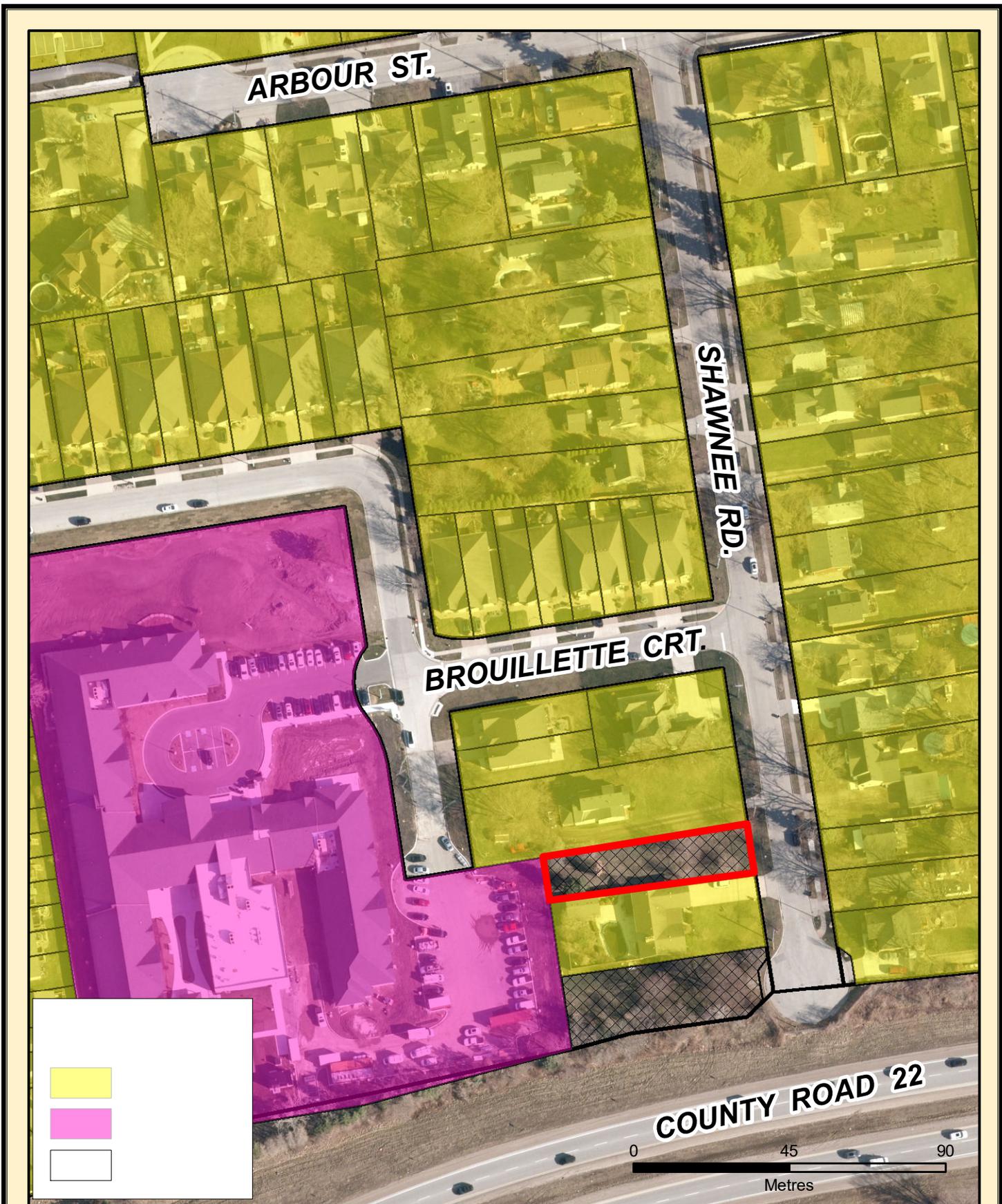
RIGHT ELEVATION

Shawnee Road - draft 1



Prepared By:
Development Services

Attachment 3, DS-2024-36
Zoning By-law Amendment
1539 Shawnee Road
Preliminary Architectural Elevations



Legend:

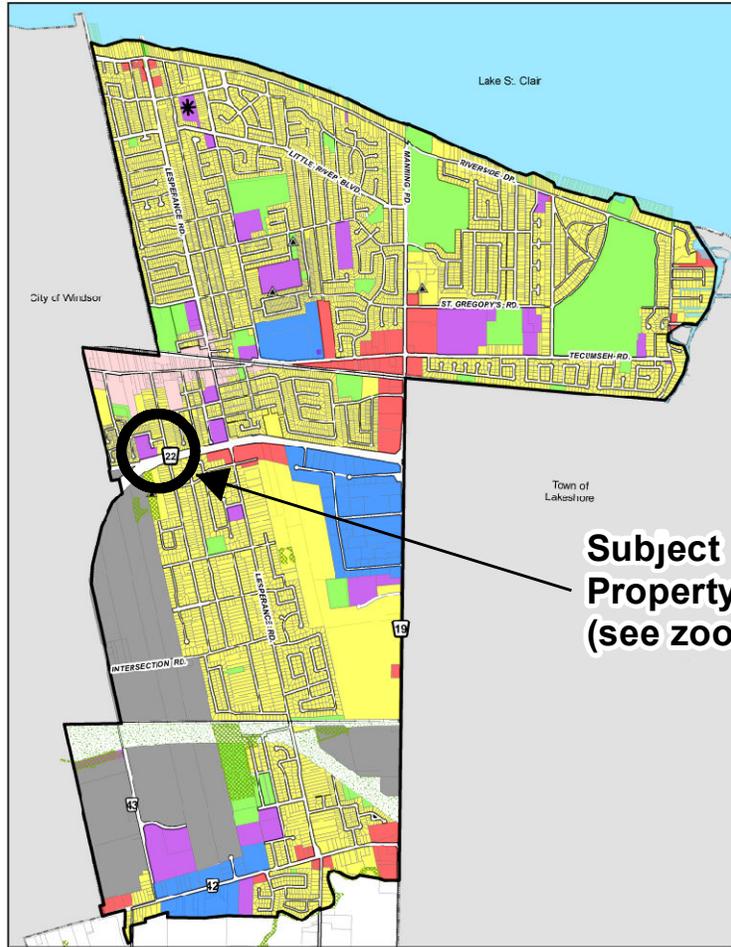


Subject Property



Prepared By:
Development Services

Attachment 4, DS-2024-36
Zoning By-law Amendment
1539 Shawnee Road
Property Location and Surrounding Land Uses

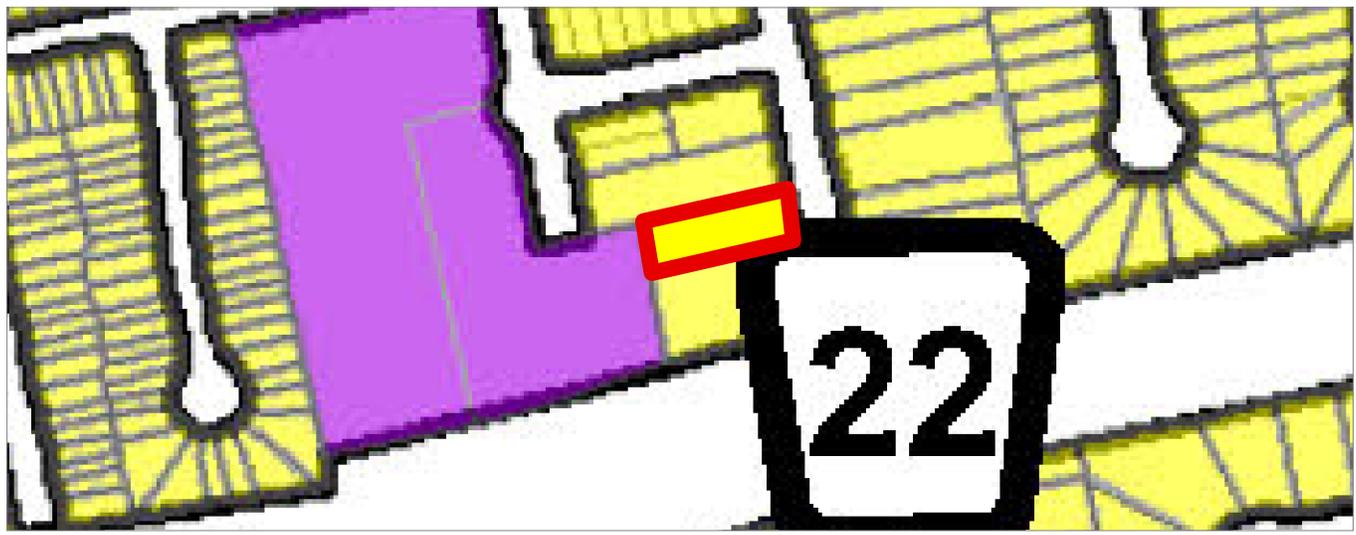


**Subject Property
(see zoom below)**

Legend		SCHEDULE "B-1"	
Settlement Area Boundary	Business Park	Future Development	Town of Tecumseh Official Plan Tecumseh North Settlement Area Land Use Plan
Residential	Recreational	Former Landfill Site	
Main Street Mixed Use	Hydro Right-of-Way	Lands subject to prior Official Plan Amendment application as of February 23, 2021	
General Commercial	Natural Environment Overlay		
Community Facility			

0 250 500 1000
Meters

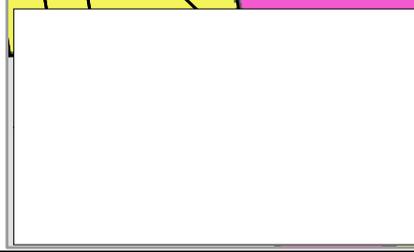
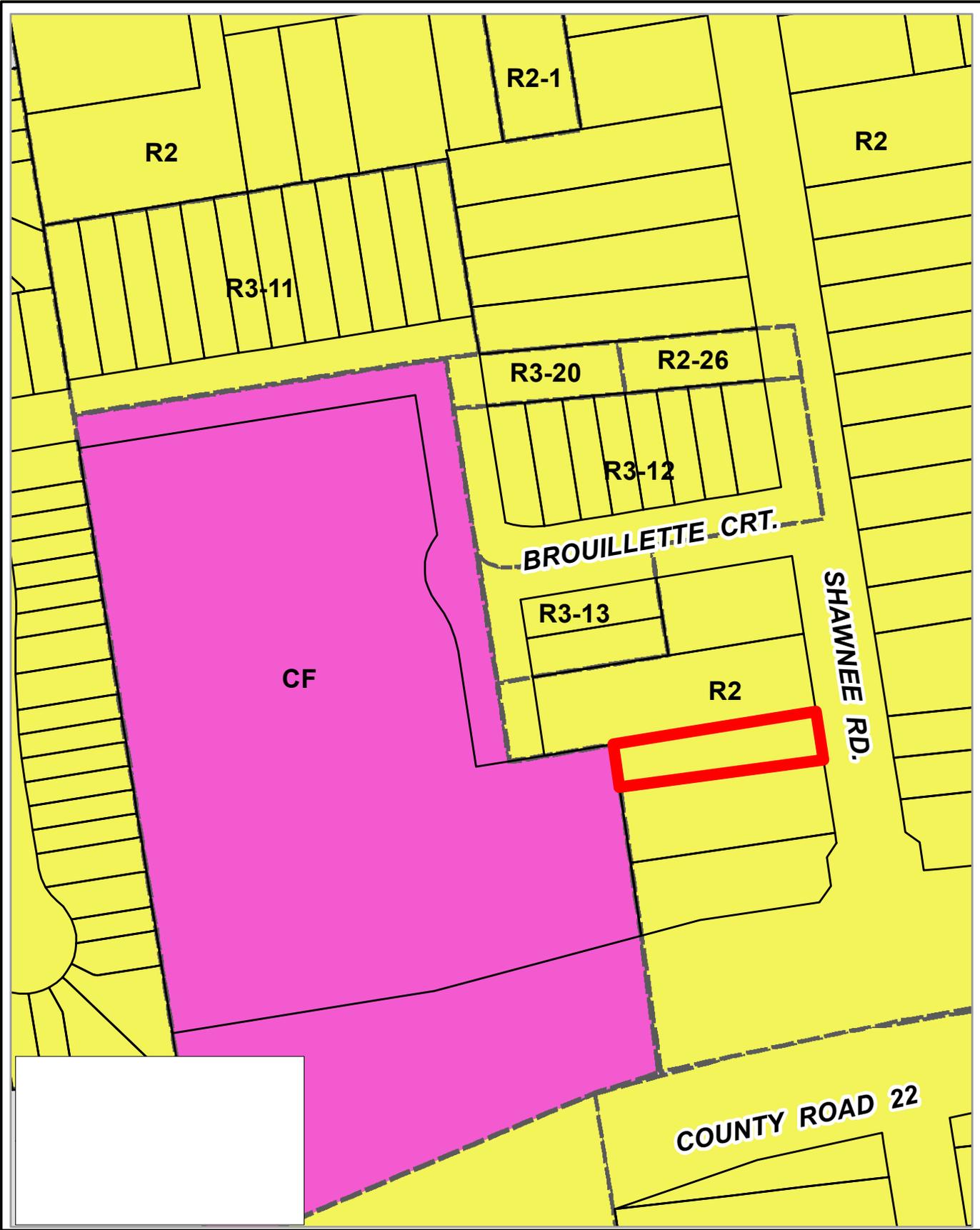
Prepared By:
Tecumseh Planning and
Building Services Department



Prepared By:
Development Services

 Subject Property

Attachment 5, DS-2024-36
Zoning By-law Amendment
1539 Shawnee Road
Official Plan




 Prepared By:
 Development Services

Legend:
 Subject Property

Attachment 6, DS-2023-36
 Zoning By-law Amendment
 1539 Shawnee Road
Zoning



The Corporation of the Town of Tecumseh

Financial Services

To: Mayor and Members of Council

From: Tom Kitsos, Director Financial Services & Chief Financial Officer

Date to Council: November 12, 2024

Report Number: FS-2024-18

Subject: Budget Variance Report – August 2024

Recommendations

It is recommended:

That report FS-2024-18, Budget Variance Report – August 2024, showing a projected tax-supported surplus of \$295,536 and a rate-supported deficit of \$111,295 be received.

Executive Summary

Administration has reviewed year-to-date financial activity and completed a forecast of the Town's financial position to year-end. Based on projections and assumptions through to the end of December 31, 2024, Administration is projecting a year-end surplus in the Operating Budget of \$182,241. This is made up of a tax-supported surplus of \$295,536 and a rate-supported deficit of \$111,295.

Key drivers of the projected surplus include:

- Tax Supported:
 - o Investment Income (\$1,819K Surplus) – Represents higher than average monthly bank balances and interest rates (\$1,800K). These additional funds are transferred to Reserves, thus resulting in a NIL impact to the Operating budget.

- Grants (\$105K Deficit) – Driven by timing of the Housing Action Plan (HAP) funding initiatives (\$115K). Offset by timing of expenditures related to HAP initiatives, thus limiting the impact to the Operating budget.
 - User Fees, Permits & Charges (\$171K Deficit) – Construction at the Arena required temporary closures of the facility resulting in decreased revenue (\$86K Arena and \$28K Recreation Programs).
 - Net Transfers To/From Reserves (\$1,698K Deficit) – Compared to budget, the projection shows us requiring \$1,698K less from Reserves to fund operations. This is largely due to increased Investment Income (\$1,800K), partially offset by higher than anticipated payouts for Mainstreet Community Improvement Plan (\$303K).
 - Grants & Donations (\$315K Deficit) – Represents additional expenditures related to four (4) Mainstreet Community Improvement Plan (CIP) projects on Tecumseh Road. Expenditures exceeding budget will be funded from accumulated CIP reserves as noted above.
 - Salaries & Benefits (\$489K Surplus) – Favourability stemming from multiple vacancies.
 - Operating & Maintenance Supplies (\$139K Deficit) – Mainly due to repairs on the Arena (\$59K), other facilities (\$83K), various vehicles (\$59K) and street lighting repairs associated with accidents and storms (\$26K). This deficit is offset by decrease in winter salt purchases (\$141K).
- Rate supported:
- User fees, Permits & Charges (\$424K Surplus) – Favourability due to higher than budgeted commercial water consumption.
 - Contracted Services (\$592K Deficit) – Driven by higher than budgeted rate for wastewater treatment costs from the City of Windsor.
 - Grants & Donations (\$72K Surplus) – Favourability driven by lower than anticipated participation in backwater valve subsidy program.

The Capital/Lifecycle analysis consists of reviewing the status of approved projects comparing approved funding to current activity. A complete listing of all capital projects planned for 2024 as identified within department five-year capital plans is detailed in **Attachments 3 through 10**.

In total, over 115 projects are included in this variance report having a total budgeted cost of \$121M.

Background

Annual operating budgets for all Town departments are set at the beginning of the calendar year based on Council direction. Budget inputs consist of numerous professional estimates based on information available at the time (including the legislative environment, and macroeconomic trends such as currency fluctuations, commodity prices, unemployment figures, business investment, etc.).

Departments regularly monitor financial results and provide revised year-end forecasts. This helps identify potential exposures and provides an opportunity to create or adjust risk mitigation strategies to remain at, or close to, the approved budget.

Comments

Operating Fund

Attachment 1 summarizes the 2024 projected year-end variances by department, listed in order from the largest dollar deficit to the largest dollar surplus. As of our August 2024 variance analysis, we project a year-end surplus of \$182,241 (tax-supported surplus of \$295,536 and a rate-supported deficit of \$111,295).

Attachment 2 describes significant variances for each department.

Tax Supported Variances – Operating Fund

As of August 31, 2024, Administration is projecting a year-end surplus of \$295,536. This variance is broken down by major account category in **Table 1** below.

Account Category		Net Favourable/ (Unfavourable) Variance
Revenue		
User fees, Permits & Charges	\$	(171,320)
Grants		(105,423)
Other		(2,075)
Taxes		43,437
Transfers from Reserves		167,316
Investment Income		1,819,298
Subtotal - Revenue		1,754,906
Expenses:		
Transfers to Reserves	\$	(1,865,188)
Grants & Donations		(315,747)
Operating & Maintenance Supplies		(139,257)
Professional Development		20,247
Contract Services		25,857
Professional Services		107,748
Other		215,874
Salaries & Benefits		489,096
Subtotal - Expenses	\$	(1,461,370)
2024 Forecasted Year-End Surplus	\$	293,536

Table 1 - Projected Operating Budget Variance by Category – Tax Rate Supported

Explanation of Key Variances

Revenue Variance

The largest projected surplus is within “Investment Income”. The Town continues to experience higher than average monthly bank balances and rates which result in favourable bank interest revenue of \$1,800,000. This is offset by an increase in Transfers to Reserves of \$1,800,000. Thus, the net impact to the Operating budget is NIL.

The anticipated reduction in “User fees, Permits & Charges” revenue is mainly driven by the closure of the Arena facility while construction is completed (\$86,000 “Arena” and \$28,000 “Recreation Programs” departments).

The deficit in “Grants” is driven by the timing of the HAP funding initiatives (\$115,000 “Planning & Zoning” department).

Expense Variance

Overall, a budget to actual deficit of \$1,460,000 is anticipated for expenditures. The deficit projected for “Transfers to Reserves” mainly represents an offset to the surpluses in the “Investment Income” category (\$1,800,000).

This deficit is partially offset by a surplus in “Wages and Benefits” mainly stemming from multiple vacancies (\$489,000).

Rate Supported Variances

As of August 31, 2024, Administration is projecting a year-end rate-supported deficit of \$111,295. The projected year-end variance broken down by major account category is presented in **Table 2** below.

Account Category	Net Favourable/ (Unfavourable) Variance	
Revenue		
User fees, Permits & Charges	\$	424,212
Subtotal - Revenue	\$	424,212
Expenses:		
Contracted Services	\$	(592,031)
Purchases for Resale		(25,771)
Other		13,845
Grants & Donations		71,800
Subtotal - Expenses	\$	(535,507)
2024 Forecasted Year-End Deficit	\$	(111,295)

Table 2 - Projected Operating Budget Variance by Category – Rate Supported

Explanation of Key Variances

Expense Variance

Projected surplus in “User fees, Permits & Charges” is a result of higher than budgeted commercial consumption. This surplus is offset by projected deficit for “Contract Services” (\$595,000), which is driven by higher than budgeted rates for wastewater treatment costs from the City of Windsor.

The projected deficit for “Purchases for Resale” is due to a higher than budgeted usage (\$25,800).

Anticipated surplus in “Grants & Donations” driven by lower than anticipated participation in backwater valve subsidy program (\$71,800).

Tax Supported Variance - Capital/Lifecycle

The Capital/Lifecycle analysis consists of reviewing the status of approved projects, comparing approved funding to current activity. A complete listing of all capital projects planned for 2024 as identified within department five-year capital plans is detailed in **Attachments 3 through 9**.

In total, over 115 projects are included in this variance report having a total budgeted cost of \$121M. Projects in this report are either included in the 2024 Capital Works Plan and/or included in prior year Capital Works plans incurring 2024 costs.

Several projects currently ongoing are large-scale where costs will span multiple years. Projected capital expenditures to year-end total \$51M, resulting in anticipated carry-forward of \$70M of project costs to future years.

Notable ongoing large-scale projects that will span future years include:

- Scully & St. Mark's Storm Pump Station/Riverside Drive
- PJ Cecile Storm Pump Station
- Lesperance Road (Riverside to First) & Little River Trail
- Tecumseh Hamlet Secondary Plan Area Northwest Water and Wastewater Servicing
- Centennial and Woodbridge Watermain Replacement
- Cedarwood Sanitary Pump Station
- Manning Road Secondary Plan Area Stormwater Infrastructure
- Lakewood Washroom and Water Feature

Notable large-scale projects that have been completed or are expected to be complete this year include:

- Arena Restoration
- Lacasse Baseball Grandstand Replacement
- Lacasse Park Landscaping, Parking Lot, Pathways and Pavilion
- Cada Library Renovations
- Maidstone Recreation Centre – Outdoor Washrooms

- Public Works Building Improvements

Project surplus/deficits impact the amount of reserve funds required resulting in lesser/greater use of capital reserve funding.

Information on 2024 tender results is detailed in **Attachment 10**.

Consultations

All Departments

Financial Implications

Summary of projected year-end variance is as follows:

Tax supported services	Amount
Operating Surplus	\$ 295,536

Rate supported services	Amount
Operating Surplus - Water	\$ 170,542
Operating Deficit - Wastewater	(281,837)

Total Surplus	\$ 182,241
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Link to Strategic Priorities

Applicable	2023-2026 Strategic Priorities
<input checked="" type="checkbox"/>	Sustainable Growth: Achieve prosperity and a livable community through sustainable growth.
<input type="checkbox"/>	Community Health and Inclusion: Integrate community health and inclusion into our places and spaces and everything we do.
<input type="checkbox"/>	Service Experience: Enhance the experience of Team Tecumseh and our citizens through responsive and respectful service.

Communications

Not applicable

Website

Social Media

News Release

Local Newspaper

This report has been reviewed by Senior Administration as indicated below and recommended for submission by the Chief Administrative Officer.

Prepared by:

Vanessa DaDalt, CPA, CA, CTP
Deputy Treasurer & Manager Revenue Services

Reviewed by:

Tom Kitsos, CPA, CMA, BComm
Director Financial Services & Chief Financial Officer

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1	2024 Budget Variance – Summary All Units
2	2024 Budget Variance – Detail by Department
3	2024 Capital Variance – Arena
4	2024 Capital Variance - Pool
5	2024 Capital Variance – Community and Recreation Services
6	2024 Capital Variance – Community Safety
7	2024 Capital Variance – Technology and Client Services
8	2024 Capital Variance – PWES
9	2024 Capital Variance – Buildings
10	2024 Tender Results

Projected Fiscal 2024 Surplus (Deficit)

Division/Department	2024 Approved Budget	2024 Year End Projection	2024 Projected Surplus/(Deficit)	% Var. of Budget
Tax Supported				
Building	\$ -	\$ 138,308	\$ (138,308)	
Arena	894,608	1,004,162	(109,554)	(12.2%)
Transit	112,076	151,133	(39,057)	(34.8%)
Recreation Other	129,191	156,281	(27,090)	(21.0%)
Pool	123,671	130,539	(6,868)	(5.6%)
Garbage Collection/Disposal	1,670,756	1,674,396	(3,640)	(0.2%)
By-Law Enforcement	180,843	182,660	(1,817)	(1.0%)
Council	474,188	475,443	(1,255)	(0.3%)
Libraries & Culture	6,200	6,714	(514)	(8.3%)
Conservation Authority	331,032	331,032	-	0.0%
Emergency Measures	24,450	22,176	2,274	9.3%
Other Protection	124,260	110,090	14,170	11.4%
Parks	1,672,217	1,650,357	21,860	1.3%
Fire	1,698,071	1,675,541	22,530	1.3%
Storm Sewers	636,905	609,791	27,114	4.3%
Police	3,148,010	3,112,051	35,959	1.1%
Planning & Zoning	661,122	604,950	56,172	8.5%
Administration ¹	5,304,292	5,177,172	127,120	2.4%
Public Works	2,470,577	2,324,730	145,847	5.9%
Corporate Shared	(19,662,469)	(19,831,062)	168,593	(0.9%)
Subtotal - Tax Supported	\$ -	\$ (293,536)	\$ 293,536	
Rate Supported				
Sanitary Sewers	\$ -	\$ 281,837	\$ (281,837)	
Waterworks System	-	(170,542)	170,542	
Subtotal - Rate Supported	\$ -	\$ 111,295	\$ (111,295)	
2024 Operating Budget	\$ -	\$ (182,241)	\$ 182,241	

Note 1:

Administration is comprised of:

Maintenance	\$ 432,324	\$ 513,518	\$ (81,194)	(18.8%)
People & Culture	605,333	595,651	9,682	1.6%
Financial Services	1,279,062	1,262,234	16,828	1.3%
CAO	484,456	463,485	20,971	4.3%
Customer Service	500,478	474,328	26,150	5.2%
Information & Technology Services	1,089,836	1,023,015	66,821	6.1%
Corporate Services & Clerks	912,803	844,941	67,862	7.4%
	\$ 5,304,292	\$ 5,177,172	\$ 127,120	

Notable Variances – By Department

Tax Supported

Significant variances within department operating budgets are summarized below. A positive number represents a favourable variance (increases in revenues or decreases in expenditures).

Building

Building

Budget Item	Commentary	Amount
Licenses and Permits	Unfavourable Building permits anticipated due to current market conditions and high interest rates having a considerable negative impact on permit activity (\$190,000). This is offset by lower than budgeted transfer to reserve. Net impact to Operating budget is NIL.	\$ NIL
Wages & Benefits	Projected to be favourable primarily due to vacancies.	\$ 51,000

Arena

Arena

Budget Item	Commentary	Amount
User Charges	<p>Projected unfavourable variance is driven by Arena closures due to construction. Revenue shortfall consist of the following:</p> <ul style="list-style-type: none"> • Hall Rental (\$14,000) • Ice Rental (\$65,000) • Drop-in Programs (\$3,000) <p>Ice Capital Surcharge is also lower than budget (\$4,000). This is offset by a decreased Transfer to Lifecycle Reserve thus, the impact to the Operating budget is NIL.</p>	\$ (82,000)

Budget Item	Commentary	Amount
Wages & Benefits / Transfer from Reserves	Projected to be favourable primarily due to staffing vacancies.	\$ 50,000
Maintenance Materials & Supplies	Projected to be unfavourable mainly due to incremental use of janitorial supplies (\$8,000), parts for painting and surface restoration (\$6,000), polycarbonate sheets for rink board advertisement (\$2,000) and supplies & parts for hockey goals (\$3,000)	\$ (19,000)
Maintenance Services	Projected to be unfavourable due to unexpected maintenance and repairs to refrigeration plant (\$31,000), and parts for Zamboni, Scissor Lift and floor cleaning machines (\$9,000).	\$ (40,000)
Utilities	Projected to be favourable driven by lower usage than anticipated due to Arena closures for construction.	\$ 37,000

Recreation Programs

Budget Item	Commentary	Amount
User Charges	Project unfavourable variance due to less available weeks for Day Camp Registration driven by ongoing renovations to the Arena facility.	\$ (28,000)
Wages & Benefits	Favourable variance anticipated due to a decrease in the projected number of hours.	\$ 17,000

Transit

Budget Item	Commentary	Amount
Maintenance Services	Projected unfavourable mainly due to aging vehicles requiring significant repairs.	\$ (13,000)
Contract Services	Projected unfavourable due to use of First Canada bus when Town owned buses were out of service.	\$ (24,000)

Recreation Other

Special Events

Budget Item	Commentary	Amount
Grants	Projected favourable variance due to incremental Tourism Growth Program grant funding.	\$ 9,000
Wages & Benefits	Projected unfavourable variance driven by incremental hours from various departments for the event of Baseball Canada Men's National Championship.	\$ (16,000)
Contracts / Professional Services	Net unfavourable variance projection driven by incremental costs associated with Tourism Growth Program.	\$ (20,000)

Pool

Budget Item	Commentary	Amount
Grants	Projected to be unfavourable due to lower than expected Canada Summer Jobs Grant.	\$ (11,000)

Council

Budget Item	Commentary	Amount
Professional Development	Projected unfavourability due to increased costs associated with increased participation at conferences, as well as increased registration, meals, and travel costs.	\$ (11,500)

Conservation Authority

Budget Item	Commentary	Amount
Contract Services	Projected favourable due to 2024 ERCA budget reduction to Category 3 Non-Mandatory programs. The full surplus is transferred to Land Stewardship Reserves, thus resulting in a NIL impact to the Operating budget.	\$ NIL

Other Protection

Crossing Guards

Budget Item	Commentary	Amount
Wages & Benefits	Projected to be favourable due to fewer hours worked than budget.	\$ 12,000

Parks

Parks

Budget Item	Commentary	Amount
Grants	Projected unfavourable due to lower than expected Summer Job Grant funding.	\$ (13,000)
User Charges / Transfer to Reserves	<p>Projected unfavourable mainly due to</p> <ul style="list-style-type: none"> • Limited Pavilion rentals caused by construction and the removal of Pavilion #2 at Lacasse Park. (\$6,000) • Lower than expected fall baseball groups and no fall Caboto Soccer program at McAuliffe this year resulted in lowered Ball Diamond Rental (\$1,000) • Lower than expected registration/Entry fee due to combination of reasons (\$1,000) <ol style="list-style-type: none"> 1. Tennis key sales have declined due to decrease in popularity of the sport. 2. An increasing number of players are opting for recreational/open time play, reducing the need to purchase pickleball court keys. <p>Higher than anticipated donations and sponsorships for commemorative benches and trees (\$27,000). This is fully offset by Transfer to Reserves, thus NIL impact to Operating budget.</p>	\$ (8,000)
Wages & Benefits	Projected favourability driven by staffing vacancies and less than anticipated overall hours.	\$ 39,000

Budget Item	Commentary	Amount
Maintenance Service	Projected to be unfavourable primarily due to greater than anticipated repairs to trucks (\$5,000) and large mowers (\$15,000).	\$ (20,000)

Fire Services

Fire Services

Budget Item	Commentary	Amount
User Charges	Projected to be favourable mainly due to higher than anticipated fire service calls.	\$ 10,000

Storm Sewers

Budget Item	Commentary	Amount
Maintenance Services	Projected to be favourable due to lower storm repair activities than anticipated.	\$ 33,000
Utilities	Projected to be favourable due to lower usage in hydro & water than anticipated.	\$ 10,000

Police

OPP

Budget Item	Commentary	Amount
Grants	Projected favourable variance due to higher than anticipated Community Safety and Policing Grant.	\$ 20,000

Planning & Zoning

Planning & Zoning

Budget Item	Commentary	Amount
User Charges	Projected unfavourable variance due to lower than anticipated planning applications.	\$ (20,000)
Wages & Benefits	Projected favourable variance due to the following: <ul style="list-style-type: none"> • Temporary staffing vacancy (\$14,000) • The compensation and benefits for Town staff involved in the Housing Accelerator project are funded through Housing Accelerator Fund. (\$78,000) 	\$ 92,000
Tecumseh Hamlet Secondary Plan	Increase in project costs of \$39,000 to engage consultant service for consultation with major property owners regarding land servicing cost-sharing strategies. Funded through reserves, thus no impact to the Operating budget.	\$ NIL
Development Charge Study	Development Charge study required an additional \$19,000 for consultant services for engineering input. Fully funded through reserves, thus no impact to the Operating budget.	\$ NIL
Mainstreet Community Improvement Plan	Tecumseh Mainstreet CIP grant program disbursements are projected to be \$303,000 above budget, attributing to three significant development projects in 2024. Fully funded through accumulated unspent program reserves, therefore no impact to the Operating budget.	\$ NIL
Tecumseh Housing Action Plan	Projected project costs for the year are anticipated to be \$95,000 lower than budget. This is due to timing. Fully funded through Federal Housing Accelerator funding, thus no impact to the Operating budget.	\$ NIL

Committee of Adjustments

Budget Item	Commentary	Amount
Wages & Benefits	Favourable due to a reduction in meetings and per diems.	\$ 13,000

Local Economic Development

Budget Item	Commentary	Amount
Grants	Projected unfavourable variance due to the delayed commencement of the Rural Economic Development (RED) project. Project will carry over into 2025.	\$ (15,000)
Professional Services / User Charges	Projected favourable variance due to the delayed commencement of the Commercial District Branding study (\$30,000). Partially offset by decrease in User Charges revenue (\$5,000).	\$ 25,000

Agriculture & Reforestation

Budget Item	Commentary	Amount
Wages & Benefits	Favourable variance projected primarily due to staffing vacancies.	\$ 46,000

Administration

Maintenance

Budget Item	Commentary	Amount
Maintenance Materials & Supplies	Projected unfavourable variance is driven by higher than anticipated spend in the following areas: <ul style="list-style-type: none"> • Pool (\$7,000) • Corporate Shared (\$7,000) • Community Facilities (\$5,000) • Parks (\$5,000) • Water (\$4,000) 	\$ (28,000)
Maintenance Services	Projected unfavourable variance is driven by higher than anticipated spend in the following areas: <ul style="list-style-type: none"> • Community Facilities (\$26,000) • Corporate Shared (\$11,000) • Fire (\$3,000) • HVAC Service Contract (\$14,000) 	\$ (54,000)

Financial Services

Budget Item	Commentary	Amount
Wages & Benefits	Projected to be favourable due to staffing vacancies.	\$ 34,000
Professional Services	Projected unfavourability driven by: <ul style="list-style-type: none"> • Asset Retirement Obligation evaluation for new requirements under Public Sector Accounting Board Standard. (\$19,000) • Incremental cost of 2023 & 2024 financial audit services due to new agreement. (\$9,000) 	\$ (28,000)

CAO

Budget Item	Commentary	Amount
Professional Services	Favourable variance due to projected year-end activities and less than budgeted costs.	\$ 16,000

Customer Service

Budget Item	Commentary	Amount
Wages & Benefits	Projected favourable variance due to staffing vacancies.	\$ 23,000

Information & Communication Services

Budget Item	Commentary	Amount
Wages & Benefits	Projected favourable variance due to staffing vacancies.	\$ 31,000
Office Supplies & Equipment Maintenance	Projected favourable variance due to lower software subscriptions than anticipated.	\$ 37,000
Professional Services / Transfer from Reserves	Projected favourable variance due to lower than anticipated cost in the Cloud Strategy implementation (\$24,000). This is offset by a decrease in Transfer from Reserves, resulting in no net impact Operating budget.	\$ NIL

Legislative & Clerk Services

Budget Item	Commentary	Amount
Licenses and Permits / Purchases for Resale	Projected to be net favourable mainly due to significantly increased revenue from pilot marriage services portal (\$15,000), offset by additional purchase of marriage licenses (\$4,000).	\$ 11,000
Wages & Benefits	Projected to be favourable due to staffing vacancies.	\$ 51,000

Corporate Shared

Budget Item	Commentary	Amount
Supplemental Taxes	In-year assessment growth is projected to be greater than budget mainly due to higher than anticipated Residential supplemental taxes. Annual supplemental tax budget is based on recent historical averages and anticipated development.	\$ 43,000
Investment Income	Projected favourable year-end variance mainly due to interest collected on deferred development charge (\$12,000) and higher than anticipated EPS dividend income (\$7,000)	\$ 19,000
Bank Interest / Transfer to Reserves	Higher than average monthly bank balances and rates resulting in projected favourable bank interest revenue (\$1,800,000). Per Town practice, surplus investment funds are transferred to the Tax Rate Stabilization Reserve and/or Infrastructure Reserve, thus resulting in a NIL impact to the Operating budget.	\$ NIL
Tax Write-Offs	Tax Write-Off expense under budget due to lower assessment appeal activity.	\$ (100,000)

Public Works

Roadways

Budget Item	Commentary	Amount
User Charges	<p>Projected to be favourable mainly due to the following:</p> <ul style="list-style-type: none"> • Insurance recoveries (\$17,000) • Additional cost recoveries from VIA Rail (\$14,000) • Grease dumping (\$18,000) • Streetlights/Traffic Signal Repair (\$7,000) <p>Recoveries offset by increases in Maintenance Services expenditures.</p>	\$ 56,000
Wages & Benefits	Projected to be favourable driven by vacancy and fewer winter control hours.	\$ 32,000
Maintenance Services	Projected to be unfavourable due to repair of guardrail on Baseline Road (\$26,000), truck repairs (new suction hose \$12,000, spring \$8,000, and annual commercial vehicle inspection \$7,000).	\$ (53,000)
Contract Services	Projected to be unfavourable due to unexpected repairs to curbs and catch basins (\$22,000), and gateway sign maintenance (\$9,000).	\$ (31,000)
Professional Services	Professional services costs are projected to be greater than budget due to using a third party to assist with By-Law and Policy Development.	\$ (19,000)
Utilities	Projected to be favourable due to lower usage than anticipated in natural gas (\$6,000), and crossing protection – hydro (\$5,000).	\$ 11,000

Street Lighting

Budget Item	Commentary	Amount
Maintenance Materials & Supplies	Unfavourability projected due to greater streetlight pole repairs/replacements than budget	\$ (19,000)
Maintenance Service	Projected unfavourability mainly due to: <ul style="list-style-type: none"> • Unanticipated hydro-vac work, • Unanticipated pole repair, and • Higher monthly streetlight repairs. 	\$ (26,000)

Winter Control

Budget Item	Commentary	Amount
Wages & Benefits	Projected favourable variance is driven by fewer year-to-date winter events than anticipated. This line item is subject to change depending on actual weather conditions in Q4.	\$ 45,000
Salt	Projected favourable variance resulting from last year's mild winter. This line item is subject to change depending on actual weather conditions in Q4.	\$ 140,000

Rate Supported

Significant variances within department operating budgets are summarized below. A positive number represents a favourable variance (increases in revenues or decreases in expenditures).

Sanitary Sewers

Budget Item	Commentary	Amount
User Charges	Net favourability is mainly driven by higher than anticipated non-residential consumption (\$263,000). This is slightly offset by lower than anticipated residential consumption (\$24,000).	\$ 240,000
Maintenance Services	Favourable variance due to lower than anticipated sanitary flow monitoring cost.	\$ 12,000
Contract Services	Unfavourable variance due to wastewater treatment rates from the City of Windsor being 14% higher than budget (approximately 25% increase to Little River and 2% increase to Lou Romano). City rates are based on prior year operating costs per volume.	\$ (597,000)
Grants Expense	Projected favourability due to lower than anticipated intake of wastewater backflow and foundation disconnection subsidy program.	\$ 72,000

Waterworks System

Watermain and Services

a) General

Budget Item	Commentary	Amount
User Charges	Projected favourability driven by greater than anticipated development activity.	\$ 20,000
Wages & Benefits	Projected to be favourable due to staffing vacancies.	\$ 21,000
Maintenance Materials & Supplies	Projected to be favourable due to lower than anticipated equipment rental/purchase (\$5,000), gas (\$2,000) and repair parts/supplies (\$2,000).	\$ 9,000
Purchases for Resale	Projected unfavourability driven by greater than budgeted bulk water usage.	\$ (26,000)

General Waterworks

Budget Item	Commentary	Amount
User Charges	Net favourability is primarily driven by higher than anticipated non-residential consumption (\$279,000). This is partially offset by lower than anticipated residential consumption (\$100,000), Lakeshore commercial consumption (\$6,000), and miscellaneous revenue (\$5,000).	\$ 168,000
Wages & Benefits	Projected to be unfavourable primarily due to higher than anticipated overtime hours.	\$ (20,000)

Attachment 3
 2024 Budget Variance - August 2024
 Arena Capital Projects

		a)	b)	c)	d) = a) - c)
2024 Arena Capital Projects (As per Capital Works Plan and Amendments)		Total Approved Budget as of Dec. 31, 2024	Total Actuals From Project Start to August 31, 2024	Projected Costs as of Dec. 31, 2024	Projected Variance As of Dec. 31, 2024 \$ Surplus/(Deficit)
2315	Tecumseh Arena Interior Refresh	\$ 2,911,582	\$ 924,872	\$ 2,911,582	\$ -
2318	Tecumseh Arena Stormwater Infrastructure Modelling	\$ 30,000	\$ 3,053	\$ 25,000	\$ 5,000
9900	Annual General Lifecycle Repairs	\$ 20,000	\$ -	\$ 20,000	\$ -
9900	Annual Project Management	\$ 75,000	\$ 54,333	\$ 75,000	\$ -
9999	Replacement of Evaporative Condenser	\$ 200,000	\$ 193,144	\$ 193,144	\$ 6,857
9999	Arena Dressing Room/Hallway HVAC unit repair	\$ 25,000	\$ 24,957	\$ 24,957	\$ 44
9999	Building Envelope Improvements	\$ 55,000	\$ 45,054	\$ 45,054	\$ 9,946
	Total Arena	\$ 3,316,582	\$ 1,245,412	\$ 3,294,736	\$ 21,846

Annual General Lifecycle Repairs - Projects:		Total Actuals as of August 31, 2024	Projected Costs as of Dec. 31, 2024
	Other Projects (known or expected as of today)	\$ -	\$ 20,000
	Total Arena Annual General Lifecycle Repairs	\$ -	\$ 20,000

Annual Project Management - Projects:		Total Actuals as of August 31, 2024	Projected Costs as of Dec. 31, 2024
9900	Arena project management - architect consultation	\$ 8,019	\$ 15,000
9900	Tecumseh Wellness Center	\$ 46,315	\$ 55,000
	Other Projects (known or expected as of today)	\$ -	\$ 5,000
	Total Arena Annual Project Management Allocation	\$ 54,333	\$ 75,000

Attachment 4
 2024 Budget Variance - August 2024
 Pool Capital Projects

		a)	b)	c)	d) = a) - c)
2024 Pool Capital Projects (As per Capital Works Plan and Amendments)		Total Approved Budget as of Dec. 31, 2024	Total Actuals From Project Start to August 31, 2024	Projected Costs as of Dec. 31, 2024	Projected Variance As of Dec. 31, 2024 \$ Surplus/(Deficit)
9900	Annual General Lifecycle Repairs	\$ 20,000	\$ 22,539	\$ 22,539	\$ (2,539)
9999	Pool Spray Feature Controls Replacement	\$ 20,000	\$ -	\$ 20,000	\$ -
9999	Vinyl Liner for Lap Pool & Tot Pool	\$ 300,000	\$ -	\$ 290,000	\$ 10,000
	Total Pool	\$ 340,000	\$ 22,539	\$ 332,539	\$ 7,461

Cost Center	Annual General Lifecycle Repairs - Projects:	Total Actuals as of August 31, 2024	Projected Costs as of Dec. 31, 2024
9900	Paint lap pool and tot pool	\$ 9,632	\$ 9,632
9900	Restoration and painting of stairwell for waterslide	\$ 6,904	\$ 6,904
9900	Waterslide supply piping and valve repairs	\$ 6,003	\$ 6,003
	Total Pool Annual General Lifecycle Repairs	\$ 22,539	\$ 22,539

Attachment 5
2024 Budget Variance - August 2024
Community & Recreation Services Capital Projects

Cost Center	2024 Community & Recreation Services Capital Projects (As per Capital Works Plan and Amendments)	a)	b)	c)	d) = a) - c)
		Total Approved Budget as of Dec. 31, 2024	Total Actuals From Project Start to August 31, 2024	Projected Costs as of Dec. 31, 2024	Projected Variance As of Dec. 31, 2024 \$ Surplus/(Deficit)
0003	Park Amenities (Annual Recurring)	\$ 25,000	\$ 23,461	\$ 23,461	\$ 1,539
0004	Sports Fields Top Dressing Overseeding (Annual Recurring)	\$ 16,000	\$ 20,298	\$ 20,298	\$ (4,298)
0006	Manufacturing Wood Chips under Playsets (Annual Recurring)	\$ 18,000	\$ 8,285	\$ 18,000	\$ -
2119	Lacasse Baseball Grandstand - Replacement Project	\$ 3,597,600	\$ 3,690,655	\$ 3,690,655	\$ (93,055)
2308	Lakewood - Washroom and Splashpad Construction	\$ 3,125,000	\$ 119,808	\$ 500,000	\$ 2,625,000
2414	Lacasse Park - Landscaping, Parking Lot, Pathways, Pavilion	\$ 1,230,000	\$ 736,537	\$ 1,230,000	\$ -
4131	Optimist Park - Playset Additions	\$ 150,000	\$ -	\$ 150,000	\$ -
4312	Piqua - Basketball Court Surfacing	\$ 45,000	\$ -	\$ 45,000	\$ -
4340	Rocheleau Park - Toddler Playset	\$ 25,000	\$ 24,797	\$ 24,797	\$ 203
4373	Shawano Park - Playset Replacement	\$ 70,000	\$ 80,367	\$ 80,367	\$ (10,367)
4999	Tree Planting (Annual Recurring)	\$ 30,000	\$ 3,861	\$ 30,000	\$ -
9900	Annual Project Allocations	\$ 45,000	\$ 125,000	\$ 132,640	\$ (87,640)
9999	Sport Field Turf Rehabilitation	\$ 250,000	\$ 196,331	\$ 250,000	\$ -
9999	Parks Yard Storage Container Shed	\$ 40,000	\$ -	\$ 40,000	\$ -
TBD	Tennis / Pickleball Court - Repairs and Refurbishing	\$ 50,000	\$ -	\$ 50,000	\$ -
Various	Capital Project Management	\$ 75,000	\$ 35,548	\$ 58,180	\$ 16,820
Total Parks		\$ 8,791,600	\$ 5,064,947	\$ 6,343,398	\$ 2,448,202

Cost Center	Annual Project Allocations - Projects:	Total Actuals From Project Start to August 31, 2024	Projected Costs as of Dec. 31, 2024
4230	Lacasse Baseball Batting Cage & Excavation	\$ 38,001	\$ 38,001
9000	Budget Development of Future Projects	\$ 11,657	\$ 11,657
9900	Baseball Improvements Consultation	\$ 2,188	\$ 2,188
9900	Pickleball Acoustic Study	\$ 8,548	\$ 8,548
9900	Project Management - Parks	\$ 8,566	\$ 8,566
9900	St. Mary's Bleachers	\$ 28,676	\$ 28,676
9900	Lakewood Disc Golf	\$ 8,751	\$ 8,751
9900	Town Hall Center Park baseball netting	\$ 9,972	\$ 9,972
9900	Feasibility Study (Lacasse Pickleball Building, L'Essor Sport Dome)	\$ 6,360	\$ 14,000
9999	Commerative Tree Plaque	\$ 2,280	\$ 2,280
Total Parks Annual Project Allocation		\$ 125,000	\$ 132,640

Cost Center	Capital Project Management - Projects:	Total Actuals From Project Start to August 31, 2024	Projected Costs as of Dec. 31, 2024
9900	Consulting & Master Planning Services (Town Hall Campus)	\$ 17,928	\$ 17,928
	Project Manager - Arena	\$ 17,620	\$ 40,253
Total Parks Capital Project Management		\$ 35,548	\$ 58,180

Attachment 6
 2024 Budget Variance - August 2024
 Community Safety (Fire) Capital Projects

		a)	b)	c)	d) = a) - c)
Cost Center	2024 Community Safety (Fire) Capital Projects (As per Capital Works Plan and Amendments)	Total Approved Budget as of Dec. 31, 2024	Total Actuals From Project Start to August 31, 2024	Projected Costs as of Dec. 31, 2024	Projected Variance As of Dec. 31, 2024 \$ Surplus/(Deficit)
0007	Pagers	\$ 2,400	\$ -	\$ 1,300	\$ 1,100
0008	Firefighter Helmets	\$ 4,200	\$ 3,403	\$ 3,500	\$ 700
0009	Firefighter Boots	\$ 3,000	\$ -	\$ 700	\$ 2,300
0010	Bunker Gear	\$ 21,000	\$ 33,073	\$ 33,073	\$ (12,073)
9999	SCBA Cylinders	\$ 140,000	\$ 137,392	\$ 137,392	\$ 2,608
9999	Defib Replacement	\$ 19,500	\$ 18,695	\$ 18,695	\$ 805
9999	Thermal Image Cameras	\$ 20,000	\$ 15,661	\$ 15,661	\$ 4,339
	Total Community Safety	\$ 210,100	\$ 208,224	\$ 210,321	\$ (221)

Attachment 7
 2024 Budget Variance - August 2024
 Technology & Client Services Capital Projects

		a)	b)	c)	d) = a) - c)
2024 Technology & Client Services Capital Projects (As per Capital Works Plan and Amendments)		Total Approved Budget as of Dec. 31, 2024	Total Actuals From Project Start to August 31, 2024	Projected Costs as of Dec. 31, 2024	Projected Variance As of Dec. 31, 2024 \$ Surplus/(Deficit)
0011	PC Replacements	\$ 30,000	\$ 27,810	\$ 30,000	\$ -
0012	Network Upgrades	\$ 30,000	\$ 31,997	\$ 37,000	\$ (7,000)
0013	Video Surveillance	\$ 32,000	\$ 22,216	\$ 32,000	\$ -
0017	Virtual Server Upgrades	\$ 15,000	\$ 1,852	\$ 1,852	\$ 13,148
0018	Network Security	\$ 8,000	\$ -	\$ -	\$ 8,000
2416	Dayforce HCM Software Solution	\$ 245,000	\$ 47,026	\$ 245,000	\$ -
9999	GPS Data Collector Units	\$ 15,000	\$ -	\$ -	\$ 15,000
9999	FMW Updates	\$ 20,000	\$ 6,310	\$ 6,310	\$ 13,690
9999	Time and Attendance Software	\$ 50,000	\$ 2,862	\$ 50,000	\$ -
9999	Data Backup Solution	\$ 15,000	\$ 2,814	\$ 2,814	\$ 12,186
9999	A/V Systems	\$ 5,000	\$ -	\$ 5,000	\$ -
9999	Miscellaneous Software	\$ 5,000	\$ -	\$ 2,500	\$ 2,500
9999	Corporate Website	\$ 30,000	\$ 18,215	\$ 25,114	\$ 4,886
9999	Lacasse Park Sound System	\$ 22,000	\$ 21,473	\$ 21,473	\$ 527
9999	Phone System Upgrade	\$ 25,000	\$ 15,674	\$ 18,000	\$ 7,000
Total TCS		\$ 547,000	\$ 198,248	\$ 477,063	\$ 69,937

Attachment 8
2024 Budget Variance - August 2024
PWES Capital Projects

Cost Center	2024 PWES Capital Projects (including Carry Forward Projects)	a)	b)	c)	d) = a) - c)
		Total Revised 2024 Budget	Total Actuals From Project Start to August 31, 2024	Projected Costs as of Dec. 31, 2024	Projected Variance As of Dec. 31, 2024 \$ Surplus/(Deficit)
0002	Road Paving - Asphalt	\$ 670,930	\$ 628,766	\$ 670,930	\$ -
0002	Road Tar and Chip	\$ 132,690	\$ -	\$ 132,690	\$ -
0002	Road Paving - Crack Sealing	\$ 132,690	\$ -	\$ 132,690	\$ -
0001	Sidewalk Repair	\$ 69,000	\$ 18,060	\$ 50,000	\$ 19,000
1910	CR 46/Webster/Laval Sanitary Sewer Ext.	\$ 4,131,000	\$ 477,429	\$ 3,956,000	\$ 175,000
1911	Delduca Drive Sanitary Sewer	\$ 5,840,300	\$ 4,323,702	\$ 5,560,300	\$ 280,000
1913	Sanitary Sewer Model Update	\$ 385,000	\$ 356,246	\$ 375,000	\$ 10,000
1915	Scully & St. Mark's Storm PS/Riverside Drive	\$ 23,346,900	\$ 2,949,324	\$ 14,000,000	\$ 9,346,900
1921	MRSPA Stormwater Infrastructure	\$ 2,780,000	\$ 1,437,200	\$ 1,587,200	\$ 1,192,800
2011	Stormwater Rate Study	\$ 45,000	\$ 35,446	\$ 35,446	\$ 9,554
2012 / 6036	Tecumseh Hamlet SPA EA FSR	\$ 1,006,000	\$ 279,644	\$ 1,016,000	\$ (10,000)
2101	Lesperance Road Trail - CR22 to CR42	\$ 2,632,178	\$ 272,333	\$ 2,382,000	\$ 250,178
2109	Pike Creek Drain at Baseline Road (1005)	\$ 250,000	\$ -	\$ -	\$ 250,000
2113	Hwy 3-CR 34 Water Valve Replacement	\$ 456,300	\$ 21,042	\$ 50,000	\$ 406,300
2116	PJ Cecile Storm Pump Station	\$ 11,639,800	\$ 369,139	\$ 540,000	\$ 11,099,800
2122	CR 19 Improvements (CR 22 to Jamsyl) W-2B	\$ 1,022,000	\$ 14,803	\$ 50,000	\$ 972,000
2129	Centennial & Woodridge Watermain Replacements	\$ 4,562,000	\$ 102,791	\$ 150,000	\$ 4,412,000
2205	8th Concession Sanitary Sewer By-law	\$ 45,000	\$ 44,423	\$ 45,000	\$ -
2206	TSPA Northwest W&WW Infrastructure (W-1; WW-1; WW-2)	\$ 23,562,400	\$ 630,242	\$ 750,000	\$ 22,812,400
2301	Lesperance Road (Riverside to First) & Little River Trail	\$ 5,050,000	\$ 85,014	\$ 200,000	\$ 4,850,000
2303	CR 46 Municipal Class EA	\$ 80,000	\$ -	\$ 40,000	\$ 40,000
2305	MECP Consolidated Linear Infrastructure	\$ 67,500	\$ -	\$ 25,000	\$ 42,500
2314	CR43 Trunk Watermain W-4 (CP Rail to CR42)	\$ 3,161,200	\$ 90,083	\$ 3,161,200	\$ -
2401	2024 Road Needs Study	\$ 160,000	\$ 31,393	\$ 160,000	\$ -
2402	Boulevard Street Trees	\$ 125,000	\$ 99,299	\$ 125,000	\$ -
2403	Lesperance Right Turn Lane at CR22	\$ 400,000	\$ 8,395	\$ 40,000	\$ 360,000
2404	Riverside Drive Street Light Improvements	\$ 250,000	\$ -	\$ 30,000	\$ 220,000
2405	Traffic Signal Upgrades (movement detection cameras)	\$ 100,000	\$ -	\$ -	\$ 100,000
2406	2024 Bridge and Culvert Needs Study (>3m Span)	\$ 50,000	\$ 10,363	\$ 50,000	\$ -
2407	Tecumseh Water Tower - Internal Cleaning and Inspection	\$ 32,000	\$ -	\$ 32,000	\$ -
2408	Arbour Street to Southfield Lane Watermain	\$ 260,000	\$ 5,990	\$ 260,000	\$ -
2409	Brouillette Court Watermain Replacement	\$ 255,000	\$ -	\$ 50,000	\$ 205,000
2410	Fire Hydrant Upgrades	\$ 20,000	\$ -	\$ 20,000	\$ -
2411	Watermain Auto Flusher Replacements	\$ 45,000	\$ -	\$ 55,000	\$ (10,000)
2412	Little River Pollution Control Plant Municipal Class EA	\$ 60,000	\$ 43,069	\$ 100,000	\$ (40,000)
2413	Wastewater Pump Stn Improvements (Sylvestre; Gauthier; St. Alphonse)	\$ 175,000	\$ -	\$ 175,000	\$ -
2417	Cedarwood Sanitary Pump Station	\$ 9,000,000	\$ -	\$ 60,000	\$ 8,940,000
2418	Banwell Road Corridor (Mulberry to CP Rail) - Town Ancillary Works	\$ 1,992,000	\$ -	\$ 400,000	\$ 1,592,000
2419	School Safety Zones	\$ 180,000	\$ -	\$ 125,000	\$ 55,000
2420	Urban Forestry and Naturalization Master Plan	\$ 200,000	\$ -	\$ 20,000	\$ 180,000
9900	Annual Project Contingency	\$ 250,000	\$ -	\$ 250,000	\$ -
Total PWES		\$ 104,621,888	\$ 12,334,194	\$ 36,861,456	\$ 67,760,432

Cost Center	Annual General Lifecycle Repairs - Projects:	Total Actuals From Project Start to August 31, 2024	Projected Costs as of Dec. 31, 2024
9900	CR11 Water Hydrant Maintenance	\$ 27,475	\$ 30,000
9900	Water Services Parts Washer	\$ -	\$ 60,000
9900	South Tecumseh Water Distribution Model	\$ 3,850	\$ -
9900	Asset Management Plan Update	\$ -	\$ 25,000
9900	Banwell watermain replacement north of Intersection	\$ -	\$ 45,000
Total PWES Annual General Lifecycle Repairs		\$ 31,326	\$ 160,000

Attachment 9
 2024 Budget Variance - August 2024
 Building Capital Projects

		a)	b)	c)	d) = a) - c)
2024 Buildings Capital Projects (As per Capital Works Plan and Amendments)		Total Approved Budget as of Dec. 31, 2024	Total Actuals From Project Start to August 31, 2024	Projected Costs as of Dec. 31, 2024	Projected Variance As of Dec. 31, 2024 \$ Surplus/(Deficit)
2002	CADA Library Architect Services (CFWD)	\$ 86,500	\$ 90,299	\$ 90,299	\$ (3,799)
2002	CADA Library Building Renovations	\$ 1,380,907	\$ 1,338,083	\$ 1,338,083	\$ 42,824
2302	PWES Staff Building Improvements - Design	\$ 66,000	\$ 51,600	\$ 66,000	\$ -
2302	PWES Staff Building Improvements - Project	\$ 630,547	\$ 116,867	\$ 630,547	\$ -
2306	Maidstone Recreation Centre - Outdoor Washrooms (CFWD)	\$ 625,000	\$ 61,150	\$ 625,000	\$ -
4071	Dresden Park - Replacement Pavilion	\$ 75,000	\$ 5,495	\$ 75,000	\$ -
9900	Annual General Building Repairs	\$ 40,000	\$ 31,008	\$ 40,000	\$ -
9999	St. Clair Beach Comm. Centre 'B' Side HVAC Replacement	\$ 30,000	\$ -	\$ 30,000	\$ -
9999	Cenotaph	\$ 25,000	\$ -	\$ 25,000	\$ -
9999	Lesperance Log Cabin - Roof Replacement	\$ 7,250	\$ -	\$ 7,250	\$ -
Total Buildings		\$ 2,966,204	\$ 1,694,503	\$ 2,927,180	\$ 39,024

Annual General Building Repairs - Projects:		Total Actuals as of August 31, 2024	Projected Costs as of Dec. 31, 2024
9900	St. Clair Beach Community Center Refresh	\$ 22,107	\$ 22,107
9900	HBMA of Lanoue Street Building	\$ 8,900	\$ 8,900
Total Buildings Annual General Building Repairs		\$ 31,008	\$ 31,007

Electric Vehicle (EV) Charging Stations - Projects:		Total Actuals as of August 31, 2024	Projected Costs as of Dec. 31, 2024
9900	Town Hall Center Park- EV Charging Stations	\$ 7,531	\$ 7,531
Total Buildings Electric Vehicle (EV) Charging Stations		\$ 7,531	\$ 7,531

Attachment 10
2024 Budget Variance - August 2024
Tender Results

Project	Awarded to	Department	Amount
HRIS HR & Payroll	Dayforce	Finance / HR	\$ 245,000.00
Provision of Group Benefits	Dejardins and Greenshield	HR	\$ 194,180.00
Tecumseh Arena Rubber floor Replacement	Jones Carpet Services	Recreation	\$ 334,747.62
Integrity Commissioner 2024	ADR Chambers Inc.	Clerks & Legal	\$350/Hour
11th Concession Drain Branch in the Town of Tecumseh	DiMenna Excavating	Engineering	\$ 28,925.00
Diesel Contour Striping Mower	Podolinsky Equipment	Parks	\$ 126,148.45
External Audit Services 2024	KPMG	Finance	\$ 30,200.00
2024 Jacobsen HR700 Area Rotary Mower	G.C.Duke	Parks	\$ 124,301.00
Maidstone Recreation Centre Outdoor Washrooms	Greenlight General Contracting	Recreation	\$ 514,000.00
Town of Tecumseh Public Works Renovation	Greenlight General Contracting	Public Works	\$ 684,500.00
Lesperance Road Multi use Pathway	Total Source	Engineering	\$ 1,996,305.00
Manning Tecumseh Rd District Land use Policy	WSP	Engineering	\$ 39,770.00
Consulting Services for Review an analysis of School Safety Zones	WSP	Engineering	\$ 74,508.00
Benefit Broker	NFP	HR	\$ 25,000.00
Swimming Pool Resurfacing	Reca Vinyl Works	Recreation	\$ 270,892.47
Lacasse Park Parking Lot and Trail Improvement Tender	Piera Con Enterprises	Recreation	\$ 1,068,049.50
Tecumseh Areana Interior Refresh	TCI Titan Contracting	Recreation	\$ 2,541,618.16
Asphalt Paving	GIP Paving	PW	\$ 659,325.00
Tar, Chip and Crack Seal in the Town of Tecumseh	Shepley Excavating	PW	\$ 260,790.00
2024 Bridge Needs Study	Dillon	Engineering	\$ 43,400.00
2024 HVAC Service Plan Contract	Lekter Industrial Services Inc.	Recreation	\$ 18,040.00
2024 Lesperance Rd County Westlake Drive	RC Spencer	Recreation	\$ 60,000.00
2024 Road Needs Study	Dillon	Engineering	\$ 130,550.00
Appointment for Project Consultant for CRS Capital Projects	Mr. Mike Smithson	Recreation	\$ 67,500.00
Appointment of consultant for Architectural services and Engineering for Lakewood Park South	Ron Koudy's Landscape Architects Inc.	Recreation	\$ 97,900.00
Appointment of Consultant for Development of The Wellness Campus Concept	J5 Design	Recreation	\$ 46,000.00
Appointment of Consulting for Energy Conservation & Demand Management	Matrix Solutions Inc.	Recreation	\$ 44,835.00

Attachment 10
2024 Budget Variance - August 2024
Tender Results

Project	Awarded to	Department	Amount
Architect Services Arena	Archon Architects	Recreation	\$ 82,700.00
Cloud Strategy Project award	Perry Group	IT	\$ 21,840.00
Consultant for architectural services and engineering at Lacasse Park	Ron Koudy's Landscape Architects Inc.	Recreation	\$ 30,960.00
Evaporative Condenser Tecumseh Arena	Toromont	Recreation	\$ 197,671.25
Federal Housing Accelerator Fund Initiative 1 Implementation Planning Services WSP	WSP	Engineering	\$ 79,672.50
Furnishing inground dugouts at Lacasse Park	PTY Sports	Recreation	\$ 15,000.00
GHD Digital Govstack Website Migration	GHD Digital	IT	\$ 25,114.14
Heat Exchanges Tecumseh Arena	KZ Plumbing & Heating	Recreation	\$ 20,429.00
Federal Housing Accelerator Fund Initiative Project Management	Miller Silani	Engineering	\$ 86,000.00
Kubota Mowers and Tractor	Southpoint Equipment	Parks	\$ 136,244.89
Maidstone Recreation Centre New Septic System	Glen Knight Septic Tank Service	Recreation	\$ 124,510.00
Restoration of the Baseball Scoreboard and Dimensional Logos at Lacasse Park	Fast Signs	Recreation	\$ 32,685.00
Parking Barrier Arm Gate for Lakewood Park S.	Ontario Parking System	Recreation	\$ 37,000.00
St Clair Beach Community Centre B Side HVAC Replacement	KZ Plumbing & Heating	Recreation	\$ 30,898.00
Graphic Design for Finance Budget Document	Douglas Marketing Group	Finance	\$ 5,000.00
New Granite for Cenotaph	Excelsior Monuments Inc,	Recreation	\$ 13,996.00
Benefit Broker	NFP	HR	\$ 25,000.00
Swimming Pool Resurfacing	Reca Vinyl Works	Recreation	\$ 300,000.00
Shuttleworth Drain Repair and Improvement	Murray Mills	Engineering	\$ 190,726.00
Pavilion Structure Dresden Park	Henderson Recreation Equipment Ltd.	Recreation	\$ 63,136.80



The Corporation of the Town of Tecumseh

Public Works & Engineering Services

To: Mayor and Members of Council

From: Phil Bartnik, Director Public Works & Engineering Services

Date to Council: November 12, 2024

Report Number: PWES-2024-52

Subject: Trans Canada Trail Registration
Town of Tecumseh Multi-Use Pathways: Riverside Drive (from the City of Windsor to Brighton Road) and Brighton Road (from Riverside Drive to the Tecumseh Road Roundabout)

Recommendations

It is recommended:

That Report No. PWES-2024-52 Trans Canada Trail Registration, Town of Tecumseh Multi-Use Pathways: Riverside Drive (from the City of Windsor to Brighton Road) and Brighton Road (from Riverside Drive to the Tecumseh Road Roundabout), **be received;**

And that By-law No. 2024-090 be given first, second, third and final reading, **to authorize** the Mayor and Clerk to execute the Registration Agreement with the Trans Canada Trail, which will enable application to the Trans Canada Trail's Capital Improvement Program.

Background

The Trans Canada Trail is a designated trail system that crosses all provinces and territories and reaches all three of Canada's coastlines. As the longest multi-use trail network in the world, it spans 28,000 kilometers and serves as an accessible nationwide trail system connecting communities across Canada.

Trans Canada Trail (TCT) is an organization that advocates for Canada's nationwide trail system, with the intention of providing guidance, funding and other resources to communities who operate multi-use trails within their community.

Comments

Trans Canada Trail (TCT) has been in contact with the County Wide Active Transportation System (CWATS) committee, which is comprised of representatives from the County of Essex and local municipalities including the Town, to discuss the registration of CWATS routes as part of the Trans Canada Trail. TCT then contacted Tecumseh Administration directly, identifying a gap in their network designation east of Windsor's Ganatchio Trail which is already designated as part of the Trans Canada Trail.

Initial discussions took place between Administration and TCT regarding potential funding opportunities for one of the Town's trail expansion projects, particularly the 'Riverside Drive East Pathway Improvements Project'. This work is identified in the Public Works & Engineering Service Five-Year Capital Works Plan, which was approved by Council at their Regular Council Meeting held on February 13, 2024, under Report [PWES-2024-07](#) (Motion: RCM-21/24). That work would consist of construction of a multi-use pathway on the south side of Riverside Drive East between Arlington Boulevard and Kensington Boulevard, which would connect the existing multi-use pathways in Tecumseh and have the effect of completing the Riverside Drive trail. It was noted that this short, incomplete segment was not registered as part of the Trans Canada Trail and therefore was not eligible for any funding opportunities. This prompted further discussion on the potential registration of the full extent of multi-use pathways that create a singular linkage along Riverside Drive (from the City of Windsor limits to Brighton Road) as well as Brighton Road (from Riverside Drive to the Tecumseh Road Roundabout), which ultimately connects to active transportation networks in the Municipality of Lakeshore.

Administration is recommending including the network of multi-use pathways within the Town's municipal limits along Riverside Drive and Brighton Road as part of the TCT registration. Refer to Attachment 1 for a map depicting the multi-use pathways being considered for registration under TCT. It illustrates that the recommended trail designation in Tecumseh would provide for the linking of the existing active transportation network in Lakeshore (situated along County Road 2) to Windsor (being the Ganatchio Trail south of Riverside Drive). Attachment 2 displays the trails which are currently registered under Trans Canada Trail in Windsor-Essex County. In addition to the City of Windsor's Ganatchio Trail, it also includes Rt. Hon. Herb Grey Parkway (LaSalle and City of Windsor), and Chrysler Canada Greenway (Oldcastle, Harrow, Kingsville, and Leamington).

To proceed with designation of the subject multi-use pathways in Tecumseh as part of the Trans Canada Trail, the TCT requires the Town to enter into a registration agreement. This agreement which forms part of the proposed By-law has been reviewed by the Director Legislative Services & Clerk and is recommended for execution.

Consultations

Development Services
Financial Services
Legislative Services & Clerk
Trans Canada Trail

Financial Implications

There are no financial implications arising from this report.

Link to Strategic Priorities

Applicable	2023-2026 Strategic Priorities
<input checked="" type="checkbox"/>	Sustainable Growth: Achieve prosperity and a livable community through sustainable growth.
<input type="checkbox"/>	Community Health and Inclusion: Integrate community health and inclusion into our places and spaces and everything we do.
<input type="checkbox"/>	Service Experience: Enhance the experience of Team Tecumseh and our citizens through responsive and respectful service.

Report No. PWES-2024-52

November 12, 2024

Trans Canada Trail Registration

Town of Tecumseh Multi-Use Pathways: Riverside Drive (from the City of Windsor to Brighton Road) and

Brighton Road (from Riverside Drive to the Tecumseh Road Roundabout)

Page 4 of 5

Communications

Not applicable

Website

Social Media

News Release

Local Newspaper

This report has been reviewed by Senior Administration as indicated below and recommended for submission by the Chief Administrative Officer.

Prepared by:

Joseph Lappalainen, E.I.T.
Project Technician

Reviewed by:

Brian Hillman, MA, MCIP, RPP
Director Development Services

Reviewed by:

Robert Auger, LL.B.
Director Legislative Services & Clerk

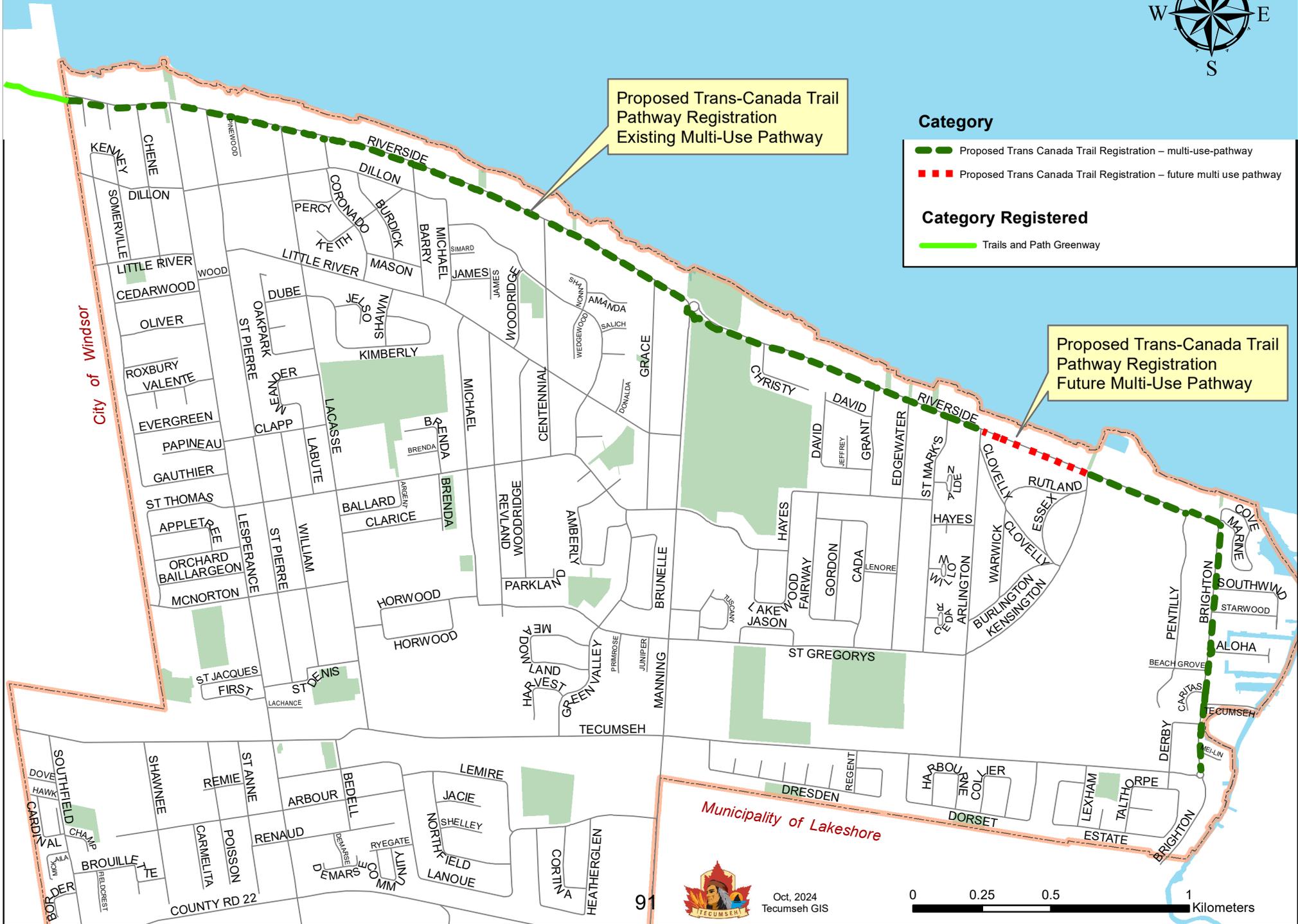
Reviewed by:

Phil Bartnik, P.Eng.
Director Public Works & Engineering Services

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1	Proposed Trans Canada Trail Registration – Tecumseh Multi-Use Pathways Map
2	Windsor-Essex County Trans Canada Trail Map



Proposed Trans-Canada Trail Pathway Registration Existing Multi-Use Pathway

Proposed Trans-Canada Trail Pathway Registration Future Multi-Use Pathway

Category

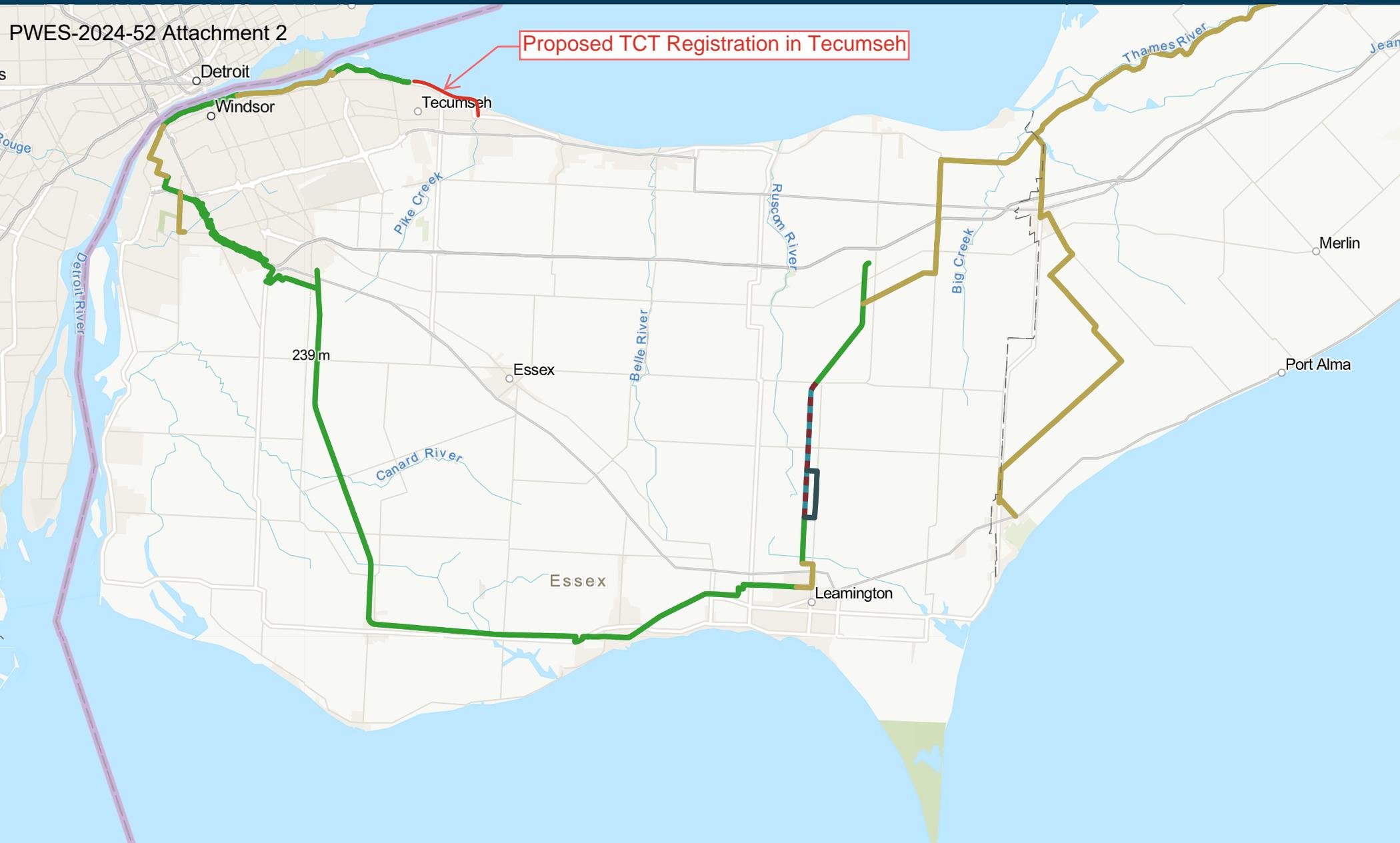
- Proposed Trans Canada Trail Registration – multi-use-pathway
- Proposed Trans Canada Trail Registration – future multi use pathway

Category Registered

- Trails and Path Greenway



PWES-2024-52 Attachment 2



Disclaimer | Avis de non-responsabilité:
 The Trans Canada Trail (TCT) is working hard to ensure the accuracy of Trail information to the best of its knowledge. The TCT makes no warranties, either expressed or implied, and assumes no responsibility for the accuracy of the data presented on the map. The Trail user assumes the entire responsibility and risk as to the use of any or all information presented on the map.

Le sentier Transcanadien (STC) travaille ardemment dans le but de s'assurer, au meilleur de ses connaissances, que les informations fournies sur le Sentier sont les plus précises et à jour possibles. Le STC ne donne aucune garantie, expresse ou implicite, et n'assume aucune responsabilité quant à l'exactitude des données présentées sur la carte. L'utilisateur du Sentier assume l'entière responsabilité quant à l'utilisation d'une partie ou de toute l'information présentée sur la carte.

For more information, visit www.tctrail.ca | Pour plus d'informations, visitez www.sentier.ca
 Trans Canada Trail © sentier Transcanadien. Source: TCT/STC, Esri. Projection: Web Mercator, WGS84, 2024-10-31.

Trail | Sentier

- Greenway Corridor vert
- Road Route
- Water Route Voie navigable

- Ferry Traversier
- Temporarily Closed Section Section temporairement fermée
- Detour Détour

Stops* | Arrêts*

- Pavilion Pavillon
- Parking Stationnement
- Access Point Point d'accès

**This information does not show at all scales. *Cette information n'est pas visible à toutes les échelles.*

- Camping
- Picnic Table Table à pique-nique
- Information

- Trailhead Point de départ
- Restroom Toilette
- Water Source Source d'eau

- Point of Interest Point d'intérêt





The Corporation of the Town of Tecumseh

Public Works & Engineering Services

To: Mayor and Members of Council

From: Phil Bartnik, Director Public Works & Engineering Services

Date to Council: November 12, 2024

Report Number: PWES-2024-53

Subject: Telecommunications Municipal Access
Agreement Xplore Inc. and Xplore Fibre L.P.

Recommendations

It is recommended:

That Report PWES-2024-53 Telecommunications Municipal Access Agreement **be received;**

And that By-law 2024-093 be considered for first, second, third and final reading, **to authorize** the Mayor and Clerk to execute a Telecommunications Municipal Access Agreement, satisfactory in form to the Town's solicitor, with Xplore Inc. and Xplore Fibre L.P. (Xplore).

Background

Accelerated High-Speed Internet Program

The Government of Ontario has committed nearly \$4B to bring access to reliable, high-speed internet to unserved and underserved communities across the province by the end of 2025. This is the largest single investment in high-speed internet, in any province, by any government in Canadian history.

This investment will help ensure that every household and business, in every community, has access to the digital world. On April 12, 2021, the Ontario Legislature

passed the *Supporting Broadband and Infrastructure Expansion Act, 2021* to help speed up construction of high-speed internet projects. To build upon this legislation, the Ontario government passed the *Getting Ontario Connection Act, 2022*, which further reduces barriers, duplication and delays.

To connect the remaining communities across the province, Infrastructure Ontario led a procurement process that started in summer 2021 that enabled Internet Service Providers (ISPs) to bid for provincial subsidies through a series of reverse auction events for defined geographic areas. This resulted in the Province helping to connect unserved and underserved homes and businesses.

The Ontario government has signed agreements with eight (8) ISPs to bring access to municipalities across Ontario. Xplore Communications Inc. is one of those eight ISPs and received an estimated total provincial funding of \$240M for up to 54,679 premises.

Ontario high-speed internet projects and availability, specifically occurring within the Town of Tecumseh, are depicted in Attachment 1.

Comments

Xplore contacted the Town of Tecumseh in August 2024 for the authorization to work within the municipal right-of-way for the purpose of installation of fibre optic cable in the rural areas of the Town. Xplore was advised that they would need to enter into a Municipal Access Agreement (MAA) with the Town prior to the installation of their fibre optic cable.

Fortunately, the Town Solicitor had previously prepared a draft MAA in accordance with the *Municipal Act*, the *Telecommunications Act*, the Canadian Radio-television and Telecommunications Commission (CRTC) guidelines, a review of recent CRTC case decisions, and consultation/negotiations with the existing telecommunications companies within the Town (i.e. Bell, Cogeco, Telus, MNSi). This has formed the basis for the MAA contained within the associated by-law for Xplore. While the other telecommunication companies were consulted throughout the creation of the draft MAA, Xplore will be the first company to execute this version of the MAA with the Town.

As outlined within the MAA, the fundamentals of the agreement are as follows:

1. Xplore may enter upon lands to lay, construct, maintain, replace, operate and repair the fibre (Section 2.1).
2. Xplore shall be entitled to obtain permits to lay fibre as set out in the agreement with a payment of \$400 per application (Schedule A, Section 1).
3. The fees set out in Schedule A, shall be subject to the Consumer Price Index.

4. The Agreement can be terminated with twenty-four (24) hours notice should there be a material breach of the terms of the Agreement (Clause 10.2).
5. Xplore shall maintain general liability insurance naming the Town as additionally insured with \$5,000,000 per occurrence (Clause 11.2(a)).
6. The MAA shall have an initial term of five (5) years commencing on the Effective Date and shall be renewed automatically for successive 5-year terms subject to renegotiation of fees set out in Schedule A.
7. Relocation costs shall be paid in accordance with Schedule C of the Agreement.

Consultations

Legislative Services & Clerk
Technology & Client Services
Edwin Law

Financial Implications

Revenues generated by the fees are \$400 per application. Based on Xplore's current expansion program it is anticipated the fees collected will be approximately \$6,000 for the initial phase.

Link to Strategic Priorities

Applicable	2023-2026 Strategic Priorities
<input type="checkbox"/>	Sustainable Growth: Achieve prosperity and a livable community through sustainable growth.
<input type="checkbox"/>	Community Health and Inclusion: Integrate community health and inclusion into our places and spaces and everything we do.
<input checked="" type="checkbox"/>	Service Experience: Enhance the experience of Team Tecumseh and our citizens through responsive and respectful service.

Communications

Not applicable

Website

Social Media

News Release

Local Newspaper

This report has been reviewed by Senior Administration as indicated below and recommended for submission by the Chief Administrative Officer.

Prepared by:

Dana Reid
Public Works & Engineering Services Assistant

Reviewed by:

Kirby McArdle, P.Eng.
Manager Public Works & Transportation

Reviewed by:

Shaun Fuerth, BCS
Director Technology & Client Services

Reviewed by:

Robert Auger, LL.B.
Director Legislative Services & Clerk

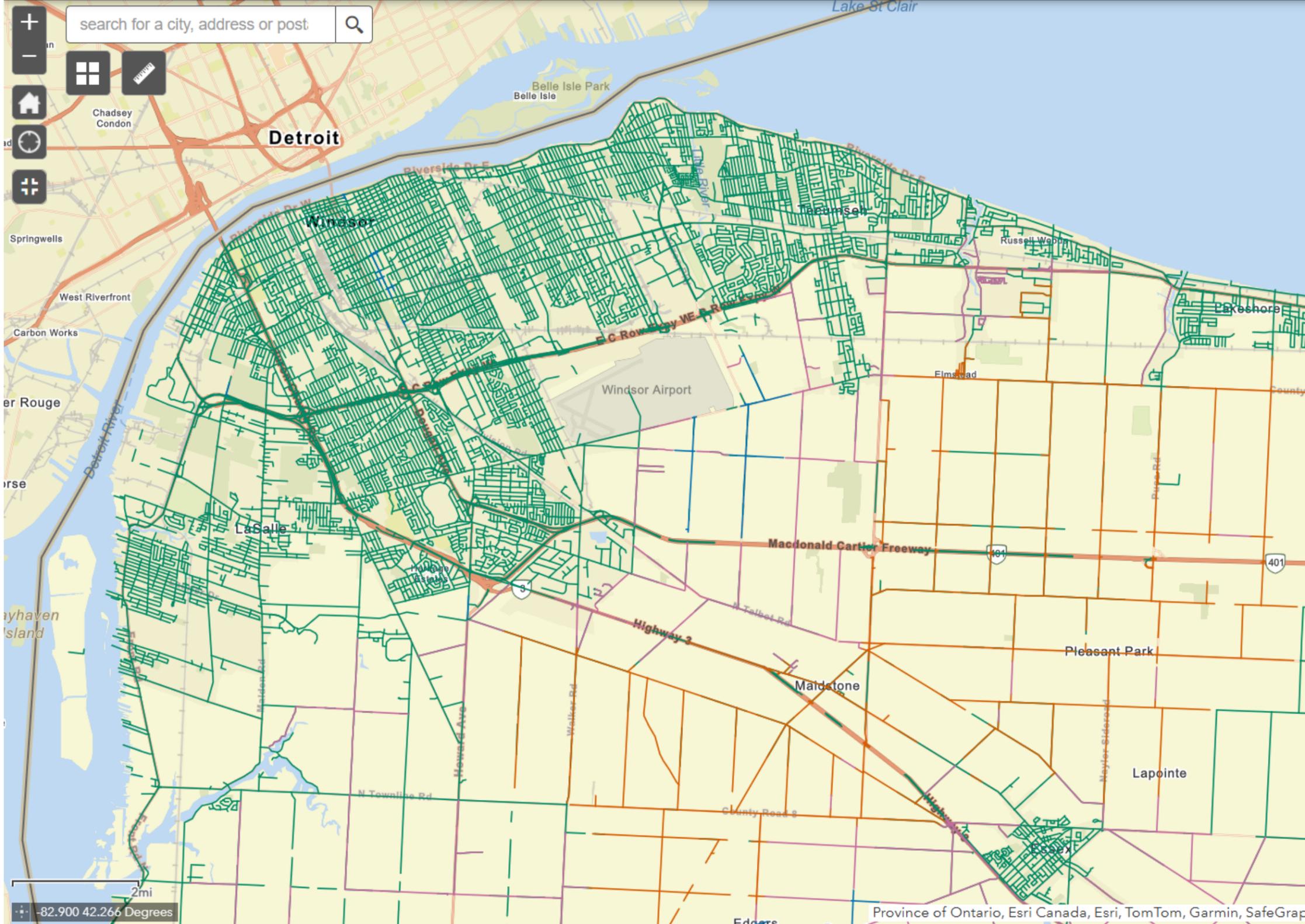
Reviewed by:

Phil Bartnik, P.Eng.
Director Public Works & Engineering Services

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1	Ontario High-Speed Internet Projects and Availability – Mapping



About  

Legend

-  **Government funded high-speed internet projects**
-  **Pending government funded high-speed internet projects**
-  **Completed government funded projects that provide high-speed internet service**
-  **Currently available high-speed internet service**

About the map

This map shows where high-speed internet access is currently available in communities across Ontario (defined as 50Mbps download and 10Mbps upload speeds, or 50/10) and where the provincial government is funding new high-speed internet projects. You can search by municipality or address to see high-speed internet access near you and click on the government funded projects (in pink, orange and blue) to learn more.

Disclaimer

This web page should be used for reference purposes only. Some of the information on this web page has been provided by external sources, and the data collected may not be complete or accurate. Further, internet providers are continually making investments in their networks. The ministry will periodically make updates when new information becomes available, including modifying project data or adding new government funded projects. If you have any questions about the map, or if you find that your address is not served, please

Province of Ontario, Esri Canada, Esri, TomTom, Garmin, SafeGraph,

The Corporation of the Town of Tecumseh

By-Law Number 2024-090

Being a by-law to authorize the execution of an Agreement with The Corporation of the Town of Tecumseh and Trans Canada Trail – Le Sentier Transcanadien

Whereas The Corporation of the Town of Tecumseh (Town) supports active transportation and the development of recreational trails for residents including the installation of a recreational multi-use trail on Riverside Drive and Brighton Road;

And whereas the Trans Canada Trail- Le Sentier Transcanadien (TCT) seeks to promote and assist with the development and use of the Trans Canada Trails of Canada and is interested in a partnership with the Town;

And whereas is desirous of entering into an agreement with TCT for the registration of the Town of Tecumseh Multi-Use Trail route of Riverside Drive and Brighton Road;

Now Therefore the Council of The Corporation of The Town of Tecumseh enacts as follows:

1. **That** the Mayor and the Clerk be authorized and empowered on behalf of The Corporation of the Town of Tecumseh, to execute an Agreement between The Corporation of the Town of Tecumseh and Trans Canada Trail- Le Sentier Transcanadien dated 12 day of November 2024, a copy of said Agreement is attached hereto and forms part of this by-law and further to do such further and other acts which may be necessary to implement the said Agreement.

Read a first, second, third time and finally passed this 12th day of November, 2024.

Gary McNamara, Mayor

Robert Auger, Clerk



Trans Canada Trail
Registration Agreement
Trail 0513 – Town of Tecumseh

MISSION: As the longest trail network in the world, the Trans Canada Trail connects Canadians and visitors to nature and to one another, from coast to coast to coast, through accessible and inclusive outdoor activities. Through collaboration and partnerships, we build, maintain and steward Canada's national trail, a unique system of connected urban and rural trails.

Reroute Registration

BETWEEN

Trans Canada Trail — Le Sentier Transcanadien
A company duly incorporated, with an office located at
321 de la Commune West, Suite 300, Montreal, Quebec, Canada, H2Y 2E1

(hereinafter referred to as "TCT")

AND

Town of Tecumseh
917 Lesperance Road, Tecumseh, Ontario, Canada, N8N 1W9

(individually, referred to as a "**Party**" and collectively referred to as the "**Parties**")

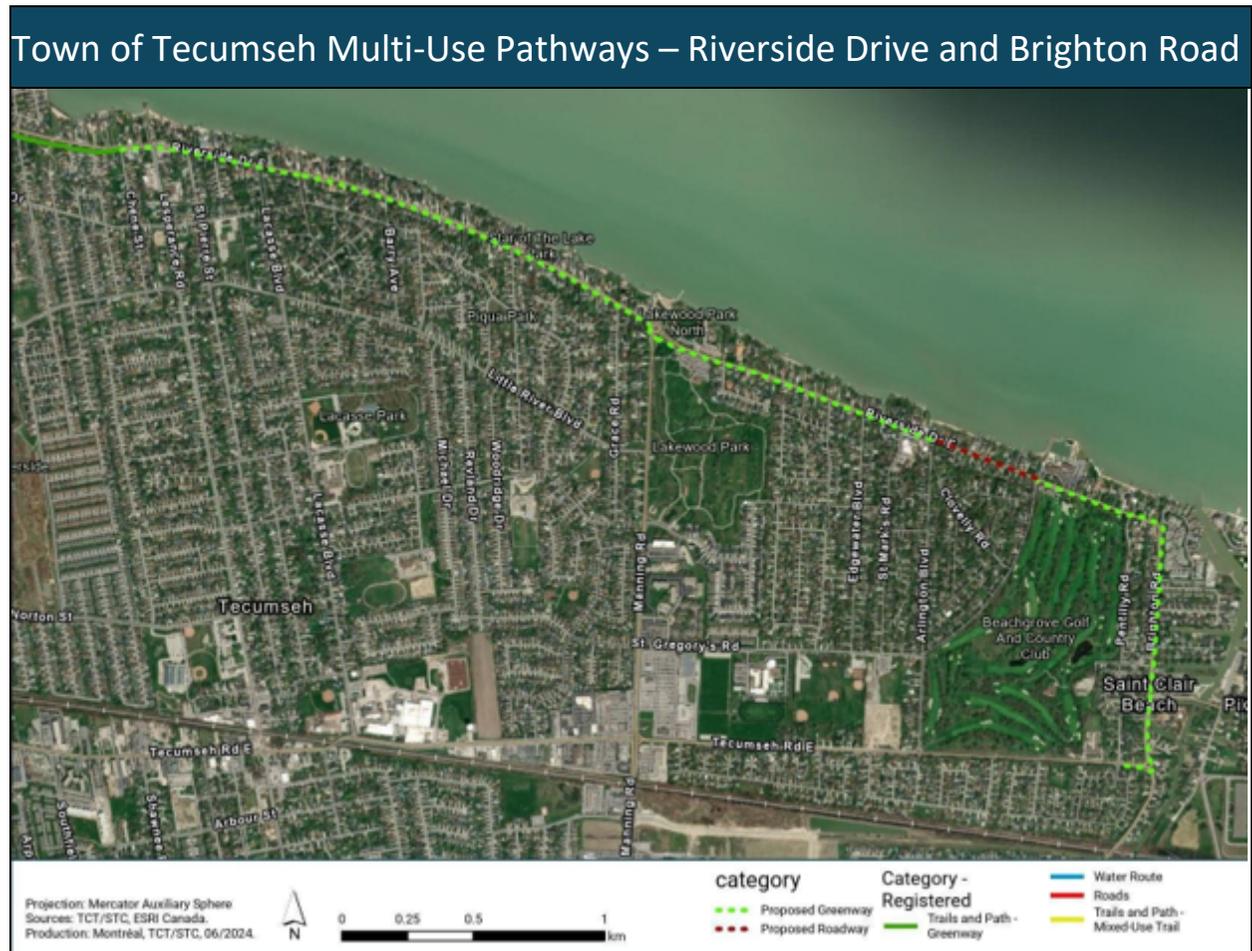
WHEREAS

TCT seeks to promote and assist in the development and use of the Trans Canada Trails of Canada – created by Trans Canada Trail and our partners – by supporting success at the local level in the continued improvement and enhancement of this national network.

THE PARTIES AGREE AS FOLLOWS

REROUTE REQUEST

This registration pertains to the portion of land demarked in the attached map.



ACKNOWLEDGEMENTS AND CONFIRMATIONS

The **Trail Operator** has reviewed and confirms that:

- As a realignment registration, the **Trail Operator** confirms that **TCT** wayfinder signs have been ordered, or are in hand, and will be installed based on the agreed plan.
- This realignment does not remove the obligation and liabilities of the **Trail Operator** to manage and maintain the trail and routing.

AUTHORIZED SIGNATURES

By signing below the **Trail Operator** confirms that it has reviewed the reroute request to realign the **TCT** and has found no issues with the request. The **Trail Operator** approves the realignment of the **TCT** routing to proposed routing indicated in the attached map.

The undersigned hereby certify the following:

- I am duly authorized to bind our organization
- The information included in this Reroute Registration, including appendices, is accurate.

The Corporation of the Town of Tecumseh

Trans Canada Trail

Per: _____
Gary McNamara, Mayor

Per: _____
Stacey Dakin, Chief Program Officer

I have authority to bind.

Per: _____
Robert Auger, Director, Legislative
Services and Clerk

We have authority to bind.

The Corporation of the Town of Tecumseh

By-Law Number 2024-092

Being a By-law to authorize the execution of an Agreement with His Majesty the King of Right of Canada, as represented by the Minister of Housing, Infrastructure and Communities

Whereas His Majesty the King in right of Canada as represented by the Minister of Housing, Infrastructure and Communities (Canada) is responsible for the Program entitled the Disaster Mitigation and Adaptation Fund (Program);

And Whereas The Corporation of the Town of Tecumseh (Town) has submitted to Canada a proposal for the funding of improvements to the Cedarwood Sanitary Pump Station Reconstruction Project (Project) which qualifies for support under the Program;

And Whereas the Town is responsible for carrying out the Project and Canada wishes to provide financial support for the Project and its objectives;

And Whereas the Town is desirous of entering into an Agreement with Canada for the funding of the Project under the Program;

And Whereas pursuant to the Municipal Act, S.O. 2001, c.25 s.5 (3), the powers of a municipality shall be exercised by by-law.

Now Therefore the Council of The Corporation of The Town of Tecumseh enacts as follows:

1. **That** the Mayor and Clerk be authorized and empowered on behalf of The Corporation of the Town of Tecumseh to execute an Agreement for Cedarwood Sanitary Pump Station Reconstruction Project for funding under the Disaster Mitigation and Adaptation Program, a copy of which Agreement is attached hereto and forms part of this By-law and to do such further and other acts which may be necessary to implement the said Agreement.

Read a first, second, third time and finally passed this 12th day of November, 2024.

Gary McNamara, Mayor

Robert Auger, Clerk

**CANADA – THE CORPORATION OF THE TOWN OF TECUMSEH
DISASTER MITIGATION AND ADAPTATION FUND**

**AGREEMENT FOR THE CEDARWOOD SANITARY PUMP STATION RECONSTRUCTION
PROJECT**

This Agreement is made as of the date of last signature

BETWEEN: **HIS MAJESTY THE KING IN RIGHT OF CANADA**, as represented by the Minister of Infrastructure and Communities, hereinafter referred to as the Minister of Housing, Infrastructure and Communities (“Canada”)

AND

THE CORPORATION OF THE TOWN OF TECUMSEH continued or incorporated pursuant to the Municipal Act, 2001, S.O. 2001, C.25 (the “Recipient”),

individually referred to as a “Party” and collectively referred to as the “Parties”.

RECITALS

WHEREAS the Government of Canada established the \$2 billion Disaster Mitigation and Adaptation Fund in Budget 2017;

WHEREAS the Government of Canada established a top up of \$1.375 billion for the Disaster Mitigation and Adaptation Fund in Budget 2021;

WHEREAS the Government of Canada established a top up of \$489.1 million for the Disaster Mitigation and Adaptation Fund in the 2022 Government of Canada Adaptation Action Plan;

WHEREAS, the Minister of Housing, Infrastructure and Communities is responsible for the Disaster Mitigation and Adaptation Fund (the “Program”);

WHEREAS the Recipient has submitted to Canada a proposal for the funding of the Cedarwood Sanitary Pump Station Reconstruction Project (“the Project”) which qualifies for support under the Program;

AND WHEREAS the Recipient is responsible to carry out the Project and Canada wishes to provide financial support for the Project and its objectives;

NOW THEREFORE, in accordance with the mutual covenants and agreements herein, the Parties hereby agree as follows:

1. INTERPRETATION

1.1 DEFINITIONS

In addition to the terms and conditions defined in the recitals and elsewhere in this Agreement, a capitalized term has the meaning given to it in this Subsection.

“**Agreement**” means this contribution agreement and all its schedules, as may be amended from time to time.

“**Agreement End Date**” means March 31, 2033, unless terminated earlier in accordance with this Agreement.

“**Asset**” means any real or personal property or immovable or movable asset acquired, purchased, constructed, rehabilitated or improved, in whole or in part, with funds contributed by Canada under the terms and conditions of this Agreement, including but not limited to any Non-owned Asset.

“**Asset Disposal Period**” means the period commencing from the Effective Date and ending twenty (20) years after the Project’s Substantial Completion Date..

“**Communications Activity**” or “**Communications Activities**” means, but is not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos,

videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products and all related communication materials.

“**Community Employment Benefits**” means the reporting requirement as described in clause 3.2 e) (Commitments by the Recipient).

“**Contract**” means an agreement between the Recipient and a Third Party whereby the latter agrees to supply a product or service to the Project in return for financial consideration.

“**Declaration of Substantial Completion**” means a declaration in the form substantially prescribed in Schedule D (Declaration of Substantial Completion).

“**Effective Date**” means the date of last signature of this Agreement.

“**Eligible Expenditures**” means those costs of the Project incurred by the Recipient and eligible for reimbursement by Canada as set out in Schedule A (Eligible and Ineligible Expenditures).

“**Fair Value**” means the amount that would be agreed upon in an arm’s length transaction between knowledgeable, willing parties who are under no compulsion to act.

“**Final Claim Date**” means a date no later than three (3) months prior to the Agreement End Date.

“**Final Report**” means the report described in Subsection 8.2 (Final Report).

“**Fiscal Year**” means the period beginning April 1 of a year and ending March 31 of the following year.

“**In-Kind Contributions**” means non-monetary contributions of goods, services or other support provided by the Recipient, or to the Recipient by a third party for the Project, for which Fair Value is assigned, but for which no payment occurs.

“**Joint Communications**” means events, news releases and signage that relate to the Agreement and are collaboratively developed and approved by the Parties and are not operational in nature.

“**Non-owned Asset**” means an Asset to which the Recipient does not hold the title and ownership.

“**Oversight Committee**” means the committee established pursuant to Section 5 (Oversight Committee).

“**Progress Report**” means the report described in Subsection **Error! Reference source not found.** (Progress Report).

“**Project**” means the project as described in Schedule B (Project Details).

“**Project Approval Date**” means May 13, 2024 which is the date indicated by Canada in writing to the Recipient following Canada’s approval in principle of the Project.

“**Project Completion Date**” means the date at which all funded activities of the Project under this Agreement have been completed and which must be no later than December 31, 2032.

“**Project Component**” means any of the components of the Project as described in Schedule B2 (Project Components and Cashflow).

“**Program**” means the Disaster Mitigation and Adaptation Fund Program.

“**Substantial Completion Date**” means the date on which the Project can be used for the purpose for which it was intended as described in Schedule B1 (Project Description) and as will be set out in Schedule D (Declaration of Substantial Completion).

“**Third Party**” means any person or legal entity, other than a Party, who participates in the implementation of the Project by means of a Contract.

“**Total Financial Assistance**” means total funding from all sources towards Total Expenditures of the Project, including funding from the Recipient and federal, provincial, territorial, and municipal governments as well as funding from other sources, private financial sources and In-Kind Contributions.

1.2 ENTIRE AGREEMENT

This Agreement, including the recitals, comprises the entire agreement between the Parties in relation to the subject of the Agreement. No prior document, negotiation, provision, undertaking or agreement has legal effect, unless incorporated by reference into this Agreement. No representation or warranty expressed, implied or otherwise, is made by Canada to the Recipient except as expressly set out in this Agreement.

1.3 DURATION OF AGREEMENT

This Agreement will be effective as of the Effective Date and will terminate on the Agreement End Date subject to early termination in accordance with this Agreement.

1.4 SCHEDULES

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

Schedule A – Eligible and Ineligible Expenditures

Schedule B – Project Details

Schedule C – Communications Protocol

Schedule D – Declaration of Substantial Completion

2. PURPOSE OF AGREEMENT

- a) The purpose of this Agreement is to establish the terms and conditions whereby Canada will provide funding to the Recipient for the Project.
- b) The parties acknowledge that their contributions to the Project are meant to accrue to the public benefit.

3. OBLIGATION OF THE PARTIES

3.1 COMMITMENTS BY CANADA

- a) Canada agrees to pay a contribution to the Recipient of not more than forty percent (40%) of the total Eligible Expenditures for the Project but only up to a maximum of three million six hundred thousand dollars (\$3,600,000).
- b) Canada will pay the contribution in accordance with the terms and conditions of this Agreement and the Fiscal Year breakdown in Schedule B2 (Project Components and Cashflow).
- c) The Parties acknowledge that Canada's role in the Project is limited to making a financial contribution to the Recipient for the Project and that Canada will have no involvement in the implementation of the Project or its operation. Canada is neither a decision-maker nor an administrator to the Project.
- d) If Canada's total contribution towards the Project exceeds forty percent (40%) of the Project's total Eligible Expenditures or if the Total Financial Assistance received or due in respect of the total Project costs exceeds one hundred per cent (100%) thereof, Canada may recover the excess from the Recipient or reduce its contribution by an amount equal to the excess.

3.2 COMMITMENTS BY THE RECIPIENT

- a) The Recipient will ensure the Project is completed in a diligent and timely manner, as per the Project Details outlined in Schedule B, within the costs and deadlines specified in this Agreement and in accordance with the terms and conditions of this Agreement.
- b) The Recipient will be responsible for all costs of the Project including cost overruns, if any.
- c) The Recipient will be responsible for any and all costs associated with the Project should the Project be withdrawn or cancelled, and the Recipient will repay to Canada any payment received for disallowed costs and all ineligible costs, surpluses, unexpended contributions, and overpayments made under and according to the terms and conditions of this Agreement.
- d) The Recipient will ensure that the greenhouse gas emissions assessment that includes a cost-per-tonne calculation for the Project is completed to Canada's satisfaction and submitted to Canada within six months of the Effective Date and prior to Canada flowing funds, unless otherwise required by Canada.
- e) The Recipient will report on Community Employment Benefits provided to at least three federal target groups (apprentices, Indigenous peoples, women, persons with disabilities, veterans, youth, recent immigrants, or small- and medium-sized

enterprises and social enterprises) and submit to Canada with annual updates until Project completion as per clause 8.1 c) (Progress Report).

- f) The Recipient will promptly inform Canada of the Total Financial Assistance received or due for the Project.
- g) During the Asset Disposal Period, the Recipient will ensure that it acquires, secures and maintains all necessary rights, interests, permissions, permits, licenses, approvals, registrations, and any other authorizations, to carry out the Project and to provide the ongoing operation, maintenance, and repair of any Asset, in accordance with this Agreement.
- h) The Recipient will ensure the ongoing operation, maintenance, and repair of any Asset in relation to the Project, as per appropriate standards, during the Asset Disposal Period.
- i) At the request of Canada, the Recipient will declare to Canada any amounts owing to the federal Crown, under legislation or contribution agreements, which constitute an overdue debt. The Recipient recognizes that any such amount owing is a debt due to the federal Crown and may be set-off by Canada in accordance with Subsection 18.5 (Set-off by Canada).
- j) The Recipient will inform Canada immediately of any fact or event that will compromise wholly or in part the Project.
- k) The Recipient agrees that material changes to the Project will require Canada's consent, which may be subject to terms and conditions, and a corresponding amendment to the Agreement. Material changes are those determined by Canada to be material, including but not limited to changes in scope or timing of the Project or changes that reduce the outcomes of the Project. For clarity, in such cases, Canada may with advance notice, reduce or terminate any payment under this Agreement. Canada will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any such reduction or termination of funding.

3.3 APPROPRIATIONS AND FUNDING LEVELS

Notwithstanding Canada's obligation to make any payment under this Agreement, this obligation does not arise if, at the time when a payment under this Agreement becomes due, the Parliament of Canada has not passed an appropriation that is sufficient and constitutes lawful authority for making the payment. Canada may reduce or terminate any payment under this Agreement in response to the reduction of appropriations or departmental funding levels in respect of transfer payments, the Program under which this Agreement was made or otherwise, as evidenced by any appropriation act or the federal Crown's main or supplementary estimates expenditures. Canada will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any such reduction or termination of funding.

3.4 FISCAL YEAR BUDGETING

- a) The amount of the contribution payable by Canada for each Fiscal Year of the Project is set out in Schedule B2 (Project Components and Cashflow).
- b) If the actual amount payable by Canada in respect of any Fiscal Year of the Project is less than the estimated amount in Schedule B2 (Project Components and Cashflow), the Recipient may request that Canada re-allocate the difference between the two amounts to a subsequent Fiscal Year. Subject to Subsection 3.3 (Appropriations and Funding Levels), Canada agrees to make reasonable efforts to accommodate the Recipient's request. The Recipient acknowledges that requests for re-allocation of Project funding will require appropriation adjustments or federal Crown approvals.
- c) In the event that any requested re-allocation of Project funding is not approved, the amount of Canada's contribution payable pursuant to Subsection 3.1 (Commitments by Canada) may be reduced by the amount of the requested re-allocation. If the contribution payable by Canada pursuant to Subsection 3.1 (Commitments by Canada) is so reduced, the Parties agree to review the effects of such reduction on the overall implementation of the Project and to adjust the terms and conditions of this Agreement as appropriate.

3.5 CHANGES DURING THE LIFE OF THE PROJECT

- a) Where a change to this Agreement is contemplated, the Recipient will submit to Canada a request for a change.

- b) Where the change is approved by Canada, the Parties will execute the corresponding amendment to the Agreement in accordance with Subsection 18.13 (Amendments).

3.6 INABILITY TO COMPLETE PROJECT

If, at any time during the term of this Agreement, one or all of the Parties determine that it will not be possible to complete the Project for any reason, the Party will immediately notify the other Party of that determination and Canada may suspend its funding obligation. The Recipient will, within thirty (30) business days of a request from Canada, provide a summary of the measures that it proposes to remedy the situation. If Canada is not satisfied that the measures proposed will be adequate to remedy the situation, then this will constitute an Event of Default under Section 15 (Default) and Canada may declare a default pursuant to Section 15 (Default).

3.7 CONDITIONS PRECEDENT

- a) Condition

The Recipient agrees that Canada has no obligation to make payments under this Agreement unless and until:

- i. The Recipient completes a greenhouse gas emissions assessment that includes a cost-per-tonne calculation for the Project to Canada's satisfaction and provides it to Canada.

- b) Remedy

In the event that the Recipient is unable to meet the condition(s) set out in clause 3.7 (a) (Condition), Canada may terminate this Agreement. Canada will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from the termination of this Agreement.

4. THE RECIPIENT REPRESENTATIONS AND WARRANTIES

The Recipient represents and warrants to Canada that:

- a) The Recipient has the capacity and authority to enter into and execute this Agreement as duly authorized by The Corporation of the Town of Tecumseh Council Resolution (Motion: RCM-163/24), dated July 9, 2024;
- b) The Recipient has the capacity and authority to carry out the Project;
- c) the Recipient has the requisite power to own the Assets or it will secure all necessary rights, interests, and permissions in respect of the Assets, during the Asset Disposal Period;
- d) This Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms and conditions;
- e) All information submitted to Canada as set out in this Agreement is true, accurate, and was prepared in good faith to the best of its ability, skill, and judgment;
- f) There are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect the Recipient's ability to carry out the activities contemplated by this Agreement. The Recipient will inform Canada immediately if any such action or proceedings are threatened or brought during the term of this Agreement.
- g) Any individual, corporation or organization that the Recipient has hired, for payment, who undertakes to speak to or correspond with any employee or other person representing Canada on the Recipient's behalf, concerning any matter relating to the contribution under this Agreement or any benefit hereunder and who is required to be registered pursuant to the federal *Lobbying Act*, is registered pursuant to that *Act*;
- h) The Recipient has not and will not make a payment or provide other compensation that is contingent upon or is calculated upon the contribution hereunder or the negotiation of the whole or any part of the terms and conditions of this Agreement to any individual, corporation or organization with which that individual is engaged in doing business with, who is registered pursuant to the federal *Lobbying Act*,

5. OVERSIGHT COMMITTEE

Within sixty (60) business days of the date of the last signature of this Agreement, the Parties will establish an Oversight Committee comprising a federal co-chair and a co-chair from the Recipient. The Oversight Committee will:

- a) Monitor compliance with the terms and conditions of this Agreement;
- b) Monitor the implementation of Schedule C (Communications Protocol);
- c) Monitor Project risks and mitigation measures;
- d) Monitor the progress of the Project as per described in Section 8 (Reporting);
- e) Ensure that audit plans are carried out as per this Agreement, including but not limited to Section 10 (Audit);
- f) Act as a forum to resolve potential issues and address concerns;
- g) Review and, as necessary, recommend to the Parties amendments to the Agreement; and
- h) Attend to any other function required by this Agreement, or as mutually agreed to by the Parties.

6. CONTRACT PROCEDURES

6.1 AWARDING OF CONTRACTS

- a) The Recipient will ensure that Contracts are awarded in a way that is fair, transparent, competitive and consistent with value-for-money principles, and if applicable, in accordance with the Canadian Free Trade Agreement and international trade agreements.
- b) If Canada becomes aware that a Contract is awarded in a manner that is not in compliance with the foregoing, upon notification to the Recipient, Canada may consider the expenditures associated with the Contract to be ineligible.
- c) In addition to any other remedy available to Canada under this Agreement, if Canada considers the expenditures associated with a Contract to be ineligible under clause 6.1(b), the Recipient shall repay to Canada any funds that have been paid for Eligible Expenditures in relation to the Contract, at Canada's discretion.

6.2 CONTRACT PROVISIONS

The Recipient will ensure that all Contracts are consistent with, and incorporate, the relevant provisions of this Agreement. More specifically but without limiting the generality of the foregoing, the Recipient agrees to include terms and conditions in all Contracts to ensure that:

- a) The Third Party will keep proper and accurate financial accounts and records, including but not limited to its Contracts, invoices, statements, receipts, and vouchers, in respect of the Project for at least six (6) years after the Agreement End Date and that the Recipient has the contractual right to audit them;
- b) All applicable labour environmental, and human rights legislation is respected; and
- c) Canada, the Auditor General of Canada, and their designated representatives, to the extent permitted by law, will at all times be permitted to inspect the terms and conditions of the Contract and any records and accounts respecting the Project and will have reasonable and timely access to the Project sites and to any documentation relevant for the purpose of audit.

7. CLAIMS AND PAYMENTS

7.1 PAYMENT CONDITIONS

- a) Canada will not pay interest for failing to make a payment under this Agreement.
- b) Canada will not make a payment until the conditions identified in Subsection 3.7 (Conditions Precedent) have been met.

- c) Canada will not make a payment, other than the first Fiscal Year in which claims are submitted, unless Canada has received and approved reports as required under Section 8 (Reporting) and any audit requirements as required in Section 10 (Audit).
- d) Canada will not make a payment in respect of an Asset until the Recipient secures and confirms in writing to Canada, and to Canada's satisfaction, the necessary rights or interests with respect to land required for the Project in respect of that Asset.
- e) Canada will not pay any claims until the requirements under Subsection 3.7 (Conditions Precedent), Section 19 (Environmental and Impact Assessment) and Section 20 (Indigenous Consultations), if applicable, are, in Canada's opinion, satisfied to the extent possible at the date the claim is submitted to Canada.

7.2 CLAIMS AND PAYMENTS

- a) The Recipient will submit claims to Canada covering the Eligible Expenditures, in a form acceptable to Canada, from time to time, but no later than the Final Claim Date. Each claim must include the following:
 - i. A written attestation by a senior official designated by the Recipient that the information submitted in support of the claim is accurate and that Eligible Expenditures have been incurred;
 - ii. A breakdown of Eligible Expenditures claimed by Project Component in accordance with Schedule B2 (Project Components and Cashflow); and
 - iii. Upon request by Canada, any documents in support of Eligible Expenditures claimed.
- b) Canada will make a payment upon review and acceptance of a claim, subject to the terms and conditions of this Agreement.
- c) The Recipient will provide a final claim to Canada no later than twelve (12) months after Substantial Completion Date, along with all information required under Subsection 8.2 (Final Report), Section 10 (Audit), and Declaration of Substantial Completion (Schedule D).

7.3 DECLARATION OF SUBSTANTIAL COMPLETION

- a) Prior to executing the Declaration of Substantial Completion, the Recipient will request confirmation from Canada as to whether the Declaration of Substantial Completion lists all relevant documents; and
- b) The Declaration of Substantial Completion must be signed by an authorized official as deemed acceptable by Canada, and it must list all relevant documents as agreed to by Canada.

7.4 PAYMENT DEADLINE

- a) Canada will not have the obligation to make a payment after March 31st of the year following the Fiscal Year in which the Eligible Expenditures were incurred; and
- b) Canada will make the final payment no later than March 31st, 2033.

7.5 RETENTION OF CONTRIBUTION

Canada will retain up to five percent (5%) of its contribution under this Agreement. Any amount retained by Canada will be released by Canada upon review and acceptance of the final report described under Subsection 8.2 (Final Report) and the Recipient fulfills all of its obligations under this Agreement.

7.6 FINAL ADJUSTMENTS

Upon Canada's receipt of the final claim, but before issuing the final payment, the Parties will jointly carry out a final reconciliation of all claims and payments in respect of the Project and make any adjustments required in the circumstances.

7.7 FINAL PAYMENT

Canada will make a final payment upon review and acceptance of the final claim, subject to the terms and conditions of this Agreement.

8. REPORTING

8.1 PROGRESS REPORT

- a) The Recipient will submit progress reports to Canada at a timing and frequency determined by Canada but no less than once per year. The progress report will be attested by a delegated senior official. The first progress report under this Agreement must cover the period from the Project Approval Date.
- b) Each progress report must include, at a minimum, the following information:
 - i. Project Title, Recipient name and project identification number;
 - ii. Reporting period dates;
 - iii. A confirmation of Schedule B2 Project Components and Cashflow, or a request for updated Schedule B2 Project Components and Cashflow submitted pursuant to Subsection 3.4 (Fiscal Year Budgeting);
 - iv. Construction start and end dates (forecast/actual);
 - v. Summary of Project activities and progress achieved to date;
 - vi. An update on Project issues/risks, if any, and mitigation measures;
 - vii. An update on Project alignment to meet results as described in Schedule B, Subsection 1.2;
 - viii. Confirmation of the Project's installed signage, if applicable; and
 - ix. Update on Communication Activities to date and future communications plans.
- c) Expected and actual results related to Community Employment Benefits for the Project will be included in a progress report on an annual basis.

8.2 FINAL REPORT

The Recipient will submit a final report to Canada with the final claim for approval no later than twelve (12) months after the Substantial Completion Date. The final report will include:

- a) All information required under Subsection 8.1. (Progress Report), covering the period from the last progress report to the date of submitting the final claim; and
- b) A cumulative summary of the results and the financials for the Project, which will include the following information:
 - i. The Project's completed results compared to the baseline established prior to the start of the Project as listed under Schedule B (Project Details);
 - ii. Total expenditures and Eligible Expenditures by source of funding as well as federal contribution by Fiscal Year for the Project;
 - iii. An attestation, signed by a delegated senior official, that the Project has been completed and that federal funding was spent on Eligible Expenditures in accordance with this Agreement;
 - iv. Reporting on Community Employment Benefits and demonstrating that all environmental conditions and Indigenous consultation and accommodation requirements have been met;
 - v. Reporting on the number of jobs created and trees planted; and
 - vi. Confirmation of the Total Financial Assistance in accordance with clause 3.2 (f) (Commitments by the Recipient) and Schedule B3 (Total Financial Assistance).

9. INFORMATION MANAGEMENT

The Recipient will use a process designated by Canada to fulfill the obligations of the Recipient under this Agreement, including Section 8 (Reporting) and any other obligations of the Recipient as requested by Canada.

10. AUDIT

- a) The Recipient agrees to inform Canada of any audit that has been conducted on the use of contribution funding under this Agreement, provide Canada with all relevant audit reports, and ensure that prompt and timely corrective action is taken in response to any audit findings and recommendations. The Recipient will submit to Canada in writing as soon as possible, but no later than sixty (60) days following receiving it, a report on follow-up actions taken to address recommendations and results of the audit.
- b) Canada may, at its discretion, conduct a Recipient audit related to this Agreement during the term of this Agreement and up to two years after the Agreement End Date, in accordance with the Canadian Auditing Standards and Subsection 18.2 (Accounting Principles).

- c) The Recipient will ensure proper and accurate financial accounts and records are kept, including but not limited to its Contracts, invoices, statements, receipts, and vouchers in respect to the Project for at least six (6) years after the Agreement End Date.

11. EVALUATION

The Recipient agrees to cooperate with Canada in the conduct of any evaluation of the Program during or after the term of this Agreement. The Recipient also agrees to provide Project-related information to Canada during and following the termination of the Agreement in order for Canada to conduct any evaluation of the performance of the Program. All evaluation results will be made available to the public, subject to all applicable laws and policy requirements.

12. ACCESS

The Recipient will provide Canada, the Auditor General of Canada, and their designated representatives with reasonable and timely access, at no cost, to the Project sites, facilities, and any documentation for the purposes of audit, evaluation, inspection and monitoring compliance with this Agreement.

13. COMMUNICATIONS

13.1 COMMUNICATIONS PROTOCOL

- a) The Parties will comply with Schedule C (Communications Protocol);
- b) The Recipient will acknowledge Canada's contribution in all signage and public communication produced as part of the Project or Agreement, in a manner acceptable to Canada, unless Canada communicates in writing to the Recipient that this acknowledgement is not required; and
- c) The Recipient acknowledges that the following may be made publicly available by Canada:
 - i. Its name, the amount awarded by Canada, and the general nature of the Project; and
 - ii. Any evaluation or audit report and other reviews related to this Agreement.

13.2 OFFICIAL LANGUAGES

- a) The Recipient will ensure that information on the Project is developed and is available in both official languages when intended for the information of, or use by the public; and
- b) The Recipient will communicate in such a manner as to address the needs of both official language communities.

14. DISPUTE RESOLUTION

The Parties will keep each other informed of any issue that could be contentious by exchanging information and will, in good faith and reasonably, attempt to resolve potential disputes.

- a) If a contentious issue arises, it will be referred to the Oversight Committee. The Oversight Committee will examine it and, in good faith, attempt to resolve it, within thirty (30) business days from the receipt of notice.
- b) Where the Oversight Committee cannot agree on a resolution, the issue will be referred to the Parties for resolution. The Parties will provide a decision within ninety (90) business days.
- c) Where the Parties cannot agree on a resolution, the Parties may explore any alternative dispute resolution mechanisms available to them to resolve the issue.
- d) Any payments related to the issue will be suspended, together with the obligations related to such issue, pending resolution.
- e) The Parties agree that nothing in this Section will affect, alter or modify the rights of Canada to terminate this Agreement.

15. DEFAULT

15.1 EVENTS OF DEFAULT

The following events constitute Events of Default under this Agreement:

- a) The Recipient has not complied with one or more of the terms and conditions of this Agreement;
- b) The Recipient has not completed the Project in accordance with the terms and conditions of this Agreement;
- c) The Recipient has submitted false or misleading information to Canada or made a false or misleading representation in respect of the Project or in this Agreement, except for an error in good faith, demonstration of which is incumbent on the Recipient, to Canada's satisfaction; or
- d) The Recipient has neglected or failed to pay Canada any amount due in accordance with this Agreement;

15.2 DECLARATION OF DEFAULT

Canada may declare default if:

- a) One or more of the Events of Default occurs;
- b) Canada gave notice to the Recipient of the event which in Canada's opinion constitutes an Event of Default; and
- c) The Recipient has failed, within thirty (30) business days of receipt of the notice, either to remedy the Event of Default or to notify and demonstrate, to the satisfaction of Canada, that it has taken such steps as are necessary to remedy the Event of Default.

15.3 REMEDIES ON DEFAULT

In the event that Canada declares a default under Subsection 15.2 (Declaration of Default), Canada may exercise one or more of the following remedies, without limiting any remedy available to it by law:

- a) Suspend any obligation by Canada to contribute or continue to contribute funding to the Project, including any obligation to pay an amount owing prior to the date of such suspension;
- b) Terminate any obligation of Canada to contribute or continue to contribute funding to the Project, including any obligation to pay any amount owing prior to the date of such termination;
- c) Require the Recipient to reimburse Canada all or part of the contribution paid by Canada to the Recipient;
- d) Terminate this Agreement.

16. LIMITATION OF LIABILITY AND INDEMNIFICATION

16.1 DEFINITION OF PERSON

In this section, "Person" includes, without limitation, a person, the Recipient, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees or agents.

16.2 LIMITATION OF LIABILITY

In no event will Canada, its officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:

- a) Any injury to any Person, including, but not limited to, death, economic loss or infringement of rights;
- b) Any damage to, loss of, or destruction of property of any Person; or
- c) Any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

in relation to this Agreement or the Project.

16.3 INDEMNIFICATION

The Recipient will at all times indemnify and save harmless Canada, its officers, servants, employees or agents, from and against all actions, claims, demands, losses, costs, damages, suits or other proceedings, whether in contract, tort (including negligence) or otherwise, by whomsoever brought or prosecuted in any manner based upon or occasioned by:

- a) Any injury to any Person, including, but not limited to, death, economic loss or any infringement of rights;
- b) Any damage to or loss or destruction of property of any Person; or
- c) Any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation in relation to this Agreement or Project, except to the extent to which such actions, claims, demands, losses, costs, damages, suits or other proceedings are caused by the negligence or breach of this Agreement by an officer, servant, employee or agent of Canada in the performance of his or her duties.

17. DISPOSAL OF ASSETS

- a) Unless otherwise agreed to by the Parties, the Recipient will:
 - i) where the Recipient owns the Asset, retain title to and ownership of the Asset or part of the Asset for the Asset Disposal Period; and
 - ii) for a Non-owned Asset, retain all necessary rights, interests, and permissions in Non-Owned Assets for the Asset Disposal Period.
- b) The Recipient will ensure that any Asset will be preserved, maintained, and used for the purposes of the Project, and that no Asset, in whole or in part, will be sold, leased, encumbered or otherwise disposed of, directly or indirectly, during the Asset Disposal Period unless the Recipient notifies Canada in advance and in writing, and Canada consents to the such disposal.
- c) Upon alternate use or disposal of any Asset, which includes selling, leasing, encumbering, or otherwise disposing of, directly or indirectly, during the Asset Disposal Period, the Recipient will reimburse Canada, at Canada's discretion, all or part of the contribution paid under this Agreement by Canada to the Recipient.

18. GENERAL

18.1 SURVIVAL

The Parties' rights and obligations which, by their nature, extend beyond the termination of this Agreement, will survive any termination of this Agreement.

18.2 ACCOUNTING PRINCIPLES

All accounting terms will have the meanings assigned to them, all calculations will be made and all financial data to be submitted will be prepared in accordance with the Generally Accepted Accounting Principles (GAAP) or the Public Sector Accounting Standards (PSAS) in effect in Canada.

18.3 DEBTS DUE TO THE FEDERAL CROWN

Any amount owed to Canada under this Agreement by the Recipient will constitute a debt due to the federal Crown, which the Recipient will reimburse Canada forthwith on demand.

18.4 INTEREST ON DEBTS DUE TO THE FEDERAL CROWN

Debts due to the federal Crown by the Recipient will accrue interest in accordance with the federal *Interest and Administrative Charges Regulations*.

18.5 SET-OFF BY CANADA

Any debt due to the federal Crown by the Recipient may be set-off against any amounts payable by Canada to the Recipient under this Agreement.

18.6 MEMBERS OF THE HOUSE OF COMMONS AND SENATE

No member of the House of Commons or the Senate of Canada will be admitted to any share or part of this Agreement, or to any benefit arising from it, that is not otherwise available to the general public. The Recipient will promptly inform Canada should it become aware of the existence of any such situation.

18.7 CONFLICT OF INTEREST

No current or former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Canada applies will derive direct benefit from this Agreement unless the provision or receipt of such benefits is in compliance with such legislation, guidelines, policies or codes. The Recipient will promptly inform Canada should it become aware of the existence of any such situation.

18.8 NO AGENCY, PARTNERSHIP, JOINT VENTURE, ETC.

- a) No provision of this Agreement and no action by the Parties will establish or be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between Canada and the Recipient or between Canada and a Third Party.
- b) The Recipient will not represent itself, including in any agreement with a Third Party , as a partner, employee or agent of Canada.

18.9 NO AUTHORITY TO REPRESENT

Nothing in this Agreement is to be construed as authorizing any person, including a Third Party, to contract for or to incur any obligation on behalf of Canada or to act as an agent for Canada. The Recipient will take the necessary action to ensure that any Contract between the Recipient and any Third Party contains a provision to that effect.

18.10 ASSIGNMENT

The Recipient will not transfer or assign its rights or obligations under this Agreement without the prior written consent of Canada. Any attempt by the Recipient to assign any of the rights, duties or obligations of this Agreement without Canada's express written consent is void.

18.11 COUNTERPART SIGNATURE

This Agreement may be executed and delivered in counterparts (including by mail or other means of electronic transmission, such as by electronic mail in "pdf" form), with the same effect as if all parties had signed and delivered the same document, and all counterparts shall together constitute one and the same original document.

18.12 SEVERABILITY

If for any reason a provision of this Agreement that is not a fundamental term of this Agreement between the Parties is found to be or becomes invalid or unenforceable, in whole or in part, and if both Parties agree, it will be deemed to be severable and will be deleted from this Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable.

18.13 AMENDMENTS

This Agreement, including its schedules, can only be amended in writing by the Parties. Reallocation of amounts within Schedule B2 Project Components and Cashflow which do not result in an increase to the maximum amount of Canada's contribution under Subsection 3.1 (Commitments by Canada), do not require a formal amendment agreement between the Parties and may be agreed to by the Parties through administrative processes.

18.14 WAIVER

A Party may waive any of its rights under this Agreement only in writing. Any tolerance or indulgence demonstrated by the Party will not constitute a waiver.

18.15 NOTICE

Any notice provided for under this Agreement may be delivered in person, sent by mail addressed to:

for Canada:

DIRECTOR, CLIMATE MITIGATION AND ADAPTATION AND COMMUNITY PROGRAMS,
COMMUNITIES AND INFRASTRUCTURE PROGRAMS BRANCH,
DEPARTMENT OF HOUSING, INFRASTRUCTURE AND COMMUNITIES
CANADA,
1100 - 180 Kent Street,
Ottawa, Ontario,
K1P 0B6

or to such other address or email or addressed to such other person as Canada may, from time to time, designate in writing to the Recipient; and

for the Recipient:

THE CORPORATION OF THE TOWN OF TECUMSEH
DIRECTOR PUBLIC WORKS & ENGINEERING SERVICES
917 LESPERANCE ROAD
TECUMSEH, ONTARIO
N8N 1W9
E: PBARTNIK@TECUMSEH.CA

&

THE CORPORATION OF THE TOWN OF TECUMSEH
DIRECTOR LEGISLATIVE SERVICES & CLERK
917 LESPERANCE ROAD
TECUMSEH, ONTARIO
N8N 1W9
E: RAUGER@TECUMSEH.CA

or such other address or email or addressed to such other person as the Recipient may, from time to time, designate in writing to Canada.

Such notice will be deemed to have been received, if sent by mail or email, when receipt is acknowledged by the other Party; and in person, when delivered.

18.16 COMPLIANCE WITH LAWS

The Recipient will comply with all applicable laws and regulations and all requirements of regulatory bodies having jurisdiction over the subject matter of the Project.

18.17 GOVERNING LAW

This Agreement is governed by the laws applicable in the Province of the Recipient.

18.18 SUCCESSORS AND ASSIGNS

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

18.19 INTELLECTUAL PROPERTY

- a) All intellectual property that arises in the course of the Project will vest in the Recipient.
- b) The Recipient will obtain the necessary authorizations, as needed, for the implementation of the Project, from Third Parties who may own the intellectual property rights or other rights in respect of the Project. Canada will assume no liability in respect of claims from any Third Party in relation to such rights and to the Agreement.

19. ENVIRONMENTAL AND IMPACT ASSESSMENT

19.1 REQUIREMENTS UNDER APPLICABLE FEDERAL ENVIRONMENTAL OR IMPACT ASSESSMENT LEGISLATION

The Recipient represents and warrants that there are no requirements under applicable federal environmental or impact assessment legislation for the Project.

19.2 CHANGES TO PROJECT OR OTHERWISE

- a) If, as a result of changes to the Project or otherwise, Canada is of the opinion that the Project is subject to federal environmental or impact assessment legislation, the

Recipient agrees that construction of the Project or any other physical activity to be carried out in relation to the Project, including site preparation or vegetation removal, will not be undertaken or will be suspended unless and until the legislative requirements are met and continue to be met. The Recipient also agrees that no funds or additional funds for any Eligible Expenditure for the Project will become or will be payable by Canada to the Recipient unless and until the legislative requirements are met and continue to be met.

- b) Canada may consent in writing that construction or any other physical activity, including site preparation or vegetation removal, be carried out for the portion of the Project not subject to federal environmental or impact assessment and that funds or additional funds for any Eligible Expenditure will be payable by Canada for the portion of the Project not subject to federal environmental or impact assessment.

20. INDIGENOUS CONSULTATIONS

20.1 INDIGENOUS CONSULTATION

Canada agrees that a legal duty to consult does not arise for this Project.

20.2 CHANGES TO PROJECT OR OTHERWISE

- a) If, as a result of changes to the Project or otherwise, Canada determines that Indigenous consultation is required, the Recipient will work with Canada to satisfy its legal duty to consult and, where appropriate, accommodate Indigenous communities.
- b) The Recipient agrees that:
 - a. it will consult with Indigenous communities that might be affected by the Project. Specifically, it will
 - i. explain the Project to the Indigenous communities, including Canada's funding role, and
 - ii. provide a report to Canada, which will include:
 - (1) a list of all Indigenous communities contacted;
 - (2) a summary of all communications with the Indigenous communities;
 - (3) a summary of any issues or concerns that the Indigenous communities have raised, how they were addressed, and any outstanding concerns; and
 - (4) any other information Canada may consider appropriate.
 - b. accommodation measures, where appropriate, will be carried out by the Recipient and these costs may be considered Eligible Expenditures.
 - c. no construction or any other physical activity, including site preparation or vegetation removal may be carried out in relation to the Project, and no funds or additional funds for any Eligible Expenditure for the Project will be payable by Canada to the Recipient, unless and until Canada is satisfied that its legal duty to consult and, where appropriate, accommodate Indigenous communities has been met and continues to be met.

SIGNATURES

This Agreement has been executed on behalf of His Majesty the King in right of Canada, and on behalf of The Corporation of the Town of Tecumseh on the date below each Party's respective signature.

HIS MAJESTY THE KING IN RIGHT OF
CANADA

Loo,
Paul

Digitally signed
by Loo, Paul
Date: 2024.10.28
11:28:24 -04'00'

Paul Loo
Director General, Resilient and Innovative
Communities, Department of Housing,
Infrastructure and Communities Canada

THE CORPORATION OF THE TOWN OF
TECUMSEH

Gary McNamara
Mayor of The Corporation of the Town of
Tecumseh

DATE

DATE

Robert Auger
Director Legislative Services & Clerk
The Corporation of the Town of
Tecumseh

DATE

SCHEDULE A – ELIGIBLE AND INELIGIBLE EXPENDITURES

A.1. ELIGIBLE EXPENDITURES

- a) All Eligible Expenditures identified below can begin to be incurred as of the Project Approval Date except for expenditures associated with greenhouse gas assessments, which are Eligible Expenditures, that may be incurred within twelve (12) months prior to the Project Approval Date.
- b) Eligible Expenditures will be all direct and necessary expenditures incurred by the Recipient towards the eligible Project that are associated with acquiring, planning, designing, constructing or rehabilitating a tangible capital asset, as defined by the Generally Accepted Accounting Principles (GAAP) or the Public Sector Accounting Standards (PSAS) in effect in Canada. This also specifically includes the following:
 - i. Expenditures directly associated with joint federal communication activities and with Project signage, installed in accordance with federal signage guidelines.
 - ii. The incremental costs of the Recipient's employees or leasing of equipment may be included as Eligible Expenditures under the following conditions:
 - 1. The Recipient is able to demonstrate that it is not economically feasible to tender a contract;
 - 2. The employee or equipment is engaged directly in respect of the work that would have been the subject of the contract; and
 - 3. The arrangement is approved in advance and in writing by Canada.
 - iii. Costs of Indigenous consultations, and where appropriate, accommodation.
- c) All Eligible Expenditures outlined above can be reimbursed to the Recipient only following the Effective Date of the Agreement.

A.2 INELIGIBLE EXPENDITURES

- a) Expenditures incurred before Project Approval Date and all expenditures related to contracts signed prior to the Project Approval Date except for expenditures associated with greenhouse gas assessments as per clause A.1.a);
- b) Expenditures incurred for cancelled Projects;
- c) Expenditures of relocating entire communities or costs for properties associated with relocation;
- d) Costs for and associated with the acquisition of land;
- e) Costs associated with relocation and purchase of any type of dwellings or buildings;
- f) Expenditures for equipment (unless it is part of the larger fixed infrastructure);
- g) Costs associated with all emergency and response services infrastructure (eg. fire stations);
- h) Leasing land, buildings and other facilities; leasing equipment other than equipment directly related to the construction of the Project; real estate fees and related costs, unless in accordance with the requirements described in Schedule A.1.b)ii;
- i) Any overhead expenditures, including salaries and other employment benefits of any employees of the recipient, the direct or indirect operating or administrative costs of recipients, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, unless in accordance with the requirements described in Schedule A.1.b)ii;
- j) Financing charges, legal fees, and loan interest payments including those related to easements (e.g. surveys);
- k) Any goods and services costs which are received through donations or in-kind;

- l) Provincial sales tax and Goods and Services tax/HST, for which the recipient is eligible for a rebate, and any other costs eligible for rebates;
- m) Expenditures associated with operating expenses and regularly scheduled maintenance work;
- n) Expenditures related to furnishings and non-fixed assets which are not essential for the operation of the Asset/Project; and
- o) All capital expenditures and costs, including site preparation and construction costs, until Canada is satisfied that the Environmental Assessment and Indigenous consultation obligations have been met and continue to be met.

SCHEDULE B – PROJECT DETAILS

B1. Project Description:

The existing Cedarwood Sanitary Pump Station was constructed in 1972 and services an area totaling approximately 920 hectares within the Town of Tecumseh.

Climate change has led to an increase in extreme rainfall events and the rise of water levels in Lake St. Clair which have resulted in flooding within the Town of Tecumseh. Over the last ten years, the Cedarwood drainage area experienced extensive flooding during severe rainfall events in September 2016, August 2017, and July 2021. These extreme rainfall events create substantial runoff from urban areas which ponds on Town streets and significantly increases the volume of stormwater entering the Town's sanitary sewer system. In addition, during extreme rainfall events the existing pump station discharge elevation is below the high-water levels within the downstream sanitary sewer system resulting in the downstream sanitary sewer system backing up into the existing pump station which prevents discharge from the pump station causing an overflow to occur. While the existing pumping station has a capacity of 935 L/s, during these major storm events and/or high lake levels, the capacity can reduce to 0 L/s. The resulting impacts are sanitary sewer surcharging, area-wide basement flooding, and increased health and safety risks in Tecumseh. In addition, the existing pump station is currently located at a ground elevation below the 1:100 year flood elevation for nearby Lake St. Clair making it susceptible to lake flooding.

To address the above noted issues, a new state of the art sanitary pump station is to be designed and constructed adjacent to the existing pump station. The new pumping station will have a firm capacity of 935 L/s at all times including during major storm events and high lake levels. The project aims to minimize the risk of sewage backup and basement flooding, reduce the risk of failure of the pump station, and improve efficiency and performance of the pump station by modernizing the current pumps. The existing pump station will remain and provide its current level of service while the new pump station is constructed. The works will generally include the construction of a new pump station on the southern side of the property, new inlet piping and related infrastructure to direct existing sanitary sewers into the new pump station, new outlet piping and related infrastructure to direct the new pump station discharge to the downstream flume chamber, potential modifications (or replacement) of the existing flume and flume chamber, installation of a new larger back-up generator, modification of existing services that conflict with the new works, new security fencing and full restoration of all areas impacted by construction. The new Cedarwood Sanitary Pump Station and adjacent lands will be constructed to a higher elevation that will satisfy current flood hazard protection requirements. The new pump station will improve reliability, restore operational efficiency and improve adaptation to climate change. Upon completion of the new pump station, the existing pump station and related infrastructure will be decommissioned. In addition, the existing pump station may require miscellaneous improvements to maintain operation until the new pump station is commissioned. This may include the replacement of upper and lower screw bearings and other miscellaneous parts/controls.

B1.1 Project Objective:

The main objectives of the Reconstruction of the Cedarwood Sanitary Pump Station project are to mitigate the risk of sanitary backflow hazards and related basement flooding, minimize the impact on essential services and ensure the health and safety of the community, enhance the efficiency of the pump station, and reduce the maintenance costs and frequency.

As part of this project, one asset will be rehabilitated:

Asset A: The Cedarwood Pump Station

The project will relocate and reconstruct the Cedarwood Pump Station, from its current location in Tecumseh, to a higher elevation above the projected 100-year water level in Lake St. Clair. It will also upgrade the equipment by enhancing its hydraulic capacity and installing a new flap gate to handle sanitary sewer surcharge during severe storm events.

The existing pumping station underwent extensive electrical upgrades and minor pump station improvements in 2019. The pump station is more reliable than it was prior to the upgrades, but has old pumps/equipment and diminished flow during major storm events and/or high lake levels.

The reconstructed and improved pumping station is to provide a firm pumping capacity equivalent to the rate prescribed in the Tecumseh/Windsor agreement even during major storm events and/or high lake levels. The pumping station shall also be set at an elevation sufficient for flood proofing.

List of Assets:

Assets	Asset Owner
A – Cedarwood Pump Station	The Corporation of the Town of Tecumseh

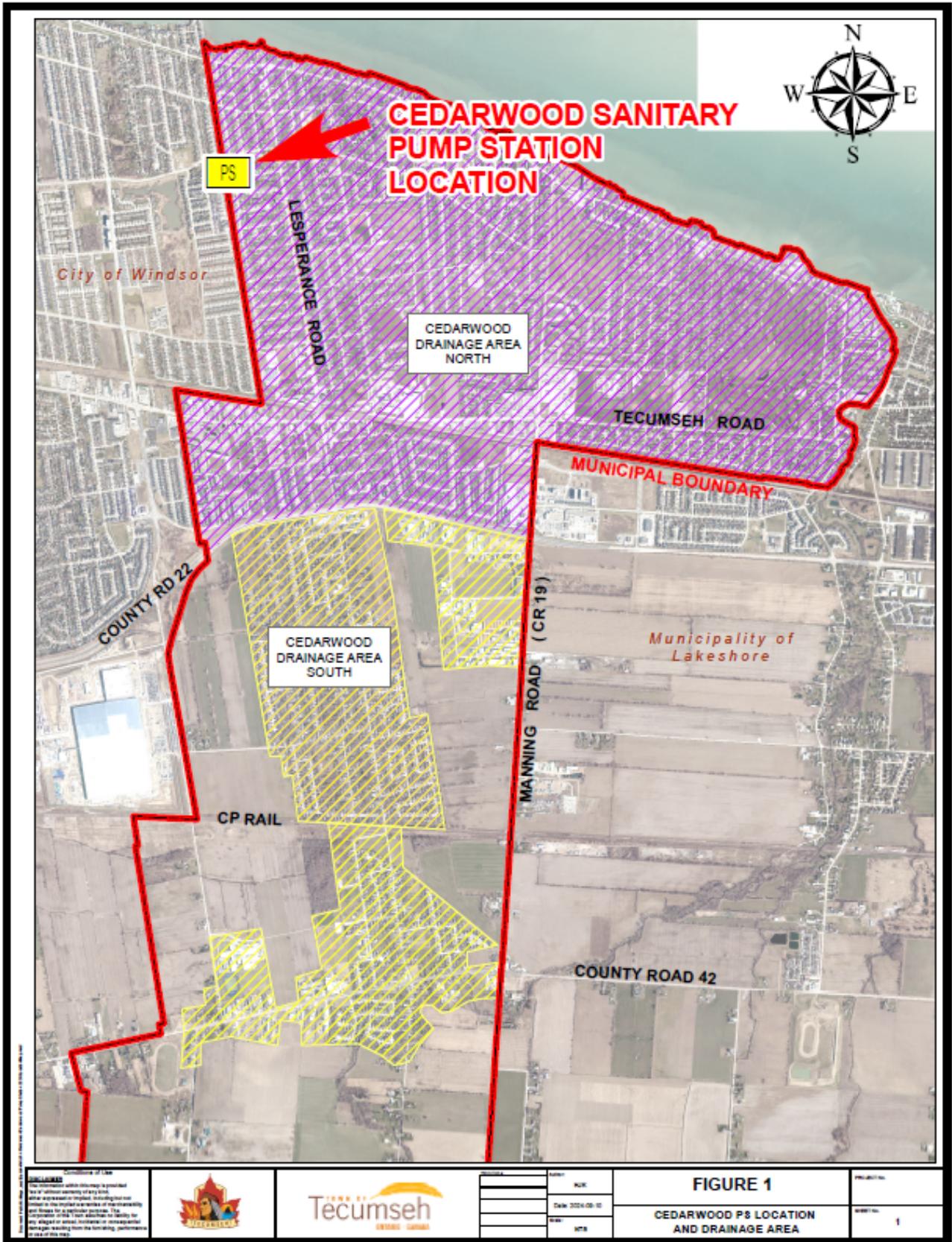
B1.2 Expected Results at Project completion:

Expected Outputs and immediate Outcome(s)	Indicators	Baseline	Target	Actual Results (info to be included in final report)
Increased structural capacity to adapt to climate change impacts, disasters triggered by natural hazards, and extreme weather events	Number of newly built or improved infrastructure Assets	A. 1	A. 1	
	Expected lifecycle of newly built or improved infrastructure Assets (years)	A. 0	A. 50	
	Performance of newly built or improved infrastructure Assets (ex. m ³)	A. 0 to 935 L/s	A. 935 L/s	
Expected intermediate Outcome(s)	Indicators	Baseline	Target	Actual Results (info to be included in final report)
Increased ability of communities to adapt and withstand climate change impacts, disasters triggered by natural hazards, and extreme weather events	Percentage of directly affected people by hazard	19%	<13%	
	Percentage of local economic losses per hazard	0%	0%	
	Percentage of population without essential services during hazard	19%	<13%	
	Number of missing people/lives lost	0	0	
Expected ultimate Outcome(s)	Indicators	Baseline	Target	Actual Results (info to be included in final report)
Increased economic, environmental and social resilience	Long-term savings on socio-economic damages during the Asset life cycle	\$0	\$60,985,700.00	
Minimum Federal Requirements	All projects under the DMAF must meet the following federal requirements:			

	<p>a) Meeting or exceeding the applicable energy efficiency standards for buildings outlined in the <i>Pan-Canadian Framework (PCF) on Clean Growth and Climate Change</i>.</p> <p>b) Meeting or exceeding the requirement of the highest published accessibility standard in a jurisdiction, defined as the requirements in the Canadian Standards Association Technical Standard Accessible Design for the Built Environment (CAN/CSA B651-12 or newer), in addition to applicable provincial or territorial building codes, and relevant municipal by-laws.</p>
--	--

B1.3 Boundaries:

		Project Component Mid-Points	
Project Component	Midpoint km	CSRS-UTM-20N Lat/Long	
		Latitude (N)	Longitude (W)
A	N/A	42.32623	-82.89405



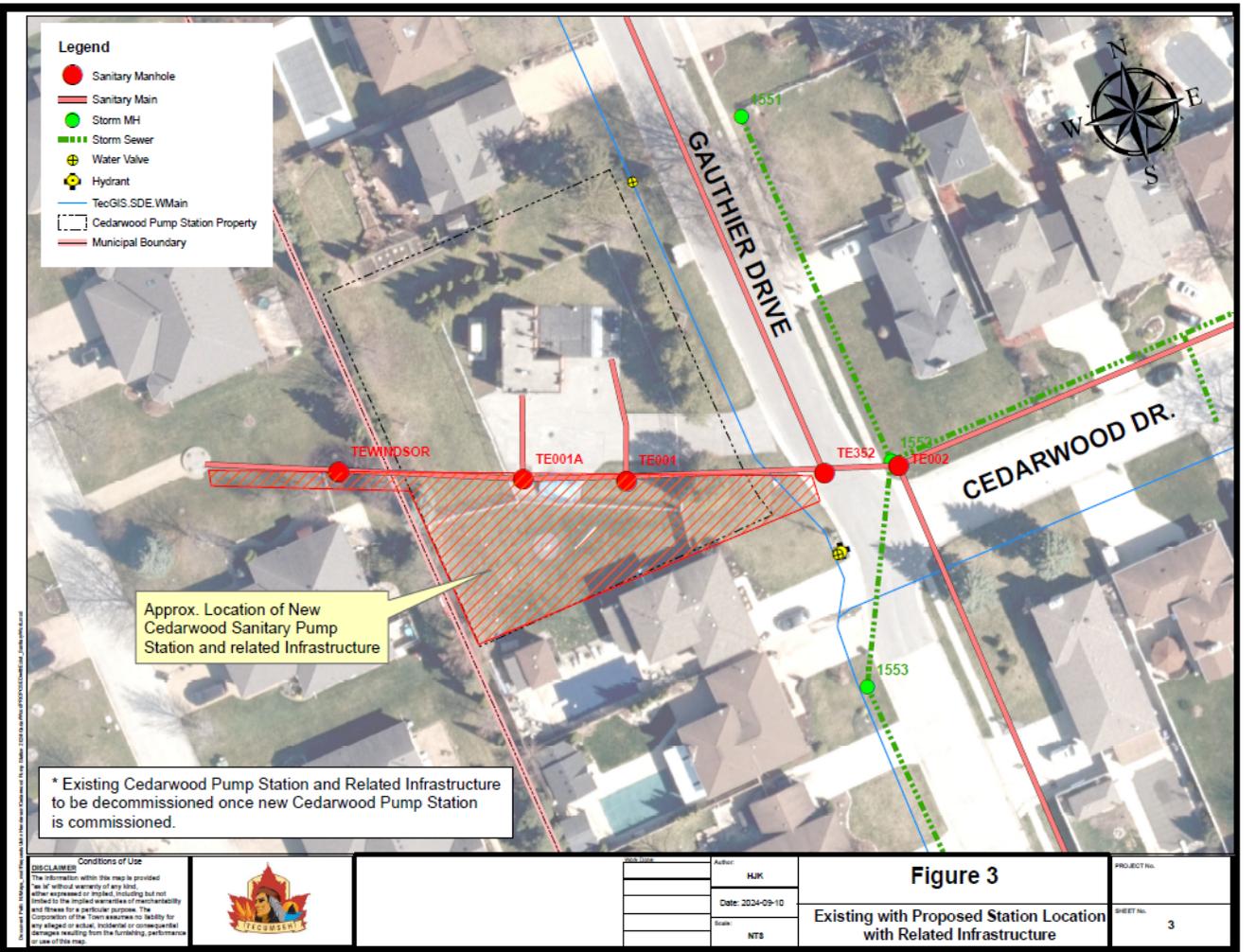
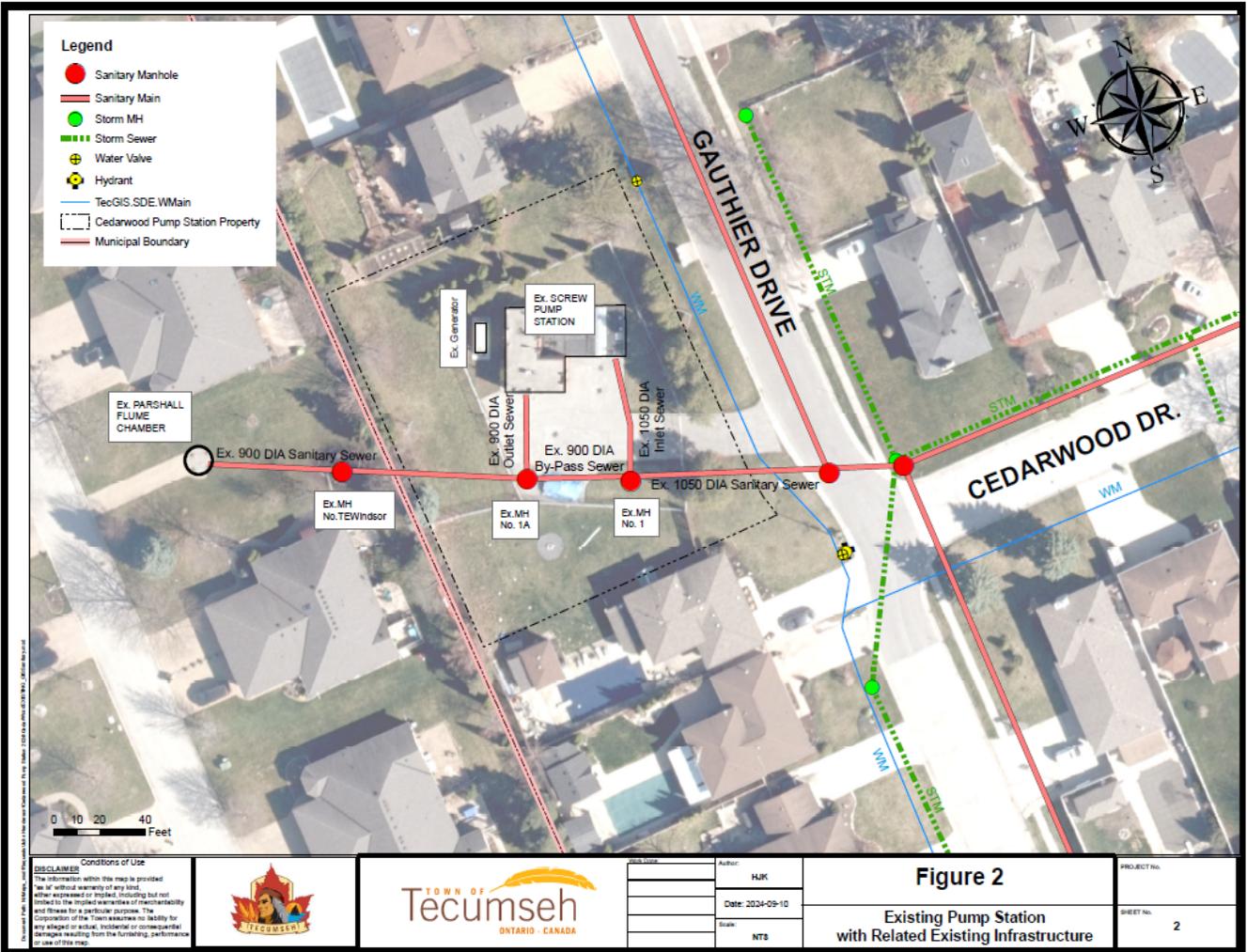
DISCLAIMER
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DATE	NOV
DATE	2024.08.10
NO.	103

FIGURE 1
CEDARWOOD PS LOCATION AND DRAINAGE AREA

PROJECT NO.	
SCALE	1



B2. Project Components and Cashflow

Project Components	Estimated Expenditures			Forecast								
	Estimated Total Expenditures	Estimated Eligible Expenditures	Estimated Contribution by Canada	Forecast of Estimated Contribution by Canada by Fiscal Year								
2024/25				2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32	2032/33	
Project Cost	\$9,000,000	\$9,000,000	\$3,600,000	\$0	\$100,000	\$100,000	\$1,400,000	\$1,600,000	\$400,000	\$0	\$0	\$0
Total	\$9,000,000	\$9,000,000	\$3,600,000	\$0	\$100,000	\$100,000	\$1,400,000	\$1,600,000	\$400,000	\$0	\$0	\$0

B3. Total Financial Assistance:

Recipient: \$5,400,000

Canada: \$3,600,000

Other contributors: \$0

SCHEDULE C – COMMUNICATIONS PROTOCOL

C.1 PURPOSE

This Communications Protocol outlines the roles and responsibilities of each of the Parties to this Agreement with respect to Communications Activities related to the funded Project.

This Communications Protocol will guide all communications activity planning, development and implementation to ensure clear, consistent and coordinated communications to the Canadian public.

The provisions of this Communications Protocol apply to all Communications Activities related to this Agreement including any Projects funded under this Agreement.

Communications Activities may include, but are not limited to, public or media events, news releases, reports, web and social media products or postings, blogs, project signs, digital signs, publications, success stories and vignettes, photo compilations, videos, advertising campaigns, awareness campaigns, editorials, and multi-media products.

C.2 GUIDING PRINCIPLES

The Parties recognize the importance of managing the delivery of coherent Communications Activities based on the principle of transparent and open discussion and collaboration.

Communications Activities undertaken through this Protocol should ensure that Canadians are informed of infrastructure investments made to help improve their quality of life and that they receive consistent information about the funded Project and its benefits.

The Communication Activities undertaken jointly by Canada and the Recipient should recognize the funding of all contributors to the Project.

The Recipient's public acknowledgement of financial assistance received from Canada is a condition of funding under this Agreement.

The Recipient will address any deficiencies and/or corrective actions identified by Canada or by the Oversight Committee.

C.3 GOVERNANCE

The Parties will designate communications contacts and form a communications subcommittee that will be responsible for preparing the Project's communications plan, overseeing its implementation and reporting on its results to the Oversight Committee.

C.4 PROGRAM COMMUNICATIONS

Canada retains the right to meet its obligations to communicate information to Canadians about the Program and the use of funding through its own communications products and activities.

Canada and the Recipient may also include general Program messaging and an overview of this Project as an example in their own communications products and activities. The Party undertaking these activities will recognize the funding of the Parties.

Canada and the Recipient agree that they will not unreasonably restrict the other Party or other funding contributors from using, for their own purposes, public communications products related to the Project that were prepared collectively or individually by the Parties, and if web-based, from linking to them.

Canada and the Recipient will ensure that:

- a) Canada and the Recipient will work together with respect to Joint Communications about the Project.
- b) Joint Communications related to Project funded under this Agreement should not occur without the prior knowledge and agreement of each of the Parties.
- c) All Joint Communications material will be approved by Canada and the Recipient, and will recognize the funding of each of the Parties.

- d) Each of the Parties may request Joint Communications to communicate to Canadians about the progress or completion of Projects. The requestor will provide at least fifteen (15) business days' notice to the other Parties. If the Communications Activity is an event, it will take place at a mutually agreed date and location.
- e) The requestor of the Joint Communications will provide an equal opportunity for the other Parties to participate and choose their own designated representative in the case of an event.
- f) As Canada has an obligation to communicate in English and French, Communications products related to events must be bilingual and include the Canada word mark and the other Party's logo. In such cases, Canada will provide the translation services and final approval of products.
- g) The conduct of all Joint Communications will follow the *Table of Precedence for Canada*.

Media events include, but are not limited to, news conferences, public announcements, official events or ceremonies, and news releases.

The Recipient agrees to collaborate with Canada on Communications Activities and products including, but not limited to, Project success stories, vignettes, and multi-media products.

C.5 INDIVIDUAL COMMUNICATIONS

The Recipient will ensure that:

- a) Where a website or webpage is created to promote or communicate progress on a funded Project or Projects, it must recognize federal funding through the use of a digital sign or through the use of the Canada wordmark and the following wording, "This project is funded in part by the Government of Canada." The Canada wordmark or digital sign must link to Department of Housing, Infrastructure and Communities Canada's website, at www.infrastructure.gc.ca. The guidelines for how this recognition is to appear and language requirements are published on Department of Housing, Infrastructure and Communities Canada's website <https://housing-infrastructure.canada.ca/pub/signage-panneaux/intro-eng.html>).
- b) The Recipient will be required to send a minimum of one photograph to each of the Parties of the construction in progress, or of the completed project, for use in social media and other digital individual Communications Activities. Sending the photos will constitute permission to use and transfer of copyright. Photographs are to be sent to infc.photo.infc@canada.ca along with the Project name and location.

C.6 OPERATIONAL COMMUNICATIONS

The Recipient is solely responsible for operational communications with respect to the Project, including, but not limited to, calls for tender, construction, and public safety notices.

Operational communications will include the following statement: "This project is funded in part by the Government of Canada". Operational communications as described above are not subject to the federal official languages policy.

Canada and the Recipient will share information promptly with the other Party should significant media inquiries be received or if major stakeholder issues relating to the Project arise.

C.7 SIGNAGE

Unless otherwise agreed upon by Canada, the Recipient will produce and install a sign to recognize contributors' funding at each Project site in accordance with current federal signage guidelines. The sign's design, content, and installation guidelines are provided by Canada (<https://housing-infrastructure.canada.ca/pub/signage-panneaux/intro-eng.html>).

Where the Recipient decides to install a permanent plaque or other suitable marker with respect to the Project, it must recognize the federal contribution and be approved by Canada.

The Recipient will ensure that signs are installed at the Project site(s) at least one (1) month prior to the start of construction, be visible for the duration of the Project, and

remain in place until one (1) month after construction is completed and the infrastructure is fully operational or opened for public use.

The Recipient will ensure that signs are installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

Sign installations shall be reported to Canada as per clause 8.1 b) (Progress Report).

C.8 ADVERTISING CAMPAIGNS

Recognizing that advertising can be an effective means of communicating with the public, Canada and the Recipient may, at their own cost, organize an advertising or public information campaign related to the Program or the funded Project. However, such a campaign must respect the provisions of this Agreement. In the event of such a campaign, each Party agrees to inform the other Party of its intention, no less than twenty-one (21) business days prior to the campaign launch.

SCHEDULE D – DECLARATION OF SUBSTANTIAL COMPLETION

In the matter of the Agreement entered into between His Majesty the King in right of Canada, as represented by the Minister of Housing, Infrastructure and Communities, and [LEGAL NAME OF RECIPIENT] (the “Recipient”), concerning the [PROJECT NAME] Project (the “Agreement”).

I, _____ (Name E.G. Recipient Co-Chair, or Project Manager, or Site Foreman), hold the position of _____ with the Recipient and as such have knowledge of the matters set forth in this declaration and believe this declaration to be true.

1. [LEGAL NAME OF RECIPIENT] has received the following documents for the [PROJECT NAME] Project:
 - i. [LIST NAME OF RELEVANT DOCUMENT(S), E.G. CERTIFICATE OF COMPLETION, CERTIFICATE OF PERFORMANCE, OCCUPANCY PERMIT, ETC.] signed by _____ (Name), a _____ (Profession, e.g. professional engineer) for the Project.
 - ii. [ADD SAME TEXT AS IN i FOR EACH DOCUMENT]
2. Based on the above documents and the representations made to me by the professionals, I declare to the best of my knowledge and belief that the Project:
 - i. has been substantially completed, in that it can be used for its intended use, as described in Schedule B.1 (Project Description) of the Agreement.
 - ii. was carried out between the dates _____ (start date) and _____ (Substantial Completion Date).
3. All terms and conditions of the Agreement that are required to be met as of the date of this declaration have been met.

Declared at _____ (City), in _____ (Province/Territory)
this _____ day of _____, 20_____.

(Signature)

** “Substantial Completion” means that the Project can be used for the purpose for which it was intended as described in Schedule B1 (Project Description) of the Contribution Agreement.*

The Corporation of the Town of Tecumseh

By-Law Number 2024-093

Being a by-law to authorize the execution of a Municipal Access Agreement between The Corporation of the Town of Tecumseh and Xplore Fibre L.P.

Whereas The Corporation of the Town of Tecumseh (Town) is the owner of certain lands within the Town of Tecumseh;

And whereas Xplore Fibre Inc (Company) is a telecommunications carrier company as defined in the *Telecommunications Act*, S.C. 1993, c.38 or distribution undertaking” as defined in the *Broadcasting Act*, S.C. 1991, c.11 and is subject to the jurisdiction of the Canadian Radio-television and Telecommunications Commission;

And whereas in order to construct, operate and service equipment (herein called “Infrastructure”) installed by Xplore Fibre L.P (Company); the Company wishes to enter on certain lands within the jurisdiction of the Town from time to time for the purpose of constructing, maintaining, operating and removing certain Infrastructure;

And whereas the Company must obtain municipal consent to construct its equipment within the right of ways (ROWs) and the municipality is willing to grant the Company a non-exclusive right to access and use the ROWs; provided that such use will not unduly interfere with the public use and enjoyment of the ROWs,

And whereas the Town and Company have agreed that it would be mutually beneficial to outline the terms and conditions pursuant to an Municipal Access Agreement which shall be provided by the Town to the Company in the form of a non-exclusive right;

And whereas under Section 5 of *the Municipal Act* 2001, S.O. 2001 c.25, the powers of a municipality shall be exercised by its Council by by-law.

Now Therefore the Council of The Corporation of The Town of Tecumseh enacts as follows:

1. **That** the Mayor and Clerk be and is hereby authorized and empowered on behalf of The Corporation of the Town of Tecumseh, to execute an Agreement between The Corporation of the Town of Tecumseh and Xplore Fibre L.P dated the 12th day of November 2024, a copy of which Agreement is attached hereto and forms part of the by-law and to do such further and other acts which may be necessary to implement the said Agreement.

Read a first, second, third time and finally passed this 12th day of November, 2023.

Gary McNamara, Mayor

Robert Auger, Clerk

Telecom Municipal Access Agreement

between

The Corporation of the Town of Tecumseh

-and-

Xplore Inc and Xplore Fibre L.P.

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Municipal Access Agreement

This Municipal Access Agreement shall be effective as of the 13th day of November 2024 (the “**Effective Date**”)

Between:

The Corporation of the Town of Tecumseh
(hereinafter the “**Municipality**”)

-and-

Xplore Inc. and Xplore Fibre L.P.
(hereinafter each a “**Company**”)

(each a “**Party**” and collectively the “**Parties**”)

Recitals:

Whereas the Company is a “telecommunications common carrier” as defined in *the Telecommunications Act*, S.C. 1993, c.38 (“**Telecom Act**”) or “distribution undertaking” as defined in the *Broadcasting Act*, S.C. 1991, c.11 (collectively a “**Carrier**”) and is subject to the jurisdiction of the Canadian Radio-television and Telecommunications Commission (the “**CRTC**”);

And Whereas in order to operate as a Carrier, the Company requires to construct, maintain and operate its Equipment in, on, over, under, across or along (“**Within**”) the highways, streets, road allowances, lanes, bridges or viaducts tunnels, pedestrian overpasses or underpasses, and general public utility easements which are under the jurisdiction of the Municipality (collectively “**Rights-of-Way**” or “**ROWS**”) or other public places as agreed to by the Parties;

And Whereas pursuant to section 43 of the *Telecom Act*, the Company requires the Municipality’s consent to construct its Equipment Within the ROWs and the Municipality is willing to grant the Company a non-exclusive right to access and use the ROWs; provided that such use will not unduly interfere with the public use and enjoyment of the ROWs, nor any rights or privileges previously conferred or conferred after the Effective Date by the Municipality on Third Parties to use or access the ROWs;

And Whereas the Agreement is to govern the terms and conditions of the normal course of Work carried out on the ROWs under the responsibility of the Municipality and excludes Major Projects subsidized by Third Parties (including governmental authorities) that the Parties agree will be subject to specific agreements;

And Whereas each Party agrees that it shall at all times act reasonably in the performance of its obligations and the exercise of its rights under this Agreement;

And Whereas the Parties have agreed that it would be mutually beneficial to outline the terms and conditions pursuant to which the Municipality hereby provides its consent;

Now Therefore in consideration of the mutual terms, conditions and covenants contained herein, the Parties agree and covenant with each other as follows:

1. Definitions and Interpretations

1.1 Definitions

In this Agreement, in addition to any terms defined within the body of this Agreement, the following words and phrases shall have the meanings assigned to each of them below, namely:

- (a) **“Above-ground Equipment”** means, in all cases at or above, any structure located on the surface of the ROW used to house or support the Equipment, and includes cabinets, pedestals, poles and lamp poles but excludes aerial Equipment.
- (b) **“Affiliate”** means:
 - (i) in the case of the Company, “affiliate” as defined in the *Canada Business Corporations Act* that is also a Carrier.
 - (ii) in the case of the Municipality, a local board, agency or commission of the Municipality or a corporation which is partially or solely owned by, and is controlled by, the Municipality, and which has as a primary purpose, the management and maintenance of the ROWs.
- (c) **“Agreement”** means this Municipal Access Agreement, complete with the Schedules attached hereto;
- (d) **“Applicable Laws”** means:
 - (i) applicable federal, provincial or municipal statutes, regulations, laws, orders-in-council, by-laws, codes and policies;
 - (ii) applicable orders, decisions, codes, judgments, injunctions, decrees, awards and writs of any court, tribunal, arbitrator, governmental authority (including the CRTC) or other Person having jurisdiction; and
 - (iii) applicable rulings and conditions of any licence, permit, certificate, registration, authorization, consent and approval issued by a governmental authority.
- (e) **“Business Day”** means a day that is not Saturday, Sunday or a statutory or civic holiday;

- (f) “**Claims**” shall mean any and all claims, actions, causes of action, complaints, demands, suits or proceedings of any nature or kind;
- (g) “**Company**” shall mean each of Xplore Inc., and Xplore fibre L.P. and its affiliates and shall include the companies’ officers, employees and agents;
- (h) “**CRTC**” means the Canadian Radio-television and Telecommunications Commission or any successor governmental authority;
- (i) “**Emergency**” means an unforeseen situation where immediate action must be taken to preserve the environment, public health, safety or an essential service of either of the Parties.
- (j) “**Environmental Laws**” mean all Applicable Laws, existing now or in the future, relating to the environment, health and safety matters or conditions, Hazardous Substances, pollution or protection of the environment, including laws relating to:
 - (i) on-site or off-site contamination;
 - (ii) occupational health and safety;
 - (iii) chemical substances or products;
 - (iv) releases of pollutants, contaminants, chemicals or other industrial, toxic or radioactive substances or Hazardous Substances into the environment; and
 - (v) the use, storage or handling of Hazardous Substances;
- (k) “**Hazardous Substance**” means any harmful substance including, without limitation, electromagnetic or other radiation, contaminants, pollutants, dangerous substances, dangerous goods and toxic substances, as defined, judicially interpreted or identified in any applicable law (including the common law).
- (l) “**Equipment**” means the transmission and distribution facilities owned by the Company and its Affiliates, comprising fibre optic, coaxial or other nature or form of cables, pipes, conduits, poles, ducts, manholes, handholds and ancillary structures and equipment located Within the ROWs.
- (m) “**Municipal Consent**” means the written consent of the Municipality, with or without conditions, to allow the Company to perform Work within the ROWs that requires the excavation or breaking up of the ROWs (as more fully described in **Schedule B**).
- (n) “**Municipal Engineer**” means the most senior individual employed by the Municipality with responsibilities for ROWs within the Municipality, the person designated by such senior employee or such other person as may from time to time be designated by the Council of the Municipality.

- (o) **“Municipality’s Costs”** means the reasonable and verifiable costs and expenses of the Municipality, including the cost of labour and materials, plus a reasonable overhead charge of [15 percent (15%)].
- (p) **“Municipal Guidelines”** means all applicable municipal by-laws, rules, policies, standards and guidelines.
- (q) **“Municipal Project”** means construction or similar work required or initiated by the Municipality for bona fide municipal purposes (including, without limitation, work needed to accommodate land development within the municipality) that will affect or disrupt the ROWs or the use of the ROWs and as applicable, lead to relocation.;
- (r) **“Permit”** means a Municipal Consent or a Road Occupancy Permit or both.
- (s) **“Person”** means any individual, corporation, partnership, association, joint venture or organization of any kind and the lawful trustee, successor, assignee, transferee or personal representative thereof;
- (t) **“Prime Rate”** means the rate of interest per annum quoted by the Bank of Canada from time to time as its reference rate for Canadian Dollar demand loans made to its Canadian customers in Canada and which it refers to as its “prime rate”, as such rate may be changed by it from time to time;
- (u) **“Relocation”** means the relocation of the Equipment as required or requested by the Municipality, including:
 - (i) the excavation of the area occupied by the Equipment and the removal of the Equipment therefrom;
 - (ii) the filling up the area of the ROWs previously occupied by the Company Equipment with earth or other material satisfactory to the Municipal Engineer;
 - (iii) the replacement and restoration to their former condition and location of any drains, conduits, wires, pipes and their appurtenances which may have been removed or displaced for the purpose of relocating the Equipment;
 - (iv) restoration of the boulevard and/or pavement to their former condition; and
 - (v) the installation and construction of the Equipment in its new location in a manner satisfactory to the Municipal Engineer.
- (v) **“Road Occupancy Permit”** or **“ROP”** means a Permit issued by the Municipality authorizing the Company to conduct Work that includes any activity that involves a deployment of its workforce, vehicles and other equipment in the

ROWs and which may materially interfere with the public use and enjoyment of the ROWs for the duration of the Work (as more fully described in **Schedule B**).

- (w) “**Service Drop**” means a cable that, by its design, capacity and relationship to other cables of the Company, can be reasonably considered to be for the sole purpose of connecting backbone of the Equipment to not more than one individual customer or building point of presence or property.
- (x) “**Third Party**” means any person that is not a party to this Agreement nor an Affiliate of either Party, and includes any person that attaches its facilities in, on or to the Equipment under an agreement with the Company.
- (y) “**Undisputed Amount**” means an amount owing by the Company to the Municipality for which there is no outstanding notice of dispute, or which dispute has been settled before the CRTC, binding arbitration, or a court of competent jurisdiction.
- (z) “**Work**” means, but is not limited to, any survey, installation, removal, construction, maintenance, repair, replacement, relocation, operation, adjustment or other alteration of the Equipment performed by the Company (including without limitation that work performed on behalf of the Company by any contractor) within the ROWs, including the excavation, repair and restoration of the ROWs.

1.2 **Business Days**

If any payment is required to be made or other action is required to be taken pursuant to this Agreement on a day which is not a Business Day, then such payment or action shall be made or taken on the next Business Day.

1.3 **Legislation**

All references to statutes in this Agreement shall include amendments thereto, regulations thereof, and successor legislation thereafter.

1.4 **Recitals and Schedules**

The beginning part of this Agreement entitled “Recitals” and the following schedules are annexed to this Agreement and are hereby incorporated by reference into this Agreement and form part hereof.

Schedule A – Fees and Charges Payable by the Company

Schedule B – Permits Required by the Municipality

Schedule C – Relocation Costs

2. Use of ROWs

2.1 Consent to use ROWs

The Municipality hereby consents to the Company's use of the ROWs for the purpose of performing its Work, subject to the terms and conditions of this Agreement and in accordance with all Municipal Guidelines pertaining to the Equipment and the use of the ROWs.

2.2 Proviso

Notwithstanding **Section 2.1** and any other provisions of this Agreement, to the extent that any of the applicable Municipal Guidelines are inconsistent with the terms of this Agreement, the Company shall not be required to comply with such Municipal Guidelines.

2.3 Scope of Municipal Consent

The Company shall not, in the exercise of its rights under this Agreement, unduly interfere with the public use and enjoyment of the ROWs.

2.4 Equipment Acquired by Company

The Parties agree that, where the Company acquires, directly or indirectly, facilities from a Third Party that are located Within the ROWs (the "**New Equipment**"), and that Third Party is a party to a valid and existing municipal access agreement with the Municipality (the "**Old MAA**"), then, effective the date of the acquisition of the New Equipment by the Company:

- (a) the New Equipment shall form part of the Equipment and shall be governed by the terms and conditions of this Agreement; and
- (b) where the Company has been assigned, or has acquired the rights and obligations under, the Old MAA, the Old MAA shall be terminated.

2.5 No Ownership Rights

The Parties acknowledge and agree that:

- (a) the use of the ROWs under this Agreement shall not create nor vest in the Company any ownership or property rights or legal interest in the ROWs other than those contemplated by the *Telecommunications Act*, if any; and
- (b) the placement of the Equipment Within the ROWs shall not create or vest in the Municipality any ownership or property rights to the Equipment.

2.6 **Third Party Attachments to Equipment**

The Company shall be permitted to allow any Third Party to attach or install its facilities in, on and to the Equipment.

2.7 **Condition of ROWs**

The Municipality makes no representations or warranties as to the state of repair of the ROWs or the suitability or fitness of the ROWs for any business, activity or purpose whatsoever, and the Company hereby agrees to accept the ROWs on an “as is” basis. The Company acknowledges having been advised of Excess Soil Regulation (Excess Soil Reg 406/19). To the extent that such regulation (as amended or replaced) applies to any activities carried out by the Company pursuant to this agreement, the Company acknowledges that it (not the Municipality) shall be responsible for taking such actions as may be required to comply with such regulation.

2.8 **Liens**

The Company shall not register or permit to be registered any instrument claiming an estate, interest or property right in the ROW or other property in the Municipality in any real or personal property registry by virtue of the Company’s occupancy or use of the ROW or this Agreement. The Company shall not suffer or permit any lien to be filed or registered against any ROW.

2.9 **Crossing of Company Equipment**

The Municipality may cross the Company’s Equipment with its own improvements or otherwise, and may use the ROW for any purpose, and may allow other parties to cross the Company’s Equipment with their improvements or otherwise and to use the ROW.

3. **Permits to Conduct Work**

3.1 **Where Permits required:**

- (a) Work within the ROWs by the Company is subject to the authorization requirements of the Municipality as set out in **Schedule B** and the terms and conditions for obtaining authorization set out therein.
- (b) For each Permit required above, the Company shall submit to the Municipality a completed application, in a form specified by the Municipality. Applicable fee(s), set out in **Schedule A** shall be paid within 90 days of invoice following review and prior to commencing construction.
- (c) Subject to **Section 3.4**, the Municipality will issue the applicable Permits within 20 days of receiving a complete Application and will issue the applicable ROP within five (5) days of receiving a complete Application, or such other time as agreed to by the Parties having regard to the complexity of the Work covered by the Application and the volume of Permit Applications before the Municipality at that time.

3.2 **Routine Work**

Notwithstanding **Section 3.1**, the Company may, without first obtaining a Permit:

- (a) utilize existing ducts or similar structures of the Equipment or a Third Party's equipment;
- (b) carry out routine maintenance and field testing to its Equipment;
- (c) install and repair Service Drops; and
- (d) repair, replace or upgrade Equipment attached to municipal structures;

provided that in no case shall the Company break up or otherwise disturb the physical surface of the ROW without the Municipality's prior written consent.

3.3 **Expiry of Permit**

In the event that the Company has not commenced construction of the approved Work associated with a particular Permit within one (1) year of the date of issuance of the Permit and has not sought and received an extension to the Permit from the Municipality, which extension shall not be unreasonably withheld, the Permit shall be null and void. In such circumstances, any fees paid by the Company in respect of the expired Permit shall not be refunded and the Company must obtain a new Permit for the Work. All requests for an extension of a Permit must be made at least thirty (30) days prior to its expiration.

3.4 **Submission of Plans**

Unless otherwise agreed to by the Municipality, the Company shall, prior to undertaking any Work that requires a Municipal Consent, submit the following to the Municipal Engineer:

- (a) construction plans of the proposed Work, showing the locations of the proposed and existing Equipment and other facilities, and specifying the boundaries of the area within the Municipality within which the Work is proposed to take place; and
- (b) all other relevant plans, drawings and other information required under **Schedule B** to this Agreement or as may be normally required by the Municipal Engineer from time to time for the purposes of issuing Permits.

3.5 **Refusal to Issue Permits**

In case of conflict with any bona fide municipal purpose, including reasons of public safety and health, conflicts with existing infrastructure, proposed road construction, or the proper functioning of public services, all as identified in writing to the Company by the Municipality, the Municipality may request amendments to the plans referred to in **Section 3.3** or may choose to refuse to issue a Permit in accordance with **Section 3.1**.

3.6 Temporary Connections

In the case of any temporary connections or Service Drops, the Company shall ensure:

- (a) All aerial wires, cables or other Equipment crossing an ROW do not lie on the ground and have a vertical clearance of at least 2.4 metres.
- (b) Any temporary connection shall be on the condition that said temporary connection is removed within one hundred and twenty (120) days following the day on which it was placed, or such other period as may be agreed in writing to by the Parties, acting reasonably.
- (c) The Company must not cause any aerial trespass of adjacent or nearby properties.
- (d) If a temporary connection or Service Drop creates a situation which the Municipality, acting reasonably, deems to be an unsafe condition, then this shall be deemed to constitute an Emergency, and the provisions of **Section 5** shall apply.

3.7 Restoration of the Company's service during Emergencies

Notwithstanding **Section 3.1**, in the event of an Emergency, the Company shall be permitted to perform such remedial Work as is reasonably necessary to restore its services without complying with **Section 3.1**; provided that the Company provides notification to the Municipality within two (2) business days of completing the Work.

3.8 Temporary changes by Municipality

Notwithstanding any other provision in this Agreement, the Municipality reserves the right to set, adjust or change the approved schedule of Work by the Company for the purpose of coordinating or managing any major events or activities, including the restriction of any Work during those restricted time periods; provided however, that any such adjustment or change shall be conducted so as minimize interruption to the Company's operations. The Municipality shall use its commercially reasonable efforts to provide to the Company seven (7) days or any other mutually negotiated time, advance written notice of any change to the approved schedule of Work, except that, in the case of any Emergency, the Municipality shall provide such advance notice as is reasonably possible in the circumstances.

3.9 Construction

The Company shall not deviate more than 1 metre from the approved description and location of any part of the underground Company Equipment without the prior consent of the Municipal Engineer, which shall not be unreasonably withheld or delayed.

3.10 Security

- (a) Every time the Company fails to comply with the terms and conditions of this Agreement and following the provision of written notice by the Municipality to the Company of the non-compliance, the Municipality may suspend the Road Occupancy Permit until a resolution plan in respect to curing the non-compliance is agreed to by the Company and the Municipality in writing. Starting on the second event of non-compliance per Road Occupancy Permit, the Company shall deposit security in the form of a letter of credit with the Municipality, naming the Municipality as beneficiary, within five (5) business days of the resolution plan being agreed to by the Company and the Municipality. The amount of security shall be determined by the Municipal Engineer, having regard to an amount that is proportional to the work being undertaken, and in no case shall the security be less than \$10,000 unless agreed to by the Parties. The Company shall deposit with the Municipality only one letter of credit per Road Occupancy Permit, regardless of the number of non-compliances associated with a given Road Occupancy Permit.
- (b) If any non-compliance is not cured within ten (10) business days of the resolution plan being agreed to by the Company and the Municipality, the Municipality may draw on the letter of credit the amount required to cover the Municipality's reasonable costs to cure the non-compliances. The security, or remaining of, if any, shall be released by the Municipality within five (5) business days after the Municipality's acceptance of the completion of the Company's final restoration Work to the highway associated with the Permit.

4. Manner of Work

4.1 Compliance with Applicable Laws, etc.

Subject to **Section 2.2**, all Work shall be conducted and completed to the satisfaction of the Municipality and in accordance with:

- (a) the Applicable Laws (and, in particular, all laws and codes relating to occupational health and safety);
- (b) the Municipal Guidelines;
- (c) the Agreement; and
- (d) the applicable Permits issued under **Section 3.1**.

4.2 Underground Company Equipment

The Company shall place those portions of the Company Equipment that cross beneath streets or existing buried utilities in ducts, carrier pipes or encased in concrete, or as otherwise reasonably required by the Municipality.

4.3 **Stoppage of Work**

The Municipality may order the stoppage of the Work for any bona fide municipal purpose or cause relating to public health and safety or any circumstances beyond its control having regard to the public interest in having access to communications, including 9-1-1 access services. In such circumstances, the Municipality shall provide the Company with a verbal order and reasons to stop the Work, and the Company shall cease the Work immediately. Within two (2) business days of the verbal order, the Municipality shall provide the Company with a written stop work order with reasons. When the reasons for the Work stoppage have been resolved, the Municipality shall advise the Company immediately that it can re-commence the Work.

4.4 **Responsibility for Work**

The Company shall be responsible for all permitted Work, including the cost of such Work.

4.5 **Coordination of Work**

The Company shall use its reasonable efforts to minimize the necessity for road cuts, construction and the placement of new Equipment Within the ROW by coordinating its Work and sharing the use of support structures with other existing and new occupants of the ROWs.

4.6 **Utility Co-ordination Committee**

The Company may participate in a utility co- ordination committee established by the Municipality and contribute to its equitable share of the reasonable costs of the operation and administration of the committee as approved by such committee.

4.7 **Identification of Contractors**

The Company shall ensure that all of its contractors have proper identification visible on the Work site displaying the name of the Person for which they work.

4.8 **“As-built” Drawings**

Where a Municipal Consent is required in Schedule B, the Company shall make reasonable efforts to, no later than 90 days after completion of any Work provide the Municipal Engineer with accurate “as-built” drawings, prepared in accordance with such standards as may be required by the Municipal Engineer, sufficient to accurately establish the plan, profile, and dimensions of the Equipment installed Within the ROWs. Such drawings shall only be used for the purposes of facilitating the Municipal Engineer’s conduct of planning and issuance of Work permits. The “as-constructed” drawings must be protected through reasonable measures and must not be shared beyond those who require it for the purposes described above, nor must they be used for any other purpose or combined with other information. If requested by the Municipal Engineer, the

Company shall provide one copy of the drawings in an electronic format and one as a hardcopy.

4.9 **Where Equipment is located incorrectly**

Where the location of any portion of the Equipment in a ROW is located outside a distance of 1 metre horizontally (centre-line to centre-line) from the location approved in the Permit and, as a result, the Municipality is unable to install its facilities within the affected ROWs in the manner it expected based on the Permit (the “**Conflict**”), the following shall apply:

The Municipality may provide the Company with written notice of the Conflict and the Company shall, within sixty (60) days of receiving such notice, attempt to resolve the Conflict. If the Company is unable to resolve the Conflict in a reasonable time, then the Company may choose to do one of the following:

- (a) Pay the Municipality the Municipality’s Costs as a direct result of the Conflict.
- (b) Remove or relocate the Equipment or the portion of the Equipment that is incorrectly located at its own costs.

Notwithstanding the foregoing, in circumstances where records of the approved location of the Equipment are non-existent or unavailable, or where the conditions of the applicable ROW have changed materially from what was described in the Permit, the Parties agree to act reasonably when sharing or allocating the associated Relocation Costs. The Municipality shall not be entitled to rely on deviations that are minimal and do not have a material impact on the Municipality, financial or otherwise, in order to avoid responsibility for costs associated with the relocation. Additionally, the Parties recognize that over time, the location of the Company’s Equipment may have changed as a result of activities outside side of its control (such as work performed by the Municipality or a Third Party) and the Company should not be responsible for the Conflict. The Parties agree to work together to determine whether the current location of the Company’s Equipment has been impacted by factors outside the Company’s control. Similarly, the Company may not avoid responsibility for the Conflict where the location is impacted by factors outside the control of the Municipality.

4.10 **Street Aesthetics**

Where commercially reasonable and technically practicable and subject to confirmation of additional costs, if any, the Company may participate in joint initiatives with the Municipality, developers and other occupants of the ROWs regarding the installation of new Company Equipment, including installing Company Equipment into specially designed units, pedestals or cabinets or, where permitted, clustering units, pedestals or cabinets together, all for the purpose of improving street, landscape and community aesthetics.

4.11 **Confidentiality**

The Parties recognize that documents shared by the Company with the Municipality as part of this Agreement and under the Telecommunications Act contain information that represents commercially sensitive, confidential information. In the event that any documents relating to this Agreement are captured by a third-party freedom of information request made under provincial freedom of information legislation), prior to providing such information to a Third Party, the Municipality agrees to inform the Company and provide the Company with an opportunity to comment on whether or not the information should be disclosed.

4.12 **Removal of Graffiti**

The Company shall use its commercially reasonable efforts to clean, remove or conceal graffiti or other unauthorized markings located and visible on the Equipment in a timely manner and to the satisfaction of the Municipality.

4.13 **Replacement of Old Equipment**

Where the Company locates Equipment, in a ROW for the purpose of replacing old Equipment, the old Equipment located at or above grade, including without limitation, any solid foundation that extends below grade, shall be removed within two hundred and forty (240) days of the new Equipment being placed in the ROW.

4.14 **Maintenance of Above-ground Cabinets**

The Company shall within five (5) Business Days of written notice from the Municipality, or such other reasonable period of time agreed to by the Parties, clean, straighten, paint and repair specifically identified above-ground cabinets as requested by the Municipality.

5. **Emergency Work**

5.1 **Emergency Temporary Relocation**

In cases of an Emergency that requires the Company to temporarily relocate Company Equipment, the parties shall work co-operatively and expeditiously to complete the relocation as soon as practicably possible.

5.2 **Emergency Work by Municipality**

In the event of an Emergency, the Municipality shall as soon as reasonably practicable contact the Company and, as circumstances permit, allow the Company a reasonable opportunity to remove, relocate, protect or otherwise deal with the Equipment, having regard to the nature of the Emergency. Notwithstanding the foregoing, the Municipality may take all such measures it deems necessary to address the Emergency and otherwise re-establish a safe environment and the Company shall pay the Municipality's Costs that are directly attributable to repairing the Company's Equipment, unless the Emergency

situation is caused by an act or negligence of the Municipality, in which case the Municipality will be responsible for all costs.

5.3 **Emergency contact personnel**

The Company and the Municipality shall provide to each other a list of 24-hour emergency contact personnel, available at all times, including contact particulars, and shall ensure that the list is kept current.

6. **Remedial Work**

6.1 **General**

Following the completion of any Work, the Company shall leave the ROW in a neat, clean, and safe condition and free from nuisance, all to the satisfaction of the Municipality. Subject to Section 6.5, where the Company is required to break or otherwise disturb the surface of a ROW to perform its Work, it shall repair and restore the surface of the ROW to substantially the same condition it was in before the Work was undertaken, all in accordance with section 6.2 or 6.3 and to the satisfaction of the Municipal Engineer.

6.2 **Permanent Road Restoration**

If the Company has excavated, broken up or otherwise disturbed the surface of a ROW, the requirements for the Company completing the road restoration work will vary depending on if and when pavement has been recently repaved or overlaid, as follows:

- (a) if pavement has been repaved or overlaid during the five-year period immediately prior to the date of issuance of the Permit, then the Municipality may require that the Company grind and overlay the full lane width of pavement in the ROW;
- (b) if pavement has been repaved or overlaid during the two-year period immediately prior to the date of issuance, then the Municipality may require that the Company grind and overlay the full width of the pavement in the ROW;
- (c) in either subsections (a) or (b) above, if Third Parties, the Municipality as a provider of services to the public, or the Municipality's Affiliates, has excavated, broken up or otherwise disturbed the pavement to be ground and overlaid, the costs of that grind and overlay will be apportioned between the Company the Third Parties, the Municipality, or the Municipality's Affiliates on the basis of the area of their respective cuts;
- (d) the Municipality will not require grind and overlay under subsections (a) or (b) above for road restoration work involving:
 - (i) service connections to buildings where no other reasonable means of providing service exists and the Company had no requirement to provide service before the new pavement was placed;

- (ii) Emergencies; and
 - (iii) other situations deemed by the Municipal Engineer to be in the public interest; and
- (e) if the Municipality has required the Company to grind and overlay under either subsections (a) or (b) above, the Company will have no obligation to pay Pavement Degradation fees under Schedule A in relation to that pavement.

6.3 **Temporary repair.**

Where weather limitations or other external conditions beyond the control of the Company do not permit it to complete a final repair to the ROW within the expected period of time, the Company may complete a temporary repair to the ROW; provided that, subject to Section 6.5, the Company replaces the temporary repair with a final repair within a reasonable period of time. All repairs to the ROW by the Company shall be performed in accordance with the Municipal Guidelines and to the satisfaction of the Municipality.

If a temporary repair gives rise to an unsafe condition, then this shall be deemed to constitute an Emergency and the provisions of Section 5.3 shall apply.

6.4 **Warranty for repairs.**

The Company warrants its temporary repair, to the satisfaction of the Municipality until such time as the final repair is completed by the Company, or, where the Municipality is performing the final repair, for a period of two (2) years or until such time as the final repair is completed by the Municipality, whichever is earlier. The Company shall warrant its final repairs for a period of two (2) years from the date of their completion.

6.5 **Repairs completed by Municipality.**

Where:

- (a) the Company fails to complete a temporary repair to the satisfaction of the Municipality within seventy-two (72) hours of being notified in writing by the Municipality, or such other period as may be agreed to by the Parties; or
- (b) the Company and the Municipality agree that the Municipality should perform the repair,

then the Municipality may effect such work necessary to perform the repair and the Company shall pay the Municipality's Costs of performing the repair

7. **Locating Facilities in ROWs**

7.1 **Locates**

The Company agrees that, in addition to the Information it provides to the Municipality under Section 4.8, it shall, throughout the Term at its own cost, record and maintain adequate records of the locations of its Equipment. Each Party shall, at its own cost and at the request of the other Party (or its contractors or authorized agents), physically locate its respective facilities by marking the ROW using paint, staking or other suitable identification method (“**Locates**”), under the following circumstances:

- (a) in the event of an Emergency, within two hours of receiving the request or as soon as practicably possible, following which the requesting Party will ensure that it has a representative on site (or alternatively, provide a contact number for its representative) to ensure that the area for the Locates is properly identified;
- (b) in all other circumstances, within a time reasonably agreed upon by the Parties; or
- (c) where provincial OneCall legislation is in force, in accordance with the standards set out in such legislation.

7.2 **Utility Locate Notification System.**

The Company shall become a member of the utility locate notification system (“the Locate System”) with the Municipality and other utility companies (the “Locate System”) unless the Company elects to provide its own Locates and such Locates are performed to a standard equal to or better than Locates provided by the Locate System.

7.3 **Provision of Mark-ups.**

The Parties agree to respond within twenty (20) days to any request from the other Party for a mark-up of Municipal infrastructure or Equipment design drawings showing the location of any portion of the municipal infrastructure or Company Equipment, as the case may be, located within the portion of the ROWs shown on the plans (the “**Mark-ups**”), and shall provide such accurate and detailed information as may be reasonably required by the requesting Party.

7.4 **Inaccurate Locates.**

Where the Company’s Locates do not accurately correspond with the location of the Equipment, and as a result, the Municipality is unable, to install its facilities within the affected ROWs in the manner it expected based on the Locates provided by the Company (“**the Error**”), the following shall apply:

- (a) The Municipality will notify the Company of the Error, following which the Company shall, in consultation with the Municipality, attempt to resolve the Error.

- (b) If the Company is unable to resolve the Error in a reasonable time commensurate with the situation and to the Municipality's satisfaction, acting reasonably, then the Company shall pay to the Municipality the Municipality's Costs as a direct result of the Error.

The obligation set out in part (b) of this clause only applies in circumstances where the as-built drawings or Permits showing the authorized location can be consulted. Additionally, the Parties recognize that over time, the location of the Company's Equipment may have changed as a result of activities outside of its control (such as work performed by the Municipality or a Third Party) and the Company shall not be responsible for the Error. The Parties agree to work together to determine whether the current location of the Company's Equipment has been impacted by factors outside the Company's control.

7.5 **Location Conflicts.**

The locates provided by the Company to the Municipality for pre-design shall contain sufficient design information and survey detail as reasonably required by the Municipal Engineer, such as line and elevation of the Equipment within the alignments. If the Company is unable to provide either the line or elevation information within an agreed-upon time frame, the Municipality may invoice the Company for any costs reasonably incurred by the Municipality in determining the line or elevation of the Equipment within the alignments. With respect to underground facilities, if the Municipal Engineer finds that the locates provided by the Company to the Municipality for pre-design do not contain sufficient design information and survey detail, the Municipality may request further information on the location of these facilities when such information is reasonably necessary. When a request is made for further information on the location of underground facilities, the Company and the Municipality are to proceed as follows:

- (a) First, the Company and the Municipality are to discuss and try to resolve any potential design and/or construction conflicts.
- (b) Should the matter not be resolved through discussions, the Company is to provide markups of drawings to indicate the location of its existing underground facilities in the area of the proposed project giving rise to the request for information on the location of underground facilities.
- (c) As a last resort, if the prior methods are not sufficient to resolve the conflicts, the Company is to undertake field investigations to verify the location of these underground facilities.
- (d) The vertical coordinates are to be provided in the format chosen by the Municipality (Such as depth of cover or metres above sea level) and within a level of accuracy agreed upon by the Municipality and the Company.
- (e) The Municipality and the Company are to each pay 50% of the costs associated with the field investigations.

7.6 **Depth.**

Notwithstanding any other provision of this Agreement, the Parties recognize that over time, the location of the Company's Equipment may have changed as a result of activities beyond its control (such as work performed by the Municipality, its Affiliates or a Third Party). In light of this, the Company shall not be responsible for providing the Municipality with vertical location information for its Equipment

8. **Relocation of Equipment**

8.1 **General**

Where the Municipality requires and requests the Company to relocate its Equipment for bona fide municipal purposes, the Municipality shall notify the Company in writing of the purpose of the relocation and, subject to **Section 8.3**, the Company shall, within ninety (90) days thereafter of receiving an approved MC from the Municipality in accordance with **Section 3.1** or such other such time as agreed to by the Parties having regard to the schedules of the Parties and the nature of the relocation required, perform the relocation and any other required and associated Work. The Company shall promptly respond to all requests from the Municipality's employees, officers and agents (including without limitation any engineer appointed under the *Drainage Act*, R.S.O. 1990, c. D.17) for information respecting the location of the works, the costs of relocation, the timing involved in such relocation and other information respecting the works to facilitate any Municipal Project.

8.2 **Municipality's efforts.**

The Municipality will make good faith efforts to provide alternative routes for the Equipment affected by the relocation to ensure uninterrupted service to the Company's customers. Once the Company has provided the Municipality with all information the Municipality requires to enable it to process a Permit application, the Municipality shall provide, on a timely basis, all Permits required to allow the Company to relocate the Equipment.

8.3 **Equipment affected by Municipal projects.**

If, prior to the issuance of a Permit, the Municipality advises the Company in writing that the new Equipment will be affected by projects in the Municipality's three-year capital works plan, and the Company, despite being advised of such, requests the Municipality to issue the Permit, then the Municipality may issue a conditional Permit stating that the Company will be responsible for all Relocation Costs if the Municipality requires the Company to relocate the Equipment within three (3) years of the date of the Permit for any project identified in the five-year capital works plan, as of the date of the Permit.

8.4 **Relocation to Private Property.**

Where the Company is required to Relocate the Equipment to property other than a ROW or other municipal property, then the Municipality shall:

- (a) provide the Company with sufficient time to procure an easement from the third-party landowner; and
- (b) compensate the Company for its the full costs to acquire and register the easement.

8.5 Reimbursement by Municipality for the Company's Relocation Costs.

The Municipality shall reimburse the Company for all or part of its reasonable and verifiable costs of completing a relocation requested by the Municipality (the "**Relocation Costs**") based upon the principles, methodologies and procedures set out in **Schedule C**. Schedule C may be relied upon by the Municipality and any engineer (including, engineers appointed under the *Drainage Act*, R.S.O. 1990, c. D.17) for the purpose of recovering part or all of the Relocation Costs from any third party(ies) in accordance with applicable legislation or agreements in place.

8.6 Where Equipment is Located Incorrectly.

The Municipality shall not be responsible for the costs of relocating any portion of the Equipment that is located outside a distance of one (1) metre horizontally (center-line to center-line) from the location approved in the Permit. Notwithstanding the foregoing, in circumstances, where records of the approved location of the Equipment are non-existent or unavailable, or where the conditions of the applicable ROW have changed materially from what was described in the Permit, the Parties agree to act reasonably when sharing or allocating the associated Relocation Costs. The Municipality shall not be entitled to rely on deviations that are minimal and do not have a material impact on the Municipality, financial or otherwise, in order to avoid responsibility for costs associated with the relocation. Additionally, the Parties recognize that over time, the location of the Company's Equipment may have changed as a result of activities outside side of its control (such as work performed by the Municipality or a Third Party) and the Company should not be responsible for the conflict. The Municipality will disclose any knowledge as to whether the current location of the Company's Equipment has been impacted by factors outside the Company's control.

8.7 Relocation Performed by Municipality.

8.8 If the Company fails to complete the Relocation in accordance with Section 8.1 to the reasonable satisfaction of the Municipality:

- (a) The Municipality will notify the Company, following which the Company shall, in consultation with the Municipality, attempt to complete the Relocation in such manner.
- (b) If the Company is unable to complete the Relocation in such manner and within a reasonable time, then the Municipality may, at its option, complete such Relocation or otherwise reasonably remedy the occurrence, and the Company shall pay the Municipality's Costs of the Relocation or remedy of the occurrence,

including design and inspection fees and the cost of any delays that may be experienced.

8.9 Discontinuance of ROW.

Where, in the opinion of the Municipality, a ROW (or any portion thereof) in which Equipment is located is no longer required for use by the Municipality as such, the Municipality may cause such ROW to be discontinued by registering a Notice of Discontinuance in the proper Registry Office; provided that:

- (a) if the Municipality owns the land upon which the ROW is located and does not require the Company to Relocate the Equipment, the Municipality will, prior to the discontinuance and conveyance of the ROW, cause an easement to be registered against the property in favour of the Company at the Municipality's cost. The Municipality will be responsible for the cost of registration of the easement in the land titles office;
- (b) if the Municipality owns the land upon which the ROW is located and does require the Company to Relocate the Equipment, the Parties shall, prior to the discontinuance and conveyance of the ROW, effect the Relocation of the Equipment in accordance with Sections 8.1, 8.2 and 8.4.

9. Fees and Other Charges

9.1 General.

The Company covenants and agrees to pay to the Municipality the fees, charges, and Municipality's Costs in accordance with this Agreement, including the fees and charges set out in Schedule A.

9.2 Invoices.

Unless expressly provided elsewhere in this Agreement, where there are any payments to be made under this Agreement, the Party requesting payment shall first send a written invoice to the other Party, setting out in detail all amounts owing, including any applicable provincial and federal taxes and interest payable on prior overdue invoices, and the payment terms. The Parties agree that all invoices shall be issued within sixty (60) days and all payments shall be made in full by no later than ninety (90) days after the date of the invoice was received.

9.3 Interest.

If either Party does not pay in full within the prescribed time period all amounts payable to the other Party under this Agreement, and such non-payment continues for more than fifteen (15) days after the date payment is due, the Party owing such amounts shall pay to the other Party interest, before and after judgment, calculated daily and compounded monthly at a rate per annum equal to the Prime Rate plus two percent (2%). All such interest shall be payable on the last Business Day of each calendar month.

9.4 **Payment of taxes.**

The Company shall pay, and shall expressly indemnify and hold the Municipality harmless from, all taxes lawfully imposed now or in the future by the Municipality or all taxes, rates, duties, levies or fees lawfully imposed now or in future by any regional, provincial, federal, parliamentary or other governmental body, corporate authority, agency or commission (including, without limitation, school boards and utility commissions) but excluding the Municipality, that are attributable to the Company's use of the ROW.

10. **Term and Termination**

10.1 **Initial term and renewal.**

This Agreement shall have an initial term of five (5) years commencing on the Effective Date and shall be renewed automatically for successive 5-year terms subject to the renegotiation of fees set out in Schedule A, if applicable. If the Parties fail to renegotiate the fees set out in Schedule A within thirty (30) days of automatic renewal, the dispute shall be decided by an arbitrator whose decision shall be binding. Notwithstanding the above, this Agreement shall not be automatically renewed where:

- (a) this Agreement is terminated by either Party in accordance with this Agreement;
- (b) a Party delivers initial notice of non-renewal to the other Party at least one hundred and eighty (180) days prior to the expiration of the then current term; or
- (c) this Agreement is replaced by a New Agreement (as defined below) between the Parties.

10.2 **Termination by either Party.**

Either Party may terminate this Agreement without further obligation to the other Party, upon providing at least twenty-four (24) hours' notice in the event of a material breach of this Agreement by the other Party after notice thereof (including failure to pay an Undisputed Amount with the time provided) and failure of the other Party to remedy or cure the breach within thirty (30) days of receipt of the notice. If, however, in the view of the non-breaching Party, it is not possible to remedy or cure the breach within such thirty (30) day period, then the breaching Party shall commence to remedy or cure the breach within such thirty (30) day period and shall complete the remedy or cure within the time period stipulated in writing by the non-breaching party.

10.3 **Termination by Municipality.**

The Municipality may terminate this Agreement by providing the Company with at least twenty-four (24) hours' written notice in the event that:

- (a) the Company becomes insolvent, makes an assignment for the benefit of its creditors, has a liquidator, receiver or trustee in bankruptcy appointed for it or

becomes voluntarily subject as a debtor to the provisions of the *Companies' Creditors Arrangement Act* or the *Bankruptcy and Insolvency Act*;

- (b) the Company assigns or transfers this Agreement or any part thereof other than in accordance with Section 17.8; or
- (c) the Company ceases to be eligible to operate as a Carrier.

10.4 **Obligations and rights upon termination or expiry of Agreement.**

Notwithstanding any other provision of this Agreement, if this Agreement is terminated (other than in accordance with Sections 10.2 and 10.3) or expires without renewal, then, subject to the Company's rights to use the ROWs pursuant to the Telecom Act and, unless the Company advises the Municipality in writing that it no longer requires the use of the Equipment:

- (a) the terms and conditions of this Agreement shall remain in full force and effect until a new municipal access agreement (a "New Agreement") is executed by the Parties; and
- (b) the Parties shall enter into meaningful and good faith negotiations to execute a New Agreement and, if, after six (6) months or other time period as may be mutually agreed upon by the Parties, following the expiry of this Agreement, the Parties are unable to execute a New Agreement, then either Party may apply to the CRTC to resolve the terms and conditions of the New Agreement to the extent of non-consensus.

10.5 **Removing abandoned Equipment.**

Where the Company advises the Municipality in writing that it no longer requires the use of any Equipment, the Company shall, at the Municipality's request and within a reasonable period of time as agreed to by the Parties, act as follows at the Company's sole cost and expense:

- (a) Remove the abandoned Equipment that is above ground;
- (b) Subject to (c) immediately below, make safe any underground vaults, manholes and any other underground structures that are not occupied or used by a Third Party, (collectively "Abandoned Underground Structures");
- (c) Where, in the reasonable opinion of the Municipal Engineer, the Abandoned Underground Structures will interfere with any municipally approved project that will require excavation or otherwise disturb the portions of the ROWs in which the Abandoned Underground Structures are located, then the Company shall, at or about the time the excavation of such portions of the ROWs for said project commences, remove the Abandoned Underground Structures therein.

Upon removal of the abandoned Equipment or upon the removal or making safe of Underground Structures, the Company shall repair any damage resulting from such removal or making safe and restore the affected ROWs to the condition in which they existed prior to the removal or making safe. If the Company fails to remove such Equipment and restore the ROWs within the time specified above and to the satisfaction of the Municipal Engineer, the Municipality may complete such removal and restoration and the Company shall pay the associated Municipality's Costs.

10.6 Continuing obligations.

Notwithstanding the expiry or earlier termination of this Agreement, each Party shall continue to be liable to the other Party for all payments due and obligations incurred hereunder prior to the date of such expiry or termination.

11. Insurance and Security

11.1 General.

Throughout the term of this Agreement, the Company shall maintain, at its sole expense, insurance (the "**Company Insurance**") in sufficient amount and description as will protect the Company and the Municipality from claims for damages including, bodily injury (including death) and property damage which may arise from the Company's operations under this Agreement, including the use or maintenance of the Company Equipment within the ROWs or any act or omission of the Company and its employees, contractors and agents while engaged in the Work. The Company Insurance shall include all costs, charges and expenses reasonably incurred with any injury or damage.

11.2 General Liability Occurrence-based Insurance.

Without limiting the generality of the foregoing, the Company shall obtain and maintain comprehensive general liability occurrence-based insurance coverage which:

- (a) covers claims and expenses for liability for personal injury, bodily injury and property damage in an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence. Excess or umbrella insurance may be used to achieve the required insured limits;
- (b) extends to cover the contractual obligations of the Company as stated within this Agreement;
- (c) confirms the Municipality as an additional insured with respect to liability arising out of the Company's operations under this Agreement; and
- (d) contains cross liability and severability of interest clauses.

11.3 Insurance Certificates.

Prior to the execution of this Agreement, the Company shall provide, in a form acceptable to the Municipality acting reasonably, the Municipality with certificates of insurance in respect of the Company Insurance evidencing the cross liability and severability clauses and confirming the Municipality as an “additional insured”. Thereafter, the Company shall provide the Municipality with evidence of all renewals of the required Company Insurance in a certificate of insurance form acceptable to the Municipality acting reasonably.

11.4 General Insurance Conditions.

- (a) The Company Insurance shall not be construed to, and shall in no manner, limit or restrict the Company’s liability or obligations under this Agreement.
- (b) The Municipality shall not be liable for any premiums relating to policies under the Company Insurance.
- (c) The policies under the Company Insurance shall provide:
 - (i) that the Commercial General Liability insurance is primary insurance which will not call into contribution any other insurance available to the Municipality; and
 - (ii) that the Company Insurance shall not be cancelled lapsed during policy terms without at least thirty (30) Days notice to the Municipality by mail.
- (d) The Company will immediately notify the Municipality of any changes to or cancellation of the Company Insurance if they will directly affect or reduce the coverage made available to the Municipality.

12. Liability and Indemnification

12.1 Definitions.

For the purposes of this Article 12, the following definitions shall apply:

- (a) “**Municipality**” means the Municipality and its elected and appointed officials, officers, employees, contractors, agents, successors and assigns;
- (b) “**Company**” means the Company and its directors, officers, employees, contractors, agents, successors and assigns;
- (c) “**Claims**” means any and all claims, actions, causes of action, complaints, demands, suits or proceedings of any nature or kind;
- (d) “**Losses**” means, in respect of any matter, all losses, damages, liabilities, deficiencies, Costs and expenses; and

- (e) “Costs” means those costs (including, without limitation, all legal and other professional fees and disbursements, interest, liquidated damages and amounts paid in settlement, whether from a third party or otherwise) awarded in accordance with the order of a court of competent jurisdiction, the order of a board, tribunal or arbitrator or costs negotiated in the settlement of a claim or action.

12.2 **No liability, Municipality.**

Except for Claims or Losses arising, in whole or in part, from the negligence or willful misconduct of the Municipality, the Municipality shall not:

- (a) be responsible, either directly or indirectly, for any damage to the Equipment howsoever caused; and
- (b) be liable to the Company for any Losses whatsoever suffered or incurred by the Company, on account of any actions or omissions of the Municipality under this Agreement.

12.3 **No liability, both Parties.**

Notwithstanding anything else in this Agreement, neither Party shall be liable to any person in any way for special, incidental, indirect, consequential, exemplary, or punitive damages, including damages for pure economic loss or for failure to realize expected profits, howsoever caused or contributed to, in connection with this Agreement and the performance or non-performance of its obligations hereunder. Neither party shall be required to indemnify the other party to the extent any such damage or losses arise out of or are caused by a breach of this Agreement or any unlawful act or any negligent act or omission by the other party or any third party. This section shall survive the termination of this Agreement.

12.4 **Indemnification by Municipality.**

The Municipality hereby indemnifies the Company from and against all Losses and/or Costs incurred by the Company in connection with this Agreement as a result of any Claim, action, suit or proceeding based on a Claim of injury to any person, including injury resulting in death or damage to property of any Third Party, including property of the Company caused by or attributable to the omission, negligence, willful misconduct or gross negligence of the Municipality, its officers, employees, agents, contractors, licensees or invitees.

13. **Environmental Liability**

13.1 **Municipality not responsible.**

The Municipality is not responsible, either directly or indirectly, for any damage to the natural environment or property, including any nuisance, trespass, negligence, or injury to any person, howsoever caused, arising from the presence, deposit, escape, discharge,

leak, spill or release of any Hazardous Substance in connection with the Company's occupation or use of the ROWs, unless such damage was caused directly or indirectly by the negligence or willful misconduct of the Municipality or those for which it is responsible in law.

13.2 Company to assume environmental liabilities.

The Company agrees to assume all environmental liabilities, claims, fines, penalties, obligations, costs or expenses whatsoever relating to its use of the ROWs, including, without limitation, any liability for the clean-up, removal or remediation of any Hazardous Substance on or under the ROWs that result from:

- (a) the occupation, operations or activities of the Company, its contractors, agents or employees or by any person with the express or implied consent of the Company Within the ROWs; or
- (b) any Equipment brought or placed Within the ROWs by the Company, its contractors, agents, or employees or by any person with the express or implied consent of the Company;

unless such damage was caused directly or indirectly in whole or in part by the negligence or willful misconduct on the part of the Municipality or those for which it is responsible in law.

14. Force Majeure

Except for the Parties' obligations to make payments to each other under this Agreement, neither Party shall be liable for a delay in its performance or its failure to perform hereunder due to causes beyond its reasonable control, including, but not limited to, acts of God, fire, flood, or other catastrophes; government, legal or statutory restrictions on forms of commercial activity arising subsequent to this Agreement; or order of any civil or military authority; national emergencies, insurrections, riots or wars or strikes, lockouts or work stoppages ("**Force Majeure**"). In the event of any one or more of the foregoing occurrences, notice shall be given by the Party unable to perform to the other Party and the Party unable to perform shall be permitted to delay its performance for so long as the occurrence continues. Should the suspension of obligations due to Force Majeure exceed two (2) months, either Party may terminate this Agreement without liability upon delivery of notice to the other Party.

15. Dispute Resolution

15.1 General.

The Parties hereby acknowledge and agree that:

- (a) this Agreement has been entered into voluntarily by the Parties with the intention that it shall be final and binding on the Parties until it is terminated or expires in accordance with its terms;

- (b) it is the intention of the Parties that all Disputes (as defined in **Section 15.2**) be resolved in a fair, efficient, and timely manner without incurring undue expense and, wherever possible, without the intervention of the CRTC; and
- (c) the CRTC shall be requested by the Parties to consider and provide a decision only with respect to those matters which form the basis of the original Dispute as set out in the Dispute Notice issued under this **Article 15**.

15.2 Resolution of Disputes.

The Parties will attempt to resolve any dispute, controversy, claim or alleged breach arising out of or in connection with this Agreement (“**Dispute**”) promptly through discussions at the operational level. In the event a resolution is not achieved, the disputing Party shall provide the other Party with written notice of the Dispute and the Parties shall attempt to resolve such Dispute between senior officers who have the authority to settle the Dispute. All negotiations conducted by such officers shall be confidential and shall be treated as compromise and settlement negotiations. If the Parties fail to resolve the Dispute within thirty (30) days of the non-disputing Party’s receipt of written notice, either Party may initiate legal proceedings and/or submit the Dispute to the CRTC for resolution.

15.3 Continued performance.

Except where clearly prevented by the nature of the Dispute, the Municipality and the Company agree to continue performing their respective obligations under this Agreement while a Dispute is subject to the terms of this **Article 15**.

16. Notices

16.1 Method of Notice.

Any notice required may be sufficiently given by personal delivery or, if other than the delivery of an original document, by facsimile transmission to either Party at the following addresses:

If to the Municipality:

The Corporation of the Town of Tecumseh
917 Lesperance Road
Tecumseh, Ontario N8N 1W9
Email:
Fax: 519-735-6712

If to Xplore Inc.:

Xplore Inc.
Attn: Vice President, Legal
625 Cochrane Drive, Suite 1000

Markham, ON L3R 9R9
Email: legal@xplore.ca

With a copy to:

Xplore Inc.
Attn: Vice President, Network Build
625 Cochrane Drive, Suite 1000
Markham, ON L3R 9R9
Email: Chris.Tsakopoulos@xplore.ca

If to Xplore Fibre L.P.

Xplore Fibre L.P.
Attn: Vice President, Legal
625 Cochrane Drive, Suite 1000
Markham, ON L3R 9R9
Email: legal@xplore.ca

With a copy to:

Xplore Fibre L.P.
625 Cochrane Drive, Suite 1000
Markham, ON L3R 9R9
Email: Chris.Tsakopoulos@xplore.ca

16.2 **Delivery of notice.**

Any notice given pursuant to Section 16.1 shall be deemed to have been received on the date on which it was delivered in person, or, if transmitted by facsimile during the regular business hours of the Party receiving the notice, on the date it was transmitted, or, if transmitted by facsimile outside regular business hours of the Party receiving the notice, on the next regular business day of the Party receiving the notice; provided, however, that either Party may change its address and/or facsimile number for purposes of receipt of any such communication by giving ten (10) days' prior written notice of such change to the other Party in the manner described above.

16.3 **Alternative Method of Notice.**

Any notice may also be given by e-mail to the address provided by the relevant Party of such purpose. Notice by-email shall be effective on the date of its delivery.

17. **General**

17.1 **Entire agreement.**

This Agreement, together with the Schedules attached hereto, constitutes the complete and exclusive statement of the understandings between the Parties with respect to the

rights and obligations hereunder and supersedes all proposals and prior agreements, oral or written, between the Parties.

17.2 Gender and number.

In this Agreement, words importing the singular include the plural and vice versa, words importing gender, include all genders.

17.3 Sections and headings.

The division of this Agreement into articles, sections and subsections and the insertion of headings are for convenience of reference only and do not affect the interpretation of this Agreement. Unless otherwise indicated, references in this Agreement to an article, section, subsection, or schedule are to the specified article, section or subsection of or schedule to this Agreement.

17.4 Statutory references.

A reference to a statute includes all regulations and rules made pursuant to the statute and, unless otherwise specified, the provisions of any statute or regulation which amends, supplements or supersedes the statute or the regulation.

17.5 Including.

Where the word “including” or “includes” is used in this Agreement it means “including (or includes) without limitation as to the generality of the foregoing”.

17.6 Currency.

Unless otherwise indicated, references in this Agreement to money amounts are to the lawful currency of Canada.

17.7 Voluntary Agreement.

The Company represents and warrants that it has entered into this Agreement voluntarily, believing the terms to be fair and reasonable, and it has not been subject to any undue influence, pressure, coercion or duress in entering this Agreement.

17.8 Assignment.

This Agreement may not be assigned, in whole or in part, without the prior written consent of the other Party. Notwithstanding the foregoing, either Party shall have the right to assign this Agreement to an Affiliate, or in the case of the Company, in connection with an acquisition, corporate reorganization or sale of substantially all of its assets, without the consent of the other Party, provided that: i) it is not in material breach of this Agreement; ii) it has given written notice to the other Party; iii) any assignee agrees to be bound by the terms and conditions of this Agreement; and iv) the assignee is

not in direct competition with the other Party, in which case, prior written consent would be required.

17.9 Parties to act reasonably.

Each Party shall at all times act reasonably in the performance of its obligations and the exercise of its rights and discretion under this Agreement.

17.10 Amendments.

Except as expressly provided in this Agreement, no modification of or amendment to this Agreement shall be effective unless agreed to in writing by the Municipality and the Company.

17.11 Survival.

The terms and conditions contained in this Agreement that by their sense and context are intended to survive the performance thereof by the Parties hereto shall so survive the completion of performance, the expiration and termination of this Agreement, including, without limitation, provisions with respect to indemnification and the making of any and all payments due hereunder.

17.12 Governing law.

This Agreement shall be governed by the applicable laws of the Province of Ontario and all applicable federal laws of Canada applicable therein.

17.13 Waiver.

Failure by either Party to exercise any of its rights, powers or remedies hereunder or its delay to do so shall not constitute a waiver of those rights, powers or remedies. The single or partial exercise of a right, power or remedy shall not prevent its subsequent exercise or the exercise of any other right, power or remedy.

17.14 Severability.

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision and everything else in this agreement shall continue in full force and effect.

17.15 Inurement.

This Agreement is and shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and permitted assigns, and may not be changes or modified except in writing, duly signed by the Parties hereto.

17.16 Equitable Relief.

Either Party may, In addition to any other remedies it may have at law or equity, seek equitable relief, including without limitation, injunctive relief, and specific performance to enforce its rights or the other Party's obligations under this Agreement

In Witness Whereof the Parties hereto have executed this Agreement by their duly authorized representatives.

The Corporation of the Town of Tecumseh

Per: _____
Gary McNamara, Mayor

Per: _____
Robert Auger, Clerk

We have authority to bind.

Xplore Inc.

Per: _____
Chris Tsakopoulos, ASO

I have authority to bind.

Xplore Fibre L.P. by its general partner, Xplore Spectrum Holdings Inc.

Per: _____
Chris Tsakopoulos, ASO

I have authority to bind.

Schedule A

Fees and Charges Payable by the Company

The fees below are effective as of January 1, 202___ and will be automatically increased annually by Consumer Price Index effective January 1st of each subsequent calendar year based on the previous November 30th year over year Ontario CPI increase as advised by the Treasurer of the Municipality.

"Consumer Price Index" means the percentage change from year to year of the Consumer Price Index for "All Items" in the "Province of Ontario" as calculated/maintained by Statistics Canada (or such federal government body charged with calculation thereof from time to time).

1. **Permit Fees**

Fees for each application inclusive of Legal, Road Occupancy Permit, Plan Review and Inspection Fees of:

\$400.00 per application; plus

2. **Causal Lost Productivity Costs**

These costs are recovered by the Municipality through the addition of a loading factor of 15%, which is included in the permit fees listed above.

3. **Pavement Degradation Fee**

Unless otherwise indicated in the Agreement, at the time of applying for a permit, the Company shall pay the Municipality the pavement degradation fees set out in Schedule B based on the age and area of the pavement to be broken by the Company, as estimated by the Municipality. Once the Work has been completed, the Parties shall determine the actual area of pavement that was disturbed or broken by the Company and the final amount owed by or to the Company. Cost recovery for pavement restoration costs and increased cost of future pavement repairs and replacement based on the following schedule:

Pavement Age (Years)	Fee (Cost per square meter)
1-2	\$24
3-4	\$20
5-6	\$16
7-8	\$10
9-10	\$10
10-20	\$4
20+	N/A

Schedule B

Permits Required by the Municipality

Work Activity	Municipal Consent	ROP ¹	Notification only	No Permit or Notification
Any installation of Equipment that requires Excavation (meaning the breaching or breaking up of the hard surface of the ROW, and includes activities such as day-lighting, test pitting, digging pits and directional boring but excluding hand-digging) in the ROW, including: <ul style="list-style-type: none"> - the installation of buried Equipment crossing a road; - the installation of new Above-ground Equipment; - the relocation of buried Equipment or Above-ground Equipment; - the replacement of existing Above-ground Equipment with equipment that is significantly larger; and - the installation of buried Service Drops that cross a road or a break a hard surface of the ROW. 	X	X		
The installation of aerial Equipment (excluding aerial Service Drops) if it materially interferes with the public use and enjoyment of the ROW.		X		
Tree trimming on ROWs			X	
The replacement of existing Above-ground Equipment without adding more Equipment or significantly increasing its size (pole replacements excluded)			X	
The installation of buried Service Drops that do not cross a road or break the hard surface of a ROW			X	
Pulling cable through existing underground duct			X	
The installation of or repair to aerial Service Drops				X
The maintenance, installation, testing and repair of Equipment where there is minimal physical disturbance or changes to the ROW				X
Any other Work activity agreed to by the Municipality				X

¹“**ROP**” means Road Occupancy Permit

²“**Above-ground Equipment**” means, in all cases above, any structure located on the surface of the ROW used to house or support the Equipment, and includes cabinets, pedestals, poles and lamp poles but excludes aerial Equipment.

Schedule C

Relocation Costs

1. **Reimbursement for Relocation Costs.** Unless otherwise indicated in this schedule, the Municipality shall reimburse the Company for all or part of its reasonable and verifiable costs of completing any relocation requested by the Municipality such as labour, engineering and equipment cost associated with relocation based upon the following principles methodologies and procedures;

a. the Municipality shall pay the percentages of the Company’s relocation costs set out in the following table:

Year(s) after installment of equipment	Percentage or Relocation Costs paid by Municipality
Year 1	100%
Year 2	100%
Year 3	100%
Year 4	90%
Year 5	80%
Year 6	70%
Year 7	65%
Year 8	60%
Year 9	55%
Year 10	50%
Year 11	45%
Year 12	40%
Year 13	35%
Year 14	30%
Year 15	10%
Year 16	5%
Year 17+	0%

b. for the purposes of this section, the date to be used for calculating the Relocation Costs will be the date of installation of the Equipment.

c. within thirty (30) days of receiving the request from the Municipality to relocate the Equipment, the Company shall provide the Municipality with a written

estimate of the Relocation Costs for such relocation, including an estimate of the Municipality's reimbursement under the subsection (a).

- d. the Municipality reserves the right to solicit three (3) quotations from other companies to evaluate potential costs of relocation at its discretion.
 - e. within sixty (60) days of completing the relocation, the Company may provide the Municipality with a written invoice for the actual Relocation Costs in a format that clearly identifies the Municipality's reimbursement under subsection a).
2. **Beautification.** The Municipality will be solely responsible for and will pay to the Company all Relocation Costs attributable to the aspect of a relocation that is required for a beautification, aesthetics, or similar purposes. These costs include, but are not limited to, depreciation, betterment, and salvage costs.
3. **Relocation Requests from Third Parties.** The relocation of Equipment that is requested by a Third Party or that is not required for a Municipal Project shall be at the discretion of the Company, acting reasonably. In such circumstances:
 - a. unless otherwise agreed to by the Municipality and the Third Party, the Municipality shall not be responsible under this Agreement for the Company's Relocation Costs at the request of a Third Party or the costs of relocating the facilities of a Third Party installed on or in the Equipment;
 - b. any such relocation shall be subject to obtaining all applicable Permits from the Municipality in accordance with this Agreement
4. **Company not responsible for Third Party Relocation Costs.** Unless otherwise agreed to between the Company and the Third Party, in no event shall the Company be responsible under this Agreement for:
 - a. the costs of the Company to relocate Equipment at the request of a Third Party or an Affiliate or the Municipality under this Agreement; or
 - b. the costs of relocating the facilities of a Third Party or an Affiliate of the Municipality installed on or in the Equipment.
5. **Special Circumstances.** Notwithstanding the provisions contained within Schedule C, parties agree that special circumstances may arise with respect to a specific relocation whereby the Parties may mutually agree to negotiate alternative cost sharing arrangements. In particular, major projects benefiting from provincial and/or federal funding will typically be deemed to cover 100% of the Company's Relocation Costs. Such alternative arrangements shall be agreed upon in writing by both parties.
6. **Adjustments.** Adjustment of Equipment located in the ROW to accommodate a re-grading, elevation adjustment or resurfacing activity by the Municipality is considered relocation, and the allocation of costs it to be determined in accordance with Section 1 of this Schedule.

7. **Equipment Upgrades.** Unless otherwise agreed to by the Parties, Relocation Costs shall not include the installation of any Equipment by the Company for the purpose of providing an up-graded service or additional Equipment, which shall be at the sole cost of the Company. For clarity, Equipment upgrades do not include circumstances where:
- a. the installation of Equipment of a different nature is required to accommodate technological change or industry construction methods;
 - b. the installation of current technology is necessary as the Equipment to be relocated cannot be salvaged without incurring greater costs;
 - c. the installation of current technology is no more expensive than the installation of Equipment of the same nature as the Equipment to be relocated;
 - d. the installation of a greater length or other modification(s) is required to accommodate, for example, space constraints or the presence of Third-Party equipment; or
 - e. the undergrounding of aerial Equipment is required.

The Corporation of the Town of Tecumseh

By-Law Number 2024 - 094

Being a by-law to amend By-law 85-18, the Town's Comprehensive Zoning By-law for those lands in the former Township of Sandwich South (Removal of Holding (H) Zone Symbol affecting Lots 17 & 21 and Blocks 76 & 83, 12M-709 – Oldcastle Heights Residential Subdivision)

Whereas By-law No. 85-18 is the Town's comprehensive zoning by-law regulating the use of lands and the character, location and use of buildings and structures within the Town of Tecumseh, for lands situated within the former Township of Sandwich South;

And whereas the Council of the Corporation of the Town of Tecumseh deems it necessary to amend By-law No. 85-18;

And whereas this By-law conforms to the Official Plan in effect for the Town of Tecumseh, as amended;

Now Therefore the Council of The Corporation of The Town of Tecumseh enacts as follows:

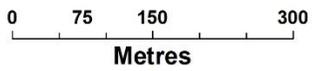
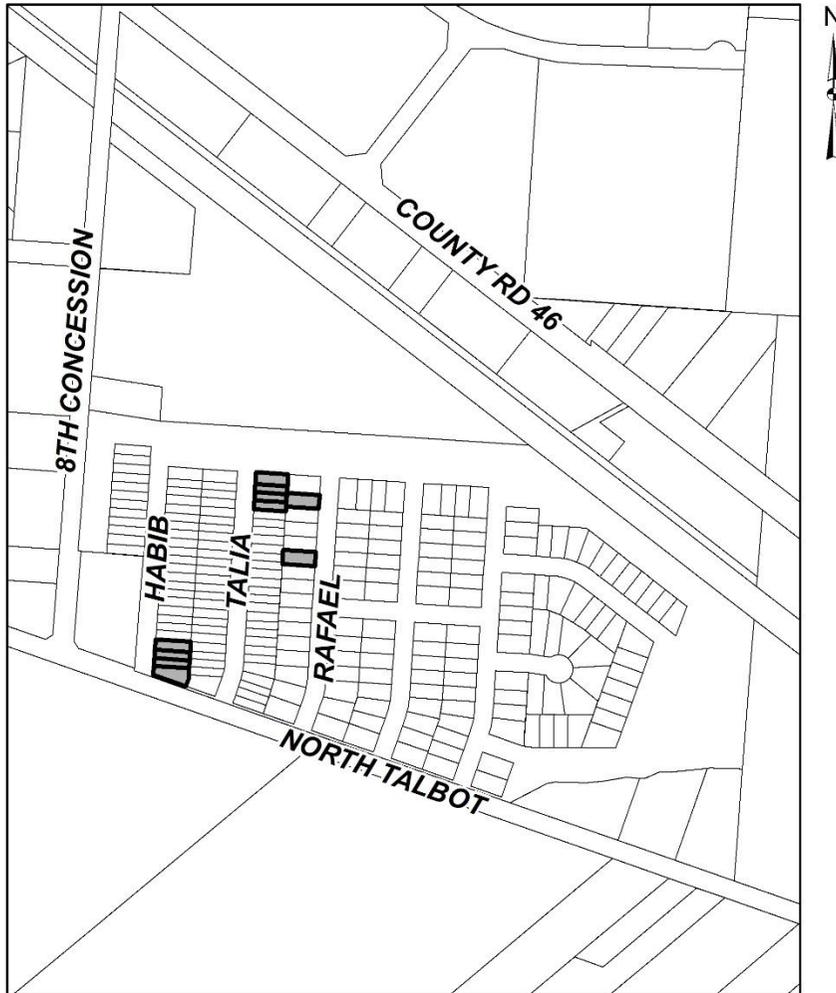
1. **That** Schedule "A", Map 7, to By-law 85-18, as amended, is hereby further amended by removing the holding zone (H) symbol for those lands as indicated on Schedule "A" attached hereto and forming part of this By-law.
2. This By-law shall take effect from the date of passage by Council and shall come into force in accordance with Section 36 of the *Planning Act, R.S.O. 1990*.

Read a first, second, third time and finally passed this 12th day of November, 2024.

Gary McNamara, Mayor

Robert Auger, Director Legislative Services/Clerk

SCHEDULE "A"
LOTS 17 & 21
BLOCKS 76 & 83
12M-709



Change from "(H) R2-4" to "R2-4"

This is Schedule "A" to By-law No. 2024-094
Passed the 12th day of November, 2024.

Signed

Mayor

Clerk

No.	Meeting Date	Resolution	Subject	Action/Direction	Depart.	Status/Action Taken
19/18	May 22, 2018		Property Standards By-Law (Zoning)	It is directed that Administration harmonize the by-law regarding disconnected tractor-trailers on residential properties to be consistent within the Town.	DS	To be addressed in the new Comprehensive Zoning By-law: First draft of By-law for review with Council in Q2, subject to timing change to account for Housing Action Plan initiatives if Federal funding provided.
02/20	October 27, 2020	RCM 318/20	Regulations Regarding Storage and Parking of Commercial and Recreational Vehicles/Trailers in Residents' Zones	Administration to bring considerations to regulate the parking of these vehicles, units and trailers within the municipal right-of-way in the former Town of Tecumseh, to ensure that visibility sightlines are maintained to private driveways, and to recommend appropriate regulations surrounding the parking of such vehicles, units and trailers in the minimum side yard of a private property at the time the Town's zoning By-law is reviewed.	DS	To be addressed in the new Comprehensive Zoning By-law: First draft of By-law for review with Council in Q2, subject to timing change to account for Housing Action Plan initiatives if Federal funding provided.
03/20	October 27, 2020	RCM 319/20	Short Term Rentals	Administration undertake a regulatory review for both the short-term, owner-absent rental and the home-sharing short term rental categories.	DS	To be addressed in the new Comprehensive Zoning By-law: First draft of By-law for review with Council in Q2, subject to timing change to account for Housing Action Plan initiatives if Federal funding provided. Co-ordination with Clerks Dept regarding associated licencing options under the Municipal Act.
04/20	November 10, 2020	RCM 341/20	By-law to Prohibit and Regulate Public Nuisances Related to Odours and Lighting from Cannabis Cultivation	Administration to review and report back to Council on the appropriateness of a By-law in accordance with the <i>Municipal Act</i> that will address and regulate nuisances related to odour and lighting from the cultivation of cannabis plants; and investigate opportunities to consider the matter with the other municipalities in Essex County to try to seek a common regional regulatory approach.	DS	To be addressed in the new Comprehensive Zoning By-law: First draft of By-law for review with Council in Q2, subject to timing change to account for Housing Action Plan initiatives if Federal funding provided. Co-ordination with Clerks Dept regarding associated regulatory options under Municipal Act.

07/24	May 13, 2024	RCM 122/24	Tecumseh Transit Route	Administration prepare a report to determine the feasibility and cost of extending the public transit route to include Ward 4 along Lesperance Road up to County Road 42 in Ward 5.	DS	To be addressed after the adoption of the Tecumseh Hamlet Secondary Plan
08/24	June 25, 2024	RCM 155/24	Trailers in Traffic By-law	Administration to review the Traffic By-law and recommend by-law amendments for defining the types and uses of trailers and vehicles and on street parking in residential areas.	LCS	In consultation with CS
09/24	June 25, 2024	RCM156/24	Cada Library Parking	Administration in consultation with Library staff take steps to better identify a certain number of designated parking spots for Library staff and patrons only; and Administration to review the current Traffic By-Law 2001-36 pertaining to enforceability for designated parking spots	CRS/LCS/CS	Administrative report to Council on July 23, 2024 with proposed amendments to the Traffic by-law.

The Corporation of the Town of Tecumseh

By-Law Number 2024-095

Being a by-law to confirm the proceedings of the November 12, 2024 Regular Meeting of the Council of The Corporation of the Town of Tecumseh.

Whereas pursuant to Section 5(1) of the Municipal Act, 2001, S.O. 2001, c.25 as amended, the powers of a municipality shall be exercised by its Council; and

Whereas pursuant to Section 5(3) of the *Municipal Act, 2001*, S.O. 2001, c.25 as amended, a municipal power, including a municipality's capacity, rights, powers and privileges under Section 8 of the *Municipal Act, 2001*, S.O. 2001, c.25 as amended, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise; and

Whereas it is deemed expedient that the proceedings of the Council of The Corporation of the Town of Tecumseh at this meeting be confirmed and adopted by by-law.

Now Therefore the Council of The Corporation of The Town of Tecumseh Enacts as follows:

1. **That** the actions of the Council of The Corporation of the Town of Tecumseh in respect of all recommendations in reports and minutes of committees, all motions and resolutions and all other action passed and taken by the Council of The Corporation of the Town of Tecumseh, inclusive of documents and transactions approved and/or entered into during the November 12, 2024, meeting of Council, are hereby adopted and confirmed, as if the same were expressly embodied in this By-law.
2. **That** the Mayor and proper officials of The Corporation of the Town of Tecumseh are hereby authorized and directed to do all the things necessary to give effect to the action of the Council of The Corporation of the Town of Tecumseh during the said November 12, 2024, meeting referred to in paragraph 1 of this By-law.
3. **That** the Mayor and the Clerk are hereby authorized and directed to execute all documents necessary to give effect to the action(s) taken by this Council as described in Section 1 of this By-law and to affix the Corporate Seal of The Corporation of the Town of Tecumseh to all documents referred to in said paragraph 1.

Read a first, second, third time and finally passed this 12th day of November, 2024.

Gary McNamara, Mayor

Robert Auger, Clerk