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COUNCIL MEETING

Monday, March 13, 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 Monday, March 13, 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 March 2, 2017

[170302 Council MIN](#)

Proposed Resolution #2

Moved By:

Seconded By:

THAT the Minutes of the Council Meeting of March 2, 2017, be approved.

6. Delegations and Presentations

6.1. Oxford County: Update on Trans Canada Trail Project

Presented By:

Peter Crockett - CAO, Oxford County | Future Oxford

Rick Cox - Director, Recreation, Culture & Parks, Chair,
Community Oxford

Frank Gross - Supervisor, Engineering Services, Oxford County

[Presentation](#)

Proposed Resolution #3

Moved By:

Seconded By:

THAT Council receive the presentation regarding the Update on the Trans Canada Trail Project, as information.

6.2. Gibson House Deck

Presented By: Terry Ross, Tillsonburg Scout Association

[Delegation Request](#)

[Gibson Deck 1](#)

[Gibson Deck 2](#)

Proposed Resolution #4

Moved By:

Seconded By:

THAT Council receive the presentation regarding the Gibson House Deck, as information.

7. Public Meetings

7.1. Applications for Official Plan Amendment & Zone Change - OP 16-11-7 & ZN 7-16-09 -

Town of Tillsonburg Non-Profit Housing Corporation

[Official Plan Amendment Application](#)

[Zone Change Application](#)

[Previous Report CASPO 2017-17](#)

Proposed Resolution #5

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).

8. Planning Applications

9. Information Items

9.1. 2017 Senior of the Year Award

[Final Call for Nominations](#)

Proposed Resolution #6

Moved By:

Seconded By:

THAT Council receive item 9.1, as information.

10. Mayor

10.1. MYR 17-01 CAO Evaluation

[REPORTmayor17-01CAOevaluation](#)

Proposed Resolution #7

Moved By:

Seconded By:

That Council receive Report MYR 17-01, CAO Performance Evaluation 2016;
AND THAT Council establishes and appoints a CAO Performance Review Committee;
AND THAT Council appoints Mayor Molnar, _____ and _____ to the CAO Performance Review Committee.

11. Quarterly Reports

11.1. FIN17-08, 2016 Fourth Quarter Financial Results

[FIN17-08 2016 Fourth Quarter Financial Results](#)

[2016 Q4 Consolidated Results](#)

Proposed Resolution #8

Moved By:

Seconded By:

THAT Council receive Report FIN 17-08, 2016 Fourth Quarter Financial Results, as information.

- 11.2. FIN17-09, Finance 2016 Q4 Results
[FIN17-09 2016 Fourth Quarter Finance Department Results](#)
[2016 Q4 Finance Department Results Summary](#)

Proposed Resolution #9

Moved By:

Seconded By:

THAT Council receive Report FIN 17-09, 2016 Fourth Quarter Finance Department Results, as information.

- 11.3. DCS 17-07 - Building/Planning/By-Law Services 2016 Q4 Report
[DCS 17-07 - Building/Planning/By-Law Services 2016 Annual Report](#)
[Building & Protection Q4 Financial Summary](#)

Proposed Resolution #10

Moved By:

Seconded By:

THAT Council receive Report DCS 17-07, Building/Planning/By-Law Services 2016 Annual Report, as information.

- 11.4. DCS 17-08 Economic Development and Marketing 2016 Q4 Results
[DCS 17-08](#)
[Financial Summary](#)

Proposed Resolution #11

Moved By:

Seconded By:

THAT Council receive Report DCS 17-08, Economic Development and Marketing 2016 Q4 Results, as information.

- 11.5. OPS 17-07, Operations Services 2016 Q4 Results
[OPS 17-07 2016 Fourth Quarter Operations Services](#)
[OPS 17-07 Attachment 1 - Operating & Capital Summaries](#)

Proposed Resolution #12

Moved By:

Seconded By:

THAT Council receive Report OPS 17-07, 2016 Fourth Quarter Operations Services, as information.

- 11.6. RCP 17-18 - Recreation Culture and Parks 2016 Q4 Results
[RCP 17-18 - Recreation Culture and Parks 2016 Q4 Results](#)
[RCP 2016 Financial Summaries](#)

Proposed Resolution #13

Moved By:

Seconded By:

THAT Council receive Report RCP 17-18, Recreation Culture and Parks 2016 Q4 Results, as information.

- 11.7. FRS 17-01, Fire 2016 Q4 Results.
[FRS 17-01 Fire Q4 2016](#)
[2016 Q4 Fire & Police Services Department Results Summary](#)

Proposed Resolution #14

Moved By:

Seconded By:

THAT Council receive Report FRS 17-01, Fourth Quarter 2016 Department Results, as information.

12. Reports from Departments

12.1. Chief Administrative Officer

- 12.1.1. CAO 17-02, Dedicated Provincial Gas Tax Funding - Public Transportation Program - Tillsonburg

[CAO 17-02 Dedicated Provincial Gas Tax Funding - Transit](#)

[CAO 17-02 Attachment](#)

Proposed Resolution #15

Moved By:

Seconded By:

THAT Council receive Report CAO 17-02, Dedicated Provincial Gas Tax Funding – Public Transportation Program - Tillsonburg;

AND THAT the Town of Tillsonburg supports the T-GO Transit System and is committed to providing ongoing annual support to begin April, 2017 in the amount of \$22,500 (Total eligible municipal contribution in 2017 of \$72,100);

AND THAT the Town of Tillsonburg agrees to receiving and being responsible for the Dedicated Gas Tax funds from the Province of Ontario for the T-GO Transit System;

AND THAT Council authorizes the CAO to complete all forms and supporting documentation for submission to the Ministry of Transportation to access the Dedicated Gas Tax Funds for a Public Transportation Program.

12.2. Clerk's Office**12.3. Development and Communication Services****12.3.1. DCS 17-09, Highway 3 Business Park – Sole Sourcing (Consulting Services)**[DCS 17-09](#)[Stantec Proposal](#)Proposed Resolution #16

Moved By:

Seconded By:

THAT Council receive Report DCS 17-09, Highway 3 Business Park – Sole Sourcing (Professional Services);

AND THAT staff be authorized to sole source professional engineering services from Stantec for the design, tender and project management of the Highway 3/Clearview Drive intersection project.

12.4. Finance**12.5. Fire and Emergency Services****12.6. Operations**

12.6.1. OPS 17-08, OCIF Top-Up Component Agreement AC3-3236

[OPS 17-08 OCIF Top-Up Component Agreement AC3-3236](#)

[OPS 17-08 Attachment 1 - OCIF Top-Up Agreement AC3-3236](#)

Proposed Resolution #17

Moved By:

Seconded By:

THAT Council receive Report OPS 17-08, Ontario Community Infrastructure Fund (OCIF) Top-Up Component Agreement AC3-3236;

AND THAT a By-law authorizing the Mayor and Clerk to execute Agreement OCIF AC3-3236 with the Province of Ontario, be brought forward for Council consideration;

AND THAT the Town's portion of \$88,991, be funded by debenture in the 2018 budget.

12.7. Recreation, Culture & Park Services

13. Unfinished Business

14. Staff Information Reports

15. Committee Minutes & Reports

15.1. Minutes, Canada 150 Committee

[170227 Canada 150 MIN](#)

15.2. Minutes, Museum Advisory Committee

[170223 Museum Advisory MIN](#)

Proposed Resolution #18

Moved By:

Seconded By:

THAT Council receive the Minutes of the Canada 150 Committee for February 27, 2017 and of the Museum Advisory Committee for February 23, 2017, as information.

16. Notice of Motions

17. Resolutions

18. Resolutions Resulting from Closed Session

19. By-Laws

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

Proposed Resolution #19

Moved By:

Seconded By:

- 19.1.** THAT [By-law 4088](#), To authorize OCIF Top-Up Agreement with the Province of Ontario, [Agreement](#);
AND THAT [By-Law 4089](#), To Amend Zoning By-Law 3295 (ZN 7-17-01 - Performance Communities Realty Inc.), [Schedule A](#), 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.

Proposed Resolution #20

Moved By:

Seconded By:

- 19.2.** THAT [By-Law 4090](#), To confirm the proceedings of Council at its meeting held on the 13th 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.

20. Items of Public Interest

21. Adjournment

Proposed Resolution #21

Moved By:

Seconded By:

THAT the Council Meeting of Monday, March 13, 2017 be adjourned at _____ p.m.



COUNCIL MEETING

Thursday, March 02, 2017

6:00 PM

Council Chambers
200 Broadway, 2nd Floor

MINUTES

ATTENDANCE

Mayor Stephen Molnar
Deputy Mayor Dave Beres
Councillor Penny Esseltine
Councillor Chris Rosehart
Councillor Brian Stephenson

Staff:

David Calder, CAO
Donna Wilson, Town Clerk
Dave Rushton, Director of Finance/Treasurer
Rick Cox, Director of Recreation, Culture & Parks
Jeff Smith, Fire Chief
Vance Czerwinski, Manager of Public Works

Regrets:

Councillor Maxwell Adam
Councillor Jim Hayes
Kevin DeLeebeeck, Director of Operations
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: Deputy Mayor Beres

THAT the Agenda as prepared for the Council meeting of Thursday, March 02, 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

[170213 Council MIN](#)

Resolution # 2

Moved By: Councillor Rosehart

Seconded By: Deputy Mayor Beres

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

Carried

6. Delegations and Presentations

6.1. Volunteer Achievement Award Presentation - John Morling

Presented By: Councillor Stephenson

Mayor Stephen Molnar and Councillor Stephenson presented John Morling with the volunteer achievement award for February 2017.

7. Committee Reports & Presentations

7.1. Dog Park Subcommittee

Presented By: Peter Luciani

[Appendix B - 2017 Dog Park](#)

Mr. Peter Luciani and Tyler Coghill representing the Dog Park Resident group, appeared before Council and provided a presentation to Council regarding a preferred location for a dog park.

Council was given the opportunity to ask questions.

Rules and maintenance of a dog park would have to be developed once a decision has been made.

Resolution # 3

Moved By: Councillor Stephenson

Seconded By: Councillor Esseltine

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 April 10, 2017 council meeting or before.

Carried

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](#)

Eric Gilbert, Development Planner, County of Oxford, appeared before Council and presented CASPO 2017-28.

Opportunity was given for Council to ask questions.

The applicant appeared before Council and provided comments on the application.

Opportunity was given for members of the public to provide comments in favour of or in opposition to the application.

Don Showers appeared before council and requested the applicant clarify if soil mounds currently on the site would be removed prior to the start of the new construction. He also asked for assurance that cleanup would occur regularly through the construction phases.

Mike Vaboom appeared before council and requested information regarding rear yard setbacks. The planner responded accordingly.

Harry Leach appeared before council and made comment regarding property lines and clarity of those boundaries. The applicant responded.

Adam Navickas requested information regarding road reconstruction along Lowrie Crescent and if that work would occur during construction of this development.

Eric Flora, Town Engineer – responded to the question regarding timing of the development and the reconstruction of roadways.

No other members of the public appeared to provide comments on the application.

The following resolution was brought forward.

Resolution # 4

Moved By: Councillor Stephenson

Seconded By: Councillor Esseltine

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.

Carried

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](#)Resolution # 5

Moved By: Councillor Esseltine

Seconded By: Councillor Stephenson

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.

Carried

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](#)

Resolution # 6

Moved By: Councillor Esseltine

Seconded By: Councillor Stephenson

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.

Carried

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](#)

Resolution # 7

Moved By: Deputy Mayor Beres

Seconded By: Councillor Esseltine

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.

Carried

13.3. Development and Communication Services

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

[Report DCS 17-06](#)

[Lease Agreement](#)

The access and egress of the property was questioned regarding whose responsible for that upkeep.

The lease includes the roadway as part of the lease.

Resolution # 8

Moved By: Deputy Mayor Beres

Seconded By: Councillor Esseltine

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.

Carried

13.4. Finance

13.4.1. FIN17-07 Contributions to Reserves

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

Resolution # 9

Moved By: Councillor Stephenson

Seconded By: Councillor Esseltine

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

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

Carried

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](#)

Resolution # 10

Moved By: Councillor Stephenson

Seconded By: Councillor Esseltine

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.

Carried

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](#)

Resolution # 11

Moved By: Councillor Rosehart

Seconded By: Councillor Esseltine

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.

Carried

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](#)

Resolution # 12

Moved By: Councillor Rosehart

Seconded By: Councillor Esseltine

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

Carried

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](#)

Council noted that recommendations from committees should be recognized and those items be brought to council for consideration.

Resolution # 13

Moved By: Councillor Stephenson

Seconded By: Councillor Esseltine

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.

Carried

16.2. BIA Minutes of January 10, 2017

[BIAMeetingJanuary2017 \(5\)](#)

Resolution # 14

Moved By: Councillor Stephenson

Seconded By: Councillor Esseltine

THAT Council receive the Minutes of the BIA as information.

Carried

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

Resolution # 15

Moved By: Councillor Esseltine

Seconded By: Stephenson

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.

Carried

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

Resolution # 16

Moved By: Councillor Esseltine

Seconded By: Councillor Stephenson

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.

Carried

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

Resolution # 17

Moved By: Deputy Mayor Beres

Seconded By: Councillor Esseltine

THAT [By-Law 4085 - 2017](#), 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.

Carried

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

Resolution # 18

Moved By: Deputy Mayor Beres

Seconded By: Councillor Esseltine

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.

Carried

21. Items of Public Interest

22. Adjournment

Resolution # 19

Moved By: Councillor Esseltine

Seconded By: Councillor Stephenson

THAT the Council Meeting of Thursday, March 02, 2017 be adjourned at 8:30 p.m.

Carried

Update on Future Oxford, the Trans Canada Trail extension, and construction projects

March 13, 2017

Peter Crockett | CAO, Oxford County | Future Oxford

Rick Cox | Director, Recreation, Culture & Parks, Town of Tillsonburg |
Chair, Community Oxford

Frank Gross | Supervisor, Engineering Services, Oxford County



OUTLINE

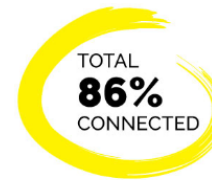
1. Future Oxford update and community wellbeing through trails
2. Update on Trans Canada Trail extension
3. Construction updates

A LEGACY FOR FUTURE GENERATIONS



PHOTO: LAVAL POULIN

It began as a dream in 1992: the idea of creating a trail from coast to coast to coast that would be a gift from Canadians to Canadians. This bold vision, the Trans Canada Trail (TCT) – The Great Trail of Canada – continues to capture the imagination and support of people across the country. Connecting us with nature, with the past and with one another, the world's longest recreational trail winds its way across Canada's magnificent urban, rural and wilderness landscapes. Once fully connected, it will link over 15,000 communities. As we look to 2017 and Canada's 150th anniversary of Confederation, The Great Trail offers us all a view of the horizon, of everything that is ahead of us and all the possibilities that await.



YUKON 100% CONNECTED	BRITISH COLUMBIA 89.5% CONNECTED	NORTHWEST TERRITORIES 99.9% CONNECTED	ALBERTA 62.7% CONNECTED
SASKATCHEWAN 97.7% CONNECTED	MANITOBA 92.6% CONNECTED	ONTARIO 77.0% CONNECTED	
NUNAVUT 100% CONNECTED	QUEBEC 96.7% CONNECTED	NEW BRUNSWICK 92.4% CONNECTED	
PRINCE EDWARD ISLAND 100% CONNECTED	NOVA SCOTIA 60.5% CONNECTED	NEWFOUNDLAND AND LABRADOR 100% CONNECTED	

FUTURE OXFORD

FutureOxford
OUR PATH TOWARDS SUSTAINABILITY

COMMUNITY SUSTAINABILITY PLAN

The Community Sustainability Plan aims to improve quality of life for Oxford's current and future generations and to balance Oxford's collective economic, community, and environmental interests.

- What is sustainability?
- Implementing the plan

Print version with further details

Vision
A vibrant, prosperous, and responsible Oxford for all.

Mission
To achieve community sustainability throughout Oxford.

Community goals

Economy goals

Environment goals

FutureOxford
OUR PATH TOWARDS SUSTAINABILITY

Community Sustainability Plan

ABOUT | NEWS AND EVENTS | REPORTS | LEGACY FUND | EXPO

FUTURE OXFORD EXPO - 2017

Mark your calendar! The Future Oxford Expo will be back for a second year on April 20, 2017. We're looking for exhibitors and sponsors.

NEW

Looking ahead

What's ahead in 2017? Future Oxford's second year will look at specific targets in the Future Oxford Community Sustainability Plan using data from the Community Wellbeing Survey report. That report, released in December 2016, is helping to define quality of life in Oxford County now so that we can set direction for where we want to go in the future.



Future Oxford is also working with academic, research and business partners on plans for a "sustainability cluster"—or centre of excellence—in Oxford County. This will attract new investment and growth to our community.

We're also continuing work on Oxford's commitment to reaching 100% renewable energy by 2030 and becoming a zero waste community.

In February, the first phase of the County's planned network of electric vehicle charging stations under the Oxford County Electric Vehicle Accessibility Plan will be launched, laying the foundation to support a stronger local infrastructure for this mode of lower-carbon travel.

On April 20, 2017, the second annual Future Oxford Expo takes place at the Oxford Auditorium in Woodstock, Ontario. This year's Expo features expert speakers, exhibits, and a "Dragon's Den"-styled student competition that offers a cash prize—and a chance to apply for Legacy Fund support—to the student team with the best

Thursday, April 20, 2017 | Oxford Auditorium, Woodstock | 9 a.m. - 6 p.m.

FEATURING:

Milfred Hammerbacher
Co-Founder and CEO, s2e Technologies Inc.

Doug Yates
Director, Environment & Energy, GM Canada

Chih-Cheng Chao
Honorary Professor and former Vice President, Tunghai University, Taiwan

new Community Futures Oxford Student Competition

FutureOxford
OUR PATH TOWARDS SUSTAINABILITY

SPONSOR | EXHIBIT | ATTEND
News and updates: futureoxford.ca/expo

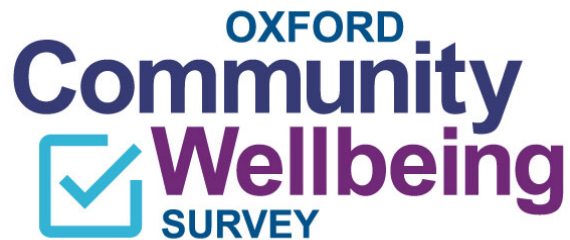


FUTURE OXFORD | ROLE OF TRAILS

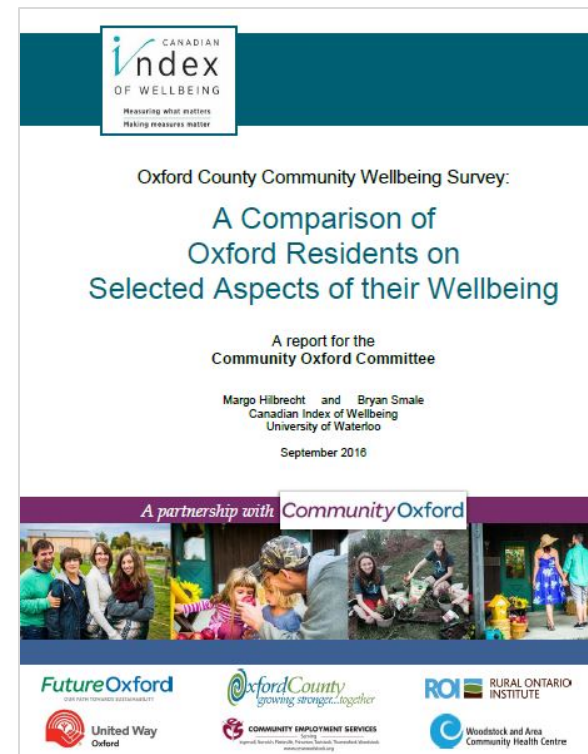
The *Future Oxford Community Sustainability Plan* imagines a role for trails as part of an improved transportation network that advances goals and targets in the “Environment” pillar

56. Develop a network of bike lanes throughout Oxford, including physically separated trails where feasible, paved shoulders and bike stands.
57. Develop a transportation demand management strategy that includes programs and incentives for ridesharing (including school buses), active transportation, bike sharing, and workplace mode-shifting with a particular focus on marginalized residents.

FUTURE OXFORD | COMMUNITY SURVEY



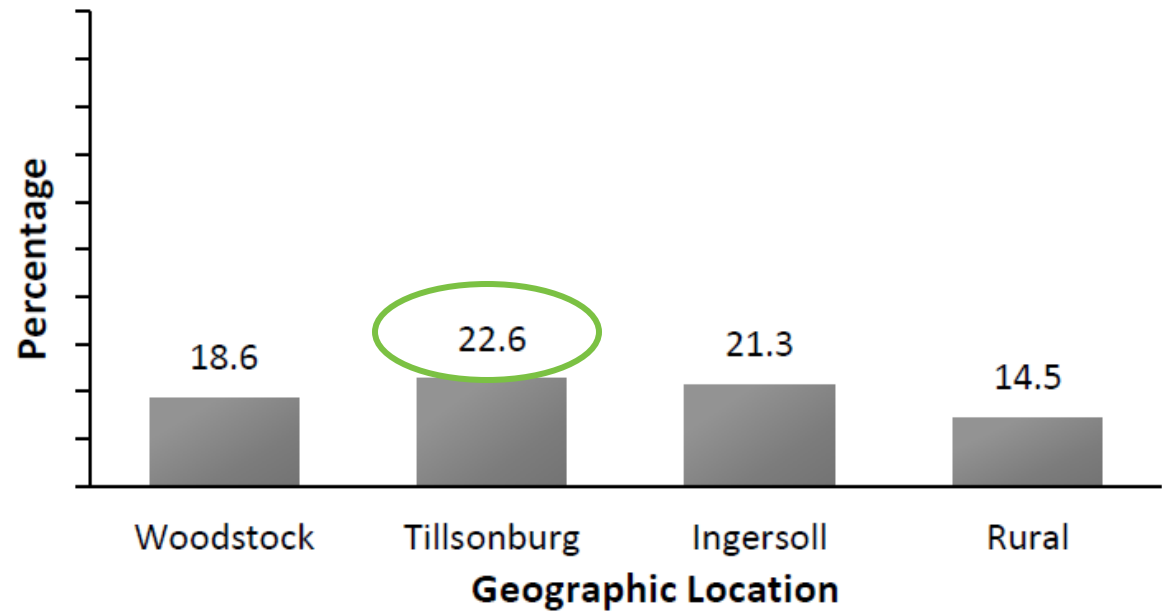
- Mar 30, 2016** Survey rolled out
- July 13, 2016** Preliminary report released
- Dec 14, 2016** Final report at County Council
- Feb 22, 2017** Community leader meeting



TILLSONBURG OPPORTUNITIES

Tillsonburg residents use active transportation

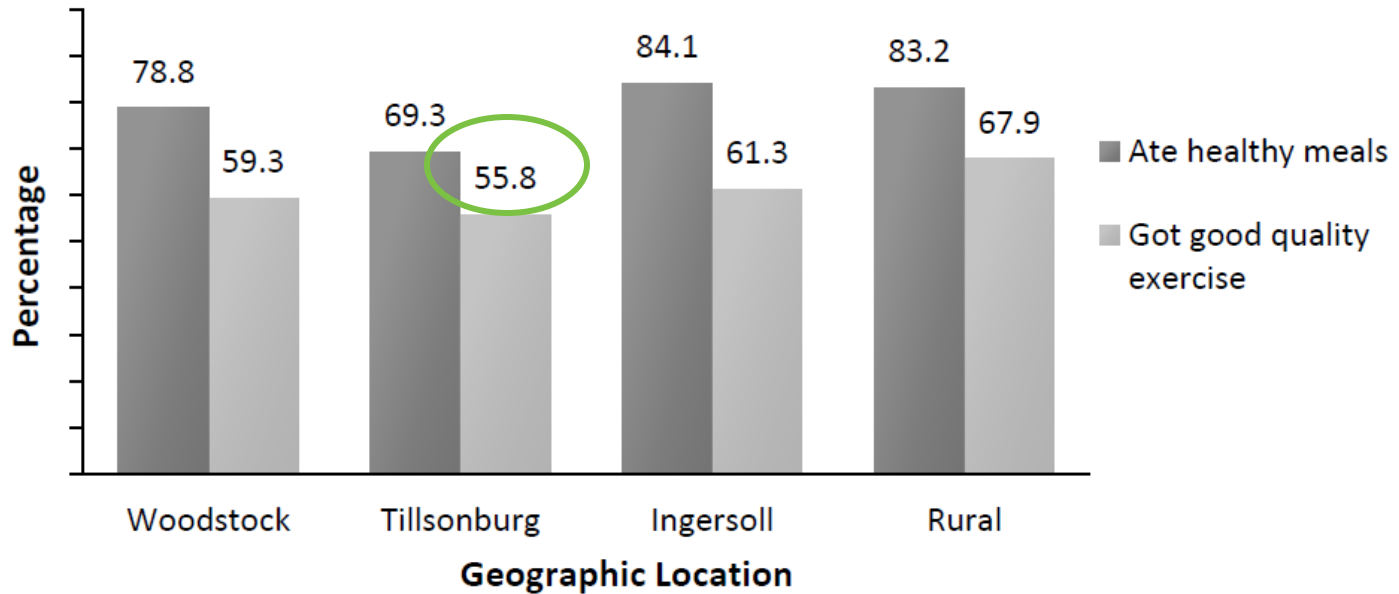
Figure 28E. Percentage of residents who quite often or all of the time walked or biked more often during the past year instead of taking the car by *geographic location*



TILLSONBURG OPPORTUNITIES

Improving quality of exercise

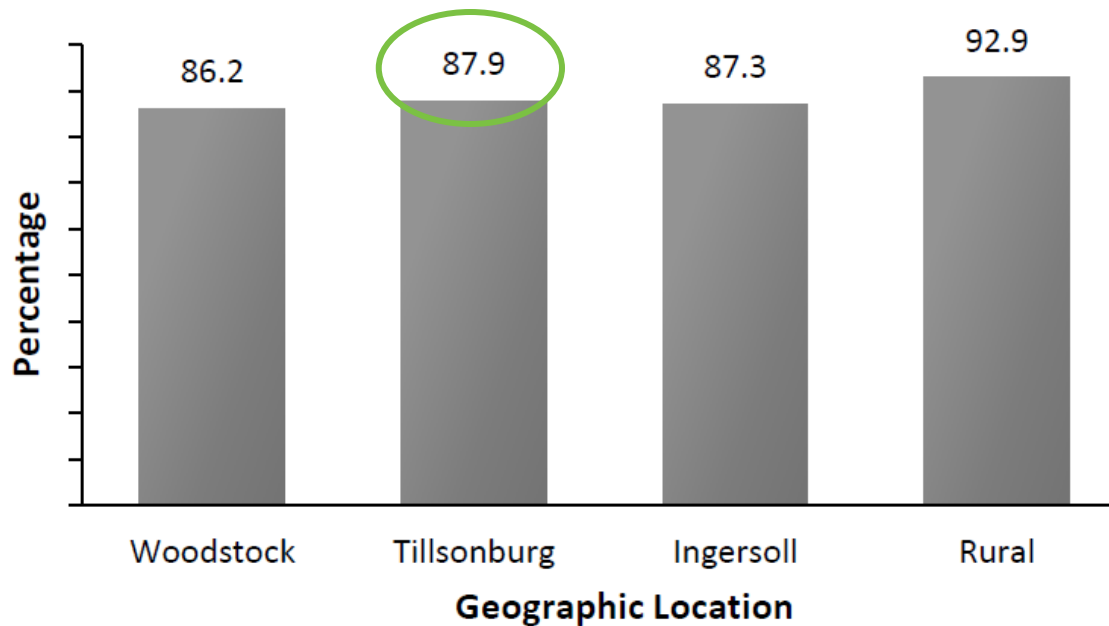
Figure 22E. Percentage of residents who agree that they ate healthy meals and got good quality exercise during the past week by *geographic location*



TILLSONBURG OPPORTUNITIES

Tillsonburg residents value the environment

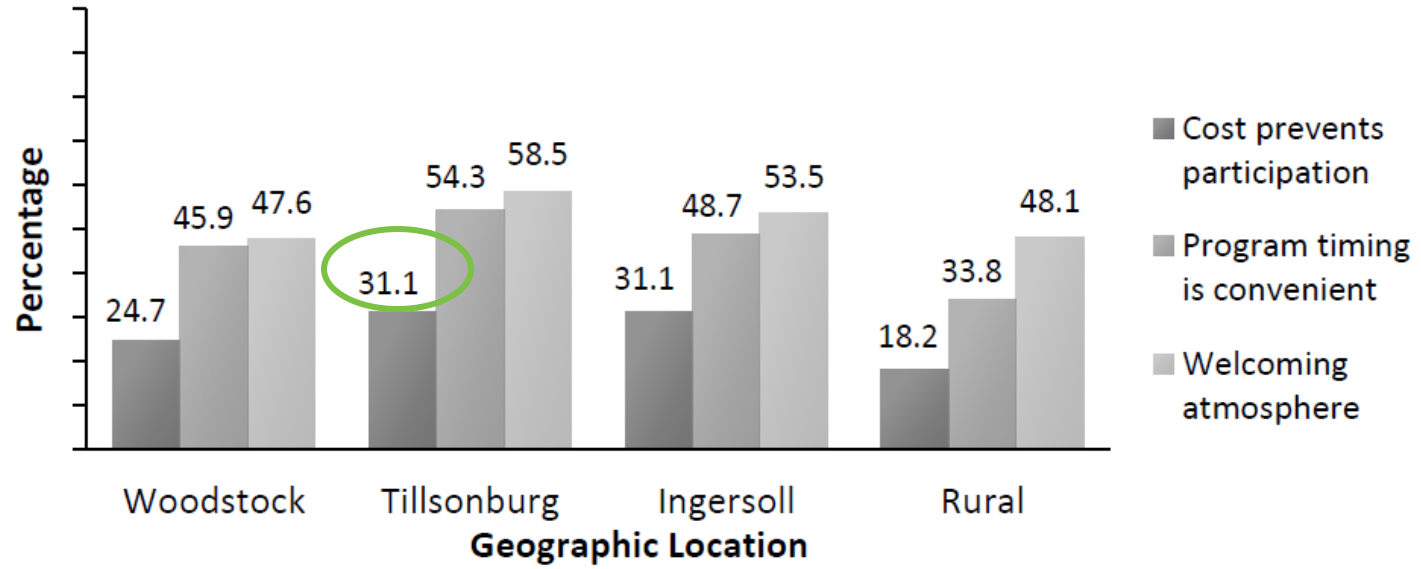
Figure 24E. Percentage of residents who agree that they have a personal responsibility to protect the environment by *geographic location*



TILLSONBURG OPPORTUNITIES

Cost as a barrier

Figure 11E. Percentage of residents who *agree* that cost, program timing, and welcoming atmosphere affect access to recreation and cultural facilities by *geographic location*



TILLSONBURG OPPORTUNITIES

- Council's commitment to the trail helps address some issues noted in the Community Wellbeing Survey
- Trails ...
 - Protect our natural heritage
 - Reinforce active transportation in the community
 - Provide opportunity for high-quality exercise
 - Do not pose user fees as a barrier

BEYOND TRAILS....

FutureOxford

OUR PATH TOWARDS SUSTAINABILITY

Relationship of Canadian Index of Wellbeing themes to Future Oxford Community Sustainability Plan targets

THEMES

derived from CIW domains



SUSTAINABILITY PLAN PILLARS



© Oxford County, 2016

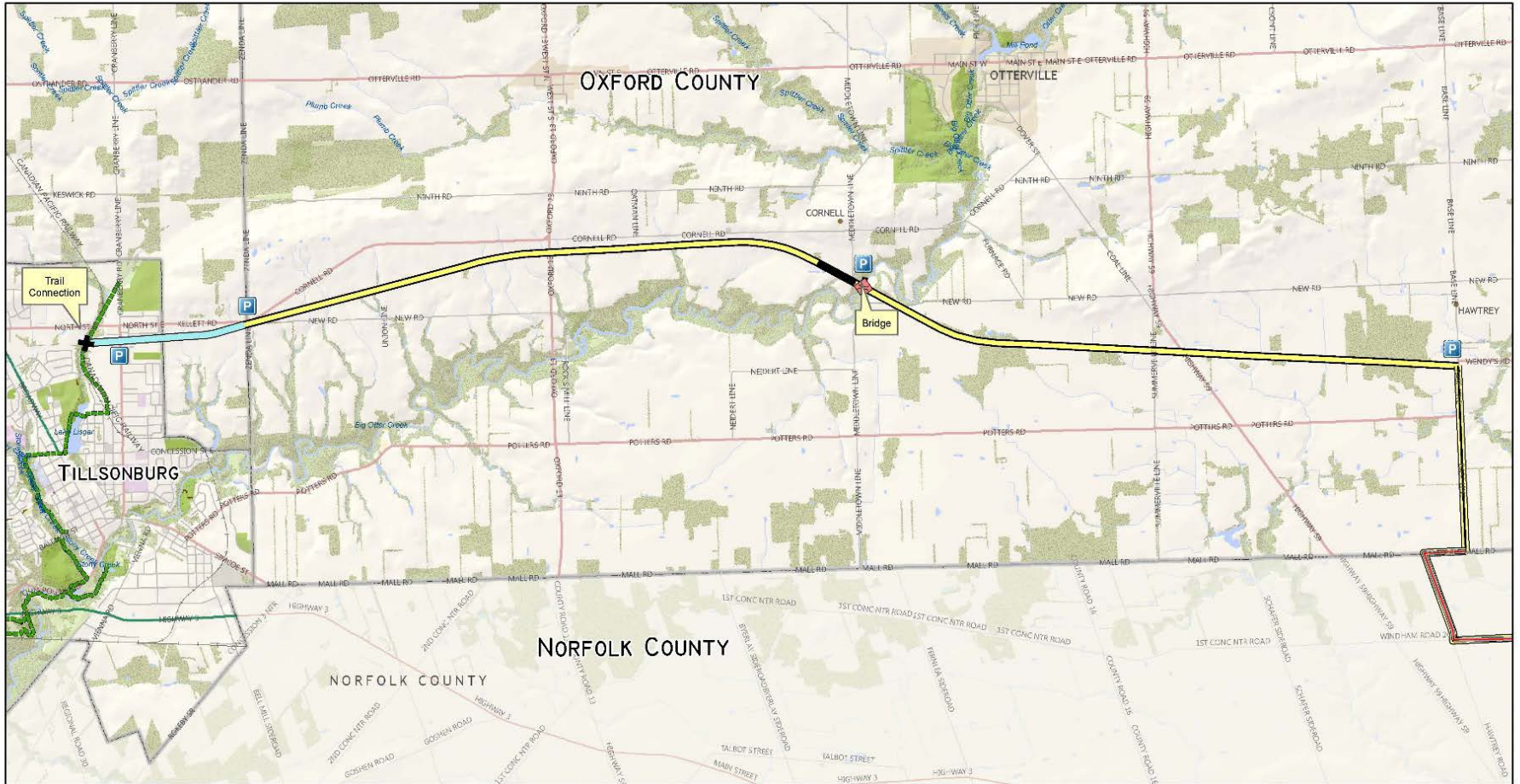
Questions?

Update on the Trans Canada Trail Extension

TRAILS UPDATE OUTLINE

1. Progress
2. Upcoming work
 - Tillsonburg to Zenda Line
3. Trail opening event

TRAIL MAP



CONSTRUCTION



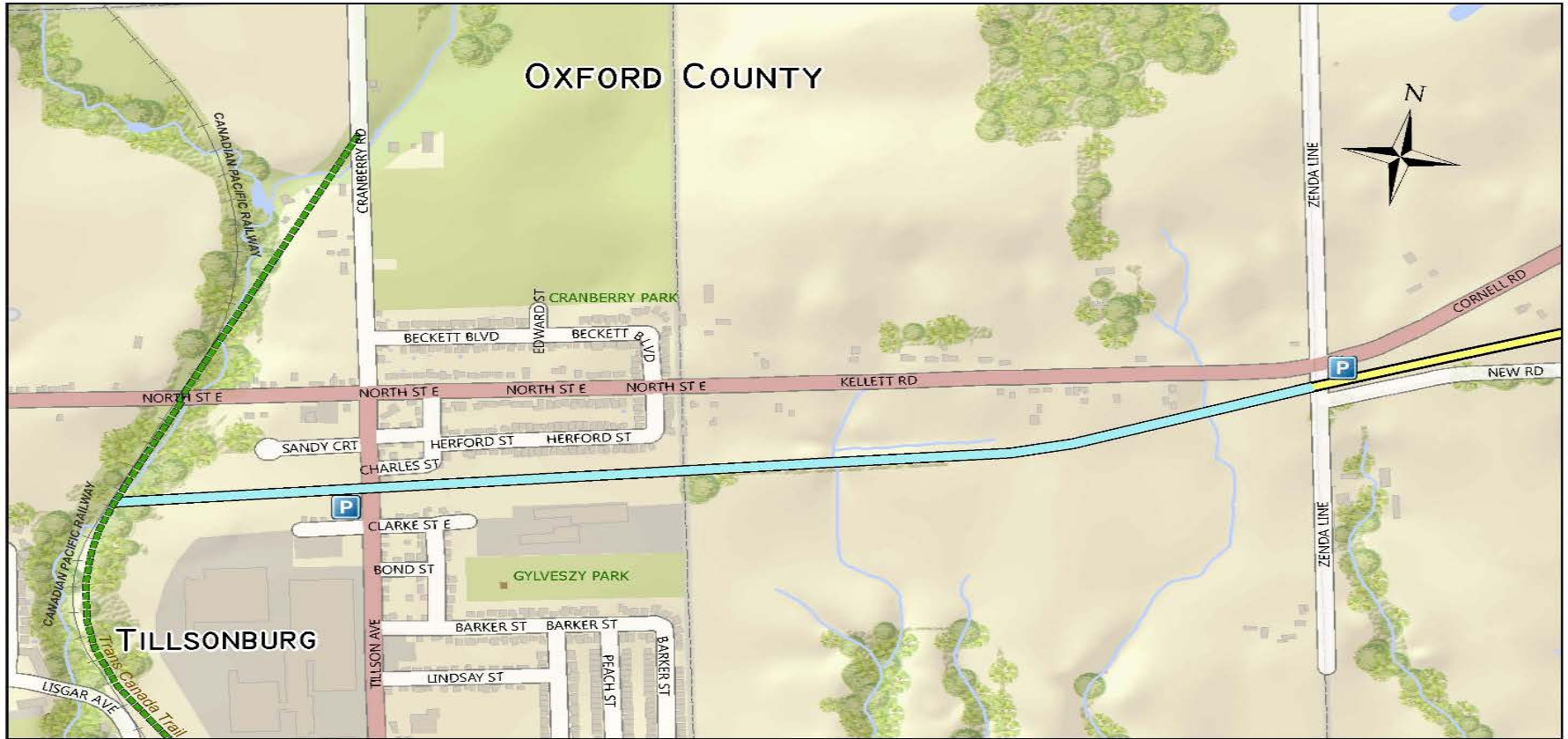
ACCESS GATES



WORK TO BE COMPLETED

- Tillsonburg to Zenda Line
- Parking areas
- Signage
- Bridge crossing/ trail connection
- Fencing

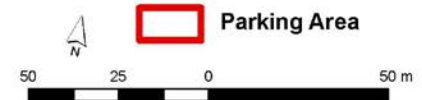
TILLSONBURG TO ZENDA LINE



PARKING | TILLSON AVE.



Trans Canada Trail Extension @ Tillson Ave



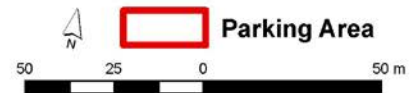
Imagery Flown Spring 2015
Map printed 31 March 2016



PARKING | ZENDA LINE



Trans Canada Trail Extension @ Zenda Line



Imagery Flown Spring 2015
Map printed 31 March 2016



PARKING | MIDDLETOWN LINE



Trans Canada Trail Extension @ Middletown Line



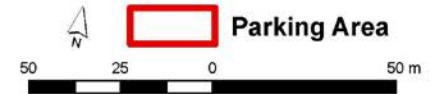
Imagery Flown Spring 2015
Map printed 31 March 2016



PARKING | BASELINE



Trans Canada Trail Extension @ Base Line



Imagery Flown Spring 2015
Map printed 31 March 2016



SIGNAGE

- 911# Markers
- Trailhead map/ information board
- Trail uses/ rules
- Mile markers
- Route markers
- Road signs

TRAIL MARKER | LEAMINGTON TCT



BRIDGE CROSSING/ TRAIL CONNECTION

- Pedestrian bridge at Otter Creek
- Trail connection in Tillsonburg

FENCING

- Fencing at road access points
- Line fences where requested

BUDGET/ EXPENDITURES

Budget	\$870,000
Expenditures to date	\$440,000
Total estimated cost	\$800,000

INFO SESSION

Thursday, March 30
6:00-8:00 p.m.
Community Complex
(Lion's Den)



CONSTRUCTION UPDATE:

Trans Canada Trail

Oxford County and the Town of Tillsonburg will be providing an update as construction is set to resume on the Trans Canada Trail (TCT) extension.

Preparation is complete, and construction is scheduled to begin in April on the extension of the Trans Canada Trail (TCT) extension between Zenda Line and the town of Tillsonburg.

A Public Drop-In Session will be held on Thursday, March 30th in Tillsonburg to update residents interested in the project. This meeting will be a drop-in format where residents can arrive at any time during the event, see displays and speak with staff to gather information and ask questions.

Public Drop-In Session:

Thurs., March 30th
between 6:00 - 8:00 p.m.

Tillsonburg
Community
Complex
in the Lion's Den

If you can't attend, visit [Speak up, Oxford!](http://OxfordCounty.ca/speakup) to review project details and to submit your questions or comments.

OxfordCounty.ca/speakup



TRAIL OPENING

Save the date!

Friday, June 23, 2017 - PM

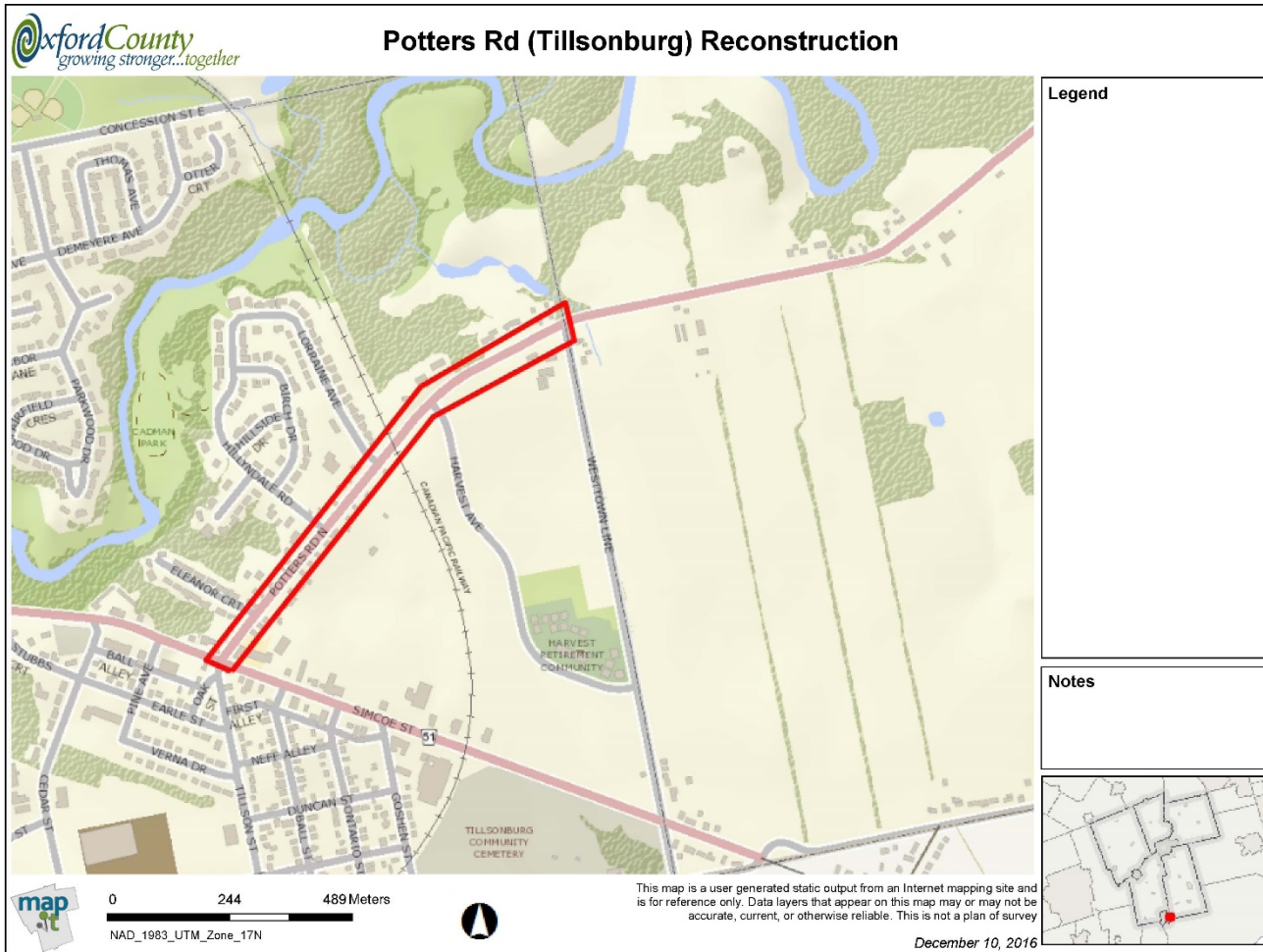
Grant recognition, ribbon cutting and trail walk/ride

Invitation to follow for Council, MPP, MP, partners and TCT representatives

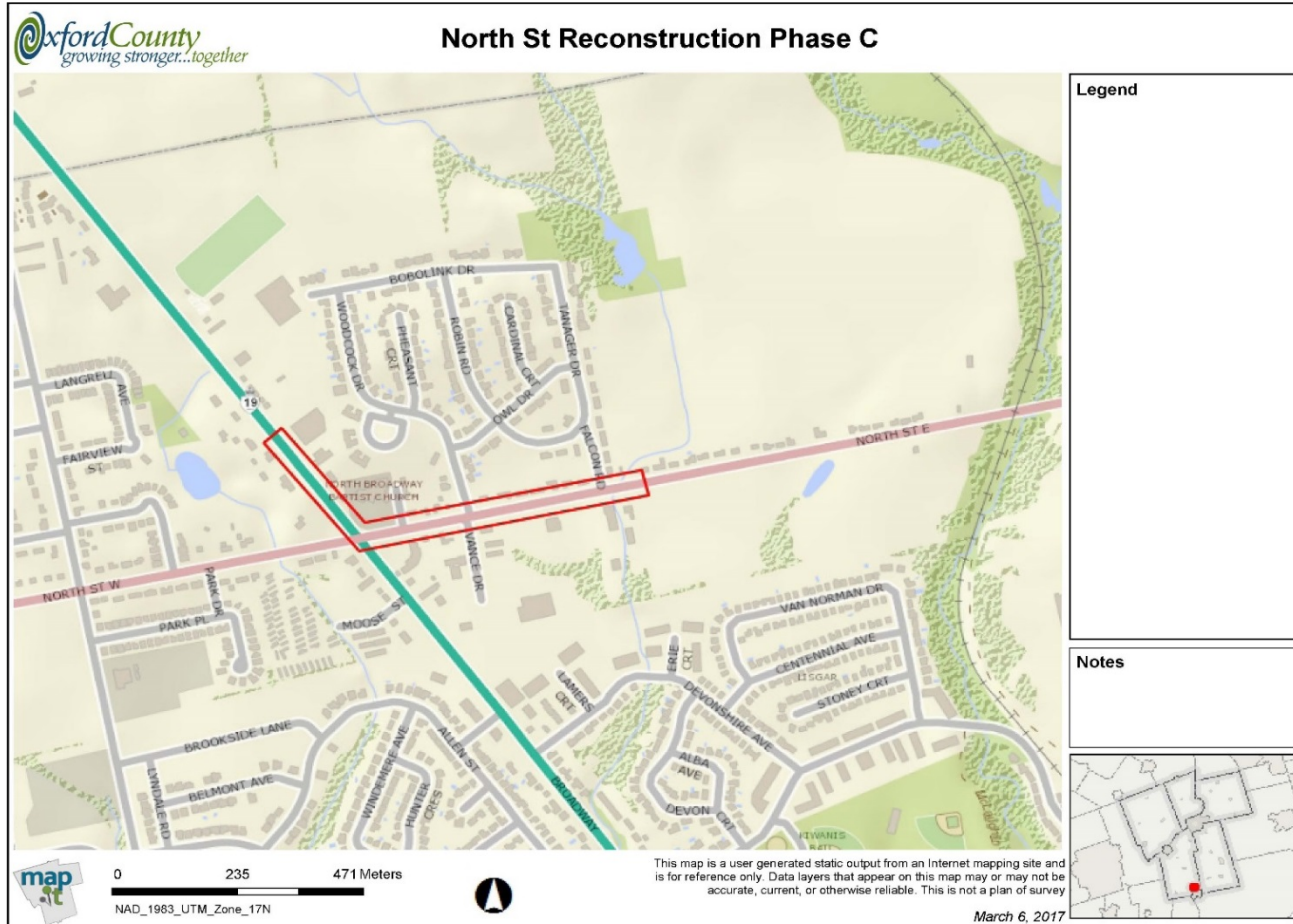
Questions?

Construction updates

POTTERS RD. ROAD IMPROVEMENTS



NORTH STREET RECONSTRUCTION



OTHER PROJECTS (2017)

- Resurfacing on Tillson Ave.
- Well 7 raw watermain
- North St West watermain relining

Questions?

From: noreply@esolutionsgroup.ca
To: [Tricia Smith](#)
Subject: New Submission Completed for Delegation Request Form
Date: March-08-17 2:41:51 PM

Hello,

Please note the following response to Delegation Request Form has been submitted at Wednesday March 8th 2017 2:40 PM with reference number 2017-03-08-002.

- First Name
Terry Ross

- Last Name
Ross

- Street Address
93 Concession St. West

- Town/City
Tillsonburg

- Postal Code
N4G 1R8

- Phone Number
519-937-1181

- E-mail
terryaaa@gmail.com

- Do you or any members of your party require accessibility accommodations?
No

- Council Meeting Date
Monday March 13

- Subject of Delegation
The "Gibson House Deck"

- Name(s) of Delegates and Position(s)
Terry Ross

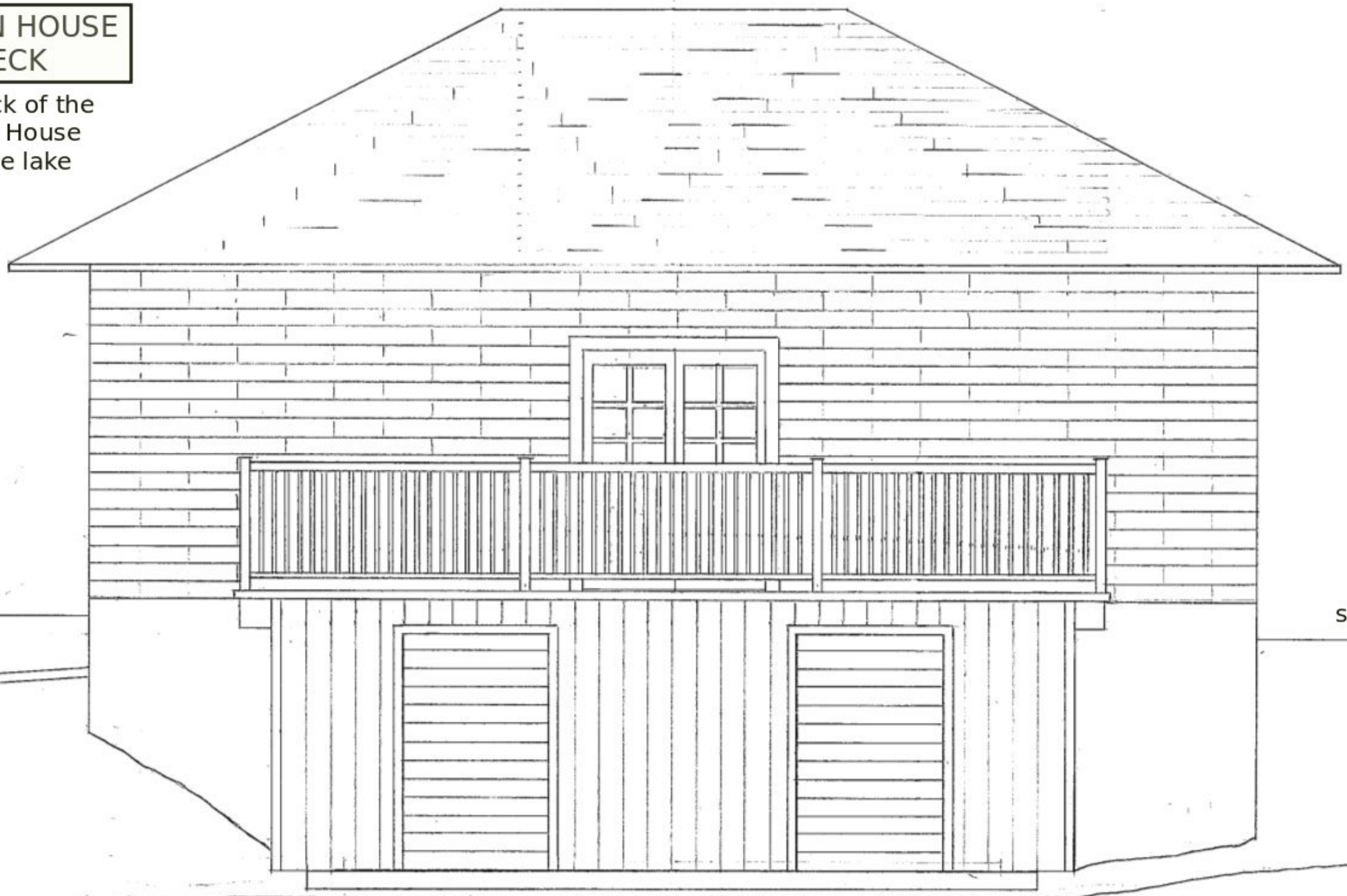
- Name of Group or Person(s) being represented (if applicable)
Tillsonburg Scout Association
- I acknowledge Delegations are limited to fifteen (15) minutes each.
I accept
- Brief Summary of Issue or Purpose of Delegation
I spoke to council last year about the possibility of a shipping container for the scouts to store their boats, and have better access to the lake. For years they have stored their boats in and beside the Gibson house. Substantial improvements to the lake, and barrier free access, by the Lake Lisgar Revitalization Committee, has created better public access to this part of the lake and thus use of the Gibson House it's self. A small building on the opposite side of the lake and an addition to the rowing club building, where other ideas discussed. The Gibson House Deck was originally proposed by the Lake Lisgar Revitalization Committee as a concept to make better use of the Gibson house facility and to give the Scouts better water access and boat storage; by enclosing the under side of the deck. At the time, this Idea ran in to technical difficulties, which have now been resolved. Namely the big tree that stood in the way. We then looked in to the costing of this project last year. A few drawings have circulated and the idea has shown community interest. So we proceeded to see what we could do for fund raising on this project. This has gone fairly well with \$8,000 raised so far. with another \$8,000 yet to be firmed up. The cost on this project ranges between \$24,000 to \$28,000 depending on weather we go with a wood deck or aluminium. (Commercial aluminium railing in either case.) This costing was accomplished by the donation of some local contractors time, and even some of the materials. All major cost aspects of the project have firm quotes. For example the "screw pylons" which are the foundation required to meet environmental assessment. There are some smaller costs however, that we can only guess at until the environmental assessment is done. The deck design and costing was done by Home hardware. I have included a drawing view of the deck looking at the Gibson House from the lake. Also a top view looking down on the Gibson House. Both are to scale, and are a very close representation of the final appearance.
- Will there be a Power Point presentation?
No
- Have you been in contact with a Staff member regarding the Delegation topic?
Yes

- If yes, please list the Staff member(s) you have been working with.
Donna Wilson, Brian Stevenson
- I acknowledge that all presentation material must be submitted to the Clerk's Office by 4:30 p.m. the Wednesday before the Council meeting date.
I accept

[This is an automated email notification -- please do not respond]

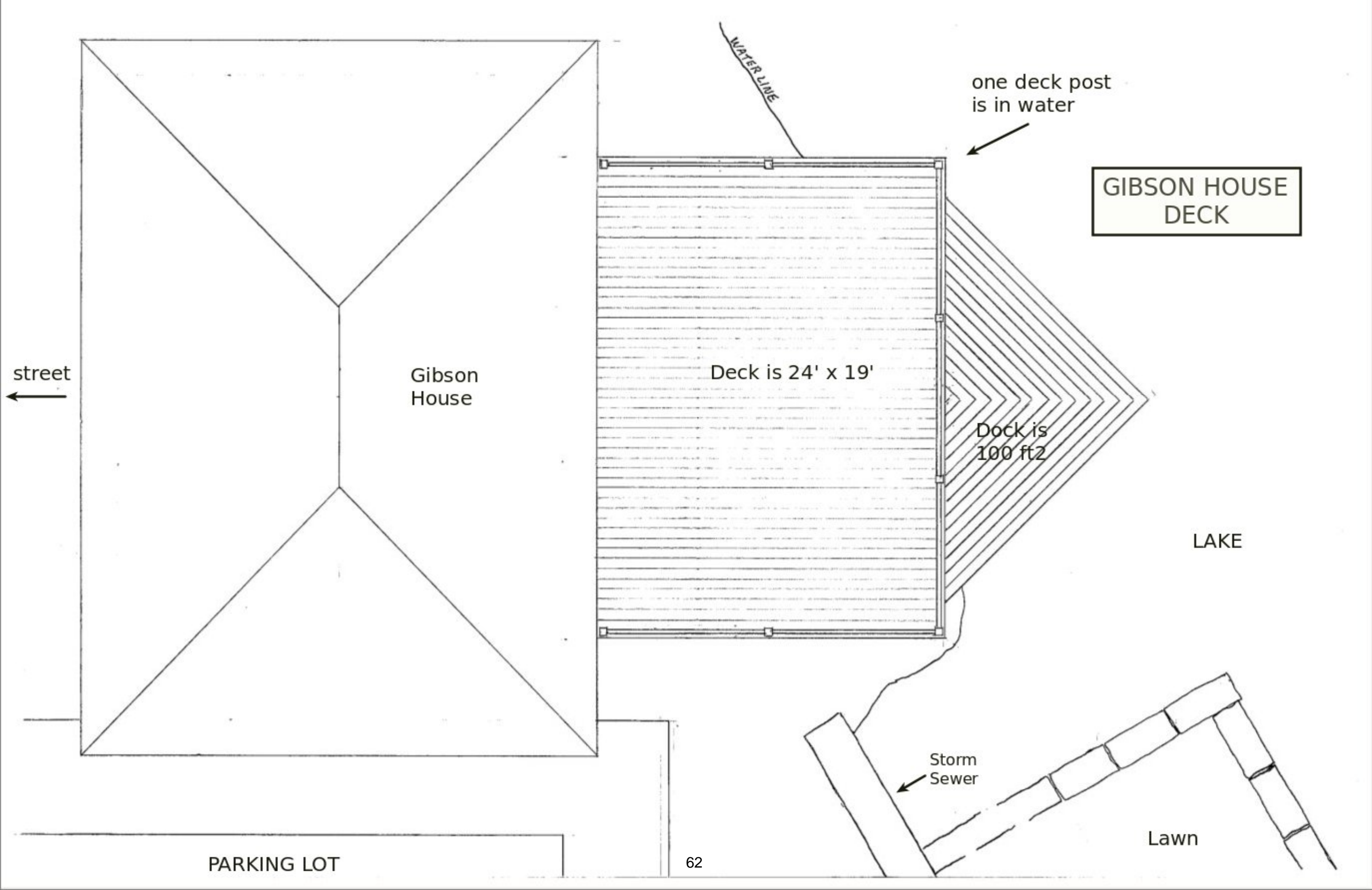
GIBSON HOUSE
DECK

The back of the
Gibson House
on the lake



street

Lake



WATER LINE

one deck post is in water

GIBSON HOUSE DECK

Deck is 24' x 19'

Dock is 100 ft²

LAKE

Storm Sewer

Lawn

street

Gibson House

PARKING LOT

62

PO Box 1614
Woodstock ON N4S 7Y3
Tel: (519) 539-9800
Fax: (519) 421-4712
website: www.oxfordcounty.ca



FILE No. OP 16-11-7

DATE RECEIVED: Dec 1/16

**APPLICATION FOR AN AMENDMENT
TO THE OFFICIAL PLAN**

SECTION ONE - GENERAL INFORMATION

1. Applicant:

a) Name _____ Telephone: _____
Address _____ Cell Phone: _____
Postal Code: _____ Email Address: _____

- b) Applicant's Interest in Subject Land:
- Registered Owner
 - Agreement of Purchase and Sale (attach copy)
 - Mortgage
 - Other (specify)

2. Registered Owner: (if other than applicant)

Name _____ Telephone: _____
Address _____ Cell Phone: _____
Postal Code: _____ Email Address: _____

3. Solicitor or Agent: (if any)

Name _____ Telephone: _____
Address _____ Cell Phone: _____
Postal Code: _____ Email Address: _____

4. Location of Subject Land:

Lot Number(s) _____ Concession / Plan No. _____
Part Number(s) _____ Reference Plan No. _____
Municipality _____ Former Municipality _____

Street/911 Civic Address _____
The subject land is located on the _____ side of the Street, lying between _____ Street
and _____ Street.

**Application for an Amendment to the Official Plan
Town of Tillsonburg Non-Profit Housing Corp.**

1 Applicant

Town of Tillsonburg Non-Profit Housing Corp
Box 203 Tillsonburg N4G 4H5
519-842-4890 519-842-2918 fax totil@golden.net
c/o Stephen Culig, Property manager, 519-688-7903 cell

The applicant has 2 X Agreements of Purchase and Sale (attached)

2 Registered owners

Property 1 – 13 Sanders Street, Tillsonburg
Christian Liptak, Stephanie Liptak
14 Beech Blvd Tillsonburg N4G 5R7 519-842-6646

Property 2 – 8 Hardy Avenue, Tillsonburg
Corporation of the Town of Tillsonburg
200 Broadway Tillsonburg N4G 5A8 519-842-9200

4 Location of Subject Lands

Property 1 – 13 Sanders Street
Plan 500 Lots 599 and 600, Part 1 RP41R-6762

Property 2 – 8 Hardy Avenue
Plan 500 Lot 598, Part 1 41R-6175, Part 1 41R-8912

SECTION TWO - OFFICIAL PLAN INFORMATION (Complete sections only where applicable)

5. Purpose of requested Amendment: to allow an increase in residential density

6. Is the application consistent with the Provincial Policy Statement, 2014, as amended? (see Item No. 9 in the application guide) Yes No

7. Is this a request for an Amendment to a Schedule(s) of the Official Plan: YES (yes/no) If yes, complete the following:

SCHEDULE (E.G. C-3)	TITLE	DESIGNATION OF SITE	USES PERMITTED
Existing:			
T.2		low density residential	
Proposed:			
T.2		medium density residential	

8. Is this a request for an Amendment to the text of the Official Plan: NO (yes/no) If yes, complete the following:

- a) Chapter, Section and Subsection title _____
- b) Is this section / subsection to be: Changed _____ Replaced _____ Deleted _____
- c) If changed/replaced, proposed text of Amendment _____

SECTION THREE – DESCRIPTION OF DEVELOPMENT (If specific development is proposed, complete the following)

9. Present Use of Subject Land: vacant land

10. Description of Existing Building(s) or Structure(s) on Subject Land: (Date of construction, present use) No buildings

11. Proposed Use of Subject Land: (Description of Applicant's Proposal) Multi residential
16 one bedroom apartments.
- one storey structure

12. Proposed Buildings or Structures associated with the Proposed Land Use: (include information regarding alteration to or demolition of existing buildings or structures) one storey structure with 16 one bedroom apartments

13. For proposed Residential development, specify:

- a) Gross or Net Density/Hectare _____
 b) No. of Units 16 Type of Units one bedroom

14. For proposed Commercial, Industrial, Institutional or Recreational development, specify:

- a) Gross Floor Area (by type of uses) _____

 b) Proposed Uses _____

SECTION FOUR – SITE INFORMATION AND SERVICES

15. Dimensions of Subject Land: (in metric units)

- a) Area 3805.35 m b) Frontage 39.0 m c) Depth 97.5 m

16. Access to Subject Land:

- ____ Provincial Highway
 ____ County Road
 Municipal Road
 ____ Unopened Road Allowance
 ____ Private Right-of-Way
 ____ Other (specify) _____

17. Adjacent Land Uses: (Indicate nature of adjacent land uses)

Residential

18. Services:

	MUNICIPAL WATER	MUNICIPAL SEWER	PRIVATE WATER	PRIVATE SEWER**
CONNECTED (YES/NO)	<u>YES</u>	<u>YES</u>		
TYPE (INDIVIDUAL/COMMUNAL)				

Municipal Storm Sewers Municipal Drain (Please check one)

****Note:** If the requested amendment involves development on a privately owned and operated individual or communal septic system and more than 4500 litres per day of effluent will be produced as a result of the completed proposal, the applicant must submit a servicing options report and a hydrogeological report.

SECTION FIVE - ZONING BY-LAW

19. Municipal Zoning By-Law Number: # 3295

Existing Zoning of Subject Land RI

20. Has an application for Zone Change been filed? Yes No _____

If yes, describe the proposed zoning of the subject land RM

SECTION SIX – OTHER INFORMATION

21. If the subject land, or any land within 120 meters of it, is the subject of an application by the applicant for a minor variance, a consent or consent and minor variance, an amendment to the Official Plan, a zoning by-law amendment, a Minister's zoning order, or approval of a plan of subdivision or site plan, please provide the file number, the name of the approval authority considering it, the land it affects, its purpose, its status, and its effect on the requested amendment.

N/A

22. If the requested amendment proposes to alter all or any part of the boundary of a designated settlement area or proposes to establish a new settlement area, please provide the current section containing policies of the Official Plan dealing with the alteration or establishment of a designated settlement area.

N/A

23. If the requested amendment proposes to remove the subject land from an area of employment, please provide the relevant section of the Official Plan dealing with the removal of land from an area of employment.

N/A

Dated this _____ day of _____ 2016.

SIGNATURE OF APPLICANT

If the applicant is not the owner of the land that is the subject of this application, the written authorization of the owner that the applicant is authorized to make the application must be included with this form or the authorization set out below must be completed.

AUTHORIZATION OF OWNER(S) FOR AGENT TO MAKE THE APPLICATION

I / We, _____
am/are the owner(s) of the land that is the subject of this application for Official Plan amendment. I / We authorize _____, to make this application on my / our behalf.

Date

Signature of Owner(s)

Signature of Owner(s)

SECTION SIX – OTHER INFORMATION

21. If the subject land, or any land within 120 meters of it, is the subject of an application by the applicant for a minor variance, a consent or consent and minor variance, an amendment to the Official Plan, a zoning by-law amendment, a Minister's zoning order, or approval of a plan of subdivision or site plan, please provide the file number, the name of the approval authority considering it, the land it affects, its purpose, its status, and its effect on the requested amendment.

22. If the requested amendment proposes to alter all or any part of the boundary of a designated settlement area or proposes to establish a new settlement area, please provide the current section containing policies of the Official Plan dealing with the alteration or establishment of a designated settlement area.

23. If the requested amendment proposes to remove the subject land from an area of employment, please provide the relevant section of the Official Plan dealing with the removal of land from an area of employment.

Dated this _____ day of _____ 2016.

SIGNATURE OF APPLICANT

If the applicant is not the owner of the land that is the subject of this application, the written authorization of the owner that the applicant is authorized to make the application must be included with this form or the authorization set out below must be completed.

AUTHORIZATION OF OWNER(S) FOR AGENT TO MAKE THE APPLICATION

I / We, Richard Cox / per Town of Tillsonburg
Director, R.C.P.
am/are the owner(s) of the land that is the subject of this application for Official Plan amendment. I / We authorize Tillsonburg Non-Profit Housing to make this application on my / our behalf.

Nov 26/2016
Date

Richard Cox
Signature of Owner(s)

Signature of Owner(s)

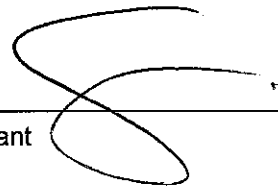
THIS SECTION TO BE COMPLETED IN THE PRESENCE OF A COMMISSIONER FOR TAKING AFFIDAVITS

I / We STEPHEN CULLIG of the TOWN
of Tillsonburg in the County of OXFORD

DO SOLEMNLY DECLARE THAT:

All of the prescribed information contained in this application is true and that the information contained in the documents that may accompany this application is true.

DECLARED before me at the TOWN
of Tillsonburg in the
County of OXFORD
this 30 day of November 2016.

Owner / Applicant 

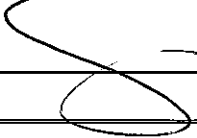
Owner / Applicant



A Commissioner for Taking Affidavits

HELEN ANN JOHNSON, a Commissioner, etc.,
Province of Ontario, for the Corporation of the
Town of Tillsonburg Expires March 10, 2017.

If the decision of this application is appealed by a third party, I STEPHEN CULLIG,
(owner/applicant name – please print)
agree to support the application, provide assistance in the preparation and presentation of the application before the Ontario Municipal Board and pay all of the County's legal costs associated with the OMB hearing.

 (signature of owner/applicant)

MFIPPA Notice of Collection & Disclosure

The collection of personal information on this form is legally authorized under Sec.22 of the *Planning Act* and O.Reg.543/06 for the purpose of processing your planning application. Questions about this collection should be directed to the Director of Community and Strategic Planning at the County of Oxford, 21 Reeve St., P.O. Box 1614, Woodstock, ON N4S 7Y3 or at 519-539-9800 (ext.3207).

Pursuant to Sec.1.0.1 of the *Planning Act*, and in accordance with Sec.32(e) of the *Municipal Freedom of Information and Protection of Privacy Act*, it is the policy of the County of Oxford to make all planning applications and supporting material available to the public.



FILE NO: ZN 7-16-09

DATE RECEIVED: Dec 1/16

TOWN OF TILLSONBURG
APPLICATION FOR ZONE CHANGE

1. Registered Owner(s):

Name: Address: Postal Code: E-mail: Phone: Residence: Business: Fax:

Applicant (if other than registered owner):

Name: Address: Postal Code: E-mail: Phone: Residence: Business: Fax:

Solicitor or Agent (if any):

Name: Address: Postal Code: E-mail: Phone: Business: Fax:

All communications will be sent to those listed above. If you do not wish correspondence to be sent to the

Owner, Applicant, or Solicitor/Agent, please specify by checking the appropriate box.

Name and address of any holders of any mortgage, charges or other encumbrances (if known):

2. Subject Land(s):

a) Location:

Municipality: Concession No.: Registered Plan No.: Reference Plan No.: The proposed lot is located on the side of Street, lying between Street and Street. Street and/or Civic Address (911#):

b) Official Plan Designation:

Existing: Low density
Proposed: Medium density

If the proposed designation is different than the existing designation, has an application for Official Plan Amendment been filed with the County of Oxford? No Yes

FOR OFFICE USE ONLY
DATE PRESCRIBED INFORMATION COMPLETE

PIN
000270953; 000270952

REV. JUN 14

c) Zoning: Present: R1
 Proposed: Rm

d) Uses: Present: Vacant land
 Proposed: (Include description) 16 unit apartment building

3. Buildings/Structures:

For all buildings/structures, either existing or proposed on the subject lands, please supply the following information:

	<input checked="" type="checkbox"/> None Existing Building 1	<input type="checkbox"/> None Proposed Building 2
Existing/Proposed		
Use:	_____	_____
Date Constructed (if known):	_____	_____
Floor Area:	_____	_____
Setbacks:		ATTACHED
Front lot line	_____	_____
Side lot lines	_____	_____
Rear lot line	_____	_____

Please complete for residential, commercial/industrial or institutional uses.

	RESIDENTIAL	COMMERCIAL/ INDUSTRIAL	INSTITUTIONAL
TYPE Apt., semi, townhouse, retail, restaurant, church, etc.	Rowhouse apartment		
# OF UNITS	16 x 1 bedroom		N/A
CONVERSION/ADDITION TO EXISTING BUILDING Describe			
TOTAL # OF UNITS/BEDS	N/A	N/A	
FLOOR AREA by dwelling unit or by type (office, retail common rooms, etc.)	10,200 sq ft		
OTHER FACILITIES (playground, underground parking, pool, etc.)	Surface parking		
# OF LOTS (for subdivision)			N/A
SEATING CAPACITY (for restaurant, assembly hall, etc.)	N/A		
# OF STAFF	N/A		
OPEN STORAGE REQUIRED?	N/A		N/A
ACCESSORY RESIDENTIAL USE?	N/A	If accessory residential use, complete residential section	If accessory residential use, complete residential section

4. Site Information (proposed use(s):

Lot Frontage	<u>128'</u>	Exterior Side Yard (corner lot)	<u>20'</u>
Lot Depth	<u>320'</u>	Landscaped Open Space (%)	_____
Lot Area	<u>40,960 sq ft</u>	No. of Parking Spaces	<u>24</u>
Lot Coverage	<u>24.9 %</u>	No. of Loading Spaces	_____
Front Yard	<u>30'</u>	Building Height	<u>1 Storey</u>
Rear Yard	<u>80'</u>	Width of Planting Strip	_____
Interior Side Yard	<u>Parking edge 10'</u> <u>Building 50'</u>	Driveway Width	<u>15'</u>

5. Services: (check appropriate box)

		Existing	Proposed
Water supply	Publicly owned and operated piped water system	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Privately owned and operated individual well	<input type="checkbox"/>	<input type="checkbox"/>
	Other (specify) _____	<input type="checkbox"/>	<input type="checkbox"/>
Sewage Disposal	Publicly owned and operated sanitary sewer system	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Privately owned and operated individual septic tank	<input type="checkbox"/>	<input type="checkbox"/>
	Other (specify) _____	<input type="checkbox"/>	<input type="checkbox"/>
Storm Drainage	Municipal Sewers <input checked="" type="checkbox"/> Ditches <input type="checkbox"/>		
	Municipal Drains <input checked="" type="checkbox"/> Swales <input type="checkbox"/>		

6. Access:

Provincial Highway	<input type="checkbox"/>	Unopened Road Allowance	<input type="checkbox"/>
County Road	<input type="checkbox"/>	Right-of-Way owned by _____	<input type="checkbox"/>
Municipal Road maintained all year	<input checked="" type="checkbox"/>	Other (specify) _____	<input type="checkbox"/>
Municipal Road seasonally maintained	<input type="checkbox"/>		

7. General Information:

a) Is the Subject Land the subject of regulations for flooding or fill and construction permits of the Long Point Region Conservation Authority? No Yes

If yes, has an Application been filed with the Conservation Authority? No Yes

b) Present land use(s) of adjacent properties: Residential

c) Characteristics of subject land (check appropriate space(s) and add explanation, if necessary)

(i) Does the land contain environmental features such as wetlands, woodlots, watercourses, etc.?

No Yes If yes, describe _____

(ii) Has any part of the land been formally used for any purpose other than agricultural purposes?

No Yes

If yes, describe former use:

Residential and Parks department storage

8. Historical Information:

a) Is the subject land the subject of a current Application for Consent to the Oxford County Land Division Committee or a current application for draft plan of subdivision to the County of Oxford?

No Yes → Application No. _____

b) Have the subject land(s) ever been the subject of any other application under the Planning Act, such as an application for approval of an Official Plan amendment, a zoning by-law amendment, a Minister's Zoning Order amendment, consent, a minor variance, or approval of a plan of subdivision?

No Unknown

Yes → File No. _____ Status/Decision _____

c) If known, the date the subject land was acquired by the owner? _____

d) If known, the length of time that the existing uses of the subject land have continued? _____

Authorization of Owner(s) for Applicant/Agent to Make the Application

I/We, Richard Cox/per Town of Tillsonburg am/are the owner(s) of the land that is the subject of this application for zone change and I/We authorize Tillsonburg Non-Profit Housing, to make this application on my/our behalf.

Date Nov 26/2016 Signature of Owner(s) [Signature] Signature of Owner(s) _____

THIS SECTION TO BE COMPLETED IN THE PRESENCE OF A COMMISSIONER FOR TAKING AFFIDAVITS

I/We STEPHEN CULLIG of the Town of Tillsonburg in the County of OXFORD.

DO SOLEMNLY DECLARE THAT:
 All of the prescribed information contained in this application is true and that the information contained in the documents that may accompany this application is true and I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

DECLARED before me at the Town of Tillsonburg in the County of OXFORD this 30 day of November 20 16

[Signature]
 Owner(s)/Applicant
 Owner(s)/Applicant

[Signature]
 A Commissioner for Taking Affidavits

**HELEN ANN JOHNSON, a Commissioner, etc.,
 Province of Ontario, for the Corporation of the
 Town of Tillsonburg Expires March 10, 2017.**

Notes:

1. Applications will not be considered complete until all requested information has been supplied.
3. It is required that **one original** of this application (including the sketch/site plan) be filed, accompanied by the applicable fee of **\$650.00** in cash or cheque, payable to the **Treasurer, Town of Tillsonburg**.

Municipal Freedom of Information and Protection of Privacy Act – Notice of Collection & Disclosure

The collection of personal information on this form is legally authorized under Sec.34 of the *Planning Act* and O.Reg.545/06 for the purpose of processing your planning application. Questions about this collection should be directed to the Corporate Manager of Community and Strategic Planning at the County of Oxford, 21 Reeve St., P.O. Box 1614, Woodstock, ON N4S 7Y3 or at 519-539-9800 (ext.3207).

Pursuant to Sec.1.0.1 of the *Planning Act*, and in accordance with Sec.32(e) of the *Municipal Freedom of Information and Protection of Privacy Act*, it is the policy of the County of Oxford to make all planning applications and supporting material available to the public.

To: Mayor and Members of Tillsonburg Council

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

Applications for Official Plan Amendment & Zone Change

OP 16-11-7; ZN 7-16-09 – Town of Tillsonburg Non-Profit Housing Corp.

REPORT HIGHLIGHTS

- The applications for Official Plan amendment and Zone Change propose to re-designate and rezone the site to permit medium density residential development, consisting of a one storey apartment building with 16 apartment units.
- Comments received through the Agency circulation of the proposal will be addressed through the site plan approval process.
- Planning staff are recommending that the application be supported, as it is consistent with the strategic initiatives and objectives of the Official Plan respecting new medium density residential development.

DISCUSSION

Background

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

OWNER: Christian & Stephanie Liptak
14 Beech Blvd, Tillsonburg ON N4G 5R7

APPLICANT: Town of Tillsonburg Non-Profit Housing Corp.
Box 203, Tillsonburg ON N4G 4H5

LOCATION:

The subject lands consist of two properties described as Lots 598, 599 & 600, Plan 500, and Part 1 of Reference Plans 41R-6175, 41R-6762, & 41R-8912, in the Town of Tillsonburg. The lands are located on the south west corner of the Sanders Street and Hardy Avenue intersection, and are municipally known as 13 Sanders Street and 8 Hardy Avenue.

COUNTY OF OXFORD OFFICIAL PLAN:

EXISTING:

Schedule "T-2"	Town of Tillsonburg Residential Density Plan	Low Density Residential
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PROPOSED:

Schedule "T-2"	Town of Tillsonburg Residential Density Plan	Medium Density Residential
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TOWN OF TILLSONBURG ZONING BY-LAW NO.3295:

Existing Zoning: Low Density Residential Type 1 Zone (R1)

Proposed Zoning: Medium Density Residential Zone (RM)

PROPOSAL:

The purpose of the Applications for Official Plan Amendment and Zone Change is to permit a one storey apartment building with 16 one bedroom apartment units on the subject lands. The proposed Official Plan amendment would re-designate the site from Low Density Residential to Medium Density Residential, and the zone change would rezone the property from Low Density Residential Type 1 Zone (R1) to Medium Density Residential Zone (RM).

The subject property is comprised of two parcels, approximately 0.38 ha (0.94 ac.) in area and are currently vacant. The easterly parcel was most recently used as a Town Parks and Recreation work yard, and the westerly parcel was occupied by a single detached dwelling that was removed in 2013. The applicant proposes to construct a one storey apartment building with 16 one bedroom apartment units, with an approximate gross floor area of 947.6 m² (10,200 ft²).

Surrounding land uses include lower density residential uses consisting of single detached dwellings, with some multi-unit residential dwellings on Hardy Avenue. The Tillsonburg Community Centre is located approximately 130 m (425') to the north east, and Memorial Park is located at the eastern end of Sanders Street, approximately 120 m (400') to the east.

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

Plate 2, 2015 Aerial Photo, provides an aerial view of the subject property.

Plate 3a, Applicant's Sketch, is the applicant's proposed building location and parking lot layout.

Plate 3b, Applicant's Sketch, depicts the interior layout of the proposed apartment building.

Plate 4, Proposed Building Elevations, provides a conceptual design of the proposed building appearance from Sanders Street.

The Town of Tillsonburg, and Christian & Stephanie Liptak, as the owners of the site, have entered into agreements of purchase and sale with the applicant and have authorized the applicant to submit the Official Plan Amendment and Zoning By-law amendment applications.

Application Review

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 1.1.1 provides that healthy liveable and safe communities are sustained by accommodating an appropriate range and mix of residential (including second units, affordable housing, and housing for older persons) to meet long-term needs, and promoting cost-effective development that minimizes land consumption and servicing costs.

Section 1.4.3 directs that planning authorities shall provide for an appropriate range and mix of housing types and densities to meet projected requirements of current and future residents by permitting and facilitating all forms of housing required to meet the social, health, and well-being requirements of current and future residents, including special needs requirements and increasing the supply of affordable housing, and utilizing existing infrastructure and public service facilities.

Section 1.1.3.1 of the PPS states that Settlement Areas will be the focus of growth and their vitality and regeneration shall be promoted. Land use patterns within settlement areas shall be based on:

- densities and mix of land uses which are appropriate for, and efficiently use the infrastructure and public service facilities which are planned or available;
- support active transportation;
- efficiently use land and resources;
- a range of uses and opportunities for intensification and redevelopment in accordance with the criteria in policy 1.1.3.3, where this can be accommodated.

OFFICIAL PLAN:

The Official Plan states that Medium Density Residential Areas are those lands that are primarily developed or planned for low to medium profile multiple unit development that exceeds densities established for Low Density Residential areas. Residential uses within the Medium Density Residential areas include townhouses, medium density cluster development, converted dwellings and low-rise apartments.

The maximum net residential density in the Medium Density Residential area is 62 units per hectare (25 units per acre) and no building shall exceed four stories in height at street elevation. Within areas of new Medium Density Residential development, the minimum net residential density shall be 31 units per hectare (13 units per acre).

In addition to areas predominantly composed of existing or planned Medium Density Residential development as identified on Schedule T-2, any further designations will be consistent with the following location criteria:

- sites which abut arterial or collector roads or which are situated such that movements from the site do not flow through any adjoining Low Density Residential area;
- sites which are close to shopping, recreation, cultural and community facilities;

- sites which are adjacent to commercial areas, Community Facilities or High or Medium Density Residential areas.

Any lands proposed for Medium Density Residential development not identified on Schedule T-2 will require an amendment to the Official Plan. In addition to the location policies identified, when considering proposals to designate lands for Medium Density Residential development, Town Council and County Council will be guided by the following site specific criteria:

- the size, configuration and topography of the site is such that there is sufficient flexibility in site design to mitigate adverse effects on the amenities and character of any adjacent Low Density Residential area through adequate buffering and screening;
- the location of vehicular access points and the likely effects of traffic generated by the proposal on Town streets has been assessed and is acceptable;
- adequate hard service capacity including water distribution, sanitary and storm sewers, power and gas distribution facilities is or will be available to accommodate the proposed development;
- off-street parking and outdoor amenity areas can be provided;
- the effect of the proposed development on environmental resources or the effect of environmental constraints on the proposed development will be addressed and mitigated as outlined in Section 3.2.

TOWN OF TILLSONBURG ZONING BY-LAW:

The subject property is currently zoned 'Low Density Residential Type 1 Zone (R1)', according to the Town of Tillsonburg Zoning By-law. The applicant proposes to rezone the subject properties to 'Medium Density Residential Zone (RM)'.

Permitted uses within the 'Medium Density Residential Zone (RM)' include an apartment dwelling, boarding and lodging house, multiple-unit dwelling, and a street fronting townhouse.

Once the two existing lots have been consolidated, the resulting lot and 16 apartment units will comply with the provisions of the RM zone.

The provisions for parking areas are contained with Section 5.24 of the Zoning By-law. The applicant is not seeking any relief from the parking requirements of the Zoning By-Law.

AGENCY COMMENTS:

The applicant's proposal was circulated to various public agencies considered to have an interest in the proposal.

The Tillsonburg Chamber of Commerce indicated that they are in support of this application.

Town of Tillsonburg Building Services indicated that if approved, the proposed development would be subject to site plan control.

Town of Tillsonburg Engineering Services Department indicated that they have no concerns with the applications for Official Plan amendment and zone change. During the site plan process the applicant will be required to extend adequately sized services to the property, and provide storm water management prior to discharging runoff into the storm sewer. All drainage is to be self-contained.

Oxford County Public Works Department indicated that they have no comments regarding the proposed Official Plan Amendment and Zoning change. Assuming that the subject applications are approved, the following preliminary comments are provided to the applicant in advance of a site plan submission:

- one water service and one water meter will be permitted to service the proposed apartment building;
- replacement/upsizing, if/as required, of existing water and/or sanitary sewer services will be at the expense of the owner.

The Town Development Commissioner provided the following comments:

The Town of Tillsonburg is the Seller of the subject property. The former Parks & Recreation property was listed for sale subsequent to being declared surplus in October 2011. Since then, the Town has received three different offers (one in 2012, one in 2014, and one in 2015) with none proceeding to close.

The redevelopment and intensification proposed by this development would appear to be beneficial to the Town and the community. With respect to the proposed use by the Tillsonburg Non-Profit Housing Corporation, it supports Goal 3.3 of the Community Strategic Plan, which is to “Support the aging population and an active senior citizenship”. This development would enable more low income seniors to find affordable housing and reduce the current waitlist significantly.

Canada Post Corporation indicated that as the development includes plans for (a) multi-unit building(s) with a common indoor entrance, the developer must supply, install and maintain the mail delivery equipment within these buildings to Canada Post’s specifications.

PUBLIC CONSULTATION:

Notice of complete application and notice of public meeting regarding this application was circulated to surrounding property owners on two occasions, December 13, 2016 & January 30, 2017.

Two letters of concern were received in response to public circulation of this application. One letter of concern was received from a landowner at 18 Sanders Street, expressing concerns with the appearance and density of the proposed building, as well as the potential tenants of the building. The second letter of concern was received from a landowner at 387 Broadway, expressing concerns with the potential impact of the development on the neighbourhood. The letters are included as attachments to this report.

Oxford County Council is scheduled to consider the proposed Official Plan Amendment at their February 22, 2017 regular meeting of Council.

Planning Analysis

The applications for Official Plan Amendment and Zone Change propose to redesignate and rezone the subject lands to facilitate the construction of a one storey apartment building, consisting of 16 one bedroom apartment dwelling units.

The proposed development of the subject lands will provide more housing choice for the residents of Tillsonburg and is considered to be an efficient use of the lands, municipal services and infrastructure. It is the opinion of this Office that the subject application is consistent with the housing, intensification, and redevelopment policies of the PPS. Additionally, staff are of the

opinion that this proposal will assist in providing a mix of housing types and tenures for current and future residents of the Town.

Staff have reviewed this proposal in light of relevant Official Plan policies for areas of new Medium Density Residential Development and are of the opinion that the proposal is consistent with the Official Plan and satisfies the review criteria contained therein. The subject lands are in close proximity to community facilities including the Tillsonburg Recreation Centre and the size, shape, and topography of the lands are such that the proposed apartment building can be easily accommodated within the RM zone provisions. Although the property is not directly located on an arterial road, the limited traffic anticipated from the development (consisting of 16 one bedroom apartments for seniors) and the proximity to Broadway will result in minimal impact on existing low density development in the area. Town Engineering Services Department have indicated that no traffic study will be required. All required parking can be provided on site, and due to the large size of the subject property, opportunities exist for buffering, screening, and adequate outdoor amenity areas can be provided for the development. Adequate municipal services are available, or can be extended to service the proposed development. The apartment units will be targeted for seniors currently waitlisted with the applicant, and as all required off-street parking will be provided, there is no expected adverse impact to parking or traffic patterns in the vicinity.

The applicant has not sought any special provisions through the proposed rezoning, and has indicated that the development will comply with the requirements of the RM zone. The applicant has provided preliminary building elevations that depict a low rise, one storey structure that will be typical of the predominant building height in the area. Additionally, as part of the site plan approval process, landscaping, buffering, drainage and grading, and lighting will be addressed.

In light of the foregoing, this Office is satisfied that the applicant's request to increase the residential density of the site and rezone the subject lands to facilitate the development of a one storey apartment building is consistent with the PPS and supports the strategic objectives and general intent and purpose of the Official Plan and can therefore be given favourable consideration.

RECOMMENDATIONS

1. It is recommended that the Council of the Town of Tillsonburg 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;
2. It is recommended that the Council of the Town of Tillsonburg 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).

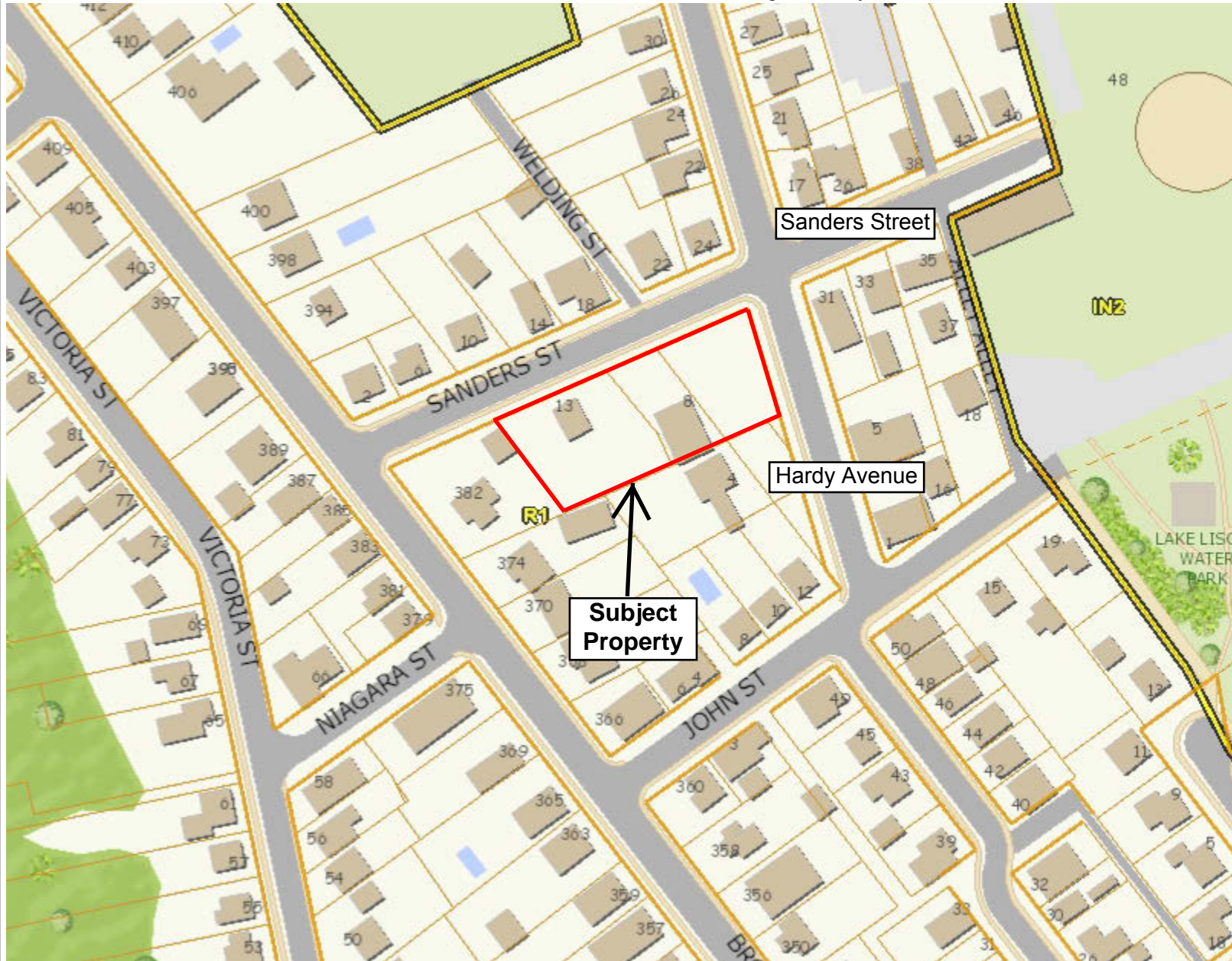
SIGNATURES

Authored by: "*original signed by*"

Eric Gilbert, MCIP RPP
Senior Planner

Approved for submission: "*original signed by*"

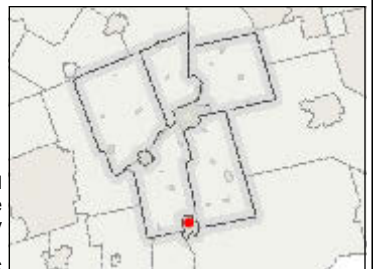
Gordon K. Hough, RPP
Director



Legend

- Parcel Lines
 - Property Boundary
 - Assessment Boundary
 - Unit
 - Road
 - Municipal Boundary
- Zoning (Displays 1:16000 to 1:500)

Notes



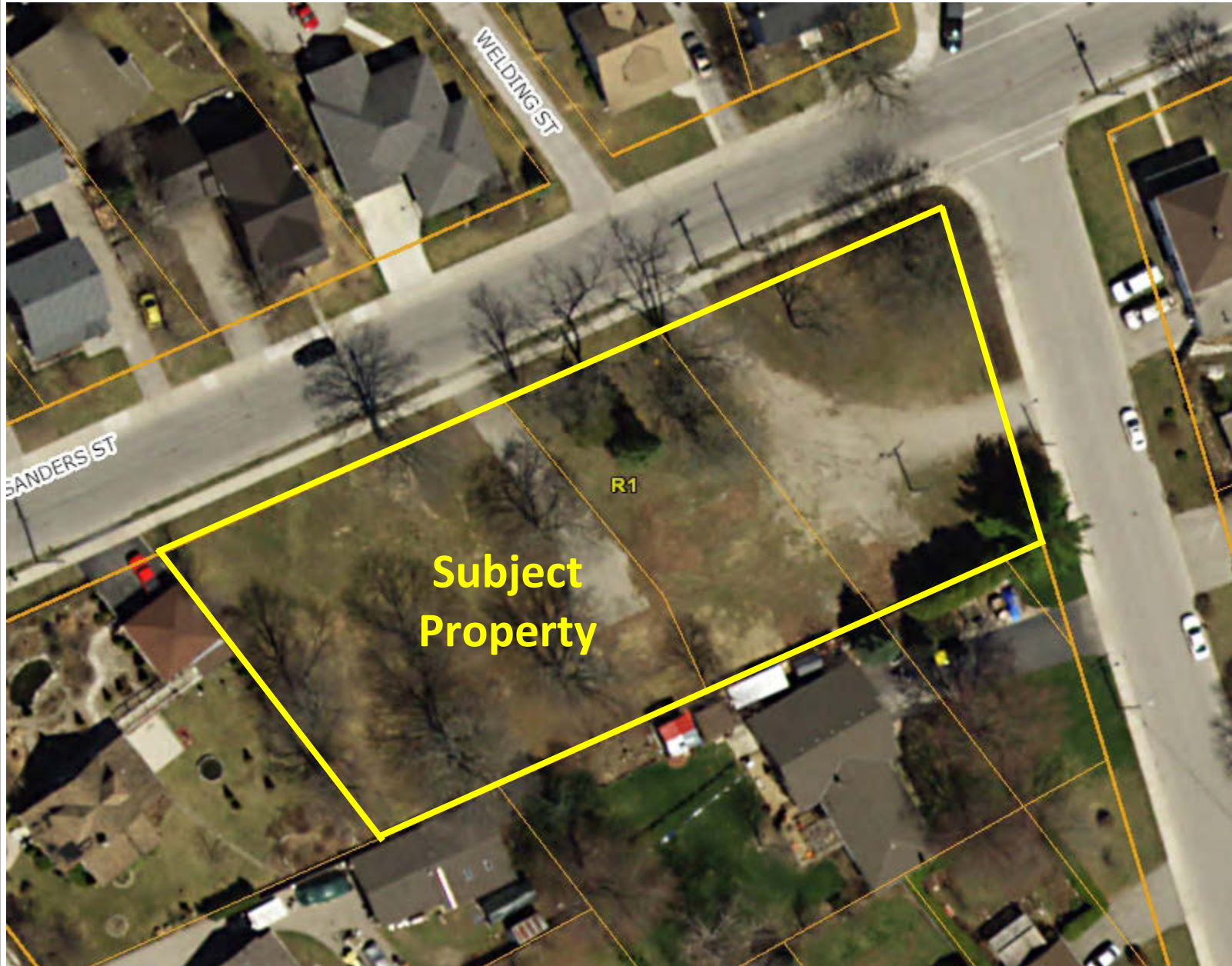
0 51 102 Meters

NAD_1983_UTM_Zone_17N



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. This is not a plan of survey

December 2, 2016



Legend

- Parcel Lines**
 - Property Boundary
 - Assessment Boundary
 - Unit
 - Road
 - Municipal Boundary
- Zoning (Displays 1:16000 to 1:500)**

Notes



0 17 33 Meters

NAD_1983_UTM_Zone_17N



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. This is not a plan of survey

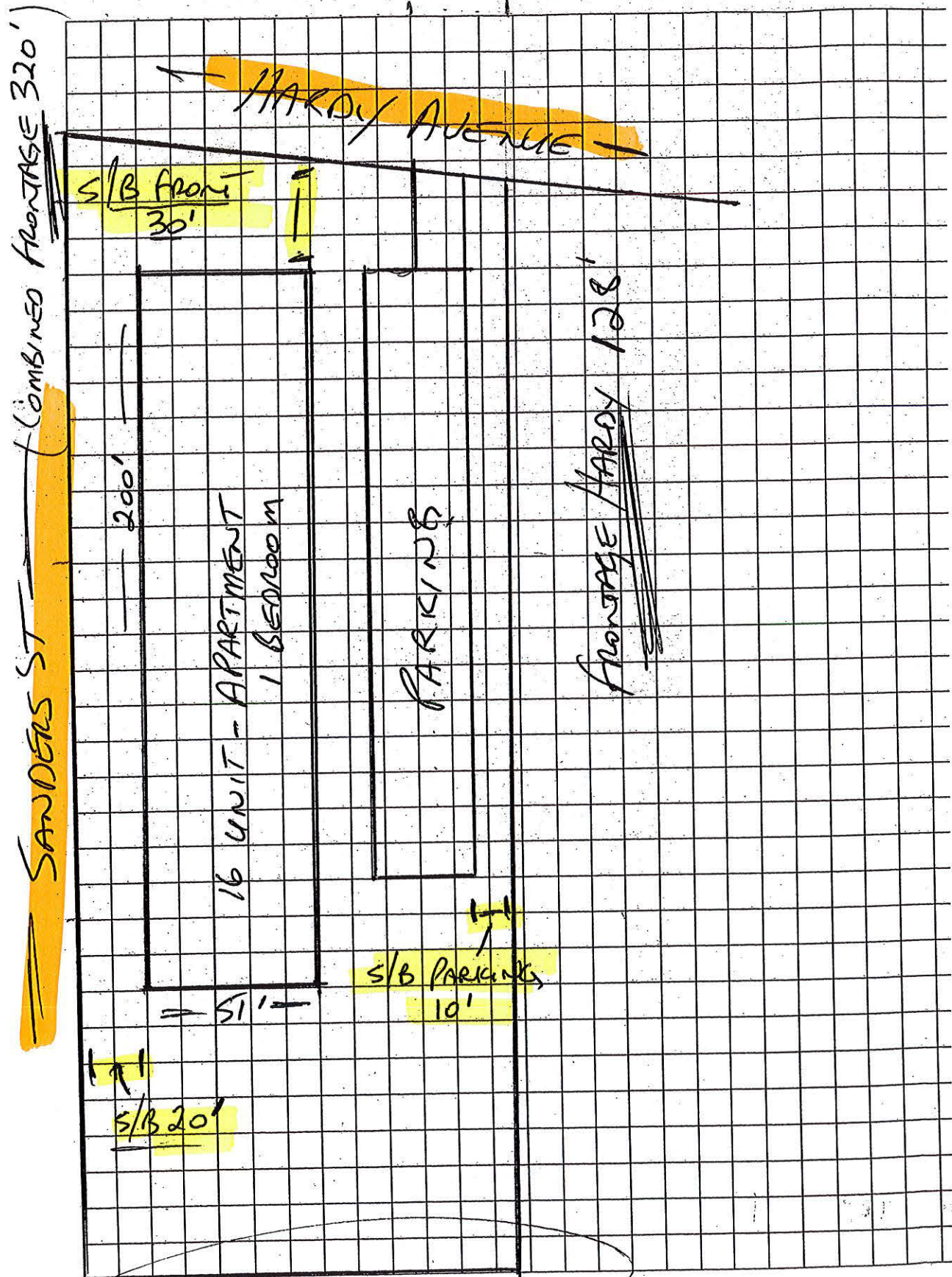
December 2, 2016

SKETCH/SITE PLAN

USE THIS PAGE FOR SKETCH (OR SURVEY PLAN IF AVAILABLE) AND ATTACH TO APPLICATION FORM.

WITHOUT SKETCH OR SURVEY PLAN, THE APPLICATION WILL NOT BE PROCESSED.

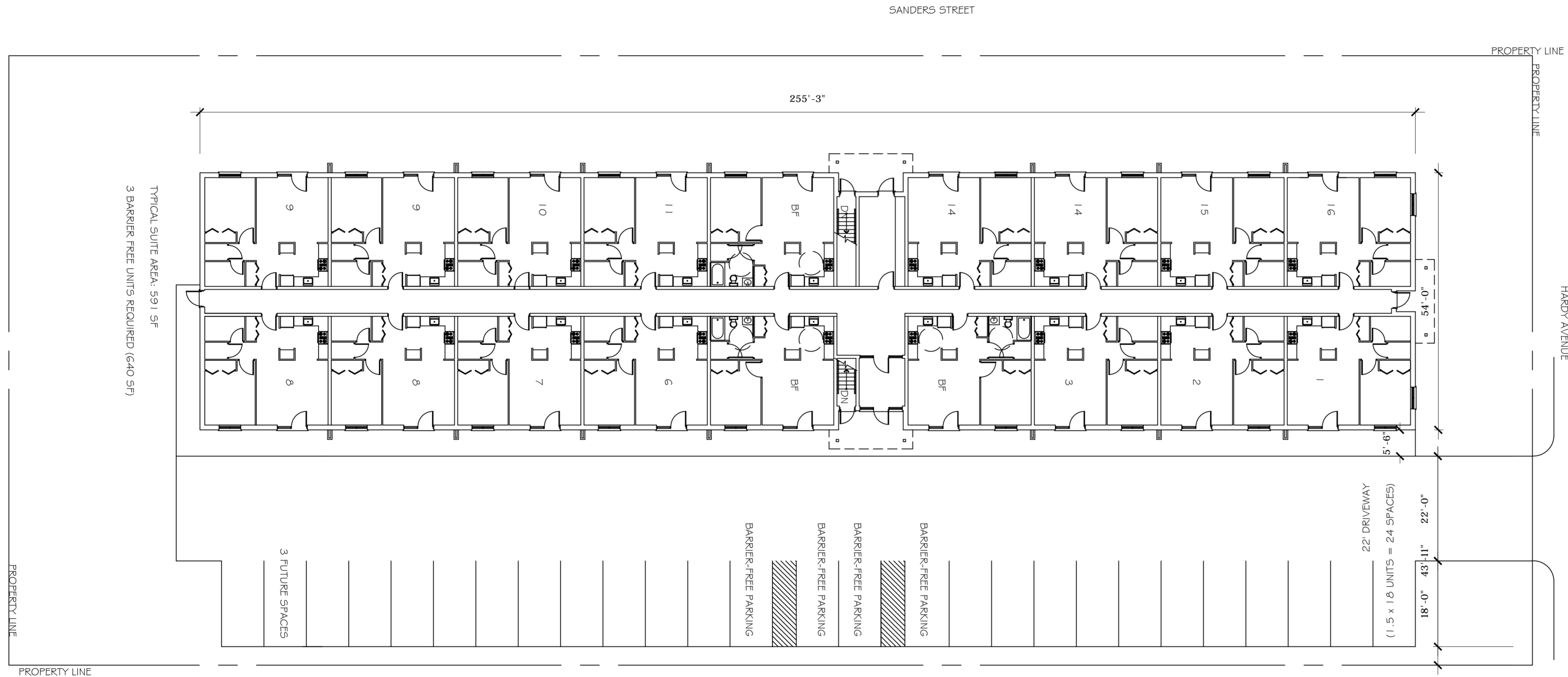
SKETCH OR SURVEY PLAN MUST CONTAIN THE INFORMATION SET OUT IN ITEM 5 OF THE ZONE CHANGE APPLICATION



SCALE: 1 square = 108300 ±

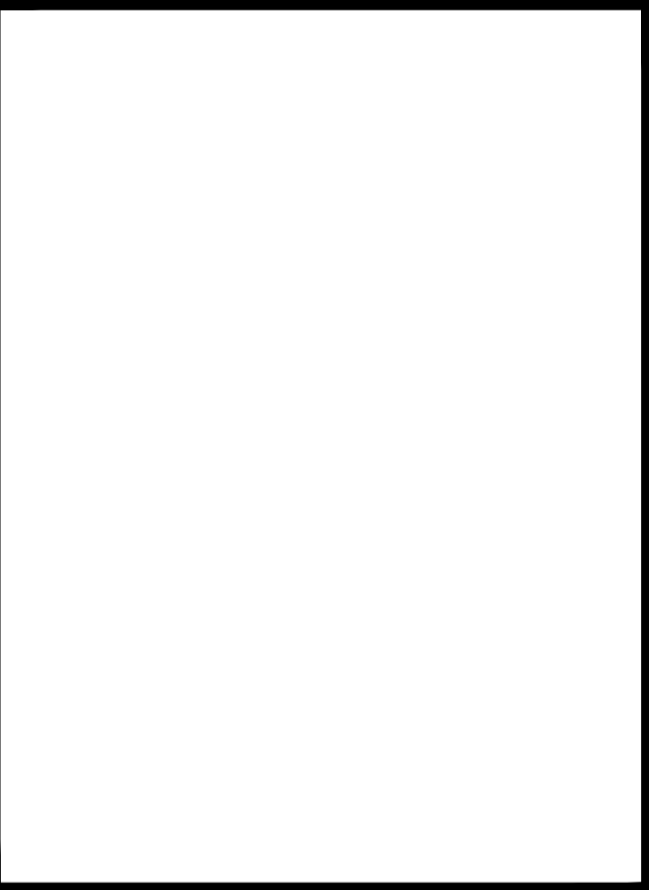
Plate 3b: Applicant's Sketch

File No. OP 16-11-7 & ZN 7-16-09 - Town of Tillsonburg Non-Profit Housing Corporation
 Lot 598-600, Plan 500, Town of Tillsonburg - 8 Hardy Avenue and 13 Sanders Crescent



"Guy R. Bellehumeur, B. Arch., OAA, MRAIC, Principal Architect of GB ARCHITECT INC. is the designer for this project with respect to all architectural work identified on this drawing sheet. The Ontario Association of Architects has assigned Guy R. Bellehumeur & GB ARCHITECT INC. **BCDN 4217** as per requirements of the Ministry of Municipal Affairs & Housing Bill 124."

The Architect above has exercised responsible control with respect to design activities. The Architect's seal number is their BCDN number.



SANDERS STREET APARTMENTS	
TILLSONBURG, ONTARIO	
PRINT DATE:	January 27, 2017
DATE:	January 27, 2017
DRAWN BY:	A.M.C.
CHECKED BY:	G.R.B.
SCALE:	XX"= 1'-0"
PROJECT No.:	17-1690

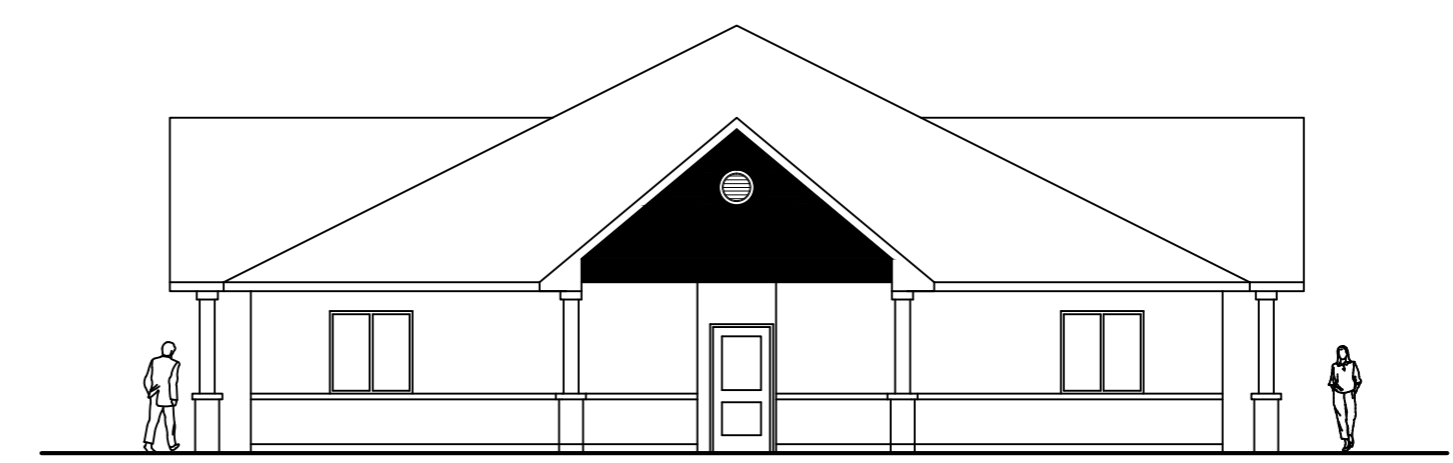
DRAWINGS MUST BE READ IN CONJUNCTION WITH WRITTEN SPECIFICATIONS. ALL WORK SHALL BE CARRIED OUT ACCORDING TO LATEST VERSIONS OF THE ONTARIO BUILDING CODE, OTHER APPLICABLE CODES, AND ALL AUTHORITIES HAVING JURISDICTION. CHECK AND VERIFY ALL DIMENSIONS AND REPORT ALL DISCREPANCIES OR ANOMALIES.

Plate 4: Proposed Building Elevations

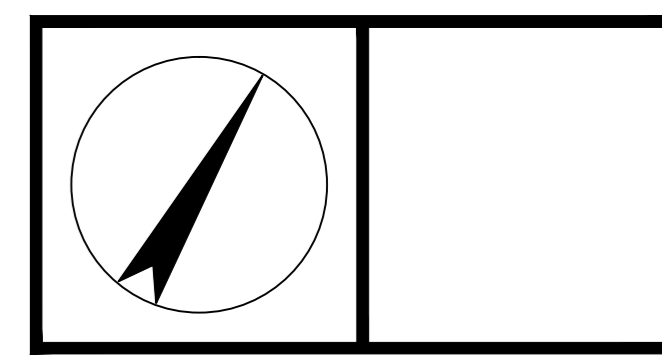
File No. OP 16-11-7 & ZN 7-16-09 - Town of Tillsonburg Non-Profit Housing Corporation
 Lot 598-600, Plan 500, Town of Tillsonburg - 8 Hardy Avenue & 13 Sanders Street



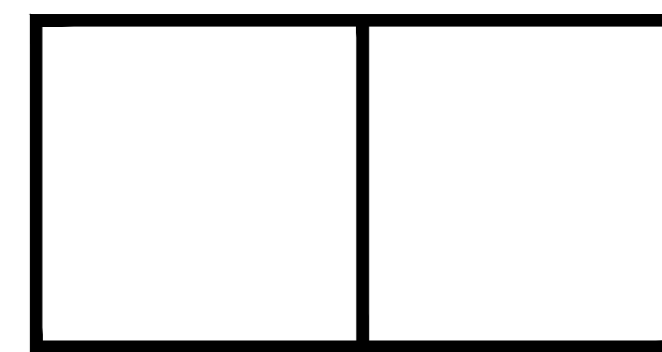
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 A1.1 3/32"=1'-0"



2 SIDE ELEVATION
 A1.1 3/32"=1'-0"

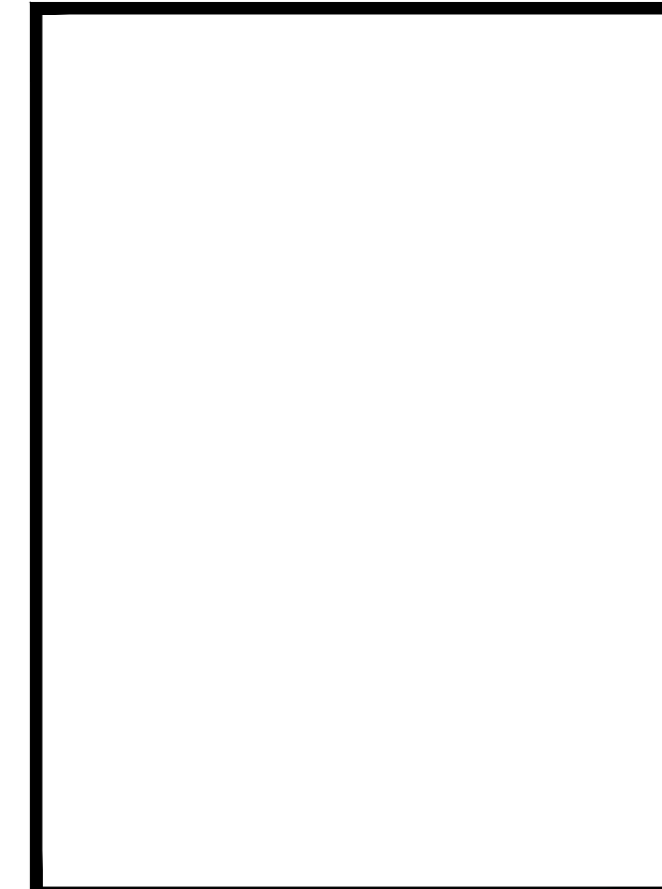


gb architect inc.
 430 ONTARIO STREET
 STRATFORD, ONTARIO, N5A 3J2
 PHONE (519) 272 0073 - FAX (519) 272 1433



"Guy R. Bellehumeur, B. Arch., OAA, MRAIC, Principal Architect of GB ARCHITECT INC. is the designer for this project with respect to all architectural work identified on this drawing sheet. The Ontario Association of Architects has assigned Guy R. Bellehumeur & GB ARCHITECT INC. BCDN 4217 as per requirements of the Ministry of Municipal Affairs & Housing Bill 124."

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SANDERS STREET APARTMENTS	
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SCALE:	X/X"= 1'-0"
PROJECT No.:	17-1690

ALL WORK SHALL BE CARRIED OUT ACCORDING TO LATEST VERSIONS OF THE ONTARIO BUILDING CODE, OTHER APPLICABLE CODES, AND ALL AUTHORITIES HAVING JURISDICTION. CHECK AND VERIFY ALL DIMENSIONS AND REPORT ALL DISCREPANCIES OR AMBIGUITIES TO THE ARCHITECT PRIOR TO CONSTRUCTION. DRAWINGS MUST BE READ IN CONJUNCTION WITH WRITTEN SPECIFICATIONS.

Site Photos OP 16-11-7 & ZN 7-16-09: Town of Tillsonburg Non-Profit Housing Corp.



Subject Property Looking west on Hardy Avenue



Subject Property Looking south-west on Sanders Street

Site Photos OP 16-11-7 & ZN 7-16-09: Town of Tillsonburg Non-Profit Housing Corp.



Subject Property Looking south on Sanders Street



Subject Property Looking south-east on Sanders Street

From: [Larry Scanlan](#)
To: [Eric Gilbert](#)
Subject: 8 Hardy Ave Application for variance file # OP 16-11-7 & 7-16-09
Date: February-03-17 2:01:42 PM

Eric

I and others in the neighbourhood have concerns about this application. I have to admit I was hopeful when this application was first presented to Council, as the document presented indicated "town homes" and now we discover it is an apartment building.

As well, we recently received an artist's conception in our mail boxes that shows a building reminiscent of an army barrack or a nursing home. The design does not remotely fit into the neighbourhood. As well with sixteen apartments at two people per unit proposed maximum, they have again effectively doubled the population of the street.

I am not personally against geared to income housing for seniors and I am not comfortable coming to Council again to speak against the application, however this proposed building and application does not leave me many options.

As well I am concerned about the proposed minimum age of 65. I am concerned that this unit has the potential of turning into a building that houses individuals of a much younger age that creates other issues as has happened with at least two other buildings in our community that were also initially designated as senior's only buildings and now are anything but.

Sincerely

Larry Scanlan 18 Sanders St Tillsonburg

I thin

Sent from [Mail](#) for Windows 10

To:
Gordon K. Hough RPP Director

Re: File OP 16-11-7 & ZN 7-16-09

Sir,
Let it be known that I/we can see no valid reason to amend or change subject properties from R1 to RM.

Since the majority of properties, save two, are R1 and the neighbourhood with 16 low rent or non-profit units would seriously degrade and create a negative imbalance in the conventional community atmosphere, therefore, I/we remain steadfastly and vehemently opposed to anything but R1 designation.

Copies to:
Gordon Hough
Steven Molnar
Dave Beres
Brian Stephenson
Chris Rosehart
Jim Hayes
Max Adam
Penny Esseltine

Signed on behalf:



Douglas Stuart Cowan
Barbara Jeanne Cowan
387 Broadway
Tillsonburg On
N4G3S6

1.0 PURPOSE OF THE AMENDMENT

The purpose of the amendment is to re-designate certain lands in the Town of Tillsonburg from 'Low Density Residential' to 'Medium Density Residential' to facilitate the development of the lands for a low rise apartment building.

2.0 LOCATION OF LANDS AFFECTED

This amendment applies to land in the Town of Tillsonburg comprising an area approximately 0.38 ha (0.94 ac) that consists of two properties described as Lots 598, 599 & 600, Plan 500, and Part 1 of Reference Plans 41R-6175, 41R-6762, & 41R-8912, in the Town of Tillsonburg. The lands are located on the south west corner of the Sanders Street and Hardy Avenue intersection, and are municipally known as 13 Sanders Street and 8 Hardy Avenue.

3.0 BASIS FOR THE AMENDMENT

The subject lands comprise lands currently designated Low Density Residential according to the Residential Density Plan for the Town of Tillsonburg as contained in the County Official Plan. This amendment to Schedule "T-2" of the Official Plan will re-designate the subject lands to Medium Density Residential to facilitate the construction of a one storey apartment building with 16 one bedroom units.

The proposed development of the subject lands will provide more housing choice for the residents of Tillsonburg and is considered to be an efficient use of the lands, municipal services and infrastructure. It is the opinion of Council that the proposed use of the lands is consistent with the housing, intensification, and redevelopment policies of the PPS. Additionally, this proposal will assist in providing a mix of housing types and tenures for current and future residents of the Town.

Council has reviewed this proposal in light of relevant Official Plan policies for areas of new Medium Density Residential Development and are of the opinion that the proposal is consistent with the Official Plan and satisfies the review criteria contained therein. The subject lands are in close proximity to community facilities including the Tillsonburg Recreation Centre and the size, shape, and topography of the lands are such that the proposed apartment building can be easily accommodated within the RM zone provisions. Although the property is not directly located on an arterial road, the limited traffic anticipated from the development and the proximity to Broadway will result in minimal impact on existing low density development in the area. Town Engineering Services Department have indicated that no traffic study will be required. All required parking can be provided on site, and due to the large size of the subject property, opportunities exist for buffering, screening, and adequate outdoor amenity areas can be provided for the development. Adequate municipal services are available, or can be extended to service the proposed development. The apartment units will be targeted for seniors currently waitlisted with the applicant, and as all required off-street parking will be provided, there is no expected adverse impact to parking or traffic patterns in the vicinity.

Land uses in proximity to this subject site are predominantly low density residential uses consisting of single detached dwellings. It is anticipated that the redevelopment of the subject lands and the proposed use of the lands as an low rise apartment building will have minimal impact on the existing development in the surrounding area and vicinity.

4.0 DETAILS OF THE AMENDMENT

4.1 That Schedule “T-2” – Town of Tillsonburg Residential Density Plan, is hereby amended by changing to “Medium Density Residential” the land use designation of those lands identified as “ITEM 1” on Schedule “A” attached hereto.

5.0 IMPLEMENTATION

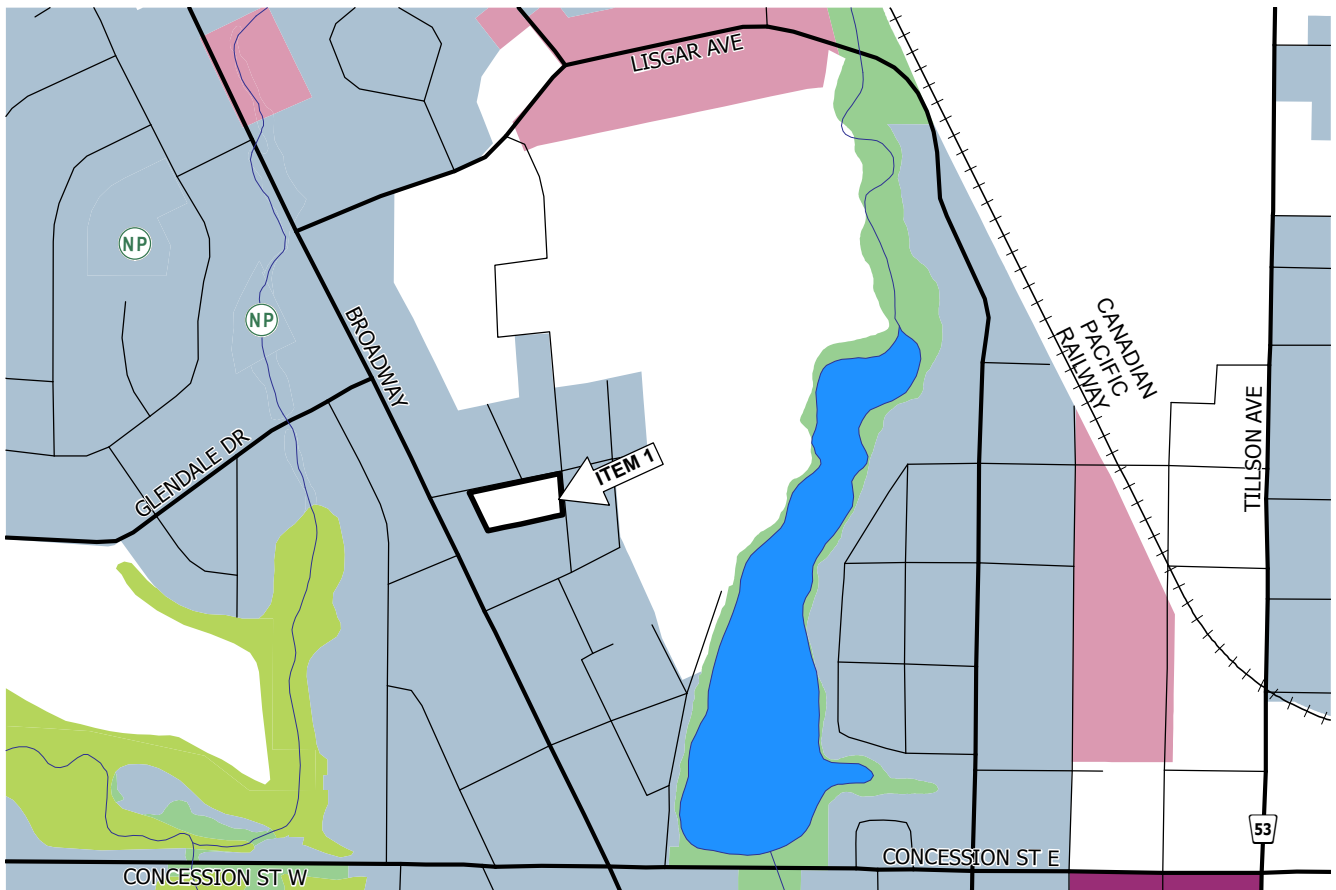
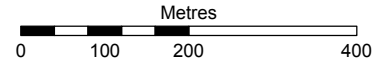
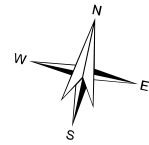
This Official Plan Amendment shall be implemented in accordance with the relevant implementation policies contained in the Official Plan.

6.0 INTERPRETATION

This Official Plan Amendment shall be interpreted in accordance with the relevant interpretation policies of the Official Plan.

DRAFT




SCHEDULE "A"
 AMENDMENT No. 206
 TO THE
**COUNTY OF OXFORD
 OFFICIAL PLAN**
 SCHEDULE "T-2"
**TOWN OF TILLSONBURG
 RESIDENTIAL DENSITY PLAN**



- AREA OF THIS AMENDMENT

ITEM 1 - CHANGE FROM LOW DENSITY RESIDENTIAL TO MEDIUM DENSITY RESIDENTIAL

**RESIDENTIAL DENSITY PLAN
 LEGEND**

-  Low Density Residential
-  Medium Density Residential
-  High Density Residential
-  Open Space
-  Environmental Protection
-  Neighbourhood Park

THE CORPORATION OF THE
TOWN OF TILLSONBURG
BY-LAW NUMBER 4040

A By-Law to amend Zoning By-Law Number 3295, as amended.

WHEREAS the Municipal Council of the Corporation of the Town of Tillsonburg deems it advisable to amend By-Law Number 3295, as amended.

THEREFORE, the Municipal Council of the Corporation of the Town of Tillsonburg, enacts as follows:

1. That Schedule "A" to By-Law Number 3295, as amended, is hereby amended by changing to 'RM' the zone symbol of the lands so designated 'RM' on Schedule "A" attached hereto.
2. This By-Law comes into force in accordance with Sections 34(21) and (30) of the Planning Act, R.S.O. 1990, as amended.

READ a first and second time this 27th day of February, 2017.

READ a third time and finally passed this 27th day of February, 2017.

Mayor

Clerk

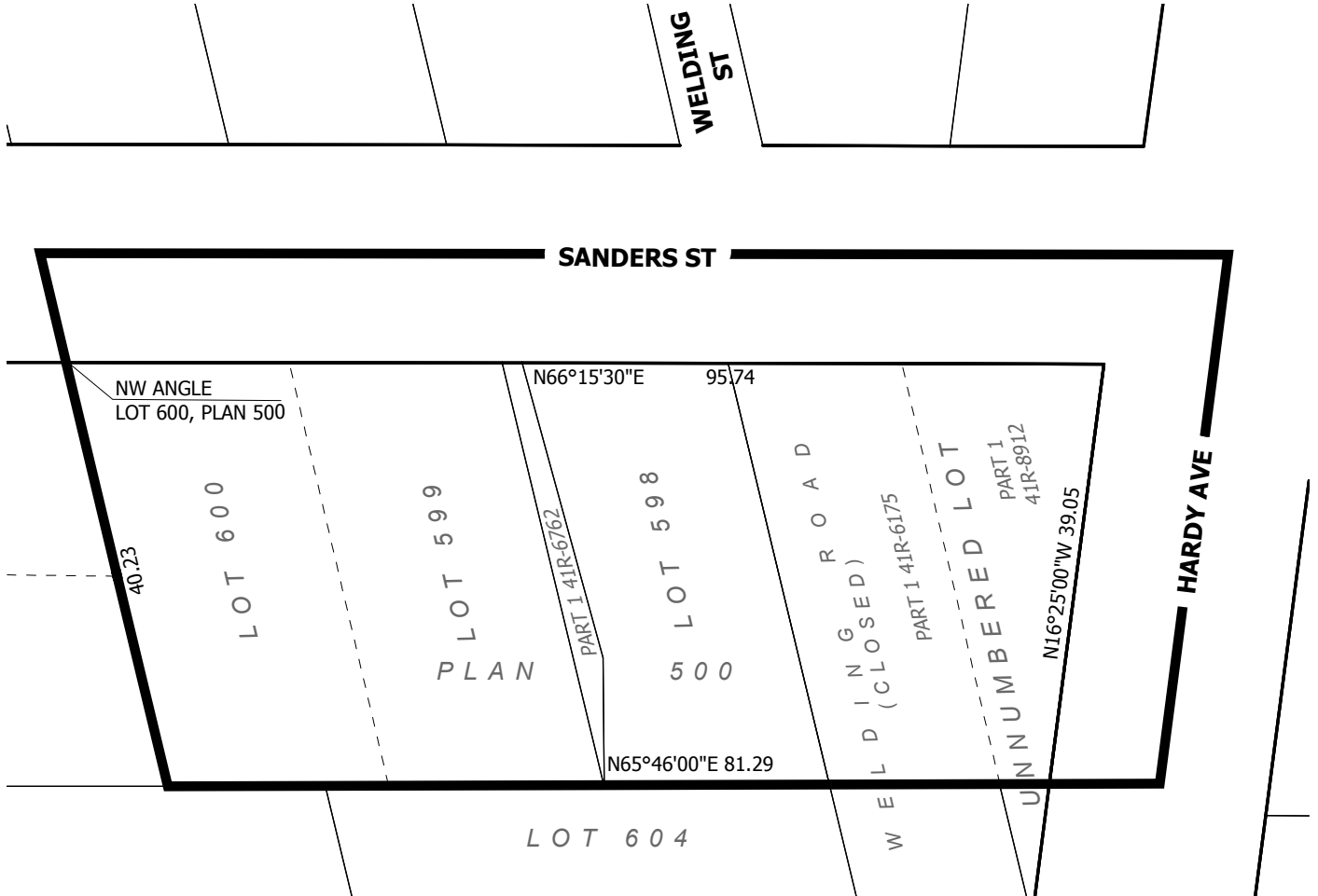
SCHEDULE "A"

TO BY-LAW No. _____

LOTS 598, 599, 600, AND PART OF WELDING ROAD (CLOSED),
 AND PART OF UNNUMBERED LOT (SOUTH OF
 SANDERS ST. AND WEST OF HARDY AVE.), PLAN 500
 PART 1 REFERENCE PLAN 41R-6762, PART 1
 REFERENCE PLAN 41R-6175 AND PART 1
 REFERENCE PLAN 41R-8912



TOWN OF TILLSONBURG



 AREA OF ZONE CHANGE TO RM

NOTE: ALL DIMENSIONS IN METRES

THIS IS SCHEDULE "A"

TO BY-LAW No. _____, PASSED

THE _____ DAY OF _____, 2017

 MAYOR

 CLERK

ZN 7-16-09

TOWN OF TILLSONBURG

BY-LAW NUMBER 4033

EXPLANATORY NOTE

The purpose of By-Law Number 4033 is to rezone the subject property from 'Low Density Type 1 Zone (R1)' to 'Medium Density Residential Zone (RM)' to facilitate the construction of a one storey apartment building with 16 one bedroom apartment units.

The subject lands consist of two properties described as Lots 598, 599 & 600, Plan 500, and Part 1 of Reference Plans 41R-6175, 41R-6762, & 41R-8912, in the Town of Tillsonburg. The lands are located on the south west corner of the Sanders Street and Hardy Avenue intersection, and are municipally known as 13 Sanders Street and 8 Hardy Avenue.

The Municipal Council, after conducting the public hearing necessary to consider any comments to the proposed zone change application, approved By-Law Number 4033. The public hearing was held on February 13th, 2017. Two letters of concern were received respecting the proposed density of the development and design of the site. The project will be subject to site plan approval and matters such as landscaping, buffering, parking lot design, building location will be addressed through the site plan process.

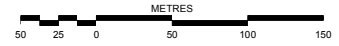
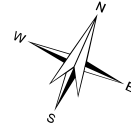
Any person wishing further information relative to Zoning By-Law Number 4033 may contact the undersigned:

Ms. Donna Wilson
Clerk
Town of Tillsonburg
200 Broadway, 2nd Floor
Town Centre Mall
Tillsonburg, ON N4G 5A7

Telephone: 842-9200

File: ZN 7-16-09 (Town of Tillsonburg Non-Profit Housing Corp.)
Report No: 2017-24

KEY MAP



 LANDS TO WHICH BYLAW _____ APPLIES

**Minister of
Seniors Affairs**

6th Floor
400 University Avenue
Toronto ON M7A 2R9
Tel.: (416) 314-9710
Fax: (416) 325-4787

**Ministre des Affaires
des personnes âgées**

6^e étage
400, avenue University
Toronto ON M7A 2R9
Tél.: (416) 314-9710
Télééc.: (416) 325-4787



March 2017

Dear Mayor, Reeve and Members of Council:

I am pleased to invite you to participate in the [2017 Senior of the Year Award](#). This annual award was established in 1994 to give each municipality in Ontario the opportunity to **honour one outstanding local senior**, who after the age of 65 has enriched the social, cultural or civic life of his or her community.

Pay tribute to a Senior of the Year award recipient and show how seniors are making a difference in your community!

Make a nomination for [Senior of the Year](#)!

Deadline is April 30, 2017.

A certificate, provided by the Ontario government, is signed by Her Honour the Honourable Elizabeth Dowdeswell, Lieutenant Governor, myself as Minister of Seniors Affairs, and the local Head of Council.

The Government of Ontario is proud to offer this partnership with the municipalities. Seniors have generously offered their time, knowledge, expertise and more to make this province a great place to live. It is important to recognize their valuable contributions.

If you have questions, please contact the Ontario Honours and Awards Secretariat:

Email: ontariohonoursandawards@ontario.ca
Phone: 416 314-7526
Toll-free: 1 877-832-8622
TTY: 416 327-2391

Thank you in advance for taking the time to consider putting forward the name of a special senior in your community.

Sincerely,

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

The Honourable Dipika Damerla
Minister

Minister of
Seniors Affairs

6th Floor
400 University Avenue
Toronto ON M7A 2R9
Tel.: (416) 314-9710
Fax: (416) 325-4787

Ministre des Affaires
des personnes âgées

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Tél.: (416) 314-9710
Télééc.: (416) 325-4787



Mars 2017

Madame la mairesse, Madame la préfète, chères membres du conseil,
Monsieur le maire, Monsieur le préfet, chers membres du conseil,

J'ai le plaisir de vous inviter à participer au [Prix de la personne âgée de l'année 2017](#). Ce prix annuel a été instauré en 1994 pour donner à chaque municipalité la possibilité de rendre hommage à une personne âgée exceptionnelle de la localité qui, après ses 65 ans, a enrichi la vie sociale, culturelle ou citoyenne de sa collectivité.

Rendez hommage à une ou un récipiendaire du Prix de la personne âgée de l'année, et montrez comment les personnes âgées font une différence dans votre collectivité!

Proposez une candidature pour [le Prix de la personne âgée de l'année](#)!

La date limite est le 30 avril 2017.

Un certificat, fourni par le gouvernement de l'Ontario, est signé par Son Honneur l'honorable Elizabeth Dowdeswell, lieutenant-gouverneure, par moi-même, en qualité de ministre des Affaires des personnes âgées, et par la ou le chef du conseil de la localité.

Le gouvernement de l'Ontario est fier d'offrir ce partenariat aux municipalités. Les personnes âgées ont généreusement offert leur temps, leurs connaissances, leur savoir-faire et davantage, pour faire de cette province un endroit où il fait bon vivre. Il est important de rendre hommage à leurs précieuses contributions.

Pour toute question, veuillez communiquer avec le Secrétariat des distinctions et prix de l'Ontario :


Courriel : ontariohonoursandawards@ontario.ca
Téléphone : 416 314-7526
Sans frais : 1 877 832-8622
ATS : 416 327-2391

Je vous remercie d'avance de prendre le temps de songer à proposer le nom d'une personne âgée exceptionnelle de votre collectivité, et je vous prie de croire à l'expression de mes sentiments les meilleurs.

La ministre,

A handwritten signature in black ink, appearing to read 'Dipika'.

L'honorable Dipika Damerla

	Report Title	CAO Performance Evaluation 2016
	Report No.	MYR 17-01
	Author	Stephen Molnar - MAYOR
	Meeting Type	Council Meeting
	Council Date	March 13, 2017
	Attachments	

RECOMMENDATION

That Council receives MYR 17-01 CAO Performance Evaluation 2016 as Information;

And That Council establishes and appoints a CAO Performance Review Committee;

And That Council appoints Mayor Molnar and _____ and _____ to the CAO Performance Review Committee;

And Further That Council approves the proposed 2016 CAO Performance Evaluation Process as outlined in MYR 17-01.

EXECUTIVE SUMMARY

The requirement for a CAO performance evaluation is a condition of employment which states on or about the anniversary date, the CAO will participate in an annual performance review conducted by the Mayor and members of Council or a Committee of Council.

BACKGROUND

In accordance with the above, it is being recommended that a CAO Performance Review Committee be established in order to provide a process for all Council members to participate in the CAO performance review.

It is anticipated that the role of the CAO Performance Review Committee is to:

- Review the objectives/themes communicated by the CAO;
- Review the performance of the CAO in 2016 in relation to Council direction and CAO initiatives;
- With the CAO, jointly develop goals and objectives for 2017;
- Establish the measurement criteria for the defined goals and objectives in 2017;
- Make a recommendation to Council regarding 2017 goals and objectives;
- Provide recommendations for CAO compensation on a yearly basis.

CONSULTATION/COMMUNICATION

The Committee will extend the opportunity for input and feedback from all members of Council in advance of forwarding a final report for consideration.


FINANCIAL IMPACT/FUNDING SOURCE

Any financial impact is dependent on recommendations that may be made by the Committee, subject to Council approval regarding compensation. Any impact has been considered within the 2017 approved budget.

COMMUNITY STRATEGIC PLAN (CSP) IMPACT

Excellence in Local Government;

- 1.1) Demonstrate strong leadership in Town initiatives
- 1.2) Demonstrate accountability

	Report Title	2016 Fourth Quarter Financial Results
	Report No.	FIN 17-08
	Author	JANELLE COSTANTINO
	Meeting Type	Council Meeting
	Council Date	MARCH 13, 2017
	Attachments	2016 Q4 Consolidated Results

RECOMMENDATION

THAT Council receives report FIN 17-08 2016 Fourth Quarter Financial Results as information.

EXECUTIVE SUMMARY

To provide Council with the January 1, 2016 to December 31, 2016 Town wide actual financial results.

SUMMARY OF OPERATIONAL RESULTS

The attached spreadsheet summarizes by department the variances between 2016 actual results for the year ending December 31, 2016 and the 2016 YTD budget.

The overall Town wide consolidated 2016 surplus is \$236,127.

Questions or comments relative to the departmental 2016 Q4 revenues and expenditures should be referred to the other members of the Senior Leadership Team for commentary.



Quarterly Reports - Operating

For period ending December 31, 2016


	2016	YTD	Budget
	Budget	Actuals	Variance
Finance			
110 Finance	1,839,700	1,620,475	(219,225)
120 CSC	63,300	58,222	(5,078)
Total Finance	1,903,000	1,678,697	(224,303)
DCS			
100 Council	319,900	309,758	(10,142)
180 Protection	212,200	191,536	(20,664)
190 Building	83,300	4,575	(78,725)
500 DCS	91,400	95,101	3,701
505 EcDev	335,100	336,763	1,663
510 BIA		(1)	(1)
Total DCS	1,041,900	937,732	(104,168)
Fire			
150 Fire	1,088,900	1,077,440	(11,460)
160 Police	2,825,000	2,768,083	(56,917)
Total Fire	3,913,900	3,845,523	(68,377)
Operations			
130 Fleet	(320,300)	(313,040)	7,260
145 Hyd	(130,200)	(149,449)	(19,249)
200 Op Admin	218,500	210,627	(7,873)
210 Engineering	267,800	249,168	(18,632)
220 Roads	1,492,000	1,508,866	16,866
225 Winter Mtce	510,600	572,080	61,480
230 Parking	(36,400)	(56,807)	(20,407)
235 Streetlights	305,100	342,514	37,414
240 Airport	65,600	49,745	(15,855)
260 Storm Sewers	125,000	90,261	(34,739)
280 Solid Waste & Recycling	152,000	140,907	(11,093)
Total Operations	2,649,700	2,644,872	(4,828)
RCP			
300 Cem	184,800	144,786	(40,014)
450 Parks	411,800	467,159	55,359
460 Rec - Programs	256,400	322,430	66,030
465 Rec - Bldg Mtce	2,094,200	2,138,346	44,146
467 EFC	(32,400)	(28,652)	3,748
475 Museum	261,200	277,108	15,908
Total RCP	3,176,000	3,321,177	145,177
Taxation			
600 Municipal - Taxes	(13,568,500)	(13,546,360)	22,140
650 County - Gen			
700 School Board Taxation		(1)	(1)
Total Taxation	(13,568,500)	(13,546,361)	22,139
Total Town	(884,000)	(1,118,360)	(234,360)



Quarterly Reports - Capital

For period ending December 31, 2016

	YTD	YTD	Budget
	Budget	Actuals	Variance
Finance			
110 Finance	170,000	167,387	(2,613)
Total Finance	170,000	167,387	(2,613)
Fire			
150 Fire	60,500	56,911	(3,589)
Total Fire	60,500	56,911	(3,589)
Operations			
130 Fleet		925	925
220 Roads	344,600	345,051	451
230 Parking	35,400	56,807	21,407
235 Streetlights		480	480
240 Airport	35,000	35,000	
260 Storm Sewers	70,000	70,017	17
280 Solid Waste & Recycling	50,000	50,000	
Total Operations	535,000	558,280	23,280
RCP			
300 Cem	32,100	36,951	4,851
450 Parks	130,400	126,322	(4,078)
460 Rec - Programs	25,000	20,784	(4,216)
465 Rec - Bldg Mtce	56,000	57,022	1,022
475 Museum	15,000		(15,000)
Total RCP	258,500	241,079	(17,421)
Total Town	1,024,000	1,023,657	(343)

	Report Title	2016 Fourth Quarter Finance Department Results
	Report No.	FIN 17-09
	Author	JANELLE COSTANTINO
	Meeting Type	Council Meeting
	Council Date	MARCH 13, 2017
	Attachments	Finance Q4 Results

RECOMMENDATION

THAT Council receives report FIN 17-09 2016 Fourth Quarter Finance Department results as information.

EXECUTIVE SUMMARY

To provide Council with the actual January 1, 2016 to December 31, 2016 Finance Department financial results.

SUMMARY OF OPERATIONAL RESULTS

2016 Business Objectives

<u>Objective</u>	<u>Target Date</u>	<u>Status</u>
Upgrade Northstar software	TBD	Completed February 2017
Corporate Office Workstations	Q1	Unspent funds added to reserves for future spending
Laserfiche Scanner Station	Q2	Completed
Domain Controller Server	Q2	Delayed to Q4
CSC Delivery Model	Q2	Delayed to 2017 – included in 2017 business plan
Policy review based on Bill 8 – ensure required policies in place	Q2	In progress
Local Government Week	Q4	Completed. Held on October 18, 2016
Cash Forecasting Model Development	Q4	Delayed to 2017

<u>Objective</u>	<u>Target Date</u>	<u>Status</u>
Telephone System Replacement Contribution to Reserves	Q4	Completed
Investigate The One Investment Program	Q4	Delayed to 2017
IT Contribution to Reserves	Q4	Completed

<u>Key Indicators</u>	<u>12/31/2016</u>	<u>12/31/2015</u>
Tax Receivables	\$ 949,600	\$1,191,497
Accounts Receivable	\$ 428,777	\$469,764

FINANCIAL IMPACT/FUNDING SOURCE

The 2016 fourth quarter Finance Department surplus is \$141,174. This is broken down as follows:

Department 100 – Council	\$ 10,142
Department 110 - Finance	\$ 110,892
Department 120 - Customer Service	<u>\$ 20,140</u>
	\$ 141,174

Details on major variances can be found in the attached Q4 results spreadsheet.



Financial Plan Summary
Operating Plan - Cost Code Summary
Council

	2016 Budget	2016 Actuals	Actual Variance	% Variance	Note Reference
Revenues					
User Charges	-	(6,000)	(6,000)		1
Other Revenue	-	(200)	(200)		
Contribution from Reserves	(35,000)	(2,543)	32,457	-93%	2
Total Revenues	(35,000)	(8,743)	26,257		
Expenditures					
Labour	148,400	146,297	(2,103)	-1%	
Purchases	151,100	141,804	(9,296)	-6%	3
Contribution to Reserves	55,400	30,400	(25,000)	-45%	4
Total Expenditures	354,900	318,501	(36,399)		
Total Net Levy	319,900	309,758	(10,142)		

Notes

- 1 Grant towards Canada day fireworks (\$3,000) Celebrate Canada Grant (\$3,000)
- 2 One time funding for Town Hall Study(\$25,000), Doctor Recruitment under (\$7,500)
- 3 Town Hall (\$1,800), Doctor Recruitment (\$7,500)
- 4 One time funding for Town Hall Study (\$25,000)



Financial Plan Summary
Operating Plan - Cost Code Summary
Finance

	2016 Budget	2016 Actuals	Actual Variance	% Variance	Note Reference
Revenues					
Grants	(200,700)	(200,670)	30	0%	
User Charges	(23,000)	(47,765)	(24,765)	108%	1
Other Revenue	(11,000)	(59,787)	(48,787)	444%	2
Specified Revenue	-	(4,407)	(4,407)		3
Contribution from Reserves	(21,000)	(134,770)	(113,770)	542%	4
Total Revenues	(255,700)	(447,399)	(191,699)		
Expenditures					
Labour	1,200,000	1,247,776	47,776	4%	5
Purchases	434,400	443,663	9,263	2%	6
Contracted Services	480,000	410,960	(69,040)	-14%	7
Contribution to Reserves	54,900	147,761	92,861	169%	3, 4
Interfunctional Adjustments	(188,300)	(188,700)	(400)	0%	
Debt Principal & Interest	114,400	117,360	2,960	3%	
Total Expenditures	2,095,400	2,178,820	83,420		
Total Net Levy	1,839,700	1,731,421	(108,279)		

Notes

- 1 Additional revenue due to: Tax certificates (\$11,200), Death Registrations (\$7,600), Marriage Licences/Ceremonies (\$5,100)
- 2 Additional interest earned due to favourable cash bank balances (\$26,000)
- 3 DC Revenue collected
- 4 Prior year surplus (\$88,500), Unfunded vacation accrual (\$23,800)
- 5 Pay equity (\$12,400), unfunded vacation accrual (\$23,800), Backfilling and Overtime pay (\$9,600)
- 6 HLW(\$7,600), Insurance Claims (\$10,000), Rent Expense under (\$17,700), Finance charges - Active Network monthly fees (\$10,800)
- 7 Budgeted costs related to IT Maintenance contracts relating to estimated Microsoft licencing costs/upgrades were not required

**2016 Capital Project Listing
Budget vs. YTD Actuals**



	Expenditures	Contribution to Reserves	Grants	Sale of Assets	Debentures	Reserves	DC Reserves	Donation	Miscellaneous	Taxation	YTD Actuals	Variance
Project Listing												
110 Finance												
004 Replace IT Capital												
5950 Contrib to Res		90,000								90,000	90,000	
Total 004 Replace IT Capital		90,000								90,000	90,000	
008 Replace laptops												
5425 Sp Proj Exp	5,000									5,000	3,720	(1,280)
Total 008 Replace laptops	5,000									5,000	3,720	(1,280)
009 Laserfiche Scanner Station												
5425 Sp Proj Exp	5,000									5,000	3,667	(1,333)
Total 009 Laserfiche Scanner Station	5,000									5,000	3,667	(1,333)
010 Domain Controller Server												
5505 Subcon Exp	5,000									5,000		(5,000)
5950 Contrib to Res											5,000	5,000
Total 010 Domain Controller Server	5,000									5,000	5,000	
011 Corporate Office workstations												
5425 Sp Proj Exp											1,374	1,374
5505 Subcon Exp	15,000									15,000		(15,000)
5950 Contrib to Res											13,626	13,626
Total 011 Corporate Office workstations	15,000									15,000	15,000	
012 Telephone System												
5950 Contrib to Res		50,000								50,000	50,000	
Total 012 Telephone System		50,000								50,000	50,000	
039 Disaster Relief												
3705 Donation Rev											(1,435)	(1,435)
5400 Misc Exp											1,435	1,435
Total 039 Disaster Relief												
Total Project Listing	30,000	140,000								170,000	167,387	(2,613)




Financial Plan Summary
Operating Plan - Cost Code Summary
CSC

	2016 Budget	2016 Actuals	Actual Variance	% Variance	Note Reference
Revenues					
User Charges	(271,500)	(268,523)	2,977	-1%	
Contribution from Reserves	-	(15,061)	(15,061)		1
Total Revenues	(271,500)	(283,584)	(12,084)		
Expenditures					
Labour	431,200	466,518	35,318	8%	2
Purchases	117,100	90,128	(26,972)	-23%	3
Contracted Services	22,000	17,822	(4,178)	-19%	
Interfunctional Adjustments	(238,600)	(250,787)	(12,187)	5%	4
Debt Principal & Interest	3,100	3,063	(37)	-1%	
Total Expenditures	334,800	326,744	(8,056)		
Total Net Levy	63,300	43,160	(20,140)		

Notes

- 1 Unfunded Vacation Accrual (\$15,100)
- 2 Unfunded Vacation Accrual (\$15,100), Back filling of positions (\$12,500)
- 3 Postage Supplies under (\$23,100), Equipment Rental Under - (\$5,100), Building Repairs (\$8,300),
- 4 Water billing customer service gain

	Report Title	Building, Planning & By-Law Services 2016 Annual Report
	Report No.	DCS 17-07
	Author	Geno Vanhaelewyn, Chief Building Official
	Meeting Type	Council Meeting
	Council Date	March 13, 2017
	Attachments	Q4 Financial Summary

RECOMMENDATION

THAT Council receives Report DCS 17-07; Building/Planning/By-Law Services 2016 Annual Report as information.

EXECUTIVE SUMMARY

This report contains information on the annual activity volumes, trends over time, financials and updates on major initiatives. The statistics provided are inclusive from January 1, 2016 to December 31, 2016.

BUILDING SERVICES

Building Services experienced a record setting total number of permits issued (426) in review of statistics back to 1988. An increase in activity in terms of value of construction was recorded compared to 2015 due to a large increase in the residential single detached dwelling sector. All sectors with the exception of institutional experienced increased activity. These statistics are noted in the tables below.

2016 – Annual Building Permit Activity Overview (Jan 1/16 – Dec 31/16)

Total Permits Issued	426
Inspections Completed	1,621
Total Construction Value	\$35,819,258
Total Permit Revenue	\$ 396,771

2016 Permit Class Comparison

	Single Dwellings	Other Residential	Institutional	Commercial	Industrial
Permits Issued	117	183	4	107	15
Estimated Value	22,986,868	2,931,504	76,114	5,463,272	4,361,500

Value of Construction Comparisons

CLASS	2016	2015	2014	2013	2012	2011	2010
Single Dwellings	22,986,868	11,290,464	11,690,744	10,162,224	8,910,390	7,122,237	8,463,514
Other Residential	2,931,504	3,278,262	3,746,308	2,470,956	1,476,617	6,713,598	1,474,086
Institutional	76,114	3,978,968	17,579,092	917,675	235,550	117,867	452,850
Commercial	5,463,272	729,400	3,246,669	2,430,382	7,855,600	1,248,735	1,127,140
Industrial	4,361,500	292,600	2,669,685	3,412,100	504,300	2,764,640	938,099
Total Value of Construction	35,819,258	19,569,694	38,932,498	19,442,337	18,982,457	17,967,077	12,455,689

2016 - Residential Construction Comparison

YEAR	TOTAL RESIDENTIAL PERMITS ISSUED	SINGLE (DETACHED) DWELLINGS	APARTMENT UNITS	CONDOMINIUM UNITS	TOTAL RESIDENTIAL CONSTRUCTION VALUE	OVERALL CONSTRUCTION VALUES
2016	300	117	0	0	25,918,372	35,819,258
2015	218	61	23	0	14,568,726	19,569,694
2014	240	64	36	0	16,432,935	38,932,498
2013	200	67	1	0	12,643,180	19,442,337
2012	203	54	0	0	10,387,007	18,982,457
2011	249	42	68	-	13,781,335	17,921,577
2010	236	58	-	-	8,463,514	12,455,689
2009	175	42	30	-	20,267,358	26,021,858
2008	228	41	-	10	8,924,882	13,407,055
2007	299	98	13	-	16,471,262	22,770,077
2006	252	73	2	-	11,822,167	19,723,767
2005	205	80	8	44	18,097,035	26,905,724
2004	207	99	-	11	13,922,583	25,162,143
2003	226	91	7	-	11,034,795	28,168,745
2002	188	76	-	8	9,168,462	17,716,228
2001	129	44	-	-	5,000,000	8,695,818
2000	124	67	-	-	6,500,000	14,585,763
1999	195	112	1	1	11,374,690	17,683,514
1998	206	113	-	-	10,851,210	20,680,949
1997	179	123	-	11	11,288,647	18,370,795
1996	142	108	4	-	8,952,204	11,734,730
1995	133	70	4	5	6,735,200	20,433,892

Inspection Activity Comparisons

Output Measures/Activity	Quantity 2014	Quantity 2015	Quantity 2016
Building Inspections Completed	1408	1269	1621

Major Construction/Development Projects:

- 41 Broadway – Commercial/Residential Alterations
- 51 Venison W - St Mary's Catholic Church – Renovation/Addition
- 124 Tillson Ave – Gas Station Demo/Re-Construction
- 269 Quarter Town Line – New Pentecostal Church
- 138 Broadway – Optometrist – Demo/Re-construction
- 20 Clearview – Wiseline Metal Sales – New Industrial Construction
- 584 Broadway – Dental Office – Demo/Re-Construction
- 519 Broadway – Optometrist - Demo/Re-Construction
- 230 Lisgar – Lisgar Plaza – Renovation
- 24 Clearview – Xcel Fabrication - New Industrial Construction
- Glendale West Subdivision

Building Financial Impact

Completed work was funded through 2016 budget allotments with Building Services resulting in a balanced operating budget. This is a result of net permit revenue being over budget \$193,900; net contribution from reserves under budget \$34,325; net contracted services over budget \$11,107 due to unexpected legal costs and consolidated surplus contributed to reserves due to the increase in permit revenue. A copy of the financial summary has been attached to this report.

PLANNING SERVICES

2016 – Planning Activity

Output Measures/Activity	2014	2015	2016
Minor Variance Applications	11	13	12
Zone Change Application	12	8	9
Site Plan Formal Consultations	8	13	4
Site Plan Approvals	10	6	10
Site Plan Applications (in progress)	2	4	5
Subdivision Agreements	2	1	4
Subdivision Amendment Agreements	0	1	1
Draft Plan of Subdivision Approval Ext	2	0	2

Site Plan Applications (in progress)

- 183 Tillson Ave – Tillsonburg Rentals
- 131 Tillson Ave- Gear Train
- 142 Maple Lane- Abe Hiebert
- 253 Broadway – Town of Tillsonburg
- 136 Concession E – Community Living

BY-LAW SERVICES

Records indicate that by-law and property standard activities and occurrences are fairly consistent with the previous year. The total number of parking tickets issued has increased due to the reimplementation of the winter overnight parking restriction. These activities are noted in the tables below.

2016 – By-Law Activity

Output Measures– Quantity		2011 Actual	2012 Actual	2013 Actual	2014 Actual	2015 Actual	2016 Actual
Parking Tickets Issued		904	753	873	478	547	891
Animal Tags Issued	Cats	755	772	874	978	1054	1221
	Dogs	1,615	1,671	1,963	2082	2188	2101
Enforcement – Complaints and Occurrences	Parking, Taxi, Illegal Dumping, Noise	151	107	119	131	145	132
	Property Stds, Zoning, Clean Yard, Sign, Fence, etc.	193	204	186	211	257	255
	Animal Control	403	436	384	406	371	350

By-Law Financial Impact

By-Law Services (Protection) resulted in a net operating surplus of \$24,816. Net supplies and training in this sector was under budget \$6,143 and net Animal Control was under budget \$15,556 being primarily the subcontractor amount. A copy of the financial summary has been attached to this report.

DEPARTMENTAL TASKS

Fourth quarter misc. tasks/projects:

- Implementation of the Taxi By-Law
- CIP Program
- Subdivision Agreement Review
- 2016 Façade Improvement Program – ongoing
- Building Permit Fee Study

2017 FORECAST

It is projected that 2017 building and planning activities will remain very active across all sectors particularly the single family dwelling sector.

By-Law Services activity for 2017 is anticipated to be consistent based on statistics from previous years.



Financial Plan Summary
Operating Plan - Cost Code Summary
Protection

	2016	2016	Actual	%	Note
	Budget	Actuals	Variance	Variance	Reference
Revenues					
User Charges	(82,400)	(79,042)	3,358	-4%	
Contribution from Reserves	-	(4,152)	(4,152)		
Total Revenues	(82,400)	(83,194)	(794)		
Expenditures					
Labour	219,400	217,103	(2,297)	-1%	
Purchases	17,400	11,257	(6,143)	-35%	1
Contracted Services	37,000	21,434	(15,566)	-42%	2
Interfunctional Adjustments	20,800	20,784	(16)	0%	
Total Expenditures	294,600	270,578	(24,022)		
Total Net Levy	212,200	187,384	(24,816)		

Notes

- 1 Supplies and training
- 2 Animal control contract (\$18,000)

**2016 Capital Project Listing
Budget vs. YTD Actuals**



	Expenditures	Contribution to Reserves	Grants	Sale of Assets	Debentures	Reserves	DC Reserves	Donation	Miscellaneous	Taxation	YTD Actuals	Variance
Project Listing												
180 Protection												
171 Automatic Handheld Ticket												
3900 Contr from Res						(7,000)				(7,000)		7,000
5425 Sp Proj Exp	7,000									7,000		(7,000)
Total 171 Automatic Handheld Ticket	7,000					(7,000)						
Total Project Listing	7,000					(7,000)						




Financial Plan Summary
Operating Plan - Cost Code Summary
Building

	2016 Budget	2016 Actuals	Actual Variance	% Variance	Note Reference
Revenues					
User Charges	(229,500)	(423,400)	(193,900)	84%	1
Contribution from Reserves	(38,900)	(4,575)	34,325	-88%	2
Total Revenues	(268,400)	(427,975)	(159,575)		
Expenditures					
Labour	278,600	291,185	12,585	5%	3
Purchases	42,200	37,816	(4,384)	-10%	
Contracted Services	6,300	17,407	11,107	176%	4
Contribution to Reserves	-	56,967	56,967		5
Interfunctional Adjustments	24,600	24,600	-	0%	
Total Expenditures	351,700	427,975	76,275		
Total Net Levy	83,300	0	(83,300)		

Notes

- 1 Increase in Permit revenues (\$184,700)
- 2 Reserves not needed to be drawn down on due to the spike in permit revenues
- 3 Unfunded Vacation (\$4,600), Over time (\$4,000)
- 4 Legal costs (\$12,900)
- 5 Consolidated Surplus contributed into Obligatory reserve

	Report Title	Economic Development and Marketing Fourth Quarter Summary
	Report No.	Report DCS 17-08
	Author	Cephas Panschow
	Meeting Type	Council Meeting
	Council Date	March 13, 2017
	Attachments	

RECOMMENDATION

THAT Council receive Report DCS 17-08 Economic Development and Marketing Fourth Quarter Summary for information purposes.

EXECUTIVE SUMMARY

The purpose of this report is to provide Council with an overview of Fourth quarter activity, financial results and business plan objectives.

BACKGROUND

Economic Development Activity

	2015	2016 (TARGET)	2016 (ACTUAL)
Lead Files Opened	90	110	91
Lead Files Closed	99	120	84
Corporate Visits	20	24	22
Client Visits	13	20	27
New Businesses Opened	14	14	20
Businesses Closed	6	N/A	7
Website Activity (Main Business Page)	3,097	3,400	2273*
Website Activity (Business Directory)	5,822	6,400	3418*

*Note that website statistics are not comparable or available due to the changeover to the new website on May 27, 2016.

In general, 2016 metrics were comparable to 2015 although targets were not fully met. However, arguably the most meaningful target is client visits to the community and 2016 was the highest level achieved to date at 27 investor visits,

In terms of wins for the community, 2016 experienced a number of significant investments in the industrial, commercial and residential sectors as detailed below.

New Businesses	Admirable Aesthetics Salon & Spa Beauty Bomb Glam Beautiful You Cheryl's Hair & Nails Dirty Gutter Boyz Fox and Fawn Antiques and Collectibles Horizon Natural Health Centre Hue Salon Lena Luxury Nails and Spa Mobile Links Mobile Mend Myshofer Taxi No-Dice Games Pic This Studio Roka Billiards and Games Signature Steel Structures Solid Edge Wood Split Ends Hair Studio Stephanie's Hair Studio The Anchor Shoppe The Ripped Club Tillsonburg Brand Names Outlet Why Wait Taxi Your Local R.E. Team at Erie's Edge
Closed Businesses	Alliance One Tobacco Advanced Auto Dereham Forge Stamp Works OFCTGMB Prime Ingredient/Sears Prouse's Home Furnishings
Expansions/Relocations	Bethel Temple Church Cup & Cake Dental Centre on Level One



CAO

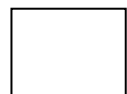
	Dr Nelles Dr Springer Dynamic Fluid Products Inc K D Heckford Developments Inc Opid Technologies Tillsonbrands Tillsonburg Dental Centre TFT Global Inc Town of Tillsonburg Non-Profit Housing Corporation (12 apartments)
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Some of the key investments made in Tillsonburg over the past year include:

- Community Living – Stacked Townhouse Project
- JMR Properties Inc – 253 Broadway
- Performance Communities Inc (Hayhoe Homes) – Andrew’s Crossing Subdivision
- Xcel Fabrication & Design Limited

The following table summarizes the status of the 2016 Business Plan objectives:

Item	Budget Value	Target Date	Status
Design/Build Partnership	\$5,000	Q1	In process
Online Targeted Campaign	\$3,500	Q1	Completed
Branding Implementation – Phase 1	\$10,000	Q1 – Q4	Completed (Phase 1)
Discover Tillsonburg	\$16,500	Q1 – Q4	Completed
High School Career Fair Support	\$1,000	Q2	Completed. 2016 event did not proceed
Hwy 3 Business Park – Signage Refresh	\$3,000	N/A	Not completed
Youth Robotics Challenge	\$1,000	Q3	Completed
Manufacturing Acceleration Program – Seed Funding	\$6,000	Q1 – Q4	Ongoing
Community Improvement Plan	\$20,000	Q1 – Q4	Limited applications received due to program redesign. New CIP to be brought forward for Council approval in early 2017.



CAO

CONSULTATION/COMMUNICATION

Not applicable. The Development Committee is provided with a summary of this report at their regular meetings.

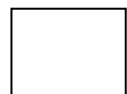
FINANCIAL IMPACT/FUNDING SOURCE

The Economic Development & Marketing Department variances for the fourth quarter of 2016 are as follows:

Department	Variance	Explanation
Economic Development	(\$2,576)	No significant variances from budget
Development & Communications	\$3,701	No significant variances from budget

COMMUNITY STRATEGIC PLAN (CSP) IMPACT

Not applicable.





Financial Plan Summary
Operating Plan - Cost Code Summary
DCS

	2016 Budget	2016 Actuals	Actual Variance	% Variance	Note Reference
Revenues					
User Charges	(97,500)	(98,490)	(990)	1%	
Total Revenues	(97,500)	(98,490)	(990)		
Expenditures					
Labour	-	56	56		
Purchases	59,000	63,600	4,600	8%	
Debt Principal & Interest	129,900	129,935	35	0%	
Total Expenditures	188,900	193,591	4,691		
Total Net Levy	91,400	95,101	3,701		

Notes

No significant variances from budget

2016 Capital Project Listing
Budget vs. YTD Actuals



	Expenditures	Contribution to Reserves	Grants	Sale of Assets	Debentures	Reserves	DC Reserves	Donation	Miscellaneous	Taxation	YTD Actuals	Variance
Project Listing												
500 DCS												
803 Project Satellite												
3300 Misc Rev									(175,000)	(175,000)	(175,000)	
3900 Contr from Res						(220,000)				(220,000)		220,000
5425 Sp Proj Exp	395,000									395,000	2,294	(392,706)
5950 Contrib to Res											172,706	172,706
Total 803 Project Satellite	395,000					(220,000)			(175,000)			
806 Land Sales												
3300 Misc Rev											(301,704)	(301,704)
5400 Misc Exp											15,883	15,883
5950 Contrib to Res											285,821	285,821
Total 806 Land Sales												
Total Project Listing	395,000					(220,000)			(175,000)			



Financial Plan Summary
Operating Plan - Cost Code Summary
EcDev

	2016 Budget	2016 Actuals	Actual Variance	% Variance	Note Reference
Revenues					
Grants	(3,000)	(9,370)	(6,370)	212%	1
User Charges	(45,000)	(54,315)	(9,315)	21%	2
Contribution from Reserves	(17,900)	(22,134)	(4,234)	24%	3
Total Revenues	(65,900)	(85,819)	(19,919)		
Expenditures					
Labour	212,000	238,307	26,307	12%	4
Purchases	100,400	91,074	(9,326)	-9%	5
Contracted Services	23,000	11,259	(11,741)	-51%	6
Contribution to Reserves	24,000	36,090	12,090	50%	7
Debt Principal & Interest	41,600	41,613	13	0%	
Total Expenditures	401,000	418,343	17,343		
Total Net Levy	335,100	332,524	(2,576)		


Notes

- 1 SouthWestern Ontario Marketing (\$5,400)
- 2 Under estimated revenue from Packetworks relating to Rural Broadband Agreement
- 3 unfunded vacation accrual (\$4,200)
- 4 Overtime (\$4,200), Part time(\$21,800)
- 5 Special projects (\$12,800), Supplies Over (\$7,300)
- 6 CIP program (\$14,300)
- 7 Revenue from Packetworks relating to Rural Broadband Agreement into Industrial land reserve (\$12,000)

**2016 Capital Project Listing
Budget vs. YTD Actuals**



	Expenditures	Contribution to Reserves	Grants	Sale of Assets	Debentures	Reserves	DC Reserves	Donation	Miscellaneous	Taxation	YTD Actuals	Variance
Project Listing												
505 EcDev												
811 Design-Build Indust Park												
3900 Contr from Res						(75,400)				(75,400)		75,400
5425 Sp Proj Exp	75,400									75,400		(75,400)
Total 811 Design-Build Indust Park	75,400					(75,400)						
Total Project Listing	75,400					(75,400)						

	Report Title	2016 Fourth Quarter Operations Services
	Report No.	OPS 17-07
	Author	Kevin De Leebeeck, P.Eng. Director of Operations
	Meeting Type	Council Meeting
	Council Date	March 13, 2017
	Attachments	<ul style="list-style-type: none"> Operating & Capital Summaries

RECOMMENDATION:

THAT Council receive Report OPS 17-07, 2016 Fourth Quarter Operations Services as information.

SUMMARY

To provide Council with the January 1, 2016 to December 31, 2016 Operations Services financial results.

Table 1: 2016 Operations Business Plan

Objective	Target	Project Status
Update Health and Safety policies and procedures for the Department	Q1 - Q4	In Progress (Cont'd in 2017 BP)
Comprehensive review of Winter Maintenance Program and development of a Winter Operations Plan	Q4	In Progress (Cont'd in 2017 BP)
Update Engineering Design Criteria to current industry standards & practices	Q3	Delayed to 2017 BP
Revise Subdivision and Site Plan Guidelines for improved communication with the development community	Q4	Cancelled * (Incl. in 2017 BP)
Asset Management Projects <ul style="list-style-type: none"> ➤ Inventory all Regulatory Signs ➤ Inventory all Streetlights & Traffic Signals 	Q3/Q4	Completed Delayed to 2017 BP
Asset Management Plan Updates <ul style="list-style-type: none"> ➤ Pavement Management Strategy ➤ Bridge & Culvert Management Strategy ➤ Develop project prioritization methodology 	Q1 - Q4	Completed Completed Completed
Water and Wastewater Rate review for implementation in 2017 to 2021	Q2/Q3	Completed
Drive-by Water Meter Conversion Program	Q1/Q2	Completed
Traffic Calming Policy	Q3	Cancelled *
Municipal Drain and Stormwater Management Study	Q3/Q4	Cancelled *

Accessibility for the Built Environment Upgrades Program	Q2/Q3	In Progress (Cont'd in 2017 BP)
Corridor Management Initiatives	Q4	In Progress (Cont'd in 2017 BP)
Transfer Station Review	Q1 – Q4	In Progress (Cont'd in 2017 BP)
North Street Sidewalk – Phase C (Oxford County Rd 20)	Q3/Q4	Delayed to 2017 BP
Trottier Subdivision Phase 1 Reconstruction – Stage 4	Q3/Q4	Completed (surface asphalt 2017)
Riverview Subdivision Reconstruction Stage 1	Q3/Q4	Completed (surface asphalt 2017)
Connecting Link Resurfacing – North St. to Town Limits	Q3/Q4	Re-assigned **
** Hot Mix Asphalt Paving Program	Q3/Q4	Completed
Medium Duty Vehicle Replacements		
➤ Roads Unit # 23 – 2003 Ford F350	Q3	Completed
➤ Water Unit # 45 – 2004 GMC Van	Q3	Completed
Heavy Duty Vehicle Replacements		
➤ Roads Unit # 62 – 2004 Peterbuilt Plow Truck	Q4	Completed
➤ Fire Unit # 70 – 1990 Pierce Pumper Truck	Q4	Completed
Off Road Equipment Replacements		
➤ Airport Unit # 202 – 1999 Rotary Wing Mower	Q2	Completed
➤ Parks Unit # 204 – 2006 Gravely Mower	Q2	Completed
➤ Roads Unit # 98 – 2004 Flail Mower	Q2	Completed

* Indicates objectives that have been withdrawn from the Business Plan due to prolonged resource vacancies.

Key indicators measure growth in terms of infrastructure i.e. Roads, Sewers, Watermain, Sidewalk, Boulevards, etc. and the associated maintenance level of service. No additional resources have been allocated to meet the increased growth demonstrates the Towns ability to mitigate the associated incremental costs to maintain the additional infrastructure.

<u>Key Indicators</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>
Roads (Lane km)	229.4	226.8	226.1	225.5	224.5	220.1
Sidewalks (km)	92.4	89.8	87.7	87.3	86.3	83.1

GOALS FOR NEXT QUARTER

- Complete road reconstruction design drawings and issue tenders
- Develop performance based specifications for fleet replacements and issue tenders
- Complete winter operations plan review
- Prepare RFP's for bridge inspections, self-serve fuelling, corridor management, etc.
- Continue H&S policy and procedure updates and revisions
- Continue winter maintenance operations of roadways, sidewalks and parking lots.

FINANCIAL IMPACT/FUNDING SOURCE

The consolidated 2016 Q4 Operations Services overall variance is summarized in **Table 2**.

Table 2: Fourth Quarter Budget vs. Actual Variance Summary

Department	Deficit / (Surplus)
Operations Administration	(15,821)
Engineering Services	(24,301)
Public Works	69,199
Airport Operations	(20,455)
Waste Management	(11,093)
Fleet Services	4,017
Enterprise Services	(19,248)
Total Variance	(17,702)



Financial Plan Summary
Operating Plan - Cost Code Summary
Fleet

	2016 Budget	2016 Actuals	Actual Variance	% Variance	Note Reference
Revenues					
User Charges	(1,216,800)	(1,260,776)	(43,976)	4%	1
Specified Revenue	-	(92,807)	(92,807)		2
Contribution from Reserves	-	(4,167)	(4,167)		3
Total Revenues	(1,216,800)	(1,357,750)	(140,950)		
Expenditures					
Labour	216,700	228,688	11,988	6%	4
Purchases	500,700	548,542	47,842	10%	5
Contracted Services	5,500	7,692	2,192	40%	
Contribution to Reserves	-	92,807	92,807		2
Debt Principal & Interest	173,600	162,813	(10,787)	-6%	6
Total Expenditures	896,500	1,040,542	144,042		
Total Net Levy	(320,300)	(317,208)	3,092		

Notes

- 1 Additional Fleet Charges (\$44,000) from external parties (Hydro & Water)
- 2 DC Revenue collected
- 3 Unfunded vacation accrual (\$4,200)
- 4 Unfunded vacation accrual (\$4,200), Vacation payout (\$7,400)
- 5 Equipment Repairs over (\$95,000), Fuel & Oil under (\$55,200), Supplies over (\$8,000)
- 6 Debt placement timing (\$10,700)

2016 Capital Project Listing
Budget vs. YTD Actuals



	Expenditures	Contribution to Reserves	Grants	Sale of Assets	Debentures	Reserves	DC Reserves	Donation	Miscellaneous	Taxation	YTD Actuals	Variance
Project Listing												
130 Fleet												
051 Replace #70 Fire pumper truck												
3820 Debt Proceeds					(435,000)					(435,000)		435,000
5425 Sp Proj Exp	435,000									435,000		(435,000)
Total 051 Replace #70 Fire pumper truck	435,000				(435,000)							
052 Replace #062 plow truck												
3820 Debt Proceeds					(260,000)					(260,000)		260,000
5425 Sp Proj Exp	260,000									260,000		(260,000)
Total 052 Replace #062 plow truck	260,000				(260,000)							
053 Replace #023 Service truck												
3900 Contr from Res						(120,000)				(120,000)		120,000
5425 Sp Proj Exp	120,000									120,000		(120,000)
Total 053 Replace #023 Service truck	120,000					(120,000)						
054 Replace #202 rotary Wing Mower												
3900 Contr from Res						(25,000)				(25,000)	(19,131)	5,869
5425 Sp Proj Exp	25,000									25,000	19,131	(5,869)
Total 054 Replace #202 rotary Wing Mower	25,000					(25,000)						
055 Replace #204 Gravely Mower												
3900 Contr from Res						(15,000)				(15,000)	(7,224)	7,776
5425 Sp Proj Exp	15,000									15,000	7,224	(7,776)
Total 055 Replace #204 Gravely Mower	15,000					(15,000)						
056 Replace #098 Trackless Flail M												
3900 Contr from Res						(11,000)				(11,000)	(9,871)	1,129
5425 Sp Proj Exp	11,000									11,000	9,871	(1,129)
Total 056 Replace #098 Trackless Flail M	11,000					(11,000)						
057 Replace #045 Service van												
3900 Contr from Res						(35,000)				(35,000)	(33,043)	1,957
5425 Sp Proj Exp	35,000									35,000	33,043	(1,957)
Total 057 Replace #045 Service van	35,000					(35,000)						

2016 Capital Project Listing
Budget vs. YTD Actuals



	Expenditures	Contribution to Reserves	Grants	Sale of Assets	Debentures	Reserves	DC Reserves	Donation	Miscellaneous	Taxation	YTD Actuals	Variance
071 Replace unit 072												
3820 Debt Proceeds					(300,000)					(300,000)	(218,000)	82,000
5425 Sp Proj Exp	300,000									300,000	218,925	(81,075)
Total 071 Replace unit 072	300,000				(300,000)						925	925
078 Disposal of Fleet Assets												
3810 Sale of Assets											(21,916)	(21,916)
5950 Contrib to Res											21,916	21,916
Total 078 Disposal of Fleet Assets												
Total Project Listing	1,201,000				(995,000)	(206,000)					925	925



Financial Plan Summary
Operating Plan - Cost Code Summary
Hyd

	2016 Budget	2016 Actuals	Actual Variance	% Variance	Note Reference
Revenues					
User Charges	(47,600)	(54,445)	(6,845)	14%	1
Other Revenue	(150,000)	(150,043)	(43)	0%	
Total Revenues	(197,600)	(204,488)	(6,888)		
Expenditures					
Labour	35,400	12,091	(23,309)	-66%	2
Purchases	11,300	15,501	4,201	37%	
Contracted Services	14,000	22,312	8,312	59%	3
Interfunctional Adjustments	6,700	5,136	(1,564)	-23%	
Total Expenditures	67,400	55,040	(12,360)		
Total Net Levy	(130,200)	(149,448)	(19,248)		

Notes

- 1 Additional revenue for work completed at the Library paid by County (\$9,500)
- 2 FT labour under (\$24,000) - more labour allocated to THI
- 3 Work completed at the Library paid by the County (\$8,400)



Financial Plan Summary
Operating Plan - Cost Code Summary
Op Admin

	2016 Budget	2016 Actuals	Actual Variance	% Variance	Note Reference
Revenues					
Contribution from Reserves	-	(7,948)	(7,948)		1
Total Revenues	-	(7,948)	(7,948)		
Expenditures					
Labour	220,100	217,903	(2,197)	-1%	
Purchases	12,900	7,220	(5,680)	-44%	2
Interfunctional Adjustments	(14,500)	(14,496)	4	0%	
Total Expenditures	218,500	210,627	(7,873)		
Total Net Levy	218,500	202,679	(15,821)		

Notes

- 1 Unfunded vacation accrual (\$7,900)
- 2 Training under (\$4,000)



Financial Plan Summary
Operating Plan - Cost Code Summary
Engineering

	2016 Budget	2016 Actuals	Actual Variance	% Variance	Note Reference
Revenues					
User Charges	(43,000)	(33,966)	9,034	-21%	1
Contribution from Reserves	-	(5,669)	(5,669)		2
Total Revenues	(43,000)	(39,635)	3,365		
Expenditures					
Labour	434,200	388,689	(45,511)	-10%	3
Purchases	31,100	26,572	(4,528)	-15%	
Contracted Services	500	-	(500)	-100%	
Interfunctional Adjustments	(155,000)	(132,127)	22,873	-15%	4
Total Expenditures	310,800	283,134	(27,666)		
Total Net Levy	267,800	243,499	(24,301)		

Notes

- 1 Reduced revenue from County for Roads capital projects (\$9,000)
- 2 Unfunded vacation accrual (\$5,700)
- 3 Labour vacancy (\$40,300) Part-time under (\$5,200)
- 4 Overhead recovery under budget due to vacancy

**2016 Capital Project Listing
Budget vs. YTD Actuals**



	Expenditures	Contribution to Reserves	Grants	Sale of Assets	Debentures	Reserves	DC Reserves	Donation	Miscellaneous	Taxation	YTD Actuals	Variance
Project Listing												
210 Engineering												
212 Broadway & Glendale Ped X												
3820 Debt Proceeds					(40,000)					(40,000)		40,000
5505 Subcon Exp	40,000									40,000		(40,000)
Total 212 Broadway & Glendale Ped X	40,000				(40,000)							
213 Mid-Block Ped Crossing												
3200 Grants&S-Fed			(25,000)							(25,000)		25,000
5425 Sp Proj Exp	25,000									25,000		(25,000)
Total 213 Mid-Block Ped Crossing	25,000		(25,000)									
Total Project Listing	65,000		(25,000)		(40,000)							



Financial Plan Summary
Operating Plan - Cost Code Summary
Roads

	2016 Budget	2016 Actuals	Actual Variance	% Variance	Note Reference
Revenues					
Grants	(72,300)	(77,887)	(5,587)	8%	1
User Charges	-	(2,876)	(2,876)		
Specified Revenue	-	(228,974)	(228,974)		2
Contribution from Reserves	-	(13,772)	(13,772)		3
Total Revenues	(72,300)	(323,509)	(251,209)		
Expenditures					
Labour	608,100	636,831	28,731	5%	4
Purchases	239,400	247,799	8,399	4%	
Contracted Services	216,900	212,141	(4,759)	-2%	
Contribution to Reserves	-	228,974	228,974		2
Interfunctional Adjustments	206,200	206,245	45	0%	
Debt Principal & Interest	293,700	286,615	(7,085)	-2%	
Total Expenditures	1,564,300	1,818,605	254,305		
Total Net Levy	1,492,000	1,495,096	3,096		

Notes

- 1 Additional revenue billed to the County as per maintenance agreement
- 2 DC revenues collected
- 3 Unfunded vacation accrual (\$13,800)
- 4 FT labour over (\$56,100), PT labour under (\$27,600) - allocation discrepancies

**2016 Capital Project Listing
Budget vs. YTD Actuals**



	Expenditures	Contribution to Reserves	Grants	Sale of Assets	Debentures	Reserves	DC Reserves	Donation	Miscellaneous	Taxation	YTD Actuals	Variance
Project Listing												
220 Roads												
226 Rdge Blvrd Stage 2												
5505 Subcon Exp											451	451
Total 226 Rdge Blvrd Stage 2											451	451
227 Trottier Stage 3												
3200 Grants&S-Fed											(12,663)	(12,663)
3820 Debt Proceeds					(350,000)					(350,000)	(350,000)	
5505 Subcon Exp	350,000									350,000	362,663	12,663
Total 227 Trottier Stage 3	350,000				(350,000)							
228 Third St												
3900 Contr from Res						(55,000)				(55,000)	(54,775)	225
5505 Subcon Exp	55,000									55,000	54,775	(225)
Total 228 Third St	55,000					(55,000)						
229 Annual Resurfacing												
5505 Subcon Exp	234,600									234,600	218,170	(16,430)
5950 Contrib to Res											16,430	16,430
Total 229 Annual Resurfacing	234,600									234,600	234,600	
230 Camdon Court												
3200 Grants&S-Fed			(79,100)							(79,100)	(79,100)	
3900 Contr from Res						(85,900)				(85,900)	(85,405)	495
5002 F/T OT											11,661	11,661
5505 Subcon Exp	165,000									165,000	152,844	(12,156)
Total 230 Camdon Court	165,000		(79,100)			(85,900)						
231 Connecting Link Resurfacing												
5505 Subcon Exp	45,000									45,000	45,000	
5950 Contrib to Res		65,000								65,000	65,000	
Total 231 Connecting Link Resurfacing	45,000	65,000								110,000	110,000	

**2016 Capital Project Listing
Budget vs. YTD Actuals**



	Expenditures	Contribution to Reserves	Grants	Sale of Assets	Debentures	Reserves	DC Reserves	Donation	Miscellaneous	Taxation	YTD Actuals	Variance
232 Trottier stage 4												
3200 Grants&S-Fed			(265,000)							(265,000)		265,000
5505 Subcon Exp	265,000									265,000		(265,000)
Total 232 Trottier stage 4	265,000		(265,000)									
233 Riverview Stage 1												
3200 Grants&S-Fed			(142,700)							(142,700)		142,700
3820 Debt Proceeds					(57,300)					(57,300)		57,300
5505 Subcon Exp	200,000									200,000		(200,000)
Total 233 Riverview Stage 1	200,000		(142,700)		(57,300)							
240 North St -sidewalks												
3905 Contr from DC Res							(65,000)			(65,000)		65,000
5505 Subcon Exp	65,000									65,000		(65,000)
Total 240 North St -sidewalks	65,000						(65,000)					
Total Project Listing	1,379,600	65,000	(486,800)		(407,300)	(140,900)	(65,000)			344,600	345,051	451



Financial Plan Summary
Operating Plan - Cost Code Summary
Winter Mtce

	2016	2016	Actual	%	Note
	Budget	Actuals	Variance	Variance	Reference
Expenditures					
Labour	203,000	232,285	29,285	14%	1
Purchases	121,500	155,144	33,644	28%	2
Contracted Services	4,500	2,658	(1,842)	-41%	
Interfunctional Adjustments	181,600	181,993	393	0%	
Total Expenditures	510,600	572,080	61,480		
Total Net Levy	510,600	572,080	61,480		

Notes

- 1 FT OT labour over (\$8,800), PT labour over (\$17,700), PT OT labour over(\$4,400)
- 2 Salt Supplies over (\$33,600)



Financial Plan Summary
Operating Plan - Cost Code Summary
Parking

	2016 Budget	2016 Actuals	Actual Variance	% Variance	Note Reference
Revenues					
Levy, PILS	(139,200)	(137,943)	1,257	-1%	
Specified Revenue	-	(45)	(45)		
Total Revenues	(139,200)	(137,988)	1,212		
Expenditures					
Labour	31,500	12,779	(18,721)	-59%	1
Purchases	2,000	388	(1,612)	-81%	
Contracted Services	25,000	23,644	(1,356)	-5%	
Contribution to Reserves	-	45	45	0%	
Interfunctional Adjustments	29,500	29,508	8	0%	
Debt Principal & Interest	14,800	14,817	17	0%	
Total Expenditures	102,800	81,181	(21,619)		
Total Net Levy	(36,400)	(56,807)	(20,407)		

Notes

1 FT labour under (\$16,200) - allocation discrepancies, PT labour under (\$2,700)

2016 Capital Project Listing
Budget vs. YTD Actuals



		Contribution	Grants	Sale of	Debentures	Reserves	DC	Donation	Miscellaneous	Taxation	YTD	Variance
	Expenditures	to Reserves		Assets			Reserves				Actuals	
Project Listing												
230 Parking												
303 Future Parking lots												
5950 Contrib to Res		35,400								35,400	56,807	21,407
Total 303 Future Parking lots		35,400								35,400	56,807	21,407
Total Project Listing		35,400								35,400	56,807	21,407



Financial Plan Summary
Operating Plan - Cost Code Summary
Streetlights

	2016 Budget	2016 Actuals	Actual Variance	% Variance	Note Reference
Revenues					
User Charges	-	(20)	(20)		
Total Revenues	-	(20)	(20)		
Expenditures					
Labour	28,100	27,192	(908)	-3%	
Purchases	256,200	276,479	20,279	8%	1
Contracted Services	3,000	3,962	962	32%	
Interfunctional Adjustments	17,800	34,901	17,101	96%	2
Total Expenditures	305,100	342,534	37,434		
Total Net Levy	305,100	342,514	37,414		

Notes

- 1 HLW over (\$24,500)
- 2 Fleet Charges over (\$17,100) from THI

2016 Capital Project Listing
Budget vs. YTD Actuals



	Expenditures	Contribution to Reserves	Grants	Sale of Assets	Debentures	Reserves	DC Reserves	Donation	Miscellaneous	Taxation	YTD Actuals	Variance
Project Listing												
235 Streetlights												
252 Baldwin Phase 9												
3300 Misc Rev											(7,355)	(7,355)
5001 F/T Reg											1,254	1,254
5100 Fleet											1,025	1,025
5200 Materials/Inventory											4,995	4,995
5505 Subcon Exp											81	81
Total 252 Baldwin Phase 9												
310 LED Conversion												
5001 F/T Reg											89	89
Total 310 LED Conversion											89	89
932 Ann Phase 7												
3300 Misc Rev												
5505 Subcon Exp											(165)	(165)
Total 932 Ann Phase 7											(165)	(165)
933 Baldwin Phase 9												
5100 Fleet												
Total 933 Baldwin Phase 9												
964 Brookside												
5200 Materials/Inventory											556	556
Total 964 Brookside											556	556
Total Project Listing											480	480



Financial Plan Summary
Operating Plan - Cost Code Summary
Airport

	2016 Budget	2016 Actuals	Actual Variance	% Variance	Note Reference
Revenues					
Grants	(5,000)	(5,000)	-	0%	
User Charges	(509,900)	(462,394)	47,506	-9%	1
Other Revenue	(500)	(169)	331	-66%	
Contribution from Reserves	-	(3,176)	(3,176)		2
Total Revenues	(515,400)	(470,739)	44,661		
Expenditures					
Labour	168,000	154,367	(13,633)	-8%	3
Purchases	325,100	277,873	(47,227)	-15%	1
Contracted Services	38,500	34,241	(4,259)	-11%	
Contribution to Reserves	6,000	6,000	-		
Interfunctional Adjustments	3,200	3,204	4	0%	
Debt Principal & Interest	40,200	40,199	(1)	0%	
Total Expenditures	581,000	515,884	(65,116)		
Total Net Levy	65,600	45,145	(20,455)		

Notes

- 1 Fuel sales (\$45,800 lower); Fuel purchases (50,500 lower)
- 2 Unfunded vacation accrual (\$3,200)
- 3 FT labour under (\$32,600) - Sick leave, PT labour over (\$15,800) to back fill

2016 Capital Project Listing
Budget vs. YTD Actuals



	Expenditures	Contribution to Reserves	Grants	Sale of Assets	Debentures	Reserves	DC Reserves	Donation	Miscellaneous	Taxation	YTD Actuals	Variance
Project Listing												
240 Airport												
323 Future Capital												
5950 Contrib to Res		35,000								35,000	35,000	
Total 323 Future Capital		35,000								35,000	35,000	
326 Customs Office												
3210 Grants&s-Oth											(6,466)	(6,466)
3900 Contr from Res											(2,500)	(2,500)
5505 Subcon Exp											8,966	8,966
Total 326 Customs Office												
327 Taxiway rehab												
3300 Misc Rev									(7,000)	(7,000)		7,000
3900 Contr from Res						(37,000)				(37,000)	(29,903)	7,097
5425 Sp Proj Exp	44,000									44,000	29,903	(14,097)
Total 327 Taxiway rehab	44,000					(37,000)			(7,000)			
Total Project Listing	44,000	35,000				(37,000)			(7,000)	35,000	35,000	



Financial Plan Summary
Operating Plan - Cost Code Summary
Storm Sewers

	2016 Budget	2016 Actuals	Actual Variance	% Variance	Note Reference
Revenues					
Specified Revenue	-	(10,186)	(10,186)		1
Total Revenues	-	(10,186)	(10,186)		
Expenditures					
Labour	50,700	15,805	(34,895)	-69%	2
Purchases	4,000	2,792	(1,208)	-30%	
Contracted Services	48,000	49,356	1,356	3%	
Contribution to Reserves	-	10,186	10,186		1
Interfunctional Adjustments	22,300	22,308	8	0%	
Total Expenditures	125,000	100,447	(24,553)		
Total Net Levy	125,000	90,261	(34,739)		

Notes

- 1 DC Revenues collected
- 2 FT labour under (\$31,400) - allocation discrepancies, PT labour under(\$2,500)

2016 Capital Project Listing
Budget vs. YTD Actuals



	Expenditures	Contribution to Reserves	Grants	Sale of Assets	Debentures	Reserves	DC Reserves	Donation	Miscellaneous	Taxation	YTD Actuals	Variance
Project Listing												
260 Storm Sewers												
227 Trottier Stage 3												
3200 Grants&S-Fed											(10,327)	(10,327)
3820 Debt Proceeds					(50,000)					(50,000)	(49,983)	17
5505 Subcon Exp	50,000									50,000	60,327	10,327
Total 227 Trottier Stage 3	50,000				(50,000)						17	17
228 Third St												
3900 Contr from Res						(15,000)				(15,000)	(12,816)	2,184
5505 Subcon Exp	15,000									15,000	12,816	(2,184)
5950 Contrib to Res												
Total 228 Third St	15,000					(15,000)						
230 Camdon Court												
3900 Contr from Res						(45,000)				(45,000)	(38,241)	6,759
5505 Subcon Exp	45,000									45,000	38,241	(6,759)
5950 Contrib to Res												
Total 230 Camdon Court	45,000					(45,000)						
232 Trottier stage 4												
3200 Grants&S-Fed			(57,500)							(57,500)		57,500
3900 Contr from Res												
5505 Subcon Exp	57,500									57,500		(57,500)
Total 232 Trottier stage 4	57,500		(57,500)									
233 Riverview Stage 1												
3820 Debt Proceeds					(40,000)					(40,000)		40,000
5505 Subcon Exp	110,000									110,000		(110,000)
5950 Contrib to Res											70,000	70,000
Total 233 Riverview Stage 1	110,000				(40,000)					70,000	70,000	

**2016 Capital Project Listing
Budget vs. YTD Actuals**



	Expenditures	Contribution to Reserves	Grants	Sale of Assets	Debentures	Reserves	DC Reserves	Donation	Miscellaneous	Taxation	YTD Actuals	Variance
351 Swance Drain												
3900 Contr from Res						(100,000)				(100,000)	(99,686)	314
5425 Sp Proj Exp	100,000									100,000	99,686	(314)
5950 Contrib to Res												
Total 351 Swance Drain	100,000					(100,000)						
Total Project Listing	377,500		(57,500)		(90,000)	(160,000)				70,000	70,017	17



Financial Plan Summary
Operating Plan - Cost Code Summary
Solid Waste & Recycling

	2016	2016	Actual	%	Note
	Budget	Actuals	Variance	Variance	Reference
Revenues					
Grants	(120,400)	(133,841)	(13,441)	11%	1
User Charges	(114,800)	(127,101)	(12,301)	11%	2
Total Revenues	(235,200)	(260,942)	(25,742)		
Expenditures					
Labour	80,400	65,904	(14,496)	-18%	3
Purchases	98,200	104,413	6,213	6%	4
Contracted Services	98,500	121,432	22,932	23%	5
Interfunctional Adjustments	110,100	110,100	0	0%	
Total Expenditures	387,200	401,849	14,649		
Total Net Levy	152,000	140,907	(11,093)		


Notes

- 1 Extra revenue billed to the County (\$13,400) offset by additional expense
- 2 Bag tag sales over (\$10,800)
- 3 FT labour under (\$22,700) - allocation discrepancies, FT OT over (\$5,200), PT labour over (\$3,000)
- 4 Bag tag purchases over (\$5,200)
- 5 Large item bins at Transfer station (\$23,400)

**2016 Capital Project Listing
Budget vs. YTD Actuals**



	Expenditures	Contribution to Reserves	Grants	Sale of Assets	Debentures	Reserves	DC Reserves	Donation	Miscellaneous	Taxation	YTD Actuals	Variance
Project Listing												
280 Solid Waste & Recycling												
443 Transfer Station Improvements												
5425 Sp Proj Exp	50,000									50,000	28,900	(21,100)
5950 Contrib to Res											21,100	21,100
Total 443 Transfer Station Improvements	50,000									50,000	50,000	
Total Project Listing	50,000									50,000	50,000	

	Report Title	Recreation Culture and Parks 2016 Q4 Results
	Report No.	RCP 17-18
	Author	Rick Cox
	Meeting Type	Council Meeting
	Council Date	March 13, 2017
	Attachments	<ul style="list-style-type: none"> RCP 2016 Financial Summaries

RECOMMENDATION

THAT Report RCP 17-17 - Recreation Culture and Parks 2016 Q4 Results be received for information.

EXECUTIVE SUMMARY

This report provides Council with the overall January 1, 2016 to December 31, 2016 Department operational and financial results for Recreation, Culture & Parks.

BACKGROUND

2016 Business Objectives

Objective	Target Date	Status
Lead the consortium of groups implementing the Cultural Improvement Alliance project.	Q 1-Q2	Complete
Take lead in revamped Doors Open Oxford area working group for 2016	Q 1-Q2	Complete
Create working committee with Tourism Oxford, Oxford Creative Connections Inc. and The Woodstock Museum NHS to begin the planning process for "Wilde Oxford" an event in 2017 to celebrate the 135 th Anniversary of Oscar Wilde's visit to Oxford County	Q 1-Q4	Scope change to Tillsonburg only. On schedule
Work with Oxford County museums and other partners to organize a County wide 5 year initiative to commemorate the 100th Anniversary of WW1 through hosting 100 events throughout the County between 2014 and 2018.	Q 1-Q4	On schedule
Collaborate with Oxford Creative Connections and the Tillsonburg Cultural Improvement Alliance to hold a festival-style music & arts event in Tillsonburg	Q 1-Q4	"String Fling" event planned for 2017
Implement eight broad based cultural opportunities/ events (2 per quarter) for Tillsonburg residents.	Q 1-Q4	On schedule
Initiate planning for 2017 celebrations of Canada's 150 th Anniversary and Tillsonburg's 145 th Anniversary	Q 1-Q4	In progress

Create barrier-free washroom at TCC near Lions Auditorium	Q1-Q2	Complete
Parking area at Trottier Park	Q1-Q2	Deferred to 2017
Undertake a concept design process to extend the useful life and improve the functionality and amenity level of the Tillsonburg Community Centre including facilitating 24hr health club access and improvements to the catering facilities.	Q3-Q4	In progress
Continue Annandale Diamond revitalization project including Trillium Foundation application.	Q1-Q4	Trillium Foundation not available
Continue development of Town-wide Asset Management Plan for Facilities including software implementation.	Q1-Q4	On schedule
Partner with Trans Canada Trail. & Oxford County to implement the TCT rail-trail connection to Norfolk County.	Q1-Q4	On schedule
Urban forestry program (Trottier, Participark)	Q1-Q4	Trottier Completed
Continue evaluation of facility booking, membership and program registration software platforms in preparation for 2017 procurement cycle to replace software in 2018	Q1-Q4	On schedule
Grow participation and revenue with an expanded calendar of adult and youth recreation programs	Q1-Q4	On schedule
Complete installation of wayward ball fence at Soccer Park	Q2	Complete
Demolish Pigeon Barn	Q2	Cancelled
Install one new pavilion at Kiwanis Coronation Park based on a TBD site plan that addresses parking pressures.	Q2	Deferred
Railing replacement on upper deck at Waterpark	Q2	Completed Jan '17
Replace HVAC units at the Museum	Q2	Completed Jan '17
Replace South & East porches	Q2	South porch completed
Skate park repair and extension	Q2	Repair complete. Extension cancelled.
Tillsonburg Scout Association & Model Boat Association storage	Q2	Under review
Host the Run The Runway event to generate funds in support of the F.A.R.E. subsidy program.	Q2	Complete
Carroll Trail slope failure repair	Q2-Q3	Deferred to 2017
Roof repairs at Tillsonburg Community Centre	Q2-Q3	Complete
Implement marketing strategy for the new & improved health club once Town re-branding project is complete.	Q2-Q3	Complete
Replace failing columbaria unit #1 and continue implementation of Master Design Plan.	Q3	Complete
Begin construction of Celebration Plaza as part of Memorial Park revitalization.	Q3-Q4	On schedule
New play structure at Oak Park and play structure replacement at Glendale Park	Q3-Q4	Oak Park Complete. Glendale deferred.

Key Indicators

Key Indicators	Data for Q1-Q4			Comment
	2016	2015	% change	
Museum: attendance - headcount	12,194	13,776	-11%	no Shunpiker tour (Q2)
Programs: Advanced/Leadership - headcount	184	159	16%	
Programs: Aquatic registrations - headcount	4,052	3,223	26%	
Programs: Public Swim attendance - headcount	12,299	12,134	1%	
Programs: Memberships sold	1,735	1,526	14%	
Programs: Health Club attendance - headcount	28,345	27,083	5%	
Programs: Water Fitness attendance - headcount	10,214	7,917	29%	
Programs: Land Fitness attendance - headcount	2,002	2,271	-12%	change from passes to registrations
Programs: Public Skating attendance - headcount	3,591	2,570	40%	Season passes increased participation
Programs: Roller Skating attendance - headcount	350	328	7%	new program for summer 2015
Programs: Squash Courts - headcount	1,452	999	45%	
Programs: Waterpark attendance - headcount	25,932	25,710	1%	
Programs: Youth registrations - headcount	4,166	3,007	39%	
Programs: Advertising revenue (guide,boards,fences)	\$ 46,127	\$ 53,261	-13%	change in ball fence advertising
Programs: Rink bookings (ice) -hours	4,625	3,995	16%	
Programs: Rink bookings (floor) - hours	165	247	-33%	No Agricultural Fair use of floor
Programs: Tournaments (ice/pool/field)	15	16	-6%	
Programs: Room rentals (non-admin)	757	611	24%	Many more meetings, fewer large rentals
Cemetery: Niche & Plot sales (count)	69	54	28%	
Cemetery: Interments (count)	122	127	-4%	

FINANCIAL IMPACT/FUNDING SOURCE

The 2016 year-end RCP Department financial variance summary is as follows:

Division	2016 Budget	YTD Actual	YE Variance (surplus)/deficit
Cemetery	216,900.00	178,389.00	(38,511.00)
Parks	542,200.00	593,128.00	50,928.00
Recreation Programs	281,400.00	321,946.00	40,546.00
Facilities	2,150,200.00	2,185,550.00	35,350.00
EFC	(32,400.00)	(28,652.00)	3,748.00
Museum	276,200.00	273,484.00	(2,716.00)
Totals	3,434,500.00	3,523,845.00	89,345.00

Revenue at the Cemetery was on budget for the year. The surplus arises from approximately \$45,000 of labour cost which was in the Cemetery budget but used for Parks. In addition to the labour, Parks expenses were over budget due to expenses for hazardous tree removal (\$14,000), the toboggan hill rental fee (\$4,000) and unanticipated costs for cleaning up the fuelwood in the Trottier Woodlot (\$2,000). Partial mitigation of these extra costs was achieved through a reduction in spending on sports field and trail maintenance, resulting in a net negative variance for the Parks & Cemetery Division of approximately \$12,400.

The Programs Division saw revenue shortfalls in Health Club memberships, ice bookings, vending sales and hall rentals (\$34,900) and additional part time labour costs due to an increase in the hourly wage for many positions to \$12/hour, coverage for leaves and retirement, special projects, and increased lifeguarding requirements to meet safety standards (\$54,500). Combined, these negative variances total \$89,400, which was partially mitigated through savings in full time labour (\$29,800) advertising (\$4,000), and other discretionary spending. The Programs Division results show a net negative variance to budget of \$40,546 for 2016.

In the Facilities Division, utility costs were over budget by \$57,000 due to unit cost increases. An unanticipated and unavoidable replacement of failed valves in the rink fire suppression system cost \$9,150. Costs at the Elliot Fairbairn School exceeded the amount that can be recovered from the tenant by \$3,750. These negative variances were partially mitigated by reducing the use of part time labour, and the Division ended the year with a consolidated negative variance of \$39,000 for 2016.

The Culture & Heritage Division saw significant revenue shortfalls (\$27,650) but through careful spending and significant savings on the HVAC capital project, was able to offset more than the shortfall, achieving a consolidated positive variance of \$2,700.

Overall, the Recreation, Culture & Parks Department completes 2016 with a consolidated budget variance deficit of 2.6% (\$89,345).

COMMUNITY STRATEGIC PLAN (CSP) IMPACT

None at this time.



Financial Plan Summary
Operating Plan - Cost Code Summary
Cem

	2016 Budget	2016 Actuals	Actual Variance	% Variance	Note Reference
Revenues					
User Charges	(126,600)	(127,484)	(884)	1%	
Other Revenue	(10,100)	(6,333)	3,767	-37%	
Contribution from Reserves	-	(3,348)	(3,348)		1
Total Revenues	(136,700)	(137,165)	(465)		
Expenditures					
Labour	160,600	118,587	(42,013)	-26%	2
Purchases	36,600	34,166	(2,434)	-7%	
Contracted Services	20,000	21,546	1,546	8%	
Interfunctional Adjustments	104,300	104,304	4	0%	
Total Expenditures	321,500	278,603	(42,897)		
Total Net Levy	184,800	141,438	(43,362)		

Notes

- 1 Unfunded vacation accrual (\$3,300)
- 2 Surplus is from labour budget allocated to Cemetery but used in Parks (\$45,350)

**2016 Capital Project Listing
Budget vs. YTD Actuals**



	Expenditures	Contribution to Reserves	Grants	Sale of Assets	Debentures	Reserves	DC Reserves	Donation	Miscellaneous	Taxation	YTD Actuals	Variance
Project Listing												
300 Cem												
501 Columbarium												
3300 Misc Rev									(7,200)	(7,200)	(4,800)	2,400
5425 Sp Proj Exp	7,200									7,200	4,800	(2,400)
Total 501 Columbarium	7,200								(7,200)			
504 Implementation of Master Plan												
3200 Grants&S-Fed												
3900 Contr from Res						(1,000)				(1,000)	1,000	
5425 Sp Proj Exp	13,100									13,100		(13,100)
5950 Contrib to Res											12,100	12,100
Total 504 Implementation of Master Plan	13,100					(1,000)				12,100	12,100	
509 Columbarium #1 Replacement												
5505 Subcon Exp	20,000									20,000	24,851	4,851
Total 509 Columbarium #1 Replacement	20,000									20,000	24,851	4,851
Total Project Listing	40,300					(1,000)			(7,200)	32,100	36,951	4,851



Financial Plan Summary
Operating Plan - Cost Code Summary
Parks

	2016 Budget	2016 Actuals	Actual Variance	% Variance	Note Reference
Revenues					
User Charges	(10,500)	(17,583)	(7,083)	67%	1
Other Revenue	-	(2,876)	(2,876)		
Contribution from Reserves	-	(353)	(353)		2
Total Revenues	(10,500)	(20,812)	(10,312)		
Expenditures					
Labour	99,700	147,814	48,114	48%	3
Purchases	89,600	87,171	(2,429)	-3%	
Contracted Services	107,500	131,679	24,179	22%	4
Contribution to Reserves	10,500	11,041	541	5%	
Interfunctional Adjustments	37,800	32,620	(5,180)	-14%	5
Debt Principal & Interest	77,200	77,293	93	0%	
Total Expenditures	422,300	487,618	65,318		
Total Net Levy	411,800	466,806	55,006		

Notes

- 1 Surplus is from unbudgeted timber sales, memorial benches & trees (\$7,000)
- 2 Unfunded vacation accrual (\$352)
- 3 Overage reflects labour budgeted in Cemetery but used in Parks (\$45,350)
- 4 Overage reflects hazardous tree removal (\$14,000), toboggan hill (\$4,000), Trottier Woodlot clean-up (\$2000)
- 5 Surplus reflects Fleet charges allocated to EFC (\$5,180)

2016 Capital Project Listing
Budget vs. YTD Actuals



	Expenditures	Contribution to Reserves	Grants	Sale of Assets	Debentures	Reserves	DC Reserves	Donation	Miscellaneous	Taxation	YTD Actuals	Variance
Project Listing												
450 Parks												
622 Update of trails masterplan												
3900 Contr from Res						(2,000)				(2,000)		2,000
3905 Contr from DC Res							(18,000)			(18,000)		18,000
5505 Subcon Exp	20,000									20,000		(20,000)
Total 622 Update of trails masterplan	20,000					(2,000)	(18,000)					
623 Parks Building												
3300 Misc Rev									(130,000)	(130,000)		130,000
5425 Sp Proj Exp	30,900									30,900		(30,900)
5950 Contrib to Res		99,100								99,100		(99,100)
Total 623 Parks Building	30,900	99,100							(130,000)			
628 Portbale bleachers & Staging												
3900 Contr from Res						(27,000)				(27,000)	(24,992)	2,008
5425 Sp Proj Exp	27,000									27,000	24,992	(2,008)
Total 628 Portbale bleachers & Staging	27,000					(27,000)						
629 Ann Diamonds Improvements												
3300 Misc Rev									(4,200)	(4,200)		4,200
3905 Contr from DC Res							(39,000)			(39,000)	(32,525)	6,475
5425 Sp Proj Exp	43,200									43,200	36,139	(7,061)
Total 629 Ann Diamonds Improvements	43,200						(39,000)		(4,200)		3,614	3,614
630 Ann Diamonds - Lighting												
3205 Grants&S-Prov			(150,000)							(150,000)		150,000
3300 Misc Rev									(10,000)	(10,000)		10,000
3905 Contr from DC Res							(81,000)			(81,000)		81,000
5425 Sp Proj Exp	241,000									241,000		(241,000)
Total 630 Ann Diamonds - Lighting	241,000		(150,000)				(81,000)		(10,000)			

2016 Capital Project Listing
Budget vs. YTD Actuals



	Expenditures	Contribution to Reserves	Grants	Sale of Assets	Debentures	Reserves	DC Reserves	Donation	Miscellaneous	Taxation	YTD Actuals	Variance
633 Soccer Club fence												
3300 Misc Rev									(16,200)	(16,200)	(16,188)	12
3900 Contr from Res						(85,200)				(85,200)	(85,200)	
5425 Sp Proj Exp	101,400									101,400	101,934	534
Total 633 Soccer Club fence	101,400					(85,200)			(16,200)		546	546
634 Trails Fitness Eqpt												
3705 Donation Rev											(476)	(476)
5425 Sp Proj Exp											476	476
Total 634 Trails Fitness Eqpt												
635 Coronation Park Pavilion												
3705 Donation Rev								(20,000)		(20,000)		20,000
5505 Subcon Exp	50,000									50,000		(50,000)
5950 Contrib to Res											30,000	30,000
Total 635 Coronation Park Pavilion	50,000							(20,000)		30,000	30,000	
636 Playground Expansion												
3905 Contr from DC Res							(27,000)			(27,000)	(27,000)	
5425 Sp Proj Exp	30,000									30,000		(30,000)
5505 Subcon Exp											31,099	31,099
Total 636 Playground Expansion	30,000						(27,000)			3,000	4,099	1,099
637 Dog Park												
3300 Misc Rev									(10,000)	(10,000)	(3,425)	6,575
5950 Contrib to Res		10,000								10,000	3,425	(6,575)
Total 637 Dog Park		10,000							(10,000)			
638 Pigeon Barn demolition												
3900 Contr from Res						(10,500)				(10,500)		10,500
5425 Sp Proj Exp	10,500									10,500		(10,500)
Total 638 Pigeon Barn demolition	10,500					(10,500)						

2016 Capital Project Listing
Budget vs. YTD Actuals



	Expenditures	Contribution to Reserves	Grants	Sale of Assets	Debentures	Reserves	DC Reserves	Donation	Miscellaneous	Taxation	YTD Actuals	Variance
639 Skatepark Repairs												
5505 Subcon Exp	1,600									1,600	1,611	11
Total 639 Skatepark Repairs	1,600									1,600	1,611	11
640 Sea Scout boat storage												
3300 Misc Rev									(5,000)	(5,000)		5,000
5425 Sp Proj Exp	5,000									5,000		(5,000)
Total 640 Sea Scout boat storage	5,000								(5,000)			
641 Soccer Park Fence Replenish												
3300 Misc Rev									(16,300)	(16,300)	(16,300)	
5950 Contrib to Res		35,200								35,200	35,200	
Total 641 Soccer Park Fence Replenish		35,200							(16,300)	18,900	18,900	
642 Playground Eqpt Replacment												
5425 Sp Proj Exp	13,500									13,500		(13,500)
5505 Subcon Exp											6,177	6,177
Total 642 Playground Eqpt Replacment	13,500									13,500	6,177	(7,323)
643 Implementation of Mem Park												
3200 Grants&S-Fed			(185,000)							(185,000)		185,000
3705 Donation Rev								(50,000)		(50,000)		50,000
5425 Sp Proj Exp	160,000									160,000		(160,000)
5950 Contrib to Res		125,000								125,000	50,000	(75,000)
Total 643 Implementation of Mem Park	160,000	125,000	(185,000)					(50,000)		50,000	50,000	
644 Carroll Trail repairs												
3200 Grants&S-Fed			(125,000)							(125,000)		125,000
3820 Debt Proceeds					(75,000)					(75,000)		75,000
5505 Subcon Exp	200,000									200,000		(200,000)
Total 644 Carroll Trail repairs	200,000		(125,000)		(75,000)							
645 Pump Track												
3705 Donation Rev								(34,600)		(34,600)	(37,225)	(2,625)
5505 Subcon Exp	48,000									48,000	48,600	600
Total 645 Pump Track	48,000							(34,600)		13,400	11,375	(2,025)
Total Project Listing	982,100	269,300	(460,000)		(75,000)	(124,700)	(165,000)	(104,600)	(191,700)	130,400	126,322	(4,078)



Financial Plan Summary
Operating Plan - Cost Code Summary
Rec - Programs

	2016	2016	Actual	%	Note
	Budget	Actuals	Variance	Variance	Reference
Revenues					
Grants	(42,700)	(45,787)	(3,087)	7%	
User Charges	(1,293,300)	(1,266,115)	27,185	-2%	1
Other Revenue	(45,000)	(36,027)	8,973	-20%	2
Contribution from Reserves	-	(21,268)	(21,268)		3
Total Revenues	(1,381,000)	(1,369,197)	11,803		
Expenditures					
Labour	1,373,400	1,407,426	34,026	2%	4
Purchases	249,300	248,259	(1,041)	0%	
Debt Principal & Interest	14,700	14,674	(26)	0%	
Total Expenditures	1,637,400	1,670,359	32,959		
Total Net Levy	256,400	301,162	44,762		

Notes

- 1 Overage is from unrealized revenue targets for HC memberships, ice rentals, meeting rooms (\$27,200)
- 2 Overage is from elimination of snack vending program (\$7,700)
- 3 Unfunded vacation accrual (\$21,300)
- 4 Overage is in PT labour due to wage increase, coverage for leaves & retirement, special projects, increased lifeguard requirements (\$54,500)

2016 Capital Project Listing
Budget vs. YTD Actuals



	Expenditures	Contribution to Reserves	Grants	Sale of Assets	Debentures	Reserves	DC Reserves	Donation	Miscellaneous	Taxation	YTD Actuals	Variance
Project Listing												
460 Rec - Programs												
411 TCC Conceptual Plans												
5425 Sp Proj Exp	25,000									25,000		(25,000)
5950 Contrib to Res											25,000	25,000
Total 411 TCC Conceptual Plans	25,000									25,000	25,000	
651 Cycling master plan												
3900 Contr from Res						(5,000)				(5,000)		5,000
3905 Contr from DC Res							(15,000)			(15,000)		15,000
5425 Sp Proj Exp	20,000									20,000		(20,000)
Total 651 Cycling master plan	20,000					(5,000)	(15,000)					
655 Aquacycles												
3205 Grants&S-Prov			(56,500)							(56,500)	(56,500)	
5505 Subcon Exp	56,500									56,500	52,284	(4,216)
Total 655 Aquacycles	56,500		(56,500)								(4,216)	(4,216)
Total Project Listing	101,500		(56,500)			(5,000)	(15,000)			25,000	20,784	(4,216)



Financial Plan Summary
Operating Plan - Cost Code Summary
Rec - Bldg Mtce

	2016 Budget	2016 Actuals	Actual Variance	% Variance	Note Reference
Revenues					
User Charges	(6,300)	(9,735)	(3,435)	55%	
Specified Revenue	-	(45,742)	(45,742)		1
Contribution from Reserves	-	(9,818)	(9,818)		2
Total Revenues	(6,300)	(65,295)	(58,995)		
Expenditures					
Labour	776,600	771,816	(4,784)	-1%	
Purchases	744,300	787,927	43,627	6%	3
Contracted Services	169,000	177,506	8,506	5%	4
Contribution to Reserves	-	45,742	45,742		1
Interfunctional Adjustments	18,800	18,804	4	0%	
Debt Principal & Interest	391,800	392,028	228	0%	
Total Expenditures	2,100,500	2,193,823	93,323		
Total Net Levy	2,094,200	2,128,528	34,328		

Notes

- 1 DC Revenues collected
- 2 Unfunded vacation accrual (\$9,800)
- 3 Overage is due to HLW unit cost increases (\$57,000)
- 4 Overage is due to unplanned replacement of failed valves in dry fire suppression system (\$9,150)

2016 Capital Project Listing
Budget vs. YTD Actuals



	Expenditures	Contribution to Reserves	Grants	Sale of Assets	Debentures	Reserves	DC Reserves	Donation	Miscellaneous	Taxation	YTD Actuals	Variance
Project Listing												
465 Rec - Bldg Mtce												
679 Outdoor Pool Maintenance												
5425 Sp Proj Exp	25,000									25,000		(25,000)
5950 Contrib to Res											25,000	25,000
Total 679 Outdoor Pool Maintenance	25,000									25,000	25,000	
681 Roof Repairs												
3200 Grants&S-Fed			(32,000)							(32,000)	(32,500)	(500)
3900 Contr from Res						(12,000)				(12,000)	(12,000)	
5425 Sp Proj Exp	65,000									65,000	57,008	(7,992)
5505 Subcon Exp											13,190	13,190
Total 681 Roof Repairs	65,000		(32,000)			(12,000)				21,000	25,698	4,698
685 Facility Asset Management												
3200 Grants&S-Fed			(54,600)							(54,600)		54,600
3900 Contr from Res											(54,800)	(54,800)
5425 Sp Proj Exp	54,600									54,600	54,826	226
Total 685 Facility Asset Management	54,600		(54,600)								26	26
686 Roof Repairs												
3820 Debt Proceeds												
5505 Subcon Exp	10,000									10,000	6,298	(3,702)
Total 686 Roof Repairs	10,000									10,000	6,298	(3,702)
Total Project Listing	154,600		(86,600)			(12,000)				56,000	57,022	1,022



Financial Plan Summary
Operating Plan - Cost Code Summary
EFC

	2016 Budget	2016 Actuals	Actual Variance	% Variance	Note Reference
Revenues					
User Charges	(82,500)	(95,839)	(13,339)	16%	1
Total Revenues	(82,500)	(95,839)	(13,339)		
Expenditures					
Labour	-	7,896	7,896		2
Purchases	14,200	22,794	8,594	61%	3
Contracted Services	200	703	503	252%	
Debt Principal & Interest	35,700	35,794	94	0%	
Total Expenditures	50,100	67,187	17,087		
Total Net Levy	(32,400)	(28,652)	3,748		

Notes

- 1 Revenue budget reflects expected net revenue
- 2 Labour allocated to EFC from dept # 465 and # 450
- 3 Fleet (\$5,100) and supplies (\$3,000) allocated to EFC from dept # 465 and # 450



Financial Plan Summary
Operating Plan - Cost Code Summary
Museum

	2016 Budget	2016 Actuals	Actual Variance	% Variance	Note Reference
Revenues					
Grants	(33,300)	(24,246)	9,054	-27%	1
User Charges	(29,800)	(21,057)	8,743	-29%	2
Other Revenue	(39,000)	(25,517)	13,483	-35%	3
Contribution from Reserves	(13,600)	(17,225)	(3,625)	27%	4
Total Revenues	(115,700)	(88,045)	27,655		
Expenditures					
Labour	247,400	262,930	15,530	6%	5
Purchases	114,500	88,949	(25,551)	-22%	6
Contracted Services	15,000	9,650	(5,350)	-36%	7
Total Expenditures	376,900	361,529	(15,371)		
Total Net Levy	261,200	273,484	12,284		


Notes

- 1 Revenue shortage from exhibit sponsorship not secured (\$6,000)
- 2 Revenue shortage from lower than anticipated fundraising and program registrations
- 3 Revenue shortage from cancelled Flower Show and low sales for Wingfield performances
- 4 Unfunded vacation accrual (\$3,600)
- 5 Labour overage includes \$10k from Facility staff working at the Museum with offset reduction in 465
- 6 Savings from deferred purchases to offset revenue shortages and unsuccessful grant
- 7 Savings from deferred work to offset revenue shortages

**2016 Capital Project Listing
Budget vs. YTD Actuals**



	Expenditures	Contribution to Reserves	Grants	Sale of Assets	Debentures	Reserves	DC Reserves	Donation	Miscellaneous	Taxation	YTD Actuals	Variance
Project Listing												
475 Museum												
763 South&East Porch Replacement												
3300 Misc Rev									(15,000)	(15,000)	(13,741)	1,259
5425 Sp Proj Exp	15,000									15,000	13,741	(1,259)
Total 763 South&East Porch Replacement	15,000								(15,000)			
766 HVAC Replacment												
3900 Contr from Res						(30,000)				(30,000)		30,000
5425 Sp Proj Exp	45,000									45,000		(45,000)
5950 Contrib to Res												
Total 766 HVAC Replacment	45,000					(30,000)				15,000		(15,000)
Total Project Listing	60,000					(30,000)			(15,000)	15,000		(15,000)

	Report Title	Fourth Quarter 2016 Department Results
	Report No.	FRS
	Author	Jeff Smith
	Meeting Type	Council Meeting
	Council Date	March 13, 2017
	Attachments	<ul style="list-style-type: none"> NIL

RECOMMENDATION

THAT Report FRS 17-01 Fourth Quarter 2016 Department Results be received for information.

EXECUTIVE SUMMARY

To provide Council with the October 31, 2016 to December 31, 2016 Fire & Rescue Services performance results.

SUMMARY OF OPERATIONAL RESULTS

2016 Business Objectives

<u>Objective</u>	<u>Target Date</u>	<u>Status</u>
Thermal Imaging Camera Replacement	Q2	Complete – equipment in service
Traffic Signal Priority Control	Q3	Incomplete – equipment purchased, not installed
Fire Comm Infrastructure (New Customer)	Q2	Complete
MSA SCBA lease & buy-out	Q2	Complete
Live Fire Training Simulator	Q4	2016 Contribution to reserves complete
Strategic Planning Process	Ongoing	Committee work progressing
Succession Management Plan	Ongoing	Development training implemented

Key Indicators

23 Firefighters on average attended training exercises with an average participation rate of 82%. The year to date average is 22 Firefighters attending an average of 80% of training exercises.

The Average firefighter, year to date, has attended 69% of “Platoon” calls and 55% of “All Calls”.

Fire Suppression Division emergency calls to end of Q4 (261) was the same call volume as to the end of Q4 last year and 3% lower than the three year call volume average for the same period.

2016 Alarm Data (Year to Date)		
OFM Response Type	Total Incidents	Total Staff Hours
Property Fires/Explosions	12	331
Overpressure Rupture/Explosion (No Fire)	6	43
Pre Fire Conditions/ No Fire	27	181
False Fire Calls	80	452
Carbon Monoxide False Calls	45	208
Public Hazard	25	451
Rescue	32	112
Medical/Resuscitator Call	18	75
Other Response	17	113
YTD	261	1966

2016 Dollar Loss / Loss Prevention					
	Number of Property Fire Incidents	Estimated Property Value at Risk	Estimated Structure Fire Loss	Estimated Content Fire Loss	Property Fire Loss Prevented
Q1	5	\$2,861,000	\$10,000	\$177,500	\$2,683,500
Q2	2	\$116,000	\$4,000	\$500	\$111,500
Q3	2	\$1,808,000	\$16,000	\$1,000	\$1,791,000
Q4	3	\$2,882,250	\$2,500	\$8,000	\$2,871,750
TOTAL PROPERTY LOSS PREVENTED:					\$7,457,750

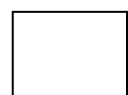
Year to Date Total Fire Loss (structure & contents): \$219,500

Fire Prevention Inspections

7 Inspections were completed
6 Closed, 1 remain in progress

Apparatus Utilization

Apparatus	2016 4th Quarter	2016 Year to Date	2015 4 th Quarter	2015 Year End
Car 1	9	63	22	91
Car 2	22	87	24	80
Pumper 1	18	109	19	74
Pumper 2	51	161	58	201
Rescue 3	27	94	24	60
Ladder 4	25	142	45	137
Squad 3	N/A	4	N/A	N/A



Public Education

Types	2016 4th Quarter	2016 Year to Date	2015 4th Quarter	2015 Year End
Station Tours	0	7	5	7
Presentations	7	27	8	29
Newspaper/Media	2	6	6	13
Charity Event	0	4	2	6

Fire Communication Report

Fire Communications Dispatched Incidents

(all customers, including Tillsonburg)

2016 4th Quarter	2016 Year to Date	2015 4th Quarter	2015 Year End
603	2328	473	1980

Non-Emergency Calls (Customer Service, Burn Activation Lines etc.)

(all customers, including Tillsonburg)

2016 3 rd Quarter	2016 Year to Date	2015 4th Quarter	2015 Year End
4194	15,085	3285	13,108

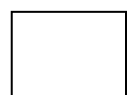
FINANCIAL IMPACT/FUNDING SOURCE

Fire & Rescue Service completed the year \$19,386 under budget. Net labour is \$80,926 over budget, mostly due to Fire Communicator training costs, accommodation needs, statutory holiday & banked time accruals and unfunded vacation accruals.

Police Services completed the year \$58,769 under budget. OPP contract is \$9,842 over budget. Grants Revenue is \$71,123 over budget due to unbudgeted revenue relating to 1000 Officers program.

2016 Q4 Financial Summary

Department	(under)/over
Fire & Rescue Services	\$(19,386)
OPP	\$(58,769)
Total variances (Q4)	\$(78,155)





Financial Plan Summary
Operating Plan - Cost Code Summary
Fire

	2016 Budget	2016 Actuals	Actual Variance	% Variance	Note Reference
Revenues					
User Charges	(290,400)	(306,413)	(16,013)	6%	1
Specified Revenue		(56,168)	(56,168)		2
Contribution from Reserves		(7,927)	(7,927)		3
Total Revenues	(290,400)	(370,508)	(80,108)		
Expenditures					
Labour	944,400	1,025,326	80,926	9%	4
Purchases	222,900	170,574	(52,326)	-23%	5
Contracted Services	70,400	48,154	(22,246)	-32%	6
Contribution to Reserves	0	56,168	56,168		2
Interfunctional Adjustments	141,600	139,800	(1,800)	-1%	
Total Expenditures	1,379,300	1,440,022	60,722		
Total Net Levy	1,088,900	1,069,514	(19,386)		

Notes

- 1 Additional dispatching revenue (\$20,800)
- 2 DC Reserves collected
- 3 Unfunded vacation accrual (\$7,900)
- 4 Unfunded vacation accrual (\$7,900), Overtime (\$36,300), FT Fire Comm (\$33,000,) PT Fire Comm (\$39,400), Firefighters under (\$30,600)
- 5 Supplies (\$28,900), Training (\$17,000), PPE Exp (\$8,300), Equipment Supplies & Repairs over (\$8,400)
- 6 Subcon Exp (\$20,100) - Fire suppression \$11,700 & Building Maint \$8,400

**2016 Capital Project Listing
Budget vs. YTD Actuals**



	Expenditures	Contribution to Reserves	Grants	Sale of Assets	Debentures	Reserves	DC Reserves	Donation	Miscellaneous	Taxation	YTD Actuals	Variance
Project Listing												
150 Fire												
142 Thermal Imaging Camera												
5425 Sp Proj Exp	24,000									24,000	22,556	(1,444)
Total 142 Thermal Imaging Camera	24,000									24,000	22,556	(1,444)
143 Fire Comm Infrastructure												
3820 Debt Proceeds					(37,500)					(37,500)	(63,050)	(25,550)
5425 Sp Proj Exp	37,500									37,500	63,050	25,550
Total 143 Fire Comm Infrastructure	37,500				(37,500)							
144 Traffic Signal Priority System												
3300 Misc Rev												
3905 Contr from DC Res							(15,000)			(15,000)		15,000
5425 Sp Proj Exp	15,000									15,000		(15,000)
Total 144 Traffic Signal Priority Syst	15,000						(15,000)					
149 Breathing Apparatus												
5425 Sp Proj Exp	22,500									22,500	20,355	(2,145)
Total 149 Breathing Apparatus	22,500									22,500	20,355	(2,145)
151 Live Fire Training Simulator												
3900 Contr from Res												
5425 Sp Proj Exp												
5950 Contrib to Res		14,000								14,000	14,000	
Total 151 Live Fire Training Simulatc		14,000								14,000	14,000	
Total Project Listing	99,000	14,000			(37,500)		(15,000)			60,500	56,911	(3,589)



Financial Plan Summary
Operating Plan - Cost Code Summary
Police

	2016 Budget	2016 Actuals	Actual Variance	% Variance	Note Reference
Revenues					
Grants	(37,800)	(108,923)	(71,123)	188%	1
User Charges	(316,000)	(329,322)	(13,322)	4%	2
Specified Revenue	-	(6)	(6)		
Contribution from Reserves	-	(1,852)	(1,852)		
Total Revenues	(353,800)	(440,103)	(86,303)		
Expenditures					
Labour	97,100	102,753	5,653	6%	3
Purchases	76,800	88,833	12,033	16%	4
Contracted Services	3,004,900	3,014,742	9,842	0%	
Contribution to Reserves	-	6	6		
Total Expenditures	3,178,800	3,206,334	27,534		
Total Net Levy	2,825,000	2,766,231	(58,769)		


Notes

- 1 Unbudgeted revenue relating to 1000 Officers program (\$70,000)
- 2 Miscellaneous Revenue: Police Service Board (\$4,200), Police Checks/ Prisoner Escorts/POA (\$8,900)
- 3 Unfunded vacation accrual (\$1,900),
- 4 Building Repairs & Maint (\$8,700), HLW (\$4,000)
- 5 Subcon Exp (\$8,700) - Wage recovery for Officers through Ride Grant

**2016 Capital Project Listing
Budget vs. YTD Actuals**



	Expenditures	Contribution to Reserves	Grants	Sale of Assets	Debentures	Reserves	DC Reserves	Donation	Miscellaneous	Taxation	YTD Actuals	Variance
Project Listing												
160 Police												
163 Roof Replacement												
3900 Contr from Res						(200,000)				(200,000)	(156,303)	43,697
5505 Subcon Exp	200,000									200,000	156,303	(43,697)
Total 163 Roof Replacement	200,000					(200,000)						
164 HVAC & boiler												
3900 Contr from Res						(60,000)				(60,000)	(51,440)	8,560
5505 Subcon Exp	60,000									60,000	51,440	(8,560)
Total 164 HVAC & boiler	60,000					(60,000)						
Total Project Listing	260,000					(260,000)						

	Report Title	Dedicated Provincial Gas Tax Funding – Public Transportation Program - Tillsonburg
	Report No.	CAO 17-02
	Author	David Calder
	Meeting Type	Council Meeting
	Council Date	March 13, 2017
	Attachments	<ul style="list-style-type: none"> • MINISTRY OF TRANSPORTATION – DEDICATED GAS TAX FUNDS FOR PUBLIC TRANSPORTATION PROGRAM – 2016/2017 GUIDELINES AND REQUIREMENT

RECOMMENDATION

THAT Council receive report CAO 17-02 Dedicated Provincial Gas Tax Funding – Public Transportation Program - Tillsonburg;

AND THAT the Town of Tillsonburg supports the T-GO Transit System and is committed to providing ongoing annual support to begin April, 2017 in the amount of \$22,500. (total eligible municipal contribution in 2017 of \$72,100)

AND THAT the Town of Tillsonburg agrees to receiving and being responsible for the Dedicated Gas Tax funds from the Province of Ontario for the T-GO Transit System.

AND THAT Council authorizes the CAO to complete all forms and supporting documentation for submission to the Ministry of Transportation to access the Dedicated Gas Tax Funds for a Public Transportation Program.

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. At its meeting of March 2, 2017, Council authorized making application to the Ministry of Transportation for the Extension of the Community Transportation Pilot Grant Program. It was also determined at that time that the

Town of Tillsonburg could also make application to the Ministry of Transportation for Dedicated Gas Tax Funds for a Public Transportation Program.

BACKGROUND

The purpose of the Provincial Gas Tax Program is to increase municipal transit ridership through the expansion of public transportation capital infrastructure and levels of service. The Town must use funding from the Dedicated Gas Tax for a Public Transportation Program for expenditures that support ridership growth and are incremental to spending on transit and not to replace or reduce their contributions to transit. Funds can be used for both capital and operating expenses.

CONSULTATION/COMMUNICATION

The Community Transportation Pilot Grant Program Steering Committee has expressed its interest in applying for the Dedicated Gas Tax Funds for a Public Transportation Program. At its meeting of September 26, 2016 the Committee requested Council research the Guidelines and Requirements of Dedicated Gas Tax Funding and Council directed staff to report regarding Provincial Funding for a Public Transportation System. On November 28, 2016 staff reported to Council and referred the report to the 2017 budget deliberations. Subsequently, Council approved an amount of \$50,000 to be included in the budget in anticipation of a possible application to access Dedicated Gas Tax Funds for a Public Transportation Program.

COMMUNITY STRATEGIC PLAN IMPACT

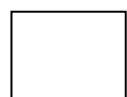
As noted in the Community Strategic Plan (CSP), the Community Transportation Program would meet the CSP's action items of exploring alternative transportation options and implement and market a transportation program.

FINANCIAL IMPACT/FUNDING SOURCE

Annual Gas Tax allocations are based on a formula of 70% ridership and 30% population. Should Council approve applying for Dedicated Gas Tax funds and since this would be the Town's first year applying the Town's allocation will be based on a combination of population, T-Go ridership data and the Town's budget commitment. If successful in applying for the Extended Community Transportation Pilot Grant, these funds cannot be used as the Town's contribution towards the Dedicated Gas Tax.

It should be noted that staff have consulted with the MTO and have determined that an application for Dedicated Gas Tax Funds can also be applied for in conjunction with receiving the Extended Community Transportation Pilot Grant.

Based on the funds available in the 2017 Council approved municipal budget and the operating budget as presented by T-GO during the budget deliberations and the request to apply for the Extended Community Transportation Pilot Grant, an application in the amount of \$54,075, if approved by Council would be made to the Ministry of Transportation under the Dedicated Gas



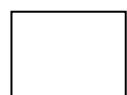
CAO

Tax Funds for a Public Transportation Program. This funding level recognizes a funding allocation by the Town of Tillsonburg in the amount of \$22,500 (\$50,000 currently in reserve).

The following is the breakdown of funding required to operate a transit system based on the T-GO annual budget of \$187,938.

\$ RIDE FEES		19,600
TOWN OF TILLSONBURG		22,500
MTO GRANT		50,000
MTO GASOLINE TAX REFUND		54,075
COMMUNITY LIVING TILLSONBURG / GILVESEY FOUNDATION		20,000
PARTNERS / DONATIONS / CHURCHES		10,000
EMPLOYMENT ONTARIO		11,856
		<hr/>
Total Revenues	(T-GO Budget 187,938)	188,031
Eligible as "Municipality's contribution"		72,100
Gas Tax allocation		54,075

It should be noted that the \$50,000 MTO funding is for the Community Transportation Pilot Project Extension and is not likely to reoccur in future years. As a result, the "municipality's contribution" may need to be adjusted in future years. As well, although the Town, through the budget process, allocated \$50,000 for transit, accessing the Dedicated Gas Tax funds in 2017 requires a contribution of \$22,500 rather than the full \$50,000 in 2017. If Council approves the application, the remaining \$27,500 would remain in reserves.





MINISTRY OF TRANSPORTATION

**Dedicated Gas Tax Funds For
Public Transportation Program**

2016/2017 Guidelines and Requirements

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DEDICATED GAS TAX FUNDS FOR PUBLIC TRANSPORTATION PROGRAM

2016/2017 GUIDELINES & REQUIREMENTS

1. DEFINITIONS

When used in these guidelines and requirements, the words set out below that import the singular include the plural and vice versa:

“baseline spending” means a municipality’s spending level, which equals the average municipal own spending on public transportation for the years 2001 to 2003 and includes a rate of 2% per year for inflation. For new transit systems that were not operational from 2001 to 2003, the baseline will be determined at the Ministry’s discretion until the municipality has three years of operation, whereby the first three years of municipal spending will be averaged and a rate of 2% per year for inflation will be applied.

“Canadian Content Policy” means the Canadian Content for Transit Vehicle Procurement Policy, attached to these guidelines and requirements as Appendix B: Canadian Content Policy, which the Ministry may amend from time to time.

“dedicated gas tax funds” means the money provided by the Ministry to a municipality to be used strictly towards eligible expenditures that are reasonable, in the opinion of the Ministry, and related directly to the provision of public transportation services, and “dedicated gas tax funding” has the same meaning.

“dedicated gas tax funds reserve account” means an interest bearing account set up by a municipality, under its name and in a Canadian financial institution, where dedicated gas tax funds are deposited and tracked separately from any other funds.

“DFPTA” means the *Dedicated Funding for Public Transportation Act, 2013*, S.O. 2013, c. 2, Sched. 3.

“eligible expenditures” means expenditures made by a municipality in direct support of public transportation operating or capital, or both, costs in accordance with Article 3 of these guidelines and requirements.

“guidelines and requirements” means these guidelines and requirements entitled “Dedicated Gas Tax Funds for Public Transportation Program – 2016/2017 Guidelines and Requirements”, including Appendices A, B and C to these guidelines and requirements, which the Ministry may amend from time to time.

“host municipality” means a host municipality as described in Section 4.2.

“indemnified parties” means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees and employees.

“letter of agreement” means an agreement entered into between the Ministry and a municipality, including a host municipality, that sets out the terms and conditions under which the Ministry agrees to provide dedicated gas tax funds to the municipality, including those under these guidelines and requirements, and any amendments to the letter of agreement.

“losses” means any and all liability, loss, costs, damages or expenses (including legal, expert and consultant fees).

“major refurbishment” means: (a) for a subway car, light rail car, streetcar or trolley bus, the refurbishment where the life cycle is extended for a minimum of six years beyond the designed life cycle set out by the manufacturer; and (b) for a bus thirty feet in length or over, the refurbishment where, when the bus reaches a minimum age of nine years, the life cycle of the bus is extended for a minimum of six years.

“Ministry” and “Minister”, respectively, means the Ministry of Transportation, which is responsible for the administration of the Program and the Minister responsible for the Ministry.

“municipal own spending on public transportation” means the funds, including those received from total operating revenue and local public donations, that a municipality contributes towards public transportation expenditures, including funds it contributes for operating and capital expenditures.

“personnel” includes the advisors, appointees, directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors of a municipality.

“proceeding” means any and all causes of action, actions, claims, demands, lawsuits or other proceedings.

“Program” means the Dedicated Gas Tax Funds for Public Transportation Program set up by the Ministry to provide municipalities with dedicated gas tax funds subject to, and in accordance with, these guidelines and requirements.

“PRESTO” means the fare payment system for which Metrolinx is responsible.

“public transportation” means any service for which a fare is charged for transporting the public by vehicles operated by or on behalf of a municipality or local board as defined in the *Municipal Affairs Act*, R.S.O. 1990, c. M. 46, as amended, or under an agreement between a municipality or local board, and a person, firm or corporation, and includes special transportation facilities for transporting persons with disabilities but does not include transportation by special purpose facilities, such as school buses or ambulances.

“public transportation vehicle” refers to a streetcar, bus, subway car, light rail car, specialized vehicles for transporting persons with disabilities or trolley bus used for public transportation.

“reporting forms” means the following forms attached as Appendix A (Reporting Forms) to these guidelines and requirements: 1) Dedicated Gas Tax Funds for Public Transportation

2016 Reporting Form (i.e. form MT-O-16); 2) Dedicated Gas Tax Program – 2016 Conventional Transit Reporting Form (i.e. form MT-O-17); and 3) Dedicated Gas Tax Program – 2016 Specialized Transit Reporting Form (i.e., form MT-O-18).

“subcontractor” means any contractor of a municipality or any of its subcontractors at any tier of subcontracting.

2. INTRODUCTION

The Province has a vision for a stronger Ontario built around strong communities, a vibrant economy and healthier, more liveable cities with increased access to public transportation, reduced commute times and cleaner air for all Ontarians. By providing a portion of the gas tax for public transportation, the Province assists municipalities to become more self-sustaining in that regard.

As of October 2004, the Province provided 1 cent/litre of gas tax funds to Ontario municipalities, increasing as of October 2005 to 1.5 cents/litre, and, since October 2006, has consistently provided 2 cents/litre annually.

As of 2013 and pursuant to the *Dedicated Funding for Public Transportation Act, 2013*, S.O. 2013, c. 2, Sched. 3 (“DFPTA”), a portion of the provincial gasoline tax revenue is dedicated to the provision of grants to municipalities for public transportation, including those pursuant to the Program. The portion of the gas tax that is dedicated in each fiscal year is an amount determined using a formula set out in the DFPTA.

Except for the interim six-month program to bridge the gap between the end of the 2012/13 Program year and the beginning of the 2014/15 Program year, prior to the passage of the DFPTA and for the first nine years, the Program has run from October to September. Starting with the 2014/15 Program year, the Program runs from April to March, with municipal allocations being available in late September at the earliest.

The 2016/17 Program runs from April 1, 2016 to March 31, 2017. The new allocation of funding for the Program for 99 public transit systems representing 134 municipalities will amount to approximately \$334.5 million.

The Program is an important element of the ongoing relationship between the Province and Ontario municipalities. Municipalities receiving dedicated gas tax funds must meet the requirements set out in these guidelines and requirements.

3. GENERAL ELIGIBILITY REQUIREMENTS AND CONDITIONS

The purpose of the Program is to provide dedicated gas tax funds to Ontario municipalities to ensure that local public transportation services continue, and to increase overall ridership through the expansion of public transportation capital infrastructure and levels of service. To

be eligible to receive dedicated gas tax funds, a municipality must contribute financially towards its public transportation services.

For 2016/17 and unless otherwise approved in writing by the Ministry, only municipalities that have submitted their 2015 annual data survey to the Canadian Urban Transit Association (CUTA), and their 2015 Gas Tax reporting forms to the Ministry, will be eligible to receive dedicated gas tax funds.

Subject to the provision of a municipal by-law indicating its intent to provide public transportation services, a municipality that is not currently providing public transportation services, but decides to begin providing such services, may be eligible for funding. Notification, prior to October 3, 2016, of the municipality's intent to provide public transportation services and specific commitment to annually fund such public transportation services is required. After the new public transportation services have been implemented and at the Ministry's sole discretion, dedicated gas tax funding may then be available.

A municipality receiving dedicated gas tax funds must ensure that all funds received and any related interest are used exclusively towards eligible expenditures, and, unless otherwise approved in writing by the Ministry, disbursement of dedicated gas tax funds and any related interest must be net of any rebate, credit or refund, for which the municipality has received, will receive, or is eligible to receive.

All public transportation services and public transportation vehicles must be fully accessible in accordance with the requirements set out under the following statutes and regulations, as may be amended from time to time: the *Accessibility for Ontarians with Disabilities Act, 2005*, S.O. 2005, c. 11 and the *Integrated Accessibility Standards*, O. Reg. 191/11 made under that Act; the *Highway Traffic Act*, R.S.O. 1990, c. H.8 and the *Accessible Vehicles*, R.R.O. 1990, Reg. 629 made under that Act; and the *Public Vehicles Act*, R.S.O. 1990, c. P. 54. In addition to the above, the acquisition of public transportation vehicles must comply with the Canadian Content Policy requirements.

Unless the Ministry otherwise approves in writing, in 2016/17, gas tax revenues and any related interest can only be used to support municipal public transportation expenditures above a municipality's baseline spending and not to reduce or replace current levels of municipal public transportation funding. External audit and financial reporting costs are not eligible expenditures to which dedicated gas tax funding can be applied or the Ministry may reimburse.

(a) Requirements for All Dedicated Gas Tax Funds Received in 2016/17 and Beyond

- Dedicated gas tax funds and any related interest must be spent on:
 - Public transportation capital expenditures that promote increased transit ridership, and are above a municipality's baseline spending;
 - Public transportation operating expenditures that are above a municipality's baseline spending;
 - Capital expenditures for the replacement of any public transportation vehicles

- that are above a municipality’s baseline spending;
 - Capital expenditures that provide improvements to public transportation security and passenger safety, and are above a municipality’s baseline spending; or
 - Major refurbishment on any fully accessible, or to be made fully accessible, public transportation vehicle, with the exception of specialized vehicles used for the transportation of persons with disabilities, and are above a municipality’s baseline spending.
- For municipalities that provide only specialized transit for persons with disabilities, dedicated gas tax funds can be spent on public transit initiatives that may not initially result in ridership growth but will provide increased accessibility.

(b) Additional Requirements for the following Municipalities: Regions of Durham and York, the Cities of Brampton, Burlington, Hamilton, Mississauga, Ottawa and Toronto, and the Town of Oakville.

Prior to the release of any dedicated gas tax funds, the municipalities listed under (b) above will, in addition to any other requirements in this Article 3, be required to:

- Participate in PRESTO and, as participants, will be required to meet their financial obligations for that system.

(c) Additional Requirements for GTA Municipalities: Regions of Durham, Halton, Peel and York, and Cities of Hamilton and Toronto.

Prior to the release of any dedicated gas tax funds, the municipalities listed under (c) above will, in addition to any other requirements in this Article 3, be required to:

- Demonstrate that they have met their responsibility for the payment of the growth and expansion capital costs of Metrolinx pursuant to the *Amendment to Greater Toronto Services Board By-law No. 40*, O. Reg. 446/04, made under the *Metrolinx Act, 2006*, S.O. 2006, c. 16, as amended.

The eligibility requirements for dedicated gas tax funds will be determined in accordance with these guidelines and requirements. The eligibility for any dedicated gas tax funds is at the sole discretion of the Ministry. Where a municipality relies on receiving dedicated gas tax funds for expenditure, a municipality should consider consulting with Ministry staff when in doubt as to whether it’s proposed expenditure is an eligible expenditure prior to making or committing to make such an expenditure.

4. GENERAL PROGRAM ALLOCATION METHODOLOGY AND PAYMENT PROCESS

4.1 General Program Allocation Methodologies

Based on consultation with municipalities, public transportation operators and stakeholders, the Province recognizes the varying needs of public transportation in Ontario municipalities, including those related to large established public transportation systems and communities with different growth rates and levels of public transportation service. Consistent with the above, the Province has established an allocation formula based on a combination of ridership and population. This formula balances the needs of large established public transportation systems, the growth needs of rapidly growing municipalities, and the needs of smaller municipalities that provide public transportation services.

The Province is implementing an allocation based on 70% transit ridership and 30% municipal population. Fully implemented, 70% of \$334.5 million (up to \$234.16 million) may be distributed to municipalities on the basis of their public transportation ridership levels. Thirty percent (30%) of \$334.5 million (up to \$100.35 million) may be distributed on the basis of population levels. Public transportation ridership will include the totals of both conventional and specialized public transportation services.

Both ridership and population figures are updated and revised annually for use in the calculation of dedicated gas tax funds.

CUTA annually collects and reproduces, on behalf of the Ministry, transit ridership data in its Ontario Urban Transit Fact Book and its Ontario Specialized Transit Services Fact Book (the "CUTA Fact Books"). The Ministry used the 2015 ridership data from the 2015 CUTA Fact Books for the above calculation. Where a municipality's ridership data have not been collected nor reproduced in the 2015 CUTA Fact Books, the Ministry used the 2015 transit ridership data received from the municipality.

The 2016/17 gas tax allocations were calculated using 2015 population estimates derived from the 2011 census data.

Dedicated gas tax funds provided to each municipality in 2016/17 are not to exceed, based on the 2015 municipal public transportation spending data set out in the CUTA Fact Books, 75% of municipal own spending on public transportation. The Ministry may re-allocate, in support of increasing public transportation ridership, any amounts of moneys dedicated for but that remains undistributed through the Program.

The Ministry may undertake an annual review of the dedicated gas tax allocation methodology and eligibility requirements to ensure these funds support the desired outcome of increased public transportation ridership. Municipal public transportation spending will be reviewed on an annual basis to determine if the limits of the dedicated gas tax funds need to be applied where the gas tax allocation may exceed 75% of municipal own spending on public transportation.

4.2 Payment Process

The Minister will advise each municipality that provides public transportation services of the amount of dedicated gas tax funds it is eligible to receive. The Minister will send a letter of agreement to each of these municipalities. The letter of agreement will set out the terms and

conditions upon which the dedicated gas tax funds will be released to the municipality, and by which the municipality will have to agree to be bound.

The Ministry may, on a quarterly basis (or other basis, as the Ministry may decide from time to time), make payments of dedicated gas tax funds only after receipt of the following documents: i) the letter of agreement, provided by the Ministry to the municipality, signed in accordance with the by-law(s) and, if applicable, the resolution(s) described below; and ii) a certified copy of the by-law(s) and, if applicable, any resolution(s) authorizing the letter of agreement and naming municipal signing officers for the letter of agreement.

In addition, the Ministry may withhold payment of dedicated gas tax funds until the reporting requirements under Section 8.4 are met.

Any amount of dedicated gas tax funds provided to the municipality under the Program will be subject to the remedies set out under Article 7.

Any dedicated gas tax funds the Ministry provides to a municipality and any related interest, including those kept by the municipality in a dedicated gas tax funds reserve account, will have to be used by the municipality exclusively towards public transportation services and in accordance with the requirements set out in these guidelines and requirements including, without limitation, those related to eligibility and related conditions, acquisition, disposition, accountability, records, audit, reporting, liability, and indemnity requirements.

If a municipality agrees to provide public transportation services (a “host municipality”) for another municipality, the Ministry, at its sole discretion, may only provide the host municipality with dedicated gas tax funds. Prior to the Ministry making any payment of dedicated gas tax funds to the host municipality, the host municipality and the municipality on whose behalf the host municipality is providing transportation services will be required to provide the Ministry with certified copies of their respective by-laws designating the host municipality as a public transportation service provider for the municipality or authorizing the host municipality to provide public transportation services to the municipality. The host municipality will be required to enter into a dedicated gas tax funds letter of agreement with the Ministry and be in compliance with the terms and conditions set out in these guidelines and requirements.

5. DEDICATED GAS TAX FUNDS RESERVE ACCOUNT AND INTEREST

5.1 Dedicated Gas Tax Funds Reserve Account

Dedicated gas tax funds must be used only towards public transportation service eligible expenditures. If the Ministry provides dedicated gas tax funds to a municipality before the municipality’s immediate need for the funds, the municipality will be required to keep the funds, and all interest earned on such funds, in a dedicated gas tax funds reserve account. Dedicated gas tax funds received, and any related interest earned on such funds, must be reported annually, using the reporting forms, on a cash basis.

5.2 Interest

Interest must accrue on funds carried over the course of the Program reporting period in a dedicated gas tax funds reserve account. A municipality must calculate interest on its average annual balance of funds. The interest must also be reported annually, using the reporting forms, and can only be applied towards eligible expenditures.

6. ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

If a municipality acquires goods, including supplies, materials, vehicles, equipment or services, or both, with dedicated gas tax funds, it must do so through a process that promotes the best value (with due regard for economy, efficiency and effectiveness) for the dedicated gas tax funds it spends.

The municipality must report, in writing, to the Ministry any funds accrued from the sale, lease or disposal of assets purchased with dedicated gas tax funds, and return such funds to a dedicated gas tax funds reserve account (see Article 5), with the exception that funds accrued from the sale, lease or disposal of transit buses beyond their useful economic life (12 years for conventional and 5 years for specialized), will not be required to be returned to a dedicated reserve account.

7. ADJUSTMENT, WITHHOLDING AND REPAYMENT OF DEDICATED GAS TAX FUNDS AND OTHER REMEDIES

If, in the opinion of the Ministry, a municipality: i) fails to comply with any term, condition or obligation set out in a letter of agreement, including these guidelines and requirements; ii) uses any of the dedicated gas tax funds or any related interest for a purpose not authorized without the prior written consent of the Ministry; iii) provides erroneous or misleading information; iv) fails to provide information, including requested audit information and required reports, to the Ministry for any reason whatsoever; or v) is unable to provide or acquire or has discontinued the provision or acquisition of any service or asset for which dedicated gas tax funds have been provided, or it is not reasonable for the municipality to continue to provide or acquire any service or asset for which such funds have been provided (“event of default”), the Ministry may, unless the Ministry provides the municipality with written notice of an opportunity to correct the event of default, take one or more of the following actions: i) immediately terminate the letter of agreement; ii) suspend dedicated gas tax funding for such period as the Ministry determines appropriate; iii) reduce the amount of any dedicated gas tax funds; and iv) initiate any action the Ministry considers necessary to ensure the successful provision or acquisition by the municipality of any service or asset provided or acquired with dedicated gas tax funds in accordance with the terms of the letter of agreement.

Where the Ministry gives the municipality an opportunity to correct an event of default by giving it notice of the particulars of the event of default and the date by which the municipality is required to remedy it, and: i) the municipality does not remedy the event of default by the

date specified in the notice; ii) it becomes apparent to the Ministry that the municipality cannot completely remedy the event of default by the date specified in the notice; or iii) the municipality is not taking the steps to remedy the event of default in a way that is satisfactory to the Ministry, the Ministry may initiate any of the remedies for event of default available to it under this Article.

Upon termination of the letter of agreement pursuant to this Article, the Ministry may take one or more of the following actions: i) cancel all further dedicated gas tax payments; ii) demand the repayment of any dedicated gas tax funds remaining in the possession or under control of the municipality; and, iii) demand the repayment of an amount equal to any dedicated gas tax funds or any related interest that the municipality used for purposes not agreed upon by the Ministry. In regards to paragraph iii) above, the Minister may not demand repayment of an aggregate amount greater than the dedicated gas tax funds that were received by the municipality.

Upon the Minister providing a municipality a written demand for repayment of dedicated gas tax funds or any related interest, or both, the amount of the demand shall constitute a debt due to the Crown of the Province of Ontario and may be recovered as such under applicable law, including, without limitation, the *Financial Administration Act*, R.S.O. 1990, c. F.12, as amended, ("FAA"). In addition to any remedy the Crown may have under the FAA, the Ministry may decide to withhold or adjust the amount of any current or future dedicated gas tax funding, or any other funding program, that may be provided to the municipality in an amount equal to such debt or have the amount of such debt deducted from financial assistance payable on any other project(s) of the municipality under any other initiative in which the Ministry is involved (either current or future).

If a municipality: i) has failed to comply (a "failure") with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies; ii) has been provided with notice of such failure in accordance with the requirements of such agreement; iii) has, if applicable, failed to rectify such failure in accordance with the requirements of such other agreement; and iv) such failure is continuing, the Ministry may suspend the payment of dedicated gas tax funds for such period as the Ministry determines appropriate.

If a municipality fails to comply with any term of a letter of agreement, including these guidelines and requirements, the municipality could only rely on a waiver of the Ministry if the waiver was in writing. A waiver must refer to the specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

Any decision made by the Minister regarding funding under the Program is final.

8. ACCOUNTABILITY, RECORDS, AUDIT AND REPORTING REQUIREMENTS

8.1 Accountability

A municipality receiving dedicated gas tax funds must use such funds, and any interest earned

on such funds, exclusively towards public transportation service eligible expenditures and in accordance with these guidelines and requirements. The municipality will not be allowed to use dedicated gas tax funds and related interest to offset other municipal expenditures.

The municipality will also be required to provide such further assurances as the Ministry may request from time to time with respect to any matter to which a letter of agreement, including these guidelines and requirements, pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of these documents to their full extent.

8.2 Records

A municipality receiving dedicated gas tax funds must keep and maintain separate records and documentation related to any dedicated gas tax funds and any related interest, including invoices and any other financially-related documents relating to the provision or acquisition of public transportation services for which dedicated gas tax funds and any related interest have been used. The records and documentation must be kept and maintained in accordance with generally accepted accounting principles. Records containing confidential information must be kept in accordance with all applicable legislation. No provision of these guidelines and requirements shall be construed so as to give the Ministry any control whatsoever over the municipality's records.

8.3 Audit

A municipality receiving dedicated gas tax funds may be subject to audit. The Ministry may, at its sole discretion, audit or have audited by any third party, any records and documentation of the municipality related to any public transportation services provided or acquired with dedicated gas tax funds or any related interest, and such funds. Such audit may require the Ministry, at the municipality's expense (except as provided in the Canadian Content Policy), to retain external auditors. In addition, the Auditor General may, pursuant to the *Auditor General Act*, R.S.O. 1990, c. A. 35, as amended, audit the accounts and records of the municipality relating to any expenditure of dedicated gas tax funds.

To assist in respect of the rights set out above, a municipality will be required to disclose any information requested by the Ministry, its authorized representatives or an independent auditor identified by the Ministry, and will do so in the form requested by the Ministry, its authorized representatives or an independent auditor.

In addition to any adjustments the Ministry may make to dedicated gas tax funding under these guidelines and requirements, the Ministry may, upon recommendation in an audit report, adjust future dedicated gas tax fund payments or other payments the Province may make to the municipality under any other program.

8.4 Reporting

Accuracy in the calculation and reporting of municipal transit ridership and dedicated gas tax funds and any related interest is paramount. When calculating ridership, municipalities must

use one of the acceptable best practices identified in the 2008 Ontario Ridership Data Collection Review Report, published jointly by CUTA and iTrans Consultants (retained by CUTA).

A municipality will be accountable to use dedicated gas tax funds and any related interest towards public transportation expenditures that meet the Program eligibility requirements. Each municipality will be required to report on how dedicated gas tax funds and any related interest are spent on an annual basis, including the provision of its Canadian Content Policy declaration form(s), in accordance with the Canadian Content Policy, for any public transportation vehicle funded with dedicated gas tax funds.

For the purpose of the above reporting, municipalities will be required to use the reporting forms that have been developed in consultation with municipal public transportation stakeholders, and submit these reporting forms to the Ministry prior to February 28, 2017.

9. COMMUNICATIONS

Unless the Ministry otherwise approves in writing, a municipality receiving dedicated gas tax funds will be required to acknowledge the support of the Ministry in a form and manner as directed by the Ministry.

A municipality will be required to give a minimum of thirty (30) days written notice to the Ministry regarding any planned local dedicated gas tax funding communication or recognition event, or both. The municipality will also be required to provide the Ministry with detailed information regarding such communication or event, or both.

The Ministry and a municipality receiving dedicated gas tax funds will, at all times, remain independent of each other and will not represent themselves to be the agent, joint venturer, partner or employee of the other. Neither the municipality nor the Ministry will be allowed to make representations or take actions that could establish or imply any apparent relationship of agency, joint venture, partnership or employment. In addition, neither the municipality nor the Ministry will be bound in any manner whatsoever by any agreements, warranties or representations made by any of them to any other person or entity, with respect to any other action of the other.

If the municipality publishes any material of any kind, written or oral, relating to public transportation services provided or acquired with dedicated gas tax funds, the municipality will indicate in the material that the views expressed in the material are the views of the municipality and do not necessarily reflect those of the Ministry.

A municipality receiving gas tax funding must comply with the requirements for the installation and maintenance of visual identity signage set out in Appendix C.

10. CONFLICT OF INTEREST

A municipality and its contractors and any of their respective personnel must use dedicated gas tax funds and provide and acquire services and assets with such funds without an actual, potential or perceived conflict of interest.

A conflict of interest includes any circumstances where a municipality or any person with the capacity to influence the municipality's decisions has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the municipality's objective, unbiased and impartial judgment relating to the provision or acquisition of services or assets provided or acquired with dedicated gas tax funds or the use of such funds, or both.

A municipality will disclose to the Ministry, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest, and comply with any terms and conditions that the Ministry may prescribe as a result of the disclosure.

11. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

All applications submitted to the Ministry are subject to the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F. 31, as amended ("FOIPPA"). The FOIPPA provides every person with a right of access to information in the custody or under the control of the Ministry, subject to a limited set of exemptions.

Municipalities are advised that the names of municipalities receiving dedicated gas tax funds, the amount of funds provided, and the purpose for which dedicated gas tax funds are provided, is information the Ministry makes available to the public.

12. LIABILITIES AND INDEMNITIES

A municipality receiving dedicated gas tax funds must agree that it is responsible for anything that may arise, directly or indirectly, in connection with the Program, including, without limitation, the provision and acquisition of services and assets with dedicated gas tax funds. The Ministry's involvement under the Program is for the sole purpose of, and is limited to, the provision of dedicated gas tax funds.

Furthermore, a municipality receiving dedicated gas tax funds must agree to indemnify and hold harmless the indemnified parties from and against any and all losses or proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of, or in connection with anything done or omitted to be done by the municipality or any municipality on behalf of which the municipality receives dedicated gas tax funds, or any of their respective personnel, the Program or the letter of agreement, unless the loss or proceed is solely caused by the negligence or willful misconduct of the indemnified parties.

In the event of any proceeding against any indemnified parties and any negotiations for its settlement, a municipality will, at its expense and to the extent requested by the Ministry, participate in or conduct the defence of the proceeding and negotiations. The Ministry may elect to participate in or conduct the defence of any proceeding by providing notice to the

municipality of such election without prejudice to any other rights or remedies of the Ministry under the letter of agreement, at law or in equity. Each of the municipality and the Ministry participating in the defence will do so by actively participating with the other's counsel. The municipality will not enter into a settlement of any proceeding against any indemnified parties unless the municipality has obtained the prior written approval of the Ministry. If the municipality is requested by the Ministry to participate in or conduct the defence of any proceeding, the Ministry will co-operate with and assist the municipality to the fullest extent possible in the proceeding and any related settlement negotiations. If the Ministry conducts the defence of any proceedings, the municipality will co-operate with and assist the Ministry to the fullest extent possible in the proceedings and any related settlement negotiations.

A municipality receiving dedicated gas tax funds is responsible for its own insurance and must carry, at its own costs and expense, and require the same from its subcontractors and any municipality on behalf of which it receives dedicated gas tax funds, all the necessary and appropriate insurance that a prudent municipality in similar circumstances would maintain in order to protect itself and the Ministry and support the indemnification, as set out above, provided to the Ministry. For greater certainty, the municipality is not covered by the Province of Ontario's insurance program and no protection will be afforded to the municipality by the Government of Ontario for any losses or proceedings that may arise out of the Program or letter of agreement.

For greater certainty, the rights and remedies of the Ministry under a letter of agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

13. COMPLIANCE WITH THE LAW

A municipality receiving dedicated gas tax funds must comply with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws applicable to any aspect of the services or assets provided or acquired with the dedicated gas tax funds.

For greater clarity, by receiving dedicated gas tax funds, a municipality may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Public Sector Salary Disclosure Act, 1996*, S.O. 1996, c. 1, Sched. A and the *Auditor General Act*, R.S.O. 1990, c. A.35.

14. WHERE TO APPLY AND REQUEST OR PROVIDE INFORMATION

Any questions regarding the Program are to be directed to the Ministry Division Services and Program Management Office at (416) 585-7129.

All forms, agreements and supporting documentation must be forwarded to the following address:

**Ministry of Transportation
Division Services and Program Management Office
27th Floor, Suite #2702
777 Bay Street
Toronto, ON
M7A 2J8**

APPENDIX A: REPORTING FORMS

APPENDIX B: CANADIAN CONTENT POLICY

APPENDIX C: VISUAL IDENTITY SIGNAGE REQUIREMENTS

1. Purpose of Schedule

This Appendix describes the municipality’s responsibilities and obligations involved in installing and maintaining visual identity signage under the Program.


2. Visual Identity Signage

The municipality will install and maintain the exterior and interior visual identity signage on transit vehicles for which dedicated gas tax funds were provided. This is to include replacement buses that have been supported through the Program.

External visual identity signage must be located immediately to the left of the front passenger entrance doors of the vehicle. Internal visual identity signage should be placed on an interior wall in a location and height that will be convenient for passengers to read.

Recognition stickers approximate size — 10” x 3.4”. Sample image found below is not to scale.



	Report Title	Highway 3 Business Park - Sole Sourcing (Professional Services)
	Report No.	DCS 17-09
	Author	Cephas Panschow
	Meeting Type	Council Meeting
	Council Date	MARCH 13, 2017
	Attachments	Proposal from Stantec

RECOMMENDATION

THAT Council receive Report DCS 17-09 Highway 3 Business Park – Sole Sourcing (Professional Services);

AND THAT staff be authorized to sole source professional engineering services from Stantec for the design, tender and project management of the Highway 3/Clearview Drive intersection project.

EXECUTIVE SUMMARY

The purpose of this report is to seek Council approval to retain the services of Stantec to complete the Highway 3 Business Park and Clearview Drive intersection improvements. Works included in this project are:

- Detailed design of Highway 3/Clearview Drive intersection to include a left turn lane and a right turn taper for the proposed Clearview Drive South extension;
- Extension of utilities across Highway 3;
- Supporting topographical, environmental and geotechnical (borehole) investigations;
- Class Environmental Assessment for Provincial Transportation Facilities, etc.

BACKGROUND

In June 2015, the Town was advised by the Ontario Ministry of Transportation that the consultant for the final design of the Highway 3 intersection was required be certified under their Registry, Appraisal and Qualification System (RAQS). In order to meet the requirement for a RAQS approved consultant, staff released a Request for Proposal (RFP) on March 30, 2016 with a response deadline of May 31, 2016. However, despite providing the RFP to the complete list of RAQS approved consultants in the Province of Ontario, the Town did not receive any proposals by the deadline. This left the Town in the unfortunate position of not being able to move forward due to the lack of a suitably qualified consultant.

Subsequent to this, staff worked with the Town’s existing engineering consultant, CJDL Engineering, to find a RAQS certified consultant. In this regard, Stantec has been identified as a firm that has extensive experience working for the Ministry of Transportation and their projects in the area.

The Town has received a proposal from Stantec for the work and staff is recommending that they be awarded the work on a sole source basis as an exception under the Town's Purchasing Policy. Section 6.0 of the Policy states:

- b) The Tendering, RFP or purchasing process may not be required where the Goods or Services are proprietary to one vendor, where there is only one supplier that can meet the Town's needs within a reasonable distance of where the cost of changing suppliers for a product or service already in place is deemed to be exorbitant by the CAO. Upon written staff recommendations, Council shall, in its sole discretion, determine whether a Bid, RFP or purchasing process may be foregone for these reasons. Such exemption must be granted by resolution.

Staff believe that best efforts have been made to obtain proposals through a formal Request for Proposals process and that, based on the lack of response to the RFP process, it is both desirable and necessary to sole source these professional services.

In addition to this, there is a desire to increase the Town's supply of industrial land in order to continue to attract new investment to the community. Obtaining approvals and completing the intersection upgrades is critical to opening the Highway 3 business park and enabling investment.

COMMUNITY STRATEGIC PLAN

Supporting the recommendation is consistent with the Town's Community Strategic Plan as it will enable increased potential to diversify the local economy:

Section	Action Item	Comment
2.1	Support new and existing businesses and provide a variety of employment opportunities	The Community Strategic Plan identified the opportunity to continue to diversify the Town's economy, and while opening a new industrial park will not accomplish this directly, it will do so indirectly by offering increased sites for potential investments.

CONSULTATION/COMMUNICATION

The public has not been directly consulted on this report; however, property owners in the area will be contacted directly via mail as part of the Environmental Assessment process for the project. In addition to this, the Highway 3 Business Park has been a regular item on Council's agenda over the past few years with accompanying discussions. The Town's Development Committee has also discussed the supply of shovel ready industrial lands on a number of occasions and is strongly supportive of moving forward with this project.

The Ontario Ministry of Transportation has been consulted on the project in general as well as specifically for the proposal developed by Stantec.

FINANCIAL IMPACT/FUNDING SOURCE

Stantec's proposal for the works is estimated as follows:

Description of Works	Cost
MTO Class Environmental Assessment	\$20,522.50
Geotech/Pavement Design	\$17,745.00
Highway Design and Survey	\$30,102.50
Meeting and Submissions	\$18,470.00
TOTAL	\$86,840.00*

*These fees do not include HST, MTO permit fees, electrical work (if required), etc.

The 2017 Approved Capital Budget contains \$550,000 in funding for this project and costs for professional engineering services is included in this amount.

To:	Cephas Panschow Development Commissioner City of Tillsonburg	From:	Isaac Bartlett London ON Office
File:	165081001	Date:	February 7, 2017

Reference: Engineering Design Consulting Services for the Highway 3 / Clearview Drive Intersection – Work Plan and Fee for completion of Detail Design and Tender Preparation, Encroachment Permit, and MTO Class EA

The following work plan and fee estimate has been developed in response to the scope of work outlined in the RFP 2016-001, email dated November 14, 2016, for the detail design and tender preparation for the addition of the new connection of Clearview Drive to Highway 3.

MTO encroachment permit requirements are outlined in the *Ministry of Transportation West Region Design & Construction Guidelines for Development Driven Highway Improvement Projects*, and include the need for topographical survey, MTO Class EA, Pavement/Geotech investigation and design, utility coordination, roadside safety review, and contract package (MTO format).

HIGHWAY ENGINEERING / PROJECT MANAGEMENT

The following is an overview of Stantec's understanding of the design efforts necessary for the MTO to sign off on the encroachment permits required for this project. This scope generally includes:

- Widening of Highway 3 to include a left turn lane and right turn taper for the new Clearview Drive south connection to Highway 3 to match to the new Clearview Drive as part of the Highway 3 Business Park
 - Drawings to include: cover, key plan, alignment drawings, staging, removals, new construction, details and typicals, pavement marking and signage, and borehole data.
 - Incorporate watermain connection and sanitary sewer crossing (designed by others) into contract
- Prepare contract package for the above works, incorporating tender items and specifications by others for the watermain connection and sanitary sewer crossing in MTO CPS format
- Conduct a topographical survey
- Undertake traffic signal layout design and supply preliminary PH-M-125 drawing
- Through discussion with the utility companies, provide a composite utility relocation plan to outline the required utility relocations to be completed prior to construction
- Undertake a roadside safety review in conformance with MTO standards

Reference: Engineering Design Consulting Services for the Highway 3 / Clearview Drive Intersection – Work Plan and Fee for completion of Detail Design and Tender Preparation, Encroachment Permit, and MTO Class EA

- Prepare three encroachment permits for the permanent works (roadworks, watermain connection, and sanitary sewer crossing) plus one encroachment permit for undertaking the field work for topographical survey, environmental, and borehole investigations.
- Project meetings:
 - Three at MTO on Exeter Road
 - Two in Tillsonburg with Town staff

Submissions will be made at the 50%, 90% stages of design to the MTO following the MTO West Region Design and Construction Guidelines for Development Driven Highway Improvements. These include 22 copies of the application packages / drawings for MTO review and comment. Once all comments are addressed/incorporated, a final package including 22 sets will be submitted to the MTO for approval.

PAVEMENT ENGINEERING

The town of Tillsonburg is developing a business park and will require the extension of Clearview Drive at Highway 3. As part of the extension to Clearview Drive platform widening of Hwy 3 will be required to construct a left turn lane on Hwy 3 for traffic to enter the business park from the east. The Ministry of Transportation Ontario (MTO) requires an encroachment permit to complete the Clearview Drive extension. The proposed work meets the pavement engineering requirements of the MTO Design and Construction guidelines for development driven highway improvement.

Three reports were reviewed to assess the extent of previous investigations in the area of the improvement. A preliminary geotechnical investigation was completed by AMEC in 2014. A geotechnical investigation was completed by Dillon Consulting Inc in 2008, and a Soil Investigation was completed by Atkinson, Davies Inc. in 1987. All three investigations included boreholes; the AMEC investigation included boreholes and cores. In addition, only the AMEC investigation included boreholes on the Highway 3 alignment, however none of the boreholes were in close proximity to the Clearview Drive intersection.

The Pavement Engineering work plan for this assignment includes:

- Review of historical information, visually assess the existing pavements and investigate for widening for an approximate length of 500 m. Cores and boreholes will be advanced on the lane and shoulders in the area of the proposed widening.
- Pavement design for rehabilitation and widening will include analysis using AASHTO 1993 pavement design. Alternatives will be developed and evaluated based on life cycle costs, risks and constructability. A pavement design life of 18 years will be used. Recommendations will be provided based on the evaluation.

Stantec will prepare one draft and one final pavement design report.

Reference: Engineering Design Consulting Services for the Highway 3 / Clearview Drive Intersection – Work Plan and Fee for completion of Detail Design and Tender Preparation, Encroachment Permit, and MTO Class EA

Site Investigation and Field Testing

The pavements will be reviewed to assess the existing conditions. The investigation will meet the minimum requirements in the Provincial Pavement Engineering Investigation Guidelines, Version 1.1. The proposed geotechnical field investigation program is presented in Table 1. The noted program will be reviewed following a site review. If required, an updated program will be provided prior to the investigation.

Table 1: Geotechnical Investigation Program

Location	BH's Shoulder (1.5 m)	BH's Ditch / Slope (1.5 m)	Core with BH
Hwy 3 Widening	15	10	1
Storm Sewer Crossing		2	
TOTAL	15	12	1

Soil conditions will be logged. Representative samples of all soil types encountered will be collected at twice the rate required for laboratory testing

Engineering Materials Testing and Evaluation

Laboratory testing will be conducted in a fully certified Stantec Laboratory as follows:

Table 2: Laboratory Testing – Pavement Engineering

Laboratory Test	Standard	Material Type	Number (ea)
Sieve Analysis of Aggregates	LS-602	Granular	2
Moisture Content	LS-701	Earth/ Granular	5
Particle Size Analysis	LS-702	Earth	1
Atterberg Limits	LS-703/ LS-704	Earth	2

Asphalt cores, where extracted, will be inspected with lift thickness mix type and condition documented in an appendix attached with the pavement design report.

Reference: Engineering Design Consulting Services for the Highway 3 / Clearview Drive Intersection – Work Plan and Fee for completion of Detail Design and Tender Preparation, Encroachment Permit, and MTO Class EA

MTO CLASS EA

MTO Class EA Process

The project is subject to Ontario's *Environmental Assessment Act* and will be carried out in accordance with the requirements of the Class Environmental Assessment (EA) for Provincial Transportation Facilities (2000) as a Group 'C' project.

Generally, Group 'C' projects have minimal and predictable environmental effects that are readily mitigated. Group 'C' projects include highway improvements that provide minor or no increase in traffic capacity or cause minor or no widening of the footprint beyond the road bed of an existing highway. This type of project does not require a formal environmental clearance and is approved under the Ontario *Environmental Assessment Act*. The screening process includes public and agency consultation and determines the impacts the project has on the environment, as well as measures and provisions required to prevent/mitigate adverse impacts, including monitoring, during and after construction.

The following tasks are required to complete the Class EA requirements:

- Discuss/review EA Work Plan with MTO (confirm scope and project initiation)
- Consultation
 - Provide notice of study commencement via direct mailing to adjacent and potentially affected property owners and stakeholders (i.e., no newspaper notification required) – Modified Consultation Plan for Group C
 - Responses to all comments received
 - Document consultation in Environmental Screening Document
- Terrestrial Secondary Source / Background Review will include:
 - Review available air-photos and existing data compiled by Stantec for the Records
 - Review and Site Investigations of the Natural Heritage Assessment
 - Identify sensitive natural heritage features, including potential Species at Risk
 - Undertake impact assessment and identify mitigation recommendations to avoid and protect sensitive features
 - Prepare a standalone terrestrial ecosystems technical memorandum describing existing conditions, impacts assessment, mitigation recommendations and authorization requirements
- Stage 1-2 Archaeology Assessment will include:
 - A Stage 1-2 assessment of the areas within the existing right-of-way (i.e., review of relevant maps and literature; review of known archaeological sites from the MTCS;

Reference: Engineering Design Consulting Services for the Highway 3 / Clearview Drive Intersection – Work Plan and Fee for completion of Detail Design and Tender Preparation, Encroachment Permit, and MTO Class EA

and property inspection of the study area). Given that the study area comprises land which is inaccessible for ploughing, it is anticipated that the Stage 2 physical assessment will proceed by test pit survey. Areas of significant disturbance, such as existing modern structures, laneways, or areas of previous earth-moving activities, will not require Stage 2 assessment but will be photo documented.

- Draft and Final Environmental Screening Document
 - Prepare Environmental Screening Document, including figures and appendices, as required
 - Prepare Environmental Synopsis and Commitments Table
 - Respond to MTO or MOECC Comments on ESD

SCHEDULE

It is understood that the Town of Tillsonburg is aiming to have construction of the intersection completed in 2017. The following is a preliminary schedule for the work:

Task	Timeline
Project initiation and MTO meeting	End February 2017
Submit for field work encroachment permit	Mid March 2017
Field work (pavement, environmental, archaeology)	Mid April 2017
50% MTO submission	End April 2017
90% MTO submission	End May 2017
Final encroachment permit submission	Mid June 2017
Tendering (following permit approval)	August 2017
Construction	September – October 2017

SCOPE AND FEES

The following table outlines the anticipated level of effort to satisfy the MTO permitting requirements. Following the initial start-up meeting with MTO, this scope may be revised through discussion with the Town of Tillsonburg.

Design with community in mind

Reference: Engineering Design Consulting Services for the Highway 3 / Clearview Drive Intersection – Work Plan and Fee for completion of Detail Design and Tender Preparation, Encroachment Permit, and MTO Class EA

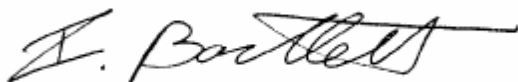
Description	PM/Eng (\$1,250/d)	EIT/Tech (\$855/d)	Admin (\$700/d)	Total
MTO Class EA				
Terrestrial	1.5	3.5		\$4,867.50
Archaeology	2	6		\$7,630.00
Consultation	1.5	2		\$3,585.00
Report	1.5	3		\$4,440.00
				\$20,522.50
Geotech/Pavement Design				
Field Investigation (including drilling)	1	8.5	1	\$9,217.50
Design/Reporting	2.5	5.5	1	\$8,527.50
				\$17,745.00
Highway Design and Survey				
Staging	0.5	1		\$1,480.00
Removals	0.5	1		\$1,480.00
New Construction	1	2		\$2,960.00
Typicals and Details	0.5	0.5		\$1,052.50
Pavement Markings and Signs	0.5	0.5		\$1,052.50
Roadside Safety Review and Document	0.5	0.5		\$1,052.50
Site Survey and Base Plan	1.5	5.5		\$6,577.50
Utility Relocation Process and Plan	0.5	2.5	0.5	\$3,112.50
Traffic Signal Layout & PHM-125	1	2		\$2,960.00
CPS, Quantities & Q-Sheets	1	2		\$2,960.00
Cost Estimate and Working Days	1			\$1,250.00
Tender Docs, SP, NSP	1	2	0.5	\$3,310.00
Incorporate water & sewer design		1		\$855.00
				\$30,102.50
Meetings and Submissions				
MTO Meetings (3)	2			\$2,500.00
Tillsonburg Meetings (2)	1.5			\$1,875.00
50% MTO Submission	0.5	1	0.5	\$1,830.00
90% MTO Submission	0.5	1	0.5	\$1,830.00
Final Encroachment Permit Submission	1.5	2	0.5	\$3,935.00
Project Management	2			\$2,500.00
Disbursements (printing, travel)				\$4,000.00
				\$18,470.00
				TOTAL: \$86,840.00

Reference: Engineering Design Consulting Services for the Highway 3 / Clearview Drive Intersection – Work Plan and Fee for completion of Detail Design and Tender Preparation, Encroachment Permit, and MTO Class EA


Exclusions/Assumptions

1. Fees are set as lump sum but exclude HST.
2. MTO permit fee is not included in quotation. To be covered by Town of Tillsonburg.
3. No electrical work for future traffic signals has been included. Layout and PHM-125 plan to be developed to avoid future conflicts with pole locations.
4. The application for a PTTW or EASR relating to the sewer work would be undertaken by others (if required).
5. A meeting with MTO will be required to confirm the scope of the EA requirements
6. Under the MTO Class EA process, consultation is optional for Group C projects. A modified consultation plan is considered appropriate for this project, including:
 - a. Provide notice of study commencement via direct correspondence (i.e., no newspaper notification) – Modified Consultation Plan for Group C
 - b. Responses to all comments received
 - c. Tracking of comments received and responses provided
7. Species at Risk authorizations are excluded, if required
8. No public meetings are required

STANTEC CONSULTING LTD.



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Fax: 519-645-6575
isaac.bartlett@stantec.com

	Report Title	Ontario Community Infrastructure Fund (OCIF) Top-Up Component Agreement AC3-3236
	Report No.	OPS 17-08
	Author	Eric Flora, P. Eng., CET, Manager of Engineering
	Meeting Type	Council Meeting
	Council Date	March 13, 2017
	Attachments	<ul style="list-style-type: none"> • OCIF Top-Up Agreement AC3-3236

RECOMMENDATION:

THAT Council receive Report OPS 17-08, Ontario Community Infrastructure Fund (OCIF) Top-Up Component Agreement AC3-3236;

AND THAT a By-law authorizing Mayor and Clerk to execute Agreement OCIF AC3-3236 with the Province of Ontario be brought forward for Council consideration;

AND THAT the Town’s portion of \$88,991 be funded by debenture in the 2018 budget.

SUMMARY

In February 2017, the Town received correspondence from the Ministry of Agriculture, Food and Rural Affairs (OMAFRA) that the Concession Street East Reconstruction project has been approved for funding under the Ontario Community Infrastructure Fund (OCIF) Top-Up Application Component – 2016 Intake.

Further to staff report OPS 16-34, and in order to receive the funding allocation, the Town must now execute the attached OCIF AC3-3236 Component Agreement. The Agreement must be signed and sealed with two copies returned to OMAFRA by March 15th 2017. The Town must also pass a by-law to execute the project-level Agreement with the Province. A copy of the by-law must also be forwarded to OMAFRA, along with the Agreement.

CONSULTATION/COMMUNICATION

The Director of Operations is in continuous direct contact with the Ministry’s Project Analyst assigned to the project file. Town staff will proceed to undertake an Environmental Assessment (EA) and finalize the design in 2017, and tender the contract for construction in 2018.

Staff will continue to consult with Oxford County Planning staff to ensure the proposed project aligns with the Provincial Policy Statement and approved land use policies. Other Town departments and the public/interest groups will also be consulted during the EA and Detail Design stages.

FINANCIAL IMPACT/FUNDING SOURCE

The total project cost, less rebatable taxes, is \$889,908. Under the OCIF, the Province will contribute 90% up to the maximum of \$800,917. The remaining \$88,991 of the project constitutes the Town's 10% portion that will require a funding source in the 2018 budget. Staff are requesting that the Town's portion of \$88,991 be funded by debenture and included in the 2018 budget.

COMMUNITY STRATEGIC PLAN (CSP)

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

ONTARIO COMMUNITY INFRASTRUCTURE FUND – APPLICATION-BASED COMPONENT AGREEMENT

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Agriculture, Food and Rural Affairs

(the “**Province**”)

– and –

The Corporation of the Town of Tillsonburg
(CRA# 126587195)

(the “**Recipient**”)

BACKGROUND

The Province created the Ontario Community Infrastructure Fund to: (1) provide stable funding to help small communities address critical core infrastructure needs in relation to roads, bridges, water and wastewater; (2) further strengthen municipal asset management practices within small communities; and (3) help small communities use a broad range of financing tools to address infrastructure challenges and provide long-term support for rehabilitation and repair of core infrastructure for those in most need.

The Ontario Community Infrastructure Fund is composed of two (2) components: (1) the Application-Based Component; and (2) the Formula-Based Component.

The Recipient has applied to the Application-Based Component of the Ontario Community Infrastructure Fund for funding to assist the Recipient in carrying out the Project and the Province wishes to provide funding for the Project.

The Recipient is eligible to receive funding under the Application-Based Ontario Community Infrastructure Fund to undertake a Project.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Parties agree as follows:

1.0 ENTIRE AGREEMENT

1.1 This Agreement, including:

Schedule “A” – General Terms And Conditions,
Schedule “B” – Additional Terms And Conditions,

Schedule “C” – Operational Requirements Under The Agreement,
Schedule “D” – Project Description,
Schedule “E” – Eligible And Ineligible Costs,
Schedule “F” – Financial Information,
Schedule “G” – Aboriginal Consultation Requirements,
Schedule “H” – Communications Protocol, and
Schedule “I” – Reports,

constitutes the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

2.0 COUNTERPARTS

2.1 This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

3.0 AMENDING AGREEMENT

3.1 This Agreement may only be amended by a written agreement duly executed by the Parties.

4.0 ACKNOWLEDGEMENT

4.1 The Recipient acknowledges and agrees that:

- (a) By receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *BPSAA*, the *PSSDA* and the *AGA*;
- (b) Her Majesty the Queen in Right of Ontario has issued expenses, perquisites and procurement directives and guidelines pursuant to the *BPSAA* that may be applicable to the Recipient;
- (c) The Funds are
 - (i) To assist the Recipient to carry out the Project and not to provide goods or services to the Program, and
 - (ii) Funding for the purposes of the *PSSDA*; and
- (d) The Province is not responsible for, nor does the Province have a managerial role in, the undertaking, implementation, completion, operation and/or maintenance of the Project. The Recipient will not seek to hold the Province responsible for the undertaking, implementation, completion, operation and/or maintenance of the Project through recourse to a third party, arbitrator, tribunal or court.

[REST OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the Parties have executed this Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO,
as represented by the Minister of Agriculture, Food and Rural Affairs

Name:	Randy Jackiw	Date
Title:	Assistant Deputy Minister, Economic Development Division	

I have the authority to bind the Province pursuant to delegated authority.

THE CORPORATION OF THE TOWN OF TILLSONBURG

Signature:	_____	Date
Name:	_____	
Title:	_____	

AFFIX CORPORATE
SEAL

Signature:	_____	Date
Name:	_____	
Title:	_____	

I/We have the authority to bind the Recipient.

[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE “A” FOLLOWS]

SCHEDULE “A” GENERAL TERMS AND CONDITIONS

ARTICLE A1 INTERPRETATION AND DEFINITIONS

A1.1 Interpretation. For the purposes of interpreting this Agreement:

- (a) Words in the singular include the plural and vice versa;
- (b) Words in one gender include all genders;
- (c) The headings do not form part of this Agreement; they are for reference purposes only and will not affect the interpretation of the Agreement;
- (d) Any reference to dollars or currency will be in Canadian dollars and currency;
- (e) Any reference to a statute means a statute of the Province of Ontario, unless otherwise indicated;
- (f) Any reference to a statute is to that statute and to the regulations made pursuant to that statute as they may be amended from time to time and to any statute or regulations that may be passed that have the effect of supplanting or superseding that statute or regulation unless a provision of this Agreement provides otherwise;
- (g) All accounting terms will be interpreted in accordance with the Generally Accepted Accounting Principles used in Canada and all calculations will be made and all financial data to be submitted will be prepared in accordance with the Generally Accepted Accounting Principles used in Canada; and
- (h) The words “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

A1.2 Definitions. In this Agreement, the following terms will have the following meanings:

“**Aboriginal Group**” includes the Indian, Inuit and Métis peoples of Canada or any other group holding Aboriginal or treaty rights under section 35 of the *Constitution Act, 1982*.

“**Additional Provisions**” means the terms and conditions referred to in section A10.1 of Schedule “A” to this Agreement and specified in Schedule “B” of this Agreement.

“**AGA**” means the *Auditor General Act*.

“**Agreement**” means this agreement entered into between the Province and the Recipient and includes all of the Schedules listed in section 1.1 of this Agreement and any amending agreement entered into pursuant to section 3.1 of this Agreement.

“**Arm’s Length**” has the same meaning as set out in the *Income Tax Act (Canada)*, as it read on the Effective Date of this Agreement.

“**Auditor General**” means the Auditor General of Ontario.

“**BPSAA**” means the *Broader Public Sector Accountability Act, 2010*.

“**Business Day**” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any other day on which the Province is closed for business.

“Communications Protocol” means the protocol set out under Schedule “H” of this Agreement.

“Conflict Of Interest” includes any circumstances where:

- (a) The Recipient; or
- (b) Any person who has the capacity to influence the Recipient’s decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient’s objective, unbiased and impartial judgment relating to the Project, the use of the Funds or both.

“Consultant” means any person the Recipient retains to undertake any part of the work related to this Agreement.

“Contract” means an agreement between the Recipient and a third-party whereby the third-party provides a good or service for the Project in return for financial consideration that the Recipient wants to pay from the Funds under this Agreement.

“Effective Date” means the date on which this Agreement is effective, as set out under section C1 of Schedule “C” of this Agreement.

“Eligible Costs” means those costs set out under section E1 of Schedule “E” of this Agreement.

“Event of Default” has the meaning ascribed to it in section A16.1 of Schedule “A” this Agreement.

“Expiration Date” means the date on which this Agreement will expire, as set out under section C2 of Schedule “C” of this Agreement unless amended or terminated prior to this date in accordance with the terms and conditions of this Agreement.

“FAA” means the *Financial Administration Act*.

“Failure” means a failure to comply with any term, condition, obligation under any other agreement that the Recipient has with Her Majesty the Queen in Right of Ontario or one of Her agencies.

“FIPPA” means the *Freedom of Information and Protection of Privacy Act*.

“First Nation” means a band, as defined under section 2(1) of the *Indian Act* (Canada).

“Funds” means the money the Province provides to the Recipient pursuant to this Agreement.

“Holdback” means the amount, set out under section F2 of Schedule “F” of this Agreement, that the Province may withhold from any payment owing to the Recipient under this Agreement.

“Indemnified Parties” means Her Majesty the Queen in Right of Ontario, Her Ministers, agents, appointees and employees.

“Ineligible Costs” means those costs set out under section E2 of Schedule “E” of this Agreement.

“Interest Earned” means the amount of money earned by the Recipient from placing the Funds in an interest bearing account as set out under section A4.4 of Schedule “A” of this Agreement.

“Local Services Board” means a board established under the *Northern Services Boards Act*.

“MA” means the *Municipal Act, 2001*.

“Maximum Funds” means the amount set out under section F1 of Schedule “F” of this Agreement.

“Notice” means any communication given or required to be given pursuant to this Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

“Parties” means the Province and the Recipient collectively.

“Party” means either the Province or the Recipient.

“Project” means the undertaking described in Schedule “D” of this Agreement.

“Project Completion Date” means the date set out under section C3 of Schedule “C” of this Agreement.

“PSSDA” means the *Public Sector Salary Disclosure Act, 1996*.

“Reports” means the reports set out under Schedule “I” of this Agreement.

“Requirements of Law” means all applicable statutes, regulations, by-laws, ordinances, codes, official plans, rules, approvals, permits, licenses, authorizations, orders, decrees, injunctions, directions and agreements with all authorities that now or at any time hereafter may relate to the Recipient, the Project, the Funds and this Agreement. Without limiting the generality of the foregoing, if the Recipient is subject to the *BPSAA*, the *PSSDA* or any other type of broader public sector accountability legislative provisions, the *BPSAA*, the *PSSDA* and those broader public sector accountability legislative provisions are deemed to be a Requirement of Law.

“Substantial Completion” has the same meaning as “substantially performed”, as defined under section 2(1) of the *Construction Lien Act*.

“Term” means the period of time beginning on the Effective Date of this Agreement and ending on the Expiration Date unless terminated earlier pursuant to Articles A14, A15 or A16 of this Agreement.

A1.3 Conflict. Subject to section A10.1 of Schedule “A” of this Agreement, in the event of a conflict between the terms and conditions set out in this Schedule “A” of the Agreement and the terms or conditions set out in any other Schedule of this Agreement, the terms and conditions set out under this Schedule “A” of the Agreement will prevail.

ARTICLE A2 EFFECTIVE DATE AND DURATION OF AGREEMENT

A2.1 Effective Date Of Agreement. This Agreement will take effect on its Effective Date.

A2.2 Expiration Date Of Agreement. This Agreement will expire on its Expiration Date.

ARTICLE A3 REPRESENTATIONS, WARRANTIES AND COVENANTS

A3.1 General. The Recipient represents, warrants and covenants that:

- (a) It is, and will continue to be for the Term of this Agreement, a validly existing legal entity with full power to fulfill its obligations under this Agreement;
- (b) It has, and will continue to have for the Term of this Agreement, the experience and expertise necessary to carry out the Project;
- (c) It has the financial resources necessary to carry out the Project and is not indebted to any person to the extent that that indebtedness would undermine the Recipient’s ability to complete the Project;
- (d) It is in compliance with all Requirements of Law and will remain in compliance with all Requirements of Law related to any aspect of the Project, the Funds or both for the Term of this Agreement; and
- (e) Unless otherwise provided for in this Agreement, any information the Recipient provided to the Province in support of its request for Funds, including any information relating to any eligibility requirements, was true and complete at the time the Recipient provided it.

A3.2 Execution Of Agreement. The Recipient represents and warrants that it has:

- (a) The full power and authority to enter into this Agreement; and
- (b) Taken all necessary actions to authorize the execution of this Agreement.

A3.3 Governance. The Recipient represents, warrants and covenants that it has, and will maintain, in writing for the Term of this Agreement:

- (a) A code of conduct and ethical responsibilities for all persons at all levels of the Recipient’s organization;
- (b) Procedures to ensure the ongoing effective functioning of the Recipient;
- (c) Decision-making mechanisms for the Recipient;
- (d) Procedures to enable the Recipient to manage the Funds prudently and effectively;
- (e) Procedures to enable the Recipient to successfully complete the Project;
- (f) Procedures to enable the Recipient to, in a timely manner, identify risks to the completion of the Project and develop strategies to address those risks;
- (g) Procedures to enable the preparation and delivery of all Reports required under this Agreement; and

- (h) Procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under this Agreement.

A3.4 Approvals, Licenses And Permits. The Recipient represents, warrants and covenants that it has or will apply for any approval, license, permit or similar authorization necessary to carry out the Project before carrying out the Project. For greater clarity, the Recipient acknowledges and agrees that the entering into this Agreement does not in any way obligate any regulatory authority established under an Act of the Ontario Legislature to issue any type of approval, license, permit or similar authorization that the Recipient may need or want in relation to undertaking the Project or to meet any other term or condition under this Agreement.

A3.5 Supporting Documentation. Upon request, and within the time period indicated in the Notice, the Recipient will provide the Province with proof of the matters referred to in Article A3 of this Agreement.

A3.6 Additional Covenants. The Recipient undertakes to advise the Province within five (5) Business Days of:

- (a) Any changes that affect its representations, warranties and covenants under sections A3.1 to A3.4 of Schedule "A" of this Agreement during the Term of the Agreement; and
- (b) Any actions, suits or other proceedings which could or would reasonably prevent the Recipient from complying with the terms and conditions of this Agreement.

A3.7 Recipient's Representations, Warranties And Covenants For The Benefit Of The Province. The Recipient acknowledges and agrees that the representations, warranties and covenants set out in this Article A3 of Schedule "A" of the Agreement are for the sole benefit of the Province.

A3.8 Provincial Reliance On Recipient's Representations, Warranties And Covenants. The Recipient acknowledges and agrees that the Province is relying on all of the representations, warranties and covenants set out in this Article A3 of Schedule "A" of this Agreement.

ARTICLE A4 FUNDS AND CARRYING OUT THE PROJECT

A4.1 Funds Provided. The Province will:

- (a) Provide the the Recipient up to the Maximum Funds for the sole purpose of carrying out the Project.
- (b) Provide the Funds to the Recipient in accordance with section F3 of Schedule "F" of this Agreement;
- (c) Deposit the Funds into an account designated by the Recipient, provided that account:
 - (i) Resides at a Canadian financial institution, and
 - (ii) Is in the name of the Recipient.

A4.2 Limitation On Payment Of Funds. Despite section A4.1 of Schedule "A" of this Agreement:

- (a) The Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as the Province may request pursuant to section A14.2 of Schedule "A" of this Agreement;

- (b) The Province is not obligated to provide any instalments of Funds until the Province is satisfied with the progress of the Project;
- (c) The Province may adjust the amount of Funds it provides to the Recipient without liability, penalty or costs based upon the Province's assessment of the information provided by the Recipient pursuant to Article A8 of Schedule "A" of this Agreement;
- (d) The Province may withhold the Holdback from each payment made under this Agreement and is not obligated to pay the Holdback to the Recipient for thirty (30) days after the Expiration Date of this Agreement; and
- (e) If, in the opinion of the Minister of Agriculture, Food and Rural Affairs, the Province does not receive the necessary appropriation from the Ontario Legislature for any payment under this Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) Reduce the amount of Funds and, in consultation with the Recipient, change the Project without liability, penalty or costs; or
 - (ii) Terminate the Agreement pursuant to section A15.1 of Schedule "A" of this Agreement.

A4.3 Use Of Funds And Project. The Recipient will:

- (a) Only use the Funds being provided under this Agreement toward the Project;
- (b) Carry out and complete any Projects in accordance with the terms and conditions of this Agreement;
- (c) Use the Funds only for Eligible Costs that are necessary to carry out the Project; and
- (d) Not use the Funds for Ineligible Costs.

A4.4 Interest Bearing Account. If the Province provides Funds to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution. The Recipient will hold the Funds in trust plus any Interest Earned thereon for the Province until the Recipient needs the Funds for the Project.

A4.5 No Provincial Payment Of Interest. The Province is not required to pay interest on any Funds under this Agreement. For greater clarity, this includes interest on any Funds that the Province has withheld paying to the Recipient pursuant to a term or condition set out in this Agreement.

A4.6 Rebates, Credits and Refunds. The Recipient acknowledges and agrees that the amount of Funds available to it pursuant to this Agreement is based on the actual costs to the Recipient, less any costs, including taxes, for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund.

A4.7 Maximum Funds. The Recipient acknowledges and agrees that the Funds available to it pursuant to this Agreement will not exceed the Maximum Funds.

A4.8 Project Financing. The Recipient acknowledges and agrees that:

- (a) It is solely responsible for making any alternative arrangements that may be required to obtain additional financing for the Project in the event that its original financing situation changes;
- (b) It is solely responsible for covering any unapproved expenditures and cost overruns; and
- (c) It is solely responsible for securing any additional financing required to complete the Project.

- A4.9 No Changes To The Project.** The Recipient will not make any changes to the Project without the prior written consent of the Province.
- A4.10 Project Completion.** The Recipient will Substantially Complete the Project by the Project Completion Date.
- A4.11 Disposal Of Assets.** The Recipient will not, without the Province's prior written consent, sell, lease, encumber or otherwise dispose of any asset purchased, rehabilitated or built with the Funds or for which Funds were provided for a period of five (5) years after the date in which the Project was completed.
- A4.12 Funding, Not Procurement.** For greater clarity, the Recipient acknowledges and agrees that:
- (a) It is receiving Funds from the Province for the Project and is not providing goods or services to the Province; and
 - (b) The Funds the Province is providing under this Agreement is funding for the purposes of the PSSDA.

ARTICLE A5 ABORIGINAL CONSULTATION

- A5.1 Provision Of Funds Dependent Upon The Province Meeting Its Duty To Consult Obligations.** The Recipient acknowledges and agrees that the provision of any Funds under this Agreement is strictly conditional upon the Province satisfying any obligations it may have to consult with and, if appropriate, accommodate any Aboriginal Group with an interest in the Project for the Project to proceed.
- A5.2 Recipient Is The Province's Delegate For Purposes Of Consultation With Aboriginal Groups.** By entering into this Agreement, the Province delegates the procedural aspects of any consultation obligations the Province may have with any Aboriginal Group in relation to the Project to the Recipient as set out in Schedule "G" of this Agreement. The Recipient, by signing this Agreement acknowledges that the Province has delegated the procedural aspects of any consultation obligations that the Province may have with any Aboriginal Group in relation to the Project and accepts said delegation and agrees to act diligently as the Province's delegate so as to preserve the Honour of the Crown in relation to any consultation obligations that the Province may have in relation to the Project.
- A5.3 Recipients Obligations In Relation To Consultations.** The Recipient will:
- (a) Be responsible for consulting with any Aboriginal Group that has an interest in the Project on behalf of the Province in accordance with Schedule "G" of this Agreement;
 - (b) Take directions from the Province in relation to consulting with any Aboriginal Group with an interest in the Project as well as any other directions that the Province may issue in relation to consultations, including suspending or terminating any Project in which Funds are directed; and
 - (c) Provide a detailed description of any actions it took in relation to consultation with any Aboriginal Group with an interest in the Project in its Reports.
- A5.4 Recipient Will Not Start Construction On Project Until Recipient Provides Evidence To The Province That Notice Of Project Has Been Given To Identified Aboriginal Groups.** Despite anything else in this Agreement, the Recipient will not commence or allow a third party to commence construction on any aspect of the Project for forty-five (45) Business

Days, or such other longer or shorter time as the Province may direct, after it has provided the Province with written evidence that the Recipient has sent notice about the Project to the Aboriginal Groups the Province has identified in accordance with Schedule "G" of this Agreement.

ARTICLE A6

RECIPIENT'S ACQUISITION OF GOODS AND SERVICES AND DISPOSAL OF ASSETS

- A6.1 Acquisition Of Goods And Services In Competitive Procurement Process.** The Recipient will acquire any goods and services for the Project through a transparent, competitive process that ensures the best value for any Funds expended and at no greater value than fair market value, after deducting trade discounts and/or other discounts available to the Recipient. Without limiting the generality of the foregoing, where the Recipient is a municipal entity to which the *MA* applies, the Recipient will follow its procurement policies required under the *MA*. Where the Recipient is a Local Services Board, the Recipient will obtain a minimum of three (3) written quotes for any goods or services exceeding twenty-five thousand dollars (\$25,000.00), unless the Province provides its prior written approval to obtain such goods or services in another manner. The Province may waive the requirements of this section A6.1 of Schedule "A" of the Agreement in writing if:
- (a) The goods or services the Recipient is purchasing are not readily available; or
 - (b) The Recipient has researched the market for a similar purchase within the last two (2) years and knows prevailing market costs for those good or services being purchased.
- A6.2 BPSAA.** For greater clarity, if the Recipient is subject to the *BPSAA* and there is a conflict between the *BPSAA* and a requirement under this Article A6 of the Agreement, the *BPSAA* will apply and prevail to the extent of that conflict.
- A6.3 Contracts.** The Recipient will ensure that all Contracts:
- (a) Are consistent with this Agreement;
 - (b) Do not conflict with this Agreement;
 - (c) Incorporate the relevant provisions of this Agreement to the fullest extent possible;
 - (d) Require that any parties to those Contracts comply with all Requirements of Law; and
 - (e) Authorize the Province to perform audits of the parties to those Contracts in relation to the Project or any Funds provided to those parties.
- A6.4 Use Of Consultants.** The Province recognizes and acknowledges that the Recipient may engage one or more Consultants for the purposes of carrying out the Project. The Recipient will have sole responsibility for hiring and terminating the employment of said Consultants. The Recipient further acknowledges and agrees that the Recipient will be responsible for all acts and actions of the Recipient's Consultants and that all such acts and actions will be treated as acts and actions of the Recipient for the purposes of this Agreement.
- A6.5 Trade Agreements.** If the Recipient is subject to any provincial or federal trade agreements to which the Province is a party, the Recipient will comply with the applicable requirements of such trade agreements. In particular, and without limitation, if the Recipient is subject to Annex 502.4 of the *Agreement on Internal Trade*, the Recipient will comply with all applicable requirements of Annex 502.4. In the event of any conflict between any requirement under Annex 502.4 and a requirement under this Article 6 of the Agreement, Annex 502.4 will apply and prevail to the extent of that conflict.

A6.6 *Costs Of Contracts Not Awarded In Compliance With This Article May Be Deemed Ineligible.* If the Province determines that the Recipient has awarded a Contract in a manner that is not in compliance with any requirement set out under this Article 6 of Schedule “A” of the Agreement, the Province may without liability, penalty or costs deem the costs associated with the Contract as being ineligible and will have no obligation to pay those costs.

ARTICLE A7 CONFLICT OF INTEREST

A7.1 *No Conflict Of Interest.* The Recipient will ensure that any Person associated with the Project in whatever capacity carries out the administration of any Funds in all its aspects without an actual, potential or perceived Conflict of Interest.

A7.2 *Disclosure To The Province:* The Recipient will:

- (a) Disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived Conflict Of Interest; and
- (b) Comply with any terms and conditions that the Province may impose as a result of the disclosure.

ARTICLE A8 REPORTS, RECORDS, INSPECTION, AUDITS AND THE PROVISION OF INFORMATION

A8.1 *Preparation And Submission.* The Recipient will:

- (a) Submit to the Province at the address referred to in section C6 of Schedule “C” of this Agreement all Reports in accordance with the timelines set out in Schedule “I” of this Agreement and in the form specified by the Province;
- (b) Ensure that all Reports are completed to the satisfaction of the Province; and
- (c) Ensure that any compliance attestation that must be submitted with any Reports is completed and signed by the Recipient’s Administrative Officers/Clerk or Treasurer.

A8.2 *Records Maintenance.* The Recipient will keep and maintain:

- (a) All financial records, including invoices, relating to the Funds or otherwise to the Project in a manner consistent with generally acceptable accounting principles; and
 - (b) All non-financial documents and records relating to the Funds or otherwise to the Project in a manner consistent with all Requirements of Law,
- for a period of seven (7) years after the Expiration Date of this Agreement.

A8.3 *Inspection.* The Province, its authorized representatives or an independent auditor identified by the Province may, at its own expense, upon twenty-four (24) hours’ Notice to the Recipient during normal business hours, enter the Recipient’s premises or site of the Project to review the progress of the Project and the Recipient’s allocation and expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may take one or more of the following actions:

- (a) Inspect and copy the records and documents referred to in section A8.2 of Schedule “A” of this Agreement;
- (b) Remove any copies made pursuant to section A8.3(a) of Schedule “A” of this Agreement from the Recipient’s premises; and
- (c) Conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project or both.

- A8.4 Disclosure.** To assist in respect of the rights set out under section A8.3 of Schedule “A” of this Agreement, the Recipient will disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province and will do so in the form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.
- A8.5 No Control Of Records.** No provision of this Agreement will be construed so as to give the Province any control whatsoever over the Recipient’s records.
- A8.6 Auditor General.** For greater certainty, the Province’s rights under this Article of the Agreement are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the AGA.
- A8.7 Provision Of Information.** The Recipient will provide to the Province, within the time period set out in the Notice, such information in respect of this Agreement or the Project as the Province requests.

ARTICLE A9 COMMUNICATIONS

- A9.1 Recipient To Follow Communications Protocol.** The Recipient will follow the Communications Protocol.
- A9.2 Publication By The Province.** The Recipient agrees the Province may, in addition to any obligations the Province may have under *FIPPA*, publicly release information under this Agreement, including the Agreement itself, in hard copy or in electronic form, on the internet or otherwise.

ARTICLE A10 ADDITIONAL PROVISIONS

- A10.1 Additional Provisions.** The Recipient will comply with any Additional Provisions set out under Schedule “B” of this Agreement. In the event of a conflict or inconsistency between any of the requirements of the Additional Provisions and any requirements of this Schedule “A” of this Agreement, the Additional Provisions will prevail.

ARTICLE A11 DISCLOSURE OF INFORMATION PROVIDED TO THE PROVINCE

- A11.1 FIPPA.** The Recipient acknowledges that the Province is bound by the *FIPPA*.
- A11.2 Disclosure Of Information.** Any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with *FIPPA* and any other Requirements of Law.

ARTICLE A12
INDEMNITY, LIMITATION OF LIABILITY AND DUTY TO DEFEND

- A12.1 Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all direct or indirect liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with this Agreement, unless solely caused by the gross negligence or wilful misconduct of the Province.
- A12.2 Exclusion Of Liability.** The Recipient acknowledges and agrees that in no event will the Province be liable for any general, compensatory, incidental, special or consequential damages, or any loss of use, revenue or profit by the Recipient or the Recipient's officers, servants, employees and agents arising out of or in any way related to this Agreement.
- A12.3 Recipient's Participation.** The Recipient will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.
- A12.4 Province's Election.** The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of the Province under this Agreement, at law or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.
- A12.5 Settlement Authority.** The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of the Province. If the Recipient is requested by the Province to participate in or conduct the defence of any proceeding, the Province will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.
- A12.6 Recipient's Co-operation.** If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province to the fullest extent possible in the proceedings and any related settlement negotiations.

ARTICLE A13
INSURANCE

- A13.1 Recipient's Insurance.** The Recipient represents and warrants that it has, and will maintain for the for a period of ninety (90) days after the Province has approved the Recipient's Final Report attesting that the Project is complete, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than the amount set out under section C5 of Schedule "C" of this Agreement per occurrence. The policy will include the following:
- (a) The Indemnified Parties as additional insureds with respect to liability arising in the course or performance of the Recipient's obligations under, or otherwise in connection with, the Project or under this Agreement;

- (b) A cross-liability clause;
- (c) Contractual liability coverage;
- (d) Products and completed operations liability coverage;
- (e) Employer's liability coverage;
- (f) Tenant's legal liability coverage (for premises/building leases only); and
- (g) Non-owned automobile coverage with blanket contractual and physical damage coverage for hired automobiles; and
- (h) A thirty (30) day written notice of cancellation provision.

A13.2 Proof Of Insurance. The Recipient will provide the Province with certificates of insurance, or other proof as the Province may request within the time limit set out in that request, that confirms the insurance coverage as required under section A13.1 of Schedule "A" of this Agreement. For greater clarity, the Province may also request that the Recipient provide the Province with a copy of its insurance policy or insurance policies that relate to the Project.

A13.3 Right Of "First Call" On Insurance Proceeds. The Recipient will provide the Indemnified Parties with a right of "first call" or priority over any other person, including the Recipient, to use or enjoy the benefits of the proceeds from the insurance policy required under section A13.1 of Schedule "A" of this Agreement to pay any suits, judgments, claims, demands, expenses, actions, causes of action and losses (including without limitation, reasonable legal expenses and any claim for a lien made pursuant to the *Construction Lien Act* and for any and all liability, damages to property and injury to persons (including death)) that may be brought against the Indemnified Parties as a result of this Agreement.

ARTICLE A14 TERMINATION ON NOTICE

A14.1 Termination On Notice. The Province may terminate this Agreement at any time without liability, penalty or costs upon giving at least thirty (30) days' Notice to the Recipient.

A14.2 Consequences Of Termination On Notice By The Province. If the Province terminates this Agreement pursuant to section A14.1 of Schedule "A" of this Agreement, the Province may take one or more of the following actions:

- (a) Direct that the Recipient does not incur any costs for the Project that are Eligible Costs under this Agreement without the Province's prior written consent during the notice period set out under section A14.1 of Schedule "A" of this Agreement;
- (b) Cancel any further installments of the Funds;
- (c) Demand the repayment of any Funds, plus any Interest Earned thereon, remaining in the possession or under the control of the Recipient; and
- (d) Determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) Permit the Recipient to offset such costs against any amount owing to the Recipient; and/or
 - (ii) Subject to section A4.2(e) of Schedule "A" of this Agreement, provide Funds to the Recipient to cover such costs.

ARTICLE A15 TERMINATION WHERE NO APPROPRIATION

A15.1 Termination Where No Appropriation. If, as provided for in section A4.2(e) of Schedule “A” of this Agreement, the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to this Agreement, the Province may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Recipient.

A15.2 Consequences Of Termination Where No Appropriation. If the Province terminates this Agreement pursuant to section A15.1 of Schedule “A” of this Agreement, the Province may take one or more of the following actions:

- (a) Cancel any further installments of the Funds;
- (b) Demand the repayment of any Funds, plus any Interest Earned thereon, remaining in the possession or under the control of the Recipient; and
- (c) Determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A15.2(b) of Schedule “A” of this Agreement.

A15.3 No Additional Funds. For greater clarity, if the costs determined pursuant to section A15.2(c) of Schedule “A” of this Agreement exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

ARTICLE A16 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

A16.1 Events Of Default. Each of the following events will constitute an Event of Default:

- (a) In the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of this Agreement:
 - (i) Carry out the Project,
 - (ii) Use or spend the Funds,
 - (iii) Provide any Reports required under this Agreement, or
 - (iv) The Recipient fails to follow any directions that the Province provides under this Agreement;
- (b) The Recipient has provided false or misleading information to the Province;
- (c) The Recipient is unable to continue the Project or the Recipient is likely to discontinue the Project;
- (d) The Recipient’s operations, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (e) The Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application or an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (f) The Recipient ceases to operate.

A16.2 Consequences Of Events Of Default And Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) Initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) Provide the Recipient with an opportunity to remedy the Event of Default;
- (c) Suspend the payment of Funds for such a period as the Province determines appropriate;
- (d) Reduce the amount of Funds;
- (e) Cancel any further installments of the Funds;
- (f) Demand the repayment of any Funds plus any Interest Earned thereon remaining in the possession or under the control of the Recipient;
- (g) Demand the repayment of an amount equal to any Funds the Recipient used plus any Interest Earned thereon, but did not use in accordance with the terms and conditions of this Agreement;
- (h) Demand the repayment of an amount equal to any Funds the Province provided to the Recipient plus any Interest Earned thereon, even though the Project is partially completed; and
- (i) Terminate this Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A16.3 Opportunity To Remedy. If, in accordance with section A16.2(b) of Schedule "A" of this Agreement, the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) The particulars of the Event of Default; and
- (b) The Notice Period.

A16.4 Recipient Not Remediating. If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A16.2(b) of Schedule "A" of this Agreement, and;

- (a) The Recipient does not remedy the Event of Default within the Notice Period;
- (b) It becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) The Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A16.2(a), (c), (d), (e), (f), (g), (h) and (i) of Schedule "A" of this Agreement.

A16.5 When Termination Effective. Termination under this Article A16 of Schedule "A" of this Agreement will take effect as set out in the Notice.

ARTICLE A17 LOBBYISTS AND AGENT FEES

A17.1 Lobbyists And Agent Fees. The Recipient represents and warrants:

- (a) Any person hired by the Recipient to speak or correspond with any employee or other person representing the Province concerning any matter relating to any Funds under this Agreement or any benefit hereunder is registered, if required to register, pursuant to the *Lobbyists Registration Act, 1998*;
- (b) It has not and will not make a payment or other compensation to any other legal entity that is contingent upon or is calculated upon the provision of any Funds hereunder or negotiating the whole or any part of the terms or conditions of this Agreement; and
- (c) No money from the Province was used or will be used to lobby or otherwise secure the provision of any Funds in relation to this Agreement.

ARTICLE A18 FUNDS UPON EXPIRY

A18.1 Funds Upon Expiry. The Recipient will, upon the expiry of the Agreement, return to the Province any unspent Funds plus any Interest Earned thereon remaining in its possession or under its control.

ARTICLE A19 REPAYMENT

A19.1 Repayment Of Overpayment. If at any time during the Term of this Agreement the Province provides Funds in excess of the amount to which the Recipient is eligible to receive under this Agreement, the Province may:

- (a) Deduct an amount equal to the excess Funds plus any Interest Earned thereon from any further installments of the Funds; or
- (b) Demand that the Recipient pay an amount equal to the excess Funds plus any Interest Earned thereon to the Province.

A19.2 Debt Due. If, pursuant to this Agreement:

- (a) The Province demands the payment of any Funds plus Interest Earned or an amount equal to any Funds plus Interest Earned from the Recipient; or
- (b) The Recipient owes any Funds plus Interest Earned or an amount equal to any Funds plus Interest Earned to the Province, whether or not their return or repayment has been demanded by the Province,

such Funds plus Interest Earned or other amount will be deemed to be a debt due and owing to the Province by the Recipient and the Recipient will pay or return the amount to the Province immediately, unless the Province directs otherwise. For greater clarity, in the event that the Recipient makes an assignment, proposal, compromise or arrangement for the benefit of creditors or a creditor makes an application for an order adjudging the Recipient bankrupt or applies for the appointment of a receiver, this section A19.2 of Schedule "A" of this Agreement will not affect any Funds that the Recipient is holding in trust for the Province under section A4.4 of Schedule "A" of this Agreement.

A19.3 Interest Rate. The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A19.4 Payment Of Money To Province. The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address referred to in section C6 of Schedule "C" of this Agreement.

A19.5 Repayment. Without limiting the application of section 43 of the FAA, if the Recipient does not repay any amount owing under this Agreement, Her Majesty the Queen in Right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in Right of Ontario.

A19.6 Funds Are Part Of A Social Or Economic Program. The Recipient acknowledges and agrees that any Funds provided under this Agreement are for the administration of social or economic programs or the provision of direct or indirect support to members of the public in connection with social or economic policy.

ARTICLE A20 NOTICE

A20.1 Notice In Writing And Addressed. Notice will be in writing and will be delivered by email, postage-paid mail, personal delivery or fax and will be addressed to the Province and the Recipient respectively as set out in section C6 of Schedule "C" of this Agreement or as either Party later designates to the other by written Notice.

A20.2 Notice Given. Notice will be deemed to have been given:

- (a) In the case of postage-paid mail, five (5) Business Days after the Notice is mailed; or
- (b) In the case of email, personal delivery or fax, one (1) Business Day after the Notice is delivered.

A20.3 Postal Disruption. Despite section A20.2(a) of Schedule "A" of this Agreement, in the event of a postal disruption,

- (a) Notice by postage-paid mail will not be deemed to be received; and
- (b) The Party giving Notice will provide Notice by email, personal delivery or fax.

ARTICLE A21 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A21.1 Consent. When the Province provides its consent pursuant to this Agreement, that consent will not be considered valid unless that consent is in writing and the person providing the consent indicates in the consent that that person has the specific authority to provide that consent. The Province may also impose any terms and conditions on the consent and the Recipient will comply with such terms and conditions.

ARTICLE A22 SEVERABILITY OF PROVISIONS

A22.1 Invalidity Or Unenforceability Of Any Provision. The invalidity or unenforceability of any provision in this Agreement will not affect the validity or enforceability of any other provision of this Agreement. Any invalid or unenforceable provision will be deemed to be severed.

ARTICLE A23 WAIVER

A23.1 Waivers In Writing. If a Party fails to comply with any term or condition of this Agreement that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A20 of Schedule "A" of this Agreement. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply. For greater clarity, where the Province chooses to waive a term or condition of this Agreement, such waiver will only be binding if provided by a person who indicates in writing that he or she has the specific authority to provide the waiver.

ARTICLE A24 INDEPENDENT PARTIES

A24.1 *Parties Independent.* The Recipient acknowledges and agrees that it is not an agent, joint venturer, partner or employee of the Province and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.

ARTICLE A25 ASSIGNMENT OF AGREEMENT OR FUNDS

A25.1 *No Assignment.* The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under this Agreement.

A25.2 *Agreement Binding.* All rights and obligations contained in this Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

ARTICLE A26 GOVERNING LAW

A26.1 *Governing Law.* This Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with this Agreement will be conducted in the Courts of Ontario, which will have exclusive jurisdiction over such proceedings.

ARTICLE A27 FURTHER ASSURANCES

A27.1 *Agreement Into Effect.* The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of this Agreement to their full extent.

ARTICLE A28 JOINT AND SEVERAL LIABILITY

A28.1 *Joint And Several Liability.* Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under this Agreement.

**ARTICLE A29
RIGHTS AND REMEDIES CUMULATIVE**

A29.1 *Rights And Remedies Cumulative.* The rights and remedies of the Province under this Agreement are cumulative and are in addition to, and not in substitution of, any of its rights and remedies provided by law or in equity.

**ARTICLE A30
JOINT AUTHORSHIP**

A30.1 *Joint Authorship Of Agreement.* The Parties will be considered joint authors of this Agreement and no provision herein will be interpreted against one Party by the other Party because of authorship. No Party will seek to avoid a provision herein because of its authorship through recourse to a third party, court, tribunal or arbitrator.

**ARTICLE A31
FAILURE TO COMPLY WITH OTHER AGREEMENT**

A31.1 *Other Agreements.* If the Recipient:

- (a) Has committed a Failure;
 - (b) Has been provided with notice of such Failure in accordance with the requirements of such other agreement;
 - (c) Has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
 - (d) Such Failure is continuing,
- the Province may suspend the payment of Funds under this Agreement without liability, penalty or costs for such period as the Province determines appropriate.

**ARTICLE A32
SURVIVAL**

A32.1 *Survival.* The provisions of this Agreement that by their nature survive the expiration or early termination of this Agreement will so survive for a period of seven (7) years from the Expiry Date expiry or date of termination. Without limiting the generality of the foregoing, the following Articles and sections, and all applicable cross-referenced sections and schedules will continue in full force and effect for a period of seven (7) years from the Expiry Date or the date of termination: Article A1 and any other applicable definitions, section A4.2(e), A4.7, section A5.2, Article A7, section A8.1 (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province), sections A8.2, A8.3, A8.4, A8.5, A8.6, Article A12, section A14.2, sections A15.2 and A15.3, sections A16.1, A16.2(d), (e), (f), (g) and (h), Article A18, Article A19, Article A20, Article A22, section A25.2, Article A26, Article A28, Article A29, Article A30, Article A31 and Article A32.

A32.2 *Survival After Creation.* Despite section A32.1 of this Agreement, section A8.2 of this Agreement, including all cross-referenced provisions and Schedules, will continue in full force and effect for a period of seven (7) years from the date in which that document or record referred to in section A8.2 of this Agreement was created.

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SCHEDULE “B” ADDITIONAL TERMS AND CONDITIONS

- B1.1 *The Province May Impose Additional Conditions On The Recipient.*** The Province may impose, at any time, such additional terms or conditions on the Recipient in terms of the Recipient’s operations, behaviour or responsibilities that relate to the use of any Funds which the Province considers, acting reasonably, appropriate for the proper expenditure and management of the Funds. For greater certainty, any additional terms or conditions the Province may impose shall be supplements to the existing terms and conditions of this Agreement as opposed to amendments to the terms and conditions of this Agreement.
- B1.2 *Behaviour Of Recipient.*** The Recipient will carry out any Project to which Funds are directed in an economical and business-like manner, in accordance with the terms and conditions of this Agreement, subject to any additional conditions the Province may impose under section B1.1 of Schedule “B” of this Agreement or any reasonable amendments the Province may agree to or require from time to time in writing.
- B1.3 *New Information.*** In the event of new information, errors, omissions or other circumstances affecting the determination of the amount of any Funds being provided under this Agreement, the Province may, in its sole and absolute discretion, adjust the Funds being provided under this Agreement.

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SCHEDULE “C” OPERATIONAL REQUIREMENTS UNDER THE AGREEMENT

- C1 *Effective Date.*** The Effective Date of this Agreement is the date in which the Province signs the Agreement.
- C2 *Expiration Date.*** Unless this Agreement is terminated earlier, this Agreement shall expire on March 31, 2020.
- C3 *Project Completion Date.*** The Project will be completed no later than December 31, 2018. For clarity this means Substantial Completion must have occurred.
- C4 *Submission Of Reports.*** All Reports under this Agreement will be submitted to the Province using the address supplied under section C6 of Schedule “C” or any other person identified by the Province in writing.
- C5 *Insurance Amount.*** The amount of insurance the Recipient will have for the purposes of section A13.1 of Schedule “A” of this Agreement no less than two million dollars (\$2,000,000.00).
- C6 *Providing Notice.*** All Notices under this Agreement will be provided to:

TO THE PROVINCE	TO THE RECIPIENT
Ministry of Agriculture, Food and Rural Affairs Rural Programs Branch 1 Stone Road West, 4NW Guelph, Ontario N1G 4Y2 Attention: Manager, Infrastructure Renewal Programs Fax: 519-826-3398 Email: OCIFApps@ontario.ca	The Corporation of the Town of Tillsonburg 200 Broadway, 2nd Floor Tillsonburg, ON N4G 5A7 Attention: Kevin De Leebeeck, Director of Operations Fax: (519) 842-9431 Email: kdeleebeeck@tillsonburg.ca

or any other person identified by the Parties in writing.

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SCHEDULE “D” PROJECT DESCRIPTION

The project is for the reconstruction of Concession Street East, and includes the complete reconstruction of the pavement structure including new barrier curb and gutter with parking stalls, sidewalks, and storm drainage improvements. Output: Asset has been renewed and meets any relevant conditions and regulatory approvals. Outcomes: Increased traffic safety and flow; Improved road drainage.

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SCHEDULE "E" ELIGIBLE AND INELIGIBLE COSTS

E1 Eligible Costs. Subject to the terms and conditions of this Agreement and section E2 of this Schedule "E" of the Agreement, Eligible Costs shall only include all direct and incremental costs that are attributable to the development and implementation of the Project and are in the Province's sole and absolute discretion, properly and reasonably incurred as well as necessary for the Project. Eligible Costs must also be actual, verifiable cash outlays to third party vendors that are documented through invoices, receipts or other records that are acceptable to the Province.

Without limiting the generality of the foregoing, Eligible Costs will only include the following:

- (a) The capital costs of constructing, rehabilitating, replacing or improving, in whole or in part, the tangible core infrastructure asset noted in the Project Description in Schedule "D" of the Agreement;
- (b) All planning and assessment costs, such as the costs of environmental planning, surveying, engineering, architectural supervision, testing and management consulting services;
- (c) The costs for permits, approvals, licences and other authorizing documents, as well as inspections and other fees directly attributable to obtaining a permit, approval, license or other authorizing document, provided those costs are directly attributable to the construction and implementation of Project,
- (d) The costs for consulting with an Aboriginal Group, including the Recipient's legal fees, provided they are reasonable, on matters pertaining to the Project, including the translation of documents into languages spoken by the affected Aboriginal Group, but does not include any capacity-building funding unless specifically approved by Ontario in writing prior to being incurred;
- (e) The costs of Project-related signage, lighting, Project markings and utility adjustments;
- (f) The costs of joint communication activities, such as press releases, press conferences, translation and road signage recognition, as described in Schedule "G" of this Agreement; and
- (g) Other costs that are, in Ontario's sole and absolute discretion, direct, incremental and necessary for the successful implementation of the Project, provided those costs have been approved by Ontario in writing prior to being incurred.

E2 Ineligible Costs. The following costs are Ineligible Costs and are therefore ineligible to be paid from the Funds being provided under this Agreement:

- (a) Costs incurred not in accordance with section A6.1 of Schedule "A" of this Agreement;
- (b) Costs incurred prior to July 4, 2016 or after the Project Completion Date;
- (c) Costs associated with the acquisition or leasing of:
 - (i) Land,
 - (ii) Buildings,
 - (iii) Equipment,
 - (iv) Other facilities, and
 - (v) Obtaining easements, including the costs or expenses for surveys, and includes real estate fees and other related costs;

- (d) Costs associated with moveable/transitory assets (e.g. portable generators, etc.) or rolling stock (e.g. trucks, graders, etc.)
- (e) Costs related to recreational trails.
- (f) Legal fees, other than those associated with consultation with Aboriginal Groups (provided such legal fees are reasonable;
- (g) Taxes, regardless of any rebate eligibility;
- (h) The value of any goods and services which are received through donations or in kind;
- (i) Employee wages and benefits, overhead costs as well as other direct or indirect operating, maintenance and administrative costs incurred by the Recipient for the Project, and more specifically, but without limiting the generality of the foregoing, costs relating to services delivered directly by permanent employees of the Recipient;
- (j) Unreasonable meal, hospitality or incidental costs or expenses of Consultants;
- (k) Costs associated with completing applications for the Ontario Community Infrastructure Fund;
- (l) Costs of accommodation for any Aboriginal Group; and
- (m) Costs incurred contrary to section A17.1 of Schedule "A" of this Agreement.

E3 ***Costs Of Non-Arm's Length Parties.*** The costs or expenses of goods or services acquired from parties that are not Arm's Length from the Recipient must be valued at the cost of the supplying entity and shall not include any mark up for profit, return on investment or overhead costs and shall not exceed fair market value. The Province may not consider the eligibility of any of these costs unless access is provided to the relevant records of the supplying entity.

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SCHEDULE “F” FINANCIAL INFORMATION

F1 Maximum Funds. Subject to the terms and conditions of this Agreement, Ontario will provide the Recipient with an amount up to Eight Hundred Thousand Nine Hundred and Seventeen Dollars (\$800,917) in Funds for Eligible Costs for the Project.

Project’s Estimated Total Net Eligible Costs: \$889,908
(Original budget from application)

Percentage of Provincial Support

The Percentage of Provincial Support is fixed at Ninety (90%) for the Term of the Agreement.

The percentage noted above is rounded to a whole number. Note that for payment purposes the percentage is calculated to 10 decimal places and is based on the Maximum Funds against the Project’s Estimated Total Net Eligible Costs as provided above.

“**Total Net Eligible Costs**” means all direct costs that are, in Ontario’s sole and absolute discretion, properly and reasonably incurred as per Schedule “E” of this Agreement by the Recipient under a contract for goods or services necessary for the implementation of the Project, less any HST rebate or any other rebates the Recipient has received, will receive or is eligible to receive from any government source.

F2 Holdback. The Province may withhold up to ten (10) percent from each payment of Funds the Province makes to the Recipient under this Agreement as a Holdback.

F3 Provision Of Funds. The Province will provide the Funds to the Recipient, subject to the terms and conditions of the Agreement, in accordance with the following:

MILESTONE PAYMENT SCHEDULE

Project Milestone Payment	Recipient Expected Date
Milestone 1: Agreement Execution	March 15, 2017
Milestone 2: Submission and Acceptance of Revised Budget Report (Submitted after 70% of the Project costs are awarded)	March 30, 2018
Milestone 3: Submission and Acceptance of Final Report	December 13, 2018

MILESTONE PAYMENT	AMOUNT	REQUIRED DOCUMENTATION
Subject to the terms and conditions of the Agreement:	-	-
<p>Milestone 1:</p> <p>Execution of the Agreement by both Parties.</p>	<p>An amount up to fifty-five percent (55%) of the Maximum Funds</p>	<p>An executed Agreement and a Council by-law / Board resolution authorizing the Recipient's entry into the Agreement.</p>
<p>Milestone 2:</p> <p>Upon receipt and acceptance by Ontario of required reports.</p> <p>If there is a variance between the date noted in Recipient Expected Date for Milestone 2 (noted above) and the actual date Milestone 2 will be submitted by the Recipient, notification must be provided as soon as possible to Ontario.</p>	<p>Provided it is not a negative figure, an amount up to seventy-five percent (75%) of either</p> <p>(i) The Maximum Funds, less the amount paid at Milestone 1;</p> <p style="text-align: center;">or</p> <p>(i) An amount calculated by multiplying the percentage of Maximum Funds against the Recipient's Revised Total Net Eligible Costs, less the amount paid at Milestone 1.</p>	<p>Construction Contract Award Report as described in Schedule "I" of this Agreement</p> <p>Revised Budget Report</p> <p>Progress Report</p>

<p>Milestone 3: Upon receipt and acceptance by Ontario of the Final Report. The Final Report shall be submitted within sixty (60) Business Days of the completion of the Project and no later than February 15, 2019 whichever is earliest.</p> <p>If there is a variance between the date noted in Recipient Expected Date for Milestone 3 (noted above) and the actual date Milestone 3 will be submitted by the Recipient, notification must be provided as soon as possible to Ontario.</p>	<p>Using the same method of calculation as in Milestone 2,</p> <p>(i) The balance of the Funds, if any, to the limit of the Maximum Funds</p> <p style="text-align: center;">or</p> <p>(ii) The balance, if any, of the Funds calculated by multiplying the Percentage of Provincial Support against the Recipient's Total Net Eligible Costs as certified in the Final Report,</p> <p>whichever aggregate amount is smaller.</p>	<p>Final Report</p>
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SCHEDULE “G”

ABORIGINAL CONSULTATION REQUIREMENTS

G1.1 Purpose. This Schedule sets out the responsibilities of the Province and the Recipient in relation to consultation with Aboriginal Groups on the Project, and to delegate procedural aspects of consultation from the Province to the Recipient.

G1.2 Definitions. For the purposes of this Schedule:

“**Section 35 Duty**” means any duty the Province may have to consult and, if required, accommodate Aboriginal Groups in relation to the Project flowing from section 35 of the *Constitution Act, 1982*.

G2.1 The Province’s Responsibilities. The Province is responsible for:

- (a) Determining the Aboriginal Groups to be consulted in relation to the Project, if any, and advising the Recipient of same;
- (b) The preliminary and ongoing assessment of the depth of consultation required with the Aboriginal Groups;
- (c) Delegating, at its discretion, procedural aspects of consultation to the Recipient pursuant to this Schedule;
- (d) Directing the Recipient to take such actions, including without limitation suspension as well as termination of the Project, as the Province may require;
- (e) Satisfying itself, where it is necessary to do so, that the consultation process in relation to the Project has been adequate and the Recipient is in compliance with this Schedule; and
- (f) Satisfying itself, where any Aboriginal or treaty rights and asserted rights of Aboriginal Groups require accommodation, that Aboriginal Groups are appropriately accommodated in relation to the Project.

G3.1 Recipient’s Responsibilities. The Recipient is responsible for:

- (a) Giving notice to the Aboriginal Groups regarding the Project as directed by the Province, if such notice has not already been given by the Recipient or the Province;
- (b) Immediately notifying the Province of contact by any Aboriginal Groups regarding the Project and advising of the details of the same;
- (c) Informing the Aboriginal Groups about the Project and providing to the Aboriginal Groups a full description of the Project unless such description has been previously provided to them;
- (d) Following up with the Aboriginal Groups in an appropriate manner to ensure that Aboriginal Groups are aware of the opportunity to express comments and concerns about the Project, including any concerns regarding adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to the Aboriginal Groups, and immediately advising the Province of the details of the same;
- (e) Informing the Aboriginal Groups of the regulatory and approval processes that apply to the Project of which the Recipient is aware after reasonable inquiry;
- (f) Maintaining the Aboriginal Groups on the Recipient’s mailing lists of interested parties for environmental assessment and other purposes and providing to the Aboriginal Groups all notices and communications that the Recipient provides to interested parties and any notice of completion;
- (g) Making all reasonable efforts to build a positive relationship with the Aboriginal Groups in relation to the Project;

- (h) Providing the Aboriginal Groups with reasonable opportunities to meet with appropriate representatives of the Recipient and meeting with the Aboriginal Groups to discuss the Project, if requested;
- (i) If appropriate, providing reasonable financial assistance to Aboriginal Groups to permit effective participation in consultation processes for the Project, but only after consulting with the Province;
- (j) Considering comments provided by the Aboriginal Groups regarding the potential impacts of the Project on Aboriginal or treaty rights or asserted rights, including adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to an Aboriginal Group, or on other interests, or any other concerns or issues regarding the Project;
- (k) Answering any reasonable questions to the extent of the Recipient's ability and receiving comments from the Aboriginal Groups, notifying the Province of the nature of the questions or comments received and maintaining a chart showing the issues raised by the Aboriginal Groups and any responses the Recipient has provided;
- (l) Where an Aboriginal Group asks questions regarding the Project directly of the Province, providing the Province with the information reasonably necessary to answer the inquiry, upon the Province's request;
- (m) Subject to section G3.1(o) of this Schedule "G" of the Agreement, where appropriate, discussing with the Aboriginal Groups potential accommodation, including mitigation of potential impacts on Aboriginal or treaty rights, asserted rights or associated interests regarding the Project and reporting to the Province any comments or questions from the Aboriginal Groups that relate to potential accommodation or mitigation of potential impacts;
- (n) Consulting regularly with the Province during all discussions with Aboriginal Groups regarding accommodation measures, if applicable, and presenting to the Province the results of such discussions prior to implementing any applicable accommodation measures;
- (o) Complying with the Province's direction to take any actions, including without limitation, suspension or termination of the Project, as the Province may require; and
- (p) Providing in any contracts with Third Parties for the Recipient's right and ability to respond to direction from the Province as the Province may provide.

G3.2 Acknowledgement By Recipient. The Recipient hereby acknowledges that, notwithstanding section A5.2 of the Agreement, the Province, any provincial ministry having an approval role in relation to the Project, or any responsible regulatory body, official, or provincial decision-maker, may participate in the matters and processes enumerated therein as they deem necessary.

G3.3 Recipient Shall Keep Records And Share Information. The Recipient shall carry out the following functions in relation to record keeping, information sharing and reporting to the Province:

- (a) Provide to the Province, upon request, complete and accurate copies of all documents provided to the Aboriginal Groups in relation to the Project;
- (b) Keep reasonable business records of all its activities in relation to consultation and provide the Province with complete and accurate copies of such records upon request;
- (c) Provide the Province with timely notice of any Recipient mailings to, or Recipient meetings with, the representatives of any Aboriginal Group in relation to the Project;
- (d) Immediately notify the Province of any contact by any Aboriginal Groups regarding the Project and provide copies to the Province of any documentation received from Aboriginal Groups;

- (e) Advise the Province immediately of any potential adverse impact of the Project on Aboriginal or treaty rights or asserted rights of which it becomes aware;
- (f) Immediately notify the Province if any Aboriginal archaeological resources are discovered in the course of the Project;
- (g) Provide the Province with summary reports or briefings on all of its activities in relation to consultation with Aboriginal Groups, as may be requested by the Province; and
- (h) If applicable, advise the Province if the Recipient and an Aboriginal Group propose to enter into an agreement directed at mitigating or compensating for any impacts of the Project on Aboriginal or treaty rights or asserted rights.

G3.4 Recipient Shall Assist The Province. The Recipient shall, upon request lend assistance to the Province by filing records and other appropriate evidence of the activities undertaken both by the Province and by the Recipient in consulting with Aboriginal Groups in relation to the Project, attending any regulatory or other hearings, and making both written and oral submissions, as appropriate, regarding the fulfillment of Aboriginal consultation responsibilities by the Province and by the Recipient, to the relevant regulatory or judicial decision-makers.

G4.1 No Acknowledgment Of Duty To Consult Obligations. Nothing in this Schedule shall be construed as an admission, acknowledgment, agreement or concession by the Province or the Recipient, that a Section 35 Duty applies in relation to the Project, nor that any responsibility set out herein is, under the Constitution of Canada, necessarily a mandatory aspect or requirement of any Section 35 Duty, nor that a particular aspect of consultation referred to in section G3.1 of this Schedule “G” of the Agreement is an aspect of the Section 35 Duty that could not have lawfully been delegated to the Recipient had the Parties so agreed.

G5.1 No Substitution. This Schedule shall be construed consistently with but does not substitute for any requirements or procedures in relation to Aboriginal consultation or the Section 35 Duty that may be imposed by a ministry, board, agency or other regulatory decision-maker acting pursuant to laws and regulations. Such decision-makers may have additional obligations or requirements. Nonetheless, the intent of the Province is to promote coordination among provincial ministries, boards and agencies with roles in consulting with Aboriginal Groups so that the responsibilities outlined in this Agreement may be fulfilled efficiently and in a manner that avoids, to the extent possible, duplication of effort by Aboriginal Groups, the Recipient, the Province, and provincial ministries, boards, agencies and other regulatory decision-makers.

G6.1 Notices In Relation To Schedule. All notices to the Province pertaining to this Schedule shall be in writing and shall be given sent to the person identified under section C6 of Schedule “C” of this Agreement.

[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE “H” FOLLOWS]

SCHEDULE “H” COMMUNICATIONS PROTOCOL

- H1** **Application Of Protocol.** This Protocol applies to all communications activities related to any funding the Recipient receives under this Agreement. Communications activities may include, but are not limited to:
- (a) Project signage
 - (b) Media events and announcements, including news conferences, public announcements, official events or ceremonies, news releases
 - (c) Printed materials
 - (d) Websites
 - (e) Photo compilations
 - (f) Award programs
 - (g) Awareness campaigns

- H2** **Project Signage.** The Province may require that a sign be installed at the site of the Project. If the Recipient installs a sign at the site of a Project, the Recipient will, at the Province’s request, provide acknowledgement of the provincial contribution to the Project. Sign design, content and installation guidelines will be provided by the Province.

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

The Recipient is responsible for the production and installation of Project signage, unless otherwise agreed upon in writing prior to the installation of the signage.

- H3** **Media Events.** The Province or the Recipient may request a media event, announcement or recognition of key milestones related to Project.

In requesting a media event or an announcement, the Party requesting the event will provide at least twenty-one (21) Business Days’ notice to the other Party of its intention to undertake such an event. The event will take place at a date and location that is mutually agreed to by the Parties. The Parties will have the opportunity to participate in such events through a designed representative. Each participant will choose its designated representative.

All joint communications material related to media events and announcements must be approved by the Province and recognize the funding provided by the Province.

Media events and announcements include but are not limited to:

- (a) News conferences
- (b) Public announcements
- (c) Official events or ceremonies
- (d) News releases

- H4** **Awareness Of Project.** The Recipient may include messaging in its own communications products and activities with regards to the Project. When undertaking such activities, the Recipient will provide the opportunity for the Province to participate and will recognize the funding provided by the Province.

H5 **Issues Management.** The Recipient will share information immediately with the Province should significant emerging media, Project or stakeholder issues relating to a Project arise. The Province will advise the Recipient, when appropriate, about media inquiries concerning the Project.

H6 **Communicating Success Stories.** The Recipient agrees to communicate with the Province for the purposes of collaborating on communications activities and products including but not limited to success stories and features relating to the Project.

The Recipient acknowledges and agrees that the Province may publicize information about the Project. The Province agrees it will use reasonable efforts to consult with the Recipient about the Province's publication about the Project prior to making it.

H7 **Disclaimer.** If the Recipient publishes any material of any kind relating to the Project or the Ontario Community Infrastructure Fund, the Recipient will indicate in the material that the views expressed in the material are the views of the Recipient and do not necessarily reflect the Province's views.

[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE “I” FOLLOWS]

SCHEDULE "I" REPORTS

- 11 Reports.** The Recipient will submit the following Reports in accordance with the reasonable directions provided by the Province by the date indicated in the chart immediately below and with such content as is satisfactory to the Province. The Province will provide the contents of the Report at a later date.

	Name of Report and Details Required	Due Date
1.	Construction Contract Award Report - a Report from council including a resolution or other municipal document recognizing the awarding of the Project tender(s)	Within fifteen (15) Business Days of a council resolution and no later than June 29, 2018.
2.	Revised Budget Report must be based on tenders awarded to complete the Project. The Recipient shall use the form provided by the Province.	Within fifteen (15) Business Days of a council resolution awarding the tender(s) and no later than June 29, 2018.
3.	Progress Report - The Recipient shall use the form provided by the Province.	Twice a year by May 15 and October 15 for the Term of the Agreement or until sixty (60) Business Days after the Project Completion Date. A Progress Report is also required as part of the submission for Milestone Two (2).
4.	Final Report - including statement of final incurred eligible expenses validated by invoices and/or payment certificates. The Recipient shall use the form provided by the Province.	Within sixty (60) Business Days of the Project Completion or no later than February 15, 2019 whichever is earliest.
5.	Other Reports or information as may be directed by Ontario from time to time, if any	On or before a date directed by Ontario.



Canada 150 Committee

Monday, February 27, 2017

4:30 p.m.

Committee Meeting Room

200 Broadway, 2nd Floor

MINUTES

1. Call to Order

The meeting was called to order at 4:35 p.m.

2. Adoption of Agenda

Resolution #1

Moved By: Aleksandra Webber

Seconded By: Virginia Armstrong

THAT the Agenda as prepared for the Canada 150 Committee meeting of Monday, February 27, 2017, be adopted.

Carried

3. Disclosures of Pecuniary Interest and the General Nature Thereof

No disclosures of pecuniary interest were declared.

4. Adoption of the Committee Minutes of Previous Meeting

Resolution #2

Moved By: Brian Stepheson

Seconded By: Aleksandra Webber

THAT the Minutes of the Canada 150 Committee meeting of January 30, 2017, be approved.

Carried

5. Welcome & Introduction of New Committee Members

Welcome Karen Smith and Wendy Cameron

Karen Smith provided a brief introduction of herself and noted that she represents the Tillsonburg Senior Centre.

Wendy Cameron provided her background and noted that she and her husband own the Sobeys store here in Tillsonburg.

6. Sub-Committee Appointments

6.1 Canada Day Sub-Committee

Resolution #3

Moved By: Virginia Armstrong

Seconded By: Paul Weaver

THAT the Canada 150 Committee appoints Tricia Smith and Brian Stephenson. Karen Smith, Alexandra as representatives of the committee to sit on the Town's Canada Day planning committee.

Carried

6.2 League of Nations

This is a re-creation of an event that happened on the lawn at Annandale House in the 1800's.

Resolution #4

Moved By: Virginia Armstrong

Seconded By: Aleksandra Webber

THAT the Canada 150 Committee appoints Patty Phelps, Paul Weaver, Virginia Armstrong and Jamie Stephenson to form the League of Nations Sub-Committee to plan activities for this event;

AND THAT a report, be brought back to the committee once an event plan has been finalized for consideration.

Carried

Harvest Festival

This could be added to the League of Nations event.

6.3 Poster Contest

To be deferred to the next meeting.

7. Canada 150 Promotional Material

6.1 Quotes for Canada 150 Pins & Custom Crests

Colleen Pepper, Marketing & Partnerships Officer for the Town, was in attendance and offered some suggestions regarding marketing and promotional material.

She suggested that the committee break up the merchandise needs and determine what is your Canada Day merchandise, what are the giveaway items for other events and what is the budget.

Canada 150 calendar – Colleen suggests that when submitting to the calendar that events have to tagged Canada 150 and then the name of the even. This is to ensure that when Canada 150 events are searched that the event pops up.

The committee will have to determine “what is a Canada 150 event” (fishing derby on Lake Lisgar?) and where do you want it displayed and how much information do you want on the calendar and on the landing page.

The discussion determined that as long as an event had some Canada 150 component then it should be listed on the calendar of events.

The Canada 150 Web Page requires staff support in that content will have to be added by internal staff.

The committee determined that it is not their role to sell and market merchandise. Dollars will be spent on giveaway merchandise only.

Moved by Virginia seconded by Paul

That staff investigates the purchase of 2500 Canada 150 pins (1.25” round) and provide costs to the committee.

Carried

The Marketing sub-committee, Virginia Armstrong, Irene Hurley and Jessico Melo, to meet and bring back a recommendation to the committee on marketing considerations and how to reach out to event coordinators.

A recent Curling event celebrated Canada’s 150 at the event but did not add it to the calendar.

To provide a recommendation on what message should be included in the community update in the Tillsonburg News in order to capture all the Canada 150 events.

Another suggestion was to encourage groups to post their events on facebook.

6.2 Community Centre & On-line Store

It was determined that this committee shall not market Canada 150 material as local merchants will be providing that service to the community.

6.3 Canada Day

The Canada Day sub-committee to provide a report at the March 20th committee meeting.

8. Celebration Tree Program Update

To be provided at the March 20, 2017 committee meeting.

9. Canada 150 Contests & Opportunities

9.1 Participaction 150 Playlist - <https://www.participaction.com/en-ca/programs/participaction-150-play-list>

10. Other Business

10.1 Marwood Metal – making Canada 150 steel piece.

They will be providing this to the Town for the celebration plaza grand opening.

10.2 The Seven Gables

E & E McLaughlin have stated that they will do a Canada 150 event at the grand opening of their B & B which is the renovated original Tillson House known as the Seven Gables.

11. Next Meeting

The next meeting of the Canada 150 Committee will be held on March 20, 2017 at 4:30 p.m. in the Committee Room. (TBD)

12. Adjournment

Resolution #6

Moved By: Aleksandra Webber

Seconded By: Mariana Carson

THAT the February 27, 2017 Meeting of the Canada 150 Committee, be adjourned at 5:35 p.m.

Carried



The Corporation of the Town of Tillsonburg

Museum Advisory Committee

Thursday, February 23 , 2017

4:30 pm

Program Room- 2nd floor Annandale NHS
30 Tillson Ave., Tillsonburg

MINUTES

ATTENDANCE

Bob Marsden, Patty Phelps, Dianne MacKeigan, Aleksandra Webber, Marianne Sandham, Mary Lou Sergeant, Jami lee Stephenson

MEMBERS ABSENT/REGRETS

Chris Rosehart

1. Call to Order

The meeting was called to order at 4:30 pm

2. Adoption of Agenda

Moved By- Mary Lou Sergeant

Seconded By- Jami Stephenson

Proposed Resolution # 1

THAT the Agenda for the Museum Advisory Committee meeting of February 23, 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 26, 2017

Moved By: Mary Lou Sergeant

Seconded By: Aleksandra Webber

Proposed Resolution # 2

THAT the Minutes of the Museum Advisory Committee Meeting of January 26 ,2017 be approved. Carried

Business arising from minutes:

Concern was expressed concerning security in 2nd floor programme room and hallway if Oxford Creative Connections uses the room as a gallery for artists' work.

Moved By: Mary Lou Sergeant

Seconded By: Jami Stephenson

Proposed Resolution # 3

THAT a letter be sent to Dave Morris asking the Historical Society to reconsider a proposal to install two cameras-one in the programme room and one in the second floor hallway outside this room. Carried

5. Delegations and Presentations- None

6. General Business & Reports

6.1. Financial- Balance in the Annandale House Trust Account- \$103,304.78

6.2. Tour Guides- Guides recruited for the scheduled hourly tours were kept fairly busy with a good response this year.

6.3. Curator's Report- The Curator's report was circulated and included the following highlights:

1. Numbers for January were close to 2016.
2. 25 people attended the opening of the Poems about Flowers show in the Pratt Gallery on February 3.
3. Family Day was a success with 113 people attending.
4. 11 people attended the first Dominion Day talk on Feb. 15
5. 34 season passes have been booked for the Lunch and Learn series. The first one featured Joan Weston's history of Lake Lisgar.
6. OCCI has booked the program room for 4 workshops. The first one on Feb.8th was attended by 12 people.
7. Funding for July 1st celebrations from the province didn't happen so the committee is looking at planning a smaller event.
8. Printed calendars for 2017's WWI project have been done and members received a copy.
9. Marie Blake will receive her 15 year pin from the town on March 13th with a ceremony in council chambers 4:30 to 5:30
10. Upcoming events: -
Women's Day floral workshop and tea -March 8
Last day of poem and art show- April 2
Next Lunch and Learn- March 23 and 24

Opening of The Great Flood exhibit- April 22 (65 years to the day after the flood)

Moved By Dianne MacKeigan Seconded By Mary Lou Sergeant

Proposed Resolution # 4

THAT the reports be adopted as circulated. Carried

7. Correspondence- none .

8. Other Business

8.1. Porch work remains undone but this work has been ACR'

9. Next Meeting- Thursday February 23,2017 at 4:30 pm

10. Adjournment

Moved by Jami lee Stephenson

Proposed Resolution #6

THAT the Museum Advisory Committee meeting of January 26, 2017 be adjourned at 5:30 pm

THE CORPORATION OF THE TOWN OF TILLSONBURG

BY-LAW NUMBER 4088

A BY-LAW to enter into an agreement with Her Majesty The Queen In Right Of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs.

WHEREAS the Government of Ontario has created the Ontario Community Infrastructure Fund Top-Up Application Component to: (1) provide stable funding to help small communities address critical core infrastructure needs in relation to roads, bridges, water and wastewater; (2) further strengthen municipal asset management practices within small communities; and (3) help small communities use a broad range of financial tools to address infrastructure challenges and provide long-term support for rehabilitation and repair of core infrastructure for those in most need.

WHEREAS The Town of Tillsonburg is desirous of entering into an Ontario Community Infrastructure Fund Top-Up Agreement with Her Majesty The Queen In Right Of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs.

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

1. THAT the agreement attached hereto forms part of this by-law;
2. THAT the Mayor and Town Clerk be hereby authorized to execute the attached OCIF Fund Agreement on behalf of the Corporation of the Town of Tillsonburg.

READ A FIRST AND SECOND TIME THIS 13th 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

ONTARIO COMMUNITY INFRASTRUCTURE FUND – APPLICATION-BASED COMPONENT AGREEMENT

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Agriculture, Food and Rural Affairs

(the “**Province**”)

– and –

The Corporation of the Town of Tillsonburg
(CRA# 126587195)

(the “**Recipient**”)

BACKGROUND

The Province created the Ontario Community Infrastructure Fund to: (1) provide stable funding to help small communities address critical core infrastructure needs in relation to roads, bridges, water and wastewater; (2) further strengthen municipal asset management practices within small communities; and (3) help small communities use a broad range of financing tools to address infrastructure challenges and provide long-term support for rehabilitation and repair of core infrastructure for those in most need.

The Ontario Community Infrastructure Fund is composed of two (2) components: (1) the Application-Based Component; and (2) the Formula-Based Component.

The Recipient has applied to the Application-Based Component of the Ontario Community Infrastructure Fund for funding to assist the Recipient in carrying out the Project and the Province wishes to provide funding for the Project.

The Recipient is eligible to receive funding under the Application-Based Ontario Community Infrastructure Fund to undertake a Project.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Parties agree as follows:

1.0 ENTIRE AGREEMENT

1.1 This Agreement, including:

Schedule “A” – General Terms And Conditions,
Schedule “B” – Additional Terms And Conditions,

Schedule "C" – Operational Requirements Under The Agreement,
Schedule "D" – Project Description,
Schedule "E" – Eligible And Ineligible Costs,
Schedule "F" – Financial Information,
Schedule "G" – Aboriginal Consultation Requirements,
Schedule "H" – Communications Protocol, and
Schedule "I" – Reports,

constitutes the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

2.0 COUNTERPARTS

2.1 This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

3.0 AMENDING AGREEMENT

3.1 This Agreement may only be amended by a written agreement duly executed by the Parties.

4.0 ACKNOWLEDGEMENT

4.1 The Recipient acknowledges and agrees that:

- (a) By receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *BPSAA*, the *PSSDA* and the *AGA*;
- (b) Her Majesty the Queen in Right of Ontario has issued expenses, perquisites and procurement directives and guidelines pursuant to the *BPSAA* that may be applicable to the Recipient;
- (c) The Funds are
 - (i) To assist the Recipient to carry out the Project and not to provide goods or services to the Program, and
 - (ii) Funding for the purposes of the *PSSDA*; and
- (d) The Province is not responsible for, nor does the Province have a managerial role in, the undertaking, implementation, completion, operation and/or maintenance of the Project. The Recipient will not seek to hold the Province responsible for the undertaking, implementation, completion, operation and/or maintenance of the Project through recourse to a third party, arbitrator, tribunal or court.

[REST OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the Parties have executed this Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO,
as represented by the Minister of Agriculture, Food and Rural Affairs

Name:	Randy Jackiw	Date	
Title:	Assistant Deputy Minister, Economic Development Division		

I have the authority to bind the Province pursuant to delegated authority.

THE CORPORATION OF THE TOWN OF TILLSONBURG

Signature:			
Name:	Stepehn Molnar		March 13, 2017
Title:	Mayor		

AFFIX CORPORATE
SEAL

Signature:			
Name:	Donna Wilson		March 13, 2017
Title:	Town Clerk		

I/We have the authority to bind the Recipient.

[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE “A” FOLLOWS]

SCHEDULE “A” GENERAL TERMS AND CONDITIONS

ARTICLE A1 INTERPRETATION AND DEFINITIONS

A1.1 Interpretation. For the purposes of interpreting this Agreement:

- (a) Words in the singular include the plural and vice versa;
- (b) Words in one gender include all genders;
- (c) The headings do not form part of this Agreement; they are for reference purposes only and will not affect the interpretation of the Agreement;
- (d) Any reference to dollars or currency will be in Canadian dollars and currency;
- (e) Any reference to a statute means a statute of the Province of Ontario, unless otherwise indicated;
- (f) Any reference to a statute is to that statute and to the regulations made pursuant to that statute as they may be amended from time to time and to any statute or regulations that may be passed that have the effect of supplanting or superseding that statute or regulation unless a provision of this Agreement provides otherwise;
- (g) All accounting terms will be interpreted in accordance with the Generally Accepted Accounting Principles used in Canada and all calculations will be made and all financial data to be submitted will be prepared in accordance with the Generally Accepted Accounting Principles used in Canada; and
- (h) The words “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

A1.2 Definitions. In this Agreement, the following terms will have the following meanings:

“**Aboriginal Group**” includes the Indian, Inuit and Métis peoples of Canada or any other group holding Aboriginal or treaty rights under section 35 of the *Constitution Act, 1982*.

“**Additional Provisions**” means the terms and conditions referred to in section A10.1 of Schedule “A” to this Agreement and specified in Schedule “B” of this Agreement.

“**AGA**” means the *Auditor General Act*.

“**Agreement**” means this agreement entered into between the Province and the Recipient and includes all of the Schedules listed in section 1.1 of this Agreement and any amending agreement entered into pursuant to section 3.1 of this Agreement.

“**Arm’s Length**” has the same meaning as set out in the *Income Tax Act* (Canada), as it read on the Effective Date of this Agreement.

“**Auditor General**” means the Auditor General of Ontario.

“**BPSAA**” means the *Broader Public Sector Accountability Act, 2010*.

“**Business Day**” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any other day on which the Province is closed for business.

“Communications Protocol” means the protocol set out under Schedule “H” of this Agreement.

“Conflict Of Interest” includes any circumstances where:

- (a) The Recipient; or
- (b) Any person who has the capacity to influence the Recipient’s decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient’s objective, unbiased and impartial judgment relating to the Project, the use of the Funds or both.

“Consultant” means any person the Recipient retains to undertake any part of the work related to this Agreement.

“Contract” means an agreement between the Recipient and a third-party whereby the third-party provides a good or service for the Project in return for financial consideration that the Recipient wants to pay from the Funds under this Agreement.

“Effective Date” means the date on which this Agreement is effective, as set out under section C1 of Schedule “C” of this Agreement.

“Eligible Costs” means those costs set out under section E1 of Schedule “E” of this Agreement.

“Event of Default” has the meaning ascribed to it in section A16.1 of Schedule “A” this Agreement.

“Expiration Date” means the date on which this Agreement will expire, as set out under section C2 of Schedule “C” of this Agreement unless amended or terminated prior to this date in accordance with the terms and conditions of this Agreement.

“FAA” means the *Financial Administration Act*.

“Failure” means a failure to comply with any term, condition, obligation under any other agreement that the Recipient has with Her Majesty the Queen in Right of Ontario or one of Her agencies.

“FIPPA” means the *Freedom of Information and Protection of Privacy Act*.

“First Nation” means a band, as defined under section 2(1) of the *Indian Act* (Canada).

“Funds” means the money the Province provides to the Recipient pursuant to this Agreement.

“Holdback” means the amount, set out under section F2 of Schedule “F” of this Agreement, that the Province may withhold from any payment owing to the Recipient under this Agreement.

“Indemnified Parties” means Her Majesty the Queen in Right of Ontario, Her Ministers, agents, appointees and employees.

“Ineligible Costs” means those costs set out under section E2 of Schedule “E” of this Agreement.

“Interest Earned” means the amount of money earned by the Recipient from placing the Funds in an interest bearing account as set out under section A4.4 of Schedule “A” of this Agreement.

“Local Services Board” means a board established under the *Northern Services Boards Act*.

“MA” means the *Municipal Act, 2001*.

“Maximum Funds” means the amount set out under section F1 of Schedule “F” of this Agreement.

“Notice” means any communication given or required to be given pursuant to this Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

“Parties” means the Province and the Recipient collectively.

“Party” means either the Province or the Recipient.

“Project” means the undertaking described in Schedule “D” of this Agreement.

“Project Completion Date” means the date set out under section C3 of Schedule “C” of this Agreement.

“PSSDA” means the *Public Sector Salary Disclosure Act, 1996*.

“Reports” means the reports set out under Schedule “I” of this Agreement.

“Requirements of Law” means all applicable statutes, regulations, by-laws, ordinances, codes, official plans, rules, approvals, permits, licenses, authorizations, orders, decrees, injunctions, directions and agreements with all authorities that now or at any time hereafter may relate to the Recipient, the Project, the Funds and this Agreement. Without limiting the generality of the foregoing, if the Recipient is subject to the *BPSAA*, the *PSSDA* or any other type of broader public sector accountability legislative provisions, the *BPSAA*, the *PSSDA* and those broader public sector accountability legislative provisions are deemed to be a Requirement of Law.

“Substantial Completion” has the same meaning as “substantially performed”, as defined under section 2(1) of the *Construction Lien Act*.

“Term” means the period of time beginning on the Effective Date of this Agreement and ending on the Expiration Date unless terminated earlier pursuant to Articles A14, A15 or A16 of this Agreement.

A1.3 Conflict. Subject to section A10.1 of Schedule “A” of this Agreement, in the event of a conflict between the terms and conditions set out in this Schedule “A” of the Agreement and the terms or conditions set out in any other Schedule of this Agreement, the terms and conditions set out under this Schedule “A” of the Agreement will prevail.

ARTICLE A2 EFFECTIVE DATE AND DURATION OF AGREEMENT

A2.1 Effective Date Of Agreement. This Agreement will take effect on its Effective Date.

A2.2 Expiration Date Of Agreement. This Agreement will expire on its Expiration Date.

ARTICLE A3 REPRESENTATIONS, WARRANTIES AND COVENANTS

A3.1 General. The Recipient represents, warrants and covenants that:

- (a) It is, and will continue to be for the Term of this Agreement, a validly existing legal entity with full power to fulfill its obligations under this Agreement;
- (b) It has, and will continue to have for the Term of this Agreement, the experience and expertise necessary to carry out the Project;
- (c) It has the financial resources necessary to carry out the Project and is not indebted to any person to the extent that that indebtedness would undermine the Recipient’s ability to complete the Project;
- (d) It is in compliance with all Requirements of Law and will remain in compliance with all Requirements of Law related to any aspect of the Project, the Funds or both for the Term of this Agreement; and
- (e) Unless otherwise provided for in this Agreement, any information the Recipient provided to the Province in support of its request for Funds, including any information relating to any eligibility requirements, was true and complete at the time the Recipient provided it.

A3.2 Execution Of Agreement. The Recipient represents and warrants that it has:

- (a) The full power and authority to enter into this Agreement; and
- (b) Taken all necessary actions to authorize the execution of this Agreement.

A3.3 Governance. The Recipient represents, warrants and covenants that it has, and will maintain, in writing for the Term of this Agreement:

- (a) A code of conduct and ethical responsibilities for all persons at all levels of the Recipient’s organization;
- (b) Procedures to ensure the ongoing effective functioning of the Recipient;
- (c) Decision-making mechanisms for the Recipient;
- (d) Procedures to enable the Recipient to manage the Funds prudently and effectively;
- (e) Procedures to enable the Recipient to successfully complete the Project;
- (f) Procedures to enable the Recipient to, in a timely manner, identify risks to the completion of the Project and develop strategies to address those risks;
- (g) Procedures to enable the preparation and delivery of all Reports required under this Agreement; and

- (h) Procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under this Agreement.

A3.4 Approvals, Licenses And Permits. The Recipient represents, warrants and covenants that it has or will apply for any approval, license, permit or similar authorization necessary to carry out the Project before carrying out the Project. For greater clarity, the Recipient acknowledges and agrees that the entering into this Agreement does not in any way obligate any regulatory authority established under an Act of the Ontario Legislature to issue any type of approval, license, permit or similar authorization that the Recipient may need or want in relation to undertaking the Project or to meet any other term or condition under this Agreement.

A3.5 Supporting Documentation. Upon request, and within the time period indicated in the Notice, the Recipient will provide the Province with proof of the matters referred to in Article A3 of this Agreement.

A3.6 Additional Covenants. The Recipient undertakes to advise the Province within five (5) Business Days of:

- (a) Any changes that affect its representations, warranties and covenants under sections A3.1 to A3.4 of Schedule "A" of this Agreement during the Term of the Agreement; and
- (b) Any actions, suits or other proceedings which could or would reasonably prevent the Recipient from complying with the terms and conditions of this Agreement.

A3.7 Recipient's Representations, Warranties And Covenants For The Benefit Of The Province. The Recipient acknowledges and agrees that the representations, warranties and covenants set out in this Article A3 of Schedule "A" of the Agreement are for the sole benefit of the Province.

A3.8 Provincial Reliance On Recipient's Representations, Warranties And Covenants. The Recipient acknowledges and agrees that the Province is relying on all of the representations, warranties and covenants set out in this Article A3 of Schedule "A" of this Agreement.

ARTICLE A4 FUNDS AND CARRYING OUT THE PROJECT

A4.1 Funds Provided. The Province will:

- (a) Provide the the Recipient up to the Maximum Funds for the sole purpose of carrying out the Project.
- (b) Provide the Funds to the Recipient in accordance with section F3 of Schedule "F" of this Agreement;
- (c) Deposit the Funds into an account designated by the Recipient, provided that account:
 - (i) Resides at a Canadian financial institution, and
 - (ii) Is in the name of the Recipient.

A4.2 Limitation On Payment Of Funds. Despite section A4.1 of Schedule "A" of this Agreement:

- (a) The Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as the Province may request pursuant to section A14.2 of Schedule "A" of this Agreement;

- (b) The Province is not obligated to provide any instalments of Funds until the Province is satisfied with the progress of the Project;
- (c) The Province may adjust the amount of Funds it provides to the Recipient without liability, penalty or costs based upon the Province's assessment of the information provided by the Recipient pursuant to Article A8 of Schedule "A" of this Agreement;
- (d) The Province may withhold the Holdback from each payment made under this Agreement and is not obligated to pay the Holdback to the Recipient for thirty (30) days after the Expiration Date of this Agreement; and
- (e) If, in the opinion of the Minister of Agriculture, Food and Rural Affairs, the Province does not receive the necessary appropriation from the Ontario Legislature for any payment under this Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) Reduce the amount of Funds and, in consultation with the Recipient, change the Project without liability, penalty or costs; or
 - (ii) Terminate the Agreement pursuant to section A15.1 of Schedule "A" of this Agreement.

A4.3 Use Of Funds And Project. The Recipient will:

- (a) Only use the Funds being provided under this Agreement toward the Project;
- (b) Carry out and complete any Projects in accordance with the terms and conditions of this Agreement;
- (c) Use the Funds only for Eligible Costs that are necessary to carry out the Project; and
- (d) Not use the Funds for Ineligible Costs.

A4.4 Interest Bearing Account. If the Province provides Funds to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution. The Recipient will hold the Funds in trust plus any Interest Earned thereon for the Province until the Recipient needs the Funds for the Project.

A4.5 No Provincial Payment Of Interest. The Province is not required to pay interest on any Funds under this Agreement. For greater clarity, this includes interest on any Funds that the Province has withheld paying to the Recipient pursuant to a term or condition set out in this Agreement.

A4.6 Rebates, Credits and Refunds. The Recipient acknowledges and agrees that the amount of Funds available to it pursuant to this Agreement is based on the actual costs to the Recipient, less any costs, including taxes, for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund.

A4.7 Maximum Funds. The Recipient acknowledges and agrees that the Funds available to it pursuant to this Agreement will not exceed the Maximum Funds.

A4.8 Project Financing. The Recipient acknowledges and agrees that:

- (a) It is solely responsible for making any alternative arrangements that may be required to obtain additional financing for the Project in the event that its original financing situation changes;
- (b) It is solely responsible for covering any unapproved expenditures and cost overruns; and
- (c) It is solely responsible for securing any additional financing required to complete the Project.

- A4.9 No Changes To The Project.** The Recipient will not make any changes to the Project without the prior written consent of the Province.
- A4.10 Project Completion.** The Recipient will Substantially Complete the Project by the Project Completion Date.
- A4.11 Disposal Of Assets.** The Recipient will not, without the Province's prior written consent, sell, lease, encumber or otherwise dispose of any asset purchased, rehabilitated or built with the Funds or for which Funds were provided for a period of five (5) years after the date in which the Project was completed.
- A4.12 Funding, Not Procurement.** For greater clarity, the Recipient acknowledges and agrees that:
- (a) It is receiving Funds from the Province for the Project and is not providing goods or services to the Province; and
 - (b) The Funds the Province is providing under this Agreement is funding for the purposes of the PSSDA.

ARTICLE A5 ABORIGINAL CONSULTATION

- A5.1 Provision Of Funds Dependent Upon The Province Meeting Its Duty To Consult Obligations.** The Recipient acknowledges and agrees that the provision of any Funds under this Agreement is strictly conditional upon the Province satisfying any obligations it may have to consult with and, if appropriate, accommodate any Aboriginal Group with an interest in the Project for the Project to proceed.
- A5.2 Recipient Is The Province's Delegate For Purposes Of Consultation With Aboriginal Groups.** By entering into this Agreement, the Province delegates the procedural aspects of any consultation obligations the Province may have with any Aboriginal Group in relation to the Project to the Recipient as set out in Schedule "G" of this Agreement. The Recipient, by signing this Agreement acknowledges that the Province has delegated the procedural aspects of any consultation obligations that the Province may have with any Aboriginal Group in relation to the Project and accepts said delegation and agrees to act diligently as the Province's delegate so as to preserve the Honour of the Crown in relation to any consultation obligations that the Province may have in relation to the Project.
- A5.3 Recipients Obligations In Relation To Consultations.** The Recipient will:
- (a) Be responsible for consulting with any Aboriginal Group that has an interest in the Project on behalf of the Province in accordance with Schedule "G" of this Agreement;
 - (b) Take directions from the Province in relation to consulting with any Aboriginal Group with an interest in the Project as well as any other directions that the Province may issue in relation to consultations, including suspending or terminating any Project in which Funds are directed; and
 - (c) Provide a detailed description of any actions it took in relation to consultation with any Aboriginal Group with an interest in the Project in its Reports.
- A5.4 Recipient Will Not Start Construction On Project Until Recipient Provides Evidence To The Province That Notice Of Project Has Been Given To Identified Aboriginal Groups.** Despite anything else in this Agreement, the Recipient will not commence or allow a third party to commence construction on any aspect of the Project for forty-five (45) Business

Days, or such other longer or shorter time as the Province may direct, after it has provided the Province with written evidence that the Recipient has sent notice about the Project to the Aboriginal Groups the Province has identified in accordance with Schedule "G" of this Agreement.

ARTICLE A6

RECIPIENT'S ACQUISITION OF GOODS AND SERVICES AND DISPOSAL OF ASSETS

- A6.1 Acquisition Of Goods And Services In Competitive Procurement Process.** The Recipient will acquire any goods and services for the Project through a transparent, competitive process that ensures the best value for any Funds expended and at no greater value than fair market value, after deducting trade discounts and/or other discounts available to the Recipient. Without limiting the generality of the foregoing, where the Recipient is a municipal entity to which the *MA* applies, the Recipient will follow its procurement policies required under the *MA*. Where the Recipient is a Local Services Board, the Recipient will obtain a minimum of three (3) written quotes for any goods or services exceeding twenty-five thousand dollars (\$25,000.00), unless the Province provides its prior written approval to obtain such goods or services in another manner. The Province may waive the requirements of this section A6.1 of Schedule "A" of the Agreement in writing if:
- (a) The goods or services the Recipient is purchasing are not readily available; or
 - (b) The Recipient has researched the market for a similar purchase within the last two (2) years and knows prevailing market costs for those good or services being purchased.
- A6.2 BPSAA.** For greater clarity, if the Recipient is subject to the *BPSAA* and there is a conflict between the *BPSAA* and a requirement under this Article A6 of the Agreement, the *BPSAA* will apply and prevail to the extent of that conflict.
- A6.3 Contracts.** The Recipient will ensure that all Contracts:
- (a) Are consistent with this Agreement;
 - (b) Do not conflict with this Agreement;
 - (c) Incorporate the relevant provisions of this Agreement to the fullest extent possible;
 - (d) Require that any parties to those Contracts comply with all Requirements of Law; and
 - (e) Authorize the Province to perform audits of the parties to those Contracts in relation to the Project or any Funds provided to those parties.
- A6.4 Use Of Consultants.** The Province recognizes and acknowledges that the Recipient may engage one or more Consultants for the purposes of carrying out the Project. The Recipient will have sole responsibility for hiring and terminating the employment of said Consultants. The Recipient further acknowledges and agrees that the Recipient will be responsible for all acts and actions of the Recipient's Consultants and that all such acts and actions will be treated as acts and actions of the Recipient for the purposes of this Agreement.
- A6.5 Trade Agreements.** If the Recipient is subject to any provincial or federal trade agreements to which the Province is a party, the Recipient will comply with the applicable requirements of such trade agreements. In particular, and without limitation, if the Recipient is subject to Annex 502.4 of the *Agreement on Internal Trade*, the Recipient will comply with all applicable requirements of Annex 502.4. In the event of any conflict between any requirement under Annex 502.4 and a requirement under this Article 6 of the Agreement, Annex 502.4 will apply and prevail to the extent of that conflict.

- A6.6 *Costs Of Contracts Not Awarded In Compliance With This Article May Be Deemed Ineligible.*** If the Province determines that the Recipient has awarded a Contract in a manner that is not in compliance with any requirement set out under this Article 6 of Schedule “A” of the Agreement, the Province may without liability, penalty or costs deem the costs associated with the Contract as being ineligible and will have no obligation to pay those costs.

ARTICLE A7 CONFLICT OF INTEREST

- A7.1 *No Conflict Of Interest.*** The Recipient will ensure that any Person associated with the Project in whatever capacity carries out the administration of any Funds in all its aspects without an actual, potential or perceived Conflict of Interest.
- A7.2 *Disclosure To The Province:*** The Recipient will:
- (a) Disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived Conflict Of Interest; and
 - (b) Comply with any terms and conditions that the Province may impose as a result of the disclosure.

ARTICLE A8 REPORTS, RECORDS, INSPECTION, AUDITS AND THE PROVISION OF INFORMATION

- A8.1 *Preparation And Submission.*** The Recipient will:
- (a) Submit to the Province at the address referred to in section C6 of Schedule “C” of this Agreement all Reports in accordance with the timelines set out in Schedule “I” of this Agreement and in the form specified by the Province;
 - (b) Ensure that all Reports are completed to the satisfaction of the Province; and
 - (c) Ensure that any compliance attestation that must be submitted with any Reports is completed and signed by the Recipient’s Administrative Officers/Clerk or Treasurer.
- A8.2 *Records Maintenance.*** The Recipient will keep and maintain:
- (a) All financial records, including invoices, relating to the Funds or otherwise to the Project in a manner consistent with generally acceptable accounting principles; and
 - (b) All non-financial documents and records relating to the Funds or otherwise to the Project in a manner consistent with all Requirements of Law,
- for a period of seven (7) years after the Expiration Date of this Agreement.
- A8.3 *Inspection.*** The Province, its authorized representatives or an independent auditor identified by the Province may, at its own expense, upon twenty-four (24) hours’ Notice to the Recipient during normal business hours, enter the Recipient’s premises or site of the Project to review the progress of the Project and the Recipient’s allocation and expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may take one or more of the following actions:
- (a) Inspect and copy the records and documents referred to in section A8.2 of Schedule “A” of this Agreement;
 - (b) Remove any copies made pursuant to section A8.3(a) of Schedule “A” of this Agreement from the Recipient’s premises; and
 - (c) Conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project or both.

A8.4 Disclosure. To assist in respect of the rights set out under section A8.3 of Schedule “A” of this Agreement, the Recipient will disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province and will do so in the form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.

A8.5 No Control Of Records. No provision of this Agreement will be construed so as to give the Province any control whatsoever over the Recipient’s records.

A8.6 Auditor General. For greater certainty, the Province’s rights under this Article of the Agreement are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the AGA.

A8.7 Provision Of Information. The Recipient will provide to the Province, within the time period set out in the Notice, such information in respect of this Agreement or the Project as the Province requests.

ARTICLE A9 COMMUNICATIONS

A9.1 Recipient To Follow Communications Protocol. The Recipient will follow the Communications Protocol.

A9.2 Publication By The Province. The Recipient agrees the Province may, in addition to any obligations the Province may have under *FIPPA*, publicly release information under this Agreement, including the Agreement itself, in hard copy or in electronic form, on the internet or otherwise.

ARTICLE A10 ADDITIONAL PROVISIONS

A10.1 Additional Provisions. The Recipient will comply with any Additional Provisions set out under Schedule “B” of this Agreement. In the event of a conflict or inconsistency between any of the requirements of the Additional Provisions and any requirements of this Schedule “A” of this Agreement, the Additional Provisions will prevail.

ARTICLE A11 DISCLOSURE OF INFORMATION PROVIDED TO THE PROVINCE

A11.1 FIPPA. The Recipient acknowledges that the Province is bound by the *FIPPA*.

A11.2 Disclosure Of Information. Any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with *FIPPA* and any other Requirements of Law.

ARTICLE A12

INDEMNITY, LIMITATION OF LIABILITY AND DUTY TO DEFEND

- A12.1 Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all direct or indirect liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with this Agreement, unless solely caused by the gross negligence or wilful misconduct of the Province.
- A12.2 Exclusion Of Liability.** The Recipient acknowledges and agrees that in no event will the Province be liable for any general, compensatory, incidental, special or consequential damages, or any loss of use, revenue or profit by the Recipient or the Recipient's officers, servants, employees and agents arising out of or in any way related to this Agreement.
- A12.3 Recipient's Participation.** The Recipient will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.
- A12.4 Province's Election.** The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of the Province under this Agreement, at law or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.
- A12.5 Settlement Authority.** The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of the Province. If the Recipient is requested by the Province to participate in or conduct the defence of any proceeding, the Province will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.
- A12.6 Recipient's Co-operation.** If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province to the fullest extent possible in the proceedings and any related settlement negotiations.

ARTICLE A13

INSURANCE

- A13.1 Recipient's Insurance.** The Recipient represents and warrants that it has, and will maintain for the for a period of ninety (90) days after the Province has approved the Recipient's Final Report attesting that the Project is complete, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than the amount set out under section C5 of Schedule "C" of this Agreement per occurrence. The policy will include the following:
- (a) The Indemnified Parties as additional insureds with respect to liability arising in the course or performance of the Recipient's obligations under, or otherwise in connection with, the Project or under this Agreement;

- (b) A cross-liability clause;
- (c) Contractual liability coverage;
- (d) Products and completed operations liability coverage;
- (e) Employer's liability coverage;
- (f) Tenant's legal liability coverage (for premises/building leases only); and
- (g) Non-owned automobile coverage with blanket contractual and physical damage coverage for hired automobiles; and
- (h) A thirty (30) day written notice of cancellation provision.

A13.2 Proof Of Insurance. The Recipient will provide the Province with certificates of insurance, or other proof as the Province may request within the time limit set out in that request, that confirms the insurance coverage as required under section A13.1 of Schedule "A" of this Agreement. For greater clarity, the Province may also request that the Recipient provide the Province with a copy of its insurance policy or insurance policies that relate to the Project.

A13.3 Right Of "First Call" On Insurance Proceeds. The Recipient will provide the Indemnified Parties with a right of "first call" or priority over any other person, including the Recipient, to use or enjoy the benefits of the proceeds from the insurance policy required under section A13.1 of Schedule "A" of this Agreement to pay any suits, judgments, claims, demands, expenses, actions, causes of action and losses (including without limitation, reasonable legal expenses and any claim for a lien made pursuant to the *Construction Lien Act* and for any and all liability, damages to property and injury to persons (including death)) that may be brought against the Indemnified Parties as a result of this Agreement.

ARTICLE A14 TERMINATION ON NOTICE

A14.1 Termination On Notice. The Province may terminate this Agreement at any time without liability, penalty or costs upon giving at least thirty (30) days' Notice to the Recipient.

A14.2 Consequences Of Termination On Notice By The Province. If the Province terminates this Agreement pursuant to section A14.1 of Schedule "A" of this Agreement, the Province may take one or more of the following actions:

- (a) Direct that the Recipient does not incur any costs for the Project that are Eligible Costs under this Agreement without the Province's prior written consent during the notice period set out under section A14.1 of Schedule "A" of this Agreement;
- (b) Cancel any further installments of the Funds;
- (c) Demand the repayment of any Funds, plus any Interest Earned thereon, remaining in the possession or under the control of the Recipient; and
- (d) Determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) Permit the Recipient to offset such costs against any amount owing to the Recipient; and/or
 - (ii) Subject to section A4.2(e) of Schedule "A" of this Agreement, provide Funds to the Recipient to cover such costs.

ARTICLE A15 TERMINATION WHERE NO APPROPRIATION

A15.1 Termination Where No Appropriation. If, as provided for in section A4.2(e) of Schedule “A” of this Agreement, the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to this Agreement, the Province may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Recipient.

A15.2 Consequences Of Termination Where No Appropriation. If the Province terminates this Agreement pursuant to section A15.1 of Schedule “A” of this Agreement, the Province may take one or more of the following actions:

- (a) Cancel any further installments of the Funds;
- (b) Demand the repayment of any Funds, plus any Interest Earned thereon, remaining in the possession or under the control of the Recipient; and
- (c) Determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A15.2(b) of Schedule “A” of this Agreement.

A15.3 No Additional Funds. For greater clarity, if the costs determined pursuant to section A15.2(c) of Schedule “A” of this Agreement exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

ARTICLE A16 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

A16.1 Events Of Default. Each of the following events will constitute an Event of Default:

- (a) In the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of this Agreement:
 - (i) Carry out the Project,
 - (ii) Use or spend the Funds,
 - (iii) Provide any Reports required under this Agreement, or
 - (iv) The Recipient fails to follow any directions that the Province provides under this Agreement;
- (b) The Recipient has provided false or misleading information to the Province;
- (c) The Recipient is unable to continue the Project or the Recipient is likely to discontinue the Project;
- (d) The Recipient’s operations, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (e) The Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application or an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (f) The Recipient ceases to operate.

A16.2 Consequences Of Events Of Default And Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) Initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) Provide the Recipient with an opportunity to remedy the Event of Default;
- (c) Suspend the payment of Funds for such a period as the Province determines appropriate;
- (d) Reduce the amount of Funds;
- (e) Cancel any further installments of the Funds;
- (f) Demand the repayment of any Funds plus any Interest Earned thereon remaining in the possession or under the control of the Recipient;
- (g) Demand the repayment of an amount equal to any Funds the Recipient used plus any Interest Earned thereon, but did not use in accordance with the terms and conditions of this Agreement;
- (h) Demand the repayment of an amount equal to any Funds the Province provided to the Recipient plus any Interest Earned thereon, even though the Project is partially completed; and
- (i) Terminate this Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A16.3 Opportunity To Remedy. If, in accordance with section A16.2(b) of Schedule "A" of this Agreement, the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) The particulars of the Event of Default; and
- (b) The Notice Period.

A16.4 Recipient Not Remediating. If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A16.2(b) of Schedule "A" of this Agreement, and;

- (a) The Recipient does not remedy the Event of Default within the Notice Period;
- (b) It becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) The Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A16.2(a), (c), (d), (e), (f), (g), (h) and (i) of Schedule "A" of this Agreement.

A16.5 When Termination Effective. Termination under this Article A16 of Schedule "A" of this Agreement will take effect as set out in the Notice.

ARTICLE A17 LOBBYISTS AND AGENT FEES

A17.1 Lobbyists And Agent Fees. The Recipient represents and warrants:

- (a) Any person hired by the Recipient to speak or correspond with any employee or other person representing the Province concerning any matter relating to any Funds under this Agreement or any benefit hereunder is registered, if required to register, pursuant to the *Lobbyists Registration Act, 1998*;
- (b) It has not and will not make a payment or other compensation to any other legal entity that is contingent upon or is calculated upon the provision of any Funds hereunder or negotiating the whole or any part of the terms or conditions of this Agreement; and
- (c) No money from the Province was used or will be used to lobby or otherwise secure the provision of any Funds in relation to this Agreement.

ARTICLE A18 FUNDS UPON EXPIRY

A18.1 Funds Upon Expiry. The Recipient will, upon the expiry of the Agreement, return to the Province any unspent Funds plus any Interest Earned thereon remaining in its possession or under its control.

ARTICLE A19 REPAYMENT

A19.1 Repayment Of Overpayment. If at any time during the Term of this Agreement the Province provides Funds in excess of the amount to which the Recipient is eligible to receive under this Agreement, the Province may:

- (a) Deduct an amount equal to the excess Funds plus any Interest Earned thereon from any further installments of the Funds; or
- (b) Demand that the Recipient pay an amount equal to the excess Funds plus any Interest Earned thereon to the Province.

A19.2 Debt Due. If, pursuant to this Agreement:

- (a) The Province demands the payment of any Funds plus Interest Earned or an amount equal to any Funds plus Interest Earned from the Recipient; or
- (b) The Recipient owes any Funds plus Interest Earned or an amount equal to any Funds plus Interest Earned to the Province, whether or not their return or repayment has been demanded by the Province,

such Funds plus Interest Earned or other amount will be deemed to be a debt due and owing to the Province by the Recipient and the Recipient will pay or return the amount to the Province immediately, unless the Province directs otherwise. For greater clarity, in the event that the Recipient makes an assignment, proposal, compromise or arrangement for the benefit of creditors or a creditor makes an application for an order adjudging the Recipient bankrupt or applies for the appointment of a receiver, this section A19.2 of Schedule "A" of this Agreement will not affect any Funds that the Recipient is holding in trust for the Province under section A4.4 of Schedule "A" of this Agreement.

A19.3 Interest Rate. The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A19.4 Payment Of Money To Province. The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address referred to in section C6 of Schedule "C" of this Agreement.

A19.5 Repayment. Without limiting the application of section 43 of the FAA, if the Recipient does not repay any amount owing under this Agreement, Her Majesty the Queen in Right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in Right of Ontario.

A19.6 Funds Are Part Of A Social Or Economic Program. The Recipient acknowledges and agrees that any Funds provided under this Agreement are for the administration of social or economic programs or the provision of direct or indirect support to members of the public in connection with social or economic policy.

ARTICLE A20 NOTICE

A20.1 Notice In Writing And Addressed. Notice will be in writing and will be delivered by email, postage-paid mail, personal delivery or fax and will be addressed to the Province and the Recipient respectively as set out in section C6 of Schedule “C” of this Agreement or as either Party later designates to the other by written Notice.

A20.2 Notice Given. Notice will be deemed to have been given:

- (a) In the case of postage-paid mail, five (5) Business Days after the Notice is mailed; or
- (b) In the case of email, personal delivery or fax, one (1) Business Day after the Notice is delivered.

A20.3 Postal Disruption. Despite section A20.2(a) of Schedule “A” of this Agreement, in the event of a postal disruption,

- (a) Notice by postage-paid mail will not be deemed to be received; and
- (b) The Party giving Notice will provide Notice by email, personal delivery or fax.

ARTICLE A21 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A21.1 Consent. When the Province provides its consent pursuant to this Agreement, that consent will not be considered valid unless that consent is in writing and the person providing the consent indicates in the consent that that person has the specific authority to provide that consent. The Province may also impose any terms and conditions on the consent and the Recipient will comply with such terms and conditions.

ARTICLE A22 SEVERABILITY OF PROVISIONS

A22.1 Invalidity Or Unenforceability Of Any Provision. The invalidity or unenforceability of any provision in this Agreement will not affect the validity or enforceability of any other provision of this Agreement. Any invalid or unenforceable provision will be deemed to be severed.

ARTICLE A23 WAIVER

A23.1 Waivers In Writing. If a Party fails to comply with any term or condition of this Agreement that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A20 of Schedule “A” of this Agreement. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply. For greater clarity, where the Province chooses to waive a term or condition of this Agreement, such waiver will only be binding if provided by a person who indicates in writing that he or she has the specific authority to provide the waiver.

**ARTICLE A24
INDEPENDENT PARTIES**

A24.1 *Parties Independent.* The Recipient acknowledges and agrees that it is not an agent, joint venturer, partner or employee of the Province and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.

**ARTICLE A25
ASSIGNMENT OF AGREEMENT OR FUNDS**

A25.1 *No Assignment.* The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under this Agreement.

A25.2 *Agreement Binding.* All rights and obligations contained in this Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

**ARTICLE A26
GOVERNING LAW**

A26.1 *Governing Law.* This Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with this Agreement will be conducted in the Courts of Ontario, which will have exclusive jurisdiction over such proceedings.

**ARTICLE A27
FURTHER ASSURANCES**

A27.1 *Agreement Into Effect.* The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of this Agreement to their full extent.

**ARTICLE A28
JOINT AND SEVERAL LIABILITY**

A28.1 *Joint And Several Liability.* Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under this Agreement.

**ARTICLE A29
RIGHTS AND REMEDIES CUMULATIVE**

A29.1 *Rights And Remedies Cumulative.* The rights and remedies of the Province under this Agreement are cumulative and are in addition to, and not in substitution of, any of its rights and remedies provided by law or in equity.

**ARTICLE A30
JOINT AUTHORSHIP**

A30.1 *Joint Authorship Of Agreement.* The Parties will be considered joint authors of this Agreement and no provision herein will be interpreted against one Party by the other Party because of authorship. No Party will seek to avoid a provision herein because of its authorship through recourse to a third party, court, tribunal or arbitrator.

**ARTICLE A31
FAILURE TO COMPLY WITH OTHER AGREEMENT**

A31.1 *Other Agreements.* If the Recipient:

- (a) Has committed a Failure;
 - (b) Has been provided with notice of such Failure in accordance with the requirements of such other agreement;
 - (c) Has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
 - (d) Such Failure is continuing,
- the Province may suspend the payment of Funds under this Agreement without liability, penalty or costs for such period as the Province determines appropriate.

**ARTICLE A32
SURVIVAL**

A32.1 *Survival.* The provisions of this Agreement that by their nature survive the expiration or early termination of this Agreement will so survive for a period of seven (7) years from the Expiry Date expiry or date of termination. Without limiting the generality of the foregoing, the following Articles and sections, and all applicable cross-referenced sections and schedules will continue in full force and effect for a period of seven (7) years from the Expiry Date or the date of termination: Article A1 and any other applicable definitions, section A4.2(e), A4.7, section A5.2, Article A7, section A8.1 (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province), sections A8.2, A8.3, A8.4, A8.5, A8.6, Article A12, section A14.2, sections A15.2 and A15.3, sections A16.1, A16.2(d), (e), (f), (g) and (h), Article A18, Article A19, Article A20, Article A22, section A25.2, Article A26, Article A28, Article A29, Article A30, Article A31 and Article A32.

A32.2 *Survival After Creation.* Despite section A32.1 of this Agreement, section A8.2 of this Agreement, including all cross-referenced provisions and Schedules, will continue in full force and effect for a period of seven (7) years from the date in which that document or record referred to in section A8.2 of this Agreement was created.

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SCHEDULE “B” ADDITIONAL TERMS AND CONDITIONS

- B1.1 *The Province May Impose Additional Conditions On The Recipient.*** The Province may impose, at any time, such additional terms or conditions on the Recipient in terms of the Recipient’s operations, behaviour or responsibilities that relate to the use of any Funds which the Province considers, acting reasonably, appropriate for the proper expenditure and management of the Funds. For greater certainty, any additional terms or conditions the Province may impose shall be supplements to the existing terms and conditions of this Agreement as opposed to amendments to the terms and conditions of this Agreement.
- B1.2 *Behaviour Of Recipient.*** The Recipient will carry out any Project to which Funds are directed in an economical and business-like manner, in accordance with the terms and conditions of this Agreement, subject to any additional conditions the Province may impose under section B1.1 of Schedule “B” of this Agreement or any reasonable amendments the Province may agree to or require from time to time in writing.
- B1.3 *New Information.*** In the event of new information, errors, omissions or other circumstances affecting the determination of the amount of any Funds being provided under this Agreement, the Province may, in its sole and absolute discretion, adjust the Funds being provided under this Agreement.

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SCHEDULE “C” OPERATIONAL REQUIREMENTS UNDER THE AGREEMENT

- C1** *Effective Date.* The Effective Date of this Agreement is the date in which the Province signs the Agreement.
- C2** *Expiration Date.* Unless this Agreement is terminated earlier, this Agreement shall expire on March 31, 2020.
- C3** *Project Completion Date.* The Project will be completed no later than December 31, 2018. For clarity this means Substantial Completion must have occurred.
- C4** *Submission Of Reports.* All Reports under this Agreement will be submitted to the Province using the address supplied under section C6 of Schedule “C” or any other person identified by the Province in writing.
- C5** *Insurance Amount.* The amount of insurance the Recipient will have for the purposes of section A13.1 of Schedule “A” of this Agreement no less than two million dollars (\$2,000,000.00).
- C6** *Providing Notice.* All Notices under this Agreement will be provided to:

TO THE PROVINCE	TO THE RECIPIENT
Ministry of Agriculture, Food and Rural Affairs Rural Programs Branch 1 Stone Road West, 4NW Guelph, Ontario N1G 4Y2 Attention: Manager, Infrastructure Renewal Programs Fax: 519-826-3398 Email: OCIFApps@ontario.ca	The Corporation of the Town of Tillsonburg 200 Broadway, 2nd Floor Tillsonburg, ON N4G 5A7 Attention: Kevin De Leebeeck, Director of Operations Fax: (519) 842-9431 Email: kdeleebeeck@tillsonburg.ca

or any other person identified by the Parties in writing.

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SCHEDULE “D” PROJECT DESCRIPTION

The project is for the reconstruction of Concession Street East, and includes the complete reconstruction of the pavement structure including new barrier curb and gutter with parking stalls, sidewalks, and storm drainage improvements. Output: Asset has been renewed and meets any relevant conditions and regulatory approvals. Outcomes: Increased traffic safety and flow; Improved road drainage.

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SCHEDULE "E" ELIGIBLE AND INELIGIBLE COSTS

E1 *Eligible Costs.* Subject to the terms and conditions of this Agreement and section E2 of this Schedule "E" of the Agreement, Eligible Costs shall only include all direct and incremental costs that are attributable to the development and implementation of the Project and are in the Province's sole and absolute discretion, properly and reasonably incurred as well as necessary for the Project. Eligible Costs must also be actual, verifiable cash outlays to third party vendors that are documented through invoices, receipts or other records that are acceptable to the Province.

Without limiting the generality of the foregoing, Eligible Costs will only include the following:

- (a) The capital costs of constructing, rehabilitating, replacing or improving, in whole or in part, the tangible core infrastructure asset noted in the Project Description in Schedule "D" of the Agreement;
- (b) All planning and assessment costs, such as the costs of environmental planning, surveying, engineering, architectural supervision, testing and management consulting services;
- (c) The costs for permits, approvals, licences and other authorizing documents, as well as inspections and other fees directly attributable to obtaining a permit, approval, license or other authorizing document, provided those costs are directly attributable to the construction and implementation of Project,
- (d) The costs for consulting with an Aboriginal Group, including the Recipient's legal fees, provided they are reasonable, on matters pertaining to the Project, including the translation of documents into languages spoken by the affected Aboriginal Group, but does not include any capacity-building funding unless specifically approved by Ontario in writing prior to being incurred;
- (e) The costs of Project-related signage, lighting, Project markings and utility adjustments;
- (f) The costs of joint communication activities, such as press releases, press conferences, translation and road signage recognition, as described in Schedule "G" of this Agreement; and
- (g) Other costs that are, in Ontario's sole and absolute discretion, direct, incremental and necessary for the successful implementation of the Project, provided those costs have been approved by Ontario in writing prior to being incurred.

E2 *Ineligible Costs.* The following costs are Ineligible Costs and are therefore ineligible to be paid from the Funds being provided under this Agreement:

- (a) Costs incurred not in accordance with section A6.1 of Schedule "A" of this Agreement;
- (b) Costs incurred prior to July 4, 2016 or after the Project Completion Date;
- (c) Costs associated with the acquisition or leasing of:
 - (i) Land,
 - (ii) Buildings,
 - (iii) Equipment,
 - (iv) Other facilities, and
 - (v) Obtaining easements, including the costs or expenses for surveys, and includes real estate fees and other related costs;

- (d) Costs associated with moveable/transitory assets (e.g. portable generators, etc.) or rolling stock (e.g. trucks, graders, etc.)
- (e) Costs related to recreational trails.
- (f) Legal fees, other than those associated with consultation with Aboriginal Groups (provided such legal fees are reasonable;
- (g) Taxes, regardless of any rebate eligibility;
- (h) The value of any goods and services which are received through donations or in kind;
- (i) Employee wages and benefits, overhead costs as well as other direct or indirect operating, maintenance and administrative costs incurred by the Recipient for the Project, and more specifically, but without limiting the generality of the foregoing, costs relating to services delivered directly by permanent employees of the Recipient;
- (j) Unreasonable meal, hospitality or incidental costs or expenses of Consultants;
- (k) Costs associated with completing applications for the Ontario Community Infrastructure Fund;
- (l) Costs of accommodation for any Aboriginal Group; and
- (m) Costs incurred contrary to section A17.1 of Schedule "A" of this Agreement.

E3 **Costs Of Non-Arm's Length Parties.** The costs or expenses of goods or services acquired from parties that are not Arm's Length from the Recipient must be valued at the cost of the supplying entity and shall not include any mark up for profit, return on investment or overhead costs and shall not exceed fair market value. The Province may not consider the eligibility of any of these costs unless access is provided to the relevant records of the supplying entity.

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SCHEDULE “F” FINANCIAL INFORMATION

F1 *Maximum Funds.* Subject to the terms and conditions of this Agreement, Ontario will provide the Recipient with an amount up to Eight Hundred Thousand Nine Hundred and Seventeen Dollars (\$800,917) in Funds for Eligible Costs for the Project.

Project’s Estimated Total Net Eligible Costs: \$889,908
(Original budget from application)

Percentage of Provincial Support

The Percentage of Provincial Support is fixed at Ninety (90%) for the Term of the Agreement.

The percentage noted above is rounded to a whole number. Note that for payment purposes the percentage is calculated to 10 decimal places and is based on the Maximum Funds against the Project’s Estimated Total Net Eligible Costs as provided above.

“**Total Net Eligible Costs**” means all direct costs that are, in Ontario’s sole and absolute discretion, properly and reasonably incurred as per Schedule “E” of this Agreement by the Recipient under a contract for goods or services necessary for the implementation of the Project, less any HST rebate or any other rebates the Recipient has received, will receive or is eligible to receive from any government source.

F2 *Holdback.* The Province may withhold up to ten (10) percent from each payment of Funds the Province makes to the Recipient under this Agreement as a Holdback.

F3 *Provision Of Funds.* The Province will provide the Funds to the Recipient, subject to the terms and conditions of the Agreement, in accordance with the following:

MILESTONE PAYMENT SCHEDULE

Project Milestone Payment	Recipient Expected Date
Milestone 1: Agreement Execution	March 15, 2017
Milestone 2: Submission and Acceptance of Revised Budget Report (Submitted after 70% of the Project costs are awarded)	March 30, 2018
Milestone 3: Submission and Acceptance of Final Report	December 13, 2018

MILESTONE PAYMENT	AMOUNT	REQUIRED DOCUMENTATION
Subject to the terms and conditions of the Agreement:	-	-
<p>Milestone 1:</p> <p>Execution of the Agreement by both Parties.</p>	<p>An amount up to fifty-five percent (55%) of the Maximum Funds</p>	<p>An executed Agreement and a Council by-law / Board resolution authorizing the Recipient's entry into the Agreement.</p>
<p>Milestone 2:</p> <p>Upon receipt and acceptance by Ontario of required reports.</p> <p>If there is a variance between the date noted in Recipient Expected Date for Milestone 2 (noted above) and the actual date Milestone 2 will be submitted by the Recipient, notification must be provided as soon as possible to Ontario.</p>	<p>Provided it is not a negative figure, an amount up to seventy-five percent (75%) of either</p> <p>(i) The Maximum Funds, less the amount paid at Milestone 1;</p> <p style="text-align: center;">or</p> <p>(i) An amount calculated by multiplying the percentage of Maximum Funds against the Recipient's Revised Total Net Eligible Costs, less the amount paid at Milestone 1.</p>	<p>Construction Contract Award Report as described in Schedule "I" of this Agreement</p> <p>Revised Budget Report</p> <p>Progress Report</p>

<p>Milestone 3: Upon receipt and acceptance by Ontario of the Final Report. The Final Report shall be submitted within sixty (60) Business Days of the completion of the Project and no later than February 15, 2019 whichever is earliest.</p> <p>If there is a variance between the date noted in Recipient Expected Date for Milestone 3 (noted above) and the actual date Milestone 3 will be submitted by the Recipient, notification must be provided as soon as possible to Ontario.</p>	<p>Using the same method of calculation as in Milestone 2,</p> <p>(i) The balance of the Funds, if any, to the limit of the Maximum Funds</p> <p style="text-align: center;">or</p> <p>(ii) The balance, if any, of the Funds calculated by multiplying the Percentage of Provincial Support against the Recipient's Total Net Eligible Costs as certified in the Final Report,</p> <p>whichever aggregate amount is smaller.</p>	<p>Final Report</p>
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SCHEDULE “G”

ABORIGINAL CONSULTATION REQUIREMENTS

G1.1 Purpose. This Schedule sets out the responsibilities of the Province and the Recipient in relation to consultation with Aboriginal Groups on the Project, and to delegate procedural aspects of consultation from the Province to the Recipient.

G1.2 Definitions. For the purposes of this Schedule:

“**Section 35 Duty**” means any duty the Province may have to consult and, if required, accommodate Aboriginal Groups in relation to the Project flowing from section 35 of the *Constitution Act, 1982*.

G2.1 The Province’s Responsibilities. The Province is responsible for:

- (a) Determining the Aboriginal Groups to be consulted in relation to the Project, if any, and advising the Recipient of same;
- (b) The preliminary and ongoing assessment of the depth of consultation required with the Aboriginal Groups;
- (c) Delegating, at its discretion, procedural aspects of consultation to the Recipient pursuant to this Schedule;
- (d) Directing the Recipient to take such actions, including without limitation suspension as well as termination of the Project, as the Province may require;
- (e) Satisfying itself, where it is necessary to do so, that the consultation process in relation to the Project has been adequate and the Recipient is in compliance with this Schedule; and
- (f) Satisfying itself, where any Aboriginal or treaty rights and asserted rights of Aboriginal Groups require accommodation, that Aboriginal Groups are appropriately accommodated in relation to the Project.

G3.1 Recipient’s Responsibilities. The Recipient is responsible for:

- (a) Giving notice to the Aboriginal Groups regarding the Project as directed by the Province, if such notice has not already been given by the Recipient or the Province;
- (b) Immediately notifying the Province of contact by any Aboriginal Groups regarding the Project and advising of the details of the same;
- (c) Informing the Aboriginal Groups about the Project and providing to the Aboriginal Groups a full description of the Project unless such description has been previously provided to them;
- (d) Following up with the Aboriginal Groups in an appropriate manner to ensure that Aboriginal Groups are aware of the opportunity to express comments and concerns about the Project, including any concerns regarding adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to the Aboriginal Groups, and immediately advising the Province of the details of the same;
- (e) Informing the Aboriginal Groups of the regulatory and approval processes that apply to the Project of which the Recipient is aware after reasonable inquiry;
- (f) Maintaining the Aboriginal Groups on the Recipient’s mailing lists of interested parties for environmental assessment and other purposes and providing to the Aboriginal Groups all notices and communications that the Recipient provides to interested parties and any notice of completion;
- (g) Making all reasonable efforts to build a positive relationship with the Aboriginal Groups in relation to the Project;

- (h) Providing the Aboriginal Groups with reasonable opportunities to meet with appropriate representatives of the Recipient and meeting with the Aboriginal Groups to discuss the Project, if requested;
- (i) If appropriate, providing reasonable financial assistance to Aboriginal Groups to permit effective participation in consultation processes for the Project, but only after consulting with the Province;
- (j) Considering comments provided by the Aboriginal Groups regarding the potential impacts of the Project on Aboriginal or treaty rights or asserted rights, including adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to an Aboriginal Group, or on other interests, or any other concerns or issues regarding the Project;
- (k) Answering any reasonable questions to the extent of the Recipient's ability and receiving comments from the Aboriginal Groups, notifying the Province of the nature of the questions or comments received and maintaining a chart showing the issues raised by the Aboriginal Groups and any responses the Recipient has provided;
- (l) Where an Aboriginal Group asks questions regarding the Project directly of the Province, providing the Province with the information reasonably necessary to answer the inquiry, upon the Province's request;
- (m) Subject to section G3.1(o) of this Schedule "G" of the Agreement, where appropriate, discussing with the Aboriginal Groups potential accommodation, including mitigation of potential impacts on Aboriginal or treaty rights, asserted rights or associated interests regarding the Project and reporting to the Province any comments or questions from the Aboriginal Groups that relate to potential accommodation or mitigation of potential impacts;
- (n) Consulting regularly with the Province during all discussions with Aboriginal Groups regarding accommodation measures, if applicable, and presenting to the Province the results of such discussions prior to implementing any applicable accommodation measures;
- (o) Complying with the Province's direction to take any actions, including without limitation, suspension or termination of the Project, as the Province may require; and
- (p) Providing in any contracts with Third Parties for the Recipient's right and ability to respond to direction from the Province as the Province may provide.

G3.2 Acknowledgement By Recipient. The Recipient hereby acknowledges that, notwithstanding section A5.2 of the Agreement, the Province, any provincial ministry having an approval role in relation to the Project, or any responsible regulatory body, official, or provincial decision-maker, may participate in the matters and processes enumerated therein as they deem necessary.

G3.3 Recipient Shall Keep Records And Share Information. The Recipient shall carry out the following functions in relation to record keeping, information sharing and reporting to the Province:

- (a) Provide to the Province, upon request, complete and accurate copies of all documents provided to the Aboriginal Groups in relation to the Project;
- (b) Keep reasonable business records of all its activities in relation to consultation and provide the Province with complete and accurate copies of such records upon request;
- (c) Provide the Province with timely notice of any Recipient mailings to, or Recipient meetings with, the representatives of any Aboriginal Group in relation to the Project;
- (d) Immediately notify the Province of any contact by any Aboriginal Groups regarding the Project and provide copies to the Province of any documentation received from Aboriginal Groups;

- (e) Advise the Province immediately of any potential adverse impact of the Project on Aboriginal or treaty rights or asserted rights of which it becomes aware;
- (f) Immediately notify the Province if any Aboriginal archaeological resources are discovered in the course of the Project;
- (g) Provide the Province with summary reports or briefings on all of its activities in relation to consultation with Aboriginal Groups, as may be requested by the Province; and
- (h) If applicable, advise the Province if the Recipient and an Aboriginal Group propose to enter into an agreement directed at mitigating or compensating for any impacts of the Project on Aboriginal or treaty rights or asserted rights.

G3.4 Recipient Shall Assist The Province. The Recipient shall, upon request lend assistance to the Province by filing records and other appropriate evidence of the activities undertaken both by the Province and by the Recipient in consulting with Aboriginal Groups in relation to the Project, attending any regulatory or other hearings, and making both written and oral submissions, as appropriate, regarding the fulfillment of Aboriginal consultation responsibilities by the Province and by the Recipient, to the relevant regulatory or judicial decision-makers.

G4.1 No Acknowledgment Of Duty To Consult Obligations. Nothing in this Schedule shall be construed as an admission, acknowledgment, agreement or concession by the Province or the Recipient, that a Section 35 Duty applies in relation to the Project, nor that any responsibility set out herein is, under the Constitution of Canada, necessarily a mandatory aspect or requirement of any Section 35 Duty, nor that a particular aspect of consultation referred to in section G3.1 of this Schedule “G” of the Agreement is an aspect of the Section 35 Duty that could not have lawfully been delegated to the Recipient had the Parties so agreed.

G5.1 No Substitution. This Schedule shall be construed consistently with but does not substitute for any requirements or procedures in relation to Aboriginal consultation or the Section 35 Duty that may be imposed by a ministry, board, agency or other regulatory decision-maker acting pursuant to laws and regulations. Such decision-makers may have additional obligations or requirements. Nonetheless, the intent of the Province is to promote coordination among provincial ministries, boards and agencies with roles in consulting with Aboriginal Groups so that the responsibilities outlined in this Agreement may be fulfilled efficiently and in a manner that avoids, to the extent possible, duplication of effort by Aboriginal Groups, the Recipient, the Province, and provincial ministries, boards, agencies and other regulatory decision-makers.

G6.1 Notices In Relation To Schedule. All notices to the Province pertaining to this Schedule shall be in writing and shall be given sent to the person identified under section C6 of Schedule “C” of this Agreement.

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SCHEDULE “H” COMMUNICATIONS PROTOCOL

- H1** **Application Of Protocol.** This Protocol applies to all communications activities related to any funding the Recipient receives under this Agreement. Communications activities may include, but are not limited to:
- (a) Project signage
 - (b) Media events and announcements, including news conferences, public announcements, official events or ceremonies, news releases
 - (c) Printed materials
 - (d) Websites
 - (e) Photo compilations
 - (f) Award programs
 - (g) Awareness campaigns

- H2** **Project Signage.** The Province may require that a sign be installed at the site of the Project. If the Recipient installs a sign at the site of a Project, the Recipient will, at the Province’s request, provide acknowledgement of the provincial contribution to the Project. Sign design, content and installation guidelines will be provided by the Province.

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

The Recipient is responsible for the production and installation of Project signage, unless otherwise agreed upon in writing prior to the installation of the signage.

- H3** **Media Events.** The Province or the Recipient may request a media event, announcement or recognition of key milestones related to Project.

In requesting a media event or an announcement, the Party requesting the event will provide at least twenty-one (21) Business Days’ notice to the other Party of its intention to undertake such an event. The event will take place at a date and location that is mutually agreed to by the Parties. The Parties will have the opportunity to participate in such events through a designed representative. Each participant will choose its designated representative.

All joint communications material related to media events and announcements must be approved by the Province and recognize the funding provided by the Province.

Media events and announcements include but are not limited to:

- (a) News conferences
- (b) Public announcements
- (c) Official events or ceremonies
- (d) News releases

- H4** **Awareness Of Project.** The Recipient may include messaging in its own communications products and activities with regards to the Project. When undertaking such activities, the Recipient will provide the opportunity for the Province to participate and will recognize the funding provided by the Province.

H5 *Issues Management.* The Recipient will share information immediately with the Province should significant emerging media, Project or stakeholder issues relating to a Project arise. The Province will advise the Recipient, when appropriate, about media inquiries concerning the Project.

H6 *Communicating Success Stories.* The Recipient agrees to communicate with the Province for the purposes of collaborating on communications activities and products including but not limited to success stories and features relating to the Project.

The Recipient acknowledges and agrees that the Province may publicize information about the Project. The Province agrees it will use reasonable efforts to consult with the Recipient about the Province's publication about the Project prior to making it.

H7 *Disclaimer.* If the Recipient publishes any material of any kind relating to the Project or the Ontario Community Infrastructure Fund, the Recipient will indicate in the material that the views expressed in the material are the views of the Recipient and do not necessarily reflect the Province's views.

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SCHEDULE "I" REPORTS

- 11 Reports.** The Recipient will submit the following Reports in accordance with the reasonable directions provided by the Province by the date indicated in the chart immediately below and with such content as is satisfactory to the Province. The Province will provide the contents of the Report at a later date.

	Name of Report and Details Required	Due Date
1.	Construction Contract Award Report - a Report from council including a resolution or other municipal document recognizing the awarding of the Project tender(s)	Within fifteen (15) Business Days of a council resolution and no later than June 29, 2018.
2.	Revised Budget Report must be based on tenders awarded to complete the Project. The Recipient shall use the form provided by the Province.	Within fifteen (15) Business Days of a council resolution awarding the tender(s) and no later than June 29, 2018.
3.	Progress Report - The Recipient shall use the form provided by the Province.	Twice a year by May 15 and October 15 for the Term of the Agreement or until sixty (60) Business Days after the Project Completion Date. A Progress Report is also required as part of the submission for Milestone Two (2).
4.	Final Report - including statement of final incurred eligible expenses validated by invoices and/or payment certificates. The Recipient shall use the form provided by the Province.	Within sixty (60) Business Days of the Project Completion or no later than February 15, 2019 whichever is earliest.
5.	Other Reports or information as may be directed by Ontario from time to time, if any	On or before a date directed by Ontario.

6.5.19.1 Notwithstanding any provisions of this By-Law to the contrary, no *person* shall within any R1A-19 zone *use any lot, or erect, alter, or use any building or structure* for any purpose except the following:

all uses permitted in Table 6.1.

6.5.19.2 Notwithstanding any provisions of this By-Law to the contrary, no *person* shall within any R1A-19 Zone *use any lot, or erect, alter, or use any building or structure* for any purpose except in accordance with the following provisions:

6.5.19.2.1 LOT COVERAGE

Maximum **40 %**

6.5.19.2.2 REAR YARD DEPTH

Minimum **7.0 m (22.97 ft)**

6.5.19.2.2 PERMITTED PROJECTIONS & ENCROACHMENTS FOR COVERED DECKS, PATIOS & PORCHES

Notwithstanding Table 5.37.1- Permitted Projections into Required Yards, covered decks, patios and porches within any R1A-19 Zone may project **4.0 m (13.12 ft)** into any required rear yard. In no circumstance shall the minimum setback between the projection and rear lot line be less than **3.0 m (9.8 ft)**.

6.5.19.3 That all of the provisions of the R1A Zone in Section 6.2 of this By-Law, as amended, shall apply and further, that all other provisions of this By-Law, as amended, that are consistent with the provisions herein shall continue to apply *mutatis mutandis*.”

4. That Section 6.5 to By-Law Number 3295, as amended, is hereby further amended by adding the following at the end thereof:

“6.5.20 **LOCATION: SOUTH AND NORTH SIDE OF WILSON AVENUE, SOUTH OF CONCESSION STREET, ANDREWS CROSSING (PARTS 1-4 OF 41R-9418, PART OF BLOCK A, PLAN 1082, PART LOT 7 CONCESSION 12 (DEREHAM) R1A-20 (KEY MAP 22)**

6.5.20.1 Notwithstanding any provisions of this By-Law to the contrary, no *person* shall within any R1A-20 zone *use any lot, or erect, alter, or use any building or structure* for any purpose except the following:

all uses permitted in Table 6.1.

6.5.20.2 Notwithstanding any provisions of this By-Law to the contrary, no *person* shall within any R1A-20 Zone *use any lot, or erect, alter, or use any building or structure* for any purpose except in accordance with the following provisions:

6.5.20.2.1 EXTERIOR SIDE YARD WIDTH

- Minimum **4.5 m (14.76 ft)**
- 6.5.20.3 That all of the provisions of the R1A Zone in Section 6.2 of this By-Law, as amended, shall apply and further, that all other provisions of this By-Law, as amended, that are consistent with the provisions herein shall continue to apply mutatis mutandis.”
5. That Section 7.5 to By-Law Number 3295, as amended, is hereby further amended by adding the following at the end thereof:
- “7.5.13 **LOCATION: DEREHAM DRIVE, WEST OF DENRICH AVENUE– ANDREWS CROSSING (PARTS 1-4 OF 41R-9418, PART OF BLOCK A, PLAN 1082, PART LOT 7 CONCESSION 12 (DEREHAM) R2-13 (KEY MAP 22)**
- 7.5.13.1 Notwithstanding any provisions of this By-Law to the contrary, no *person* shall within any R2-13 zone *use any lot, or erect, alter, or use any building or structure* for any purpose except the following:
- all uses permitted* in Table 7.1.
- 7.5.13.2 Notwithstanding any provisions of this By-Law to the contrary, no *person* shall within any R2-13 Zone *use any lot, or erect, alter, or use any building or structure* for any purpose except in accordance with the following provisions:
- 7.5.13.2.1 LOT COVERAGE
- Maximum **45 %**
- 7.5.13.2.2 FRONT YARD DEPTH
- Minimum **5.0 m (16.4 ft)**
- 7.5.13.2.3 REAR YARD DEPTH
- Minimum **6.0 m (19.69 ft)**
- 7.5.13.2.4 EXTERIOR SIDE YARD WIDTH
- Minimum **4.5 m (14.76 ft)**
- 7.5.13.2.5 PERMITTED PROJECTIONS & ENCROACHMENTS FOR COVERED DECKS, PATIOS & PORCHES
- Notwithstanding Table 5.37.1- Permitted Projections into Required Yards, covered decks, patios and porches within any R2-13 Zone may project **3.0 m (9.8 ft)** into any required rear yard. In no circumstance shall the minimum setback between the projection and rear lot line be less than **3.0 m (9.8 ft)**.
- 7.5.13.3 That all of the provisions of the R2 Zone in Section 7.2 of this By-Law, as amended, shall apply and further, that all other provisions of this By-Law, as amended, that are consistent with the provisions herein shall continue to apply mutatis mutandis.”

6. That Section 7.5 to By-Law Number 3295, as amended, is hereby further amended by adding the following at the end thereof:

“7.5.14 **LOCATION: DEREHAM DRIVE, EAST OF QUARTER TOWN LINE & DENRICH AVENUE– ANDREWS CROSSING (PARTS 1-4 OF 41R-9418, PART OF BLOCK A, PLAN 1082, PART LOT 7 CONCESSION 12 (DEREHAM) R2-14 (KEY MAP 22)**

7.5.14.1 Notwithstanding any provisions of this By-Law to the contrary, no *person* shall within any R2-14 zone *use any lot, or erect, alter, or use any building or structure* for any purpose except the following:

all uses permitted in Table 7.1.

7.5.14.2 Notwithstanding any provisions of this By-Law to the contrary, no *person* shall within any R2-14 Zone *use any lot, or erect, alter, or use any building or structure* for any purpose except in accordance with the following provisions:

7.5.14.2.1 REAR YARD DEPTH

Minimum **6.0 m** (19.69 ft)

7.5.14.2.2 EXTERIOR SIDE YARD WIDTH

Minimum **4.5 m** (14.76 ft)

7.5.14.2.3 PERMITTED PROJECTIONS & ENCROACHMENTS FOR COVERED DECKS, PATIOS & PORCHES

Notwithstanding Table 5.37.1- Permitted Projections into Required Yards, covered decks, patios and porches within any R2-14 Zone may project **3.0 m** (9.8 ft) into any required rear yard. In no circumstance shall the minimum setback between the projection and rear lot line be less than **3.0 m** (9.8 ft).

7.5.14.3 That all of the provisions of the R2 Zone in Section 7.2 of this By-Law, as amended, shall apply and further, that all other provisions of this By-Law, as amended, that are consistent with the provisions herein shall continue to apply *mutatis mutandis*.”

7. That Section 7.5 to By-Law Number 3295, as amended, is hereby further amended by adding the following at the end thereof:

“7.5.15 **LOCATION: ANDREWS CROSSING (PARTS 1-4 OF 41R-9418, PART OF BLOCK A, PLAN 1082, PART LOT 7 CONCESSION 12 (DEREHAM) R2-15 (KEY MAP 22)**

7.5.15.1 Notwithstanding any provisions of this By-Law to the contrary, no *person* shall within any R2-15 zone *use any lot, or erect, alter, or use any building or structure* for any purpose except the following:

all uses permitted in Table 7.1.

7.5.15.2 Notwithstanding any provisions of this By-Law to the contrary, no *person* shall within any R2-15 Zone *use any lot, or erect, alter, or use any*

building or *structure* for any purpose except in accordance with the following provisions:

- 7.5.15.2.1 LOT COVERAGE
- Maximum **45 %**
- 7.5.15.2.2 REAR YARD DEPTH
- Minimum **6.0 m (19.69 ft)**
- 7.5.15.2.3 EXTERIOR SIDE YARD WIDTH
- Minimum **4.5 m (14.76 ft)**
- 7.5.15.2.4 PERMITTED PROJECTIONS & ENCROACHMENTS FOR COVERED DECKS, PATIOS & PORCHES

Notwithstanding Table 5.37.1- Permitted Projections into Required Yards, covered decks, patios and porches within any R2-15 Zone may project **3.0 m (9.8 ft)** into any required rear yard. In no circumstance shall the minimum setback between the projection and rear lot line be less than **3.0 m (9.8 ft)**.

- 7.5.15.3 That all of the provisions of the R2 Zone in Section 7.2 of this By-Law, as amended, shall apply and further, that all other provisions of this By-Law, as amended, that are consistent with the provisions herein shall continue to apply *mutatis mutandis*.”

8. That Section 8.6 to By-Law Number 3295, as amended, is hereby further amended by adding the following at the end thereof:

“8.6.13 **LOCATION: EAST SIDE OF DENRICH AVENUE, NORTH OF DEREHAM DRIVE–ANDREWS CROSSING (PARTS 1-4 OF 41R-9418, PART OF BLOCK A, PLAN 1082, PART LOT 7 CONCESSION 12 (DEREHAM) R3-13 (KEY MAP 22)**

- 8.6.13.1 Notwithstanding any provisions of this By-Law to the contrary, no *person* shall within any R3-13 zone *use any lot, or erect, alter, or use any building or structure* for any purpose except the following:

all uses permitted in Table 8.1.

- 8.6.13.2 Notwithstanding any provisions of this By-Law to the contrary, no *person* shall within any R3-13 Zone *use any lot, or erect, alter, or use any building or structure* for any purpose except in accordance with the following provisions:

- 8.6.13.2.1 LOT COVERAGE
- Maximum **50 %**
- 8.6.13.2.2 REAR YARD DEPTH
- Minimum **6.0 m (19.69 ft)**

8.6.13.2.3 PERMITTED PROJECTIONS & ENCROACHMENTS FOR COVERED DECKS,
PATIOS & PORCHES

Notwithstanding Table 5.37.1- Permitted Projections into Required Yards, covered decks, patios and porches within any R3-13 Zone may project **3.0 m** (9.8 ft) into any required rear yard. In no circumstance shall the minimum setback between the projection and rear lot line be less than **3.0 m** (9.8 ft).

8.6.13.3 That all of the provisions of the R3 Zone in Section 8.2 of this By-Law, as amended, shall apply and further, that all other provisions of this By-Law, as amended, that are consistent with the provisions herein shall continue to apply mutatis mutandis.”

9. This By-Law comes into force in accordance with Sections 34(21) and (30) of the Planning Act, R.S.O. 1990, as amended.

READ a first and second time this 13th day of March, 2017.

READ a third time and finally passed this 13th day of March, 2017.

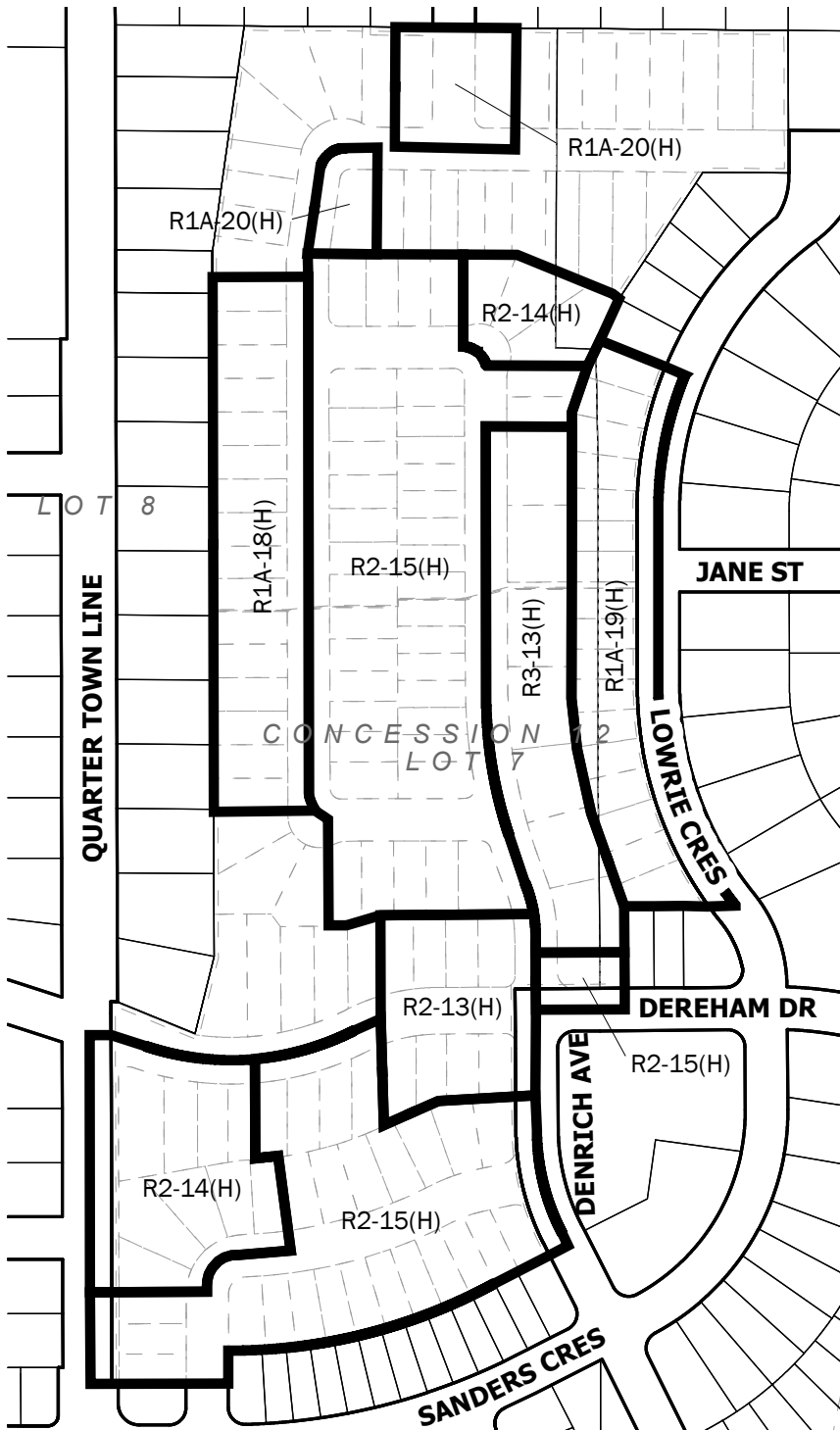
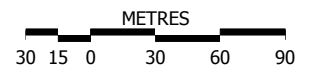
Mayor Stephen Molnar

Town Clerk - Donna Wilson

SCHEDULE "A"

TO BY-LAW No. 4089

PT OF BLOCK A, PLAN 1082, AND
 PT OF LOT 7, CONCESSION 12 (DEREHAM),
 PARTS 2 AND 3 AND PT OF PARTS 1 AND 4,
 REFERENCE PLAN 41R9418
 TOWN OF TILLSONBURG



- R1A-18(H)** AREA OF ZONE CHANGE TO R1A-18(H)
- R1A-19(H)** AREA OF ZONE CHANGE TO R1A-19(H)
- R1A-20(H)** AREA OF ZONE CHANGE TO R1A-20(H)
- R2-13(H)** AREA OF ZONE CHANGE TO R2-13(H)
- R2-14(H)** AREA OF ZONE CHANGE TO R2-14(H)
- R2-15(H)** AREA OF ZONE CHANGE TO R2-15(H)
- R3-13(H)** AREA OF ZONE CHANGE TO R3-13(H)

THIS IS SCHEDULE "A"

TO BY-LAW No. 4089, PASSED

THE 13th DAY OF February, 2017

MAYOR

CLERK

NOTE: ALL DIMENSIONS IN METRES
 THIS BY-LAW IS INTENDED TO
 ENCOMPASS ALL OF THE REMAINING
 DEVELOPABLE LANDS OF PHASES 1 AND
 2 OF THE DRAFT PLAN OF SUBDIVISION
 32T-06005, NORTH OF REGISTERED PLAN
 41M-241

THE CORPORATION OF THE TOWN OF TILLSONBURG

BY-LAW NUMBER 4090

BEING A BY-LAW to confirm the proceedings of Council at its meeting held on the 13th 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 13, 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 the 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 13th 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