

Attachment 5, DS-2024-29 Memorandum of Understanding

Memorandum of Understanding

Between Amico Infrastructures Inc. (“**Owner(s)**”) and

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

regarding Temporary Reuse Site and Permanent Naturalized Municipal Park

July 5, 2024

RECITALS

Whereas the Owners own certain lands situated within the corporate limits of the Municipality, said lands being the more or less 36 acre property located at the intersection of South Talbot Road and Howard Avenue in the Town of Tecumseh and legally described as Part S ½ Lot 305, Concession STR Sandwich East and as more particularly described in Schedule "A" hereto (the "**Site**");

And Whereas the Owners have an existing Fill Permit in respect of the Site that is at or near capacity such that the Owners intend to make application for a new Fill Permit to be issued by the Municipality in respect of the Site so as to allow the Site to continue to be used for the temporary importation of excess soils and that the Owners acknowledge and agree that such application and the temporary exportation of excess soils thereof under the new permit shall be subject to the terms and conditions of this Agreement;

And Whereas the Owners intend to make application for a Zoning By-law Amendment (“**ZBA**”) to allow for the use of the site as a temporary “reuse site” in accordance with Ontario Regulation 406/19 : On-Site and Excess Soil Management and for the future use and development of the Site for permanent naturalized municipal park purposes. The Owners acknowledge and agree this Agreement is expressly made conditional upon such ZBA application and its approval shall be made subject to the terms and conditions of this Agreement governing the use and development of the Site which will eventually be supplemented by a Site Plan Control Agreement which requires the approval of the Municipality;

And Whereas, in accordance with the terms and conditions of this Agreement, the Owners intend to convey the site to the Municipality for future municipal parkland purposes with such conveyance(s) to be in such manner and upon such terms and conditions as or to be specified in this Agreement with the Municipality and as more detailed in the Site Plan Control Agreement to be prepared for this Site;

And Whereas the Owner covenants and agrees to use and develop the Site in accordance with this Agreement and the Site Plan Agreement once such Site Plan Control Agreement is prepared and is in effect;

And Whereas the proposed use and development of the Site shall be otherwise in accordance with the Official Plan and Zoning By-Law of the Municipality and a Site Plan Agreement pertaining to the Site’s development into municipal naturalized parkland;



And Whereas the Municipality and the Owner are therefore desirous of entering into a binding Memorandum of Understanding (“**MOU**”) outlining the matters agreed to as of the date hereof and the matters, terms, and conditions still to be discussed and formalized regarding the Site, its proposed use as a temporary reuse site and its development and use as a permanent naturalized municipal park.

Now Therefore this Agreement Witnesseth that in consideration of these presents, and other good and valuable consideration, the Parties hereto mutually covenant, promise and agree as follows:

1. Prior to New Fill Permit: Zoning By-law Amendment Application (“ZBA”)

- a. The parties agree that upon the execution of this MOU the Owner at its expense will forthwith make application to rezone the Site to an Agricultural Defined Area that in addition to the current permitted uses will permit the Site’s temporary use as a re-use site in accordance with Ontario Regulation 406/19 : Onsite and Excess Soil Management, and which would also allow the placement of excess soils at the Site to be in such a form and manner such that both prior to and upon completion of the new Fill Permit would also allow for the use of all or a part of the Site as a municipal naturalized, low maintenance park.
- b. The Owner agrees to provide as part of the ZBA application process a detailed Site Plan depicting the final design of the Site. The Site Plan and the Fill Management Plan will form part of the Site Plan Control Agreement. The Site Plan must be in accordance with the Fill Management Plan. Both parties agree that the proposed By-law authorizing the zoning amendment will first be proposed to Council for provisional passage (two readings) with the By-law to be brought back for proposed third and final reading only upon the completion and execution between the parties of the Site Plan Control Agreement which agreement shall specify the binding and enforceable terms and conditions and rights and obligations of each of the Owner and the Municipality and which agreement shall be registered against the land to which it applies, and providing the municipality the ability to enforce the agreement against present and future owners.

2. Application for a New Fill Permit for the Site

- a. Upon the Zoning By-law amendment (application) final approval and execution of a Site Plan Control Agreement the Owner will forthwith make application for and be issued a new Fill Permit (to supersede or replace the existing Permit) for the proposed importation of excess soil to the Site during the period of time from on or about the date of Zoning By-law Amendment final Approval and continuing for a period of up to Ten (10) years (subject to such conditions or limits that may be imposed by the

New Fill Permit or such amended time periods mutually agreed upon as the case may be) hereinafter the "New Fill Permit Period".

3. Site Plan Control Agreement: Temporary Reuse Site and Transition to Naturalized Park Land

- a. The parties shall enter into a Site Plan Control Agreement (the "**Agreement**") between the Owner and the Municipality specifying the rights and obligations of each of the Owner and the Municipality relating to the use of the Site as a temporary re-use site and the phasing and progression from a re-use site to a naturalized park . Such Site Plan Control Agreement may be registered against the land to which it applies, and the municipality may enforce the agreement against present and future owners.
- b. The execution of the Site Plan Control Agreement shall be made an express condition of the Zoning By-law Application final approval.
- c. Unless agreed to otherwise in writing the failure to enter into the Site Plan Control Agreement within 180 days after the date of the Zoning By-law Application shall result in this MOU and any of the obligations arising therefrom to become immediately null and void without either party hereto being entitled to costs and damages associated therein.
- d. The Site Plan Control Agreement will provide sufficient detail as to the proposed volumes, heights, and placement distributions of excess soils over the Site during the applicable time period(s).
- e. The Site Plan Control Agreement will restrict the placement of fill to materials generated by construction projects managed by the Owner and/or the Town of Tecumseh, and will reference the terms and conditions to be adhered to and will require the placement of any Fill on the Site to be suitable for reuse as a naturalized municipal park in accordance and compliance with the Fill Management Plan, the Excess Soils management regulations and any other MECP requirements.
- f. The Municipality's use of the Site under the Agreement as relating to the placement of fill will be limited to not more than 10%, at an agreed upon cost, of the permit volume specified for approved fill from municipal construction projects.
- g. The Agreement will require the following:
 - i. A Fill Management Plan for the proposed importation of excess soils and proposed soil management activities during the applied period of time that will be carried out in accordance and compliance with the Site Plan Control Agreement, Ministry of the Environment, Conservation and Parks ("**MECP**") requirements (and in particular

the MECP document entitled "Rules for Soil Management and Excess Soil Quality Standards, December 21, 2020 and also in accordance with Ontario Regulation 406/19 : Onsite and Excess Soil Management.

- ii. The Fill Management Plan and application for a new Fill permit shall be accompanied by such Lab results or such related and further records and assurances as may be required by the Municipality as prepared by the Qualified Person (QP) to satisfy that the soil imported to the site to date pursuant to the existing Fill Permit has not introduced any new contaminants to the Site (being those contaminants of concern listed in the MOECC Soil and ground water and Sediment Standards for use under Part XV.1 of the E.P.A., 2011).

As a condition of the Agreement the Owner shall agree to covenant, represent, and warrant and provide such further records and assurances as may be required by the Municipality to satisfy that:

- i. the soil imported to the site to date pursuant to the existing Fill Permit has not introduced any new contaminants to the Site (being those contaminants of concern listed in the MOECC Soil and ground water and Sediment Standards for use under Part XV.1 of the E.P.A., 2011).
 - ii. the fill imported to the site pursuant to the existing Fill permit is in ongoing compliance with standards set out in O. reg. 406/19 and O. Reg. 153/04 as amended, for the current property use.
- h. As a further condition of the Agreement, the Owner, during the New Fill Permit Period, shall covenant, represent, and provide a warranty acknowledging that it has not and will not engage in activities on the Site which may result in:
- i. Adverse erosion and environmental impacts on and off-site;
 - ii. Blockage of a swale, ditch, or watercourse;
 - iii. Siltation in a watercourse, wetland, or storm sewer;
 - iv. Transportation of silt to adjacent, neighbouring, or downstream properties;
 - v. Pollution of a watercourse;
 - vi. Flooding or ponding on adjacent lands;

- vii. Flooding or ponding caused by a watercourse overflowing its banks;
 - viii. Hindering the orderly development of any lands;
 - ix. Detrimental effect on any trees of a caliper of 75mm dbh or more located on the lands unless approved by the municipality;
 - x. Detrimental effect on matters of inherent biological sensitivity such as, but not limited to aquifer recharge, soil permeability, water quality, and wildlife habitat;
 - xi. Unauthorized injury or destruction of trees, which in the opinion of the Municipality could reasonably be avoided or which are trees protected under any other applicable by-laws of the Municipality or County;
 - xii. A loss or detrimental effect on the natural environment, including but not restricted to lands designated as environmentally significant, however expressed in Official Plans or Zoning By-laws, including designations of areas as environmentally sensitive, environmental protection, as being of environmental concern and as being ecologically significant;
 - xiii. A detrimental effect to the visual amenities of the land such that it constitutes an unreasonable interference with enjoyment of property;
 - xiv. A detrimental effect on areas of archaeological significance; or
 - xv. Contamination of or the degradation of the environmental quality of land.
- i. The Municipality reserves the right to suspend or terminate the New Fill Permit in the event of the Owner's material default under the Site Plan Control Agreement which default is not remedied in accordance with the timelines and requirements of the Site Plan Control Agreement.
 - j. The Site Plan Control Agreement (the "Agreement") shall further contain the following plans and information, at a minimum:
 - i. A Park Plan prepared by a landscape architect depicting the phasing, progression, and design of the Site from a temporary re-use site for excess soils to a naturalized municipal park. The respective responsibilities and costs of the Owner and the Municipality as relating to the various components of the Park Plan will be detailed in the Site Plan Control Agreement . The Owner



agrees that the Site Plan Control Agreement will provide that the Site is to be built in accordance with the approved Park Plan.

- ii. A Fill Management Plan with Fill volume reporting protocols to the Municipality;
 - iii. Ground Water Monitoring Plan;
 - iv. Storm Water Management Plan;
 - v. Grading Plan ;
 - vi. Mud and Dust Control Plan;
 - vii. Sediment and Erosion Control Plan;
 - viii. Approved Haul Route Plan;
 - ix. MTO, ERCA or County Permits (as applicable);
 - x. Complaint Response Protocol;
 - xi. Site Security Plan;
 - xii. Commitment to undertake any *Drainage Act* related requirements/process;
 - xiii. Insurance requirements and indemnities;
 - xiv. Financial Security/Assurance requirements acceptable to the Municipality;
 - xv. Pre-assessment information relating to the quality of the ambient Soil and groundwater on the Receiving Site as well as the existing topography of the Site;
 - xvi. The phasing if applicable, timing, terms and conditions and due diligence relating to the conveyance (s) of the Site from the Owner to the Municipality;
 - xvii. The timing, terms and conditions and respective responsibilities and costs of the use of the Site as a temporary re-use site and the transition/development to use as a naturalized municipal park;
 - xviii. Any other matters not expressly mentioned in this MOU.
- k. The Grading Plan shall be based on an identified legal survey of the Site. The Grading Plan shall be prepared by a qualified person and shall include the following:

- i. a key plan showing the location of the site and a minimum of 30 meters beyond the site;
 - ii. the scale of the drawing in metric;
 - iii. property lines of the Site, including dimensions and the number of hectares of the Site;
 - iv. the location, dimensions, elevations and use of buildings and other structures existing or proposed to be erected on the Site;
 - v. the current and proposed use of the Site as well as the location, dimensions and use of buildings and other structures adjacent to the Site;
 - vi. topographical information including ground contours and natural or constructed drainage features including as applicable constructed drains, ditches, swales, tiles, culverts and providing such information to ensure that all site run-off is suitably conveyed in accordance with Drainage Act Requirements;
 - vii. detailed locations, including dimensions, identifying the proposed locations for the placement of Fill on the lands and the proposed volumes, heights, and distribution areas at those detailed locations for the placement of Fill in accordance with the Park Plan.
- l. The Site Plan Control Agreement shall require that the Owner retain a qualified person to prepare, implement and supervise the Fill Management Plan throughout the New Fill Permit Period.
 - m. The Site Plan Control Agreement shall further require that the Owner:
 - i. retain a qualified person to ensure that the operations on the Site are proceeding in accordance with sound engineering and environmental best practices and the approved Site Plan Control Agreement, including all Appendices to such Agreement;
 - ii. retain a qualified person to report in writing on a regular basis that the activity on the Site is in accordance with the approved Site Plan Control Agreement including all Appendices, the Permit, and all By-Laws;
 - iii. require that the activity on the Site is completed by the dates specified in the Site Plan Control Agreement;
 - iv. comply with the applicable Soil, Groundwater, and Sediment Standards for use under Part XV.1 of the EPA and the

Management of Excess Soil – A Guide for Best Management Practices, January 2014;

- v. During the New Fill Permit period, to prepare any plans requested by the Municipality to identify the volume, extent and location of any Fill placed, dumped, cut or removed as part of the activity on the Site and thereafter to engage, prior to any conveyances to the Municipality, an Ontario Land Surveyor to prepare such reasonable plans requested by the Municipality ;
- vi. provide a security deposit, which shall act as financial Assurance, to be used to remedy any breach of this MOU, any By-laws, the New Fill Permit or the Site Plan Control Agreement, with such security to be drawn on by the Municipality in accordance with the provisions of the Agreement but no sooner than 30 days after the Municipality has provided notice to the Owner that corrections must be made and those corrections have not been made;
- vii. at its sole discretion, and, without limiting the generality of the foregoing, such security may be used to bring the land to a condition satisfactory to the Municipality and to pay any outstanding amounts that may be owed by the Owner but no sooner than 30 days after the Municipality has provided notice to the Owner that corrections must be made and those corrections have not been made;
- viii. indemnify the Municipality for any liability, costs, damages, or losses incurred directly or indirectly caused by the issuance of a Fill Permit or arising out of the Site Plan Control Agreement and to provide Insurance, to the satisfaction of the Municipality as may be particularly described in the Site Plan Control Agreement.
- n. The Site Plan Control Agreement will further authorize the Municipality throughout the term of the Agreement to enter on the Site, upon reasonable notice and times for the purpose of carrying out inspections to determine or satisfy itself as to whether or not the following are being complied with: a. any By-laws; b. the New Fill Permit and/or Site Plan Control Agreement, or a condition of the Fill Permit and/ or Site Plan Control Agreement. The Site Plan Control Agreement will further identify what will constitute a default by either party of their obligations and the consequences thereof.
- o. For the purposes of these inspections, it is agreed that the Municipality may:
 - i. require the production for inspection of documents or things relevant to the inspection and/or the Site;

- ii. inspect and remove documents or things relevant to the inspection and/or the Site for the purpose of making copies or extracts;
 - iii. require information from any Person concerning a matter related to the inspection and/or Site; and
 - iv. alone or in conjunction with a Person possessing special or expert knowledge, make such examinations or take such tests, samples, or photographs that the municipality deems necessary for the purposes of the inspection and/or Site.
- p. All documents and records relevant to such inspections and/or the Site shall be kept in a good and business-like manner for review by the Municipality upon reasonable request.

4. Transition to a permanent Naturalized Municipal Park

a. Conveyances to the Municipality

The Site Plan Control Agreement (the “**Agreement**”) will provide that during the New Fill Permit Period plus a period of 180 days thereafter the Owners cannot legally transfer title to any or all of the Site except otherwise to the Municipality or as permitted by the Municipality in accordance with the Agreement. Upon execution of the Agreement the Owners shall apply to the Land Registrar to make an entry, pursuant to section 118 of the Land Titles Act, on the title register of such Parcel, as applicable, that no transfer shall be made, or charge created without the approval of the Municipality. The Owners will further acknowledge in the Agreement that any sale, transfer, lease, charge, encumbrance or other dealings by it of any interest it may have in the Site or any portion thereof in contravention of this Agreement will cause irreparable damage and injury to the Municipality that would not be compensable by monetary damages alone and, accordingly, agrees that the Municipality shall, in addition to all other available legal or equitable remedies, be entitled to injunctive relief (without proving any damage sustained by it) against actual or potential breach of any provision in this section of the Agreement or to specific performance.

b. Transitional Conveyances to the Municipality prior to the end of the New Fill Permit Period

- i. The Site Plan Control Agreement (the “**Agreement**”) will describe if and when the Municipality will have an option or options to acquire or have conveyed to it a part or parts of the Site prior to the end of the New Fill Permit Period (the “**Option**” or “**Options**”). The Option (s) if granted under the Agreement will be granted in accordance with both the terms and conditions of the New Fill Permit and the Park Plan and will further describe the detailed locations, including

dimensions, identifying the proposed locations to be severed, the reference plan required and legal title to be transferred to the municipality for further transition to a permanent naturalized municipal Park in accordance with the Park Plan.

- ii. If the Municipality exercises its option to acquire any part of the Site prior to the end of the New Fill Permit Period then the parties shall enter into the conditional Agreement of Purchase and Sale (“APS”) within the timelines stated and in substantially the same form and manner to be agreed to and attached as a schedule to the Site Plan Control Agreement. The APS will detail the terms, conditions, and timing of the completion of the APS including the Municipality’s right to perform due diligence as a condition thereof prior to any conveyance.

c. Due Diligence prior to Conveyances to the Municipality

As will be further detailed both in the Agreement and in the terms of the APS , upon the Municipality’s exercise of the Option or in accordance with section 4(e) at the end of the New Fill permit period the Owners agree as follows which must be completed prior to any conveyance of the Site or a portion thereof:

- i. To obtain an environmental assessment Phase 1 and Phase 2 in respect of the entire site;
- ii. To make application for and to file a Record of Site Condition in respect of the entire site with the MECP;
- iii. to provide a covenant, warranty and representation in the form and manner agreed to in respect of the entire Site (which warranty shall survive the conveyances of the Site or any part of the Site) that the existing Fill Material on the site to date and the continuing and existing Site Conditions are in compliance with this MOU, the Fill Management Plan, the Site Plan Control Agreement and all other applicable laws and regulations;
- iv. To provide an environmental warranty and indemnity (to survive the conveyances of the Site or any part of the Site) and to be in the form and manner agreed to in respect of the Site and its existing or pre-existing environmental conditions and the Owners use and operations on the Site during its ownership thereof being in compliance in all material respects with all applicable Environmental Laws and permits issued pursuant thereto. The Site Plan Control Agreement will specify the length of time that the warranty and indemnity must be in place;



- v. To provide such other covenants, representations and warranties as may be specified in the Site Plan Control Agreement.

Unless the Owner already possesses an up-to-date Phase 1 Environmental Site Assessment of the Site property which is determined to be O.Reg.153/04 compliant, a new Phase One Environmental Site Assessment must be obtained. A Phase 2 Environmental Site Assessment must also be obtained following which an application for a Record of Site Condition ("**RSC**") is to be filed with the MECP. Both the Owners and the Municipality will have the right to (i) witness such investigations under Phase One and Phase Two and (ii) promptly receive a copy of all results, analyses and reviews and receive copies of all environmental reports prepared together with disclosure of any matter required to be reported or disclosed by applicable Environmental Laws.

d. Environmental Defects

As a result of the Phase II Environmental Assessment the Municipality will notify the Owners on or before 30 days (30) days before the APS Completion Date (the "**Environmental Notice Deadline**") of (i) the existence of any environmental condition on that part of the Site that is subject to the APS or on any other part of the Site that the Municipality reasonably believes constitutes a violation of Environmental Laws as in effect on the date thereof and/or which the Municipality, acting reasonably, believes substantially reduces or interferes with the operation, value or future use of the Site as contemplated by the Municipality ("**Environmental Defect**"), and (ii) the estimated cost to remediate or cure such condition

With respect to any Environmental Defect:

- i. the Owners shall have the right, but not the obligation, to undertake such remedial action as may be required by Environmental Law as currently applied to cure by such Environmental Defect by sending written notice of its binding commitment to effectuate such cure and the details and timing of such curative action, and if such commitment is reasonably satisfactory to Municipality, the closing date may if required be extended on a reasonable basis to provide for such curative action; provided that the Owners remain responsible for such remedial action until such time as the Owners have cured such Environmental Defect in accordance with Environmental Laws as currently applied and/or until such time as the Owners acting reasonably are satisfied that they have cured such Environmental Defect such that there is no reduction or interference with the operation, value or use of the Property as contemplated by the Municipality;

- ii. If Municipality and Owners cannot reach mutual agreement on whether an Environmental Defect exists or the Owner does not agree to undertake such remedial action within ten (10) days following the notice of an Environmental Defect then either party upon written notice shall have the option to terminate the APS but subject to the termination and/or Default terms and conditions of the APS and/or the Site Plan Control Agreement, and thereafter the obligations under the APS and the Agreement shall be deemed to be of no further force or effect.
- e. Conveyances to the Municipality at the end of the New Fill Permit Period**
- i. The New Fill Permit Period shall expire upon the completion of the transfer in whole of the ownership of the Site to the Municipality unless terminated earlier in accordance with the terms of the Site Plan Control Agreement.
 - ii. With respect to the conveyance and transfer of the whole or remaining portions of the Site to be conveyed to the Municipality the parties shall enter into the conditional Agreement of Purchase and Sale (“APS”) within the timelines stated and in substantially the same form and manner agreed to and attached as a schedule to the Site Plan Control Agreement. The APS will detail the terms, conditions, and timing of the completion of the APS including the Municipality’s right to perform due diligence as a condition thereof prior to any conveyance and/or the closing/completion dates of the subject conveyance.
 - iii. Unless the Owner already possesses an up-to-date Phase One and Phase Two Environmental Site Assessment and Record of Site Condition on the Site property which are determined to be O.Reg.153/04 compliant the Owner shall obtain an Environmental Assessment Phase 1 and Phase 2 in respect of the entire site and make application for and to file a Record of Site Condition in respect of the entire site with the MECP in accordance with the timelines specified in the APS.
 - iv. Any potential Environmental Defects arising from the Phase One and Phase Two Environmental Site Assessments shall be dealt with in accordance with section d) entitled ‘Environmental Defects’ of this MOU.
 - v. The Owner shall also prior to any conveyance of the Site or a portion thereof:



- provide a covenant, warranty and representation in the form and manner agreed to in respect of the entire Site (which warranty shall survive the conveyances of the Site or any part of the Site) that the existing Fill Material on the site to date are in compliance with this MOU, the New Fill Permit and Fill Management Plan, the Site Plan Control Agreement and all applicable laws and regulations;
- provide an environmental warranty and indemnity (to survive the conveyances of the Site or any part of the Site) and to be in the form and manner agreed to in respect of the Site and its existing or pre-existing environmental conditions and the Owners' use and operations on the Site during its ownership thereof being in compliance in all material respects with all applicable Environmental Laws and permits issued pursuant thereto;
- To provide such other covenants, representations and warranties as may be specified in the Site Plan Control Agreement.

5. Other Provisions:

- a. Any and all plans and works to be conducted under this MOU and the Plans and Agreements contemplated by this MOU shall be completed in accordance with:
 - i. Sound engineering practice;
 - ii. The criteria laid down by governmental authorities having jurisdiction including, without limiting the generality of the foregoing, the Municipality, the Corporation of the County of Essex, the Essex Power Corporation or Ontario Hydro Corporation (whichever is the applicable hydro authority), the Ministry of the Environment, Conservation and Parks, the Ministry of Transportation and the Essex Region Conservation Authority (ERCA); and
 - iii. Such criteria as may be specified or approved by Council of the Municipality.
- b. The Parties hereto agree that the covenants hereunder shall run with the land and this Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns.
- c. Each of the Parties further covenants and agrees that they and their respective heirs, successors, executors, administrators and assigns will

sign such further agreements, assurances, waivers and documents, attend such meetings, enact such by-laws or pass such resolutions and exercise such votes and do and perform or cause to be done and performed such further and other acts and things as may be necessary or desirable from time to time in order to give full effect to this Agreement and every part thereof.

- d. This MOU Agreement may be registered against the land to which it applies, and the municipality may enforce the agreement against present and future owners.
- e. This Agreement and all other Agreements, security, and documents to be delivered in connection with this Agreement shall be governed by and construed in accordance with the applicable laws of the Province of Ontario and of Canada.
- f. This Agreement is not assignable by the Owner prior to completion of the works without the consent of the Municipality.
- g. It is agreed and acknowledged that both parties, directly or through their agents, principals, representatives, and/or solicitors, have participated in the preparation and/or negotiation of the provisions of this agreement.
- h. Should any provision of this agreement require judicial interpretation, mediation or arbitration, it is agreed that the court, mediator or arbitrator interpreting or construing the same shall not apply a presumption that the terms thereof shall be more strictly construed against one party or so as to disadvantage any party on the basis that such party and/or its solicitor or agent:
 - i. prepared this agreement or any part of it; or
 - ii. seeks to rely on this agreement or any part of it.
- i. It is strongly recommended that all other parties to this agreement obtain independent legal advice prior to signing this agreement. Each such party acknowledges:
 - i. having obtained independent legal advice from his, her, or its' own solicitor with respect to the terms of this Agreement prior to its execution or having otherwise been given a reasonable opportunity to obtain such advice and declined to do so; and
 - ii. that he or she or it understands the terms, and his or her rights and obligations, under this Agreement. **IN WITNESS WHEREOF** the Parties hereto have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED
in the presence of


The Corporation of the Town of Tecumseh

Per: _____
Gary McNamara – Mayor

Per: _____
Robert Auger - Clerk

We have authority to bind the Municipality

Amico Infrastructures Inc.

Per:  _____
Dwayne Dawson,
District Manager Amico
Infrastructure

I have authority to bind the corporation

Schedule "A"

The Site

