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COUNCIL MEETING

Thursday, March 02, 2017
6:00 PM
Council Chambers
200 Broadway, 2nd Floor

AGENDA

1. Call to Order

2. Adoption of Agenda

Proposed Resolution #1

Moved By:

Seconded By:

THAT the Agenda as prepared for the Council meeting of Thursday, March 02, 2017 , be adopted.

3. Moment of Silence

4. Disclosures of Pecuniary Interest and the General Nature Thereof

5. Adoption of Council Minutes of Previous Meeting

5.1. Minutes of the Meeting of

[170213 Council MIN](#)

Proposed Resolution # 2

Moved By:

Seconded By:

THAT the Minutes of the Council Meeting of February 13, 2017, be approved.

6. Delegations and Presentations

6.1. Volunteer Achievement Award Presentation - John Morling

Presented By: Councillor Stephenson

7. Committee Reports & Presentations

7.1. Dog Park Subcommittee

Presented By: Peter Luciani

[Appendix B - 2017 Dog Park](#)

Proposed Resolution # 3

Moved By:

Seconded By:

THAT Council receive the presentation from the Dog Park Subcommittee;
AND THAT the matter be referred to staff to review and bring back a report and recommendations at THE March 27, 2017 council meeting.

8. Public Meetings

8.1. Applications for Red-Line Revision to Draft Approved Plan of Subdivision and Zone Change- 32T-06005 & ZN 7-17-01 - Performance Communities Realty Inc.

[CASPO Report 2017-28](#)

[Report Attachments](#)

Proposed Resolution # 4

Moved By:

Seconded By:

THAT Council approve in principle the zone change application, File No. ZN 7-17-01, as submitted by Performance Communities Realty Inc., for lands described as Part of Lot 7, Concession 12 (Dereham), Parts 1-4 of 41R-9418, in the Town of Tillsonburg, to rezone the subject lands to (R1A-H), (R1A- 18H), (R1A-19H), (R2-13H), (R2-14H), (R2-15H), & (R3-13H) to facilitate the development of a residential draft plan of subdivision;
AND FURTHER THAT Council advise Oxford County that the Town supports the red-line revisions to draft approved plan of subdivision, File No. 32T 06005, as submitted by Performance Communities Realty Inc., prepared by Cyril J. Demeyere Consulting Engineers, for lands described as Part of Lot 7, Concession 12 (Dereham), Parts 1-4 of 41R-9418, Town of Tillsonburg, showing 155 lots for single detached dwellings, and 7 lots for street-fronting townhouse dwellings.

9. Planning Applications

9.1. Request for Extension of Draft Plan Approval- 32T-09004- Town of Tillsonburg Industrial Subdivision

[CASPO Report 2017-37](#)

[Report Attachments](#)Proposed Resolution # 5

Moved By:

Seconded By:

That Tillsonburg Council advise Oxford County that the Town supports a 3 year extension to the draft approval of the Town Industrial Plan of Subdivision, (32T 09004), for lands described as Part Lots 1 & 2, Concession 5 (Middleton), Town of Tillsonburg, to March 9, 2020.

10. Information Items**11. Mayor****12. Quarterly Reports****13. Reports from Departments****13.1. Chief Administrative Officer****13.1.1.** Extension - Community Transportation Pilot Program - Request for Funding[Extension - Community Transportation Pilot Program - Request for Funding](#)[Extension - Community Transportation Pilot Program - Request for Funding](#)[Extension - Community Transportation Pilot Program - Request for Funding](#)Proposed Resolution # 6

Moved By:

Seconded By:

THAT Council receive report CAO 17-01 Extension Community Transportation Pilot Program;

AND THAT the Town of Tillsonburg Council authorizes the submission to the Ministry of Transportation of an application form in the amount of \$50,000 for the extension of the Community Transportation Pilot Program in the Town of Tillsonburg.

AND THAT Council authorizes the CAO to sign the completed application form.

13.2. Clerk's Office**13.2.1.** CL 17-05 Council Composition[CL 17-05 - Council Composition](#)[CL 16-29 Deputy Mayor Position](#)[By-Law 4080 To Establish the Composition of Council](#)

Proposed Resolution # 7

Moved By:

Seconded By:

THAT Council receives Report CL 17-05 Council Composition;
AND THAT By-law 4080, To Establish the Composition of the Municipal Council for the Town of Tillsonburg be brought forward for Council's consideration.

13.3. Development and Communication Services

13.3.1. DCS 17-06 Lease with Chesterman Farm Equipment Inc

[Report DCS 17-06](#)

[Lease Agreement](#)

Proposed Resolution # 8

Moved By:

Seconded By:

THAT Council receive Report DCS 17-06 Lease with Chesterman Farm Equipment Inc;
AND THAT the Mayor and Clerk be authorized to enter into a lease agreement for the lands described as:

- (i) Unnamed Road adjacent to Lots 1612, 1613 and 1614, Part 2, Plan 41R-6496;
- (ii) Unnamed Road adjacent to Lots 1612, 1613 and 1614;
- (iii) Approximately five (5) acres of land located on the east side of Highway 19 (Vienna Road), legally described as Part Lot 1613, Plan 500, designated as part of Part 2 on OXR39 and part of Part 3 on R-13; with Chesterman Farm Equipment Inc. for a three year term expiring on December 31, 2019 subject to the terms and conditions contained within the lease agreement;

AND THAT a bylaw be brought forward in that regard for Council consideration.

13.4. Finance

13.4.1. FIN17-07 Contributions to Reserves

[FIN 17-07 Contributions to Reserves](#)

Proposed Resolution # 9

Moved By:

Seconded By:

THAT Council receives report FIN 17-07 Contributions to Reserves;
AND THAT \$434,285 is contributed to reserves in 2016.

13.5. Fire and Emergency Services

13.6. Operations

13.6.1. OPS 17-06 Results for Tender RFT 2017-001 Riverview Subdivision
Reconstruction - Stage 2 of 2

[OPS 17-06 Results for Tender RFT 2017-001 Riverview Subdivision Reconstruction - Stage 2 of 2](#)
[Proposed Resolution # 10](#)

Moved By:

Seconded By:

THAT Council receive Report OPS 17-06, Results for Tender RFT2017-001 Riverview
Subdivision Reconstruction – Stage 2 of 2;

AND THAT Council award Tender RFT2017-001 to Euro-Ex Construction of Woodstock,
ON at a cost of \$718,139.25 (net HST included), the lowest bid received satisfying all
Tender requirements.

13.7. Recreation, Culture & Park Services

13.7.1. RCP 17-19 – Canada 150 CIP Contribution Agreement

[RCP 17-19 - Canada 150 CIP Contribution Agreement](#)

[Canada 150 CIP Contribution Agreement](#)

[Proposed Resolution # 11](#)

Moved By:

Seconded By:

THAT Report RCP 17-19 – Canada 150 CIP Contribution Agreement be received;

AND THAT the Mayor and Clerk be authorized to sign the Contribution Agreement with
the Government of Canada for \$128,300 under the Canada 150 Community
Infrastructure Program for the “Improvement of Memorial Park and Tillsonburg
Fairgrounds Project.

14. Unfinished Business**15. Staff Information Reports**

15.1. RCP 17-16 - Oct-Dec 2016 RCP Departmental Activity Reports

[RCP 17-16 - Oct-Dec 2016 RCP Departmental Activity Reports](#)

[Oct-Dec 2016 Activity - Recreation Programs & Services](#)

[Oct-Dec 2016 Activity - Culture & Heritage](#)

[Oct-Dec 2016 Activity - Parks & Facilities](#)

Proposed Resolution # 12

Moved By:

Seconded By:

THAT Council receive Report RCP 17-16 – Oct-Dec 2016 RCP Departmental Activity Reports for information.

16. Committee Minutes & Reports

16.1. Minutes, Accessibility Advisory Committee

[170208 Accessibility Advisory Committee MIN](#)

Minutes, Development Committee

[161213 Development Committee MIN](#)

[170117 Development MIN](#)

Minutes Special Awards Feb 7, 2017

[Special Awards 2017-02-07 Minutes](#)

Minutes Memorial Park Revitalization Committee - Jan 30, 2017

[Memorial Park Minutes 2017-01-30](#)

Minutes - PRC Feb 7, 2017

[PRC 02 February 7 2017 - Minutes](#)

Proposed Resolution # 13

Moved By:

Seconded By:

THAT Council receive the Minutes of the Accessibility Advisory Committee for February 8, 2017, the Development Committee for December 18, 2016 and January 17, 2017, and the Special Awards Committee for February 7, 2017, and the Memorial Park Revitalization Committee for January 30, 2017, and the Parks & Recreation Advisory Committee for February 7, 2017, as information.

16.2. BIA Minutes of January 10, 2017

[BIAMeetingJanuary2017 \(5\)](#)

Proposed Resolution # 14

Moved By:

Seconded By:

THAT Council receive the Minutes of the BIA as information.

17. Notice of Motions

18. Resolutions

19. Resolutions Resulting from Closed Session

20. By-Laws

By-Laws from the Meeting of Thursday, March 02, 2017

20.1 By-Law 4080, to Establish the Composition of Council

Proposed Resolution # 15

Moved By:

Seconded By:

THAT [By-Law 4080](#), to Establish the Composition of Council, be read for a first and second reading and this constitutes the first and second reading thereof.

20.2 By-Law 4082, To enter into a Land Lease Agreement with Chesterman Farm Equipment Inc.

Proposed Resolution # 16

Moved By:

Seconded By:

THAT [By-Law 4082](#), To Enter into a Land Lease Agreement with Chesterman Farm Equipment Inc., [Chesterman Lease](#), be read for a first, second and third and final reading and that the Mayor and the Clerk be and are hereby authorized to sign the same, and place the corporate seal thereunto.

20.1. By-Law 4085, To Adopt a Schedule of Fees for certain Municipal Applications, Service and Permits.

Proposed Resolution # 17

Moved By:

Seconded By:

THAT [By-Law 4085 - 2017 Rates & Fees](#), to Adopt a Schedule of Fees for certain Municipal Applications, Service and Permits, be read for a third and final reading and that the Mayor and the Clerk be and are hereby authorized to sign the same, and place the corporate seal thereunto.

[Schedule A - 2017 Rates & Fees](#)

20.2. By-Law 4087, To Confirm the Proceedings of the Council Meeting of March 2, 2017.

Proposed Resolution # 18

Moved By:

Seconded By:

THAT [By-law 4087](#) To confirm the proceedings of Council at its meeting held on the 2nd day of March, 2017, be read for a first, second and third and final reading and that the Mayor and the Clerk be and are hereby authorized to sign the same, and place the corporate seal thereunto.

21. Items of Public Interest

22. Adjournment

Proposed Resolution # 19

Moved By:

Seconded By:

THAT the Council Meeting of Thursday, March 02, 2017 be adjourned at _____ p.m.



COUNCIL MEETING

Monday, February 13, 2017

6:00 PM

Council Chambers

200 Broadway, 2nd Floor

MINUTES

ATTENDANCE

Mayor Stephen Molnar
Deputy Mayor Dave Beres
Councillor Maxwell Adam
Councillor Penny Esseltine
Councillor Jim Hayes
Councillor Chris Rosehart
Councillor Brian Stephenson

Staff:

David Calder, CAO
Donna Wilson, Town Clerk
Dave Rushton, Director of Finance/Treasurer
Kevin DeLeeBeeck, Director of Operations
Rick Cox, Director of Recreation, Culture & Parks
Jeff Smith, Fire Chief
Tricia Smith, Deputy Clerk

1. Call to Order

The meeting was called to order at 6:00 p.m.

2. Adoption of Agenda

Resolution #1

Moved By: Councillor Rosehart

Seconded By: Councillor Hayes

THAT the Agenda as prepared for the Council meeting of Monday, February 13, 2017, be adopted.

Carried

3. Moment of Silence

4. Disclosures of Pecuniary Interest and the General Nature Thereof

There were no disclosures of pecuniary interest declared.

5. Adoption of Council Minutes of Previous Meeting

5.1. Minutes of the Meeting of January 23, 2017 & February 2, 2017

[170123 Council MIN](#)

[170202 Council Budget MIN](#)

Resolution #2

Moved By: Councillor Rosehart

Seconded By: Councillor Hayes

THAT the Minutes of the Council Meeting of January 23, 2017 and the Council Budget Meeting of February 2, 2017, be approved.

Carried

6. Delegations and Presentations

6.1. Accessibility Achievement Award Presentation - St. Mary's Catholic Church

Presented By: Mayor Molnar & Councillor Stephenson

Mike Cerna, Accessibility Advisory Committee

Michael Kadey, Accessibility Advisory Committee

Robert Doerr, Accessibility Advisory Committee

Father Tom Ferrera and Teena Medonca representing St. Mary's Catholic Church attended and were presented with the Accessibility Achievement Award.

6.2. Highway 3 Big Otter Creek Bridge Rehabilitation

Presentation By: Fahmi Choudhury, MTO, Project Engineer

Tanya Cross, Dillon Consulting, Project Manager

Brandon Fox, Dillon, Environmental Planner

Veronica Blom, Dillon, Project Coordinator

[Highway 3 Big Otter Creek Bridge Rehabilitation](#)

[Big Otter Creek Tillsonburg Council Presentation](#)

Resolution #3

Moved By: Councillor Hayes

Seconded By: Councillor Rosehart

THAT Council receive the presentation regarding the Highway 3 Big Otter Creek Bridge Rehabilitation;

AND THAT the Noise By-Law exemption request, be referred to Report OPS 17-04 for consideration.

Carried

Council moved to Agenda Item 11.4.1 to consider Report OPS 17-04, Ministry of Transportation, Highway 3 Big Otter Creek Bridge Rehabilitation.

11.4 Operations

11.4.1 OPS 17-04 MTO Hwy 3 Big Otter Creek Bridge Rehabilitation

[OPS 17-04 MTO Hwy 3 Big Otter Creek Bridge Rehabilitation](#)

Resolution #15

Moved By: Councillor Stephenson Seconded By: Councillor Esseltine

THAT Council receive Report OPS 17-04, Ministry of Transportation, Highway 3 Big Otter Creek Bridge Rehabilitation;

AND THAT Council exempt the Ministry of Transportation from Section 1.11 of By-Law 3002, Tillsonburg Noise By-law, during the MTO Big Otter Creek Bridge Rehabilitation project.

Carried

Council resumed the Order of Business.

7. Public Meeting

7.1. Application for Official Plan Amendment & Zone Change- OP 16-11-7 & ZN 7-16-09 - Town of Tillsonburg Non-Profit Housing Corp.

[CASPO 2017-24](#)

[Report Attachments](#)

[Draft Official Plan Amendment](#)

[Draft Zoning By-Law Amendment](#)

[Official Plan Amendment Application](#)

[Zone Change Application](#)

Eric Gilbert, Development Planner, County of Oxford, appeared before Council and presented CASPO Report 2017-24 for the applications for Official Plan Amendment & Zone Change.

Opportunity was given for comments and questions.

The applicant Stephen Culig appeared before council in support of the applications.

Larry Scanlan appeared before council in opposition to the applications.

Mr. Scanlan expressed a number of concerns regarding the proposed development including sites lines; number of tenants; future use of the property, water runoff, visitor parking, impact on resale values for surrounding properties; and character of the proposed building.

A request was made for Council comment on the site plan application.

Approximately (22) residents appeared in support of Mr. Scanlan's presentation opposing the proposed applications.

Norma Turner appeared before Council in opposition to the applications and expressed concern for increased traffic; maintenance of the property; snow removal; and water runoff.

John Puhr appeared before council in opposition to the applications and expressed concern for water runoff from the property and the character of the proposed development.

Ron Lang appeared before council in opposition to the applications and expressed concern for the appearance of the proposed development and resale value of his home.

Ken Butcher appeared before council in opposition to the applications and noted concern for the appearance of the proposed development; impact on resale values for surrounding properties and traffic congestion.

Irene Clark appeared before council in opposition to the applications.

Staff to assist the Applicant with the facilitation of a meeting between the Applicant and the neighbours.

Moved By: Councillor Hayes

Seconded By: Councillor Rosehart

THAT Council defer the application to provide the opportunity for further options.

Carried

Resolution #4

Moved By:

Seconded By:

THAT Council support the application to amend the Oxford County Official Plan (File No. OP 16-11-7) as submitted by Town of Tillsonburg Non-Profit Housing Corp., for lands located at 8 Hardy Avenue & 13 Sanders Street, in the Town of Tillsonburg to re-designate the subject property from Low Density Residential to Medium Density Residential to facilitate the construction of a one storey apartment building;

AND THAT Council approve-in-principle the zone change application submitted by Town of Tillsonburg Non-Profit Housing Corp., whereby the lands described as Lots 598, 599 & 600, Plan 500, Part 1 of 41R-6762, Part 1 of 41R-6175, Part 1 of 41R-8912, known municipally as 13 Sanders Street and 8 Hardy Avenue, are to be rezoned from Low Density Residential Type 1 Zone (R1) to Medium Density Residential Zone (RM).
Deferred

8. Public Meeting**8.1 CASPO 2017-30 Tillsonburg Community Improvement Plan**[CASPO 2017-30](#)[Proposed Community Improvement Program](#)

Eric Gilbert, Development Planner, County of Oxford and the Development Commissioner, Town of Tillsonburg appeared before Council and presented CASPO Report 2017-30 regarding the proposed Community Improvement Program. Opportunity was given for comments and questions.

No member of the public appeared before council in support of or in opposition to the proposed Community Improvement Plan and incentives.

Council passed the following resolution.

Resolution #5

Moved By: Councillor Stephenson

Seconded By: Councillor Esseltine

THAT Council receive CASPO Report 2017-30, Tillsonburg Community Improvement Plan;

AND THAT Council adopt the revised Community Improvement Program;

AND FURTHER THAT staff be directed to investigate and report back on the potential development of a 'New Central Area Retail Use Grant Program' in Q2.

Carried

9. Committee Reports & Presentations

9.1 T:GO Call-n-Ride Business Plan – Community Transportation Pilot Program

Presentation By: Marty Graf, CEO, Community Living Tillsonburg
John Preston, Community Transportation Coordinator, T:GO
Fred Galloway, Consultant, Fred J Galloway Associates
[Delegation Request - TGO](#)
[Business Plan](#)
[Presentation](#)

Resolution #6

Moved By: Councillor Stephenson Seconded By: Councillor Esseltine

THAT Council receive the presentation regarding the T:GO Call-n-Ride Business Plan – Community Transportation Pilot Program, as information;
AND THAT the matter, be referred to staff to review and bring back a report and recommendations at a future council meeting.

Carried

Council recessed at 9:04 p.m.

Council resumed at 9:15 p.m.

9.2 PRA 17-02 Celebration Plaza

Presentation By: Ron Koudys, Landscape Architect
[Committee Delegation Request](#)
[PRA 17-02 - Celebration Plaza](#)
[RCP 17-12 - Celebration Plaza Project](#)

Resolution #7

Moved By: Councillor Esseltine Seconded By: Councillor Stephenson

THAT Council receive Report PRA 17-02, Celebration Plaza;
AND THAT Council approve the design of Tillsonburg's Celebration Plaza as presented including a bandshell-type multipurpose structure approximately 50'x25' in size.

Carried

9.3 Canada 150 Committee Update

CAN 17-01 Canada 150 Celebration Tree Program

Delegation By: Jami Stephenson, Chair

[Delegation Request](#)

[CAN 17-01, Canada 150 Celebration Tree Program](#)

Resolution #8

Moved By: Councillor Esseltine

Seconded By: Councillor Stephenson

THAT Council receive the delegation regarding the Canada 150 Committee Update;
AND THAT Council receive Report CAN 17-01, Canada 150 Celebration Tree Program;
AND THAT Council endorse the implementation of a Celebration Tree Program in 2017
to commemorate Canada's 150th anniversary;
AND THAT the matter be referred to staff for review and a report be brought back to
Council on the process to implement the program.

Carried

9.4 HBC 17-01 Tree to Our Nature, Canada 150 Legacy Program - Grant Application Request

[HBC 17-01 Tree to Our Nature Grant](#)

Resolution #9

Moved By: Councillor Adam

Seconded By: Deputy Mayor Beres

THAT Council receive Report HBC 17-01, Tree to Our Nature, Canada 150 Legacy
Program - Grant Application Request;
AND THAT Council direct staff to submit an application to the Tree for Our Nature,
Canada 150 Legacy Program for up to \$5,000.

Carried

10. Budget Presentation

10.1 Final 2017 Budget

Presentation By: Dave Rushton, Director of Finance

[Final 2017 Budget Presentation](#)

Resolution #10

Moved By: Councillor Adam

Seconded By: Deputy Mayor Beres

THAT Council receive the presentation regarding the Final 2017 Budget;

AND THAT the information presented, be referred to Report FIN 17-07 for consideration.

Carried

11. Reports from Departments

11.1. Clerk's Office

11.1.1. CL 17-04, Committee Appointments

[CL 17-04](#)

[Schedule A](#)

Resolution #11

Moved By: Deputy Mayor Beres

Seconded By: Councillor Adam

THAT Council receive Report CL 17-04, Committee Appointments;

AND THAT Wendy Cameron, Karen Smith and Paul Weaver, be appointed to the Canada 150 Committee;

AND THAT a By-law, be brought forward for Council's consideration.

Carried

Resolution

Moved By: Councillor Hayes

Seconded By: Councillor Rosehart

THAT Council suspends Section 4.3.2 of procedural by-law 3511, to allow the meeting to be extended past the curfew of 10:30 p.m.

Carried

11.2. Development and Communication Services

11.2.1. DCS 17-05 Building By-Law & Building Permit Fees

[DCS 17-05 Building By-Law & Building Permit Fees](#)

[Proposed Building By-Law 4077](#)

[Current Building By-Law 3198](#)

Resolution #12

Moved By: Deputy Mayor Beres Seconded By: Councillor Adam

THAT Council receive Report DCS 17-05, Building By-Law & Building Permit Fees;

AND THAT By-Law 4079, being a By-law to provide for the administration and enforcement of the Building Code Act and the establishment of building permit fees, be brought forward for Council's consideration.

Carried

Council moved to Agenda item 11.5.1 to consider Report RCP 17-17, Enhanced Beautification Program – Updated.

11.5 Recreation, Culture & Park Services

11.5.1 RCP 17-17 - Enhanced Beautification Program – Updated

[RCP 17-17 - Enhanced Beautification Program - Updated](#)

Resolution #17

Moved By: Councillor Adam Seconded By: Deputy Mayor Beres

THAT Council receive Report RCP 17-17, Enhanced Beautification Program – Updated;

AND THAT Council authorize staff to implement the enhanced beautification program for 2017 as outlined in the report.

Carried

Council resumed the Order of Business

11.3 Finance

11.3.1 FIN 17-06 Rates and Fees

[FIN 17-06 Rates and Fees](#)

[Schedule A 2017 Rates & Fees](#)

Resolution #13

Moved By: Councillor Rosehart Seconded By: Councillor Hayes

THAT Council receive Report FIN 17-06, Rates and Fees;

AND THAT By-Law 4085, To establish Rates & Fees for 2017, be brought forward for Council's consideration.

Carried

11.3.2 2017 Final Budget

[FIN 17-07 Final Budget](#)

[2017 Business Plan - Finance](#)

[2017 Business Plan- Building-Planning-By-Law](#)

[2017 Business Plan- Human Resources](#)

[2017 Business Plan- Fire Services](#)

[2017 Business Plan- Operations Services](#)

[2017 Business Plan- Parks Recreation](#)

[2017 Business Plan - Economic Development Marketing](#)

Resolution #14

Moved By: Councillor Hayes Seconded By: Councillor Rosehart

THAT Council receive Report FIN 17-07, 2017 Business Plans and Budget;

AND THAT the 2017 Budget and Business Plans in the amount of \$13,989,100, be adopted;

AND FURTHER THAT a By-law, be brought forward setting the 2017 Tax Rates.

Carried

11.4 Operations

11.4.2 OPS 17-05 Hanger 3 - McCall Land Lease Agreement

[OPS 17-05 Hanger 3 - McCall Land Lease Agreement](#)

[OPS 17-05 Attachment 1 - Hanger 3 - McCall Land Lease Agreement](#)

Resolution #16

Moved By: Councillor Esseltine Seconded By: Councillor Stephenson

THAT Council receive Report OPS 17-05, Hanger 3 - McCall Land Lease Agreement;

AND THAT the Mayor and Clerk, be authorized to execute the Land Lease Agreement with Reid & Michelle McCall;

AND THAT a By-law, be brought forward for Council's consideration.

Carried

12. Committee Minutes & Reports

- 12.1. Minutes, Canada 150 Committee
[170130 Canada 150 MIN](#)
- 12.2. Minutes, Heritage, Beautification & Cemetery Advisory Committee
[170202 HBC MIN](#)
- 12.3. Minutes, Memorial Park Revitalization Sub-Committee
[170116 Memorial Park Revitalization MIN](#)
[170130 Memorial Park Revitalization MIN](#)
[JL Scott McLean Legacy Fund](#)
- 12.4. Minutes, Museum Advisory Committee
[Minutes, January 26, 2017](#)
- 12.5. Minutes, Parks & Recreation Advisory Committee
[170117 Parks & Recreation Advisory MIN](#)

Resolution #18

Moved By: Deputy Mayor Beres Seconded By: Councillor Adam

THAT Council receive the Minutes of the Canada 150 Committee for January 30, 2017; the Heritage, Beautification & Cemetery Advisory Committee for February 2, 2017; the Memorial Park Revitalization Sub-Committee for January 16, 2017 and January 30, 2017; the Museum Advisory Committee for January 26, 2017; and the Parks & Recreation Advisory Committee for January 17, 2017, as information.

Carried

13. Notice of Motions

13.1. **Notice of Motions for which previous notice was given**

Staff to bring the matter before the Heritage, Beautification & Cemetery Advisory Committee for review and comment.

Resolution #19

Moved By: Councillor Stephenson Seconded By: Councillor Esseltine

THAT Staff review the Town of Tillsonburg's policy for Memorial Tree Donations in order to make the program more affordable for the public and encourage the donation of trees.

Carried

14. By-Laws

By-Laws from the Meeting of Monday, February 13, 2017

Resolution #20

Moved By: Councillor Rosehart

Seconded By: Councillor Hayes

- 14.1.** THAT By-Law 4085, To Adopt a Schedule of Fees for certain Municipal Applications, Service and Permits, be read for a first and second reading and this constitutes the first and second reading thereof.

Carried

Resolution #21

Moved By: Councillor Hayes

Seconded By: Councillor Rosehart

- 14.2.** THAT By-Law 4078, To amend Schedule A of By-Law 3876, to Define the Mandate, Membership, and Meeting Procedures for Committees Established by The Corporation of the Town of Tillsonburg;
AND THAT By-Law 4079, To provide for the administration and enforcement of the Building Code Act and the establishment of building permit fees;
AND THAT By-Law 4081, To enter into an Airport Hanger Land Lease Agreement with Reid & Michelle McCall;
AND THAT By-Law 4083, To Designate Lands within a Community Improvement Project Area;
AND THAT By-Law 4084, To Adopt the Town of Tillsonburg Community Improvement Plan, be read for a first, second and third and final reading and that the Mayor and the Clerk be and are hereby authorized to sign the same, and place the corporate seal thereunto.

Carried

Resolution #22

Moved By: Councillor Hayes

Seconded By: Councillor Rosehart

- 14.3.** THAT By-Law 4086, To confirm the proceedings of Council at its meeting held on the 13th day of February, 2017, be read for a first, second and third and final reading and that the Mayor and the Clerk be and are hereby authorized to sign the same, and place the corporate seal thereunto.

Carried

15. Items of Public Interest

Family Day Fun at the Museum, Monday, February 20, 2017 - 10 a.m. to 4 p.m.

Tillsonburg Family Day at the Community Centre – 8 a.m. to 4:30 p.m.

16. Adjournment

Resolution #23

Moved By: Councillor Stephenson

Seconded By: Councillor Esseltine

THAT the Council Meeting of Monday, February 13, 2017 be adjourned at 10:52 p.m.

Carried

Tillsonburg Dog Park Site Planning

A review of sites considered and recommendation.

Dog Park Committee

- ← Formed in Sept 2016 from interested citizens that attended the June 23, 2016 Dog Park Meetings (afternoon & evening sessions)
- ← 10 Committee members:
 - ← Pete Luciani - Chair
 - ← Tyler Coghill - Co-chair
 - ← Rosanne Fillion - Treasurer
 - ← Sheena Larmer - Secretary
 - ← Shirley Yuill
 - ← Judy Carle
 - ← Mary Lou Crichton
 - ← Kelly Luciani
 - ← Dianne Langohr
 - ← Darcy Crossman

Initial Mandate

- ← Research and recommend potential location(s) for the development of an off leash dog park.
- ← Research and recommend amenities to be included initially and in the future for the off leash dog park.
- ← Review fundraising opportunities to assist with the capital and operating costs of an off leash dog park.
- ← Report back the findings and recommendations to the Parks and Recreation Committee.
- ← Establish a volunteer management committee to oversee the operations of an off leash dog park.

*Input from the June 23, 2016 Public Dog Park Meeting sessions, as well as the previous 2009 Dog Park Committee report were considered by this Committee.

Sites considered and reviewed for the Tillsonburg Dog Park

- ← Memorial Park
- ← Gyulveszi Park
- ← Cadman Park
- ← Transfer Station
- ← Participark
- ← Elliott Fairbairn Centre
- ← Soccer Park
- ← Maple Lane School

List of Required and Preferred Amenities for a Dog Park – As Per Public Meetings

Required

- ← Parking
- ← Fencing
- ← Safe/Easy Accessibility At Park
- ← Safe/Easy Accessibility To Park
- ← Waste Receptacle/Removal
- ← Access for Ongoing Maintenance

Preferred/Wanted

- ← Access to Water for Dogs
- ← Electricity
- ← Access to Washroom Facilities
- ← Trees and/or Shade
- ← Benches/Picnic Tables
- ← Possibility of Multiple Entrances
- ← Limited Nuisance to Residential Areas or Proper Zoning In Place Currently (Active Use)

Recommended Sites

Memorial Park #1

- ▶ Offers a central site.
- ▶ Easy development and manageable cost due to flat clear land being in place.
- ▶ Great accessibility for local residents with dogs and no backyard. (multiple apartment units close by)
- ▶ Accessible for those with limited mobility.
- ▶ Already being used as unofficial dog park including waste management that resembles that of dog park.
- ▶ Size flexibility including potential growth if needed.

Gyulveszi Park #2

- ▶ Sight would require most residents to drive.
- ▶ Easy development and manageable cost due to flat clear land being in place.
- ▶ Would be limited for some residents with mobility issues however better than most other sites.
- ▶ Mixed use park. Soccer fields, open play space, park swings (new), etc.
- ▶ Size flexibility including potential growth if needed.
- ▶ Playset along with soccer fields may need to be moved if site selected.

*Additional detail in following slides

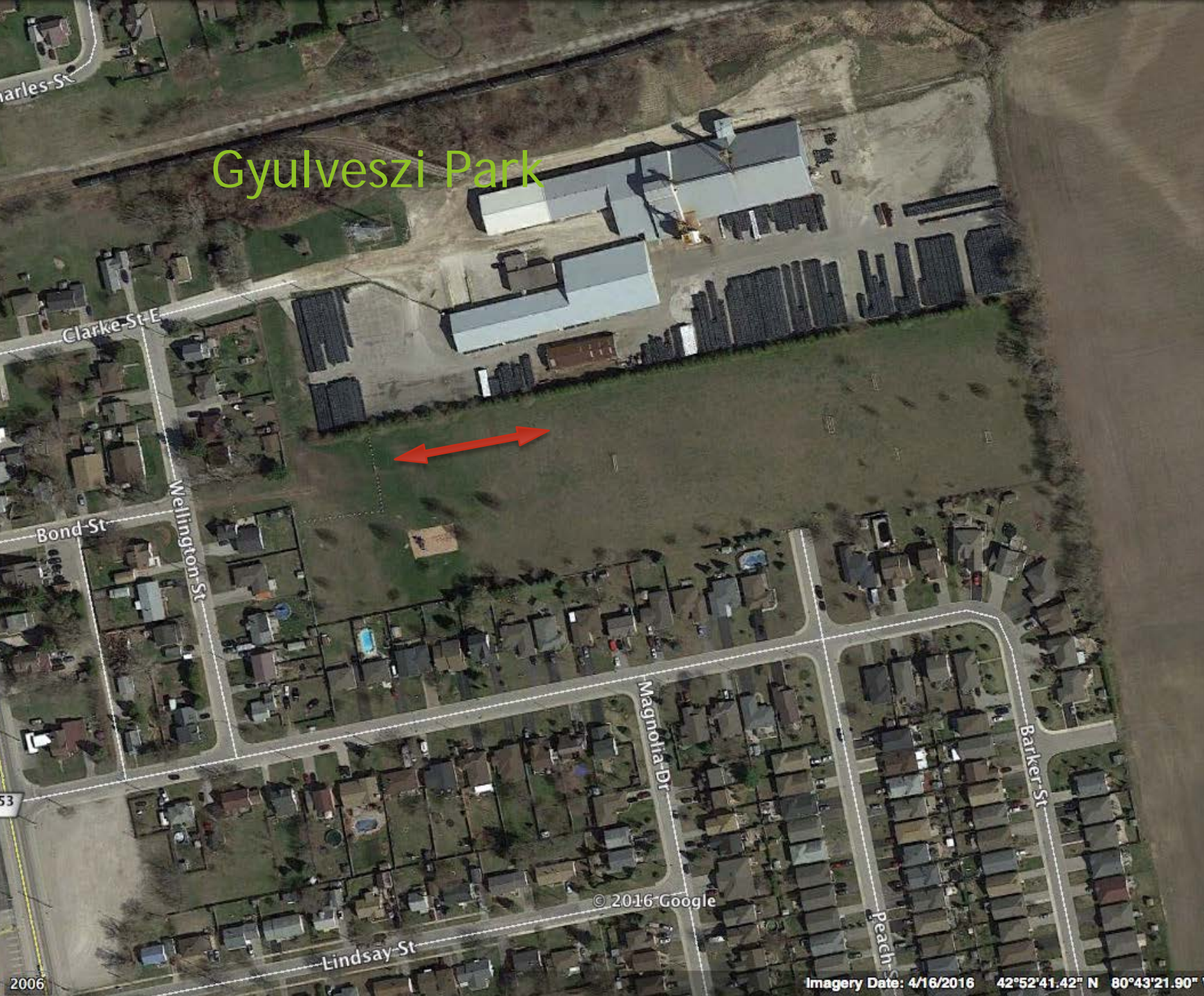


Memorial Park



Memorial Park

- ← **Parking:** Gravel lot currently in place, would only require minimal work to finish off.
- ← **Fencing:** Full fencing would be needed unless a deal could be worked out to attach and repair the fence currently along the north side.
- ← **Access At Park:** The existing grassed area is already mostly flat hard ground.
- ← **Access To Park:** This is easily accessed by foot by many different neighbourhoods and will have parking for those who need to drive.
- ← **Waste:** Currently being collected. (can is mostly dog waste already)
- ← **Maintenance:** Currently being maintained.
- ← **Water:** Not currently in place but would be accessible.
- ← **Electricity:** Not currently in place but would likely be accessible.
- ← **Washroom:** Facilities at Community Centre but could be addressed onsite with a Porta-Potti.
- ← **Tree/Shade:** Limited along one side of park.
- ← **Benches:** None.
- ← **Multiple Entrances:** Two entrances may be ideal for this site.
- ← **Residential/Zoning:** Active use zoning allows for dog park.
- ← **Summary:** This site checks the most boxes on the list of needs and wants. This site provides the site size and ground conditions required. It is centrally located, drawing residents to a multi use recreational area. It is easily accessible from road, sidewalks or trails. This area is already being used as an unofficial dog



Gyulveszi Park



Goog

Gyulveszi Park

- ← **Parking:** Parking is available
- ← **Fencing:** This site would require full fencing, however, would appear to be a straight forward install
- ← **Access At Park:** This site would have easy access for all.
- ← **Access To Park:** Easy access for many walkers and drivers
- ← **Waste:** Yes
- ← **Maintenance:** This site would require limited additional maintenance
- ← **Water:** No water currently at site, appears it would be easy to run water in
- ← **Electricity:** Likely feasible
- ← **Washroom:** No - would be able to place porta-potty on site. (not ideal in residential area)
- ← **Tree/Shade:** Limited already available
- ← **Benches:** Yes
- ← **Multiple Entrances:** It would be possible.
- ← **Residential/Zoning:** Major residential surrounding park on two sides.
- ← **Summary:** This site meets many of the list of needs and wants. This site provides the site size and ground conditions required. This site is suitable for a dog park.

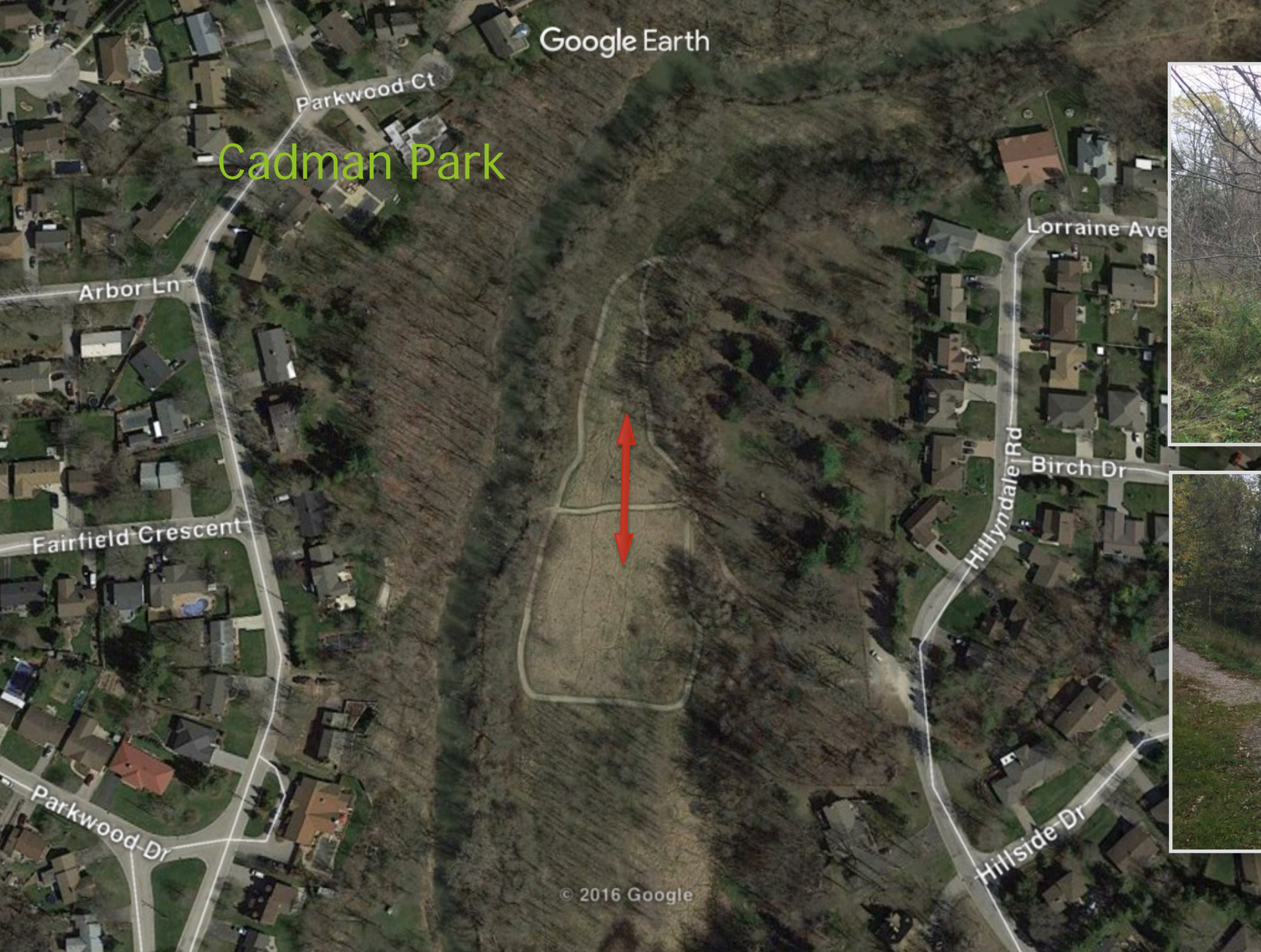
Memorial Park - Preferred Site

After establishing a list of wants and needs, the Tillsonburg Dog Park Committee would like to move forward with the possibility of placing a dog park at the Memorial Park site.

The area at Memorial Park is currently being used as a dog park by local residents. A dog park at this location will continue to promote community togetherness and events at the Community Centre.

Overall, based on the costing and development, this would provide the most efficient and effective site versus all others reviewed.

Others Sites Reviewed by the Tillsonburg Dog Park Committee



Cadman Park

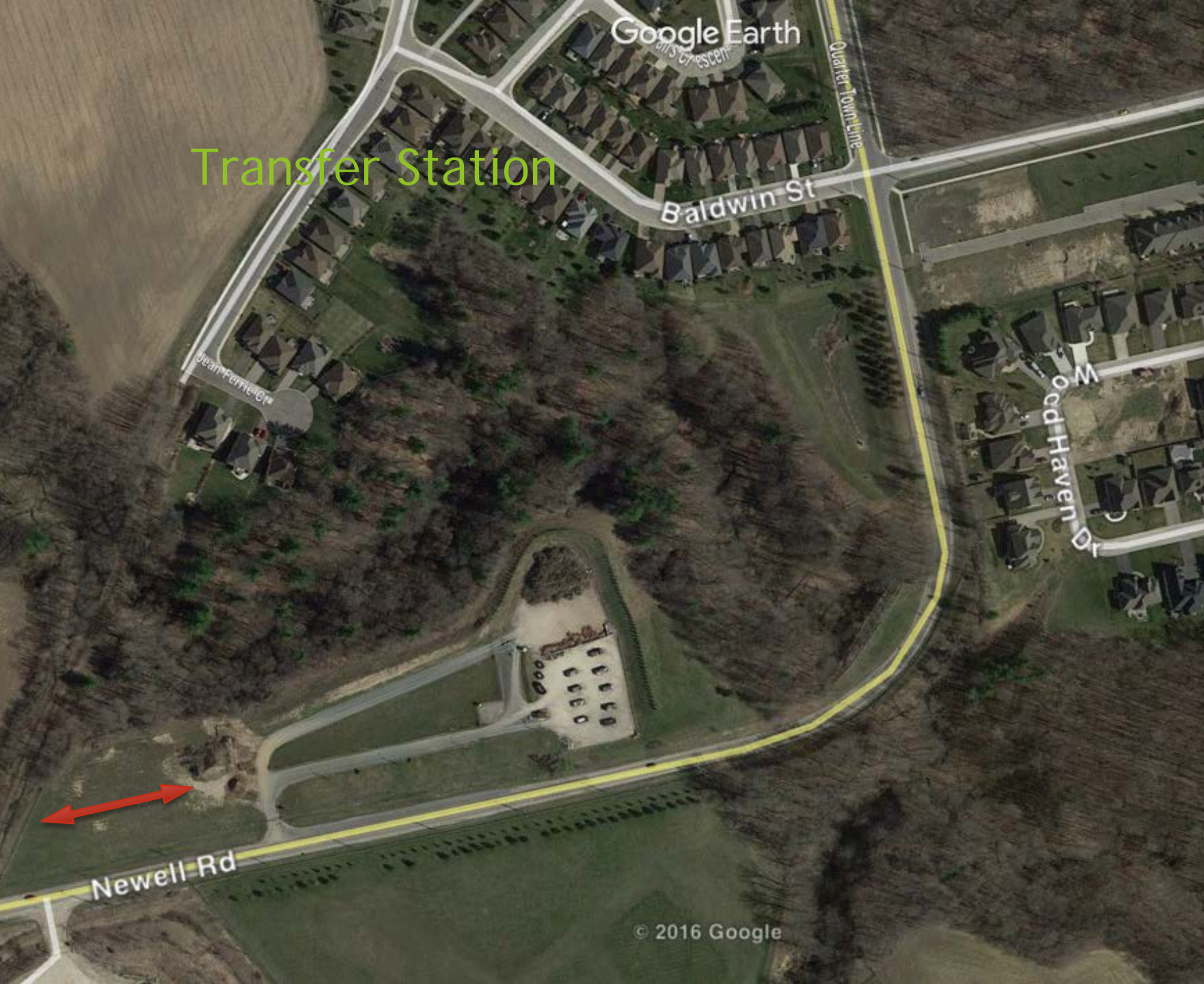
Google Earth

© 2016 Google



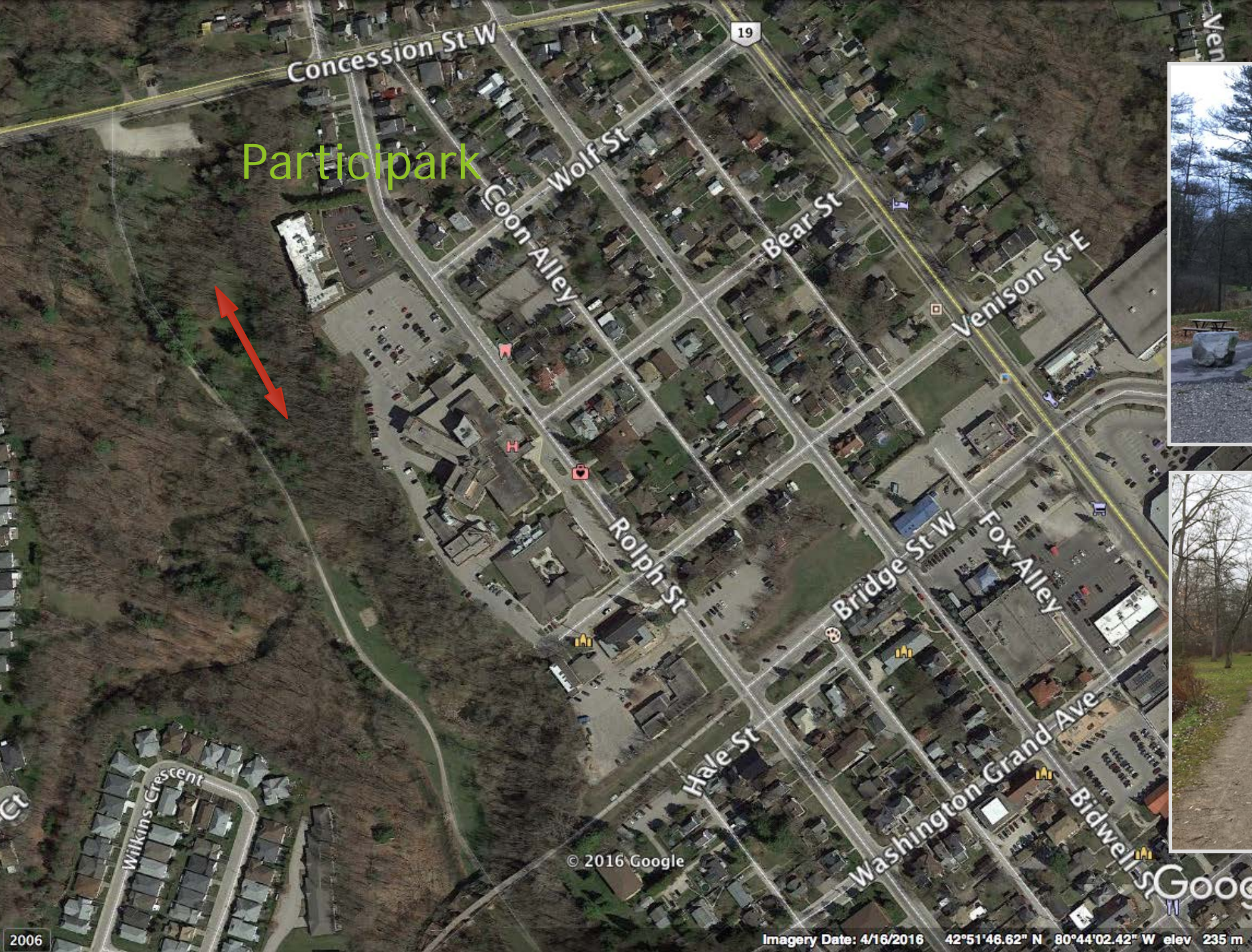
Cadman Park

- ← **Parking:** Limited Available - Limited Expansion
- ← **Fencing:** None in place and would need full development on difficult terrain
- ← **Access At Park:** Very wet (flood plain), steep hill to get to site, no current access for people with limited mobility
- ← **Access To Park:** Not located within walking distance for majority of town - set off to the far end of town
- ← **Waste:** Currently in place and being collected
- ← **Maintenance:** Difficult, heavy, wild/natural growth, which would now need to be cleaned up often
- ← **Water:** No water at site with likely large cost to get water to site
- ← **Electricity:** None at site & not likely financially feasible if ever needed
- ← **Washroom:** No, would require porta-potty
- ← **Tree/Shade:** Significant trees and shade already in place
- ← **Benches:** None
- ← **Multiple Entrances:** Would be possible to create more than one entrance but likely irrelevant as people would be required to come into the park from parking area
- ← **Residential/Zoning:** Several residences overlook the spot where the site would be causing concern for execution. Area is overseen by Conservation Authority.
- ← **Summary:** This site holds several key characteristics we would like for a park. However, due to the fact that the space is already used by non-dog walkers, has limited access for people with mobility issues, poor ground conditions during inclement weather and has major residential concerns, this site was a pass for the committee at this point.



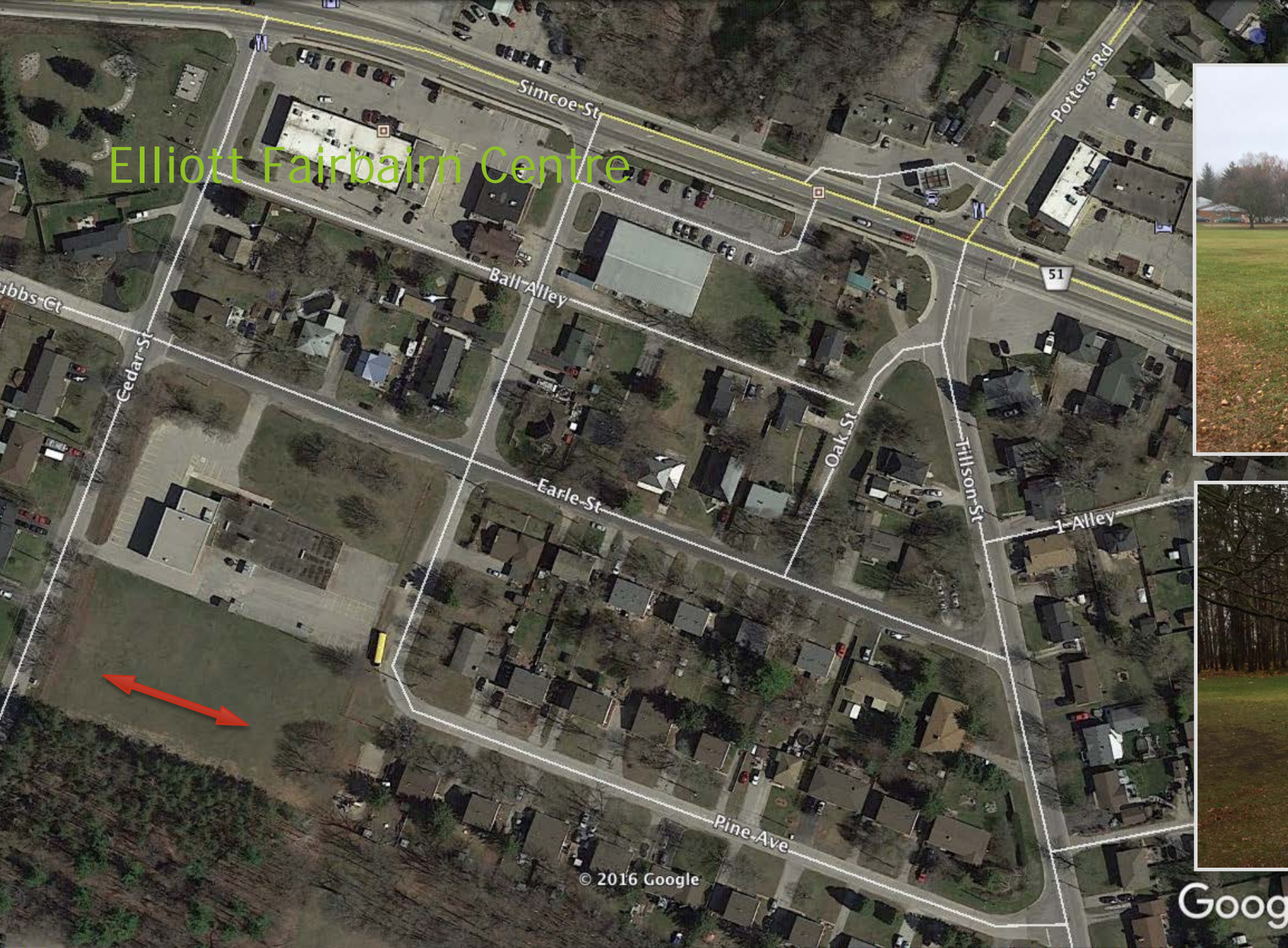
Transfer Station

- ← **Parking:** Not currently in place; could build cost effective parking with gravel
- ← **Fencing:** No proper fencing at site
- ← **Access At Park:** There would be easy access to the park
- ← **Access To Park:** Majority of users would have to drive to the park, not centrally located to anyone, and concern over conflicting use of area and access with transfer station
- ← **Waste:** None currently in place
- ← **Maintenance:** Easy maintenance of area
- ← **Water:** None currently in place, unsure of access to water.
- ← **Electricity:** Likely feasible
- ← **Washroom:** None - would be porta-potty
- ← **Tree/Shade:** Very minimal. Would need full landscaping
- ← **Benches:** None
- ← **Multiple Entrances:** Yes, but would only need 1 as all would enter off the same area
- ← **Residential/Zoning:** No residential, should be able to zone correctly
- ← **Summary:** Has some of the key needs for a dog park. However, concerns of traffic and the existing and future use of the area as well as full development costs for a dog park, lead us to believe this is less than an ideal site



Participark

- ← **Parking:** Yes, more than adequate parking available
- ← **Fencing:** Full fencing would be needed at site with potential for significant terrain issues
- ← **Access At Park:** Potential sites would all be part way down the path. All people would need to walk into park.
- ← **Access To Park:** Major concerns about the entrance way and ground conditions during wet times. This site would require most people to drive
- ← **Waste:** Currently being removed
- ← **Maintenance:** Would need basic cutting as well as likely trimming, removing trees.
- ← **Water:** No water at site, unsure if possible
- ← **Electricity:** No electricity at site, unsure if possible
- ← **Washroom:** Currently in place
- ← **Tree/Shade:** Very good shade
- ← **Benches:** Not currently in place
- ← **Multiple Entrances:** Possible depending on site
- ← **Residential/Zoning:** The only site we saw enough space for would put the park in the closest spot to residential proximity.
- ← **Summary:** This site brings forth many access concerns during dry and wet times. There is little clarity on where the park could actually be located and still offer a safe, easy access.



Elliott Fairbairn Centre



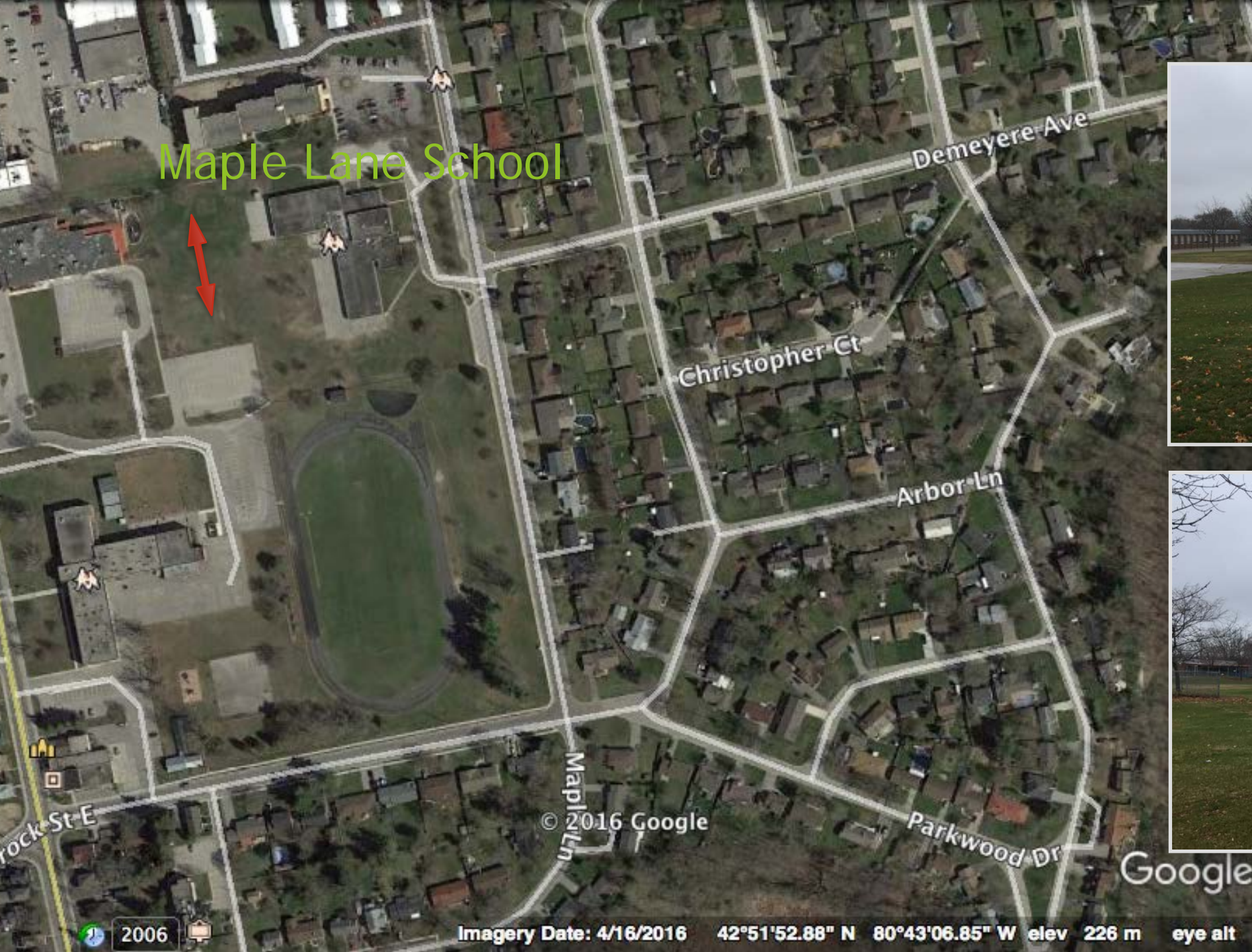
Elliott Fairbairn Centre

- ← **Parking:** Yes, parking currently available in area.
- ← **Fencing:** Inadequate fencing at site.
- ← **Access At Park:** Access would not be an issue for this area.
- ← **Access To Park:** Off to one side of town but would have a mixed access via cars and walkers.
- ← **Waste:** Yes.
- ← **Maintenance:** Would take basic maintenance.
- ← **Water:** Likely available at site.
- ← **Electricity:** Likely available at site.
- ← **Washroom:** No.
- ← **Tree/Shade:** Mature trees currently in place.
- ← **Benches:** No.
- ← **Multiple Entrances:** Yes, this would be possible.
- ← **Residential/Zoning:** This site backs on to residential housing on two sides.
- ← **Summary:** This site has many of the qualities we would be hoping for in a dog park. However, as the recommendation for a dog park previously failed at this location due to residential opposition, this is not a fit to revisit at this point.



Soccer Park

- ← **Parking:** Yes, but already has overflow issues.
- ← **Fencing:** No fencing at site, major issues with level of ground and terrain.
- ← **Access At Park:** Would need to walk substantial distance to get to the park. Would require major development.
- ← **Access To Park:** Majority of users would need to access via car; may have limited or minimal access in winter.
- ← **Waste:** None.
- ← **Maintenance:** Natural land would require maintenance not currently performed.
- ← **Water:** Water may be very costly.
- ← **Electricity:** Not cost effective.
- ← **Washroom:** No - would be able to place porta-potty on site.
- ← **Tree/Shade:** Natural growth.
- ← **Benches:** No.
- ← **Multiple Entrances:** No.
- ← **Residential/Zoning:** Likely zoned for active use which would be correct zoning for dog park.
- ← **Summary:** The site provides many of the features wanted for a dog park. However due to major congestion, seasonality of existing use, and access issues, this would not be an ideal location. It would also face major costs versus many other sites.



Maple Lane School

- ← **Parking:** Unsure if any would be available for the park.
- ← **Fencing:** Yes the majority of fencing needed would already be in place.
- ← **Access At Park:** The existing grassed area is already mostly flat hard ground with fairly easy access.
- ← **Access To Park:** Easy access via car.
- ← **Waste:** No.
- ← **Maintenance:** This would be a new area to maintain for the town.
- ← **Water:** Not currently but would be likely easy to get in.
- ← **Electricity:** Not currently at site.
- ← **Washroom:** None available. Porta-potty is a possible option.
- ← **Tree/Shade:** Very limited.
- ← **Benches:** None.
- ← **Multiple Entrances:** Not likely possible.
- ← **Residential/Zoning:** This would be in the middle of two school zones.
- ← **Summary:** Due to the location near two schools, this site is not appropriate for a dog park. This is not town owned. Deal would need to be reached with the owners for the space.

Thank You!

Appendix A - Draft dog park rules.

Appendix B - Draft budget and fundraising.

Town of Tillsonburg's Leash Free Dog Park

This Park is intended for leash free dog walking. It is not recommended that leashed dogs are walked in this park. Please remove your dog's leash after entering the park. For the good functioning of the off-leash area, users are required to respect the following rules.

1. Open from 6 am to 10 pm
2. Up to date vaccinations and license tags required
3. Use the off-leash area at your own risk
4. Leash your dog while entering and exiting
5. Keep your dog within sight and under verbal control
6. Clean up after your dog
7. Do not allow your dog to chase wildlife
8. No puppies under 4 months, female dogs in heat, sick dogs or aggressive dogs
9. Dogs required by law to be leashed and muzzled must remain so while in the off-leash area
10. No glass containers, food or toys
11. Children must be supervised by an adult
12. Parents are advised this site is not suitable for young children

Dog Park Budget - Small

Appendix B - Page 1

Dog Park (Small) - Limited Amenities			
Item	Est. Cost	Description	Donation Expected
Fencing	\$25,000.00	110 x 330 ft with divider for small dog park, 3 small gates, 1 large gate	Funds
Signage	\$350.00	48x36 in rule sign (1), 16x12in entrance sign (2), 32x24 extra (2) - aluminium	Funds
Garbage Pails	\$545.00	55 gallon steel drum with lid (2) - Uline	Material
Seating	\$600.00	A frame picnic tables (3) - Uline	Material & Labour
Trees	\$2,000.00	Large trees (3) Maples 12m, Medium (4) 9m, Small (6) 5m, Saplings (20)	Material & Labour
Dog Waste Systems	\$325.00	Bag dispenser, sign and post (2) - Uline	Funds
SubTotal Funds Need	\$28,820.00		
Tax	\$3,746.60		
Total Funds Need	\$32,566.60		
<i>Additional Items/Phases</i>			
Water to Dog Park		End with simple tap/faucet above ground	
Water Delivery Item	\$600 - \$3000	Various delivery systems available	
Pathway/Walkway			
Moloc Garbage Disposal	\$2,000	Small Moloc disposal (1)	
Dog Exercise Equipment	\$5,000	Canine Courtyard Essential Package from dog-on-it park.com (various possibilities)	
Gravel Parking Clean Up	\$250	Signs for parking area	

Fundraising for Dog Park - Small

Appendix B - Page 2								
	Min \$	Unit	Total			Cost	Unit	Total
Naming Rights	\$5,000.00	1	\$5,000.00	Name to be approved		\$500	1	\$500.00
Post Sponsorship	\$65.00	120	\$7,800.00	Small nameplate on post		\$10	120	\$1,200.00
Picnic Table	\$250.00	3	\$750.00	Medium name plate		\$15	3	\$45.00
Personal Donation	\$5,000.00	1	\$5,000.00	GoFundMe - Door to Door?		5%		\$250.00
Corporate	\$10,000.00	1	\$10,000.00	Material, labour and funds		\$0	1	\$0.00
In Store Donation	\$1,500.00	1	\$1,500.00	Partnership with retail/vet		\$150	1	\$150.00
Events	\$2,500.00	1	\$2,500.00	BBQ, Garage Sale, Pet Wash		\$0	1	\$0.00
Trash Cans	\$250.00	2	\$500.00	Medium name plate		\$15	2	\$30.00
Tree Sponsorship	\$150.00	13	\$1,950.00	Medium name marker		\$25	13	\$325.00
Saplings by _____	\$500.00	1	\$500.00	Sign		\$50	1	\$50.00
								\$0.00
Est. Total Raised			\$35,500.00	Estimated Cost to Raise				\$2,550.00
				Net Fundraising Total				\$32,950.00

Dog Park Budget - Basic

Appendix B - Page 3

Dog Park (Basic) - Limited Amenities			
Item	Est. Cost	Description	Donation Expected
Fencing	\$31,000.00	110 x 500 ft with divider for small dog park, 3 small gates, 1 large gate	Funds
Signage	\$350.00	48x36 in rule sign (1), 16x12in entrance sign (2), 32x24 extra (2) - aluminium	Funds
Garbage Pails	\$545.00	55 gallon steel drum with lid(3) - Uline	Material
Seating	\$1,000.00	A frame picnic tables (5) - Uline	Material & Labour
Trees	\$3,500.00	Large trees (6) Maples 12m, Medium (6) 9m, Small (10) 5m, Saplings (40)	Material & Labour
Dog Waste Systems	\$325.00	Bag dispenser, sign and post (2) - Uline	Funds
SubTotal Funds Need	\$36,720.00		
Tax	\$4,773.60		
Total Funds Need	\$41,493.60		
<i>Additional Items/Phases</i>			
Water to Dog Park		End with simple tap/faucet above ground	
Water Delivery Item	\$600 - \$3000	Various delivery systems available	
Pathway/Walkway			
Moloc Garbage Disposal	\$2,000	Small Moloc disposal (1)	
Dog Exercise Equipment	\$5,000	Canine Courtyard Essential Package from dog-on-it park.com (various possibilities)	
Gravel Parking Clean Up	\$250	Signs for parking area	

To: Mayor and Members of Town of Tillsonburg Council

From: Eric Gilbert, Senior Planner, Community and Strategic Planning

Applications for Redline Changes to Draft Approved Plan of Subdivision and Zone Change 32T-06005 & ZN7-17-01: Performance Communities Realty Inc

REPORT HIGHLIGHTS

- The proposed revised draft plan of subdivision consists of 155 lots for single detached dwellings, and 7 townhouse lots for 28 street-fronting townhouse dwellings serviced by extensions of Denrich Avenue, Wilson Avenue, Arnold Street and Dereham Drive. The plan is to be developed in 2 phases.
- The applicant proposes a number of zoning amendments to permit increased lot coverage, reduced rear yard depths, and reduced front yard depths for lots fronting Dereham Drive.
- The revised draft plan is consistent with the relevant policies of the 2014 Provincial Policy Statement and the Official Plan.

DISCUSSION

Background

OWNER:

Performance Communities Realty Inc.
1 Barrie Boulevard
St. Thomas ON N5P 4B9

LOCATION:

The subject lands are legally described as Part of Lot 7, Concession 12 (Dereham), Parts 1-4 of 41R-9418, Town of Tillsonburg. The lands are located east of Quarter Town Line Road, north of Sanders Crescent, west of Lowrie Crescent, and south of Concession St W in the Town of Tillsonburg.

COUNTY OF OXFORD OFFICIAL PLAN:

Schedule "T-1"	Town of Tillsonburg Land Use Plan	- Residential
Schedule "T-2"	Town of Tillsonburg Residential Density Plan	- Low Density Residential

TOWN OF TILLSONBURG ZONING BY-LAW NO. 3295:

Existing Zoning: Low Density Residential Type 1A Holding Zone (R1A-H)
 Low Density Residential Type 2 Holding Zone (R2-H)
 Special Low Density Residential Type 3 Holding Zone (R3-2-H)

Requested Zoning: Low Density Residential Type 1A Holding Zone (R1A-H)
 Special Low Density Residential Type 1A Holding Zone (R1A-18H)
 Special Low Density Residential Type 1A Holding Zone (R1A-19H)
 Special Low Density Residential Type 2 Holding Zone (R2-13H)
 Special Low Density Residential Type 2 Holding Zone (R2-14H)
 Special Low Density Residential Type 2 Holding Zone (R2-15H)
 Special Low Density Residential Type 3 Holding Zone (R3-13H)

PROPOSAL:

Applications have been received by the County of Oxford and Town of Tillsonburg to amend the current Draft Approved Plan of Subdivision and Town Zoning By-law to facilitate the development of a residential plan of subdivision comprising 155 lots for single detached dwellings, and 7 townhouse lots for 28 street-fronting townhouse dwellings serviced by extensions of Denrich Avenue, Wilson Avenue, Arnold Street and Dereham Drive. The plan is to be developed in 2 phases.

The subject lands are located east of Quarter Town Line, north of Sanders Crescent and west of Lowrie Crescent and have an area of approximately 12.6 ha (31 ac). Surrounding land uses include primarily low density residential development, consisting of single detached dwellings and street-fronting townhouses. The subject lands are currently in agricultural production (cash crops).

The subject lands were originally draft approved in 2007, under subdivision file 32T-06005. Since 2007, two phases of the plan have been registered. The applicant has proposed the following amendments to the draft approved plan of subdivision:

- The number of detached lots is decreased from 159 to 155;
- The number of townhouse dwellings changes from 29 to 28;
- The number of townhouse lots increases from 4 to 7;
- Dereham Drive ROW width increases from 20m to 22m and the intersection of Dereham and Quartertown Line is aligned with existing Dereham Drive allowance west of Quartertown Line;
- Block 304 is removed as the walkway is no longer required;
- Street ROW geometry at 3 'elbows' is adjusted;
- Rear property lines are adjusted for some lots to distribute 'extra depth' more proportionately.

An application for zone change has been submitted to facilitate the following changes:

1. R1(A) Zone Amendments:

- Rear yard depth (Lots 66 to 82 on Lowrie Crescent in Phase 2): amend to reduce from 10.5 m (34.4 ft) current requirement to permit minimum rear yard depth of 7.0 m (22.9 ft);
- Lot Coverage: Refer to Plate 2 (increase coverage on some lots);
- Exterior side yard: amend to permit 4.5 m (14.7 ft) minimum exterior side yard;

- Covered decks, patios and porches (Lots 66 to 82 on Lowrie Crescent in Phase 2): – amend to permit structure to project 4.0 m (13.1 ft) into rear yard and amend to permit 3.0 m (9.8 ft) minimum setback between projection and rear property line.

2. R2 Zone Amendments:

- Front yard depth (Lots 35 to 42 on Dereham Drive in Phase 1): Amend to permit 5.0 m (16.4 ft) minimum front yard depth;
- Rear yard depth: amend to permit 6.0 m (19.6 ft) minimum rear yard depth;
- Lot Coverage: Refer to Plate 2 (increase coverage on some lots);
- Exterior Side Yard: amend to permit 4.5 m (14.7 ft) minimum exterior side yard;
- Covered decks, patios and porches: amend to permit structure to project 3.0 m (9.8 ft) into rear yard and amend to permit 3.0 m minimum setback between projection and rear property line.

3. R3-2 Zone Amendments:

- Rear yard depth: amend to permit 6.0 m (19.6 ft) minimum rear yard depth;
- Lot Coverage: amend to reduce maximum permitted lot coverage to 50%;
- Covered decks, patios and porches: amend to permit structure to project 3.0 m (9.8 ft) into rear yard and amend to permit 3.0 m minimum setback between projection and rear property line;
- Rezone Lot 80 Denrich Drive in Phase 1 from R3-2 to R2.

The applicant has indicated that the purpose of these requests is to accommodate an increased prevalence and popularity of covered porches and covered decks in the construction of new dwellings, and to ensure that the applicant's home designs and footprint will fit on irregularly shaped lots.

Plate 1, Location Map with Existing Zoning and 2015 Aerial Photography, shows the location of the subject property and the existing zoning in the immediate vicinity.

Plate 2, Applicant's Proposed Zoning and Permitted Lot Coverages, depicts the proposed maximum permitted lot coverage and requested zoning amendments.

Plate 3, Existing Draft Plan, shows the existing draft plan and portions that have been registered to date.

Plate 4, Proposed Redline Changes, depicts the proposed amendments to the street and lot fabric for this portion of the draft plan of subdivision.

Plate 5, Proposed Revised Draft Plan provides the layout of the proposed revised draft plan of subdivision.

Comments

2014 Provincial Policy Statement

The 2014 Provincial Policy Statement (PPS) provides policy direction on matters of provincial interest related to land use planning and development. Under Section 3 of the Planning Act, where a municipality is exercising its authority affecting a planning matter, such decisions "shall be consistent with" all policy statements issued under the Act.

Section 1.1.2 of the Provincial Policy Statement (PPS) directs that sufficient land shall be made available through intensification, redevelopment and if necessary, designated growth areas, to accommodate an appropriate range and mix of employment opportunities, housing and other land uses to meet projected needs for a time horizon of up to 20 years.

Section 1.4.1 of the PPS sets out policies which are intended to provide for an appropriate range of housing types and densities required to meet projected requirements of current and future residents. To accommodate this, planning authorities shall maintain at all times the ability to accommodate residential growth for a minimum of 10 years through residential intensification, redevelopment and if necessary, lands which are designated and available for residential development.

Section 1.6 directs municipalities to efficiently utilize existing infrastructure and public service facilities prior to the establishment of new facilities.

Official Plan

The subject lands are designated 'Low Density Residential' according to the Town of Tillsonburg Residential Density Plan, as contained in the County of Oxford Official Plan.

The policies of Section 10.3.3 (Plans of Subdivision and Condominium) provide that County and Town Council will evaluate applications for a plan of subdivision on the basis of the requirements of the Planning Act, as well as criteria including, but not limited to, the following:

- Conformity with the Official Plan;
- The availability of community services such as roads, water, storm and sanitary sewers, waste disposal, recyclable collection, public utilities, fire and police protection, parks, schools and other community facilities;
- The accommodation of Environmental Resources and the mitigation of environmental and human-made constraints;
- The reduction of any negative effects on surrounding land uses, transportation networks or significant natural features;
- The design of the plan to be integrated into adjacent developments, and;
- The design of the plan is to be compatible with the natural features and topography of the site, and proposals for extensive cut and fill will be discouraged.

As a condition of draft plan approval, County Council will require an applicant to satisfy conditions prior to final approval and registration of the plan. The applicant will be required to meet the conditions of the draft approval within the specified time period, failing which, draft plan approval may lapse. Additionally, to provide for the fulfillment of these conditions, and for the installation of services according to municipal standards, County Council shall require the applicant to enter into a subdivision agreement with the area municipality and, where necessary, the County, prior to final approval of the plan.

Zoning By-Law

The subject lands are currently zoned 'Low Density Residential Type 1A Holding Zone (R1A-H)', 'Low Density Residential Type 2 Holding Zone (R2-H)' & 'Special Low Density Residential Type 3 Holding Zone (R3-2-H)' in the Town of Tillsonburg Zoning By-law. The applicant proposes to rezone portions of the lands to 'Special Low Density Residential Type 1A Holding

Zone (R1A-18H)', 'Special Low Density Residential Type 1A Holding Zone (R1A-19H)', 'Special Low Density Residential Type 2 Holding Zone (R2-13H)', 'Special Low Density Residential Type 2 Holding Zone (R2-14H)', 'Special Low Density Residential Type 2 Holding Zone (R2-15H)', & 'Special Low Density Residential Type 3 Holding Zone (R3-13H)'.

The special provisions outlined above (and described in detail previously in this report) are being requested to provide for reductions to the exterior side yard width, required rear yard depth, increased maximum lot coverage, increased permitted projections for covered porches and decks, and reduced front yard depth for selected lots in the proposed plan of subdivision.

Agency Comments

The development proposal was circulated to those agencies that were considered to have an interest in the proposal.

The Town of Tillsonburg Engineering Department indicated that they have reviewed the (amended) final Stormwater Management Report and are in general agreement with the report conclusions and recommendations. Any concerns or revisions can be addressed through the review and approval of subdivision design drawings.

The Town of Tillsonburg Building and By-law Services Department indicated that they have no comments or concerns with the proposal.

The County of Oxford Public Works Department provided the following comments:

- With regard to the existing sanitary sewer on Dereham Drive (installed by the County/Town in 2010±), Oxford County Public Works has confirmed that there are no outstanding contributions/connection fees owed by the Applicant.
- Oxford County will contribute to the cost associated with providing sanitary sewer service to existing developed properties (5 in total) on Lowrie Crescent. Based on the phasing plan, this sewer installation is scheduled in Phase 2; Cost sharing details will be confirmed prior to Subdivision Agreement execution for Phase 2.

The Tillsonburg Chamber of Commerce indicated that they support these applications.

Canada Post indicated that Canada Post will provide mail delivery service through centralized Community Mail Boxes (CMBs). Canada Post requests that the developer provide Canada Post with the excavation date for the first foundation/ first phase as well as the date development work is scheduled to begin. Finally, please provide the expected installation dates for the CMB pads. Please note the following requirements:

- The developer will consult with Canada Post to determine suitable permanent locations for the Community Mail Boxes. The developer will then indicate these locations on the appropriate servicing plans.
- The developer agrees, prior to offering any units for sale, to display a map on the wall of the sales office in a place readily accessible to potential homeowners that indicates the location of all Community Mail Boxes within the development, as approved by Canada Post.
- The developer agrees to include in all offers of purchase and sale a statement which advises the purchaser that mail will be delivered via Community Mail Box. The

developer also agrees to note the locations of all Community Mail Boxes within the development, and to notify affected homeowners of any established easements granted to Canada Post to permit access to the Community Mail Box.

- The developer will provide a suitable and safe temporary site for a Community Mail Box until curbs, sidewalks and final grading are completed at the permanent Community Mail Box locations. Canada Post will provide mail delivery to new residents as soon as the homes are occupied.

The developer agrees to provide the following for each Community Mail Box site and to include these requirements on the appropriate servicing plans:

- Any required walkway across the boulevard, per municipal standards
- Any required curb depressions for wheelchair access, with an opening of at least two metres (consult Canada Post for detailed specifications)
- A Community Mailbox concrete base pad per Canada Post specifications.

The Ontario Provincial Police have indicated that they have no comments or concerns with the proposed development.

Public Comments

Notice of Complete Application letter was sent to surrounding property owners on January 24, 2017. Notice of public meeting was sent to public agencies and surrounding property owners on February 13, 2017. To date, no concerns have been received from the public.

Planning Review

i) Official Plan

Planning staff are satisfied that the use of the subject lands for low density residential purposes, consisting of single detached dwellings and street-fronting townhouse dwellings complies with the relevant policies of the Provincial Policy Statement and the County Official Plan with respect to promoting efficient development and land use patterns and accommodating an appropriate range and mix of residential uses to meet long-term needs.

The maximum net residential density for an individual development in the Low Density Residential District is 30 units/ha (12 units/ac.) and the minimum net residential density shall be 15 units/ha (6 units/ac.). Based on the review of the revised subdivision design, the density is 19.5 unit/ha (7.7 units/ac.) and is a form of residential development envisioned in the Official Plan policies.

ii) Plan of Subdivision

With regard to subdivision design, it should be noted that the proposed lot fabric and lot sizes are similar to other developments in Town, and the proposed modifications are minor changes to the draft approved lot fabric. The changes to lots on the west side of Wilson Avenue are also required due to the elimination of a 3.0 m pedestrian block that no longer connects to Quarter Town Line.

With regard to the policies of Section 10.3 (Plans of Subdivision and Condominium) which require the developer to address a series of standard review criteria concerning the adequacy of servicing, environmental impacts, transportation networks and integration with surrounding developments, Staff note that the required studies and reports have been received and reviewed through this Office and agency circulation. The proposed changes to the lot and road fabric have been made to accommodate requests from the Town (i.e. widening of the Dereham Drive ROW from 20 m to 22 m), or to more equally distribute lot frontage and depth and irregular lot shapes.

The proposed changes to the townhouse lots are to provide for lots with 4 townhouse units, rather than 8 as originally contemplated.

Planning staff are satisfied that the proposed red-line amendments to the draft approved lot fabric and road allowances are appropriate, and no additional conditions of draft plan approval are required as any concerns can be addressed through development agreements and the review and approval of detailed engineering designs of the revised draft plan or subdivision.

iii) Zoning By-law Amendment

The subject lands are currently zoned 'R1A-H', 'R2-H' & 'R3-2H' in the Town of Tillsonburg Zoning By-law. The applicant is proposing to create two (2) separate R1A-special zones, and three (3) separate R2-Special zones to implement requested special provisions, and implement the storm water management report's conclusions respecting lot coverages.

Planning staff recommend that the holding provisions affecting the lands continue to be in place until appropriate development agreements have been signed for each of the proposed phases.

Below is a summary table of the applicant's requested zoning for the proposed draft plan of subdivision:

Lots	Proposed Zoning	Requested Provisions
1-10	R1A-18 H	<ul style="list-style-type: none"> • Maximum lot coverage of 40% in lieu of standard maximum permitted lot coverage of 35%
66-82	R1A-19 H	<ul style="list-style-type: none"> • 4.5 m (14.76') exterior side yard width in lieu of required 7.5 m (24.6'); • Maximum lot coverage of 40% in lieu of standard maximum permitted lot coverage of 35%; • 7.0 m (23') rear yard depth in lieu of required 10.5 m (34.5'); • Covered decks, patios & porches to be permitted 3 m (9.84') from rear lot line
35-42	R2-13H	<ul style="list-style-type: none"> • Maximum lot coverage of 45% in lieu of standard maximum permitted lot coverage of 40%; • 6.0 m (19.69') rear yard depth in lieu of required 7.5 m (24.6'); • 4.5 m (14.76') exterior side yard width in lieu of required 7.5 m (24.6'); • Covered decks, patios & porches to be permitted 3.0 m (9.84') from rear lot line • 5.0 m (16.4') front yard depth in lieu of required 6.0 m (19.7')
4-8, 27-30, 59-61	R2-14H	<ul style="list-style-type: none"> • Maximum lot coverage of 35% in lieu of standard maximum permitted lot coverage of 40%; • 6.0 m (19.69') rear yard depth in lieu of required 7.5 m (24.6'); • 4.5 m (14.76') exterior side yard width in lieu of required 7.5 m (24.6'); • Covered decks, patios & porches to be permitted 3.0 m (9.84') from rear lot line

Lots	Proposed Zoning	Requested Provisions
1-3, 9-26, 31-34. 40-58, 62-63, 62-74, 80	R2-15H	<ul style="list-style-type: none"> • Maximum lot coverage of 45% in lieu of standard maximum permitted lot coverage of 40%; • 6.0 m (19.69') rear yard depth in lieu of required 7.5 m (24.6'); • 4.5 m (14.76') exterior side yard width in lieu of required 7.5 m (24.6'); • Covered decks, patios & porches to be permitted 3.0 m (9.84') from rear lot line
64-65 75-79	R3-13H	<ul style="list-style-type: none"> • Maximum lot coverage of 50% in lieu of maximum permitted lot coverage of 55%; • 6.0 m (19.69') rear yard depth in lieu of required 7.5 m (24.6'); • Covered decks, patios & porches to be permitted 3.0 m (9.84') from rear lot line

The applicant has indicated that the proposed increase in permitted lot coverage and reduced exterior side yard width for selected lots within the subdivision will allow for greater flexibility of housing designs and types, and will allow for covered porches, which have been a feature in many newer homes. The reduced rear yard depth will only apply to lots that do not abut existing residential development. The increased lot coverage and impervious surface has been accounted for in the revised and amended storm water management plan, and any required amendments to storm water infrastructure can be addressed through the review of engineering design approvals. The reduced exterior side yard will be similar to other properties in Town and is not expected to create any negative impacts as the lots will all front on local streets and there is sufficient separation between the travelled portion of the road and the building envelope.

Reduced rear yard depths are being requested for lots that do not abut existing residential properties. The reduced rear yard depth will allow the applicant to use varying dwelling designs on lots with slightly irregular shapes and dimensions that would reduce the building envelope. The applicant is also requesting special provisions to allow covered decks, patios and porches on these lots to be located 3.0 m (9.84') from the rear lot line. Town Building and Engineering staff have reviewed these requests and note that although there will be reduced area available for small accessory structures (in some instances, the 3.0 m drainage easement adjacent to the rear lot line on some lots) they do not have any concerns with the request.

As previously mentioned, Planning Staff have reviewed the draft plan and it appears that all of the lots intended for single detached dwellings and street-fronting townhouse dwellings meet the relevant provisions of the Zoning By-law and the requested special provisions maintain the general intent and purpose of the Zoning By-law.

iv) Conclusions

It is the opinion of Planning staff that the proposed draft plan of subdivision, and proposed zoning by-law amendments are consistent with the policies of the Provincial Policy Statement, maintain the intent and purpose of the Official Plan with respect to the policies of the 'Low Density Residential' designation.

It is therefore recommended that Town Council approve-in-principle the requested zone change and support the requested red-line changes to the draft approved plan of subdivision.

RECOMMENDATIONS

That the Council of the Town of Tillsonburg approve in principle the zone change application, File No. ZN 7-17-01, as submitted by Performance Communities Realty Inc., for lands described as Part of Lot 7, Concession 12 (Dereham), Parts 1-4 of 41R-9418, in the Town of Tillsonburg, to rezone the subject lands from 'Low Density Residential Type 1 A Holding Zone (R1A-H)', 'Low Density Residential Type 2 Holding Zone (R2-H)', and 'Special Low Density Type 3 Holding Zone (R3-2H)' to 'Low Density Residential Type 1A Holding Zone (R1A-H)', 'Special Low Density Residential Type 1A Holding Zone (R1A-18H)', Special Low Density Residential Type 1A Holding Zone (R1A-19H)', 'Special Low Density Residential Type 2 Holding Zone (R2-13H)', 'Special Low Density Residential Type 2 Holding Zone (R2-14H)', 'Special Low Density Residential Type 2 Holding Zone (R2-15H)', 'Special Low Density Residential Type 3 Holding Zone (R3-13H)' to facilitate the development of a residential draft plan of subdivision;

And further, that the Council of the Town of Tillsonburg advise Oxford County that the Town supports the red-line revisions to draft approved plan of subdivision, File No. 32T-06005, as submitted by Performance Communities Realty Inc., prepared by Cyril J. Demeyere Consulting Engineers, for lands described as Part of Lot 7, Concession 12 (Dereham), Parts 1-4 of 41R-9418, Town of Tillsonburg, showing 155 lots for single detached dwellings, and 7 lots for street-fronting townhouse dwellings.

SIGNATURES

Authored by: original signed by

Eric Gilbert, MCIP RPP,
Senior Planner

Approved for Submission: original signed by

Gordon K. Hough, RPP
Director



ZONING	DESCRIPTION	AREA (ha)	LOT COVERAGE % (MAX.)	COVERAGE (ha)
R1A(H)	SINGLE DETACHED RESIDENTIAL	2.73	35%	0.96
R1A(H)	SINGLE DETACHED RESIDENTIAL	1.72	40%	0.69
R2(H)	SINGLE DETACHED RESIDENTIAL	0.90	35%	0.32
R2(H)	SINGLE DETACHED RESIDENTIAL	3.67	45%	1.65
R3-2(H)	TOWNHOMES	0.76	50%	0.38
	SHEDS (10m ² X 183 DWELLINGS)			0.18
	DRIVEWAYS			0.62
TOTAL		9.78ha	49%	4.80ha

NOTE: 1. AREA CALCULATIONS DO NOT INCLUDE R.O.W. OR ACCESS BLOCKS.
 2. DEREHAM DRIVE HAS BEEN REVISED TO A 22m ROW.

ZONING	LOT	LOT COVERAGE % (MAX.)
R1A(H)	43-47, 53-55	35%
R1A(H)	56-61	40%
R2(H)	4-8, 27-30	35%
R2(H)	1-3, 9-26, 31-34, 48-52, 62-74, 80	45%
* R2(H)	35-42	45%
R3-2(H)	75-79	50%

* LOTS 35-42 - 5.0m (MIN) FRONT YARD SETBACK

ZONING	LOT	LOT COVERAGE % (MAX.)
R1A(H)	11-39	35%
R1A(H)	1-10, 66-82	40%
R2(H)	59-61	35%
R2(H)	40-58, 62-63	45%
R3-2(H)	64, 65	50%



SCALE 1:2000

ANDREWS CROSSING
 PROPOSED ZONING
 TOWN OF TILLSONBURG
 PERFORMANCE COMMUNITIES REALTY INC.

1705

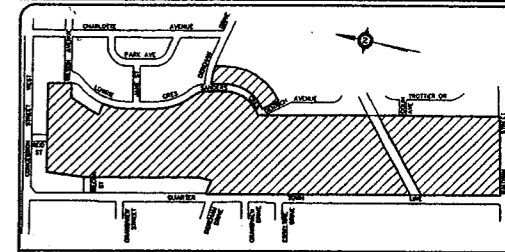
10 JAN 2017

CJDL
 Consulting Engineers

Cyrl J. Demeyere Limited
 P.O. Box 450, 201 Brockton
 Tillsonburg, Ontario, N4G 4B8
 Tel: 519-468-1000
 866-303-9886
 Fax: 519-462-3235
 cjdl@cjdl.com

FIGURE 2

PLATE 3 - Existing Draft Plan
Part Lot 7, Concession 2 (Dereham), Lots 1-4 and Pt. Block A, Plan 1082
File: 32T-06005 & ZN 7-17-01



KEY PLAN
 SCALE 1 : 10000

ADDITIONAL INFORMATION REQUIRED UNDER SECTION 51 (17) OF THE PLANNING ACT

51 (17) (a) - (c) AS SHOWN
 (d) SEE SCHEDULE
 (e) - (g) AS SHOWN
 (h) MUNICIPAL WATER SUPPLY
 (i) ALLUVIAL SAND AND SILT AND SILTY CLAY
 (j) AS SHOWN
 (k) MUNICIPAL WATER, STORM AND SANITARY SEWERS
 (l) NONE KNOWN

OWNERS CERTIFICATE
 I HEREBY AUTHORIZE BLACK, SHOEMAKER, ROBINSON, AND DONALDSON LIMITED, ONTARIO LAND SURVEYORS, URBAN AND RURAL PLANNERS TO SUBMIT THIS DRAFT PLAN OF PROPOSED SUBDIVISION.

May 24, 2006
 VICTORIA WOOD (TILLSBURGO) G. P. INC.

SURVEYOR'S CERTIFICATE
 I HEREBY CERTIFY THAT THE BOUNDARIES OF THE LANDS TO BE SUBDIVIDED AND THEIR RELATIONSHIP TO THE ADJACENT LANDS ARE ACCURATELY AND CORRECTLY SHOWN.

May 22, 2006
 KIM S. HUSTED
 ONTARIO LAND SURVEYOR

NOTES:
 BOUNDARY AND TOPOGRAPHICAL INFORMATION SHOWN HEREON SUPPLIED BY KIM S. HUSTED, ONTARIO LAND SURVEYOR.

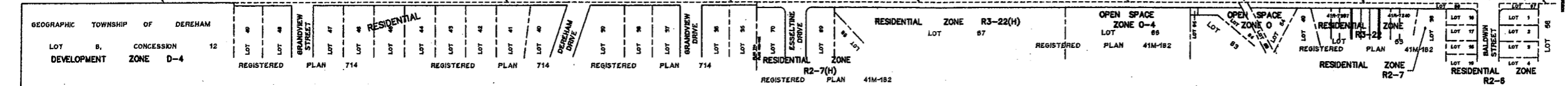
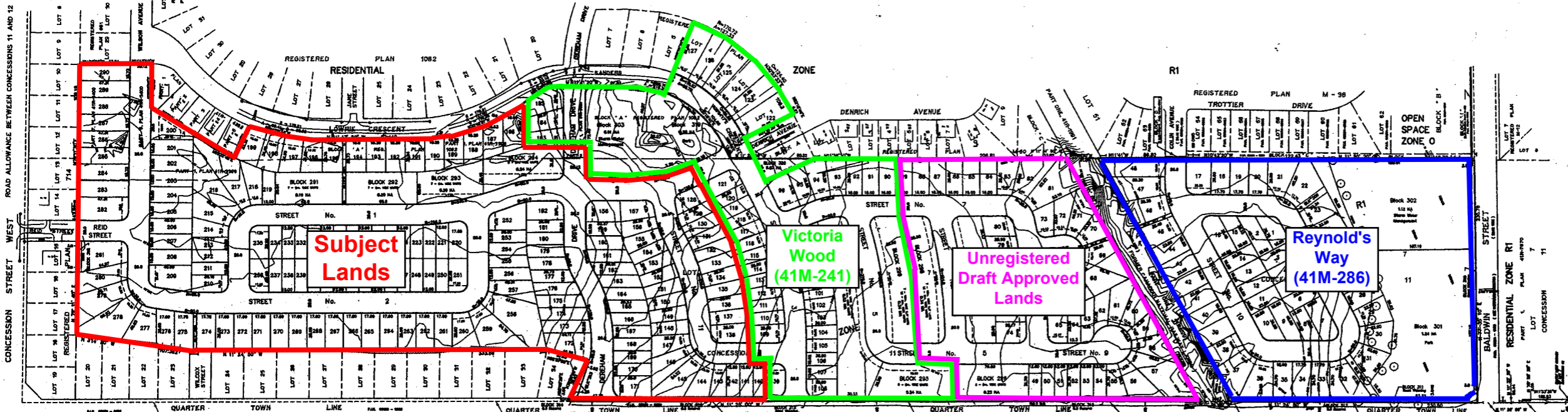
DRAFT PLAN OF SUBDIVISION "THE OAKS"
 BEING
 PART OF LOT 7, CONCESSION 12
 GEOGRAPHIC TOWNSHIP OF DEREHAM
 AND
 LOTS 1, 2, 3 AND 4 & PART OF
 BLOCK "A",
 REGISTERED PLAN 1082
 TOWN OF TILLSBURG
 COUNTY OF OXFORD

SCALE 1 : 2000

METRIC: DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

BLACK, SHOEMAKER, ROBINSON & DONALDSON LIMITED
 Ontario Land Surveyors
 261 Speedvale Avenue West
 Oakville, Ontario L6H 1G8
 TEL: (905) 836-8800
 FAX: (905) 763-9081

DATE: MAY 11, 2006
 DRAWN BY: [Signature]
 PROJECT NO: 02-0401-7



LAND USE SCHEDULE

LOTS/BLOCKS	LAND USE	AREA IN HA
LOTS 1 TO 297	SINGLE FAMILY RESIDENTIAL	16.82 HA
BLOCKS 281 TO 296	ON-STREET TOWNHOUSES	1.39 HA
BLOCKS 297 TO 300	SINGLE FAMILY/ON-STREET TOWNHOUSES	1.88 HA
BLOCKS 301 AND 302	PARK SIZE	1.82 HA
BLOCKS 302 AND 303	STORM WATER MANAGEMENT	1.73 HA
BLOCKS 304 TO 309	WALKWAYS	0.10 HA
BLOCKS 310 TO 313	ROAD WIDENING	0.32 HA
BLOCK 313	RESERVE	0.02 HA
BLOCKS 314 TO 317	0.5 RESERVES TO BE DEED TO ADJACENT OWNER	0.02 HA
BLOCK 318	FUTURE DEVELOPMENT	0.01 HA
BLOCK 320	FUTURE DEVELOPMENT	0.07 HA
STREETS		8.84 HA
TOTAL AREA		30.39 HA

UNIT TABLE

LOTS/BLOCKS	LOT SIZE	UNIT TYPE	MIN. UNITS	MAX. UNITS
LOTS 1-297, 301-302, 304-309	18.0 m W/TH	SINGLE FAMILY	100	100
LOTS 298-300, 303-309	18.0 m W/TH	SINGLE FAMILY	30	30
LOTS 40-72, 87-121, 126-171, 173-182, 210-257	12.0 m W/TH	SINGLE FAMILY	152	152
BLOCKS 281-289		ON-STREET TOWNHOUSES	40	40
BLOCKS 291-300		SINGLE FAMILY/ON-STREET TH	30	30
TOTAL UNITS			306	306

Plate 4: Proposed Redline Changes

File Nos. 32T-06005 & ZN 17-017- Performance Communities Realty Inc.

Part Lot 7, Concession 12 (Dereham), Parts 1-4 of 41R-9418, Town of Tillsonburg

REGISTERED

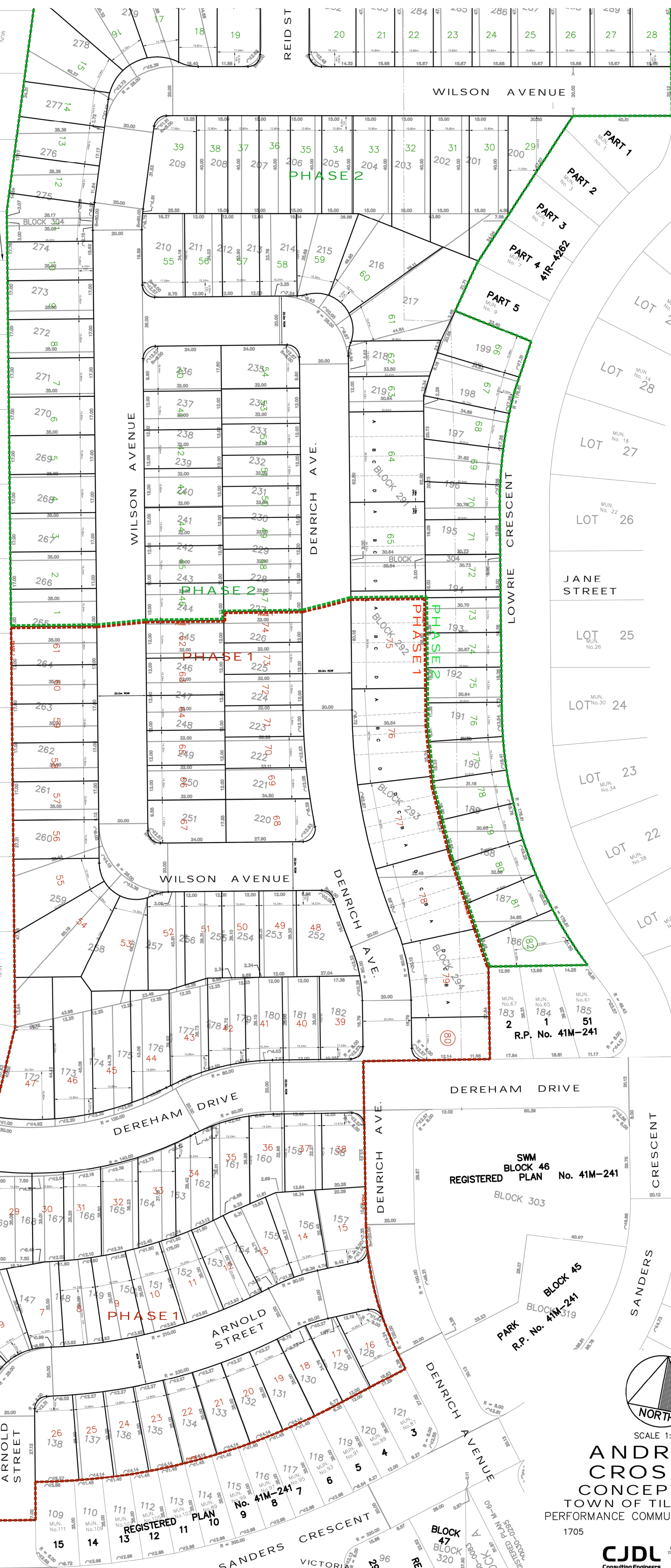
PLAN No. 861

LOT 29 No. 223

LOT 30

3.05 ROAD WIDENING DEDICATED ON REGISTERED PLAN 714 (23.17 WIDE AS WIDENED)

LOT 20 P.I.N. 00030-0108
LOT 21 P.I.N. 00030-0109
LOT 22 P.I.N. 00030-0110
LOT 23 P.I.N. 00030-0111
LOT 24 P.I.N. 00030-0404
LOT 25 P.I.N. 00030-0405
LOT 26 P.I.N. 00030-0406
LOT 27 P.I.N. 00030-0407
LOT 28 P.I.N. 00030-0113
LOT 29 P.I.N. 00030-0114
LOT 30 P.I.N. 00030-0115
LOT 31 P.I.N. 00030-0116
LOT 32 P.I.N. 00030-0117
LOT 33 P.I.N. 00030-0118
LOT 34 P.I.N. 00030-0119



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70 ESSELTINE DRIVE

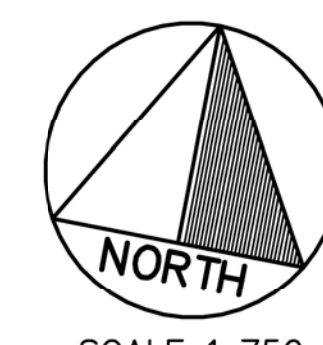
ALLOWANCE BETWEEN LOTS 7 AND 8 ROAD TOWN LINE

ALLOWANCE BETWEEN LOTS 7 AND 8 ROAD TOWN LINE

ALLOWANCE BETWEEN LOTS 7 AND 8 ROAD TOWN LINE

ALLOWANCE BETWEEN LOTS 7 AND 8 ROAD TOWN LINE

LOT RE PL
LOT 31
LOT 30
LOT 29
LOT 28
LOT 27
LOT 26
LOT 25
LOT 24
LOT 23
LOT 22
LOT 21
LOT 20



SCALE 1:750

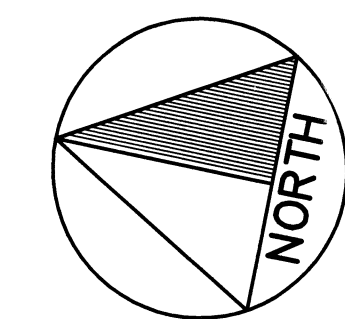
ANDREWS CROSSING
CONCEPT PLAN
TOWN OF TILLSONBURG
PERFORMANCE COMMUNITIES REALTY INC.

1705

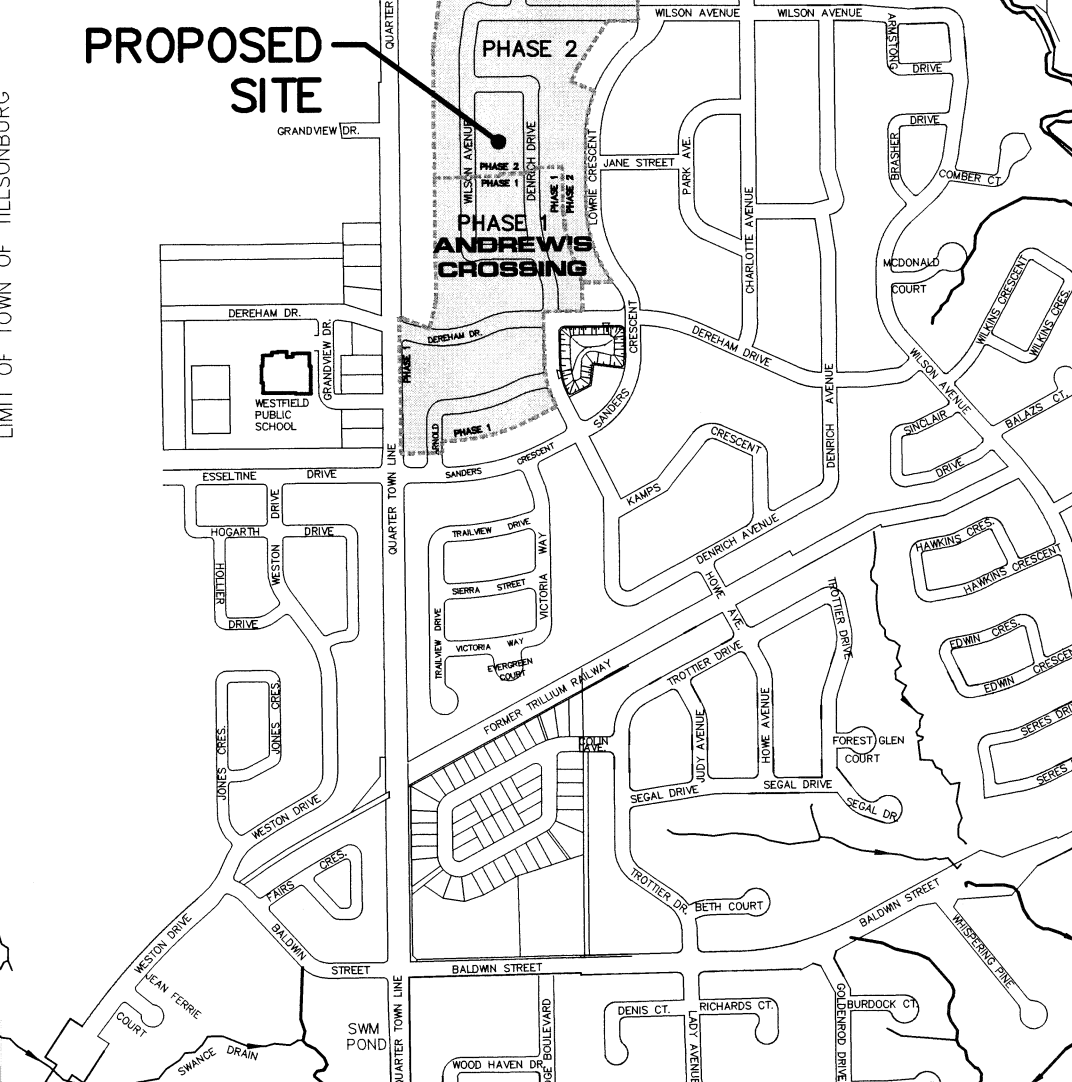
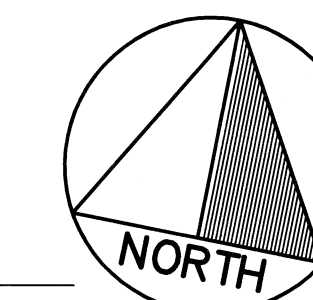
10 JAN. 2017

CJDL Consulting Engineers

Cyril J. Demerye Limited
P.O. Box 400, 261 Broadway
Tillsonburg, Ontario, N4G 4R8
Tel: 519-648-1500
866-332-9886
Fax: 519-642-3235
cjd@cjdeng.com



SCALE 1:1000

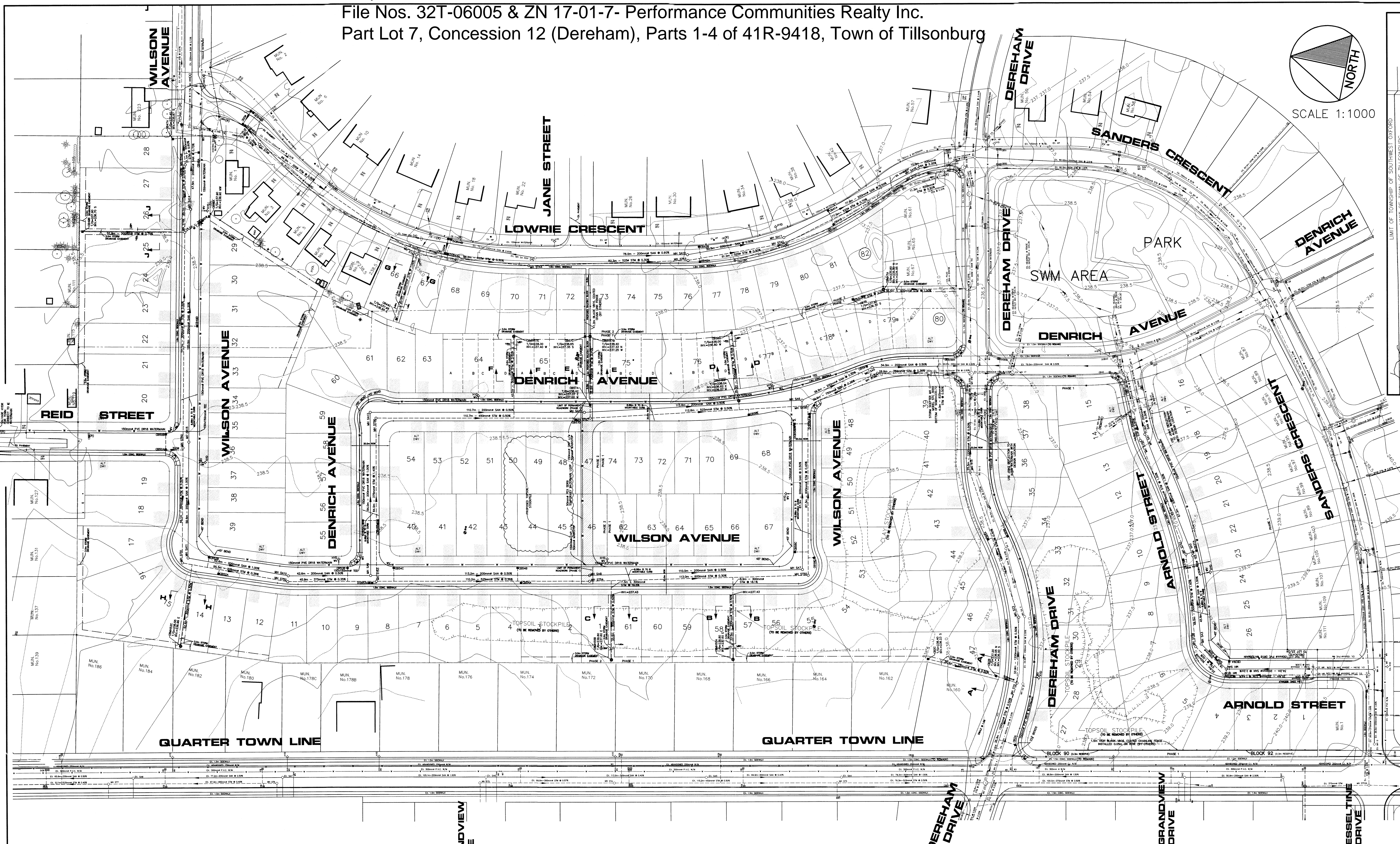


KEY PLAN
1:10,000

LEGEND

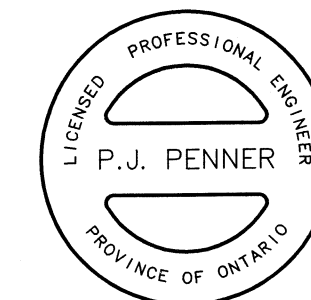
- PROPOSED STORM SEWER, SANITARY SEWER
- - - EXISTING STORM SEWER, SANITARY SEWER
- ○ PROPOSED MANHOLE, EXISTING
- ■ PROPOSED CATCHBASIN, EXISTING
- PROPOSED WATERMAIN, EXISTING
- METRIC CONTOUR ELEVATIONS
- ANDREW'S CROSSING SUBDIVISION LIMITS

No.	REVISION	DATE	BY



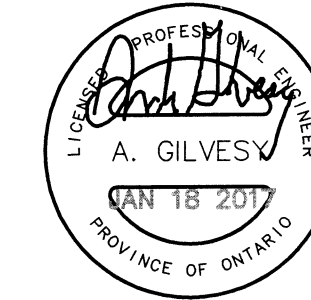
GENERAL PLAN OF SERVICES
**ANDREWS CROSSING
SUBDIVISION - PHASES 1 & 2**
RP 41M - ???
PERFORMANCE COMMUNITIES INC.
TOWN OF TILLSONBURG

DWG	DESCRIPTION
1.	COVER SHEET - GENERAL PLAN
2.	GRADING PLAN - PHASE 1
3.	GRADING PLAN - PHASE 2
4.	STORM DRAINAGE SYSTEM AND AREAS PRE & POST-DEVELOPMENT (NOT INCLUDED IN TENDER SET)
5.	SANITARY DRAINAGE SYSTEM AND AREAS (NOT INCLUDED IN TENDER SET)
6.	ARNOLD STREET - PHASE 1
7.	DEREHAM DRIVE - PHASE 1
8.	DENRICH AVENUE - PHASES 1 & 2
9.	WILSON AVENUE (STA. 2+120 TO 2+520) - PHASES 1 & 2
10.	WILSON AVENUE & REID STREET (STA. 1+820 TO 2+105) - PHASE 2
11.	LOWRIE CRESCENT - PHASE 2
12.	MISCELLANEOUS DETAILS - SEWERS AND ROADWORK
13.	MISCELLANEOUS DETAILS - WATERMAIN, X-SECTIONS AND GENERAL NOTES
14.	SECTIONS A-A TO J-J



CJDL
Consulting Engineers
1705

Cyrl J. Demeyere Limited
P.O. Box 460, 255 Broadview
Tillsonburg, Ontario, N4G 4H8
Tel: 519-889-1000
866-307-8886
Fax: 519-842-3235
cjd@cjdl.com



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To: Mayor and Members of Tillsonburg Council

From: Eric Gilbert, Senior Planner, Community and Strategic Planning

Request for Extension to Draft Approved Plan of Subdivision 32T-09004: Town of Tillsonburg Industrial Subdivision

REPORT HIGHLIGHTS

- The Town of Tillsonburg has initiated a request to extend the draft plan approval for the Town's Industrial Subdivision for a further three years.
- Agency circulation did not indicate any concerns with the proposed extension.
- Planning staff recommend support of the three year extension to grant additional time to satisfy the conditions of draft plan approval and allow for the registration of the industrial plan of subdivision.

DISCUSSION

Background

APPLICANT/OWNER: Town of Tillsonburg
200 Broadway, Suite 204, Tillsonburg ON N4G 5A7

LOCATION:

The subject lands are described as Part of Lots 1 & 2, Concession 5, in the former Township of Middleton, now in the Town of Tillsonburg. The lands are located on the south side of Highway 3, between Bayham Drive and the CNR Right of Way.

OFFICIAL PLAN:

Schedule "T-1" Town of Tillsonburg Land Use Plan – Industrial and Environmental Protection

TOWN OF TILLSONBURG ZONING BY-LAW NO. 3295:

Existing Zoning: General Industrial Zone (MG) & Future Development Zone (FD)

PROPOSAL:

The Town-owned industrial plan of subdivision on the subject property received draft plan approval in March 2011, and draft plan approval was extended for a 3 year period in 2014. The draft plan proposes to facilitate the development of an industrial plan of subdivision comprising 4 blocks for industrial purposes and one block for a stormwater management pond. The proposed subdivision will be accessed from Highway 3 via an internal street and end in a proposed cul-de-sac.

The subject lands are owned by the Town of Tillsonburg. The subject lands are presently vacant and consist of approximately 24.12 ha (59.59 acres).

No part of this approved draft plan of subdivision has been registered to date. The draft plan approval was extended in 2014, with a lapse date of March 9, 2017.

Plate 1 – Location Map with Existing Zoning indicates the location of the subject property and the existing zoning in the immediate vicinity.

Plate 2 – Proposed Draft Plan of Subdivision depicts the proposed draft plan of subdivision.

Application Review

Agency Comments

The request for extension to draft approval was circulated to a number of public agencies. No concerns were raised by commenting agencies.

Planning Analysis

Town staff is requesting a 3 year draft plan extension, to March 9, 2020, to allow for registration and servicing of the lands within this draft plan of subdivision. Town staff have indicated that due to the reconstruction of Highway 3 by the Ministry of Transportation, the Town was not able to construct the required turning lanes and intersection improvements. As well, the scope of work within the MTO road allowance was increased, necessitating extra design work. It is expected that the servicing of the lands and registration of the draft plan will occur in the near future.

The County of Oxford Public Works Department indicated that they have no concerns with the extension.

From a planning perspective, the extension of the draft approval is appropriate as development has been delayed as a result of on-going work and construction within the Highway 3 road allowance and weak demand for vacant industrial land from 2011-2015. The Town's 2017 draft budget currently contains funding for detailed design and construction of the Highway 3 intersection as per Ministry of Transportation standards. Future budget requests will include funding for the construction of Clearview Drive South and associated Storm Water Management facilities in subsequent years as approved by Council and as determined by market conditions. Since the Town intends to progress with the development, a 3 year extension to March 9, 2020 would be appropriate.

RECOMMENDATION

1. That Tillsonburg Council advise Oxford County that the Town supports a 3 year extension to the draft approval of the Town Industrial Plan of Subdivision, (32T-09004), for lands described as Part Lots 1 & 2, Concession 5 (Middleton), Town of Tillsonburg, to March 9, 2020.

SIGNATURES

Authored by:

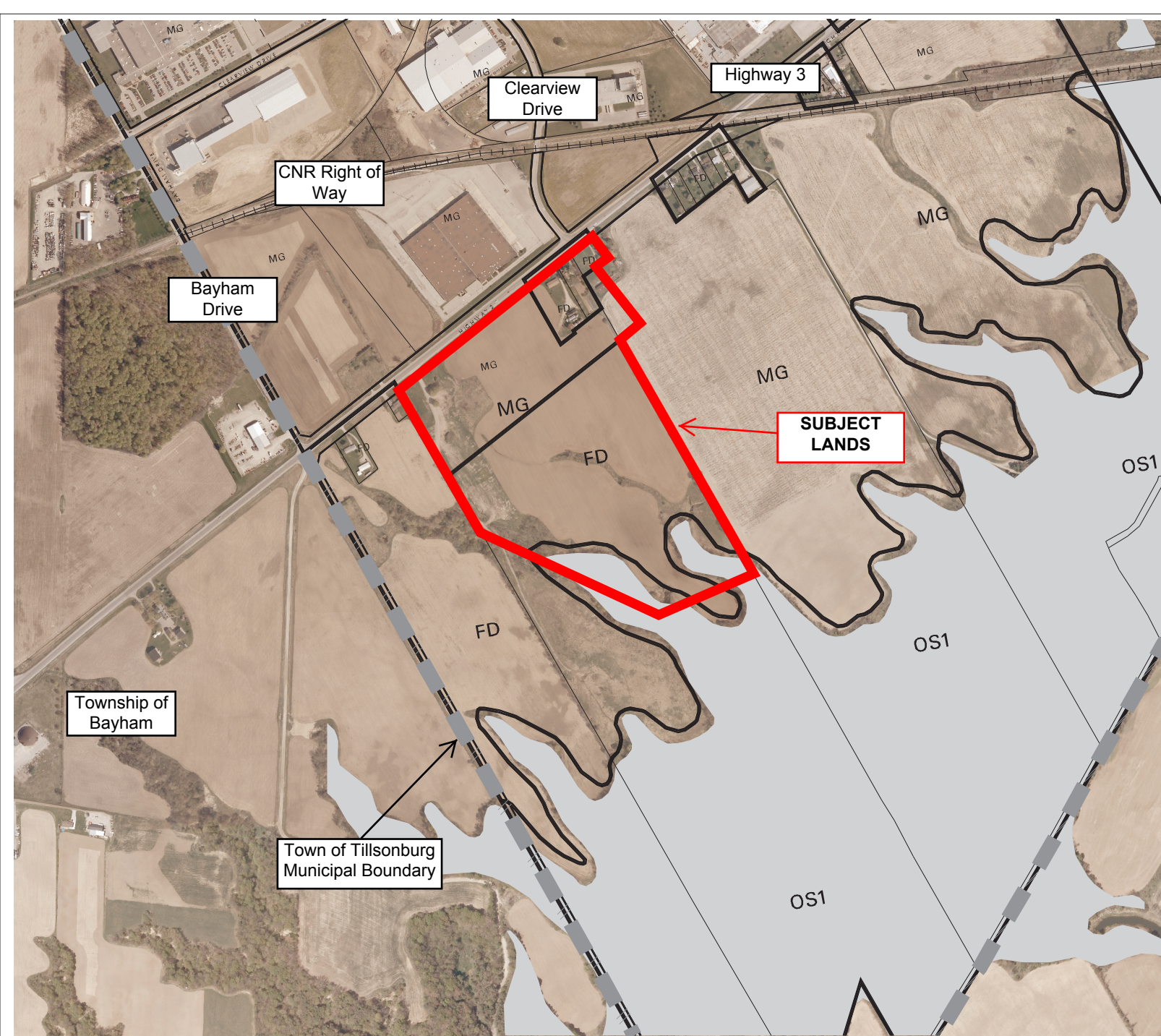
Eric Gilbert, MCIP, RPP, M. Sc,
Senior Planner

Approved for submission:

Gordon K. Hough, RPP
Director

ATTACHMENTS

Report Mapping
Plate 1, Existing Zoning and Location Map
Plate 2, Draft Plan of Subdivision



LEGEND
 County Orthoimagery (2006)
 Zoning

- EP1 Zoning Overlay
- EP2 Zoning Overlay
- Zoning Line
- ▬ Municipal Limits

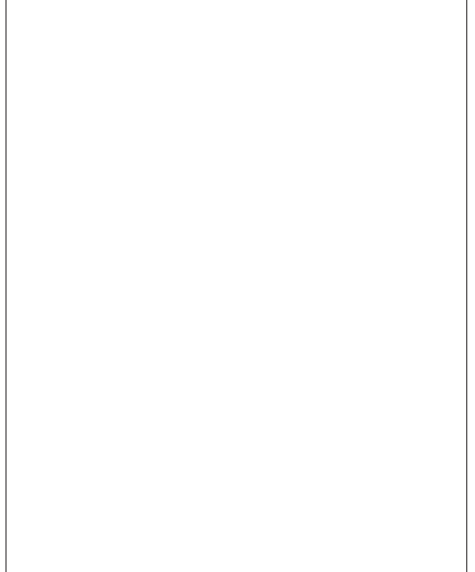
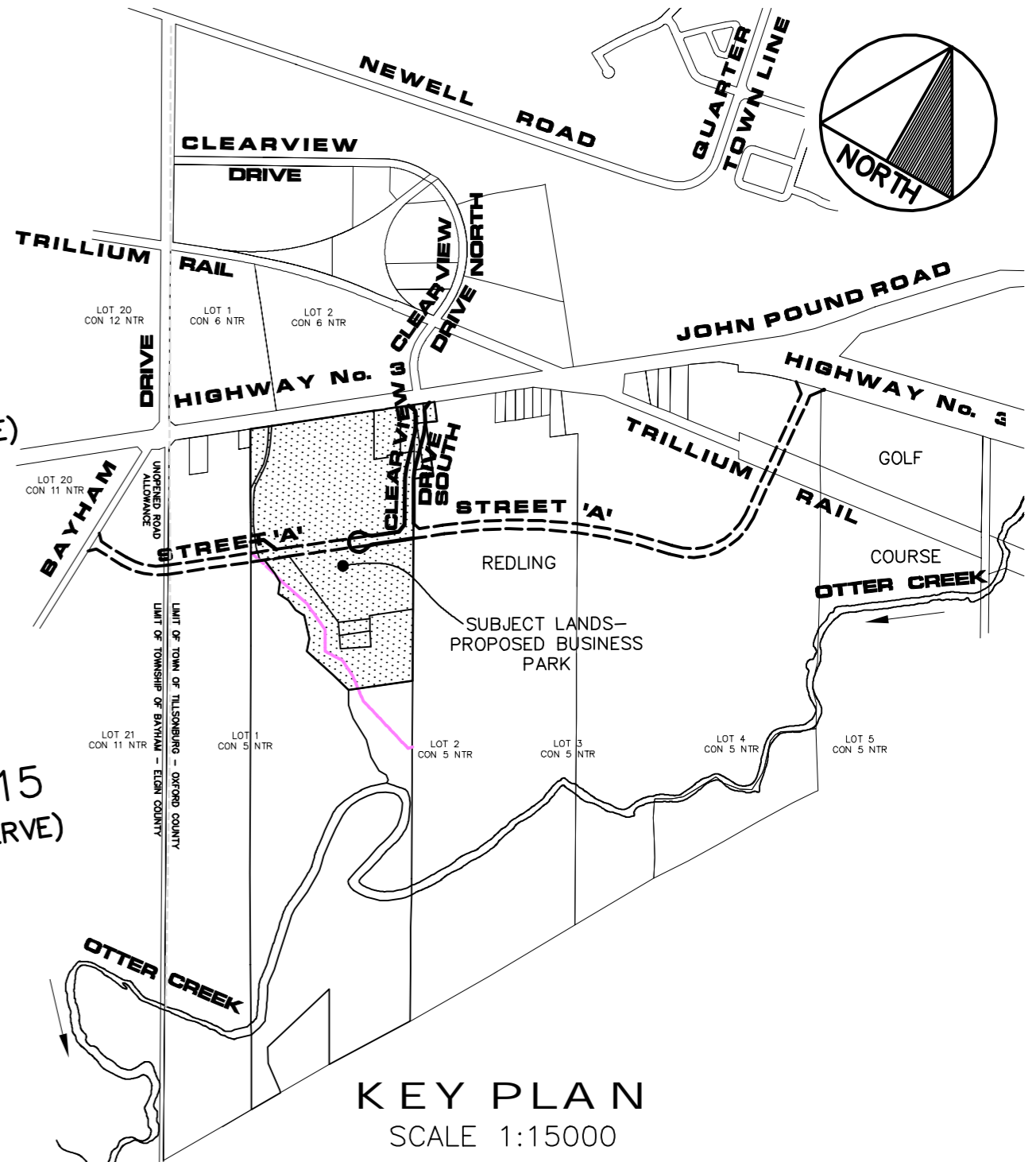
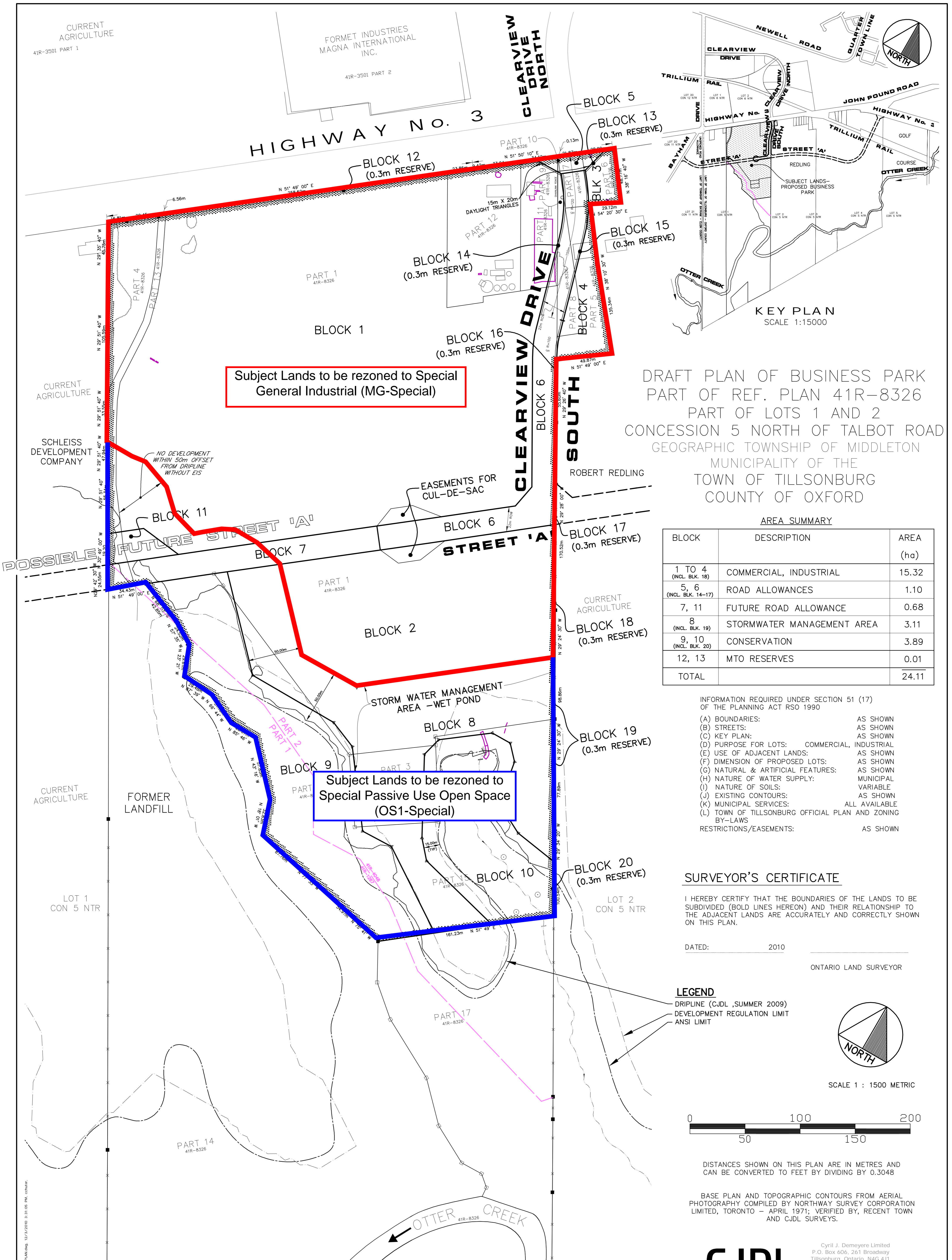


Plate 1: Location Map with Aerial Photography (2006) and Existing Zoning
 Part of Lots 1 & 2, Concession 5 (Middleton)
 Applications: 32T-09004 & ZON 7-09-5 - Town of Tillsonburg
 South of Highway 3, Between Bayham Drive and CNR Right of Way



DRAFT PLAN OF BUSINESS PARK
 PART OF REF. PLAN 41R-8326
 PART OF LOTS 1 AND 2
 CONCESSION 5 NORTH OF TALBOT ROAD
 GEOGRAPHIC TOWNSHIP OF MIDDLETON
 MUNICIPALITY OF THE
 TOWN OF TILLSONBURG
 COUNTY OF OXFORD

AREA SUMMARY

BLOCK	DESCRIPTION	AREA (ha)
1 TO 4 (INCL. BLK. 18)	COMMERCIAL, INDUSTRIAL	15.32
5, 6 (INCL. BLK. 14-17)	ROAD ALLOWANCES	1.10
7, 11	FUTURE ROAD ALLOWANCE	0.68
8 (INCL. BLK. 19)	STORMWATER MANAGEMENT AREA	3.11
9, 10 (INCL. BLK. 20)	CONSERVATION	3.89
12, 13	MTO RESERVES	0.01
TOTAL		24.11

INFORMATION REQUIRED UNDER SECTION 51 (17) OF THE PLANNING ACT RSO 1990

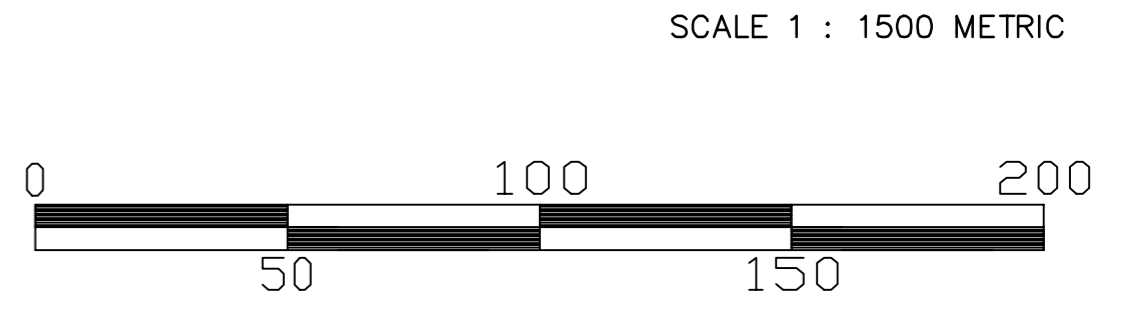
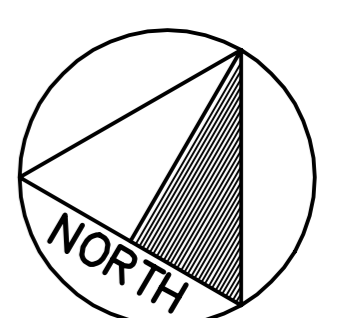
- (A) BOUNDARIES: AS SHOWN
- (B) STREETS: AS SHOWN
- (C) KEY PLAN: AS SHOWN
- (D) PURPOSE FOR LOTS: COMMERCIAL, INDUSTRIAL
- (E) USE OF ADJACENT LANDS: AS SHOWN
- (F) DIMENSION OF PROPOSED LOTS: AS SHOWN
- (G) NATURAL & ARTIFICIAL FEATURES: AS SHOWN
- (H) NATURE OF WATER SUPPLY: MUNICIPAL
- (I) NATURE OF SOILS: VARIABLE
- (J) EXISTING CONTOURS: AS SHOWN
- (K) MUNICIPAL SERVICES: ALL AVAILABLE
- (L) TOWN OF TILLSONBURG OFFICIAL PLAN AND ZONING BY-LAWS
- RESTRICTIONS/EASEMENTS: AS SHOWN

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE BOUNDARIES OF THE LANDS TO BE SUBDIVIDED (BOLD LINES HEREON) AND THEIR RELATIONSHIP TO THE ADJACENT LANDS ARE ACCURATELY AND CORRECTLY SHOWN ON THIS PLAN.

DATED: 2010
 ONTARIO LAND SURVEYOR

- LEGEND**
- DRIPLINE (CJDL, SUMMER 2009)
 - DEVELOPMENT REGULATION LIMIT
 - ANSI LIMIT



DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

BASE PLAN AND TOPOGRAPHIC CONTOURS FROM AERIAL PHOTOGRAPHY COMPILED BY NORTHWAY SURVEY CORPORATION LIMITED, TORONTO - APRIL 1971; VERIFIED BY, RECENT TOWN AND CJDL SURVEYS.


CJDL
 Consulting Engineers

Cyril J. Demoyere Limited
 P.O. Box 606, 261 Broadway
 Tillsonburg, Ontario, N4G 4J1
 Tel: 519-688-1000
 866-302-9886
 Fax: 519-842-3235
 cjdleng@oxford.net

0904
 REVISED PER AGENCY COMMENTS
 REVISED PER MTO & MUNICIPAL COMMENTS

11 SEPT. 2009
 5 NOV. 2010
 3 DEC. 2010

Plate 2: Applicant's Draft Plan of Subdivision (Revised December 3, 2010)
 Part of Lots 1 & 2, Concession 5 (Middleton)
 Applications: 32T-09004 & ZON 7-09-5 - Town of Tillsonburg
 South of Highway 3, Between Bayham Drive and CNR Right of Way

	Report Title	Extension Community Transportation Pilot Program – Request for Funding
	Report No.	CAO17-01
	Author	David Calder
	Meeting Type	Council Meeting
	Council Date	March 2, 2017
	Attachments	<ul style="list-style-type: none"> • LETTER FROM MINISTRY OF TRANSPORTATION – TRANSIT POLICY BRANCH • REQUEST TO EXTEND FUNDING FORM

RECOMMENDATION

THAT Council receive report CAO 17-01 Extension Community Transportation Pilot Program;

AND THAT the Town of Tillsonburg Council authorizes the submission to the Ministry of Transportation of an application form in the amount of \$50,000 for the extension of the Community Transportation Pilot Program in the Town of Tillsonburg.

AND THAT Council authorizes the CAO to sign the completed application form.

EXECUTIVE SUMMARY

The Town of Tillsonburg was successful in 2015 in receiving a \$100,000 from the Ministry of Transportation for the Community Transportation Pilot Program which was to expire March 31, 2017. The Town subsequently entered into a Transfer Payment Agreement with the Government of Ontario. The Community Transportation Pilot Grant Program has been taking place under the guidance of the Community Transportation Pilot Grant Program Steering Committee. The Ministry of Transportation announced on January 25th, 2017 the extension of the Community Transportation Pilot Grant Program between April 1, 2017 and March 31, 2018 and the availability of up to a maximum of \$50,000 to continue providing better coordination and more frequent transportation services across communities.

CONSULTATION/COMMUNICATION

The Community Transportation Pilot Grant Program Steering Committee is interested in extending the Community Transportation Pilot Grant Program. Similar to the original program, the municipality, if interested in participating in the extension program, is required to complete the Request for Funding form by March 3, 2017.

A copy of the letter from the Ministry of Transportation and the Request for Funding form are attached.

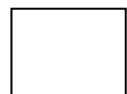
COMMUNITY STRATEGIC PLAN IMPACT

As noted in the Community Strategic Plan (CSP), the Community Transportation Program would meet the CSP's action items of exploring alternative transportation options and implement and market a transportation program.

FINANCIAL IMPACT/FUNDING SOURCE

The Request for Funding is for an additional \$50,000 which does not require any matching funds from the Town of Tillsonburg under the Extended Community Transportation Pilot Grant Program. The Town will be required to enter into an agreement which will amend the current Transfer Payment Agreement (TPA), incorporating a 2017-2018 operating budget. Related documents will include a certificate of insurance for the extended period and delegation of signing authority and authority to extend the program which is noted in the recommended resolution. It is also anticipated that the \$50,000 will not fund the full amount of the current Community Transportation Pilot Program through to March 31, 2018. As a result the community partners will be required to continue to participate in the same manner as they do under the current program.

It should be noted that staff have consulted with the MTO and have determined that an application for dedicated transit gas tax can also be applied for in conjunction with receiving the Extended Community Transportation Pilot Grant. The grant funds cannot be considered the municipality's contribution towards the gas tax funding. A separate report regarding the possibility of accessing dedicated transit gas tax will be before Council later in March as the annual contribution period is April 1 to March 31.



February 8, 2017

Mr. David Calder
Chief Administrative Officer
Town of Tillsonburg
200 Broadway St., 2nd Floor
Tillsonburg, ON
N4G 5A7

Dear Mr. Calder:

As a follow-up to the Minister of Transportation's letter dated January 25, 2017, I am writing to provide additional information on how the Town of Tillsonburg can take part in the extended Community Transportation Pilot Grant Program (CT Program).

As the minister's letter noted, the CT program will be extended for one year, between April 1, 2017 and March 31, 2018, and is open to current recipients of the program. Recipients will receive additional funding during this extension, up to a maximum of \$50,000, to help them continue providing better coordinated and more frequent transportation services across their communities.

If the Town of Tillsonburg is interested in participating in the extended program, please complete the attached Request for Funding form by March 3, 2017 and return to Jeannie Lee at Jeannie.Lee@ontario.ca.

Please note that participating in the extended program will require an agreement that amends the current Transfer Payment Agreement (TPA), incorporating a 2017-18 operating budget. Related documents, including a certificate of insurance for the extended period and, as necessary, delegation of signing authority and authority to extend the project will also be required. Your current TPA remains in effect, including the requirement to submit the final report on your community's project and service by May 31, 2017. This reporting will help us evaluate the effectiveness of the program.

Upon receipt of your Request for Funding submission, ministry staff will notify you of next steps. If you have any immediate questions, please contact Tasneem Essaji, Manager at Tasneem.Essaji@ontario.ca or 416-585-6312.

Thank you and your partner organizations for your community transportation efforts. I look forward to continuing our work together.

Yours sincerely,

A handwritten signature in black ink, appearing to read "Vinay Sharda".

Vinay Sharda
Director, Transit Policy Branch

**Request to Extend Funding for Community Transportation Pilot Grant Program
Service, April 1, 2017 to March 31, 2018**

Name of Recipient (municipality): Town of Tillsonburg
 Municipal contact (authorized representative of the recipient): David Calder
 Telephone: 519-688-3009 x3227
 Email: dcalder@tillsonburg.ca
 Date: February March 2, 2017
 Operating funding requested*: \$ 50,000

**Amount requested cannot exceed \$50,000. The extended funding is intended to pay for the costs of operating the community transportation service from April 1, 2017 to March 31, 2018.*

1. Provide a short description of the community transportation service the funding will support:

Only service that resulted from the Community Transportation Pilot Grant is eligible for operating funding.

Describe the type of service to be provided (whether on-demand, regular route, accessible service), hours of operation, days of operation, service area (e.g., municipal, county-wide, intercommunity), vehicle used, and ridership (estimated number of trips, population group).

See attached.

2. List the partnering organizations involved in the community transportation service:

It is not required that these organizations be the same as those proposed in the original application.

See attached.

3. Provide the operating budget to support the funding requested:

OPERATING BUDGET FOR THE PROJECT FOR THE PERIOD APRIL 1, 2017 TO MARCH 31, 2018				
Item and Description	Cost	Funding Breakdown (Amount by Source)		
		Province	Recipient	Other Sources (Identify Funding Source)
Total				
2017-18 Funding Year Total		50,000		

↳ see attached.

Vision

Affordable and accessible transportation for all Tillsonburg residents.

Mission

T:GO is a community partnership committed to providing accessible and affordable community transportation service that enhances Tillsonburg residents' lives through

- More active engagement in community life
- Improved access to public and commercial services

Principles and Values

- Inclusive: Available to all Tillsonburg residents no matter their particular circumstances, backgrounds, financial perspectives or life experiences
- Dignified Community Transportation: All Tillsonburg residents will have access to a safe, affordable, and dependable service that meets their needs within the resources available
- Efficient and Responsive: T:GO will be efficient in its operation and use resources, operating with integrity in everything it does, being accountable for its services and responsive to the needs of Tillsonburg residents
- Sustainability: A Community Transportation Service is an integral component in achieving a healthier and sustainable community that meets a range of resident needs
- Partnerships: A broad coalition of community partners is the most successful framework for delivering Community Transportation Service on behalf of and for the benefit of Tillsonburg residents.

Program Description

T:GO CALL-N-RIDE is a not-for-profit community transportation program that provides low-cost rides to residents within Tillsonburg. The T:GO Bus operates from 6:00AM to 5:00PM, Monday to Friday, except holidays, and is available for work, recreation, accessing retail and community services, and socializing. T:GO serves a diverse population from children to seniors.

Anyone can catch a ride on the T:GO bus for \$2 per person, each way. The Bus runs along set routes and schedules under a Flex-Route – Route Deviation model to assist riders in accessing affordable transportation according to their needs. The Flex-Route service makes it easier for seniors and individuals with mobility issues to get on the bus, and the flexibility to get them safely to their destination.

T:GO Operations

The service operates from 6:00AM to 5:00PM, Monday to Friday on a flex-route service. Staff include a Coordinator, a Part-Time Dispatcher, one Full-Time Driver, and one Part-Time Driver. Service is operated out of The Livingston Centre on Tillson Ave. T:GO CALL-N-RIDE currently provides transportation within

Ridership Statistics

Ridership growth has been strong through the course of the Pilot Program with a 357% increase since March 2016 through January 2017. In January, 916 rides were performed for 132 riders.

Of the rides performed, the majority of rides and riders were for work and retail services within Tillsonburg. Other reported reasons for using T:GO include medical appointments, community day programs, social services, education and training, day care, and volunteering. A growing number of riders are using the T:GO Bus for more than one purpose.


Moving Forward

T:GO will continue to focus its service on in-town rides with a goal of incorporating out-of-town trips through a broader partnership among community service agencies and local transportation businesses. The attached budget includes amounts to factor in these costs as opportunity provides.

The Program will continue to be under the management of Community Living Tillsonburg – Lead Agency – with support from the current program partners on the Pilot Program Steering Committee (Committee of Town Council): The Tillsonburg & District Multi-Service Centre, Stonebridge Community Services, Community Advocates Tillsonburg, Social Planning Council Oxford, and the Town of Tillsonburg. From this Committee, a Board of Governors will be established within Community Living Tillsonburg, with a Community Advisory Committee to make recommendations, drawn from current partner agencies and community members.

OPERATING BUDGET FOR THE PROJECT FOR THE PERIOD APRIL 1, 2017 TO MARCH 31, 2018

Item and Description	GSI	Funding Breakdown (Amount)		Other Sources (Identify Funding Source)
		Province	Recipient	
Salaries	93256	50000	Community Living Tillsonburg	40000 Town of Tillsonburg
Benefits	11132			28000 United Way Oxford
Facilities	V/K			20000 Giveway Foundation
Equipment	V/K			1000 Donations
Fuel	9600			11856 Employment Ontario
Insurance	1000			
Taxi Fees	11000			
Fees Paid	250			
Vehicle Maintenance	4000			
Vehicle Lease	13500			
Out-Of-Town Coverage	34500			
Marketing	2500			
Website	700			
Fundraising	500			
Coordination Software	5000			
Other Expenses	1000			
Total	187938	50000		100856
2017-18 Funding Year Total				

	Report Title	Council Composition
	Report No.	CL 17-05
	Author	Donna Wilson, Town Clerk
	Meeting Type	Council Meeting
	Council Date	February 13, 2017
	Attachments	CL 16-29 Deputy Mayor Position By-Law Council Composition

RECOMMENDATION

THAT Council receives Report CL 17-05 Council Composition;

AND THAT By-law 4080, To Establish the Composition of the Municipal Council for the Town of Tillsonburg be brought forward for Council’s consideration.

EXECUTIVE SUMMARY

At the Council meeting of October 11, 2017 Council passed the following resolution and direction for staff.

“Moved By: Councillor Esseltine Seconded By: Councillor Stephenson

THAT Council receive Report CL 16-29, Deputy Mayor Position;

AND THAT Council approve in principle, THAT for the next Municipal Election the Deputy Mayor position be removed from the ballot and a Mayor and six (6) Councillors be elected at large.

Carried”

Direction was given to staff to provide a follow-up report to Council and include public comments on the Deputy Mayor position.

BACKGROUND

Staff initiated a survey in November 2016 which carried through until January 12, 2016. The survey polled residents regarding whether the Deputy Mayor position should be eliminated or not, interest for internet voting and interest in the use of ranked ballots for the 2018 election. A link to the survey was posted on the Town website, as well as publicized on Town monitors, in several editions of the Tillsonburg Updates section of the Tillsonburg News and available in paper format at the Customer Service Centre and the Town Corporate Office. A total of (53)

Municipal Election Surveys were received - (46) surveys were received electronically through the Town's website and (7) surveys were received in paper format. The result of the survey regarding the Deputy Mayor position was, 22 in favour of eliminating the position, and 30 against eliminating the position and 1 was inconclusive. The survey allowed for residents to receive additional information on the question however no one made such a request. Due to the very few surveys received staff is of the opinion that the results are inconclusive.

The following are excerpts from the Municipal Act, 2001, S.O. 2001, c.25:

217. (1) Without limiting sections 9, 10 and 11, those sections authorize a local municipality to change the composition of its council subject to the following rules:

1. There shall be a minimum of five members, one of whom shall be the head of council.
2. The members of council shall be elected in accordance with the *Municipal Elections Act, 1996*.
3. The head of council shall be elected by general vote.
4. The members, other than the head of council, shall be elected by general vote or wards or by any combination of general vote and wards.
5. The representation of a local municipality on the council of an upper-tier municipality shall not be affected by the by-law of the local municipality under this section. 2001, c. 25, s. 217 (1); 2006, c. 32, Sched. A, s. 92 (1).

Section 220 of the Municipal Act authorizes a municipality to change the titles for its head of council and other members of its council.

Section 242 of the Municipal Act, 2001 states that a municipality may appoint a member of council to act in the place of the head of council when the head of council is absent, refuses to act or the office is vacant. Such member would have all the powers and duties of the head of Council in his/her absence.

DISCUSSION

There is no requirement in the Municipal Act to either appoint or to elect a Deputy Mayor for a municipality. The Act allows municipalities to appoint a member of Council to act in the place of the Mayor should he be absent or unable to fulfil those duties. Most municipalities who do not have a Deputy Mayor appoint an Acting Mayor either on a rotating basis or appoint one councillor at the beginning of each year for a one year term.

Council approved, in principle that the Deputy Mayor Position be removed from the 2018 ballot and that Council be composed of a Mayor and six Councillors for the next term of Council. The elimination of the Deputy Mayor position would not change the number of members on Council,

only the composition of members. The by-law regarding the composition of council for the 2018 – 2022 term of council is before council for consideration.

CONSULTATION/COMMUNICATION

A review of a number of municipalities was done and that information was communicated in Report CL 16-29 which is attached for your review. It appears that the majority of larger municipalities in Ontario do not have an elected Deputy Mayor while statistics indicate that for smaller 'like size' municipalities the ratio is half and half.


FINANCIAL IMPACT/FUNDING SOURCE

Currently the Deputy Mayor is remunerated at \$13,656.24 per year and a Councillor position is remunerated at \$12,337.52 per year. The Council Budget will be slightly reduced by approximately \$1,218.72 per year, if council approves the change in composition on Council.

COMMUNITY STRATEGIC PLAN (CSP) IMPACT

Section 1 – Excellence in Local Government

1.3 Demonstrate accountability – Citizens are aware of ongoing Council initiatives.

	Report Title	Deputy Mayor Position
	Report No.	CL 16-29
	Author	Donna Wilson, Town Clerk
	Meeting Type	Council Meeting
	Council Date	October 11, 2016
	Attachments	

RECOMMENDATION

THAT Council receives Report CL 16-29 Deputy Mayor Position;

AND THAT Council Choose Option 2, THAT for the next Municipal Election the Deputy Mayor position be removed from the ballot and a Mayor and six (6) Councillors be elected at large.

EXECUTIVE SUMMARY

AT the Council meeting of September 12, 2016, Council passed the following resolution:

“Moved By: Councillor Rosehart Seconded By: Councillor Hayes

THAT Council directs the Clerk to investigate and report back no later than October 11, 2016 on the process to possibly eliminate the position of the Deputy Mayor from the composition of Tillsonburg Town Council.

Carried”

BACKGROUND

In November of 2002 Council passed By-Law 3036 to establish the number of elected members on Council. This by-law increased the composition of Council from a Mayor and 5 Councillors to a Mayor, an elected Deputy Mayor and 5 Councillors. Prior to this in 2000 to 2003 a by-law was passed to appoint Councillors to act as a Deputy Mayor on three months terms.

Section 217 (1) of the Municipal Act, allows a local municipality to change the composition of its council subject to the following rules:

1. There shall be a minimum of five members, one of whom shall be the head of council.

2. The members of council shall be elected in accordance with the *Municipal Elections Act, 1996*.
3. The head of council shall be elected by general vote.
4. The members, other than the head of council, shall be elected by general vote or wards or by any combination of general vote and wards.
5. The representation of a local municipality on the council of an upper-tier municipality shall not be affected by the by-law of the local municipality under this section. 2001, c. 25, s. 217 (1); 2006, c. 32, Sched. A, s. 92 (1).

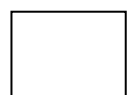
Section 220 of the Municipal Act authorizes a municipality to change the titles for its head of council and other members of its council.

Section 242 of the Municipal Act, 2001 states that a municipality may appoint a member of council to act in the place of the head of council when the head of council is absent, refuses to act or the office is vacant. Such member would have all the powers and duties of the head of Council in his/her absence. The head of council is the Mayor for the Town of Tillsonburg and Section 225 of the Act sets out the role of the head of council which includes: acting as chief executive officer of the municipality; presiding over council meetings; providing leadership to council; representing the municipality at official functions; and carrying out the duties of the head of council under the Municipal Act, 2001 or any other Act.

The Town's Procedural By-Law 3511 section 4.5 refers to the Deputy Mayor to act in the absence of the Mayor and in the case of the Absence of the Deputy Mayor that a chair shall be appointed by motion of the members. There are no further duties of the Deputy Mayor described in the by-law.

There is no requirement in the Municipal Act to either appoint or to elect a Deputy Mayor for a municipality. The Act allows municipalities to appoint a member of Council to act in the place of the Mayor should he be absent or unable to fulfil those duties. Most municipalities who do not have a Deputy Mayor appoint an Acting Mayor. The average process is to appoint members to assume the Mayor's role in instances where the Mayor is absent or has a conflict of interest that precludes him/her from performing his/her duties on a rotating basis through by-law following each municipal election .

Generally on Councils who have six (6) members plus a Mayor, each councillor is appointed for a term of two months each year to perform acting Mayor duties as required. This term is usually for a month or two at a time. The City of Woodstock appoints an Acting Mayor through a nomination for a one year term. In January of each year there is a nomination process for an Acting Mayor and if there are multiple nominations then the Clerk would oversee an internal election process. Council could either appoint an acting Mayor on a rotating basis or follow a nomination process to fill the role for a specified term. The process to either appoint or nominate



an Acting Mayor/Deputy Mayor would be the first order of business for the newly elected council after each Municipal Election and a by-law would be brought forward for the appointment(s).

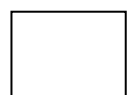
CONSULTATION/COMMUNICATION

A review of (20) similarly sized municipality's was conducted to determine if their municipal council had an appointed Deputy Mayor position. Eleven of the twenty-two Councils polled have an appointed Deputy Mayor/Acting Mayor position and eleven have an elected Deputy Mayor position.

Municipality	Size of Council	Deputy Mayor
Town of Pelham	7	
Town of Petrolia	7	No
St. Mary's	7	No
St. Thomas	8	No
Smith Falls	7	no
Town of Erin	6	No
Township of South West Oxford	7	No
Township of Blandford-Blenheim	5	No
Township of Norwich	5	No
Township of Zorra	5	No
Woodstock	7	No

Municipality	Size of Council	Deputy Mayor
Goderich	7	Yes
Ingersoll	7	Yes
Middlesex Centre	7	Yes
Aylmer	7	Yes
Municipality of Bayham	5	Yes
Town of Hanover	7	Yes
Thames Centre	5	Yes
Township of East Zorra Tavistock	7	Yes
Township of Perth East	7	Yes
Town of Essex	7	Yes
Town of Tecumseth	7	Yes

Of the fifteen larger municipalities polled (approximately double our population), thirteen (13) did not have an elected Deputy Mayor position and two (2) had a Deputy Mayor position elected at large. Those municipalities who do not have an elected Deputy Mayor include, Barrie, Halton Hills, Stratford, Clarington, Whitchurch-Stouffville, Pelham, Whitby, Richmond Hill, Orillia, Newmarket, Milton, Fort Erie and Belleville. Vaughan and Owen Sound had a Deputy Mayor elected at large.



CAO

Suggested options/resolutions that staff reviewed are as follows:

Option 1 – Do nothing and retain the elected Deputy Mayor position for the Town of Tillsonburg:

THAT Council receives Report CL 16-29, Deputy Mayor Position as information;

AND THAT Council retains the Deputy Mayor position for the Town of Tillsonburg.

Option 2 – That for the next Municipal Election a Mayor and six (6) Councillors be elected at large:

THAT Council receives Report CL 16-29, Deputy Mayor Position;

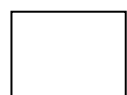
AND THAT for the next Municipal Election the Deputy Mayor position be removed from the ballot and a Mayor and six (6) Councillors be elected at large.

FINANCIAL IMPACT/FUNDING SOURCE

Currently the Deputy Mayor is remunerated at \$13,656.24 per year and a Councillor position is remunerated at \$12, 337.52 per year. The Council Budget will be slightly reduced by approximately \$1,218.72 per year.

COMMUNITY STRATEGIC PLAN (CSP) IMPACT

Council as a whole demonstrates an excellence in local government and accountability through increased opportunities for citizens and stakeholders to be included in oversight on municipal operations.



THE CORPORATION OF THE TOWN OF TILLSONBURG

BY-LAW NUMBER 4080

BEING A BY-LAW to establish the Composition of the Municipal Council for the Town of Tillsonburg.

WHEREAS Section 217(1) of the Municipal Act authorizes a local municipality to change the composition of its council;

AND WHEREAS Section 220 of the Municipal Act authorizes a municipality to change the titles for its head of council and other members of its council;

AND WHEREAS The Council of the Corporation of the Town of Tillsonburg deems it is necessary and expedient to change the title of Deputy Mayor to Councillor.

THEREFORE the Council of the Town of Tillsonburg enacts as follows:


1. THAT the Municipal Council for the Town of Tillsonburg shall consist of a Mayor and six (6) Councillors for a total of seven (7) Council members who shall all be elected at large.
2. THAT By-Law 3036, passed on the 12th day of November, 2002, which established the composition of Council to include the Deputy Mayor position is hereby repealed.
3. THAT This By-Law shall come into full force and effect for the 2018 Municipal Election.

READ A FIRST AND SECOND TIME THIS 13th DAY OF February, 2017.

READ A THIRD AND FINAL TIME AND PASSED THIS 2nd DAY OF March, 2017.

MAYOR Stephen Molnar

TOWN CLERK Donna Wilson

	Report Title	Lease with Chesterman Farm Equipment Inc
	Report No.	DCS 17-06
	Author	Cephas Panschow
	Meeting Type	Council Meeting
	Council Date	MARCH 2, 2017
	Attachments	Lease agreement

RECOMMENDATION

THAT Council receive Report DCS 17-06 Lease with Chesterman Farm Equipment Inc;

AND THAT the Mayor and Clerk be authorized to enter into a lease agreement for the lands described as:

- (i) Unnamed Road adjacent to Lots 1612, 1613 and 1614, Part 2, Plan 41R-6496;
- (ii) Unnamed Road adjacent to Lots 1612, 1613 and 1614;
- (iii) Approximately five (5) acres of land located on the east side of Highway 19 (Vienna Road), legally described as Part Lot 1613, Plan 500, designated as part of Part 2 on OXR39 and part of Part 3 on R-13;

with the Chesterman Farm Equipment Inc for a three year term expiring on December 31, 2019 subject to the terms and conditions contained within the lease agreement;

AND THAT a bylaw be brought forward in that regard.

EXECUTIVE SUMMARY

The purpose of this report is to seek Council approval to enter into a lease agreement with Chesterman Farm Equipment Inc to enable them to use a portion of the Town’s industrial lands for the purposes of a recreational vehicle racing track with the potential to support Tillsonburg’s tourism sector through increased visitors. The lease would be conditional on the Lessee obtaining zoning approval at their cost.

BACKGROUND

Chesterman Farm Equipment Inc made a delegation to Council at the October 24, 2016 Council meeting and staff were directed to review options for race site locations and provide a report to Council. On November 28, 2016, Council approved the following resolution:

THAT Council receive Report DCS 16-37, Lease Request from Chesterman Farm Equipment Inc.;

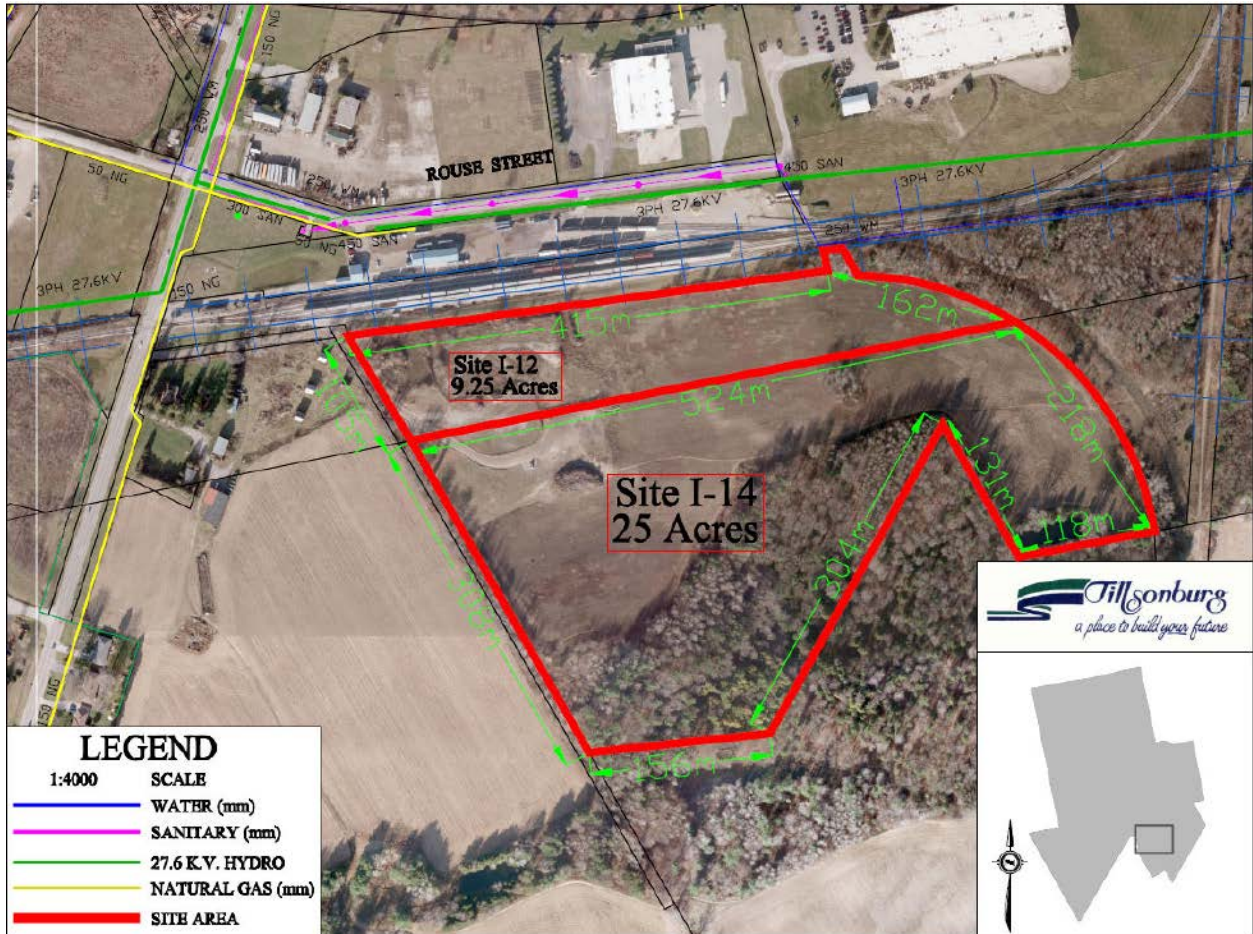
AND THAT staff be directed to bring back a lease agreement for Council’s consideration for the lands described as:

- (i) Unnamed Road adjacent to Lots 1612, 1613 and 1614; and,*

(ii) Part Lot 1613, Plan 500, designated as Part 1 & 2 on OXR39 & Part 4 on OXR44, more particularly described as part of Part 1, Plan 41R-8019,

And consisting of approximately 5 acres of non-arable land for a three-year term expiring on December 31, 2019.

Subject Property – Vienna Road Lands



Subsequent to this, a lease has been prepared as attached. Staff is recommending that the lease be approved subject to the Lessee obtaining a temporary rezoning to permit the proposed use. Should the use not be approved, the lease would be terminated.

The lease provides that the Lessee will pay a base rent and be responsible for any tax, maintenance and insurance costs. In addition to this, the Lessee may be required to upgrade the existing gate (at Vienna Road) or install a new one to the Town's satisfaction. The purpose of the gate is to secure the property when the Lessee is not using the property.

The Lessee will also be required to restore the lands, upon either expiration or termination of the lease, to substantially the same condition as they were prior to their use of the lands.

COMMUNITY STRATEGIC PLAN

Supporting the request by Chesterman Power Products appears to be consistent with the Town's Community Strategic Plan:

Section	Action Item	Comment
4.2 Provide a variety of leisure and cultural opportunities to suit all interests	Parks and Recreation to measure success to-date of implementing the recommendations / action items of the Community Parks, Recreation & Cultural Strategic Master Plan	While this item refers specifically to the Recreation and Cultural Strategic Master Plan, this initiative would be a private sector initiative that would increase the number of leisure opportunities in the community.

CONSULTATION/COMMUNICATION

The Lessee has circulated an information brochure to the neighbouring properties in advance of making a zone change application. In addition to this, adjacent properties within 120 metres of the subject property would be sent a Planning notice with respect to the zone change application once it is received.

The proposed lease has been reviewed with the Town's solicitor and their advice has been incorporated into this agreement.

FINANCIAL IMPACT/FUNDING SOURCE

Staff is proposing a lease rate of \$500 per acre for the five acre property and this would result in annual revenue of \$2,500, which would be allocated to the Economic Development budget (as is rental revenue for industrial lands leased for agricultural purposes). The Lessee would be responsible for the costs of making applications for approval, improving the lands, obtaining insurance, property taxes and any other costs related to the use of the lands.

There would also be some tax revenue generated for the Town although this is expected to be minor (\$1,000 to \$1,500). However, there would also be the potential for additional spending by visitors in the local economy.

THIS AGREEMENT made in quadruplicate this 5 day of February, 2017.

BETWEEN:

THE CORPORATION OF THE TOWN OF TILLSONBURG

hereinafter called the Lessor

-and-

Chesterman Farm Equipment Inc

hereinafter called the Lessee

WHEREAS the Lessor is the owner of lands hereinafter described

- (a) Unnamed Road adjacent to Lots 1612, 1613 and 1614, Part 2, Plan 41R-6496;
- (b) Unnamed Road adjacent to Lots 1612, 1613 and 1614;
- (c) Approximately five (5) acres of land located on the east side of Highway 19 (Vienna Road), legally described as Part Lot 1613, Plan 500, designated as part of Part 2 on OXR39 and part of Part 3 on R-13 ("the Lands"); and,
- (d) As shown in Appendix A.

AND WHEREAS the Lessor is desirous of leasing the Lands to the Lessee and the Lessee is desirous to lease the Lands for recreational track purposes subject to the conditions hereinafter set forth in this agreement (the "Lease");

AND WHEREAS the Lessee is desirous of leasing the lands for a maximum of eighteen (18) events annually;

NOW THEREFORE THIS INDENTURE WITNESSETH

1. PAYMENT

The Lessee covenants with the Lessor that the Lessee shall pay annual rent for the Lands as set out below to the Lessor:

- (a) Annual rent of \$2,500 based on a rate of \$500 per acre (the "Base Rent");
- (b) Any additional costs for taxes, maintenance and insurance;
- (c) The Lessee agrees to pay, if required, for an upgrade of the existing gate or installation of a new gate at Vienna Road to the satisfaction of the Town of Tillsonburg, in their sole and absolute discretion, for the purposes of securing the property.

2. TERM

The term of the Lease shall be from April 1, 2017, or seven (7) days following final zoning approval, to December 31, 2019 (the "Lease Term"). The Lease Term may be extended for additional one (1) year terms by the Lessor in its sole and absolute discretion. There is no representation or warranty of the Lessor that it must, shall or will extend the Lease Term.

3. CONDITION OF THE LANDS

The Lessee acknowledges and agrees that it is leasing the Lands in its current condition "as is" and the Lessee has conducted all inspections and performed its own due diligence to determine the suitability of the Lands for the Lessee's use. The Lessee acknowledges that the Lessor has made no representation or warranty and provides no covenant, representation or warranty concerning soil conditions, the existence of any items below the surface, and/or the environmental status of the Lands at any time. The Lessee acknowledges having inspected the property prior to signing this Lease and has relied upon its inspection regarding the suitability, condition, and state of repair of the Property. The Lessee further acknowledges that it has conducted its own due diligence as the size of the Lands and the size of the non-arable part of the Lands and not relied upon any representation or warranty of the Lessor.

Lessor's Initials _____

Lessee's Initials DC

4. USE

- (a) The Parties agree that the Lands will be used for the purpose of motorized recreational vehicle races and events and shall include a track, viewing area, and both vehicle and trailer parking;
- (b) The Lessee shall not do or permit to be done on the Lands anything which may:
- i. constitute a nuisance;
 - ii. cause damage to the Lands (other than forming of the lands for the construction of the track and viewing area. The Lessee shall take care so as to not mix topsoil and fill material on any part of the improved lands);
 - iii. cause injury or annoyance to occupants of neighbouring premises;
 - iv. make void or voidable any insurance upon the Lands;
 - v. breach or cause of breach of any by-law, status, order or regulation of any municipal, provincial or other competent authority relating to the Lands; and,
 - vi. create any environmental hazard.
- (c) The Lessee shall not store, allowed to be stored or do anything that creates hazardous waste or toxic material as defined by the Environmental Protection Act or any related, amended or successor legislation. If any order is made by any level of government, including all agencies, Crown corporations and municipal bodies, or a Court of competent jurisdiction as a result of the Lessee's, or its servants, director's, employee's, invitee's, customer's or agent's, actions or inaction under this Article then the Lessee shall satisfy the terms of such order including, but not limited to, paying all costs of the work required and shall indemnify and save the Lessor harmless from any costs, including legal costs, if the Lessor suffers any damages or pays any costs associated with such order.
- (d) The Lessee shall obtain all necessary Planning Approvals with respect to the proposed development of the property as required by the Lessor and all other Planning Approval granting authority. All Planning Approvals are at the cost and obligation of the Lessee and subject to all of the procedures and strict application of any applicable law of the Planning Approval granting authority and the Lessor makes no representation, assurance, warranty or guarantee of the granting of same. The failure of the Lessee to obtain any and all of the necessary Planning Approvals required for the Development shall cause this Agreement and any obligation or right thereunder to come to an end. The Lessee hereby acknowledges that the Lessor makes no representation, assurance, warranty or guarantee as to any Planning Approval application outcome and agrees that this Agreement shall not be raised as part of an objection, challenge or appeal of any such Planning Approval decision before the Ontario Municipal Board or any other tribunal or court of competent jurisdiction. The Lessee further understands and agrees that the Lessor must hold fair hearings for approvals under the Planning Act, R.S.O. 1990 c.P.15 and that the Lessor's Council shall not abrogate its authority and shall deal with planning matters on their merits. This provision may be pleaded as a bar to any such purported appeal, objection or challenge.
- (e) The Lessee acknowledges that the property is subject to the Town of Tillsonburg's current Site Plan Control Bylaw and that a Site Plan Agreement may be required. Further, the Lessee acknowledges that the Lessor has not made any representation concerning the suitability of the property for any of the Lessee's future plans nor has the Lessor provided any representation that a site plan and/or building permit will or will not be granted for the subject property.

(f) The Lessor agrees to provide reasonable assistance and co-operation to the Lessee in obtaining necessary approvals for the development of the property subject to the Lessor's compliance with all relevant building codes, bylaws, land use controls, any other statutory requirements and payment of the fees provided for in the Town's current fees bylaw. The obligations of the Lessor set out in this paragraph shall not merge on closing and shall survive closing.

5. RIGHT TO SELL SUBJECT LANDS

The Lessee acknowledges that the Lessor shall have the right to sell any part or parts of the Lands upon sixty (60) days notice, in writing, and upon expiry of such notice the Lessee shall surrender that part (or all if required by the notice) of the Lands sold by the Lessor and subject to the condition that if the Lessor sells and requires possession of any or all of the subject the Base Rent shall be revised to take into account the adjustment of that part of the Lands not surrendered (if any) throughout the balance of the Lease Term. The Lessee shall not demand, claim or plead any damages, costs, monies or compensation from the Lessor of any kind whatsoever and howsoever except as specifically provided for in this paragraph 5. The Lessee waives any and all claims, damages and/or losses for future income, profits or monies due to the surrender of some or all of the Lands.

6. QUIET ENJOYMENT OF LANDS

IT IS further specifically agreed by and between the Parties hereto that the Lessor covenants with the Lessee for quiet enjoyment of the Lands. Notwithstanding the foregoing, the Lessor shall be permitted to access the Lands for any purpose(s), with the costs of any minor damage being borne by the Lessee.

7. ASSIGNMENT

The Lessee acknowledges and agrees that it will not assign or sublet the Lands without approval by the Lessor, which may be withheld by the Lessor at its sole and absolute discretion. The Lessee further covenants that it will not conduct any business, trade, enterprise or objects on the Lands other than to use the Lands for its own purposes pursuant to the terms and conditions contained in this Lease.

8. INSURANCE

The Lessee shall obtain liability insurance of at least Five Million Dollars (\$5,000,000), covering injury to, or destruction of person or property, for which the Lessee may be held liable. The Lessee must obtain Liability insurance on a form of coverage issued by an insuring company acceptable to the Town, which names the Town as an additional insured and contains a Cross Liability Clause. The Lessee shall provide the Town, by the 1st day of May in each year during the term hereof, with an insurance certificate showing the required insurance coverage.

9. INDEMNIFICATION

The Lessee covenants to keep the Lessor indemnified and save harmless the Lessor at all times against any and all claims, suits, proceedings, actions and demands (including but not limited to all legal costs) whatsoever and howsoever arising by any person, entity or corporation whether in respect of damage, loss or death to person or property, arising out of or occasioned by the maintenance, use or occupancy of the Lands or the subletting or assignment of same or any part thereof. And the Lessee further covenants to indemnify the Lessor with respect to any encumbrance on or damage to the Lands occasioned by or arising from the act, default, or negligence of the Lessee, its officers, agents, servants, employees, contractors, customers, invitees or licensees. The Lessee agrees that the foregoing indemnity shall survive the termination of this Lease notwithstanding any provisions of the Lease to the contrary.

Lessor's Initials _____

Lessee's Initials _____

10. MAINTENANCE

The Lessee covenants to maintain all of the Lands pursuant to this Lease in good condition at all times during the Lease Term, any extension of the Lease Term and any overholding periods (if any). The Lessee further covenants to keep the Lands free from refuse and shall not store any refuse, garbage, motor vehicles or any items on the Lands that may be considered by the Lessor to be noxious, hazardous or refuse.

11. IMPROVEMENTS TO LANDS

The Lessee agrees that all improvements to the Lands are at the their sole cost and subject to the approval of the Lessor in the Lessor's sole and absolute discretion. Further, upon expiration of the Lease or termination, the Lessee agrees to restore the lands to substantially the same condition as they were prior to their entry thereon at their sole expense. The Lessor may, in their sole and absolute discretion, accept the lands in an improved condition.

12. BANKRUPTCY

The Lessee acknowledges and agrees that if during the Lease Term any of the goods or chattels of the Lessee shall at any time during the said term be seized or taken in execution or in attachment by any creditor of the Lessee, or if the Lessee shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent debtors, the then current and next ensuing balance of Base Rent shall immediately become due and payable and the said term shall, at the option of the Lessor, immediately become forfeited and determined and in such case, the Lessor may re-enter and take possession of the said lands as though the said lands was holding over after the expiration of the said term.

13. TERMINATION FOR CONVENIENCE

IT IS further hereby agreed between the Parties hereto that this Lease may be terminated by either party in such parties' sole and absolute discretion, including for reason of an appeal, by providing to the other Party sixty (60) days written notice prior to the termination date or the expiration of the lease term. In the case where the Lessor terminates the Lease, the provisions of Paragraph 5 above shall be in effect. If the Lessee terminates the lease it shall be responsible to pay a pro-rated Base Rent to the date of termination, pay all items required by paragraph 4 of this Lease and the Lessor shall not be responsible to reimburse the Lessee for the loss or damages for the abandoned Lands.

14. TERMINATION OF THE CONTRACT FOR CAUSE

In the event of any material default of this Lease by the Lessee, the Lessor shall have the right to provide written notice of such default and demand that the deficiency of program be rectified within five (5) working days or such longer period as may be agreed upon by the Lessor. If the said default is not rectified or steps are not take to rectify the situation according to the agreed upon plan, the Lessor shall be entitled to issue a written notice of termination for cause with no less than thirty (30) days notice and all Base Rent and amounts owing pursuant to paragraph 4 of this Lease shall be payable to the Lessor by the Lessee within thirty (30) days from termination.

15. DEFAULT

An Act of Default has occurred when:

- (a) the Lessee has failed to pay Rent for a period of 60 consecutive days from the date that payment has been requested by the Lessor;
- (b) the Lessee has breached his covenants or failed to perform any of his obligations under this Lease plus:

Lessor's Initials _____

Lessee's Initials



- i. the Lessor has given notice specifying the nature of the default and the steps required to correct it; and,
 - ii. the Lessee has failed to correct the default as required by the notice;
- (c) any insurance policy is canceled or not renewed by reason of the use or occupation of the Lands, or by reason of non-payment of premiums; and
- (d) the Lands:
- i. is used by any other person or persons, or for any other purpose than as provided for in this Lease without the written consent of the Lessor.

When an Act of Default on the part of the Lessee has occurred:

- (a) the current year's rent together with the next years' rent shall become due and payable immediately; and,
- (e) the Lessor shall have the right to terminate this Lease and to re-enter the Lands and deal with them as he may choose.

If, because an Act of Default has occurred, the Lessor exercises his right to terminate this Lease and re-enter the Lands prior to the end of the Term, the Lessee shall nevertheless be liable for payment of Rent and all other amounts payable by the Lessee in accordance with the provisions of the Lease until the Lessor has re-let the Lands or otherwise dealt with the Lands in such manner that the cessation of payments by the Lessee will not result in loss to the Lessor and the Lessee agrees to be liable to the Lessor, until the end of the Term of this Lease for payment of any difference between the amount of Rent hereby agreed to be paid for the Term hereby granted and the Rent any new Lessee pays to the Lessor.

If when an Act of Default has occurred, the Lessor chooses not to terminate the Lease and re-enter the Lands, the Lessor shall have the right to take any and all necessary steps to rectify any or all Acts of Default of the Lessee and to charge the costs of such rectification to the Lessee and to recover the costs as Rent.

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If, when an Act of Default has occurred, the Lessor chooses to waive his right to exercise the remedies available to him under this Lease or at law the waiver shall not constitute condonation of the Act of Default, nor shall the waiver be pleaded as an estoppel against the Lessor to prevent his exercising his remedies with respect to a subsequent Act of Default. No covenant, term, or condition of this Lease shall be deemed to have been waived by the Lessor unless the waiver is in writing and signed by the Lessor.

16. NOTICE

Notice to either party shall be given at the following addresses:

If to the Lessor:

Development Commissioner
The Corporation of the Town of Tillsonburg
200 Broadway, Suite 204
Tillsonburg, ON N4G 5A7
Fax: 519-842-9431

If to the Lessee:

Chesterman Farm Equipment Inc
14493 Bayham Dr, RR 3
Tillsonburg, ON N4G 4G8
F: (519)842-9228

The Lessee shall not at any time register notice of or a copy of this Lease on title to the Lands or any part thereof without consent of the Lessor.

Lessor's Initials _____

Lessee's Initials

DC

16. MISCELLANEOUS

The words importing the singular number only shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine gender, and words importing persons shall include firms and corporations and vice versa.

This Lease, including any Schedule attached, shall constitute the entire agreement between the Lessor and Lessee. There is no representation, warranty, collateral agreement or condition which affects this agreement other than expressed herein.

In the event that any clause herein should be unenforceable or be declared invalid for any reason whatsoever, such enforce ability or invalidity shall not affect the enforce ability or validity of the remaining portions of the covenants and such unenforceable or invalid portions shall be severable from the remainder of this Lease.

This Lease shall be construed and enforced in accordance with the laws of the Province of Ontario. Any proceeding shall be brought at the City of Woodstock in the County of Oxford.

The Lessee hereby agrees that they have had an opportunity to review the terms of this Lease and seek independent legal advice.

Should any provision of this Lease require judicial interpretation or arbitration, it is agreed that the court or arbitrator interpreting or construing the same shall not apply a presumption that the terms thereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it be agreed that both parties have participated in the preparation hereof.

This Lease constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements between the Parties in connection with the subject matter hereof, except as specifically set forth herein. No supplement, modification, waiver or termination of this Lease shall be binding unless executed in writing by the Parties.

The Lessee shall not call on or demand the Lessor to perform any repairs or renovations prior to or after it obtains possession.

IT IS HEREBY declared and agreed that the expressions "Lessor" and "Lessee" wherever used in this indenture shall, when the context allows, include, be binding on and enure to the benefit of not only the Parties hereto, but also their respective executors, administrators and assigns.



IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

The Corporation of the Town
of Tillsonburg

STEPHEN MOLNAR, MAYOR

DONNA WILSON, CLERK

We have authority to bind the
Corporation of the Town of
Tillsonburg.

SIGNED, SEALED AND
DELIVERED in the
Presence of

) THE LESSEE

[Signature]
Witness
Name: *Stephen P. Molnar*
Date: *Feb 15, 17*

[Signature]

) DAVID CHESTERMAN

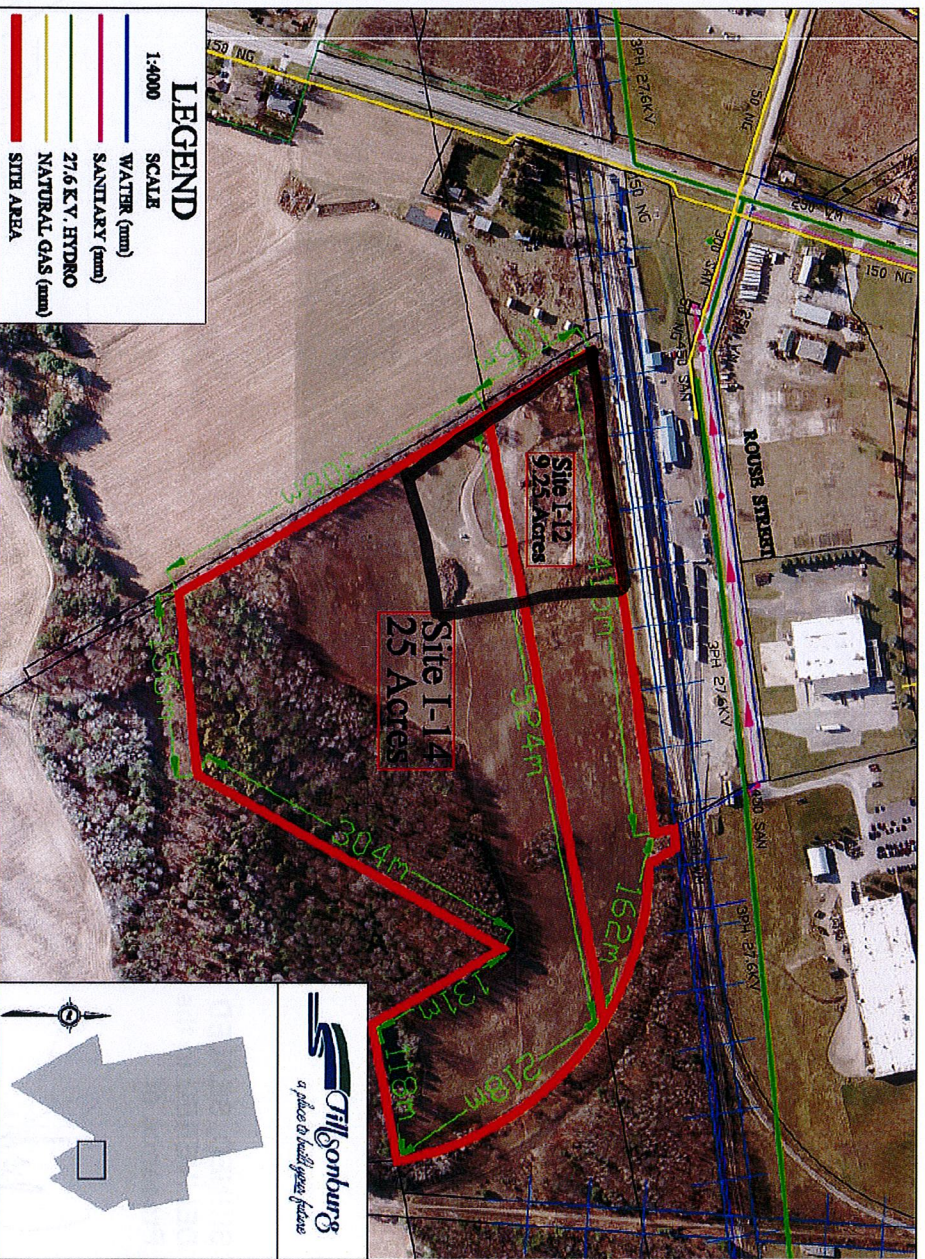
Feb 15/17
DATE

Lessor's Initials _____

Lessee's Initials DC


APPENDIX A – SUBJECT PROPERTIES

VIENNA RD - 5 ACRES OF LAND WITHIN SITE I-112 and SITE I-114



Lessor's Initials _____

Lessee's Initials DL

	Report Title	Contributions to Reserves
	Report No.	FIN 17-07
	Author	JANELLE COSTANTINO
	Meeting Type	Council Meeting
	Council Date	MARCH 2, 2017
	Attachments	None

RECOMMENDATION

THAT Council receives report FIN 17-07 Contributions to Reserves;

AND THAT \$434,285 is contributed to reserves in 2016.

EXECUTIVE SUMMARY

Throughout the course of the year capital projects identified in the 2016 Budget were completed under budget. Staff is requesting the following items be contributed to Reserves.


Description	Reserve Fund	Amount
#010 Domain Controller Server	IT	5,000
#011 Corporate Office Workstation	General	13,626
#078 Disposal of Fleet Assets	Fleet	21,916
#229 Annual resurfacing	Roads	16,430
#233 Riverview stage 1	Roads	70,000
#303 Future Parking lots	Parking	21,407
#411 TCC Conceptual Plans	Recreation, Culture & Parks	25,000
#443 Transfer Station Improvements	Transfer Station	21,100
#504 Implementation of masterplan	Recreation, Culture & Parks	12,100
#635 Coronation Park Pavilion	Recreation, Culture & Parks	30,000
#679 Outdoor Pool Maintenance	Recreation, Culture & Parks	25,000
#803 Project Satellite	General	172,706
Total		\$ 434,285

FINANCIAL IMPACT/FUNDING SOURCE

The 2016 results will include an additional contribution to reserves of \$434,285.

COMMUNITY STRATEGIC PLAN IMPACT

N/A

	Report Title	Results for Tender RFT2017-001 Riverview Subdivision Reconstruction – Stage 2 of 2
	Report No.	OPS 17-06
	Author	Eric Flora, P.Eng., Manager of Engineering
	Meeting Type	Council Meeting
	Council Date	March 2, 2017
	Attachments	• None

RECOMMENDATION

THAT Council receive Report OPS 17-06, Results for Tender RFT2017-001 Riverview Subdivision Reconstruction – Stage 2 of 2;

AND THAT Council award Tender RFT2017-001 to Euro-Ex Construction of Woodstock, ON at a cost of \$718,139.25 (net HST included), the lowest bid received satisfying all Tender requirements.

SUMMARY

Tenders were called for the Riverview Subdivision – Stage 2 of 2 Reconstruction Project of Hillyndale Road (between Potters Road to 75 metres north of Hillside) and Highland Drive as shown in **Figure 1**. There were twenty three (23) plan takers and a total of seven (7) bids were received on February 15, 2017, with the lowest bid from Euro-Ex Construction at \$718,139.25 (net HST included).

The reconstruction of Hillyndale Road and Highland Drive will involve the installation of new watermain, storm sewers, catch basins, sidewalks, new granular material and asphalt road surface including curb and gutter and all required boulevard and driveway restoration.

The tender was advertised on the Town of Tillsonburg website, the Tillsonburg News, ESolutions and Biddingo. Results of the tender are summarized as follows:

<u>Bidder</u>	<u>Location</u>	<u>Bid Amount</u>
1. Euro-Ex Construction	Woodstock, ON	\$ 718,139.25
2. Oxford Civil Group Inc.	Woodstock, ON	\$ 732,951.19
3. 598424 Ontario Ltd.	London, ON	\$ 774,947.31
4. Titan Group Construction Inc.	Dutton, ON	\$ 773,179.63
5. 291 Construction Ltd.	Dorchester, ON	\$ 864,771.18
6. Omega Contractors Inc.	London, ON	\$ 872,384.51
7. Morley’s Contracting Ltd.	Brantford, ON	\$ 903,490.82

The above bids include net HST of 1.76%.

The lowest bid amount is comprised of \$233,948.43 County and \$484,190.82 Town costs. The bids also include a \$25,000 contingency allowance for any unforeseen expenses encountered during construction. Approval of the water main and storm sewer works was received in 2016 through the Transfer of Review from Oxford County. The references for Euro-Ex Construction were also satisfactory.

CONSULTATION/COMMUNICATION

An information letter was hand delivered to residents on February 1, 2017, advising of the reconstruction project, and that the drawing set was available for public viewing at the Customer Service Centre between regular business hours of 8:00 AM to 4:00 PM from February 1st to February 15th. Staff discussed the scope of work with a number of residents on-site and received several follow-up requests for information mainly related to construction timing, impact to driveways, curb type and lot drainage.

Any planned full roadway or lane closures in order to facilitate the work will be kept to a minimum and communicated to affected residents in advance. Residents in the construction area will also be notified of the overall construction schedule and potential impacts prior to and during the course of construction, as necessary.

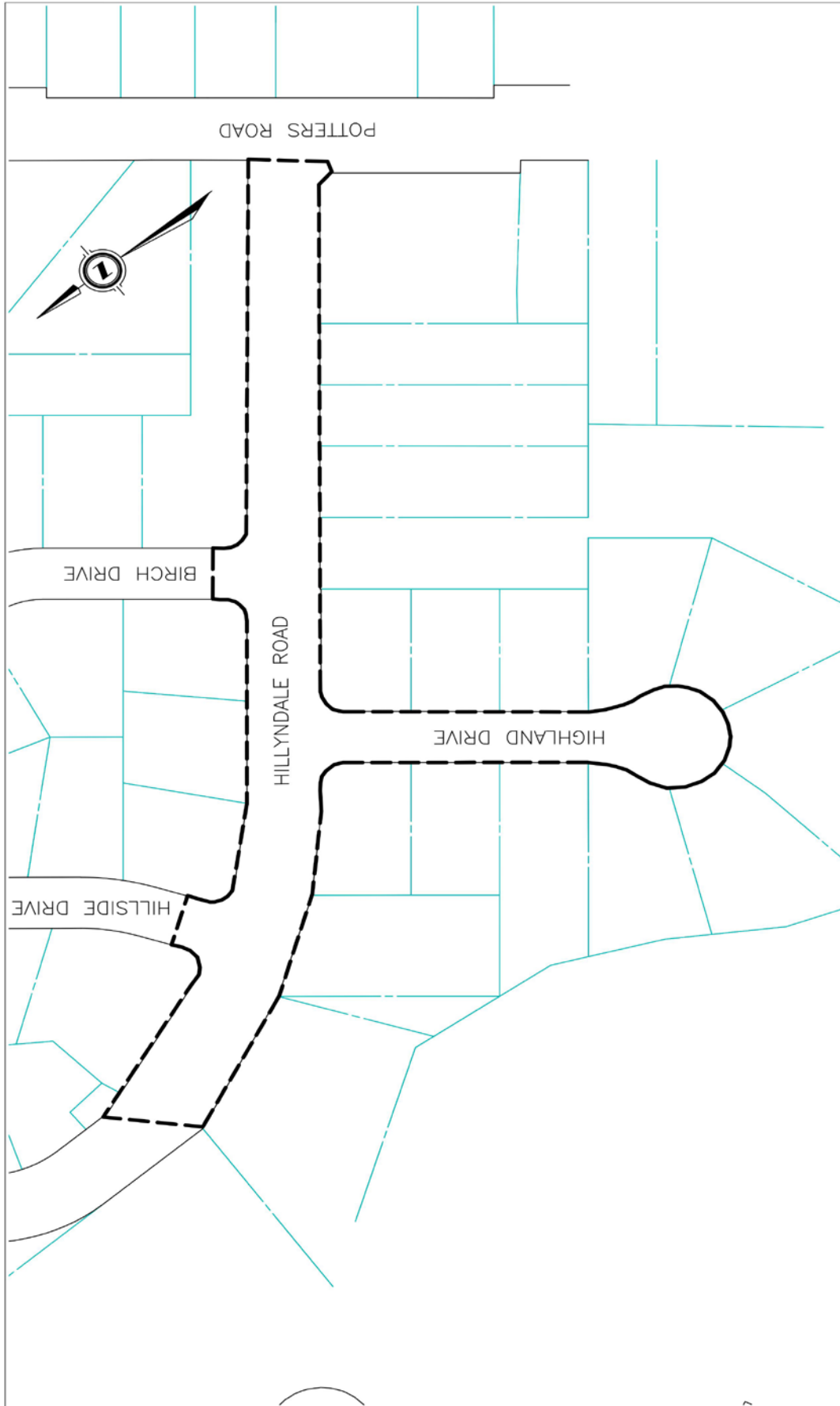
FINANCIAL IMPACT/FUNDING SOURCE

The Town's portion of contracted items is \$484,190.82. The 2017 capital budget of \$567,500 is comprised of \$420,000 in Gas Tax proceeds and \$147,500 from Taxation.


The total tendered price for the County's portion of contract items is \$233,948.43.

COMMUNITY STRATEGIC PLAN (CSP)

This project supports Objective 2 – Economic Sustainability of the Community Strategic Plan through the renewal of infrastructure.



<p>TOWN OF TILLSONBURG ENGINEERING SERVICES CUSTOMER SERVICE CENTRE 10 LISGAR AVENUE, TILLSONBURG, ONTARIO, N4G 5A5</p>	<p>SCALE</p> <p>NOT TO SCALE</p>	<p>TITLE</p> <p>TOWN OF TILLSONBURG RIVERVIEW AREA RECONSTRUCTION</p>	<p>PROJECT No.</p> <p>2017-001</p>
	<p>TITLE</p> <p>STAGE 2 OF 2 HILLYNDALE ROAD AND HIGHLAND DRIVE</p>	<p>SHEET No.</p> <p>1</p>	<p>PLAN FILE No.</p>

	Report Title	Canada 150 CIP Contribution Agreement
	Report No.	RCP 17-19
	Author	Rick Cox, Director of Recreation, Culture & Parks
	Meeting Type	Council Meeting
	Council Date	March 2, 2017
	Attachments	<ul style="list-style-type: none"> • Canada 150 CIP Contribution Agreement

RECOMMENDATION

THAT Report RCP 17-19 – Canada 150 CIP Contribution Agreement be received;

AND THAT the Mayor and Clerk be authorized to sign the Contribution Agreement with the Government of Canada for \$128,300 under the Canada 150 Community Infrastructure Program for the “Improvement of Memorial Park and Tillsonburg Fairgrounds Project”.

EXECUTIVE SUMMARY

This report seeks Council authorization to enter into the Contribution Agreement for the \$128,300 grant from the Government of Canada for funds towards building the Celebration Plaza as part of the Improvement of Memorial Park and Tillsonburg Fairgrounds.

BACKGROUND

The Town’s submission to the second intake for Canada 150 Community Improvement Program Project applied for \$128,300. The application was successful and the Contribution Agreement requires specific approval from Council. At their meeting of February 13, 2017, Council approved the overall design of the Celebration Plaza. Detailed design and development of the tender documents is under way. This Contribution Agreement is required to secure the Federal grant.

CONSULTATION/COMMUNICATION

N/A

FINANCIAL IMPACT/FUNDING SOURCE

The \$128,300 in federal grant funding is a portion of the project. The Town’s contribution of \$150,000 has been funded with a contribution of \$50,000 in each of 2015, 2016 and 2017 budget years. A further commitment of \$50,000 has been received from the Kinsmen Club towards the bandshell component of the project. Staff continues to pursue commitments from community partners and other sources for additional funds to complete the project.

COMMUNITY STRATEGIC PLAN (CSP) IMPACT

This action is in alignment with the following Objectives of the Community Strategic Plan:

- Objective 1 – Excellence in Local Government
- Objective 2 – Economic Sustainability
- Objective 4 – Culture and Community

CANADA 150 COMMUNITY INFRASTRUCTURE PROGRAM CONTRIBUTION AGREEMENT

This Contribution Agreement is made as of _____

BETWEEN: **HER MAJESTY THE QUEEN IN RIGHT OF CANADA** (“Her Majesty”) hereby represented by the Minister responsible for Federal Economic Development Agency for Southern Ontario

AND: **The Corporation of the Town of Tillsonburg** (“Recipient”) a municipal government established under the laws of Ontario.

WHEREAS the Federal Economic Development Agency for Southern Ontario (“Agency”) was created to help make Canadians more productive and competitive in the knowledge-based economy, by supporting economic development, economic diversification, job creation, and sustainable, self-reliant communities in southern Ontario;

WHEREAS in its 2016 Budget, the Government of Canada allocated an additional \$150 million to the Canada 150 Community Infrastructure Program (“CIP 150”) to renovate, expand and improve existing community infrastructure assets; and

WHEREAS the Minister has agreed to make a non-repayable contribution to the Recipient up to the maximum amount of one hundred twenty-eight thousand three hundred dollars (\$128,300) in support of the Recipient’s Eligible Costs (as defined herein) of the Project (as defined herein),

NOW THERETOFORE, in accordance with the mutual covenants and agreements herein, Her Majesty as represented by the Minister and the Recipient agree as follows:

1. Purpose of the Agreement

The purpose of this Agreement is to set out the terms and conditions under which the Minister will provide CIP 150 (as defined herein) funding in support of the Project (as defined herein).

2. Interpretation

2.1 **Definitions.** In this Agreement, a capitalized term has the meaning given to it in this section, unless the context indicates otherwise:

Aboriginal Government means a band council within the meaning of section 2 of the *Indian Act*; or a government authority established pursuant to a Self-Government Agreement or a Comprehensive Land Claim Agreement, given effect and declared valid by federal legislation.

Agency means the Federal Economic Development Agency for Southern Ontario.

Agreement means this agreement including all the annexes attached hereto, as such may be amended, restated or supplemented, from time to time.

CIP 150 means the Canada 150 Community Infrastructure Program as described in the recitals hereto.

Contribution means the contribution to Eligible Costs in the amount stipulated in Subsection 4.1.

Control Period means the period of six (6) years following the period determined in Subsection 3.1 as the duration of the Agreement.

Date of Acceptance means the date on which the duplicate fully executed copy of this Agreement is received by the Minister.

Eligibility Date means April 1, 2016.

Eligible Costs means those Project Costs supported by the Contribution and which are identified in Annex 1 – Statement of Work and relating to the Project activities described therein and which are in compliance with Annex 2 – Costing Guideline Memorandum.

Event of Default means the events of default described in Subsection 12.1 hereof.

Final Report means the report described in Subsection 7.1 hereof.

Final Report Date means June 30, 2018.

Fiscal Year means the Government of Canada's fiscal year beginning on April 1st of a year and ending on March 31st of the following year.

Minister means the Minister responsible for the Agency or any one or more of his representatives.

Parties means the Minister and the Recipient and **Party** means any one of them.

Program Completion Date means March 31, 2018.

Project means the project described in Annex 1 – Statement of Work.

Project Costs means the total costs of the Project as set out in Annex 1 – Statement of Work.

Southern Ontario includes the following 2011 Statistics Canada Census Regions: 1 Stormont, Dundas and Glengarry; 2 Prescott and Russell; 6 Ottawa; 7 Leeds and Grenville; 9 Lanark; 10 Frontenac; 11 Lennox and Addington; 12 Hastings; 13 Prince Edward; 14 Northumberland; 15 Peterborough; 16 Kawartha Lakes; 18 Durham; 19 York; 20 Toronto; 21 Peel; 22 Dufferin; 23 Wellington; 24 Halton; 25 Hamilton; 26 Niagara; 28 Haldimand-Norfolk; 29 Brant; 30 Waterloo; 31 Perth; 32 Oxford; 34 Elgin; 36 Chatham-Kent; 37 Essex; 38 Lambton; 39 Middlesex; 40 Huron; 41 Bruce; 42 Grey; 43 Simcoe; 46 Haliburton; and 47 Renfrew.

“**Substantially Completed**” has the same meaning and shall be determined in accordance with how the term “substantially performed” is determined in subsection 2(1) of the *Construction Lien Act*, R.S.O. 1990, c. C.30, as amended, and “**Substantial Completion**” shall have a corresponding meaning.

- 2.2 **Singular/Plural.** Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural.
- 2.3 **Entire Agreement.** This Agreement comprises the entire agreement between the Parties. No prior document, negotiation, provision, undertaking or agreement in relation to the subject matter of this Agreement has legal effect. No representation or warranty, whether express, implied or otherwise, has been made by the Minister to the Recipient, except as expressly set out in this Agreement.
- 2.4 **Inconsistency.** In case of inconsistency or conflict between a provision contained in the part of the Agreement preceding the signatures and a provision contained in any of the Annexes to this Agreement, the provision contained in the part of the Agreement preceding the signatures will prevail.
- 2.5 **Annexes.** This Agreement contains the following Annexes as described below, which form an integral part of this Agreement:

Annex 1 - Statement of Work
Annex 2 - Costing Guideline Memorandum
Annex 3 - Reporting Requirements
Annex 4 - Federal Visibility Requirements

3. Duration of Agreement

3.1 **Duration of Agreement.** This Agreement comes into force on the Date of Acceptance and, subject to Subsection 3.2, will terminate:

- (a) twelve (12) months after the earlier of:

- i) the Project is Substantially Completed; or
 - ii) the Program Completion Date.
- (b) upon the date on which all amounts due by the Recipient to Her Majesty under this Agreement, have been paid in full,

whichever is the later, unless terminated earlier in accordance with the terms of this Agreement.

- 3.2 **Control Period.** Notwithstanding the provisions of Subsection 3.1 above, during the Control Period, the rights and obligations described in the following sections shall continue beyond the duration of the Agreement:

Section 5 - Other Government Financial Support
Subsection 6.6 – Overpayment and non-entitlement
Subsections 7.3, 7.4, 7.5, 7.6 and 7.7 - Monitoring, Audit and Evaluation
Subsection 8.1c) and 8.2c) – Representations and Covenants
Section 11 - Indemnification and Limitation of Liability
Section 12 - Default and Remedies
Section 13 – Project Assets
Subsection 15.9 - Dispute Resolution

4. **The Contribution**

- 4.1 Subject to the terms and conditions of this Agreement, the Minister will make a non-repayable contribution to the Recipient in respect of the Project in an amount not exceeding the lesser of (a) and (b) as follows:
- (a) maximum 33.3% of total Eligible Costs of the Project incurred and paid by the Recipient; and
 - (b) \$128,300.
- 4.2 The payment of the Contribution per Fiscal Year is estimated at amounts as specified in Annex 1 – Statement of Work. The Minister will have no obligation to pay any amounts in any other fiscal years than those specified in Annex 1 – Statement of Work.
- 4.3 The Recipient acknowledges that notwithstanding the date of execution of this Agreement, the Minister will not reimburse costs incurred by it prior to April 1, 2016 or later than the Program Completion Date.
- 4.4 The Minister shall not contribute to any Eligible Costs incurred by the Recipient which could cause the Contribution, noted in Subsection 4.1 herein to be exceeded.

- 4.5 The Recipient shall be responsible for all costs of the Project, including cost overruns, if any.
- 4.6 **Holdbacks.** Notwithstanding any other provisions of this Agreement, the Minister will, at the Minister's sole discretion, withhold up to ten percent (10%) of the Contribution amount until:
- (a) the Project is Substantially Completed;
 - (b) the Recipient has satisfied all the conditions of this Agreement;
 - (c) the Final Report described in Subsection 6.4(a)(ii) has been submitted to the satisfaction of the Minister;
 - (d) audits and site visits, where required by the Minister, have been completed to the satisfaction of the Minister; and
 - (e) the Minister has approved the final claim described in Subsection 6.4.

5. Other Government Financial Support

- 5.1 The Recipient hereby confirms that for purposes of this Project no other federal, provincial, local Government assistance has been requested, received or will be received, except as disclosed in Annex 1 – Statement of Work.
- 5.2 The Recipient shall promptly inform the Minister in writing in the event additional other government financial support has been requested or received for the Project, during the term of this Agreement and acknowledges and agrees that an adjustment to the amount of the Contribution and a request for repayment of part or all of the amounts paid to the Recipient may be made as a result thereof. The amount of repayment requested will constitute a debt due to Her Majesty and will be recovered as such from the Recipient.
- 5.3 In no instance will the total government funding towards the Eligible Costs of the Project be allowed to exceed one hundred percent (100%) of the total Eligible Costs.

6. Claims and Payments

- 6.1 The Recipient shall maintain accounting records that account for the Contribution paid to the Recipient and the related Project Costs in respect of this Agreement, separate and distinct from any other funding.
- 6.2 **Claims Procedures.** The Recipient shall submit claims for reimbursement of Eligible Costs incurred and paid, not less frequently than semi-annually or more

frequently than monthly, in a form satisfactory to the Minister. Each claim will include the following information:

- (a) an itemized summary by cost category of Eligible Costs incurred and paid, substantially in the form prescribed by the Minister;
- (b) a certification of the claim by a director or officer of the Recipient, confirming the accuracy of the claim and of all supporting information provided;
- (c) if applicable, a certification by a director or officer of the Recipient that any mitigation measures listed in Annex 5 – Environmental Mitigation Measures have been implemented; and
- (d) substantiating documentation (including without limitation, any invoice or proof of payment), as may be required by the Minister.

6.2.1 The Recipient agrees to submit its last claim for Eligible Costs in each Fiscal Year on or before March 1st of that Fiscal Year.

6.3 **Advance Payments.**

- (a) **Initial Advance.** Where the Minister is satisfied and has determined that the Recipient's cash flow requirements justify the need for an advance against the Eligible Costs payable under this Agreement, the Minister may, at his sole discretion, pay to the Recipient an initial advance for Eligible Costs up to 25% on the portion of the Contribution allocated to Fiscal Year 2016-2017, subject to the following:
 - (i) The Recipient submits to the Minister's satisfaction, a forecast of cash flow requirements to be incurred during the initial advance period along with any documentation that the Minister may reasonably request.
 - (ii) The Recipient shall account by way of claim, to the satisfaction of the Minister, for the use of any advances.
- (b) The Recipient agrees to spend advances in the Fiscal Year in which the advance was made, failing which the Recipient agrees to reimburse the Minister any unspent amounts. If the amount of the advance exceeds the amount of Eligible Costs incurred during the previous advance period, the Minister may deduct the excess amount and any interest earned by such excess from any other payment under this Agreement.

6.4 **Final Claim Procedures.**

- (a) The Recipient shall submit a final claim pertaining to the final reimbursement of any Eligible Costs previously claimed or not, signed by a director or officer of the Recipient and accompanied by the following, in addition to the requirements set out in Subsection 6.2, in a form satisfactory to the Minister in scope and detail:
 - (i) a confirmation that it is the final claim for payment and as such, it includes all final Eligible Costs submitted for payment; and
 - (ii) a Final Report substantially in the form prescribed by the Minister.
- (b) The Recipient shall submit the final claim for reimbursement of Eligible Costs to the satisfaction of the Minister the earlier of:
 - (i) the date which falls no later than three (3) months after Project is Substantially Completed; and
 - (ii) the Final Report Date.

The Minister shall have no obligation to pay any claims submitted after this date.

6.5 **Payment Procedures.**

- (a) The Minister shall review and approve the documentation submitted by the Recipient following the receipt of the Recipient's claim and in the event of any deficiency in the documentation, the Minister will notify the Recipient and the Recipient shall immediately take action to address and rectify the deficiency.
- (b) Subject to the maximum Contribution amounts set forth in Subsection 4.1 and all other conditions contained in this Agreement, the Minister shall pay to the Recipient the Eligible Costs set forth in the Recipient's claim, in accordance with the Minister's customary practices.
- (c) The Minister may request at any time that the Recipient provides satisfactory evidence to demonstrate that all Eligible Costs claimed have been paid.
- (d) The Minister may require, at his expense, any claim submitted for payment of the Contribution be certified by the Recipient's external auditor or by an auditor approved by the Minister.

6.6 **Overpayment or non-entitlement.** Where, for any reason, the Recipient is not entitled to all or part of the Contribution or the amount paid to the Recipient exceeds the amount to which the Recipient is entitled, the Contribution or the amount in excess, as the case may be, shall constitute a debt due to Her Majesty and shall be recovered as such from the Recipient. The Recipient shall repay Her Majesty within

thirty (30) calendar days from the date of the Minister's notice, the amount of the Contribution disbursed or the amount of the overpayment, as the case may be, together with interest calculated in accordance with the *Interest and Administrative Charges Regulations*, in effect on the due date, from the date of the notice until payment is received by Her Majesty.

- 6.7 If the Recipient earns any interest as a consequence of any advance payment of the Contribution or earns any revenue as a result of the Project, the Minister may in his absolute discretion reduce the Contribution by all or by such portion of the revenue (including the interest) as he deems appropriate.

7. Monitoring, Audit and Evaluation

- 7.1 The Recipient agrees to provide the Minister with the reports as described in Annex 3 – Reporting Requirements, satisfactory in scope and detail, in order to allow the Minister to assess the outcome and costs of the Project.
- 7.2 Upon request of the Minister and at no cost to him, the Recipient shall promptly elaborate upon any report submitted or provide such additional information as may be requested.
- 7.3 The Recipient shall at its own expense:
- (a) preserve and make available for audit and examination by the Minister, proper books, accounts and records of the Project Costs, wherever such books, and records may be located, and permit the Minister to conduct such independent audits and evaluations as the Minister in his discretion may require;
 - (b) upon reasonable notice and after consultation with the Recipient, permit the Minister reasonable access to the Project site and/or the Recipient's premises and documents in order to inspect and assess the progress and results of the Project;
 - (c) supply promptly, on request, such other data in respect of the Project and its results, as the Minister may require for purposes of this Agreement and for statistical and/or evaluation purposes.
- 7.4 The Minister shall have the right, at his own expense, and as and when he determines necessary, to perform audits of the Project Costs and the Recipient's books, accounts, records, financial statements and claims for reimbursement of Eligible Costs, and the Recipient's administrative, financial and claim certification processes and procedures, for the purposes of verifying the costs of the Project, validating claims for reimbursement of Eligible Costs, ensuring compliance with the terms of this Agreement, and confirming amounts repayable to Her Majesty under the provisions of this Agreement.

- 7.5 Any audits performed hereunder will be carried out by auditors selected by the Minister, which may include any of the following: Agency officials, an independent auditing firm, and/or the Recipient's external auditors. The Minister will provide the Recipient with a description of the scope and criteria of the audit and the expected time frames for completion of the audit and public release of the related reports.
- 7.6 The Recipient agrees that the Minister, at his expense, may engage outside firms or individuals, unrelated to the Government of Canada, with the required expertise to evaluate and monitor the Project and its implementation or review any documents submitted by the Recipient. The Recipient agrees to provide access to any site, meeting or to any document in relation to the Project to such firms or individuals.
- 7.7 **Auditor General of Canada.** The Recipient acknowledges that the Auditor General of Canada may, at the Auditor General's cost, after consultation with the Recipient, conduct an inquiry under the authority of Subsection 7.1(1) of the *Auditor General Act* in relation to any funding agreement (as defined in Subsection 42(4) of the *Financial Administration Act*) with respect to the use of funds received. For purposes of any such inquiry undertaken by the Auditor General, the Recipient shall provide, upon request and in a timely manner, to the Auditor General or anyone acting on behalf of the Auditor General:
- (a) all records held by the Recipient or by agents or contractors of the Recipient, relating to this Agreement and the use of the Contribution; and
 - (b) such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to this Agreement and/or the Contribution.

8. Representations and Covenants

- 8.1 The Recipient represents and warrants that:
- (a) it is a municipal government and is in good standing under the laws of Ontario, and has the power and authority to carry on its business, to hold its property and to enter into this Agreement and it has the power and authority, and has met all legal requirements, necessary to carry on business, hold property, and to enter into, deliver and perform this Agreement. The Recipient warrants that it shall remain as such for the duration of this Agreement;
 - (b) the execution, delivery and performance of this Agreement have been duly and validly authorized by the necessary corporate actions of the Recipient and when executed and delivered by the Recipient, this Agreement constitutes a legal, valid and binding obligation of the Recipient, enforceable in accordance with its terms;

- (c) it has acquired, at its own expense, general liability insurance and property damage insurance, in an adequate amount consistent with the scope of the operations and the Project that a prudent person carrying out a project similar to the Project would maintain, and will maintain such for the duration of the Agreement and the Control Period.
- (d) the signatory(ies) to this Agreement, on behalf of the Recipient, has(ve) been duly authorized to execute and deliver this Agreement;
- (e) this Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms, subject as to enforcement of remedies to applicable bankruptcy, insolvency, reorganization and other laws affecting generally the enforcement of the rights of creditors and subject to a court's discretionary authority with respect to the granting of a decree, ordering specific performance or other equitable remedies;
- (f) the execution and delivery of this Agreement and the performance by the Recipient of its obligations hereunder will not, with or without the giving of notice or the passage of time or both:
 - (i) violate the provisions of the Recipient's by-laws, any other corporate governance document subscribed to by the Recipient or any resolution of the Recipient;
 - (ii) violate any judgment, decree, order or award of any court, government agency, regulatory authority or arbitrator; or
 - (iii) conflict with or result in the breach or termination of any material term or provision of, or constitute a default under, or cause any acceleration under, any license, permit, concession, franchise, indenture, mortgage, lease, equipment lease, contract, permit, deed of trust or any other instrument or agreement by which it is bound.
- (g) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency, which could materially and adversely affect the Recipient's ability to carry out the activities contemplated by this Agreement;
- (h) it has obtained or will obtain all necessary licences and permits in relation to the Project, which satisfy the requirements of all regulating bodies of appropriate jurisdiction;
- (i) all information provided during the CIP 150 application process remains true, correct and complete in every respect except as set out to the contrary herein; and

- (j) the description of the Project in Annex 1 – Statement of Work is complete and accurate.

8.2 The Recipient covenants and agrees that:

- (a) it shall obtain the prior written consent of the Minister before making any change to any aspect of the Project or to the management of the Project or Recipient.
- (b) it shall acquire and manage all equipment, services and supplies required for the Project in a manner that ensures the best value for funds expended and it shall comply with its procurement policies, rules and regulations.
- (c) it shall maintain the usage as described in Annex 1 – Statement of Work, of any assets to which the Minister has contributed to for a minimum of six (6) years after the expiry or the termination of this Agreement.
- (d) the Project is located in southern Ontario.
- (e) it shall contribute no less than fifty percent (50%) to the Eligible Costs of the Project.
- (f) it shall use the Contribution solely and exclusively to support the Eligible Costs of the Project, as detailed in Annex 1 - Statement of Work and in Annex 2 - Costing Guideline Memorandum and shall carry out the Project in a diligent and professional manner, using qualified personnel and the Project shall be Substantially Completed on or before the Program Completion Date.
- (g) it shall comply with the Federal Visibility Requirements as set out in Annex 4 – Federal Visibility Requirements.

9. **Official Languages**

The Recipient agrees:

- (a) that any public acknowledgement of the Agency's support for the Project will be expressed in both official languages;
- (b) that basic project information will be developed and made available in both official languages;
- (c) to invite members of the official-language minority community to participate in any public event relating to the Project, where appropriate;

- (d) that main signage components related to the Project will be in both official languages; and
- (e) that it shall pay for all translation costs save for those which the Minister may incur with respect to any announcement or other public communications.

10. Environmental and Other Requirements

- 10.1 The Recipient represents that the Project is not a “designated project” as defined in the *Canadian Environmental Assessment Act, 2012* (“CEAA”) and is not being carried out on “federal lands” as defined in the CEAA.
- 10.2 The Recipient agrees to comply with all federal, provincial, territorial, municipal and other applicable laws governing the Recipient and the Project, including but not limited to, statutes, regulations, by-laws, rules, ordinances and decrees. This includes legal requirements and regulations relating to environmental protection and the successful implementation of and adherence to any mitigation measures, monitoring or follow-up program, which may be prescribed by the Minister or by other federal, provincial, territorial, municipal bodies. The Recipient will certify to the Minister that it has done so.
- 10.3 The Recipient will provide the Minister with reasonable access to any Project site, for the purpose of ensuring that the terms and conditions of any environmental approval are met, and that any required mitigation measures, monitoring or program follow up have been carried out, to the satisfaction of the Minister.
- 10.4 If as a result of changes to the Project or otherwise, should a subsequent assessment be required in accordance with CEAA for the Project, the Minister and the Recipient agree that the Minister’s obligations under this Agreement will be suspended from the moment that the Minister informs the Recipient, until (i) a decision statement has been issued to the Recipient or, if applicable, the Minister has decided that the Project is not likely to cause significant adverse environmental effects, and (ii) if required, an amendment to this Agreement has been signed, setting out any conditions included in the decision statement. The Recipient agrees to comply with any such conditions.
- 10.5 **Aboriginal consultation.** The Recipient acknowledges that the Minister’s obligation to pay the Contribution is conditional upon Her Majesty satisfying any obligation that Her Majesty may have to consult with or to accommodate any Aboriginal groups, which may be affected by the terms of this Agreement.

11. Indemnification and Limitation of Liability

11.1 The Recipient shall at all times indemnify and save harmless Her Majesty, her officers, officials, employees and agents, from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings (including, without limitation, those relating to injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights) by whomsoever brought or prosecuted, or threatened to be brought or prosecuted, in any manner based upon or occasioned by any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights, caused by, or arising directly or indirectly from:

- (a) the Project, its operation, conduct or any other aspect thereof;
- (b) the performance or non-performance of this Agreement, or the breach or failure to comply with any term, condition, representation or warranty of this Agreement by the Recipient, its officers, employees and agents, or by a third party or its officers, employees, or agents;
- (c) the design, construction, operation, maintenance and repair of any part of the Project; or
- (d) any omission or other wilful or negligent act or delay of the Recipient or a third party and their respective employees, officers, or agents, except to the extent to which such claims and demands, losses, costs, damages, actions, suits, or other proceedings relate to the negligent act or omission of an officer, official, employee, or agent of Her Majesty, in the performance of his or her duties.

11.2 The Minister shall have no liability under this Agreement, except for payments of the Contribution, in accordance with and subject to the provisions of this Agreement. Without limiting the generality of the foregoing, the Minister shall not be liable for any direct, indirect, special or consequential damages, or damages for loss of revenues or profits of the Recipient.

11.3 Her Majesty, her agents, employees and servants will not be held liable in the event the Recipient enters into a loan, a capital or operating lease or other long-term obligation in relation to the Project for which the Contribution is provided.

12. Default and Remedies

12.1 **Event of Default.** The Minister may declare that an Event of Default has occurred if:

- (a) the Recipient has failed or neglected to pay Her Majesty any amount due in accordance with this Agreement;
- (b) the Recipient fails to proceed diligently with the Project, or abandons the Project in whole or in part, or the Project is not Substantially Completed by the Program Completion Date;
- (c) the Recipient makes a materially false or misleading statement concerning support by the Minister in any internal and/or public communication, other than in good faith;
- (d) the Recipient becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute, from time to time in force, relating to bankrupt or insolvent debtors;
- (e) an order is made or the Recipient has passed a resolution for the winding up or liquidation of the Recipient, or the Recipient is dissolved;
- (f) the Recipient has, in the opinion of the Minister, ceased to carry on business or has sold all or substantially all of its assets;
- (g) the Project is carried out at locations, other than those mentioned in Annex 1 - Statement of Work;
- (h) the Recipient has submitted false or misleading information, or has made a false or misleading representation to the Agency, the Minister, in this Agreement or in its application for the Contribution;
- (i) the Recipient has not, in the opinion of the Minister, met or satisfied a term or condition of this Agreement;
- (j) the Recipient has not met or satisfied a term or condition under any other contribution agreement or agreement of any kind with Her Majesty;
- (k) the Recipient is not eligible or is otherwise not entitled to the Contribution; or,
- (l) the Recipient has not complied with the monitoring, audit and evaluation requirements, specified in this Agreement.

12.2 **Notice and Rectification Period.** Except in the case of default under Subsection 12.1 (d), (e) and (f), the Minister will not declare that an Event of Default has occurred unless he has given prior written notice to the Recipient of the occurrence, which in the Minister's opinion constitutes an Event of Default. The Recipient shall, within such period of time as the Minister may specify in the notice, either correct the condition or event or demonstrate, to the satisfaction of the Minister, that it has taken such steps as are necessary to correct the condition, failing which the Minister

may declare that an Event of Default has occurred.

12.3 **Remedies.** If the Minister declares that an Event of Default has occurred, the Minister may immediately exercise any one or more of the following remedies, in addition to any remedy available at law:

- (a) terminate the Agreement, including any obligation by the Minister to make any payment under this Agreement, including any obligation to pay an amount owing prior to such termination;
- (b) suspend any obligation by the Minister to make any payment under this Agreement, including any obligation to pay an amount owing prior to such suspension; and
- (c) require the Recipient to repay forthwith to Her Majesty all or part of the Contribution, and that amount is a debt due to Her Majesty and may be recovered as such.

12.4 The Recipient acknowledges the policy objectives served by the Minister’s agreement to make the Contribution, that the Contribution comes from the public monies, and that the amount of damages sustained by Her Majesty in an Event of Default is difficult to ascertain and therefore, that it is fair and reasonable that the Minister be entitled to exercise any or all of the remedies, provided for in this Agreement and to do so in the manner provided for in this Agreement, if an Event of Default occurs.

13. Project Assets

13.1 The Recipient shall retain title to, and ownership of any assets, the cost of which has been contributed to by the Minister under this Agreement and shall not sell, assign, transfer, encumber, pledge, grant a security interest or otherwise dispose of same, for a minimum of six (6) years after the expiry or termination of this Agreement without the prior written consent of the Minister. As a condition of such consent, the Minister may require the Recipient to repay Her Majesty the whole or any part of the Contribution paid to the Recipient hereunder in the following proportions:

Where the Project asset is sold, assigned transferred, encumbered, pledged, leased, or disposed of:	Repayment of Contribution (in current dollars)
Within 2 Years after Substantial Completion	100%
Between 2 and 6 Years after Substantial Completion	55%
6 Years after Substantial Completion	0%

13.2 At any time during the six (6) years following the date the Project is Substantially Completed, the Recipient agrees to notify the Minister in writing of any transaction triggering the above-mentioned repayments, at least ninety (90) days in advance.

14. Miscellaneous

14.1 The Recipient represents and warrants that no member of the House of Commons or Senate of Canada shall be admitted to any share or part of this Agreement or to any benefit arising from it, that is not otherwise available to the general public.

14.2 The Recipient confirms that no current or former public servant or public office holder, to whom the *Values and Ethics Code for the Public Service*, the *Values and Ethics Code for the Public Sector*, the *Policy on Conflict of Interest and Post-Employment* or the *Conflict of Interest Act* applies, shall derive direct benefit from the Agreement, including any employment, payments or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation. Where the Recipient employs or has a major shareholder, who is either a current or former (in the last twelve (12) months) public office holder or public servant in the federal government, the Recipient shall demonstrate compliance with these codes and the legislation.

14.3 The Recipient represents and warrants that:

- (a) it has not paid, nor agreed to pay to any person, either directly or indirectly, a commission, fee or other consideration that is contingent upon the execution of this Agreement, or upon the person arranging a meeting with a public office holder;
- (b) it will not pay, nor agree to pay to any person, either directly or indirectly, any commission, fee or other consideration that is contingent upon the person arranging a meeting with a public office holder;
- (c) it is and any persons who are or have been engaged by the Recipient to communicate or arrange meetings with public office holders, regarding the Project or this Agreement, are in full compliance with all requirements of the *Lobbying Act*; and
- (d) any persons who may be engaged by the Recipient to communicate or arrange meetings with public office holders, regarding the Project or this Agreement, will at all times be in full compliance with the requirements of the *Lobbying Act*.

14.4 The Recipient acknowledges that the representations and warranties in this section are fundamental terms of this Agreement. In the event of breach of these, the Minister may exercise the remedies provided under Subsection 12.3.

15. General

- 15.1 **Debt due to Canada.** Any amount owed to Her Majesty under this Agreement shall constitute a debt due to Her Majesty and shall be recoverable as such. Unless otherwise specified herein, the Recipient agrees to make payment of any such debt forthwith on demand.
- 15.2 **Interest.** Debts due to Her Majesty will accrue interest in accordance with the *Interest and Administrative Charges Regulations*, in effect on the due date, compounded monthly on overdue balances payable, from the date on which the payment is due, until payment in full is received by Her Majesty. Any such amount is a debt due to Her Majesty and is recoverable as such.
- 15.3 **Set-Off.** Without limiting the scope of set-off rights provided in the *Financial Administration Act*, the Minister may set off against the Contribution, any amounts owed by the Recipient to Her Majesty under legislation or contribution agreements and the Recipient shall declare to the Minister all amounts outstanding in that regard, when making any claim under this Agreement.
- 15.4 **No Assignment of Agreement.** Neither this Agreement nor any part thereof shall be assigned by the Recipient, without the prior written consent of the Minister.
- 15.5 **Annual Appropriation.** Payment by the Minister of amounts due under this Agreement shall be conditional on there being a legislated appropriation for the Fiscal Year in which the payment is to be made. The Minister shall have the right to terminate or reduce the Contribution, in the event that the amount of the appropriation is reduced or denied by Parliament. In the event that any portion of the Contribution has been paid to the Recipient and the legislated appropriation for the Fiscal Year in which such payment is made is not obtained, the Minister shall have the right to recover the amount so paid from the Recipient.
- 15.6 **Successors and Assigns.** This Agreement is binding upon the Recipient, its successors and permitted assigns.
- 15.7 **Confidentiality.** Subject to the *Access to Information Act (Canada)*, the *Privacy Act*, the *Library and Archives Act of Canada* and Annex 4 – Federal Visibility Requirements, the Parties shall keep confidential and shall not disclose the contents of this Agreement or the transactions contemplated hereby, without the consent of all Parties.
- 15.8 **Governing Law.** This Agreement shall be subject to and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

- 15.9 **Dispute Resolution.** If a dispute arises concerning the application or interpretation of this Agreement, the Parties shall attempt to resolve the matter through good faith negotiation, and may, if necessary and the Parties consent in writing, resolve the matter through mediation or by arbitration, by a mutually acceptable mediator or arbitrator in accordance with the Commercial Arbitration Code set out in the schedule to the *Commercial Arbitration Act* (Canada), and all regulations made pursuant to that Act.
- 15.10 **No Amendment.** No amendment to this Agreement shall be effective unless it is made in writing and signed by the Parties hereto.
- 15.11 **No Agency.** No provision of this Agreement or action by the Parties will establish or be deemed to establish any partnership, joint venture, principal-agent or employer-employee relationship in any way, or for any purpose, between Her Majesty and the Recipient, or between Her Majesty and a third party. The Recipient is not in any way authorized to make a promise, agreement or contract and to incur any liability on behalf of Her Majesty, nor shall the Recipient make a promise, agreement or contract and incur any liability on behalf of Her Majesty, and shall be solely responsible for any and all payments and deductions, required by the applicable laws.
- 15.12 **No Waiver.** Any tolerance or indulgence demonstrated by one Party to the other, or any partial or limited exercise of rights conferred on a Party, shall not constitute a waiver of rights, and unless expressly waived in writing, the Parties shall be entitled to exercise any right and to seek any remedy, available under this Agreement or otherwise at law. Either Party may, by notice in writing, waive any of its rights under this Agreement.
- 15.13 **Public Dissemination.** All reports and other information that the Minister collects, manages or has a right to receive or produce in accordance with this Agreement, or that the Recipient collects, creates, manages and shares with the Minister, shall be deemed to be “Canada Information”. The Minister shall have the right, subject to the provisions of the *Access to Information Act*, to release to the public, table before Parliament, or publish by any means, any Canada Information, including such excerpts or summaries of the Canada Information as he may, from time to time, decide to make.
- 15.14 **No conflict of interest.** The Recipient and its consultants and any of their respective advisors, partners, directors, officers, shareholders, employees, agents and volunteers shall not engage in any activity where such activity creates a real, apparent or potential conflict of interest in the sole opinion of the Minister, with the carrying out of the Project. For greater certainty, and without limiting the generality of the foregoing, a conflict of interest includes a situation where anyone associated with the Recipient owns or has an interest in an organization that is carrying out work related to the Project.

15.15 **Disclose potential conflict of interest.** The Recipient shall disclose to the Minister without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.

15.16 **Severability.** If for any reason a provision of this Agreement that is not a fundamental term of the agreement between the Parties is found to be or becomes invalid or unenforceable, whether in whole or in part, such provision or part thereof declared invalid or unenforceable shall be deemed to be severable and shall be deleted from this Agreement and all remaining terms and conditions of this Agreement will continue to be valid and enforceable.

16. Notice

16.1 Any notice, information or document required under this Agreement shall be effectively given, if delivered or sent by letter or facsimile (postage or other charges prepaid). Any notice that is delivered shall be deemed to have been received on delivery; any notice sent by facsimile shall be deemed to have been received one (1) working day after being sent, any notice that is mailed shall be deemed to have been received eight (8) calendar days after being mailed.

16.2 Any notice or correspondence to the Minister shall be addressed to:

Federal Economic Development Agency for Southern Ontario
101-139 Northfield Drive West
Waterloo, ON N2L 5A6
Attention: Canada 150 Community Infrastructure Program

or to such other address, as is designated by the Agency in writing.

16.3 Any notice or correspondence to the Recipient shall be addressed to:

The Corporation of the Town of Tillsonburg
209 Broadway St, 2nd Floor
Tillsonburg ON N4G 5A7
Attention: Chief Administrative Officer

16.4 Each of the Parties may change the address, which they have stipulated in this Agreement by notifying in writing the other party of the new address, and such change shall be deemed to take effect fifteen (15) calendar days after receipt of such notice.

17. Special Conditions

17.1 As a condition precedent to initial disbursement:

- (a) The Recipient agrees to provide the Minister an officer's certificate executed by an officer of the Recipient in the form prescribed by the Minister which includes certified copies of the Recipient's constating documents, by-laws and the resolution authorising the entering into of this Agreement; and,
- (b) the Recipient shall arrange pre-authorized payments or such other method of payment, as requested in writing by the Minister

17.2 **Renewal of Representations.** It is a condition precedent to any disbursement under this Agreement that the representations and warranties contained in this Agreement are true at the time of payment and that the Recipient is not in default of compliance with any terms of this Agreement.


18. Acceptance

The Recipient agrees that unless the Minister receives a duly executed duplicate copy of this Agreement within thirty (30) calendar days of the date of execution by the Minister, this Agreement is revocable at the discretion of the Minister.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement through authorized representatives.

Project No.: **810431**

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

Per: 

Date: 20/01/2017

Federal Economic Development Agency
for Southern Ontario

RECIPIENT

Per: _____
Name:
Title:

Date: _____

I have authority to bind the Recipient.

Per: _____
Name:
Title:

Date: _____

I have authority to bind the Recipient.

Annex 1

CANADA 150 COMMUNITY INFRASTRUCTURE PROGRAM

STATEMENT OF WORK

Recipient: The Corporation of the Town of Tillsonburg
 Project Title: Improvement of Memorial Park and Tillsonburg Fairgrounds
 Project Location: 48 Sanders Street
 Tillsonburg ON N4G 1H6

PROJECT DESCRIPTION:

The project will implement improvement plan for revitalization of Memorial Park and Tillsonburg Fairgrounds including, but not limited to:

- Installation of Celebration Plaza
- Upgrades to Trans-Canada Trail and pedestrian connections
- Creation of a formal gateway including Confederation Rose Garden
- Improvement of hardball diamond
- Naturalization of pathway corridors with native species.

Estimated date of commencement: September 06, 2016

Estimated date of Substantial Completion: December 31, 2017

FEDDEV ONTARIO CONTRIBUTION BY FISCAL YEAR

2016/2017	2017/2018	Total
\$0	\$128,300	\$128,300

PROJECT COSTS AND FINANCING:

CAPITAL		
Eligible Costs		
Costs	Amount	
Planning/Design/ Engineering	\$15,500	
Repair/Construction	\$314,500	
Project Management	\$20,000	
Contingency	\$35,000	
Total Eligible Costs (TEC)	\$385,000	
Financing	Amount	% TEC
FedDev Ontario Contribution	\$128,300	33.3%
Other Federal Contribution	\$0	0%
Recipient Contribution	\$256,700	66.7%
Other (specify source)	\$0	0%
Sub-Total Financing TEC	\$385,000	100.0%
Ineligible Components		

STACKING LIMITS	
STACKING – CAPITAL	
Total Eligible Costs	\$385,000
Total Government Contributions (Federal, Provincial, and Municipal)	\$385,000
Estimated Investment Tax Credits	\$0
Contribution subject to Stacking %	\$385,000
Stacking %	100%
Total Government Stacking Limit	100%

Please Note:

- 1) **Eligible Costs include the amount of the harmonized sales tax (HST), net of any refund or eligible credits due from the Canada Revenue Agency.**
- 2) **The list of ineligible components shown is not exhaustive. For more information on ineligible costs, see Annex 2.**
- 3) **The Recipient shall not redirect funding between cost categories without prior written consent of the Minister.**
- 4) **Incremental costs (i.e. employees and/or materials and/or equipment) have been approved up to the following maximum amounts, which are included in the Total Eligible Costs indicated above:**

Employees: \$0
Materials: \$0
Equipment: \$0

Annex 2

CANADA 150 COMMUNITY INFRASTRUCTURE PROGRAM

COSTING GUIDELINE MEMORANDUM

1.0 General Conditions

1.1 Costs are Eligible Costs for the purposes of this Agreement only if they are, in the opinion of the Minister,

- (a) directly related to the intent of the Project,
- (b) reasonable,
- (c) appear in Annex 1 - Statement of Work,
- (d) incurred in respect of activities, which are incremental to the usual activities of the Recipient, and
- (e) constitute Eligible Costs as defined in Section 2.0 of this Annex.

1.2 Costs submitted for reimbursement must be net of any refund or eligible tax credits (including HST). In order to have the HST approved as an Eligible Cost, the Recipient will be required to provide documentation verifying the organization's status under the relevant tax legislation.

2.0 Eligible Costs

Eligible Costs may only include the following:

- (a) project costs incurred between the Eligibility Date and the Program Completion Date;
- (b) fees paid to professionals, technical personnel, consultants and contractors specifically engaged for the purpose of the Project;
- (c) costs of environmental assessments, mitigation measures, monitoring, and follow-up programs as required by the *Canadian Environmental Assessment Act, 2012* or equivalent legislation;
- (d) costs of any public announcement and official ceremony, or of any temporary or permanent signage as further described in Subsection 2.2 below;

- (e) other costs that are considered to be direct and necessary for the successful implementation of the Project and that have been approved in advance, and in writing, by the Minister; and
- (f) for municipal, regional and Aboriginal Governments, incremental costs listed in Subsection 2.1 below.

2.1 Employee, Material and Equipment costs

While these costs are not normally eligible for reimbursement, the incremental costs of the Recipient's employees, materials or equipment may be included in its Eligible Costs under the following conditions:

- (a) the Recipient is a municipal, regional or an Aboriginal Government; and
- (b) the Recipient satisfies the Minister that it is not economically feasible to tender a contract; and
- (c) employees, material or equipment are employed directly in respect of the work that would have been the subject of the contract; and
- (d) costs are approved in advance and in writing by the Minister, and are included in Annex 1 – Statement of Work.

2.2 Communications

- (a) For the purposes of events, Eligible Costs include the following:
 - Printing and mailing invitations;
 - Light refreshments, such as coffee, tea, juice, donuts, muffins, snacks;
 - Project material for display and/or media kit;
 - Signage; and
 - Rentals such as: flagpoles, stage, chairs, podium, PA system.
- (b) For the purposes of Project signage, Eligible Costs include reasonable costs incurred to produce signage.

3.0 **Ineligible Costs**

Costs related to the following items are ineligible costs:

- (a) Project Costs incurred before the Eligibility Date and after the Program Completion Date;

- (b) services or works that, in the opinion of the Minister, are normally provided by the Recipient or a related party;
- (c) salaries and other employment benefits of any employees of the Recipient except as indicated in Subsection 2.1 above;
- (d) the Recipient's overhead costs, its direct or indirect operating or administrative costs, and more specifically, its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff;
- (e) cost of feasibility and planning studies;
- (f) taxes for which the Recipient is eligible for a tax rebate and all other costs eligible for rebates;
- (g) any loan interest or other finance charges;
- (h) cost of land or any interest therein (including easements), and related costs;
- (i) legal fees;
- (j) cost of leasing of equipment by the recipient except for as indicated in Subsection 2.1 above;
- (k) temporary installations;
- (l) moveable equipment, including but not limited to motorized vehicles, furniture, computers, art work and sports equipment;
- (m) the value of any goods and services which are received through donations or in-kind;
- (n) costs for food and entertainment except as indicated in Subsection 2.2 above;
- (o) routine maintenance costs; and
- (p) for the purposes of communications events, Ineligible Costs include the following: alcoholic beverages, china, waiters, guest mileage or transportation, wine glasses, lamps, tea wagons, plants, gifts, and honorariums.

Annex 3**CANADA 150 COMMUNITY INFRASTRUCTURE PROGRAM****REPORTING REQUIREMENTS**


1. **Semi-annual Progress Reports.** The Recipient shall submit, at a minimum, semi-annual progress reports until Project completion, substantially in the form prescribed by the Minister and satisfactory to the Minister in scope and detail, in order to allow the Minister to assess the progress of the Project. The progress report will detail progress on the implementation of the Project, and amounts received through this Agreement, amounts expended on projects, and an overall update on the Project status. These reports are due April 15th and October 15th covering the six month periods ending March 31st and September 30th respectively.
2. **Final Reporting Requirements.** In accordance with Subsection 6.4, the Recipient shall submit to the Minister a Final Report on the Project, substantially in the form prescribed by the Minister and satisfactory to the Minister in scope and detail, in order to allow the Minister to assess the outcome of the Project.
3. **Recognition of Funding.** In order to acknowledge the Government of Canada's support for the Project, the Recipient shall submit photograph(s) of the required signage as required by the Minister.

Annex 4**CANADA 150 COMMUNITY INFRASTRUCTURE PROGRAM****FEDERAL VISIBILITY REQUIREMENTS**

1. The Recipient agrees that its name, the amount of the Contribution and a description of the general nature of the activities supported under this Agreement may be made publicly available by the Minister.
2. In order to promote the support received from the Minister, and to raise awareness of the Canada 150 Community Infrastructure Program, the Recipient agrees to the following requirements, at the request of the Agency:
 - (a) Participate in and assist with coordination of a public announcement of the Agreement by the Minister in the form of an event and/or news release as provided by the Minister. The Recipient shall maintain the confidentiality of this Agreement until such public announcement;
 - (b) Coordinate a mutually agreeable venue, date and time, in light of the availability of the Minister, for public/media events outlining Project achievements, such as groundbreaking or completion ceremonies, or initiatives undertaken by the Recipient and acknowledging the role of the Minister on these occasions. Unless otherwise agreed to in advance by the Minister, no event will take place without at least fifteen (15) business days' notice to the Minister;
 - (c) Participate in, coordinate and accommodate activities that showcase the results or expected results of the Minister's support, including but not limited to public showcase events, site visits, photo opportunities, production of promotional products (including but not limited to, photos and images, video, print and new media). This includes providing access to the Recipient's work site(s) to the Agency staff. The Recipient agrees that the Minister may contact it for the purposes of preparing project success stories;
 - (d) When providing information on the products and services funded in whole or in part by this Agreement, specify that the financial assistance is made possible through a contribution from the Minister;
 - (e) Prominently display in a manner prescribed by the Minister, promotional material or signage according to a design specified by the Minister and produced and installed at the Recipient's expense, communicating the nature of the funded activities and/or the involvement of the Minister; and
 - (f) Include acknowledgement, in a manner prescribed by the Minister, in all publications and advertising describing or promoting the products and services

funded in whole or in part by this Agreement, including, but not limited to, electronic media (web, television, video), and print media (signs, print advertising, brochures, magazines, maps, posters). The Recipient will consult with the Minister in preparing the content and look of all such material, which must be approved in advance. The Recipient will provide the Agency with no less than ten (10) business days for the approval of all materials prior to its release.

The Minister may, by notice in writing given to the Recipient, require that recognition of the support provided by the Minister not be made in any public communication of the Recipient.

	Report Title	Oct-Dec 2016 RCP Departmental Activity Reports
	Report No.	RCP 17-16
	Author	Rick Cox, Director of Recreation, Culture & Parks
	Meeting Type	Council Meeting
	Council Date	February 13, 2017
	Attachments	<ul style="list-style-type: none"> • Oct-Dec 2016 Activity - Recreation Programs & Services • Oct-Dec 2016 Activity – Culture & Heritage • Oct-Dec 2016 Activity – Parks & Facilities

RECOMMENDATION

THAT Council receive Report RCP 17-16 – Oct-Dec 2016 RCP Departmental Activity Reports for information.

EXECUTIVE SUMMARY

Attached are activity reports from the Recreation Programs & Services Division, the Culture & Heritage Division and from the Parks & Facilities Division. These updates are provided for Council’s information.

CONSULTATION/COMMUNICATION


N/A

FINANCIAL IMPACT/FUNDING SOURCE

N/A

COMMUNITY STRATEGIC PLAN (CSP) IMPACT

Goal 1.2 of the CSP speaks of the need for Communication & Collaboration. By providing regular activity updates to Council, the Department is contributing to achieving this Goal.

	Report Title	Oct – Dec 2016 Activity – Recreation Programs & Services
	Report No.	RCP 17-16
	Author	Janet McCurdy, Recreation Programs & Services Manager
	Meeting Type	Council Meeting
	Council Date	February 13, 2017
	Attachments	

BUSINESS SERVICES TEAM

The Business Services Team is responsible for:

- administration;
- customer service & reception;
- advertising, merchandise & vending sales;
- marketing;
- program registration; and
- Facilities bookings & rentals.

ADMINISTRATION

The F.A.R.E. (Fee Assisted Recreational Experiences) has successfully approved 37 families and providing funding that totaled \$8,561.63. Families participated in yoga classes, health club visits, swimming lessons, junior karate, aqua rehab and cycling. Of the children who participated in swimming lessons, 62.5% were successful in passing onto the next level.

With the announcement of a December 2017 end of life for the current recreation software, Class 8.0 software, staff have been researching and visiting municipalities who have moved to different providers or signed on with Active Net. An Expression of Interest went out in September 2016 and closed October 13, 2016. There were 7 interested bids. The challenge now is with establishing time lines, key staff training and full implementation while still providing on-going recreational service.

PROGRAMS & FACILITIES

2016-2017 Arena season is well underway. Leagues are adjusting to the new schedule containing a few minor changes.

TMHI hosted both the Rep (October) & A/E (November) tournaments as well as the Midget LL (December) tournament- all were well attended with teams from all over the province.

Tillsonburg hosted the John McKay Skating Competition in November. This is the 9th annual event held in Tillsonburg. This competition uses the both arenas as well as the Marwood Lounge and Lion's Den. Skaters come from all over the province to attend this competition.

With both arenas up and running, there were some growing pains with dressing room #4 and the Junior A team. During the summer months and with only one ice surface, the Jr A team had exclusive use of dressing room #4. As the season has started, the room goes back into rotation and is required by all ice users.

Facility rentals were lower than in past years. Rental fee structure has changed and some contracts are now hourly rentals. Wedding reception rentals were down however Buck & Does were up. This year the swim meet did not use the Rotary Room and the Weight Watchers rental was on the new hourly fee structure.

SALES & SERVICES

Total revenue from guide - winter issue: \$3,054.00. We were able to retain almost 50% of the fence advertisers in the new location on Kiwanis diamond.

All Memorial rink boards and back lit signs cancelled by previous advertiser have been filled.

The special event documents for 2015 and 2016 have been transferred to Laserfiche, as well as 2016 ball contracts.

LOOKING AHEAD TO THE NEXT QUARTER

Administration

A marketing strategy for facility rentals at the Community Centre will be developed early 2017. This will be strongly implemented in the first quarter to increase revenues in halls and meeting rooms. The goal is to attain a booking that consistently books the facilities on a weekly or monthly basis, similar to the Weight Watchers & Blood Donor Clinics bookings.

Programs & Facilities

2017 Spring & Summer Arena requests as well as Diamond requests will be sent out.

Arena special events including Tillsonburg Minor Hockey Local League tournament, Hockey Mom's Tyke Tournament, Oldtimers Tournament, Max Partlo Tournament, Free public skates for both PA Days (Kinette Club) and March Break (Lion's Club), Family Day and Tillsonburg Figure Skating Club Year End Showcase.

Sales & Services

The Guide's fresh look will be presented to past and potential advertisers to maximize advertising revenue.

There is considerable interest in advertising outside – since the fence location has been moved and digital signage will not be used for advertising we need to investigate other advertising opportunities.

The town/community centre store to start taking shape in January with new location in the former SWA office as physical 'store' with potential to bring more selection and increase in revenue.

More physical and digital documents will be moved to Laserfiche starting in January.

AQUATICS TEAM

The Aquatics Team is responsible for:

- swimming instruction;
- indoor pool lifeguards;
- waterpark lifeguards;
- aquafit programming;
- drowning prevention outreach programming;
- lifeguard competition and synchronized swimming teams.

2016 EXCEEDED REVENUE GOALS

The Aquatics Department has seen an increase in several areas for the 4th Quarter. Memberships are up by \$9850.00 from last year at this time and youth programs finished the year exceeding the budget by \$18,350.00. Admissions exceeded budget expectations by \$1185 and adult program area exceeded the budget by \$2118.

The aquatics department had an extremely busy year with close to 3000 participants a month.

Local Government Week October 18

Staff organized a fun interactive experience for over 100 Grade 5 students in our community. The program planning activity led students through a series of questions that assisted them in the planning of a recreational activity they would like to see offered at the Community Centre that is not currently available. One of these activities will be selected and launched in the Spring/Summer brochure and highlight the students who designed it.

Aqua Cycling has arrived!

The new Tidal Wave bikes arrived in November and ten of the Aquatics staff successfully completed the AQX Aqua Cycling Instructors Course.

Classes were offered for the public in December. The classes were well attended by new participants to the facility and the bikes were well received.

Three private viewings were provided for the Physiotherapists from the Hospital, North Street Physiotherapy and Back In Motion. These private viewings were done as a thank you for their written letters of support for the Ontario Sport and Recreation Communities Fund Grant. The feedback from the physiotherapists was overwhelmingly positive and creative in their visionary uses of the equipment. This partnership will definitely be helpful in the future programming of this new program.

Training Completed

During the fourth quarter staff completed a webinar for Inclusion and Access to Recreation on October 25th and November 1st – 4th staff attended the Parks and Recreation Aquatics Conference which was partially funded by the Lifesaving Society in exchange for leading a session at the conference.

South Western Aquatics Team Dissolved

Since 1973 the Indoor Pool has been the home for a Community Swim Team. Unfortunately an era has ended and the club folded due to financial restrictions November 16, 2016. 2015 revenue from SWA totalled \$14,825. The other area that will be affected is programming for advanced young swimmers. The Swim Team was the avenue for swimmers who were looking for a competitive experience and choosing swimming as their sport. A concentrated effort to fill this gap with the Lifesaving Sport and Junior Lifeguard club programs is underway.

Part Time Wages Exceeded 2016 Budget

A wage increase, increased registration, and the part time student staff shortage are all contributing factors to the increase in part time wages for 2016. Provincial guidelines for Swimming Lessons outlines the ratio of qualified swimming instructors to the number of students for each level provided. The Board of Health also outlines the number of lifeguards needed when supervising the safety of swimmers. In order to meet the demands of registrations and bather loads staff hours were increased to stay in compliance with these regulations.

The other major staffing change this year was the increase of staff assigned to water fitness classes. The participants of this program are generally over the age of 65 with a multitude of health considerations. Class size has increased to the point where a Lifeguard is needed to supervise the program and ensure everyone is safe during their workout.

The permanent adult part time employees were also utilized for additional hours to fill in the gaps in staffing. Student staffing in September was at an all-time low and to assist with the staff shortage an additional permanent Adult Part Time employee was hired.

The budget for 2017 is a true reflection of the current staffing needs in the Aquatics Department and a concentrated effort to cut back on staffing costs.

LOOKING AHEAD TO THE NEXT QUARTER

Liquid Gym – Hydro Cycling

Additional marketing in and outside of the facility will be needed to build a consistent loyal customer base. In the next quarter staff will touch base with our partners and ensure they are planning to utilize the bikes for their physiotherapy needs and how staff can assist them in meeting their goals. Program evaluations will need to be completed and documented to meet grant requirements for reporting.

Swim to Survive

The Swim to Survive program will be starting in the next month and bookings are in progress. A new school booking has been received from Aylmer which will put this valuable water smart program up to 12 schools in total. Close to 500 Grade 3 children will be provided essential life skills just in time for summer. Non swimmers who do not complete the Swim to Survive standard will be encouraged to register for swimming lessons.

Preparations for Spring/Summer

Interviews for summer employment will need to be completed in the next quarter to secure qualified staff. The programs for Indoor Pool spring and summer will be dependent on the 2017 budgeted Capital repairs. A finalized plan for programming to utilize one facility will need to be developed to try and meet the needs of a variety of customers who use our facility regularly.

PROGRAMS TEAM

The Programs Team is responsible for:

- dry-land fitness instruction;
- health club operations;
- adult co-ed sport league programming;
- youth sport programming; and
- summer camp programming.

The Adult Programs experienced an almost 50% increase in revenue in 2016 with \$16,100. This is about 20% increase over 2015 which was \$13,653.00. The Adult Programs success is largely due to the success of day time local Bus Trips. These included bus trips to Niagara-on-the-Lake, Dunfield Theatre Cambridge, Grand Theatre London and Sanderson Centre Brantford.

Our Youth Recreational programs also achieved noteworthy success in 2016 with \$65,100 in revenue surpassing 2015 by \$2,600. Our youth basketball program saw a 40% increase in the fall registration and Youth PA Day camp experienced a 71% increase in Fall registration over Winter/Spring 2016. All three PA Day camps successfully ran and provided youth with active and educational programming.

The Health Club Memberships finished the year with \$16,000 less in Memberships in 2016 than it did in 2015. In 2016 the Health Club received over 27,300 visits, which are more visits recorded than any other year in the last five years. The Health Club did away with the pay-as-you-go option in the fourth quarter and created the 5-passes to ensure all users of the Health Club are accounted for in our system for liability purposes. As a result, all previous pay as you go users now must swipe in for Fitness Centre access.


Fitness Classes are now registration only programming to eliminate any classes that do not meet a minimum revenue requirement to cover costs.

With the retirement of the Active Living Coordinator in September 2016 and unexpected illness of the Health Club Coordinator the need for part-time permanent support greatly increased in the fourth quarter. The two part-time permanent Recreation Facilitators typically worked 20-24+ hours per week to help ensure program quality was maintained during the fourth quarter.

Looking Ahead to the Next Quarter

Joining us in January 2017 will be the newly hired Active Living Coordinator. Mark Salt has several years of experience with the City of Mississauga. He is a certified Personal Trainer, has well rounded experience in both sports program delivery and youth summer camp.

The 1st quarter of 2017 will also include two bus trips. The Youth Bus Trip on February 5th will take 47 residents to Toronto Castle for the famous showing of Medieval Times and a delicious four-course meal. The Daytime Bus Trip on March 8th will take 55 residents to Niagara Falls for lunch and to see Oh Canada Eh? Productions of 'Country Superstars'.

	Report Title	Oct–Dec 2016 Activity Report - Culture & Heritage
	Report No.	17-16
	Author	Patricia Phelps, Culture & Heritage Manager/Curator
	Meeting Type	Council Meeting
	Council Date	February 13, 2017
	Attachments	

ACTIVITY REPORT October - December 2016

The fourth quarter of 2016 was another active quarter for the museum. All planned exhibits, events and programs were successfully completed with most filled to capacity.

Detailed planning for the museum’s 2017 calendar of exhibits and events began during this quarter. In particular time was spent on the museum’s major Canada 150 project – “Plein Air to Abstraction; The Hevenor Collection of Canadian Art.” This exhibit will celebrate the 150th Anniversary of Confederation with the first public showing of Dr. R. Hevenor’s private collection of Canadian Art. One hundred and fifty works from Canadian artist like Homer Watson and Group of Seven painter Frank Johnston will be on display in the Pratt Gallery from May 26 to July 16. A glossy program of the exhibit will be produced for sale, along with postcards, mugs and posters. It was work on these promotional items that began during the quarter. Plans were also confirmed for several other special Canada 150 programs that the museum will be offering throughout 2017, as well as, the annual events the public has come to expect.

ATTENDANCE UPDATE

Attendance in Q4 saw an increase over the previous two years. The increase can be directly attributed to the five motor coach tours that were booked during the Christmas season. The motor coach trade tends to be cyclical in nature with companies touring a designated area for a number of years before moving on to another area. It is hoped that the booked tours during the fourth quarter signals a return to our area of this trade. If this is the case, the museum should see a number of motor coach bookings over the next couple of years. Year to date total attendance is higher than in 2014, but as was expected did not match 2015 when the Shunpiker Tour brought almost 2,000 people through the Museum on one day in May.

	2014					2015					2016				
	Q1	Q2	Q3	Q4	YTD	Q1	Q2	Q3	Q4	YTD	Q1	Q2	Q3	Q4	YTD
Admissions	264	554	621	614	2053	362	408	497	695	1962	279	561	509	871	2220
Programs	38	-	503	906	1447	27	-	245	584	856	10	41	507	535	1093
Events	133	1469	2108	500	4210	218	2874	2322	483	5897	343	933	2523	468	4267
Tourism & Historical Information Services	264	431	593	213	1501	383	418	417	296	1514	293	384	402	264	1343
Members & Volunteers	299	360	363	640	1662	401	547	445	603	1996	480	581	424	638	2123
Room Rental Visitors	324	246	106	164	840	592	444	228	287	1551	418	320	109	301	1148
QUARTERLY TOTAL	1322	3060	4294	3037	11767	1983	4691	4154	2948	13776	1823	2820	4474	3077	12194

2016 BUSINESS PLAN

During the fourth quarter the last two exhibits in the Pratt Gallery were realized. **“Patriotism & Production – a look at Oxford County during World War I”** was part of the continuing Oxford Remembers – Oxford’s Own WWI commemorative project. The exhibit, which looked at the war effort on the home front, included several images and artifacts from the museum’s permanent collection. These items were loaned to the Woodstock Museum for the duration of this travelling exhibit. The exhibit travelled throughout the county and was hosted at museums in Woodstock, Ingersoll, Tillsonburg, Norwich and Princeton. The last exhibit of the year **“A Quilted Christmas”** showcased twenty-five quilts. Ranging in date from 1859 to 1987 the quilts on display represented only a fraction of the museum’s outstanding permanent quilt and coverlet collection. Visitation during this exhibit was up over previous years as amateur and Master Quilters from all over took the opportunity to view this historic collection, which for conservation/preservation purposes, is not often displayed.

Both adult and student programming was offered during the quarter in conjunction with the exhibits in the Pratt Gallery. The adult program **“Pack Up Your Troubles – Lunch & Lean”** was offered in October. This program consisted of a catered lunch followed by a lecture from the Culture & Heritage Manager/Curator. The lecture focused on the war efforts in Tillsonburg during 1916. The program was advertised on the TCIA monitors throughout the county which resulted in patrons from Ingersoll and Norwich participating for the first time in a program at the museum. The program was filled to capacity. A special education program for the **“Quilted Christmas”** exhibit was developed for school classes from junior kindergarten to grade 8. The program was offered to area schools with classes from Annandale Public School and St. Joseph’s Catholic School participating. A total of 24 classes took advantage of the program during the month of December.

Also during this quarter the museum hosted a **book launch for the Loyalist Legacy** the third and final book in local author Elaine Cougler’s Loyalist trilogy. Mrs. Cougler, a retired Glendale High school teacher, did a reading from the book and signed copies that were available for purchase. The museum received a small commission on each sale.

The annual decorating of Annandale House to create **“Christmas at Annandale”** was completed during the quarter by over 40 community volunteers.

The Collection & Exhibit Specialist continued to work on both the backlog of cataloging and the accessioning of new items into the permanent collection. In the fourth quarter 8 new donations were accepted and processed. These donations consisted of 31 items ranging from photographs and documents to textiles and medicine bottles. In total 33 separate donors made donations to the museum in 2016 adding 177 objects of historical and cultural importance to Tillsonburg to the permanent collection. Of special note within these donations were items received from Mrs. Andrea Harley. Mrs. Harley has given a substantial collection of items once belonging to her late husband Mr. Hank Harley, former Police Chief for the Town of Tillsonburg. This collection showcases the history of Tillsonburg’s Police Force which had existed before the town’s current contract with the Ontario Provincial Police. Prior to this donation the museum’s collection had only the basic history of the force; with the addition of uniforms, photographs and other memorabilia the museum now has the ability to better interpret this part of Tillsonburg’s rich history.


The museum also accepted the records and memorabilia of the Tillsonburg Kiwanis Club into the collection. Formed in Tillsonburg in July 1955 the Club disbanded at the end of September 2016 due to lack of membership. The donation includes the original Club Charter, as well as, other documents, flags, banners, ceremonial items and photographs. The inclusion of this history into the permanent collection ensures that the work that the Kiwanis Club of Tillsonburg accomplished during their 61 year history within our community will not be forgotten.

Volunteers, under the direction of the Collection & Exhibit Specialist, continue to add collection records to the museum’s computer data base and to scan the museum’s photographic collection into

digital formats. This is an on-going project that will take several years to complete as the museum has written paper records on 18,000+ items in the collection which need to be added to the computerized system.

The Collection & Exhibit Specialist negotiated the transfer of the dining room suite of furniture from long-term loan to permanent donation during the quarter. Since 1994 the suite of furniture on display in the dining room of Annandale House has been on loan to Annandale NHS from Museum London. The practice of long-term loans is no longer considered "best practices" within the museum profession, hence the negotiation of the loan to transfer agreement by museum staff. The suite has now been added to the permanent collection and the threat of it suddenly being removed by Museum London no longer exists.

The part-time contract position of **Culture & Heritage Projects Coordinator** was successfully filled during the quarter. The Coordinator worked on the TCIA monitor project and planned workshops and projects to be hosted by TCIA in 2017. Continuation of this position is dependent on Council funding.

	Report Title	Oct - Dec 2016 Activity – Parks, Cemetery & Facilities
	Report No.	RCP 17-16
	Author	Corey Hill, Manager of Parks & Facilities
	Meeting Type	Council Meeting
	Council Date	February 13, 2017
	Attachments	

ACTIVITY REPORT (Oct - Dec 2016)

SPECIAL EVENTS

John McKay Figure Skating Competition - The John McKay Skating Competition took place in both the Memorial and Community Arenas. To prepare for this event stages had to be set up for the Judges areas and then removed when the competition was completed.

New Year's Eve – Facilities staff were tasked with many extra duties to prepare for and clean up from the New Year's Eve event.

Hockey Tournaments - There were multiple hockey tournaments at the Complex that required facilities staff to perform a variety of set-up tasks as well as clean up.

CAPITAL PROJECTS

Repairs on Carroll Trail –The Q3 construction tender were cancelled and an alternate design-build RFP is in development. Project postponed until 2017.

Columbarium #1 Replacement – Transfer of cremains was successfully completed and concrete work was postponed until 2017.

Oak Park Playground – Multiple oak and tulip trees were planted onsite.

Pumptrack – Installation was completed and pumptrack opened for public use. Track safety guidelines & donor recognition signage postponed until 2017.

Museum HVAC Replacement – HVAC unit supply and install of the project was awarded to CIMCO and the zone control work was awarded to T.A.Thomson. Work to be completed in 2017 Q1.

Memorial Park – A new basketball net (including backboard and pole) was installed within Memorial Park by the gazebo.

FACILITIES TEAM ACHIEVEMENTS

Facility Events – Multiple events/meetings set-ups and clean-ups

GMHL Tillsonburg Hurricanes – The inaugural year of the GMHL's Tillsonburg Hurricanes hockey team. Facilities staff took on extra rink preparations and coordination for regular Wednesday afternoon and Friday evening games plus daily practices.

Elliot Fairbairn Roof Repairs – Facilities staff oversaw outstanding warranty work to completion.

Community Centre Roof Repairs – Minor roof repairs were completed by Facilities staff.

Community Centre Pool – Facilities staff conducted basic pool clean-up and applied additional anti-slip material to deck over holiday closure.

Facility Condition Assessments – Facility Condition Assessments for CSC, Public Works, Cemetery Operations and Annandale NHS were prepared by outside consultants for incorporation into the Town’s Asset Management Plan.

PARKS & CEMETERY ACHIEVEMENTS

Irrigation Winterized - The irrigation systems at the Kiwanis & hardball diamonds, Oxford & Broadway parkette, the OPP station, CSC, Cemetery, Museum & Works Dept were all shutdown and winterized.

Grasscutting – The contract for grasscutting ended and Parks staff had to continue cutting grass well into October due to the mild temperatures.

Trails - The final grade and inspections of the Tillsonburg Trails was completed.

Memorial Trees - The fall memorial trees plantings were completed. These plantings occurred in Memorial Park, Participark & by Gibson House.

Fall Clean-Up – Town parks were cleaned up/leaves mulched in preparation for winter months.

BIA Benches - The BIA benches were removed from the downtown and taken to storage for the winter.

Tree Removals - Parks staff oversaw the continued removal of multiple trees throughout Q4.

Trottier Woodlot Clean-up – Parks staff completed the fuel wood clean-up and removal from the woodlot harvest that occurred in Q2.

Toboggan Hill - The toboggan hill was setup complete with ropes, signs and straw bales.

Winter Wreath Campaign – The Cemetery team oversaw the winter wreath campaign realizing an increase in sales from 2015.

Facility Condition Assessments – Facility Condition Assessments for nine Ball Diamonds were prepared by outside consultants for incorporation into the Town’s Asset Management Plan.

Looking ahead to 2017 Q1

- Carroll Trail Repairs to be re-tendered as design/build, awarded & completed
- Columbarium #1 concrete work to be designed, quoted and awarded
- Museum HVAC & zone controls to be completed
- Continuing to remove snow and salt facility parking lots as needed
- Define scope of work, tender and award Complex Pool tile deck replacement
- Define scope of work, tender and award multiple Complex roofing projects
- Preparations for Spring Flower Campaign at the Cemetery
- Condition Assessments Define scope of work, tender and award facility and playground condition assessments
- Hire 1 x Facility Operator I
- Hire 2 x Facility Attendants



ACCESSIBILITY ADVISORY COMMITTEE

February 8, 2017

3:00 p.m.

Board Room

Customer Service Centre, Tillsonburg

AGENDA

Attendance: Peter Staley, Chair, Councillor Brian Stephenson, Mike Cerna, Robert Doerr, Michael Kadey, Margaret McCrimmon

Regrets: Scot Richardson

Staff: Tricia Smith, Deputy Clerk, Eric Flora, Manager of Engineering

1. Call to Order

The meeting was called to order at 3:05 p.m.

2. Adoption of Agenda

Item 7.1 Celebration Plaza was added under Other Business

Resolution #1

Moved By: Robert Doerr

Seconded By: Mike Cerna

THAT the Agenda as prepared for the Accessibility Advisory Committee meeting of February 8, 2017, be adopted as amended.

Carried

3. Disclosures of Pecuniary Interest and the General Nature Thereof

There were no disclosures of pecuniary interest declared.

4. Adoption of Minutes of Previous Meeting – November 9, 2016 & January 18, 2017

Resolution #2

Moved By: Councillor Stephenson

Seconded By: Margaret McCrimmon

THAT the Accessibility Advisory Committee Meeting Minutes of November 9, 2016 and the Special Meeting Minutes of January 18, 2017, be approved.

Carried

5. General Business & Reports

5.1 Accessibility Achievement Award Presentation & Pricing

A quote was received for a 12x14 size plaque to display the names of the recipients of the Accessibility Achievement Award. The cost is \$80+HST and would hold 24 name plates.

Staff to investigate if there are budgetary dollars for the purchase of the plaque.

St. Mary's Catholic Church will be the first recipient of the Accessibility Achievement Award which will be presented at the February 13, 2017 meeting of Council.

5.2 Accessibility Plan Review – 2018 Municipal Election – Internet/Telephone Voting

The Deputy Clerk provided a review of the 2014 Municipal Election Accessibility Plan and summary of the Internet/Telephone Voting Method for the 2018 Municipal Election. A recommendation was made to increase the amount of Public Education and Engagement for the 2018 Municipal Election to familiarize electors with the new voting methods and accessible voting equipment.

A recommendation was made to circulate notice to the public on the new voting methods and Public Open House through various avenues (i.e. Hydro bills).

A suggestion was made to have an instruction sheet at each electronic voting terminal on how to cast a vote.

Consideration is being made for additional advance polling locations for the 2018 municipal election.

Staff to bring a copy of the draft 2018 Municipal Election Accessibility Plan to the committee for review and comment.

5.3 Canada 150 – Access4All Canada 150 Signature Initiative

The Deputy Clerk provided a summary of the Access4All Canada 150 Signature Initiative.

The deadline for applications is March 31, 2017.

Discussion took place regarding the installation of accessible pieces as part of the Recreation, Culture & Parks playground equipment replacement program.

6. Correspondence

7. Other Business

7.1 Celebration Plaza

The Manager of Engineering provided a review of the proposed engineering work to be undertaken as part of the Celebration Plaza Project in Memorial Park.

The proposed project would include the installation of a bandshell adjacent to the Lake Lisgar Water Park parking lot.

Engineering staff are reviewing the removal of the berm along the race track to ensure an adequate pathway for snow removal equipment as well as accessibility for the public.

Accessibility features have been considered and will be incorporated in the project's design.

A presentation on the Celebration Plaza Project will be provided by the design consultant to Council at the February 13, 2017 meeting.

Moved By: Mike Cerna

Seconded By: Michael Kadey

THAT the Accessibility Advisory Committee recommends that Recreation, Culture & Parks staff review the Access4All grant program to determine eligibility for funding within the Town.

Carried

8. Next Meeting

The next meeting of the Accessibility Advisory Committee will be held on Tuesday, April 11, 2017 at 3:30 p.m. in the Board Room, Customer Service Centre.

9. Adjournment

Resolution #7

Moved By: Margaret McCrimmon

Seconded By: Robert Doerr

THAT the February 8, 2017 Accessibility Advisory Committee meeting be adjourned at 4:41 p.m.

Carried

Development Committee

December 13, 2016

7:30 AM

Boardroom, Customer Service Centre
10 Lisgar Ave, Tillsonburg



MINUTES

ATTENDANCE

Deb Gilvesy, Lisa Gilvesy, Mel Getty (Departed 8:15 AM), Jesse Goossens, Councillor Jim Hayes, Kirby Heckford, Mayor Stephen Molnar (Departed 8:40 AM), Steve Spanjers (Arrived 7:45 AM), Randy Thornton, John Veldman

Staff Present: David Calder, Cephass Panschow

MEMBERS ABSENT/REGRETS

Andrew Burns, Ashton Nembhard, Cedric Tomico

1. Call to Order

The meeting was called to order at 7:35 AM.

2. Adoption of Agenda

Moved By: D. Gilvesy

Seconded By: J. Hayes

Proposed Resolution # 1

THAT the Agenda as prepared for the Development Committee meeting of December 13, 2016 be adopted.

Carried

3. Disclosures of Pecuniary Interest and the General Nature Thereof – None Declared

4. Adoption of Minutes of Previous Meeting

4.1. Minutes of the Meeting of October 18, 2016

Moved By: R. Thornton

Seconded By: K. Heckford

Proposed Resolution # 2

THAT the Minutes of the Development Committee Meeting of October 18, 2016 be approved.

Carried

5. Delegations and Presentations

6. Information Items

6.1. Community Strategic Plan – No update

6.2. Post-Secondary Education – No update. Follow-up on the joint Town/Chamber survey required

6.3. Tillsonburg Hydro Inc – No update

6.4. Town Hall Task Force

Council approved the release of a Request for Pre-Qualification at their November 28, 2016 meeting. This will help clarify proponents that are capable of delivering the project and will be followed by a Request for Proposal stage that will help the Town select someone to do the project. The Town Hall Project Steering Committee was also approved to assist with reviewing the responses. RFPQ was released on December 2 with a response deadline of February 16, 2017. Questions regarding vision, budget (to be determined) were clarified. Committee requested copy of the RFPQ document.

6.5. 2017 to 2020 Proposed Water and Wastewater Rates

In general, Tillsonburg's water and wastewater costs compare favourably within the County and are below average. Committee reviewed the information provided and raised the following questions:

- Appears that total cost/typical user (revenue to the County) of water/WW to increase by 8% from 2016 to 2020 (\$781 to \$839), but Wastewater Rate Funding Required barely increases. Shouldn't these match?
- System improvements appear to only be funded by rates and reserve funds, but can debt be used as well?
- Are System improvements only built when absolutely needed or is there the opportunity to build to ensure economic opportunities aren't lost?
- Is the County receiving requests for servicing from some areas within the County?

Committee requested that concerns be provided to staff with a response being brought back.

7. General Business & Reports

7.1. Highway 3 Business Park – Signage

Staff reviewed updated options for new signage with additional feedback provided on the size of the letters and adding "eye-catching" banners ("Now available", etc) to the top. Staff will circulate committee on revised options.

7.2. Updates: 253 Broadway, 8 Hardy Ave

Staff anticipating receiving an amendment shortly that waives conditions and sets closing date. For 8 Hardy Ave property, general conditions have been waived and rezoning application is pending.

7.3. Lease Request for Chesterman Farm Equipment Inc

Council directed staff at their Nov 28 meeting to bring back a lease agreement for consideration.

7.4. 2017 Economic Development Budget & Business Plan

Development Commissioner provided a review of the 2016 business plan and proposed a minor change in focus from Business Attraction to Business Retention, i.e. Workforce Development/ Retention, due to the shortage of workers in some occupations. This is based on feedback from meetings with local companies. Existing investment attraction target sectors would be kept, but some time would be re-allocated to workforce development initiatives.

Discover Tillsonburg: A number of members commented positively on how good the current issue of Discover Tillsonburg magazine looked. Norfolk County's guide was raised a good comparable for community marketing. Committee requested a business plan for the Discover Tillsonburg initiative as it has been some years since it was launched and may be a good time to re-evaluate.

8. Committee Minutes & Reports**8.1. Tillsonburg District Chamber of Commerce – No update**

8.2. Downtown Business Improvement Association – No update. Committee asked for written update to be provided if unable to attend.

8.3. Tillsonburg District Real Estate Board

November numbers were strong. Seeing an increase in new home buyers in advance of the new real estate regulations.

8.4. Physician Recruitment

Committee is meeting this week to discuss recruitment incentives. Hospital is in the process of re-purposing a vacant wing

9. Correspondence - None**10. Other Business****10.1. Roundtable**

- County of Oxford budget meeting is on December 14 and currently contains last phase of North St project and Potters Road improvements.

11. Closed Session - None**12. Next Meeting**

The next meetings of the Development Committee will be on Tuesday, January 17, 2017 and 12 noon on Tuesday, January 24 (awards).

13. Adjournment

Moved By: J. Veldman

Seconded By:

Proposed Resolution 4

THAT the Development Committee Meeting of December 13, 2016 be adjourned at 9:48 AM.

Development Committee



January 17, 2017

7:30 AM

Boardroom, Customer Service Centre
10 Lisgar Ave, Tillsonburg

MINUTES

ATTENDANCE

Andrew Burns, Deb Gilvesy, Lisa Gilvesy, Mel Getty (Departed 8:25 AM), Kirby Heckford (Arrived 7:48 AM), Ashton Nembhard, Steve Spanjers, Randy Thornton, Cedric Tomico, John Veldman (Departed 9:40 AM)

Staff Present: David Calder, Kevin Deleebeeck, Cephas Panschow, Geno Vanhaelewyn

MEMBERS ABSENT/REGRETS

Jesse Goossens, Councillor Jim Hayes, Mayor Stephen Molnar,

1. Call to Order

The meeting was called to order at 7:30 AM.

2. Adoption of Agenda

Moved By: R. Thornton

Seconded By: J. Veldman

Proposed Resolution # 1

THAT the Agenda as prepared for the Development Committee meeting of January 17, 2017 be adopted.

Carried

3. Disclosures of Pecuniary Interest and the General Nature Thereof – None Declared

4. Adoption of Minutes of Previous Meeting

4.1. Minutes of the Meeting of December 13, 2016

Moved By: R. Thornton

Seconded By: S. Spanjers

Proposed Resolution # 2

THAT the Minutes of the Development Committee Meeting of December 13, 2016 be approved.

Carried

5. Delegations and Presentations

5.1. Building Permit Fee Review

Chief Building Official provided an overview of the fee review process. Building permit fees have not been raised since 2006 and it is desirable to have a Cost Stabilization Reserve Fund to help balance fluctuations in the impact to taxation due to the variability of building activity from year to year. Building permit fees are recommended to be based on a full cost recovery approach including direct and indirect costs. Direct costs are estimated at \$316,500 and indirect costs are estimated at \$32,034 for a total annual cost of \$348,564. Actual revenue has ranged from \$193,000 to \$405,000 over the past five years. The fee increases recommended by the consultant are significant and staff has prepared a revised fee schedule that is more reflective of what the market can bear and specific market demand. Tillsonburg will still be in the mid-range of fees for residential when compared to neighbouring jurisdictions, on the low range for industrial and mid-range for commercial developments. Next step is to report back to Council.

Committee raised the following questions:

- Why is this being done now? Budget pressures and since it has been 11 years from the last review.
- Information provided appears to be based on average building permit values, but what would the building permit cost be at the low end and high end?
- Although a permit fee increase appears to be warranted, is there an opportunity to phase-in the increases over a period of years?
- How much funds are in the unofficial reserve now?
- Has staff looked at how a full year revenue model would work, i.e. use a sample year and apply all the new fees to compare revenue based on actual data?

Committee was generally in favour of the staff recommendation on rates and was appreciative of the analysis and extra work that has gone into this process.

5.2. 2017 to 2020 Proposed Water and Wastewater Rates

Director of Operations provided an overview of his report to Town Council regarding the County's Water/Wastewater Rate Review. The water system is owned/operated by the County, but approximately 40% of the operations are done by Town staff. Four major components of study are rate funding requirement, user rates, reserve continuity schedule and proposed rate increases. Water rates are proposed to increase by an average of 2.6% resulting in an annual

charge of \$427 in 2020. Sewer rates are proposed to increase by an average of 1% for an annual charge of \$412 in 2020. Tillsonburg offers annual water/sewer costs for a typical user that will remain the second lowest in the County. Key issue is how fast reserves are built up and when they are used and how is that balanced with use of debt. Current plan is to conduct operational improvements (Phase 1) to the Tillsonburg Waste Water Treatment Plant (WWTP) in 2023, but this would not increase capacity. Both water and wastewater (69%) have significant capacity at this time. Even with water allocations to new development, the system will only reach 80% of the rated capacity. Questions:

- When is the WWTP expansion planned? Can a 10 year capital budget for the systems be provided?
- If Tillsonburg's target for their reserve fund to total system assets is 5%, how does this compare to other municipalities? Woodstock/Ingersoll at 8 – 10% of system assets.
- What is the projected transfer of \$4.9 M from reserves in 2018 for?

Committee appreciated the information. There was some concern about the impact of all of the County/Town rate increases being planned. While these are reasonable on an individual basis, they could result in a significant impact to the end users. Discussion regarding potential lost opportunities if capacity is not available. This is being reviewed by staff to ensure that Tillsonburg remains competitive. Committee would like staff to confirm that the enhancements and expansions do not get pushed further into the future.

[Additional Information provided subsequent to meeting:

When WWTP capacity reaches 80-85%, a Class Environmental Assessment (EA) is triggered with the assumption that the EA project will take 2 years and design/construction another 3 years for a total of 5-6 years. With the Tillsonburg WWTP, a Class EA has been completed, so if a critical need arose, it would take approximately 3 years to complete an expansion.

Tillsonburg requested a phase-in of the \$30 M WWTP upgrade project a few years ago with the understanding that Phase 1 upgrade (~ \$6M) would improve operational efficiency of the plant (but not increase capacity). Phase 2 (~ \$23M) future expansion would add 4,000 m³/d capacity.]

6. Information Items

6.1. Community Strategic Plan – No update

6.2. Post-Secondary Education – No update

6.3. Tillsonburg Hydro Inc – No update

6.4. Town Hall Task Force – No update**7. General Business & Reports****7.1. Chamber of Commerce Awards Selection – Initial Review**

Staff reviewed the preliminary list of investments made in Tillsonburg over the past year. A number of suggestions were made for research/future consideration.

8. Committee Minutes & Reports

8.1. Tillsonburg District Chamber of Commerce – Concern regarding traffic delays at Broadway/North St intersection has been received. Has this intersection been looked into? Understanding is that the County has determined that the traffic doesn't warrant changes at this time. Issue appears to be the short duration of the green light in the north-south direction given that Broadway is the primary route for movement of goods and the associated impacts to pavement from heavy braking. Is it possible for County to review? Concern has also been raised by the Police Service Board.

8.2. Downtown Business Improvement Association – Christmas Crawl went well and is continuing to pick up momentum and positive feedback. WiFi enhancements are still in the works and with relocation of receivers to light poles and additional receivers, service levels should go up. Expecting 2 – 3 Façade Improvement Grants in the spring. Annual General Meeting is being planned for Tuesday, March 28, at 5:30 PM.

8.3. Tillsonburg District Real Estate Board

Year-end numbers were strong despite a minor slowdown in December. Values and units sold were up significantly year over year.

8.4. Physician Recruitment

One office has recruited a new physician. Meeting scheduled for next month.

9. Correspondence - None**10. Other Business****10.1. Roundtable**

- Norfolk County is going through the five year review of their Official Plan and the review includes a change in the designation of the Norfolk Mall area from Hamlet to Commercial. County Planning department has provided comments and there is concern about this change as it could affect the viability of Tillsonburg's downtown if full blown commercial users are permitted there. Communication has been made.

11. Closed Session - None**12. Next Meeting**

The next meetings of the Development Committee will be 12 noon on Tuesday, January 24 (awards) and Tuesday, February 14, 2017.

13. Adjournment

Moved By: K. Heckford

Seconded By:

Proposed Resolution 4

THAT the Development Committee Meeting of January 17, 2017 be adjourned at 10:10 AM.



The Corporation of the Town of Tillsonburg

SPECIAL AWARDS COMMITTEE

Tuesday, February 7, 2017

2:30pm

Annex Board Room

200 Broadway, 2nd Floor, Tillsonburg, ON N4G 5A7

MINUTES

Attendance:

Chair Matt Scholtz
Councillor Brian Stephenson
Mary Anne VanGeertruyde
John Armstrong
Lana White

Regrets:

Mayor Stephen Molnar
Sam Lamb

1. Call to Order – 2:38 p.m.

2. Adoption of Agenda

Resolution

Moved by: M. VanGeertruyde

Seconded by: J. Armstrong

THAT the Agenda as prepared for the Special Awards Committee meeting of February 7, 2017, be adopted.

'Carried'

3. Disclosure of Pecuniary Interest

None

4. Approval of Previous Minutes

Resolution

Moved by: B. Stephenson

Seconded by: M. Scholtz

THAT the Special Awards Committee Meeting Minutes dated November 9, 2016 be approved.

'Carried'

Location for Public Display of Favourite Son/Daughter Names – As follow-up to the Minutes, further discussion was held. Councillor Stephenson noted that this had been talked about at the recent Budget Meetings - that there should be a plaque for each son/daughter, as well as discussion regarding a location for the plaques to be publicly displayed.

Resolution

Moved by: J. Armstrong

Seconded by: B. Stephenson

THAT the Special Awards Committee recommends to Town Council the location of the Clock Tower for the purpose of displaying Favourite Son/Daughter awards.

'Carried'

5. General Business and Reports

- i) Volunteer Achievement Awards – Review of Nominations, for presentation in February and March
(copies of the completed nomination forms were available at the meeting)

Resolution

Moved by: J. Armstrong

Seconded by: B. Stephenson

THAT John Morling be selected as the recipient of a Volunteer Achievement Award, to be presented at the March 2, 2017 (rescheduled from February 27) Council Meeting.

'Carried'

Councillor Stephenson to present the award.

Resolution

Moved by: B. Stephenson

Seconded by: M. VanGeertruyde

THAT John Mark Smith be selected as the recipient of a Volunteer Achievement Award, to be presented at the March 27, 2017 Council Meeting.

'Carried'

Matt Scholtz to present the award.

There was follow-up discussion regarding letters to service clubs and churches, promoting Volunteer Achievement Awards. The draft letter was reviewed and some changes were suggested. L. White to update the letter and notify the chair when ready for signature. Following that, the letter is to be distributed according to the prepared list of service clubs and churches.

M. VanGeertruyde noted the many volunteers at the Tillsonburg Hospital

6. Other Business

Round Table – to be added as an agenda item for future meetings.

7. Next Meeting - Tuesday, March 7, 2017 at 2:30pm

8. Adjournment

Resolution

Moved by: B.Stephenson

Seconded by: J.Armstrong

THAT the February 7, 2017 Special Awards Committee meeting be adjourned at 3:15 p.m.
'Carried'

Memorial Park Revitalization Committee



January 30, 2017
7:30am
Marwood Lounge
45 Hardy Ave

MINUTES

ATTENDANCE

Members Present: Mel Getty: Co-Chair, Terry Smith (Skatepark), Derek Partlo (Ball Users), Scott McKenzie (Lions Club), Sue Saelens (Lions Club) Rosemary Dean (Fair Board), Brad Martin (Kinsmen), Donna Scanlan (Parks & Rec Advisory), Jane McLean (Outdoor Rink/Ball Users), Rick Cox: Staff, Margaret Puhr: Secretary (Event Organizers)

MEMBERS ABSENT/REGRETS

Shane Curtis, Cedric Tomico, Lance McKenzie, Mike Cerna, Ken Patterson, Scott Vitias, Derek Partlo, John Glass

1. Call to Order

The meeting was called to order at 7:30am, by Co-chair Mel Getty.

2. Adoption of Agenda

Moved By: Jane McLean

Seconded By: Terry Smith

Resolution #1

THAT the Agenda as prepared for the Memorial Park Revitalization Committee meeting of January 30, 2017, be adopted. Carried.

3. Disclosures of Pecuniary Interest and the General Nature Thereof

There were no disclosures of pecuniary interest declared.

4. Adoption of Minutes of Previous Meeting

4.1. Minutes of the Meeting of January 16, 2017

Moved By: Margaret Puhr

Seconded By: Mel Getty

Resolution #2

THAT the Minutes of the Memorial Park Revitalization Committee Meeting of January 16, 2016 be approved. Carried.

5. General Business & Reports

5.1. Staff Update: Review of Council Motions:

1. The Celebration Plaza project tenders need to be received by early March and awarded by the end of March in order for the work to be completed on time.
2. The list of prioritized projects needs to be created and endorsed through the Parks & Rec Advisory Committee to Council per report RCP 17-11 (attached).

Moved By: Jane McLean

Seconded By: Donna Scanlan

Resolution #3

THAT the Memorial Park Revitalization Committee endorse the Celebration Plaza conceptual plan as presented and that the resolution be forwarded to the Parks & Rec Advisory Committee.

Carried.

5.2. Rotary Club: Members Absent.

5.3. Fair Board: Getting ready for the 2017 fair.

5.4. Ball Association: No updates.

- 5.5. Kinsmen Club: the Club members have reviewed a variety of band shell styles in Tillsonburg area in order to compare costs and structures. Open Space Solutions is a Canadian company with great reviews and safety record, therefore it would be a top choice for the contractor. The cost of a 40' x 25' polygon style structure will be approximately \$100,000.00, without electrical connections or concrete pad. It is a multi-purpose style that can be used for picnics or other events as well and is accessible. Drawings attached to the minutes.

Moved by: Terry Smith

Seconded by: Jane McLean

Resolution #4

THAT the Memorial Park Revitalization Committee endorse the multipurpose structure, approximately 40' x 25' proposed by the Kinsmen Club and that the resolution be forwarded to the Parks & Rec Advisory Committee.

Carried.

- 5.6. Pumptrack: Shade sails are still being priced. Proposed shade trees were priced and quoted at approximately \$1,500.00 per tree and after factors like hazards of branches, roots, leaves etc. were determined, the tree idea was rejected. Concrete tables for spectators are also being considered. To help with the 'cluttered' look, the rusty wire fence should be removed. A presentation of options for spectator area and signage ideas will be brought to the committee. Terry Smith reiterated that no tax funds will be required for this project.
- 5.7. Lions Club: Upon consideration, the Club rejected the entry gate and sign in favour of a Jungle Gym-themed playground with a sitting section. The Club has tentatively committed to contributing 50,000.00 – 75,000.00 to the project, pending approval of directing lottery raised funds by the AGCO. The proposed area would be near the water park, in the proposed Lions Grove section of the park. More details to follow.
- 5.8. Outdoor rink: A committee was put together to steer this project. The goal is to fundraise for the rink/basketball pad for the 2018 summer in conjunction with the new refrigeration system planned for the indoor arenas. Custom Ice Solutions company was approached for a quote on a 60' x 120' pad, with intention of using local contractors where possible. Two phases are being proposed: Phase 1: concrete pad and basketball nets with removable boards; Phase 2: signage and fencing. All the monies will be fundraised by the committee for this project. Location to be determined in proximity to the current arenas. Handout prepared by Jane McLean attached to the minutes.
- 5.9. Ball diamond repositioning: per Council decision the current diamond will stay where is until a recommendation is made by the committee.

6. Round Table

- 6.1. The Outdoor Rink project needs to be presented to the Parks & Rec Advisory Committee.

7. Next Meeting

The next meeting of the Memorial Park Revitalization Committee will be on Tuesday February 21, 2017 at 7:30am.

8. Adjournment

Moved By: Margaret Puhr

Seconded By: Rosemary Dean

Resolution #5

THAT the Memorial Park Revitalization Committee Meeting of January 30, 2017 be adjourned at 9:35 am. Carried.



Parks & Rec COMMITTEE

Tuesday January 17, 2017
7:30am
Marwood Lounge
45 Hardy Ave

MINUTES

ATTENDANCE

- Mel Getty
- Susie Wray
- Donna Scanlan
- Don Baxter
- Michael Cerna
- Penny Esseltine
- Craig Cole
- Becky Turrill, Secretary
- Janet McCurdy, Program Manager
- Rick Cox, Director of Recreation, Culture and Parks

MEMBERS ABSENT/REGRETS

- James Payne
- Bob McCormick

1. Call to Order

The meeting was called to order at 7:31am

2. Adoption of Agenda

Moved By: D. Baxter

Seconded By: M. Cerna

Resolution #1

THAT the Agenda as prepared for the Parks and Recreation Advisory Committee meeting of February 7, 2017, be adopted.

Carried

3. Disclosures of Pecuniary Interest and the General Nature Thereof - None

4. Adoption of Minutes of Previous Meeting

4.1. Minutes of the Meeting of January 17, 2017

Moved By: D. Baxter

Seconded By: C. Cole

Resolution #2

THAT the Minutes of the Parks and Recreation Committee Meeting of January 17, 2017 be approved.

Carried

5. Delegations and Presentations

5.1. Dog Park – Presentation made by Peter Luciani and Tyler Coghill to the Parks and Recreation Advisory Committee. Presentation included a second preferred location for the dog park.

Motion #1

On MOTION made, SECONDED and CARRIED the Parks and Recreation Committee endorses the presentation received from the Dog Park Committee be forwarded to council for approval. (7-0)

Moved By: D. Baxter

Seconded By: M. Cerna

6. General Business & Reports

6.1. Baldwin & Quarterline Woodlot – Will remain as is.

6.2. Memorial Park Revitalization – Update

6.2.1. Celebration Plaza - Resolution from Memorial Park Revitalization Committee – R. Cox presented the committee drawings regarding the Celebration Plaza

Motion #2

On MOTION made, SECONDED and CARRIED the Parks and Recreation Committee endorse the RESOLUTION received from the Memorial Park Revitalization Subcommittee – Celebration Plaza and it be forwarded to council for approval. (7-0)

Moved By: D. Baxter

Seconded By: C. Cole

6.2.2. Multipurpose Structure – Resolution from Memorial Park Revitalization

Committee – R. Cox presented the committee photos of potential multipurpose Band shell/stage.

Motion #3

On MOTION made, SECONDED and CARRIED the Parks and Recreation Committee endorse the RESOLUTION received from the Memorial Park Revitalization

Subcommittee – Multipurpose band shell/stage with dimensions of 50'x25' and it be forwarded to council for approval. (7-0)

Moved By: D. Scanlan

Seconded By: D. Baxter

7. Correspondence - None

8. Other Business - None

9. Closed Session

9.1. - None

10. Next Meeting

The next meeting of the Parks & Rec Advisory Committee TBD

11. Adjournment

Moved By: D. Baxter

Seconded By: M. Cerna

Proposed Resolution #3

THAT the Parks & Rec Advisory Committee Meeting of February 7, 2017 be adjourned at 9:12am

**TILLSONBURG BUSINESS IMPROVEMENT AREA
BOARD MEETING**

**Tillsonburg Corporate Annex
Tuesday January 10, 2017 – 12 noon**

1. CALL TO ORDER

The meeting was called to order by Chair, C. Tomico at 12:13 p.m.
Thank you to W. Cameron for providing lunch today.

Present: C. Tomico, W. Cameron, K. West, D. Rasokas, V. Armstrong, C. Pepper,
J. Scott

Regrets: L. Oliveira, M. Adam, J. Kirkland, L. Arnold

Absent: C. Jezovnik, K. Causyn

**DISCLOSURE OF PECUNIARY INTEREST OF THE GENERAL NATURE
THEREOF - none**

2. ADOPTION OF AGENDA

Moved by: K. West

Seconded by: D. Rasokas

**AND RESOLVED THAT THE AGENDA OF January 10, 2017 be accepted as
written.**

“Carried”

4. Delegations - none

5. MINUTES & BUSINESS ARISING OUT OF THE MINUTES

Moved by: D. Rasokas

Seconded by: J. Scott

**AND RESOLVED THAT THE Minutes of December 13, 2016 be adopted as
written.**

“Carried”

6. OTHER BUSINESS

a) Beautifications - No Report

b) Communications - D. Rasokas

D. Rasokas and V. Armstrong will be doing a walk through in February to update
merchants on upcoming BIA activities. If Committee Chairs have any information
that you would like to be included in our handout please let us know.

ACTION: V. Armstrong to send the date of the walk about.

c) Promotions - no report

*There is a position available for Promotions Chair.

d) **FIP - No Report**

e) **AGM - V. Armstrong**

The suggested dates for the AGM were Tuesday March 28 or Wednesday March 29, 2017. V. Armstrong to book Carriage Hall.

The AGM will be held at the Carriage Hall on **Tuesday March 28, 2017** Social 5:30 p.m Dinner 6:30 p.m. Meeting 7:00 p.m.

f) **Wi-fi - J. Kirkland - No Report**

g) **Chamber of Commerce Update - C. Tomico**

Chamber AGM, Wednesday, January 18, 2017 - Carriage Hall

January 19, 2017: Business After Five at South Coast Fire Place

Chamber of Commerce Fall Trip 2017 - approx. \$3000 pp - Iceland

h) **By - Law/ Zoning Committee- D. Rasokas**

i) **OBIAA Conference - April 2-5, 2017 Toronto**

j) **Council Report - no report - absent**

k) **Retail Recruitment - waiting on budget**

l) **Website- V. Armstrong**

Tillsonburg Chamber of Commerce has hired the services of Akira to create and maintain their website. Information has been shared with the Executive Director. Staples Copy and Print also offers this service for website build.

Follow Ups

ACTION: D. Rasokas to contact Shelley Imbeault for database for downtown businesses to see if it can be added to the website.

TREASURER'S REPORT – J. Kirkland - Absent

V. Armstrong presented a report. A Treasurer is still needed

8. ROUNDTABLE

C. Tomico – none

D. Rasokas -none

V. Armstrong - none

K. Causyn-none

K. West - none

L. Arnold – none

W. Cameron - none

M. Adam – none

L. Oliveira - none

C. Jezovnik – none

C. Pepper – none

Motion to Adjourn - K. West at 1:02 p.m.

DATE OF NEXT MEETING:

BIA Board Meetings:

Tuesday February 14, 2017 noon - BIA Board Room

Tuesday March 21, 2017 noon - BIA Board Room

Tuesday April 11, 2017 noon - BIA Board Room

OBIAA National Conference

April 2 - 5, 2017 Toronto

THE CORPORATION OF THE TOWN OF TILLSONBURG

BY-LAW NUMBER 4080

BEING A BY-LAW to establish the Composition of the Municipal Council for the Town of Tillsonburg.

WHEREAS Section 217(1) of the Municipal Act authorizes a local municipality to change the composition of its council;

AND WHEREAS Section 220 of the Municipal Act authorizes a municipality to change the titles for its head of council and other members of its council;

AND WHEREAS The Council of the Corporation of the Town of Tillsonburg deems it is necessary and expedient to change the title of Deputy Mayor to Councillor.

THEREFORE the Council of the Town of Tillsonburg enacts as follows:

1. THAT the Municipal Council for the Town of Tillsonburg shall consist of a Mayor and six (6) Councillors for a total of seven (7) Council members who shall all be elected at large.
2. THAT By-Law 3036, passed on the 12th day of November, 2002, which established the composition of Council to include the Deputy Mayor position is hereby repealed.
3. THAT This By-Law shall come into full force and effect for the 2018 Municipal Election.

READ A FIRST AND SECOND TIME THIS 2nd DAY OF March, 2017.

READ A THIRD AND FINAL TIME AND PASSED THIS 13th DAY OF March, 2017.

MAYOR Stephen Molnar

TOWN CLERK Donna Wilson

THE CORPORATION OF THE TOWN OF TILLSONBURG

BY-LAW NUMBER 4082

A BY-LAW to enter into a Land Lease Agreement with Chesterman Farm Equipment Inc.

WHEREAS the Corporation of the Town of Tillsonburg is desirous of entering into an Land Lease Agreement with Chesterman Farm Equipment Inc.

NOW THEREFORE the Municipal Council of The Corporation of the Town of Tillsonburg enacts as follows:

1. THAT the Lease Agreement attached hereto as Schedule "A" forms part of this by-law;
2. THAT the Mayor and Clerk be hereby authorized to execute the attached Lease Agreement marked as Schedule "A" on behalf of the Corporation of the Town of Tillsonburg.
3. This By-law shall come into full force and effect on the day of passing.

READ A FIRST AND SECOND TIME THIS 13th DAY of February, 2017.

READ A THIRD AND FINAL TIME AND PASSED THIS 13th DAY of February, 2017.

MAYOR – Stephen Molnar

TOWN CLERK – Donna Wilson

THIS AGREEMENT made in quadruplicate this 5 day of February, 2017.

BETWEEN:

THE CORPORATION OF THE TOWN OF TILLSONBURG

hereinafter called the Lessor

-and-

Chesterman Farm Equipment Inc

hereinafter called the Lessee

WHEREAS the Lessor is the owner of lands hereinafter described

- (a) Unnamed Road adjacent to Lots 1612, 1613 and 1614, Part 2, Plan 41R-6496;
- (b) Unnamed Road adjacent to Lots 1612, 1613 and 1614;
- (c) Approximately five (5) acres of land located on the east side of Highway 19 (Vienna Road), legally described as Part Lot 1613, Plan 500, designated as part of Part 2 on OXR39 and part of Part 3 on R-13 ("the Lands"); and,
- (d) As shown in Appendix A.

AND WHEREAS the Lessor is desirous of leasing the Lands to the Lessee and the Lessee is desirous to lease the Lands for recreational track purposes subject to the conditions hereinafter set forth in this agreement (the "Lease");

AND WHEREAS the Lessee is desirous of leasing the lands for a maximum of eighteen (18) events annually;

NOW THEREFORE THIS INDENTURE WITNESSETH

1. PAYMENT

The Lessee covenants with the Lessor that the Lessee shall pay annual rent for the Lands as set out below to the Lessor:

- (a) Annual rent of \$2,500 based on a rate of \$500 per acre (the "Base Rent");
- (b) Any additional costs for taxes, maintenance and insurance;
- (c) The Lessee agrees to pay, if required, for an upgrade of the existing gate or installation of a new gate at Vienna Road to the satisfaction of the Town of Tillsonburg, in their sole and absolute discretion, for the purposes of securing the property.

2. TERM

The term of the Lease shall be from April 1, 2017, or seven (7) days following final zoning approval, to December 31, 2019 (the "Lease Term"). The Lease Term may be extended for additional one (1) year terms by the Lessor in its sole and absolute discretion. There is no representation or warranty of the Lessor that it must, shall or will extend the Lease Term.

3. CONDITION OF THE LANDS

The Lessee acknowledges and agrees that it is leasing the Lands in its current condition "as is" and the Lessee has conducted all inspections and performed its own due diligence to determine the suitability of the Lands for the Lessee's use. The Lessee acknowledges that the Lessor has made no representation or warranty and provides no covenant, representation or warranty concerning soil conditions, the existence of any items below the surface, and/or the environmental status of the Lands at any time. The Lessee acknowledges having inspected the property prior to signing this Lease and has relied upon its inspection regarding the suitability, condition, and state of repair of the Property. The Lessee further acknowledges that it has conducted its own due diligence as the size of the Lands and the size of the non-arable part of the Lands and not relied upon any representation or warranty of the Lessor.

Lessor's Initials _____

Lessee's Initials DC

4. USE

- (a) The Parties agree that the Lands will be used for the purpose of motorized recreational vehicle races and events and shall include a track, viewing area, and both vehicle and trailer parking;
- (b) The Lessee shall not do or permit to be done on the Lands anything which may:
- i. constitute a nuisance;
 - ii. cause damage to the Lands (other than forming of the lands for the construction of the track and viewing area. The Lessee shall take care so as to not mix topsoil and fill material on any part of the improved lands);
 - iii. cause injury or annoyance to occupants of neighbouring premises;
 - iv. make void or voidable any insurance upon the Lands;
 - v. breach or cause of breach of any by-law, status, order or regulation of any municipal, provincial or other competent authority relating to the Lands; and,
 - vi. create any environmental hazard.
- (c) The Lessee shall not store, allowed to be stored or do anything that creates hazardous waste or toxic material as defined by the Environmental Protection Act or any related, amended or successor legislation. If any order is made by any level of government, including all agencies, Crown corporations and municipal bodies, or a Court of competent jurisdiction as a result of the Lessee's, or its servants, director's, employee's, invitee's, customer's or agent's, actions or inaction under this Article then the Lessee shall satisfy the terms of such order including, but not limited to, paying all costs of the work required and shall indemnify and save the Lessor harmless from any costs, including legal costs, if the Lessor suffers any damages or pays any costs associated with such order.
- (d) The Lessee shall obtain all necessary Planning Approvals with respect to the proposed development of the property as required by the Lessor and all other Planning Approval granting authority. All Planning Approvals are at the cost and obligation of the Lessee and subject to all of the procedures and strict application of any applicable law of the Planning Approval granting authority and the Lessor makes no representation, assurance, warranty or guarantee of the granting of same. The failure of the Lessee to obtain any and all of the necessary Planning Approvals required for the Development shall cause this Agreement and any obligation or right thereunder to come to an end. The Lessee hereby acknowledges that the Lessor makes no representation, assurance, warranty or guarantee as to any Planning Approval application outcome and agrees that this Agreement shall not be raised as part of an objection, challenge or appeal of any such Planning Approval decision before the Ontario Municipal Board or any other tribunal or court of competent jurisdiction. The Lessee further understands and agrees that the Lessor must hold fair hearings for approvals under the Planning Act, R.S.O. 1990 c.P.15 and that the Lessor's Council shall not abrogate its authority and shall deal with planning matters on their merits. This provision may be pleaded as a bar to any such purported appeal, objection or challenge.
- (e) The Lessee acknowledges that the property is subject to the Town of Tillsonburg's current Site Plan Control Bylaw and that a Site Plan Agreement may be required. Further, the Lessee acknowledges that the Lessor has not made any representation concerning the suitability of the property for any of the Lessee's future plans nor has the Lessor provided any representation that a site plan and/or building permit will or will not be granted for the subject property.

Lessor's Initials _____

Lessee's Initials _____

PC

- (f) The Lessor agrees to provide reasonable assistance and co-operation to the Lessee in obtaining necessary approvals for the development of the property subject to the Lessor's compliance with all relevant building codes, bylaws, land use controls, any other statutory requirements and payment of the fees provided for in the Town's current fees bylaw. The obligations of the Lessor set out in this paragraph shall not merge on closing and shall survive closing.

5. RIGHT TO SELL SUBJECT LANDS

The Lessee acknowledges that the Lessor shall have the right to sell any part or parts of the Lands upon sixty (60) days notice, in writing, and upon expiry of such notice the Lessee shall surrender that part (or all if required by the notice) of the Lands sold by the Lessor and subject to the condition that if the Lessor sells and requires possession of any or all of the subject the Base Rent shall be revised to take into account the adjustment of that part of the Lands not surrendered (if any) throughout the balance of the Lease Term. The Lessee shall not demand, claim or plead any damages, costs, monies or compensation from the Lessor of any kind whatsoever and howsoever except as specifically provided for in this paragraph 5. The Lessee waives any and all claims, damages and/or losses for future income, profits or monies due to the surrender of some or all of the Lands.

6. QUIET ENJOYMENT OF LANDS

IT IS further specifically agreed by and between the Parties hereto that the Lessor covenants with the Lessee for quiet enjoyment of the Lands. Notwithstanding the foregoing, the Lessor shall be permitted to access the Lands for any purpose(s), with the costs of any minor damage being borne by the Lessee.

7. ASSIGNMENT

The Lessee acknowledges and agrees that it will not assign or sublet the Lands without approval by the Lessor, which may be withheld by the Lessor at its sole and absolute discretion. The Lessee further covenants that it will not conduct any business, trade, enterprise or objects on the Lands other than to use the Lands for its own purposes pursuant to the terms and conditions contained in this Lease.

8. INSURANCE

The Lessee shall obtain liability insurance of at least Five Million Dollars (\$5,000,000), covering injury to, or destruction of person or property, for which the Lessee may be held liable. The Lessee must obtain Liability insurance on a form of coverage issued by an insuring company acceptable to the Town, which names the Town as an additional insured and contains a Cross Liability Clause. The Lessee shall provide the Town, by the 1st day of May in each year during the term hereof, with an insurance certificate showing the required insurance coverage.

9. INDEMNIFICATION

The Lessee covenants to keep the Lessor indemnified and save harmless the Lessor at all times against any and all claims, suits, proceedings, actions and demands (including but not limited to all legal costs) whatsoever and howsoever arising by any person, entity or corporation whether in respect of damage, loss or death to person or property, arising out of or occasioned by the maintenance, use or occupancy of the Lands or the subletting or assignment of same or any part thereof. And the Lessee further covenants to indemnify the Lessor with respect to any encumbrance on or damage to the Lands occasioned by or arising from the act, default, or negligence of the Lessee, its officers, agents, servants, employees, contractors, customers, invitees or licensees. The Lessee agrees that the foregoing indemnity shall survive the termination of this Lease notwithstanding any provisions of the Lease to the contrary.

Lessor's Initials _____

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10. MAINTENANCE

The Lessee covenants to maintain all of the Lands pursuant to this Lease in good condition at all times during the Lease Term, any extension of the Lease Term and any overholding periods (if any). The Lessee further covenants to keep the Lands free from refuse and shall not store any refuse, garbage, motor vehicles or any items on the Lands that may be considered by the Lessor to be noxious, hazardous or refuse.

11. IMPROVEMENTS TO LANDS

The Lessee agrees that all improvements to the Lands are at the their sole cost and subject to the approval of the Lessor in the Lessor's sole and absolute discretion. Further, upon expiration of the Lease or termination, the Lessee agrees to restore the lands to substantially the same condition as they were prior to their entry thereon at their sole expense. The Lessor may, in their sole and absolute discretion, accept the lands in an improved condition.

12. BANKRUPTCY

The Lessee acknowledges and agrees that if during the Lease Term any of the goods or chattels of the Lessee shall at any time during the said term be seized or taken in execution or in attachment by any creditor of the Lessee, or if the Lessee shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent debtors, the then current and next ensuing balance of Base Rent shall immediately become due and payable and the said term shall, at the option of the Lessor, immediately become forfeited and determined and in such case, the Lessor may re-enter and take possession of the said lands as though the said lands was holding over after the expiration of the said term.

13. TERMINATION FOR CONVENIENCE

IT IS further hereby agreed between the Parties hereto that this Lease may be terminated by either party in such parties' sole and absolute discretion, including for reason of an appeal, by providing to the other Party sixty (60) days written notice prior to the termination date or the expiration of the lease term. In the case where the Lessor terminates the Lease, the provisions of Paragraph 5 above shall be in effect. If the Lessee terminates the lease it shall be responsible to pay a pro-rated Base Rent to the date of termination, pay all items required by paragraph 4 of this Lease and the Lessor shall not be responsible to reimburse the Lessee for the loss or damages for the abandoned Lands.

14. TERMINATION OF THE CONTRACT FOR CAUSE

In the event of any material default of this Lease by the Lessee, the Lessor shall have the right to provide written notice of such default and demand that the deficiency of program be rectified within five (5) working days or such longer period as may be agreed upon by the Lessor. If the said default is not rectified or steps are not take to rectify the situation according to the agreed upon plan, the Lessor shall be entitled to issue a written notice of termination for cause with no less than thirty (30) days notice and all Base Rent and amounts owing pursuant to paragraph 4 of this Lease shall be payable to the Lessor by the Lessee within thirty (30) days from termination.

15. DEFAULT

An Act of Default has occurred when:

- (a) the Lessee has failed to pay Rent for a period of 60 consecutive days from the date that payment has been requested by the Lessor;
- (b) the Lessee has breached his covenants or failed to perform any of his obligations under this Lease plus:

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Lessee's Initials PC

- i. the Lessor has given notice specifying the nature of the default and the steps required to correct it; and,
 - ii. the Lessee has failed to correct the default as required by the notice;
- (c) any insurance policy is canceled or not renewed by reason of the use or occupation of the Lands, or by reason of non-payment of premiums; and
- (d) the Lands:
- i. is used by any other person or persons, or for any other purpose than as provided for in this Lease without the written consent of the Lessor.

When an Act of Default on the part of the Lessee has occurred:

- (a) the current year's rent together with the next years' rent shall become due and payable immediately; and,
- (e) the Lessor shall have the right to terminate this Lease and to re-enter the Lands and deal with them as he may choose.

If, because an Act of Default has occurred, the Lessor exercises his right to terminate this Lease and re-enter the Lands prior to the end of the Term, the Lessee shall nevertheless be liable for payment of Rent and all other amounts payable by the Lessee in accordance with the provisions of the Lease until the Lessor has re-let the Lands or otherwise dealt with the Lands in such manner that the cessation of payments by the Lessee will not result in loss to the Lessor and the Lessee agrees to be liable to the Lessor, until the end of the Term of this Lease for payment of any difference between the amount of Rent hereby agreed to be paid for the Term hereby granted and the Rent any new Lessee pays to the Lessor.

If when an Act of Default has occurred, the Lessor chooses not to terminate the Lease and re-enter the Lands, the Lessor shall have the right to take any and all necessary steps to rectify any or all Acts of Default of the Lessee and to charge the costs of such rectification to the Lessee and to recover the costs as Rent.

If, when an Act of Default has occurred, the Lessor chooses to waive his right to exercise the remedies available to him under this Lease or at law the waiver shall not constitute condonation of the Act of Default, nor shall the waiver be pleaded as an estoppel against the Lessor to prevent his exercising his remedies with respect to a subsequent Act of Default. No covenant, term, or condition of this Lease shall be deemed to have been waived by the Lessor unless the waiver is in writing and signed by the Lessor.

16. NOTICE

Notice to either party shall be given at the following addresses:

If to the Lessor:

Development Commissioner
 The Corporation of the Town of Tillsonburg
 200 Broadway, Suite 204
 Tillsonburg, ON N4G 5A7
 Fax: 519-842-9431

If to the Lessee:

Chesterman Farm Equipment Inc
 14493 Bayham Dr, RR 3
 Tillsonburg, ON N4G 4G8
 F: (519)842-9228

The Lessee shall not at any time register notice of or a copy of this Lease on title to the Lands or any part thereof without consent of the Lessor.

Lessor's Initials _____

Lessee's Initials DC

16. MISCELLANEOUS

The words importing the singular number only shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine gender, and words importing persons shall include firms and corporations and vice versa.

This Lease, including any Schedule attached, shall constitute the entire agreement between the Lessor and Lessee. There is no representation, warranty, collateral agreement or condition which affects this agreement other than expressed herein.

In the event that any clause herein should be unenforceable or be declared invalid for any reason whatsoever, such enforce ability or invalidity shall not affect the enforce ability or validity of the remaining portions of the covenants and such unenforceable or invalid portions shall be severable from the remainder of this Lease.

This Lease shall be construed and enforced in accordance with the laws of the Province of Ontario. Any proceeding shall be brought at the City of Woodstock in the County of Oxford.

The Lessee hereby agrees that they have had an opportunity to review the terms of this Lease and seek independent legal advice.

Should any provision of this Lease require judicial interpretation or arbitration, it is agreed that the court or arbitrator interpreting or construing the same shall not apply a presumption that the terms thereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it be agreed that both parties have participated in the preparation hereof.

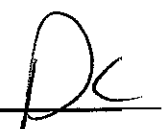
This Lease constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements between the Parties in connection with the subject matter hereof, except as specifically set forth herein. No supplement, modification, waiver or termination of this Lease shall be binding unless executed in writing by the Parties.

The Lessee shall not call on or demand the Lessor to perform any repairs or renovations prior to or after it obtains possession.

IT IS HEREBY declared and agreed that the expressions "Lessor" and "Lessee" wherever used in this indenture shall, when the context allows, include, be binding on and enure to the benefit of not only the Parties hereto, but also their respective executors, administrators and assigns.

Lessor's Initials _____

Lessee's Initials



IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

The Corporation of the Town
of Tillsonburg


STEPHEN MOLNAR, MAYOR

DONNA WILSON, CLERK

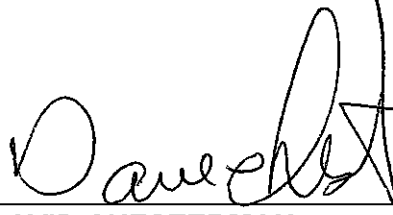
We have authority to bind the
Corporation of the Town of
Tillsonburg.

SIGNED, SEALED AND
DELIVERED in the
Presence of

) THE LESSEE



Witness

) 

DAVID CHESTERMAN

Feb 15/17
DATE

Name: Cyprus Panerhow
Date: Feb 15, 17

Lessor's Initials _____

Lessee's Initials DC

APPENDIX A – SUBJECT PROPERTIES

VIENNA RD - 5 ACRES OF LAND WITHIN SITE I-12 and SITE I-14



Lessor's Initials _____

Lessee's Initials PC

THE CORPORATION OF THE TOWN OF TILLSONBURG

BY-LAW NUMBER 4085

A BY-LAW to adopt a Schedule of Fees for certain Municipal applications, service and permits.

WHEREAS Section 39(1) of the Municipal Act, S.O. 2001, c. M.25, as amended, provides that without limiting sections 9, 10 and 11, those sections authorize a municipality to impose fees or charges on persons, for services or activities provided or done by or on behalf of it, for costs payable by it for services or activities provided or done by or on behalf of any other municipality or any local board; and for the use of its property including property under its control;

WHEREAS it is necessary and expedient to establish a Schedule of Fees for certain Municipal applications, services and permits;

THEREFORE the Council of the Town of Tillsonburg enacts as follows:

1. THAT Schedule "A" to this By-Law is adopted as the Schedule of Fees for certain Municipal applications services and permits listed therein.
2. Should the provisions of any other By-Law of the Town of Tillsonburg or other document purporting to set the Fees listed in Schedule "A" be in conflict with the provisions of this By-Law, the provisions of this By-Law shall prevail.
3. That Schedule "A" to this by-law forms part of this by-law as if written herein.
4. This By-Law shall come into full force and effect on the day of its passing.
5. That By-Law 3986 passed on the 25th of January, 2016 shall be hereby repealed.

READ A FIRST AND SECOND TIME THIS 13th DAY OF February, 2017.

READ A THIRD AND FINAL TIME AND PASSED THIS 02nd DAY OF March, 2017.

MAYOR - Stephen Molnar

TOWN CLERK – Donna Wilson

Item	2016 Fee	Proposed 2017 Fee	% Change	Tax	Notes
Airport					
Airport - Aircraft Parking Fees - Daily	6.00	6.00	0.00%	plus HST	
Airport - Aircraft Parking Fees - Monthly	42.00	42.00	0.00%	plus HST	
Airport - Basement Boardroom rental (15'x29') half day	45.00	45.00	0.00%	plus HST	
Airport - Basement Boardroom rental (15'x29') full day	80.00	80.00	0.00%	plus HST	
Airport - Basement or Dining Area Rental per hour	15.00	15.00	0.00%	plus HST	
Airport - Dining Area Rental per half day	45.00	45.00	0.00%	plus HST	
Airport - Boardroom Long term rental (more than one week- consecutive)	275.00	275.00	0.00%	plus HST	
Airport - Hangar Land Lease Fee Annually per SF	0.29	0.29	0.00%	plus HST	
Airport - Infrastructure fee < 5,000 SF hangar	500.00	500.00	0.00%	plus HST	
Airport - Infrastructure fee > 5,000 SF hangar	1,000.00	1,000.00	0.00%	plus HST	
Airport Toque		10.00		plus HST	New fee
Airport Fuel Call Out Fee		25.00		plus HST	New fee
Airport Administration Fee		25.00		plus HST	New fee
Animal Control					
Boarding Fee Cat	20.00	20.00	0.00%	HST	As per Animal Control Contract
Boarding Fee Dog	20.00	20.00	0.00%	HST	As per Animal Control Contract
Call out fee for service	100.00	100.00	0.00%	HST	As per Animal Control Contract
Dog license - spayed or neutered before March 31	15.00	15.00	0.00%	exempt	Schedule V Part VI (ETA)- Exempt
Dog license - spayed neutered after March 31	30.00	30.00	0.00%	exempt	Schedule V Part VI (ETA)- Exempt (\$5.00 towards dog park and balance to recover staff cost to follow-up outstanding accounts and to administer)
Dog license - intact - before March 31	20.00	20.00	0.00%	exempt	Schedule V Part VI (ETA)- Exempt
Dog license - intact - after March 31	35.00	35.00	0.00%	exempt	Schedule V Part VI (ETA)- Exempt (\$5.00 towards dog park and balance to recover staff cost to follow-up outstanding accounts and to administer)
Cat license - spayed or neutered before March 31	15.00	15.00	0.00%	exempt	Schedule V Part VI (ETA)- Exempt
Cat license - spayed neutered after March 31	20.00	20.00	0.00%	exempt	Schedule V Part VI (ETA)- Exempt
Cat license - intact - before March 31	20.00	20.00	0.00%	exempt	Schedule V Part VI (ETA)- Exempt
Cat license - intact - after March 31	25.00	25.00	0.00%	exempt	Schedule V Part VI (ETA)- Exempt
Cat/dog license - replacement	5.00	5.00	0.00%	exempt	Schedule V Part VI (ETA)- Exempt
Euthanasia and Disposal - Cat	60.00	60.00	0.00%	HST	As per Animal Control Contract
Euthanasia and Disposal - Dog	80.00	80.00	0.00%	HST	As per Animal Control Contract
Live Trap Placement	100.00	100.00	0.00%	HST	As per Animal Control Contract

Item	2016 Fee	Proposed 2017 Fee	% Change	Tax	Notes
By-law Enforcement					
Invoice admin processing fee	150.00	175.00	16.67%	HST	Increase to cover staff time per occurrence
Owner dumping debris on own lands	500.00	500.00	0.00%	exempt	Schedule V Part VI (ETA)- Exempt
Owner failing to tag garbage	500.00	500.00	0.00%	exempt	Schedule V Part VI (ETA)- Exempt
Re-issuance of Permit/License/Document	50.00	50.00	0.00%	exempt	Schedule V Part VI (ETA)- Exempt
Parking - double parking	30.00	30.00	0.00%	exempt	Schedule V Part VI (ETA)- Exempt
Parking - for longer period than provided	15.00	15.00	0.00%	exempt	Schedule V Part VI (ETA)- Exempt
Parking - in loading zone	30.00	30.00	0.00%	exempt	Schedule V Part VI (ETA)- Exempt
Parking - near fire hydrant	30.00	30.00	0.00%	exempt	Schedule V Part VI (ETA)- Exempt
Parking - no parking (2am-7am)	30.00	30.00	0.00%	exempt	Schedule V Part VI (ETA)- Exempt
Parking - Obstructing Traffic	30.00	30.00	0.00%	exempt	Schedule V Part VI (ETA)- Exempt
Parking - parking in handicapped parking space without permit	300.00	300.00	0.00%	exempt	Schedule V Part VI (ETA)- Exempt
Parking - Parking/standing in fire route	60.00	60.00	0.00%	exempt	Schedule V Part VI (ETA)- Exempt
Parking - prohibited area	30.00	30.00	0.00%	exempt	Schedule V Part VI (ETA)- Exempt
Parking - too close to corner	30.00	30.00	0.00%	exempt	Schedule V Part VI (ETA)- Exempt
Parking - too close to curb	30.00	30.00	0.00%	exempt	Schedule V Part VI (ETA)- Exempt
Parking - Wrong side of road	30.00	30.00	0.00%	exempt	Schedule V Part VI (ETA)- Exempt
Person assisting dumping debris on private lands	500.00	500.00	0.00%	exempt	Schedule V Part VI (ETA)- Exempt
Person dumping debris on private/public lands	500.00	500.00	0.00%	exempt	Schedule V Part VI (ETA)- Exempt
Person fail to immediate remove debris	500.00	500.00	0.00%	exempt	Schedule V Part VI (ETA)- Exempt
Fortification By-Law Exemption Application - single family dwelling or not-for-	150.00	150.00	0.00%	HST	New Fee
Fortification By-Law Exemption Application - Multi-Residential, Commercial,	400.00	400.00	0.00%	HST	New Fee
Building - Fees					
Building - photocopies - larger than ledger	2.00	2.00	0.00%	HST	
Building Certificate	50.00	50.00	0.00%	exempt	Schedule V Part VI (ETA)- Exempt
Permit fees - amend existing permit	50.00	50.00	0.00%		
Permit Review Fee - major amendment to existing permit	40.00	40.00	0.00%	HST	per hour - fee to review major changes to existing permit in accordance with By-Law 3198
Permit fees - Building	a)\$45.00 first \$1,000.00 of estimated value of construction plus b) \$10.00 per each additional \$1,000.00 or part there of		0.00%	exempt	Replaced with fees identified below
Permit fees - change of use - no construction	45.00		-100.00%	exempt	Replaced with fees identified below
Permit fees - connection to municipal water or sewer	45.00		-100.00%	exempt	Replaced with fees identified below
Permit fees - construction without permit	double initial permit fee		0.00%	exempt	Replaced with fees identified below
Permit fees - demolition	100.00		-100.00%	exempt	Replaced with fees identified below
Permit fees - Plumbing - other than residential	a)\$75.00 first fixture b) \$6.00 per fixture		0.00%	exempt	Replaced with fees identified below
Permit fees - Plumbing - residential	a)\$40.00 first fixture b) \$6.00 per fixture		0.00%	exempt	Replaced with fees identified below

Item	2016 Fee	Proposed 2017 Fee	% Change	Tax	Notes
Building - Fees					
Residential – New Low Density - Single Detached & Townhouses		Minimum permit fee \$2,250.00 OR \$125.00 Flat Rate + \$11.00 per each additional \$1000.00 in value of construction - whichever is greater - plumbing permit fees included	0.00%	exempt	Schedule V Part VI (ETA)- Exempt
Residential – Mobile Homes, Low Density, Medium Density, High Density, Additions, Alterations, etc.		\$125.00 Flat Rate + \$11.00 per each additional \$1000.00 in value of construction. - plumbing permit fees included	0.00%	exempt	Schedule V Part VI (ETA)- Exempt
ICI – New		\$125.00 Flat Rate + \$11.00 per each additional \$1000.00 in value of construction. - plumbing permit fees included	0.00%	exempt	Schedule V Part VI (ETA)- Exempt
ICI Major Alterations/Renovations/Additions (> 75,000)		\$1,000.00 Flat Rate + \$11.00 per each additional \$1000.00 in value of construction. - plumbing permit fees included	0.00%	exempt	Schedule V Part VI (ETA)- Exempt
ICI Minor Alteration/Renovations/Additions (\$75,000 or less)		\$250.00 Flat Rate + \$11.00 per each additional \$1000.00 in value of construction. - plumbing permit fees included	0.00%	exempt	Schedule V Part VI (ETA)- Exempt
Decks, Sheds, Accessory Buildings, Pools, etc.		\$125.00 Flat Rate + \$11.00 per each additional \$1000.00 in value of construction.	0.00%	exempt	Schedule V Part VI (ETA)- Exempt
Part 9 Residential Demolition		125.00	0.00%	exempt	Schedule V Part VI (ETA)- Exempt
Demolition – all others		500.00	0.00%	exempt	Schedule V Part VI (ETA)- Exempt
Water Connection, Sewer Connection or repair		125.00	0.00%	exempt	Schedule V Part VI (ETA)- Exempt
Change of Use Permit (no construction)		250.00	0.00%	exempt	Schedule V Part VI (ETA)- Exempt
Conditional Permit Agreement		250.00	0.00%	exempt	Schedule V Part VI (ETA)- Exempt
Alternative Solution Review		500.00 + cost of peer review	0.00%	exempt	Schedule V Part VI (ETA)- Exempt
Occupant Load Inspection Analysis & Report		75.00/hr	0.00%	exempt	Schedule V Part VI (ETA)- Exempt
AGCO Agency Approval		75.00	0.00%	exempt	Schedule V Part VI (ETA)- Exempt
Re-inspection		75.00	0.00%	exempt	Schedule V Part VI (ETA)- Exempt
Issue Order		100.00	0.00%	exempt	Schedule V Part VI (ETA)- Exempt
Transfer Permit		100.00	0.00%	exempt	Schedule V Part VI (ETA)- Exempt
Construction w/o Permit		Double the initial permit rate	0.00%	exempt	Schedule V Part VI (ETA)- Exempt

Item	2016 Fee	Proposed 2017 Fee	% Change	Tax	Notes
Signs					
Permit fees - signs - permanent	a)\$50.00 first \$1,000.00 of estimated	a)\$50.00 first \$1,000.00 of estimated	0.00%	exempt	Schedule V Part VI (ETA)- Exempt
Permit fees - signs - mobile	25.00	25.00	0.00%	exempt	Schedule V Part VI (ETA)- Exempt
Permit fees - sign - construction/placement without a permit	double initial permit fee	double initial permit fee	0.00%	exempt	Schedule V Part VI (ETA)- Exempt
Sign Variance - Minor Variance - Director Approval	175.00	200.00	14.29%	exempt	Schedule V Part VI (ETA)- Exempt
Sign Variance - Major Variance - Council Approval	275.00	300.00	9.09%	exempt	Schedule V Part VI (ETA)- Exempt
Sign Variance - Appeal Application	150.00	175.00	16.67%	exempt	Schedule V Part VI (ETA)- Exempt
Sign Removal - General	100.00/sign	100.00/sign	0.00%	HST	
Sign Removal - Mobile Sign	250.00/ea	250.00/ea	0.00%	HST	
Sign Removal - Posters	25.00/ea + cost to repair any	25.00/ea + cost to repair any	0.00%	HST	
Sign Removal - Temporary Signs	25.00/ea	25.00/ea	0.00%	HST	
Sign Removal - A-Frame/Sandwich Board/Sidewalk Signs	100.00/ea	100.00/ea	0.00%	HST	
Sign Removal - Banner Sign	250.00/ea	250.00/ea	0.00%	HST	
Permit fees - temporary buildings	2,000.00	2,000.00	0.00%	exempt	Schedule V Part VI (ETA)- Exempt
Permit fees - transfer of permit	50.00	50.00	0.00%	exempt	Schedule V Part VI (ETA)- Exempt
Building Licences					
Taxi Cab Driver's Licence	25.00	35.00	40.00%	exempt	Schedule V Part VI (ETA)- Exempt (As proposed in 2016 Taxi By-Law report.)
Taxi Cab Owner Stand	125.00	125.00	0.00%	exempt	Schedule V Part VI (ETA)- Exempt
Taxi Cab Owner Licence		50.00	NEW	exempt	Schedule V Part VI (ETA)- Exempt (as per proposed by-law 4051) As proposed in 2016 Taxi By-Law report.
Taxi Cab Driver Licence Renewal	15.00		-100.00%	exempt	Schedule V Part VI (ETA)- Exempt (delete - renewal not applicable as per proposed by-law 4051) Reduced reate for renewal deleted as proposed in
Taxi Cab Vehicle Licence	35.00	65.00	85.71%	exempt	Schedule V Part VI (ETA)- Exempt (as per proposed by-law 4051) As proposed in 2016 Taxi By-Law report.
Taxi Cab Vehicle Licence Renewal		50.00	NEW		Schedule V Part VI (ETA)- Exempt (as per proposed by-law 4051) As proposed in 2016 Taxi By-Law report.
Group Transportation Owner Licence		50.00	NEW		Schedule V Part VI (ETA)- Exempt (as per proposed by-law 4051) As proposed in 2016 Taxi By-Law report.
Group Transportation Drivers Licence		35.00	NEW		Schedule V Part VI (ETA)- Exempt (as per proposed by-law 4051) As proposed in 2016 Taxi By-Law report.
Group Transportation Vehicle Licence		75.00	NEW		Schedule V Part VI (ETA)- Exempt (as per proposed by-law 4051) As proposed in 2016 Taxi By-Law report.
Group Transportation Vehicle Licence Renewal		50.00	NEW		Schedule V Part VI (ETA)- Exempt (as per proposed by-law 4051) As proposed in 2016 Taxi By-Law report.
Limousine Driver's Licence	25.00	65.00	160.00%	exempt	Schedule V Part VI (ETA)- Exempt (as per proposed by-law 4051) As proposed in 2016 Taxi By-Law report.
Limousine Owner Licence	100.00	70.00	-30.00%	exempt	Schedule V Part VI (ETA)- Exempt (as per proposed by-law 4051) As proposed in 2016 Taxi By-Law report.
Limousine renewal	25.00		-100.00%	exempt	Schedule V Part VI (ETA)- Exempt (reduced renewal fee no longer
Limousine Vehicle Licence	35.00	72.00	105.71%	exempt	Schedule V Part VI (ETA)- Exempt (annual fee - as per proposed by-law
Kennel - new	100.00	100.00	0.00%	exempt	Schedule V Part VI (ETA)- Exempt
Kennel - renewal	100.00	100.00	0.00%	exempt	Schedule V Part VI (ETA)- Exempt

Item	2016 Fee	Proposed 2017 Fee	% Change	Tax	Notes
Clerk Issued Documents -Licences					Refer to Town Business Licence Bylaw for definitions and requirements for
Business Licence					
New Business	125.00	130.00	4.00%	exempt	Schedule V Part VI (ETA)- Exempt
Home occupation Business	125.00	130.00	4.00%	exempt	Schedule V Part VI (ETA)- Exempt
Business Licence per year					
Auctioneer Licence	200.00	205.00	2.50%	exempt	Schedule V Part VI (ETA)- Exempt
Pawnbroken Licence - renewal	160.00	165.00	3.13%	exempt	Schedule V Part VI (ETA)- Exempt
Pawnbroker Licence - new	2,000.00	2,000.00	0.00%	exempt	Schedule V Part VI (ETA)- Exempt
Pawnbroker Security Deposit - refundable	200.00	205.00	2.50%	exempt	Schedule V Part VI (ETA)- Exempt
Vending/Salesperson Licence	200.00	205.00	2.50%	exempt	Schedule V Part VI (ETA)- Exempt
Food Vending Licence	200.00	205.00	2.50%	exempt	Schedule V Part VI (ETA)- Exempt
Event Organizer Licence	200.00	205.00	2.50%	exempt	Does not apply to not for profit organizations
Other					
Marriage Licence	125.00	125.00	0.00%	exempt	Schedule V Part VI (ETA)- Exempt
Marriage Ceremony - Council Chambers	250.00	250.00	0.00%	HST	In Council Chambers during business hours.
Marriage Ceremony - Other Location	300.00	300.00	0.00%	HST	within Town limits - outside Town limits subject to mileage.
Witness if required	25.00	25.00	0.00%	HST	Two witnesses are required for each ceremony.
Burial Permits	20.00	20.00	0.00%	exempt	Schedule V Part VI (ETA)- Exempt
Photocopying/ Printing double sided	0.31	0.31	0.00%	HST	
Photocopying/ Printing single sided	0.27	0.27	0.00%	HST	
Comissioner of Oaths Signatures where Clerk must produce affidavit (max.	25.00	25.00	0.00%	none	pension applications and bankruptcy forms exempt. An additional \$5 will be
Commissioner of Oaths Signatures or Certified True Copies (max. 5 see	15.00	20.00	33.33%	none	maximum 5 copies , there will an additional fee of \$2.00 for each additional
Register Document on Title	150.00	175.00	16.67%	exempt	provide service & cost recovery
Remove/Release Document from Title	150.00	175.00	16.67%	exempt	provide service & cost recovery
Title Search	50.00	50.00	0.00%	exempt	provide service & cost recovery
Planning & Development					
Cash-in-lieu of parkland (consents)	550.00	550.00	0.00%	none	
Planning Application - Minor Variance	550.00	575.00	4.55%	none	
Planning Application - Minor Variance - after the fact	850.00	875.00	2.94%	none	
Planning Application - Site Plan - Minor	250.00	275.00	10.00%	none	
Planning Application - Site Plan - Minor - after construction	350.00	375.00	7.14%	none	
Planning Application - Site Plan - Major	500.00	575.00	15.00%	none	
Planning Application - Site Plan - Major - after construction	850.00	925.00	8.82%	none	
Planning Application - Site Plan - Amendment Application	150.00	150.00	0.00%	none	
Planning Application - Site Plan - Amendment Application after-the-fact	250.00	250.00	0.00%	none	
Planning Application - Zone Change- prior to use	650.00	675.00	3.85%	none	
Planning Application - Zone Change- after use has occupied	1,150.00	1,175.00	2.17%	none	
Planning Application - Zoning - Removal of (H)	200.00	200.00	0.00%	none	
Subdivision Certificate	40.00	45.00	12.50%	none	
Zoning Certificate	40.00	45.00	12.50%	exempt	Schedule V Part VI (ETA)- Exempt
Planning - Preservicing Agreement Administration fee	1,200.00	1,200.00	0.00%	HST	
Encroachment Agreement Permit Fee	1,000.00	1,000.00	0.00%	exempt	Schedule V Part VI (ETA)- Exempt

Finance

Item	2016 Fee	Proposed 2017 Fee	% Change	Tax	Unit	Notes
Corporate						
Photocopying/ Printing double sided	0.31	0.31	0.00%	HST	per page	
Photocopying/ Printing single sided	0.27	0.27	0.00%	HST	per page	
Interest on overdue accounts	0.15	0.15	0.00%	HST		
Tax Department						
Tax certificate	50.00	50.00	0.00%	exempt	each	
Tax registration service costs	2,100.00	3,000.00	42.86%	exempt	each	
Tax Bill reprint	10.00	10.00	0.00%	exempt	each	
Tax receipt	10.00	10.00	0.00%	exempt	each	
Water/Sewer Admin Charge	45.00	45.00	0.00%	exempt	each	New fee
Corporate						
NSF Fee	35.00	35.00	0.00%	exempt	each	

Programs	2016 Fee	Proposed 2017 Fee	% Change	Tax	Unit	Notes
Community Centre - Aquatics						
Aquafit - 10 passes	49.00	49.00	0%	HST	10 passes	UFS applicable
Aerobics - 10 passes	49.00	49.00	0%	HST	10 passes	UFS applicable
Aquafit - 20 passes	77.50	77.50	0%	HST	20 passes	UFS applicable
Aquatfit/Aerobics Classes - 50 passes	154.00	154.00	0%	HST	50 passes	
Aquafit/Aerobics Classes - 100 passes	272.00	272.00	0%	HST	100 passes	
Aerobics - 20 passes	77.50	77.50	0%	HST	20 passes	UFS applicable
Aerobics - 5 passes	34.50	34.50	0%	HST	5 passes	UFS applicable
Moms Pops and Tots	52.00		-100%	Exempt	8 lessons	Schedule V, Part VI
30 minute Swimming Lesson	52.00	52.00	0%	Exempt	8 lessons	Schedule V, Part VI, UFS Applicable
45 minute Swimming Lesson	55.00	55.00	0%	Exempt	8 lessons	Schedule V, Part VI, UFS Applicable
60 minute Swimming Lesson	58.00	58.00	0%	Exempt	8 lessons	Schedule V, Part VI, UFS Applicable
Bronze Star	60.00	60.00	0%	HST	course	UFS applicable
Bronze Medallion	74.50	74.50	0%	HST	per course	UFS applicable
Bronze Cross	74.50	74.50	0%	HST	per course	UFS applicable
First Aid	74.50	74.50	0%	HST	per course	UFS applicable
First Aid Recert	52.00	52.00	0%	HST	per course	UFS applicable
National Lifeguard	206.00	206.00	0%	HST	per course	UFS applicable
National Lifeguard Recert	49.00	49.00	0%	HST	per course	UFS applicable
Assistant Swimming Instructors School	63.50	63.50	0%	HST	per course	UFS applicable
Additional Fee	26.25	26.25	0%	HST	per course	UFS applicable
Swim for Life Instructors School	100.50	100.50	0%	HST	per course	UFS applicable
Lifesaving Instructors	100.50	100.50	0%	HST	per course	UFS applicable
Swim/Lifesaving Instructors	206.00	206.00	0%	HST	per course	UFS applicable
Semi Private Lessons (14+ years)	108.00	108.00	0%	HST	6 classes	UFS applicable
Semi Private Lessons	108.00	108.00	0%	none	6 lessons	Youth, UFS applicable
Lifesaving Sport Fundamentals	56.00	56.00	0%	none	8 lessons	Youth
Swim Synchro Swimming Lessons	56.00	56.00	0%	none	8 lessons	Youth
Synchronized Swimming Team	476.00	476.00	0%	none	9 Months	Youth, UFS applicable
First Aid Instructor	99.00	101.00	2%	HST	per course	
National Lifeguard Instructor	145.00	145.00	0%	HST	per course	UFS applicable
Examiner Standards/Advanced Instructors	36.50	36.50	0%	HST	per course	UFS applicable
Pleasure Craft Operator License	47.00	48.00	2%	HST	per course	

Programs	2016 Fee	Proposed 2017 Fee	% Change	Tax	Unit	Notes
Community Centre - classes, courses, and camps						
Abs Only	31.50	32.00	2%	HST	6 lessons	
Ballroom Dancing	91.80		-100%	HST	10 lessons	
Best Loser Challenge	102.00		-100%	HST	12 lessons	
Adult Friendly Badminton	66.00	67.00	2%	HST	13 lessons	
Baby & Me	54.40	55.00			12 lessons	
Babysitting Course	51.00	52.00	2%	Exempt	8hr course	Schedule V, Part VI
Beginner Fitness	41.50		-100%	HST	6 lessons	
Birthday Parties	169.00	172.00	2%	HST	per party	
Birthday Parties - Additional Child	15.50	15.75	2%	HST	per person	
Boot Camp	40.80		-100%	HST	6 lessons	
Cardio Kickboxing	40.80		-100%	HST	6 lessons	
Bride to Be Personal Training-3 mo.	260.10	265.00	2%	HST	per membership	
Bride to Be Personal Training-5 mo.	431.75	439.00	2%	HST	per membership	
Bus Trip - Base (Youth Trips)	48.25	49.00	2%	HST	per trip	
Bus Trip - Base + Coach (Day Trips)	83.25	85.00	2%	HST	per trip	
Dance 30 min class	42.00	43.00	2%	Exempt	8 lessons	Schedule V, Part VI
Dance 45 min class	55.50	56.50	2%	Exempt	8 lessons	
Dance 60 min class	63.50	64.50	2%	Exempt	8 lessons	Schedule V, Part VI
Fitness classes (includes Fitness, Baby & Me, Yoga)	25.50	26.00	2%		6 lessons	
Fitness for Teens	66.30	67.50	2%	HST	8 lessons	
Stability Ball	40.80		-100%	HST	6 lessons	
Karate - Kids Karate	56.00	57.00	2%	Exempt	12 lessons	Schedule V, Part VI
Karate - Tiny Tigers	45.00	46.00	2%	Exempt	12 lessons	Schedule V, Part VI
PreSchool Program	83.25		-100%	Exempt		Schedule V, Part VI
Learn to Run (Clinic)	67.00	68.50	2%	HST	12 lessons	
Speed Skating	101.00	103.00	2%	Exempt	8 lessons	
Step Class	41.50		-100%	HST	6 lessons	
T'burg Girls - Drop in Workshop	10.00	10.00	0%	included	per night	
Workshops - 1/2 day	25.50	26.00	2%	HST		
Workshops - Specialty Course	76.50	78.00	2%	HST		
Workshops - 8 hours	102.00	104.00	2%	HST		
Yoga	25.50	26.00	2%	HST	6 lessons	
Youth Boys/Girls Volleyball	92.77	95.00	2%	HST	12 lessons	
Youth Co-Ed Basketball Gr 5/6	83.25	85.00	2%	HST	12 lessons	
Youth March Break Program - daily	31.25		-100%	Exempt	daily	Schedule V, Part VI
Youth Camp - week	127.00	129.00	2%	Exempt	week	Schedule V, Part VI
Youth Camp day	31.25	32.00	2%	Exempt	daily	Schedule V, Part VI
Youth Camp Lunch	5.50	5.75	5%	Exempt	each	Schedule V, Part VI
Youth Camp Special	175.00	178.00	2%	Exempt	week	Schedule V, Part VI
Youth Summer Camp week	127.00		-100%	Exempt	weekly	Schedule V, Part VI
Youth Camp - short week	102.00	104.00	2%	Exempt		Schedule V, Part VI
Cancellations less than 24 hours notice	70% of registration	70% of registration				
Community Centre - Events						
Run - 10km - day of registration	50.00	51.00	2%	HST	per person	Ties in with area races
Run - 10km - regular registration	40.00	41.00		HST	per person	
Run - 10km - early bird registration	35.00	36.00	3%	HST	per person	T Shirt included
Run - 5km - regular registration	35.00	36.00	3%	HST	per person	Ties in with area races
Run - 5km - early bird registration	30.00	31.00	3%	HST	per person	T Shirt included
Run - 5km - day of registration	45.00	46.00	2%	HST	per person	
Bike Tour - 25km	20.00	20.00	0%	HST	per person	
Bike Tour - 40km	40.00	40.00	0%	HST	per person	
Bike Tour - 100km	60.00	60.00	0%	HST	per person	
Bike Tour - 100mi	80.00	80.00	0%	HST	per person	

Programs	2016 Fee	Proposed 2017 Fee	% Change	Tax	Unit	Notes
Community Centre - Facility Rentals						
Arena - Weekdays before 5pm & after 11pm	88.50	90.00	2%	HST	hour	Effective 2016 Summer/Fall
Arena - Non prime time	86.70		-100%	HST	hour	
Arena - Weekdays after 5pm & weekends	165.50	168.00	2%	HST	hour	Effective 2016 Summer/Fall
Arena - Minor	116.00	118.00	2%	HST	hour	
Arena - Shinny	5.25	5.50	5%	HST	per person	
Arena - Ice Flat Rate	400.00	408.00	2%	HST	per day	
Arena Floor - Commercial	2,113.58	2,150.00	2%	HST	per day	
Arena Floor - Full Use	1,590.00	1,620.00	2%	HST	per day	
Arena Floor - Flat Fee (no set up)	520.00	530.00	2%	HST	per day	
Arena Floor - Chilled Floor (additional fee)	2,000.00	2,040.00	2%	HST	per day	
Arena Floor - Hourly League Fee	64.26	65.50	2%	HST	per hour	
Arena Floor - Set up Day/Tear Down Day	795.00	810.00	2%	HST	per day	
Arena Storage Room A	25.00		-100%	HST	per month	
Arena Storage Room B	15.00		-100%	HST	per month	
Arena Storage Room C	5.00		-100%	HST	per month	
Arena - Mini Pad w/ equipment	71.40		-100%	HST	hour	
Arena - Mini Pad	42.50	43.50	2%	HST	hour	
Auditorium - Friday or Saturday	505.08	510.00	1%	HST	per day	
Auditorium - Sunday - Thursday	278.44	285.00	2%	HST	per evening	
Auditorium - Hourly	56.30	57.50	2%	HST		
Room Set up & Decorating Fee (Day before)	105.00	107.00	2%	HST		
Ball Diamond - Occasional Use	75.00	76.50	2%	HST	per day	
Ball Diamond - Seasonal Youth Team	75.00	76.50	2%	HST		
Ball Diamond - Seasonal Team Practice	265.00	270.00	2%	HST	per team	
Ball Diamond - Seasonal Adult Team	435.00	445.00	2%	HST	per team	
Ball Diamond - 2-day Tournament (Annandale Diamonds)	510.00	525.00	3%	HST	2 days	
Ball Diamond - Tournament per diamond per day	75.00	76.50	2%	HST	per diamond/day	
Ball Diamond - portable washrooms - 1 day tournament		200.00		HST	2 units	new, per event
Ball Diamond - portable washrooms - 2 day tournament		250.00		HST	2 units	new, per event
Tractor with Groomer - Prep Friday		76.00		HST	per event	new, per event
Tractor with Groomer - Prep Saturday		38.00		HST	per event	new, per event
Tractor with Groomer - Prep Sunday		38.00		HST	per event	new, per event
Tractor with Groomer - Repair Monday		76.00		HST	per event	new, per event
Administrative Fees		100.00		HST	per event	new, per event
Site clean up - 1 or 2 day event		162.75		HST	3 staff	new, per event
Ball Diamond - Keys	11.25	11.50	2%	HST		
Coronation Park Pavilion	53.00		-100%	HST	per day	
Damage Deposit	500.00	500.00	0%	None		
Den - Fri or Sat	170.00	174.00	2%	HST	per day	
Den - Sun - Thursday	125.00	127.00	2%	HST	per day	
Den - Hourly	30.00	30.50	2%	HST		
Entire TCC Building - 1 arena 9am-4pm	2,000.00	2,030.00	2%	HST		
Entire TCC Building - 2 arenas 9am-4pm	2,500.00	2,550.00	2%	HST		
Gibson House	66.05	67.50	2%	HST	per day	
Gibson House - Hourly	25.50	26.00	2%	HST	per hour	
Kinsmen Canteen	25.50	26.00	2%	HST	per day	
Lobby Area	30.60	31.25	2%	HST		
Marwood B or C	64.75	66.00	2%	HST	per day	
Marwood BC	129.50	132.00	2%	HST	per day	
Marwood B or C - Hourly	25.00	25.50	2%	HST		
Marwood BC - Hourly	30.00	30.50	2%	HST		
Memorial Pavilion (full)	86.00	88.00	2%	HST	per day	
Memorial Pavilion (half)	54.00	55.00	2%	HST	per day	
Newman Park Gazebo	52.50	53.50	2%	HST	per day	
Parking Lot	105.00	107.00	2%	HST	per day	New
Rotary Room	66.05	67.50	2%	HST		
Rotary Room - Hourly	25.50	26.00	2%	HST		
Rowing Club per month	92.77	95.00	2%	HST		

Programs	2016 Fee	Proposed 2017 Fee	% Change	Tax	Unit	Notes
School Lessons	3.60	3.60	0%	Exempt	per person	Youth, UFS applicable
Swim to Survive Rentals	87.75	87.75	0%	Exempt	per hour	Youth, UFS applicable
SWA Office	25.50	-	-100%	HST		Deleted
Swim Team	42.13	42.13	0%	HST	per hour	UFS applicable
Swim Team - Shared	23.61	23.61	0%	HST	per hour	UFS applicable
Swim Meet	301.10	301.10	0%	HST	per weekend	UFS applicable
Swim Meet Evening	150.54	150.54	0%	HST		UFS applicable
Storage Pool Deck	26.01	26.50	2%	HST	per month	
Swim Lane		15.00		HST	per hour	New
Storage Rooms	104.04	106.00	2%	HST	per contract	
Storage Office A	25.50	26.00	2%	HST	per month	
Storage Office B	15.30	15.65	2%	HST	per month	
Storage Office C	5.25	5.35	2%	HST	per month	
Pool - 0-50 swimmers	85.68	85.68	0%	HST	per hour	UFS applicable
Pool - 101+swimmers	218.28	218.28	0%	HST	per hour	UFS applicable
Pool - 51-100 swimmers	116.28	116.28	0%	HST	per hour	UFS applicable
Ticket Ice - 10 ePunch	7.00	7.15	2%	HST	each	Change in HST application
WaterPark - 0-100 swimmers	312.12	312.12	0%	HST	hour	UFS applicable
WaterPark- 0-100 swimmers - extra half hour	208.08	208.08	0%	HST	add. Half hr.	UFS applicable
Waterpark 101-300 swimmers	424.48	424.48	0%	HST	hour	UFS applicable
Waterpark 101-300 swimmers - extra half hour	312.12	312.12	0%	HST	add. Half hr.	UFS applicable
Waterpark 300+ swimmers	572.22	572.22	0%	HST	hour	UFS applicable
Waterpark 300+ swimmers - extra half hour	452.57	452.57	0%	HST	add. Half hr.	UFS applicable
Waterpark Board of Ed 100 swimmers	276.90	276.90	0%	HST	hour	UFS applicable
Waterpark Board of Ed 100 swimmers add. Hr.	153.83	153.83	0%	HST	add. Half hr.	UFS applicable
Waterpark Board of Ed 100+ swimmers	492.27	492.27	0%	HST	hour	UFS applicable
Waterpark Board of Ed 100+ swimmers add. Hr.	246.14	246.14	0%	HST	add. Half hr.	UFS applicable

Programs	2016 Fee	Proposed 2017 Fee	% Change	Tax	Unit	Notes
Community Centre - Leagues and Memberships						
Adult League - Individual	56.10	57.00	2%	HST	each	
Adult League - Team	362.10	368.00	2%	HST	per team	
Court Membership - Adult	50.00	51.00	2%	HST	Seasonal	
Court Membership - Youth	18.00	18.30	2%	HST	Seasonal	
Disc Golf - Deposit	20.00	20.00	0%	N/A		
Disc Golf - Set	33.00	33.00	0%	HST	each	
Disc Golf - Single	12.50	12.50	0%	HST	each	
Tennis Lessons - 1 hour	80.00	81.50	2%	HST	8 lessons	
Tennis Lessons - 1/2 hour	35.00	35.75	2%	HST	8 lessons	Youth
Tennis Advanced Lessons - 1 hour		85.00	0%	HST	8 lessons	New
Membership - Aqua Fit/Aqua Jogging - 12 mo	296.06	301.00	2%	HST	12 month	UFS applicable
Membership - Parent Pass	33.96	34.50	2%	HST	6 weeks	
Membership - Personal Training - 10	190.65	194.00	2%	HST	10 sessions 1 hr	
Membership - Personal Training - 5	106.10	108.00	2%	HST	5 sessions 1 hr	
Membership - Pool - 12 month	187.27	191.00	2%	HST	each	UFS applicable
Membership - Pool - 6 month	131.10	134.00	2%	HST	each	UFS applicable
Membership - Pool 20 Punch Card Pass	62.40	63.50	2%	HST	each	UFS applicable
Membership - Weight Training	53.58	54.50	2%	HST	up to 6 hours	
Membership - HC Adult - 01 month	69.19	70.50	2%	HST	1 month	
Membership - HC Adult - 03 month	182.07	185.00	2%	HST	3 month	
Membership - HC Adult - 06 month	265.30	270.00	2%	HST	6 month	
Membership - HC Adult - 12 month	407.84	414.00	2%	HST	12 month	
Membership - HC Adult - 5 punch card pass	40.30	41.10	2%	HST	5 visits	
Membership - HC Adult - 20 Punch Card Pass	161.26	164.00	2%	HST	20 Visits	
Membership - HC Family - 01 month	156.06	159.00	2%	HST	1 month	
Membership - HC Family - 03 month	390.15	397.00	2%	HST	3 month	
Membership - HC Family - 06 month	582.62	592.00	2%	HST	6 month	
Membership - HC Family - 12 month	816.71	830.00	2%	HST	12 month	
Membership - HC Student/Senior - 01 month	55.94	57.00	2%	HST	1 month	
Membership - HC Student/Senior - 03 month	153.85	157.00	2%	HST	3 month	
Membership - HC Student/Senior - 06 month	190.23	194.00	2%	HST	6 month	
Membership - HC Student/Senior - 12 month	300.72	306.00	2%	HST	12 month	
Membership - Student - 5 Passes	23.00	23.50	2%	HST	5 visits	
Membership- Student - 20 Passes	75.00	76.50	2%	HST		
Membership - HC Glendale Student	92.08	94.00	2%	HST	5 Month	
Membership - Special - Adult	265.12	270.00	2%	HST	12 month	
Membership - Special - Student/Senior	195.47	200.00	2%	HST	12 month	
Membership - Special - Under 14	55.04	56.00	2%	HST	12 month	
Membership - Replacement Card	5.00	5.00	0%	HST	each	
Membership - Squash Adult - 01 month	67.14	68.50	2%	HST	1 month	
Membership - Squash Adult - 03 month	176.23	179.00	2%	HST	1 month	
Membership - Squash Adult - 06 month	258.76	263.00	2%	HST	1 month	
Membership - Squash Adult - 20 punch card pass	83.23	85.00	2%	HST	1 month	
Membership - Squash Family - 01 month	151.06	154.00	2%	HST	1 month	
Membership - Squash Family - 03 month	377.64	384.00	2%	HST	1 month	
Membership - Squash Family - 06 month	567.87	577.00	2%	HST	1 month	
Membership - Squash Student - 01 month	55.94	57.00	2%	HST	1 month	
Membership - Squash Student - 03 month	153.85	157.00	2%	HST	1 month	
Membership - Squash Student - 06 month	190.23	194.00	2%	HST	1 month	

Programs	2016 Fee	Proposed 2017 Fee	% Change	Tax	Unit	Notes
Pay as you go - Admission						
Aquatfit Class	7.50	7.50	0%	HST included	each	UFS applicable
Board of Education - Squash/HC	2.75	2.75	0%	HST included		
Board of Education - Arena/Pool	3.00	3.00	0%	HST included		
Court Fee	5.00	5.00	0%	HST included		
Health Club Adult	10.50	10.50	0%	HST included	each	
Health Club - Youth	4.75	4.75	0%	HST included	each	Min Age of 12
Squash	10.75	10.75	0%	HST included	per court (1 hr)	
Roller Skate - Admission No skate rental	2.00	2.00	0%	HST included		
Roller Skate - Admission With skate rental	5.00	5.00	0%	HST included		
Swim Child	2.00	2.00	0%	HST included	each	UFS applicable
Swim Family	9.00	9.00	0%	HST included	each	UFS applicable
Swim - Over 14	4.25	4.25	0%	HST included	each	UFS applicable
Skate Child	2.00	2.00	0%	HST included	each	
Skate Family	9.00	9.00	0%	HST included	each	
Skate - Over 14	4.25	4.25	0%	HST included	each	
Wallyball	11.50	11.50	0%	HST included	per court (1 hr)	
Waterpark 2-5 yrs	-	-	0%	HST included	each	
Waterpark 60 years & over	4.50	4.50	0%	HST included	each	UFS applicable
Waterpark 60 years & Over Half Price	2.25	2.25	0%	HST included	each	UFS applicable
Waterpark 6-14 yrs	4.00	4.00	0%	HST included	each	UFS applicable
Waterpark 6-14 yrs Half Price	2.00	2.00	0%	HST included	each	UFS applicable
Waterpark Additional Family Member	2.00	2.00	0%	HST included		UFS applicable
Waterpark Adult	6.75	6.75	0%	HST included	each	UFS applicable
Waterpark Adult Half Price	3.40	3.40	0%	HST included	each	UFS applicable
Waterpark Family	24.50	24.50	0%	HST included	per family of 5	UFS applicable
Waterpark Family Half Price	12.25	12.25	0%	HST included	per family of 5	UFS applicable
Waterpark Grandparents Day	-	-	0%	HST included		
Waterpark Tillsonburg Resident Pass (6 +)	25.00	30.00	20%	HST	per person	
Waterpark Non-resident Pass (Youth & Srs 60+)	40.00	42.00	5%	HST	per person	
Waterpark Non-resident Pass (Adult under 60)	60.00	62.00	3%	HST	per person	

Programs	2016 Fee	Proposed 2017 Fee	% Change	Tax	Unit	Notes
Community Centre - Other fees						
Admin - Refund Admin Fee	15.00	15.00	0%	Exempt	each	
Admin - Reprint receipt	5.00	5.00	0%	Exempt	each	
Admin - Consolidated Receipts (Child Tax Credit)	10.00	10.00	0%	HST		
Admin - Copies - Single sided	0.27	0.27	0%	HST		
Admin - Copies - Double sided	0.31	0.31	0%	HST		
UFS - Indoor Pool Resident User Fee Surcharge		1.00			each	New
UFS - Indoor Pool Non-Resident User Fee Surcharge		1.50			each	New
UFS - Outdoor Pool Resident User Fee Surcharge		1.00			each	New
UFS - Outdoor Pool Non-Resident User Fee Surcharge		1.50			each	New
Audio/Visual - Cordless Microphones	21.00	21.50	2%	HST		
Audio/Visual - TV/DVD Sound System	21.00	21.50	2%	HST		
Camping - Non Serviced per site	30.60	31.25	2%	HST		
Camping - Serviced per site	51.00	52.00	2%	HST		
Memorial Tree	510.00	600.00	18%	HST		Increased cost, contribution to care reserve
Memorial Bench	1,020.00	1,200.00	18%	HST		Increased cost, contribution to care reserve
Rentals - 8' wooden tables	5.25	5.35	2%	HST		
Rentals - Black plastic chairs	2.05	2.10	2%	HST	each	
Delivery of Table & Chairs(per round trip)	25.50	26.00	2%	HST		
Rentals - Black curtains/hardware rental per foot	2.50	2.55	2%	HST		
Rentals - 10' x 10' Outdoor Shelters/Tents	25.00	25.50	2%	HST		
Rentals - 10' x 20' Outdoor Shelters/Tents	100.00	102.00	2%	HST		
ADVERTISING						
10% - 30% Reductions may apply to multiple advertising						A 2nd advertisement gets 10% off both, a 3rd ad gets 20% off all 3 and a 4th ad gets 30% off the total for all 4.
Advertising - Memorial Arena Board Back Lit	1,020.00	1,040.00	2%	HST	each	
Advertising - Community Arena Backlit	510.00	520.00	2%			
Advertising - Memorial Arena Board	663.00	675.00	2%	HST	each	
Advertising - Community Arena Board	408.00	415.00	2%	HST	each	
Advertising - Ice Re-Surfacers - Side	510.00	520.00	2%	HST		
Advertising - Ice Re-Surfacers - Top	1,020.00	1,040.00	2%	HST		
Advertising - Ice Re-Surfacers - 3 sides	2,260.00	2,300.00	2%	HST		
Advertising - Inside Front Page	1,500.00	1,525.00	2%	HST	each	
Advertising - Back Page	2,000.00	2,040.00	2%	HST	each	
Advertising - Brochure 1/8 page	102.00	104.00	2%	HST	each	
Advertising - Brochure 1/4 page	178.50	182.00	2%	HST	each	
Advertising - Brochure 1/2 page	306.00	311.00	2%	HST	each	
Advertising - Brochure Full page	612.00	622.00	2%	HST	each	
Advertising - Brochure Full page (internal corporate)	200.00	204.00	2%	N/A	each	
Advertising - Miscellaneous	102.00	104.00	2%	HST	each	
Advertising - Digital Ad Set up	20.00	20.30	2%	HST		
Advertising - Digital Ad - Monthly(min. 3 mos term)	50.00	51.00	2%	HST		
Advertising - Digital Ad - Tournament/Special Events	50.00	51.00	2%	HST		
Advertising - Fence - Per Season	112.00	114.00	2%	HST	per season	
Advertising - Fence - Per Year	224.40	228.00	2%	HST	annually	

Fire

Item	2016 Fee	Proposed 2017 Fee	% Change	Tax	Unit	Notes
Fire						
Fee for response to a nuisance fire alarm - first incident in 12 month period	210.00	214.20	2.00%	Exempt	per alarm	first incident, caused by negligant act
Fee for each fire apparatus dispatched to a specific address in response to a nuisance false alarm AFTER the first incident in 12 month period	\$450/hr + \$225/ each half hr thereafter	\$459.45/hr + \$229.73/ each hald hr thereafter	2% (based on MTO set rate)	Exempt	per hour or half hour	subsequent incidents based on two apparatus dispatched to the alarm.
Response to false alarms in building required by the Ontario Building Code where work is being done on the system and the owner or his agent fails to notify the Fire Department	\$450/hr + \$225/ each half hr thereafter	\$459.45/hr + \$229.73/ each hald hr thereafter	2% (based on MTO set rate)	Exempt	per hour or half hour	each incident based on two apparatus dispatched to the alarm.
Fee for each fire apparatus dispatched to the scene of a motor vehicle accident and providing fire protection or other emergency services.	\$450/hr + \$225/ each half hr thereafter	\$459.45/hr + \$229.73/ each hald hr thereafter	2% (based on MTO set rate)	Exempt	per hour or half hour + materials	Where possible this fee will be charged to insurance company of vehicle owner, otherwise the fee is chargeable to the registered owner of the vehicle.
Fee for each fire apparatus dispatched to the scene of a motor vehicle fire and providing fire protection or other emergency services.	\$450/hr + \$225/ each half hr thereafter	\$459.45/hr + \$229.73/ each hald hr thereafter	2% (based on MTO set rate)	Exempt	per hour or half hour + materials	Where possible this fee will be charged to insurance company of vehicle owner, otherwise the fee is chargeable to the registered owner of the vehicle.
Fee for each fire apparatus dispatched to the scene of a motor vehicle accident or at the scene of a motor vehicle fire and providing fire protection or other emergency services on a provincial highway.	\$450/hr + \$225/ each half hr thereafter	\$459.45/hr + \$229.73/ each hald hr thereafter	2% (based on MTO set rate)	Exempt	per hour or half hour + materials	This fee will be charged to the Ministry of Transportation for all vehicle accident or vehicle fire related services that occur on provincial highways.
Fee for each fire apparatus dispatched to Natural Gas Leak	\$450/hr + \$225/ each half hr thereafter	\$459.45/hr + \$229.73/ each hald hr thereafter	2% (based on MTO set rate)	Exempt	per hour or half hour + materials	This fee is chargeable where the fire department responds and determines that a natural gas incident has been caused directly by a person or company.
Fee for each fire apparatus dispatched to a Hazardous Materials Incident.	\$450/hr + \$225/ each half hr thereafter	\$459.45/hr + \$229.73/ each hald hr thereafter	2% (based on MTO set rate)	Exempt	per hour or half hour + materials	This fee is chargeable to the person or company that has control of a Hazardous Material that's release has resulted in the response of the fire department.
Fee for each fire apparatus assigned to a fire watch authorized by Fire Chief	\$450/hr + \$225/ each half hr thereafter	\$459.45/hr + \$229.73/ each hald hr thereafter	2% (based on MTO set rate)	Exempt	per hour or half hour	This fee is charged to the insurance company of the registered owner of a property, otherwise the registered owner of the property where in the opinion of the fire chief or his designate a fire is likely to occur.
Additional Fire department expense incurred during an emergency required to mitigate the emergency	actual costs			Exempt		This fee is charged to the insurance company of the registered owner of a property, otherwise the registered owner of the property where in the opinion of the fire chief or his designate it is necessary to employ heavy equipment to extinguish a fire or protect adjacent properties from the spread of fire.
Fire Incident Report	104.00	106.10	2.02%	HST	each	
Fire Investigation report	209.00	213.20	2.01%	HST	each	
Fee to conduct a file search for outstanding orders/ inspection reports and respond by letter	81.50	83.15	2.02%	HST	each request	
Fee to conduct a requested inspection of a commercial, industrial, or institutional building less than 930m2 (10,000 sq.ft.)	209.00	213.20	2.01%	HST	each	OBC Classification A, B, D, E & F. Residential (OBC C) removed for 2015 and listed separate.
Each additional 185m2 (2000 sq.ft.) in a commercial, industrial or institutional building	31.00	31.65	2.10%	HST	each	New fee for additional area over base fee
Fee to conduct a requested inspection of a residential building up to and including 4 suites or apartments	204.00	208.10	2.01%	HST	each	OBC Classification C. Separated from other occupancies for 2015.
Each additional suite or apartment over base fee	31.00	31.65	2.10%	HST	each	New fee for additonal unit(s). Fee per apartment over base fee.
Fee to conduct a requested inspection of any licensed occupancy excluding a daycare	160.00	163.20	2.00%	HST	each	
Fee to conduct a requested inspection of a daycare facility	80.00	81.60	2.00%	HST	each	
Fee to conduct verification of fire drill scenario	127.00	175.00	37.80%	HST	each	For verifying fire drills are conducted within established time limits in occupancies with vulnerable occupants. Cost trecovey of labour.
Business License Inspection	78.50	80.10	2.04%	Exempt	each	

Fire

Item	2016 Fee	Proposed 2017 Fee	% Change	Tax	Unit	Notes
Fee to conduct any requested inspection above that is in compliance with the Fire Code at initial inspection	- 50.00	- 50.00	0.00%	HST	each	Credit
Fee to conduct each required re-inspection after one verification re-inspection	same as original	same as original		HST	each	Subsequent inspections following the second. Fee charged to registered owner.
Residential carbon monoxide alarm or smoke alarm left with a homeowner on loan	77.00	78.54	2.00%	HST, if not returned	per detector not returned	Fee charged if loaner alarm not returned within two (2) weeks of being left on site.
Fire department approval as part of a Demolition Permit issued by the Building Department.	102.00	104.00	1.96%	HST	each	
Fee to review an application for a licence to sell Consumer Fireworks (F.1) including a site inspection and review of Fire Safety Plan	172.00	175.45	2.01%	HST	each	
Fee to review an application for a Display Fireworks (F.2) event	127.00	129.50	1.97%	HST	each	Town of Tillsonburg sponsored event are exempt from this fee.
Fee to review an application for a licence to conduct a Pyrotechnics (F.3) display including a site inspection and review of Fire Safety Plan	202.00	206.00	1.98%	HST	each	
Fee to issue open air burn permit	106.50	108.65	2.02%	HST	each	
Fee to review a fire safety plan excluding any such review required as part of a property inspection for which a fee has been set in this by-law.	56.00	57.15	2.05%	HST	each	
Fee to review and/or approve a Level 1 Risk Management Plan as part of an application to the TSSA for a licence to store propane.	305.00	311.10	2.00%	HST	each	
Fee to review and/or approve a Level 2 Risk Management Plan as part of an application to the TSSA for a licence to store propane	\$750 plus actual costs to retain a 3rd part	\$750 plus actual costs to retain a 3rd part		HST	each	
Fee for facilitating fire safety training	107.00	109.15	2.01%	HST	per hour	plus cost of materials
Fees to facilitate public education presentations, station tours, and lectures for non-resident organizations and individuals	51.00	52.00	1.96%	HST	per hour	plus cost of materials
Fee to recharge self-contained breathing air cylinders	30.75	31.35	1.95%	HST	per cylinder	Excludes customers with special agreement
Fee to recharge self-contained breathing air cylinders, under a special agreement with SWOX and Bayham Fire Depts	1,300.00	1,300.00	0.00%	HST	per year	to increase by \$100 each year through to 2015
Fee to clean set of bunker gear	2.55	2.60	1.96%	HST	each	
Rental of Training Room (excluding emergency services)	210.00	214.20	2.00%	HST	per day	

Museum

Item	2016 Fee	Proposed 2017 Fee	% Change	Tax	Unit	Notes
Museum						
Museum-Admission-Adult	5.31	5.31	0%	HST	daily	
Museum-Admission-Annual-Family Rate	45.00	45.00	0%	HST	yearly	
Museum-Admission-Annual-Individual	20.00	20.00	0%	HST	yearly	
Museum-Admission-Child	2.21	2.21	0%	HST	daily	
Museum-Admission-Family Rate	10.62	10.62	0%	HST	daily	
Museum-Admission-Group Rate	4.00	4.00	0%	HST	daily	
Museum-Admission-Senior	4.42	4.42	0%	HST	daily	
Museum-Admission-Student	3.00	3.00	0%	HST	daily	
Museum Volunteer-Admission-Free	-	-	0%			Free
Museum-Permission Fees-Personal Use	2.50	2.50	0%	HST	each	
Museum-Permission Fees-Publication Use	5.50	5.50	0%	HST	each	
Museum-Rentals-Audio Visual Equipment-Corporate	-	-	0%			
Museum-Rentals-Program Room or Grounds & Gardens - 25 - 50 people	50.00	50.00	0%	HST	each	
Museum-Rentals-Grounds & Gardens-Corporate	50.00	50.00	0%	HST	each	
Museum-Rentals-Kitchen	25.00	25.00	0%	HST	each	
Museum-Rentals-Kitchen - Corporate	35.00	35.00	0%	HST	each	
Museum-Rentals-Program Room	50.00	50.00	0%	HST	half day	
Museum-Rentals-Program Room	75.00	75.00	0%	HST	full day	
Museum-Rentals-Program Room-Corporate	75.00	75.00	0%	HST	half day	
Museum-Rentals-Program Room-Corporate	100.00	100.00	0%	HST	full day	
Museum-Rentals-Tour Surcharge-Groups 100-150	100.00	100.00	0%	HST	each	
Museum-Rentals-Tour Surcharge-Groups 25-50	60.00	60.00	0%	HST	each	
Museum-Rentals-Tour Surcharge-Groups 51-100	75.00	75.00	0%	HST	each	
Museum-Seasonal Childrens Programs	20.00	20.00	0%		each	
Museum-Seasonal Childrens Programs- 2nd Child	18.00	18.00	0%		each	
Museum- School Program- per student (1 hour)	2.50	2.50	0%		each	
Museum - School Program - per student (2 hours)	3.50	3.50	0%		each	
Museum- Special Event - Adult program	5.00	5.00	0%	HST	each	
Museum - Special Event- Adult program	7.00	7.00	0%	HST	each	

Museum

Item	2016 Fee	Proposed 2017 Fee	% Change	Tax	Unit	Notes
Museum - Special Event - Adult program	10.00	10.00	0%	HST	each	
Museum - Special Event - Adult program	12.00	12.00	0%	HST	each	
Museum-Slide Show Presentations-Off Site	40.00	40.00	0%	HST	each	
Museum-Slide Show Presentations-On Site	30.00	30.00	0%	HST	each	
Museum-Admission - Pratt Gallery only	2.50	2.50	0%	HST	each	
Museum- Special Event- Lunch & Learn Series Pass	70.00	80.00	14%	HST		
Museum- Special Event - Lunch & Learn- Single Pass	20.00	25.00	25%	HST		
Museum - Special Event - Women's Day Luncheon	30.00	30.00	0%	HST		
Museum- Special Event Tea	15.00	15.00	0%	HST		
Museum - Special Event - Dinner	55.00	55.00	0%	HST	per event	
Museum - Special Event - Performance	40.00	40.00	0%	HST		New Fee
Workshops	35.00	35.00	0%	HST	per event	
Workshops	55.00	55.00	0%	HST	per event day	
Workshops	75.00	75.00	0%	HST	per event day	
Workshops	100.00	100.00	0%	HST	per event day	
Show Tickets	45.00	45.00	0%	HST	flat fee	
Museum- Culture Tillsonburg Event Ticket	20.00	20.00	0%	HST		
Museum- Culture Tillsonburg Event Ticket	25.00	25.00	0%	HST		
Museum- Culture Tillsonburg Event Ticket	30.00	30.00	0%	HST		
Museum- Culture Tillsonburg Event Ticket	35.00	35.00	0%	HST		
Museum- Culture Tillsonburg Event Ticket	40.00	40.00	0%	HST		
Museum- Culture Tillsonburg Event Ticket	45.00	45.00	0%	HST		
Museum- Culture Tillsonburg Event Ticket	50.00	50.00	0%	HST		
Museum- Culture Tillsonburg Event Ticket	60.00	60.00	0%	HST		
Museum- Culture Tillsonburg Event Ticket	65.00	65.00	0%	HST		
Museum- Culture Tillsonburg Event Ticket	70.00	70.00	0%	HST		
Museum- Culture Tillsonburg Event Ticket	75.00	75.00	0%	HST		
Museum- Culture Tillsonburg Event Ticket	80.00	80.00	0%	HST		
Museum- Culture Tillsonburg Event Ticket	85.00	85.00	0%	HST		
Museum- Culture Tillsonburg Event Ticket	90.00	90.00	0%	HST		
Museum- Culture Tillsonburg Event Ticket	95.00	95.00	0%	HST		
Museum- Culture Tillsonburg Event Ticket	100.00	100.00	0%	HST		

Cemetery

Item	2016 Fee	2016 Perpetual Care Fee	2016 Net Fee	2017 Fee	2017 Perpetual Care Fee	Proposed 2017 Net Fee	% Change	Tax	Unit	Notes
Interment Rights	Perpetual care fees regulated by the Province									
Grave 10 x 4	675.50	270.20	405.30	700.00	280.00	420.00	4%	HST	grave	All perpetual care fees regulated by the Province
Infant Grave 3X3	225.16	150.00	75.16	225.00	150.00	75.00	0%	HST	grave	
Cremation Grave 3x3	541.08	216.43	324.65	550.00	220.00	330.00	2%	HST	grave	
Columbarium Niche	1,857.11	278.57	1,578.54	1,900.00	285.00	1,615.00	2%	HST	niche	Includes brass nameplate and dates
Columbarium Niche	-	-	-	1,500.00	225.00	1,275.00	n/a	HST	niche	New fee applicable to residual niches in a unit
Cemetery Services										
Cemeteries Regulation Unit burial and cremation license	12.00		12.00	12.00		12.00	0%	NO HST	interment	This fee is set by the Province
Columbarium Niche Open/Close	252.49		252.49	255.00		255.00	1%	HST	each	
Adult Interment	828.61		828.61	835.00		835.00	1%	HST	each	
Lead in fee, per 1/2 hour minimum				30.00		30.00		HST	per 1/2	Charged if requested by Funeral Home
Child/ Infant Interment	309.33		309.33	300.00		300.00	-3%	HST	each	(length is 5' or less)
Cremated Remains Interment Infant	309.33		309.33	300.00		300.00	-3%	HST	each	
Cremated Remains Interment Adult	463.53		463.53	475.00		475.00	2%	HST	each	
Statutory Holidays - Funeral Fee	273.26		273.26	50% surcharge on applicable interment fee				HST	each	Never used in last 5 years
Disinterment/Exhumation- Relocation in Same Cemetery-Adult Casket	2,139.09		2,139.09	2,087.50		2,087.50	-2%	HST	each	Seldom used. 2.5 times adult interment fee
Disinterment/Exhumation- Relocation in Same Cemetery-Adult Casket in Vault	1,857.11		1,857.11	1,878.75		1,878.75	1%	HST	each	Seldom used. 2.25 times adult interment fee.
Disinterment/Exhumation- Relocation in Another Cemetery-Adult Casket	1,913.92		1,913.92	1,565.63		1,565.63	-18%	HST	each	Seldom used. 75% of same-cemetery fee
Disinterment/Exhumation- Relocation in Another Cemetery-Adult Casket in Vault	1,634.10		1,634.10	1,409.06		1,409.06	-14%	HST	each	Seldom used. 75% of same-cemetery fee
Disinterment/Exhumation-Child Casket	855.64		855.64	750.00		750.00	-12%	HST	each	(length is 5' or less)
Disinterment/Exhumation-Adult Cremains	-		-	475.00		475.00		HST	each	New fee. Same as cremains interment fee
Disinterment/Exhumation-Child/Infant Cremains	309.33		309.33	300.00		300.00	-3%	HST	each	New fee. Same as infant/cremains interment fee
Marker/Foundation Services										
Upright Monument Foundation (5' depth)	18.04		18.04	22.50		22.50	25%	HST	per cubic	Increase costs in concrete mix/gravel
Veteran Standing Monument Setting	196.75		196.75	200.00		200.00	2%	HST	each	
Upright Monument (small) with Floater/Slab Foundation	168.33		168.33	170.00		170.00	1%	HST	each	
Flat Marker with Granite Border & no concrete	28.42		28.42	40.00		40.00	41%	HST	each	
Flat Marker with 4" concrete border	84.16		84.16	100.00		100.00	19%	HST	each	
Upright Monument (small) Foundation	169.42		169.42	170.00		170.00	0%	HST	each	Seldom used.
Monument Care & Maintenance										
Flat Markers		50.00	50.00		50.00	50.00	0%	HST	each	These fees are set by the Province.
Upright Markers Up to 48"		100.00	100.00		100.00	100.00	0%	HST	each	
Upright Markers Over 48"		200.00	200.00		200.00	200.00	0%	HST	each	
Other Fees & Services										
Transfer Fee/Replacement - Interment Rights Certificate	38.26		37.51	45.00		45.00	18%	HST	each	
Flower Campaign	100.00		100.00	100.00		100.00	0%	HST	basket	
Wreath Campaign	60.00		60.00	60.00		60.00	0%	HST	wreath	

Engineering

Item	2016 Fee	Proposed 2017 Fee	% Change	Tax	Unit	Notes
Engineering Fees						
Certificate request - Engineering	100.00	100.00	0.00%	HST	per copy	
Drawing Copy Fee - large Engineer Drawing (24x36)	15.00	15.00	0.00%	HST	per copy	
Drawing Review Fee - Electrical Major	1,800.00	1,800.00	0.00%	HST	per copy	
Drawing Review Fee - Electrical Minor	500.00	500.00	0.00%	HST	per copy	
Drawing Review Fee - Large Engineer Drawing (24x36)	500.00	500.00	0.00%	HST	per copy	
Drawing Review Fee - Subdivision	4,500.00	4,500.00	0.00%	HST	per copy	
Easement Research Request	100.00	100.00	0.00%	HST	per copy	
Maps						
LRIS Maps (screen shot printed from LRIS)	2.00	2.00	0.00%	HST	per copy	
Tillsonburg Map	free digital download					
Urban Airphoto Maps -24"x36"	20.00	20.00	0.00%	HST	per copy	
Urban Airphoto Maps -36"x48"	25.00	25.00	0.00%	HST	per copy	
Urban Subdivision Status Maps (11x17)	3.00	3.00	0.00%	HST	per copy	
Urban Zoning Maps - 24"x36"	15.00	15.00	0.00%	HST	per copy	
Urban Zoning Maps - 36"x48"	20.00	20.00	0.00%	HST	per copy	

Roads

Item	2016 Fee	Proposed 2017 Fee	% Change	Tax	Unit	Notes
Roads-Labour	36.41	36.65	0.66%	plus HST	per hour	
Roads-Labour Overtime	50.72	51.00	0.55%	plus HST	per hour	
Roads-Labour Double Time	65.03	65.30	0.42%	plus HST	per hour	
1/2 Ton Pickup Truck	15.00	15.00	0.00%	plus HST	per hour	
1-Ton Truck	25.00	30.00	20.00%	plus HST	per hour	
Single Axle Dump Truck	80.00	80.00	0.00%	plus HST	per hour	
With Plow & Wing	10.00	11.00	10.00%	plus HST	per hour	
With Sander/Salter	19.00	19.00	0.00%	plus HST	per hour	
With Plow, Wing & Sander/Salter	29.00	30.00	3.45%	plus HST	per hour	
With Anti-Icing System	3.50	3.50	0.00%	plus HST	per hour	
Front End Loader	50.00	55.00	10.00%	plus HST	per hour	
With Plow Blade	5.00	5.00	0.00%	plus HST	per hour	
With Snowblower	180.00	180.00	0.00%	plus HST	per hour	
Grader	75.00	75.00	0.00%	plus HST	per hour	
Street Sweeper	65.00	65.00	0.00%	plus HST	per hour	
Sidewalk Machine	45.00	45.00	0.00%	plus HST	per hour	
With Plow	5.00	5.50	10.00%	plus HST	per hour	
With Sander	3.00	4.00	33.33%	plus HST	per hour	
With Snowblower	13.00	15.00	15.38%	plus HST	per hour	
With Plow & Sander	8.00	9.50	18.75%	plus HST	per hour	
With Snowblower & Sander	16.00	19.00	18.75%	plus HST	per hour	
With Angle Broom	7.00	7.50	7.14%	plus HST	per hour	
With Flail Mower	6.00	7.50	25.00%	plus HST	per hour	
With Cold Planer	35.00	35.00	0.00%	plus HST	per hour	

Roads

Item	2016 Fee	Proposed 2017 Fee	% Change	Tax	Unit	Notes
Leaf Vacuum	85.00	85.00	0.00%	plus HST	per hour	
Line Striper	11.00	11.00	0.00%	plus HST	per hour	
Sewer Rodder	90.00	90.00	0.00%	plus HST	per hour	
Wood Chipper	65.00	25.00	-61.54%	plus HST	per hour	
Zero Radius Mower	25.00	25.00	0.00%	plus HST	per hour	
Portable Pump	35.00	35.00	0.00%	plus HST	per hour	
Walk Behind Snowblower	2.00	2.00	0.00%	plus HST	per hour	
Walk Behind Push Mower	2.00	2.00	0.00%	plus HST	per hour	
Chainsaw	2.50	2.50	0.00%	plus HST	per hour	
Trimmer	2.00	2.00	0.00%	plus HST	per hour	
Small Generator	9.00	9.00	0.00%	plus HST	per hour	
Utility Trailer	6.50	7.00	7.69%	plus HST	per hour	

Utility

Item	2016 Fee	Proposed 2017 Fee	% Change	Tax	Unit	Notes
Utility NSF Cheque Fee (plus bank charges)	20.00	15.00	-25.00%	plus HST	each	Changes to rates must be approved by the OEB
Utility-Account Set Up Fee	30.00	30.00	0.00%	plus HST	each	Changes to rates must be approved by the OEB
Utility - Late Payment (per annum)		0.20		plus HST	%	Changes to rates must be approved by the OEB
Utility-Collection of Account Charge (no disconnection)		30.00		plus HST	each	new - as per OEB rate schedule
Utility-After Hour Reconnect (at meter)	185.00	185.00	0.00%	plus HST	each	Changes to rates must be approved by the OEB
Utility-During Hours Reconnect (at meter)	65.00	65.00	0.00%	plus HST	each	Changes to rates must be approved by the OEB
Utility-During Hours Reconnect (at mpole)		185.00		plus HST	each	new - as per OEB rate schedule
Utility-During Hours Remove Load Control Device		185.00		plus HST	each	new - as per OEB rate schedule
Utility-Interval Meter	1,100.00	1,100.00	0.00%	plus HST	each	Changes to rates must be approved by the THI Board of Directors or OEB
Utility-Special Meter Reading	30.00	30.00	0.00%	plus HST	each	Changes to rates must be approved by the OEB
Utility -Service Call (after hours)		165.00		plus HST	each	new - as per OEB rate schedule
Utility-Access to Utility Poles		22.35		plus HST	each	new - as per OEB rate schedule
Utility-Miscellaneous Materials Mark Up	0.25	0.25	0.00%	plus HST	%	Changes to rates must be approved by the THI Board of Directors or OEB
Utility-Pole Rental - 30 ft	1.50	1.50	0.00%	plus HST	month	Changes to rates must be approved by the THI Board of Directors or OEB
Utility-Pole Rental - 35 ft	2.25	2.25	0.00%	plus HST	month	Changes to rates must be approved by the THI Board of Directors or OEB
Utility-Sentinal Light Rental - 150 W	3.75	3.75	0.00%	plus HST	month	Changes to rates must be approved by the THI Board of Directors or OEB
Utility-Sentinal Light Rental - 175 W	3.75	3.75	0.00%	plus HST	month	Changes to rates must be approved by the THI Board of Directors or OEB
Utility-Sentinal Light Rental - 250 W	4.00	4.00	0.00%	plus HST	month	Changes to rates must be approved by the THI Board of Directors or OEB
Utility-Sentinal Light Rental - 400 W	4.00	4.00	0.00%	plus HST	month	Changes to rates must be approved by the THI Board of Directors or OEB
Utility-Sentinal Light Rental - 70 W	3.50	3.50	0.00%	plus HST	month	Changes to rates must be approved by the THI Board of Directors or OEB
Utility-Generator (100 W) 122/208	300.00	310.00	3.33%	plus HST	per day	
Utility-Generator (125 W) 347/600	400.00	415.00	3.75%	plus HST	per day	
Utility-Labour	43.85	44.75	2.05%	plus HST	hour	
Utility-Truck Charges - #26	15.00	15.00	0.00%	plus HST	hour	
Utility-Truck Charges - #30	15.00	15.00	0.00%	plus HST	hour	
Utility-Truck Charges - #41	20.00	20.00	0.00%	plus HST	hour	
Utility-Truck Charges - #65	65.00	67.50	3.85%	plus HST	hour	
Utility-Truck Charges - #66	65.00	67.50	3.85%	plus HST	hour	
Utility-Truck Charges - #68	75.00	75.00	0.00%	plus HST	hour	
Utility-Truck Charges - #74	65.00	65.00	0.00%	plus HST	hour	
Utility-Truck Charges - #22	15.00	15.00	0.00%	plus HST	hour	
Utility-Truck Charges - #28	15.00	15.00	0.00%	plus HST	hour	
Utility-Truck Charges - #44	25.00	30.00	20.00%	plus HST	hour	
Utility-Truck Charges - #45	15.00	15.00	0.00%	plus HST	hour	
Utility-Truck Charges - #86	35.00	40.00	14.29%	plus HST	hour	
Utility-Sewer Camera Job (flat rate/job)	50.00	50.00	0.00%	plus HST	flat rate	
Utility-Water Heater Rental - 40 gal.	8.00	9.00	12.50%	plus HST	month	
Utility-Water Heater Rental - 60 gal	9.00	10.00	11.11%	plus HST	month	
Water Permit Non-Metered Condo	10.00	10.00	0.00%		each	County approved
Water Permit Non-Metered Residential	25.00	25.00	0.00%		each	County approved
Water Violation	75.00	75.00	0.00%		each	County approved
Water/Wastewater Collection Fee	15.00	15.00	0.00%		each	County approved

Non-Controlled Town Fees

Item	2016 Fee	Proposed 2017 Fee	% Change	Tax	Unit	Notes
Bag Tags	2.00	2.00	0.00%	none		County approved
Blue Box (apartment)	3.50	3.50	0.00%	none		County approved
Blue Box (Mid size)	4.50	4.50	0.00%	none		County approved
Blue Box (large)	5.50	5.50	0.00%	none		County approved
Blue Box Lid	1.50	1.50	0.00%	none		County approved
Composter	10.00	10.00	0.00%	none		County approved
Rain barrels	45.00	45.00	0.00%	none		County approved
Green Cones		40.00	0.00%	none		Added for 2017
Fine - allow or permit an animal to trespass on private property	150.00	150.00	0.00%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - Fail to ensure that the animal enclosure is kept free of offensive odour	300.00	300.00	0.00%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - Fail to ensure that the animal enclosure is kept in a clean and sanitary condition	300.00	300.00	0.00%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - Fail to ensure that the nature and condition of the animal enclosure are such that the animal would not be harmed and its health would not be	300.00	300.00	0.00%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - Fail to ensure the animal enclosure is such that the animal can be readily observed unless the natural habits of the animal require otherwise	300.00	300.00	0.00%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - fail to keep dog license fixed on dog/cat	105.00	105.00	0.00%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - fail to notify license issuer upon sale of puppy/kitten	105.00	105.00	0.00%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - Fail to obtain dog/cat license	105.00	105.00	0.00%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - fail to prevent an animal from running at large	150.00	150.00	0.00%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - Fail to provide animal with basic necessities	300.00	300.00	0.00%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - fail to remove or dispose of animal excrement forthwith	150.00	150.00	0.00%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - fail to renew dog/cat license	105.00	105.00	0.00%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - failing to muzzle potentially dangerous dog or dangerous dog	305.00	305.00	0.00%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - Failing to restrain dog from causing noise	105.00	105.00	0.00%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - failing to restrain potentially dangerous dog or dangerous dog	305.00	305.00	0.00%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - Failure to comply with conditions of muzzle order	305.00	305.00	0.00%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - Failure to ensure that the animal enclosure for every reptile/fish/amphibian has an enclosed space adequate for the needs of the	300.00	300.00	0.00%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - Failure to ensure that the animal enclosure is escape-proof	150.00	150.00	0.00%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - Failure to ensure that the animal enclosure is of a size/incondition such that the animal may extend its lefs, wings and body to their full extent,	300.00	300.00	0.00%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - failure to notify change of ownership of potentially dangerous dog or dangerous dog	105.00	105.00	0.00%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - failure to post sign	105.00	105.00	0.00%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - Failure to store feed in a rodent-proof container	105.00	105.00	0.00%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - forcibly trying to retrieve dog or cat from pound keeper or premises of pound keeper	150.00	150.00	0.00%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - Harboring more than three dogs	105.00	105.00	0.00%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.

Non-Controlled Town Fees

Item	2016 Fee	Proposed 2017 Fee	% Change	Tax	Unit	Notes
Fine - Harboring more than two cats	105.00	105.00	0.00%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - have dog on leash exceeding two metres	150.00	150.00	0.00%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - Keep animal in unsanitary conditions	105.00	105.00	0.00%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - Keeping more than ten pigeons	105.00	105.00	0.00%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - Keeping prohibited animals	105.00	105.00	0.00%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - keeping prohibited animals - agricultural lands	105.00	105.00	0.00%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - Offering for sale, selling, making available	105.00	105.00	0.00%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - operate a kennel without a license	150.00	150.00	0.00%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - restraining potentially dangerous dog or dangerous dog exceeding two feet in length	305.00	305.00	0.00%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - retrieve a dog and or cat from pound keeper without paying fees	150.00	150.00	0.00%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - unlawfully transferred dog/cat tag	105.00	105.00	0.00%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
AGCO Required Licences						
Special Sales License	\$1 per thousand	\$1 per thousand	0.00%	none	each	Alcohol & Gaming Commission of Ontario (AODA)
50/50 Raffle	3% with min. of \$25	3% with min. of \$25	0.00%	none	each	Alcohol and Gaming Commission
Bazaar	\$10 per wheel, 3 wheels max	\$10 per wheel, 3 wheels max	0.00%	none	each	Alcohol and Gaming Commission
Bazaar/Bingo	2 percent	2 percent	0.00%	none	each	Alcohol and Gaming Commission
Bazaar/Raffle	3 % up to \$5000	3 % up to \$5000	0.00%	none	each	Alcohol and Gaming Commission
Bingo Only	2 percent up to \$5500	2 percent up to \$5500	0.00%	none	each	Alcohol and Gaming Commission
Nevada @ other location	3% x # of units X total prize/unit	3% x # of units X total prize/unit	0.00%	none	each	Alcohol and Gaming Commission
Nevada @ own location	2% x # of units X total prize/unit	2% x # of units X total prize/unit	0.00%	none		Alcohol and Gaming Commission
Police						
Criminal Record, Police Record & Vulnerable Sector Check (Employment)	25.00	25.00	0.00%	Exempt		
Duplicate Copy of Criminal and Police Record Check	5.00	5.00	0.00%	Included		
Criminal Record, Police Record & Vulnerable Sector Check (Volunteer)				N/A		No Charge
Fingerprints (OPP charge)	26.50	26.50	0.00%	Included		Fee Payable to Minister of Finance
Fingerprints (LIVESCAN - on behalf of RCMP)	25.00	25.00	0.00%	Included		Fee Payable to Minister of Finance
Traffic Reports	42.25	42.25	0.00%	Included		
Occurrence Confirmation Reports/Incident Reports	42.25	42.25	0.00%	Included		
Statements	42.25	42.25	0.00%	Included		
Technical Traffic Collision Reports	565.00	565.00	0.00%	Included		
Reconstructionist Report	1,130.00	1,130.00	0.00%	Included		
PAID DUTY RELATED FEES						
Payable to Minister of Finance (Provincial in Nature)						
Administrative Fee (note 1)	68.50	68.50	0.00%	Included		
Hourly Vehicle Usage Fee (note 1)	28.25	28.25	0.00%	Included		
2014 Hourly Officer Rate - PDO (note 1)	73.60	73.60	0.00%	Included		
2014 Hourly Supervisor Rate - PDS (note 1)	83.17	83.17	0.00%	Included		

THE CORPORATION OF THE TOWN OF TILLSONBURG

BY-LAW NUMBER 4087

BEING A BY-LAW to confirm the proceedings of Council at its meetings held on the 2nd day of March, 2017

WHEREAS Section 5 (1) of the *Municipal Act, 2001*, as amended, provides that the powers of a municipal corporation shall be exercised by its council;

AND WHEREAS Section 5 (3) of the *Municipal Act, 2001, as amended*, provides that municipal powers shall be exercised by by-law;

AND WHEREAS it is deemed expedient that the proceedings of the Council of the Town of Tillsonburg at this meeting be confirmed and adopted by by-law;

NOW THEREFORE THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE TOWN OF TILLSONBURG ENACTS AS FOLLOWS:

1. All actions of the Council of The Corporation of the Town of Tillsonburg at its meeting held on March 2nd, 2017, with respect to every report, motion, by-law, or other action passed and taken by the Council, including the exercise of natural person powers, are hereby adopted, ratified and confirmed as if all such proceedings were expressly embodied in this or a separate by-law.
2. The Mayor and Clerk are 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 Tillsonburg referred to in the preceding section.
3. The Mayor and the Clerk are authorized and directed to execute all documents necessary in that behalf and to affix thereto the seal of The Corporation of the Town of Tillsonburg.
4. This By-Law shall come into full force and effect on the day of passing.

READ A FIRST AND SECOND TIME THIS 2nd DAY OF MARCH, 2017.

READ A THIRD AND FINAL TIME AND PASSED THIS 2nd DAY OF MARCH, 2017.

MAYOR – Stephen Molnar

TOWN CLERK – Donna Wilson