

Regular Council Meeting Agenda

Date: Tuesday, November 10, 2020, 7:00 pm
Location: Electronic meeting live streamed at: <https://video.isilive.ca/tecumseh/live.html>.

Pages

- A. Roll Call**
- B. Order**
- C. Report Out of Closed Meeting**
- D. Moment of Silence**
- E. National Anthem**
- F. Disclosure of Pecuniary Interest**
- G. Minutes**
 - 1. Regular Council Meeting - October 27, 2020 4 - 15
 - 2. Special Council Meeting - October 27, 2020 - Community Safety and Well-being Plan 16 - 18
- H. Supplementary Agenda Adoption**
- I. Delegations**
 - 1. Cynthia Swift, Partner, KPMG LLP
Re: 2019 Audit
- J. Communications - For Information**
 - 1. Township of Oro Medonte dated October 21, 2020 19 - 20
Re: Request for Support to Declare Snowsports, Skiing and Snowboarding, Alpine and Nordic Deemed Essential in Stage 2
 - 2. Local Authority Services (LAS) dated October 22, 2020 21 - 21
Re: Natural Gas Program, 2018-2019 Period Reserve Fund Rebate and Updated Agreement

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	Re: Support Resolution Letter Regarding Cannabis Production Facilities	
4.	Township of Huron-Kinloss dated October 28, 2020	25 - 25
	Re: Review of Municipal Elections	
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	Re: Schedule 11 of Bill 108 be amended to remove the powers provided to the Local Planning Appeal Tribunal	
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	Tuesday, November 24, 2020	
	5:00 pm Policies and Priorities Committee Meeting	
	7:00 pm Regular Council Meeting	
T.	Adjournment	

Regular Meeting of Council

Minutes

Date: Tuesday, October 27, 2020
Time: 7:00 pm
Location: Electronic meeting

Present:

Mayor, Gary McNamara
Deputy Mayor, Joe Bachetti
Councillor, Bill Altenhof
Councillor, Andrew Dowie
Councillor, Brian Houston
Councillor, Tania Jobin
Councillor, Rick Tonial

Also Present:

Chief Administrative Officer, Margaret Misk-Evans
Director Parks & Recreation Services, Paul Anthony
Director Public Works & Environmental Services, Phil Bartnik
Director Fire Services & Fire Chief, Wade Bondy
Director Information & Communication Services, Shaun Fuerth
Director Planning & Building Services, Brian Hillman
Director Financial Services & Chief Financial Officer, Tom Kitsos
Director Corporate Services & Clerk, Laura Moy
Deputy Clerk & Manager Legislative Services, Jennifer Alexander
Manager Strategic Initiatives, Lesley Reeves

A. Roll Call

B. Order

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

C. Report Out of Closed Meeting

There is no closed meeting scheduled.

D. Moment of Silence

The moment of silence is waived in light of the electronic holding of this meeting.

E. National Anthem

The national anthem is waived in light of the electronic holding of this meeting.

F. Disclosure of Pecuniary Interest

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

G. Minutes

1. Regular Council Meeting - October 13, 2020

2. Public Council Meeting - October 13, 2020 ZBA - Housekeeping Amendment to Sandwich South Zoning By-law

Motion: RCM - 303/20

Moved by Deputy Mayor Joe Bachetti

Seconded by Councillor Brian Houston

That the October 13, 2020 minutes of the Regular Meeting of Council and the October 13, 2020 minutes of the Public Meeting of Council, as were duplicated and delivered to the members, **be adopted**.

Carried

H. Supplementary Agenda Adoption

Motion: RCM - 304/20

Moved by Councillor Bill Altenhof

Seconded by Councillor Brian Houston

That the supplementary items added to the Regular Meeting agenda regarding a letter from the Minister of Infrastructure and Communities dated October 27, 2020 on the Disaster Mitigation and Adaptation Fund, **be approved**

Carried

I. Delegations

1. Town of Tecumseh Business Improvement Area, Board of Management, Candice Dennis, Chair; Paul Bistany, Treasurer; Joe Fratangeli and Linda Proctor, Directors

Re: 2021 BIA Budget

The Chair of the BIA Board, Candice Dennis, presents the 2021 Budget to the Members. She highlights the various funds allocated in each line item.

Discussion is held on the BIA Dollar program and how the program encourages people to shop local. A list of participating business can be found on the BIA's website.

A suggestion is made to have pre-made gift bags containing gift cards for residents to purchase as it would support business that have been suffering during this pandemic. A Member indicates that some local service groups have prepared gift card gift sets and there could be opportunity for a potential partnership in this endeavor.

In response to an inquiry on the level of staffing, the BIA Chair explains the staffing changes regarding to outsourcing bookkeeping and the full time status of the BIA coordinator position.

The Chair requests the Members and public to support local businesses and get your Tecumseh BIA dollars for this year.

Motion: RCM - 305/20

Moved by Councillor Brian Houston

Seconded by Councillor Bill Altenhof

That the Town of Tecumseh Business Improvement Area 2021 BIA Budget, **be approved.**

Carried

J. Communications - For Information

1. Loyalist Township dated October 9, 2020

Re: Funding for Community Groups and Service Club affected by Pandemic

2. Township of Blandford-Blenheim dated October 13, 2020

Re: Unlicensed and Unmonitored Cannabis Grow Operations

3. Township of South-West Oxford dated October 22, 2020

Re: Assessing Aggregate Resource Properties

4. County of Northumberland dated October 21, 2020

Re: Aggregate Resource Property Valuation

5. County of Northumberland dated October 21, 2020

Re: Cannabis Land Use Management and Enforcement Issues

6. County of Northumberland dated October 21, 2020

Re: Unauthorized Car Rally held in Wasaga Beach

7. County of Northumberland dated October 21, 2020

Re: Review of the Municipal Election Act

8. Minister of Infrastructure and Communities

Re: Disaster Mitigation and Adaptation Fund - Tecumseh

The Mayor discussed the funding announcement through the Disaster Mitigation and Adaptation Fund. Gratitude is expressed by the Members to Administration for their efforts in submitting the plan, the local MP Irek Kusmierczyk and to all that assisted in obtaining this funding.

Motion: RCM - 306/20

Moved by Councillor Rick Tonial

Seconded by Councillor Tania Jobin

That Communications - For Information 1 through 8 as listed on the Tuesday, October 27, 2020 Regular Council Agenda, **be received**.

Carried

K. Communications - Action Required

There are no communication - action required items presented to Council.

L. Committee Minutes

1. Police Services Board - October 15, 2020

In response to an inquiry on the delay with criminal checks at the Tecumseh OPP detachment, the CAO explains that the OPP are aware of the challenges with the new online platform for requesting a criminal check. She indicates that the processing delays should be cleared by the end of the year.

Motion: RCM - 307/20

Moved by Councillor Andrew Dowie

Seconded by Councillor Tania Jobin

That the October 15, 2020 minutes of the Police Services Board, as were duplicated and delivered to the members, **be adopted**.

Carried

2. The Town of Tecumseh Business Improvement Area - March 4, 2020 and October 14, 2020 Annual General Meetings

Motion: RCM - 308/20

Moved by Councillor Rick Tonial

Seconded by Councillor Brian Houston

That the March 4, 2020 and October 14, 2020 minutes of the Town of Tecumseh BIA Annual General Meetings, as were duplicated and delivered to the members, **be adopted**.

Carried

M. Reports

1. Corporate Services and Clerk

- a. CS-2020-33 Manning Road Farm Lease – Option to Renew

Motion: RCM - 309/20

Moved by Councillor Bill Altenhof

Seconded by Councillor Brian Houston

That Report CS-2020-33 entitled Manning Road Farm Lease – Option to Renew, **be received;**

And that the request of Olinda Farms Inc. (Olinda) to extend the Farm Lease to farm the Town's 18 acres of farmland located on the south side of Baseline Road, for a further two-year term as provided for in the current Farm Lease, **be approved;**

And that By-law No. 2020-67 being a by-law to authorize the Mayor and the Clerk to execute a Farm Lease Agreement between the Town and Olinda for the 2021 to 2022 Crop Years, **be adopted.**

Carried

- b. CS-2020-34 St. Clair Beach Retirement Community Parking Lease Agreement

Motion: RCM - 310/20

Moved by Councillor Bill Altenhof

Seconded by Deputy Mayor Joe Bachetti

That CS-2020-34 entitled Chartwell St. Clair Beach Retirement – Parking Lease Agreement, **be received;**

And that By-law No. 2020-66 being a by-law to authorize the Mayor and the Clerk to execute an Agreement with Chartwell Master Care LP O/A Chartwell St. Clair Beach Retirement Chartwell Retirement Residences (Chartwell) for the lease of additional parking spaces at the municipal parking lot located at Lakewood Park, **be adopted.**

Carried

2. Financial Services

- a. FS-2020-15 Budget Variance Report - August 31, 2020

Motion: RCM - 311/20

Moved by Councillor Brian Houston

Seconded by Councillor Bill Altenhof

That FS-2020-15 Budget Variance Report – August 31, 2020, **be received.**

And that the Director Financial Services **be authorized** to apply to the Safe Restart Agreement – Municipal Operating Fund Stream Phase 2 for additional funding, provided financial analysis conducted prior to October 30, 2020 satisfies program eligibility criteria to the satisfaction of the Chief Administrative Officer and Director Financial Services.

Carried

b. FS-2020-16 Mediation with Windsor Utilities Commission (WUC) Respecting the Bulk Water Supply Agreement

Ed Hooker, the Town Solicitor provides a brief comment on the report.

Motion: RCM - 312/20

Moved by Councillor Brian Houston

Seconded by Councillor Bill Altenhof

That the Minutes of Settlement of the mediation and arbitration process between the Town of Tecumseh and Windsor Utilities Commission with respect to the Bulk Water Supply Agreement involving the two parties; **be approved;**

And that the Town solicitor **be authorized** by Council to advise the mediator/arbitrator to give effect to these Minutes of Settlement as attached to this report;

And furthermore that the Clerk and Mayor **be authorized** to execute the Minutes of Settlement in advance of submission to the mediator/arbitrator.

Carried

3. Planning and Building Services

a. PBS-2020-36 Site Plan Control, 2292093 Ontario Inc.(Subaru), 1602 Sylvestre Drive

Motion: RCM - 313/20

Moved by Councillor Tania Jobin

Seconded by Deputy Mayor Joe Bachetti

That a by-law authorizing the execution of the “2292093 Ontario Inc.” site plan control agreement, satisfactory in form to the Town’s Solicitor, which allows for the construction of a 2027 square metre (21,824 square foot) automobile dealership building and associated parking, landscaping, display areas and on-site services/works on a 1.73 hectare (4.29 acre) parcel of land situated southwest of the County Road 22/Sylvestre Drive fly-off ramp (1602 Sylvestre Drive), **be adopted**, subject to the following occurring prior to the Town’s execution of the Agreement:

- i) final stormwater management design and stormwater management calculations, and associated site service drawings being approved by the Town;

- ii) the Owner executing the site plan control agreement; and
- iii) the Owner posting security for performance pursuant to paragraph 6.1 of the agreement;

And that the execution of such further documents as are called for by the site plan control agreement approved above including, but not limited to, the execution of the acknowledgement/direction required to register the site plan control agreement on title to the lands and such other acknowledgements/directions for any related transfers or real property registrations contemplated by the site plan control agreement, by the Mayor and Clerk, **be authorized.**

Carried

4. Public Works and Environmental Services

- a. PWES-2020-34 Request to Levy 2015-2018 Municipal Drain Maintenance Costs

Motion: RCM - 314/20

Moved by Councillor Bill Altenhof

Seconded by Councillor Brian Houston

That Report PWES-2020-34 Request to Levy 2015-2018 Municipal Drain Maintenance Costs, **be received;**

And that By-Law 2020-65 to levy maintenance costs for the drains attached in Appendix A, **be adopted.**

Carried

N. By-Laws

1. Bylaw-2020-65

A By-law to amend drainage assessments estimated in engineer reports based on actual costs incurred for the construction of various drains.

2. By-laws 2020-66

Being a by-law to authorize the execution of an Agreement between The Corporation of the Town of Tecumseh and St. Clair Beach Retirement Community

3. By-law 2020-67

Being a by-law to authorize the execution of an Agreement between The Corporation of the Town of Tecumseh and Olinda Farms Inc.

Motion: RCM - 315/20

Moved by Councillor Tania Jobin

Seconded by Councillor Bill Altenhof

That By-law 2020-65 being a by-law to amend drainage assessments estimated in engineer reports based on actual costs incurred for the construction of various drains;

That By-law 2020-66 being a by-law to authorize the execution of an Agreement between The Corporation of the Town of Tecumseh and St. Clair Beach Retirement Community;

That By-law 2020-67 being a by-law to authorize the execution of an Agreement between The Corporation of the Town of Tecumseh and Olinda Farms Inc.

Be given first and second reading.

Carried

Motion: RCM - 316/20

Moved by Councillor Brian Houston

Seconded by Councillor Andrew Dowie

That By-law 2020-65 being a by-law to amend drainage assessments estimated in engineer reports based on actual costs incurred for the construction of various drains;

That By-law 2020-66 being a by-law to authorize the execution of an Agreement between The Corporation of the Town of Tecumseh and St. Clair Beach Retirement Community;

That By-law 2020-67 being a by-law to authorize the execution of an Agreement between The Corporation of the Town of Tecumseh and Olinda Farms Inc.

Be given third and final reading.

Carried

O. Unfinished Business

1. October 27, 2020

The Members receive the Unfinished Business listing for Tuesday, October 27, 2020.

P. New Business

Public Information Centre on Draft Official Plan

A Member requests that the notice of the Public Information Centre on the draft Official Plan be post on the front page of the Town's website and shared on social media to increase public awareness and engagement.

Q. Motions

1. Public Utilities Upgrades and Resident Consultation

This motion was brought forward by Councillor Andrew Dowie

Motion: RCM - 317/20

Moved by Councillor Andrew Dowie

Seconded by Councillor Rick Tonial

Whereas Tecumseh Town Council welcomes and values the investment in the delivery of services by public utilities to properties within municipal boundaries;

And Whereas significant upgrades and installations have been occurring to improve public utility services to residents and businesses of the Town of Tecumseh;

And Whereas the COVID-19 pandemic has resulted in an indefinite shift to work-from-home activities for many residents;

And Whereas residents are more reliant than ever on the continued daytime maintenance of public utilities;

And Whereas periodically, residents are experiencing losses to electrical supply and telecommunications services as a result of planned outages or the inadvertent severing of existing plant as a result of new installations;

And Whereas project contact information and scheduling information is sometimes shared with residents on a voluntary basis by public utilities;

And Whereas jurisdiction for the regulation of public telecommunications utilities resides with the federal government and cannot be mandated by the Town of Tecumseh.

Now Therefore Be It Hereby Resolved:

That all Public Utilities working in the municipal right-of-way **deliver** project contact information to residents in advance of the undertaking of construction activities, and

That all Public Utilities **deliver** notice of a planned outage to service infrastructure at least at least two business days, and ideally seven days prior to the planned outage, and

That all Public Utilities **supply** on-site utility markings when locates are requested through Ontario One Call for the municipal right-of-way in order to reduce the instances of unplanned outages, and

That all Public Utilities **undertake** a survey of private sprinkler installations prior to construction, and

That all Public Utilities **advise** residents of their landscaping restoration plan including timelines for reinstatement and contact information.

Carried

2. Regulations regarding Storage and Parking of Commercial and Recreational Vehicles and Trailers in Residents' Zones

This motion was brought forward by Councillor Andrew Dowie

Motion: RCM - 318/20

Moved by Councillor Andrew Dowie

Seconded by Deputy Mayor Joe Bachetti

Whereas at its Special Meeting of December 8, 2009, Tecumseh Town Council received public feedback regarding Planning & Building Services Department Report No. 32/09 regarding Harmonization of Regulations Regarding Storage and Parking of Commercial and Recreational Vehicles/Trailers in Residential Zones;

And Whereas Tecumseh Town Council did not accept harmonization of these regulations at a subsequent meeting of Council;

And Whereas on occasion, residents are reporting the presence of parked commercial, storage and recreation vehicles, units and trailers within the municipal right-of-way up to, and including, the municipal pavement edge in such a manner that it obscures sightlines to and from vehicles exiting private driveways;

And Whereas on occasion, residents are reporting the placement of these vehicles, units and trailers within the minimum side yard width for significant periods of time that result in similar impact to adjoining properties as a permanent structure including stormwater runoff, shade and loss of privacy.

Now Therefore Be It Hereby Resolved:

That the Tecumseh Town Council **requests** that Administration 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.

Carried

3. Short Term Rentals

This motion was brought forward by Councillor Andrew Dowie

Motion: RCM - 319/20

Moved by Councillor Andrew Dowie

Seconded by Deputy Mayor Joe Bachetti

Whereas the Ontario Ministry of Finance released in 2018 the "Home-Sharing Guide for Ontario Municipalities";

And Whereas the City of Toronto and City of Vaughan have regulated short-term rentals within their municipal boundaries and the City of Windsor has advised of its intent to regulate short-term rentals;

And Whereas residents of various neighbourhoods report unwelcome behaviour by tenants of short-term rental properties that have resulted in calls for law enforcement, conflict with short-term rental tenants over behaviour, and reported loss of environmental enjoyment of their properties;

And Whereas such incidents appear to be correlated to properties wherein the owner does not reside in the property and would not meet the definition of "home-sharing" as set by the Province.

Now Therefore Be It Hereby Resolved:

That the Tecumseh Town Council **requests** that Administration undertake a regulatory review for both the short-term, owner-absent rental and the home-sharing short term rental categories.

Carried

4. Confirmatory By-law

Motion: RCM - 320/20

Moved by Councillor Bill Altenhof

Seconded by Councillor Tania Jobin

That By-Law 2020-68 being a by-law to confirm the proceedings of the Tuesday, October 27, 2020, regular meeting of the Council of The Corporation of the Town of Tecumseh **be given** first, second, third and final reading.

Carried

R. Notices of Motion

There are no notices of motion.

S. Next Meeting

Tuesday, November 10, 2020

6:00 pm Public Council Meeting - Zoning By-law Amendment - Winds Holdings Inc. (Eleven Winds) 13375 Desro Drive

7:00 pm Regular Council Meeting

T. Adjournment

Motion: RCM - 321/20

Moved by Councillor Rick Tonial

Seconded by Councillor Brian Houston

That there being no further business, the Tuesday, October 27, 2020 meeting of the Regular Council **be adjourned** at 9:30 pm.

Carried

Gary McNamara, Mayor

Laura Moy, Clerk

Special Meeting of Council

Minutes

Date: Tuesday, October 27, 2020
Time: 6:00 pm
Location: Electronic meeting live streamed at:
<https://video.isilive.ca/tecumseh/live.html>.

Present:

Mayor, Gary McNamara
Deputy Mayor, Joe Bachetti
Councillor, Bill Altenhof
Councillor, Andrew Dowie
Councillor, Brian Houston
Councillor, Tania Jobin
Councillor, Rick Tonial

Also Present:

Chief Administrative Officer, Margaret Misek-Evans
Director Parks & Recreation Services, Paul Anthony
Director Public Works & Environmental Services, Phil Bartnik
Director Fire Services & Fire Chief, Wade Bondy
Director Information & Communication Services, Shaun Fuerth
Director Planning & Building Services, Brian Hillman
Director Financial Services & Chief Financial Officer, Tom Kitsos
Director Corporate Services & Clerk, Laura Moy
Deputy Clerk & Manager Legislative Services, Jennifer Alexander
Manager Committee & Community Services, Christina Hebert
Manager Strategic Initiatives, Lesley Reeves

A. Roll Call

B. Call to Order

The Mayor calls the meeting to order at 6:00 pm.

C. Disclosure of Pecuniary Interest

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

D. Delegations**1. Leo Gil, Project Manager, Community Safety and Well-Being Plan and Director of Council and Community Services Mary Birch**

Mr. Leo Gil is joined by Ms. Mary Birch to deliver the Windsor Essex Regional Community Safety and Well-Being Plan presentation as appended to the Agenda. Rob Maisonneville, CAO for the County of Essex, sends his regrets as he is unable to attend this meeting. The intent of the presentation is to provide an update to the Members on the current status of the Windsor Essex Community Safety and Well-Being Plan (Plan).

Mr. Gil provides an overview of the legislative requirements and framework to prepare and adopt a Plan. He notes that the deadline for completing the Plan has been extended due to COVID-19, a date yet to be determined by the Province. The Plan is developed in collaboration with regional municipalities and includes appendices for each municipality. A regional approach has been taken to reduce duplicating advisory committees which could include the same representatives of the municipalities. The Plan provides an integrated approach to service delivery planning that involves multi-sector partnerships to proactively enhance, or develop strategies, to address local priorities related to crime and complex social issues.

Mr. Gil highlights key project updates and the current status of the project. He outlines the online public consultations approach with various key dates for public engagement in the remainder of 2020 to April 2021.

The Mayor opens the floor for questions.

A suggestion is made to have the virtual Town Hall meetings available at night to allow opportunity for all residents to participate. Mr. Gil comments that they are targeting the meeting time for the afternoon. He notes the online survey as another opportunity for residents to engage in feedback as it will be available for a week duration.

A suggestion is made to have each municipality host a session for public feedback on the Plan.

In response to an inquiry on the Police Services Board participation, Mr. Gil explains OPP Inspector, Glen Miller, is a part of the leadership team developing the Plan.

A Member recommends that the Plan have mechanisms for continuous feedback towards improvement. Mr. Gil explains the Plan will be a living document that is intended to be adaptable and support future strategies.

E. Communications

There are no communication items presented to Council.

F. Reports

There are no reports presented to Council.

G. Adjournment

Motion: SCM - 15/20

Moved By Councillor Tania Jobin

Seconded By Councillor Brian Houston

That there being no further business, the Tuesday, October 27, 2020 meeting of the Special Council Meeting **be adjourned** at 6:42 pm.

Carried

Gary McNamara, Mayor

Laura Moy, Clerk

October 21, 2020

Via email: george.cornell@simcoe.ca

Warden George Cornell
1110 Highway 26
Midhurst ON L9X 1N6

Dear Warden Cornell and County Councillors:

Re: Request for Support from Mount St. Louis Moonstone/Skyline Horseshoe Resort and Hardwood Ski & Bike for their efforts to Declare Snowsports, Skiing and Snowboarding, Alpine and Nordic Deemed Essential in Stage 2.

The Council of the Township of Oro-Medonte, at its October 14th Council meeting, passed the following motion with respect to the above-noted matter:

Be it resolved:

that the correspondence dated October 9, 2020 from Sarah Huter, Assistant General Manager, Mount St. Louis Moonstone Ski Resort re: Request for Support from Mount St. Louis Moonstone/Skyline Horseshoe Resort and Hardwood Ski & Bike for their efforts to Declare Snowsports, Skiing and Snowboarding, Alpine and Nordic Deemed Essential in Stage 2 be received.

And whereas on March 11, 2020 the World Health Organization declared COVID-19 a global pandemic;

And whereas the Government of Ontario, County of Simcoe and Township of Oro-Medonte remain in declared state of emergency in response to the COVID-19 pandemic;

And whereas all levels of Government are effectively working collaboratively in response to the evolving COVID-19 situation;

And whereas the Government of Ontario has developed a comprehensive *Framework for Reopening our Province*;

And whereas many low risk outdoor activities were permitted to re-open in Stage 1 and 2 of the *Provincial re-opening framework*;

And whereas the timing of the release of *Stage 3 framework* and Ontario Regulation 364/20 made under *Reopening Ontario(A Flexible Response to COVID-19) Act, 2020* has not fully considered outdoor winter recreation and the operations of Ontario's ski industry;

And whereas Ontario's ski industry generates approximately \$420 million annually to the provincial economy and supports over 14,000 jobs;

And whereas nordic skiing, alpine skiing, snowboarding and snowshoeing provide low risk opportunities and outlets for participation in outdoor based activities that improve physical and mental health and overall well-being;

And whereas the ski industry has developed comprehensive operating plans and established best practices through its *Ski Well, Be Well* program to ensure compliance with regulations and public health directives and reduce the risk of COVID 19 transmission;

And whereas the Township of Oro-Medonte is the proud home to three of Ontario's largest ski resorts, Hardwood Ski and Bike, Horseshoe Resort and Mount St Louis Moonstone which provide significant local, regional and provincial economic benefits.

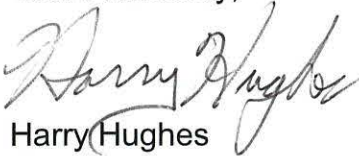
And whereas MPP Downey has advocated on behalf of these businesses.

Now therefore

On behalf of Hardwood Ski and Bike, Horseshoe Resort and Mount St. Louis Moonstone, the Council of the Township of Oro-Medonte hereby respectfully requests that the Government of Ontario consult with the ski industry through the Ontario Snow Resorts Association to review re-opening policy considerations currently impacting the industry.

And Further that a copy of this resolution be sent, under the Mayor's signature, to the County of Simcoe and Ontario municipalities for their consideration.

Yours sincerely,



Harry Hughes
Mayor

/vc

Cc: MPP Doug Downey

MPP Jill Dunlop

MP Doug Shipley

MPP Jim Wilson

Lisa MacLeod, Minister of Heritage, Sport, Tourism and Culture Industries
Council

Shawn Binns, Director Operations & Community Services
Ontario Municipalities

October 22, 2020

Mayor Gary McNamara
Town of Tecumseh
917 Lesperance Road,
Tecumseh, ON N8N 1W9

Dear Mayor McNamara:

RE: LAS Natural Gas Program – 2018-19 Period Reserve Fund Rebate and Updated Agreement

LAS is pleased to announce a rebate to all LAS Natural Gas Program members. The amount being rebated back to your municipality is **\$1,831.45**.

This amount represents your municipality's share of the \$750 million reserve fund surplus being returned to members enrolled in the LAS Natural Gas Program during the 2018-2019 program year (November 1, 2018 - October 31, 2019). The rebate is based on actual consumption data and is being shared proportionately amongst all program members.

In addition to the rebate, LAS has updated the Agency Agreement (Legal) for the program. The original contract had not been updated in 15 years and was quite general. The new agreement provides greater detail on the program, LAS' responsibilities and fees, better protecting both our members and LAS. It does not change the way the program operates, and **our fees remain the same**.

A copy of this letter, the updated agreement, and the cheque for your municipality have been sent to the designated LAS program contact (see CC below). This contact person will be responsible for finalizing the updated agreement for the program.

We look forward to your continued involvement in this valuable program. Should you have any questions please contact Eleonore Schneider, LAS Program Manager at ext. 320 or at eschneider@amo.on.ca.

Sincerely,



Judy Dezell
Director

CC: Tom Kitsos, Director, Financial Services & CFO



4800 SOUTH SERVICE RD
BEAMSVILLE, ON L0R 1B1

905-563-8205

October 27, 2020

Municipality of Tweed
(Sent via email)
clerk@tweed.ca

RE: SUPPORT RESOLUTION FROM THE MUNICIPALITY OF TWEED, CANNABIS PRODUCTION FACILITIES, THE CANNABIS ACT AND HEALTH CANADA GUIDELINES

Please be advised that Council for the Corporation of the Town of Lincoln at Special Council Meeting held on October 26, 2020, endorsed and passed the following motion in support of the Municipality of Tweed's motion (attached) regarding Cannabis Production Facilities, the Cannabis Act and Health Canada Guidelines that was passed on August 25, 2020.

Moved by: Councillor J.D. Pachereva; Seconded by: Councillor Paul MacPherson

THAT Council support the correspondence item as attached from the Municipality of Tweed regarding Cannabis Production.

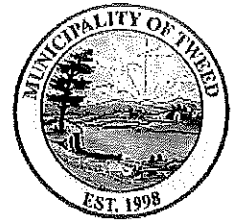
CARRIED

Sincerely,

Julie Kirkelos
Town Clerk
jkirkelos@lincoln.ca

cc: Prime Minister of Canada
Health Canada
Premier of the Province of Ontario
Minister of Municipal Affairs and Housing
Ontario Provincial Police
Association of Municipalities of Ontario
All municipalities within the Province of Ontario

Municipality of Tweed Council Meeting



Resolution No.

343.

Title: County of Hastings and County of Lennox & Addington

Date: Tuesday, August 25, 2020

Moved by J. Flieler

Seconded by J. Palmateer

WHEREAS the Government of Canada passed the *Cannabis Act S.C. 2018, c. 16* legislation legalizing properties to grow a maximum of 4 plants without a licence; and

WHEREAS Health Canada issues licences for medicinal cannabis production that are specific to set properties without municipal consultation and regardless of land use zoning by-laws; and

WHEREAS pharmaceutical companies and industries are required to follow strict regulations and governing legislation to produce medicinal products including *Narcotic Control Regulations C.R.C., c 1041* and *Controlled Drugs and Substances Act (Police Enforcement) Regulations SOR/9-234*; and

WHEREAS Municipalities are authorized under the *Planning Act, R.S.O. 1990, C. P 13* to pass a comprehensive zoning by-law that is in compliance with the appropriate County Official Plan which must be in compliance with the Provincial Policy Statement, Under *The Planning Act, 2020*; and

WHEREAS the Provincial Policy Statement, Official Plan and Zoning By-Law in effect for each area is designed to secure the long-term safety and best use of the land, water and other natural resources found in that area's natural landscape; and

WHEREAS the Municipality of Tweed has passed *Comprehensive Zoning By-Law 2012-30* and further amended it by the *Cannabis Production By-Law 2018-42*, limiting cannabis production facilities to rural industrial zoned lands with required setbacks from residential zoned properties; and

WHEREAS the Municipality of Tweed has not been consulted by Health Canada prior to the issuance of licences for properties not in compliance with the Municipal zoning by-laws for a cannabis production facility; and

WHEREAS the Province needs to amend legislation to establish a new Provincial Offence Act fine regime that creates an offence(s) when unlicensed cannabis operations break planning and environmental regulations, ignore Building Code requirements and build without a permit at a fine of at least \$100,000 per offence;

NOW THEREFORE BE IT RESOLVED THAT the Municipality of Tweed requests that immediate action be taken by all levels of government for medical cannabis licencing to follow similar regulations and guidelines as all other pharmaceutical industries;

AND FURTHER, that the Association of Municipalities of Ontario advocate with the Federation of Canadian Municipalities for advocacy to the Government of Canada for similar regulations and guidelines for medical cannabis licencing in alignment with other pharmaceutical industries;

AND FURTHER, that the distribution of medical cannabis be controlled through pharmacies in consistency of all other medications;

AND FURTHER, that Health Canada withhold licencing until the potential licence holder can provide evidence of acceptable zoning of the intended property in question;

AND FURTHER, that licenced locations be disclosed in advance to the municipalities hosting the licenced locations; and

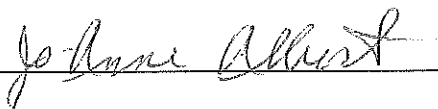
AND FURTHER, that this resolution be circulated to the Prime Minister of Canada, Health Canada, the Premier of the Province of Ontario, the Minister of Municipal Affairs and Housing, the Ontario Provincial Police, the Association of Municipalities of Ontario, and all upper, lower and single tier municipalities within the Province of Ontario.

Carried

Defeated by a Tie

Defeated

Mayor





The Corporation of the Township of Huron-Kinloss

P.O. Box 130
21 Queen St.
Ripley, Ontario
N0G2R0

Phone: (519) 395-3735

Fax: (519) 395-4107

E-mail: info@huronkinloss.com

Website: <http://www.huronkinloss.com>

Honourable Doug Ford, Premier of Ontario,
Queen's Park Legislative Building
1 Queen's Park, Room 281
Toronto, ON M7A 1A1
premier@ontario.ca

October 28, 2020

Dear Honourable Doug Ford;

Please be advised the Council of the Township of Huron-Kinloss at its regular meeting held on October 19, 2020 passed the following resolution;

Re: Copy of Resolution #641

Motion No. 641

Moved by: Jeff Elliott Seconded by: Jim Hanna

THAT the Township of Huron-Kinloss hereby supports Wollaston Township in requesting that the Minister of Municipal Affairs and Housing review the Municipal Elections to play schemes in rural communities where non-residential electors are permitted to participate in elections and provide more clear guidelines to assist Municipal Clerks in defining the voters' list and to ensure there is a clear way to report election fraud and FURTHER directs staff to forward a copy of this resolution to the Right Honourable Doug Ford, Premier of Ontario, the Minister of Municipal Affairs and Housing, the Honourable Steve Clark and all Ontario Municipalities.

Carried

Sincerely,

Kelly Lush
Deputy Clerk

c.c Minister of Municipal Affairs and Housing, the Honourable Steve Clark and all Ontario Municipalities.



The Corporation of the Township of Huron-Kinloss

P.O. Box 130
21 Queen St.
Ripley, Ontario
N0G2R0

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E-mail: info@huronkinloss.com

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Honourable Doug Ford, Premier of Ontario,
Queen's Park Legislative Building
1 Queen's Park, Room 281
Toronto, ON M7A 1A1
premier@ontario.ca

October 28, 2020

Dear Honourable Doug Ford;

Please be advised the Council of the Township of Huron-Kinloss at its regular meeting held on October 19, 2020 passed the following resolution;

Re: Copy of Resolution #643

Motion No. 643

Moved by: Don Murray Seconded by: Lillian Abbott

THAT the Township of Huron-Kinloss hereby supports the Town of Amherstburg in recommending that Schedule 11 of Bill 108 be amended to remove the powers provided to the Local Planning Appeal Tribunal, retaining authority for hearing certain appeals by the Conservation Review Board; and, to return the authority for final decisions to municipal council's as the elected representative of the communities wherein the property and its features of cultural heritage value exist and FURTHER direct staff to forward a copy of the resolution to the Honourable Doug Ford, Premier of Ontario, the Honourable Lisa McLeod, Minister of Heritage, Sport, Tourism and Culture Industries and the Association of Municipalities of Ontario.

Carried

Sincerely,

Kelly Lush
Deputy Clerk

c.c Honourable Lisa McLeod, Minister of Heritage, Sport, Tourism and Culture Industries and the Association of Municipalities of Ontario.



CORPORATE SERVICES DEPARTMENT
TELEPHONE 613-968-6481
FAX 613-967-3206

City of Belleville

169 FRONT STREET
BELLEVILLE, ONTARIO
K8N 2Y8

October 28, 2020

The Honourable Doug Ford
Premier's Office, Room 281
Legislative Building, Queen's Park
Toronto, ON M7A 1A1

Dear Premier Ford:

**RE: Accessibility for Ontarians with Disabilities Act – Web-site Support
New Business
10, Belleville City Council Meeting, October 26, 2020**

This is to advise you that at the Council Meeting of October 26, 2020, the following resolution was approved.

“WHEREAS Section 14(4) of O. Reg 191/11 under the Accessibility for Ontarians with Disabilities Act requires designated public sector organizations to conform to WCAG 2.0 Level AA by January 1, 2021; and

WHEREAS the City remains committed to the provision of accessible goods and services; and

WHEREAS the City provides accommodations to meet any stated accessibility need, where possible; and

WHEREAS the declared pandemic, COVID-19, has impacted the finances and other resources of the City; and

WHEREAS the Accessibility for Ontarians with Disabilities Act contemplates the need to consider technical or economic considerations in the implementation of Accessibility Standards;

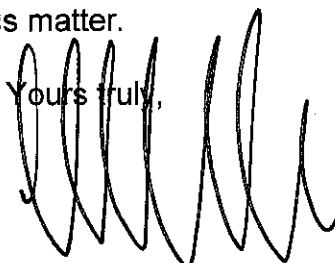
..12

BE IT THEREFORE RESOLVED THAT the Corporation of the City of Belleville requests that the Province of Ontario consider providing funding support and training resources to municipalities to meet these compliance standards; and

THAT this resolution be forwarded to the Premier of the Province of Ontario, Prince Edward-Hastings M.P.P., Todd Smith, Hastings – Lennox & Addington M.P.P., Daryl Kramp, the Association of Municipalities of Ontario and all municipalities within the Province of Ontario.”

Thank you for your attention to this matter.

Yours truly,

A handwritten signature in black ink, appearing to read 'Matt MacDonald', written over the words 'Yours truly,'.

Matt MacDonald
Director of Corporate Services/City Clerk

MMacD/nh

Pc: AMO

Todd Smith, MPP Prince Edward-Hastings
Daryl Kramp, MPP Hastings – Lennox & Addington
Councillor Thompson, City of Belleville
Ontario Municipalities

November 3, 2020

Please be advised that during the Committee of the Whole meeting on October 29, 2020 the following motion was carried;

RESOLUTION NO. CW-407-2020

DATE: October 29, 2020

MOVED BY: Councillor MacNaughton

SECONDED BY: Councillor St-Jean

Resolution by Councillor MacNaughton regarding Bill 218, Supporting Ontario's Recovery and Municipal Elections Act, 2020 is proposing changes to the Municipal Elections Act of 1996

WHEREAS municipalities in Ontario are responsible for conducting the fair and democratic elections of local representatives; and

WHEREAS Government of Ontario, with Bill 218, Supporting Ontario's Recovery and Municipal Elections Act, 2020 is proposing changes to the Municipal Elections Act of 1996

- to prohibit the use of ranked ballots in future Municipal Elections, and
- extend nomination day from the end of July to the second Friday in September; and

WHEREAS each municipal election is governed by the Municipal Elections Act which was amended in 2016 to include the option to allow Municipalities to utilize ranked ballots for their elections and shorter nomination periods; and

WHEREAS London, Ontario ran the first ranked ballot election in 2018 and several other municipalities since have approved bylaws to adopt the practice, or are in the process of doing so including our regional neighbours in Kingston via a referendum return of 63%; and

WHEREAS the operation, finance and regulatory compliance of elections is fully undertaken by municipalities themselves; and,

WHEREAS local governments are best poised to understand the representational needs and challenges of the body politic they represent, and when looking at alternative voting methods to ensure more people vote safely, it becomes more difficult to implement these alternatives with the proposed shorter period between Nomination day and the October 24, 2022 Election day;

NOW THEREFORE BE IT RESOLVED THAT Corporation of the County of Prince Edward Council send a letter to the Ministry of Municipal Affairs and Housing urging that the Government of Ontario continues to respect Ontario municipalities' ability to apply sound representative principles in their execution of elections;

AND THAT the Corporation of the County of Prince Edward Council recommends that the Government of Ontario supports the freedom of municipalities to run democratic elections within the existing framework the Act currently offers;

AND THAT this resolution be circulated to all Ontario Municipalities, AMO and AMCTO.

CARRIED



Catalina Blumenberg, **Clerk**



MOVED BY: Councillor Monica Loftus

SECONDED BY: Councillor Richard Lemieux

RESOLUTION NO. 2020-179

WHEREAS Council for the Corporation of the Municipality of St.-Charles wishes to support Resolution Number CX93-20 from Grey County;

AND WHEREAS the Corporation of the Municipality of St.-Charles recognized that the need for reliable access to affordable broadband is required for education and business purposes to ensure continuity and success;

AND WHEREAS reliable broadband will continue to play an essential role in economic and social recovery across Ontario post-pandemic;

AND WHEREAS not all residents of the Municipality of St.-Charles are within a connectivity coverage area and that rural areas often receive inadequate or disproportionately low levels of service;

AND WHEREAS while it is important for the Provincial Government to look at both the number of people and the number of businesses that can be serviced by broadband expansion, it is essential, that the Province provide broadband service to areas that have a small number of people, yet cover a vast geographical area;

AND WHEREAS the need for broadband infrastructure improvement is immediate;

BE IT RESOLVED THAT the Corporation of the Municipality of St.-Charles representing our residents and business owners alike, call to action Premier Ford; the Minister of Environment, Conservation and Parks, the Honourable Jeff Yurek to champion the implementation of broadband in the under-serviced areas of the Municipality of St.-Charles..

CARRIED

I, Tammy Godden, Clerk of the Municipality of St.-Charles, do certify the foregoing to be a true copy of Resolution No. 2020-179 passed in a Regular Meeting

From: Devanne Kripp [mailto:dkripp@grimsby.ca]
Sent: November 4, 2020 9:50 AM
To: 'doug.fordco@pc.ola.org' <doug.fordco@pc.ola.org>

Subject: Proposed Regulation under the Ontario Heritage Act – Bill 108

Dear Hon. Doug Ford:

At its meeting of October 19, 2020, the Town of Grimsby Committee of the Whole passed the following resolution, which was subsequently approved by Council on November 2, 2020:

Moved by Councillor Bothwell; Seconded by Councillor Freake;

Resolved that the Report PA20-22 dated October 19, 2020, be received; and,

Moved by Councillor Bothwell; Seconded by Councillor Freake;

Resolved that the Report PA20-22 dated October 19, 2020, be received; and,

That the report be endorsed and submitted to the Province, along with the following motion, as the Town of Grimsby's comments to the Environmental Registry.

WHEREAS Royal Assent has been granted to Bill 108 entitled 'More Homes, More Choice Act, 2019' on June 6, 2019; and,

WHEREAS Schedule 11 of Bill 108 contains amendments to the Ontario Heritage Act which require appeals under the Ontario Heritage Act to be heard by the Local Planning Appeal Tribunal not the Conservation Review Board; and,

WHEREAS the Conservation Review Board is an adjudicative tribunal that, through the mandate provided by the Ontario Heritage Act, considers a number of matters such as:

- The proposed designation of a property as having cultural heritage value or interest;
- Applications for the repeal of a By-law on a specific property;
- Applications related to the alteration of a property covered by a By-law; and,
- Matters related to archaeological licensing, and,

WHEREAS Schedule 11 of Bill 108 will come into effect on a date to be proclaimed by the Lieutenant Governor; and,

WHEREAS the Local Planning Appeal Tribunal are not experts in heritage matters unlike members of the Conservation Review Board; and,

WHEREAS the Local Planning Appeal Tribunal decisions are binding decisions unlike the Conservation Review Board non-binding recommendations; and,

WHEREAS the Ontario Heritage Act provides a means for municipalities to protect and preserve the cultural heritage value or interest of the municipality for generations to come; and,

WHEREAS the Conservation Review Board currently provides reports to municipal council's setting out its findings of fact, and its recommendations so that a final decision can be rendered by municipalities about what is valuable in their community;

WHEREAS the Town of Grimsby remains committed to the preservation and protection of property of cultural heritage value or interest;

NOW THEREFORE BE IT RESOLVED THAT the Town of Grimsby strongly recommends that Schedule 11 of Bill 108 be amended to remove the powers provided to the Local Planning Appeal Tribunal, retaining authority for hearing certain appeals by the Conservation Review Board; and,

BE IT FURTHER RESOLVED THAT the Town of Grimsby strongly recommends that Schedule 11 of Bill 108 be amended to return the authority for final decisions to municipal council's as the elected representative of the communities wherein the property and its features of cultural heritage value exist; and,

BE IT FURTHER RESOLVED THAT a copy of this motion be sent to the Honourable Doug Ford, Premier of Ontario, Lisa McLeod the Minister of Heritage, Sport, Tourism and Culture Industries, Andrea Horwath, MPP and Leader of the

Official Opposition and the Ontario NDP Party, MPP Steven Del Duca Leader of the Ontario Liberal Party, Mike Schreiner MPP and Leader of the Green Party of Ontario, Sam Oosterhoff MPP Niagara West; and,

BE IT FURTHER RESOLVED THAT a copy of this motion be sent to the Association of Municipalities of Ontario (AMO), all MPP's in the Province of Ontario, the Niagara Region and all Municipalities in Ontario for their consideration."

We strongly recommend that the Ontario government consider amendments to Bill 108 to return the final authority to municipal Council's to determine what is of cultural heritage value or interest in their communities with the benefits of the expert and professional advice provided by the Conservation Review Board.

CARRIED

YES: Councillors Bothwell, Dunstall, Freake, Kadwell, Ritchie, Sharpe, Vaine, Vardy and Mayor Jordan

A copy of the report has been enclosed.

Regards,

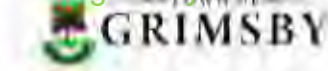
Devanne Kripp, Dipl. M. A.

Deputy Town Clerk

905 945 9634 ext. 2177

Town of Grimsby | 160 Livingston Avenue, P.O Box 159 | Grimsby ON L3M 4G3 |

www.grimsby.ca



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Laura Moy

Director Corporate Services & Clerk

Personnel Committee

Minutes

Date: Tuesday, October 27, 2020
Time: 4:00 pm
Location: Electronic meeting live streamed at:
<https://video.isilive.ca/tecumseh/live.html>.

Present:

Mayor, Gary McNamara
Deputy Mayor, Joe Bachetti
Councillor, Bill Altenhof
Councillor, Andrew Dowie
Councillor, Brian Houston
Councillor, Tania Jobin
Councillor, Rick Tonial

Also Present:

Chief Administrative Officer, Margaret Misek-Evans
Director Parks & Recreation Services, Paul Anthony
Director Public Works & Environmental Services, Phil Bartnik
Director Fire Services & Fire Chief, Wade Bondy
Director Information & Communication Services, Shaun Fuerth
Director Planning & Building Services, Brian Hillman
Director Financial Services & Chief Financial Officer, Tom Kitsos
Director Corporate Services & Clerk, Laura Moy
Deputy Clerk & Manager Legislative Services, Jennifer Alexander
Manager Strategic Initiatives, Lesley Reeves

A. Roll Call

B. Call to Order

The Chair calls the meeting to order at 4:00 pm.

C. Disclosure of Pecuniary Interest

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

D. Delegations

1. Elizabeth Hill, Pesce & Associates

Re: Human Resources Service Delivery Review

Ms. Elizabeth Hill presents the Human Resources Service Delivery Review PowerPoint presentation as appended to the Agenda. She provides highlights of the Review including scope, stakeholder consultation, current state assessment, and future state recommendations. A summary of recommendations is discussed including strategic priorities, structure and staffing, services, process and technology.

The Chair opens the floor to questions from the committee.

The Mayor comments that the Town is growing and needs to address the issues with efficiencies and human resources. Discussion ensues over the volume of workload in the Corporate Services department and commends the current staff on the work they provide.

In response to an inquiry, the consultant explains the cost savings with the recommendation of obtaining a human resources consultant service versus a law firm.

E. Communications

There are no communications presented to the Committee.

F. Reports

1. CAO-2020-08 Human Resources Service Delivery Review

Director Information Technology & Communications, Shaun Fuerth, provides a visual of the Town Hall renovation under progress and explains the estimated timelines for completion. He also presents proposed changes to the floor plan to relocate the Human Resource Services in the CAO area of the building.

In response to an inquiry on staffing requirements, the CAO suggests a gradual phased approach as recommended in the Human Resources Service Delivery Review. The Corporate Manager position is anticipated to be filled by third quarter of 2021, with the Human Resources Coordinator position filled thereafter. She notes that staffing costs will be referred to the 2021 budget deliberations.

Members indicate acceptance for reducing their office space as indicated in the proposed revised layout of Town Hall. A request is made for continuance of a filing cabinet for Councillors. The Director indicates locked storage for Council's needs can be accommodated.

The Mayor requests that there be a computer available for Councillors when meeting with residents at Town Hall.

The Members thanks the Director for his efforts with the ongoing Town Hall renovations.

Motion: PC - 01/20

Moved By Councillor Brian Houston

Seconded By Mayor Gary McNamara

That Report CAO-2020-08, Human Resources Service Delivery Review, **be received.**

And that Administration **be authorized** to phase-in implementation of the future state recommendations contained in the report, by Pesce & Associates, subject to deliberations on the 2021 Budget.

And further that the financial considerations associated with implementation of the future state recommendations outlined herein **be referred** to the 2021 Budget process.

Carried

Motion: PC - 02/20

Moved By Councillor Rick Tonial

Seconded By Councillor Tania Jobin

That the revised Town Hall floor plan presented to the members, **be approved**

Carried

G. Unfinished Business

There is no unfinished business presented to the Committee.

H. New Business

There is no new business presented to the Committee.

I. Next Meeting

The next meeting will be upon the call of the Chair.

J. Adjournment

Motion: PC - 03/20

Moved By Councillor Bill Altenhof

Seconded By Mayor Gary McNamara

That there being no further business, the Tuesday, October 27, 2020 meeting of the Personnel Committee Meeting **be adjourned** at 5:08 pm.

Carried

Joe Bachetti, Deputy Mayor

Laura Moy, Clerk



The Corporation of the Town of Tecumseh

Corporate Services & Clerk

To: Mayor and Members of Council

From: Laura Moy, Director Corporate Services & Clerk

Date to Council: November 10, 2020

Report Number: CS-2020-32

Subject: Award Nominations
Evaluation Form Update

Recommendations

It is recommended:

That Report CS-2020-32 entitled “Award Nominations Evaluation Form Update” **be received;**

And that the Town’s Awards Policy No. 2, as amended, including revisions to the Evaluation Form, and appended to CS-2020-32, **be approved.**

Background

The Town’s Awards Policy No. 2 (Awards Policy), sets out the process and timelines for submitting nominations and selecting recipients each year for the Dr. Henri Breault Community Excellence Award (Dr. Breault Award), Donald “Donny” Massender Memorial Volunteer Award (Donny Massender Award) and the Senior of the Year Award.

At the September 22, 2020, Policies & Priorities Committee (PPC) Meeting, the Members gave favourable consideration to a newly developed Youth of the Year Award to annually recognize youth for their contributions to the community.

The Awards Policy has been amended to reflect the Youth of the Year Award. ([Attachment 1](#)).

Comments

At the November 26, 2019, Special Meeting of Council (SCM), Administration was directed to review the Awards Policy to streamline the nomination process and develop a ranking for applications in order to assist in fairly evaluating nominations for each award. (SCM-33/19)

An electronic form (E-form) was presented at the September 22, 2020, PPC to help refine and streamline the nomination process. The E-form allows nominators to complete and submit the application via the Town's website and clearly outlines the background information, respective criteria and maintains content integrity for each Award.

The consolidated and streamlined E-form is appended to the Awards Policy. ([Attachment 2](#)).

Additionally, an Evaluation Form was developed in order to assist in fairly evaluating nominations for each Award.

Following direction at the September 22, 2020, PPC (PPC-07/20), the scoring range on the Evaluation Form has been revised as follows:

- Confirmation the nominee is a resident within the Town (Yes or No; no point allocation)
- Age criteria is met for Senior of the Year Award and Youth of the Year Award (Yes or No; no point allocation)
- Two (2) written testimonials are provided (1-5 points based on written detail)
- A detailed summary is provided indicating how long the person submitting the nomination has known the nominee and the reasons believed the nominee is a worthy candidate (1-10 points based on completeness of information, with 1 being minor and 10 being significant evidence)
- A detailed description of the nominee and his/her achievements including background/history (1-10 points based on completeness of information, with 1 being minor and 10 being significant evidence)

The revised Evaluation Form will establish a consistent manner in which nominations are reviewed and recipients are selected. ([Attachment 3](#))

As noted under Report CS-2020-23, and as set out in the Awards Policy, a Special Meeting of Council has been scheduled for Tuesday, November 24, 2020, at 6:00 pm to consider the Award Nominations. To date, there have been two nominations submitted for the new Youth of the Year Award, only. The October 31st deadline to submit nominations has been extended to Wednesday, November 11, 2020, to provide additional opportunity for nominations to be submitted.

Consultations

None

Financial Implications

The cost of notices for the Awards is included in the 2020 Budget.

Link to Strategic Priorities

Applicable	2019-22 Strategic Priorities
<input checked="" type="checkbox"/>	Make the Town of Tecumseh an even better place to live, work and invest through a shared vision for our residents and newcomers.
<input type="checkbox"/>	Ensure that Tecumseh's current and future growth is built upon the principles of sustainability and strategic decision-making.
<input type="checkbox"/>	Integrate the principles of health and wellness into all of Tecumseh's plans and priorities.
<input checked="" type="checkbox"/>	Steward the Town's "continuous improvement" approach to municipal service delivery to residents and businesses.
<input checked="" type="checkbox"/>	Demonstrate the Town's leadership role in the community by promoting good governance and community engagement, by bringing together organizations serving the Town and the region to pursue common goals.

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:

Christina Hebert, BA (Hons), MA, Dipl. M.A.
Manager Committee & Community Services

Reviewed by:

Laura Moy, Dipl. M.M., CMMIII HR Professional
Director Corporate Services & Clerk

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1	Awards Policy No. 2
2	Nomination Form (PDF)
3	Evaluation Form (PDF)



The Corporation of the Town of Tecumseh

Policy Manual

Policy Number: 002

Effective Date: September 22, 2020

Supersedes: PPC 02/11 – February 22, 2011
SCM November 12, 2013 (SCM-06/13)
RCM May 26, 2015 (RCM 173/15)
RCM May 24, 2016 (RCM 196/16)
RCM August 13, 2019 (RCM 252/19)

Approval: PPC September 22, 2020, (PPC 07/20)

Subject: Awards Policy

1.0 Purpose

- 1.1 The general purpose of this Policy is to establish a process and timeline for submitting nominations and selecting recipients each year for the Dr. Breault Community Excellence Award, Donald “Donny” Massender Memorial Volunteer Award, Senior of the Year Award and Youth of the Year Award.

2.0 Definitions

- 2.1 **Dr. Henri Breault Community Excellence Award** shall mean an award established to recognize a person who has displayed continued dedication and perseverance to a cause or causes that have ultimately benefited the citizens of the Town of Tecumseh and the general public at large.
- 2.2 **Donald “Donny” Massender Memorial Volunteer Award** shall mean an award established to recognize a person who has made exceptional contributions to the citizens of the Town of Tecumseh or the public at large and is well-known for his/her work as an outstanding fundraiser, advocate and supporter of charitable organizations.
- 2.3 **Senior of the Year Award** shall mean an award established to recognize one outstanding local Ontarian who at the age of 65 and older has enriched the social, cultural or civic life of the Town of Tecumseh without thought of personal or financial gain.
- 2.4 **Volunteer Recognition Event** shall mean an event held annually to recognize members of the community appointed by Council to various Committees and to express the Town’s appreciation to the Committee members for their service.

- 2.5 **Youth of the Year Award** shall mean an award established to recognize a person, 23 years of age and under, who has enriched the social, cultural or civic life of the community that has ultimately benefited the citizens of the Town of Tecumseh and the general public at large without thought of personal or financial gain.

3.0 Nominations

- 3.1 Nominations for the Dr. Henri Breault Community Excellence Award, Donald “Donny” Massender Memorial Volunteer Award, Senior of the Year Award and Youth of the Year Award will be called annually in September by the Clerk.
- 3.2 Notice of the call for nominations for each of the Awards will be posted to the Town’s website and Facebook page, advertised in the local media, delivered to local charitable and non-profit organizations; displayed on the Town’s LED sign, as well as posted in prominent locations in the Town’s facilities (i.e.: Town Hall, Tecumseh Arena and Cada Library Complex);
- 3.3 Persons wishing to submit a nominee for the Dr. Henri Breault Community Excellence Award, Donald “Donny” Massender Memorial Volunteer Award, Senior of the Year Award or Youth of the Year Award must complete the Nomination Form, appended as [Schedule “A”](#).
- 3.4 Original and complete Nomination Forms are to be submitted to the Clerk on or before October 31st annually, together with the following supporting materials:
- a) Detailed contact information about the person being nominated;
 - b) Detailed contact information about the person submitting the nomination;
 - c) A summary (maximum 100 words) indicating how long the person submitting the nomination has known the nominee and the reasons believed the nominee is a worthy candidate;
 - d) A detailed description of the nominee and his/her achievements including background/history;
 - e) Written testimonials (original and signed) from at least two (2) additional persons who can attest to the value and impact of the nominee’s achievements;
 - f) Additional information and material in support of the nomination (i.e.: other testimonial letters that add substance to the nominee’s achievements, publications, media stories, tributes, etc.), if available. The additional materials should provide new information and insight into the nature of the nominee’s achievements.
- 3.5 All four awards require that the nominees must be a resident of the Town of Tecumseh.
- 3.6 No person shall receive an Award posthumously.
- 3.7 All personal information will be treated in confidence and protected pursuant to the *Municipal Freedom of Information and Protection of Privacy Act*.

4.0 Selection

-
- 4.1 All nominations will be considered by Tecumseh Council or a Committee appointed and comprised of Members of Council.
 - 4.2 Tecumseh Council or a Committee appointed and comprised of Members of Council will use the prescribed Evaluation Form to assist in reviewing the nominations received, appended as **Schedule “B”**
 - 4.3 A Special Meeting of Council (or a Committee comprised of Members of Council) will be held on the fourth Tuesday of November each year, either before or after the Regular Meeting of Council, in order that the members may review the nominations and select the award recipient for each of the awards.
 - 4.4 In the year of an election, the current Members of Council (or a Committee comprised of the current Members of Council) will select the respective Award recipients.
 - 4.5 Don Massender’s wife will be consulted on the selection of the Donald “Donny” Massender Memorial Volunteer Award.

5.0 Notification to Award Recipients

- 5.1 The Award recipients and the respective persons submitting their nominations will be notified within five (5) working days of Council’s decision by phone and in writing.

6.0 Investiture

- 6.1 The Dr. Henri Breault Community Excellence Award, Donald “Donny” Massender Memorial Volunteer Award, Senior of the Year Award and Youth of the Year Award will be presented at the annual Volunteer Recognition event.
- 6.2 Each of the annual Award recipients will receive a personalized plaque in recognition of their bestowment.
- 6.3 The name of the annual recipient of the Dr. Henri Breault Community Excellence Award will be placed on the Dr. Henri Breault Memorial prominently displayed at the Tecumseh Arena.
- 6.4 The name of the annual recipient of the Donald “Donny” Massender Memorial Volunteer Award will be placed on the Don Massender Memorial prominently displayed at Tecumseh Town Hall.
- 6.5 The recipient of the Donald "Donny" Massender Memorial Volunteer Award will be nominated for the June Callwood Outstanding Achievement Award for Volunteerism in Ontario and the Ontario Medal for Good Citizenship.
- 6.6 The recipient of the Senior of the Year Award will be nominated for the Ontario Senior of the Year Award and the Senior Achievement Award.

2020 Award Nominations - Town of Tecumseh

Deadline

The deadline for submitting applications for all awards is **Saturday, October 31, 2020**. Applications will be considered at the November 24, 2020 Special Meeting of Council.

Please call 519-735-2184, ext. 117 if you experience any difficulties completing this form.

Process

All information received as part of the nominations will be reviewed by Tecumseh Council or a Committee appointed by Council.

Confidentiality

Any person can submit a nominee for any of the awards. Please note that all information is confidential and protected by the *Municipal Freedom of Information and Protection of Privacy Act* and follow the Town's [Privacy Policy](#).

Information on Awards

1. Donald "Donny" Massender Memorial Volunteer Award

The Town of Tecumseh established the Donald "Donny" Massender Memorial Volunteer Award in 2010 to annually recognize a person who has made exceptional contributions to the citizens of the Town, or the public at large and is well-known for his/her work as an outstanding fundraiser, advocate and supporter of charitable organization(s).

Recipients of the Donald "Donny" Massender Memorial Volunteer Award are recognized for the **highest level of volunteerism and public service** and demonstrate an unselfish desire to help others and have a compassion to assist those in need.

Eligibility

- Nominees must be a resident of the Town.
- No person shall receive the award posthumously.
- Nominees must have had a significant level of volunteerism and public service that has benefited the citizens of the Town, or the public at large.
- The award is limited to an individual.
- Open to all age groups.

2. Dr. Henri Breault Community Excellence Award

The Town of Tecumseh established the Dr. Henri Breault Community Excellence Award in 2000 to annually recognize a person who has displayed continued **dedication and perseverance to a cause or causes** that have ultimately benefitted the citizens of the Town of Tecumseh and the general public at large.

Recipients of the Dr. Henri Breault Community Excellence Award are recognized for the highest level of excellence and achievement in any field and are the best of Tecumseh's caring and diverse community who stand as a shining example for everyone.

Eligibility

- Nominees must be a resident of the Town.
- No person shall receive the award posthumously.
- Nominees must have had a significant accomplishment(s) that has benefitted the citizens of the Town, or the public at large.
- The award is not limited to an individual and may include a family, group, or company.
- Open to all age groups.

3. Senior of the Year Award

The Ontario Senior of the Year Award gives each municipality in Ontario the opportunity to honour one outstanding local Ontarian who, after the age of 65, has enriched the social, cultural or civic life of his or her community.

Recipients of the Senior of the Year Award are recognized for having **enriched the social, cultural or civic life of the community** without thought of personal or financial gain.

Eligibility

- Nominees must be a resident of the Town.
- No person shall receive the award posthumously.
- Nominees must have made their community a better place to live.
- Seniors who qualify for this award may have contributed in many different fields, such as the arts, literature, community service, voluntarism, education, fitness and sport or humanitarian activities.
- The award is limited to an individual and must be at least 65 years of age.

4. Youth of the Year Award

The Town of Tecumseh established the Youth of the Year Award to annually recognize a person, under the age of 23, who has enriched the social, cultural or civic life of the community that has ultimately benefited the citizens of the Town of Tecumseh and the general public at large without thought of personal or financial gain.

Recipients of the Youth of the Year Award are recognized for **displaying continued dedication and leadership** and are the best of Tecumseh's caring and diverse community who stand as a shining example for everyone.

Eligibility

- Nominees must be a resident of Town.
- No person shall receive the award posthumously.

- Must demonstrate **outstanding community engagement in activities such as, but not limited to, volunteerism, community-based learning or research, outreach partnership, and curricular engagement.**
 - The award is limited to an individual who must be under 23 years of age.
 - Must be enrolled in school (elementary, secondary or post secondary).
-

Please select the award you are interested in. *

- ☐ Donald "Donny" Massender Memorial Volunteer Award
- ☐ Dr. Henri Breault Community Excellence Award
- ☐ Senior of the Year Award
- ☐ Youth of the Year Award

Senior of the Year Award

Tecumseh Town Council will present the Senior of the Year Award at a Regular Meeting of Council during the month of June. June has been declared as "Seniors Month" - a time to celebrate seniors - their knowledge, experience and the contributions they make every day in their communities.

The recipient of the Tecumseh Senior of the Year Award will also be nominated for the Ministry of Citizenship and Immigration Senior of the Year Award. This award honours one outstanding local Ontarian who, after the age of 65, has enriched the social, cultural or civic life of his or her community.

Award recipients and their nominators will be notified in advance.

Donny Massender Memorial Volunteer Award

Tecumseh Town Council will present the Donald "Donny" Massender Memorial Volunteer Award at an annual Volunteer Recognition Event.

Award recipients and their nominators will be notified in advance.

Dr. Henri Breault Community Excellence Award

Tecumseh Town Council will present the Dr. Henri Breault Community Excellence Award at an annual Volunteer Recognition Event.

Award recipients and their nominators will be notified in advance.

Youth of the Year Award

Tecumseh Town Council will present the Youth of the Year Award at an annual Volunteer Recognition Event.

Award recipients and their nominators will be notified in advance.

Name of Person Being Nominated

First Name *

Last Name *

Is the nominee currently a resident of the Town of Tecumseh? *

☐ Yes

☐ No

Street Address *

City *

Province *

Postal Code *

Primary Contact Number *

Secondary Contact Number

Email Address (Nominee) *

Is the nominee 65 years of age or older? *

☐ Yes

☐ No

Is the nominee 23 years of age or younger? *

☐ Yes

☐ No

Date of Birth of Nominee *

Name of Nominator

First Name *

Last Name *

Street Address *

City *	Province *	Postal Code *	Primary Contact Number *
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Secondary Contact Phone	Email Address (Nominator) *		
<input type="text"/>	<input type="text"/>		

Summary

Please provide a summary (maximum 100 words) indicating how long the person submitting the nomination has known the nominee and the reasons believed the nominee is a worthy candidate.

*

Description of the Nominee

Please provide a detailed description of the nominee and his/her achievements including background/history. *

Written Testimonials

Please provide at least two (2) written testimonials (signed) who can attest to the value and impact of the nominee's achievements.

Upload testimonial 1 *

Upload testimonial 2 *

Additional Information and Materials in Support of the Nomination

If available, please provide additional information and materials in support of the nomination (i.e. other testimonial letters that add substance to the nominee's achievements, publications, media stories, tributes, etc.) The additional materials should provide new information and insight into the nature of the nominee's achievements.

Use the Upload button below to attach additional information, if required.

Additional Information and Materials

Upload Additional Information and Materials

Nominator's Name (First and Last Name) *

Date Form Submitted *

I agree that the information provided above is accurate and ready for review by The Corporation of the Town of Tecumseh. *

☐ Agree

Awardas Policy No. 2

Evaluation Form

Dr. Henri Breault Community Excellence Award (DHB) - Individual or group who has displayed continued dedication and perservance to a cause(s)

Donald "Donny" Massender Memorial Volunteer Award (DM) - Individual recognized for the highest level of volunteerism and public service

Senior of the Year Award (SY) - Individual who has enriched the social, cultural or civic life of community

Youth of the Year Award (YY) - Individual who has displayed dedication and leadership in community engagement

[illegible]



The Corporation of the Town of Tecumseh

Corporate Services & Clerk

To: Mayor and Members of Council

From: Laura Moy, Director Corporate Services & Clerk

Date to Council: November 10, 2020

Report Number: CS-2020-36

Subject: Donation to Goodfellows

Recommendations

It is recommended:

That the provisions set in the Proclamation, Declaration and Donation Requests Policy No. 23 **be waived** to allow for a one-time donation to be made on behalf of the Town;

And that \$1,500 of the annual Holiday Dinner budget allocation **be donated** to the local Windsor Goodfellows Holiday Drive.

Background

The Town holds a Holiday Dinner and Employee Recognition Event in early December each year, with funding allocated in the annual budget. This year, as noted in the Chief Administrative Officer's Thanksgiving message, the event is cancelled due to the COVID-19 pandemic and associated limits on social gathering. The intent is to carryover the employee recognition portion of the event to 2021, when we hope to hold the event once again.

The event is organized by the Holiday Dinner Committee (Committee). The Committee consists of volunteers from various departments who are responsible for organizing the event, booking a venue, arranging entertainment and decorating the hall. The annual event has traditionally been held at the Ciociaro Club and is well attended with an average of 140 persons attending, including members of Council and staff and their spouses/partners.

To augment the budget allocation for the event each year, the Committee approaches a list of companies vetted by the Senior Management Team to request a modest contribution for the Employee Recognition portion of the event. Individual sponsorships have ranged from \$250 to

\$1,000 and any sponsor that wishes to contribute is invited to attend. In 2019, sponsors included WFCU Credit Union, Frank Cowan Company, Dillon Consulting Limited and Wolf Hooker Professional Corporation.

Due to the popularity of the venue and difficulty securing a date, the Committee reserves the venue with a deposit in early January for the following December. The 2020 event was scheduled for December 4, 2020. The deposit will be applied to the 2021 reservation for the Holiday Dinner.

Comments

Since the time of securing the event date, the Premier of Ontario declared a state of emergency throughout Ontario related to COVID-19 under s 7.0.1 (1) the *Emergency Management and Civil Protection Act*. Due to the limits on gatherings as well as additional public health guidelines, the Town has cancelled almost all of the 2020 events such as the Corn Festival and Christmas in Tecumseh. With the ongoing restrictions, and in keeping with Town policies to ensure the health and safety of staff, it was determined that the annual event would be cancelled for 2020.

In light of the cancellation, and with the support of the Senior Management Team, the Committee looked at potentially using some of the Town funds allocated to the Holiday Dinner to donate to a local charity. The Committee has also reached out to previous event sponsors to suggest they consider a donation to a local charity in lieu of their event sponsorship for this year. Dillion Consulting Limited and Frank Cowan Company have both responded to date and pledged a donation to Goodfellows. It is Administration's recommendation that a portion of the Town's budget allocation for this event be donated to Goodfellows as well.

Goodfellows has long been a part of the fabric of Tecumseh and the organization provides community support throughout the year. Members of various departments, including Fire and Rescue Services, participate in Goodfellows' annual fundraising events including the newspaper sales campaign and grocery bagging in November and December. The annual newspaper sales drive is one of their largest fundraisers. It was announced on November 2, 2020, that the annual on-the-street newspaper drive would be cancelled over health and safety concerns, as would the grocery-bagging event. Although alternative methods of collecting donations are being investigated, it is anticipated that overall donations will be significantly lower than previous years.

Moneys raised go toward the organization's various charitable endeavours, including providing Christmas meals to those in need. In previous years, the charity has provided 120 to 150 food hampers to local families. Goodfellows anticipates a greater need this year, given the current pandemic and the impact on the economy. It is therefore recommended that \$1,500 of the Town's budget from the Holiday Dinner and Employee Recognition Event be allocated as a donation to Goodfellows.

The Town's Proclamation, Declaration and Donation Requests Policy No. 23 (Policy) restricts donations that are not requested by the Provincial or Federal Governments, or are not in keeping with Provincial/Federal legislation, or are not of historical significance to the Corporation. Council has waived the Policy to provide donations during a time of crisis to other

communities. In light of the current pandemic and the needs of the public for support, it is recommended that the Policy be waived to permit a one-time donation to the Goodfellows to assist the community this coming holiday season.

Consultations

All Departments

Financial Implications

In recognition of the challenges fundraising organizations will face during the pandemic and to help support Goodfellows who rely on the financial support provided by the annual fundraising campaign in which Town employees participate, Administration recommends the donation of \$1,500 towards this cause and that the funding for this donation be provided through the approved 2020 budget allocation for the Town's employee recognition and holiday event that will not take place this year.

Link to Strategic Priorities

Applicable	2019-22 Strategic Priorities
<input type="checkbox"/>	Make the Town of Tecumseh an even better place to live, work and invest through a shared vision for our residents and newcomers.
<input type="checkbox"/>	Ensure that Tecumseh's current and future growth is built upon the principles of sustainability and strategic decision-making.
<input checked="" type="checkbox"/>	Integrate the principles of health and wellness into all of Tecumseh's plans and priorities.
<input type="checkbox"/>	Steward the Town's "continuous improvement" approach to municipal service delivery to residents and businesses.
<input checked="" type="checkbox"/>	Demonstrate the Town's leadership role in the community by promoting good governance and community engagement, by bringing together organizations serving the Town and the region to pursue common goals.

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:

Jennifer Alexander, MPA
Deputy Clerk & Manager Legislative Services

Reviewed by:

Laura Moy, Dipl. M.M., CMMIII HR Professional
Director Corporate Services & Clerk

Reviewed by:

Wade Bondy
Director Fire Services & Fire Chief, C.E.M.C.

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
None	None



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 10, 2020

Report Number: FS-2020-17

Subject: 2019 Development Charge Reserve Fund Statement

Recommendations

It is recommended:

That the 2019 Development Charge Reserve Fund Statement, prepared in accordance with the *Development Charges Act, 1997*, S.O. 1997, c. 27, s. 43, **be received**,

And that the 2019 Development Charge Reserve Fund Statement **be made available** to the public on the Town's website in accordance with the *Development Charges Act, 1997*, S.O. 1997, c. 27, s. 43 (2.1); 2015, c. 26, s. 7 (1),

And further that the report **be forwarded** upon request to the Ministry of Municipal Affairs and Housing as per the *Development Charges Act, 1997*, S.O. 1997, c. 27, s. 43 (3); 2015, c. 26, s. 7 (2).

Background

Section 43 of the *Development Charges Act* states, "the Treasurer of a municipality shall each year on or before such date as the council of the municipality may direct, give the council a financial statement relating to development charge by-laws and reserve funds established under section 33".

Council did by motion RCM 779/03 direct that the Development Charge (DC) financial statement be provided by June 30 of the year following.

The statement must include opening and closing balances, transactions and such information as is prescribed in the regulations.

In prior years, the statement was forwarded to the Ministry of Municipal Affairs and Housing (MMAH) on an annual basis; however, Section 43 (3) was amended in 2015 to require provision of the statement to the MMAH only if requested.

Another amendment to Section 43 is the requirement that the statement be made available to the public.

Comments

The development charge reserve fund balance as of December 31, 2019 is \$883,599 (2018 balance was \$800,797). This represents the amount of funds in specific DC reserve fund categories that have been collected through development charges and are available to fund growth related projects. (Attachment 1)

A number of growth-related projects have been undertaken in the last several years. The DC reserve funds for many of the DC reserve fund categories have been inadequate to fully fund these projects so it has been necessary to temporarily fund these works from other sources until DC fund revenue is collected.

The amounts remaining unfunded as of December 31, 2019 are presented below. Details are provided in Attachment 4 (Schedule "C").

DC Category	2019	2018	2017	2016
Roads	\$967,428	\$1,105,613	\$1,203,884	\$1,183,853
Wastewater	\$12,109,917	\$11,780,052	\$11,259,466	\$9,670,780
Watermain	\$901,304	\$968,283	\$1,038,985	\$393,091
Recreation	\$1,224,667	\$898,391	\$771,431	\$841,018
Studies	\$966,297	\$861,876	\$832,369	\$753,993
Total Unfunded	\$16,169,613	\$15,614,214	\$15,106,134	\$12,842,735

As additional development charge revenue is received, the Town has the opportunity to draw the above amounts from those particular reserve funds to repay the borrowed amounts.

Interim financing for the Roads, Recreation and Studies unfinanced components have been provided from reserves and taxation while Wastewater and Watermain unfinanced amounts have been provided from wastewater and water rates.

As amounts become available to repay the unfunded balances, these funds are used to repay the original source of funding or allocated to the Capital Infrastructure Reserve where the amount was funded by taxation. (RCM-287/09; FS Report 13/09).

Based on the current rate of development and projects being completed it is anticipated it will be a number of years before there are sufficient funds available in the DC reserve fund to repay unfunded balances.

Consultations

None

Financial Implications

The Town continues to experience shortfalls in DC revenues as compared to eligible expenditures. The Town funds the shortfall internally with the intention of repaying the funds as DC revenues are received.

Link to Strategic Priorities

Applicable	2019-22 Strategic Priorities
<input type="checkbox"/>	Make the Town of Tecumseh an even better place to live, work and invest through a shared vision for our residents and newcomers.
<input checked="" type="checkbox"/>	Ensure that Tecumseh's current and future growth is built upon the principles of sustainability and strategic decision-making.
<input type="checkbox"/>	Integrate the principles of health and wellness into all of Tecumseh's plans and priorities.
<input type="checkbox"/>	Steward the Town's "continuous improvement" approach to municipal service delivery to residents and businesses.
<input type="checkbox"/>	Demonstrate the Town's leadership role in the community by promoting good governance and community engagement, by bringing together organizations serving the Town and the region to pursue common goals.

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:

Marilu Zanet, CPA, CMA
Financial Analyst

Reviewed by:

Zora Visekruna, MBA
Deputy Treasurer & Tax Collector

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	Development Charge Reserve Fund Statement
2	Schedule "A" – Development Charge Related Capital Projects
3	Schedule "B" – Development Charge Related Studies
4	Schedule "C" – Unfunded Development Charge Amounts

Town of Tecumseh
Development Charge Reserve Fund Statement
For the Year Ended December 31, 2019

Attachment 1

	Fire	Police	Roads	Wastewater	Water	10 Year Services				Total
						Studies	Library	Outdoor Recreation	Indoor Recreation	
Balance as of December 31, 2018	\$ 269,844	\$ 45,366	\$ -	\$ -	\$ -	\$ (37,911)	\$ 74,517	\$ -	\$ 448,981	\$ 800,797
<u>Add:</u>	-	-	-	-	-	-	-	-	-	-
Development Charges Collected	\$ 18,939	\$ 8,190	\$ 161,367	\$ 222,890	\$ 82,312	\$ 42,856	\$ 3,581	\$ 36,389	\$ 35,383	\$ 611,908
Interest earned	\$ 5,644	\$ 949				\$ (793)	\$ 1,558		\$ 9,391	\$ 16,749
Repayment of Amts. Borrowed from Fund Incl. Interest	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub-Total	<u>\$ 24,583</u>	<u>\$ 9,139</u>	<u>\$ 161,367</u>	<u>\$ 222,890</u>	<u>\$ 82,312</u>	<u>\$ 42,063</u>	<u>\$ 5,140</u>	<u>\$ 36,389</u>	<u>\$ 44,774</u>	<u>\$ 628,656</u>
<u>Deduct:</u>										
Fund Capital Projects - Schedule "A"	\$ -	\$ -	\$ 161,367	\$ 222,890	\$ 82,312	\$ -	\$ -	\$ 36,389	\$ -	\$ 502,958
Fund Studies - Schedule "B"	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 42,896	\$ -	\$ -	\$ -	\$ 42,896
Amounts Refunded	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Loans to Other D.C. Categories for Interim Financing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Credits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub-Total	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 161,367</u>	<u>\$ 222,890</u>	<u>\$ 82,312</u>	<u>\$ 42,896</u>	<u>\$ -</u>	<u>\$ 36,389</u>	<u>\$ -</u>	<u>\$ 545,854</u>
Balance as of December 31, 2019	\$ 294,427	\$ 54,505	\$ -	\$ -	\$ -	\$ (38,744)	\$ 79,657	\$ -	\$ 493,755	\$ 883,599

Schedule "A"

Attachment 2

Town of Tecumseh
Development Charge
Related Capital Projects
For the Year Ended
December 31, 2019

Fund/Capital Project	Cost	Taxes/Rates/ Part XII	Grants/Other	DC Draw	Unfunded
Fire					
-	\$ -	\$ -	\$ -	\$ -	\$ -
Fire Total	\$ -	\$ -	\$ -	\$ -	\$ -
Police					
-	\$ -	\$ -	\$ -	\$ -	\$ -
Police Total	\$ -	\$ -	\$ -	\$ -	\$ -
Roads					
Prior Years Unfunded - Various Roads Projects	\$ -	\$ -	\$ -	\$ 161,367	\$ -
8th Con. Trunk Sanitary Sewer & Watermain Ph 1	\$ 99,405	\$ 77,223	\$ -	\$ -	\$ 22,182
Manning Road Reconstruction Ph 2	\$ 2,586	\$ 2,172	\$ -	\$ -	\$ 414
Manning Road Reconstruction Ph 3	\$ 3,664	\$ 3,078	\$ -	\$ -	\$ 586
Roads Total	\$ 105,655	\$ 82,473	\$ -	\$ 161,367	\$ 23,182
Wastewater					
Prior Years Unfunded - Various Wastewater Projects	\$ -	\$ -	\$ -	\$ 222,890	\$ -
8th Con. Trunk Sanitary Sewer & Watermain - Constructic	\$ 21,445	\$ 7,073	\$ -	\$ -	\$ 14,372
P&I Debt Payments	\$ 538,384	\$ -	\$ -	\$ -	\$ 538,384
Wastewater Total	\$ 559,829	\$ 7,073	\$ -	\$ 222,890	\$ 552,756
Water					
Prior Years Unfunded - North Talbot Trunk Project (2010)	\$ -	\$ -	\$ -	\$ 82,312	\$ -
8th Con. Trunk Sanitary Sewer & Watermain - Constructic	\$ 2,249	\$ 450	\$ -	\$ -	\$ 1,799
CR 42 Advanced Engineering	\$ 16,917	\$ 3,383	\$ -	\$ -	\$ 13,534
Water Total	\$ 19,166	\$ 3,833	\$ -	\$ 82,312	\$ 15,333
Outdoor Recreation					
Prior Years Unfunded - Various Outdoor Rec Projects	\$ -	\$ -	\$ -	\$ 36,389	\$ -
Lacasse Baseball Practice Infield	\$ 39,243	\$ 6,907	\$ -	\$ -	\$ 32,336
McAuliffe Park Washroom Upgrades	\$ 379,688	\$ 4,359	\$ 45,000	\$ -	\$ 330,329
Outdoor Recreation Total	\$ 418,931	\$ 11,266	\$ 45,000	\$ 36,389	\$ 362,665
Indoor Recreation					
-	\$ -	\$ -	\$ -	\$ -	\$ -
Indoor Recreation Total	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 1,103,581	\$ 104,645	\$ 45,000	\$ 502,958	\$ 953,936

**Town of Tecumseh
Development Charge Related Studies
For the Year Ended
December 31, 2019**

Studies	Fund	Cost	Taxes	Grants/Other	DC Draw	Unfunded
Roads Needs Study	Studies	\$ 59,810	\$ 49,822	\$ -	\$ 3,156	\$ 6,832
Water/Wastewater Master Plan	Studies	\$ 10,396	\$ -	\$ -	\$ -	\$ 10,396
Sanitary Sewer Model Update	Studies	\$ 161,284	\$ 145,156	\$ -	\$ -	\$ 16,128
Tecumseh Hamlet Secondary Plan	Studies	\$ 3,467	\$ 659	\$ -	\$ -	\$ 2,808
Development Charge Study	Studies	\$ 44,155	\$ 4,415	\$ -	\$ 39,740	\$ -
Tecumseh Drainage Master Plan	Studies	\$ 206,186	\$ 195,877	\$ -	\$ -	\$ 10,309
Oldcastle Drainage Master Plan	Studies	\$ 193,159	\$ 135,211	\$ -	\$ -	\$ 57,948
Total		\$ 678,457	\$ 531,140	\$ -	\$ 42,896	\$ 104,421

Schedule "C"

Attachment 4

Town of Tecumseh
 Unfunded Development Charge Amounts
 For the Year Ended
 December 31, 2019

Reserve Fund									
	Fire	Police	Roads	Wastewater	Watermain	Outdoor Recreation	Indoor Recreation	Studies	Total
Unfunded DC Balance at Dec. 31, 2018	\$ -	\$ -	\$ 1,105,613	\$ 11,780,052	\$ 968,283	\$ 898,391	\$ -	\$ 861,876	\$ 15,614,214
Amounts Funded Schedule "A"	\$ -	\$ -	\$ (161,367)	\$ (222,890)	\$ (82,312)	\$ (36,389)	\$ -	\$ -	\$ (502,958)
Amounts Unfunded Schedule "A"	\$ -	\$ -	\$ 23,182	\$ 552,756	\$ 15,333	\$ 362,665	\$ -	\$ -	\$ 953,936
Amounts Unfunded Schedule "B"	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 104,421	\$ 104,421
Net (Funded) Unfunded	\$ -	\$ -	\$ (138,185)	\$ 329,866	\$ (66,979)	\$ 326,276	\$ -	\$ 104,421	\$ 555,399
Subtotal	\$ -	\$ -	\$ 967,428	\$ 12,109,917	\$ 901,304	\$ 1,224,667	\$ -	\$ 966,297	\$ 16,169,613
Unfunded DC Balance at Dec. 31, 2019	\$ -	\$ -	\$ 967,428	\$ 12,109,917	\$ 901,304	\$ 1,224,667	\$ -	\$ 966,297	\$ 16,169,613
Change									\$ 555,399



The Corporation of the Town of Tecumseh

Information & Communication Services

To: Mayor and Members of Council

From: Shaun Fuerth, Director Information & Communication Services

Date to Council: November 10, 2020

Report Number: ICS-2020-03

Subject: Telus Corporate Purchasing Group Agreement

Recommendations

It is recommended:

That ICS-2020-03 entitled “Telus Corporate Purchasing Group Agreement” **be received;**

And that By-law No. 2020-69, being a by-law to authorize the Mayor and Director Information & Communication Services to execute the Telus Corporate Purchasing Group Agreement between The Corporation of the Town of Tecumseh and Telus Communication Company, **be approved.**

Background

In 2005, the Town of Tecumseh (Town) entered into an agreement with Telus Communication Company (Telus) as negotiated by WEDnet (Windsor Essex Development Network), for the provision of Telus cellular phones and corresponding rate plans. The Connecting Windsor-Essex (CWE formerly WEDnet) consortium has exercised the contract extension clause on behalf of local public sector agencies.

In 2008, 2011, 2014 and 2017 this agreement was amended so that the Town could benefit from additional volume rate plan pricing.

This agreement benefits many public and private organizations in Windsor and Essex County by allowing for discounted pricing on cellular phone and smart phone data/voice plans, software, and hardware.

Comments

The new agreement (Appendix I) outlines corporate pricing from which the Town will benefit.

Such benefits include:

- Maintain smart phone rates of \$45/month for base plan
- An increase from 3GB(gigabyte)/user/month of data to 5GB/user/month (pooled)
- Unlimited local calling
- Unlimited Canadian and U.S. texting
- 60 U.S. Shared Roam Minutes/user/month (pooled)
- An increase from 125MB/user/month for U.S. data to 200MB/user/month (pooled)
- Account pooling for voice minutes
- Limited annual early renewals (hardware upgrades)
- Employee Purchase Plan (EPP)
- 24 month upgrade eligibility on new three year term contract
- Bring Your Own Device (BYOD) rate plans allow for purchase of hardware elsewhere
- 911 fee included

Since entering into the original agreement (2005) and subsequent amending agreements, the Town has saved thousands of dollars in airtime discounts, hardware replacement discounts, and software acquisition.

Telus rate plans are not limited to smart phones but are also utilized in many departments for mobile internet for service vehicles, tablets for road/sidewalk patrols, and GPS units.

Consultations

Corporate Services & Clerk
Financial Services

Financial Implications

Upon analysis of the new rate plans being offered and the increase in account pooling based on the current usage patterns, the Town can expect to continue to save several thousand dollars per year over current consumer rate plans. In the new plans, additional financial benefits will be derived from:

1. Increase in monthly data allowance per user and pool (from 3GB to 5GB).
2. Continuation of U.S. rate plans that include discounts for voice, texting and data.
3. The use of BYOD plans results in substantially lower monthly costs.

The above noted savings will continue to be complemented by monthly airtime credits as per the Telus antenna lease agreement for equipment located on the Town's water tower.

As a member of Connecting Windsor-Essex, the Town will continue to benefit financially from these agreements and benefit from reduction in airtime costs and hardware costs.

Link to Strategic Priorities

Applicable	2019-22 Strategic Priorities
<input type="checkbox"/>	Make the Town of Tecumseh an even better place to live, work and invest through a shared vision for our residents and newcomers.
<input type="checkbox"/>	Ensure that Tecumseh's current and future growth is built upon the principles of sustainability and strategic decision-making.
<input type="checkbox"/>	Integrate the principles of health and wellness into all of Tecumseh's plans and priorities.
<input checked="" type="checkbox"/>	Steward the Town's "continuous improvement" approach to municipal service delivery to residents and businesses.
<input type="checkbox"/>	Demonstrate the Town's leadership role in the community by promoting good governance and community engagement, by bringing together organizations serving the Town and the region to pursue common goals.

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:

Shaun Fuerth, BCS
Director Information & Communication Services

Reviewed by:

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

Reviewed by:

Laura Moy, Dipl. M.M., CMMIII HR Professional
Director Corporate Services & Clerk

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1	Telus Enrollment Agreement for Corporate Purchasing Group

Enrollment Agreement for Corporate Purchasing Group - Wireless Services

A. Description of the Sharing Group

TELUS Communications Inc. ("TELUS") provides various wireless services to Connecting Windsor-Essex ("CWE"), as set forth in a Corporate Purchasing Group Agreement – Wireless Services entered as of June 22, 2017, as amended from time to time (the "Corporate Purchasing Group Agreement"), and CWE has requested that its members in good standing in Canada (the "Sharing Group") have access to the rates and terms for the wireless services. TELUS agrees to provide certain members of CWE an offer for the Services (as such term is defined in Section B of this Enrollment Agreement, as such term is defined below), subject to the terms and conditions of the Corporate Purchasing Group Agreement and this Enrollment Agreement.

The Enrollment Agreement is between TELUS and each member of CWE having executed a Section E – Solution Details (the "Enrollment Agreement").

The parties acknowledge and understand that the terms and conditions and rate plans in the Corporate Purchasing Group Agreement (collectively, the "Corporate Offering") have been made available to the Customer due to the buying power of CWE and its members as a corporate customer, and are not generally offered to consumers.

By executing this Enrollment Agreement, the Customer accepts the Corporate Offering and the terms and conditions negotiated by CWE on its behalf, and acknowledges that the Wireless Code attached to Telecom Regulatory Policy CRTC 2013-271 does not apply to the Enrollment Agreement or the Customer.

The Corporate Offering is offered to the Customer provided the following eligibility conditions are met:

- (a) The Customer must be a participating member in good standing of Connecting Windsor-Essex,
- (b) The parties must execute this Enrollment Agreement by signing a Section E – Solution Details,
- (c) The Services must be used by the Customer and cannot be resold, and
- (d) The Customer must comply with the terms and conditions in Tariff Item 410, Resale and Sharing of Services (CRTC 21461), as amended from time to time upon the approval of or as directed by the CRTC.

In addition, the Customer must have 16 or more Customer Devices (as such term is defined in Section B) active on the TELUS networks (the "Enrollment Agreement Minimum") at all times during the Agreement Term (as such term is defined in Section B). The Customer acknowledges and understands that the Agreement, including but not limited to the Enrollment Agreement Minimum, is subject to change or may be terminated by TELUS, if required in order to comply with any CRTC order, decision or regulatory policy. The Customer further acknowledges and agrees that if the Customer ceases to meet the Enrollment Agreement Minimum during the Agreement Term, whether as a result of failing to maintain the Enrollment Agreement Minimum or as a result of a change to the Enrollment Agreement Minimum threshold in order to comply with any CRTC order, decision or regulatory policy, this Enrollment Agreement may be terminated by TELUS or TELUS may revise the Corporate Offering.

B. General Terms and Conditions

1. Agreement Structure

This Enrollment Agreement is divided into sections, as follows.

- a. Section A, the Description of the Sharing Group, includes a description of the CWE Sharing Group.
- b. Section B, the General Terms and Conditions, includes the general rights and obligations of TELUS and the Customer relating to all of the Services and the Enrollment Agreement.
- c. Section C, the Service Terms and Conditions, includes commercial and service specific terms that apply to the Services and the Rate Plans for these Services.
- d. Section D, the Corporate Offering and Rate Plans, sets out specific Rate Plans that are available to the Customer, the charges for the Services in each Rate Plan, and any special terms and conditions agreed to by TELUS and the Customer.
- e. Section E, the Solution Details, includes specific Customer information, a list of specific Services that the Customer subscribes to and TELUS agrees to provide to the Customer, and the authorization of TELUS and the Customer.

If there is any conflict between the sections, they will take precedence in reverse order to the order listed, and all of these sections take precedence over any documents and web pages referred to in these sections.

2. Definitions

In this Enrollment Agreement:

- a. **"Affiliate"** means any entity controlling, controlled by or under common control with a party, where "control" means the ownership of at least 50% of the equity or beneficial interest of the party or that entity or the right to vote for or appoint a majority of the board of directors or other governing body of the party or that entity,
- b. **"Agreement Term"** is the term of this Enrollment Agreement specified in the Solution Details and further described in subsection 4 of this section,
- c. **"CRTC"** means the Canadian Radio-television and Telecommunications Commission,
- d. **"Customer"** is defined in the Solution Details,
- e. **"Customer Device"** is a wireless telecommunications device owned by the Customer or by a Customer User, and used with the Services, such as a wireless phone, smartphone, Mike® handset, subscriber identity module or "SIM", tablet, PC card or modem,
- f. **"Customer User"** is defined in subsection 7 of this section,
- g. **"Device Balance"** at the point a Customer Device is activated or replaced is the difference between the no-term cost of the device and the amount paid by the Customer for the device at the point of purchase, and decreases in equal monthly increments such that the Device Balance is \$0 at the end of the Device Term,
- h. **"Device Term"** is the period of time, which may extend beyond the Agreement Term, during which the Customer agrees to keep a Customer Device active on the TELUS networks and to pay a deactivation charge if the Customer Device is deactivated from the TELUS networks, and is further described in Section D,
- i. **"Effective Date"** is defined in subsection 4 of this section,
- j. **"Existing Customer Device"** means a Customer Device active on a TELUS network before the Effective Date.
- k. **"Member"** means a participating member in good standing of Connecting Windsor-Essex,
- l. **"Minimum Commitment"** is defined in subsection 6 of this section,
- m. **"Minimum Spend Commitment"** means the minimum amount of fixed monthly charges that must be incurred by a Customer Device as determined by the type of Rate Plan to which a Customer Device is subscribed, as more particularly described in subsection 2 of Section D,
- n. **"New Customer Device"** means a Customer Device activated on a TELUS network on or after the Effective Date and during the Agreement Term,
- o. **"No Term Device"** is defined in subsection 1.1.3 of section D,
- p. **"Rate Plan"** is a set of charges and features for one or more of the Services, including the fixed monthly charge for access to the Service or a feature of the Service, the service features included with the fixed monthly charge, the number of minutes and megabytes included with the fixed monthly charge, and any additional charges that may apply, and **"Add Ons"** are Rate Plans for specific service features that may be added to another Rate Plan,
- q. **"Service"** means any service listed in the Solution Details,
- r. **"Services"** means all of the Services listed in the Solution Details,
- s. **"TELUS"** means TELUS Communications Company,
- t. **"Upgrade"** is defined in subsection 1.2 of Section D,
- u. **"Wireless Data Service"** is a wireless communications service for the receipt and transmission of messages, data and other content and for Internet access, including uploading and downloading information and other content to and from the Internet,
- v. **"Wireless Voice Service"** is a wireless communications service for the receipt and transmission of voice calls and text messages, and
- w. **"Wireless Voice and Data Services"** refers to both Wireless Voice Service and Wireless Data Service.

Other capitalized words and expressions are defined elsewhere in this Enrollment Agreement.

3. Services

TELUS agrees to provide the Customer with the Services.

4. Scope and Agreement Term

This Enrollment Agreement is effective, and the Agreement Term starts, when the Enrollment Agreement is signed by both the Customer and TELUS (the **"Effective Date"**). This Enrollment Agreement remains in effect until the end of the Agreement Term and any extension or renewal, unless terminated earlier. This Enrollment Agreement applies to Services for all Customer Devices active on the TELUS networks before the Effective Date and all Customer Devices activated on the TELUS networks after the Effective Date and during the Agreement Term.

At the end of the Agreement Term, if the Customer has not signed a new agreement with TELUS for wireless communication services, TELUS will continue to provide the Services after the Agreement Term on the terms and conditions in this Enrollment Agreement, except that:

- a. the terms and conditions in Sections C and D relating to the activation of Customer Devices, Airtime Credits, TELUS Investments, or the purchase or upgrade of any devices, including any rates, charges and prices for any new activations, device purchases or upgrades, do not apply,
- b. TELUS may change any of the charges for the Services and any other terms and conditions of this Enrollment Agreement by giving 30 days' advance notice to the Customer,
- c. either TELUS or the Customer may terminate any Service by giving 30 days advance notice to the other, and
- d. if any Customer Device has a Device Term that extends beyond the Agreement Term, subsection 1.1 of Section C continues to apply to that Customer Device until the end of the Device Term despite subparagraph (b) above and without being subject to TELUS' rights regarding the Minimum Commitment, and TELUS shall not terminate the Services for that Customer Device under subparagraph (c) above until after the Device Term.

This Enrollment Agreement does not apply to the sale of any Customer Device, except to the limited extent that certain pricing terms included in this Enrollment Agreement may be made available to the Customer if the Customer does purchase devices from TELUS or an authorized TELUS dealer during the Agreement Term.

5. Charges and Payment

Each month, TELUS will bill the Customer for, and the Customer shall pay, the charges for the Services as specified in this Enrollment Agreement and in the Rate Plan(s) selected by the Customer for each Customer Device, and all government charges and applicable taxes relating to the Services. The billed amount is payable in full, without deduction or set off, by the due date shown on the bill. The Customer shall pay a late payment charge of 3% per month (compounded to 42.58% per year), calculated from the billing date, on any amounts not received by TELUS by the due date shown on the bill. TELUS may change the late payment charge at any time by giving 30 days' advance notice to the Customer.

If not disputed by the Customer within 60 days of the date of the bill, all of the charges or other amounts in a bill will be deemed to be correct.

6. Minimum Commitment

The charges for the Services are based on the Minimum Commitment specified in the Solution Details. The "**Minimum Commitment**" is the number of Customer Devices that must be activated on the TELUS networks by the Commitment Date, and that must remain active on the TELUS networks during the Agreement Term. Only Customer Devices with a Rate Plan listed in Section D count towards the Minimum Commitment. Customer Devices on Vacation Disconnect do not count towards the Minimum Commitment.

If the number of Customer Devices active on the TELUS networks is less than 80% of the Minimum Commitment on or any time after the Commitment Date, TELUS may apply an additional monthly charge of \$2.00 to each Customer Device, on 30 days' advance notice to the Customer.

7. Customer's Users, Affiliates and Representatives

The Services may be used by the directors, officers, employees and contractors of the Customer (the "**Customer's Users**", and individually, a "**Customer User**"). The Customer shall not, without TELUS' advance written consent:

- a. permit persons other than a Customer User to use the Services or activate Services under this Enrollment Agreement,
- b. permit anyone to activate Services under this Enrollment Agreement for devices other than Customer Devices,
- c. resell the Services to or share the Services with any other persons,
- d. provide Internet access or any other feature of the Services to any other persons,
- e. receive a charge or benefit for the use of the Services, or
- f. use the Services for anything other than the Customer's own business use.

Only the Customer representatives listed in a notice from the Customer to TELUS are authorized to activate Services for Customer Devices under this Enrollment Agreement and give instructions to TELUS regarding Services provided to the Customer's Users, including changes to Rate Plans and features, but if the Customer does not give such a notice to TELUS, TELUS may rely on the apparent authority of the Customer's Users to activate Services for Customer Devices under this Enrollment Agreement and give TELUS instructions with respect to their own use of the Services.

8. Use of the Services

The Customer shall use the Services:

- a. in compliance with law, and
- b. in compliance with TELUS' Acceptable Use Policy, published at [telus.com/aup](https://www.telus.com/aup), and with any other policies or rules published by TELUS or directions communicated to the Customer by TELUS.

The Customer shall not:

- a. use the Services for continuous data transmission or broadcasts, automatic data feeds or automated machine to machine connections, or for any other application or purpose that uses excessive network capacity or may otherwise adversely impact other users of TELUS' networks or services,
- b. use the Services to send any message, data or other content that is illegal, defamatory, or violates the rights of other persons,
- c. engage in any activity that could compromise the security of or disrupt or interfere with the Services, any network or computers on the Internet, or that could interfere with the services of any Internet access provider, or copy or change any signalling, identification or transmission function or component of the Services or any Customer Device or equipment used with the Services, including the MIN, ESN, APN, IMEI, IMSI, MSISDN, domain name and other numbers or authentication information, or permit anyone other than an authorized TELUS representative to do so.

9. Other Customer Responsibilities

The Customer is responsible and will be liable to TELUS for:

- a. all access to and use of the Services, including use that breaches this Enrollment Agreement, by any person through the Customer Devices or any other device if the Customer has permitted Services for that device to be activated under this Enrollment Agreement, even if the use is not authorized by the Customer,
- b. all charges for the use of the Services arising from a lost or stolen Customer Device up to the time that the loss or theft is reported to TELUS customer service, and
- c. all loss and liability incurred by TELUS resulting from any claim made against TELUS in connection with the Customer's Devices or access to or use of the Services described in subparagraphs (a) or (b).

The Customer is responsible for any online purchases from another entity made using the Services through the Customer Devices and charged to the Customer's account. TELUS only provides billing services and a means of payment to other entities for online purchases, and TELUS will not be responsible for the product or service provided.

The Customer is responsible for the selection, supply, installation, configuration, maintenance, and security of all Customer Devices, applications, software, data, and services necessary for use or used in conjunction with the Services, including any maintenance and software updates necessary to meet TELUS standards that may apply in order to access and use the Services. TELUS may, at its discretion, change such standards from time to time. The Customer shall only use Customer Devices that are compatible with the Services.

10. Service Limitations and Exclusion of Warranties

Wireless telecommunications are delivered by radio waves and are subject to factors that cannot reasonably be controlled, including environmental conditions, network capacity and equipment limitations, and emergency and public safety requirements. TELUS does not guarantee timely, secure, error-free or uninterrupted Services or receipt of messages, data or content sent through TELUS' networks, the networks of other companies, or the Internet. The Services are provided on an "as is" and "as available" basis. Warranties, representations, and conditions do not apply to the Services and are excluded, to the extent permitted by law.

To maintain or improve the Services or for other business reasons, TELUS may make changes to TELUS' networks and other facilities, and may suspend, restrict, or modify the Services without notice to the Customer. TELUS may terminate a Service, or any part of a Service using unique network facilities or infrastructure, by giving at least six months' advance notice to the Customer if:

- a. TELUS is ceasing to operate the network facilities or infrastructure used to provide the Service or part of a Service, or
- b. TELUS is ceasing to provide the same service generally to its customers.

If TELUS terminates a Service or any part of a Service under this subsection and does not make an alternate service with substantially similar functionality available to the Customer on terms that include a promotional incentive to use the alternate service, the Customer will not be required to pay any deactivation, cancellation, or termination charges or any amounts for credit and investment returns as a result of the termination of the Service or any part of it, despite any other provision of this Enrollment Agreement.

11. Numbers

Subject to the Customer's right to port a number to another carrier, the Customer does not own or have any property rights in any phone number, IP address, domain name, e-mail address or any other identifier assigned to the Customer for use with the Services, TELUS may change any such identifiers, without liability, by giving advance notice to the Customer.

12. Coverage Areas and Roaming

The Services are provided within TELUS' coverage areas, which include most populated areas in Canada. Outside of Canada, TELUS provides access to roaming service provided by other service providers. TELUS' coverage areas and roaming coverage areas depend on the availability of network facilities and may change from time to time without notice.

When a Customer User or any person using a Customer Device is roaming outside of Canada, the Customer is responsible for all applicable roaming charges, and is subject to the terms and conditions of service (including limitations of liability) imposed by the service provider providing the roaming services. U.S roaming charges and international roaming Packages are in Section D. Other international roaming charges in effect from time to time are published at telusmobility.com. The Customer is not responsible for roaming charges that are not billed within 180 days from the date the roaming charges were incurred.

13. Monitoring and Network Management

TELUS has the right, but not the obligation, to monitor or log any TELUS Internet site or use of the Services when required by law or by a court or other lawful authority, or when necessary to enhance operating efficiencies and to protect TELUS and its customers from spam, malicious content and other unlawful activity. TELUS has the right to remove or block access to any Internet capability or data available or transmitted through the Services that TELUS, at its discretion, determines to be in breach of this Enrollment Agreement.

TELUS monitors its networks to keep them running continuously. However, TELUS may temporarily suspend or restrict the Services to maintain, restore or repair a TELUS network. Also, to ensure fair network access to all users, TELUS may manage network resources using methods including:

- a. allocating bandwidth, which may limit the availability or speed of data service,
- b. filtering for spam and malicious content, which may occasionally result in unintended blocking of inoffensive content, and
- c. restricting the network access available to specific transmission protocols.

A description of TELUS' network management practices is available at mobility.telus.com/optimization.

14. Limitation of TELUS' Liability

TELUS is not responsible for and will not be liable to the Customer for:

- a. libel, slander, defamation or the infringement of copyright arising from material or messages transmitted from the Customer's property or premises or recorded by the Customer Devices or other equipment or TELUS' equipment;
- b. damages arising from any act, default, omission, or negligence of the Customer, the Customer's Users or any other person in relation to the use or operation of Customer Devices or equipment provided by TELUS,
- c. damages arising from the transmission of material or messages over TELUS' networks on behalf of the Customer or the Customer's Users, which is in any way unlawful,
- d. any act, omission or negligence of other entities or communications systems in relation to the provision of the Services, when the facilities of such other entities or communications systems are used to establish connections to or from facilities and equipment controlled by the Customer, or
- e. in relation to content, applications, products, or services provided by other persons or entities accessed or used by the Customer or the Customer's Users when using the Services.

TELUS will not be liable to the Customer for any loss of profits or business, failure to realize expected savings, loss of or damage to messages, data or content, loss of good will or reputation, or for any consequential or indirect damages, arising from or relating to the Services or this Enrollment Agreement. This exclusion applies even if TELUS could reasonably foresee or has been advised of the possibility of such losses, failure, or damages. Except as provided below with respect to the provision of emergency services on a mandatory basis, TELUS' entire liability for all claims arising from or relating to the Services or this Enrollment Agreement is limited to an amount equal to one month of charges paid by the Customer, calculated as an average over the three month period immediately preceding the first event that gave rise to any claim by the Customer against TELUS arising from or relating to the Services or this Enrollment Agreement.

TELUS' liability for negligence relating to the provision of emergency services on a mandatory basis, except in cases where negligence on the part of TELUS results in physical injury, death or damage to the Customer's property or premises, is limited to the greater of twenty dollars and three times the amount the Customer would otherwise be entitled to receive as a refund for the provision of defective Services under this Enrollment Agreement.

The exclusions and limitations of liability in this subsection:

- a. apply whether the claims were made in contract, tort (including negligence), statute, or otherwise,
- b. extend to the benefit of third party providers of audio or audiovisual programming services delivered to a Customer Device through the Services, and

- c. do not apply in cases of deliberate fault, gross negligence, anti-competitive conduct, or breach of contract resulting from gross negligence, on the part of TELUS in the provision of mandatory emergency service to the Customer.

15. Deactivation and Termination

TELUS may restrict or suspend some or all of the Services, or terminate this Enrollment Agreement and deactivate all of the Customer Devices from the TELUS networks, by giving notice to the Customer, if the Customer:

- a. breaches any provision of this Enrollment Agreement and does not remedy the breach within 10 days after receiving notice of the breach, or
- b. has a receiver or trustee in bankruptcy appointed for it, is the subject of bankruptcy, receivership, or liquidation proceedings that continue for 30 days, makes an assignment or takes other action for the benefit of its creditors, or is wound up or dissolved.

If Services are restricted or suspended and the reason for the restriction or suspension continues for 30 days from the date notice of the restriction or suspension was given to the Customer, TELUS may terminate this Enrollment Agreement and deactivate all of the Customer Devices from the TELUS networks, by giving notice to the Customer.

On the deactivation of any Customer Device before the end of the Device Term for any reason, including a request by the Customer to port a number to another carrier, or on any termination of the Enrollment Agreement before the end of the Agreement Term, the Customer shall pay TELUS (notwithstanding Article 2129 of the Civil Code of Quebec if Customer is subject to the laws of the province of Quebec):

- a. all outstanding charges for the Services up to the termination or deactivation date (including all the charges for the full billing cycle during which the termination or the deactivation occurs), and
- b. all deactivation, cancellation, and termination charges and all amounts payable for credit and investment returns in Sections C and D

Deactivation, cancellation, and termination charges and credit and investment returns are liquidated damages. The Customer acknowledges that such charges and amounts are a pre-estimate of the damages TELUS will sustain as a result of the early deactivation of the Customer Device, and are not a penalty.

16. Confidentiality of Customer Information

In relation to all telecommunications services provided by TELUS, unless the Customer provides express consent or disclosure is pursuant to a legal power, all information kept by TELUS regarding the Customer, other than the Customer's name, address and listed telephone number, is confidential and may not be disclosed by TELUS to anyone other than:

- a. the Customer or a person who in the reasonable judgement of TELUS is seeking the information as an agent of the Customer,
- b. another telecommunications company provided the information is required for the efficient and cost-effective provision of telecommunications service and the disclosure is made on a confidential basis with the information to be used only for that purpose,
- c. a company involved in supplying the Customer with telecommunications or telephone directory related services, provided the information is required for that purpose and disclosure is made on a confidential basis with the information to be used only for that purpose,
- d. an agent retained by TELUS to evaluate the Customer's credit or collect the Customer's account, provided the information is required for and is to be used only for that purpose,
- e. a public authority or agent of a public authority, if in the reasonable judgement of TELUS it appears that there is imminent danger to life or property which could be avoided or minimized by disclosure of the information,
- f. a public authority or agent of a public authority, for emergency public alerting purposes, if a public authority has determined that there is an imminent or unfolding danger that threatens the life, health or security of an individual and that the danger could be avoided or minimized by disclosure of information,
- g. an Affiliate involved in supplying the Customer with telecommunications and/or broadcasting services, provided the information is required for that purpose and disclosure is made on a confidential basis with the information to be used only for that purpose, or
- h. a law enforcement agency if TELUS reasonably believes that the Customer or anyone using a Customer Device is engaged in fraudulent or unlawful activities against TELUS.

Express consent may be taken to be given by the Customer where the Customer provides: written consent; oral confirmation verified by an independent third party; electronic confirmation through the use of a toll-free number; electronic confirmation via the Internet; oral consent where an audio recording of the consent is retained by TELUS; or consent through other methods, as long as an objective documented record of the Customer consent is created by the Customer or by an independent third party.

The Customer consents to:

- a. the exchange of credit information with credit agencies and with TELUS Affiliates, including disclosure of information about the Customer's payment history with TELUS and obtaining information about the Customer's credit history,

- b. the presentation of its caller identification information when using the Services,
- c. the disclosure of Customer information to persons providing services to TELUS, for the purpose of providing the Services to the Customer, and
- d. the exchange of account and usage information with TELUS Affiliates or dealers, for the purpose of providing the Services to the Customer or offering related products and services to the Customer

17. Confidentiality of TELUS Information

This Enrollment Agreement, all information provided by TELUS to the Customer in connection with the Services or this Enrollment Agreement, including communications between the Customer and TELUS in connection with the negotiation of this Enrollment Agreement, the charges for the Services, and all bills sent to the Customer are confidential information of TELUS. The Customer shall not disclose any TELUS confidential information to any person other than the directors, officers, and employees of the Customer without the advance written consent of TELUS and without obtaining legally binding commitments from the person receiving the information restricting any further disclosure and protecting the confidentiality of the information. The Customer shall only use TELUS confidential information to exercise its rights or perform its obligations under this Enrollment Agreement.

The obligations in this subsection do not apply to information required to be disclosed by law or by a court or other lawful authority, provided that the Customer promptly notifies TELUS of the requirement to disclose and cooperates with TELUS to limit or avoid such disclosure by any lawful means.

The obligations in this subsection will survive the expiration or termination of this Enrollment Agreement for a period of three years.

18. Mediation and Arbitration

TELUS and the Customer shall use mediation and arbitration to resolve disputes between them arising from or relating to the Services or this Enrollment Agreement, including disputes arising from or relating to any Customer Device, sales materials or advertising relating to a Customer Device or the Services or relationships with other persons arising through use of the Service, whether the dispute is based in contract, tort (including negligence), statute, or otherwise. If the business representatives of the parties have not been able to resolve any such dispute, in order to proceed with the dispute a party must submit the dispute to private and confidential mediation before a single mediator. If the dispute is not resolved after mediation, in order to proceed with the dispute a party must submit the dispute to private and confidential arbitration before a single arbitrator. Mediation and any arbitration will take place in the city and province in the Customer's billing address in the Solution Details under the rules of the ADR Institute of Canada, including its rules as to initiation and submission of a dispute to mediation and arbitration, appointment of the mediator and any arbitrator, and responsibility for the fees and expenses arising from or relating to mediation and arbitration.

An arbitration decision will be final and binding on the parties, and the parties will have no rights of appeal. The decision may be enforced by court proceedings.

This subsection does not apply to the collection of any amounts owing to TELUS or any injunction application, except that in the case of an injunction application, the parties shall use mediation and arbitration to resolve the dispute that led to the application. The Customer waives any right it may have to start or participate in, and agrees to opt out of, any class action against TELUS arising from or relating to the Services or this Enrollment Agreement. Nothing in this subsection restricts or intends to restrict the rights or powers of any administrative authority with jurisdiction over TELUS or the Services.

19. General

Interpretation. The headings in this Enrollment Agreement do not affect the interpretation of any provision of this Enrollment Agreement. All dollar amounts in this Enrollment Agreement refer to Canadian currency. The words "including" and "includes" mean "including without limitation" and "includes without limitation".

Assignment. The Customer shall not assign this Enrollment Agreement or any part of it without the advance written consent of TELUS. TELUS may withhold its consent to a proposed assignment by the Customer to a person who is in the business of providing information, communications or technology products or services, including telecommunications or telecommunications-related products or services. TELUS may assign or subcontract all or any part of its rights and obligations under this Enrollment Agreement or the Services without notice to or consent of the Customer. This Enrollment Agreement enures to the benefit of and binds the successors and permitted assigns of TELUS and the Customer.

Relationship. This Enrollment Agreement does not create or imply any agency, partnership, or other joint relationship between the parties, and does not authorize either party to bind or obligate the other in any way.

Force Majeure. TELUS is not responsible for the performance of, or in default of, any obligation or provision of this Agreement if delayed, hindered or prevented by labour disruptions, failure of the networks of other companies, casualties, civil disturbances, law, order of a court or other lawful authority, acts of civil or military authorities, terrorism, accidents, fires, epidemics, natural disasters, or other catastrophes or events beyond TELUS' reasonable control.

Severability. If any part of this Enrollment Agreement is void, prohibited or unenforceable, this Enrollment Agreement is to be construed as if that part had never been part of the Enrollment Agreement.

No Waiver. The failure of the Customer or TELUS to exercise any right under this Enrollment Agreement, or to insist upon strict or full performance of the obligations under this Enrollment Agreement, does not constitute a waiver or relinquishment of any provision of this Enrollment Agreement. To bind a party, any such waiver must be express and in writing signed by that party. The rights of the parties under this Enrollment Agreement are cumulative and not alternative.

Survival. Provisions of this Enrollment Agreement that expressly or by their nature extend beyond the termination of this Enrollment Agreement survive any termination of this Enrollment Agreement.

Law. If any provision of this Enrollment Agreement is prohibited by or contravenes any CRTC order or decision, that provision applies only to the extent permitted by the order or decision. TELUS may change any terms and conditions of this Enrollment Agreement, by giving 30 days advance notice to the Customer, to comply with any CRTC order or decision or when otherwise required by law or by a court or other lawful authority. TELUS and the Customer shall comply with all laws applicable to the exercise of their rights and performance of their obligations under this Enrollment Agreement. This Enrollment Agreement is subject to and is to be interpreted in accordance with the federal law of Canada and the laws of the province in the Customer's billing address in the Solution Details, without regard to that province's choice of law rules. Venue and jurisdiction will be in that province.

Notices. Unless explicitly provided otherwise in this Enrollment Agreement, to be effective, notices under this Enrollment Agreement and notices of and requests for mediation and arbitration must be given in writing to the other party's notice address by commercial courier with proof of delivery, fax, personal delivery, email or registered mail. The Customer's notice address, email and fax number are its billing address and fax number in the Solution Details. TELUS' notice address and fax number for any notice of or request for mediation or arbitration is 3777 Kingsway, 5th Floor, Burnaby B.C. V5H 3Z7, 604 – 435 – 5650, and for all other notices is 25 York Street, 24th Floor, Toronto ON M5J 2V5, Attention: Manager, Wireless Offer House, TELUS Business Solutions. Notices and requests delivered personally, by email, or by commercial courier or fax will be deemed to have been received on the day of delivery. Notices and requests sent by registered mail will be deemed to have been received four days (excluding Saturdays, Sundays and statutory holidays) after the date of mailing.

Entire Agreement. Any terms and conditions in a purchase order or other similar document issued by the Customer in relation to any Services that are different from or in addition to those in this Enrollment Agreement do not bind and are rejected by TELUS. This Enrollment Agreement forms the entire agreement between the Customer and TELUS, and supersedes all written and oral communications and agreements between them, concerning the Services made before this Enrollment Agreement came into effect. Changes to this Enrollment Agreement must be agreed to in writing and signed by parties to be effective, except as stated elsewhere in this Enrollment Agreement.

Language. The parties acknowledge that they have expressly required that the present contract and all related documents be drafted in the English language. Les parties reconnaissent avoir expressément exigé que le présent contrat et tous les documents connexes soient rédigés en langue anglaise.

C. Service Terms and Conditions

1. Wireless Voice and Data Services

The Service Terms and Conditions in this subsection apply to the Wireless Voice and Data Services provided to the Customer.

1.1 Rate Plans

The Customer shall subscribe to a Rate Plan in Section D, and may subscribe to additional optional Rate Plans, for each Customer Device active on the TELUS networks. TELUS Rate Plans are designed for Wireless Voice Service ("**Voice Plans**"), for Wireless Data Service ("**Data Plans**"), or for Wireless Voice and Data Services ("**Voice and Data Plans**"). If the Rate Plan or Rate Plans subscribed to do not include a service or feature for which a Customer Device is actually used, the Customer shall pay for the use of the service or feature at TELUS' standard pay-per-use charges in effect at the time of use. The Customer shall, during the Device Term, subscribe to a Voice and Data Plan for each Customer Device that is a smartphone.

Unless stated otherwise in Section D, the Customer may subscribe to the Rate Plans in this Enrollment Agreement as of the Effective Date. The Customer must request that the Rate Plans applicable to each Existing Customer Device be changed to a Rate Plan in Section D by the Commitment Date for those devices to be counted towards the Minimum Commitment. After receiving a written request from Customer, TELUS will migrate the Customer's devices to the new Rate Plans. The length of time required to complete the migration will depend on the number of devices changing rate plans.

Subject to TELUS' rights regarding the Minimum Commitment in subsection 6 of Section B, during the Agreement Term and during the Device Term applicable to each Customer Device, TELUS shall not change the basic monthly charge in any Rate Plan (including any Add on or Package) or the number of minutes, amount of data, or features included in the basic monthly charge. TELUS may change other charges, apply additional charges, or do both provided that:

- a. TELUS communicates the change or additional charge to the Customer at least 30 days in advance by email to the Customer's email address in the Solution Details, by a message on a bill sent to the Customer, or by other written communication sent to the Customer's billing address, and
- b. the change or additional charge applies generally to TELUS corporate customers using the same service.

The basic monthly charge in a Rate Plan is the fixed monthly charge that provides access to the Service, and in an Add-on or Package is the fixed monthly charge that provides access to the feature. The basic monthly charge does not include additional charges in a Rate Plan for any features not included in the basic monthly charge, any E911 charges, any SAF (if applicable), any taxes, government charges, or any other charges.

TELUS offers Enhanced 911 with the Wireless Voice Service. See details at <http://www.telus.com/e911>. A monthly Enhanced 911 access charge ("**E911 charge**") will apply to a Customer Device if specified in Section D for the Rate Plan subscribed to for that Customer Device. The amount of the E911 charge, as at the Effective Date, is specified in Section D, but the amount of the E911 charge may change without notice to the Customer. Additional 911 access charges will apply to Customer Devices billed in provinces with legislation imposing 911 access charges and requiring TELUS to collect the charges on behalf of the provincial government.

1.2 Charges on Deactivation

The deactivation charge payable for each Customer Device deactivated before the end of the associated Device Term is equal to the sum of: (i) the outstanding Device Balance; (ii) the charge payable by the Customer for return of any Airtime Credit as described in Section D plus (iii) a charge of \$100.

1.3 Account Management Portal

TELUS may provide the Customer with tools, through a web-based portal, to assist the Customer with managing its account with TELUS and the use of the Services. The Customer shall maintain the confidentiality of all log-in names and passwords used to access the Customer's account through this portal and is responsible for all use of the portal by anyone using those log-in names and passwords. TELUS may, at its discretion and without any liability, change or delete any part of the portal or the tools available through it, or suspend or revoke the Customer's access to the portal to prevent any improper use of or unauthorized access to the portal.

1.4 Changes

During the Agreement Term and any Device Term, the Customer may change the Rate Plan applicable to a Customer Device as long as the fixed monthly charge of the new Rate Plan is equal to or greater than the applicable Minimum Spend Commitment.

The Customer may change the Rate Plan applicable to a Customer Device to a Rate Plan with a fixed monthly charge lower than the applicable Minimum Spend Commitment, as long as the Customer pays TELUS: (i) the outstanding Device Balance at the time of the change and (ii) the charge payable by the Customer for return of any Airtime Credit as described in Section D, as if such Customer Device has been deactivated before the end of the associated Device Term at the time of the change.

If a Customer changes a Rate Plan or makes any other changes to the Services that are not documented by TELUS in an amendment to this Enrollment Agreement at the time of the change, the Customer's use of the Services after such changes are made shall be governed by this Enrollment Agreement. Payment by the Customer of the charges billed after such changes are made shall constitute the Customer's acceptance of any change to the charges resulting from such changes.

1.5 TELUS Wi-Fi Service

Wireless Data Service include access to TELUS Wi-Fi service, which provides wi-fi Internet access through TELUS' wireless network access points at various locations. The terms and conditions in this Enrollment Agreement apply to use of the TELUS Wi-Fi service by any Customer User, and take precedence over any other service terms that may apply to the use of the TELUS Wi-Fi service, in the event of any conflict.

1.6 Customer Responsibility for Data

The Customer is solely responsible for all information, data, software or other material or content transmitted, stored or received by the Customer using the Services ("**Customer's Content**"). TELUS exercises no control whatsoever over the content, accuracy or quality of any Customer's Content. TELUS is not responsible for detecting errors or anomalies or for recreating or re-transmitting data.

2. Tracking Service

The Service Terms and Conditions in this subsection apply to the Tracking Service provided to the Customer.

2.1 General Service Description

Tracking Service provide the Customer with specialized hardware, software, services and support (the "**Tracking Solution**") used in conjunction with Wireless Data Service to enable the Customer to track, locate, dispatch or alert the Customer's workers, vehicles, or other

assets. Specific features of the Tracking Solution provided to the Customer are set out in Section D, Corporate Rate Plans. The Tracking Solution is developed, manufactured and supported by TELUS' suppliers, and use of the Tracking Solution by the Customer is deemed to be acceptance of the supplier's terms and conditions of use or software license or both.

2.2 Charges

The Rate Plan selected by the Customer for the Tracking Service includes charges for the Tracking Solution and for the Wireless Data Service used in conjunction with the Tracking Solution. Additional one-time charges for installation of the Tracking Solution may apply.

2.3 Exclusion

TELUS makes no warranties, representations or conditions of any nature relating to the Tracking Service.

3. TELUS Hybrid IQ Service

The Service Terms and Conditions in this subsection apply to the TELUS Hybrid IQ Service provided to the Customer.

3.1 Description of the TELUS Hybrid IQ Service

The TELUS Hybrid IQ Service is a hosted platform that may be used by the Customer solely for the management of the Customer's mobility services. The TELUS Hybrid IQ Service includes the following platform applications ("**Platform Apps**"): account control, usage visibility on-demand and analytics reports. Portions of the TELUS Hybrid IQ Service are provided to TELUS by its third party vendor, Jasper Technologies LLC ("**Jasper**"), which is a subsidiary of Cisco Systems, Inc. The Platform Apps may be renamed, consolidated or updated from time to time at the discretion of Jasper and/or TELUS and without notice, and the Platform Apps' features are subject to Jasper's and/or TELUS' specifications and documentation, which may also be updated from time to time at their discretion and without notice.

The Customer shall only have access to the "**Manage**" portion of TELUS IQ, i.e., the Services, Assets, Employees, Automation, Analytics and Accounts functions. The Customer will not have access to the following portions of TELUS IQ through the TELUS Hybrid IQ Service:

- (a) The "**Buy**" portion;
- (b) The "**Device Order**" report and "**Accessory Order**" report in the "Analytics" tab; and
- (c) Non-subsidized or BYOD Customer Devices will not be listed in the "Assets" tab if the IMEI (International Mobile Equipment Identity) was not uploaded.

All procurement of Customer Devices and device-related services, such as activation, renewal and device management (repair, warranty, spare pool management, etc.), shall (continue to) be provided to the Customer by TELUS or an authorized TELUS dealer.

3.2 Customer Responsibilities

To subscribe to, and take advantage of, the Corporate Offering and Rate Plans in Section D hereof, the Customer must use the TELUS Hybrid IQ Service to manage Customer Devices.

As a condition to accessing and using the TELUS Hybrid IQ Service, the Customer covenants that it will:

- a. if and to the extent required, obtain the consent of each Customer User prior to porting such Customer User's phone number(s) to TELUS, and upon TELUS' request, it will also provide confirmation to TELUS that it has obtained such consent(s);
- b. provide, at the Customer's sole cost and expense, all workstations, data services and network connectivity required for the Customer to access and use the TELUS Hybrid IQ Service with the Customer's own devices and applications;
- c. comply with any and all security, registration, access and use requirements imposed by TELUS or Jasper;
- d. prevent unauthorized access to, or use of, the TELUS Hybrid IQ Service, and notify TELUS immediately of any unauthorized access or use of which the Customer becomes aware;
- e. provide technical support to its Customer Users; and
- f. comply with all applicable laws when using the TELUS Hybrid IQ Service.

3.3 Usage Guidelines

Customer will comply with, and will ensure that its Customer Users comply with, the Usage Guidelines published at <http://business.telus.com/en/business/mobile-management>, as the same may be amended by TELUS or Jasper from time to time (the "**Usage Guidelines**"). TELUS may suspend the provision of the TELUS Hybrid IQ Service in the event of an actual, threatened or suspected violation of the Usage Guidelines by the Customer or a Customer User, and TELUS shall give the Customer notice of such suspension as soon as reasonably practical (except in the case of an emergency).

3.4 Customer Information

The Customer consents to, and shall obtain any and all necessary consents from its Customer Users to, TELUS' disclosure to Jasper and Jasper's agents of certain information about the Customer and the Customer Users for the purposes of providing the TELUS Hybrid IQ Service, including, without limitation, the Customer's name, address, business account number ("**BAN**") and invoice file, the Customer administrator's name and email, and the Customer's Users' phone numbers, rate plans, features and respective usage.

3.5 Exclusions of Warranties

The Customer acknowledges that portions of the TELUS Hybrid IQ Service are provided by Jasper, a third party provider. The TELUS Hybrid IQ Service is not guaranteed or warranted as uninterrupted or error free, and it may be temporarily unavailable for maintenance or causes beyond TELUS' or Jasper's control.

TELUS reserves the right to terminate the TELUS Hybrid IQ Service at its discretion at any time during the Agreement Term, provided that it provides the Customer with an alternative solution to the TELUS Hybrid IQ Service.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, TELUS MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. TELUS HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

4. ESChat Service

The Service Terms and Conditions in this subsection apply to the ESChat Service provided by TELUS to the Customer.

4.1 Definitions

"End User Data" means any data related to Customer's Users available in connection with the ESChat Service whether personally identifiable to such Customer User or not, regardless of type, amount or nature of information or the means by which it is obtained.

"ESChat Provider" means TELUS or a third-party provider of the ESChat Service.

4.2 Service Description

ESChat service is a push-to-talk «SaaS» solution that includes AES-256 encrypted «push to talk» (PTT) voice and multimedia (text and image) messaging (the **"ESChat Service"**). ESChat Service also provides live and historical (bread crumb) tracking and mapping

ESChat Service allows Customer Users to communicate on a 1:1 ad hoc and group basis. ESChat provides distinct talk group types customized to fill a particular mission. Talk groups range from the basic «Nextel» type group, to, without limitation, groups for surveillance, command, dispatch, unicast, emergency broadcast.

The Customer will manage the ESChat Service using a web based administrative portal (WBAP). All WBAP configurations will be sent to the ESChat Service Customer Devices over the air (OTA). The ESChat Service includes an application for: i) Android smartphones and tablets; ii) iPhone, iPad and iPod devices; and iii) personal computers running Microsoft Windows 7, Windows 8 or Windows 10.

TELUS reserves the right to change the ESChat Service's functionality and/or third party provider at its discretion at any time during the Agreement Term. The Customer acknowledges that any change in the third party provider may also result in modification of the ESChat Service.

4.3 TELUS Responsibilities

TELUS is responsible for the following activities related to the implementation of the ESChat Service:

- a. Setup Customer account on ESChat portal;
- b. Purchase licenses on behalf of the Customer;
- c. Initial setup of talk groups as per Customer specifications;
- d. Provision, stage and kit Customer Devices (when applicable); and
- e. Ship Customer Devices to Customer (when applicable).

4.4 Support

TELUS will provide support via email and/or telephone to the ESChat account administrator(s) designated by the Customer. TELUS will not provide Customer Users support for the ESChat Service.

TELUS will provide troubleshooting support to a designated Customer administrator. This includes troubleshooting methods such as verifying data connectivity issues, resolving username and password problems, uninstalling/reinstalling ESChat Service, verification of proper device and software setup, and assistance with navigating around application menus. If unable to resolve the issue, TELUS will forward a trouble ticket with all relevant information to the ESChat Provider who will communicate with the Customer to provide level 3 support on the reported unresolved incidents or problems with the ESChat Service.

4.5 Service Exclusions

Unless expressly stipulated herein, TELUS does not provide any other service, and is not responsible for day-to-day management of Customer ESChat Service profile, management of licenses and other activities related to day to day management of the ESChat Service.

4.6 Customer Responsibilities

As a condition to accessing and using the ESChat Service, the Customer covenants that it will:

- a. designate an account administrator that will be the single point of contact for the ESChat Service;
- b. register with the ESChat provider and ensure that the Customer's Users are assigned a unique user name and password to access the ESChat Service;
- c. provide, at the Customer's sole cost and expense, all workstations, data services and network connectivity required for the Customer to access and use the ESChat Service with the Customer's own devices and applications;
- d. comply with any and all security, registration, access and use requirements communicated by TELUS ;
- e. provide the first level of technical support to Customer Users;
- f. comply with all applicable laws when using the ESChat Service;
- g. immediately notify TELUS of any unauthorized use of the Customer's account or the ESChat Service or of any other breach of security, and shall provide reasonable assistance to TELUS, as requested, to stop and/or remedy any breach of security;
- h. not do or attempt to do, or knowingly permit any of the Customer's Users to do or attempt to do, any of the following: (i) possess, download or copy the ESChat Service or copy the user guides for the use of the ESChat Service; (ii) view, read, access or print any of the source code or object code; (iii) modify, port, adapt or create derivative works of the ESChat Service; (iv) reverse compile, reverse assemble or disassemble the source code or object code or other runtime objects or files related to the ESChat Service or otherwise reverse engineer, modify or copy the look and feel, functionality or user interface of any portion of the ESChat Service; (v) rent, lease, distribute (or redistribute), or license, provide or otherwise make available the ESChat Service, in any form, to any third party, other than Customer's Users (including in any service bureau or similar environment); (vi) share access to the ESChat Service with third parties other than Customer's Users; (vii) create any "links" to or "frame" or "mirror of the ESChat Service or any portion thereof; (viii) defeat, disable or circumvent any protection mechanism related to the ESChat Service; and
- i. not violate or attempt to violate the security of the ESChat Provider's networks or servers, including (i) access data not intended for Customer or log into a server or account which Customer is not authorized to access; (ii) attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper written request and authorization; or (iii) knowingly interfere with service to any of the ESChat Provider's other users, host or network, including by means of intentionally submitting a virus, overloading, flooding, spamming, mail bombing or crashing.

4.7 Customization

Additional services and customizations to the ESChat Service are available at additional cost to the Customer. If the Customer requests customization to the ESChat Service, the customizations will be more specifically described in a statement of work that will be prepared by TELUS and approved by the Customer, and that will set out the additional charges payable by the Customer and detailed specifications for the ESChat Service, and may include other requirements or responsibilities of either TELUS or the Customer in relation to such ESChat Service. When approved and signed by TELUS and the Customer, the statement of work will form part of this Agreement.

4.8 Charges

ESChat Service will be charged as a fixed monthly charge for each Customer User requiring an ESChat Service license. TELUS will also charge any additional one-time charges set out in a related statement of work.

4.9 Consent to Share End User Data to the ESChat Provider

The Customer agrees that the records referred to under subsection 18 Privacy of Section B include the account and usage information of the Customer and the End User Data provided to the ESChat Provider for the purposes of providing the ESChat Service and that the consent obtained from Customer Users extends to those documents and to the ESChat Provider, as applicable.

4.10 Exclusions of Warranties

The Customer acknowledges that portions of the ESChat Service are provided by a third party provider and that the limitation of liability under the Agreement extend to the ESChat Provider, as applicable. The Customer acknowledges that ESChat Service may be temporarily unavailable, including for maintenance or causes beyond TELUS' control or of the ESChat Provider.

D. Corporate Offering and Rate Plans

1. Device Term and Hardware Promotions

1.1. Device Term

1.1.1 New Customer Devices

The Device Term for a New Customer Device, other than a No Term Device described in subsection 1.1.3 of this Section D, is equal to 36 months, starts on the date of activation, and extends beyond the Agreement Term.

1.1.2 Existing Customer Devices

The Device Term for an Existing Customer Device, whether the Customer Device was a new device or a replacement or upgraded device, is the remainder of the initial Device Term assigned to the Customer Device on the date of activation.

1.1.3 No Term Devices

The following Customer Devices do not have a Device Term and are referred to herein as “No Term Devices”:

- a. Any Customer Device purchased at the full no-term price from TELUS or a TELUS dealer without a credit (including an Airtime Credit), subsidy, or discount from TELUS, except when subscribed to a Rate Plan that specifies a Device Term;
- b. Any Customer Device that was not purchased from TELUS or a TELUS dealer and was activated or renewed on the TELUS network without an Airtime Credit or other credit or payment; and
- c. Any Customer Device where the applicable Device Term has expired or the Customer has paid all applicable charges in accordance with Section C.

The Device Balance for No Term Devices is \$0.

1.2 Upgrades

An “Upgrade” is the replacement of a Customer Device with a new device from TELUS.

The Customer may Upgrade a Customer Device at any time, subject to the following terms:

- a. the Customer will pay to TELUS the outstanding Device Balance for the Customer Device being replaced,
- b. a new Device Balance will be calculated for the replacement device, and
- c. a new Device Term of 36 months will apply to the replacement device starting on the date the replacement device is activated and may extend beyond the Agreement Term.

1.3 Technology Refresh Program

TELUS will not require payment of the Device Balance for each Customer Device Upgraded on or after the 24th month of the Device Term that applies to the Customer Device, on the following terms:

- a. the price of the replacement device will be TELUS' then-current price for that device on a 36 month Device Term or any promotional price specified in the applicable rate plan,
- b. No Term Devices, tablets, Mike devices, Customer Devices on Vacation Disconnect, Smart Hub devices, and global positioning system devices cannot be replaced under this subsection,
- c. a new Device Balance will be calculated for the replacement device, and
- d. a new Device Term of 36 months will apply to the replacement device starting on the date the replacement device is activated, and may extend beyond the Agreement Term.

1.4 Hardware Float

The Customer qualifies for hardware float (“**Hardware Float**”), as described in the grid below, based on the number of Customer Devices active on the TELUS networks at the date specified in the grid below. TELUS will not require payment of the Device Balance for each Customer Device Upgraded with Hardware Float. During the specified periods, the Customer may Upgrade the number of Customer Devices specified as the Hardware Float with new devices from TELUS at the Hardware Float Price. Hardware Float may only be used to upgrade the device for a single Customer User twice during the Agreement Term. No Term Devices, tablets, Mike devices, Customer Devices on Vacation Disconnect, Smart Hub devices and global positioning system devices may not be replaced with Hardware Float. The Hardware Float and the Hardware Float Price are in the table below. Hardware Float is not cumulative and any Hardware Float not used during the specified period will be forfeited by the Customer.

A new Device Balance will be calculated for each replacement device. The Device Term for each Customer Device replaced at the Hardware Float Price will be 36 months starting on the date of replacement.

Hardware Float available from the 1 st month to 12 th month of Agreement Term	4
Hardware Float available from the 13 th month to 24 th month of Agreement Term	4
Hardware Float available from the 25 th month to 36 th month of Agreement Term	4
Hardware Float Price	TELUS' device price for activations on a 36 month Device Term as at the date the replacement Customer Device is activated or any promotional price specified in the applicable rate plan.

2. Minimum Spend Commitment

The Minimum Spend Commitment is determined based on the type of Rate Plan to which a Customer Device is subscribed at the time of the requested Rate Plan change.

Rate Plan	Minimum Spend Commitment
Voice Rate Plan (Subsidized)	\$20
Voice Rate Plan (Non-subsidized)	\$5
Voice & Data Rate Plan (Subsidized)	\$45
Voice & Data Rate Plan (Non-subsidized)	\$30
Data Rate Plan for Mobile High Speed or Tablet (Non-subsidized)	\$10
Data Rate Plan for Mobile High Speed (Subsidized)	\$35
Smart Hub Rate Plan (Non-subsidized)	\$65
Data Plan for Tracking Services (Subsidized)	\$35

3. Credits

3.1 Airtime Credits

An "Airtime Credit" is a bill credit that TELUS will apply on the activation of Customer Devices with certain Rate Plans and with a 36 month Device Term, unless otherwise specified in the Rate Plan description in Section D. If an Airtime Credit is available with a Rate Plan, it will be included in the Rate Plan description in Section D and will be applied in equal installments over five consecutive monthly bills issued after the date of activation.

The Airtime Credit may be an Activation Credit, a Port-In Credit or a Renewal Credit. If included in a Rate Plan:

- an Activation Credit will apply for each Customer Device, other than a replacement or upgraded device, activated on or after the Effective Date and until the expiry date, if such a date is specified in the Rate Plan description in Section D,
- a Port-In Credit will apply for each Customer Device, other than a replacement or upgraded device, activated on a TELUS network on or after the Effective Date and until the expiry date, if such a date is specified in the Rate Plan description in Section D, with a number ported from another carrier's wireless network, provided that the porting of the number required the termination of wireless services with the other carrier on terms requiring payment of termination charges to the carrier,
- a Renewal Credit will apply for each Customer Device activated as part of an Upgrade prior to the expiry date, if such a date is specified in the Rate Plan description in Section D.

Airtime Credits apply against fees and charges for the Services, cannot be redeemed in cash and cannot be combined: only one Airtime Credit will apply to a Customer Device or its replacement.

3.2 Return of Airtime Credits

If TELUS has applied an Airtime Credit on the activation of a new Customer Device on any bill issued to the Customer, and if that Customer Device is deactivated before the end of the Device Term for any reason, including a request by the Customer to port a number to another carrier or termination of the Enrollment Agreement before the end of the Agreement Term because of the Customer's breach of this Enrollment Agreement, then TELUS will bill the Customer and the Customer shall pay a pro-rated amount of the Airtime Credit calculated as:

$$(\text{amount of Airtime Credit}) \times (\text{number of months remaining in Device Term} / \text{total number of months in Device Term})$$

The obligation to pay this amount applies in addition to any deactivation, cancellation or other charges that may apply on termination of the Enrollment Agreement or deactivation of Customer Devices.

Notwithstanding anything to the contrary, if TELUS has applied an Airtime Credit to a Customer Device subscribed to a non-subsidized Rate Plan in subsection 5.3.2 or 5.3.4 of Section D, and if that Customer Device is deactivated within 6 months of receiving the Airtime Credit for any reason, then TELUS will bill the Customer and the Customer shall pay the full amount of the Airtime Credit.

4. Special Terms and Conditions

4.1 Deactivation Allowance

The Customer may deactivate, during the specified period of the Agreement Term set out below, the number of Allowed Units specified in the table below instead of the deactivation charges in Section C. Deactivation Allowance is not cumulative and any Deactivation Allowance not used during the specified period will be forfeited by the Customer.

	Allowed Units
Deactivation Allowance available from 1 st month to 12 th month of Agreement Term	4
Deactivation Allowance available from 13 th month to 24 th month of Agreement Term	4
Deactivation Allowance available from 25 th month to 36 th month of Agreement Term	4

4.2 Promotional Hardware Pricing

A Rate Plan in Section D may include a discount or promotional price on the purchase price of a Customer Device. This discount or promotional price may apply when the Customer Device activates or renews a new Customer Device with the Rate Plan during the Agreement Term on a 36 month Device Term. The amount of any discount may not exceed the cost of the device and all pricing is subject to availability.

4.3 Rate Plan Eligibility

Customer Devices with a Device Balance of more than \$0 may not subscribe to a non-subsidized Rate Plan in subsection 5.3 of Section D.

4.4 Vacation Disconnect Without Extension of the Device Term – Subsidized Voice Only

The monthly charge for Vacation Disconnect Service is \$15 per Customer Device for Customer Devices subscribed to a subsidized Voice Rate Plan in subsection 5.3.1. This temporary rate plan accommodates Customer Devices subscribed to a subsidized Voice Rate Plan in subsection 5.3.1 not used for a period of time and allows Customer to temporarily suspend their service on such Customer Devices for a maximum of six months on an individual device. While on Vacation Disconnect, Service is suspended and the Device Term is not extended for the length of the disconnection. Customer Devices on Vacation Disconnect do not count towards the Minimum Commitment. Vacation Disconnect Service is only available to Customer Devices who have been active on the network for a minimum of 6 months. Taxes, regulatory and other governmental charges will be added to the monthly charge.

4.5 Vacation Disconnect Without Extension of the Device Term – Subsidized Voice & Data Only

The monthly charge for Vacation Disconnect Service is \$25 per Customer Device for Customer Devices subscribed to a subsidized Voice and Data Rate Plan in subsection 5.3.3. This temporary rate plan accommodates Customer Devices subscribed to a subsidized Voice and Data Rate Plan in subsection 5.3.3 not used for a period of time and allows Customer to temporarily suspend their service on such Customer Devices for a maximum of six months on an individual device. While on Vacation Disconnect, Service is suspended and the Device Term is not extended for the length of the disconnection. Customer Devices on Vacation Disconnect do not count towards the Minimum Commitment. Vacation Disconnect Service is only available to Customer Devices who have been active on the network for a minimum of 6 months. Taxes, regulatory and other governmental charges will be added to the monthly charge.

4.6 SIM Cards

A SIM card purchase fee will not apply to Customer Devices being activated on the TELUS network for a 36 month Device Term.

5. Corporate Rate Plans and Pricing

The Rate Plans available to the Customer and Customer Users are described below.

5.1 Definitions

In this subsection:

- a. **"Additional Data"** means additional data within Canada, unless otherwise specified in a Rate Plan,
- b. **"MHS"** means mobile high speed,
- c. **"MMS"** means multi-media messaging service and includes video and picture messages but not SMS,
- d. **"National"** or **"Nationwide"** means within Canada,
- e. **"SMS"** means short messaging service and includes text messaging but not MMS,
- f. **"U.S."** or **"U.S.A."** includes the 50 states, Puerto Rico and U.S. Virgin Islands.

5.2. Rate Plan Terms

5.2.1 Monthly Charges

All charges in the Rate Plan or Add-On recur monthly unless otherwise specified.

5.2.2 Shareable Minutes and Data

Shareable minutes and data only occurs across Customer Devices activated on the same type of sharing plan on the same billing account number assigned to the Customer by TELUS ("**BAN**"). In order to access shared data a Rate Plan must have a data sharing feature. Unlimited minutes are not shareable. Minutes and data are consumed on a "first come, first served" basis.

5.2.3 Government Charges

As of the Effective Date, current government charges (described in Section C, subsection 1.1) include the following Monthly Regulated Provincial 911 access charge per device: P.E.I (70¢), Nova Scotia (43¢), New Brunswick (53¢), Saskatchewan (94¢), Quebec (46¢), Alberta (44¢), and Newfoundland (75¢).

5.2.4 Directory Assistance Charge

As of the Effective Date, TELUS applies a charge for Directory Assistance in addition to the Rate Plan as follows: Calls to 411 or 555-1212 will be billed \$2.50 per call, plus airtime charges under the applicable Rate Plan.

5.2.5 Call Forwarding

When included in a Rate Plan, Call Forwarding is local only. Long distance charges will apply when call forwarding to a number outside of the Customer User's local calling area, even if the Customer User's Rate Plan or Add-On includes long distance.

5.3 Rate Plans

5.3.1 Voice Rate Plans Subsidized

Name	CWE Corporate Advantage Voice 20 w/US
Monthly Plan Rate	\$20
Included Minutes	Unlimited National
Canada to U.S. LD	\$0.10/minute
Included U.S. Voice Roaming	75 shareable U.S. roaming minutes
Additional U.S. Voice Roaming	\$0.20/minute
Included Features	Caller ID Call Forwarding Call Waiting Conference Calling Voicemail 25
Included SMS	Unlimited National, Canada to U.S., Canada to International, and U.S. Roaming
Included MMS	Unlimited National, Canada to U.S., Canada to International, and U.S. Roaming
Activation Credit	\$50 with a 36 month Device Term
Port-In Credit	\$50 with a 36 month Device Term
Hardware Discounts	\$50 off TELUS then current 3 year term price on voice only devices
Terms and Conditions	3000 Call Forwarding minutes included. Additional Call Forwarding minutes: \$0.15/minute May be combined with TELUS Corporate Advantage add-ons only. Not compatible with U.S. preferred rate passports or preferred long distance rates U.S. Voice Roaming minutes includes calls originating from the U.S. and terminating in Canada or the U.S. U.S. roaming SMS and MMS includes messages sent from the U.S. and terminating in Canada or the U.S. This Rate Plan will be made available within 90 days of the Amendment #3 Effective Date

5.3.2 Voice Rate Plans Non-Subsidized

Name	Unlimited Local Calling 5
Device Term	No Term
Monthly Plan Rate	\$5
Included Minutes	Unlimited Local
Canada to Canada LD	\$0.02/minute
Canada to U.S. LD	\$0.15/minute
Included Features	Caller ID Call Forwarding Call Waiting Conference Calling Voicemail 25
Included SMS	Unlimited National
Terms and Conditions	3000 Call Forwarding minutes included. Additional Call Forwarding minutes: \$0.10 /minute In-market pay per use rates apply to U.S. roaming
Hardware Subsidy	Non-subsidized: no subsidy provided on activation or renewal of hardware

Name	CWE Corporate Advantage Voice 12.50 SIM only w/US
Device Term	No Term
Monthly Plan Rate	\$12.50
Included Minutes	Unlimited National
Canada to U.S. LD	\$0.10/minute
Included U.S. Voice Roaming	75 shareable U.S. roaming minutes
Additional U.S. Voice Roaming	\$0.20/minute
Included Features	Caller ID Call Forwarding Call Waiting Conference Calling Voicemail 25
Included SMS	Unlimited National, Canada to U.S., Canada to International, and U.S. Roaming
Included MMS	Unlimited National, Canada to U.S., Canada to International, and U.S. Roaming
Activation Credit	\$50 with 36 month Device Term
Port-In Credit	\$50 with 36 month Device Term
Terms and Conditions	3000 Call Forwarding minutes included. Additional Call Forwarding minutes: \$0.15/minute May be combined with TELUS Corporate Advantage add-ons only. Not compatible with U.S. preferred rate passports or preferred long distance rates U.S. Voice Roaming minutes includes calls originating from the U.S. and terminating in Canada or the U.S. U.S. roaming SMS and MMS includes messages sent from the U.S. and terminating in Canada or the U.S. This Rate Plan will be made available within 90 days of the Amendment #3 Effective Date
Hardware Subsidy	Non-subsidized: no subsidy provided on activation or renewal of hardware

5.3.3 Voice and Data Rate Plans Subsidized

Name	CWE Corp Adv VD 45R US
Monthly Plan Rate	\$45
Included Minutes	Unlimited National
Canada to US LD	\$0.10/minute
Included U.S. Voice Roaming	60 shareable U.S. roaming minutes
Additional U.S. Voice Roaming	\$0.20/minute
Included Features	Caller ID Call Forwarding Call Waiting Conference Calling Voicemail 25
Included Canada Data	5GB shareable Canada data
Additional Canada Data	\$0.05/MB
Included U.S. Data	200MB shareable U.S. data
Additional U.S. Data Roaming	\$0.20/MB
Included SMS	Unlimited National, Canada to U.S., Canada to International, and U.S. Roaming
Included MMS	Unlimited National, Canada to U.S., Canada to International, and U.S. Roaming
Hardware Discounts	\$200 off TELUS' then current 3 year term price on a smartphone
Terms and Conditions	May be combined with TELUS Corporate Advantage add-ons only. Not compatible with U.S. preferred rate passports or preferred long distance rates 3000 Call Forwarding minutes included. Additional Call Forwarding minutes: \$0.15/minute Data can be used on-device or tethered. Data overage and roaming fees will apply U.S. Voice Roaming minutes includes calls originating from the U.S. and terminating in Canada or the U.S. U.S. roaming SMS and MMS includes messages sent from the U.S. and terminating in Canada or the U.S. This Rate Plan will be made available within 90 days of the Amendment #3 Effective Date

Name	CWE Corp Adv VD 52.50R US
Monthly Plan Rate	\$52.50
Included Minutes	Unlimited National and Canada to U.S.
Included U.S. Voice Roaming	120 shareable U.S. roaming minutes
Additional U.S. Voice Roaming	\$0.20/minute
Included Features	Caller ID Call Forwarding Call Waiting Conference Calling Voicemail 25
Included Canada Data	7GB shareable Canada data
Additional Canada Data	\$0.05/MB
Included U.S. Data	250MB shareable U.S. data
Additional U.S. Data Roaming	\$0.20/MB
Included SMS	Unlimited National, Canada to U.S., Canada to International, and U.S. Roaming
Included MMS	Unlimited National, Canada to U.S., Canada to International, and U.S. Roaming
Activation Credit	\$200 with a 36 month Device Term
Port-In Credit	\$200 with a 36 month Device Term
Hardware Discounts	\$300 off TELUS' then current 3 year term price on a smartphone
Terms and Conditions	May be combined with TELUS Corporate Advantage add-ons only . Not compatible with U.S. preferred rate passports or preferred long distance rates 3000 Call Forwarding minutes included. Additional Call Forwarding minutes: \$0.15/minute Data can be used on-device or tethered. Data overage and roaming fees will apply U.S. Voice Roaming minutes includes calls originating from the U.S. and terminating in Canada or the U.S. U.S. roaming SMS and MMS includes messages sent from the U.S. and terminating in Canada or the U.S. This Rate Plan will be made available within 90 days of the Amendment #3 Effective Date

Name	CWE Corp Adv VD 60R US
Monthly Plan Rate	\$60
Included Minutes	Unlimited National and Canada to U.S.
Included U.S. Voice Roaming	120 shareable U.S. roaming minutes
Additional U.S. Voice Roaming	\$0.20/minute
Included Features	Caller ID Call Forwarding Call Waiting Conference Calling Voicemail 25
Included Canada Data	10GB shareable Canada data
Additional Canada Data	\$0.05/MB
Included U.S. Data Roaming	250MB shareable U.S. data
Additional U.S. Data Roaming	\$0.20/MB
Included SMS	Unlimited National, Canada to U.S., Canada to International, and U.S. Roaming
Included MMS	Unlimited National, Canada to U.S., Canada to International, and U.S. Roaming
Activation Credit	\$200 with a 36 month Device Term
Port-In Credit	\$200 with a 36 month Device Term
Hardware Discounts	\$300 off TELUS' then current 3 year term price on a smartphone
Terms and Conditions	May be combined with TELUS Corporate Advantage add-ons only . Not compatible with U.S. preferred rate passports or preferred long distance rates 3000 Call Forwarding minutes included. Additional Call Forwarding minutes: \$0.15/minute Data can be used on-device or tethered. Data overage and roaming fees will apply U.S. Voice Roaming minutes includes calls originating from the U.S. and terminating in Canada or the U.S. U.S. roaming SMS and MMS includes messages sent from the U.S. and terminating in Canada or the U.S. This Rate Plan will be made available within 90 days of the Amendment #3 Effective Date

Name	CWE Corporate Traveller 85
Monthly Plan Rate	\$85
Included Minutes	Unlimited North America*
Included Features	Caller ID Call Forwarding Call Waiting Conference Calling Voicemail 25
Included Data	5GB non-shareable North America data
Additional Data	\$0.50/MB
Included SMS	Unlimited National, Canada to U.S., Canada to International, and U.S. Roaming
Included MMS	Unlimited National, Canada to U.S., Canada to International, and U.S. Roaming
Hardware Discounts	\$200 off TELUS' then current 3 year term price on a smartphone
Terms and Conditions	*Includes calls made from Canada to Canada or the U.S., and from the U.S. to Canada or the U.S. 3000 Call Forwarding minutes included. Additional Call Forwarding minutes: \$0.15/minute Data can be used on-device or tethered. Data overage and roaming fees will apply May be combined with applicable TELUS Corporate Advantage add-ons, except Corporate Advantage U.S. add-ons. Not compatible with U.S. preferred roaming rates or passports U.S. roaming SMS and MMS includes messages sent from the U.S. and terminating in Canada or the U.S. North America data includes data used in Canada or the U.S.

5.3.4 Voice and Data Rate Plans Subsidized (Public Safety Customers only)

Name	CWE Public Safety - Corp Adv VD 45R US
Monthly Plan Rate	\$45
Included Minutes	Unlimited National
Canada to U.S. LD	\$0.10/minute
Included U.S. Voice Roaming	30 shareable U.S. roaming minutes
Additional U.S. Voice Roaming	\$0.20/minute
Included Features	Caller ID Call Forwarding Call Waiting Conference Calling Voicemail 25
Included Canada Data	6GB shareable Canada Data
Additional Canada Data	\$0.05/MB
Included U.S. Data Roaming	100MB shareable U.S. data
Additional U.S. Data Roaming	\$0.20/MB
Included SMS	Unlimited National, Canada to U.S., Canada to International, and U.S. Roaming
Included MMS	Unlimited National, Canada to U.S., Canada to International, and U.S. Roaming
Hardware Discounts	\$200 off TELUS' then current 3 year term price on a smartphone
Terms and Conditions	May be combined with TELUS Corporate Advantage add-ons only. Not compatible with U.S. preferred rate passports or preferred long distance rates 3000 Call Forwarding minutes included. Additional Call Forwarding minutes: \$0.15/minute Data can be used on-device or tethered. Data overage and roaming fees will apply U.S. Voice Roaming minutes includes calls originating from the U.S. and terminating in Canada or the U.S. U.S. roaming SMS and MMS includes messages sent from the U.S. and terminating in Canada or the U.S. This Rate Plan is only available to CWE Members who are Public Safety Customers and when approved by TELUS.

5.3.5 Voice and Data Rate Plans Non-Subsidized

Name	CWE Corp Adv VD SIM only 25R US
Device Term	No Term
Monthly Plan Rate	\$27
Included Minutes	Unlimited National
Canada to U.S. LD	\$0.10/minute
U.S. Voice Roaming	60 shareable U.S. roaming minutes
Additional U.S. Roaming Minutes	\$0.20/min
Included Features	Caller ID Call Forwarding Call Waiting Conference Calling Voicemail 25
Included Canada Data	5GB shareable Canada data
Additional Canada Data	\$0.05/MB
Included U.S. Data	200MB shareable U.S. data
Additional U.S. Data Roaming	\$0.20/MB
Included SMS	Unlimited National, Canada to U.S., Canada to International, and U.S. Roaming
Included MMS	Unlimited National, Canada to U.S., Canada to International, and U.S. Roaming
Terms and Conditions	May be combined with TELUS Corporate Advantage add-ons only. Not compatible with U.S. preferred rate passports or preferred long distance rates 3000 Call Forwarding minutes included. Additional Call Forwarding minutes: \$0.15/minute U.S. Voice Roaming minutes includes calls originating from the U.S. and terminating in Canada or the U.S. U.S. roaming SMS and MMS includes messages sent from the U.S. and terminating in Canada or the U.S. Data can be used on-device or tethered. Data overage and roaming fees will apply
Hardware Subsidy	Non-subsidized: no subsidy provided on activation or renewal of hardware

Name	CWE Corp Adv VD SIM only 32.50R US
Monthly Plan Rate	\$34.50
Included Minutes	Unlimited National and Canada to U.S.
Included U.S. Voice Roaming	120 shareable U.S. roaming minutes
Additional U.S. Roaming Minutes	\$0.20/minute
Included Features	Caller ID Call Forwarding Call Waiting Conference Calling Voicemail 25
Included Canada Data	7GB shareable Canada Data
Additional Canada Data	\$0.05/MB
Included U.S. Data	250MB shareable U.S. data
Additional U.S. Data Roaming	\$0.20/MB
Included SMS	Unlimited National, Canada to U.S., Canada to International, and U.S. Roaming
Included MMS	Unlimited National, Canada to U.S., Canada to International, and U.S. Roaming
Activation Credit	\$200 with 36 month Device Term
Port-In Credit	\$200 with 36 month Device Term
Terms and Conditions	May be combined with TELUS Corporate Advantage add-ons only. Not compatible with U.S. preferred rate passports or preferred long distance rates 3000 Call Forwarding minutes included. Additional Call Forwarding minutes: \$0.15/minute Data can be used on-device or tethered. Data overage and roaming fees will apply U.S. Voice Roaming minutes includes calls originating from the U.S. and terminating in Canada or the U.S. U.S. roaming SMS and MMS includes messages sent from the U.S. and terminating in Canada or the U.S.
Hardware Subsidy	Non-subsidized: no subsidy provided on activation or renewal of hardware

Name	CWE Corp Adv VD 42R US SIM Only
Monthly Plan Rate	\$42
Included Minutes	Unlimited National and Canada to U.S.
Included U.S. Voice Roaming	120 shareable U.S. roaming minutes
Additional U.S. Roaming Minutes	\$0.20/minute
Included Features	Caller ID Call Forwarding Call Waiting Conference Calling Voicemail 25
Included Canada Data	10GB shareable Canada data
Additional Canada Data	\$0.05/MB
Included U.S. Data Roaming	250MB shareable U.S. data
Additional U.S. Data Roaming	\$0.20/MB
Included SMS	Unlimited National, Canada to U.S., Canada to International, and U.S. Roaming
Included MMS	Unlimited National, Canada to U.S., Canada to International, and U.S. Roaming
Activation Credit	\$200 with 36 month Device Term
Port-In Credit	\$200 with 36 month Device Term
Terms and Conditions	May be combined with TELUS Corporate Advantage add-ons only. Not compatible with U.S. preferred rate passports or preferred long distance rates 3000 Call Forwarding minutes included. Additional Call Forwarding minutes: \$0.15/minute Data can be used on-device or tethered. Data overage and roaming fees will apply U.S. Voice Roaming minutes includes calls originating from the U.S. and terminating in Canada or the U.S. U.S. roaming SMS and MMS includes messages sent from the U.S. and terminating in Canada or the U.S.
Hardware Subsidy	Non-subsidized: no subsidy provided on activation or renewal of hardware

5.3.6 Voice and Data Rate Plans Non-Subsidized (Public Safety Customers only)

Name	CWE Public Safety - Corp Adv VD 27R US SIM only
Monthly Plan Rate	\$27
Included Minutes	Unlimited National
Canada to U.S. LD	\$0.10/minute
Included U.S. Voice Roaming	30 shareable U.S. roaming minutes
Additional U.S. Roaming Minutes	\$0.20/minute
Included Features	Caller ID Call Forwarding Call Waiting Conference Calling Voicemail 25
Included Canada Data	6GB shareable Canada data
Additional Canada Data	\$0.05/MB
Included U.S. Data Roaming	100MB shareable U.S. data
Additional U.S. Data Roaming	\$0.20/MB
Included SMS	Unlimited National, Canada to U.S., Canada to International, and U.S. Roaming
Included MMS	Unlimited National, Canada to U.S., Canada to International, and U.S. Roaming
Terms and Conditions	May be combined with TELUS Corporate Advantage add-ons only. Not compatible with U.S. preferred rate passports or preferred long distance rates 3000 Call Forwarding minutes included. Additional Call Forwarding minutes: \$0.15/minute Data can be used on-device or tethered. Data overage and roaming fees will apply U.S. Voice Roaming minutes includes calls originating from the U.S. and terminating in Canada or the U.S. U.S. roaming SMS and MMS includes messages sent from the U.S. and terminating in Canada or the U.S. This Rate Plan is only available to CWE Members who are Public Safety Customers and when approved by TELUS.
Hardware Subsidy	Non-subsidized: no subsidy provided on activation or renewal of hardware

5.3.7 Data Plans for Mobile High Speed and Tablets (Non-Subsidized)

Name	Corp Adv MHS \$10/ 0MB
Monthly Plan Rate	\$10
Included Data	Access to shared Canada data only
Additional Data	\$0.05/MB
Terms and Conditions	<p>Users do not have access to pooled or shareable minutes. All voice usage will be charged at the applicable in-market pay-per-use rate</p> <p>No data included. Users can access shared data within the same BAN. Data can be used on-device or tethered.</p> <p>May be combined with Corporate Advantage Data Add-ons</p> <p>In market pay per use rates apply to U.S. roaming</p>
Hardware Subsidy	Non-subsidized: no subsidy provided on activation or renewal of hardware

CWE Cost Assure 10 - data only rate plan			
Tier	Included Canada data	Total charges	Additional Canada data
Base	Up to 500 MB	\$10	Auto move to tier 1
1	Up to 6 GB	\$30	Auto move to tier 2
2	Up to 9 GB	\$50	\$0.02/MB
Terms and Conditions	<p>Users do not have access to pooled or shareable minutes. All voice usage will be charged at the applicable in-market pay-per-use rate</p> <p>Users do not have access to shared data.</p> <p>Must be activated as a rate plan for individual users</p> <p>Users subscribed to the CWE Cost Assure 10 rate plan must be placed on a separate BAN from all other Customer Devices subscribed to any other rate plan, and cannot be combined with any other rate plan or Add-on.</p> <p>In market pay per use rates apply to U.S. roaming</p>		
Hardware Subsidy	Non-subsidized: no subsidy provided on activation or renewal of hardware		

Cost Assure North America for Mobile High Speed 45 - data only rate plan			
Tier	Included Canada & U.S. data	Total charges	Additional Canada & U.S. data
Base	Up to 500 MB	\$45	Auto move to tier 1
1	Up to 1 GB	\$60	Auto move to tier 2
2	Up to 2 GB	\$85	Auto move to tier 3
3	Up to 3 GB	\$130	Auto move to tier 4
4	Up to 5 GB	\$180	\$0.25/MB
Terms and Conditions	<p>Users do not have access to pooled or shareable minutes. All voice usage will be charged at the applicable in-market pay-per-use rate</p> <p>Users do not have access to shared data.</p> <p>Must be activated as a rate plan for individual users</p> <p>No subsidy hardware offer</p> <p>Users subscribed to the Cost Assure North America for Mobile High Speed 45 rate plan must be placed on a separate BAN from all other Customer Devices subscribed to any other rate plan, and cannot be combined with any other rate plan or Add-on.</p>		
Hardware Subsidy	Non-subsidized: no subsidy provided on activation or renewal of hardware		

5.3.8 Data Plans for Smart Hubs (Non-Subsidized)

COST ASSURE XL			
Tier	Included Canada data	Total charges	Additional data
Base	Up to 5GB	\$65	Auto move to tier 1
1	Up to 20GB	\$150	Auto move to tier 2
2	Up to 75GB	\$600	Auto move to tier 3
3	Up to 150GB	\$1250	Auto move to tier 4
4	Up to 300GB	\$2700	Auto move to tier 5
5	Up to 500GB	\$4500	Additional data \$20/ GB
Voice Minutes	\$0.50/minute*		
Canada to Canada LD	\$0.50/minute		
Canada to U.S. LD	\$0.50/minute		
Included Features	Caller ID		
Terms and Conditions	<p>Users do not have access to shared data Must be activated as a rate plan for individual users (non-shareable) This Rate Plan does not share minutes or data with any other Rate Plan or Add-On. Users do not have access to pooled or shareable minutes. *Calls to/from North West Territories and Yukon Territory are billed at \$0.90/minute Cost Assure XL rate plan must be placed on a separate BAN from all other rate plans, and cannot be combined with any other rate plan or add on In market pay per use rates apply to U.S. roaming</p>		
Hardware Subsidy	Non-subsidized: no subsidy provided on activation or renewal of hardware		

5.3.9 Data Plans for Mobile High Speed and Tablets (Subsidized)

Name	Corp Adv Data plan \$30
Monthly Plan Rate	\$35
Included Data	5 GB shareable Canada data
Additional Data	\$0.05/MB
Terms and Conditions	<p>Users do not have access to pooled or shareable minutes. All voice usage will be charged at the applicable in-market pay-per-use rate Data can be used on-device or tethered. May be combined with Corporate Advantage Data add-ons In market pay per use rates apply to U.S. roaming</p>

Name	Corporate Advantage MHS 40
Monthly Plan Rate	\$40
Included Data	7 GB shareable Canada data
Additional Data	\$0.05/MB
Terms and Conditions	<p>Users do not have access to pooled or shareable minutes. All voice usage will be charged at the applicable in-market pay-per-use rate Data can be used on-device or tethered. May be combined with Corporate Advantage Data Add-ons In market pay per use rates apply to U.S. roaming</p>

5.3.10 Data Plans Subsidized for Tracking Services

TELUS Fleet Tracker Plus 3 Yr plan with MGS100H, MGS200, or MGS700 modem (Canada only)			
Tier	Included Canada data	Total charges	Additional Canada data
Base	Up to 5 MB	\$35	Auto move to tier 1
1	Up to 20 MB	\$45	Auto move to tier 2
2	Up to 1 GB	\$60	Auto move to tier 3
3	Up to 2 GB	\$75	Auto move to tier 4
4	Up to 3 GB	\$90	Auto move to tier 5
5	Up to 5 GB	\$105	5¢/ MB thereafter
Terms and Conditions	Available on a 36 month Device Term only Must be activated as a rate plan for individual users Professional installation included Hardware included: MGS100H, MGS200, or MGS700 fleet modem, subject to availability In market pay per use rates will apply to voice services and U.S. roaming The data overage is charged by individual subscriber usage, not for the entire pool Data sharing is only available within the same included data tier Customer users subscribing to TELUS Fleet Tracker Pro 3 yr Rate Plan must be placed on a separate BAN from all other rate plans and cannot be combined with any other rate plan or Add-on		

5.3.11 Voice Features

Name	Corporate Advantage - Shared LD CAN-CAN, CAN-US 1000 min
Monthly Plan Rate	\$10
Included Minutes	1000 Shareable Canada to Canada, Canada to U.S. LD Minutes
Terms and Conditions	Available as an add-on to Corporate Advantage Voice or Voice +Data rate plans

Name	Corporate Advantage - Shared LD CAN-CAN, CAN-US - 3000 min
Monthly Plan Rate	\$25
Included Minutes	3000 Shareable Canada to Canada, Canada to U.S. LD Minutes
Terms and Conditions	Available as an add-on to Corporate Advantage Voice or Voice +Data rate plans

Name	Corporate Advantage - Shared LD CAN-CAN, CAN-US - 6000 min
Monthly Plan Rate	\$45
Included Minutes	6000 Shareable Canada to Canada, Canada to U.S. LD Minutes
Terms and Conditions	Available as an add-on to Corporate Advantage Voice or Voice +Data rate plans

Name	Corporate Advantage - Shared LD CAN-CAN, CAN-US - 10 000 min
Monthly Plan Rate	\$60
Included Minutes	10000 Shareable Canada to Canada, Canada to U.S. LD Minutes
Terms and Conditions	Available as an add-on to Corporate Advantage Voice or Voice +Data rate plans

Name	Corporate Advantage - Shared LD CAN-CAN, CAN-US - 15 000 min
Monthly Plan Rate	\$75
Included Minutes	15000 Shareable Canada to Canada, Canada to U.S. LD Minutes
Terms and Conditions	Available as an add-on to Corporate Advantage Voice or Voice +Data rate plans

Name	Voice Mail - Voicemail to Text - \$1
Monthly Plan Rate	\$1
Included Feature	Voicemail to Text
Terms and Conditions	May be added to a Corporate Advantage Voice and/or Voice and Data rate plan for individual users only

Name	Voice Mail - iPhone Visual Voicemail - \$1
Monthly Plan Rate	\$1
Included Feature	Visual Voicemail for iPhone
Terms and Conditions	May be added to a Corporate Advantage Voice and/or Voice and Data rate plan for individual users only

Name	ESChat PTT Basic Add-On - \$5.00
Monthly Plan Rate	\$5.00
Included Feature	Unlimited access for one user to ESChat PTT platform
Terms and Conditions	Only available to be added to a voice, voice & data or a data only plan See Section C for terms of service

5.3.12 Data Features

CWE Cost Assure 10 – add-on			
Tier	Included Canada data	Total charges	Additional Canada data
Base	Up to 500 MB	\$10	Auto move to tier 1
1	Up to 6 GB	\$30	Auto move to tier 2
2	Up to 9 GB	\$50	\$0.02/MB
Terms and Conditions	Users do not have access to shared data. Available as an add-on to a CWE Voice only Rate Plan in subsections 5.3.1 or 5.3.2 of Section D only for individual users		

Name	Corp Adv Cdn Sh Data \$100 6GB
Monthly Plan Rate	\$100
Included Data	6GB shareable Canada data
Terms and Conditions	Available as an add-on to Corporate Advantage Voice +Data, Tablet or Mobile High Speed rate plans only

Name	Domestic Data - Shared - 20GB - \$200
Monthly Plan Rate	\$200
Included Data	20GB shareable Canada Data
Terms and Conditions	Available as an add-on to Corporate Advantage Voice +Data, Tablet or Mobile High Speed rate plans only

Name	Domestic Data - Shared - 50GB - \$400
Monthly Plan Rate	\$400
Included Data	50GB shareable Canada Data
Terms and Conditions	Available as an add-on to Corporate Advantage Voice +Data, Tablet or Mobile High Speed rate plans only

Name	CWE US Roaming - Data Shared Bundle - 100MB - \$15
Monthly Plan Rate	\$15
Included Data	150MB shared U.S. Data
Terms and Conditions	Available as an add-on to Corporate Advantage U.S. Voice + Data rate plans, MHS or Tablets. Cannot be combined with any TELUS add-on, feature, passport or PPU option offering preferred data roaming rates in the U.S. U.S. data sharing is applicable only to U.S. data and can only be shared with U.S. data.

Name	CWE US Roaming - Data Shared Bundle - 500MB - \$50
Monthly Plan Rate	\$50
Included Data	550MB shared U.S. Data
Terms and Conditions	Available as an add-on to Corporate Advantage U.S. Voice + Data rate plans, MHS or Tablets. Cannot be combined with any TELUS add-on, feature, passport or PPU option offering preferred data roaming rates in the U.S. U.S. data sharing is applicable only to U.S. data and can only be shared with U.S. data.

Name	CWE US Roaming - Data Shared Bundle - 1GB - \$75
Monthly Plan Rate	\$75
Included Data	1.5GB shared U.S. data
Terms and Conditions	Available as an add-on to Corporate Advantage U.S. Voice + Data rate plans, MHS or Tablets. Cannot be combined with any TELUS add-on, feature, passport or PPU option offering preferred data roaming rates in the U.S. U.S. data sharing is applicable only to U.S. data and can only be shared with U.S. data.

Name	CWE US Roaming - Data Shared Bundle - 2GB - \$125
Monthly Plan Rate	\$125
Included Data	2.5GB shared US data
Terms and Conditions	Available as an add-on to Corporate Advantage U.S. Voice + Data rate plans, MHS or Tablets. Cannot be combined with any TELUS add-on, feature, passport or PPU option offering preferred data roaming rates in the U.S. U.S. data sharing is applicable only to U.S. data and can only be shared with U.S. data.

Name	CWE US Roaming - Data Shared Bundle - 5GB - \$300
Monthly Plan Rate	\$300
Included Data	6.5GB shared US Data
Terms and Conditions	Available as an add-on to Corporate Advantage U.S. Voice + Data rate plans, MHS or Tablets. Cannot be combined with any TELUS add-on, feature, passport or PPU option offering preferred data roaming rates in the U.S. U.S. data sharing is applicable only to U.S. data and can only be shared with U.S. data.

Name	CWE US Roam Data Sh 10GB \$500
Monthly Plan Rate	\$500
Included Data	12GB shared U.S. Data
Terms and Conditions	Available as an add-on to Corporate Advantage U.S. Voice + Data rate plans, MHS or Tablets. Cannot be combined with any TELUS add-on, feature, passport or PPU option offering preferred data roaming rates in the U.S. U.S. data sharing is applicable only to U.S. data and can only be shared with U.S. data.

Name	Single Public Static IP \$10
Monthly Plan Rate	\$10
Included Feature	Single Public Static IP (includes Premium Services and Support)
Terms and Conditions	<p>May be added to a data rate plan only for individual users (non-shareable) Due to the nature of Public Static IP, Customer acknowledges that there is an increased risk for unauthorized access to the Customer Devices, which will result in charges for such access.</p> <p>Premium Services & Support include:</p> <ol style="list-style-type: none"> 24/7 telephone access to a TELUS support team dedicated to TELUS' corporate customers (the 'Premium Support Team'), and supporting all incidents or problems with the Services (including any advanced connectivity services) and the Customer Devices, Priority Call Queuing, giving calls from Premium Services & Support customers the highest level of priority in the Premium Support Team queue, and Escalation Management, prioritizing incidents and problems affecting Premium Services & Support customers by severity and elapsed time. <p>Premium Services & Support does not include support for billing or account management issues, corporate service manager support, or issues related to customer device fulfillment.</p>

Name	MobileVPN8
Monthly Plan Rate	\$8
Included Feature	Mobile VPN
Terms and Conditions	<p>May be added to a data rate plan only for individual users Customers must have a data plan or feature.</p>

Name	Corporate Watch \$10 Access Plan
Monthly Plan Rate	\$10
Included Data	Access to shareable Canada data only
Additional Data	\$0.05/MB
Terms and Conditions	<p>Available as an add-on to Corporate Advantage or Corporate Easy Share Rate Plan (for individual usage only, non-shareable). The Customer User can access the shareable minutes, shareable data and SMS included in the Customer User's Corporate Advantage or Corporate Easy Share Rate Plan. Voice usage, data usage and SMS not included in the Customer User's Rate Plan will be charged as per the Corporate Advantage or Corporate Easy Share Rate Plan. May be subject to additional terms of use by Apple or TELUS. Customers on migrated MTS rate plans will not be able to activate an Apple Watch on this feature. Roaming is not available. May be combined with Corporate Advantage Data Add-ons. For clarity, no hardware subsidy is offered with this add-on.</p>

5.3.13 Long Distance and Roaming Add Ons

Name	Long Distance - UL Can-Can LD - \$2.50
Monthly Plan Rate	\$2.50
Included Minutes	Unlimited National
Terms and Conditions	Available as an add on feature to be added to a Voice, or Voice and Data rate plan for individual users

Name	Long Distance - North America UL LD Min - \$5
Monthly Plan Rate	\$5
Included Minutes	Unlimited National and Canada to U.S.
Terms and Conditions	Available as an add on feature to be added to a Voice, or Voice and Data rate plan for individual users

Name	UL US Voice Roaming - \$15
Monthly Plan Rate	\$15
Included Minutes	Unlimited U.S. Voice roaming
Terms and Conditions	Available as an add on feature to be added to a Voice, or Voice and Data rate plan for individual users Applies to calls originating in the U.S. and terminating in Canada or the U.S. Cannot be combined with any TELUS add-on, feature, passport or PPU option offering preferred voice roaming rates in the U.S.

Name	Corp International LD (excl USA)
Monthly charge	\$2
LD Voice/Min	\$0.10/min
Region	Australia, Austria, Bangladesh, Belgium, China, Denmark, Dominican Republic, Finland, France, Germany, Greece, Hong Kong, Iceland, India, Ireland, Italy, Luxembourg, Macau, Mexico, Netherlands, New Zealand, Portugal, Singapore, Spain, Sweden, Switzerland, Taiwan, United Kingdom
LD Voice/Min	\$0.25/min
Region	Afghanistan, Albania, Algeria, American Samoa, Andorra, Angola, Anguilla, Antigua and Barbuda, Argentina, Armenia, Aruba, Azerbaijan, Bahamas, Bahrain, Barbados, Belize, Benin, Bermuda, Bhutan, Bolivia, Bosnia and Herzegovina, Botswana, Brazil, British Virgin Islands, Brunei, Bulgaria, Burkina Faso, Cambodia, Cameroon, Cape Verde, Cayman Islands, Central African Republic, Chile, Colombia, Comoros, Costa Rica, Croatia, Cyprus, Czech Republic, Djibouti, Dominica, Ecuador, Egypt, El Salvador, Equatorial Guinea, Eritrea, Estonia, Ethiopia, Faroe Islands, Fiji, French Antilles, French Guiana, French Polynesia, French Territories Indian Ocean Region, Georgia, Ghana, Gibraltar, Grenada, Guadeloupe, Guam, Guatemala, Guyana, Haiti, Honduras, Hungary, Indonesia, Iran, Iraq, Israel, Ivory Coast, Jamaica, Japan, Jordan, Kenya, Korea (South), Kuwait, Kyrgyzstan, Laos, Lebanon, Lesotho, Libya, Liechtenstein, Lithuania, Macedonia, Malawi, Malaysia, Mali, Malta, Marshall Islands, Mauritius, Micronesia, Moldova, Mongolia, Montserrat, Mozambique, Myanmar, Namibia, Nepal, Netherlands Antilles, New Caledonia, Nicaragua, Niger, Nigeria, Northern Mariana Islands, Norway, Oman, Pakistan, Palau, Palestine, Panama, Paraguay, Peru, Philippines, Poland, Qatar, Romania, Russian Federation, Rwanda, San Marino, Saudi Arabia, Senegal, Serbia, Saint Maarten, Slovak Republic, Slovenia, South Africa, South Sudan, Sri Lanka, St. Kitts and Nevis, St. Lucia, St. Pierre and Miquelon, St. Vincent & Grenadines, Sudan, Suriname, Swaziland, Syria, Tajikistan, Tanzania, Thailand, Trinidad and Tobago, Turkey, Turkmenistan, Turks and Caicos, Uganda, Ukraine, United Arab Emirates, Uruguay, Uzbekistan, Venezuela, Vietnam, Yemen, Zaire Republic (Congo Dem Rep), Zambia
LD Voice/Min	\$1.00/Min
Region	Ascension, Belarus, Burundi, Chad, Christmas Island, Congo, Cook Islands, Cuba, Diego Garcia, East Timor, Gabon, Gambia, Greenland, Guinea, Guinea-Bissau, Kiribati, Korea (North), Latvia, Liberia, Madagascar, Maldives, Mauritania, Monaco, Montenegro, Morocco, Nauru, Niue Island, Papua New Guinea, Sao Tome and Principe, Seychelles, Sierra Leone, Solomon Islands, Somalia, St. Helena, Togolese R., Tokelau, Tonga, Tunisia, Tuvalu, Vanuatu, Wallis and Futuna Islands, Western Samoa, Zimbabwe
Terms and Conditions	Available as an add-on feature to be added to a voice or data plan for individual user Monthly charge provides access to the specified LD rate Charges recur monthly unless otherwise specified. Available during the remainder of the billing cycle and cannot be pro-rated. Rates are applicable to calls originating from Canada to the specified regions Cannot be combined with any TELUS rate plan, add-on, feature, passport or PPU option offering preferred LD rates in these regions or countries

Name	CWE US Roaming - Voice Shared Bundle - 150 min - \$30
Monthly Plan Rate	\$30
Included Minutes	200 shareable U.S. minutes
Terms and Conditions	Available as an add-on to a U.S. Voice or Voice + Data rate plans only. Cannot be combined with any TELUS add-on, feature, passport or PPU option offering preferred voice roaming rates in the U.S. Applies to calls originating in the U.S. and terminating in the U.S. or Canada. Add-On will be made available within 90 days of the Effective Date

Name	CWE US Roaming - Voice Shared Bundle - 650 min - \$50
Monthly Plan Rate	\$50
Included Minutes	700 shareable U.S. minutes
Terms and Conditions	Available as an add-on to a U.S. Voice or Voice + Data rate plans only. Cannot be combined with any TELUS add-on, feature, passport or PPU option offering preferred voice roaming rates in the U.S. Applies to calls originating in the U.S. and terminating in the U.S. or Canada. Add-On will be made available within 90 days of the Effective Date

Name	CWE US Roaming - Voice Shared Bundle - 1200 min - \$75
Monthly Plan Rate	\$75
Included Minutes	1250 shareable U.S. minutes
Terms and Conditions	Available as an add-on to a U.S. Voice or Voice + Data rate plans only. Cannot be combined with any TELUS add-on, feature, passport or PPU option offering preferred voice roaming rates in the U.S. Applies to calls originating in the U.S. and terminating in the U.S. or Canada. Add-On will be made available within 90 days of the Effective Date

Name	CWE US Roaming - Voice Shared Bundle - 2200 min - \$135
Monthly Plan Rate	\$135
Included Minutes	2300 shareable U.S. minutes
Terms and Conditions	Available as an add-on to a U.S. Voice or Voice + Data rate plans only. Cannot be combined with any TELUS add-on, feature, passport or PPU option offering preferred voice roaming rates in the U.S. Applies to calls originating in the U.S. and terminating in the U.S. or Canada. Add-On will be made available within 90 days of the Effective Date

Name	CWE US Roaming - Voice Shared Bundle - 5000 min - \$300
Monthly Plan Rate	\$300
Included Minutes	6000 shareable U.S. minutes
Terms and Conditions	Available as an add-on to a U.S. Voice or Voice + Data rate plans only. Cannot be combined with any TELUS add-on, feature, passport or PPU option offering preferred voice roaming rates in the U.S. Applies to calls originating in the U.S. and terminating in the U.S. or Canada. Add-On will be made available within 90 days of the Effective Date

Name	CWE US Roaming - Voice Shared Bundle - 10,000 min - \$500
Monthly Plan Rate	\$500
Included Minutes	12,000 shareable U.S. minutes
Terms and Conditions	Available as an add-on to a U.S. Voice or Voice + Data rate plans only. Cannot be combined with any TELUS add-on, feature, passport or PPU option offering preferred voice roaming rates in the U.S. Applies to calls originating in the U.S. and terminating in the U.S. or Canada. Add-On will be made available within 90 days of the Effective Date

GLOBAL INTERNATIONAL ROAMING SMS FLEX			
Tier	Included SMS	Applicable charges	Additional usage
Base	0	\$0	Auto move to tier 1
1	250	\$7.50	\$7.50/250 SMS then \$0.50/SMS after 250,000 SMS
Terms and Conditions	<p>Available as an add-on feature only, to be added to a voice or data plan, for individual users. Outbound roaming SMS only. Unlimited incoming SMS are included.</p> <p>\$7.50 charge will apply as soon as the Customer User sends an outgoing SMS while roaming internationally. An additional \$7.50 charge will apply for each additional 250 SMS messages sent or part thereof up to 250,000 SMS. Additional pay per use charges will apply as described.</p> <p>Charges are not pro-rated</p>		

CWE Major Economies International Voice Flex			
Tier	Included Minutes	Applicable charges	Additional usage
Base	0	\$0	\$0.35/minute
CWE Major Economies International Data Flex			
Tier	Data Included	Applicable Charge	Additional Usage
Base	0	\$0	Auto move to tier 1
1*	250MB	\$27*	Auto move to tier 2
2	500MB	\$45	Auto move to tier 3
3	1GB	\$67.50	\$0.25 / MB
Countries Included**:	<p>Aland Island, Albania, Andorra, Anguilla, Antigua & Barbuda, Armenia, Aruba, Australia, Austria, Azerbaijan, Bahamas, Barbados, Belarus, Belgium, Bermuda, Bosnia Herzegovina, British Virgin Islands, Bulgaria, Cayman Islands, China, Croatia, Cyprus, Czech Republic, Denmark, Dominica (Commonwealth Of), Dominican Republic, Estonia, Faroe Islands, Finland, France, France, French Guyana, French West Indies, Georgia, Germany, Gibraltar, Greece, Greenland, Grenada, Guadeloupe, Guernsey, Guyana, Haiti, Hong Kong, Hungary, Iceland, India, Ireland, Isle Of Man, Italy, Jamaica, Japan, Jersey, Korea, Republic Of, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Macau, Macedonia, Malta, Mexico, Moldova, Montenegro, Montserrat, Netherlands, Netherlands Antilles, New Zealand, Norway, Poland, Portugal, Romania, Russia, Saba, San Marino, Serbia, Slovakia, Slovenia, Spain, Sri Lanka, St Kitts & Nevis, St Lucia, St Vincent And The Grenadines, St. Barthelemy, St. Eustatius, St. Maarten, St. Martin, Sweden, Switzerland, Taiwan, Trinidad And Tobago, Turkey, Turks & Caicos Islands, Ukraine, United Kingdom</p>		
Terms and Conditions	<p>Available as an add-on feature only, to be added to a voice or data plan, for individual users.</p> <p>*\$27 charge will apply after the first data consumption within the above mentioned countries. Subscribed device will then have access to up to 250 MB (not shared) data during the remainder of the billing cycle. Additional charges will apply as the subscribed device reaches higher data tiers</p> <p>**Applies to use while in these countries only.</p> <p>Charges are not pro-rated</p> <p>Cannot be combined with any TELUS rate plan, add-on, feature, passport or PPU option offering preferred voice or data roaming rates in these regions or countries</p> <p>Unlimited incoming/received International text messaging (SMS) included. Customer User must be subscribed to Global SMS if Customer User wants to use outgoing text messages. Outgoing SMS is not included in the flex pass and needs to be added in addition to the flex pass.</p> <p>Data is charged by the MB and rounded to the closest 20 KB.</p> <p>Add-On will be made available within 90 days of the Effective Date</p>		

CWE International Voice Flex - Rest of World A			
Tier	Included Minutes	Applicable charges	Additional usage
Base	0	\$0	\$0.60/minute
CWE International Data Flex - Rest of World A			
Tier	Data Included	Applicable Charge	Additional Usage
Base	0	\$0	Auto move to tier 1
1*	100MB	\$27*	Auto move to tier 2
2	400MB	\$67.50	\$0.50 / MB
Countries Included**:	Afghanistan, Argentina, Bahrain, Bangladesh, Belize, Bhutan, Bolivia, Brazil, Cambodia, Chile, Colombia, Cook Islands, Costa Rica, Ecuador, Egypt, El Salvador, Falkland Islands, Fiji, French Polynesia, Guatemala, Honduras, Indonesia, Iraq, Israel, Jordan, Kazakhstan, Kuwait, Kyrgyzstan, Laos, Malaysia, Nepal, Nicaragua, Pakistan, Panama, Papua New Guinea, Paraguay, Peru, Philippines, Qatar, Saudi Arabia, Singapore, South Africa, Tajikistan, Thailand, Tonga, Turkmenistan, United Arab Emirates, Uruguay, Uzbekistan, Vanuatu, Venezuela, Vietnam, Yemen		
Terms and Conditions	<p>Available as an add-on feature only, to be added to a voice or data plan, for individual users.</p> <p>*\$27 charge will apply after the first data consumption within the above mentioned countries. Subscribed device will then have access to up to 100 MB (not shared) data during the remainder of the billing cycle.</p> <p>Additional charges will apply as the subscribed device reaches higher data tiers</p> <p>**Applies to use while in these countries only.</p> <p>Charges are not pro-rated</p> <p>Cannot be combined with any TELUS rate plan, add-on, feature, passport or PPU option offering preferred voice or data roaming rates in these regions or countries</p> <p>Unlimited incoming/received International text messaging (SMS) included. Customer User must be subscribed to Global SMS if Customer User wants to use outgoing text messages. Outgoing SMS is not included in the flex pass and needs to be added in addition to the flex pass.</p> <p>Data is charged by the MB and rounded to the closest 20 KB.</p> <p>Add-On will be made available within 90 days of the Effective Date</p>		

CWE International Voice Flex - Rest of World B			
Tier	Included Minutes	Applicable charges	Additional usage
Base	0	\$0	\$1.95/minute
CWE International Data Flex - Rest of World B			
Tier	Data Included	Applicable Charge	Additional Usage
Base	0	\$0	Auto move to tier 1
1*	20MB	\$45*	Auto move to tier 2
2	60MB	\$90	\$2.50 / MB
Countries Included**:	Algeria, Benin, Botswana, Burkina Faso, Burundi, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo, Democratic Republic Of, Cote D Ivoire, Equatorial Guinea, Gabon, Gambia, Ghana, Guinea, Kenya, Lesotho, Liberia, Libya, Madagascar, Malawi, Mali, Mauritania, Mauritius, Micronesia (Federated States Of), Mongolia, Morocco, Mozambique, Namibia, Niger, Nigeria, Oman, Sultanate Of, Palau, Reunion (La), Rwanda, Republic Of, Samoa, Sao Tome And Principe, Senegal, Seychelles, Sierra Leone, Solomon Islands, St Pierre Et Miquelon, Sudan, Suriname, Swaziland, Tanzania, Timor L'Este, Tunisia, Uganda, Zambia		
Terms and Conditions	<p>Available as an add-on feature only, to be added to a voice or data plan, for individual users.</p> <p>*\$45 charge will apply after the first data consumption within the above mentioned countries. Subscribed device will then have access to up to 20 MB (not shared) data during the remainder of the billing cycle.</p> <p>Additional charges will apply as the subscribed device reaches higher data tiers</p> <p>**Applies to use while in these countries only.</p> <p>Charges are not pro-rated</p> <p>Cannot be combined with any TELUS rate plan, add-on, feature, passport or PPU option offering preferred voice or data roaming rates in these regions or countries</p> <p>Unlimited incoming/received International text messaging (SMS) included. Customer User must be subscribed to Global SMS if Customer User wants to use outgoing text messages. Outgoing SMS is not included in the flex pass and needs to be added in addition to the flex pass.</p> <p>Data is charged by the MB and rounded to the closest 20 KB.</p> <p>Add-On will be made available within 90 days of the Effective Date</p>		

CWE International Voice Flex – Zone 4			
Tier	Included Minutes	Applicable charges	Additional usage
Base	0	\$0	\$3.45/minute
CWE International Data Flex – Zone 4			
Tier	Data Included	Applicable Charge	Additional Usage
Base	0	\$0	Auto move to tier 1
1*	30MB	\$67.50*	\$2.50 / MB
Countries Included**:	Angola, Brunei Darussalam, Cuba, Djibouti (Republic Of), Ethiopia, Lebanon, Maldives, New Caledonia, Togo, Zimbabwe		
Terms and Conditions	<p>Available as an add-on feature only, to be added to a voice or data plan, for individual users.</p> <p>*\$67.50 charge will apply after the first data consumption within the above mentioned countries. Subscribed device will then have access to up to 30 MB (not shared) data during the remainder of the billing cycle. Additional charges will apply as the subscribed device reaches higher data tiers</p> <p>**Applies to use while in these countries only.</p> <p>Charges are not pro-rated</p> <p>Cannot be combined with any TELUS rate plan, add-on, feature, passport or PPU option offering preferred voice or data roaming rates in these regions or countries</p> <p>Unlimited incoming/received International text messaging (SMS) included. Customer User must be subscribed to Global SMS if Customer User wants to use outgoing text messages. Outgoing SMS is not included in the flex pass and needs to be added in addition to the flex pass.</p> <p>Data is charged by the MB and rounded to the closest 20 KB.</p> <p>Add-On will be made available within 90 days of the Effective Date</p>		

5.3.14 Text Feature

Name	\$5 Unlimited MMS Domestic
Monthly Plan Rate	\$5
Included MMS	Unlimited National
Terms and Conditions	Available as an add-on to a voice and/or data rate plan for individual users (non shareable)

Contract #00125131

E. Solution Details

Customer Information		TELUS Representative	
Legal Name ("Customer"):	THE CORPORATION OF THE TOWN OF TECUMSEH	Name:	David Russell
Contact Name:	Shaun Fuerth	Title:	Account Manager
Title:		Phone:	647 684-7825
Billing Address:	917 Lesperance Rd	Email:	David.russell@TELUS.com
City/Province/Postal Code	Tecumseh/ON/N8N1W9		
Phone:	519 735-2184		
Email:	sfuerth@tecumseh.ca		
Services		Agreement Term and Minimum Commitment	
Wireless Voice Service		Agreement Term (Number of Months): 36	
Wireless Data Service		Minimum Commitment (Number of Customer Devices):83	
Tracking Service		Commitment Date: 60 days from Effective Date	
TELUS Hybrid IQ Service			
ESChat Service			
Customer Authorization		TELUS Authorization	
Signature of Authorized Customer Representative		Signature of Authorized TELUS Representative	
Date:		Date:	
Printed Name:		Printed Anne-Marie Charron	
Title:		Title: Dir. Sales	

This Enrollment Agreement is between TELUS and the Customer. The Customer acknowledges that it has read and understands this Enrollment Agreement, and that this Enrollment Agreement includes limitations of TELUS' liability. The Customer and TELUS agree to be bound by the terms and conditions in this Enrollment Agreement.

The Corporation of the Town of Tecumseh

By-Law Number 2020 - 69

Being a by-law to authorize the execution of a Master Services Agreement between The Corporation of the Town of Tecumseh and TELUS Communications Company

Whereas The Corporation of the Town of Tecumseh (Town) and TELUS Communications Company (TELUS) entered into the Corporate Customer Agreement, made as of April 22, 2005, as amended (the “Agreement”);

And Whereas the Town and TELUS entered into a 1st Amendment to the Master Services Agreement, made as of April 10, 2008;

And Whereas the Town and TELUS entered into a 2nd Amendment to the Master Services Agreement, made as of the 1st day of December, 2009 as approved by By-law No. 2010-08 at the February 9, 2010 regular meeting of Council;

And Whereas the Town and TELUS entered into a 3rd Amendment to the Master Services Agreement, made as of the 15th day of September 2011, as approved by By-law No. 2011-77 at the September 27, 2011 regular meeting of Council;

And Whereas the Town and TELUS entered into a 4th Amendment to the Master Services Agreement, made as of the 9th day of September 2014, as approved by By-law No. 2014-70 at the September 9, 2014 regular meeting of Council;

And Whereas the Town and TELUS entered into a 5th Amendment to the Master Services Agreement, made as of the 12th day of September 2017, as approved by By-law No. 2017-67 at the September 12, 2017 regular meeting of Council;

And Whereas the Town and TELUS wish to enter into a further Master Services Agreement providing wireless voice and/or wireless data, information or messaging services to the Town for a 36-month term;

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 the Director Information & Communication Services be and they are hereby authorized and empowered on behalf of The Corporation of the Town of Tecumseh, to execute a Master Services Agreement between The Corporation of the Town of Tecumseh and TELUS Communications Company dated the 10^h day of November, 2020, for the provision of wireless services, a copy of which Master Services Agreement is attached as Schedule 1 hereto and forms part of this by-law and to do such further and other acts which may be necessary to implement the said Master Services Agreement.

2. **And That** this by-law shall come into force and take effect upon on the date of the third and final reading thereof.

Read a first, second, third time and finally passed this 10th day of November, 2020.

Gary McNamara, Mayor

Laura Moy, Clerk



Enrollment Agreement for Corporate Purchasing Group - Wireless Services

A. Description of the Sharing Group

TELUS Communications Inc. ("**TELUS**") provides various wireless services to Connecting Windsor-Essex ("**CWE**"), as set forth in a Corporate Purchasing Group Agreement – Wireless Services entered as of June 22, 2017, as amended from time to time (the "Corporate Purchasing Group Agreement"), and CWE has requested that its members in good standing in Canada (the "**Sharing Group**") have access to the rates and terms for the wireless services. TELUS agrees to provide certain members of CWE an offer for the Services (as such term is defined in Section B of this Enrollment Agreement, as such term is defined below), subject to the terms and conditions of the Corporate Purchasing Group Agreement and this Enrollment Agreement.

The Enrollment Agreement is between TELUS and each member of CWE having executed a Section E – Solution Details (the "**Enrollment Agreement**").

The parties acknowledge and understand that the terms and conditions and rate plans in the Corporate Purchasing Group Agreement (collectively, the "**Corporate Offering**") have been made available to the Customer due to the buying power of CWE and its members as a corporate customer, and are not generally offered to consumers.

By executing this Enrollment Agreement, the Customer accepts the Corporate Offering and the terms and conditions negotiated by CWE on its behalf, and acknowledges that the Wireless Code attached to Telecom Regulatory Policy CRTC 2013-271 does not apply to the Enrollment Agreement or the Customer.

The Corporate Offering is offered to the Customer provided the following eligibility conditions are met:

- (a) The Customer must be a participating member in good standing of Connecting Windsor-Essex,
- (b) The parties must execute this Enrollment Agreement by signing a Section E – Solution Details,
- (c) The Services must be used by the Customer and cannot be resold, and
- (d) The Customer must comply with the terms and conditions in Tariff Item 410, Resale and Sharing of Services (CRTC 21461), as amended from time to time upon the approval of or as directed by the CRTC.

In addition, the Customer must have 16 or more Customer Devices (as such term is defined in Section B) active on the TELUS networks (the "**Enrollment Agreement Minimum**") at all times during the Agreement Term (as such term is defined in Section B). The Customer acknowledges and understands that the Agreement, including but not limited to the Enrollment Agreement Minimum, is subject to change or may be terminated by TELUS, if required in order to comply with any CRTC order, decision or regulatory policy. The Customer further acknowledges and agrees that if the Customer ceases to meet the Enrollment Agreement Minimum during the Agreement Term, whether as a result of failing to maintain the Enrollment Agreement Minimum or as a result of a change to the Enrollment Agreement Minimum threshold in order to comply with any CRTC order, decision or regulatory policy, this Enrollment Agreement may be terminated by TELUS or TELUS may revise the Corporate Offering.

B. General Terms and Conditions

1. Agreement Structure

This Enrollment Agreement is divided into sections, as follows.

- a. Section A, the Description of the Sharing Group, includes a description of the CWE Sharing Group.
- b. Section B, the General Terms and Conditions, includes the general rights and obligations of TELUS and the Customer relating to all of the Services and the Enrollment Agreement.
- c. Section C, the Service Terms and Conditions, includes commercial and service specific terms that apply to the Services and the Rate Plans for these Services.
- d. Section D, the Corporate Offering and Rate Plans, sets out specific Rate Plans that are available to the Customer, the charges for the Services in each Rate Plan, and any special terms and conditions agreed to by TELUS and the Customer.
- e. Section E, the Solution Details, includes specific Customer information, a list of specific Services that the Customer subscribes to and TELUS agrees to provide to the Customer, and the authorization of TELUS and the Customer.

If there is any conflict between the sections, they will take precedence in reverse order to the order listed, and all of these sections take precedence over any documents and web pages referred to in these sections.

2. Definitions

In this Enrollment Agreement:

- a. **"Affiliate"** means any entity controlling, controlled by or under common control with a party, where "control" means the ownership of at least 50% of the equity or beneficial interest of the party or that entity or the right to vote for or appoint a majority of the board of directors or other governing body of the party or that entity,
- b. **"Agreement Term"** is the term of this Enrollment Agreement specified in the Solution Details and further described in subsection 4 of this section,
- c. **"CRTC"** means the Canadian Radio-television and Telecommunications Commission,
- d. **"Customer"** is defined in the Solution Details,
- e. **"Customer Device"** is a wireless telecommunications device owned by the Customer or by a Customer User, and used with the Services, such as a wireless phone, smartphone, Mike® handset, subscriber identity module or "SIM", tablet, PC card or modem,
- f. **"Customer User"** is defined in subsection 7 of this section,
- g. **"Device Balance"** at the point a Customer Device is activated or replaced is the difference between the no-term cost of the device and the amount paid by the Customer for the device at the point of purchase, and decreases in equal monthly increments such that the Device Balance is \$0 at the end of the Device Term,
- h. **"Device Term"** is the period of time, which may extend beyond the Agreement Term, during which the Customer agrees to keep a Customer Device active on the TELUS networks and to pay a deactivation charge if the Customer Device is deactivated from the TELUS networks, and is further described in Section D,
- i. **"Effective Date"** is defined in subsection 4 of this section,
- j. **"Existing Customer Device"** means a Customer Device active on a TELUS network before the Effective Date.
- k. **"Member"** means a participating member in good standing of Connecting Windsor-Essex,
- l. **"Minimum Commitment"** is defined in subsection 6 of this section,
- m. **"Minimum Spend Commitment"** means the minimum amount of fixed monthly charges that must be incurred by a Customer Device as determined by the type of Rate Plan to which a Customer Device is subscribed, as more particularly described in subsection 2 of Section D,
- n. **"New Customer Device"** means a Customer Device activated on a TELUS network on or after the Effective Date and during the Agreement Term,
- o. **"No Term Device"** is defined in subsection 1.1.3 of section D,
- p. **"Rate Plan"** is a set of charges and features for one or more of the Services, including the fixed monthly charge for access to the Service or a feature of the Service, the service features included with the fixed monthly charge, the number of minutes and megabytes included with the fixed monthly charge, and any additional charges that may apply, and **"Add Ons"** are Rate Plans for specific service features that may be added to another Rate Plan,
- q. **"Service"** means any service listed in the Solution Details,
- r. **"Services"** means all of the Services listed in the Solution Details,
- s. **"TELUS"** means TELUS Communications Company,
- t. **"Upgrade"** is defined in subsection 1.2 of Section D,
- u. **"Wireless Data Service"** is a wireless communications service for the receipt and transmission of messages, data and other content and for Internet access, including uploading and downloading information and other content to and from the Internet,
- v. **"Wireless Voice Service"** is a wireless communications service for the receipt and transmission of voice calls and text messages, and
- w. **"Wireless Voice and Data Services"** refers to both Wireless Voice Service and Wireless Data Service.

Other capitalized words and expressions are defined elsewhere in this Enrollment Agreement.

3. Services

TELUS agrees to provide the Customer with the Services.

4. Scope and Agreement Term

This Enrollment Agreement is effective, and the Agreement Term starts, when the Enrollment Agreement is signed by both the Customer and TELUS (the **"Effective Date"**). This Enrollment Agreement remains in effect until the end of the Agreement Term and any extension or renewal, unless terminated earlier. This Enrollment Agreement applies to Services for all Customer Devices active on the TELUS networks before the Effective Date and all Customer Devices activated on the TELUS networks after the Effective Date and during the Agreement Term.

At the end of the Agreement Term, if the Customer has not signed a new agreement with TELUS for wireless communication services, TELUS will continue to provide the Services after the Agreement Term on the terms and conditions in this Enrollment Agreement, except that:

- a. the terms and conditions in Sections C and D relating to the activation of Customer Devices, Airtime Credits, TELUS Investments, or the purchase or upgrade of any devices, including any rates, charges and prices for any new activations, device purchases or upgrades, do not apply,
- b. TELUS may change any of the charges for the Services and any other terms and conditions of this Enrollment Agreement by giving 30 days' advance notice to the Customer,
- c. either TELUS or the Customer may terminate any Service by giving 30 days advance notice to the other, and
- d. if any Customer Device has a Device Term that extends beyond the Agreement Term, subsection 1.1 of Section C continues to apply to that Customer Device until the end of the Device Term despite subparagraph (b) above and without being subject to TELUS' rights regarding the Minimum Commitment, and TELUS shall not terminate the Services for that Customer Device under subparagraph (c) above until after the Device Term.

This Enrollment Agreement does not apply to the sale of any Customer Device, except to the limited extent that certain pricing terms included in this Enrollment Agreement may be made available to the Customer if the Customer does purchase devices from TELUS or an authorized TELUS dealer during the Agreement Term.

5. Charges and Payment

Each month, TELUS will bill the Customer for, and the Customer shall pay, the charges for the Services as specified in this Enrollment Agreement and in the Rate Plan(s) selected by the Customer for each Customer Device, and all government charges and applicable taxes relating to the Services. The billed amount is payable in full, without deduction or set off, by the due date shown on the bill. The Customer shall pay a late payment charge of 3% per month (compounded to 42.58% per year), calculated from the billing date, on any amounts not received by TELUS by the due date shown on the bill. TELUS may change the late payment charge at any time by giving 30 days' advance notice to the Customer.

If not disputed by the Customer within 60 days of the date of the bill, all of the charges or other amounts in a bill will be deemed to be correct.

6. Minimum Commitment

The charges for the Services are based on the Minimum Commitment specified in the Solution Details. The "**Minimum Commitment**" is the number of Customer Devices that must be activated on the TELUS networks by the Commitment Date, and that must remain active on the TELUS networks during the Agreement Term. Only Customer Devices with a Rate Plan listed in Section D count towards the Minimum Commitment. Customer Devices on Vacation Disconnect do not count towards the Minimum Commitment.

If the number of Customer Devices active on the TELUS networks is less than 80% of the Minimum Commitment on or any time after the Commitment Date, TELUS may apply an additional monthly charge of \$2.00 to each Customer Device, on 30 days' advance notice to the Customer.

7. Customer's Users, Affiliates and Representatives

The Services may be used by the directors, officers, employees and contractors of the Customer (the "**Customer's Users**", and individually, a "**Customer User**"). The Customer shall not, without TELUS' advance written consent:

- a. permit persons other than a Customer User to use the Services or activate Services under this Enrollment Agreement,
- b. permit anyone to activate Services under this Enrollment Agreement for devices other than Customer Devices,
- c. resell the Services to or share the Services with any other persons,
- d. provide Internet access or any other feature of the Services to any other persons,
- e. receive a charge or benefit for the use of the Services, or
- f. use the Services for anything other than the Customer's own business use.

Only the Customer representatives listed in a notice from the Customer to TELUS are authorized to activate Services for Customer Devices under this Enrollment Agreement and give instructions to TELUS regarding Services provided to the Customer's Users, including changes to Rate Plans and features, but if the Customer does not give such a notice to TELUS, TELUS may rely on the apparent authority of the Customer's Users to activate Services for Customer Devices under this Enrollment Agreement and give TELUS instructions with respect to their own use of the Services.

8. Use of the Services

The Customer shall use the Services:

- a. in compliance with law, and
- b. in compliance with TELUS' Acceptable Use Policy, published at [telus.com/aup](https://www.telus.com/aup), and with any other policies or rules published by TELUS or directions communicated to the Customer by TELUS.

The Customer shall not:

- a. use the Services for continuous data transmission or broadcasts, automatic data feeds or automated machine to machine connections, or for any other application or purpose that uses excessive network capacity or may otherwise adversely impact other users of TELUS' networks or services,
- b. use the Services to send any message, data or other content that is illegal, defamatory, or violates the rights of other persons,
- c. engage in any activity that could compromise the security of or disrupt or interfere with the Services, any network or computers on the Internet, or that could interfere with the services of any Internet access provider, or copy or change any signalling, identification or transmission function or component of the Services or any Customer Device or equipment used with the Services, including the MIN, ESN, APN, IMEI, IMSI, MSISDN, domain name and other numbers or authentication information, or permit anyone other than an authorized TELUS representative to do so.

9. Other Customer Responsibilities

The Customer is responsible and will be liable to TELUS for:

- a. all access to and use of the Services, including use that breaches this Enrollment Agreement, by any person through the Customer Devices or any other device if the Customer has permitted Services for that device to be activated under this Enrollment Agreement, even if the use is not authorized by the Customer,
- b. all charges for the use of the Services arising from a lost or stolen Customer Device up to the time that the loss or theft is reported to TELUS customer service, and
- c. all loss and liability incurred by TELUS resulting from any claim made against TELUS in connection with the Customer's Devices or access to or use of the Services described in subparagraphs (a) or (b).

The Customer is responsible for any online purchases from another entity made using the Services through the Customer Devices and charged to the Customer's account. TELUS only provides billing services and a means of payment to other entities for online purchases, and TELUS will not be responsible for the product or service provided.

The Customer is responsible for the selection, supply, installation, configuration, maintenance, and security of all Customer Devices, applications, software, data, and services necessary for use or used in conjunction with the Services, including any maintenance and software updates necessary to meet TELUS standards that may apply in order to access and use the Services. TELUS may, at its discretion, change such standards from time to time. The Customer shall only use Customer Devices that are compatible with the Services.

10. Service Limitations and Exclusion of Warranties

Wireless telecommunications are delivered by radio waves and are subject to factors that cannot reasonably be controlled, including environmental conditions, network capacity and equipment limitations, and emergency and public safety requirements. TELUS does not guarantee timely, secure, error-free or uninterrupted Services or receipt of messages, data or content sent through TELUS' networks, the networks of other companies, or the Internet. The Services are provided on an "as is" and "as available" basis. Warranties, representations, and conditions do not apply to the Services and are excluded, to the extent permitted by law.

To maintain or improve the Services or for other business reasons, TELUS may make changes to TELUS' networks and other facilities, and may suspend, restrict, or modify the Services without notice to the Customer. TELUS may terminate a Service, or any part of a Service using unique network facilities or infrastructure, by giving at least six months' advance notice to the Customer if:

- a. TELUS is ceasing to operate the network facilities or infrastructure used to provide the Service or part of a Service, or
- b. TELUS is ceasing to provide the same service generally to its customers.

If TELUS terminates a Service or any part of a Service under this subsection and does not make an alternate service with substantially similar functionality available to the Customer on terms that include a promotional incentive to use the alternate service, the Customer will not be required to pay any deactivation, cancellation, or termination charges or any amounts for credit and investment returns as a result of the termination of the Service or any part of it, despite any other provision of this Enrollment Agreement.

11. Numbers

Subject to the Customer's right to port a number to another carrier, the Customer does not own or have any property rights in any phone number, IP address, domain name, e-mail address or any other identifier assigned to the Customer for use with the Services, TELUS may change any such identifiers, without liability, by giving advance notice to the Customer.

12. Coverage Areas and Roaming

The Services are provided within TELUS' coverage areas, which include most populated areas in Canada. Outside of Canada, TELUS provides access to roaming service provided by other service providers. TELUS' coverage areas and roaming coverage areas depend on the availability of network facilities and may change from time to time without notice.

When a Customer User or any person using a Customer Device is roaming outside of Canada, the Customer is responsible for all applicable roaming charges, and is subject to the terms and conditions of service (including limitations of liability) imposed by the service provider providing the roaming services. U.S roaming charges and international roaming Packages are in Section D. Other international roaming charges in effect from time to time are published at telusmobility.com. The Customer is not responsible for roaming charges that are not billed within 180 days from the date the roaming charges were incurred.

13. Monitoring and Network Management

TELUS has the right, but not the obligation, to monitor or log any TELUS Internet site or use of the Services when required by law or by a court or other lawful authority, or when necessary to enhance operating efficiencies and to protect TELUS and its customers from spam, malicious content and other unlawful activity. TELUS has the right to remove or block access to any Internet capability or data available or transmitted through the Services that TELUS, at its discretion, determines to be in breach of this Enrollment Agreement.

TELUS monitors its networks to keep them running continuously. However, TELUS may temporarily suspend or restrict the Services to maintain, restore or repair a TELUS network. Also, to ensure fair network access to all users, TELUS may manage network resources using methods including:

- a. allocating bandwidth, which may limit the availability or speed of data service,
- b. filtering for spam and malicious content, which may occasionally result in unintended blocking of inoffensive content, and
- c. restricting the network access available to specific transmission protocols.

A description of TELUS' network management practices is available at mobility.telus.com/optimization.

14. Limitation of TELUS' Liability

TELUS is not responsible for and will not be liable to the Customer for:

- a. libel, slander, defamation or the infringement of copyright arising from material or messages transmitted from the Customer's property or premises or recorded by the Customer Devices or other equipment or TELUS' equipment;
- b. damages arising from any act, default, omission, or negligence of the Customer, the Customer's Users or any other person in relation to the use or operation of Customer Devices or equipment provided by TELUS,
- c. damages arising from the transmission of material or messages over TELUS' networks on behalf of the Customer or the Customer's Users, which is in any way unlawful,
- d. any act, omission or negligence of other entities or communications systems in relation to the provision of the Services, when the facilities of such other entities or communications systems are used to establish connections to or from facilities and equipment controlled by the Customer, or
- e. in relation to content, applications, products, or services provided by other persons or entities accessed or used by the Customer or the Customer's Users when using the Services.

TELUS will not be liable to the Customer for any loss of profits or business, failure to realize expected savings, loss of or damage to messages, data or content, loss of good will or reputation, or for any consequential or indirect damages, arising from or relating to the Services or this Enrollment Agreement. This exclusion applies even if TELUS could reasonably foresee or has been advised of the possibility of such losses, failure, or damages. Except as provided below with respect to the provision of emergency services on a mandatory basis, TELUS' entire liability for all claims arising from or relating to the Services or this Enrollment Agreement is limited to an amount equal to one month of charges paid by the Customer, calculated as an average over the three month period immediately preceding the first event that gave rise to any claim by the Customer against TELUS arising from or relating to the Services or this Enrollment Agreement.

TELUS' liability for negligence relating to the provision of emergency services on a mandatory basis, except in cases where negligence on the part of TELUS results in physical injury, death or damage to the Customer's property or premises, is limited to the greater of twenty dollars and three times the amount the Customer would otherwise be entitled to receive as a refund for the provision of defective Services under this Enrollment Agreement.

The exclusions and limitations of liability in this subsection:

- a. apply whether the claims were made in contract, tort (including negligence), statute, or otherwise,
- b. extend to the benefit of third party providers of audio or audiovisual programming services delivered to a Customer Device through the Services, and

- c. do not apply in cases of deliberate fault, gross negligence, anti-competitive conduct, or breach of contract resulting from gross negligence, on the part of TELUS in the provision of mandatory emergency service to the Customer.

15. Deactivation and Termination

TELUS may restrict or suspend some or all of the Services, or terminate this Enrollment Agreement and deactivate all of the Customer Devices from the TELUS networks, by giving notice to the Customer, if the Customer:

- a. breaches any provision of this Enrollment Agreement and does not remedy the breach within 10 days after receiving notice of the breach, or
- b. has a receiver or trustee in bankruptcy appointed for it, is the subject of bankruptcy, receivership, or liquidation proceedings that continue for 30 days, makes an assignment or takes other action for the benefit of its creditors, or is wound up or dissolved.

If Services are restricted or suspended and the reason for the restriction or suspension continues for 30 days from the date notice of the restriction or suspension was given to the Customer, TELUS may terminate this Enrollment Agreement and deactivate all of the Customer Devices from the TELUS networks, by giving notice to the Customer.

On the deactivation of any Customer Device before the end of the Device Term for any reason, including a request by the Customer to port a number to another carrier, or on any termination of the Enrollment Agreement before the end of the Agreement Term, the Customer shall pay TELUS (notwithstanding Article 2129 of the Civil Code of Quebec if Customer is subject to the laws of the province of Quebec):

- a. all outstanding charges for the Services up to the termination or deactivation date (including all the charges for the full billing cycle during which the termination or the deactivation occurs), and
- b. all deactivation, cancellation, and termination charges and all amounts payable for credit and investment returns in Sections C and D

Deactivation, cancellation, and termination charges and credit and investment returns are liquidated damages. The Customer acknowledges that such charges and amounts are a pre-estimate of the damages TELUS will sustain as a result of the early deactivation of the Customer Device, and are not a penalty.

16. Confidentiality of Customer Information

In relation to all telecommunications services provided by TELUS, unless the Customer provides express consent or disclosure is pursuant to a legal power, all information kept by TELUS regarding the Customer, other than the Customer's name, address and listed telephone number, is confidential and may not be disclosed by TELUS to anyone other than:

- a. the Customer or a person who in the reasonable judgement of TELUS is seeking the information as an agent of the Customer,
- b. another telecommunications company provided the information is required for the efficient and cost-effective provision of telecommunications service and the disclosure is made on a confidential basis with the information to be used only for that purpose,
- c. a company involved in supplying the Customer with telecommunications or telephone directory related services, provided the information is required for that purpose and disclosure is made on a confidential basis with the information to be used only for that purpose,
- d. an agent retained by TELUS to evaluate the Customer's credit or collect the Customer's account, provided the information is required for and is to be used only for that purpose,
- e. a public authority or agent of a public authority, if in the reasonable judgement of TELUS it appears that there is imminent danger to life or property which could be avoided or minimized by disclosure of the information,
- f. a public authority or agent of a public authority, for emergency public alerting purposes, if a public authority has determined that there is an imminent or unfolding danger that threatens the life, health or security of an individual and that the danger could be avoided or minimized by disclosure of information,
- g. an Affiliate involved in supplying the Customer with telecommunications and/or broadcasting services, provided the information is required for that purpose and disclosure is made on a confidential basis with the information to be used only for that purpose, or
- h. a law enforcement agency if TELUS reasonably believes that the Customer or anyone using a Customer Device is engaged in fraudulent or unlawful activities against TELUS.

Express consent may be taken to be given by the Customer where the Customer provides: written consent; oral confirmation verified by an independent third party; electronic confirmation through the use of a toll-free number; electronic confirmation via the Internet; oral consent where an audio recording of the consent is retained by TELUS; or consent through other methods, as long as an objective documented record of the Customer consent is created by the Customer or by an independent third party.

The Customer consents to:

- a. the exchange of credit information with credit agencies and with TELUS Affiliates, including disclosure of information about the Customer's payment history with TELUS and obtaining information about the Customer's credit history,

- b. the presentation of its caller identification information when using the Services,
- c. the disclosure of Customer information to persons providing services to TELUS, for the purpose of providing the Services to the Customer, and
- d. the exchange of account and usage information with TELUS Affiliates or dealers, for the purpose of providing the Services to the Customer or offering related products and services to the Customer

17. Confidentiality of TELUS Information

This Enrollment Agreement, all information provided by TELUS to the Customer in connection with the Services or this Enrollment Agreement, including communications between the Customer and TELUS in connection with the negotiation of this Enrollment Agreement, the charges for the Services, and all bills sent to the Customer are confidential information of TELUS. The Customer shall not disclose any TELUS confidential information to any person other than the directors, officers, and employees of the Customer without the advance written consent of TELUS and without obtaining legally binding commitments from the person receiving the information restricting any further disclosure and protecting the confidentiality of the information. The Customer shall only use TELUS confidential information to exercise its rights or perform its obligations under this Enrollment Agreement.

The obligations in this subsection do not apply to information required to be disclosed by law or by a court or other lawful authority, provided that the Customer promptly notifies TELUS of the requirement to disclose and cooperates with TELUS to limit or avoid such disclosure by any lawful means.

The obligations in this subsection will survive the expiration or termination of this Enrollment Agreement for a period of three years.

18. Mediation and Arbitration

TELUS and the Customer shall use mediation and arbitration to resolve disputes between them arising from or relating to the Services or this Enrollment Agreement, including disputes arising from or relating to any Customer Device, sales materials or advertising relating to a Customer Device or the Services or relationships with other persons arising through use of the Service, whether the dispute is based in contract, tort (including negligence), statute, or otherwise. If the business representatives of the parties have not been able to resolve any such dispute, in order to proceed with the dispute a party must submit the dispute to private and confidential mediation before a single mediator. If the dispute is not resolved after mediation, in order to proceed with the dispute a party must submit the dispute to private and confidential arbitration before a single arbitrator. Mediation and any arbitration will take place in the city and province in the Customer's billing address in the Solution Details under the rules of the ADR Institute of Canada, including its rules as to initiation and submission of a dispute to mediation and arbitration, appointment of the mediator and any arbitrator, and responsibility for the fees and expenses arising from or relating to mediation and arbitration.

An arbitration decision will be final and binding on the parties, and the parties will have no rights of appeal. The decision may be enforced by court proceedings.

This subsection does not apply to the collection of any amounts owing to TELUS or any injunction application, except that in the case of an injunction application, the parties shall use mediation and arbitration to resolve the dispute that led to the application. The Customer waives any right it may have to start or participate in, and agrees to opt out of, any class action against TELUS arising from or relating to the Services or this Enrollment Agreement. Nothing in this subsection restricts or intends to restrict the rights or powers of any administrative authority with jurisdiction over TELUS or the Services.

19. General

Interpretation. The headings in this Enrollment Agreement do not affect the interpretation of any provision of this Enrollment Agreement. All dollar amounts in this Enrollment Agreement refer to Canadian currency. The words "including" and "includes" mean "including without limitation" and "includes without limitation".

Assignment. The Customer shall not assign this Enrollment Agreement or any part of it without the advance written consent of TELUS. TELUS may withhold its consent to a proposed assignment by the Customer to a person who is in the business of providing information, communications or technology products or services, including telecommunications or telecommunications-related products or services. TELUS may assign or subcontract all or any part of its rights and obligations under this Enrollment Agreement or the Services without notice to or consent of the Customer. This Enrollment Agreement enures to the benefit of and binds the successors and permitted assigns of TELUS and the Customer.

Relationship. This Enrollment Agreement does not create or imply any agency, partnership, or other joint relationship between the parties, and does not authorize either party to bind or obligate the other in any way.

Force Majeure. TELUS is not responsible for the performance of, or in default of, any obligation or provision of this Agreement if delayed, hindered or prevented by labour disruptions, failure of the networks of other companies, casualties, civil disturbances, law, order of a court or other lawful authority, acts of civil or military authorities, terrorism, accidents, fires, epidemics, natural disasters, or other catastrophes or events beyond TELUS' reasonable control.

Severability. If any part of this Enrollment Agreement is void, prohibited or unenforceable, this Enrollment Agreement is to be construed as if that part had never been part of the Enrollment Agreement.

No Waiver. The failure of the Customer or TELUS to exercise any right under this Enrollment Agreement, or to insist upon strict or full performance of the obligations under this Enrollment Agreement, does not constitute a waiver or relinquishment of any provision of this Enrollment Agreement. To bind a party, any such waiver must be express and in writing signed by that party. The rights of the parties under this Enrollment Agreement are cumulative and not alternative.

Survival. Provisions of this Enrollment Agreement that expressly or by their nature extend beyond the termination of this Enrollment Agreement survive any termination of this Enrollment Agreement.

Law. If any provision of this Enrollment Agreement is prohibited by or contravenes any CRTC order or decision, that provision applies only to the extent permitted by the order or decision. TELUS may change any terms and conditions of this Enrollment Agreement, by giving 30 days advance notice to the Customer, to comply with any CRTC order or decision or when otherwise required by law or by a court or other lawful authority. TELUS and the Customer shall comply with all laws applicable to the exercise of their rights and performance of their obligations under this Enrollment Agreement. This Enrollment Agreement is subject to and is to be interpreted in accordance with the federal law of Canada and the laws of the province in the Customer's billing address in the Solution Details, without regard to that province's choice of law rules. Venue and jurisdiction will be in that province.

Notices. Unless explicitly provided otherwise in this Enrollment Agreement, to be effective, notices under this Enrollment Agreement and notices of and requests for mediation and arbitration must be given in writing to the other party's notice address by commercial courier with proof of delivery, fax, personal delivery, email or registered mail. The Customer's notice address, email and fax number are its billing address and fax number in the Solution Details. TELUS' notice address and fax number for any notice of or request for mediation or arbitration is 3777 Kingsway, 5th Floor, Burnaby B.C. V5H 3Z7, 604 – 435 – 5650, and for all other notices is 25 York Street, 24th Floor, Toronto ON M5J 2V5, Attention: Manager, Wireless Offer House, TELUS Business Solutions. Notices and requests delivered personally, by email, or by commercial courier or fax will be deemed to have been received on the day of delivery. Notices and requests sent by registered mail will be deemed to have been received four days (excluding Saturdays, Sundays and statutory holidays) after the date of mailing.

Entire Agreement. Any terms and conditions in a purchase order or other similar document issued by the Customer in relation to any Services that are different from or in addition to those in this Enrollment Agreement do not bind and are rejected by TELUS. This Enrollment Agreement forms the entire agreement between the Customer and TELUS, and supersedes all written and oral communications and agreements between them, concerning the Services made before this Enrollment Agreement came into effect. Changes to this Enrollment Agreement must be agreed to in writing and signed by parties to be effective, except as stated elsewhere in this Enrollment Agreement.

Language. The parties acknowledge that they have expressly required that the present contract and all related documents be drafted in the English language. Les parties reconnaissent avoir expressément exigé que le présent contrat et tous les documents connexes soient rédigés en langue anglaise.

C. Service Terms and Conditions

1. Wireless Voice and Data Services

The Service Terms and Conditions in this subsection apply to the Wireless Voice and Data Services provided to the Customer.

1.1 Rate Plans

The Customer shall subscribe to a Rate Plan in Section D, and may subscribe to additional optional Rate Plans, for each Customer Device active on the TELUS networks. TELUS Rate Plans are designed for Wireless Voice Service ("**Voice Plans**"), for Wireless Data Service ("**Data Plans**"), or for Wireless Voice and Data Services ("**Voice and Data Plans**"). If the Rate Plan or Rate Plans subscribed to do not include a service or feature for which a Customer Device is actually used, the Customer shall pay for the use of the service or feature at TELUS' standard pay-per-use charges in effect at the time of use. The Customer shall, during the Device Term, subscribe to a Voice and Data Plan for each Customer Device that is a smartphone.

Unless stated otherwise in Section D, the Customer may subscribe to the Rate Plans in this Enrollment Agreement as of the Effective Date. The Customer must request that the Rate Plans applicable to each Existing Customer Device be changed to a Rate Plan in Section D by the Commitment Date for those devices to be counted towards the Minimum Commitment. After receiving a written request from Customer, TELUS will migrate the Customer's devices to the new Rate Plans. The length of time required to complete the migration will depend on the number of devices changing rate plans.

Subject to TELUS' rights regarding the Minimum Commitment in subsection 6 of Section B, during the Agreement Term and during the Device Term applicable to each Customer Device, TELUS shall not change the basic monthly charge in any Rate Plan (including any Add on or Package) or the number of minutes, amount of data, or features included in the basic monthly charge. TELUS may change other charges, apply additional charges, or do both provided that:

- a. TELUS communicates the change or additional charge to the Customer at least 30 days in advance by email to the Customer's email address in the Solution Details, by a message on a bill sent to the Customer, or by other written communication sent to the Customer's billing address, and
- b. the change or additional charge applies generally to TELUS corporate customers using the same service.

The basic monthly charge in a Rate Plan is the fixed monthly charge that provides access to the Service, and in an Add-on or Package is the fixed monthly charge that provides access to the feature. The basic monthly charge does not include additional charges in a Rate Plan for any features not included in the basic monthly charge, any E911 charges, any SAF (if applicable), any taxes, government charges, or any other charges.

TELUS offers Enhanced 911 with the Wireless Voice Service. See details at <http://www.telus.com/e911>. A monthly Enhanced 911 access charge ("**E911 charge**") will apply to a Customer Device if specified in Section D for the Rate Plan subscribed to for that Customer Device. The amount of the E911 charge, as at the Effective Date, is specified in Section D, but the amount of the E911 charge may change without notice to the Customer. Additional 911 access charges will apply to Customer Devices billed in provinces with legislation imposing 911 access charges and requiring TELUS to collect the charges on behalf of the provincial government.

1.2 Charges on Deactivation

The deactivation charge payable for each Customer Device deactivated before the end of the associated Device Term is equal to the sum of: (i) the outstanding Device Balance; (ii) the charge payable by the Customer for return of any Airtime Credit as described in Section D plus (iii) a charge of \$100.

1.3 Account Management Portal

TELUS may provide the Customer with tools, through a web-based portal, to assist the Customer with managing its account with TELUS and the use of the Services. The Customer shall maintain the confidentiality of all log-in names and passwords used to access the Customer's account through this portal and is responsible for all use of the portal by anyone using those log-in names and passwords. TELUS may, at its discretion and without any liability, change or delete any part of the portal or the tools available through it, or suspend or revoke the Customer's access to the portal to prevent any improper use of or unauthorized access to the portal.

1.4 Changes

During the Agreement Term and any Device Term, the Customer may change the Rate Plan applicable to a Customer Device as long as the fixed monthly charge of the new Rate Plan is equal to or greater than the applicable Minimum Spend Commitment.

The Customer may change the Rate Plan applicable to a Customer Device to a Rate Plan with a fixed monthly charge lower than the applicable Minimum Spend Commitment, as long as the Customer pays TELUS: (i) the outstanding Device Balance at the time of the change and (ii) the charge payable by the Customer for return of any Airtime Credit as described in Section D, as if such Customer Device has been deactivated before the end of the associated Device Term at the time of the change.

If a Customer changes a Rate Plan or makes any other changes to the Services that are not documented by TELUS in an amendment to this Enrollment Agreement at the time of the change, the Customer's use of the Services after such changes are made shall be governed by this Enrollment Agreement. Payment by the Customer of the charges billed after such changes are made shall constitute the Customer's acceptance of any change to the charges resulting from such changes.

1.5 TELUS Wi-Fi Service

Wireless Data Service include access to TELUS Wi-Fi service, which provides wi-fi Internet access through TELUS' wireless network access points at various locations. The terms and conditions in this Enrollment Agreement apply to use of the TELUS Wi-Fi service by any Customer User, and take precedence over any other service terms that may apply to the use of the TELUS Wi-Fi service, in the event of any conflict.

1.6 Customer Responsibility for Data

The Customer is solely responsible for all information, data, software or other material or content transmitted, stored or received by the Customer using the Services ("**Customer's Content**"). TELUS exercises no control whatsoever over the content, accuracy or quality of any Customer's Content. TELUS is not responsible for detecting errors or anomalies or for recreating or re-transmitting data.

2. Tracking Service

The Service Terms and Conditions in this subsection apply to the Tracking Service provided to the Customer.

2.1 General Service Description

Tracking Service provide the Customer with specialized hardware, software, services and support (the "**Tracking Solution**") used in conjunction with Wireless Data Service to enable the Customer to track, locate, dispatch or alert the Customer's workers, vehicles, or other

assets. Specific features of the Tracking Solution provided to the Customer are set out in Section D, Corporate Rate Plans. The Tracking Solution is developed, manufactured and supported by TELUS' suppliers, and use of the Tracking Solution by the Customer is deemed to be acceptance of the supplier's terms and conditions of use or software license or both.

2.2 Charges

The Rate Plan selected by the Customer for the Tracking Service includes charges for the Tracking Solution and for the Wireless Data Service used in conjunction with the Tracking Solution. Additional one-time charges for installation of the Tracking Solution may apply.

2.3 Exclusion

TELUS makes no warranties, representations or conditions of any nature relating to the Tracking Service.

3. TELUS Hybrid IQ Service

The Service Terms and Conditions in this subsection apply to the TELUS Hybrid IQ Service provided to the Customer.

3.1 Description of the TELUS Hybrid IQ Service

The TELUS Hybrid IQ Service is a hosted platform that may be used by the Customer solely for the management of the Customer's mobility services. The TELUS Hybrid IQ Service includes the following platform applications ("**Platform Apps**"): account control, usage visibility on-demand and analytics reports. Portions of the TELUS Hybrid IQ Service are provided to TELUS by its third party vendor, Jasper Technologies LLC ("**Jasper**"), which is a subsidiary of Cisco Systems, Inc. The Platform Apps may be renamed, consolidated or updated from time to time at the discretion of Jasper and/or TELUS and without notice, and the Platform Apps' features are subject to Jasper's and/or TELUS' specifications and documentation, which may also be updated from time to time at their discretion and without notice.

The Customer shall only have access to the "**Manage**" portion of TELUS IQ, i.e., the Services, Assets, Employees, Automation, Analytics and Accounts functions. The Customer will not have access to the following portions of TELUS IQ through the TELUS Hybrid IQ Service:

- (a) The "**Buy**" portion;
- (b) The "**Device Order**" report and "**Accessory Order**" report in the "Analytics" tab; and
- (c) Non-subsidized or BYOD Customer Devices will not be listed in the "Assets" tab if the IMEI (International Mobile Equipment Identity) was not uploaded.

All procurement of Customer Devices and device-related services, such as activation, renewal and device management (repair, warranty, spare pool management, etc.), shall (continue to) be provided to the Customer by TELUS or an authorized TELUS dealer.

3.2 Customer Responsibilities

To subscribe to, and take advantage of, the Corporate Offering and Rate Plans in Section D hereof, the Customer must use the TELUS Hybrid IQ Service to manage Customer Devices.

As a condition to accessing and using the TELUS Hybrid IQ Service, the Customer covenants that it will:

- a. if and to the extent required, obtain the consent of each Customer User prior to porting such Customer User's phone number(s) to TELUS, and upon TELUS' request, it will also provide confirmation to TELUS that it has obtained such consent(s);
- b. provide, at the Customer's sole cost and expense, all workstations, data services and network connectivity required for the Customer to access and use the TELUS Hybrid IQ Service with the Customer's own devices and applications;
- c. comply with any and all security, registration, access and use requirements imposed by TELUS or Jasper;
- d. prevent unauthorized access to, or use of, the TELUS Hybrid IQ Service, and notify TELUS immediately of any unauthorized access or use of which the Customer becomes aware;
- e. provide technical support to its Customer Users; and
- f. comply with all applicable laws when using the TELUS Hybrid IQ Service.

3.3 Usage Guidelines

Customer will comply with, and will ensure that its Customer Users comply with, the Usage Guidelines published at <http://business.telus.com/en/business/mobile-management>, as the same may be amended by TELUS or Jasper from time to time (the "**Usage Guidelines**"). TELUS may suspend the provision of the TELUS Hybrid IQ Service in the event of an actual, threatened or suspected violation of the Usage Guidelines by the Customer or a Customer User, and TELUS shall give the Customer notice of such suspension as soon as reasonably practical (except in the case of an emergency).

3.4 Customer Information

The Customer consents to, and shall obtain any and all necessary consents from its Customer Users to, TELUS' disclosure to Jasper and Jasper's agents of certain information about the Customer and the Customer Users for the purposes of providing the TELUS Hybrid IQ Service, including, without limitation, the Customer's name, address, business account number ("**BAN**") and invoice file, the Customer administrator's name and email, and the Customer's Users' phone numbers, rate plans, features and respective usage.

3.5 Exclusions of Warranties

The Customer acknowledges that portions of the TELUS Hybrid IQ Service are provided by Jasper, a third party provider. The TELUS Hybrid IQ Service is not guaranteed or warranted as uninterrupted or error free, and it may be temporarily unavailable for maintenance or causes beyond TELUS' or Jasper's control.

TELUS reserves the right to terminate the TELUS Hybrid IQ Service at its discretion at any time during the Agreement Term, provided that it provides the Customer with an alternative solution to the TELUS Hybrid IQ Service.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, TELUS MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. TELUS HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

4. ESChat Service

The Service Terms and Conditions in this subsection apply to the ESChat Service provided by TELUS to the Customer.

4.1 Definitions

"End User Data" means any data related to Customer's Users available in connection with the ESChat Service whether personally identifiable to such Customer User or not, regardless of type, amount or nature of information or the means by which it is obtained.

"ESChat Provider" means TELUS or a third-party provider of the ESChat Service.

4.2 Service Description

ESChat service is a push-to-talk «SaaS» solution that includes AES-256 encrypted «push to talk» (PTT) voice and multimedia (text and image) messaging (the **"ESChat Service"**). ESChat Service also provides live and historical (bread crumb) tracking and mapping

ESChat Service allows Customer Users to communicate on a 1:1 ad hoc and group basis. ESChat provides distinct talk group types customized to fill a particular mission. Talk groups range from the basic «Nextel» type group, to, without limitation, groups for surveillance, command, dispatch, unicast, emergency broadcast.

The Customer will manage the ESChat Service using a web based administrative portal (WBAP). All WBAP configurations will be sent to the ESChat Service Customer Devices over the air (OTA). The ESChat Service includes an application for: i) Android smartphones and tablets; ii) iPhone, iPad and iPod devices; and iii) personal computers running Microsoft Windows 7, Windows 8 or Windows 10.

TELUS reserves the right to change the ESChat Service's functionality and/or third party provider at its discretion at any time during the Agreement Term. The Customer acknowledges that any change in the third party provider may also result in modification of the ESChat Service.

4.3 TELUS Responsibilities

TELUS is responsible for the following activities related to the implementation of the ESChat Service:

- a. Setup Customer account on ESChat portal;
- b. Purchase licenses on behalf of the Customer;
- c. Initial setup of talk groups as per Customer specifications;
- d. Provision, stage and kit Customer Devices (when applicable); and
- e. Ship Customer Devices to Customer (when applicable).

4.4 Support

TELUS will provide support via email and/or telephone to the ESChat account administrator(s) designated by the Customer. TELUS will not provide Customer Users support for the ESChat Service.

TELUS will provide troubleshooting support to a designated Customer administrator. This includes troubleshooting methods such as verifying data connectivity issues, resolving username and password problems, uninstalling/reinstalling ESChat Service, verification of proper device and software setup, and assistance with navigating around application menus. If unable to resolve the issue, TELUS will forward a trouble ticket with all relevant information to the ESChat Provider who will communicate with the Customer to provide level 3 support on the reported unresolved incidents or problems with the ESChat Service.

4.5 Service Exclusions

Unless expressly stipulated herein, TELUS does not provide any other service, and is not responsible for day-to-day management of Customer ESChat Service profile, management of licenses and other activities related to day to day management of the ESChat Service.

4.6 Customer Responsibilities

As a condition to accessing and using the ESChat Service, the Customer covenants that it will:

- a. designate an account administrator that will be the single point of contact for the ESChat Service;
- b. register with the ESChat provider and ensure that the Customer's Users are assigned a unique user name and password to access the ESChat Service;
- c. provide, at the Customer's sole cost and expense, all workstations, data services and network connectivity required for the Customer to access and use the ESChat Service with the Customer's own devices and applications;
- d. comply with any and all security, registration, access and use requirements communicated by TELUS ;
- e. provide the first level of technical support to Customer Users;
- f. comply with all applicable laws when using the ESChat Service;
- g. immediately notify TELUS of any unauthorized use of the Customer's account or the ESChat Service or of any other breach of security, and shall provide reasonable assistance to TELUS, as requested, to stop and/or remedy any breach of security;
- h. not do or attempt to do, or knowingly permit any of the Customer's Users to do or attempt to do, any of the following: (i) possess, download or copy the ESChat Service or copy the user guides for the use of the ESChat Service; (ii) view, read, access or print any of the source code or object code; (iii) modify, port, adapt or create derivative works of the ESChat Service; (iv) reverse compile, reverse assemble or disassemble the source code or object code or other runtime objects or files related to the ESChat Service or otherwise reverse engineer, modify or copy the look and feel, functionality or user interface of any portion of the ESChat Service; (v) rent, lease, distribute (or redistribute), or license, provide or otherwise make available the ESChat Service, in any form, to any third party, other than Customer's Users (including in any service bureau or similar environment); (vi) share access to the ESChat Service with third parties other than Customer's Users; (vii) create any "links" to or "frame" or "mirror of the ESChat Service or any portion thereof; (viii) defeat, disable or circumvent any protection mechanism related to the ESChat Service; and
- i. not violate or attempt to violate the security of the ESChat Provider's networks or servers, including (i) access data not intended for Customer or log into a server or account which Customer is not authorized to access; (ii) attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper written request and authorization; or (iii) knowingly interfere with service to any of the ESChat Provider's other users, host or network, including by means of intentionally submitting a virus, overloading, flooding, spamming, mail bombing or crashing.

4.7 Customization

Additional services and customizations to the ESChat Service are available at additional cost to the Customer. If the Customer requests customization to the ESChat Service, the customizations will be more specifically described in a statement of work that will be prepared by TELUS and approved by the Customer, and that will set out the additional charges payable by the Customer and detailed specifications for the ESChat Service, and may include other requirements or responsibilities of either TELUS or the Customer in relation to such ESChat Service. When approved and signed by TELUS and the Customer, the statement of work will form part of this Agreement.

4.8 Charges

ESChat Service will be charged as a fixed monthly charge for each Customer User requiring an ESChat Service license. TELUS will also charge any additional one-time charges set out in a related statement of work.

4.9 Consent to Share End User Data to the ESChat Provider

The Customer agrees that the records referred to under subsection 18 Privacy of Section B include the account and usage information of the Customer and the End User Data provided to the ESChat Provider for the purposes of providing the ESChat Service and that the consent obtained from Customer Users extends to those documents and to the ESChat Provider, as applicable.

4.10 Exclusions of Warranties

The Customer acknowledges that portions of the ESChat Service are provided by a third party provider and that the limitation of liability under the Agreement extend to the ESChat Provider, as applicable. The Customer acknowledges that ESChat Service may be temporarily unavailable, including for maintenance or causes beyond TELUS' control or of the ESChat Provider.

D. Corporate Offering and Rate Plans

1. Device Term and Hardware Promotions

1.1. Device Term

1.1.1 New Customer Devices

The Device Term for a New Customer Device, other than a No Term Device described in subsection 1.1.3 of this Section D, is equal to 36 months, starts on the date of activation, and extends beyond the Agreement Term.

1.1.2 Existing Customer Devices

The Device Term for an Existing Customer Device, whether the Customer Device was a new device or a replacement or upgraded device, is the remainder of the initial Device Term assigned to the Customer Device on the date of activation.

1.1.3 No Term Devices

The following Customer Devices do not have a Device Term and are referred to herein as “No Term Devices”:

- a. Any Customer Device purchased at the full no-term price from TELUS or a TELUS dealer without a credit (including an Airtime Credit), subsidy, or discount from TELUS, except when subscribed to a Rate Plan that specifies a Device Term;
- b. Any Customer Device that was not purchased from TELUS or a TELUS dealer and was activated or renewed on the TELUS network without an Airtime Credit or other credit or payment; and
- c. Any Customer Device where the applicable Device Term has expired or the Customer has paid all applicable charges in accordance with Section C.

The Device Balance for No Term Devices is \$0.

1.2 Upgrades

An “Upgrade” is the replacement of a Customer Device with a new device from TELUS.

The Customer may Upgrade a Customer Device at any time, subject to the following terms:

- a. the Customer will pay to TELUS the outstanding Device Balance for the Customer Device being replaced,
- b. a new Device Balance will be calculated for the replacement device, and
- c. a new Device Term of 36 months will apply to the replacement device starting on the date the replacement device is activated and may extend beyond the Agreement Term.

1.3 Technology Refresh Program

TELUS will not require payment of the Device Balance for each Customer Device Upgraded on or after the 24th month of the Device Term that applies to the Customer Device, on the following terms:

- a. the price of the replacement device will be TELUS' then-current price for that device on a 36 month Device Term or any promotional price specified in the applicable rate plan,
- b. No Term Devices, tablets, Mike devices, Customer Devices on Vacation Disconnect, Smart Hub devices, and global positioning system devices cannot be replaced under this subsection,
- c. a new Device Balance will be calculated for the replacement device, and
- d. a new Device Term of 36 months will apply to the replacement device starting on the date the replacement device is activated, and may extend beyond the Agreement Term.

1.4 Hardware Float

The Customer qualifies for hardware float (“**Hardware Float**”), as described in the grid below, based on the number of Customer Devices active on the TELUS networks at the date specified in the grid below. TELUS will not require payment of the Device Balance for each Customer Device Upgraded with Hardware Float. During the specified periods, the Customer may Upgrade the number of Customer Devices specified as the Hardware Float with new devices from TELUS at the Hardware Float Price. Hardware Float may only be used to upgrade the device for a single Customer User twice during the Agreement Term. No Term Devices, tablets, Mike devices, Customer Devices on Vacation Disconnect, Smart Hub devices and global positioning system devices may not be replaced with Hardware Float. The Hardware Float and the Hardware Float Price are in the table below. Hardware Float is not cumulative and any Hardware Float not used during the specified period will be forfeited by the Customer.

A new Device Balance will be calculated for each replacement device. The Device Term for each Customer Device replaced at the Hardware Float Price will be 36 months starting on the date of replacement.

Hardware Float available from the 1 st month to 12 th month of Agreement Term	4
Hardware Float available from the 13 th month to 24 th month of Agreement Term	4
Hardware Float available from the 25 th month to 36 th month of Agreement Term	4
Hardware Float Price	TELUS' device price for activations on a 36 month Device Term as at the date the replacement Customer Device is activated or any promotional price specified in the applicable rate plan.

2. Minimum Spend Commitment

The Minimum Spend Commitment is determined based on the type of Rate Plan to which a Customer Device is subscribed at the time of the requested Rate Plan change.

Rate Plan	Minimum Spend Commitment
Voice Rate Plan (Subsidized)	\$20
Voice Rate Plan (Non-subsidized)	\$5
Voice & Data Rate Plan (Subsidized)	\$45
Voice & Data Rate Plan (Non-subsidized)	\$30
Data Rate Plan for Mobile High Speed or Tablet (Non-subsidized)	\$10
Data Rate Plan for Mobile High Speed (Subsidized)	\$35
Smart Hub Rate Plan (Non-subsidized)	\$65
Data Plan for Tracking Services (Subsidized)	\$35

3. Credits

3.1 Airtime Credits

An "Airtime Credit" is a bill credit that TELUS will apply on the activation of Customer Devices with certain Rate Plans and with a 36 month Device Term, unless otherwise specified in the Rate Plan description in Section D. If an Airtime Credit is available with a Rate Plan, it will be included in the Rate Plan description in Section D and will be applied in equal installments over five consecutive monthly bills issued after the date of activation.

The Airtime Credit may be an Activation Credit, a Port-In Credit or a Renewal Credit. If included in a Rate Plan:

- an Activation Credit will apply for each Customer Device, other than a replacement or upgraded device, activated on or after the Effective Date and until the expiry date, if such a date is specified in the Rate Plan description in Section D,
- a Port-In Credit will apply for each Customer Device, other than a replacement or upgraded device, activated on a TELUS network on or after the Effective Date and until the expiry date, if such a date is specified in the Rate Plan description in Section D, with a number ported from another carrier's wireless network, provided that the porting of the number required the termination of wireless services with the other carrier on terms requiring payment of termination charges to the carrier,
- a Renewal Credit will apply for each Customer Device activated as part of an Upgrade prior to the expiry date, if such a date is specified in the Rate Plan description in Section D.

Airtime Credits apply against fees and charges for the Services, cannot be redeemed in cash and cannot be combined: only one Airtime Credit will apply to a Customer Device or its replacement.

3.2 Return of Airtime Credits

If TELUS has applied an Airtime Credit on the activation of a new Customer Device on any bill issued to the Customer, and if that Customer Device is deactivated before the end of the Device Term for any reason, including a request by the Customer to port a number to another carrier or termination of the Enrollment Agreement before the end of the Agreement Term because of the Customer's breach of this Enrollment Agreement, then TELUS will bill the Customer and the Customer shall pay a pro-rated amount of the Airtime Credit calculated as:

$$(\text{amount of Airtime Credit}) \times (\text{number of months remaining in Device Term} / \text{total number of months in Device Term})$$

The obligation to pay this amount applies in addition to any deactivation, cancellation or other charges that may apply on termination of the Enrollment Agreement or deactivation of Customer Devices.

Notwithstanding anything to the contrary, if TELUS has applied an Airtime Credit to a Customer Device subscribed to a non-subsidized Rate Plan in subsection 5.3.2 or 5.3.4 of Section D, and if that Customer Device is deactivated within 6 months of receiving the Airtime Credit for any reason, then TELUS will bill the Customer and the Customer shall pay the full amount of the Airtime Credit.

4. Special Terms and Conditions

4.1 Deactivation Allowance

The Customer may deactivate, during the specified period of the Agreement Term set out below, the number of Allowed Units specified in the table below instead of the deactivation charges in Section C. Deactivation Allowance is not cumulative and any Deactivation Allowance not used during the specified period will be forfeited by the Customer.

	Allowed Units
Deactivation Allowance available from 1 st month to 12 th month of Agreement Term	4
Deactivation Allowance available from 13 th month to 24 th month of Agreement Term	4
Deactivation Allowance available from 25 th month to 36 th month of Agreement Term	4

4.2 Promotional Hardware Pricing

A Rate Plan in Section D may include a discount or promotional price on the purchase price of a Customer Device. This discount or promotional price may apply when the Customer Device activates or renews a new Customer Device with the Rate Plan during the Agreement Term on a 36 month Device Term. The amount of any discount may not exceed the cost of the device and all pricing is subject to availability.

4.3 Rate Plan Eligibility

Customer Devices with a Device Balance of more than \$0 may not subscribe to a non-subsidized Rate Plan in subsection 5.3 of Section D.

4.4 Vacation Disconnect Without Extension of the Device Term – Subsidized Voice Only

The monthly charge for Vacation Disconnect Service is \$15 per Customer Device for Customer Devices subscribed to a subsidized Voice Rate Plan in subsection 5.3.1. This temporary rate plan accommodates Customer Devices subscribed to a subsidized Voice Rate Plan in subsection 5.3.1 not used for a period of time and allows Customer to temporarily suspend their service on such Customer Devices for a maximum of six months on an individual device. While on Vacation Disconnect, Service is suspended and the Device Term is not extended for the length of the disconnection. Customer Devices on Vacation Disconnect do not count towards the Minimum Commitment. Vacation Disconnect Service is only available to Customer Devices who have been active on the network for a minimum of 6 months. Taxes, regulatory and other governmental charges will be added to the monthly charge.

4.5 Vacation Disconnect Without Extension of the Device Term – Subsidized Voice & Data Only

The monthly charge for Vacation Disconnect Service is \$25 per Customer Device for Customer Devices subscribed to a subsidized Voice and Data Rate Plan in subsection 5.3.3. This temporary rate plan accommodates Customer Devices subscribed to a subsidized Voice and Data Rate Plan in subsection 5.3.3 not used for a period of time and allows Customer to temporarily suspend their service on such Customer Devices for a maximum of six months on an individual device. While on Vacation Disconnect, Service is suspended and the Device Term is not extended for the length of the disconnection. Customer Devices on Vacation Disconnect do not count towards the Minimum Commitment. Vacation Disconnect Service is only available to Customer Devices who have been active on the network for a minimum of 6 months. Taxes, regulatory and other governmental charges will be added to the monthly charge.

4.6 SIM Cards

A SIM card purchase fee will not apply to Customer Devices being activated on the TELUS network for a 36 month Device Term.

5. Corporate Rate Plans and Pricing

The Rate Plans available to the Customer and Customer Users are described below.

5.1 Definitions

In this subsection:

- a. **"Additional Data"** means additional data within Canada, unless otherwise specified in a Rate Plan,
- b. **"MHS"** means mobile high speed,
- c. **"MMS"** means multi-media messaging service and includes video and picture messages but not SMS,
- d. **"National"** or **"Nationwide"** means within Canada,
- e. **"SMS"** means short messaging service and includes text messaging but not MMS,
- f. **"U.S."** or **"U.S.A."** includes the 50 states, Puerto Rico and U.S. Virgin Islands.

5.2. Rate Plan Terms

5.2.1 Monthly Charges

All charges in the Rate Plan or Add-On recur monthly unless otherwise specified.

5.2.2 Shareable Minutes and Data

Shareable minutes and data only occurs across Customer Devices activated on the same type of sharing plan on the same billing account number assigned to the Customer by TELUS ("**BAN**"). In order to access shared data a Rate Plan must have a data sharing feature. Unlimited minutes are not shareable. Minutes and data are consumed on a "first come, first served" basis.

5.2.3 Government Charges

As of the Effective Date, current government charges (described in Section C, subsection 1.1) include the following Monthly Regulated Provincial 911 access charge per device: P.E.I (70¢), Nova Scotia (43¢), New Brunswick (53¢), Saskatchewan (94¢), Quebec (46¢), Alberta (44¢), and Newfoundland (75¢).

5.2.4 Directory Assistance Charge

As of the Effective Date, TELUS applies a charge for Directory Assistance in addition to the Rate Plan as follows: Calls to 411 or 555-1212 will be billed \$2.50 per call, plus airtime charges under the applicable Rate Plan.

5.2.5 Call Forwarding

When included in a Rate Plan, Call Forwarding is local only. Long distance charges will apply when call forwarding to a number outside of the Customer User's local calling area, even if the Customer User's Rate Plan or Add-On includes long distance.

5.3 Rate Plans

5.3.1 Voice Rate Plans Subsidized

Name	CWE Corporate Advantage Voice 20 w/US
Monthly Plan Rate	\$20
Included Minutes	Unlimited National
Canada to U.S. LD	\$0.10/minute
Included U.S. Voice Roaming	75 shareable U.S. roaming minutes
Additional U.S. Voice Roaming	\$0.20/minute
Included Features	Caller ID Call Forwarding Call Waiting Conference Calling Voicemail 25
Included SMS	Unlimited National, Canada to U.S., Canada to International, and U.S. Roaming
Included MMS	Unlimited National, Canada to U.S., Canada to International, and U.S. Roaming
Activation Credit	\$50 with a 36 month Device Term
Port-In Credit	\$50 with a 36 month Device Term
Hardware Discounts	\$50 off TELUS then current 3 year term price on voice only devices
Terms and Conditions	3000 Call Forwarding minutes included. Additional Call Forwarding minutes: \$0.15/minute May be combined with TELUS Corporate Advantage add-ons only. Not compatible with U.S. preferred rate passports or preferred long distance rates U.S. Voice Roaming minutes includes calls originating from the U.S. and terminating in Canada or the U.S. U.S. roaming SMS and MMS includes messages sent from the U.S. and terminating in Canada or the U.S. This Rate Plan will be made available within 90 days of the Amendment #3 Effective Date

5.3.2 Voice Rate Plans Non-Subsidized

Name	Unlimited Local Calling 5
Device Term	No Term
Monthly Plan Rate	\$5
Included Minutes	Unlimited Local
Canada to Canada LD	\$0.02/minute
Canada to U.S. LD	\$0.15/minute
Included Features	Caller ID Call Forwarding Call Waiting Conference Calling Voicemail 25
Included SMS	Unlimited National
Terms and Conditions	3000 Call Forwarding minutes included. Additional Call Forwarding minutes: \$0.10 /minute In-market pay per use rates apply to U.S. roaming
Hardware Subsidy	Non-subsidized: no subsidy provided on activation or renewal of hardware

Name	CWE Corporate Advantage Voice 12.50 SIM only w/US
Device Term	No Term
Monthly Plan Rate	\$12.50
Included Minutes	Unlimited National
Canada to U.S. LD	\$0.10/minute
Included U.S. Voice Roaming	75 shareable U.S. roaming minutes
Additional U.S. Voice Roaming	\$0.20/minute
Included Features	Caller ID Call Forwarding Call Waiting Conference Calling Voicemail 25
Included SMS	Unlimited National, Canada to U.S., Canada to International, and U.S. Roaming
Included MMS	Unlimited National, Canada to U.S., Canada to International, and U.S. Roaming
Activation Credit	\$50 with 36 month Device Term
Port-In Credit	\$50 with 36 month Device Term
Terms and Conditions	3000 Call Forwarding minutes included. Additional Call Forwarding minutes: \$0.15/minute May be combined with TELUS Corporate Advantage add-ons only. Not compatible with U.S. preferred rate passports or preferred long distance rates U.S. Voice Roaming minutes includes calls originating from the U.S. and terminating in Canada or the U.S. U.S. roaming SMS and MMS includes messages sent from the U.S. and terminating in Canada or the U.S. This Rate Plan will be made available within 90 days of the Amendment #3 Effective Date
Hardware Subsidy	Non-subsidized: no subsidy provided on activation or renewal of hardware

5.3.3 Voice and Data Rate Plans Subsidized

Name	CWE Corp Adv VD 45R US
Monthly Plan Rate	\$45
Included Minutes	Unlimited National
Canada to US LD	\$0.10/minute
Included U.S. Voice Roaming	60 shareable U.S. roaming minutes
Additional U.S. Voice Roaming	\$0.20/minute
Included Features	Caller ID Call Forwarding Call Waiting Conference Calling Voicemail 25
Included Canada Data	5GB shareable Canada data
Additional Canada Data	\$0.05/MB
Included U.S. Data	200MB shareable U.S. data
Additional U.S. Data Roaming	\$0.20/MB
Included SMS	Unlimited National, Canada to U.S., Canada to International, and U.S. Roaming
Included MMS	Unlimited National, Canada to U.S., Canada to International, and U.S. Roaming
Hardware Discounts	\$200 off TELUS' then current 3 year term price on a smartphone
Terms and Conditions	May be combined with TELUS Corporate Advantage add-ons only. Not compatible with U.S. preferred rate passports or preferred long distance rates 3000 Call Forwarding minutes included. Additional Call Forwarding minutes: \$0.15/minute Data can be used on-device or tethered. Data overage and roaming fees will apply U.S. Voice Roaming minutes includes calls originating from the U.S. and terminating in Canada or the U.S. U.S. roaming SMS and MMS includes messages sent from the U.S. and terminating in Canada or the U.S. This Rate Plan will be made available within 90 days of the Amendment #3 Effective Date

Name	CWE Corp Adv VD 52.50R US
Monthly Plan Rate	\$52.50
Included Minutes	Unlimited National and Canada to U.S.
Included U.S. Voice Roaming	120 shareable U.S. roaming minutes
Additional U.S. Voice Roaming	\$0.20/minute
Included Features	Caller ID Call Forwarding Call Waiting Conference Calling Voicemail 25
Included Canada Data	7GB shareable Canada data
Additional Canada Data	\$0.05/MB
Included U.S. Data	250MB shareable U.S. data
Additional U.S. Data Roaming	\$0.20/MB
Included SMS	Unlimited National, Canada to U.S., Canada to International, and U.S. Roaming
Included MMS	Unlimited National, Canada to U.S., Canada to International, and U.S. Roaming
Activation Credit	\$200 with a 36 month Device Term
Port-In Credit	\$200 with a 36 month Device Term
Hardware Discounts	\$300 off TELUS' then current 3 year term price on a smartphone
Terms and Conditions	May be combined with TELUS Corporate Advantage add-ons only . Not compatible with U.S. preferred rate passports or preferred long distance rates 3000 Call Forwarding minutes included. Additional Call Forwarding minutes: \$0.15/minute Data can be used on-device or tethered. Data overage and roaming fees will apply U.S. Voice Roaming minutes includes calls originating from the U.S. and terminating in Canada or the U.S. U.S. roaming SMS and MMS includes messages sent from the U.S. and terminating in Canada or the U.S. This Rate Plan will be made available within 90 days of the Amendment #3 Effective Date

Name	CWE Corp Adv VD 60R US
Monthly Plan Rate	\$60
Included Minutes	Unlimited National and Canada to U.S.
Included U.S. Voice Roaming	120 shareable U.S. roaming minutes
Additional U.S. Voice Roaming	\$0.20/minute
Included Features	Caller ID Call Forwarding Call Waiting Conference Calling Voicemail 25
Included Canada Data	10GB shareable Canada data
Additional Canada Data	\$0.05/MB
Included U.S. Data Roaming	250MB shareable U.S. data
Additional U.S. Data Roaming	\$0.20/MB
Included SMS	Unlimited National, Canada to U.S., Canada to International, and U.S. Roaming
Included MMS	Unlimited National, Canada to U.S., Canada to International, and U.S. Roaming
Activation Credit	\$200 with a 36 month Device Term
Port-In Credit	\$200 with a 36 month Device Term
Hardware Discounts	\$300 off TELUS' then current 3 year term price on a smartphone
Terms and Conditions	May be combined with TELUS Corporate Advantage add-ons only . Not compatible with U.S. preferred rate passports or preferred long distance rates 3000 Call Forwarding minutes included. Additional Call Forwarding minutes: \$0.15/minute Data can be used on-device or tethered. Data overage and roaming fees will apply U.S. Voice Roaming minutes includes calls originating from the U.S. and terminating in Canada or the U.S. U.S. roaming SMS and MMS includes messages sent from the U.S. and terminating in Canada or the U.S. This Rate Plan will be made available within 90 days of the Amendment #3 Effective Date

Name	CWE Corporate Traveller 85
Monthly Plan Rate	\$85
Included Minutes	Unlimited North America*
Included Features	Caller ID Call Forwarding Call Waiting Conference Calling Voicemail 25
Included Data	5GB non-shareable North America data
Additional Data	\$0.50/MB
Included SMS	Unlimited National, Canada to U.S., Canada to International, and U.S. Roaming
Included MMS	Unlimited National, Canada to U.S., Canada to International, and U.S. Roaming
Hardware Discounts	\$200 off TELUS' then current 3 year term price on a smartphone
Terms and Conditions	*Includes calls made from Canada to Canada or the U.S., and from the U.S. to Canada or the U.S. 3000 Call Forwarding minutes included. Additional Call Forwarding minutes: \$0.15/minute Data can be used on-device or tethered. Data overage and roaming fees will apply May be combined with applicable TELUS Corporate Advantage add-ons, except Corporate Advantage U.S. add-ons. Not compatible with U.S. preferred roaming rates or passports U.S. roaming SMS and MMS includes messages sent from the U.S. and terminating in Canada or the U.S. North America data includes data used in Canada or the U.S.

5.3.4 Voice and Data Rate Plans Subsidized (Public Safety Customers only)

Name	CWE Public Safety - Corp Adv VD 45R US
Monthly Plan Rate	\$45
Included Minutes	Unlimited National
Canada to U.S. LD	\$0.10/minute
Included U.S. Voice Roaming	30 shareable U.S. roaming minutes
Additional U.S. Voice Roaming	\$0.20/minute
Included Features	Caller ID Call Forwarding Call Waiting Conference Calling Voicemail 25
Included Canada Data	6GB shareable Canada Data
Additional Canada Data	\$0.05/MB
Included U.S. Data Roaming	100MB shareable U.S. data
Additional U.S. Data Roaming	\$0.20/MB
Included SMS	Unlimited National, Canada to U.S., Canada to International, and U.S. Roaming
Included MMS	Unlimited National, Canada to U.S., Canada to International, and U.S. Roaming
Hardware Discounts	\$200 off TELUS' then current 3 year term price on a smartphone
Terms and Conditions	May be combined with TELUS Corporate Advantage add-ons only. Not compatible with U.S. preferred rate passports or preferred long distance rates 3000 Call Forwarding minutes included. Additional Call Forwarding minutes: \$0.15/minute Data can be used on-device or tethered. Data overage and roaming fees will apply U.S. Voice Roaming minutes includes calls originating from the U.S. and terminating in Canada or the U.S. U.S. roaming SMS and MMS includes messages sent from the U.S. and terminating in Canada or the U.S. This Rate Plan is only available to CWE Members who are Public Safety Customers and when approved by TELUS.

5.3.5 Voice and Data Rate Plans Non-Subsidized

Name	CWE Corp Adv VD SIM only 25R US
Device Term	No Term
Monthly Plan Rate	\$27
Included Minutes	Unlimited National
Canada to U.S. LD	\$0.10/minute
U.S. Voice Roaming	60 shareable U.S. roaming minutes
Additional U.S. Roaming Minutes	\$0.20/min
Included Features	Caller ID Call Forwarding Call Waiting Conference Calling Voicemail 25
Included Canada Data	5GB shareable Canada data
Additional Canada Data	\$0.05/MB
Included U.S. Data	200MB shareable U.S. data
Additional U.S. Data Roaming	\$0.20/MB
Included SMS	Unlimited National, Canada to U.S., Canada to International, and U.S. Roaming
Included MMS	Unlimited National, Canada to U.S., Canada to International, and U.S. Roaming
Terms and Conditions	May be combined with TELUS Corporate Advantage add-ons only. Not compatible with U.S. preferred rate passports or preferred long distance rates 3000 Call Forwarding minutes included. Additional Call Forwarding minutes: \$0.15/minute U.S. Voice Roaming minutes includes calls originating from the U.S. and terminating in Canada or the U.S. U.S. roaming SMS and MMS includes messages sent from the U.S. and terminating in Canada or the U.S. Data can be used on-device or tethered. Data overage and roaming fees will apply
Hardware Subsidy	Non-subsidized: no subsidy provided on activation or renewal of hardware

Name	CWE Corp Adv VD SIM only 32.50R US
Monthly Plan Rate	\$34.50
Included Minutes	Unlimited National and Canada to U.S.
Included U.S. Voice Roaming	120 shareable U.S. roaming minutes
Additional U.S. Roaming Minutes	\$0.20/minute
Included Features	Caller ID Call Forwarding Call Waiting Conference Calling Voicemail 25
Included Canada Data	7GB shareable Canada Data
Additional Canada Data	\$0.05/MB
Included U.S. Data	250MB shareable U.S. data
Additional U.S. Data Roaming	\$0.20/MB
Included SMS	Unlimited National, Canada to U.S., Canada to International, and U.S. Roaming
Included MMS	Unlimited National, Canada to U.S., Canada to International, and U.S. Roaming
Activation Credit	\$200 with 36 month Device Term
Port-In Credit	\$200 with 36 month Device Term
Terms and Conditions	May be combined with TELUS Corporate Advantage add-ons only. Not compatible with U.S. preferred rate passports or preferred long distance rates 3000 Call Forwarding minutes included. Additional Call Forwarding minutes: \$0.15/minute Data can be used on-device or tethered. Data overage and roaming fees will apply U.S. Voice Roaming minutes includes calls originating from the U.S. and terminating in Canada or the U.S. U.S. roaming SMS and MMS includes messages sent from the U.S. and terminating in Canada or the U.S.
Hardware Subsidy	Non-subsidized: no subsidy provided on activation or renewal of hardware

Name	CWE Corp Adv VD 42R US SIM Only
Monthly Plan Rate	\$42
Included Minutes	Unlimited National and Canada to U.S.
Included U.S. Voice Roaming	120 shareable U.S. roaming minutes
Additional U.S. Roaming Minutes	\$0.20/minute
Included Features	Caller ID Call Forwarding Call Waiting Conference Calling Voicemail 25
Included Canada Data	10GB shareable Canada data
Additional Canada Data	\$0.05/MB
Included U.S. Data Roaming	250MB shareable U.S. data
Additional U.S. Data Roaming	\$0.20/MB
Included SMS	Unlimited National, Canada to U.S., Canada to International, and U.S. Roaming
Included MMS	Unlimited National, Canada to U.S., Canada to International, and U.S. Roaming
Activation Credit	\$200 with 36 month Device Term
Port-In Credit	\$200 with 36 month Device Term
Terms and Conditions	May be combined with TELUS Corporate Advantage add-ons only. Not compatible with U.S. preferred rate passports or preferred long distance rates 3000 Call Forwarding minutes included. Additional Call Forwarding minutes: \$0.15/minute Data can be used on-device or tethered. Data overage and roaming fees will apply U.S. Voice Roaming minutes includes calls originating from the U.S. and terminating in Canada or the U.S. U.S. roaming SMS and MMS includes messages sent from the U.S. and terminating in Canada or the U.S.
Hardware Subsidy	Non-subsidized: no subsidy provided on activation or renewal of hardware

5.3.6 Voice and Data Rate Plans Non-Subsidized (Public Safety Customers only)

Name	CWE Public Safety - Corp Adv VD 27R US SIM only
Monthly Plan Rate	\$27
Included Minutes	Unlimited National
Canada to U.S. LD	\$0.10/minute
Included U.S. Voice Roaming	30 shareable U.S. roaming minutes
Additional U.S. Roaming Minutes	\$0.20/minute
Included Features	Caller ID Call Forwarding Call Waiting Conference Calling Voicemail 25
Included Canada Data	6GB shareable Canada data
Additional Canada Data	\$0.05/MB
Included U.S. Data Roaming	100MB shareable U.S. data
Additional U.S. Data Roaming	\$0.20/MB
Included SMS	Unlimited National, Canada to U.S., Canada to International, and U.S. Roaming
Included MMS	Unlimited National, Canada to U.S., Canada to International, and U.S. Roaming
Terms and Conditions	May be combined with TELUS Corporate Advantage add-ons only. Not compatible with U.S. preferred rate passports or preferred long distance rates 3000 Call Forwarding minutes included. Additional Call Forwarding minutes: \$0.15/minute Data can be used on-device or tethered. Data overage and roaming fees will apply U.S. Voice Roaming minutes includes calls originating from the U.S. and terminating in Canada or the U.S. U.S. roaming SMS and MMS includes messages sent from the U.S. and terminating in Canada or the U.S. This Rate Plan is only available to CWE Members who are Public Safety Customers and when approved by TELUS.
Hardware Subsidy	Non-subsidized: no subsidy provided on activation or renewal of hardware

5.3.7 Data Plans for Mobile High Speed and Tablets (Non-Subsidized)

Name	Corp Adv MHS \$10/ 0MB
Monthly Plan Rate	\$10
Included Data	Access to shared Canada data only
Additional Data	\$0.05/MB
Terms and Conditions	Users do not have access to pooled or shareable minutes. All voice usage will be charged at the applicable in-market pay-per-use rate No data included. Users can access shared data within the same BAN. Data can be used on-device or tethered. May be combined with Corporate Advantage Data Add-ons In market pay per use rates apply to U.S. roaming
Hardware Subsidy	Non-subsidized: no subsidy provided on activation or renewal of hardware

CWE Cost Assure 10 - data only rate plan			
Tier	Included Canada data	Total charges	Additional Canada data
Base	Up to 500 MB	\$10	Auto move to tier 1
1	Up to 6 GB	\$30	Auto move to tier 2
2	Up to 9 GB	\$50	\$0.02/MB
Terms and Conditions	Users do not have access to pooled or shareable minutes. All voice usage will be charged at the applicable in-market pay-per-use rate Users do not have access to shared data. Must be activated as a rate plan for individual users Users subscribed to the CWE Cost Assure 10 rate plan must be placed on a separate BAN from all other Customer Devices subscribed to any other rate plan, and cannot be combined with any other rate plan or Add-on. In market pay per use rates apply to U.S. roaming		
Hardware Subsidy	Non-subsidized: no subsidy provided on activation or renewal of hardware		

Cost Assure North America for Mobile High Speed 45 - data only rate plan			
Tier	Included Canada & U.S. data	Total charges	Additional Canada & U.S. data
Base	Up to 500 MB	\$45	Auto move to tier 1
1	Up to 1 GB	\$60	Auto move to tier 2
2	Up to 2 GB	\$85	Auto move to tier 3
3	Up to 3 GB	\$130	Auto move to tier 4
4	Up to 5 GB	\$180	\$0.25/MB
Terms and Conditions	Users do not have access to pooled or shareable minutes. All voice usage will be charged at the applicable in-market pay-per-use rate Users do not have access to shared data. Must be activated as a rate plan for individual users No subsidy hardware offer Users subscribed to the Cost Assure North America for Mobile High Speed 45 rate plan must be placed on a separate BAN from all other Customer Devices subscribed to any other rate plan, and cannot be combined with any other rate plan or Add-on.		
Hardware Subsidy	Non-subsidized: no subsidy provided on activation or renewal of hardware		

5.3.8 Data Plans for Smart Hubs (Non-Subsidized)

COST ASSURE XL			
Tier	Included Canada data	Total charges	Additional data
Base	Up to 5GB	\$65	Auto move to tier 1
1	Up to 20GB	\$150	Auto move to tier 2
2	Up to 75GB	\$600	Auto move to tier 3
3	Up to 150GB	\$1250	Auto move to tier 4
4	Up to 300GB	\$2700	Auto move to tier 5
5	Up to 500GB	\$4500	Additional data \$20/ GB
Voice Minutes	\$0.50/minute*		
Canada to Canada LD	\$0.50/minute		
Canada to U.S. LD	\$0.50/minute		
Included Features	Caller ID		
Terms and Conditions	<p>Users do not have access to shared data Must be activated as a rate plan for individual users (non-shareable) This Rate Plan does not share minutes or data with any other Rate Plan or Add-On. Users do not have access to pooled or shareable minutes. *Calls to/from North West Territories and Yukon Territory are billed at \$0.90/minute Cost Assure XL rate plan must be placed on a separate BAN from all other rate plans, and cannot be combined with any other rate plan or add on In market pay per use rates apply to U.S. roaming</p>		
Hardware Subsidy	Non-subsidized: no subsidy provided on activation or renewal of hardware		

5.3.9 Data Plans for Mobile High Speed and Tablets (Subsidized)

Name	Corp Adv Data plan \$30
Monthly Plan Rate	\$35
Included Data	5 GB shareable Canada data
Additional Data	\$0.05/MB
Terms and Conditions	<p>Users do not have access to pooled or shareable minutes. All voice usage will be charged at the applicable in-market pay-per-use rate Data can be used on-device or tethered. May be combined with Corporate Advantage Data add-ons In market pay per use rates apply to U.S. roaming</p>

Name	Corporate Advantage MHS 40
Monthly Plan Rate	\$40
Included Data	7 GB shareable Canada data
Additional Data	\$0.05/MB
Terms and Conditions	<p>Users do not have access to pooled or shareable minutes. All voice usage will be charged at the applicable in-market pay-per-use rate Data can be used on-device or tethered. May be combined with Corporate Advantage Data Add-ons In market pay per use rates apply to U.S. roaming</p>

5.3.10 Data Plans Subsidized for Tracking Services

TELUS Fleet Tracker Plus 3 Yr plan with MGS100H, MGS200, or MGS700 modem (Canada only)			
Tier	Included Canada data	Total charges	Additional Canada data
Base	Up to 5 MB	\$35	Auto move to tier 1
1	Up to 20 MB	\$45	Auto move to tier 2
2	Up to 1 GB	\$60	Auto move to tier 3
3	Up to 2 GB	\$75	Auto move to tier 4
4	Up to 3 GB	\$90	Auto move to tier 5
5	Up to 5 GB	\$105	5¢/ MB thereafter
Terms and Conditions	Available on a 36 month Device Term only Must be activated as a rate plan for individual users Professional installation included Hardware included: MGS100H, MGS200, or MGS700 fleet modem, subject to availability In market pay per use rates will apply to voice services and U.S. roaming The data overage is charged by individual subscriber usage, not for the entire pool Data sharing is only available within the same included data tier Customer users subscribing to TELUS Fleet Tracker Pro 3 yr Rate Plan must be placed on a separate BAN from all other rate plans and cannot be combined with any other rate plan or Add-on		

5.3.11 Voice Features

Name	Corporate Advantage - Shared LD CAN-CAN, CAN-US 1000 min
Monthly Plan Rate	\$10
Included Minutes	1000 Shareable Canada to Canada, Canada to U.S. LD Minutes
Terms and Conditions	Available as an add-on to Corporate Advantage Voice or Voice +Data rate plans
Name	Corporate Advantage - Shared LD CAN-CAN, CAN-US - 3000 min
Monthly Plan Rate	\$25
Included Minutes	3000 Shareable Canada to Canada, Canada to U.S. LD Minutes
Terms and Conditions	Available as an add-on to Corporate Advantage Voice or Voice +Data rate plans
Name	Corporate Advantage - Shared LD CAN-CAN, CAN-US - 6000 min
Monthly Plan Rate	\$45
Included Minutes	6000 Shareable Canada to Canada, Canada to U.S. LD Minutes
Terms and Conditions	Available as an add-on to Corporate Advantage Voice or Voice +Data rate plans
Name	Corporate Advantage - Shared LD CAN-CAN, CAN-US - 10 000 min
Monthly Plan Rate	\$60
Included Minutes	10000 Shareable Canada to Canada, Canada to U.S. LD Minutes
Terms and Conditions	Available as an add-on to Corporate Advantage Voice or Voice +Data rate plans
Name	Corporate Advantage - Shared LD CAN-CAN, CAN-US - 15 000 min
Monthly Plan Rate	\$75
Included Minutes	15000 Shareable Canada to Canada, Canada to U.S. LD Minutes
Terms and Conditions	Available as an add-on to Corporate Advantage Voice or Voice +Data rate plans

Name	Voice Mail - Voicemail to Text - \$1
Monthly Plan Rate	\$1
Included Feature	Voicemail to Text
Terms and Conditions	May be added to a Corporate Advantage Voice and/or Voice and Data rate plan for individual users only

Name	Voice Mail - iPhone Visual Voicemail - \$1
Monthly Plan Rate	\$1
Included Feature	Visual Voicemail for iPhone
Terms and Conditions	May be added to a Corporate Advantage Voice and/or Voice and Data rate plan for individual users only

Name	ESChat PTT Basic Add-On - \$5.00
Monthly Plan Rate	\$5.00
Included Feature	Unlimited access for one user to ESChat PTT platform
Terms and Conditions	Only available to be added to a voice, voice & data or a data only plan See Section C for terms of service

5.3.12 Data Features

CWE Cost Assure 10 – add-on			
Tier	Included Canada data	Total charges	Additional Canada data
Base	Up to 500 MB	\$10	Auto move to tier 1
1	Up to 6 GB	\$30	Auto move to tier 2
2	Up to 9 GB	\$50	\$0.02/MB
Terms and Conditions	Users do not have access to shared data. Available as an add-on to a CWE Voice only Rate Plan in subsections 5.3.1 or 5.3.2 of Section D only for individual users		

Name	Corp Adv Cdn Sh Data \$100 6GB
Monthly Plan Rate	\$100
Included Data	6GB shareable Canada data
Terms and Conditions	Available as an add-on to Corporate Advantage Voice +Data, Tablet or Mobile High Speed rate plans only

Name	Domestic Data - Shared - 20GB - \$200
Monthly Plan Rate	\$200
Included Data	20GB shareable Canada Data
Terms and Conditions	Available as an add-on to Corporate Advantage Voice +Data, Tablet or Mobile High Speed rate plans only

Name	Domestic Data - Shared - 50GB - \$400
Monthly Plan Rate	\$400
Included Data	50GB shareable Canada Data
Terms and Conditions	Available as an add-on to Corporate Advantage Voice +Data, Tablet or Mobile High Speed rate plans only

Name	CWE US Roaming - Data Shared Bundle - 100MB - \$15
Monthly Plan Rate	\$15
Included Data	150MB shared U.S. Data
Terms and Conditions	Available as an add-on to Corporate Advantage U.S. Voice + Data rate plans, MHS or Tablets. Cannot be combined with any TELUS add-on, feature, passport or PPU option offering preferred data roaming rates in the U.S. U.S. data sharing is applicable only to U.S. data and can only be shared with U.S. data.

Name	CWE US Roaming - Data Shared Bundle - 500MB - \$50
Monthly Plan Rate	\$50
Included Data	550MB shared U.S. Data
Terms and Conditions	Available as an add-on to Corporate Advantage U.S. Voice + Data rate plans, MHS or Tablets. Cannot be combined with any TELUS add-on, feature, passport or PPU option offering preferred data roaming rates in the U.S. U.S. data sharing is applicable only to U.S. data and can only be shared with U.S. data.

Name	CWE US Roaming - Data Shared Bundle - 1GB - \$75
Monthly Plan Rate	\$75
Included Data	1.5GB shared U.S. data
Terms and Conditions	Available as an add-on to Corporate Advantage U.S. Voice + Data rate plans, MHS or Tablets. Cannot be combined with any TELUS add-on, feature, passport or PPU option offering preferred data roaming rates in the U.S. U.S. data sharing is applicable only to U.S. data and can only be shared with U.S. data.

Name	CWE US Roaming - Data Shared Bundle - 2GB - \$125
Monthly Plan Rate	\$125
Included Data	2.5GB shared US data
Terms and Conditions	Available as an add-on to Corporate Advantage U.S. Voice + Data rate plans, MHS or Tablets. Cannot be combined with any TELUS add-on, feature, passport or PPU option offering preferred data roaming rates in the U.S. U.S. data sharing is applicable only to U.S. data and can only be shared with U.S. data.

Name	CWE US Roaming - Data Shared Bundle - 5GB - \$300
Monthly Plan Rate	\$300
Included Data	6.5GB shared US Data
Terms and Conditions	Available as an add-on to Corporate Advantage U.S. Voice + Data rate plans, MHS or Tablets. Cannot be combined with any TELUS add-on, feature, passport or PPU option offering preferred data roaming rates in the U.S. U.S. data sharing is applicable only to U.S. data and can only be shared with U.S. data.

Name	CWE US Roam Data Sh 10GB \$500
Monthly Plan Rate	\$500
Included Data	12GB shared U.S. Data
Terms and Conditions	Available as an add-on to Corporate Advantage U.S. Voice + Data rate plans, MHS or Tablets. Cannot be combined with any TELUS add-on, feature, passport or PPU option offering preferred data roaming rates in the U.S. U.S. data sharing is applicable only to U.S. data and can only be shared with U.S. data.

Name	Single Public Static IP \$10
Monthly Plan Rate	\$10
Included Feature	Single Public Static IP (includes Premium Services and Support)
Terms and Conditions	<p>May be added to a data rate plan only for individual users (non-shareable) Due to the nature of Public Static IP, Customer acknowledges that there is an increased risk for unauthorized access to the Customer Devices, which will result in charges for such access.</p> <p>Premium Services & Support include:</p> <ol style="list-style-type: none"> 24/7 telephone access to a TELUS support team dedicated to TELUS' corporate customers (the 'Premium Support Team'), and supporting all incidents or problems with the Services (including any advanced connectivity services) and the Customer Devices, Priority Call Queuing, giving calls from Premium Services & Support customers the highest level of priority in the Premium Support Team queue, and Escalation Management, prioritizing incidents and problems affecting Premium Services & Support customers by severity and elapsed time. <p>Premium Services & Support does not include support for billing or account management issues, corporate service manager support, or issues related to customer device fulfillment.</p>

Name	MobileVPN8
Monthly Plan Rate	\$8
Included Feature	Mobile VPN
Terms and Conditions	<p>May be added to a data rate plan only for individual users Customers must have a data plan or feature.</p>

Name	Corporate Watch \$10 Access Plan
Monthly Plan Rate	\$10
Included Data	Access to shareable Canada data only
Additional Data	\$0.05/MB
Terms and Conditions	<p>Available as an add-on to Corporate Advantage or Corporate Easy Share Rate Plan (for individual usage only, non-shareable). The Customer User can access the shareable minutes, shareable data and SMS included in the Customer User's Corporate Advantage or Corporate Easy Share Rate Plan. Voice usage, data usage and SMS not included in the Customer User's Rate Plan will be charged as per the Corporate Advantage or Corporate Easy Share Rate Plan. May be subject to additional terms of use by Apple or TELUS. Customers on migrated MTS rate plans will not be able to activate an Apple Watch on this feature. Roaming is not available. May be combined with Corporate Advantage Data Add-ons. For clarity, no hardware subsidy is offered with this add-on.</p>

5.3.13 Long Distance and Roaming Add Ons

Name	Long Distance - UL Can-Can LD - \$2.50
Monthly Plan Rate	\$2.50
Included Minutes	Unlimited National
Terms and Conditions	Available as an add on feature to be added to a Voice, or Voice and Data rate plan for individual users

Name	Long Distance - North America UL LD Min - \$5
Monthly Plan Rate	\$5
Included Minutes	Unlimited National and Canada to U.S.
Terms and Conditions	Available as an add on feature to be added to a Voice, or Voice and Data rate plan for individual users

Name	UL US Voice Roaming - \$15
Monthly Plan Rate	\$15
Included Minutes	Unlimited U.S. Voice roaming
Terms and Conditions	Available as an add on feature to be added to a Voice, or Voice and Data rate plan for individual users Applies to calls originating in the U.S. and terminating in Canada or the U.S. Cannot be combined with any TELUS add-on, feature, passport or PPU option offering preferred voice roaming rates in the U.S.

Name	Corp International LD (excl USA)
Monthly charge	\$2
LD Voice/Min	\$0.10/min
Region	Australia, Austria, Bangladesh, Belgium, China, Denmark, Dominican Republic, Finland, France, Germany, Greece, Hong Kong, Iceland, India, Ireland, Italy, Luxembourg, Macau, Mexico, Netherlands, New Zealand, Portugal, Singapore, Spain, Sweden, Switzerland, Taiwan, United Kingdom
LD Voice/Min	\$0.25/min
Region	Afghanistan, Albania, Algeria, American Samoa, Andorra, Angola, Anguilla, Antigua and Barbuda, Argentina, Armenia, Aruba, Azerbaijan, Bahamas, Bahrain, Barbados, Belize, Benin, Bermuda, Bhutan, Bolivia, Bosnia and Herzegovina, Botswana, Brazil, British Virgin Islands, Brunei, Bulgaria, Burkina Faso, Cambodia, Cameroon, Cape Verde, Cayman Islands, Central African Republic, Chile, Colombia, Comoros, Costa Rica, Croatia, Cyprus, Czech Republic, Djibouti, Dominica, Ecuador, Egypt, El Salvador, Equatorial Guinea, Eritrea, Estonia, Ethiopia, Faroe Islands, Fiji, French Antilles, French Guiana, French Polynesia, French Territories Indian Ocean Region, Georgia, Ghana, Gibraltar, Grenada, Guadeloupe, Guam, Guatemala, Guyana, Haiti, Honduras, Hungary, Indonesia, Iran, Iraq, Israel, Ivory Coast, Jamaica, Japan, Jordan, Kenya, Korea (South), Kuwait, Kyrgyzstan, Laos, Lebanon, Lesotho, Libya, Liechtenstein, Lithuania, Macedonia, Malawi, Malaysia, Mali, Malta, Marshall Islands, Mauritius, Micronesia, Moldova, Mongolia, Montserrat, Mozambique, Myanmar, Namibia, Nepal, Netherlands Antilles, New Caledonia, Nicaragua, Niger, Nigeria, Northern Mariana Islands, Norway, Oman, Pakistan, Palau, Palestine, Panama, Paraguay, Peru, Philippines, Poland, Qatar, Romania, Russian Federation, Rwanda, San Marino, Saudi Arabia, Senegal, Serbia, Saint Maarten, Slovak Republic, Slovenia, South Africa, South Sudan, Sri Lanka, St. Kitts and Nevis, St. Lucia, St. Pierre and Miquelon, St. Vincent & Grenadines, Sudan, Suriname, Swaziland, Syria, Tajikistan, Tanzania, Thailand, Trinidad and Tobago, Turkey, Turkmenistan, Turks and Caicos, Uganda, Ukraine, United Arab Emirates, Uruguay, Uzbekistan, Venezuela, Vietnam, Yemen, Zaire Republic (Congo Dem Rep), Zambia
LD Voice/Min	\$1.00/Min
Region	Ascension, Belarus, Burundi, Chad, Christmas Island, Congo, Cook Islands, Cuba, Diego Garcia, East Timor, Gabon, Gambia, Greenland, Guinea, Guinea-Bissau, Kiribati, Korea (North), Latvia, Liberia, Madagascar, Maldives, Mauritania, Monaco, Montenegro, Morocco, Nauru, Niue Island, Papua New Guinea, Sao Tome and Principe, Seychelles, Sierra Leone, Solomon Islands, Somalia, St. Helena, Togolese R., Tokelau, Tonga, Tunisia, Tuvalu, Vanuatu, Wallis and Futuna Islands, Western Samoa, Zimbabwe
Terms and Conditions	Available as an add-on feature to be added to a voice or data plan for individual user Monthly charge provides access to the specified LD rate Charges recur monthly unless otherwise specified. Available during the remainder of the billing cycle and cannot be pro-rated. Rates are applicable to calls originating from Canada to the specified regions Cannot be combined with any TELUS rate plan, add-on, feature, passport or PPU option offering preferred LD rates in these regions or countries

Name	CWE US Roaming - Voice Shared Bundle - 150 min - \$30
Monthly Plan Rate	\$30
Included Minutes	200 shareable U.S. minutes
Terms and Conditions	Available as an add-on to a U.S. Voice or Voice + Data rate plans only. Cannot be combined with any TELUS add-on, feature, passport or PPU option offering preferred voice roaming rates in the U.S. Applies to calls originating in the U.S. and terminating in the U.S. or Canada. Add-On will be made available within 90 days of the Effective Date

Name	CWE US Roaming - Voice Shared Bundle - 650 min - \$50
Monthly Plan Rate	\$50
Included Minutes	700 shareable U.S. minutes
Terms and Conditions	Available as an add-on to a U.S. Voice or Voice + Data rate plans only. Cannot be combined with any TELUS add-on, feature, passport or PPU option offering preferred voice roaming rates in the U.S. Applies to calls originating in the U.S. and terminating in the U.S. or Canada. Add-On will be made available within 90 days of the Effective Date

Name	CWE US Roaming - Voice Shared Bundle - 1200 min - \$75
Monthly Plan Rate	\$75
Included Minutes	1250 shareable U.S. minutes
Terms and Conditions	Available as an add-on to a U.S. Voice or Voice + Data rate plans only. Cannot be combined with any TELUS add-on, feature, passport or PPU option offering preferred voice roaming rates in the U.S. Applies to calls originating in the U.S. and terminating in the U.S. or Canada. Add-On will be made available within 90 days of the Effective Date

Name	CWE US Roaming - Voice Shared Bundle - 2200 min - \$135
Monthly Plan Rate	\$135
Included Minutes	2300 shareable U.S. minutes
Terms and Conditions	Available as an add-on to a U.S. Voice or Voice + Data rate plans only. Cannot be combined with any TELUS add-on, feature, passport or PPU option offering preferred voice roaming rates in the U.S. Applies to calls originating in the U.S. and terminating in the U.S. or Canada. Add-On will be made available within 90 days of the Effective Date

Name	CWE US Roaming - Voice Shared Bundle - 5000 min - \$300
Monthly Plan Rate	\$300
Included Minutes	6000 shareable U.S. minutes
Terms and Conditions	Available as an add-on to a U.S. Voice or Voice + Data rate plans only. Cannot be combined with any TELUS add-on, feature, passport or PPU option offering preferred voice roaming rates in the U.S. Applies to calls originating in the U.S. and terminating in the U.S. or Canada. Add-On will be made available within 90 days of the Effective Date

Name	CWE US Roaming - Voice Shared Bundle - 10,000 min - \$500
Monthly Plan Rate	\$500
Included Minutes	12,000 shareable U.S. minutes
Terms and Conditions	Available as an add-on to a U.S. Voice or Voice + Data rate plans only. Cannot be combined with any TELUS add-on, feature, passport or PPU option offering preferred voice roaming rates in the U.S. Applies to calls originating in the U.S. and terminating in the U.S. or Canada. Add-On will be made available within 90 days of the Effective Date

GLOBAL INTERNATIONAL ROAMING SMS FLEX			
Tier	Included SMS	Applicable charges	Additional usage
Base	0	\$0	Auto move to tier 1
1	250	\$7.50	\$7.50/250 SMS then \$0.50/SMS after 250,000 SMS
Terms and Conditions	<p>Available as an add-on feature only, to be added to a voice or data plan, for individual users. Outbound roaming SMS only. Unlimited incoming SMS are included.</p> <p>\$7.50 charge will apply as soon as the Customer User sends an outgoing SMS while roaming internationally. An additional \$7.50 charge will apply for each additional 250 SMS messages sent or part thereof up to 250,000 SMS. Additional pay per use charges will apply as described.</p> <p>Charges are not pro-rated</p>		

CWE Major Economies International Voice Flex			
Tier	Included Minutes	Applicable charges	Additional usage
Base	0	\$0	\$0.35/minute
CWE Major Economies International Data Flex			
Tier	Data Included	Applicable Charge	Additional Usage
Base	0	\$0	Auto move to tier 1
1*	250MB	\$27*	Auto move to tier 2
2	500MB	\$45	Auto move to tier 3
3	1GB	\$67.50	\$0.25 / MB
Countries Included**:	<p>Aland Island, Albania, Andorra, Anguilla, Antigua & Barbuda, Armenia, Aruba, Australia, Austria, Azerbaijan, Bahamas, Barbados, Belarus, Belgium, Bermuda, Bosnia Herzegovina, British Virgin Islands, Bulgaria, Cayman Islands, China, Croatia, Cyprus, Czech Republic, Denmark, Dominica (Commonwealth Of), Dominican Republic, Estonia, Faroe Islands, Finland, France, France, French Guyana, French West Indies, Georgia, Germany, Gibraltar, Greece, Greenland, Grenada, Guadeloupe, Guernsey, Guyana, Haiti, Hong Kong, Hungary, Iceland, India, Ireland, Isle Of Man, Italy, Jamaica, Japan, Jersey, Korea, Republic Of, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Macau, Macedonia, Malta, Mexico, Moldova, Montenegro, Montserrat, Netherlands, Netherlands Antilles, New Zealand, Norway, Poland, Portugal, Romania, Russia, Saba, San Marino, Serbia, Slovakia, Slovenia, Spain, Sri Lanka, St Kitts & Nevis, St Lucia, St Vincent And The Grenadines, St. Barthelemy, St. Eustatius, St. Maarten, St. Martin, Sweden, Switzerland, Taiwan, Trinidad And Tobago, Turkey, Turks & Caicos Islands, Ukraine, United Kingdom</p>		
Terms and Conditions	<p>Available as an add-on feature only, to be added to a voice or data plan, for individual users.</p> <p>*\$27 charge will apply after the first data consumption within the above mentioned countries. Subscribed device will then have access to up to 250 MB (not shared) data during the remainder of the billing cycle. Additional charges will apply as the subscribed device reaches higher data tiers</p> <p>**Applies to use while in these countries only.</p> <p>Charges are not pro-rated</p> <p>Cannot be combined with any TELUS rate plan, add-on, feature, passport or PPU option offering preferred voice or data roaming rates in these regions or countries</p> <p>Unlimited incoming/received International text messaging (SMS) included. Customer User must be subscribed to Global SMS if Customer User wants to use outgoing text messages. Outgoing SMS is not included in the flex pass and needs to be added in addition to the flex pass.</p> <p>Data is charged by the MB and rounded to the closest 20 KB.</p> <p>Add-On will be made available within 90 days of the Effective Date</p>		

CWE International Voice Flex - Rest of World A			
Tier	Included Minutes	Applicable charges	Additional usage
Base	0	\$0	\$0.60/minute
CWE International Data Flex - Rest of World A			
Tier	Data Included	Applicable Charge	Additional Usage
Base	0	\$0	Auto move to tier 1
1*	100MB	\$27*	Auto move to tier 2
2	400MB	\$67.50	\$0.50 / MB
Countries Included**:	Afghanistan, Argentina, Bahrain, Bangladesh, Belize, Bhutan, Bolivia, Brazil, Cambodia, Chile, Colombia, Cook Islands, Costa Rica, Ecuador, Egypt, El Salvador, Falkland Islands, Fiji, French Polynesia, Guatemala, Honduras, Indonesia, Iraq, Israel, Jordan, Kazakhstan, Kuwait, Kyrgyzstan, Laos, Malaysia, Nepal, Nicaragua, Pakistan, Panama, Papua New Guinea, Paraguay, Peru, Philippines, Qatar, Saudi Arabia, Singapore, South Africa, Tajikistan, Thailand, Tonga, Turkmenistan, United Arab Emirates, Uruguay, Uzbekistan, Vanuatu, Venezuela, Vietnam, Yemen		
Terms and Conditions	<p>Available as an add-on feature only, to be added to a voice or data plan, for individual users.</p> <p>*\$27 charge will apply after the first data consumption within the above mentioned countries. Subscribed device will then have access to up to 100 MB (not shared) data during the remainder of the billing cycle.</p> <p>Additional charges will apply as the subscribed device reaches higher data tiers</p> <p>**Applies to use while in these countries only.</p> <p>Charges are not pro-rated</p> <p>Cannot be combined with any TELUS rate plan, add-on, feature, passport or PPU option offering preferred voice or data roaming rates in these regions or countries</p> <p>Unlimited incoming/received International text messaging (SMS) included. Customer User must be subscribed to Global SMS if Customer User wants to use outgoing text messages. Outgoing SMS is not included in the flex pass and needs to be added in addition to the flex pass.</p> <p>Data is charged by the MB and rounded to the closest 20 KB.</p> <p>Add-On will be made available within 90 days of the Effective Date</p>		

CWE International Voice Flex - Rest of World B			
Tier	Included Minutes	Applicable charges	Additional usage
Base	0	\$0	\$1.95/minute
CWE International Data Flex - Rest of World B			
Tier	Data Included	Applicable Charge	Additional Usage
Base	0	\$0	Auto move to tier 1
1*	20MB	\$45*	Auto move to tier 2
2	60MB	\$90	\$2.50 / MB
Countries Included**:	Algeria, Benin, Botswana, Burkina Faso, Burundi, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo, Congo, Democratic Republic Of, Cote D Ivoire, Equatorial Guinea, Gabon, Gambia, Ghana, Guinea, Kenya, Lesotho, Liberia, Libya, Madagascar, Malawi, Mali, Mauritania, Mauritius, Micronesia (Federated States Of), Mongolia, Morocco, Mozambique, Namibia, Niger, Nigeria, Oman, Sultanate Of, Palau, Reunion (La), Rwanda, Republic Of, Samoa, Sao Tome And Principe, Senegal, Seychelles, Sierra Leone, Solomon Islands, St Pierre Et Miquelon, Sudan, Suriname, Swaziland, Tanzania, Timor L'Este, Tunisia, Uganda, Zambia		
Terms and Conditions	<p>Available as an add-on feature only, to be added to a voice or data plan, for individual users.</p> <p>*\$45 charge will apply after the first data consumption within the above mentioned countries. Subscribed device will then have access to up to 20 MB (not shared) data during the remainder of the billing cycle.</p> <p>Additional charges will apply as the subscribed device reaches higher data tiers</p> <p>**Applies to use while in these countries only.</p> <p>Charges are not pro-rated</p> <p>Cannot be combined with any TELUS rate plan, add-on, feature, passport or PPU option offering preferred voice or data roaming rates in these regions or countries</p> <p>Unlimited incoming/received International text messaging (SMS) included. Customer User must be subscribed to Global SMS if Customer User wants to use outgoing text messages. Outgoing SMS is not included in the flex pass and needs to be added in addition to the flex pass.</p> <p>Data is charged by the MB and rounded to the closest 20 KB.</p> <p>Add-On will be made available within 90 days of the Effective Date</p>		

CWE International Voice Flex – Zone 4			
Tier	Included Minutes	Applicable charges	Additional usage
Base	0	\$0	\$3.45/minute
CWE International Data Flex – Zone 4			
Tier	Data Included	Applicable Charge	Additional Usage
Base	0	\$0	Auto move to tier 1
1*	30MB	\$67.50*	\$2.50 / MB
Countries Included**:	Angola, Brunei Darussalam, Cuba, Djibouti (Republic Of), Ethiopia, Lebanon, Maldives, New Caledonia, Togo, Zimbabwe		
Terms and Conditions	<p>Available as an add-on feature only, to be added to a voice or data plan, for individual users.</p> <p>*\$67.50 charge will apply after the first data consumption within the above mentioned countries. Subscribed device will then have access to up to 30 MB (not shared) data during the remainder of the billing cycle. Additional charges will apply as the subscribed device reaches higher data tiers</p> <p>**Applies to use while in these countries only.</p> <p>Charges are not pro-rated</p> <p>Cannot be combined with any TELUS rate plan, add-on, feature, passport or PPU option offering preferred voice or data roaming rates in these regions or countries</p> <p>Unlimited incoming/received International text messaging (SMS) included. Customer User must be subscribed to Global SMS if Customer User wants to use outgoing text messages. Outgoing SMS is not included in the flex pass and needs to be added in addition to the flex pass.</p> <p>Data is charged by the MB and rounded to the closest 20 KB.</p> <p>Add-On will be made available within 90 days of the Effective Date</p>		

5.3.14 Text Feature

Name	\$5 Unlimited MMS Domestic
Monthly Plan Rate	\$5
Included MMS	Unlimited National
Terms and Conditions	Available as an add-on to a voice and/or data rate plan for individual users (non shareable)

Contract #00125131

E. Solution Details

Customer Information		TELUS Representative	
Legal Name ("Customer"):	THE CORPORATION OF THE TOWN OF TECUMSEH	Name:	David Russell
Contact Name:	Shaun Fuerth	Title:	Account Manager
Title:		Phone:	647 684-7825
Billing Address:	917 Lesperance Rd	Email:	David.russell@TELUS.com
City/Province/Postal Code	Tecumseh/ON/N8N1W9		
Phone:	519 735-2184		
Email:	sfuerth@tecumseh.ca		
Services		Agreement Term and Minimum Commitment	
Wireless Voice Service		Agreement Term (Number of Months): 36	
Wireless Data Service		Minimum Commitment (Number of Customer Devices):83	
Tracking Service		Commitment Date: 60 days from Effective Date	
TELUS Hybrid IQ Service			
ESChat Service			
Customer Authorization		TELUS Authorization	
Signature of Authorized Customer Representative		Signature of Authorized TELUS Representative	
Date:		Date:	
Printed Name:		Printed Anne-Marie Charron	
Title:		Title: Dir. Sales	

This Enrollment Agreement is between TELUS and the Customer. The Customer acknowledges that it has read and understands this Enrollment Agreement, and that this Enrollment Agreement includes limitations of TELUS' liability. The Customer and TELUS agree to be bound by the terms and conditions in this Enrollment Agreement.

UNFINISHED REGULAR COUNCIL BUSINESS

	Meeting Date	Resolution	Subject	Action/Direction	Depart.	Status/Action Taken
18/18	April 24, 2018		Cada Library Renovations	It is directed that Administration provide a report on the Cada Library to include consultations with TAAC, SAC, YAC, CAC, and other stakeholders on the current options proposed to refresh or renovate the current library building.	PRS/CAO	Funding was approved in the 2020-2024 Buildings 5-year Capital Works Plan (RCM-397/19) to contract the services of an architect to work with the Town's and Essex County Library's administrations to hold public input sessions and complete concept designs to modernize the facility for Town and County Councils approvals.
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.	PBS	In progress
28/18	September 25, 2018		Municipal Tree Cutting	Administration is asked to look into a tree cutting and trimming policy for municipal trees that includes provisions for residents who wish to cost share in tree maintenance.	PWES/CS/PRS	Report to be provided in Q4 of 2020
01/20	October 27, 2020		Regulations Regarding Storage and Parking of Commercial and Recreational Vehicles/Trailers in Residents' Zones	That the Tecumseh Town Council requests that Administration 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.	PBS	
02/20	October 27, 2020		Short Term Rentals	That the Tecumseh Town Council requests that Administration be requested to undertake a regulatory review for both the short-term, owner-absent rental and the home-sharing short term rental categories.	PBS	

Motion – November 10, 2020 Regular Council Meeting

By-law to Prohibit and Regulate Public Nuisances Related to Odours and Lighting from Cannabis Cultivation the Town of Tecumseh

Moved by: Councillor Tania Jobin

Seconded by:

Whereas a greenhouse operation is currently under construction on Agricultural Zoned land in Oldcastle which is proposed to be used for the cultivation of cannabis plants; and

Whereas following a presentation to Council by concerned citizens on October 22, 2019, regarding the potential impacts to the community regarding cannabis facilities, Council passed a motion referring the matter “to Administration for review and to report back to Council”; and

Whereas Administration partially addressed this matter by way of Report Number PBS-2020-24 wherein it was recommended that lands zoned Agricultural Zone in designated settlement areas be amended to prohibit, among other things, green house operations; and

Whereas a statutory public meeting was held to consider a change to the zoning by-law to give effect to the recommendation in Report Number PBS-2020-24; and

Whereas the Draft New Official Plan establishes that cannabis greenhouses would only be permitted on Agricultural lands subject to a site specific zoning by-law amendment that would have regard to, among other things, “the introduction of appropriate design details mitigating potential adverse impacts from odour and night light, with the ability to include appropriate terms in a site plan agreement to address such issues”; and

Whereas the Town of Kingsville has recently passed a by-law under the *Municipal Act* regulating public nuisances from odours and lighting resulting from the cultivation of cannabis plants; and

Whereas it is appropriate and in the best interests of the Town, residents, stakeholders and directly affected property owners that the Town consider the preparation of a By-law that will address and regulate nuisances related to odour and lighting from the cultivation of cannabis plants;

Now Therefore Be It Hereby Resolved:

That Administration review and report back to Council on the appropriateness of a By-law in accordance with the *Municipal Act* that will address and regulate nuisances related to odour and lighting from the cultivation of cannabis plants; and

That Administration investigate opportunities to consider the matter with the other municipalities in Essex County to try to seek an common regional regulatory approach.

The Corporation of the Town of Tecumseh

By-Law Number 2020 - 70

Being a by-law to confirm the proceedings of the November 10, 2020 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 Session 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, documents and transactions entered into during the November 10, 2020, 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 10, 2020, 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 the action 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 10th day of November, 2020.

Gary McNamara, Mayor

Laura Moy, Clerk