The Corporation of the Town of Tillsonburg
Council Meeting
AGENDA

Monday, December 12, 2022
6:00 PM
Council Chambers
200 Broadway, 2nd Floor

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1. **Call to Order**

2. **Closed Session**

   Proposed Resolution
   Moved By: _____
   Seconded By: _____
   THAT Council move into Closed Session to consider personal matters about an identifiable individual, including Town employees (CAO Performance Appraisal).

3. **Moment of Silence**

4. **Adoption of Agenda**

   Proposed Resolution
   Moved By: _____
   Seconded By: _____
   THAT the Agenda as prepared for the Council meeting of Monday, December 12, 2022, be adopted.

5. **Disclosures of Pecuniary Interest and the General Nature Thereof**

6. **Adoption of Council Minutes of Previous Meeting**

   Proposed Resolution
   Moved By: _____
   Seconded By: _____
   THAT the minutes of the Council orientation session meetings of November 21 and

November 22, 2022 and the Council meeting minutes of November 21, 2022, be approved.

7. Presentations

7.1 Soccer Fields Request

Presented by: Brett Harrington, John Twinem and Michael Papaioannou

Proposed Resolution
Moved By: _____
Seconded By: _____
THAT Council receives the Soccer Fields Request Delegation, as information.

7.2 Mobile Outreach Bus

Presented by: Abbie Boesterd, Oxford County Community Health Centre, Outreach Worker

Proposed Resolution
Moved By: _____
Seconded By: _____
THAT Council receives the Mobile Outreach Bus Presentation, as information.

7.3 Petition- Heavy Trucks- Goshen, Ontario, Ball, Lincoln and Tillson Streets

Presented by: Marian Smith

Proposed Resolution
Moved By: _____
Seconded By: _____
THAT Council receives the Petition- Heavy Trucks- Goshen, Ontario, Ball, Lincoln and Tillson Streets, as information.

7.4 Long-Term Service Award for Deputy Mayor Beres

Presented by: Mayor Gilvesy

Proposed Resolution
Moved By: _____
Seconded By: _____
THAT Council receives the Long-Term Service Award for Deputy Mayor Beres, as information.

8. Public Meetings

Proposed Resolution

Moved By: _____

Seconded By: _____

THAT Council move into the Committee of Adjustment to hear an application for Minor Variance at _____ P.M.

8.1 Application for Minor Variance A13-22 53 Queen Street

Proposed Resolution

Moved By: _____

Seconded By: _____

That the Town of Tillsonburg Committee of Adjustment **approve** Application File A13/22 submitted by Town of Tillsonburg Non-Profit Housing Corporation, for lands described as Lots 459, 460-462, 464, Plan 500, in the Town of Tillsonburg, as it relates to:

1. Relief from **Section 10.4.2.2 – Net Residential Density**, to increase the maximum permitted net residential density from 144.9 dwelling units per hectare (58.7 dwelling units per acre) to 149.8 dwelling units per hectare (60.6 dwelling units per acre);

2. Relief from **Section 10.2.1- Children's Outdoor Play Area for Apartment Dwellings**, to reduce the minimum required children's outdoor play area from 1 m^2 per unit to nil;

3. Relief from **Section 10.4.2.3.2 – Number of Apartment Units**, to increase the total permitted number of apartment units from 60 to 62, to facilitate the creation of 2 new affordable apartment dwellings within an existing apartment building.

Proposed Resolution

Moved By: _____

Seconded By: _____

THAT Council move out of Committee of Adjustment and move back into regular Council session at _____ P.M.

9. Planning Reports

9.1 Application for Consent B22-58-7 110 Concession St W

Proposed Resolution

Moved By: _____

Seconded By: _____

THAT The Council of the Town of Tillsonburg advise the Oxford County Land Division Committee that the Town does not support the application for consent as the proposed lot to be severed is excessive and does not represent an efficient use of land or municipal services within a fully serviced settlement area.

10. Deputation(s) on Committee Reports

10.1 DTBIA Board of Management 2023-2026

Presented by: Mark Renaud, Executive Director, BIA

Proposed Resolution
Moved By: _____
Seconded By: _____
THAT the following individuals be appointed to the DTBIA Board of Management for the term of 2023-2026:

- Ben Cressman
- Brandon Thompson
- Cedric Tomico
- Cheryl Fody
- Emily Odorjan
- Jessy Rhora
- Marcel Rosehart
- Mark Tedesco
- Michelle Gleeson
- Mike Bossy
- Wendy Cameron

11. Information Items

11.1 Town of Tillsonburg's Response to Bill 23 More Homes Built Fast Act 2022

11.2 Long Point Region Conservation Authority Calls on Province to Reconsider Bill 23

11.3 Watson & Associates Economists Ltd. Assessment of Bill 23

11.4 MNRF- Changes under the Oil, Gas and Salt Resources Act- Geologic Carbon Storage

Proposed Resolution
Moved By: _____
Seconded By: _____
THAT Council receives the correspondence dated November 24, 2022 to the Ministry of Municipal Affairs and Housing, correspondence dated November 22,

2022 from Long Point Region Conservation Authority, Watson and Associates Economist Limited dated November 17, 2022 and correspondence from the Ministry of Natural Resources and Forestry, as information.

11.5 Tillsonburg Hydro Inc. MOU Review Committee

Proposed Resolution
Moved By: _____
Seconded By: _____
THAT Council appoints CAO Kyle Pratt, _____ and _____ to participate in the THI Board's MSA/MOUD Review Committee.

12. Staff Reports

12.1 Chief Administrative Officer

12.2 Corporate Services

12.2.1 CS 22-33 Cultural Grants Request Forge Fest

Proposed Resolution
Moved By: _____
Seconded By: _____
THAT Council receives report CS 22-33 Cultural Grant Funding Request, as information;

AND THAT the Council authorizes the funding in the amount of $600.00 to Forge Fest as a cultural grant to assist in costing involved with the concert series held at the Station Arts Centre.

12.2.2 CS 22-35 Amendments to Procedural By-Law- Electronic meetings

Proposed Resolution
Moved By: _____
Seconded By: _____
THAT Council receives CS 22-35, Amendments to Procedural By-Law;

AND THAT Council direct staff to bring back an amendment to the procedural by-law to allow for electronic participation in meetings for reasons other than for emergencies and pandemic reasons as currently stated.

12.2.3 CS 22-34 Traffic Advisory Committee

Proposed Resolution
Moved By: _____
Seconded By: _____
THAT Council receives report CS 22-34 Traffic Advisory Committee;

AND THAT Council adopts the drafted Terms of Reference for the Traffic Advisory Committee.

12.3 Economic Development

12.3.1 EDM 22-29 Offer to Purchase- 1410 Bell Mill Sideroad

Proposed Resolution
Moved By: _____
Seconded By: _____
THAT a by-law be brought forward to authorize the Mayor and Clerk to enter into an agreement of purchase and sale with Metalfer Iron Designs Inc for the Unopened Right-of-Way, described as a Road Allowance Between Concession 3 and 4, North of Talbot Road, Middleton, East of Bell Mill Sideroad and West of Portion 25 on 431429.

12.4 Finance

12.4.1 FIN 22-29 - Property Tax Arrears

Proposed Resolution
Moved By: _____
Seconded By: _____
THAT Council receives report FIN 22-29 - Property Tax Arrears as information.

12.4.2 FIN 22-30 - 2023 Updated Rates and Fees - Follow Up

Proposed Resolution
Moved By: _____
Seconded By: _____
THAT Council receives report FIN 22-30 2023 Rates and Fees;

AND THAT a By-Law to provide a schedule of fees for certain municipal applications, services, and permits be brought forward for Council consideration.

12.5 Fire and Emergency Services

12.5.1 FRS 22-05 Revised Emergency Management By-law and Program Report

Proposed Resolution
Moved By: _____
Seconded By: _____
THAT Council receives Report FRS 22-05 Revised Emergency Management By-law and Program Report;

AND THAT the attached By-law and Town of Tillsonburg Emergency Management Program be adopted by Council.

12.6 Operations and Development

12.7 Recreation, Culture and Parks

12.7.1 RCP 22-25 Amendment to RZone Policy December 2022

Proposed Resolution
Moved By: _____
Seconded By: _____
THAT Council receives report RCP-22-25, Amendment to Policy 9-009-: RZone Policy;

AND THAT Council approves and adopts the revised RZone Policy for the Town of Tillsonburg as presented;

AND THAT a By-Law to amend By-Law 4340, RZone Policy, be brought forward for Council's consideration.

12.7.2 RCP 22-26 - Awarding RFP 2022-03 - Snack Bar and Concession Lease

Proposed Resolution
Moved By: _____
Seconded By: _____
THAT Council receives Report RCP 22-26 Concession Lease – Awarding RFQ 2022-003 – TCC Snack Bar & Waterpark Concession Lease;

AND THAT the lease for the concession at the Tillsonburg Community Centre be awarded to Chrissy's Catering for the term of January 1, 2023 through December 31, 2025, at the annualized rate of $4,500.00 plus HST;

AND THAT the one-year pilot lease for the Waterpark Concession is included in the contract for the term of June 17, 2023 – September 4, 2023 at a total rate of $800.00;

AND THAT a By-law is brought forward for approval once the contract is signed.

12.7.3 RCP 22-27 - Arena Dehumidifier Replacement

Proposed Resolution
Moved By: _____
Seconded By: _____
That Report RCP 22-27 Recreation, Culture & Parks – Arena Dehumidifier Replacement, be received; and

THAT the quote provided by CIMCO Refrigeration for $152,769 + HST, to supply and install a dehumidifier unit for the arena be approved.

12.7.4 RCP 22-28 Facility Asset Management Audit Report

Proposed Resolution
Moved By: _____
Seconded By: _____
THAT Report RCP 22-28 Facility Asset Management Audit Report prepared by Roth Integrated Asset Management Strategies (IAMS) Inc. be received as information; and

THAT Staff use the data provided in the audit to help guide the RCP 10 year capital budget and beyond, as part of the overall Corporate Facility Asset Management Plan.

12.8 Mayor's Office

12.8.1 MYR 22-03 CAO Performance Appraisal Committee

Proposed Resolution
Moved By: _____
Seconded By: _____
That a CAO Performance Appraisal Committee be formed consisting of Mayor Gilvesy, Councillor _____ and Councillor _____.

13. New Business

14. Consideration of Committee Minutes

14.1 Committee Minutes

Proposed Resolution
Moved By: _____
Seconded By: _____
THAT Council receives the following Tillsonburg Advisory Committee Minutes as

information:

- November 14, 2022 Tillsonburg Transit Advisory Committee Minutes
- October 26, 2022 and November 23, 2022 Affordable and Attainable Housing Advisory Committee Minutes
- November 8, 2022 Economic Development Advisory Committee Minutes
- November 16, 2022 Boundary Adjustment Committee Minutes

14.2 Police Services Board Minutes

Proposed Resolution
Moved By: _____
Seconded By: _____
THAT Council receives the Police Services Board minutes dated September 21, 2022 and October 19, 2022, as information.

15. Motions/Notice of Motions

15.1 Town Owned Lands List

Proposed Resolution
Moved By: _____
Seconded By: _____
Moved by: Councillor Parker

Seconded by: Councillor Rosehart

THAT a staff report be brought forward to Council to provide a list of all Town owned lands.

15.2 OGRA Board of Directors

Proposed Resolution
Moved By: _____
Seconded By: _____
THAT Council supports the nomination of Chris Parker to the Ontario Good Roads Association Board of Directors.

16. Resolutions/Resolutions Resulting from Closed Session

17. By-Laws

17.1 By-Law 2022-073 to establish policies and procedures for the procurement of goods and services and the disposal of surplus goods for the Corporation of the Town of

Tillsonburg and to repeal By-Law 2020-070

17.2 By-Law 2022-078 To Enter into Airport Hanger Land Lease with Mark Kniss

17.3 By-Law 2022-080 to authorize the execution of an agreement of Purchase and Sale with Metalfer Iron Designs Inc.

17.4 By-Law 2022-081 A By-Law to Appoint a Deputy Mayor for the Town of Tillsonburg

17.5 By-Law 2022-082 Alternate Member Upper-Tier Council Appointment

17.6 By-Law 2022-083 Tillsonburg Emergency Management Program (revised)

17.7 By-Law 2022-086 to Amend By-Law 4340 RZone Policy

17.8 By-Law 2022-087 To provide a schedule of fees for certain municipal applications services and permits

Proposed Resolution
Moved By: _____
Seconded By: _____
THAT By-Law 2022-073 To Establish Policies and Procedures for the procurement of goods and service and the disposal of surplus good for the Town of Tillsonburg and to repeal By-Law 2020-070;
By-Law 2022-078 To Enter into an Airport Hanger Land Lease with Mark Kniss;
By-Law 2022-080 To Authorize the execution of an agreement of Purchase and Sale with Metalfer Iron Designs Inc.;
By-Law 2022-081 To Appoint a Deputy Mayor for the Town of Tillsonburg;
By-Law 2022-082 Alternate Member Upper-Tier Council Appointment;
By-Law 2022-083 Tillsonburg Emergency Management Program,
By-Law 2022-086, To Amend By-Law 4340 RZone Policy; and
By-Law 2022-087 To provide a schedule of fees for certain municipal applications, services and permits be read for a first, second, 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.

18. Confirm Proceedings By-law

Proposed Resolution
Moved By: _____
Seconded By: _____
THAT By-Law 2022-085, to Confirm the Proceedings of the Council Meeting held on Monday, December 12, 2022, be read for a first, second, 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.

19. Items of Public Interest

20. Adjournment

Proposed Resolution
Moved By: _____
Seconded By: _____
THAT the Council meeting of Monday, December 12, 2022 be adjourned at _____ p.m.

The Corporation of the Town of Tillsonburg

Council Meeting

MINUTES

Monday, November 21, 2022
12:30 PM
Council Chambers
200 Broadway, 2nd Floor

ATTENDANCE:	Councillor Beres Mayor Gilvesy Councillor Luciani Councillor Parker Councillor Rosehart Councillor Spencer Councillor Parsons
Staff:	Kyle Pratt, Chief Administrative Officer Eric Gilbert, Senior Planner Laura Pickersgill, Executive Assistant/Assistant Clerk Shayne Reitsma, Manager of Engineering Julie Columbus, Director of Recreations, Culture & Parks Johnathon Graham, Director of Operations & Development Ravi Baichan, General Manager, Hydro Operations Colleen Pepper, Communications Officer Gordon Hough, Director of Community Planning, Oxford County
Regrets:	Shane Caskanette, Fire Chief

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1. Call to Order

The meeting was called to order at 12:34 p.m.

2. Adoption of Agenda

Resolution # 2022-402

Moved By: Councillor Parker
Seconded By: Councillor Beres

THAT the Agenda as prepared for the Council Orientation meeting of Monday, November 21, 2022 be adopted.

Carried

3. Disclosures of Pecuniary Interest and the General Nature Thereof

No disclosures of pecuniary interest were declared.

4. Presentations

4.1 Council Orientation Session 2022-2026

Staff presented the Council Orientation to members of Council.

Opportunity was provided for members to ask questions.

5. Adjournment

Resolution # 2022-403

Moved By: Councillor Parker
Seconded By: Councillor Rosehart

THAT the Council Orientation Session meeting of Monday, November 21, 2022 be adjourned at 4:25 p.m.

Carried

The Corporation of the Town of Tillsonburg

Council Meeting

MINUTES

Tuesday, November 22, 2022
12:00 PM
Council Chambers
200 Broadway, 2nd Floor

ATTENDANCE: Councillor Beres
Mayor Gilvesy
Councillor Luciani
Councillor Parker
Councillor Rosehart
Councillor Spencer
Councillor Parsons

Staff: Kyle Pratt, Chief Administrative Officer
Renato Pullia, Interim Director of Finance/Treasurer
Cephas Panschow, Development Commissioner
Laura Pickersgill, Executive Assistant/Assistant Clerk
Shayne Reitsma, Interim Director of Operations & Development
Julie Columbus, Director of Recreations, Culture & Parks
Johnathon Graham, Director of Operations & Development
Ravi Baichan, General Manager, Hydro Operations

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1. Call to Order

Chair, Mayor Gilvesy, called the meeting to order at 12:08 p.m.

2. Adoption of Agenda

Resolution # 2022-404

Moved By: Councillor Parker
Seconded By: Councillor Rosehart

THAT the Agenda as prepared for the Council Orientation Session meeting of Tuesday, November 22, 2022, be adopted, as amended.

Carried

3. Disclosures of Pecuniary Interest and the General Nature Thereof

No disclosures of pecuniary interest were declared.

4. Presentations

4.1 Continuation of Council Orientation Session 2022-2026

Staff provided members of Council with a further update on orientation items.

5. Municipal Facility Tour

Members participated in a tour of facilities.

6. Adjournment

Resolution # 2022-405

Moved By: Councillor Parker
Seconded By: Councillor Luciani

THAT the Council Orientation Session meeting of Tuesday, November 22, 2022 be adjourned at 4:59 p.m.

Carried

The Corporation of the Town of Tillsonburg

Council Meeting

MINUTES

Monday, November 21, 2022
6:00 PM
Council Chambers
200 Broadway, 2nd Floor

ATTENDANCE:	Councillor Beres Mayor Gilvesy Councillor Luciani Councillor Parker Councillor Rosehart Councillor Spencer Councillor Parsons
Staff:	Kyle Pratt, Chief Administrative Officer Renato Pullia, Interim Director of Finance/Treasurer Cephas Panschow, Development Commissioner Laura Pickersgill, Executive Assistant/Assistant Clerk Julie Columbus, Director of Recreations, Culture & Parks Johnathon Graham, Director of Operations & Development

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1. Call to Order

The meeting was called to order at 4:31 p.m.

2. Closed Session

Resolution # 2022-377

Moved By: Councillor Rosehart
Seconded By: Councillor Parker

THAT Council move into Closed Session to consider two matters related to a trade secret or scientific, technical, commercial or financial information that belongs to the municipality or local board and has monetary value or potential monetary value and one matter related to a proposed or pending acquisition or disposition of land by the municipality or local board.

Carried

3. Moment of Silence

4. Adoption of Agenda

Resolution # 2022-378

Moved By: Councillor Parker
Seconded By: Councillor Parsons

THAT the Agenda as prepared for the Council meeting of Monday, November 21, 2022, be adopted, as amended.

Carried

5. Disclosures of Pecuniary Interest and the General Nature Thereof

No disclosures of pecuniary interest were declared.

6. Adoption of Council Minutes of Previous Meeting

Resolution # 2022-379

Moved By: Councillor Parker
Seconded By: Councillor Beres

THAT the minutes of the Council meeting of Monday, November 14, 2022, be approved, as amended.

Carried

7. Presentations

7.1 Cycles of Life for Supportive Transitional Housing

Mary Jane Phillips, Co-Founder of Cycles of Life for Supportive Transitional Housing and Dawn VanNatter, Healing Hearts, provided an overview of their services.

Opportunity was provided for members to ask questions.

Resolution # 2022-380

Moved By: Councillor Luciani
Seconded By: Councillor Spencer

THAT Council receives the Cycles of Life for Supportive Transitional Housing, as information

AND THAT the Town work with Cycles of Life to assist in moving forward any endeavours.

Carried

7.2 By-Law Amendment

Cindy Allen presented concerns regarding the potential amendment of the procedural by-law.

Resolution # 2022-381

Moved By: Councillor Parker
Seconded By: Councillor Rosehart

THAT Council receives the by-law amendment delegation from Cindy Allen, as information.

Carried

8. Public Meetings

9. Planning Reports

10. Deputation(s) on Committee Reports

11. Information Items

11.1 Oxford County- Automated Speed Enforcement Update

11.2 Long Point Region Conservation Authority- 2023 Draft Budget

11.3 Canadian Mental Health Association

Resolution # 2022-382

Moved By: Councillor Spencer
Seconded By: Councillor Rosehart

THAT Council receives correspondence from Oxford County, dated November 11, 2022, Long Point Region Conservation Authority dated November 10, 2022 and Canadian Mental Health Association, as information.

Carried

12. Staff Reports

12.1 Chief Administrative Officer

12.2 Corporate Services

12.2.1 CS 22-23 Committee Establishment

Resolution # 2022-383

Moved By: Councillor Parker
Seconded By: Councillor Rosehart

THAT Council receives report CS 22-23 Committee Establishment as information;

AND THAT Council endorses the development of the following Committees for the 2022-2026 Term of Council:

- Accessibility Advisory Committee
- Affordable and Attainable Housing Committee- ad-hoc
- Boundary Adjustment Committee- ad-hoc
- Economic Development Advisory Committee
- Parks, Beautification and Cemeteries Advisory Committee
- Recreation and Sports Advisory Committee
- Tillsonburg Airport Advisory Committee
- Museum, Culture, Heritage and Special Awards Advisory Committee
- Traffic Committee
- Youth Engagement and Strategy Committee

AND FURTHER THAT Council adopts the mandates attached for each Committee with the exception of the Traffic Committe;

AND THAT staff contact the Police Services Board to help with composition of the Traffic Committee. The new Traffic Committee should have a similar composition to the committee of 2007;

AND THAT the Oxford OPP Community Resource Officer be added to the Youth Engagement and Strategy Committee;

AND THAT staff advertise for the vacant positions on each Committee;

AND THAT Mayor Deb Gilvesy, Councillor Parker, Councillor Luciani and Kyle Pratt, CAO form the Council Nominating Committee for the 2022 – 2026 term of Committees.

AND FURTHER THAT the following Council representatives be appointed to the following Boards:

- THAT Mayor Gilvesy be appointed as the member on the Tillsonburg Hydro Board;
- THAT the Physician Recruitment & Retention Committee be transitioned to the Health Care Committee and a new terms of reference be developed and that Mayor Gilvesy, Councillor Beres and Councillor Spencer be appointed members
- THAT Councillor Parsons be appointed as the member on the Business Improvement Area Board;
- THAT Mayor Deb Gilvesy and Councillor Rosehart be appointed as the members on the Police Services Board;
- THAT Councillor Luciani be appointed as the member on the Otter Valley Corridor Board; and
- THAT Councillor Parker be appointed as the member on the Non-Profit Housing Board.

Carried

12.2.2 CS 22-28 Appointment to Conservation Authorities

Resolution # 2022-384

Moved By: Councillor Rosehart
Seconded By: Councillor Parker

THAT Council receives the correspondence from the County of Oxford regarding appointments to Conservation Authorities;

AND THAT Council recommend Councillor Beres as the Town of Tillsonburg representative to Long Point Region Conservation Authority for the 2023-2026 term.

Carried

12.2.3 CS 22-29 Committee of Adjustment Appointment

Resolution # 2022-385

Moved By: Councillor Parker
Seconded By: Councillor Beres

THAT Council receives Report CS 22-29, Committee of Adjustment Appointment;

AND THAT all members of Tillsonburg Town Council be appointed to the Committee of Adjustment;

AND FURTHER THAT an Appointment By-law be brought forward for Council's consideration.

Carried

12.2.4 CS 22-30 Deputy Mayor

Resolution # 2022-386

Moved By: Councillor Parsons
Seconded By: Councillor Luciani

THAT Council receives Report CS 22-30 Deputy Mayor Position;

AND THAT Council appoint Councillor Beres as Deputy Mayor for a 2022-2026 year/month term;

AND THAT a By-Law be brought forward for Council consideration.

Carried

12.2.5 CS 22-31 Alternate County Council Position

Resolution # 2022-387

Moved By: Councillor Luciani
Seconded By: Councillor Spencer

THAT Council receives Report CS 22-31 Alternate County Council Position as information;

AND THAT Council appoint Councillor Parker as the Alternate County Council Position for the term of Council;

AND THAT a By-Law be brought forward for Council consideration.

Carried

12.2.6 CS 22-32 Appointment to PSB

Resolution # 2022-388

Moved By: Councillor Spencer
Seconded By: Councillor Rosehart

THAT Council receive CS 22-32, Appointment to Police Service Board;

AND THAT Council appoint Larry Scanlan to the Police Service Board for the 2022 – 2026 Term of Council.

Carried

Resolution # 2022-389

Moved By: Councillor Parker
Seconded By: Councillor Rosehart

THAT Council reconsiders the previous motion.

Carried

12.3 Economic Development

12.3.1 EDM 22 - 28 Offer to Purchase - 25 Maple Lane Property

Resolution # 2022-390

Moved By: Councillor Rosehart
Seconded By: Councillor Parker

THAT a by-law be brought forward to authorize the Mayor and Clerk to enter into an agreement of purchase and sale with peopleCare Inc for the property described as Part Lot 380, Plan 500; Part 1, Plan 41R-9104, Except Part 1 Plan 41R-10139.

Carried

12.4 Finance

12.4.1 FIN 22-26 - Purchasing Policy Update

Resolution # 2022-391

Moved By: Councillor Parker
Seconded By: Councillor Beres

THAT Report FIN 22-26 Purchasing Policy Update be received as information;

AND THAT a By-law to adopt a revised Purchasing Policy be brought forward for Council's consideration.

Carried

12.4.2 FIN 22-27 2023 Capital Pre-Budget Approvals

Resolution # 2022-392

Moved By: Councillor Beres
Seconded By: Councillor Luciani

THAT Council receives report FIN 22-27 2023 Capital Pre-Budget Approvals;

AND THAT pre-budget approval for the following 2023 Operations & Development and Recreation, Culture and Parks projects be granted:

X11	Young Street Storm/Water/Sanitary/Surface Reconstruction	$ 2,432,300
X40	Townline Storm Construction	$ 254,000
X28	Arena Dehumidifier	$ 155,000

Carried

12.4.3 FIN 22-28 - 2023 Updated Rates and Fees

Resolution # 2022-393

Moved By: Councillor Parker
Seconded By: Councillor Rosehart

THAT Report FIN 22-28 2023 Rates and Fees be deferred until staff bring back an updated Schedule.

Carried

12.5 Fire and Emergency Services

12.6 Operations and Development

12.7 Recreation, Culture and Parks

12.7.1 RCP 22-24 - TCC Renovation

Resolution # 2022-394

Moved By: Councillor Parsons
Seconded By: Councillor Spencer

THAT Report RCP 22-24 Recreation, Culture & Parks – Tillsonburg Community Centre Renovation, be received; and

THAT the final proposed site plan for the Tillsonburg Community Centre submitted by A+Link Architects be approved; and

THAT the anticipated budget overage of $400,000 be funded through the 2023 ($200,000) and 2024 ($200,000) levy; and

THAT staff provide Council with ongoing updates for the renovation project including timelines and budget.

Carried

13. New Business

14. Consideration of Committee Minutes

14.1 Committee Minutes

Resolution # 2022-395

Moved By: Councillor Spencer
Seconded By: Councillor Rosehart

THAT Council receives the October 18, 2022 Boundary Adjustment Advisory Committee Minutes, as information.

Carried

15. Motions/Notice of Motions

15.1 Economic Development Committee

Resolution # 2022-396

Moved By: Councillor Parker
Seconded By: Councillor Rosehart

THAT the Economic Development Committee be allowed to continue until a new committee is formed.

Carried

15.2 ROMA Board of Directors Nomination

Resolution # 2022-397

Moved By: Councillor Rosehart
Seconded By: Councillor Parker

THAT Council supports the nomination of Dave Beres to the ROMA, Zone 3 Board of Directors.

Carried

15.3 Procedural By-Law Amendments

Resolution # 2022-398

Moved By: Councillor Parker
Seconded By: Councillor Rosehart

THAT Council directs staff to bring back a report in regards to virtual meetings and the current procedural by-law;

AND THAT staff compare to other neighbouring municipalities when it comes to extended time away and attending meetings virtually.

Carried

16. Resolutions/Resolutions Resulting from Closed Session

17. By-Laws

17.1 By-Law 2022-072 Committee of Adjustment Appointment

17.2 By-Law 2022-077 To Authorize an Agreement of Purchase and Sale with peopleCare Inc

Resolution # 2022-399

Moved By: Councillor Parsons
Seconded By: Councillor Luciani

THAT By-Law 2022-072 Committee of Adjustment Appointment and By-Law 2022-077 To Authorize an Agreement of Purchase and Sale with peopleCare Inc. be read for a first, second, 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

18. Confirm Proceedings By-law

Resolution # 2022-400

Moved By: Councillor Luciani
Seconded By: Councillor Beres

THAT By-Law 2022-079, to Confirm the Proceedings of the Council Meeting held on Monday, November 21, 2022, be read for a first, second, 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

19. Items of Public Interest

Tree lighting at the Museum on November 25th at 7:00 p.m.

Transfer Station Holiday hours to be posted shortly.

Habitat for Humanity groundbreaking at 54 Braun St. on December 1st.

OPP Stuff a Cruiser Event at Sobeys and Metro from 9 a.m. to 12:00 p.m. on December 10th.

Tillsonburg Minor Hockey Tournament on December 2-4th.

Talk Tillsonburg Shop for Children on November 25th from 9:30 a.m. to 2:30 p.m. at the Upper Deck.

20. Adjournment

Resolution # 2022-401

Moved By: Councillor Spencer
Seconded By: Councillor Rosehart

THAT the Council meeting of Monday, November 21, 2022 be adjourned at 7:45 p.m.

Carried

TILLSONBURG FOOTBALL CLUB

2021—2025 STRATEGIC PLAN

JUNE 2021, Updated November 2022

TILLSONBURG FC SOCCER CLUB

2021—2025 STRATEGIC PLAN

June 2021

Tillsonburg Football Club (hereafter referred to as Tillsonburg FC) is a registered non-profit organization that exists to provide programs and services for the sport of soccer not only within the town of Tillsonburg, but also for the surrounding Tri-County area (Oxford, Norfolk, Elgin). The Club is a member of Ontario Soccer and under the umbrella of the Canadian Soccer Association. The Club is governed by an elected Board of Directors.

The 2021-2025 Strategic Plan has been developed to provide direction and structure for the Club as it moves forward with programs and services to meet the current and future needs of members. The roadmap provided by the Strategic Plan is intended to guide growth and development within all aspects of the organization for the next four years.

A Board survey was distributed shortly after the 2021 Annual General Meeting. The background, interests, and opinions of all board members was distributed with 10 of 10 surveys returned fully complete. This compilation of data, along with an environmental scan depicting membership and financial trends, provided important information to the Directors, who created the content for the Strategic Plan.

The Plan remains a living document that will evolve as the Club progresses, and as external influencers or stakeholders support or challenge the environment within which the Club functions.

The Strategic Foundation for 2021—2025:

Vision

We aim for best-in-class soccer at the most affordable price for our members.

Values

- Providing a **Fun/Enjoyable** soccer related environment = #1 for all participants.
- Showing **Respect** to all club members and other soccer-related stakeholders.
- A connected soccer **Community** with unrivalled (competitive) soccer spirit.
- Equality/Equity for all and an **Inclusive** soccer-related environment
- High **Quality** soccer facilities/programming and developing excellent people.
- Practicing **Sportsmanship** and developing transferable (life/work) skills.

Mission Statement

Tillsonburg FC is the community of Tillsonburg's premier licensed competitive soccer organization, embodying the spirit of "The Beautiful Game" through implementing the Ontario Soccer Long-term player development program and promoting both personal and professional growth through soccer.

The 2021-2025 Tillsonburg Soccer Club Areas of Focus

Area of Emphasis	Grassroots Program and Soccer for Life	Quality Programming and Facilities	Personal Development / Personnel Recruitment	General Club Operations		
	Long-Term Player development model is to be embedded in all programs.					
Goal Statement	Double club membership. Start a U-8 pre-competitive program.	Offer competitive teams at all levels with 25% of teams being league or cup medalists.	Recruit and provide training for coaches, referees and club officials.	Achieve 85% on member satisfaction survey(s) covering communications, branding, governance, and soccer opportunities.		
Sub-Areas				**Comm.**	**Brand**	**Gov.**
Strategic Objective	(1) Recruitment & Retention; (2) Active Start / Fundamentals; (3) Learn to Train Stage 1; (4) Learn to Train Stage 2; and (5) Soccer 4 Life	(6) First Aid / CPR (7) Train to Train. (8) Host a tournament. (9) In-person Annual General Meeting (AGM). (10) Identify a sister city.	(11) Volunteers: New board members; and people. Skills matrix. (12) Referees: Graduate 2 refs per year. Host a clinic 1x per year. (13) Coaches: Grassroots Development Club / 'C' (14) Members	(15) Website. (16) Social Media. (17) Member Services; (18) Other Communications	(19) Events / Promotions, (20) Fundraisers, (21) Merchandise (22) Sponsorship.	(23) Financial / HR management, (24) Facilities, (25) Monitor/Evaluation, (26) Club Policies

2021—2025 Strategic Objectives

Area of Emphasis: GRASSROOTS PROGRAMS AND SOCCER FOR LIFE

Goal Statement: *Double membership (Increase membership by 100%) by 2025 and start a U-8 pre-competitive program that focuses on acquiring basic technical skills.*

Objective	Action or Tactic	Timeline
(1) Recruitment & Retention	• Work with local elementary schools to introduce students to soccer and to the club. • Work with school boards in the Tri-County area (TVDSB, GEDSB, LDCSB) to recruit both local students and international high school students to play for the club during their time in the community. • Develop recruitment tactics (increased newspaper coverage, more signage) • Encourage continued participation in the club by offering split season registration options and an extended fall season (post-season outdoor training, futsol, etc.) • More effective communication with membership and increased off-field interactive opportunities. • Develop an active retention encouragement / tracking system for all ages.	2023 2023 Ongoing 2021 Ongoing 2023
(2) Active Start/ Fundament-als (U6-U8)	• Develop and implement standardized practice templates (lesson plans) of skills and drills, with expected development progressions, as well as skill and game awareness outcomes. • Identify and encourage females to coach at the Fundamentals level to help recruit and retain girls in the sport.	2023 Ongoing
(3) Learn to Train Stage 1 (U9-U10)	• Improve the soccer experiences for players in this critical age group. • Create opportunities for older and more advanced players to work with this age group and act as mentors. • Support the development of core skills with identified participations through Academy programming.	2022 2022 2023
(4) Learn to Train Stage 2 (U9-U12)	• Ensure that all participants are provided with an enjoyable, educational soccer experience within a healthy and safe environment. • Provide Academy opportunities that support and enhance the development of core skills, combination of play and principles of play. • Develop and increase the pool of U9-U12 players able to move to the Advanced programming levels.	Ongoing 2023 2024
(5) Soccer 4 Life	• Build a competitive club that provides an enjoyable experience and continues to challenge and develop players who do not move into the more advanced programs. • Improve the integration of the adult teams into the club. • Increase available turf time for adult players. • Field a team for the Women's Premier Division by 2025.	Ongoing Ongoing 2022 2025

Area of Emphasis: QUALITY PROGRAMMING AND FACILITIES

Goal Statement: *Offer competitive teams at all levels with 25% of teams being league or cup medalists.*

Objective	Action or Tactic	Timeline
(6) First Aid / CPR	• Get three individuals within the club certified with First Aid/CPR. • Have 50% of coaches certified by 2023. • Have all bench officials certified by 2025	2021 2023 2025
(7) Train to Train	• Ensure that practice / game ratios are appropriate for the development for all players. • Develop and activate a Goalkeeper program with targeted recruitment and specialized coaching, to support all teams and programs. • Provided off-field learning and training opportunities such as strength and conditioning, nutrition, and mental training, and so on, to enhance the athletes' physical and intellectual preparation for the game. • Provide leadership opportunities (high school volunteer hours). • Travel experiences at appropriate levels to help development and retain players in the programs.	2022 2023 2022 2022 2024
(8) Host a Tournament	• Add one tournament / festival per year until each age group is hosting a tournament to showcase Tillsonburg's soccer facilities and raise money for the club.	2023
(9) Hold an in-person AGM	• Have 50-100 attendees at the year-end meeting / event / fundraiser. • Host a meal and offer entertainment.	2022 2022
(10) Identify a brother / sister soccer city.	• Recruit a complementary club / city to develop a soccer relationship with. (USA? Europe? Asia?) • Youth opportunities? (Pen-pals? Exhibitions, etc.)	2023 2024

Area of Emphasis: PERSONAL DEVELOPMENT; AND/OR PERSONNEL RECRUITMENT

Goal Statement: *Recruit and provide training for coaches, referees and club officials.*

Objective	Action or Tactic	Timeline
(11) Volunteers	• Start to develop a roster of volunteers. Both part-time/full-time and more casual (special events). • Get 25 new volunteers. • Retain those and get 25 more. • Work with local school boards to identify 5 student volunteers	2022 2023 2025 2022
(12) Referees	• Train two new referees per year. • Host a referee clinic annually.	2022 2023
(13) Coaches	• Recruit two new head coaches for youth, and one for Men's division. • Develop a roster of coaching staff (coaches, assistants, trainers, etc.) • Have a trained and certified coach for every team.	2022 2023 2024
(14) Members	• Sell >100 memberships • Sell >300 memberships • Consistently attract >100 fans per game for Men's Premier teams; >50 fans for Second (2nd) division home games; and >25 fans for Fourth (4th) and Masters.	2022 2024 2023

Area of Emphasis: CLUB OPERATIONS—COMMUNICATIONS

Goal Statement: *Achieve 85% on member satisfaction survey(s) covering communications, branding, governance, and soccer opportunities.*

	Objective	Action or Tactic	Timeline
Communications	(15) Website	• Complete a full board review of website and initiate an action plan for improving it by updating key information and identifying. • Ensure that all portions of the website are accessible through not only computer but also (Smart) phones.	2021 2023
	(16) Social Media	• Post three times per per week during the soccer season; and at least once (bi-)weekly during offseason. • Have >1000 followers	2022 2025
	(17) Member Servicing	• Create/conduct an annual Member survey / Feedback opportunity for all players and parents to ensure that the Club is meeting their needs. • Develop and post Club information prominently on website, such as Club Vision and Mission Statement. • Increase activity and opportunities for alumni to be involved with the club. • Better integrate rep/competitive and house league soccer worlds (player guest appearances, attracting new fans, player coach volunteers, and so on.)	2022 2022 2023 2023
	(18) Other Communications	• Develop a communication system with members and parents that provides consistency, avoids duplication, and includes youth players in the communication stream. • Develop/implement a communication map that ensures Club information is distributed via different means.	2022 2023
Brand	(19) Events / Promotions	• Host a tournament / festival. Add one more each year. • In-person Annual General Meeting.	Ongoing 2022
	(20) Fundraisers	• Hold three major events each year (e.g. BBQ, New Year's Eve, AGM, outdoor band, etc.).	2023
	(21) Merchandise	• Implement a profitable Club Merchandise program	2023
	(22) Sponsorship	• Support player registration costs by $100 per player via sponsorships.	2024
Governance	(23) Financial / HR Management	• Purchase a computer/hard drive for President/Secretary to maintain paperwork.	2023
	(24) Facilities	• Add more soccer fields due to population growth in Town. • Work with the Town to create 5-6 more various size fields • Complete feasibility study & business plan for an indoor facility.	2023 2025 2025
	(25) Monitor / Evaluation	• Establish subjective or objective targets and expectations for all Club programs and services. • Examine annual Member Survey feedback and incorporate into Board discussions and decisions about programming, operations, and services. • Include reference to the Strategic Plan initiatives and performance indicators within all Annual General Meeting reports to the members.	2022 2022 Ongoing
	(26) Club Policies	• Full review of club policies. • Add new ones as required and post signed copies on website • Achieve full Ontario Soccer Club Licensing standard	2022 Ongoing 2023

Mayor and Council Members;

The Tillsonburg Football Club (Tillsonburg FC), is responsible for programming competitive soccer in Tillsonburg. Our organization is currently renting soccer fields at the Tillsonburg Soccer Park. Due to the growth in Tillsonburg youth soccer, we were short an intermediate size field in the 2022 season, therefore we started the planning process to add additional soccer fields for our youth.

The Canadian National Women's team won Olympic gold in 2021. Then the Canadian National men's soccer team qualified for the FIFA World Cup in 2022. All of that, plus the announcement of Toronto as a host site for the 2026 World Cup we anticipate an increase in demand for youth soccer. The recent population increase in Tillsonburg coupled with the anticipated increase in demand we believe soccer will grow exponentially. Soccer in Tillsonburg has a huge opportunity to go to another level.

We are currently short one mini field and one intermediate field (2023). We anticipate that one additional mini field and one additional intermediate will be needed for our current anticipated teams in the 2024 season. At the moment and into the immediate future, there are ample full-size fields at the Tillsonburg Soccer Park.

The Gyulveszi Park has been used for soccer for over 25 years, well before the Tillsonburg Soccer Park was built. Over the last 20 years the Gyulveszi Park has been used by competitive soccer teams in April and early May to help prepare for the soccer season. Currently at the Gyulveszi Park there is 1 full size field (110 metres by 65 metres) and 2 mini soccer fields (55 metres by 35 metres).

To clarify here are the current sizes of fields required for soccer by the Ontario Soccer Association:

- Full sized soccer field (110 metres by 65 metres) – Ages U13 and up
- Intermediate sized soccer field (80 metres by 45 metres) – Ages U11 to U12
- Mini sized soccer field (55 metres by 35 metres) – Ages U8 to U10

One of the main factors driving this required expansion occurred about 5 years ago, when Ontario soccer created a third, "intermediate" sized soccer field to its regulations. This new size of field was created to help transition soccer players from the mini sized fields to full sized soccer fields. At the moment there are no purposely built intermediate sized fields in Tillsonburg.

The other main factor driving this discussion is the shortage of fields that are safe for youth to play on, we are asking the Town of Tillsonburg to work with our soccer committee. It is time to once again work together to build additional soccer fields, just like the volunteers and the Town did in the late 1990's when the two groups partnered and built the Tillsonburg Minor Soccer Park (this became operational in 2002).

To clarify, the plan is for Gyulveszi Park to be purposely built to accommodate the Town's youth competitive soccer players from ages U8 to U16. The men's and women's teams would continue to play at the Tillsonburg Soccer Park, because those divisions need to play under lights, leaving the youth space to play on during daylight hours.
Since we need more soccer fields for the 2023 Season, Tillsonburg FC is proposing the following three phased approach to improve Gyulveszi Park to meet Ontario Soccer standards.

Phase 1 (Spring of 2023)
-level land and bring soccer fields to competitive conditions.
-seeding of all property
-trim down trees on the north side of the property
-cut down all trees east side of the park with the cooperation of owner and neighbor of Jake Lofthouse on the east side of the park, to remove all drug paraphernalia and garbage.
-replace trees at a later date (Fall 2025)

Phase 2 (Fall of 2023-2024)
-increase parking lot with the help from the Town of Tillsonburg
-install irrigation by town water or a point
-bring water, electricity from Peach St. to the north side of the park
-install a 5-metre-high chain link fence on the south side of the park where the intermediate field is 80 metres long, and 110 metres long on the main soccer field.

Phase 3 (Fall of 2024-2025)
- build washrooms, dressing rooms, office, and shed.

We are asking the town for help with the required investment in the Gyulveszi Soccer Park project. Our organization will drive the fundraising. The majority of revenue will come from government grants, businesses, service clubs and donations from the community.

As part of the project, we are asking the Town of Tillsonburg to support us in enlarging the parking lot from where it is located now, including enhancing the vehicular entrance at Bond Street. This change would be 90m the West to East and from 73m North to South. This will accommodate approximately 175 parking spots. This would not interfere with the present playground equipment.

We look forward to the discussion that will occur at the December 12, 2022 Town Council meeting.

We have also included Tillsonburg FC's strategic plan and a copy of the presentation

THANK YOU, TILLSONBURG FC (Soccer)

Tillsonburg Town Council
December 12, 2022

TILLSONBURG FOOTBALL CLUB

Agenda:

- Who we are?
- What we do?
- How we do it
- What we need?
- A few facts
- What we propose?
- What we commit to?
- Conclusion

Our Vision

We aim for best-in-class soccer at the most affordable price for our members.

Who We Are?

- Multi-generational Tillsonburg residents who love the game of soccer and love to play it a competitive level
- Tillsonburg Football Club is a not-for-profit organization with an elected Board of Directors that was incorporated in 2018
- We are comprised of small business owners, students, community minded volunteers and enthusiastic soccer players.
- Tillsonburg Football Club is a member and in good standing with the Ontario Soccer Association

What We Do?

- Tillsonburg Football Club's programming provides a pathway from regional, provincial, varsity, national, and semi-professional soccer for athletes in Tillsonburg and surrounding municipalities.
- Tillsonburg Football Club provides opportunity to all genders

How We Do It

- We ensure inclusion and diversity to all with a heightened focus to those who are new to Tillsonburg and to Canada.

- Tillsonburg Football Club offers a year-round development program to support achieving our competitive goals of having at least 25% of our teams achieve league and/or cup medals annually.

- We currently are a renting party from Tillsonburg Minor Soccer Park and uphold all agreements set forth by Tillsonburg Minor Soccer

What we need?

- Fulfill the shortage of YOUTH soccer fields in the Town of Tillsonburg

  - In 2022 - Tillsonburg Football Club had no suitable field available for our U12 Girls team at the Tillsonburg Minor Soccer Park.
  - We have an immediate field shortage for our youth in the 2023 season (Mini & Intermediate sizes)
  - We are looking for safe, well maintened, regulated soccer fields for our youth to play on without hesitation

A few facts:

A few facts:

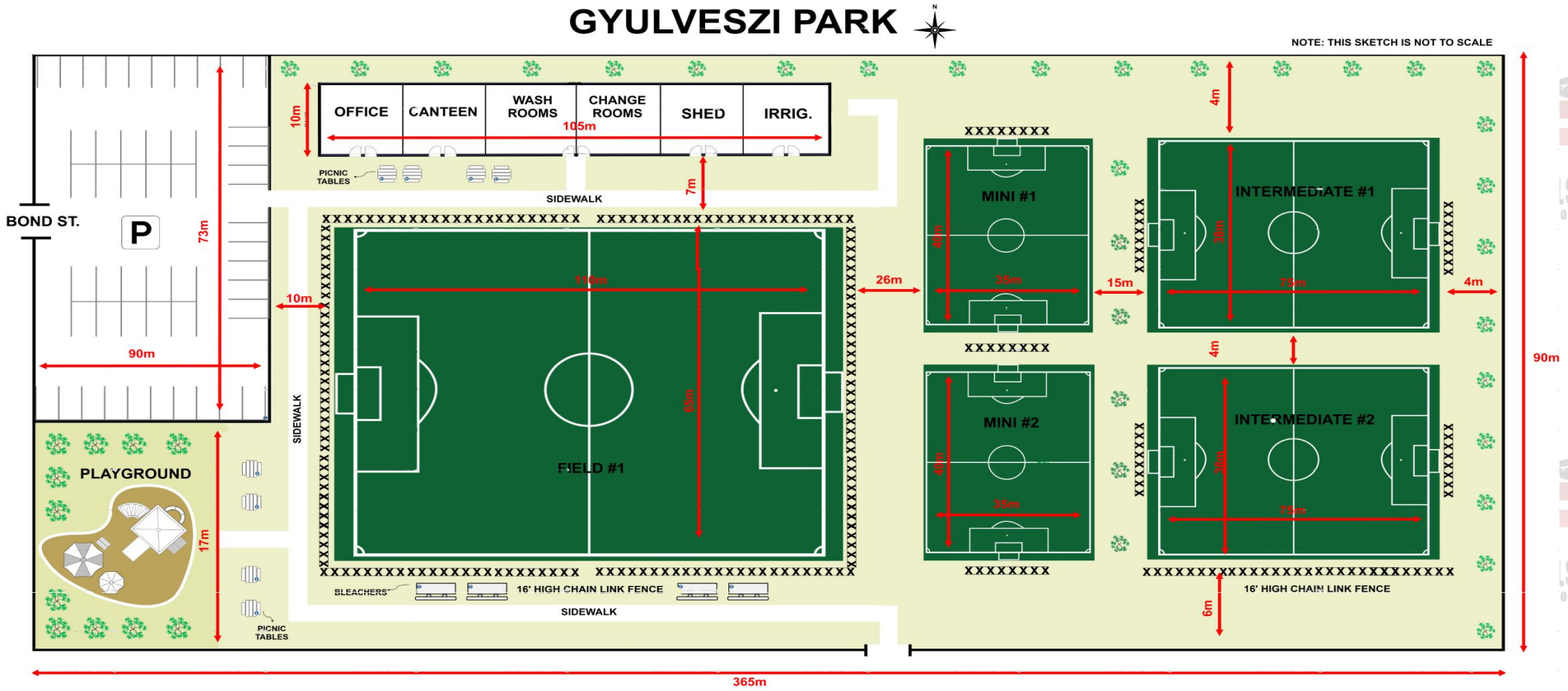
- In 2001: population 14,053 – Tillsonburg Soccer Park is established
- In 2021: population 18,615 – no new soccer fields since 2001, less regulation soccer fields then in 2001.
- Soccer Canada is in the World Cup for the 1st time since 1986
- Canada and the US will host the 2026 World Cup
- Soccer is one of the most cost effective organized sports for our youth to play
- A quote from Canada Soccer:

“Soccer is the largest participatory sport in Canada and is considered the fastest growing sport in the country. There are nearly 1,000,000 registered Canada Soccer active participants in Canada within 1,200 clubs that operate in 13 provincial/territorial member associations.”

We as the soccer community need to keep up with growth that the Town of Tillsonburg is experiencing

What We Propose

Enhancing and Reinvesting in the soccer fields at Gyulveszi Park



What We Propose

Enhancing & Reinvesting in the soccer fields at Gyulveszi Park

- Phase 1: Level land, reseed and trim trees (as soon as possible)
- Phase 2: Install fencing & irrigation, expand parking lot, extend utilities (fall of 2023/spring 2024)
- Phase 3: Build washroom/office/storage (2024/2025)

What We Propose?

The proposal put forth today links directly to the town's strategic plan.
Specifically the Lifestyle and Amenities section and the highlights are listed below:

- Update municipal sports facilities consistent with modern standards.
- Maintain and enhance programs and facilities to support an active, engaged youth population
- Expand community partnerships in the delivery of programs and amenities.

In Conclusion

- This proposal is for youth soccer in the Town of Tillsonburg (the men and women's teams will continue to operate out of the Tillsonburg Minor Soccer Park)
- This proposal is to provide safe well maintained fields where kids can enjoy the game of soccer
- This is to give our youth a structured environment to grow
- This gives the game of competitive soccer an opportunity to continue to grow in the great Town of Tillsonburg

TILLSONBURG
FOOTBALL CLUB

THANK YOU!!

Mobile Health Outreach Bus
Tillsonburg

Abbie Boesterd, BSW, RSW

Oxford County
Community Health Centre
Every One Matters.

MOBILE HEALTH OUTREACH BUS
OXFORD COUNTY

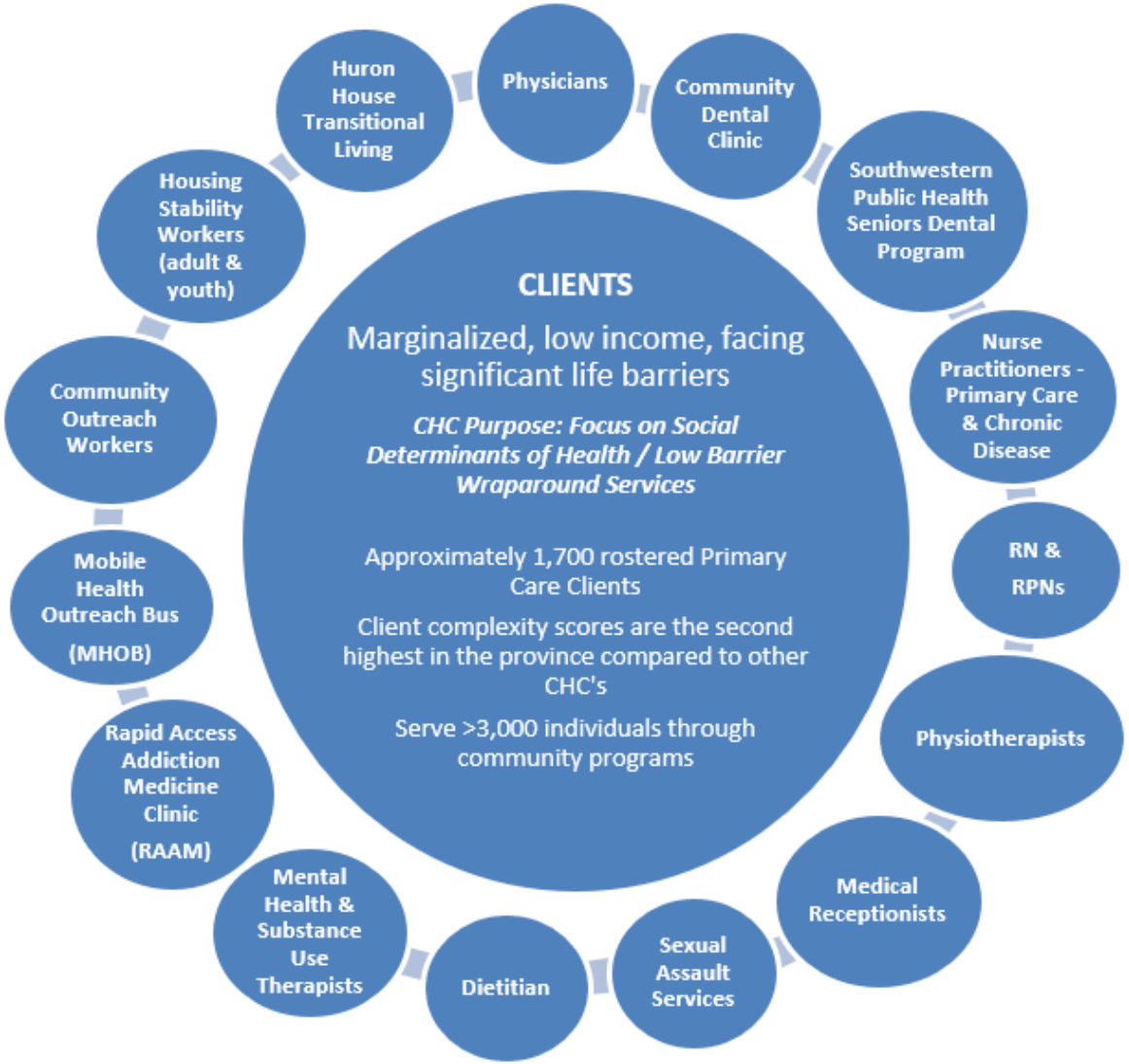
Oxford County Community Health Centre

- The individuals we serve are typically marginalized, low income, facing significant life barriers
- CHC Purpose: Focus on Social Determinants of Health / Low Barrier Wraparound Services
- Not-for-profit Charitable organization funded by Ontario Health West (formerly South West Local Health Integration Network)
- Main centre located in Woodstock, with secondary point of access to Mental Health & Substance Use Therapy plus Community Outreach services in Tillsonburg

Oxford County
Community Health Centre
Every One Matters.

OXFORD COUNTY COMMUNITY HEALTH CENTRE

OVERVIEW 2022



Mobile Health Outreach Bus

- MHOB launched in September 2020, funded via COVID 19 specific funding. Though we were not successful in continued funding subsequent to our pilot project, we recognized the value of this service and continued the MHOB with the support of community partners
- Tillsonburg specific
  - Every Wednesday from 11:00 am – 3:00 pm
  - Agencies involved include: OCCHC, CMHATV, Oxford County Human Services
  - At times we have utilized indoor space at Upper Deck Youth Centre and Tillsonburg Public Library

MOBILE HEALTH OUTREACH BUS
OXFORD COUNTY

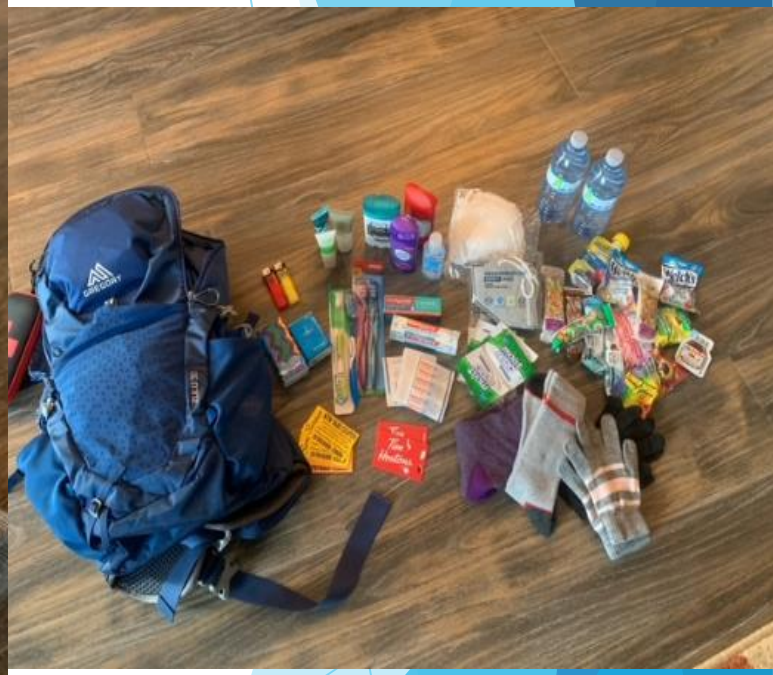
Tillsonburg Data

- On average we connect with 30 - 40 individuals weekly
- Annual stats for fiscal year 2021/22: 790 encounters
- Most common request includes
  - Housing support
  - Mental Health support
  - Socks and hygiene items
  - Advocacy
  - Social interaction

"First time meeting with the community outreach team, I thought that they were just out there cause they had to be. I quickly found out that they are there to help me. I feel they have really gone above and beyond what anyone would have expected! They have really helped me get connected to supports I never knew were available. They keep me accountable and are very supportive with anything I have going on in my life. Since connecting with them they have helped me and several others I knew needed help but were hesitant talking to anyone. I know 100% that they have found the help they need as well!" – Tillsonburg individual

MOBILE HEALTH OUTREACH BUS
OXFORD COUNTY

Outreach Backpack



Housing Stability

- **Community Case Management**
  - Advocacy
  - Housing system navigation
  - Case Management
    - Individualized Support Plan *(Identifying & working through housing related barriers)*
    - Support to ensure a positive tenancy (rent paid on time, maintenance requests etc.)
  - Elgin-Oxford Legal Clinic referrals
  - Landlord mediation
  - Home Visits
  - Eviction Prevention
  - Rapid Rehousing
  - Welcome Home Kits/Furniture assistance

Housing Stability

- Housing Support Worker 4 days/week in Tillsonburg
- Current Housing Support caseload
  - Actively supporting 30 individuals
    - 14 are housing seeking
    - 8 are housing stability
    - 8 are “need information” (not actively involved but respond to inquiries as appropriate)

Future Plans – Transitional Living Program in Tillsonburg

- Background:
  - Transitional Living is defined as the step between Homelessness and Permanent Housing – a wraparound approach to support & increase an individual's e.g. confidence, self-worth, aspects of daily life skills, goal-setting, etc.
  - OCCHC currently provides a **Transitional Living Program** at "Huron House" in Woodstock – operational since 2020. 14 bedrooms. Common spaces. Shared Kitchen. Independent living up to one year of residence.
  - The building is owned by a private landlord who is strongly connected to community
  - OCCHC provides Full Time staff during the day, Monday through Friday
- Partnership Goal for Tillsonburg
  - To mirror the success and outcomes demonstrated at Huron House in Tillsonburg on a modified scale – up to 8 individuals if possible
  - United Way Oxford (UWO) is currently searching for suitable housing in Tillsonburg – UWO will be the owner
  - OCCHC will then provide full Transitional Living Services – moving individuals from homelessness to safe permanent housing
  - OCCHC continues to support individuals once they are moved to permanent housing – absolutely essential for continued individual success in achieving goals

Mental Health & Substance Use Service in Tillsonburg

- OCCHC Mental Health & Addiction Services are available fulltime in Tillsonburg, located at The Livingston Centre.

- Mental Health and Addictions Therapist is available to anyone who is over 12 years old who lives in Tillsonburg.

Oxford County
Community Health Centre
EVERY ONE MATTERS.

Outreach Services

- Outreach Services are available fulltime in Tillsonburg, located at The Livingston Centre
- Outreach can assist and support (though not limited to) the following
  - connecting to resources
  - obtaining or replacing identification
  - assisting with documentation and applications
  - advocacy
  - ensuring basic needs are met

Contact Information

Abbie Boesterd BSW, RSW
Outreach Worker
Oxford County Community Health Centre
Tillsonburg Point of Access
96 Tillson Avenue, Tillsonburg, ON, N4G 3A1
Tel: 519-842-9008 ext. 323
Email: aboesterd@oxchc.ca

Oxford County
Community Health Centre
EVERY ONE MATTERS.

Questions

Oxford County
Community Health Centre
MATTERS
www.oxchc.ca

Oxford County
Community Health Centre
RY ONE MATTERS
www.oxchc.ca

July 2020

The residents of Goshen Street, Ontario Street, Ball Street, Lincoln Street and Tillson Street wish to make a request to the Town of Tillsonburg to prevent heavy trucks from using these streets to access the factories which are in the area to the west of Tillson Street. All of these streets are residential and have been for many decades, long before the factories were built in this area. Over the years, the heavy trucks have destroyed the pavement on these streets. Speed also presents a danger to children and residents who are walking on the street as there are no sidewalks in this area.

Access to the factories in the west area of Lincoln Street could be easily done by way of the roundabout at Hwy 3 and Plank Road. The heavy trucks would be closer to the factories by using this route.

The following residents have signed their approval of this request below in order to make this neighbourhood area much safe for everyone:

NAME	ADDRESS
Brian Teixeira	58 Ball Street
Melinda Teixeira	58 Ball Steet
[illegible]	56 Ball St
[illegible]	52 Ball St.
Allyson Dedercy	209 LINCOLN ST
[illegible]	209 Lincoln St
[illegible]	209 Lincoln St.
[illegible]	39 Ball ST
[illegible]	39 Ball St.
[illegible]	26 Ball St.
[illegible]	36 Ball ST.
Jake Wiebe	37 Ball ST

July 2022

RECEIVED
BUILDING DEPT
OCT 18 2022
BY

The residents of Goshen Street, Ontario Street, Ball Street, Lincoln Street and Tillson Street wish to make a request to the Town of Tillsonburg to prevent heavy trucks from using these streets to access the factories which are in the area to the west of Tillson Street. All of these streets are residential and have been for many decades, long before the factories were built in this area. Over the years, the heavy trucks have destroyed the pavement on these streets. Speed also presents a danger to children and residents who are walking on the street as there are no sidewalks in this area.

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The following residents have signed their approval of this request below in order to make this neighbourhood area much safe for everyone:

NAME/SIGNATURE	ADDRESS
Todd Clark Todd Clark	35 Ontario St.
Melissa Mathurs Nathan Binns	215 Lincoln St.
Bruce Johnson	41A ONTARIO ST
Brittney Johnson	41A ONTARIO ST
Alyssa Otten	41B Ontario St.
Mathew Otten	41B Ontario.
Rene & NORMA	40 ONTARIO ST TILLSONBURG
Clarissa VanDelt	44 Ontario St Tillsonburg
Brandon Lounsbury	44 Ontario St Tillsonburg
1 STUBBS	211 LINCOLN ST TILLSONBURG
Jo GRASS	44 BALL STREET Tillsonburg
Barry Grass	44 Ball street Tillsonburg
[illegible]	45 Ball Street Tillsonburg
Catherine [illegible]	54 Tillson St T-Burg
[illegible]	201 Lincoln St Tillsonburg
[illegible]	45 BALL ST.
[illegible]	51 Ball ST Tillsonburg
[illegible]	55 Ball St. Tillsonburg.
[illegible]	57 BALL ST Tillsonburg

Community Planning
P. O. Box 1614, 21 Reeve Street
Woodstock Ontario N4S 7Y3
Phone: 519-539-9800 • Fax: 519-421-4712
Web site: www.oxfordcounty.ca

Our File: **A13-22**

APPLICATION FOR MINOR VARIANCE

TO: Town of Tillsonburg Committee of Adjustment
MEETING: December 12, 2022
REPORT NUMBER: 2022-434

OWNER: Town of Tillsonburg Non-Profit Housing Corporation
P.O. Box 203, Tillsonburg ON, N4G 4H5

AGENT: Jason Hunwicks (Reinders & Law Limited)
64 Ontario Street North, Milton ON, L9T 2T1

REQUESTED VARIANCES:

1. Relief from **Section 10.4.2.2 – Net Residential Density**, to increase the maximum permitted net residential density from 144.9 dwelling units per hectare (58.7 dwelling units per acre) to 149.8 dwelling units per hectare (60.6 dwelling units per acre);

2. Relief from **Section 10.4.2.3.2 – Number of Apartment Units**, to increase the total permitted number of apartment units from 60 to 62, to facilitate the creation of 2 new affordable apartment dwellings within an existing apartment building.

ADDITIONAL RECOMMENDED VARIANCE:

1. Relief from **Section 10.2.1- Children's Outdoor Play Area for Apartment Dwellings**, to reduce the minimum required children's outdoor play area from 1 m^2 per unit to nil.

LOCATION:

The subject property is described as Lots 459, 460-462, 464, Plan 500, in the Town of Tillsonburg. The property is located on the west side of Queen Street, between Bridge Street and Durham Street, and is municipally known as 53 Queen Street, Tillsonburg.

BACKGROUND INFORMATION:

COUNTY OF OXFORD OFFICIAL PLAN:

Schedule 'T-1' Town of Tillsonburg Land Use Plan Residential

Schedule 'T-2' Town of Tillsonburg Residential Density Plan High Density Residential
TOWN OF TILLSONBURG ZONING BY-LAW: Special High Density Residential Zone (RH-2)

Special High Density Residential Zone (RH-3)

SURROUNDING USES: high density residential uses to the east and northeast, institutional uses to the north and west, and low density uses to the south and east.

COMMENTS:

(a) Purpose of the Application:

The proposed minor variance has been requested to facilitate the addition of 2 apartment units in an existing affordable housing development. The 2 additional spaces will be created through the repurposing of two craft rooms and other areas within the existing apartment building.

The subject properties have a lot area of 4,136 m^2 (1.01 ac) that contains a 5 storey apartment building consisting of 60 affordable apartment units. The building has frontage on Durham Street, Queen Street and Bridge Street, with parking areas adjacent to Bridge Street and Durham Street.

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

Plate 2, Applicant's Site Plan, shows the location, dimensions, parking area and design of the existing apartment building on the subject lands.

Plate 3, Applicant's Floor Plan, shows the proposed floor plan for the new units.

(b) Agency Comments:

The Town Chief Building Official indicated that the variance should include relief of any additional amenity area and/or children's outdoor play area.

No other circulated agency provided comments respecting the application.

(c) Public Consultation:

Public Notice was provided to surrounding property owners on December 2, 2022 in accordance with the requirements of the Planning Act. As of the writing of this report, no comments or concerns had been received from the public.

(d) Intent and Purpose of the Official Plan:

The subject lands are designated 'High Density Residential' according to the Official Plan. Within the 'High Density Residential' designation, permitted land uses consist of high density housing forms including apartment dwellings, subject to the density requirements of the Official Plan. The use of the lands for an affordable housing development in the form of an apartment building conforms to the 'High Density Residential' and relevant 'Housing' policies of the Official Plan.

(e) Intent and Purpose of the Zoning By-law:

The subject property is zoned 'Special High Density Residential Zone (RH-2)' in the Town Zoning By-law. The 'RH-2 zone permits the development of an apartment building consisting of 60 units with site-specific provisions respecting increased maximum building height, reduced lot frontage, reduced exterior side yard width, reduced interior side yard width, reduced amenity area, reduced setback from an arterial road, and a reduced number of required parking spaces.

A bonusing agreement under Section 37 of the Planning Act was signed at the time of the development of the apartment building to permit increased density in exchange for the provision of affordable housing.

In this instance, Planning staff are of the opinion that the requested relief is consistent with the general intent of the Town Zoning By-Law as the 2 additional affordable housing units will be facilitated through the conversion of space within the existing building, and apart from the increased density of the site, no other changes are proposed to the building's function or form, and no further impacts are expected as a consequence of the two proposed additional units.

Planning staff recommend that relief be included in this application to stipulate that no additional amenity area is required for the 2 additional units. The tenants of the building generally do not include children, and other amenities are provided on-site or nearby in the Town's Central Area.

(f) Desirable Development/Use:

It is the opinion of this Office that the applicant's request can be considered minor and desirable for the development of the subject property.

As the proposed relief will facilitate the development of two additional affordable apartment dwelling units within an existing apartment building, it can be considered desirable development for the property. The two proposed additional units are not expected to create any negative impacts and will provide much needed affordable housing accommodation for residents of the Town.

In light of the foregoing, it is the opinion of this Office that the requested relief is in keeping with the general intent and purpose of the Official Plan and Town Zoning By-law and can be given favourable consideration.

RECOMMENDATION:

That the Town of Tillsonburg Committee of Adjustment **approve** Application File A13/22 submitted by Town of Tillsonburg Non-Profit Housing Corporation, for lands described as Lots 459, 460-462, 464, Plan 500, in the Town of Tillsonburg, as it relates to:

1. Relief from **Section 10.4.2.2 – Net Residential Density**, to increase the maximum permitted net residential density from 144.9 dwelling units per hectare (58.7 dwelling units per acre) to 149.8 dwelling units per hectare (60.6 dwelling units per acre);

2. Relief from **Section 10.2.1- Children's Outdoor Play Area for Apartment Dwellings**, to reduce the minimum required children's outdoor play area from 1 m^2 per unit to nil;

3. Relief from **Section 10.4.2.3.2 – Number of Apartment Units**, to increase the total permitted number of apartment units from 60 to 62, to facilitate the creation of 2 new affordable apartment dwellings within an existing apartment building.

As the proposed variances are:

(i) deemed to be minor variances from the provisions of the Town of Tillsonburg Zoning By-law No. 3295;

(ii) considered desirable for the appropriate development or use of the land;

(iii) in-keeping with the general intent and purpose of the Town of Tillsonburg Zoning By-law No. 3295; and

(iv) in-keeping with the general intent and purpose of the Official Plan.

Authored by: *original signed by* Eric Gilbert, MCIP, RPP
Senior Planner

Approved for submission by: *original signed by* Gordon Hough, RPP
Director

Plate 1: Existing Zoning & Location Map
File No: A13-22
Lot No. 459, Part 460-462, 464 Registered Plan No. 41R8383, 53 Queen Street, Town of Tillsonburg

Legend

Parcel Lines
- Property Boundary
- Assessment Boundary
- Unit
- Road
- Municipal Boundary

Zoning Floodlines Regulation Limit
- 100 Year Flood Line
- 30 Metre Setback
- Conservation Authority Regulation Limit
- Regulatory Flood And Fill Lines

Land Use Zoning (Displays 1:16000 to 1:500)

Notes

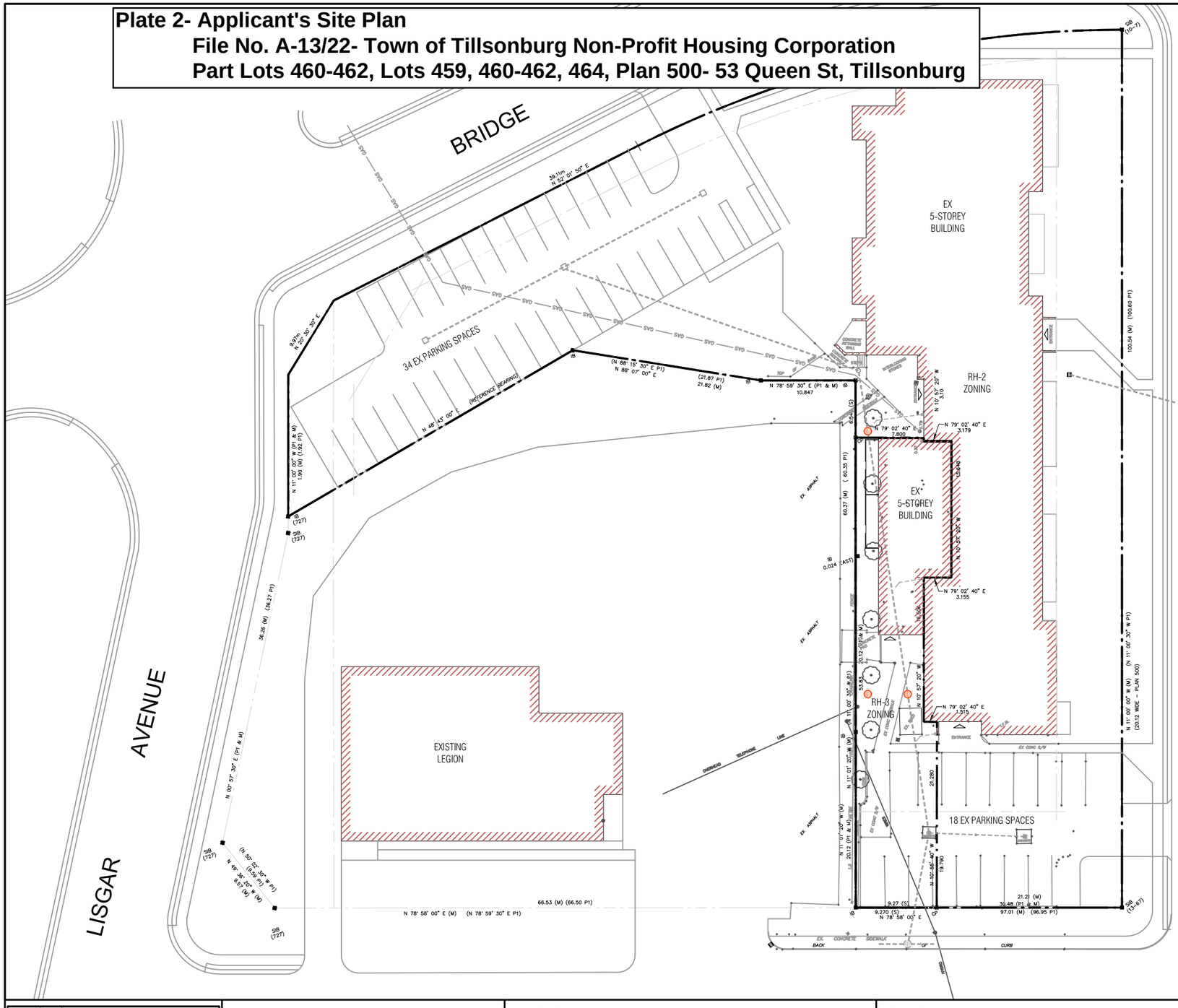
0 26 51 Meters

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 1, 2022

Plate 2- Applicant's Site Plan
File No. A-13/22- Town of Tillsonburg Non-Profit Housing Corporation
Part Lots 460-462, Lots 459, 460-462, 464, Plan 500- 53 Queen St, Tillsonburg



TRUE NORTH

CONSTRUCTION NORTH

PROJECT DATA

LOT DESCRIPTION	LOT 459, PART LOTS 460-462, PLAN 500 FRONT ON BRIDGE STREET EAST, DURHAM STREET AND QUEEEN STREET AND IS KNOWN MUNICIPALLY AS 53 QUEEN STREET.

ZONING STATISTICS - RH-2

ITEM	EXISTING ZONING BYLAW REQUIREMENTS	PROPOSAL
ZONING CATEGORY	RH-2	RH-2
NET RESIDENTIAL DENSITY (DWELLING UNITS PER HECTARE) (DWELLING UNITS PER ACRE)	144.9 (58.7)	149.8 (60.6)
HEIGHT OF BUILDING (max.)	5 STOREYS	5 STOREYS (EXISTING)
LOT FRONTAGE (min.)	21.2 m (69.5 ft.)	EXISTING TO REMAIN
EXTERIOR SIDE YARD SETBACK (min.)	7.4 m (24.3 ft.)	EXISTING TO REMAIN
INTERIOR SIDE YARD SETBACK (min.)	0 m (0 ft.)	EXISTING TO REMAIN
AMENITY AREA (min.)	631.4 m² (6796.5 ft².)	2044 m² = TOTAL (32.97 m² / per unit) 90 m² = (EX COMMON+LAUNDRY) 344 m² = (EX BALCONIES) 1610 m² = (EX OPEN LANDSCAPE SPACE)
SETBACK FROM ARTERIAL ROAD (min.)	13.0 m (42.6 ft.)	EXISTING TO REMAIN
NUMBER OF PARKING SPACES	43	47 (EXISTING)
LOT AREA (m²)	90	4140 (EXISTING)
APARTMENT UNITS (max.)	60	62 (1-NEW, 1-FUTURE)
BUILDING AREA	N/A	1170 m² (EXISTING)

ZONING STATISTICS - RH-3

ITEM	EXISTING ZONING BYLAW REQUIREMENTS	PROPOSAL
ZONING CATEGORY	RH-3	RH-3
NET RESIDENTIAL DENSITY (DWELLING UNITS PER HECTARE) (DWELLING UNITS PER ACRE)	260.0 (105.2)	EXISTING TO REMAIN
HEIGHT OF BUILDING (max.)	5 STOREYS	5 STOREYS (EXISTING)
LOT FRONTAGE (min.)	9.27 m (30.5 ft.)	EXISTING TO REMAIN
REAR YARD SETBACK (min.)	0 m (0 ft.)	EXISTING TO REMAIN
INTERIOR SIDE YARD SETBACK (min.)	0 m (0 ft.)	EXISTING TO REMAIN
AMENITY AREA (min.)	155.2 m² (1670.6 ft².)	EXISTING TO REMAIN
SETBACK FROM ARTERIAL ROAD (min.)	13.0 m (42.6 ft.)	EXISTING TO REMAIN
NUMBER OF PARKING SPACES	5	5 (EXISTING)
LOT AREA (m²)	90	500 (EXISTING)
APARTMENT UNITS (max.)	13	13 (EXISTING)
BUILDING AREA	N/A	176 m² (EXISTING)

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ARCHITECTURE.ENGINEERING
64 ONTARIO STREET NORTH
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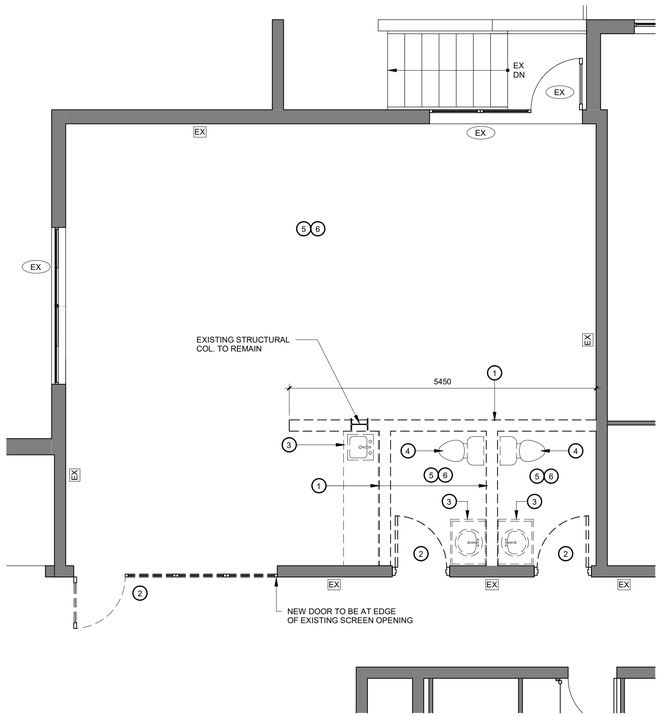
project
TOWNSVIEW TERRACE SUITE RENOVATION
53 QUEEN STREET
TILLSONBURG, ON

drawing
EXISTING SITE PLAN

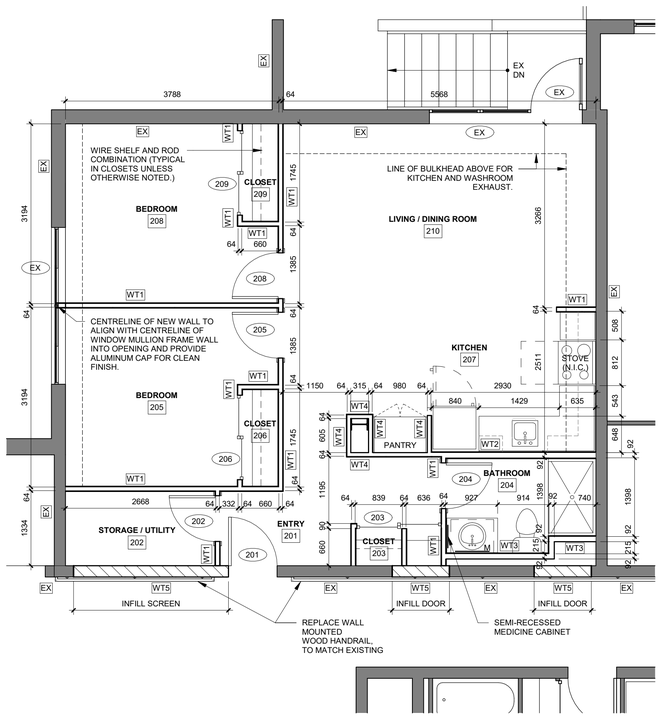
ISSUED FOR MINOR VARIANCE

date	plot scale	drawing scale	
11/10/2022	1:1	1:500	
project number	sheet-number	reference number	rev. no.
22012	SP1		1



1 NEW UNIT - DEMO

1 : 50



2 NEW UNIT

1 : 50

DEMOLITION COMPONENT NOTES

1. **INTERIOR - PARTITIONS**
NEATLY REMOVE ALL EXISTING INTERIOR PARTITIONS SHOWN DOTTED ON PLANS IN THEIR ENTIRETY FROM FINISHED FLOOR TO UNDERSIDE OF STRUCTURE ABOVE AND DISPOSE OF OFF-SITE. ENSURE WALLS ARE NON-LOAD-BEARING AND IF SO INFORM THE CONSULTANT IMMEDIATELY FOR DIRECTION ON REMOVALS. MAKE GOOD ANY DAMAGES TO ADJACENT WALL, FLOOR AND CEILING SURFACES CAUSED BY THESE REMOVALS.

2. **INTERIOR - SCREENS AND DOORS**
NEATLY REMOVE THE EXISTING METAL SCREENS, DOORS, GLAZING AND HARDWARE AS SHOWN DOTTED ON PLANS AND DISPOSE OF OFF-SITE. IF ADJACENT WALLS ARE TO REMAIN PREPARE OPENINGS AND MAKE GOOD FINISHES TO RECEIVE NEW INFILL OF THE OPENINGS AS PER THE NEW CONSTRUCTION DRAWINGS.

3. **INTERIOR - MILLWORK**
NEATLY REMOVE EXISTING MILLWORK WITHIN THIS ROOM IN ITS ENTIRETY INCLUDING ANY PLUMBING FIXTURES WHICH MAY BE INCLUDED IN THE BODY OF THE MILLWORK. MAKE GOOD ADJACENT WALLS AND SURFACES TO REMAIN AND TO RECEIVE NEW CONSTRUCTION. DISPOSE OF EXISTING MILLWORK OFF-SITE.

4. **INTERIOR - PLUMBING FIXTURES**
NEATLY REMOVE EXISTING PLUMBING FIXTURES AND ALL ASSOCIATED EXPOSED PIPING. REMOVE PIPING, FLANGES AND DRAINS BELOW THE EXISTING FINISHED SURFACES AND PROVIDE WATERTIGHT CAP AND TERMINATION. ALSO REFER TO PLUMBING DRAWINGS TO NEW OR RE-USED PLUMBING.

5. **INTERIOR - FLOORING**
NEATLY REMOVE EXISTING FINISHED FLOORING DOWN TO ORIGINAL STRUCTURAL FLOOR SUBSTRATE. REMOVE ASSOCIATED WALL BASE. SCRAPE DOWN FLOORS TO REMOVE ADHESIVE BUMPS, MORTARS, OR ANY OTHER SUBSTRATES AND MAKE GOOD ALL FINISHES TO THE ORIGINAL FLOORING SUBSTRATE USING CEMENTITIOUS FLOOR UNDERLAYMENT FOR CONCRETE FLOORS OR NEW PLYWOOD FOR PLYWOOD FLOORS DUE TO DAMAGES CAUSED BY FLOOR FINISH REMOVALS. ALL FLOOR PREPARATION IS TO BE PART OF THIS CONTRACT AND NO ADDITIONAL ALLOWANCE FOR OVER OR UNDER DEMOLITION WILL BE ACCEPTED. ALSO ON WALLS TO REMAIN, PATCH WALLS AFTER PREVIOUS BASE REMOVAL AND MAKE GOOD FINISHES TO RECEIVE NEW BASEBOARD AS PER THE ARCHITECTURAL DRAWINGS.

6. **INTERIOR - CEILINGS**
NEATLY REMOVE THE EXISTING CEILING MATERIALS BACK TO FRAMING MEMBERS IN THEIR ENTIRETY WITHIN THE ROOM SPACES IDENTIFIED ON THE PLAN. PROVIDE PROTECTION TO ADJACENT WALL FINISHES TO REMAIN AND MAKE GOOD ANY DAMAGES CAUSED BY THE CEILING REMOVALS.

GENERAL DEMOLITION NOTES:

A. CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS AND REPORT ANY DISCREPANCIES TO CONSULTANT FOR CLARIFICATIONS.

B. DEMOLITION DRAWINGS TO BE READ IN CONJUNCTION WITH THE ARCHITECTURAL DRAWINGS. CO-ORDINATE NEW INSTALLATIONS AS PER ARCHITECTURAL DRAWINGS AND WHERE ADDITIONAL DEMOLITION IS REQUIRED DUE TO THE NEW INSTALLATION PROVIDE THAT WORK ACCORDINGLY AT NO EXTRA COST TO THE CONTRACT. DEMOLITION DRAWINGS ARE ONLY DIAGRAMMATIC AND NOT MEANT TO SHOW COMPLETE OR INCLUSIVE REMOVALS FOR SITE CONDITIONS.

C. CONTRACTOR TO CONFIRM LOAD-BEARING WALLS OR ELEMENTS PRIOR TO ANY WALL REMOVALS.

D. CONTRACTOR TO PROVIDE ADEQUATE TEMPORARY SHORING PRIOR TO REMOVAL OF SUPPORTING STRUCTURE AND TO PROVIDE STAMPED PROFESSIONAL ENGINEERED DRAWINGS FOR THE SHORING OPERATIONS.

E. WHEREVER AN OPENING IS CUT IN AN EXISTING MASONRY OPENING, PATCH EDGES AND PARGE TO MAKE GOOD MASONRY JAMBS, HEAD AND SILLS.

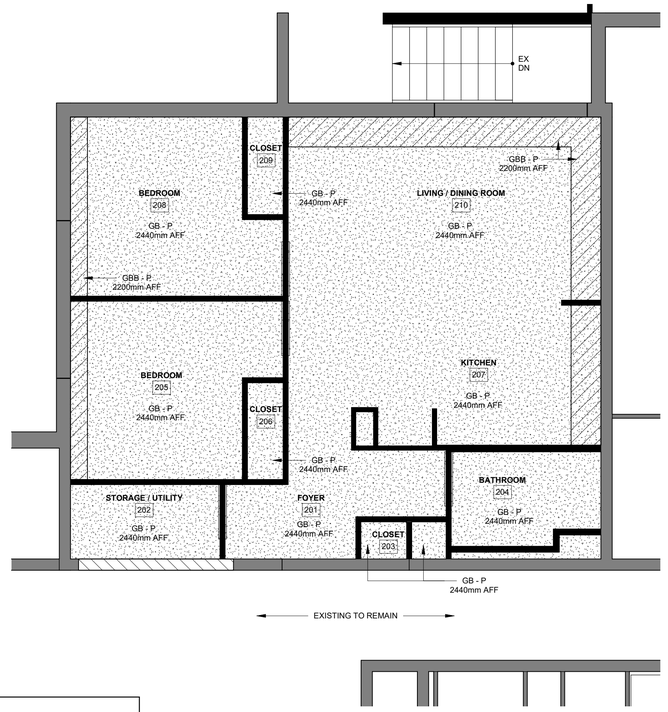
F. AREAS AFFECTED BY REMOVALS TO BE MADE GOOD TO EXISTING CONDITION OR BETTER.

G. WITH THE REMOVALS OF PLUMBING FIXTURES THE REMAINING PIPING TO BE REMOVED COMPLETELY, CAPPED OR MADE GOOD TO BE RE-USED. REFER TO MECHANICAL DRAWINGS. SIMILARLY WHERE NEW PIPING IS REQUIRED TO BE PLACED IN FLOORS, THIS CONTRACTOR TO DETERMINE THE EXTENT OF FLOOR CUTTING TO ALLOW FOR THE EFFECTIVE INSTALLATION OF NEW PLUMBING SUPPLY AND/OR DRAINAGE LINES. THESE DEMOLITION DRAWINGS DO NOT INDICATE THE EXTENT OF FLOOR CUTTING AND NO ADDITIONAL COST WILL BE ALLOWED FOR FLOOR CUTTING NOT ANTICIPATED BY THIS CONTRACTOR.

H. FOR AREAS AFFECTED BY HVAC AND PLUMBING REMOVALS, REFER TO MECHANICAL DRAWINGS.

I. FOR LIGHTING, POWER AND LIFE SAFETY FIXTURE REMOVALS IN AFFECTED AREAS, REFER TO ELECTRICAL DRAWINGS.

J. MAKE ALLOWANCES FOR CUTTING OPENINGS IN ROOFS, WALLS AND FLOORS FOR THE INSTALLATION OF MECHANICAL DUCTWORK, PIPING, CONDUIT AND OTHER MECHANICAL AND ELECTRICAL INSTALLATIONS.



CEILING LEGEND

CEILING TYPE 1

GB - P
GYPSUM CEILING BOARDS

- 15.9mm FIRE RATED GYPSUM CEILING BOARD TO U/S OF WOOD TRUSS.
- SMOOTH PAINTED FINISH

NOTE: PROVIDE R60 INSULATION IN ATTIC SPACE

CEILING TYPE 2

GBB - P
GYPSUM CEILING BOARDS

- 15.9mm GYPSUM BOARD ON METAL STUD FURRING/
- SEE RCP FOR INSTALLATION HEIGHTS
- SMOOTH PAINTED FINISH

- RCP

Plate 3- Applicant's Floor Plan
File No. A-13/22- Town of Tillsonburg Non-Profit Housing Corporation
Part Lots 460-462, Lots 459, 460-462, 464, Plan 500- 53 Queen St, Tillsonburg

SHEET SIZE: A1 609.6mm x 914.4mm

TRUE NORTH

CONSTRUCTION NORTH

no.	revisions	date	init.
1	ISSUED FOR MINOR VARIANCE	2022/11/10	KR

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date plotted : 11/10/2022 plot scale : 1:1

drawn : JY

designed : JBH

reviewed : KR

date : 11/10/2022

scale : 1:50

project :
TOWNSVIEW TERRACE SUITE RENOVATION
53 QUEEN STREET
TILLSONBURG, ON

drawing :
FLOOR PLANS - DEMO PROPOSED, AND REFLECTED CEILING PLANS

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drawing no. : 22012_ A100

rev. no. : 1

FORM 1
PLANNING ACT, 1990
APPLICATION FOR MINOR VARIANCE OR PERMISSION
Town of Tillsonburg Committee of Adjustment
Fee $1,200.00 ($2,300.00 - See Note 1 - Page 4)

Building, By-Law &
Planning Services
10 Lisgar Avenue
Tillsonburg ON
N4G 5A7

For Office Use Only		
PIN#:	ROLL#:	FILE:

The undersigned hereby applied to the Committee of Adjustment for the Town of Tillsonburg under Section 44 of the Planning Act, 1990, for relief, as described in this application form By-Law No. 3295 (as amended).

Name and Address of Owner		***Name and Address of Applicant/Agent (if applicable)***	
Tillsonburg Non-profit Housing Corporation		Jason Hunwicks (Reinders + Law Ltd)	
PO Box 203, Tillsonburg ON		64 Ontario Street North, Milton ON	
Postal Code:	***Telephone Number:***	***Postal Code:***	***Telephone Number:***
N4G 4H5	519-842-4890	L9T 2T1	905-457-1618 ext. 1316
Email: totil@golden.net		***Email:*** jasonh@reinders.ca	

1. Name and addresses of any mortgagees, holders of charges or other encumbrances:

2. Nature and extent of relief applied for: To be completed by the applicant. (include By-Law Section if known)

Requesting increase in maximum number of residential units from 60 to 62, By-Law 3295, Section 10.0, 10.4.2.2 and 10.4.2.3.2. Reduction in amenity area minimum from 40 sq.m. per unit to 32.9 sq.m. per unit, section 10.4.2.3.6. Maintain existing parking spaces of 52 total on both sites, 43 for section 10.4.2.3.8 and 5 for section 10.4.3.3.7

For office use only

3. Why is it not possible to comply with the Provision of the By-Law?
Request is required based on need for addition residential apartments.

4. Legal Description of Subject land:
Lot Number(s) 459, 460-462 Plan Number or Concession 500
Part Number(s) _____ Reference Plan Number 41R-10118
Street Address (if any) 53 Queen Street
The lot is located on the West side of the Street lying between Bridge Street and
Durham Street

5. Dimensions of land affected:

Frontage 21.2m Depth (average) _____

Area 4,140 sq.m. Width of Street _____

6. Particulars of all buildings and structures on or proposed for the subject land: (specify ground floor area, gross floor area, number of stories, width, length, height, etc.)

Existing: Existing 5-storey 1,346 sq.m. building area to remain,

Proposed: Renovate existing craft room (74 sq.m.) into a 2 bedroom apartment unit, with future provisions to convert another existing craft room into a unit as well. Maintain the existing 52 total parking spaces for both sites.

7. Location of all buildings and structures on or proposed for the subject land: (specify distance from side, rear and front lot lines as well as lot coverage.) Please include a copy of a survey with all measurements. A copy of a survey/ site plan prepared by an Ontario Land Surveyor or Consulting Engineer must accompany this application with all necessary measurements.

Existing: Existing to remain, interior renovations only.

Proposed: Existing to remain, interior renovations only.

8. Date of acquisition of subject land: _____

9. Date of Construction of all buildings and structures on subject land (if known): _____

10. Existing uses of the subject property Non-profit affordable housing, Zoning: RH-2 and RH-3

11. Existing uses of abutting properties: Royal Canadian Legion, Residential, and Place of Worship

12. Length of time the existing uses of the subject property have continued: _____

13. Municipal Services available (please check all appropriate boxes)

[X] Water [X] Connected

[X] Sanitary Sewers [X] Connected

[X] Storm Sewers

14. Present Official Plan Provisions applying to the land: _____

15. Present Zoning by-Law provisions applying to the land: RH-2 AND RH-3

16. Has the owner previously applied for relief in respect of the subject property? [X] Yes [ ] No

If the answer is yes, describe briefly ZONING AMENDMENT 7-08-9 AND B-76/008 (FEBRUARY 3, 2009)

17. Is the subject property the subject of a current application for consent under Section 53 of the Planning Act, 1990? [ ] Yes [X] No

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

I/We Jason Hunwicks (Reinders + Law Ltd) of the Region of Halton

In the Town of Milton.

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

DECLARED before me at the

Of _____ in the

Town of Milton

This 10 day of November, 2022

Owner(s)/Applicant

Owner(s)/Applicant

A Commissioner for Taking affidavits

Steven Richard Law,
a Commissioner, etc.,
Province of Ontario,
for Reinders + Law Ltd.
Expires September 21, 2023.

For Office use Only

AUTHORIZATION

NOTE: The property owner or the authorized agent must complete the application. Where an agent is making the application, the written authorization of the owner must be completed below. If the application is being made under an agreement of purchase and sale, a copy of the agreement must be attached and will remain confidential.

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

I/We, Mike Clarkson, am/are the owner(s) of the land that is the subject of this application for site plan and I/we authorize Jason Hunwicks (Reinders + Law Ltd), to make this application on my/our behalf.

Signature of Owner(s)

Signature of Owner(s)

NOV. 10, 2022

DATED

Notes:

1. It is required that one original copy of this application and all drawings be filed at the Town's Customer Service Centre, accompanied by a fee of $1,200.00 cash, debit, or cheque made payable to the Town of Tillsonburg. This amount includes the Town's $1,100.00 fee, as well as the County's $100.00 public works review fee. Applications after the fact cost a total of $2,300.00, including the Town's $2,200.00 fee and the County's $100.00 public works review fee.

Oxford County
Growing stronger together

Report No. CP 2022-417
COMMUNITY PLANNING
Council Meeting: December 12, 2022

To: **Mayor and Members of Tillsonburg Town Council**

From: **Eric Gilbert, Senior Planner, Community Planning**

Application for Consent B22-58-7 – The Salvation Army in Canada

REPORT HIGHLIGHTS

- The application for consent proposes to create a new residential infill lot in the central area of Tillsonburg.
- The proposed lot to be severed will have an area of 1,384.3 m^2 (0.34 ac), with 30.48 m (100 ft) of frontage on Concession Street West.
- Planning staff are recommending that the application not be approved, as the proposed lot to be severed is excessively large for a single detached dwelling, and the proposal may compromise the development potential of the lot to be severed and lot to be retained for future residential development.

DISCUSSION

Background

OWNERS: The Governing Council of the Salvation Army in Canada
2 Overlea Boulevard, Toronto ON M4H 1P4

LOCATION:

The subject lands are described as Part of Lot 7, Concession 11 (Dereham) in the Town of Tillsonburg. The lands are located on the north side of Concession Street West, between Quarter Town Line and Victoria Street, and are municipally known as 110 Concession Street West.

COUNTY OF OXFORD OFFICIAL PLAN:

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

TILLSONBURG ZONING BY-LAW NO. 3295:

Existing Zoning: Minor Institutional Zone (IN1)

EXISTING USE OF SUBJECT PROPERTY:

Lot to be Severed –vacant

Lot to be Retained – place of worship

SERVICES: Lot to be Severed: municipal sanitary sewer & water (on Concession St W)
Lot to be Retained: municipal sanitary sewer & water (on Concession St W)

ACCESS: Lot to be Severed: paved, municipal street (Concession St W)
Lot to be Retained: paved, municipal street (Concession St W & Northview Drive)

PROPOSAL:

	Severed Lot	Retained Lot
Area	1384.3 m^2 (0.34 ac)	1.67 ha (4.1 ac)
Frontage	30.48 m (100 ft)	71.41 m (234 ft)
Depth	45.42 m (149 ft)	170 m (557.7 ft)

The purpose of the Application for Consent is to create a new vacant residential lot. The lot to be severed will have a lot area of approximately 1384.3 m^2 (0.34 ac), with frontage on Concession Street West. The lot to be retained will have an area of 1.67 ha (4.1 ac), with frontage on Concession Street West and Northview Drive, and contains an existing place of worship.

Surrounding land uses consist of a number of dwelling types, including single detached dwellings, duplexes, triplexes, and apartment dwellings. Institutional uses are located to the north and west.

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

Plate 2, 2020 Aerial Map, provides an aerial view of the subject lands and surrounding area.

Plate 3, Applicant's Sketch, provides the dimensions of the lands to be severed.

Application Review

PROVINCIAL POLICY STATEMENT:

The 2020 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 housing (including additional 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 1.1.3.1 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.

Section 1.1.3.4 directs that appropriate development standards shall be promoted which facilitate intensification, redevelopment and compact form, while avoiding or mitigating risks to public health and safety.

Further, Section 1.4 - Housing, specifically ss. 1.4.3, states 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 of the regional market area by:

- Establishing and implementing minimum targets for the provision of housing which is affordable to low and moderate income households;
- Permitting and facilitating all forms of housing required to meet the social, health and well-being requirements of current and future residents;
- Permitting and facilitating all types of residential intensification, including additional residential units and redevelopment, in accordance with policy 1.3.3.3;
- Directing the development of new housing towards locations where appropriate levels of infrastructure and public service facilities are or will be available to support current and projected needs;
- Promoting densities for new housing which efficiently use land, resources, infrastructure and public service facilities, and support the use of active transportation and transit in areas where it exists or is to be developed; and
- Establishing development standards for residential intensification, redevelopment and new residential development which minimize the cost of housing and facilitate compact form, while maintaining appropriate levels of public health and safety.

OFFICIAL PLAN:

The subject lands are located within the ‘Low Density Residential’ designation according to the Town of Tillsonburg Residential Density Plan, as contained in the Official Plan. Low density residential districts are those lands that are primarily developed or planned for a variety of low-rise, low density housing forms including both executive and smaller single-detached dwellings, semi-detached, duplex and converted dwellings, street-fronting townhouses and other, similar forms of development. Within these areas, it is intended that there will be a mixing and integration of different forms of housing to achieve a low overall density of use.

The policies of Section 8.2.4.1 (Infill Housing) also apply to this proposal. Infill housing is defined as the placement of new residential development into established built-up areas on vacant or underutilized sites. In order to efficiently utilize the land supply designated residential and municipal servicing infrastructure, infill housing will be supported in Low Density Residential Districts.

The introduction of new residential housing into an established streetscape pattern will only be permitted if the proposal is deemed to be consistent with the characteristics of existing development on both sides of the same street. In order that street oriented infill projects are sensitive to the continuity of the existing residential streetscape, the County Land Division Committee and Town Council will ensure that the proposal is consistent with the street frontage, setbacks, lot area and spacing of existing development within a two block area on the same street.

In addition to the specific infill policies identified, the following policies will apply to all infill proposals:

- the location of vehicular access points, the effect of traffic generated by the proposal on the public road system, pedestrian and vehicular safety and surrounding properties is assessed and found to be acceptable;
- existing municipal services and community facilities will be adequate to accommodate the proposed infill project;
- stormwater run-off from the proposal will be adequately controlled and will not negatively affect adjacent properties;
- the extent to which the proposed development provides for the retention of any desirable vegetation or natural features that contribute to the visual character of the surrounding area;
- the effect of proposed development on environmental resources or the effects of environmental constraints on the proposed development will be addressed and mitigated in accordance with Section 3.2;
- compliance of the proposed development with the provisions of the Zoning By-Law of the Town and other municipal by-laws; and
- consideration of the potential effect of the development on natural and heritage resources and their settings.

Residential intensification and compact urban form shall be facilitated through appropriate zoning standards and Town Council may consider the use of reduced municipal infrastructure requirements and lot standards on a site or area specific basis, provided that such standards are still in keeping with the overall objectives of the Official Plan.

TOWN OF TILLSONBURG ZONING BY-LAW:

The subject lands are zoned ‘Minor Institutional Zone (IN1)’ according to the Town’s Zoning By-law. The IN1 zone permits a cemetery, community centre, daycare centre, fire, police or ambulance station, home occupation, nursery school, nursing home containing less than 20 beds, parking lot, place of worship, public library, public use, public or private school, and single detached dwelling which is accessory to a permitted non-residential use.

A standalone single detached dwelling is not a permitted use within the IN1 Zone; it must be accessory to a permitted non-residential use.

Residential properties surrounding the subject property are zoned 'Low Density Residential Type 1 Zone (R1)'. The provisions of the R1 Zone require a minimum lot area of 480 m^2 (5,166.8 ft^2), minimum lot frontage of 15 m (49.2 ft), and minimum lot depth of 32 m (105 ft). The proposed lot to be severed is double the minimum lot size for a R1 lot as it is proposed to have a lot area of 1384.3 m^2 (0.34 ac) and lot frontage of 30.48 m (100 ft).

AGENCY COMMENTS:

The Town of Tillsonburg Engineering Department provided the following comments:

- Two sets of water and sanitary services were provided to the front property line of the proposed lot to be severed through the reconstruction of this area that was completed in 2013;
- There is an existing 0.3 m reserve in front of the lot to be severed that will need to be dedicated to the road allowance.

The Town of Tillsonburg Building Department indicated that cash in lieu of parkland will be payable if approved, and property is required to be rezoned to permit a residential use.

The Oxford County Public Works Department provided the following comments:

- Based on information provided on County GIS, two water and sanitary services were installed to property line for the lot to be severed.
- Connection fees shall be made payable to the County at time of connection.

Town of Tillsonburg Fire & Rescue Services, Town of Tillsonburg Development Commissioner, Bell Canada and Canada Post indicated that they have no objections or concerns regarding the application.

PUBLIC CONSULTATION:

Notice of the consent was provided to the public and surrounding property owners in accordance with the requirements of the Planning Act on November 21, 2022. At the time of writing this report, no comments or concerns were received from the public.

Planning Analysis

The application for consent proposes to create a new vacant residential infill lot in Tillsonburg, while retaining vacant residential land and an existing place of worship.

The lands to be severed are suitable for residential purposes, however, Planning staff are of the opinion that the size of the proposed lot to be severed is excessive and does not represent an efficient use of land and municipal infrastructure in a fully serviced settlement area. In this regard, it is not consistent with the policies of the PPS in section 1.1.3.1.

Although the lot frontage and lot area of the proposed lot to be severed is consistent with the lot frontage and area of other lots along Concession Street West in the vicinity, it is noted that many of these lots were developed in the period of 1959-1972 on private services in the former Township of Dereham and were annexed into the Town of Tillsonburg in 1961. These lots are

considered to be oversized by current standards and do not represent an efficient use of land or municipal services. Although the proposed residential use of the lands to be severed has not been identified by the applicant, if the lands were used for a single detached dwelling the resulting residential density of the proposed lot to be severed is 7 units per hectare (3 units/ac), less than the minimum residential density of 15 units per hectare (6 units/ac) as required by the policies related to the Low Density Residential designation. Adjacent and surrounding residential properties are zoned 'Low Density Residential Type 1 Zone (R1)'. The lot to be severed has twice the required lot frontage and has 2.8 times the required minimum lot area for an R1 zoned lot.

The applicant has indicated that the lot to be severed will be used for residential purposes, but has not identified the type of residential use proposed. As a single detached dwelling or standalone residential use is not permitted in the IN1 zone, a zone change would be required to permit the single detached dwelling or any other residential use.

Additionally, the lot to be retained also includes frontage and additional development opportunities on Northview Drive to the north. The available vacant lands west of the place of worship are approximately 0.46 ha (1.13 ac); these lands are sufficiently large that they could potentially accommodate a multi-residential development. Planning staff are of the opinion that the proposed lot to be severed is excessively large for a single detached dwelling, the subject lands represent an underutilized site that could accommodate some form of multi-residential development to provide additional housing types and density in Town. Planning staff are of the opinion that the severance as proposed could preclude the orderly development of the lot to be severed or retained for potential multi-residential purposes.

In light of the foregoing, it is the opinion of this Office that the proposed application for consent is not consistent with the policies of the PPS and does not maintain the intend of the Official Plan respecting efficient use of land and municipal services within a serviced urban area, as the lot to be severed is excessively large and could preclude the efficient development of the lands. As such, Planning staff recommend that the application not be approved.

RECOMMENDATION

The Council of the Town of Tillsonburg advise the Oxford County Land Division Committee that the Town does not support the application for consent as the proposed lot to be severed is excessive and does not represent an efficient use of land or municipal services within a fully serviced settlement area.

SIGNATURES

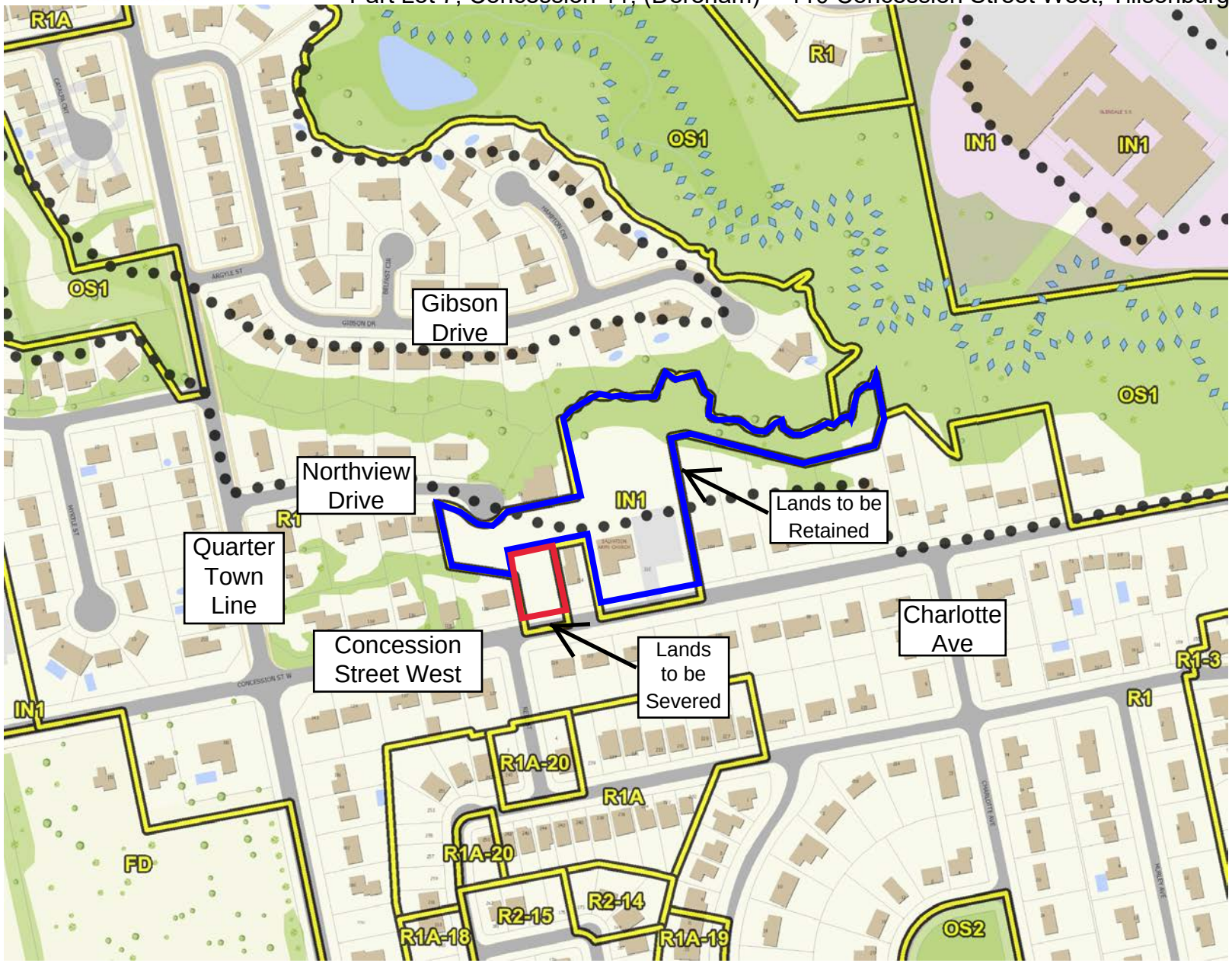
Authored by: *"Original Signed By"* Eric Gilbert, MCIP RPP
Senior Planner

Approved for submission: *"Original Signed By"* Gordon K. Hough, RPP
Director

Plate 1: Existing Zoning and Location Map

File Nos: B22-58-7: The Governing Council of the Salvation Army in Canada

Part Lot 7, Concession 11, (Dereham) - 110 Concession Street West, Tillsonburg



Legend

Zoning Floodlines Regulation Limit

- 100 Year Flood Line
- 30 Metre Setback
- Conservation Authority Regulation Limit
- Regulatory Flood And Fill Lines

Land Use Zoning (Displays 1:16000 to 1:500)

Notes

0 102 205 Meters

NAD_1983_UTM_Zone_17N

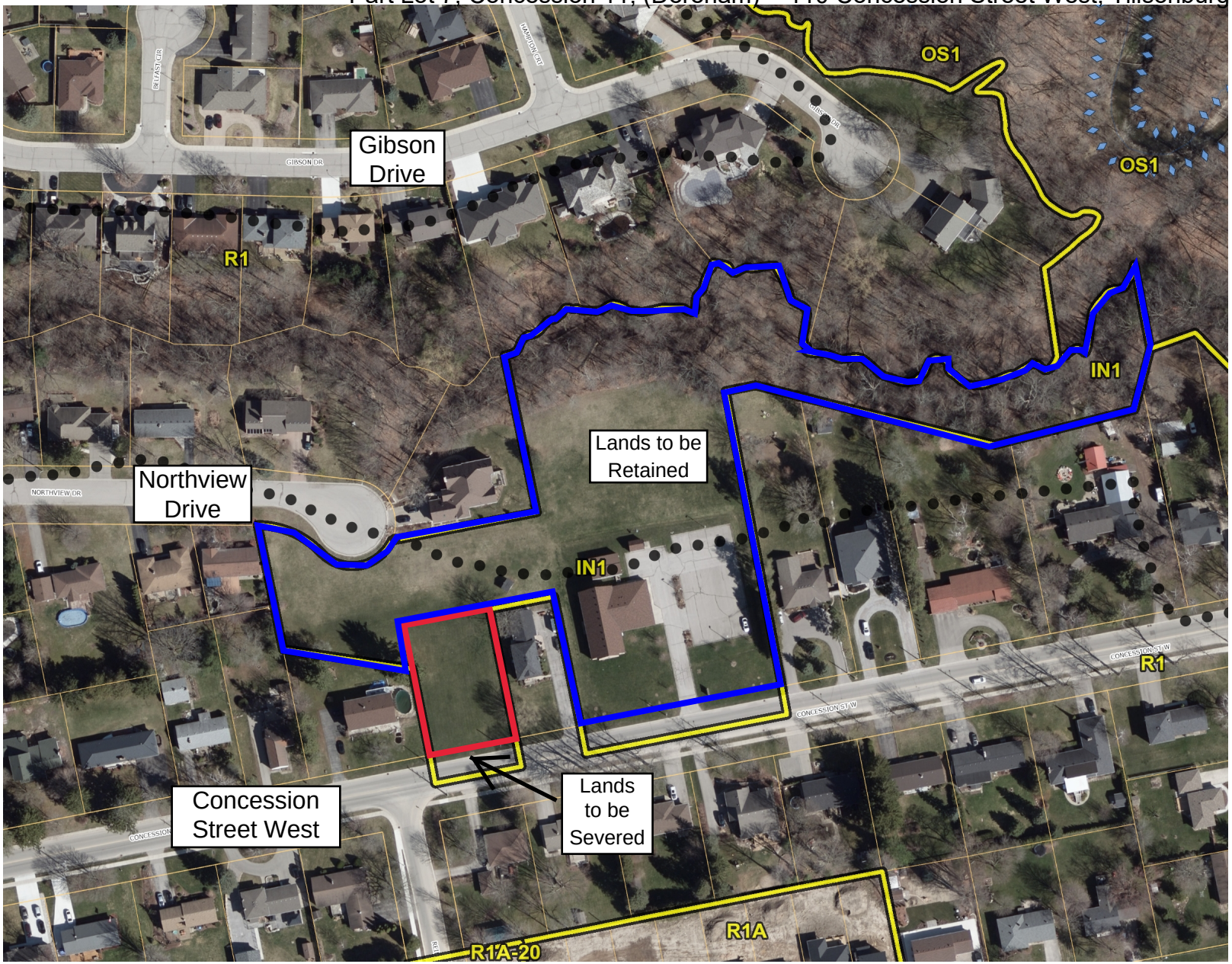
This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. This is not a plan of survey

November 1, 2022

Plate 2: 2020 Aerial Map

File Nos: B22-58-7: The Governing Council of the Salvation Army in Canada

Part Lot 7, Concession 11, (Dereham) - 110 Concession Street West, Tillsonburg



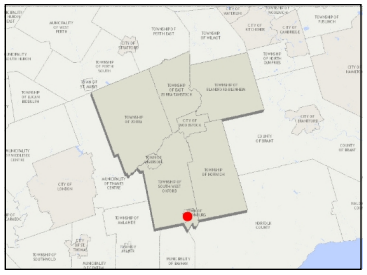
Legend

Zoning Floodlines Regulation Limit

- 100 Year Flood Line
- 30 Metre Setback
- Conservation Authority Regulation Limit
- Regulatory Flood And Fill Lines

Land Use 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

November 1, 2022

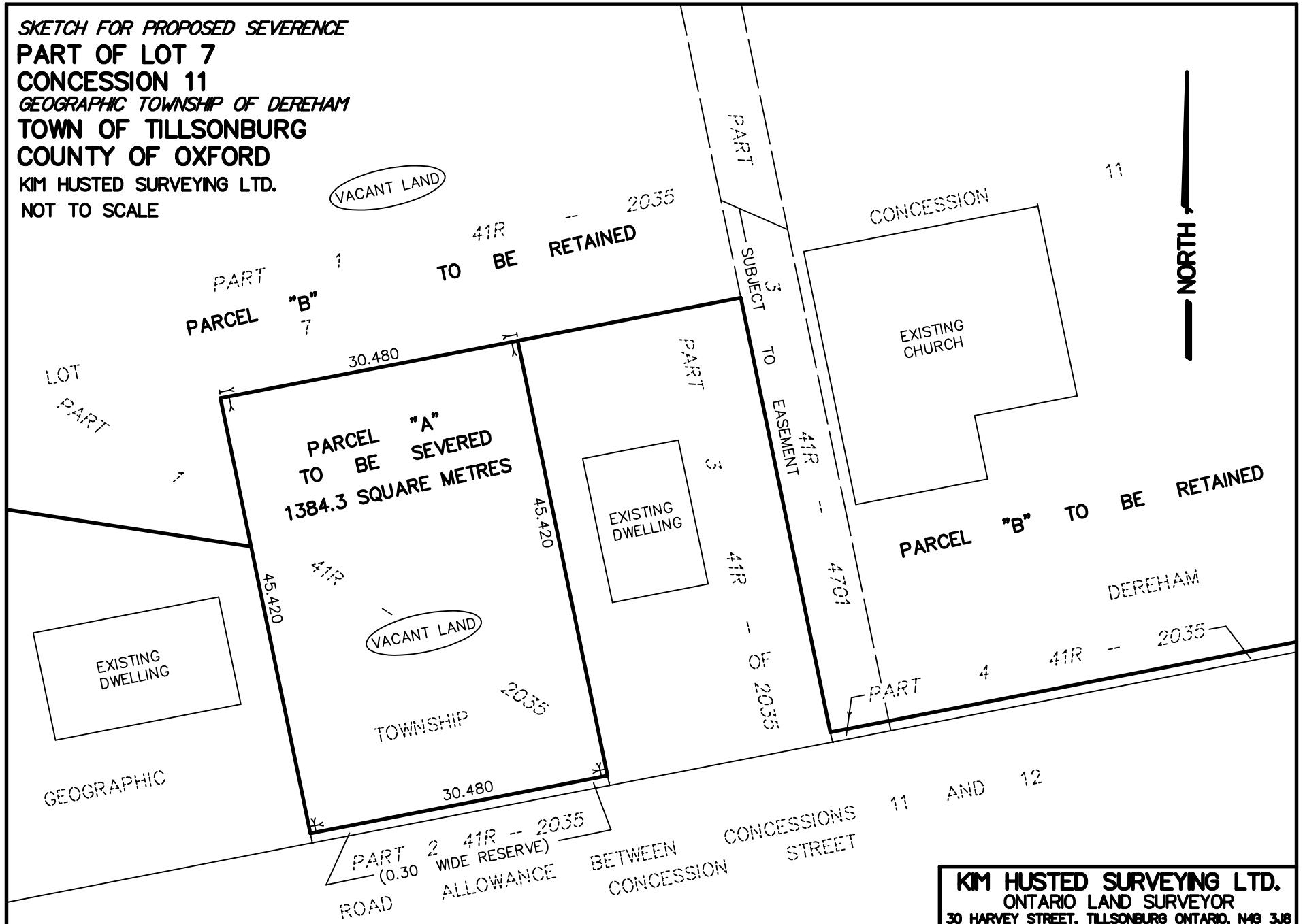


Plate 3: Applicant's Sketch
File Nos: B22-58-7: The Governing Council of the Salvation Army in Canada
Part Lot 7, Concession 11, (Dereham) - 110 Concession Street West, Tillsonburg

Oxford County
Growing stronger together

File No. B 22-58-7

File No. A _____

APPLICATION FOR CONSENT ☐

or

APPLICATION FOR CONSENT AND MINOR VARIANCE ☐

(Check One)

Oxford County Land Division Committee

1. **Registered Owner(s): (AS NAME APPEARS ON TITLE)**

Name: The Governing Council of The Salvation Army in Canada
Phone: _____

Address: 2 Overlea Blvd.,
Cell: _____

Toronto, ON
Postal Code: M4H 1P4

Email Address: Julia.Coley-Phillips@salvationarmy.ca

2. **Applicant (if other than registered owner):**

Name: _____
Phone: _____

Address: _____
Cell: _____

_____
Postal Code: _____

Email Address: _____

3. **Solicitor or Agent:**

Name: _____
Phone: _____

Address: _____
Cell: _____

_____
Postal Code: _____

Email Address: _____

4. **Location of Subject Land:**

Municipality Tillsonburg
former municipality _____

Lot(s) Part of Lot 7
Concession 11

Lot(s) _____
Registered Plan No. _____

Part(s) _____
Reference Plan No. _____

The subject land is located on the North side of Concession (St./Rd./Ave./Line)

lying between Quartertown Line (St./Rd./Ave./Line) and Rolp (St./Rd./Ave./Line)

Street and/or 911 Address (if any): 110 Concession St W

All communications will be sent to those listed above, unless otherwise directed.

OFFICE USE ONLY

10-Aug-22 — Date Application Received Date

Prescribed Information Complete

00026064 — PIN

REV JAN. 2022

NATURE OF APPLICATION

5. a) **Type and Purpose of Proposed Transaction:** (check appropriate box(es))

Conveyance

☑ Creation of a New Lot(s) - Specify number of new lots proposed (not including retained lot): 1

Is a certificate required for the retained lot? ☐ Yes ☐ No

☐ Addition to a lot

Is a certificate of cancellation of previous severance required? ☐ Yes ☐ No

☑ "Technical Severance" (i.e., the land being severed and the land being retained were formerly separate holdings but have since become consolidated)

Other

☐ Lease ☐ Correction of Title

☐ Easement / Right-of-Way ☐ Other (specify) _____

b) If Known, name of Person(s) (purchaser, lessee, mortgagee, etc.) to whom land is intended to be conveyed, leased or mortgaged unknown at this time

Is a partial discharge of mortgage required: ☐ Yes ☐ No

6. **Minor Variance(s) Request:** (if applicable)

	LOT TO BE SEVERED		LOT TO BE RETAINED	
a) SECTION & PROVISION FROM BY-LAW	REQUIRED	PROPOSED	REQUIRED	PROPOSED

b) **Why** is it not possible to comply with the provisions of the By-Law? _____

7. **Is the lot(s) to be severed or the lot to be retained currently** the subject of any other application under the Act, such as an application for an Official Plan amendment, a zoning by-law amendment, a Minister's Zoning Order or approval of a plan of subdivision?

☑ No ☐ Unknown

☐ Yes If yes, File No. _____ Status/Decision _____

HISTORY OF THE SUBJECT LANDS

8. Are there any easements or restrictive covenants affecting the subject land? ☐ Yes ☐ No

If yes, describe each easement or restrictive covenant and its effect.

9. a) **Has the subject property** ever been the subject of an application for a plan of subdivision or an application for severance under the Planning Act?

☑ No ☐ Unknown

☐ Yes If yes, File No. _____ Status/Decision _____

b) Has any land been severed from the parcel originally acquired by the owner of the subject land?

☑ No ☐ Unknown

☐ Yes If Yes, File No(s). _____ Status/Decision _____

c) **If this application is for a lot addition, has the lot to be enlarged** ever been the subject of a previous severance?

☐ Not Applicable ☑ No ☐ Unknown ☐ Yes

If Yes, please provide the previous severance File No. **and a copy of the deed for the property to be enlarged**.

File No(s). _____

d) **Has the lot(s) to be severed or the lot to be retained** ever been the subject of any other application under the Act, such as an application for an Official Plan amendment, a zoning by-law amendment, a Minister's Zoning Order or a minor variance?

☐ No ☐ Unknown

If yes, File No. _____ Status/Decision _____

☐ Yes

INFORMATION ABOUT SUBJECT LAND(S) (REQUIRED)

10. a) **Present Official Plan Designation** applying to the subject land: Residential

b) **Present Zoning** applying to the subject land: IN1 Minor Institutional

c) Is the application consistent with the **Provincial Policy Statement, 2020,** as amended?

(see Item No. 9 in the application guide) ☑ Yes ☐ No

11. **Description of Subject Land:** (please use additional page(s) if multiple lots are being severed, label as 4A, 4B etc.)

	LOT TO BE SEVERED		LOT TO BE RETAINED		LOT TO BE ENLARGED (prior to severance)	
DIMENSIONS (Required)	Metres	Feet	Metres	Feet	Metres	Feet
Frontage	30.480		71.41			
Average Depth	45.420		140			
Average Width	30.480		170			
Area (indicate sq.m / ha or sq.ft. / ac)	1384.3sq.m		1.67ha			

	PLACE AN 'X' IN THE APPROPRIATE BOX BELOW				
USE OF SUBJECT LANDS (Required)	EXISTING	PROPOSED	EXISTING	PROPOSED	EXISTING
Residential (City/Town/Village/Rural Cluster)		X			
Non-Farm Rural Residential					
Seasonal Residential					
Mobile Home Park					
Commercial					
Recreational					
Agricultural					
Institutional			X		
Industrial					
Parkland					
Other (specify)	Vacant			Nothing	

Provide details on existing uses:
(i.e. Residential, Commercial, Agricultural, Industrial, etc.)

LOT TO BE SEVERED	LOT TO BE RETAINED	LOT TO BE ENLARGED
Institutional	Institutional	

Provide details on proposed uses:

LOT TO BE SEVERED	LOT TO BE RETAINED	LOT TO BE ENLARGED
Residential	Institutional	

BUILDINGS AND STRUCTURES – USE & TYPE (YOU MUST INDICATE IF LAND IS VACANT; PROVIDE DATE OF CONSTRUCTION FOR EXISTING)			
	LOT TO BE SEVERED	**LOT TO BE RETAINED**	**LOT TO BE ENLARGED**
EXISTING	Vacant	Existing Church	
PROPOSED	Nothing at this time		

Place an 'x' in the appropriate box below

	LOT TO BE SEVERED		LOT TO BE RETAINED		LOT TO BE ENLARGED
	EXISTING	PROPOSED	EXISTING	PROPOSED	EXISTING
TYPE OF ACCESS					
Provincial Highway					
County Road					
Municipal Road maintained all year	x		x		
Municipal Road seasonally maintained					
Unopened Road Allowance					
Right-of-Way owned by:					
Water Access (describe boat docking and parking facilities on mainland & distance from proposed lot)					
Other (specify)					
TYPE OF WATER SUPPLY					
Publicly owned and operated piped water system	x		x		
Privately owned and operated communal water system					
Privately owned and operated individual well					
Lake or other water body					
Other (specify)					
TYPE OF SEWAGE DISPOSAL					
Publicly owned and operated sanitary sewer system	x		x		
Privately owned and operated communal septic system					
Privately owned and operated individual septic system					
Pit Privy					
Other (specify)					
WHEN WILL WATER SUPPLY AND SEWAGE DISPOSAL SERVICES BE AVAILABLE (if applicable)					

If the decision of this application is appealed by a third party, I Jeff Barrett - Representing The Governing Council of The Salvation Army in Canada
(owner/applicant name – please print)
agree to support the application, provide assistance in the preparation and presentation of the application before the Ontario Land Tribunal and pay all of the County's legal costs associated with the Tribunal hearing.

(signature of owner / applicant) Jeff Barrett - A.S.O. Property Secretary

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

I / We Jeff Barrett

of the city of Barrie *(Township or Municipality)* *in the* County of Simcoe *(County or Region)*

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 in the city *of* Toronto *in the* Province *of* Ontario

this 25 *day of* October *20*22.

Owner / Applicant

Owner / Applicant

Margot Jack
A Commissioner for Taking Affidavits

MARGOT JACK, Notary Public, City of Toronto, limited to the attestation of instruments and the taking of affidavits, for The Governing Council of The Salvation Army in Canada. Expires May 17, 2024.

MFIPPA Notice of Collection & Disclosure

The collection of personal information on this form is legally authorized under Sec.53 of the *Planning Act* and O.Reg.197/96 for the purpose of processing your planning application. Questions about this collection should be directed to the Director of Community 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.

DECISION LETTER

Downtown Tillsonburg BIA 2022 AGM held

November 23rd, 2022 @ Tillsonburg Seniors Centre Auditorium

At the Annual General Meeting of the Downtown Tillsonburg Business Improvement Area held November 23rd, 2022; the following motion was ADOPTED/APPROVED:

To recommend to the Council of the Town of Tillsonburg; the appointment of Directors to the Board of Management for the 2023-2026 term (DTBIA)

Moved by: D. Covey and Seconded by: B. Cressman

MOTION:

"and resolved that the following individuals be appointed to the DTBIA Board of Management for the term of 2023-2026":

*note – the address was corrected for Carriage Hall/Chrissy's Catering.

Ben Cressman	Corporate Rep – Strathallen, 200 Broadway
Brandon Thompson	Corporate Rep - True North Cannabis Co.,111 Broadway
Cedric Tomico	Corporate Rep - Verne's Carpet One, 80 Broadway
Cheryl Fody	Corporate Rep - Century 21, 24 Harvey Street
Emily Odorjan	Tenant – Agricorp, 164 Broadway, Unit 10, Suite 4
Jessy Rhora	Tenant - Loading Screen, 71 Broadway
Marcel Rosehart	Landlord - Chrissy's Catering, 25 Brock St. W.
Mark Tedesco	Tenant - 18 Oxford Street (basement)
Michelle Gleeson	Corporate Rep - Scotiabank – 199 Broadway
Mike Bossy	Landlord - BNG – 37 Ridout St. W.
Wendy Cameron	Landlord - 131 Broadway

Carried: ✓ Approved by: *C. Tomico*

Dated: November 23rd, 2023

Town of Tillsonburg
Office of the Mayor
200 Broadway, Suite 204 Tillsonburg, ON N4G 5A7

Tel: (519) 688-3009
Fax: (519) 842-9431

November 24, 2022

TO: Ministry of Municipal Affairs and Housing

RE: Town of Tillsonburg Response to Bill 23 More Homes Built Faster Act, 2022

The Town of Tillsonburg is commitment to working with the Government to increase the supply of housing and to improve housing affordability within the region. We acknowledge the positive aspects of the Bill and plan; however, we also have serious concerns about the Bill, which will have the effect of undermining the financial capacity of municipalities to support growth and diminishing essential environmental protections to name a few. To this effect the town's position would reflect similarities to AMO's November 16, 2022 response.

As per AMO's preliminary analysis the Bill would transfer up to $1 billion a year in costs from private sector developers to property taxpayers without any likelihood of improved housing affordability. Similarly, the bill's provisions designed to reduce environmental protection will benefit developers in the short term, with costs to the public and homeowners that cannot be calculated to date.

Therefore, town Council implores the Members of the Committee and all Members of the Provincial Parliament to consider the gravity of the Bill, where as drafted/proposed, benefit private interests at the expense of public interests.

We appeal to the Provincial Government to reconsider aspect of the proposed Bill and strongly believe that solutions to the housing crisis can be found in collaboration, cooperation, and innovation. Furthermore we mimic AMO's response, it is time for Ontario to work with all of its housing partners toward advances in land use planning and an integrated approach to environmental, social and economic policy that allows Ontario to take its place ahead of competing jurisdictions.

Best regards,

Deb Gilvesy,
Mayor, Town of Tillsonburg
dgilvesy@tillsonburg.ca

Long Point Region Conservation Authority

MEDIA RELEASE

November 22, 2022

Long Point Region Conservation Authority Calls on Province to Reconsider Bill 23

Proposed changes may jeopardize the Province's stated goals by increasing risks to life and property.

Following the Ontario government's introduction of Bill 23, *More Homes Built Faster Act, 2022*, Long Point Region Conservation Authority is asking the province to reconsider some of the proposed legislative changes to the *Conservation Authorities Act* to ensure Conservation Authorities retain the ability to protect people and property from natural hazards, such as erosion and flooding. Last week, Long Point Region Conservation Authority submitted a letter outlining our concerns to the Standing Committee on Heritage, Infrastructure and Cultural Policy.

LPRCA's letter addresses the Authority's concerns specific to proposed legislative changes. The Authority will be submitting additional comments expressing concerns with various proposed regulatory changes through the Environmental Registry of Ontario (ERO) website. An overview of LPRCA's concerns with Ontario's proposed regulation changes can be found in the report the General Manager delivered to the LPRCA Board of Directors on November 2.

The full text of the letter submitted to the Standing Committee is below.

Dear Chair Scott and Honourable Members of the Standing Committee,

Thank you for the opportunity to provide comments on Bill 23, *More Homes Built Faster Act*, 2022, specifically, Schedule 2, *Conservation Authorities Act*.

Long Point Region Conservation Authority (LPRCA) is a rural Conservation Authority in southwestern Ontario. Our watershed includes some of Canada's best agricultural land, and is dotted with towns and villages and bordered on the south by the beautiful shores of Lake Erie. For nearly 75 years, we have worked cooperatively with the municipalities within our watershed to balance human needs with the needs of the environment.

There's no question that Ontario has a housing supply and affordability issue that needs to be pragmatically addressed. We support the government's commitment to streamlining processes and reducing unnecessary barriers to development. We are proud of our proven track record of providing regulatory services that are streamlined and client-centred. We work hard to provide the best customer service to the municipalities, communities, residents and developers we serve.

We will do our part to help the Province meet its goal of building 1.5 million homes in Ontario over the next ten years. We think the outcomes stated in the *More Homes Built Faster Act* are important but we are concerned that the proposed legislative changes may have unintentional, negative consequences. Rather than creating conditions for efficient housing development, these proposed changes may jeopardize the Province's stated goals by increasing risks to life and property for Ontario residents.

1. Municipalities should retain the ability to enter into agreements with Conservation Authorities for review and comments on development applications.

Bill 23 as currently written precludes municipalities from entering into agreements with CAs to provide advice on matters beyond the narrow natural hazards scope set out the Provincial Policy Statement, Section 3.1. Previous legislative amendments require agreements prior to Conservation Authorities commenting beyond the specified core mandate, thus allowing the municipalities to select the plan review services they require.

Our member municipalities rely on LPRCA's water resources expertise to provide technical advice on natural hazards more broadly to avoid flooding, erosion and drought impacts, such as on matters of storm water management and wetlands. Bill 23 as currently written will prohibit CAs from providing this service, shifting the role to municipal staff who have neither the capacity nor expertise to address these natural hazard related issues. This will result in longer response times and increased costs, and impede the government's goals for public safety and more affordable housing development. Instead of making the permitting process more streamlined, these proposed legislative changes remove an existing efficiency.

LPRCA has provided comments to municipalities in a cost-effective and timely manner for decades. LPRCA consistently meets or exceeds comment due dates and is currently working with our partner municipalities to further adapt review processes to meet the new timelines prescribed on municipalities.

Suggested Legislative Amendments:
That Schedule 2 of Bill 23 subsections 3 and 4 be removed in their entirety from the schedule and that complementary subsection 14(3) also be removed.

2. Development subject to Planning Act authorizations should not be exempt from requiring Conservation Authority permits and Conservation Authority regulations should not be delegated to Municipalities.

It is unclear whether the proposed exemptions will be limited to certain types of low-risk development and hazards, which we applaud, or if the purpose is to transfer Conservation Authority (CA) responsibilities to municipalities on a broader scale. The municipal planning process on its own is insufficient to ensure natural hazard concerns are addressed through design and construction. CA permits deal with matters such as building location relative to hazards and floodproofing design elements that are not included in the Building Code. Without limitations or further scoping, the proposed changes signal future delegation of CA permitting roles to municipalities that have neither the capacity nor the expertise in water resource engineering to ensure that people and property are protected from natural hazards. This will result in longer response times and increased costs, and impede both of the government's goals for public safety and more affordable housing development.

We suggest that the Multi-stakeholder Conservation Authorities Working Group be reestablished to provide advice on development activities that may be suitable for exemption from permit requirements using existing clauses within Section 28(3) and (4) of the *Conservation Authorities Act*. This approach avoids unintended risk to public safety, properties, or natural hazards.

Suggested Legislative Amendments:
That Schedule 2 of Bill 23 subsections 7(2) be removed in its entirety from the schedule and that complementary subsections 13(2) and 14(1) also be removed.

Thank you again for the opportunity to provide comments. We appreciate your consideration of the proposed changes in this submission to identify solutions that will increase Ontario's housing supply without jeopardizing public safety.

Sincerely,

John Scholten, Chair
Michael J. Columbus, Vice-Chair

cc.
MPP Bobbi Ann Brady, Haldimand-Norfolk
MPP Will Bouma, Brantford-Brant
MPP Rob Flack, Elgin-Middlesex-London
MPP Ernie Hardeman, Oxford

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Watson & Associates ECONOMISTS LTD.

Presentation to the Standing Committee on Heritage, Infrastructure and Cultural Policy on Bill 23

Gary Scandlan, Managing Partner

November 17, 2022

Introduction

- At the outset, we would like to thank the Committee for inviting us to speak.
- We are providing a high-level summary PowerPoint presentation along with a detailed letter submission re Bill 23 as it relates to:
  - Development Charges (D.C.s)
  - Planning
  - Parkland Dedication (P.L.D.)
  - Community Benefits Charges (C.B.C.s)
  - Conservation Authorities (cost recovery and input to the planning process).
- This presentation will provide certain highlights for the Committee’s consideration.

Background on Watson & Associates Economists Ltd.

- Watson & Associates Economists Ltd. is a firm of municipal economists, planners and accountants which has been in operation since 1982. With a municipal client base of more than 250 Ontario municipalities and utility commissions, the firm is recognized as a leader in the municipal finance/local government and land economics field.
- Our background is unprecedented including:
  - Having undertaken over one-half of the consulting work completed in Ontario in the D.C. field during the past decade;
  - Provided submissions and undertook discussions with the Province when the *Development Charges Act* (D.C.A.) was first introduced in 1989 and with each subsequent amendment undertaken in 1997, 2015 and 2019 (including being a member of the Provincial Technical Working Group on the 2020 D.C. and C.B.C. regulations;
  - Undertaken numerous studies that focus on growth management, population and employment forecasting, urban land needs, municipal competitiveness, land use planning policy and financial/economic impact analysis;
  - Our work also includes the preparation of asset management plans, P.L.D. reviews, C.B.C.s and conservation authority fees and charges.

1. Proposed Changes Which May Restrict/Inhibit the Future Supply of Developable Lands

Present Situation

- For urban growth to occur, water and wastewater services must be in place before building permits can be issued for housing.
- Most municipalities assume the risk of constructing this infrastructure and wait for development to occur.
- Currently, 26% of municipalities providing water/wastewater services are carrying negative D.C. reserve fund balances for these services and many others are carrying significant growth-related debt.
- Where the total cost of infrastructure is unaffordable, or will cause municipalities to exceed their debt capacity limit, many municipalities enter into front-ending and pre-payment agreements to share the cashflow and risk with developers.

1. Proposed Changes Which May Restrict/Inhibit the Future Supply of Developable Lands (Cont'd)

Bill 23 Impacts

- In addition to the present situation, Bill 23 proposes to:
  - Phase-in any new by-laws over five years which, on average, would reduce D.C. revenues by approximately 10%.
  - Introduce new exemptions which would provide a potential loss of 10-15% of the D.C. funding.
  - Remove funding of water/wastewater master plans and environmental assessments which provide for specific planning and approval of infrastructure.
  - Unclear whether land costs for treatment facilities and/or for the purchase of land for linear infrastructure will continue to be an eligible capital cost.

1. Proposed Changes Which May Restrict/Inhibit the Future Supply of Developable Lands (Cont'd)

Bill 23 Impacts (Cont'd)

- Make changes to the *Planning Act* that would minimize upper-tier planning in two-tier systems where the upper-tier municipality provides water/ wastewater servicing. This disjointing between planning approvals and timing/location of infrastructure construction may result in inefficient servicing, further limiting the supply of serviced land.
- ***The loss in funding noted above must then be passed on to existing rate payers. This comes at a time when municipalities must implement asset management plans under the* Infrastructure for Jobs and Prosperity Act *to maintain existing infrastructure. Significant annual rate increases may then limit funding to the capital budget and hence delay servicing of additional developable lands for housing.***
- ***Note that Stormwater and Roads are needed at a similar time to support the creation of developable lands.***

2. Proposed Changes which will Impact the Provision of Municipal Housing

- The removal of housing service as an eligible service will reduce municipalities' participation in creating assisted/ affordable housing units.
- Based on present and in-place D.C. by-laws, over $2.2 billion in net growth-related expenditures providing for over 47,000 units (or 3.1% of the Province's 1.5 million housing target) would be impacted by this change.
- Note that several municipalities who are not collecting for the housing service are considering this service for their updated background studies

2. Proposed Changes which will Impact the Provision of Municipal Housing (Cont'd)

Housing Services For Region and Single Tier Municipalities

Municipality	Year of Bylaw	DC for Single Detached Unit - As per By-law Adoption ($)	Net DC Recoverable Amount Included - As per DC Background Study ($millions)	Net DC Recoverable - Indexed to 2022 ($millions)	Number of New Housing Units
Barrie	2019	626	10.3	13.3	539
Brantford	2021	6,665	37.2	42.6	476
Durham	2018	387	31.2	41.7	416
Guelph	2019	-	-	-	-
Halton	2021	986	50.1	57.3	400
Hamilton	2019	648	18.8	25.1	423
London	2019	-	-		-
Niagara	2022	2,039	60.0	60.0	372
Ottawa	2019	179	11.6	14.9	1,190
Peel	2019	3,265	200.5	258.1	521
Simcoe	2022	3,153	67.6	67.6	263
Toronto*	2022	8,603	1,477.0	1,477.0	40,000
Waterloo	2019	-	-	-	-
Windsor	2020	-	-	-	-
York	2022	1,608	181.2	181.2	2,569
Totals				**2,239**	**47,200**

*Total number of units - the net DC amount is after BTE

3. Proposed Changes – Affordable Housing vs. Housing Affordability

There are numerous changes which would reduce municipal revenue recovery and shift the financial burden from development to the existing taxpayer and ratepayer, as follows:

- Added exemptions for affordable rental/owned residential units, attainable residential units, inclusionary zoning residential units, non-profit housing and additional units in existing homes provide a loss of funding for all D.C. services as well as C.B.C.s and P.L.D. services.
- D.C. phase-in, loss of study and land costs for new infrastructure, municipal housing as an ineligible D.C. service, loss of C.B.C. revenue and parkland contributions reduced by 50% or more (with 10-15% caps) for higher-density developments.
- Minister freeze on conservation authority fees: lowers funding for the authority which increases costs passed on to existing taxpayers for funding.

3. Proposed Changes – Affordable Housing vs. Housing Affordability (Cont'd)

- While the goal of these proposed changes is to reduce the upfront cost to a new home purchaser, the funding for this will come from the existing taxpayer, i.e., existing residents and businesses subsidizing new home purchasers, hence increasing housing affordability concerns.
- Over the past 40 years, our firm has undertaken numerous fiscal impact studies of residential development – as a whole, the new taxes and fees generated by residential growth do not equal the new operating cost required to support these developments.
- Based on past changes to the D.C.A., historical reductions have not resulted in a decrease in the price of housing; hence, it is difficult to relate the loss of needed infrastructure funding to affordable housing.

4. Considerations for the Standing Committee

- From the proposed legislation, phase-in charges and exemptions for services essential to creating developable land supply (water, wastewater, stormwater and roads) should be removed…or funded by grants from senior levels of government.
- Reductions in parkland contributions, caps for high-density development and developer ability to provide encumbered lands/POPS should be removed from P.L.D. legislation to continue to allow municipalities to determine appropriate levels of service for parks.
- Alternatively, to minimize the overall impact on the taxpayer and ratepayer, provide access to other revenue sources (e.g., HST, land transfer tax) to fund all D.C./P.L.D./C.B.C. revenue losses.
- Municipal housing should continue as an eligible D.C. service.

Thank you.

November 16, 2022

To Laurie Scott, MPP, Chair of the Standing Committee on Heritage, Infrastructure, and Cultural Policy:

Re: Bill 23, *More Homes Built Faster Act, 2022*

Firstly, on behalf of Watson & Associates Economists Ltd. (Watson), we would like to thank you for receiving our comments on the Province's proposed changes to the *Development Charges Act* (D.C.A.), *Planning Act,* and *Conservation Authorities Act*, by way of Bill 23, *More Homes Built Faster Act*. The following letter is submitted to the Standing Committee on Heritage, Infrastructure, and Cultural Policy (the "Standing Committee") to supplement the presentation by Gary Scandlan, Managing Partner, on November 17, 2022.

Watson is one of Canada's leading economic consulting firms, comprising municipal economists, planners, accountants, and support staff. The firm has been in operation since 1982. Our work has involved many aspects of municipal finance and economics, including assisting municipalities across the Province with development charges (D.C.s) studies, community benefits charges (C.B.C.) studies, parkland dedication studies, fiscal impact assessments, full cost user fee pricing models, demographic forecasts, growth management studies, and more.

Watson appreciates that the lack of attainable housing is an important issue facing the Province today. This letter, however, provides some commentary on how the Bill may negatively impact the Province's goal to "increase housing supply and provide attainable housing options for hardworking Ontarians and their families," along with the financial burden this legislation will have on municipalities and existing homeowners.

1. Impact on Housing Supply

As stated by the Province, the goal is to create an additional 1.5 million new homes over the next 10 years; however, the changes proposed in Bill 23 may actually limit the supply of housing. For urban growth to occur, water and wastewater services must be in place before building permits can be issued for housing. Most municipalities assume the risk of constructing this infrastructure and wait for development to occur. Currently, 26% of municipalities providing water/wastewater services are carrying negative D.C. reserve fund balances for these services[1] and many others are carrying significant

[1] Based on 2020 Financial Information Return data.

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growth-related debt. The following provides a list of the changes to the various pieces of legislation and how they would negatively impact the supply of housing.

Development Charges Act

- **Mandatory Phase-in:** The Bill proposes to phase-in the D.C. over the first five-years of being in force. A review of various municipal D.C. by-laws indicates this proposed phase-in will cause a reduction in the amount of D.C. revenue collected by approximately 10% over the phase-in period. This loss in revenue will need to be funded by existing taxpayers, thus subsidizing growth. With respect to water, wastewater, and roads services, if the municipality does not have the ability to fund this lost revenue, it may delay the timing of capital projects, which in turn, will delay the availability of land for the construction of new homes. Additionally, this phase-in would apply to non-residential development. It is unclear how this would increase the housing supply. This matter is further compounded by the loss of revenue due to the additional statutory exemptions discussed in section 2 of this letter.
- **Removal of Housing Services:** Upper-tier and single-tier municipalities across the Province utilize D.C.s to help fund the construction of new affordable housing units with the goal of providing affordable housing to those in need. The removal of housing services as a D.C.-eligible service will reduce municipalities' participation in creating assisted/affordable housing units. Based on present D.C. by-laws, over $2.2 billion in net growth-related expenditures providing for over 47,000 affordable housing units *(or 3.1% of the Province's 1.5 million housing target)* would be impacted by this proposed change.
- **Removal of Studies from the Definition of Capital Costs:** Studies, such as Official Plans and Secondary Plans, are required to establish when, where, and how a municipality will grow. Master Plans, environmental assessments and other studies are required to understand the servicing needs development will place on infrastructure such as water, wastewater, stormwater, and roads. These studies are necessary to inform the servicing required to establish the supply of lands for development; without these servicing studies, additional development cannot proceed. Removing direct funding for these studies would restrict/delay the supply of serviced land and would be counter to the Province's intent to create additional housing units.

Planning Act

- **Removal of Planning Policy and Approval Responsibilities:** Removal of these policies and responsibilities from the Regions of Durham, Halton, Niagara, Peel, Waterloo, and York, as well as the County of Simcoe (and potentially others in the future) may result in disjointed planning policies and a lack of coordination of Regional water and wastewater infrastructure. Lower-tier municipalities may have significantly different goals which may lead to inefficient

phasing/staging of development lands, less coordination of servicing plans, and an increased administrative burden for both lower-tier and upper-tier municipalities, as well as the Province.

2. Additional Financial Burden on Municipalities and Taxpayers

The proposed changes to the various Acts will have significant financial impacts on Ontario's municipalities along with their respective taxpayers. It is anticipated that these changes are in direct conflict with the principle that "growth pays for growth" and will put additional pressure on property taxes and water and wastewater rates. This increase in funding of growth-related needs from existing taxpayers and ratepayers will create affordability issues for existing homeowners, thus transferring the financial burden of home ownership, not reducing it. The following provides a summary of the proposed changes and how they would increase the financial burden on municipalities and existing taxpayers.

Development Charges Act

- **Additional Statutory Exemptions (also applies to C.B.C.s and Parkland Dedication) and Discounts:** The Bill provides for a number of statutory exemptions for additional residential units, affordable housing, attainable housing, non-profit housing, and affordable units through inclusionary zoning. In addition, discounts for rental housing will be required.
    - The definition of "affordable" is based on 80% of the market value, whereas municipalities define "affordable" relative to income levels. This broader definition will result in more housing units being eligible for D.C. exemptions which do not meet municipal definitions of "affordable."
    - The definition of "attainable" appears to be even more broad; however, no details are provided on the proposed regulatory definition.
    - These exemptions will result in a loss of D.C. revenue of approximately 10-15% that the municipalities will have to fund from other sources (i.e., property taxes or water/wastewater rates).
- **Mandatory Phase-in:** As noted in section 1 above, this may result in a loss of 10% in D.C. revenues to municipalities.
- **Removal of Housing Services:** As noted in section 1 above, based on present D.C. by-laws in place, over $2.2 billion in net growth-related expenditures providing for over 47,000 units *(or 3.1% of the Province's 1.5 million housing target)* would be impacted by this change.
- **Revised Definition of Capital Costs:** The Bill proposes to remove the cost of land for certain services (yet to be defined) and studies from the definition of costs eligible for D.C.s.
    - Land – Land represents a significant cost for some municipalities in the purchase of property to provide services to new residents (e.g., water

plants, new roads, etc.). This is a cost required due to growth and should be funded by new development, if not dedicated by development directly.
    - Studies – Master planning and Environmental Assessments are integral to construction of hard infrastructure required to service new development. Removing these costs from being D.C. eligible will shift the burden of these growth-related costs to existing taxpayers and ratepayers.

Planning Act – Parkland Dedication

- **Reduction in Alternative Parkland Dedication Requirements:** The alternative dedication requirement where land is being conveyed of 1 hectare (ha) per 300 dwelling units would be reduced to 1 ha per 600 dwelling units. Where the municipality imposes payment in lieu (P.I.L.) alternative requirements, the amendments would reduce the amount from 1 ha per 500 dwelling units to 1 ha per 1,000 net residential units. Municipalities already face challenges with the supply of adequate parkland due to the rising cost of land and current limitations under the *Planning Act* relative to municipal parkland standards. By cutting the parkland dedication requirements in half, this will further reduce the municipalities' ability to purchase parkland and will result in additional burden on taxpayers to maintain municipal parkland standards or result in a reduction in the level of parks service over time.
- **10-15% Cap on Land Area for Alternative Rate:** The alternative requirement would be capped at 10% of the land area or land value where the land proposed for development or redevelopment is 5 ha or less; and 15% of the land area or land value where the land proposed for development or redevelopment is greater than 5 ha. These caps would significantly reduce parkland dedication, particularly for high-density residential development and place the maximum dedication levels equivalent to medium-density developments. Given that high-density developments provide limited parklands on site, the contribution made towards creating more land to service the land needs generated is significantly under contributed. Again, these shortfalls will have to be funded by property taxes if Council wishes to maintain municipal parkland standards for existing and future residents.

3. Summary Commentary

The above summarizes our concerns with the proposed legislative changes and their impact on the housing supply as well as their financial impact to municipalities and their taxpayers. There are a number of other concerns with the proposed legislation that we have outlined in our detailed responses provided in the attachments. These are as appended as follows:

- Attachment 1 – Changes to the D.C.A.
- Attachment 2 – Changes to the *Planning Act*

- Attachment 3 – Changes to the *Planning Act* – Parkland Dedication
- Attachment 4 – Changes to the *Planning Act* – Community Benefits Charges
- Attachment 5 – Changes to the *Conservation Authorities Act.*

To conclude, while the goal of these proposed changes is to reduce the upfront cost to a new home purchaser, the funding loss for this will come from the existing taxpayer, i.e., existing residents and businesses subsidizing new home purchasers, hence increasing housing affordability concerns.

Over the past 40 years, our firm has undertaken numerous fiscal impact studies of residential development and, as a whole, the new taxes and fees generated by residential growth do not equal the new operating costs required to support these developments. As well, based on past changes to the D.C.A., historical reductions have not resulted in a decrease in the price of housing, hence it is difficult to relate the loss of needed infrastructure funding to affordable housing.

As a result, we would provide the following considerations for the Standing Committee:

1. From the proposed legislation, phase-in charges and exemptions for services essential to creating developable land supply (water, wastewater, stormwater and roads) should be removed…or funded by grants from senior levels of government.

2. Reduction in parkland contributions, caps for high-density development and developer ability to provide encumbered lands/POPS should be removed from parkland dedication legislation to continue to allow municipalities to determine the appropriate level of service for parks.

3. Alternatively, to minimize the overall impact on the taxpayer and ratepayer, provide access to other revenue sources (e.g., HST, land transfer tax) to fund all D.C., parkland dedication, and C.B.C. revenue losses.

4. Municipal housing should continue as an eligible D.C. service.

We again want to thank the Standing Committee for receiving our presentation and correspondence and would appreciate the Committee's consideration of our concerns.

Yours very truly,

WATSON & ASSOCIATES ECONOMISTS LTD.

Andrew Grunda, MBA, CPA, CMA, Principal

Gary Scandlan, BA, PLE, Managing Partner

Jamie Cook, MCIP, RPP, PLE, Managing Partner

Peter Simcisko, BA (Hons), MBE, Managing Partner

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Appendices

Attachment 1 - Changes to the D.C.A.

1. **Additional Residential Unit Exemption**: The rules for these exemptions are now provided in the D.C.A., rather than the regulations and are summarized as follows:

    - Exemption for residential units in existing rental residential buildings – For rental residential buildings with four or more residential units, the greater of one unit or 1% of the existing residential units will be exempt from D.C.
    - Exemption for additional residential units in existing and new residential buildings – The following developments will be exempt from a D.C.:
        - A second unit in a detached, semi-detached, or rowhouse if all buildings and ancillary structures cumulatively contain no more than one residential unit;
        - A third unit in a detached, semi-detached, or rowhouse if no buildings or ancillary structures contain any residential units; and
        - One residential unit in a building or structure ancillary to a detached, semi-detached, or rowhouse on a parcel of urban land, if the detached, semi-detached, or rowhouse contains no more than two residential units and no other buildings or ancillary structures contain any residential units.

Analysis/Commentary

- For existing single-family homes, this change will not have an impact. For other existing low/medium-density units and for all new units, however, this allowance of a third additional unit that will be exempt from D.C.s adds a further revenue loss burden to municipalities to finance infrastructure. This is of greatest concern for water and wastewater services where each additional unit will require additional capacity in water and wastewater treatment plants. This additional exemption will cause a reduction in D.C.s and hence will require funding by water and wastewater rates.
- Other services, such as transit and active transportation, will also be impacted as increased density will create a greater need for these services, and without an offsetting revenue to fund the capital needs, service levels provided may be reduced in the future.

2. **Removal of Housing as an Eligible D.C. Service:** Housing services would be removed as an eligible service. Municipalities with by-laws that include a charge for housing services can no longer collect for this service once subsection 2 (2) of Schedule 3 of the Bill comes into force.

Analysis/Commentary

- The removal of housing services will reduce municipalities' participation in creating assisted/affordable housing units and/or put further burden on municipal

taxpayers. This service seeks to construct municipal affordable housing for growing communities. The removal of this service could reduce the number of affordable units being constructed over the next ten years, if the municipalities can no longer afford the construction. Based on present D.C. by-laws in place, over $2.2 billion in net growth-related expenditures providing for over 47,000 additional units (or 3.1% of the Province's 1.5 million housing target) would be impacted by this change.

3. **New Statutory Exemptions**: Affordable units, attainable units, inclusionary zoning units and non-profit housing developments will be exempt from the payment of D.C.s, as follows:

- Affordable Rental Units: Where rent is no more than 80% of the average market rent as defined by a new bulletin published by the Ministry of Municipal Affairs and Housing.
- Affordable Owned Units: Where the price of the unit is no more than 80% of the average purchase price as defined by a new bulletin published by the Ministry of Municipal Affairs and Housing.
- Attainable Units: Excludes affordable units and rental units; will be defined as prescribed development or class of development and sold to a person who is at "arm's length" from the seller.
    - Note: for affordable and attainable units, the municipality shall enter into an agreement that ensures the unit remains affordable or attainable for 25 years.
- Inclusionary Zoning Units: Affordable housing units required under inclusionary zoning by-laws will be exempt from a D.C.
- Non-Profit Housing: Non-profit housing units are exempt from D.C. instalment payments due after this section comes into force.

Analysis/Commentary

- While this is an admirable goal to create additional affordable housing units, further D.C. exemptions will continue to provide additional financial burdens on municipalities to fund these exemptions without the financial participation of senior levels of government.
- The definition of "attainable" is unclear, as this has not yet been defined in the regulations.
- Municipalities will have to enter into agreements to ensure these units remain affordable and attainable over a period of time which will increase the administrative burden (and costs) on municipalities. These administrative burdens will be cumbersome and will need to be monitored by both the upper-tier and lower-tier municipalities.
- It is unclear whether the bulletin provided by the Province will be specific to each municipality, each County/Region, or Province-wide. Due to the disparity in

incomes across Ontario, affordability will vary significantly across these jurisdictions. Even within an individual municipality, there can be disparity in the average market rents and average market purchase prices.

4. **Historical Level of Service**: Currently, the increase in need for service is limited by the average historical level of service calculated over the ten year period preceding the preparation of the D.C. background study. This average will be extended to the historical 15-year period.

Analysis/Commentary

- For municipalities experiencing significant growth in recent years, this may reduce the level of service cap, and the correspondingly D.C. recovery. For many other municipalities seeking to save for new facilities, this may reduce their overall recoveries and potentially delay construction.
- This further limits municipalities in their ability to finance growth-related capital expenditures where debt funding was recently issued. Given that municipalities are also legislated to address asset management requirements, their ability to incur further debt may be constrained.

5. **Capital Costs**: The definition of capital costs may be revised to prescribe services for which land or an interest in land will be restricted. Additionally, costs of studies, including the preparation of the D.C. background study, will no longer be an eligible capital cost for D.C. funding.

Analysis/Commentary

- Land
    - Land costs are proposed to be removed from the list of eligible costs for certain services (to be prescribed later). Land represents a significant cost for some municipalities in the purchase of property to provide services to new residents. This is a cost required due to growth and should be funded by new development, if not dedicated by development directly.
- Studies
    - Studies, such as Official Plans and Secondary Plans, are required to establish when, where, and how a municipality will grow. These growth-related studies should remain funded by growth.
    - Master Plans and environmental assessments are required to understand the servicing needs development will place on hard infrastructure such as water, wastewater, stormwater, and roads. These studies are necessary to inform the servicing required to establish the supply of lands for development; without these servicing studies, additional development cannot proceed. This would restrict the supply of serviced land and would be counter to the Province's intent to create additional housing units.

6. **Mandatory Phase-in of a D.C.**: For all D.C. by-laws passed after June 1, 2022, the charge must be phased-in annually over the first five years the by-law is in force, as follows:

    - Year 1 – 80% of the maximum charge;
    - Year 2 – 85% of the maximum charge;
    - Year 3 – 90% of the maximum charge;
    - Year 4 – 95% of the maximum charge; and
    - Year 5 to expiry – 100% of the maximum charge.

Note: for a D.C. by-law passed on or after June 1, 2022, the phase-in provisions would only apply to D.C.s payable on or after the day subsection 5 (7) of Schedule 3 of the Bill comes into force (i.e., no refunds are required for a D.C. payable between June 1, 2022 and the day the Bill receives Royal Assent). The phased-in charges also apply with respect to the determination of the charges under section 26.2 of the Act (i.e., eligible site plan and zoning by-law amendment applications).

Analysis/Commentary

- Water, wastewater, stormwater, and roads are essential services for creating land supply for new homes. These expenditures are significant and must be made in advance of growth. As a result, the municipality assumes the investment in the infrastructure and then assumes risk that the economy will remain buoyant enough to allow for the recovery of these costs in a timely manner. Otherwise, these growth-related costs will directly impact the existing rate payer.
- The mandatory phase-in will result in municipalities losing approximately 10% to 15% of revenues over the five-year phase-in period. For services such as water, wastewater, stormwater, and to some extent roads, this will result in the municipality having to fund this shortfall from other sources (i.e., taxes and rates). This may result in: 1) the delay of construction of infrastructure that is required to service new homes; and 2) a negative impact on the tax/rate payer who will have to fund these D.C. revenue losses.
- Growth has increased in communities outside the Greater Toronto Area (G.T.A.) (e.g. municipalities in the outer rim), requiring significant investments in water and wastewater treatment services. Currently, there are several municipalities in the process of negotiating with developing landowners to provide these treatment services. For example, there are two municipalities within the outer rim (one is 10 km from the G.T.A. while the other is 50 km from the G.T.A.) imminently about to enter into developer agreements and award tenders for the servicing of the equivalent of 8,000 single detached units (or up to 20,000 high-density units). This proposed change to the D.C.A. alone will stop the creation of those units due to debt capacity issues and the significant financial impact placed on

ratepayers due to the D.C. funding loss. Given our work throughout the Province, it is expected that there will be many municipalities in similar situations.

- Based on 2020 Financial Information Return (F.I.R.) data, there are 214 municipalities with D.C. reserve funds. Of those, 130 provide water and wastewater services and of those, 34 municipalities (or 26%) are carrying negative water and wastewater reserve fund balances. As a result, it appears many municipalities are already carrying significant burdens in investing in water/ wastewater infrastructure to create additional development lands. This proposed change will worsen the problem and, in many cases, significantly delay or inhibit the creation of serviced lands in the future.
- Note that it is unclear how the phase-in provisions will affect amendments to existing D.C. by-laws.

7. **D.C. By-law Expiry**: A D.C. by-law would expire ten years after the day it comes into force. This extends the by-law's life from five years, currently. D.C. by-laws that expire prior to subsection 6 (1) of the Bill coming into force would not be allowed to extend the life of the by-law.

Analysis/Commentary

- The extension of the life of the D.C. by-law would appear to not have an immediate financial impact on municipalities. Due to the recent increases in actual construction costs experienced by municipalities, however, the index used to adjust the D.C. for inflation is not keeping adequate pace (e.g., the most recent D.C. index has increased at 15% over the past year; however, municipalities are experiencing 40%-60% increases in tender prices). As a result, amending the present by-laws to update cost estimates for planned infrastructure would place municipalities in a better financial position.
- As a result of the above, delaying the updating of current D.C. by-laws for five more years would reduce actual D.C. recoveries and place the municipalities at risk of underfunding growth-related expenditures.

8. **Instalment Payments**: Non-profit housing development has been removed from the instalment payment section of the Act (section 26.1), as these units are now exempt from the payment of a D.C.

Analysis/Commentary

- This change is more administrative in nature due to the additional exemption for non-profit housing units.

9. **Rental Housing Discount**: The D.C. payable for rental housing development will be reduced based on the number of bedrooms in each unit as follows:

- Three or more bedrooms – 25% reduction;

- Two bedrooms – 20% reduction; and
- All other bedroom quantities – 15% reduction.

Analysis/Commentary

- Further discounts to D.C.s will place an additional financial burden on municipalities to fund these reductions.
- The discount for rental housing does not appear to have the same requirements as the affordable and attainable exemptions to enter into an agreement for a specified length of time. This means a developer may build a rental development and convert the development (say to a condominium) in the future hence avoiding the full D.C. payment for its increase in need for service.

10. **Maximum Interest Rate for Instalments and Determination of Charge for Eligible Site Plan and Zoning By-law Amendment Applications**: No maximum interest rate was previously prescribed. Under the proposed changes, the maximum interest rate would be set at the average prime rate plus 1%. How the average prime rate is determined is further defined under section 9 of Schedule 3 of the Bill. This maximum interest rate provision would apply to all instalment payments and eligible site plan and zoning by-law amendment applications occurring after section 9 of Schedule 3 of the Bill comes into force.

Analysis/Commentary

- Setting the maximum interest rate at 1%+ the average prime rate appears consistent with the current approach for some municipalities but is a potential reduction for others.
- It appears a municipality can select the adjustment date for which the average prime rate would be calculated.
- The proposed change will require municipalities to change their interest rate policies, or amend their by-laws, as well as increase the administrative burden on municipalities.

11. **Requirement to Allocate Funds Received**: Similar to the requirements for community benefits charges, annually, beginning in 2023, municipalities will be required to spend or allocate at least 60% of the monies in a reserve fund at the beginning of the year for water, wastewater, and services related to a highway. Other services may be prescribed by the regulation.

Analysis/Commentary

- This proposed change appears largely administrative and would not have a financial impact on municipalities. This can be achieved as a schedule as part of the annual capital budget process or can be included as one of the schedules

with the annual D.C. Treasurer Statement. This, however, will increase the administrative burden on municipalities.

12. **Amendments to Section 44 (Front-ending)**: This section has been updated to include the new mandatory exemptions for affordable, attainable, and non-profit housing, along with required affordable residential units under inclusionary zoning by-laws.

Analysis/Commentary

- This change is administrative to align with the additional statutory exemptions.

13. **Amendments to Section 60**: Various amendments to this section were required to align the earlier described changes.

Analysis/Commentary

- These changes are administrative in nature.

Attachment 2 - Changes to the *Planning Act*

The following summary of proposed key housing and planning related changes, along with our firm's commentary, is provided below. It is noted that this commentary specifically focuses on the impacts of Bill 23 regarding long-range planning and growth management initiatives at the municipal level.

1. Streamlining Municipal Planning Responsibilities

Schedule 9 of the Bill proposes a number of amendments to the *Planning Act*. Subsection 1 (1) of the Act is proposed to be amended to provide for two different classes of upper-tier municipalities; those that have planning responsibilities and those that do not. Changes are proposed to remove the planning policy and approval responsibilities from the following upper-tier municipalities: Regions of Durham, Halton, Niagara, Peel, Waterloo, and York, as well as the County of Simcoe. In addition, the proposed changes could potentially be applied to additional upper-tier municipalities in the future via regulation.

The proposed amendments under Schedule 9 of the Bill introduce numerous questions related to the approach to ensuring effective leadership, management and integration of regional and local land use planning across the affected jurisdictions. In addition to providing a broad vision and planning direction with respect to the long-term management of urban, rural and natural systems, upper-tier municipal planning authorities also play a critical role regarding the coordination, phasing, and delivery of water, wastewater and transportation infrastructure as well as other municipal services. The Provincial Policy Statement, 2020 (P.P.S.) sets out specific responsibilities for upper-tier municipalities, in consultation with lower-tier municipalities, related to planning coordination, housing, economic development, natural environment and municipal infrastructure. Furthermore, the P.P.S. directs upper-tier municipal planning authorities to provide policy direction to lower-tier municipalities on matters that cross municipal boundaries.

While the proposed amendment to the Bill aims to streamline the land use planning process across the affected municipalities, it risks increasing complexity and miscommunication while adding to the technical and administrative efforts of both lower-tier and upper-tier municipalities, as well as the Province.

Furthermore, it would remove critical planning resources and knowledge at the upper-tier level which are required when addressing matters that cross technical disciplines and municipal jurisdictions. This would potentially result in disjointed efforts and outcomes with respect to local planning approvals and regional municipal service delivery.

2. Review of the Potential Integration of A Place to Grow and the Provincial Policy Statement (P.P.S.)

The Ministry of Municipal Affairs and Housing is undertaking a housing-focused policy review of A Place to Grow: the Growth Plan for the Greater Golden Horseshoe (G.G.H.), 2019, as amended, hereinafter referred to as the Growth Plan, and the P.P.S. The Province is reviewing the potential integration of the P.P.S. and the Growth Plan into a new Province-wide planning policy framework that is intended to:

- Leverage housing-supportive policies of both policy documents, while removing or streamlining policies that result in duplication, delays or burden the development of housing;
- Ensure key growth management and planning tools are available to increase housing supply and support a range and mix of housing options;
- Continue to protect the environment, cultural heritage, and public health and safety; and
- Ensure that growth is supported with the appropriate amount and type of community infrastructure.

Since the release of the Growth Plan in 2006 under the *Places to Grow Act, 2005*, G.G.H. municipalities have been in a continuous cycle of developing and defending growth management processes and Official Plan updates. Over the past several years, all G.G.H. upper-tier, single-tier, and most lower-tier municipalities have initiated the process of updating their respective Official Plans to bring these documents into conformity with the Growth Plan. Within the G.G.H., this process is referred to as a Municipal Comprehensive Review (M.C.R.). Many of these municipalities have completed their draft M.C.R. analyses and draft Official Plan updates for provincial approval, while several others are approaching completion.

The required technical analysis associated with the growth analysis and urban land needs assessment component of the M.C.R. process is set out in the Provincial Land Needs Assessment (L.N.A.) methodology, which is specific to G.G.H. municipalities.[1] The M.C.R. process has required tremendous time and effort on behalf of municipalities, consulting agencies, stakeholder groups and involved residents. The results of these efforts represent a key planning milestone for all G.G.H. municipalities and provide a solid foundation to build on as it relates to future growth management implementation, monitoring and benchmarking.

Ontario municipalities located outside the G.G.H. are also now in the process of updating their respective Official Plans in accordance with the P.P.S. For municipalities in these jurisdictions, this process is referred to as a Comprehensive Review (C.R.). While there are potential benefits regarding the consolidation of the

[1] A Place to Grow: Growth Plan for the Greater Golden Horseshoe, Land Needs Assessment Methodology for the Greater Golden Horseshoe. August 2020.

P.P.S. and the Growth Plan, as it relates to the M.C.R. and C.R. process, there are a number of issues that should be considered regarding this effort, particularly as they relate to long-term growth management and urban land needs, discussed below.

Long-Term Population and Employment Forecasts

Schedule 3 of the Growth Plan establishes minimum long-term population and employment forecasts for upper-tier and single-tier municipalities in the G.G.H. to the year 2051. The Ministry of Finance (M.O.F.) also establishes long-term population forecasts for all Ontario Census Divisions (C.D.s), which typically represent upper-tier municipalities, separated municipalities, and single-tier municipalities. The M.O.F. forecasts are not recognized as official forecasts for planning purposes in Ontario; however, they are updated annually and can be used to inform population forecasts in Official Plans. Under a consolidated Growth Plan and P.P.S., consideration would need to be given to the role and source of growth forecasts established by the Province for all Ontario municipalities.

Provincial Land Needs Assessment Methodology Guidelines

As previously noted, the L.N.A. methodology for G.G.H. municipalities was updated by the Province in 2020. In accordance with the Growth Plan, the L.N.A. methodology provides a step-by-step approach to conducting growth forecasts and urban land need assessments for upper-tier and single-tier municipalities for both Community Areas (i.e., living areas) and Employment Areas. All other Ontario municipalities rely on the 1995 Provincial Projection Methodology Guidelines (P.P.M.G.) for guidance regarding the technical approach to growth forecasts and urban land need assessments. It is noted that the 1995 P.P.M.G. suggests that a simplified methodology can be used for smaller or low-growth municipalities. It is further noted that the P.P.M.G. is meant to be used as "best practices" and the guidelines are not mandatory. Under a consolidated Growth Plan and P.P.S., consideration is required regarding the application of a standardized L.N.A. methodology for all Ontario municipalities.

Addressing Urban Land Needs for Urban Settlement Areas

An important term used in the P.P.S. in the context of both urban land needs and housing affordability is the *Regional Market Area (R.M.A.)*. The R.M.A. is defined in the P.P.S. and Growth Plan (with modifications) as follows:

> "an area that has a high degree of social and economic interaction. The upper- or single-tier municipality, or planning area, will normally serve as the regional market area. However, where a regional market area extends significantly beyond these boundaries, then the regional market area may be based on the larger market area. Where regional market areas are

very large and sparsely populated, a smaller area, if defined in an official plan, may be utilized."

With respect to urban residential land needs assessments, the broad objective of this policy is to ensure the efficient and wise use of all designated urban lands, both occupied and vacant, within the R.M.A. before expanding Urban Settlement Area boundaries. Across southern Ontario municipalities, a key challenge with the application of this policy is the mismatch of urban residential land needs at the urban settlement area level within the defined R.M.A. geography.

If the R.M.A. definition is interpreted too rigidly, it can constrain urban residential development within Urban Settlement Areas, and more broadly across entire municipalities, where identified urban land surpluses have been determined elsewhere within the R.M.A. Neither the P.P.S. nor the Growth Plan provide adequate direction for addressing residential urban land supply and demand mismatches within the R.M.A. Subsection 2.2.1.6 of the Growth Plan provides policy direction regarding *Excess Lands,* which applies exclusively to Outer Ring G.G.H. municipalities. Under a consolidated Growth Plan and P.P.S., a review of the R.M.A. and Excess Lands policies would be required to determine an appropriate and standardized approach to addressing localized urban residential land needs for Urban Settlement Areas and local municipalities.

Residential Intensification Targets and Minimum Density Requirements

Subsection 2.2.7.2 of the Growth Plan provides direction with respect to minimum greenfield density targets for G.G.H. upper-tier and single-tier municipalities. These densities range between 40 and 50 people and jobs per gross hectare (ha). Minimum density requirements are also prescribed in the Growth Plan for Strategic Growth Areas, such as Urban Growth Centres and Major Transit Station Areas (M.T.S.A.s). The P.P.S. does not prescribe minimum density targets for Ontario municipalities but does require municipalities to establish density targets for areas adjacent, or in proximity, to M.T.S.A.s and corridors.

Subsection 2.2.2.1 of the Growth Plan requires upper-tier and single-tier G.G.H. municipalities to establish minimum intensification targets within delineated built-up areas (B.U.A.s). These were established under the Growth Plan, 2006. The delineated B.U.A.s within G.G.H. municipalities have remained unchanged since the Growth Plan was established in 2006. The P.P.S. also requires municipalities to establish residential intensification targets but does not prescribe minimum density targets for Ontario municipalities. Furthermore, the P.P.S. does not require municipalities to delineate built area boundaries in Official Plans; however, some Ontario municipalities outside the G.G.H. have delineated built area boundaries for planning purposes. It is noted that the delineation of built area boundaries may be subject to change or update for municipalities outside the G.G.H., while B.U.A.s within the G.G.H. will remain fixed as of 2006. Under a consolidated Growth Plan

and P.P.S., a standardized approach to minimum density requirements and residential intensification targets would be required for all Ontario municipalities.

Rural Housing

An identified area of the Growth Plan and P.P.S. review is to provide policy direction to enable more residential development in Rural Areas. Rural Settlement Areas include existing hamlets or similar existing small settlement areas that are established in Official Plans. These communities are typically serviced by individual, private, on-site water and/or private wastewater systems. Rural Settlement Areas provide clusters of business operations that are essential to future economic growth. Infilling and minor rounding out of existing residential and non-residential development within Rural Settlement Areas is important to ensure that these areas remain vibrant, sustainable and complete communities. Under a consolidated Growth Plan and P.P.S., enabling more residential development in Rural Settlement Areas, and Rural Areas more broadly, would need to be considered within the context of the existing provincial and local policy frameworks, the land use hierarchy identified in Official Plans, the provision of servicing, as well as the protection of natural heritage and agricultural lands.

Employment Area Conversion

An identified area of the Growth Plan and P.P.S. review is to provide policy direction to streamline and simplify the conversion of Employment Areas to new residential and mixed-use development, where appropriate**.** Employment Areas form a vital component of a municipality's land use structure and represent an integral part of the local economic development potential and competitiveness of municipalities. If not carefully evaluated, the conversion of Employment Areas to non-employment uses can potentially lead to negative impacts on the local economy in several ways. First, Employment Area conversions can reduce employment opportunities, particularly in export-based sectors, creating local imbalances between population and employment. Second, Employment Area conversions can potentially erode employment land supply and lead to further conversion pressure as a result of encroachment of non-employment uses within, or adjacent to, Employment Areas. Finally, Employment Area conversions can potentially fragment existing Employment Areas, undermining their functionality and competitive position. Under a consolidated Growth Plan and P.P.S., policy direction regarding the conversion of Employment Areas should emphasize principles and criteria that examine both the quantity and quality of Employment Areas within the context of the local and regional market attributes, as well as the planned urban function of the subject conversion sites.

3. 2031 Municipal Housing Targets

The Province has identified that an additional 1.5 million new housing units are required to be built over the next decade to meet Ontario's current and forecast

housing needs. Furthermore, the Province has assigned municipal housing targets, identifying the number of new housing units needed by 2031, impacting 29 of Ontario's largest and many of the fastest growing single/lower tier municipalities. Key observations on the Province's plan are as follows:

- The municipal housing targets for 2031 collectively account for 1,229,000 units, representing about 82% of Ontario's overall 1.5 million new homes target.
- Of the 29 municipalities with housing targets identified, 25 are within the G.G.H. and four are located in other areas of southwestern and southeastern Ontario.
- Within the G.G.H. municipalities, the municipal housing targets are generally higher than approved housing forecasts. In non-G.G.H. municipalities, there is generally less discrepancy between the approved housing forecasts and the Province's targets. Having said that, the Municipal Housing Pledges are not intended to replace current municipal Official Plans.
- The municipal housing targets are based on current and future housing needs. A share of the overall housing need is attributed to a structural deficit in existing housing inventories, while a portion of the housing need is linked to anticipated population growth over the next decade.
- The housing targets are adapted from the housing needs assessment provided in the "Ontario's Need for 1.5 Million More Homes" report, prepared by Smart Prosperity Institute, dated August 2022.
- The impacted municipalities are being asked to prepare Municipal Housing Pledges to meet these housing targets. These pledges must include details on how the municipality will enable/support housing development through a range of planning, development approvals and infrastructure related initiatives.
- These housing pledges are not intended to replace current municipal Official Plans and are not expected to impact adopted municipal population or employment projections.
- While the municipal housing targets do not specify housing form, density, or geographic location (e.g., greenfield, intensification), it is anticipated that any needs beyond adopted housing forecasts will largely comprise rental and affordable housing units primarily located within B.U.A.s, and to a lesser extent, designated greenfield areas (D.G.A.s).
- To develop effective local policies and programs to support the achievement of the housing targets, it is recommended that municipalities assess their existing and future housing needs through a local lens, building on the high-level assessment provided by the Province.
- Local housing needs should be considered within a broader growth management framework, reflecting population, labour and employment/economic growth potential, and addressed through a planning, economic, fiscal and housing affordability lens.

4. Potential Changes to Inclusionary Zoning

Inclusionary zoning is a tool that can be used by municipalities to ensure the provision of affordable housing. Ontario Regulation (O. Reg.) 232/18 implements inclusionary zoning in Ontario. The proposed amendments to O. Reg 232/18 would:

- Establish 5% as the upper limit on the number of affordable housing units; the 5% limit would be based on either the number of units or percentage share of gross floor area of the total residential units; and
- Establish a maximum period of twenty-five (25) years over which the affordable housing units would be required to remain affordable.

While the proposed changes provide certainty with respect to affordable housing to be provided under inclusionary zoning, they greatly limit a municipality's ability to tailor the provision for affordable housing to the local market and for development feasibility considerations identified through the required Inclusionary Zoning Assessment Report.

Attachment 3 - Changes to the *Planning Act* – Parkland Dedication

1. **New Statutory Exemptions:** Affordable residential units, attainable residential units, inclusionary zoning residential units, non-profit housing and additional residential unit developments will be exempt from parkland dedication requirements. For affordable, attainable, and inclusionary zoning residential units, the exemption is proposed to be implemented by:

    - discounting the standard parkland dedication requirements (i.e., 5% of land) based on the proportion of development excluding affordable, attainable and inclusionary zoning residential units relative to the total residential units for the development; or
    - where the alternative requirement is imposed, the affordable, attainable and inclusionary zoning residential units would be excluded from the calculation.

    For non-profit housing and additional residential units, a parkland dedication by-law (i.e., a by-law passed under section 42 of the *Planning Act*) will not apply to these types of development:

    - Affordable Rental Unit: as defined under subsection 4.1 (2) of the D.C.A., where rent is no more than 80% of the average market rent as defined by a new bulletin published by the Ministry of Municipal Affairs and Housing.
    - Affordable Owned Unit: as defined under subsection 4.1 (3) of the D.C.A., where the price of the unit is no more than 80% of the average purchase price as defined by a new bulletin published by the Ministry of Municipal Affairs and Housing.
    - Attainable Unit: as defined under subsection 4.1 (4) of the D.C.A., excludes affordable units and rental units, will be defined as prescribed development or class of development and sold to a person who is at “arm’s length” from the seller.
    - Inclusionary Zoning Units: as described under subsection 4.3 (2) of the D.C.A.
    - Non-Profit Housing: as defined under subsection 4.2 (1) of the D.C.A.
    - Additional Residential Units, including:
        - A second unit in a detached, semi-detached, or rowhouse if all buildings and ancillary structures cumulatively contain no more than one residential unit;
        - A third unit in a detached, semi-detached, or rowhouse if no buildings or ancillary structures contain any residential units; and
        - One residential unit in a building or structure ancillary to a detached, semi-detached, or rowhouse on a parcel of urban land, if the detached, semi-detached, or rowhouse contains no more than two residential units and no other buildings or ancillary structures contain any residential units.

Analysis/Commentary

- While reducing municipal requirements for the conveyance of land or P.I.L. of parkland may provide a further margin for builders to create additional affordable housing units, the proposed parkland dedication exemptions will increase the financial burdens on municipalities to fund these exemptions from property tax sources (in the absence of any financial participation by senior levels of government) or erode municipalities' planned level of parks service.
- The definition of "attainable" is unclear, as this has not yet been defined in the regulations to the D.C.A.
- Under the proposed changes to the D.C.A, municipalities will have to enter into agreements to ensure these units remain affordable and attainable over a period of time, which will increase the administrative burden (and costs) on municipalities. An agreement does not appear to be required for affordable/ attainable units exempt from parkland dedication. Assuming, however, that most developments required to convey land or provide P.I.L. of parkland would also be required to pay development charges, the units will be covered by the agreements required under the D.C.A. As such, the *Planning Act* changes should provide for P.I.L. requirements if the status of the development changes during the period.
- It is unclear whether the bulletin provided by the Province to determine if a development is affordable will be specific to each municipality or aggregated by County/Region or Province. Due to the disparity in incomes across Ontario, affordability will vary significantly across these jurisdictions. Even within an individual municipality there can be disparity in the average market rents and average market purchase prices.
- While the proposed exemptions for non-profit housing and additional residential units may be easily applied for municipalities imposing the alternative requirement, as these requirements are imposed on a per residential unit basis, it is unclear at this time how a by-law requiring the standard provision of 5% of residential land would be applied.

2. **Determination of Parkland Dedication:** Similar to the rules under the D.C.A., the determination of parkland dedication for a building permit issued within two years of a Site Plan and/or Zoning By-law Amendment approval would be subject to the requirements in the by-law as at the date of planning application submission.

Analysis/Commentary

- If passed as currently drafted, these changes would not apply to site plan or zoning by-law applications made before subsection 12 (6) of Schedule 9 of the *More Homes Built Faster Act* comes into force.
- For applications made after the in-force date, this would represent a lag in P.I.L. value provided to municipalities, as it would represent the respective land value

up to two years prior vs. current value at building permit issuance. For municipalities having to purchase parkland, this will put additional funding pressure on property tax funding sources to make up the difference, or further erode the municipality's planned level of parks service.

3. **Alternative Parkland Dedication Requirement:** The following amendments are proposed for the imposition of the alternative parkland dedication requirements:

- The alternative requirement of 1 hectare (ha) per 300 dwelling units would be reduced to 1 ha per 600 dwelling units where land is being conveyed. Where the municipality imposes P.I.L. requirements, the amendments would reduce the amount from 1 ha per 500 dwelling units to 1 ha per 1,000 net residential units.
- Proposed amendments clarify that the alternative requirement would only be calculated on the incremental units of development/redevelopment.
- The alternative requirement would be capped at 10% of the land area or land value where the land proposed for development or redevelopment is 5 ha or less; and 15% of the land area or land value where the land proposed for development or redevelopment is greater than 5 ha.

Analysis/Commentary

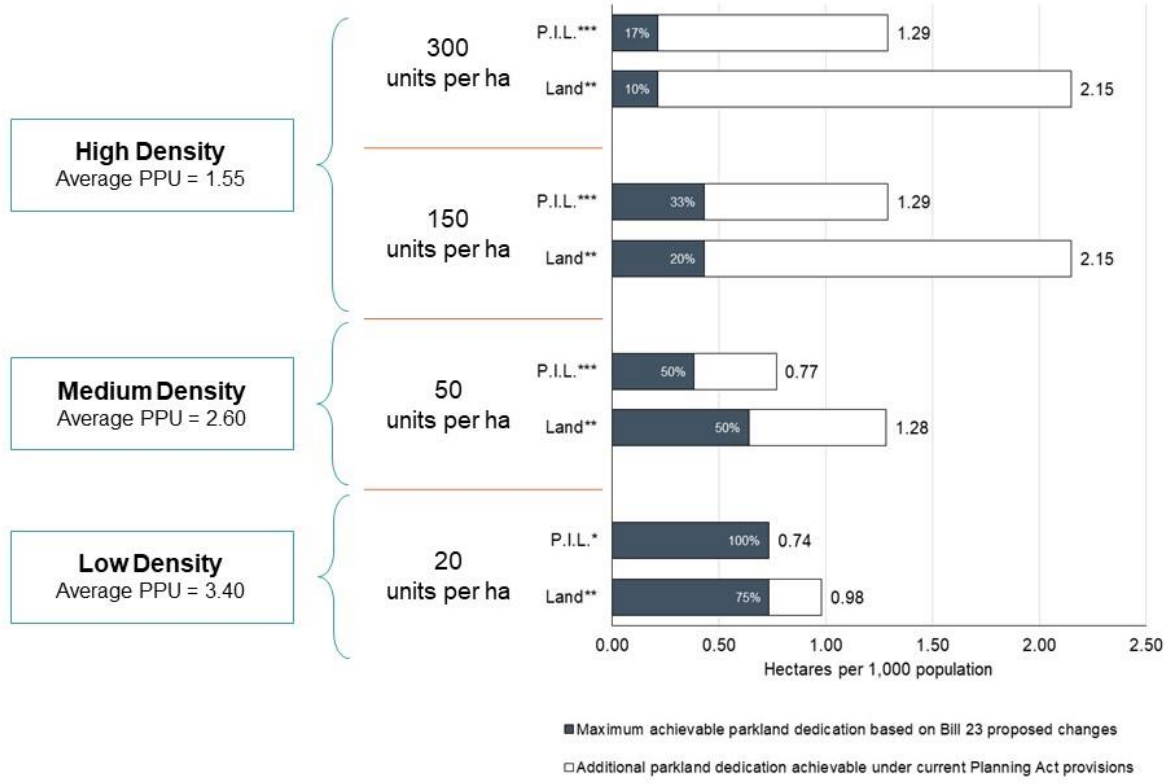
- If passed as currently drafted, the decrease in the alternative requirements for land conveyed and P.I.L. would not apply to building permits issued before subsection 12 (8) of Schedule 9 of the *More Homes Built Faster Act* comes into force.
- Most municipal parkland dedication by-laws only imposed the alternative requirements on incremental development. As such, the proposed amendments for net residential units seek to clarify the matter where parkland dedication by-laws are unclear.
- Section 42 previously imposed the alternative requirement caps of 10% and 15% of land area or value, depending on the respective developable land area, for developments only within designated transit-oriented communities. By repealing subsection 42 (3.2) of the *Planning Act*, these caps would apply to all developable lands under the by-law.
- As illustrated in the figure below, lowering the alternative parkland dedication requirement and imposing caps based on the developable land area will place significant downward pressure on the amount of parkland dedication provided to municipalities, particularly those municipalities with significant amounts of high-density development. For example:
    - Low-density development of 20 units per net ha (uph), with a person per unit (P.P.U.) occupancy of 3.4, would have produced a land conveyance of 0.98 ha per 1,000 population. The proposed change would reduce this to 0.74 ha, approximately 75% of current levels.

  - Medium-density development of 50 uph, with a P.P.U. of 2.6 would produce land conveyance at 50% of current levels (0.64 vs. 1.28 ha/1,000 population).
  - Low-rise development of 150 uph, with a P.P.U. of 2.6 would produce land conveyance at 20% of current levels (0.43 vs. 2.15 ha/1,000 population). P.I.L. would be approximately 1/3 of current levels.
  - High-rise development of 300 uph, with a P.P.U. of 2.6 would produce land conveyance at 10% of current levels (0.22 vs. 2.15 ha/1,000 population). P.I.L. would be approximately 17% of current levels.[1]
- Based on the proposed alternative requirement rates and land area caps, municipalities would be better off:
  - For land conveyance, imposing the alternative requirement for densities greater than 30 units per ha.
    - Sites of 5 ha or less, land conveyance would be capped at 10% of land area at densities greater than 60 units per ha.
    - Sites greater than 5 ha, land conveyance would be capped at 15% of land area at densities greater than 90 units per ha.
  - For P.I.L. of parkland, imposing the alternative requirement for densities greater than 50 units per ha.
    - Sites of 5 ha or less, land conveyance would be capped at 10% of land area at densities greater than 100 units per ha.
    - Sites greater than 5 ha, land conveyance would be capped at 15% of land area at densities greater than 150 units per ha.
  - For densities less than 30 units per ha, imposing the standard requirement of 5% of land area for land conveyance and P.I.L. of parkland.

[1] Low-rise and high-rise developments with sites larger than 5 ha would only be marginally better under the proposed changes, at 30% and 15% of land conveyance and 50% and 25% P.I.L., respectively.

Maximum Achievable Parkland Dedication (hectares per 1,000 population)

Development Sites ≤ 5 hectares



* Using standard requirement (5% of land area or land value)

** Using alternative requirement of 1 hectare of land per 300 units.

*** Using alternative P.I.L. requirement of 1 hectare per 500 units.

4. **Parks Plan**: The preparation of a publicly available parks plan as part of enabling an Official Plan will be required at the time of passing a parkland dedication by-law under section 42 of the *Planning Act*.

   Analysis/Commentary

   - The proposed change will still require municipal Official Plans to contain specific policies dealing with the provision of land for parks or other public recreational purposes where the alternative requirement is used.
   - The requirement to prepare and consult on a parks plan prior to passing a by-law under section 42 would now appear to equally apply to a by-law including the standard parkland dedication requirements, as well as the alternative parkland dedication requirements. This will result in an increase in the administrative burden (and cost) for municipalities using the standard parkland dedication requirements.
   - Municipalities imposing the alternative requirement in a parkland dedication by-law on September 18, 2020 had their by-law expire on September 18, 2022 as a result of the *COVID-19 Economic Recovery Act* amendments. Many municipalities recently undertook to pass a new parkland dedication by-law, examining their needs for parkland and other recreational assets. Similar transitional provisions for existing parkland dedication by-laws should be provided with sufficient time granted to allow municipalities to prepare and consult on the required parks plan.

5. **Identification of Lands for Conveyance**: Owners will be allowed to identify lands to meet parkland conveyance requirements, within regulatory criteria. These lands may include encumbered lands and privately owned public space (POPs). Municipalities may enter into agreements with the owners of the land regarding POPs to enforce conditions, and these agreements may be registered on title. The suitability of land for parks and recreational purposes will be appealable to the Ontario Land Tribunal (OLT).

   Analysis/Commentary

   - The proposed changes allow the owner of land to identify encumbered lands for parkland dedication consistent with the provisions available to the Minister of Infrastructure to order such lands within transit-oriented communities. Similar to the expansion of parkland dedication caps, these changes would allow this to occur for all developable lands under the by-law. The proposed changes go further to allow for an interest in land, or POPs.
   - The municipality may refuse the land identified for conveyance, providing notice to the owner with such requirements as prescribed. The owner, however, may appeal the decision to the OLT. The hearing would result in the Tribunal determining if the lands identified are in accordance with the criteria prescribed. These “criteria” are unclear, as they have not yet been defined in the regulations.

- Many municipal parkland dedication by-laws do not except encumber lands or POPs as suitable lands for parkland dedication. This is due, in part, to municipalities' inability to control the lands being dedicated or that they are not suitable to meet service levels for parks services. Municipalities that do accept these types of lands for parkland or other recreational purposes have clearly expressed such in their parkland dedication by-laws. The proposed changes would appear to allow the developers of the land, and the Province within prescribed criteria, to determine future parks service levels in municipalities in place of municipal council intent.

6. **Requirement to Allocate Funds Received:** Similar to the requirements for C.B.C.s, and proposed for the D.C.A. under Bill 23, annually beginning in 2023, municipalities will be required to spend or allocate at least 60% of the monies in a reserve fund at the beginning of the year.

Analysis/Commentary

- This proposed change appears largely administrative, increasing the burden on municipalities. This change would not have a fiscal impact and could be achieved as a schedule to annual capital budget. Moreover, as the Province may prescribe annual reporting, similar to the requirements under the D.C.A. and for a C.B.C under the *Planning Act*.

Attachment 4 - Changes to the *Planning Act* – Community Benefits Charges

1. **New Statutory Exemptions:** Affordable residential units, attainable residential units, and inclusionary zoning residential units will be exempt from the payment of C.B.C.s., with definitions provided as follows:

   - Affordable Residential Units (Rented): Where rent is no more than 80% of the average market rent as defined by a new bulletin published by the Ministry of Municipal Affairs and Housing.
   - Affordable Residential Units (Ownership): Where the price of the unit is no more than 80% of the average purchase price as defined by a new bulletin published by the Ministry of Municipal Affairs and Housing.
   - Attainable Residential Units: Excludes affordable units and rental units; will be defined as prescribed development or class of development and sold to a person who is at "arm's length" from the seller.
   - Inclusionary Zoning Units: Affordable housing units required under inclusionary zoning by-laws.

   The exemption is proposed to be implemented by applying a discount to the maximum amount of the C.B.C. that can be imposed (i.e., 4% of land value, as specified in section 37 of the *Planning Act*). For example, if the affordable, attainable, and/or inclusionary zoning residential units represent 25% of the total building floor area, then the maximum C.B.C. that could be imposed on the development would be 3% of total land value (i.e., a reduction of 25% from the maximum C.B.C. of 4% of land value).

   Analysis/Commentary

   - While this is an admirable goal to create additional affordable housing units, further C.B.C. exemptions will continue to provide additional financial burdens on municipalities to fund these exemptions without the financial participation of senior levels of government.
   - The definition of "attainable" is unclear, as this has not yet been defined in the regulations.
   - Under the proposed changes to the D.C.A, municipalities will have to enter into agreements to ensure that affordable units remain affordable for 25 years and that attainable units are attainable at the time they are sold. An agreement does not appear to be required for affordable/attainable residential units exempt from payment of a C.B.C. Assuming, however, that most developments required to pay a C.B.C. would also be paying development charges, the units will be covered by the agreements required under the D.C.A. These agreements should be allowed to include the C.B.C. so that if a municipality needs to enforce the

provisions of an agreement, both development charges and C.B.C.s could be collected accordingly.
    - These agreements will increase the administrative burden (and costs) on municipalities. Furthermore, the administration of these agreements will be cumbersome and will need to be monitored by both the upper-tier and lower-tier municipalities.
- It is unclear whether the bulletin provided by the Province will be specific to each municipality, each County/Region, or Province-wide. Due to the disparity in incomes across Ontario, affordability will vary significantly across these jurisdictions. Even within an individual municipality, there can be disparity in the average market rents and average market purchase prices.
- Where municipalities are imposing the C.B.C. on a per dwelling unit basis, they will need to ensure that the total C.B.C. being imposed for all eligible units is not in excess of the incremental development calculation (e.g., as per the example above, not greater than 3% of the total land value).

2. **Limiting the Maximum C.B.C. in Proportion to Incremental Development:** Where development or redevelopment is occurring on a parcel of land with an existing building or structure, the maximum C.B.C. that could be imposed would be calculated based on the incremental development only. For example, if a building is being expanded by 150,000 sq.ft. on a parcel of land with an existing 50,000 sq.ft. building, then the maximum C.B.C. that could be imposed on the development would be 3% of total land value (i.e., 150,000 sq.ft. / 200,000 sq.ft. = 75% x 4% maximum prescribed rate = 3% of total land value).

    Analysis/Commentary

    - With municipal C.B.C. by-laws imposing the C.B.C. based on the land total land value or testing the C.B.C. payable relative to total land value, there will be a reduction in revenues currently anticipated. At present, some municipal C.B.C. by-laws have provisions excluding existing buildings from the land valuation used to calculate the C.B.C. payable or to test the maximum charge that can be imposed. As such, this proposal largely seeks to clarify the administration of the charge.

Attachment 5 - Changes to the *Conservation Authorities Act*

1. Changes to conservation authority involvement in the development approvals process

- **Programs and services that are prohibited within municipal and other programs and services:**
    - Authorities would no longer be permitted to review and comment on a proposal, application, or other matter made under a prescribed Act (if not related to their mandatory programs and services under O. Reg. 686/21). The Province proposes that a new regulation would prescribe the following Acts in this regard:
        - The *Aggregate Resources Act*
        - The *Condominium Act*
        - The *Drainage Act*
        - The *Endangered Species Act*
        - The *Environmental Assessment Act*
        - The *Environmental Protection Act*
        - The *Niagara Escarpment Planning and Development Act*
        - The *Ontario Heritage Act*
        - The *Ontario Water Resources Act*
        - The *Planning Act*
- **Exemptions to requiting a permit under section 28 of the *Conservation Authorities Act***
    - Where development has been authorized under the *Planning Act* it will be exempt from required permits to authorize the development under section 28 of the *Conservation Authorities Act*. Exemptions to permits would also be granted where prescribed conditions are met.
    - Regulation making authority would be provided to govern the exceptions to section 28 permits, including prescribing municipalities to which the exception applies, and any other conditions or restrictions that must be satisfied.
- **Shortened timeframe for decisions**
    - Applicants may appeal the failure of the authority to issue a permit to the Ontario Land Tribunal within 90 days (shortened from 120 days currently).

Analysis/Commentary

- These changes would focus an authority's role in plan review and commenting on applications made under the above Acts (including the *Planning Act*) to the risks of natural hazards only, limit the developments in which permits under section 28 of the *Conservation Authorities Act* would be required, and shorten timeframes for issuing permits. Authorities would no longer be able to review applications with respect to the natural heritage impacts.

- With respect to natural heritage review requirements, the Province is proposing to integrate the Provincial Policy Statement, 2020 (P.P.S.) and A Place To Grow: Growth Plan for the Greater Golden Horseshoe into a new Province-wide planning policy instrument. It is proposed that this new instrument could include changes to natural heritage policy direction.
- Recent amendments to the *Conservation Authorities Act* have already been implemented to limit a conservation authority to programs and services within their core mandate unless they have entered into an agreement with a municipal partner. Conservation authorities are able to efficiently provide services, such as natural heritage review required under the P.P.S., to municipalities across their watershed. Removing this ability from conservation authorities may result in municipalities having to find other external sources with the expertise to undertake this review, adding to the cost and timeframes for development approvals and negatively impacting the Province's goal of creating more housing.

2. Minister's ability to freeze fees

- The Minister would have the ability to direct an authority to not change the amount of any fee it charges (including for mandatory programs and services) for a specified period of time.

Analysis/Commentary

- Limiting the ability of conservation authorities to recover the costs of plan review and permitting from benefiting developers and landowners will place additional financial burdens on conservation authorities and municipalities to fund these activities.
- As the goal of the Province is to create more housing, it is suggested that any limitations to conservation authority fees that are implemented should only apply to plan review and permitting fees related to the construction of new homes.

Ontario

Ministry of Natural Resources and Forestry

Resources Planning and Development
Policy Branch
Policy Division
300 Water Street
Peterborough, ON K9J 3C7

Ministère des Richesses naturelles et des Forêts

Direction des politiques de planification et d'exploitation des ressources
Division de l'élaboration des politiques
300, rue Water
Peterborough (Ontario) K9J 3C7

Notice: Changes under the Oil, Gas and Salt Resources Act related to Geologic Carbon Storage

Hello,

I am pleased to inform you that Bill 46, Less Red Tape, Stronger Ontario Act, 2022 was introduced on November 23, 2022, which would make changes to the Oil, Gas and Salt Resources Act to remove the prohibition on geologic carbon storage. We also released a short Roadmap to further outline our plan to remove barriers for this activity in Ontario.

Last winter, the Ministry of Natural Resources and Forestry sought feedback on a discussion paper (https://ero.ontario.ca/notice/019-4770) exploring possible legislative changes which would remove potential barriers to the storage of carbon dioxide and enable the creation of a regulatory framework to govern this and other new technologies.

Informed by the feedback received on that discussion paper, we have developed a plan to enable geologic carbon storage through a phased approach that would provide clarity for businesses to plan and invest in Ontario, while ensuring safe and responsible development.

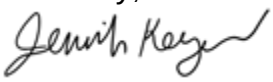
To build a framework that works for Ontario, we plan to work together with stakeholders, Indigenous communities and the public.

Bill 46 contains proposed changes to the Oil, Gas and Salt Resources Act and is available for review on the Ontario Legislative Assembly website: https://www.ola.org/en/legislative-business/bills/parliament-43/session-1/bill-46. The province is also seeking feedback on the proposed change through the Environmental Registry of Ontario: (https://ero.ontario.ca/notice/019-6296).
Feedback on the proposed changes can be provided directly to the ministry or through the environmental registry.

A copy of the Roadmap has been attached for your information.

If you would like more information or have any questions about the proposed changes or future phases, please contact Andrew Ogilvie, Manager of Resources Development Section, at 705-761-5815 or through email: Resources.Development@ontario.ca.

Sincerely,



Jennifer Keyes
Director, Resources Planning and Development Policy Branch

Ontario's Roadmap towards Regulating Geologic Carbon Storage

One tool to help transition to a low-carbon future

We plan to enable geologic carbon storage through a phased approach that will provide clarity for businesses to plan and invest in Ontario while ensuring safe and responsible development.

What is geologic carbon storage?

Carbon capture, utilization and storage, or CCUS, involves a broad suite of activities that capture, transport, use and store (sequester) carbon dioxide.

Geologic carbon storage is the permanent storage, or sequestration, of carbon dioxide in deep underground geologic formations.

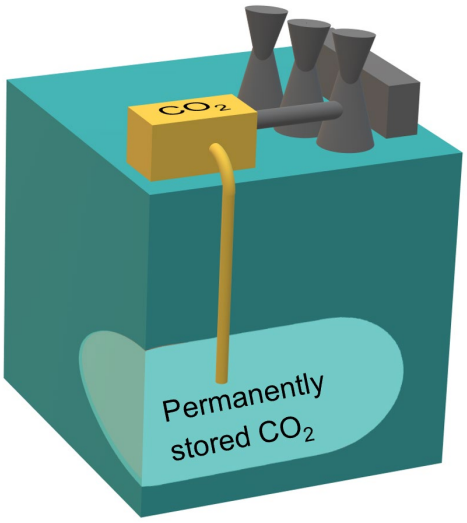
Ontario's plan

Ontario's plan starts with proposing immediate action towards removing barriers to carbon storage in the province.

Next, we plan to propose legislative and regulatory changes to allow testing and demonstration projects so businesses can start exploring carbon storage while a proposal for a regulatory framework for commercial-scale projects is developed.

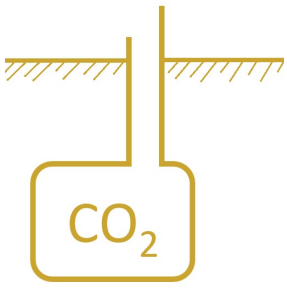
Benefits of enabling carbon storage

- supports emissions reduction and production of low-carbon hydrogen
- supports transition to a low-carbon economy
- allows businesses to take advantage of provincial and federal initiatives for carbon storage
- attracts investment and encourages innovation



Ontario

Ontario's Roadmap towards Regulating Geologic Carbon Storage



This roadmap outlines Ontario's plan for creating a framework for the regulation of geologic carbon storage.

The plan provides a clear path forward and the opportunity to work together with stakeholders, Indigenous communities and the public to build a framework that works for Ontario.

Discussion Paper

January to March 2022

Received feedback through postings on the regulatory and environmental registries of Ontario.

Clarify Intent

Starting in: Fall 2022

Propose changes to the Oil, Gas and Salt Resources Act to remove the prohibition related to geologic carbon storage.

Enable Demonstration

Anticipated start: Winter/Spring 2023

Propose legislative and regulatory changes to allow projects to test and demonstrate new activities, such as geologic carbon storage, initially on private land only.

Develop changes to enhance public safety and corporate accountability.

Design Framework

Anticipated start: Summer/Fall 2023

Design a framework to regulate commercial-scale geologic carbon storage projects on Crown and private land.

Refine and Adapt

Anticipated start: 2025 and beyond

Refine and adapt the framework for new activities and emerging technologies.

Ontario

The Corporation of the Town of Tillsonburg
200 Broadway, Suite 204 Tillsonburg, ON N4G 5A7

Tel: (519) 688-3009
Fax: (519) 842-9431

MEMORANDUM

September 12, 2022 Council Meeting

Resolution # 2022-300

Moved By: Councillor Esseltine
Seconded By: Deputy Mayor Beres

That the Council for the Town of Tillsonburg receives Resolution # 2022-065 from the THI Board of Directors as information and will defer appointing Tillsonburg CAO Kyle Pratt and two members of council to participate in the THI Board's MSA/MOUD Review Committee until the beginning of the new term of council in November.

Carried

Subject: Cultural Grant Funding Request
Report Number: CS 22-33
Department: Corporate Services Department
Submitted by: Laura Pickersgill, Executive Assistant/Assistant Clerk
Meeting Type: Council Meeting
Meeting Date: Monday, December 12, 2022

RECOMMENDATION

THAT Council receives report CS 22-33 Cultural Grant Funding Request, as information;

AND THAT the Council authorizes the funding in the amount of $600.00 to Forge Fest as a cultural grant to assist in costing involved with the concert series held at the Station Arts Centre.

BACKGROUND

The Culture, Heritage and Special Awards Committee of the previous term of Council was tasked with distributing funds to local non-profit organizations from the Cultural Funds budget. There was $6,000 in the 2022 budget with $1,100 spent to date. The only other application submitted and funded under this grant for 2022 was for Forge Fest held in August 2022.

DISCUSSION

With the turnover in staff members, this item was not forwarded onto existing employees prior to their departure. Given that, this application was not reviewed and submitted to the former Culture, Heritage and Special Awards Committee. Being that the previous Committees of Council have expired and there will be some time passed before a new Committee is established and orientated, staff is bringing this forward for Council's consideration to expedite the process.

Staff are recommending that this grant request be permitted as this organization and its' event meets the eligibility criteria established for Cultural Grants. The application with the organization and event details has been included for Council's reference.

CONSULTATION

Former Culture, Heritage and Special Awards Committee Chair & Council Representative
Interim Director of Finance/Treasurer
Clerk's Department

FINANCIAL IMPACT/FUNDING SOURCE

$600 from the Cultural Grants budget as noted above.

CORPORATE GOALS

How does this report support the corporate goals identified in the Community Strategic Plan?

☒ Lifestyle and amenities
☐ Customer service, communication and engagement
☐ Business attraction, retention and expansion
☐ Community growth
☐ Connectivity and transportation
☐ Not Applicable

Does this report relate to a specific strategic direction or project identified in the Community Strategic Plan? Please indicate section number and/or any priority projects identified in the plan.

Goal- Within the community, Tillsonburg will strive to offer residents the amenities, services and attractions they require to enjoy balanced lifestyles.

Strategic Direction- Increase opportunities to enjoy culture, events and leisure activities in Tillsonburg.

Priority Project- N/A

ATTACHMENTS

Appendix A- Forge Fest Concert Series Application for Cultural Grant

Cultural Advisory Committee

Grant Guidelines & Criteria

Please read the Cultural Grant Guidelines & Eligibility Criteria before completing your application form.

Please note:

- Not all submissions meeting the criteria will receive a grant, as the level of support depends on the number of submissions received and available funds.
- A grant in any year is not to be considered a commitment by the Town of Tillsonburg to provide such assistance in future years.
- Deadlines for applications are two times annually, January 2 & July 2, to be considered for funding for that fiscal year.
- Applications can be submitted in hardcopy or electronically. Electronic submissions should be signed or followed by an original version.

For more information, please contact:

Patricia Phelps, Cultural Advisory Committee Staff Liason, Culture & Heritage Manager/Curator
Annandale National Historic Site 30 Tillson Ave, Tillsonburg, ON N4G 2Z8
(519) 842-2294 pphelps@tillsonburg.ca

Guidelines & Criteria

In general, Cultural Grants will be awarded only to initiatives that result in a unique contribution to the cultural life of the community or that promote activities in support of the artistic, historical or lifestyle heritage of the Town.

Eligibility Criteria for the program are:

1. Funding will be provided only to non-profit or not-for-profit organizations and committees.
2. Applicants for Cultural Grants must be located in the community or primarily provide cultural benefits for the Town of Tillsonburg.
3. The organization/committee must have been in existence for two (2) years and/or have demonstrated appropriate experience/expertise.
4. Funding will be provided only to festivals or events that include the arts as a significant component of their programming.
5. All events and festivals must be open to the public and publicized (if applicable).
6. Cultural Grants will be given to supplement current operating budgets and to reduce or eliminate existing deficits.
7. All successful applicants must acknowledge the contribution by the Town of Tillsonburg (Cultural Advisory Committee) when promoting their Project/Event.
8. All successful applicants will be required to submit a final report (to include use of grant funds) -1 month after the event to Patricia Phelps, Cultural Advisory Committee

Staff Liason, Culture & Heritage Manager/Curator Annandale National Historic Site
30 Tillson Ave, Tillsonburg, ON N4G 2Z8

In addition to the above criteria, preference will be given to:

- Organizations or committees that demonstrate relevant experience and expertise;
- New and innovative events, community outreach, and/or education relating to Arts & Culture; and,
- Applications that have a variety of funding sources and that provide a detailed financial statement and budget for the event/initiative.

The determination of the amount of funding allocated will be based on:

1. Purpose for which funding is to be utilized;
2. Whether another level of government is presently subsidizing this purpose;
3. How the organization has managed funds in the past;
4. The per capita benefit to the community.

Process

Grant applications will be received and acknowledged by the Museum Curator or designate.

The Cultural Advisory Committee shall review all applications and supporting documentation to determine eligibility in accordance with the criteria established.

The Cultural Advisory Committee Liaison will advise ineligible applicants of the reason(s) why their application is deemed ineligible or request additional information in order to process the application.

The Staff Liaison or designate will advise the applicant of the Committee's decision and forward the grant amount if approved.

All applications are reviewed by committee to ensure the applications meet the eligibility criteria. If an application is deemed ineligible by the committee, the organization will be notified in a timely manner and the organization has 20 days to appeal to the committee in writing, to the Staff Liaison.

Following this process a group or individual may appeal to Council through the Council Delegation process by contacting the Deputy Clerk – clerks@tillsonburg.ca

Cultural Advisory Committee
Grant Application

Please enclose the following documents:

- A completed & signed application form (please ensure your answers are printed clearly and provide concise answers with brief descriptions)
- A list of your current Board of Directors or Committee Members
- Most recent Annual Report (if requested)
- Your Organization's audited financial statement or most recent financial statement endorsed by two (2) signing officials (if requested)

Return completed form to:

Tillsonburg Cultural Advisory Committee
c/o Patricia Phelps, Cultural Advisory Committee Staff Liaison,
Culture & Heritage Manager/Curator Annandale National Historic Site,
30 Tillson Ave, Tillsonburg, ON N4G 2Z8
(519) 842-2294
pphelps@tillsonburg.ca

Applicant information (please print):

Organization Forge Fest			
Contact Name Ben Andress			
Address 28 Ball Street Tillsonburg, Ontario		Postal Code N4G2W6	
Telephone 519-688-5060	Email Address mgmt@blacktoprecords.ca		
Project/Event Date(s)/Time(s)	Start Date 1:00PM Aug 25 2022	Completion Date 12:30AM Sept 25 2022	
Is this a new Event? Yes ___ No _X__			
Have you received grants from the Tillsonburg Cultural Advisory Committee or its predecessor, the Cultural Commission in the past? If so when & how much? In June of 2022 Forge Fest received $1100.			
Project/Event Title & Purpose Forge Fest is a multi-venue music and arts concert series that will be taking place at Station Arts Centre Tillsonburg on November 11th 2022. The concerts have several goals. The first goal is to provide opportunities for local artists to perform and promote themselves for a professional wage to new audiences in the community. Second, Forge Fest hopes to strengthen the appeal of Tillsonburg to touring artists from outside the community and make hosting them in our city			

financially viable and culturally impactful. Lastly, Forge Fest aims to invigorate the Tillsonburg music scene in general, creating a concert series and festival that will draw many people to our city. We have plans to grow Forge Fest each year so that it can become a tourist destination for music lovers across Southern Ontario. This particular showcase will also have themes that will educate and promote the history of Remembrance Day.

If an existing event, please provide a brief history

Forge Fest took place as a multi venue music festival in July of 2018 & 2019 with over $5000 donated to the Canadian Mental Health Association ofOxford both years. The COVID-19 pandemic canceled the festival in 2020 & 2021 and now it returns as a concert series in 2022 and eventually an all day music festival like the previous years. The last showcase was held in June with a donation of $300 to CHMA Oxford.

Cultural Advisory Committee Grant Application Continued Page 2 of 2

Project/Event Description

Forge Fest is a multi-venue concert series that will be hosting international touring artist Danbert Nobacon (vocalist of the award winning band Chumbawamba from England) will be sharing the stage with local Tillsonburg artists at the Station Arts Centre on November 11th 2022. Patrons can buy tickets to get into the event, however the Copper Mug will be free to the public with a late show with more local artists from Tillsonburg, making this event very accessible for everyone. The festival is directed and curated by Blacktop Records' Ben Andress, who has been promoting live music in and around Tillsonburg for over 15 years, and has also organized several festival events in Tillsonburg and Welland. Should the festival get more than the 40 patrons needed to break even, the festival will be donating all additional profits to a local charity.

Benefits to Community From Project/Event
- Local artists are given opportunities to promote themselves and perform for professional wages
- Attracts customers to downtown businesses during the festival
- Promotes Tillsonburg arts and culture to visiting patrons and also via on-line promotional campaigns
- Focuses on youth engagement in the arts (Forge Fest offers ½ price tickets for those under 18)
- Provides volunteer opportunities
- Makes Tillsonburg a financially viable stop for larger touring musical acts
- Overages in profits will be donated to support a local charity

Total Costs for Project/Event
Explanation/Itemization of costs

Item	Amount	Comments
Promotional costs	$100	- mostly targeted on-line ad campaigns
Printing	$100	- tickets, posters, wristbands, flyers
Production	$200	- sound rental, sound engineer, lights

Venue rental fees $100 Artists fees $600 Admin Fees $100 - pays admin fees for grant writer TOTAL $1200	
Amount of Grant Request $600	
Other Sources of Funding Received or will receive for this Project/Event Federal $ Provincial $ Municipal $ Private $ 200 ($200 from the venues that will host after events) Other $ 300 - In-kind donations from Blacktop Records (providing printed materials and some production personnel) Other $ 825 Estimated admission revenue (50x adult tickets @$15, 10x youth @$7.50) TOTAL $1325	
Please list how & where the Project/Event will be promoted/advertised This project will be advertised through targeted on-line ad campaigns (Facebook, Instagram, Twitter). The festival is partnered with local musical promotions organization Tillsonburg Scene, which has a very wide on-line reach and will aid in reaching a wide audience of potential patrons. Additionally, posters and handbills will be available at key locations across Tillsonburg. Venues hosting events will help to advertise shows taking place at their locations and by selling advanced physical tickets. Online tickets will also be available on Eventbrite.	

Subject: Amendments to Procedural By-Law
Report Number: CS 22-35
Department: Corporate Services Department
Submitted by: Laura Pickersgill, Executive Assistant/Assistant Clerk
Meeting Type: Council Meeting
Meeting Date: Monday, December 12, 2022

RECOMMENDATION

THAT Council receives CS 22-35, Amendments to Procedural By-Law;

AND THAT Council direct staff to bring back an amendment to the procedural by-law to allow for electronic participation in meetings for reasons other than for emergencies and pandemic reasons as currently stated.

BACKGROUND

At the Council meeting of November 21, 2022, Council passed the following resolution:

"THAT Council directs staff to bring back a report in regards to virtual meetings and the current procedural by-law.
AND that staff compare to other neighbouring municipalities when it comes to extended time away and attending meetings virtually."

The Town's procedural By-Law currently states:

5.3. Electronic Participation
(1) Electronic meetings for both open and closed meetings will be permitted in the following circumstances: during a pandemic and in certain emergency situations.
(2) Members of Council who participate electronically will count towards quorum.
(3) All members of Council may participate electronically or some members may participate electronically while other members may be present in the Council Chambers or an alternative Council meeting space.

(4) The Meeting method or technology shall be determined by the Clerk and such meeting technology should allow for accessible meetings to the public.

At the April 19, 2022 Council Meeting, Council passed the following resolution:

Resolution # 2022-144
Moved By: Councillor Esseltine
Seconded By: Councillor Rosehart
THAT plans be put in place for council members and staff to return to the council chambers for regularly scheduled council meetings as soon as possible, and in accordance with the end of the COVID-19 pandemic as determined by the provincial government. At this time, the provincial government has stated that Ontario COVID-19 Public Health measures and advice and all remaining measures, directives and orders are to end by April 27, 2022.
A hybrid option will continue to be available for individuals who are unable to attend in person citing health or distance concerns.
With the provincial statement in mind and as per the town's Procedural By-Law section 5.3 which reads "Electronic meetings for both open and closed meetings will be permitted in the following circumstances: during a pandemic and in certain emergency situations", the provincial government's declaration supports the town's return to open, in person meetings of council and council committees.
AND FURTHER having been advised that the recently approved Hybrid Work Policy could result in staff not being available to attend in person meetings, or to complete other tasks for which in person attendance at town facilities is important, that council requests a staff report outlining revisions to the Hybrid Work Policy that will assure council and the community that staff attendance at town facilities is considered important and often in the best interest of the municipality.
Should Southwestern Public Health issue regulations requiring in-person public meetings to cease because of a continuance or reoccurrence of COVID-19, Councillors and staff will return to the full hybrid meeting option for the required period of time specified by public health.

This motion and the Procedural By-Law are not in line and require clarification regarding Council's intentions for hybrid meetings and defining what is meant by "are unable to attend in person citing health or distance concerns". Council should also define if or how notice is required when attending meetings virtually and if virtual attendance is limited or at the discretion of Council or the individual.

Staff have completed a review of Oxford County Municipalities procedural bylaws regarding the section related to virtual/hybrid meetings. All of these Municipalities allow for some form of electronic participation.

Blandford Blenheim allows members to participate electronically at the discretion of the Chair or by resolution of Council and they must advise the clerk no later than 4:30 on the Friday preceding the meeting date.

Township of Zorra permits members to attend electronically by notifying the Clerk no later than noon the day before the meeting or at the discretion of the Mayor or Clerk if the situation arises on short notice. A member may not attend Council meetings virtually for three successive months without being authorized to do so.

Town of Ingersoll allows for a member to participate electronically and shall provide the Clerk notice at least 24 hours prior to the meeting. Ingersoll also defines their Electronic Meetings – "1. Under this section, an "Electronic Meeting" is defined as any regular or special meeting of Council that utilizes remote electronic access for all Members where in-person participation is unachievable due a declared emergency, either by the Head of Council or the Province, at such times during a public health crisis at the recommendation of the Medical Officer of Health or at the discretion of the Mayor, or designate due to factors that would prevent, or make in-person meeting difficult."

Township of Norwich allows for electronic participation during a pandemic or an emergency.

East-Zorra Tavistock allows for electronic participation when an emergency has been declared.

South West Oxford members may participate electronically at the discretion of the Chair or by resolution of Council. If a member wished to participate electronically they must advice the Clerk on the Friday preceding the meeting.

City of Woodstock members of Council may participate electronically in a meeting.

County of Oxford's procedural by-law sets out a protocol for electronic meetings and does not set any parameters on individual council participation electronically.

The following chart indicates excerpts from their procedural by-laws:

Blandford Blenheim	**5.15 Electronic Participation at Meetings** Members of council may participate electronically in a meeting which is open or closed to the public at the discretion of the Chair or by resolution of Council. A member of council who is participating electronically in such a meeting may be counted in determining whether or not a quorum of members is present at any point in time.	

	If a member wishes to participate electronically in a meeting, they must advise the Clerk no later than 4:30 p.m. on the Friday preceding the meeting date.	
Township of Zorra	**4.12 Electronic Meetings** (a) Electronic Participation - Council Members of council may participate electronically in a meeting which is open or closed to the public. Members participating/voting electronically will count towards quorum. Members will be permitted to attend meetings electronically by notifying the Clerk by no later than noon the day before the meeting or, at the discretion of the Mayor or Clerk if the situation arises on short notice where a member is unable to attend a meeting in person. Where the call for a meeting arises having a potential for serious or grave consequences for the municipality or its inhabitants, the Mayor may issue a call for an electronic meeting of the members of Council. The meeting shall be held at the time in accordance with 4.1. In the absence of the Mayor and under severe conditions, the Clerk shall be similarly so empowered. Council Members must have their video enabled while participating in the meeting. No virtual backgrounds are permitted for Council members. During voting, Council members will raise their hands clearly when appearing by video to show their vote when called for by the Mayor. Except for periods where there are declared emergencies and circumstances cited herein, a member may not attend Council meetings virtually for three successive months without being authorized to do so.	
Ingersoll	**Section 27 – Remote Participation** 27. The following rules and regulations for remote participation in a Council Meeting or Council Committee meeting shall apply: a. Members participating electronically shall count towards quorum. b. Members participating electronically may participate in a meeting that is open or closed to the public.	

	c. A Member who is unable to attend a Council Meeting in person may participate in that Meeting by electronic or telephonic means so long as: i. The method of participation enables all participating Members, whether attending in person or through electronic participation, to hear and be heard by all other Members. ii. Except for all or any part of the Council Meeting that is closed to the public, the method of participation is capable of and enables the public to hear, or watch and hear, all Members participating in the Meeting. iii. A Member who intends to participate in any such Meeting of Council by electronic or other means of participation shall provide the Clerk notice of that intention at least 24 hours prior to the commencement of such Meeting, or as much prior notice as possible where the Member is otherwise prevented from providing the Clerk with 24 hours advance notice. iv. In all such circumstances, the Clerk will, as soon as reasonably possible, provide the Member intending to attend by electronic participation with instructions on how to connect to and participate in that Meeting by electronic or other means of communication. v. There shall be no limit upon the number of Members who may attend a Meeting of Council by electronic or other method of communication. vi. The Mayor (or designate), as Chair, shall lead the Meeting and be present from a designated meeting location supported by the CAO (or designate), where possible. vii. Any Member attending and present during a Meeting by electronic or other means of communication may participate in all aspects of the Meeting as if present in person, including but not limited to debate, questioning, presentation of motion, and/or voting. viii. During the course of a Meeting within which any Member is participating by electronic or other means of	

	communication, the Chair (or designate) shall announce each agenda item on the floor of the Meeting and shall thereafter maintain an orderly meeting process, including keeping Members fully informed. ix. Any Member attending and present during a Meeting by electronic or other means of communication may vote on any matter being considered in such Meeting and that vote shall be counted as set forth below: 1. When the Chair calls for a vote on a matter, Members who are participating using Audio-only communications shall verbally announce their vote by stating “in favour” or “opposed”. 2. When the Chair calls for a vote on a matter, Members who are participating using Audiovisual Communications, shall visually show their vote by raising their hand to show they are either “in favour” or “opposed”. 3. A recorded vote will be treated the same for audio and audiovisual – verbal vote when called upon and in accordance with sections 1.28 and 15.5. **28.0 Electronic Meetings** 1. Under this section, an “Electronic Meeting” is defined as any regular or special meeting of Council that utilizes remote electronic access for all Members where in-person participation is unachievable due a declared emergency, either by the Head of Council or the Province, at such times during a public health crisis at the recommendation of the Medical Officer of Health or at the discretion of the Mayor, or designate due to factors that would prevent, or make in-person meeting difficult.	
Township of Norwich	Procedural By-law allows for electronic participation using full remote meetings during a pandemic or an emergency. There is no provision for personal choice to attend virtually.	
East Zorra-Tavistock	3.20.b Where an emergency has been declared to exist in all or part of the municipality under Section 4 or 7.0.1 of the Emergency Management and Civil Protection Act, members of Council may participate/ vote electronically in a meeting which is open or closed to the public during any period when an emergency has been declared to exist. As well, and	

	despite Sections 3.6 to 3.11 (inclusive) of this by-law, a member of Council who is participating/ voting electronically in such a meeting may be counted in determining whether or not a quorum of members is present at any point in time.	
South West Oxford	**Electronic Participation at Meetings** 4.17 Members of Council and Committees may participate electronically in a meeting which is open or closed to the public at the discretion of the Chair or by resolution of Council. 4.18 A member who is participating electronically in such a meeting may be counted in determining whether or not a quorum of members is present at any point in time. 4.19 If a member wishes to participate electronically in a meeting, they must advise the Clerk no later than 4:30 p.m. on the Friday preceding the meeting date.	
City of Woodstock	**16.6.24 Electronic participation** Members of council may participate electronically in a meeting which is open or closed to the public. A member of council who is participating electronically in such a meeting may be counted in determining whether or not a quorum of members is present at any point in time.	
Tillsonburg	**5.3. Electronic Participation** (1) Electronic meetings for both open and closed meetings will be permitted in the following circumstances: during a pandemic and in certain emergency situations. (2) Members of Council who participate electronically will count towards quorum. (3) All members of Council may participate electronically or some members may participate electronically while other members may be present in the Council Chambers or an alternative Council meeting space. (4) The Meeting method or technology shall be determined by the Clerk and such meeting technology should allow for accessible meetings to the public.	
County of Oxford	**3.5 ELECTRONIC MEETINGS** 3.5.1 Quorum and Voting for Electronic Meeting – Members participating in an Electronic Meeting, either in person or by electronic means, shall be counted for purposes of quorum at the commencement and at any point in time during the meeting, and shall be entitled to vote through a vote recorded by the Clerk as if they were attending the meeting in person.	

	3.5.2 Closed Session – An Electronic Meeting may include a Closed Session, which shall be conducted in the absence of the public and in accordance with this Section and the Electronic Meeting Protocol. 3.5.3 Public Notice of Electronic Meeting – A public notice of an Electronic Meeting shall include sufficient information as to provide the public with a means to electronically access the open session of such Electronic Meeting. 3.5.4 Application and Conflict – Notwithstanding the foregoing, the Procedure By-law shall continue to apply to an Electronic Meeting held pursuant to this Section, except that this Section and any Provincial legislation or order shall prevail to the extent of any conflict. **BY-LAW NO. 6268-2020 Schedule "B" as amended by Resolution of Council November 24, 2021** **ELECTRONIC MEETING PROTOCOL** Procedure By-Law No. 6268-2020 shall continue to apply to an Electronic Meeting held pursuant to this Electronic Meeting Protocol (hereinafter, "Protocol"). Amendments to this Protocol may be permitted to be made by simple majority vote of Council to accommodate an effective and efficient meeting, so long as any such amendments are not contrary to prevailing Provincial legislation or orders. **Prior to Electronic Meeting** The method and technology used for an Electronic Meeting in Open or Closed Session will be determined by the Chief Administrative Officer based on the resources available. **General** Where an Electronic Meeting is held, Council Members, Staff, Delegates and Registered Members of the Public may attend by Electronic means. Staff will ensure that the general public are able to watch and/or hear the business to be carried out at meetings which are held in Open Session by using an online streaming service in order to ensure that that the meeting is open and transparent.	

	Conduct i. Members of Council participating in a meeting electronically must use both video and audio. ii. When participating in a meeting electronically, the manner of voting shall be by show of hands unless otherwise stated by the Chair. Failure to show a hand shall be considered a negative vote. iii. Staff shall mute their microphone and turn off their camera unless they are presenting or responding to a Member. iv. Each Member shall mute their microphone and remain attentive to the proceeding when not assigned the floor by Chair. v. When participating electronically in Closed Session discussions, Members and Staff must ensure confidentiality is maintained at all times. **Internet and Other IT Disruptions** In the event of an internet or other IT disruption compromises the ability of participants or the public to participate or stream in the Electronic Meeting, in the opinion of the Chair, the Chair shall call a recess and take such steps as necessary to address the issue and reconvene the meeting in a timely manner or, where this is not possible, adjourn the meeting to a later date. The Oxford County Electronic Meeting Protocol shall continue to apply for Public Meetings, Boards and Committees. 3.5.5 Schedule “B”, Electronic Meeting Protocol – sets out the procedures for conducting electronic meetings and may be amended by resolution of Council.	

Staff are recommending that the Town’s procedural by-law be specific in terms of how electronic meetings are conducted and under what circumstance they will or won’t be allowed, who can attend electronically, notice period for attending electronically if allowed, and a time period or a number of concurrent meetings a member will be allowed to attend electronically if allowed. For example, by continuing allowance of electronic participation beyond reasons of emergencies and pandemics, this would increase the opportunity for members of Town Advisory Committees to participate in meetings rather than limiting options for attendance by allowing for in-person attendance only. This model has proven to work well over the past year and a half and should be used as a guide moving forward for decision making.

Following direction regarding virtual attendance at Council meetings, a draft by-law will be brought forward for council’s consideration.

CS 22-35

FINANCIAL IMPACT/FUNDING SOURCE
None

CORPORATE GOALS
How does this report support the corporate goals identified in the Community Strategic Plan?

☐ Lifestyle and amenities
☒ Customer service, communication and engagement
☐ Business attraction, retention and expansion
☐ Community growth
☐ Connectivity and transportation
☐ Not Applicable

Does this report relate to a specific strategic direction or project identified in the Community Strategic Plan? Please indicate section number and/or any priority projects identified in the plan.

Goal- The Town of Tillsonburg will strive for excellence and accountability in government, providing effective and efficient services, information and opportunities to shape municipal initiatives.

Strategic Direction- Increase opportunities and promotion for public engagement in municipal initiatives.

Priority Project- N/A

ATTACHMENTS

N/A

Subject: CS 22-34 Traffic Advisory Committee
Department: Corporate Services Department
Submitted by: Laura Pickersgill, Executive Assistant/Assistant Clerk
Meeting Type: Council Meeting
Meeting Date: Monday, December 12, 2022

RECOMMENDATION

THAT Council receives report CS 22-34 Traffic Advisory Committee;

AND THAT Council adopts the drafted Terms of Reference for the Traffic Advisory Committee.

BACKGROUND

At the November 21, 2022 meeting of Tillsonburg Town Council, a resolution was passed, with part stating “AND THAT staff contact the Police Services Board to help with composition of the Traffic Committee. The new Traffic Committee should have a similar composition to the Committee of 2007”.

Since then, staff were able to retain documentation from the 2007 Traffic Committee that has guided the creation of the attached proposed Terms of Reference for this newly established Traffic Advisory Committee.

The proposed membership of the Committee would closely mirror the membership composition of the 2007 Traffic Advisory Committee along with alike mandates.

FINANCIAL IMPACT/FUNDING SOURCE

None

CORPORATE GOALS

How does this report support the corporate goals identified in the Community Strategic Plan?

☐ Lifestyle and amenities
☒ Customer service, communication and engagement

☐ Business attraction, retention and expansion
☐ Community growth
☐ Connectivity and transportation
☐ Not Applicable

Does this report relate to a specific strategic direction or project identified in the Community Strategic Plan? Please indicate section number and/or any priority projects identified in the plan.

Goal- The Town of Tillsonburg will strive for excellence and accountability in government, providing effective and efficient services, information, and opportunities to shape municipal initiatives.

Strategic Direction- Position Tillsonburg as a leader in the municipal sector.

Priority Project- N/A

ATTACHMENTS

Appendix A- Traffic Advisory Committee Terms of Reference

Traffic Advisory Committee

Terms of Reference

Mandate: To advise and make recommendations to Council on all matters related to roadways, parking, speed zones, pedestrian paths, sidewalks, cross-walks and cycling to promote safety and livability in our community.

1.0 Role of the Traffic Advisory Committee

1.1 To identify challenges and opportunities in high-traffic areas

1.2 To provide information and recommendations to Council regarding traffic, parking and speed zones

1.3 To review and consider traffic, parking and speed zone concerns

1.4 To promote, support and increase traffic initiatives throughout Tillsonburg

1.5 Advocate for the safety of pedestrians and cyclists in Tillsonburg

2.0 Organization of the Committee

The Committee shall be composed of local experts in law enforcement, safety and traffic initiatives thus will consist of: two Council representatives, one member of the Oxford County OPP Detachment, Chair of the Police Services Board, one member from Oxford County Public Works Division, and the Director of Operations and Development. The term of a Committee Member is four years, concurrent with the term of Council.

2.1 Additional members may be appointed throughout the term.

2.2 One member will be appointed by vote of the committee at the first meeting of each term to Chair the meetings for that term. At this time, they will select a vice-chair for the same duration. These appointees shall not be staff members or Council representatives.

2.3 Municipal staff shall act in an advisory manner to the committee and the role of staff liaisons shall be fulfilled by a By-Law Enforcement Officer.

3.0 Meetings

3.1 The Committee will hold a minimum of four meetings a year with a maximum of one meeting per month.

3.2 The date and time of the regular meetings will be established at the first meeting of each term.

3.3 Meetings will have a formal agenda.

3.4 Agendas and information packages (including previous meeting minutes) will be sent electronically to Committee Members prior to each meeting.

3.5 A majority of Council appointed Committee Members will constitute quorum for the transaction of business.

4.0 Role of the Chair

The Chair is responsible for ensuring the smooth and effective operation of the Committee and its' roles. This will include responsibility for:

4.1 Calling the meetings to order.

4.2 Encouraging an informal atmosphere to encourage the exchange of ideas.

4.3 Creating an agenda in consultation with the Secretary and staff liaison.

4.4 Chairing the meetings to ensure business is carried out efficiently and effectively.

4.5 Acting as spokesperson.

4.6 Representing the Committee on other committees when necessary.

4.7 The Chair shall conduct meetings in accordance with the Town's Procedural By-Law.

4.8 In the absence of the Chair, these responsibilities will be undertaken by the Vice-Chair.

5.0 Role of the Secretary

The Secretary is responsible for ensuring a complete up to date record for the Committee. The Secretary will be the staff liaison for the Committee.

5.1 In liaison with the Chair, arrange date, time and venue for meetings.

5.2 In liaison with the Chair, set agendas and circulate agendas to the members two business days prior to the meeting.

5.3 Circulate draft minutes to the members.

5.4 Keep a complete up-to-date record of the committee minutes.

6.0 Role of Members

Membership on the Committee is a position of responsibility and requires a strong commitment to the Terms of Reference. Committee members are required to:

6.1 Attend all regularly scheduled meetings. Members shall notify the Chair and Secretary if they are unable to attend a meeting.

6.2 Adhere to the provisions set out in the Policy for Boards and Committees of Council. If a member has an unexplained absence of three or more consecutive meetings then their seat on the Committee shall be declared vacant.

6.3 Review all information supplied to them.

6.4 Prepare information for use in the development of materials for the Committee.

6.5 Promote the role of the Committee and its' decisions made.

6.6 Offer input to committee reports to Council.

6.7 Attend training as required to effectively perform their role as a committee member.

6.8 Committee Members are subject to the Municipal Conflict of Interest Act R.S.O. 1990, c. M50 and must disclose any direct or indirect pecuniary interest. The disclosure must be recorded in the minutes of the meeting.

7.0 Role of Municipal Staff

The Town of Tillsonburg, by its nature and purpose, affects and is affected by many different Municipal departments. Assistance will be provided on an as required basis from various departments. Municipal staff will be responsible for carrying out the following functions with respect to the Committee:

7.1 Act as an information resource.

7.2 Orientation of Committee members by the Clerk's Department at the first meeting after Council appointment.

7.3 Assist the Committee in its' reporting to Council.

7.4 Provide correspondence to the Committee.

7.5 Responsible for maintaining accurate and up-to-date committee records and providing minutes to Council.

8.0 Reports to Council

The Committee may advise and make recommendations to Council in accordance with its' role. Reports may be submitted as follows:

8.1 Verbally by a Council representative.

8.2 Written Report from the staff liaison and presented by the Chair of the designated representative to Council.

An annual report will also be submitted and presented to Council at the beginning of each year outlining the Committee's accomplishments in the previous year.

Subject: Offer to Purchase – 1410 Bell Mill Sideroad Property
Report Number: EDM 22-29
Department: Economic Development Department
Submitted by: Cephas Panschow
Meeting Type: Council Meeting
Meeting Date: Monday, December 12, 2022

RECOMMENDATION

THAT a by-law be brought forward to authorize the Mayor and Clerk to enter into an agreement of purchase and sale with Metalfer Iron Designs Inc for the Unopened Right-of-Way, described as a Road Allowance Between Concession 3 and 4, North of Talbot Road, Middleton, East of Bell Mill Sideroad and West of Portion 25 on 431429.

BACKGROUND

The purpose of this report is to seek Council approval to move forward with respect to the interest received for the Unopened Right-of-Way property adjacent to Bell Mill Sideroad. Subsequent to the property being declared surplus at Council's September 26, 2022 meeting, two expressions of interest were received by the October 26, 2022 deadline with staff recommending that the Town move forward with the Offer to Purchase received from Metalfer Iron Designs Inc of Brampton.

Metalfer Iron Designs is proposing to construct a 5,000 square foot industrial building for their wrought iron railing and gate manufacturing operations. The relocation of their operations will result in 3 new jobs initially and up to 5 jobs in the future.

DISCUSSION

Figure 1 shows the Unopened Right-of-Way property adjacent to Bell Mill Sideroad.

Figure 1 - Unopened Right-of-Way Lands

The details of the Offer to Purchase received are:

Purchaser:	**Metalfer Iron Designs**
Acreage	0.5 Acres
Proposed Building Size(s)	5,000 Square Feet (SF) initially with potential to add another 2,000 SF
Anticipated Employment	3 jobs initially with potential for 2 more in the future
Total Price	$69,000
Price/Acre	$138,000/Acre
Proposed Uses	Manufacturing of wrought iron railings and gates
Purchaser Conditions	None
Timelines for Development	Standard 1 year to start construction with an additional year to complete

Based on the proposed purchase price, 5,000 square feet of new building and the up to five jobs being created as well as the proposed manufacturing operations supporting the Town's strength in the Fabricated Metal Product Sector, the Development Commissioner is recommending that the Town move forward with their offer.

CONSULTATION

Notice of the surplus property has been provided in accordance with Bylaw 2021-031, and specifically, by:

- Posting a notice on the property (September 12, 2022);
- Posting a notice on the Town's website (September 12, 2022); and,
- Publishing a notice in the Tillsonburg News (September 15, 2022).

Metalfer's offer to purchase has been provided to Duncan, Linton LLP for review. There are minimal changes from the Town's standard template.

FINANCIAL IMPACT/FUNDING SOURCE

If approved, the Town will receive revenue of $69,000, which will be used to pay the Town's legal and closing costs with the net amount being contributed to the Economic Development Reserve.

Based on BMA 2021 data of $1.03 per square foot in tax revenue for a standard industrial building, the tax revenue for the proposed 5,000 square foot building is estimated at $5,150. It is important to note that, due to the significant increases in assessed values being experienced across the Province, a new industrial building, particularly those with smaller building footprints, could have a significantly higher assessed value (although the assessed value would still have to be in line with the existing industrial assessments in the area). Hence, the potential tax revenue will likely be significantly higher.

CORPORATE GOALS

How does this report support the corporate goals identified in the Community Strategic Plan?

☐ Lifestyle and amenities
☐ Customer service, communication and engagement
☒ Business attraction, retention and expansion
☐ Community growth
☐ Connectivity and transportation
☐ Not Applicable

Does this report relate to a specific strategic direction or project identified in the Community Strategic Plan? Please indicate section number and/or any priority projects identified in the plan.

Goal – Through community and regional partnerships, Tillsonburg will attract and retain a diverse range of businesses, creating employment opportunities for residents and a balanced tax base.

Strategic Direction – Ensure adequate supply of "shovel ready" land for business attraction and expansion.

Priority Project – *Ongoing Projects* - Increase diversity in manufacturing and other key sectors

ATTACHMENTS

Appendix A – Offer to Purchase – Metalfer Iron Designs Ltd

METALFER IRON DESIGNS LTD.

4 Antoine Str., Brampton, ON L7A 4J6

Tel. 416 578 2369

LETTER OF INTENT

THIS LETTER OF INTENT (the "Document") made as of this 13th day of October, 2022 (the "Execution Date").

BETWEEN:

METALFER IRON DESIGNS LTD.

(the "Purchaser")

-AND-

THE CORPORATION OF THE TOWN OF TILLSONBURG

(the "Seller")

BACKGROUND:

A. The Seller is the owner of industrial property that is available for sale.

B. The Purchaser wishes to purchase industrial property from the Seller.

This Document will establish the basic terms to be used in a future real estate contract for sale (the "Contract") between the Seller and the Purchaser. The terms contained in this Document are not comprehensive and it is expected that additional terms may be added, and existing terms may be changed or deleted. The basic terms are as follows:

Non-Binding

1. This Document does not create a binding agreement between the Purchaser and the Seller and will not be enforceable. Only the Contract, duly executed by the Purchaser and the Seller, will be enforceable. The terms and conditions of the Contract will supersede any terms and conditions contained in this Document. The Purchaser and the Seller are not prevented from entering into negotiations with third parties with regard to the subject matter of this Document.

Transaction Description

2. The property that is the subject of this Document is described in Schedule "A" (the "Property").

NK

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Purchase Price

3. The total purchase price for the Property is $69,000.00 (Sixty-nine Thousand) CAD.

4. The Purchaser will pay to the Seller the deposit amount of $6,900.00 (Six Thousand Nine Hundred) CAD (the "Deposit") upon acceptance of the Offer by the Vendor (the "Deposit Date").

5. The Purchaser will pay to the Seller the balance of the Purchase Price, subject to adjustments, on the 31st day of January, 2023 (the "Closing Date") as payment in full for the Property.

Description of the Purchaser's Products and Services

6 The Purchaser specializes in custom design, fabrication, and installation of wrought iron railings, automated gates, and other iron products for both residential and commercial customers.

Information on Proposed Development Plan and Timing

7. The Purchaser is acquiring the Property with the intent of land developing and building about of 5,000.00 sq ft of the commercial property. The estimated time of this project completion is up to 24 months.

Initial Building Sizes and Potential Future Expansions

8. An initial building size is about of 5,000.00 sq ft with a potential future expansion that may be up to 2,000.00 sq ft as needed.

Purchaser's Articles of Incorporation

9. The Purchaser's Articles of Incorporation detailing shareholder(s) annexed hereto as Schedule "B".

Estimated initial and potential future employment

10. The Purchaser intends to employ 3 employees and increase the employees' number up to 5 employees as needed.

Real Property Disclosure

11. The Seller does not know of any material facts that would affect the value of the Property, except those observable by the Purchaser or known to the Seller and stated in this Document.

NK

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Representations

12. The Seller represents and warrants that the Property is free and clear of any liens, charges, encumbrances or rights of third parties which will not be satisfied out of the sales proceeds. If the representations of the Seller are untrue upon the Closing Date, the Purchaser may terminate any future agreement without penalty.

This Document accurately reflects the understanding between the Seller and the Purchaser, signed on this 13th day of October, 2022

METALFER IRON DESIGNS LTD.

Per: _____

Name: Nachiket Kharad
Title: Director
I have authority to bind the Corporation.

THE CORPORATION OF THE TOWN OF TILLSONBURG (SELLER)

Per: _____

Name: Stephen Molnar
Title: Mayor

_____

Name: _____
Title: Clerk
We have authority to bind The Corporation of the Town of Tillsonburg.

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AGREEMENT OF PURCHASE AND SALE (the "Agreement" or "APS")

BETWEEN

THE CORPORATION OF THE TOWN OF TILLSONBURG

(the "Vendor")

-and-

METALFER IRON DESIGNS LTD.

(the "Purchaser")

WHEREAS the Vendor is the owner, in fee simple, of the lands and premises described in Schedule "A" (the "Property");

NOW THEREFORE IN CONSIDERATION of the mutual covenants and premises in this Agreement, the parties agree as follows:

SECTION I - GENERAL

1. The Purchaser agrees to purchase the Property and the Vendor agrees to sell the Property according to the terms of this Agreement.

2. In consideration of the agreement referred to in the preceding paragraph, the Purchaser shall pay to the Vendor a Price of $69,000.00 Dollars ($Sixty-nine Thousand).

3. The Purchase Price shall be paid as follows:

   (a) $6,900.00 (Six Thousand Nine Hundred) CAD deposit is payable by the Purchaser by certified cheque upon Acceptance of this Agreement, to be held on an interest free basis by the Vendor as a deposit pending completion of this transaction on account of the Purchase Price on completion, or if this Agreement is not completed through no fault of the Purchaser, the deposit shall be returned to the Purchaser; and

   (b) the balance of the Purchase Price, subject to adjustments, shall be paid to the Vendor on the Completion Date, by certified cheque or bank draft.

SECTION II - PURCHASE OF PROPERTY

4. Irrevocable Date

   (a) The parties agree and acknowledge that negotiation of this APS is not a valid and binding agreement until accepted by the Council of The Corporation of the Town of Tillsonburg. The Chief Administrative Officer of the Town of Tillsonburg, or his or her designate, shall negotiate the terms of this APS in good faith. However, the negotiation of the terms of this APS by the Chief Administrative Officer of the Town of Tillsonburg, or his or her designate, in no ways binds The Corporation of the Town of Tillsonburg until such time as this APS is authorized and approved by the Council of The Corporation of the Town of Tillsonburg.

   (b) Acceptance shall mean the date upon which the Mayor and Clerk of the Town of Tillsonburg, or such other persons as the Vendor may authorize from time to time, sign and execute this APS subsequent to the requirement that the Council of The Corporation of the Town of Tillsonburg has passed a resolution or by-law authorizing

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and approving the sale of the Property to the Purchaser pursuant to the terms of this APS.

(c) This APS shall be irrevocable and open for acceptance by the Vendor until 6:00 p.m. on the 16th day of December, 2022 ("Acceptance"), and when accepted shall constitute a binding contract of purchase and sale, otherwise the APS shall be null and void and all deposit monies paid shall be returned to the Purchaser without deduction.

5. Council Approval

(a) This transaction is subject to compliance with Section 270 of the *Municipal Act, 2001*, S.O. 2001, c. 25 as amended and the approval of the Council of The Corporation of the Town of Tillsonburg in its sole and absolute discretion by resolution or by-law. If Council approval is not obtained on or before the Completion Date, then this Agreement shall be null and void and any deposits paid by the Purchaser shall be returned to the Purchaser without interest or deduction.

6. Deed/Transfer

(a) The Vendor agrees to deed or transfer the Property to the Purchaser subject to the terms of this Agreement.

7. Completion Date

(a) The closing of this transaction shall take place on the 31th day of January, 2023 or such other date as mutually agreed upon (the "Completion Date") at which time possession of the Property in "as is, where is" condition shall be given to the Purchaser other than as provided in this APS. The Vendor acknowledges that it has the right and authority to sell the Property.

8. Documents, Reports and Information

(a) The Vendor will produce and deliver to the Purchaser within twenty-eight (28) days of Acceptance of the APS any documents, reports or information in its possession in respect to the Property. The Purchaser agrees to return all of the above documentation to the Vendor if this transaction is not completed.

SECTION III - CONDITIONS, REPRESENTATIONS AND WARRANTIES

9. Provision of Company Information and Development Plans

(a) The Purchaser shall provide the following information about its company and development plans for the property in the form of a Letter of Intent, on corporate letterhead, for review by the Vendor prior to entering into this Agreement with the Purchaser, setting out the following information:

(i) Purchasing company description and relationship to the operating company (if different);

(ii) Articles of Incorporation detailing shareholders;

(iii) Description of the products and services provided by the operating company;

(iv) Information on proposed development plan and timing;

(v) Initial building sizes and potential future expansions; and,

(vi) Estimated initial and potential future employment.

Should the Purchaser's plans change in any manner, the Purchaser shall provide an update to the Vendor, in writing, thirty (30) days prior to the scheduled closing date, or, if after the Completion Date, at least thirty (30) days prior to the one year anniversary of the Completion Date.

10. Property Not for Resale

(a) The Purchaser covenants that it is purchasing the Property for the construction of a building and not for the purpose of resale of vacant land.

Buyer's Initials NK Seller's Initials_____

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11. Development Covenants and Restrictions

(a) The Property shall be subject to the development covenants and restrictions more particularly set out in Schedule "D" attached to this APS, which shall survive the completion of this transaction and run with the Property. The development covenants and restrictions shall be registered on title by the Vendor. In the event that the said covenants and restrictions are not registered on title to the Property on or before closing, the Purchaser covenants and agrees to consent to the registration of the covenants and restrictions after closing.

12. Investigation by the Purchaser

(a) The Purchaser acknowledges having inspected the Property prior to executing the APS and understands that upon Acceptance by the Vendor, and subject to any conditions herein, there shall be a binding agreement of purchase and sale between the Purchaser and the Vendor. It shall be the Purchaser's responsibility to provide, at its own expense, any soil bearing capacity tests or environmental inspection, as may be required or desired, and the Vendor shall grant the Purchaser access for such testing or inspection at all reasonable times, on reasonable notice, for the purpose of conducting reasonable inspections.

13. Future Use

(a) The Vendor and the Purchaser agree that there is no condition, express or implied, representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful except as may be specifically stipulated elsewhere in this Agreement.

14. Reasonable Assistance

(a) The Vendor agrees to provide reasonable assistance and co-operation to the Purchaser in obtaining the necessary approvals for the development of the Property subject to the Purchaser's compliance with all relevant building codes, by-laws, land use controls, any other statutory requirements and payment of the fees provided for in the Town of Tillsonburg's current fees by-law.

15. "As Is" Condition

(a) The Purchaser acknowledges that it is acquiring the Property in an "as is" condition and that it must satisfy itself **by January 16, 2023** regarding the condition of the Property including, but not limited to, all existing physical conditions of this Property, environmental conditions, fitness for any purpose, suitability for construction, soil bearing capacity for any building proposed, and the availability of municipal services and utilities necessary for the Purchaser's proposed use of the Property. The Purchaser acknowledges that the Vendor shall not be responsible for any physical deficiencies of the Property or for any past, present or future environmental liabilities and hereby waives any claims against the Vendor in respect of any environmental liabilities on the Property. The Purchaser agrees to sign a release and indemnity in favour of the Vendor on or before closing with respect to matters set out in the preceding sentence. If the Purchaser is for any reason whatsoever dissatisfied with the Property, it shall deliver written notice to that effect to the Vendor by no later than the time specified herein, and this Agreement shall be terminated and the deposit shall be returned to the Purchaser without interest or deduction. If the Vendor is notified that the condition of the Property is not satisfactory, then the Purchaser shall, prior to receiving its deposit monies back and prior to being entitled to a full release from the Vendor with respect to this Agreement, restore the Property to its original condition as it existed prior to such testing or inspection by the Purchaser, at the Purchaser's sole expense. If the Purchaser fails to deliver written notice to the Vendor within the time specified herein regarding this condition, this condition shall be deemed to have been waived by the Purchaser.

SECTION IV - PRIOR TO COMPLETION DATE

16. Purchaser May Inspect the Property

(a) The Purchaser, its agents and contractors shall be permitted to inspect the Property and any buildings as frequently as is reasonably necessary between the date of Acceptance and the Completion Date at reasonable times and upon reasonable notice to the Vendor.

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17. Insurance

(a) Pending closing, the Vendor shall hold all insurance policies and the proceeds thereof in trust for the parties as their interest may appear and in the event of damage to the Property, unless such damage is caused by the Purchaser. The Purchaser may elect to either receive the proceeds of the insurance and complete the purchase or to cancel the APS and have all the deposit monies paid to the Vendor returned together with all interest earned thereon without deduction.

SECTION V - COMPLETING THE TRANSACTION

18. Examination of Title

(a) Title to the Property shall be good and marketable and free from all encumbrances except for any service easements or rights-of-way to be reserved in favour of the Vendor and for any easements or rights-of-way registered on title and any minor encroachments shown on the survey or Reference Plan delivered to the Purchaser. Any required easement shall be in the form set out in Schedule "C".

(b) The Purchaser is allowed **until two weeks prior to closing** to examine the title to the Property. If on or before this date the Purchaser furnishes the Vendor in writing with any valid objections: to the title; to any undisclosed outstanding work orders; to undisclosed non-compliance with the municipal by-laws or covenants and restrictions which run with the land and cannot be resolved before the Completion Date; as to any objection of which the Vendor shall be unable to remedy or correct by the Completion Date and which the Purchaser will not waive, then this APS shall, notwithstanding any intermediate acts or negotiations, be terminated and the deposit shall be returned to the Purchaser without deduction and the Vendor and the Purchaser shall not be liable for any costs, damages, compensation or expenses.

19. Survey or Reference Plan

(a) The parties acknowledge that a survey may be required and a Reference Plan may be registered on title and may be used to provide a registrable description of the Property and any easements.

20. Vendor to Discharge all Encumbrances

(a) The Vendor agrees to obtain and register at its own expense, on or before the Completion Date, a discharge of all liens, encumbrances, agreements and mortgages now registered against the Property and not assumed by the Purchaser. The Vendor further covenants and agrees to discharge, on or before the Completion Date, any and all liens, chattel mortgages, assignments or any other security interest given by the Vendor against its personal Property.

21. Harmonized Sales Tax

(a) If the sale of the Property is subject to Harmonized Sales Tax (HST) under the *Excise Tax Act*, R.S.C., 1985, c. E-15 (the "Act"), then such tax shall be in addition to Purchase Price. The Vendor shall provide the Purchaser with its HST Business Number. The Purchaser shall pay to the Vendor any HST imposed under the Act payable in connection with the transfer of the Property to the Purchaser, or as it may direct, unless the Purchaser or its nominee, or its assignee, provides:

(i) a certificate on or before the Completion Date containing a representation and warranty to the Vendor that:

(1) it is registered for the purpose of the HST on the Completion Date and specifying the HST registration number;

(2) it will self-assess the HST on its GST/HST return or file the prescribed form pursuant to subsection 228(4) of the Act in connection with the purchase of the Property;

(3) the Property transferred pursuant to this APS is being purchased by the Purchaser, or its nominee or assignee, as principal for its own account and is not being purchased by the Purchaser as agent, trustee or otherwise on behalf of or for another person, and does not constitute a supply of residential complex made to an individual for the purpose of paragraph 221 (2)(b) of the Act;

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(4) an indemnity, indemnifying and saving harmless the Vendor from any HST payable on this transaction and penalty and interest relating to HST; and

(5) a notarial true copy of its HST registration confirmation.

(b) If the Property is not subject to HST, the Vendor agrees to certify on or before the Completion Date that the transaction is not subject to HST.

22. Adjustments

(a) The Vendor agrees that all deposits, if any, held by the Vendor not including interest thereon shall be credited to the Purchaser in the Statement of Adjustments prepared for the Completion Date.

(b) Any rents, mortgage, interest, taxes, local improvements, water and assessment rates shall be apportioned and allowed to the Completion Date, the day itself to be apportioned to the Purchaser.

23. Deliveries by the Vendor To The Purchaser on Closing

(a) The Vendor covenants and agrees to deliver to the Purchaser on the Completion Date, all such deliveries to be a condition of the Purchaser's obligation to close this transaction, the following:

(i) a deed/transfer of the Property;

(ii) any survey or reference plan of the Property in the possession of the Vendor;

(iii) a Statutory Declaration by an authorized officer of the Vendor stating that accurateness and truthfulness of all of the representations and warranties;

(iv) a Statutory Declaration by an authorized officer of the Vendor as to possession of the Property in a form acceptable to the solicitors for the Purchaser;

(v) a Statutory Declaration by an authorized officer of the Vendor that it is not now, and upon completion will not be, a "non-resident person" within the meaning and for the purpose of Section 116 of the *Income Tax Act*, R.S.C., 1985, c. 1 (5th Supp.) as amended;

(vi) certified copies of all appropriate certificates, by-laws and other documents of Vendor authorizing the transaction herein; and

(vii) such further documentation and assurances as the Purchaser may reasonably require to complete the transaction contemplated by the APS.

24. Deed/Transfer

(a) The Deed or Transfer of the Property will be prepared at the expense of the Vendor in a form acceptable to the solicitors for the Purchaser and the Purchaser will pay all Land Transfer Tax, Harmonized Sales Tax and other costs in connection with the registration of it.

25. Electronic Registration

(a) The parties agree that the transaction shall be completed by electronic registration pursuant to Part III of the *Land Registration Reform Act*, R.S.O. 1990, c.L.4 as amended. The parties acknowledge and agree that the delivery and release of documents may, at the discretion of the lawyer: a) not occur contemporaneously with the registration of the transfer/deed and other registrable documentation, and b) be subject to conditions whereby the lawyer receiving documents and/or money will be required to hold them in trust and not release them except in accordance with the terms of a written agreement between the lawyers entered into in the form of the Document Registration Agreement adopted by the Joint LSUC-OBOA Committee on Elective Registration of Title Documents.

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SECTION VI - MISCELLANEOUS

26. Entire Agreement

(a) There is no representation, warranty, collateral agreement or condition affecting this Agreement of the Property other than expressed herein.

27. Acceptance by Fax or Email

(a) The Purchaser and Vendor acknowledge and agree that the communication of this Agreement of Purchase and Sale may be transmitted by way of facsimile or electronic mail, and that they agree to accept such signatures and documents to be legal and binding upon them.

28. Counterparts

(a) This Agreement may be signed in any number of counterparts, each of which is considered to be an original, and all of which are considered to be the same documents.

29. Tender

(a) Any tender of documents or moneys hereunder may be made upon the solicitor acting for the party upon whom tender is desired, and it shall be sufficient that a negotiable, certified cheque or bank draft may be tendered instead of cash.

30. Time of Essence

(a) Time shall be of the essence of this Agreement.

31. Planning Act

(a) This Agreement shall be effective only if the provisions of Section 50 of the *Planning Act*, R.S.O. 1990, c.P.13, as amended are complied with.

32. Notices

(a) All notices in this Agreement shall be in writing and shall be deemed to have been given if delivered by hand or mailed by ordinary mail, postage prepaid, addressed to the solicitor for the person to whom such notice is intended to be given at the following addressed:

Solicitors for the Vendor:

Duncan, Linton LLP
ATTENTION: Adrian Rosu
45 Erb Street West
Waterloo, ON N2J 4B5
Fax: (519) 886-8651

with a copy delivered to:

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

Solicitors for the Purchaser:

Joseph N. Solomon, Barrister & Solicitor
425 University Ave., Suite 600
Toronto, ON M5G 1T6
Fax: (416) 340-0064

If mailed, such notices must also be given by facsimile transmission on the date it was so mailed. If so given, such notices shall be deemed to have been received on the first business day following the date it was delivered or marked mailed out.

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33. Schedules

(a) The following Schedules shall form an integral part of this Agreement:

(i) Schedule "A" Description of the Property;

(ii) Schedule "B" Purchaser Conditions;

(iii) Schedule C" Easement; and,

(iv) Schedule "D" Development Covenants.

34. Successors and Assigns

(a) The Purchaser shall not assign its rights, title, or interest in and to this APS. Notwithstanding the foregoing, and subject to Section 10 of this APS, the Purchaser may assign its rights, title, or interest in and to this APS to a related person (as that term is defined in Section 251(2) of the Income Tax Act, R.S.C., 1985, c. 1) upon the Vendor's written consent, which consent may be granted or withheld at the Vendor's sole option. Subject to the foregoing restrictions, the Vendor agrees to engross the Transfer/Deed of Land as directed by the Purchase on the completion Date as the Purchaser may elect, and the Vendor agrees to complete the transaction contemplated by this APS on the Completion Date with such assignee or nominee. The Purchaser is released from all liability hereunder, if it assigns its interest in this APS. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

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35. Severability

(a) If any provision of this Agreement, or the application thereof to any circumstances, shall be held to be invalid or unenforceable, then the remaining provisions of this Agreement, or the application thereof to other circumstances, shall not be affected, and shall be valid and enforceable.

IN WITNESS WHEREOF the Purchaser has executed this Agreement:

Dated at Toronto, Ontario this 12th day of October, 2022.

METALFER IRON DESIGNS LTD.

Per: _____

Name: Nachiket Kharad
Title: Director
I have authority to bind the Corporation.

The Vendor hereby accepts this Agreement according to its terms.

Dated at Tillsonburg, Ontario this _____ day of _____, 2022.

IN WITNESS WHEREOF the Vendor has executed this Agreement:

The Corporation of the Town of Tillsonburg

_____
Stephen Molnar
Mayor

_____
Clerk
We have authority to bind The Corporation of the Town of Tillsonburg.

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SCHEDULE "A" - LEGAL DESCRIPTION OF THE PROPERTY

ALL AND SINGULAR that certain parcel or tract of land and premises situated, lying and being in the Town of Tillsonburg in the County of Oxford, being compromised of an **Unopened Right-of-Way, described as a Road Allowance Between Concession 3 and 4, North of Talbot Road, Middleton East of Bell Mill Sideroad and West of Portion 25 on 431429.** The estimated area of the Property is 0.5 acres, more or less and to be described by a new reference plan.

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SCHEDULE "B" – PURCHASER CONDITIONS

1. The transaction of purchase and sale contemplated herein shall be subject to the fulfillment of the following terms and conditions on or before _____, which terms and conditions are for the exclusive benefit of the Purchaser and may be waived in whole or in part by the Purchaser. If the conditions are not fulfilled or waived then the deposit shall be returned and Agreement arising from the offer shall be at an end and all parties released from their obligations:

   (a) --

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Seller's Initials _____

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SCHEDULE "C" - EASEMENT

TERMS AND PROVISIONS OF THE EASEMENT:

1. The Owner hereby grants, conveys and confirms to The Corporation of the Town of Tillsonburg (the "Town"), its successors and assigns, in perpetuity, the free, uninterrupted and undisturbed right and easement to enter upon the lands herein described at any time for the purposes of constructing, installing and maintaining all municipal services of any kind (including water distribution pipes and sanitary and storm sewers) in, under, over and upon the said lands, and with the further and continuing right to the Town, its successors and assigns, and its servants, agents and workers to enter upon the lands at any time to construct, repair, correct, operate, replace and maintain at all times in good condition and repair the municipal services and for every such purpose the Town shall have access to the said lands at all times by its agents, servants, employees and workers.

2. The Town covenants and agrees that, upon completion of any work undertaken hereunder, the Town will restore the areas of land upon which it has performed work to the same condition as that in which the lands were found prior to the commencement of the work.

3. The Owner covenants with the Town to keep the lands herein described free and clear of any trees, buildings, structures or other obstructions which may limit the use, operation, repair, replacement or maintenance of the easement and to use the lands herein described only in a manner and for purposes not inconsistent with the exercise of the rights created by this indenture and without limiting the generality of the foregoing, only as a yard, lawn, garden, flowerbed, roadway, driveway or parking area and the Owner agrees not to do or suffer to be done anything which might injure any of the works of the Town hereon.

The term "building" as set out herein shall specifically include any window sills, chimney breasts, comices, eaves or other architectural features projecting from the first floor of the building but shall not include window sills, chimney breasts, cornices, eaves or other architectural features projecting from the second floor of the building by less than two (2) feet and such second floor projections shall be specifically authorized and allowed to encroach upon the lands herein described.

4. The Town, by the acceptance and registration of the within easement, agrees to be bound by the terms and provisions contained herein.

5. The burden and benefit of this easement shall run with the lands herein described and shall extend to and be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

6. This is an easement in gross.

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SCHEDULE "D"
DEVELOPMENT COVENANTS

1. Title Control

(a) The owner or owners of the property (the "Owner") upon which these development covenants attach (the "Property") covenants and agrees that it may not use the Property for its intended use and may not retain ownership of the Property unless the Owner has constructed a building for such use including obtaining a building permit for a permanent building with a minimum building coverage of twenty percent (20%) of the total area of the Property. The Owner further covenants and agrees to commence construction of a permanent building on the Property which complies with the permitted uses of the Property's zoning within one (1) year of the date the Owner took title to the Property being the date of registration of transfer (the "Completion Date") and to substantially complete the construction of the said building in conformity with an approved site plan within two (2) years from the Completion Date of this transaction.

(b) In the event that the Owner has not obtained a building permit in accordance with the provisions of subclause 1.a) above, the Owner may request from The Corporation of the Town of Tillsonburg (the "Town of Tillsonburg"), in writing, an extension of the time specified in subclause 1.a) above up to a maximum extension period of six (6) months, (such extension, the "Extended Time") upon payment by the Owner to the Town of Tillsonburg of a performance deposit equal to ten (10%) percent of the purchase price of the Property (the "Performance Deposit"). The Performance Deposit shall be refunded to the Owner, without interest, upon the Owner's compliance with and completion of the provisions of subclause 1.a) above within the Extended Time. In the event that the Owner fails to complete construction within the Extended Time, then the Town of Tillsonburg shall, in addition to its other rights and remedies as set out herein or otherwise, be entitled to retain the Performance Deposit as liquidated damages and not as a penalty, in partial or full satisfaction of the Town of Tillsonburg's damages.

(c) If the Owner does not comply with the provisions of subclause 1.a) above within the periods therein specifically set out or within the Extended Time, the Owner, will, at the option of the Town of Tillsonburg by notice in writing to the Owner, re-convey good title to the Property to the Town of Tillsonburg, free and clear of all encumbrances, in consideration for payment by the Town of Tillsonburg to the Owner of 90% of the purchase price paid by the Owner to the Town of Tillsonburg for the conveyance of the Property in the first instance (the "Discounted Consideration"). The re-conveyance shall be completed within sixty (60) days of the notice set out in this subclause. The Town of Tillsonburg shall be allowed to deduct from the Discounted Consideration all of its reasonable costs, realty commission and legal fees incurred with respect to the original conveyance of the Property by the Town of Tillsonburg to the Owner, as well as the costs of the Town of Tillsonburg in re-acquiring the Property, including without limitation, realty commission, registration costs, land transfer tax, legal fees and such other costs as reasonably incurred by the Town of Tillsonburg. The Town of Tillsonburg shall not be required to pay for any improvements that may have been made, constructed, installed or performed by the Owner on the Property.

(d) Subject to subclause 1.c) above, the Owner covenants that it will not sell the Property or any part thereof to any person, firm or corporation without first offering, in writing, to sell the Property to the Town of Tillsonburg for consideration equal to or less than the consideration paid by the Owner to the Town of Tillsonburg in the original conveyance of the Property less the costs of the Town of Tillsonburg incurred in re-acquiring the Property, including without limitation, real estate commission, land transfer tax, registration costs, legal fees and such other costs as reasonably incurred by the Town of Tillsonburg, provided however that the Owner may sell or transfer the Property to a subsidiary or affiliate corporation as defined in the *Business Corporations Act*, R.S.O. 1990, c.B.16 as amended, provided such subsidiary assumes and confirms its acceptance of the within covenants and restrictions and expressly undertakes in writing to comply with them in such form as the Town of Tillsonburg may require. The Town of Tillsonburg shall have ninety (90) days from the receipt of an offer made by the Owner under this subclause, to accept such offer which acceptance shall be in writing. If the Town of Tillsonburg does not accept an offer to sell made by the Owner under the provisions of this subclause, the Town of Tillsonburg's right to repurchase the Property so offered shall terminate. However, the remaining provisions of this clause 1 as well as other provisions herein shall continue in full force and effect. The limitation contained in this subclause, will expire upon the Owner fulfilling all of the building requirements as set out in subclause 1.a) and 1.b) above.

2. Town of Tillsonburg Option on Vacant Portion of Land

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(a) The Town of Tillsonburg shall have the option to repurchase such vacant portion of the Property not used by the Owner for the construction building(s) thereon provided such land is not reasonably ancillary to the Owner's use and occupation of the said building.

(b) This option shall only be exercisable if the Owner has not constructed permanent buildings with a minimum building coverage of thirty percent (30%) of the total area of the Property. twenty (20%)

(c) The option shall be exercisable by the Town of Tillsonburg for consideration equal to the per square foot consideration paid by the Owner to the Town of Tillsonburg in the original conveyance of the Property. Any costs incurred by the Town of Tillsonburg in re-acquiring the subject portion of the Property, including without limitation, real estate commission, land transfer tax, registration costs, legal fees and such other costs shall be at the cost of the Town of Tillsonburg.

(d) This option expires ten (10) years from the Completion Date.

3. Development Standards

(a) The Owner shall not construct and maintain a building unless the exterior of the wall or walls of any building or structure facing any municipal street is constructed of a minimum sixty (60) percent brick, precast stone, glass, pre-cast concrete or alternative non-steel materials and subject to approval by the Town of Tillsonburg, in their sole and absolute discretion, acting reasonably, through the Town's Site Plan Approval process.

(b) The Owner shall not use the Property unless any portion of any area of the Property to be used for open storage shall not be left so that any area is unenclosed, and any such areas shall be enclosed and designed so that the storage area is not visible from any municipal street. No storage shall be permitted within any set back area as set out in the Town of Tillsonburg Zoning By-Law, nor in front of any building or structure facing any municipal roadway.

(c) The Owner hereby acknowledges that it is aware that the Property is designated as within a site plan control area. The Owner shall not commence any construction or use the Property until site plan approval has been obtained. The external building materials used on any building to be constructed on the Property must be approved in writing in advance by the Town of Tillsonburg as part of such site plan control approval process.

4. Assignment of Covenants

(a) The Owner acknowledges and agrees that the covenants and restrictions herein shall run with the title to the Property. The Owner, for itself, its successors, heirs, and assigns in title from time to time of all or any part or parts of the Property will observe and comply with the stipulations, restrictions, and provisions herein set forth (the "Restrictions"), and covenants that nothing shall be erected, fixed, placed or done upon the Property or any part thereof in breach or in violation or contrary to the Restrictions or the provisions of the agreement of purchase and sale between the Owner and the Town of Tillsonburg and that the Owner will require every subsequent purchaser or every successor in title to assume and acknowledge the binding effect of this document, as well as, covenant to observe and comply with the Restrictions and other covenants herein, and the surviving provisions of this Agreement of Purchase and Sale.

5. Force Majeure

(a) If the Owner shall be unable to fulfill, or shall be delayed or restricted in fulfilling any of the obligations set out herein due to any act or neglect of the Town of Tillsonburg or any of its employees, or due to strikes, walkouts, lockouts, fire, unusual delay by common carriers, or by any other cause beyond the Owner's reasonable control, then the time for fulfilling any such obligations shall be extended for such reasonable time as may be required by the Owner to fulfill such obligation.

6. Right to Waive

(a) Notwithstanding anything herein contained, the Town of Tillsonburg and its successors shall have the power by instrument or instruments in writing from time to time to waive, alter or modify the herein covenants and restrictions with respect to their application to any part of the Property without notice to or approval from the Owner or notice to or approval from the owners of any other adjacent or nearby lands.

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Subject: Property Tax Arrears
Report Number: FIN 22-29
Department: Finance Department
Submitted by: Ted Lyons, Revenue Manager
Meeting Type: Council Meeting
Meeting Date: Monday, December 12, 2022

RECOMMENDATION

THAT Council receives report FIN 22-29 - Property Tax Arrears as information.

BACKGROUND

The Town is responsible for the collection of approximately $31.5M annually through property tax receivables. This includes property tax levies for the Town, County, School Boards & BIA.

Finance staff conduct an annual review of property tax arrears to identify properties that are set to become eligible for tax sale procedures and to recognize properties with potential collection issues.

Sec. 373(1) of the Municipal Act, 2001, c.25, authorizes a municipality to initiate tax sale procedures once a property has at least 2 years of property tax arrears. Prior to 2017, a property was required to have at least 3 years of property tax arrears to become eligible for tax sale procedures.

The Town continues to use the 3 year threshold, which is common practice amongst other municipalities. Tax sale procedures are used as a last resort and staff first attempt to work with property owners to provide information, facilitate payment plans and better understand the circumstances behind the arrears, before moving ahead with tax sale procedures.

Past due notices are issued quarterly, after each property tax installment due date, to all property owners in arrears. Including the interim and final property tax bills, a property owner in arrears will receive six notices throughout the year outlining their past due balance.

DISCUSSION

Realtax Recovery Specialists assist the Town with tax sale procedures and 100% of their fees charged are recoverable against the property tax account, as long as there is a successful tax sale. If there are no successful bids submitted at the tax sale, the Town has 2 years to decide if they want to take ownership of the property. Tax sale fees are charged on a progressive basis and can be in excess of $2,500.

Of the 13 properties with arrears from 2019 or prior that are eligible for tax sale, staff have submitted 5 property files to Realtax to commence tax sale procedures. Realtax is preparing the necessary title searches and documentation needed to proceed with the registration of Tax Arrears Certificates. Once a Tax Arrears Certificate is registered on title, the property owner(s) will have one calendar year to pay the full amount owing before the property becomes eligible for tax sale. Of the remaining 8 properties eligible for tax sale, payment arrangements have been made to get caught up and staff are monitoring those accounts to ensure the owners keep to the arrangements.

Notice will be sent to property owners with 2020 arrears in January 2023, advising of pending tax sale procedures. That notice will outline the minimum payment required to avoid tax sale procedures and will encourage the property owner to contact the Tax Department to make payment arrangements if needed.

The Ministry of Municipal Affairs and Housing reviews each municipality's financial health through the use of key financial indicators in relation to established provincial thresholds. A Financial Indicator Review is returned in response to the Town's annual filing of the Financial Information Return (FIR). A key sustainability indicator in this report compares outstanding taxes receivable as a percentage of total taxes levied and categorizes the risk level as low, medium or high. The Town's tax receivables continue to be categorized as low risk and staff anticipate a further reduction in property tax receivables before year-end.

CONSULTATION

This report has been completed in consultation with the Interim Director of Finance / Treasurer & Realtax Recovery Specialists.

FINANCIAL IMPACT/FUNDING SOURCE

The below chart outlines the Town's outstanding property tax receivables by year.

	2022	2021	2020	2019	<= 2018	Total
Taxes	$1,005,071	186,695	$96,665	$37,136	$27,264	$1,352,830
Interest	$46,081	$36,871	$31,770	$10,574	$20,360	$145,655
Total	**$1,051,152**	**223,566**	**$128,435**	**$47,710**	**$47,624**	**$1,498,485**

FIN 22-29 – Property Tax Arrears

The below chart outlines the number of property tax accounts in arrears by year.

	2022	2021	2020	2019	<= 2018	Total
Taxes	638	85	24	4	9	760

As the Town ultimately recovers all the costs incurred for the tax sale proceedings from the proceeds of a tax sale, there is no net impact to the Town's financials (unless the property is not sold and becomes vested with the Town).

CORPORATE GOALS

How does this report support the corporate goals identified in the Community Strategic Plan?

☐ Lifestyle and amenities
☒ Customer service, communication and engagement
☐ Business attraction, retention and expansion
☐ Community growth
☐ Connectivity and transportation
☐ Not Applicable

Does this report relate to a specific strategic direction or project identified in the Community Strategic Plan? Please indicate section number and/or any priority projects identified in the plan.

Goal – The Town of Tillsonburg will strive for excellence and accountability in government, providing effective and efficient service, information, and opportunities to shape municipal initiatives.

Strategic Direction – N/A

Priority Project – *Short Term* – Financial Sustainability Plan

ATTACHMENTS

N/A

Subject: 2023 Rates and Fees
Report Number: FIN 22-30
Department: Finance Department
Submitted by: Renato Pullia, Interim Director of Finance / Treasurer
Meeting Type: Council Meeting
Meeting Date: Monday, December 12, 2022

RECOMMENDATION

THAT Council receives report FIN 22-30 2023 Rates and Fees;

AND THAT a By-Law to provide a schedule of fees for certain municipal applications, services, and permits be brought forward for Council consideration.

BACKGROUND

At its November 21, 2022 meeting, Council passed the following resolution:

> **Resolution # 2022-393**
>
> **Moved By:** Councillor Parker
> **Seconded By:** Councillor Rosehart
>
> THAT Report FIN 22-28 2023 Rates and Fees be deferred until staff bring back an updated Schedule.
>
> **Carried**

Staff have reviewed the schedule of rates and fees, and present the revised schedule for Council consideration. A notes column has been added, to reference a legislation or a contract that may have some control over the fees. For example, the animal euthanasia and disposal fee is controlled by an Animal Control contract. In cases where our staff are also involved, new fees for staff time have been added.

Sec. 391(1) of the Municipal Act, 2001, c.25, authorizes a municipality to impose fees or charges on persons,

(a) for services or activities provided or done by or on behalf of it;

(b) for costs payable by it for services or activities provided or done by or on behalf of any other municipality or any local board; and
(c) for the use of its property including property under its control. 2006, c. 32, Sched. A, s. 163 (1).

Sec. 391(2) allows that a fee or charge imposed for capital costs related to services or activities may be imposed on persons not receiving an immediate benefit from the services or activities but who will receive a benefit at some later point in time.

Sec. 391(3) also allows that the costs included in a fee or charge may include costs incurred by the municipality or local board related to administration, enforcement and the establishment, acquisition and replacement of capital assets.

DISCUSSION

Annually, staff reviews the rates and fees to ensure fees reflect current costs to deliver the service.

As well, in addition to identifying fees that should increase due to inflationary pressures, management also reviewed opportunities where fees could be expanded to diversity the Town's revenue mix, a process that will continue as part of developing a financial sustainability plan.

This report is brought forth at this meeting to coincide with the annual budget process, to align with the timing of the same updated County by-law, and allow time to adjust our systems prior to implementation.

The proposed changes to all fees, including new fees, are identified by reviewing the percentage (%) change column. The non-controlled Town fees are shown as information for the public and Council.

It is ideal that this revised fee structure be approved and take effect as of January 1, 2023. Staff is seeking Council's approval of all fees and charges listed in the column entitled "Proposed 2023 Fee".

CONSULTATION

All departments have been asked to review the fees and charges associated with the services they provide for reasonableness and to consider any new services that may warrant a user fee or charge.

FINANCIAL IMPACT/FUNDING SOURCE

The 2023 proposed Rates & Fees, where the amount of additional revenue could be forecasted, have been incorporated into the draft 2023 budget. For example, new fees

in Finance (posted to Customer Service) is estimated to generate an additional $65K. The risk of not adopting the amended fees and charges would be a loss in revenue expected for cost recovery from direct users that would otherwise become part of the general tax levy.

CORPORATE GOALS

How does this report support the corporate goals identified in the Community Strategic Plan?

☐ Lifestyle and amenities
☒ Customer service, communication and engagement
☐ Business attraction, retention and expansion
☐ Community growth
☐ Connectivity and transportation
☐ Not Applicable

Does this report relate to a specific strategic direction or project identified in the Community Strategic Plan? Please indicate section number and/or any priority projects identified in the plan.

Goal – The Town of Tillsonburg will strive for excellence and accountability in government, providing effective and efficient service, information, and opportunities to shape municipal initiatives.

Strategic Direction – N/A

Priority Project – *Short Term* – Financial Sustainability Plan

ATTACHMENTS

Appendix A – “Schedule A” 2023 Rates and Fees

Town of Tillsonburg
Rates and Fees
By-law 2022-087,
Schedule A Index

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Building-Bylaw-Planning

Item	2022 Fee	Proposed 2023 Fee	% Change	Tax	Notes
Animal Control					
Boarding Fee Cat	25.00	25.00	0%	HST	As per Animal Control Contract
Boarding Fee Dog	25.00	25.00	0%	HST	As per Animal Control Contract
Call out fee for service	110.00	115.00	5%	HST	As per Animal Control Contract
Dog License Renewal- spayed or neutered before Feb 28 (discounted)	17.00	20.00	18%	Exempt	Schedule V Part VI (ETA)- Exempt AMEND MARCH 31st TO FEBRUARY 28th
Dog License Renewal - spayed neutered after Feb 28	37.00	42.00	14%	Exempt	Schedule V Part VI (ETA)- Exempt ($5.00 towards dog park and balance to recover staff cost to follow-up outstanding accounts and to administer)
Dog License Renewal - intact - before Feb 28 (discounted)	22.00	25.00	14%	Exempt	Schedule V Part VI (ETA)- Exempt
Dog License Renewal - intact - after Feb 28	42.00	47.00	12%	Exempt	Schedule V Part VI (ETA)- Exempt ($5.00 towards dog park and balance to recover staff cost to follow-up outstanding accounts and to administer)
New Dog licence - spayed or neutered	20.00	23.00	15%	Exempt	Schedule V Part VI (ETA)- Exempt
New Dog licence - intact	25.00	28.00	12%	Exempt	Schedule V Part VI (ETA)- Exempt
Cat License Renewal - (Licenses no longer offered)	27.00	-	-100%	Exempt	Schedule V Part VI (ETA)- Exempt
Dog license - replacement	6.00	7.00	17%	Exempt	Schedule V Part VI (ETA)- Exempt
Euthanasia and Disposal - Cat	60.00	60.00	0%	HST	As per Animal Control Contract
Euthanasia and Disposal - Dog	80.00	80.00	0%	HST	As per Animal Control Contract
Live Trap Placement	115.00	115.00	0%	HST	As per Animal Control Contract
Muzzle Order Appeal	220.00	250.00	14%	Exempt	
By-law Enforcement					
Invoice admin processing fee	270.00	300.00	11%	HST	
Issue Order	175.00	200.00	14%	Exempt	Schedule V Part VI (ETA)- Exempt
By-law Enforcement Officer hourly rate (one hour min)	-	46.00	NEW	Exempt	
By-Law Enforcement Supervisor hourly rate (one hour minimum)	-	55.00	NEW	Exempt	
Execute Search Warrant	-	500.00	NEW	Exempt	
Locksmith Service	-	Cost + 15%	NEW	HST	
Re-issuance of Permit/License/Document	50.00	55.00	10%	Exempt	Schedule V Part VI (ETA)- Exempt
Fortification By-Law Exemption Application - single family dwelling or not-for-	150.00	155.00	3%	Exempt	
Fortification By-Law Exemption Application - Multi-Residential, Commercial,	400.00	410.00	3%	Exempt	
Property Standards - Issuance of Certificate of Compliance (Residential - per	100.00	105.00	5%	HST	
Property Standards - Issuance of Certificate of Compliance (Commercial - per	100.00	105.00	5%	HST	
Property Standards - Issuance of Certificate of Compliance	$25 per 92.9	$25 per 92.9	0%	HST	
Property Standards - Issuance of Certificate of Compliance (vacant and/or	100.00	105.00	5%	HST	
Property Standards Appeal	380.00	400.00	5%	Exempt	
Superior Court Judge - Appeal Property Standards Decision	380.00	400.00	5%	Exempt	
Noise By-Law Exemption Permit - Minor	250.00	375.00	50%	Exempt	
Noise By-law Exemption Permit - Major	375.00	375.00	0%	Exempt	
Building - Fees					
Building - photocopies - larger than ledger	3.00	3.00	0%	HST	
Building Certificate	55.00	55.00	0%	Exempt	Schedule V Part VI (ETA)- Exempt
Building Certificate - urgent request - less than 5 business days	75.00	75.00	0%	Exempt	Schedule V Part VI (ETA)- Exempt
Permit fees - amend existing permit	60.00	60.00	0%	Exempt	
Permit Review Fee (per hour) - major amendment to existing permit	51.00	60.00	18%	HST	Per hour fee to review major changes to existing permit(s) in accordance with By-Law 3198
Chief Building Official hourly rate (one half hour minimum)	-	80.00	NEW	Exempt	
Deputy Chief Building Official hourly rate (one half hour minimum)	-	62.00	NEW	Exempt	
Building Inspector (one hour minimum)	-	55.00	NEW	Exempt	
Building Enforcement Supervisor (one hour minimum)	-	55.00	NEW	Exempt	
Building - Fees					

Building-Bylaw-Planning

Item	2022 Fee	Proposed 2023 Fee	% Change	Tax	Notes
Residential – New Low Density - Single Detached & Townhouses	Minimum permit fee $2,500.00 OR $133.00 Flat Rate + $9.00 per each additional $1000.00 in value of construction - whichever is greater - plumbing permit fees included	Minimum permit fee $2,500.00, Maximum permit fee $5,000.00 OR $140.00 Flat Rate + $9.00 per each additional $1000.00 in value of construction - whichever is greater - plumbing permit fees included	2%	Exempt	Schedule V Part VI (ETA)- Exempt. **Added max. permit fee $5K due to increase in value of construction, plus changed Flat rate to $140**
Residential – Mobile Homes, Low Density, Medium Density, Additions, Alterations, etc.	$133.00 Flat Rate + $9.00 per each additional $1000.00 in value of construction. - plumbing permit fees included	$140.00 Flat Rate + $9.00 per each additional $1000.00 in value of construction. - plumbing permit fees included	2%	Exempt	Schedule V Part VI (ETA)- Exempt
ICI & High Density Residential – New	$133.00 Flat Rate + $5.00 per each additional $1000.00 in value of construction. - plumbing permit fees included	$140.00 Flat Rate + $5.00 per each additional $1000.00 in value of construction. - plumbing permit fees included	2%	Exempt	Schedule V Part VI (ETA)- Exempt
ICI & High Density Residential Major Alterations/Renovations/Additions (> 100,000)	$1,000.00 Flat Rate + $8.00 per each additional $1000.00 in value of construction. - plumbing permit fees included	$1,000.00 Flat Rate + $8.00 per each additional $1000.00 in value of construction. - plumbing permit fees included	0%	Exempt	Schedule V Part VI (ETA)- Exempt
ICI & High Density Residential Minor Alteration/Renovations/Additions ($100,000 or less)	$265.00 Flat Rate + $8.00 per each additional $1000.00 in value of construction. - plumbing permit fees included	$275.00 Flat Rate + $8.00 per each additional $1000.00 in value of construction. - plumbing permit fees included	4%	Exempt	Schedule V Part VI (ETA)- Exempt
Decks, Sheds, Accessory Buildings, Pools, etc.	$133.00 Flat Rate + $10.00 per each additional $1000.00 in value of construction.	$140.00 Flat Rate + $10.00 per each additional $1000.00 in value of construction.	5%	Exempt	Schedule V Part VI (ETA)- Exempt
Part 9 Residential Demolition	133.00	140.00	5%	Exempt	Schedule V Part VI (ETA)- Exempt
Demolition – all others	530.00	550.00	4%	Exempt	Schedule V Part VI (ETA)- Exempt
Water Connection, Sewer Connection or repair	133.00	140.00	5%	Exempt	Schedule V Part VI (ETA)- Exempt
Change of Use Permit (no construction)	265.00	270.00	2%	Exempt	Schedule V Part VI (ETA)- Exempt
Conditional Permit Agreement	265.00	270.00	2%	Exempt	Schedule V Part VI (ETA)- Exempt
Alternative Solution Review (Fee + Cost of Peer Review)	530.00	540.00	2%	Exempt	Schedule V Part VI (ETA)- Exempt
Occupant Load Inspection Analysis & Report (per hr, one hr minimum)	80.00	90.00	13%	Exempt	Schedule V Part VI (ETA)- Exempt
AGCO Agency Approval	80.00	90.00	13%	Exempt	Schedule V Part VI (ETA)- Exempt
Re-inspection	80.00	90.00	13%	Exempt	Schedule V Part VI (ETA)- Exempt
Issue Order	175.00	200.00	14%	Exempt	Schedule V Part VI (ETA)- Exempt
Transfer Permit	107.00	125.00	17%	Exempt	Schedule V Part VI (ETA)- Exempt
Construction w/o Permit	Double the initial permit rate	Double the initial permit rate	0%	Exempt	Schedule V Part VI (ETA)- Exempt
Signs					
Permit fees - signs - permanent	a) $100.00 first $1,000.00 of estimated value of construction plus b) $7.00 per each additional $1,000.00 or part there of	a) $100.00 first $1,000.00 of estimated value of construction plus b) $7.00 per each additional $1,000.00 or part there of	Increase per/$1000 rate	Exempt	Schedule V Part VI (ETA)- Exempt
Permit fees - signs - mobile	30.00	35.00	17%	Exempt	Schedule V Part VI (ETA)- Exempt
Permit fees - sign - construction/placement without a permit	double initial permit	double initial permit	0%	Exempt	Schedule V Part VI (ETA)- Exempt

Building-Bylaw-Planning

Item	2022 Fee	Proposed 2023 Fee	% Change	Tax	Notes
Sign Variance - Minor Variance - Director Approval	280.00	300.00	7%	Exempt	Schedule V Part VI (ETA)- Exempt
Sign Variance - Major Variance - Council Approval	420.00	450.00	12%	Exempt	Schedule V Part VI (ETA)- Exempt
Sign Variance - Appeal Application	280.00	300.00	7%	Exempt	Schedule V Part VI (ETA)- Exempt
Sign Variance - after the fact	1.5 the initial application rate	1.5 the initial application rate	0%	Exempt	
Sign Removal - General	125.00/sign	125.00/sign	0%	HST	
Sign Removal - Mobile Sign	290.00	325.00	12%	HST	
Sign Removal - Posters	25.00/ea + cost to repair any damage to public property	25.00/ea + cost to repair any damage to public property	0%	HST	
Sign Removal - Temporary Signs	25.00/ea	25.00/ea	0%	HST	
Sign Removal - A-Frame/Sandwich Board/Sidewalk Signs	100/ea	100/ea	0%	HST	
Sign Removal - Banner Sign	250.00/ea	250.00/ea	0%	HST	
Permit fees - temporary buildings	2,000.00	2,000.00	0%	Exempt	Schedule V Part VI (ETA)- Exempt
Permit fees - transfer of permit	56.00	65.00	16%	Exempt	Schedule V Part VI (ETA)- Exempt
Building Licences					
Taxi Cab Driver's Licence	35.00	35.00	0%	Exempt	Schedule V Part VI (ETA)- Exempt (As proposed in 2016 Taxi By-Law report.)
Taxi Cab Owner Stand	125.00	125.00	0%	Exempt	Schedule V Part VI (ETA)- Exempt
Taxi Cab Owner Licence	50.00	50.00	0%	Exempt	Schedule V Part VI (ETA)- Exempt (as per proposed by-law 4051) As proposed in 2016 Taxi By-Law report.
Taxi Cab Vehicle Licence	65.00	65.00	0%	Exempt	Schedule V Part VI (ETA)- Exempt (as per proposed by-law 4051) As proposed in 2016 Taxi By-Law report.
Group Transportation Owner Licence	50.00	50.00	0%	Exempt	Schedule V Part VI (ETA)- Exempt (as per proposed by-law 4051) As proposed in 2016 Taxi By-Law report.
Group Transportation Drivers Licence	35.00	35.00	0%	Exempt	Schedule V Part VI (ETA)- Exempt (as per proposed by-law 4051) As proposed in 2016 Taxi By-Law report.
Group Transportation Vehicle Licence	75.00	75.00	0%	Exempt	Schedule V Part VI (ETA)- Exempt (as per proposed by-law 4051) As proposed in 2016 Taxi By-Law report.
Group Transportation Vehicle Licence Renewal	50.00	50.00	0%	Exempt	Schedule V Part VI (ETA)- Exempt (as per proposed by-law 4051) As proposed in 2016 Taxi By-Law report.
Limousine Driver's Licence	65.00	65.00	0%	Exempt	Schedule V Part VI (ETA)- Exempt (as per proposed by-law 4051) As proposed in 2016 Taxi By-Law report.
Limousine Owner Licence	70.00	70.00	0%	Exempt	Schedule V Part VI (ETA)- Exempt (as per proposed by-law 4051) As proposed in 2016 Taxi By-Law report.
Limousine Vehicle Licence	72.00	72.00	0%	Exempt	Schedule V Part VI (ETA)- Exempt (annual fee - as per proposed by-law 4051)
Kennel - new	100.00	100.00	0%	Exempt	Schedule V Part VI (ETA)- Exempt
Kennel - renewal	100.00	100.00	0%	Exempt	Schedule V Part VI (ETA)- Exempt
Planning & Development					
Cash-in-lieu of parkland (low density residential consents)	4,000.00	8,000.00	100%	Exempt	Up to 5% of lot value for residential & 2.5% for commercial - increase due to land value increase based on 160k lot.
Planning Application - Minor Variance	1,100.00	1,250.00	14%	Exempt	
Planning Application - Minor Variance - after the fact	2,200.00	2,500.00	14%	Exempt	
Planning Application - Site Plan - Minor	575.00	650.00	13%	Exempt	
Planning Application - Site Plan - Minor - after construction	1,150.00	1,300.00	13%	Exempt	
Planning Application - Site Plan - Major	1,400.00	1,600.00	14%	Exempt	
Planning Application - Site Plan - Major - after construction	2,800.00	3,200.00	14%	Exempt	
Planning Application - Site Plan - Amendment Application	575.00	675.00	17%	Exempt	
Planning Application - Site Plan - Amendment Application after-the-fact	1,150.00	1,350.00	17%	Exempt	
Site Plan Application - 3rd & subsequent submissions	575.00	675.00	17%	Exempt	
Site Plan Agreement Administration Fee (includes registration on title)	575.00	675.00	17%	Exempt	
Planning Application - Zone Change- prior to use	1,450.00	1,700.00	17%	Exempt	
Planning Application - Zone Change- after use has occupied	2,900.00	3,400.00	17%	Exempt	
Planning Application - Zoning - Removal of (H)	275.00	300.00	9%	Exempt	
Subdivision Certificate	65.00	75.00	15%	Exempt	
Zoning Certificate	55.00	55.00	0%	Exempt	Schedule V Part VI (ETA)- Exempt
Zoning Certificate - urgent request - less than 5 business days	75.00	75.00	0%	Exempt	
Civic Addressing - Readdressing	125.00	135.00	8%	Exempt	
Land Division (severance) Clearance Letter	75.00	75.00	0%	Exempt	
Severance Agreement	1,200.00	1,400.00	17%	Exempt	
Planning - Preserving Agreement Administration fee	1,800.00	2,000.00	11%	HST	
Subdivision Agreement Administration Fee	1,900.00	2,200.00	16%	HST	

Building-Bylaw-Planning

Item	2022 Fee	Proposed 2023 Fee	% Change	Tax	Notes
Subdivision Drawing Review Fee (per lot) - 1st and 2nd submission	110.00	125.00	14%	Exempt	
Subdivision Drawing Review Fee (per lot) - 3rd submission & thereafter	55.00	65.00	18%	Exempt	
Engineering Inspection Fee	185.00	210.00	14%	Exempt	
Storm Water Management Pond Review	550.00	650.00	18%	Exempt	
Encroachment Agreement Fee	1,400.00	1,600.00	14%	Exempt	Schedule V Part VI (ETA)- Exempt
Encroachment Permit Fee	25.00	30.00	20%	HST	
Easement Research Request	125.00	145.00	16%	Exempt	
Engineering Certificate Request	125.00	145.00	16%	Exempt	

Clerks

Item	2022 Fee	Proposed 2023 Fee	% Change	Tax	Notes
Clerk Issued Documents -Licences					Refer to Town Business Licence Bylaw for definitions and requirements for Clerk Issued Licences.
Business Licence					
New Business	140.00	145.00	4%	Exempt	Schedule V Part VI (ETA)- Exempt
Home occupation Business	140.00	145.00	4%	Exempt	Schedule V Part VI (ETA)- Exempt
Business Licence per year					
Auctioneer Licence	205.00	210.00	2%	Exempt	Schedule V Part VI (ETA)- Exempt
Pawnbroker Licence - renewal	65.00	70.00	8%	Exempt	Schedule V Part VI (ETA)- Exempt
Pawnbroker Licence - new	205.00	210.00	2%	Exempt	Schedule V Part VI (ETA)- Exempt
Pawnbroker Security Deposit - refundable	2,000.00	2,000.00	0%	Exempt	Schedule V Part VI (ETA)- Exempt
Vending/Salesperson Licence	205.00	210.00	2%	Exempt	Schedule V Part VI (ETA)- Exempt
Food Vending Licence	205.00	210.00	2%	Exempt	Schedule V Part VI (ETA)- Exempt
Event Organizer Licence	205.00	210.00	2%	Exempt	Charge does not apply to not for profit organizations
Marriages					
Marriage Licence	135.00	140.00	4%	Exempt	Schedule V Part VI (Excise Tax Act (ETA))- Exempt
Marriage Ceremony - Council Chambers	250.00	270.00	8%	HST	In Council Chambers during business hours.
Marriage Ceremony - Other Location (plus applicable mileage	300.00	325.00	8%	HST	Within Town limits - outside Town limits subject to mileage.
Witness if required	25.00	30.00	20%	HST	Two witnesses are required for each ceremony.
Other					
Burial Permits	20.00	25.00	25%	Exempt	Schedule V Part VI (ETA)- Exempt
Photocopying/ Printing double sided	0.55	0.58	5%	HST	
Photocopying/ Printing single sided	0.50	0.52	4%	HST	
Commissioner of Oaths (Pension applications and bankruptcy forms exempt)	25.00	30.00	20%	Exempt	Pension applications and bankruptcy forms Exempt.
Register Document on Title	285.00	300.00	5%	Exempt	
Remove/Release Document from Title	285.00	300.00	5%	Exempt	
Title Search	75.00	80.00	7%	Exempt	
Freedom of Information Request (FOI) - Application Fee	5.00	5.00	0%	Exempt	Initial fee; Costs to fulfill request may apply, per S. 45(1) of MFIPPA.

Finance

Item	2022 Fee	Proposed 2023 Fee	% Change	Tax	Unit	Notes
Corporate						
Photocopying/ Printing double sided	0.55	0.58	5%	HST	per page	
Photocopying/ Printing single sided	0.50	0.52	4%	HST	per page	
Interest on overdue accounts (per month)	1.25%	1.25%	0%	HST	per month	Similar rate to taxes in arrears, per Municipal Act, 2001, c. 25, s. 345 (3)
Tax Department						
Tax certificate	50.00	55.00	10%	Exempt	each	Proposed Fee Increase for 2023
Tax registration service costs	3,000.00	As per direct RealTax costs	0%	Exempt	each	Tax Sale Registrations are handled by Realtax Recovery Specialists. This charge is no longer applicable.
Tax Bill reprint	10.00	10.00	0%	Exempt	each	
Tax receipt	10.00	10.00	0%	Exempt	each	
Payment Redistribution	15.00	15.00	0%	Exempt	each	
Payment Refund Administration Fee	-	25.00	NEW	Exempt		New Fee Proposed for 2023
Water/Sewer Admin Charge	45.00	45.00	0%	Exempt	each	
Tax Statement (Paper Copy Only)	10.00	10.00	0%	Exempt	each	Charge only for paper copy
Mortgage Billing Fee (per roll number/per billing)	-	10.00	NEW	Exempt	each	New Fee Proposed for 2023
Past Due Notice Fee	-	5.00	NEW	Exempt	each	New Fee Proposed for 2023
New Account Fee	-	30.00	NEW	Exempt	each	New Fee Proposed for 2023
Addition to the Tax Roll - Cost Recovery + 25%	-	25%	NEW	Exempt	each	New Fee Proposed for 2023
Tax Sale Procedures - Cost Recovery + 25%	-	25%	NEW	Exempt	each	New Fee Proposed for 2023
Corporate						
NSF Fee	35.00	45.00	29%	HST	each	Proposed Fee Increase for 2023

Fire

Item	2022 Fee	Proposed 2023 Fee	% Change	Tax	Unit	Notes
Fire						
False Alarm Response Fee - Preventable Fire Alarm - Panel Alarms - 1st Offence	1/2 Current MTO Rates	1/2 Current MTO Rates		Exempt	Per Incident	First Offence 50% of Regualr MTO Rates
False Alarm Response Fee - Preventable Fire Alarm - Panel Alarms - 2nd and any additional Offence	Current MTO Rates	Current MTO Rates			Per Incident	2 Apparatus response
False Alarm Response Fee - Work is being performed on a fire alarm system and the owner fails to notify Fire Department	Current MTO Rates	Current MTO Rates	(based on MTO set rate)	Exempt	per hour or half hour	Each incident based on 2 Apparatus response
Motor Vehicle Accident / Vehicle Fire Response Fee	Current MTO Rate + Consumables	Current MTO Rate + Consumables	(based on MTO set rate)	Exempt	per hour or half hour + materials	Where possible this fee will be charged to insurance company of vehicle owner, otherwise the fee is chargeable to the registered owner of the vehicle.
Motor Vehicle Accident or Vehicle Fire Response fee on a Provincial Highway	Current MTO Rate + Consumables	Current MTO Rate + Consumables	(based on MTO set rate)	Exempt	per hour or half hour + materials	This fee will be charged to the Ministry of Transportation for all vehicle accident or vehicle fire related services that occur on provincial highways.
Natural Gas Leak Response Fee - Caused by an individual or company	Current MTO Rates	Current MTO Rates	(based on MTO set rate)	Exempt	per hour or half hour + materials	This fee is chargeable where the fire department responds and determines that a natural gas incident has been caused directly by a person or company.
Hazardous Materials Response fee	Current MTO Rate + Consumables	Current MTO Rate + Consumables	(based on MTO set rate)	Exempt	per hour or half hour + materials	This fee is chargeable to the person or company that has control of a Hazardous Material that's release has resulted in the response of the fire department.
Fire Watch or Stand By Authorized by the Fire Chief	Current MTO Rate + Consumables	Current MTO Rate + Consumables	(based on MTO set rate)	Exempt	per hour or half hour	This fee is charged to the insurance company of the registered owner of a property, otherwise the registered owner of the property where in the opinion of the fire chief or his designate a fire is likely to occur.
Violation of Conditions of Burn Permit - 1st and any additional Offence	Current MTO Rates	Current MTO Rates	(based on MTO set rate)	Exempt	per hour or half hour	This fee is charged to the property owner where the fire department attends a burn complaint and is required to extinguish an open air burn or where the open air by-law is contraviened and the fire department attends due due to a complaint.
Open Air Burning -Illegal/Unauthorized Fire	Current MTO Rates	Current MTO Rates	(based on MTO set rate)	Exempt	per hour or half hour	
Fire Department Fee for Expenses Incurred for Equipment, Expertise, Materials, Required to Extinguish a Fire, including but not limited to heavy equipment, speiclized equipment, tow trucks, foam, Engineers etc.)	Actual Cost	Actual Cost		Exempt	Per Incident	This fee is charged to the insurance company of the registered owner of a property, otherwise the registered owner of the property where in the opinion of the fire chief or his designate it is necessary to employ heavy equipment to extinguish a fire or protect adjacent properties from the spread of fire.
Fee for MTO - ARIS Owner / Contact Information Search	45.00	50.00	11%	HST	Per Incident	Fee added to the hourly fire department response charge any time that the fire departent is required to access the MTO ARIS data base. This fee is 100% cost recovery only based on fee charged to the Town of Tillsonburg.
Fee for Fire Department Incident Report	125.00	135.00	8%	HST	each	
Fee for Fire Department Investigation Report	235.00	245.00	4%	HST	each	
Fee for Fire Department File Search for Outstanding Orders / Inspection Reports / Incident Reports	125.00	125.00	0%	HST	each request	
Fee Fire Department Request Fire Code Inspection - Commercial, Industrial, or Institutional building less than 930m2 (10,000 sq.ft.)	250.00	265.00	6%	HST	each	OBC Classification A, B, D, E & F. Residential (OBC C) removed for 2015 and listed separate.
Fee for Fire Department Request Fire Code Inspection Each additional 185m2 (2000 sq.ft.) in a Commercial, Industrial or Institutional building	35.00	35.00	0%	HST	each	New fee for additional area over base fee
Fee Fire Department Request Fire Code Inspection a Residential building up to and including 4 suites or apartments	250.00	265.00	6%	HST	each	OBC Classification C. Separated from other occupancies for 2015.
Fee Fire Department Request Fire Code Inspection each additional suite or apartment over base fee	35.00	35.00	0%	HST	each	New fee for additonal unit(s). Fee per apartment over base fee.

Fire

Item	2022 Fee	Proposed 2023 Fee	% Change	Tax	Unit	Notes
Fee Fire Department Request Fire Code Inspection of a licensed Occupancy excluding a daycare	250.00	265.00	6%	HST	each	
Fee Fire Department Request Fire Code Inspection of a Daycare Facility	100.00	100.00	0%	HST	each	
Fee for Fire Department Request to Conduct Verification of VO Fire Drill Scenario	250.00	265.00	6%	HST	each	For verifying fire drills are conducted within established time limits in occupancies with vulnerable occupants. Cost recovery of
Fee to Conduct Business License Inspection	90.00	100.00	11%	Exempt	each	
Fee for Re-Inspections if Violations not Remedied	250.00	265.00	0%	HST	each	Subsequent inspections following the second. Fee charged to registered owner.
Residential Smoke or Carbon Monoxide Alarm Installed in a Residence	50.00	55.00	10%	HST, if not returned	each	Fee to Install Smoke and CO in Residence for Compliance
Fire Department approval of a Demolition Permit issued by the Building Department.	125.00	135.00	8%	HST	each	
Fee to review an application for a licence to sell Consumer Fireworks (F.1) including a site inspection and review of Fire Safety Plan	200.00	215.00	8%	HST	each	
Fee to Review Fireworks Display Application (F.2) Event	150.00	150.00	0%	HST	each	Town of Tillsonburg sponsored event are Exempt from this fee.
Fee to Review Licence to Conduct a Pyrotechnics (F.3) Display Application, Safety Plan Review, Site Plan Inspection	220.00	220.00	0%	HST	each	
Fee for Open Air Burn Permit	75.00	75.00	0%	HST	each	
Fee to Review Fire Safety Plan	100.00	125.00	25%	HST	each	
Fee to Review, Approve a Level 1 Risk Management Plan for TSSA Licence for Propane Storage	350.00	350.00	0%	HST	each	
Fee to Review, Approve Level 2 Risk Management Plan for TAAS Licence for Propane Storage, plus actual costs to retain a 3rd part engineer or other firm if required.	790.00	800.00	1%	HST	each	Plus actual costs to retain a 3rd part engineer or other firm if required.
Fee for Fire Safety Training, plus cost of materials	115.00	120.00	4%	HST	per hour	Plus cost of materials
Fee for Fire Extinguisher Training (Theory)	110.00	120.00	9%	HST		Max 20 students
Fee for Fire Extinguisher Training (Practical with Burn Prop)	200.00	215.00	8%	HST		
Fee to Recharge SCBA Breathing Cylinder	35.00	35.00	0%	HST	per cylinder	Excludes customers with special agreement
Rental of Training Room (excluding emergency services)	225.00	235.00	4%	HST	per day	

Tillsonburg Community Centre (TCC)

Programs	2022 Fee	Proposed 2023 Fee	% Change	Tax	Unit	Notes
Community Centre - Aquatics						
Water Fitness - 10 passes	59.05	62.00	5%	HST	10 passes	UFS applicable
Land Fitness - 10 passes	59.05	62.00	5%	HST	10 passes	UFS applicable
Land Fitness (1/2 hour class) - 10 passes	29.55	31.00	5%	HST	10 passes	
Water Fitness - 20 passes	95.40	100.15	5%	HST	20 passes	UFS applicable
Land Fitness - 20 passes	95.40	100.15	5%	HST	20 passes	UFS applicable
Land Fitness (1/2 hour class) - 20 passes	47.70	50.10	5%	HST	20 passes	
30 minute Swimming Lesson	7.25	7.40	2%	Exempt	per lesson	Schedule V, Part VI, UFS Applicable
45 minute Swimming Lesson	7.65	7.80	2%	Exempt	per lesson	Schedule V, Part VI, UFS Applicable
60 minute Swimming Lesson	8.10	8.25	2%	Exempt	per lesson	Schedule V, Part VI, UFS Applicable
Bronze Star	66.20	67.52	2%	HST	course	UFS applicable
Bronze Medallion	82.25	83.90	2%	HST	per course	UFS applicable
Bronze Cross	82.25	83.90	2%	HST	per course	UFS applicable
First Aid	104.05	106.15	2%	HST	per course	UFS applicable
First Aid Recert	72.85	74.31	2%	HST	per course	UFS applicable
National Lifeguard	227.45	232.00	2%	HST	per course	UFS applicable
National Lifeguard Recert	54.10	55.20	2%	HST	per course	UFS applicable
Assistant Swimming Instructors School	70.10	71.50	2%	HST	per course	UFS applicable
Additional Fee	28.95	29.55	2%	HST	per course	UFS applicable
Swim for Life Instructors School	110.55	112.75	2%	HST	per course	UFS applicable
Lifesaving Instructors	110.55	112.75	2%	HST	per course	UFS applicable
Swim/Lifesaving Instructors	227.45	232.00	2%	HST	per course	UFS applicable
Private Lessons (14+ years)	20.40	20.80	2%	HST	per lesson	UFS applicable
Private Lessons	20.40	20.80	2%	Exempt	per lesson	Youth, UFS applicable
Semi-Private Lessons	14.05	14.35	2%	Exempt	per lesson	
Lifesaving Sport Fundamentals	7.70	7.85	2%	Exempt	per lesson	Youth
Swim Synchro Swimming Lessons	7.70	7.85	2%	Exempt	per lesson	Youth
Synchronized Swimming Team	525.50	536.00	2%	Exempt	9 Months	Youth, UFS applicable
First Aid Instructor	111.55	113.80	2%	HST	per course	
National Lifeguard Instructor	160.15	163.35	2%	HST	per course	UFS applicable
Examiner Standards/Advanced Instructors	40.20	41.00	2%	HST	per course	UFS applicable
Community Centre - classes, courses, and camps						
Babysitting Course	57.45	58.60	2%	Exempt	8hr course	Schedule V, Part VI
Youth Program 30 min class	6.50	6.65	2%	Exempt	per lesson	Schedule V, Part VI
Youth Program 45 min class	7.50	7.65	2%	Exempt	per lesson	
Youth Program 60 min class	8.50	8.70	2%	Exempt	per lesson	Schedule V, Part VI
Youth Program - Specialty Course	11.90	12.15	2%	Exempt	per lesson	
Teen Program 30 min	6.50	6.65	2%	HST	per lesson	
Teen Program 45 min	7.50	7.65	2%	HST	per lesson	
Teen Program 60 min	8.50	8.65	2%	HST	per lesson	
Karate - Kids Karate	5.25	5.35	2%	Exempt	per lesson	Schedule V, Part VI
Karate - Tiny Tigers	4.25	4.35	2%	Exempt	per lesson	Schedule V, Part VI
Workshops - 1/2 day	28.65	29.20	2%	HST		
Workshops - Specialty Course	86.55	88.30	2%	HST		
Workshops - 8 hours	114.80	117.10	2%	HST		
Youth Camp - week	146.65	149.60	2%	Exempt	week	Schedule V, Part VI
Youth Camp day	36.40	37.15	2%	Exempt	daily	Schedule V, Part VI
Youth Camp Lunch		8.00	new	Exempt	each	Schedule V, Part VI
Youth Camp Special	202.30	206.35	2%	Exempt	week	Schedule V, Part VI
Youth Camp - short week	118.20	120.55	2%	Exempt		Schedule V, Part VI
Community Centre - Events						
Community Centre - Facility Rentals						
Arena - Internet Access Fee	100.00	100.00	0%	HST	per year	
Arena - Weekdays before 5pm & after 11pm	99.80	101.80	2%	HST	hour	Effective April through March

Tillsonburg Community Centre (TCC)

Programs	2022 Fee	Proposed 2023 Fee	% Change	Tax	Unit	Notes
Arena - Weekdays after 5pm & weekends	185.50	189.20	2%	HST	hour	Effective April through March
Arena - Minor	130.30	132.90	2%	HST	hour	Effective April through March
Arena - Shinny	6.00	6.10	2%	HST	per person	
Arena - Ice Flat Rate	450.50	459.50	2%	HST	per day	
Arena Floor - Commercial	2,373.85	2421.35	2%	HST	per day	
Arena Floor - Full Use	1,788.55	1824.30	2%	HST	per day	
Arena Floor - Flat Fee (no set up)	585.15	596.85	2%	HST	per day	
Arena Floor - Chilled Floor (additional fee)	2,252.30	2297.35	2%	HST	per day	
Arena Floor - Hourly League Fee	72.25	73.70	2%	HST	per hour	
Arena Floor - Set up Day/Tear Down Day	894.30	912.20	2%	HST	per day	
Arena Storage Room A	28.10	28.65	2%	HST	per month	
Arena Storage Room B	16.95	17.30	2%	HST	per month	
Arena Storage Room C	5.80	5.90	2%	HST	per month	
Arena - Mini Practice Rink	48.05	49.00	2%	HST	hour	
Auditorium - Friday or Saturday	563.05	574.30	2%	HST	per day	
Auditorium - Sunday - Thursday	314.65	320.95	2%	HST	per evening	
Auditorium - Hourly	63.55	64.80	2%	HST		
Room Set up & Decorating Fee (Day before)	118.10	120.45	2%	HST		
Ball Diamond - Occasional Use	84.45	86.15	2%	HST	per day	
Ball Diamond - Seasonal Youth Team	84.45	86.15	2%	HST		
Ball Diamond - Seasonal Team Practice	298.10	304.05	2%	HST	per team	
Ball Diamond - Seasonal Adult Team	491.35	501.20	2%	HST	per team	
Ball Diamond - 2-day Tournament (Annandale Diamonds)	579.60	591.20	2%	HST	2 days	
Ball Diamond - Tournament per diamond per day	84.45	86.15	2%	HST	per diamond/day	
Ball Diamond - portable washrooms - 1 day tournament	220.85	240.05	8%	HST	2 units	
Ball Diamond - portable washrooms - 2 day tournament	276.00	300.00	8%	HST	2 units	
Tractor with Groomer - Prep Friday	83.95	85.65	2%	HST	per event	
Tractor with Groomer - Prep Saturday	42.00	45.00	7%	HST	per event	
Tractor with Groomer - Prep Sunday	42.00	45.00	7%	HST	per event	
Tractor with Groomer - Repair Monday	82.25	83.90	2%	HST	per event	
Administrative Fees	110.35	112.55	2%	HST	per event	
Site clean up - 1 or 2 day event	179.65	183.25	2%	HST	3 staff	
Ball Diamond - Key Deposit	12.65	15.00	16%	HST	each	per key
Ball Diamonds - Lights left on/equipment not stored properly	54.05	55.15	2%	HST	per occurrence	
Damage Deposit	551.80	562.85	2%	Exempt		
Den - Fri or Sat	192.45	196.30	2%	HST	per day	
Den - Sun - Thursday	140.20	143.00	2%	HST	per day	
Den - Hourly	33.60	34.25	2%	HST		
Entire TCC Building - 1 arena 9am-4pm	2,241.30	2286.15	2%	HST		
Entire TCC Building - 2 arenas 9am-4pm	2,815.35	2871.65	2%	HST		
Gibson House	74.60	76.10	2%	HST	per day	
Gibson House - Hourly	29.15	29.75	2%	HST	per hour	
Kinsmen Canteen	28.65	29.25	2%	HST	per day	
Kitchen Rental - Daily		75.00	new	HST	per event	
Kitchen Rental - 3 Day Weekend		200.00	new	HST	per event	
Lobby Area	34.50	35.20	2%	HST		
Marwood B or C	74.60	76.10	2%	HST	per day	
Marwood BC	145.70	148.60	2%	HST	per day	
Marwood B or C - Hourly	28.15	28.70	2%	HST		
Marwood BC - Hourly	33.65	34.30	2%	HST		
Memorial Pavilion (full) or Kinsmen Bandshell	97.30	99.25	2%	HST	per day	
Memorial Pavilion (half) or Kinsmen Bandshell	60.70	61.90	2%	HST	per day	
Memorial Park for Major Concert (includes bandshell &	689.75	703.55	2%	HST	per event up to 4 days	
Newman Park Gazebo	59.10	60.20	2%	HST	per day	
Parking Lot	118.10	120.45	2%	HST	per day	
Rotary Room	74.60	76.10	2%	HST		
Rotary Room - Hourly	28.65	29.20	2%	HST		

Tillsonburg Community Centre (TCC)

Programs	2022 Fee	Proposed 2023 Fee	% Change	Tax	Unit	Notes
Rowing Club per month	104.50	106.60	2%	HST		
School Lessons	4.10	4.20	2%	Exempt	per person	Youth, UFS applicable
Swim to Survive Rentals	96.85	98.70	2%	Exempt	per hour	Youth, UFS applicable
Swim to Survive Instructor Fee	21.00	25.00	16%	HST	per hour	
Swim Meet	332.35	339.00	2%	HST	per day	UFS applicable
Swim Meet Evening	163.05	166.30	2%	HST	per day	UFS applicable
Swim Team Practice	74.15	75.65	2%	HST	per hour	
Storage Pool Deck	29.15	29.75	2%	HST	per month	
Swim Lane	16.50	16.85	2%	HST	per hour	
Storage Rooms	117.05	119.40	2%	HST	per contract	
Storage Office A	28.65	29.20	2%	HST	per month	
Storage Office B	17.35	17.70	2%	HST	per month	
Storage Office C	5.90	6.00	2%	HST	per month	
Pool - 0-50 swimmers	94.60	96.50	2%	HST	per hour	UFS applicable
Pool - 101+swimmers	241.00	245.82	2%	HST	per hour	UFS applicable
Pool - 51-100 swimmers	128.35	130.90	2%	HST	per hour	UFS applicable
WaterPark - 0-100 swimmers	337.90	344.65	2%	HST	hour	UFS applicable
WaterPark- 0-100 swimmers - extra hour	225.15	229.65	2%	HST	add. Hr.	UFS applicable
Waterpark 101-300 swimmers	459.50	469.70	2%	HST	hour	UFS applicable
Waterpark 101-300 swimmers - extra hour	337.90	344.65	2%	HST	add. Hr.	UFS applicable
Waterpark 300+ swimmers	619.45	631.85	2%	HST	hour	UFS applicable
Waterpark 300+ swimmers - extra hour	489.80	499.60	2%	HST	add. Hr.	UFS applicable
Waterpark Board of Ed 100 swimmers	299.65	305.65	2%	HST	hour	UFS applicable
Waterpark Board of Ed 100 swimmers add. Hr.	166.45	169.80	2%	HST	add. Hr.	UFS applicable
Waterpark Board of Ed 100+ swimmers	532.80	543.45	2%	HST	hour	UFS applicable
Waterpark Board of Ed 100+ swimmers add. Hr.	266.50	271.85	2%	HST	add. Hr.	UFS applicable
COVID Cleaning Fee	25.00	25.00	0%	HST	each	
COVID Cleaning Fee	50.00	50.00	0%	HST	each	
COVID Cleaning Fee	100.00	100.00	0%	HST	each	
Community Centre - Leagues and Memberships						
Adult League - Individual	62.95	64.20	2%	HST	each	
Adult League - Team	406.35	414.50	2%	HST	per team	
Adult League - OVA Refs Vollyball	590.00	601.80	2%	HST	per team	
Court Membership - Adult	56.25	57.40	2%	HST	Seasonal	
Court Membership - Youth	20.25	20.65	2%	HST	Seasonal	
Tennis Lessons - 1 hour	11.20	11.40	2%	HST	per lesson	
Tennis Lessons - 1/2 hour	4.95	5.05	2%	HST	per lesson	Youth
Tennis Advanced Lessons - 1 hour	11.75	12.00	2%	HST	per lesson	
Tennis Lessons - 1 hour	90.00	91.80	2%	HST	8 lessons	UFS applicable
Tennis Lessons - 1/2 hour	39.45	40.25	2%	HST	8 lessons	
Tennis Advanced Lessons - 1 hour	93.85	95.75	2%	HST	8 lessons	
Membership - Land Fitness - 12 mo		338.90	new	HST	12 month	
Membership - Water Fitness - 12 mo	332.25	338.90	2%	HST	12 month	
Membership - Personal Training - 20	210.00	214.20	2%	HST	20 sessions 1/2 hr	UFS applicable
Membership - Personal Training - 10	119.30	121.70	2%	HST	10 sessions 1/2 hr	UFS applicable
Membership - Pool - 12 month	210.85	215.05	2%	HST	each	
Membership - Pool - 6 month	147.95	150.90	2%	HST	each	
Membership - Pool 20 Pass	70.10	71.50	2%	HST	each	

Tillsonburg Community Centre (TCC)

Programs	2022 Fee	Proposed 2023 Fee	% Change	Tax	Unit	Notes
Membership - Skate 20 Pass	70.10	71.50	2%	HST	each	
Membership - Weight Training	60.15	61.35	2%	HST	up to 6 hours	
Membership - HC Plus - 12 Month		640.00	new	HST	12 month	
Membership - HC Adult - 01 month	77.80	79.35	2%	HST	1 month	
Membership - HC Adult - 03 month	204.30	175.05	-17%	HST	3 month	
Membership - HC Adult - 12 month	457.05	466.20	2%	HST	12 month	
Membership - HC Adult - 5 pass	48.30	49.25	2%	HST	5 visits	
Membership - HC Adult - 10 pass	94.50	96.40	2%	HST		
Membership - HC Adult - 20 Pass	181.05	184.65	2%	HST	20 Visits	
Membership - HC Family - 01 month	175.50	179.00	2%	HST	1 month	
Membership - HC Family - 03 month	437.90	394.88	-11%	HST	3 month	
Membership - HC Family - 12 month	916.35	934.70	2%	HST	12 month	
Membership - HC Student/Senior - 01 month	62.95	64.20	2%	HST	1 month	
Membership - HC Student/Senior - 12 month	337.80	344.55	2%	HST	12 month	
Membership - Student - 5 Passes	27.55	28.10	2%	HST	5 visits	
Membership - Student - 10 Passes	49.90	50.90	2%	HST		
Membership- Student - 20 Passes	89.50	91.30	2%	HST		
Membership - HC Glendale Student	103.80	105.90	2%	HST	5 Month	
Membership - Replacement Card	5.50	5.60	2%	HST	each	
Membership - Squash Adult - 10 pass	93.85	95.75	2%	HST	per court (1hr)	
Pay as you go - Admission						
Aquatfit/Fitness/Yoga Class	8.15	8.30	2%	HST included	each	
Fitness / Yoga (1/2 hr class)	4.10	4.15	1%	HST included	each	
Board of Education - Squash/HC	2.85	2.90	2%	HST included		UFS applicable
Board of Education - Arena/Pool	3.10	3.15	2%	HST included		UFS applicable
Drop In Swimming Lessons	9.00	9.20	2%	HST included	per lesson	Min Age of 12
Drop In Swimming Lessons - ea. Additional child	5.55	5.65	2%	HST included	per lesson	
Health Club Adult	10.95	11.15	2%	HST included	each	
Health Club - Youth	5.95	6.05	2%	HST included	each	
Squash	11.20	11.40	2%	HST included	per court (1 hr)	UFS applicable
Roller Skate - Admission No skate rental	2.50	3.00	17%	HST included		UFS applicable
Swim Child	2.50	2.55	2%	HST included	each	
Swim Family	10.00	12.00	17%	HST included	each	
Swim - Over 14	4.75	4.85	2%	HST included	each	
Skate Child	2.50	2.55	2%	HST included	each	
Skate Family	10.00	12.00	17%	HST included	each	
Skate - Over 14	4.75	4.85	2%	HST included	each	UFS applicable
Wallyball	11.70	11.90	2%	HST included	per court (1 hr)	UFS applicable
Waterpark 2-5 yrs	-	0.00	0%	HST included	each	UFS applicable
Waterpark Grandparents Day	-	0.00	0%	HST included		UFS applicable
Waterpark 60 years & over	6.25	6.40	2%	HST included	each	UFS applicable
Waterprak 60 years & Over Half Price	3.15	3.20	2%	HST included	each	UFS applicable
Waterpark 6-14 yrs	5.75	5.85	2%	HST included	each	UFS applicable
Waterpark 6-14 yrs Half Price	2.90	2.95	2%	HST included	each	UFS applicable
Waterpark Additional Family Member	2.50	2.55	2%	HST included	each	UFS applicable
Waterpark Adult	8.25	8.45	2%	HST included	each	UFS applicable
Waterpark Adult Half Price	4.15	4.25	2%	HST included	each	UFS applicable
Waterpark Family	29.00	29.60	2%	HST included	per family of 5	UFS applicable
Waterpark Family Half Price	14.50	14.80	2%	HST included	per family of 5	UFS applicable
Waterpark Tillsonburg Resident Pass (6 +)	40.00	40.80	2%	HST	per person	

Tillsonburg Community Centre (TCC)

Programs	2022 Fee	Proposed 2023 Fee	% Change	Tax	Unit	Notes
Waterpark Non-resident Pass (Youth & Srs 60+)	55.00	56.10	2%	HST	per person	
Waterpark Non-resident Pass (Adult under 60)	75.00	76.50	2%	HST	per person	
Community Centre - Other fees						
LLWP Sponsorship		1200.00	new	Exempt	each	
Community Swim/Skate Sponsorship		200.00	new	Exempt	each	
Special Events: Expenses + 5% Administrative Fee			new	Hst		
Capital Re-Investment Fee - Ice Rentals		2.50	new		per hour	
Admin - Refund Admin Fee	16.25	16.50	2%	Exempt	each	
Admin - Reprint receipt	5.40	5.50	2%	Exempt	each	
Admin - Consolidated Receipts (Child Tax Credit)	10.80	11.00	2%	HST		Operational requirements
Admin - Copies - Single sided	0.30	0.52	42%	HST		
Admin - Copies - Double sided	0.35	0.58	40%	HST		
Rentals - 8' wooden tables	5.80	5.90	2%	HST		
Rentals - Black plastic chairs	2.20	2.25	2%	HST	each	
Delivery of Table & Chairs(per round trip)	28.10	28.65	2%	HST		
Rentals - Black curtains/hardware rental per foot	2.80	2.85	2%	HST		
ADVERTISING						
10% - 30% Reductions may apply to multiple advertising	A 2nd advertisement gets 10% off both, a 3rd ad gets 20% off all 3 and a 4th ad gets					
Advertising - Memorial Arena Board Back Lit	1,148.20	1171.15	2%	HST	each	
Advertising - Community Arena Backlit	574.10	585.60	2%	HST	each	
Advertising - Memorial Arena Board	745.25	760.15	2%	HST	each	
Advertising - Community Arena Board	458.25	467.40	2%	HST	each	
Advertising - Ice Re-Surfacer - Side	574.10	585.60	2%	HST	each	
Advertising - Ice Re-Surfacer - Top	1,148.20	1171.15	2%	HST	each	
Advertising - Ice Re-Surfacer - 3 sides	2,539.35	2590.15	2%	HST	each	
Advertising - Skate Aid	10.60	10.80	2%	HST	per month	
Advertising - Inside Front/Back Page Glossy	1,683.70	1717.35	2%	HST	each	
Advertising - Back Page Glossy	2,252.30	2297.35	2%	HST	each	
Advertising - Brochure 1/8 page	114.80	117.10	2%	HST	each	
Advertising - Brochure 1/4 page	200.90	204.90	2%	HST	each	
Advertising - Brochure 1/2 page	343.30	350.15	2%	HST	each	
Advertising - Brochure 1/2 page Inside/Back Page Glossy	675.65	689.15	2%	HST	each	
Advertising - Brochure Full page	686.70	700.45	2%	HST	each	
Advertising - Brochure Full page (internal corporate)	225.30	229.80	2%	HST	each	
Advertising - Miscellaneous	114.80	117.10	2%	HST	each	
Advertising - Digital Ad Set up	22.40	22.85	2%	HST	each	
Advertising - Digital Ad - Monthly(min. 3 mos term)	56.25	57.40	2%	HST	each	
Advertising - Digital Ad - Tournament/Special Events	56.25	57.40	2%	HST	each	
Advertising - Fence - Per Season	125.85	128.35	2%	HST	per season	
Advertising - Fence - Per Year	251.85	256.90	2%	HST	annually	
Advertising - Infocaster Set Up	52.00	53.05	2%	HST	each	
Advertising - Infocaster - Small Ad	26.00	26.50	2%	HST	per month	
Advertising - Infocaster - Large Ad	52.00	53.05	2%	HST	per month	
Advertising - Infocaster - Tournament/Special Event	52.00	53.05	2%	HST	each	

Museum

Item	2022 Fee	Proposed 2023 Fee	% Change	Tax	Unit
Museum					
Museum-Admission-Adult	6.19	6.50	5%	HST	daily
Museum-Admission-Annual-Family Rate	46.02	48.30	5%	HST	yearly
Museum-Admission-Annual-Individual	20.35	21.35	5%	HST	yearly
Museum-Admission-Child	2.21	2.30	4%	HST	daily
Museum-Admission-Family Rate	12.39	13.00	5%	HST	daily
Museum-Admission-Group Rate	5.00	5.25	5%	HST	daily
Museum-Admission-Senior	5.09	5.35	5%	HST	daily
Museum-Admission-Student	3.10	3.25	5%	HST	daily
Museum Volunteer-Admission-Free	FREE	FREE			daily
Museum - Research (Genealogy)	25.00	30.00	20%	HST	per hour
Museum-Permission Fees-Personal Use	2.50	4.50	80%	HST	each
Museum-Permission Fees-Pubication Use	5.50	8.50	55%	HST	each
Museum-Rentals-Audio Visual Equipment-Corporate	FREE	FREE			each
Museum-Rentals-Program Room or Grounds & Gardens - 25 - 50	51.00	55.00	8%	HST	each
Museum-Rentals-Grounds & Gardens-Corporate	51.00	75.00	47%	HST	each
Museum-Rentals-Kitchen	25.50	30.00	18%	HST	each
Museum-Rentals-Kitchen - Corporate	35.70	40.00	12%	HST	each
Museum-Rentals-Program Room - half day -non profite	51.00	55.00	8%	HST	half day
Museum-Rentals-Program Room -full day - non profit	76.50	100.00	31%	HST	full day
Museum-Rentals-Program Room-Corporate	76.50	100.00	31%	HST	half day
Museum-Rentals-Program Room-Corporate	102.00	120.00	18%	HST	full day
Museum-Rentals-Tour Surcharge-Groups 100-150	102.00	120.00	18%	HST	each
Museum-Rentals-Tour Surcharge-Groups 25-50	61.20	70.00	14%	HST	each
Museum-Rentals-Tour Surcharge-Groups 51-100	76.50	85.00	11%	HST	each
Museum- School Program- per student (1 hour)	2.50	3.00	20%	Exempt	each
Museum - School Program - per student (2 hours)	3.50	4.00	14%	Exempt	each
Museum - School Program - In Class		35.00	new	Exempt	each
Museum - School Program - per student (1.5 hours)		3.25	new	Exempt	each
Museum- Programs & Workshops		5.00	0%		each
Museum- Programs & Workshops		10.00	0%		each
Museum- Programs & Workshops		15.00	0%		each
Museum- Programs & Workshops		20.00	0%		each
Museum- Programs & Workshops		25.00	0%		each
Museum- Programs & Workshops		30.00	0%		each
Museum- Programs & Workshops		35.00	0%		each
Museum- Programs & Workshops		40.00	0%		each
Museum- Programs & Workshops		45.00	0%		each
Museum- Programs & Workshops		50.00	0%		each

Museum

Item	2022 Fee	Proposed 2023 Fee	% Change	Tax	Unit
Museum- Programs & Workshops		55.00	0%		each
Museum- Programs & Workshops		60.00	0%		each
Museum- Programs & Workshops		65.00	0%		each
Museum- Programs & Workshops		70.00	0%		each
Museum- Programs & Workshops		75.00	0%		each
Museum- Programs & Workshops		80.00	0%		each
Museum- Programs & Workshops		85.00	0%		each
Museum- Programs & Workshops		90.00	0%		each
Museum- Programs & Workshops		95.00	0%		each
Museum- Programs & Workshops		100.00	0%		each
Museum-Admission - Pratt Gallery only	2.65	3.00	13%	HST	each
Museum- Special Event- Lunch & Learn Series Pass	81.60	100.00	23%	HST	
Museum- Special Event - Lunch & Learn- Single ticket	25.50	30.00	18%	HST	
Museum - Special Event - Luncheon	30.60	35.00	14%	HST	
Museum - Special Event - Dinner	56.10	60.00	7%	HST	per event
Museum - Special Event - Performance	40.80	40.80	0%	HST	
Special Events: Expenses + 5% admin fee		-	0%	HST	

Cemetery-Parks

Item	2022 Fee	2022 Perpetual Care Fee	2022 Net Fee	Proposed 2023 Fee	Proposed 2023 Perpetual Care Fee	Proposed 2023 Net Fee	% Change	Tax	Unit	Notes
Perpetual care fees regulated by the Province										
Interment Rights										
Grave 10 x 4	800.00	320.00	480.00	800.00	320.00	480.00	0%	HST	grave	
Infant Grave 3X3	225.00	150.00	75.00	225.00	150.00	75.00	0%	HST	grave	
Cremation Grave 3x3	600.00	240.00	360.00	600.00	240.00	360.00	0%	HST	grave	
Columbarium Niche - Level 1	2,100.00	315.00	1,785.00	2,100.00	315.00	1,785.00	0%	HST	niche	Includes brass nameplate and dates
Columbarium Niche - Level 2	2,150.00	322.50	1,827.50	2,150.00	322.50	1,827.50	new	HST	niche	Includes brass nameplate and dates
Columbarium Niche - Level 3	2,200.00	330.00	1,870.00	2,200.00	330.00	1,870.00	new	HST	niche	Includes brass nameplate and dates
Columbarium Niche - Level 4	2,250.00	337.50	1,912.50	2,250.00	337.50	1,912.50	new	HST	niche	Includes brass nameplate and dates
Columbarium Niche - Level 5	2,300.00	345.00	1,955.00	2,300.00	345.00	1,955.00	new	HST	niche	Includes brass nameplate and dates
Columbarium Niche - Level 6	2,350.00	352.50	1,997.50	2,350.00	352.50	1,997.50	new	HST	niche	Includes brass nameplate and dates
Columbarium Niche - Level 7	2,400.00	360.00	2,040.00	2,400.00	360.00	2,040.00	new	HST	niche	Includes brass nameplate and dates
Columbarium Niche - Level 8	2,450.00	367.50	2,082.50	2,450.00	367.50	2,082.50	new	HST	niche	Includes brass nameplate and dates
Family Columbarium	10,400.00	1,560.00	8,840.00	10,400.00	1,560.00	8,840.00	0%	HST	columbarium	does not include engraving
Cemetery Services										
Cemeteries Regulation Unit burial and cremation	12.00		12.00	12.00		12.00	0%	Exempt	interment	Fee is set by the Province
Columbarium Niche Open/Close	200.00		200.00	200.00		200.00	0%	HST	each	
Adult Interment	835.00		835.00	835.00		835.00	0%	HST	each	
Lead in fee, per 1/2 hour minimum	30.00		30.00	30.00		30.00	0%	HST	per 1/2 hour	Charged if lead in requested by Funeral Home
Child/ Infant Interment	300.00		300.00	300.00		300.00	0%	HST	each	Length is 5' or less
Cremated Remains Interment Infant	200.00		200.00	200.00		200.00	0%	HST	each	
Cremated Remains Interment Adult	350.00		350.00	350.00		350.00	0%	HST	each	
Statutory Holidays - Funeral Fee	50% surcharge on applicable interment fee			50% surcharge on applicable interment fee				HST	each	
Weekend - Funeral Fee 10:00am - 3:00pm	25% surcharge on applicable interment fee			25% surcharge on applicable interment fee			new	HST	each	
Weekend - Funeral Fee - before 10:00am or after 3:00pm	50% surcharge on applicable interment fee			50% surcharge on applicable interment fee			new	HST	each	
Disinterment/Exhumation- Relocation in Same	2,087.50		2,087.50	2,087.50		2,087.50	0%	HST	each	
Disinterment/Exhumation- Relocation in Same Cemetery-Adult Casket in Vault	1,878.75		1,878.75	1,878.75		1,878.75	0%	HST	each	
Disinterment/Exhumation- Relocation in Another	1,565.63		1,565.63	1,565.63		1,565.63	0%	HST	each	
Disinterment/Exhumation- Relocation in Another Cemetery-Adult Casket in Vault	1,409.06		1,409.06	1,409.06		1,409.06	0%	HST	each	
Disinterment/Exhumation-Child Casket	750.00		750.00	750.00		750.00	0%	HST	each	Length is 5' or less
Disinterment/Exhumation-Adult Cremains (Ground)	475.00		475.00	475.00		475.00	0%	HST	each	
Disinterment/Exhumation-Child/Infant Cremains	300.00		300.00	300.00		300.00	0%	HST	each	
Marker/Foundation Services										
Upright Monument Foundation (5' depth)	27.00		27.00	27.00		27.00	0%	HST	per cubic foot	
Veteran Standing Monument Setting	200.00		200.00	200.00		200.00	0%	HST	each	
Flat Marker with Granite Border & no concrete	50.00		50.00	50.00		50.00	0%	HST	each	
Flat Marker with 4" concrete border	125.00		125.00	125.00		125.00	0%	HST	each	
Monument Care & Maintenance										
Flat Markers		50.00	50.00		50.00	50.00	0%	HST	each	Fees are set by the Province.
Upright Markers Up to 48"		100.00	100.00		100.00	100.00	0%	HST	each	
Upright Markers Over 48"		200.00	200.00		200.00	200.00	0%	HST	each	
Other Fees & Services										
Transfer Fee/Replacement - Interment Rights Certificate	45.00		45.00	45.00		45.00	0%	HST	each	
Memorial Benches	2,200.00	200.00	2,000.00	3,200.00	200.00	3,000.00	45%	HST	each	
Geneology Requests (per 1/2 hr) by appointment				30.00		30.00	new	HST	per 1/2 hour	

Public Works

Item	2022 Fee	Proposed 2023 Fee	% Change	Tax	Unit
Airport					
Airport - Aircraft Parking Fees - Daily	10.00	10.00	0%	HST	per day
Airport - Aircraft Parking Fees - Monthly	60.00	60.00	0%	HST	per month
Airport - Aircraft Parking Fees - Yearly	600.00	600.00	0%	HST	per year
Airport - Basement Boardroom rental (15'x29') half day	45.00	45.00	0%	HST	per half day
Airport - Basement Boardroom rental (15'x29') full day	80.00	80.00	0%	HST	per full day
Airport - Basement Rental per hour	15.00	15.00	0%	HST	per hour
Airport - Boardroom Long term rental	290.00	290.00	0%	HST	per week
Airport - Hangar Land Lease per Sq. Ft. Fee Annually, **adjusted by CPI Ontario for the previous 12-month average Nov-Oct, if warranted through a market rate comparison**	0.31	0.33	6.48%	HST	per Sq. Ft.
Airport - Infrastructure fee < 5,000 SF hangar	550.00	550.00	0%	HST	upon signing
Airport - Infrastructure fee > 5,000 SF hangar	1,100.00	1,100.00	0%	HST	upon signing
Airport - Maintenance fee	130.00	130.00	0%	HST	per year
Airport Toque	12.00	12.00	0%	HST	per unit
Airport Fuel Call Out Fee	50.00	50.00	0%	HST	per call out
Airport Administration Fee	35.00	35.00	0%	HST	per unit
Airport Hangar Application Fee	310.00	310.00	0%	HST	per application
Airport Hangar Transfer Fee	160.00	160.00	0%	HST	per application
Airport Development Permit Fee	620.00	620.00	0%	HST	per application
Airport Corporate Parking Fee (waived with fuel purchase)	25.00	25.00	0%	HST	up to 4 hrs
Airport Corporate Parking Fee (waived with fuel purchase)	50.00	50.00	0%	HST	per day
Airport Corporate Landing Fee (waived with fuel purchase)	40.00	40.00	0%	HST	per landing
Roads					
Public Works Administration Fee	51.00	52.00	2%	HST	flat rate
Roads-Labourer/Operator (per hour)	40.00	41.00	3%	HST	per hour
Roads-Labourer/Operator Overtime (per hour)	55.00	61.50	12%	HST	per hour
Roads-Labour Double Time	71.00	72.00	1%	HST	per hour
1/2 Ton Pickup Truck	15.00	15.00	0%	HST	per hour
1-Ton Truck	33.00	35.00	6%	HST	per hour
Single Axle Dump Truck	80.00	80.00	0%	HST	per hour
With Plow & Wing	13.00	15.00	15%	HST	per hour
With Sander/Salter	20.00	20.00	0%	HST	per hour
With Plow, Wing & Sander/Salter	33.00	35.00	6%	HST	per hour
With Anti-Icing System	4.50	5.00	11%	HST	per hour
Front End Loader	70.00	70.00	0%	HST	per hour
With Plow Blade	7.00	8.00	14%	HST	per hour

Public Works

Item	2022 Fee	Proposed 2023 Fee	% Change	Tax	Unit
With Snowblower	180.00	180.00	0%	HST	per hour
Backhoe	50.00	50.00	0%	HST	per hour
Grader	75.00	75.00	0%	HST	per hour
Street Sweeper	80.00	80.00	0%	HST	per hour
Sidewalk Machine	45.00	47.00	4%	HST	per hour
With Plow	6.00	7.00	17%	HST	per hour
With Sander	5.00	6.00	20%	HST	per hour
With Snowblower	18.00	20.00	11%	HST	per hour
With Plow & Sander	11.00	12.00	9%	HST	per hour
With Snowblower & Sander	23.00	25.00	9%	HST	per hour
With Angle Broom	8.50	9.00	6%	HST	per hour
With Flail Mower	10.00	12.00	20%	HST	per hour
With Cold Planer	35.00	35.00	0%	HST	per hour
Leaf Vacuum	90.00	90.00	0%	HST	per hour
Line Striper	12.00	12.00	0%	HST	per hour
Sewer Rodder	95.00	95.00	0%	HST	per hour
Wood Chipper	25.00	25.00	0%	HST	per hour
Zero Radius Mower	30.00	30.00	0%	HST	per hour
Portable Pump	35.00	35.00	0%	HST	per hour
Walk Behind Snowblower	2.50	3.00	20%	HST	per hour
Walk Behind Push Mower	2.50	3.00	20%	HST	per hour
Chainsaw	2.50	3.00	20%	HST	per hour
Trimmer	2.00	3.00	50%	HST	per hour
Small Generator	10.00	10.00	0%	HST	per hour
Utility Trailer	9.00	10.00	11%	HST	per hour
Construction & Demolition Disposal Cost Recovery Fee	25.00	25.00	0%	HST	per load

Transit

Item	2022 Fee	Proposed 2023 Fee	% Change	Tax	Unit
T-GO IN-TOWN					
Ticket - Adult - Single Ride	2.50	2.50	0%	Exempt	Single Ride
Ticket - Adult - 10 Ride Pass	20.00	20.00	0%	Exempt	10 Ride Pass
Ticket - Adult - Day Pass	8.00	8.00	0%	Exempt	Day Pass
Ticket - Adult - Monthly Pass	60.00	60.00	0%	Exempt	Monthly Pass
Ticket - Seniors (60+) - Single Ride	2.00	2.00	0%	Exempt	Single Ride
Ticket - Seniors (60+) - 10 Pass Ride	16.00	16.00	0%	Exempt	10 Ride Pass
Ticket - Seniors (60+) - Day Pass	6.00	6.00	0%	Exempt	Day Pass
Ticket - Seniors (60+) - Monthly Pass	48.00	48.00	0%	Exempt	Monthly Pass
Ticket - Students - Single Ride	2.00	2.00	0%	Exempt	Single Ride
Ticket - Students - 10 Ride Pass	16.00	16.00	0%	Exempt	10 Ride Pass
Ticket - Students - Day Pass	6.00	6.00	0%	Exempt	Day Pass
Ticket - Students - Monthly Pass	48.00	48.00	0%	Exempt	Monthly Pass
Ticket - Children (5 and under) - Single Ride	FREE	FREE			Single Ride
Ticket - Children (5 and under) - 10 Ride Pass	FREE	FREE			10 Ride Pass
Ticket - Children (5 and under) - Day Pass	FREE	FREE			Day Pass
Ticket - Children (5 and under) - Monthly Pass	FREE	FREE			Monthly Pass
Ticket - Support Person - Single Ride	FREE	FREE			Single Ride
Ticket - Support Person - 10 Ride Pass	FREE	FREE			10 Ride Pass
Ticket - Support Person - Day Pass	FREE	FREE			Day Pass
Ticket - Support Person - Monthly Pass	FREE	FREE			Monthly Pass
Ticket - Veteran - Single Ride	FREE	FREE			Single Ride
Ticket - Veteran - 10 Ride Pass	FREE	FREE			10 Ride Pass
Ticket - Veteran - Day Pass	FREE	FREE			Day Pass
Ticket - Veteran - Monthly Pass	FREE	FREE			Monthly Pass
Advertising – T:GO In-Town Vehicle (1 Month)	438.00	438.00		HST	
Advertising – T:GO In-Town Vehicle (3 Months)	1,008.00	1,008.00		HST	
Advertising – T:GO In-Town Vehicle (6 Months)	1,818.00	1,818.00		HST	
T:GO INTER-COMMUNITY					
Ticket - Adult - Single Ride	10.00	10.00	0%	Exempt	Single Ride
Ticket - Adult - 10 Ride Pass	80.00	80.00	0%	Exempt	10 Ride Pass
Ticket - Adult - Day Pass	20.00	20.00	0%	Exempt	Day Pass
Ticket - Adult - Monthly Pass	200.00	200.00	0%	Exempt	Monthly Pass
Ticket - Seniors (60+) - Single Ride	8.00	8.00	0%	Exempt	Single Ride
Ticket - Seniors (60+) - 10 Pass Ride	65.00	65.00	0%	Exempt	10 Ride Pass
Ticket - Seniors (60+) - Day Pass	16.00	16.00	0%	Exempt	Day Pass
Ticket - Seniors (60+) - Monthly Pass	160.00	160.00	0%	Exempt	Monthly Pass

Transit

Item	2022 Fee	Proposed 2023 Fee	% Change	Tax	Unit
Ticket - Students - Single Ride	8.00	8.00	0%	Exempt	Single Ride
Ticket - Students - 10 Ride Pass	65.00	65.00	0%	Exempt	10 Ride Pass
Ticket - Students - Day Pass	16.00	16.00	0%	Exempt	Day Pass
Ticket - Students - Monthly Pass	160.00	160.00	0%	Exempt	Monthly Pass
Ticket - Children (5 and under) - Single Ride	FREE	FREE			Single Ride
Ticket - Children (5 and under) - 10 Ride Pass	FREE	FREE			10 Ride Pass
Ticket - Children (5 and under) - Day Pass	FREE	FREE			Day Pass
Ticket - Children (5 and under) - Monthly Pass	FREE	FREE			Monthly Pass
Ticket - Support Person - Single Ride	FREE	FREE			Single Ride
Ticket - Support Person - 10 Ride Pass	FREE	FREE			10 Ride Pass
Ticket - Support Person - Day Pass	FREE	FREE			Day Pass
Ticket - Support Person - Monthly Pass	FREE	FREE			Monthly Pass
Ticket - Veteran - Single Ride	FREE	FREE			Single Ride
Ticket - Veteran - 10 Ride Pass	FREE	FREE			10 Ride Pass
Ticket - Veteran - Day Pass	FREE	FREE			Day Pass
Ticket - Veteran - Monthly Pass	FREE	FREE			Monthly Pass
Advertising – T:GO Inter-Community Vehicle (1 Month)	507.00	507.00		HST	
Advertising – T:GO Inter-Community Vehicle (3 Months)	1,077.00	1,077.00		HST	
Advertising – T:GO Inter-Community Vehicle (6 Months)	1,887.00	1,887.00		HST	

Utility

Item	2022 Fee	Proposed 2023 Fee	% Change	Tax	Unit	Notes
Utility-Returned Cheque Fee (plus bank charges)	15.00	15.00	0%	HST	each	as per OEB rate schedule
Utility-Account Set Up / Change of Occupancy Fee	30.00	30.00	0%	HST	each	as per OEB rate schedule
Utility-Late Payment (per annum)	19.56%	19.56%	0%	HST	%	as per OEB rate schedule
Utility-After Hour Reconnect (at meter)	185.00	185.00	0%	HST	each	as per OEB rate schedule
Utility-During Hours Reconnect (at meter)	65.00	65.00	0%	HST	each	as per OEB rate schedule
Utility-During Hours Reconnect (at mpole)	185.00	185.00	0%	HST	each	as per OEB rate schedule
Utility-Special Meter Reading	30.00	30.00	0%	HST	each	Changes to rates must be approved by the OEB
Utility-Service Call (after hours)	165.00	165.00	0%	HST	each	as per OEB rate schedule
Utility-Access to Utility Poles	44.50	44.50	0%	HST	each	as per OEB rate schedule
Utility-Miscellaneous Materials Mark Up	0.25	0.25	0%	HST	%	Changes to rates must be approved by the THI Board of Directors or OEB
Utility-Pole Rental - 30 ft	1.50	1.50	0%	HST	month	Changes to rates must be approved by the THI Board of Directors or OEB
Utility-Pole Rental - 35 ft	2.25	2.25	0%	HST	month	Changes to rates must be approved by the THI Board of Directors or OEB
Utility-Sentinal Light Rental - 150 W	3.75	3.75	0%	HST	month	Changes to rates must be approved by the THI Board of Directors or OEB
Utility-Sentinal Light Rental - 175 W	3.75	3.75	0%	HST	month	Changes to rates must be approved by the THI Board of Directors or OEB
Utility-Sentinal Light Rental - 250 W	4.00	4.00	0%	HST	month	Changes to rates must be approved by the THI Board of Directors or OEB
Utility-Sentinal Light Rental - 400 W	4.00	4.00	0%	HST	month	Changes to rates must be approved by the THI Board of Directors or OEB
Utility-Sentinal Light Rental - 70 W	3.50	3.50	0%	HST	month	Changes to rates must be approved by the THI Board of Directors or OEB
Utility-Labour	62.50	65.00	4%	HST	hour	
Utility-Truck Charges - #26	15.00	17.00	13%	HST	hour	
Utility-Truck Charges - #30	15.00	17.00	13%	HST	hour	
Utility-Truck Charges - #41	20.00	22.00	10%	HST	hour	
Utility-Truck Charges - #65	67.50	70.00	4%	HST	hour	
Utility-Truck Charges - #66	67.50	70.00	4%	HST	hour	
Utility-Truck Charges - #68	75.00	77.00	3%	HST	hour	
Utility-Truck Charges - #74	65.00	68.00	5%	HST	hour	
Utility-Truck Charges - #22	15.00	17.00	13%	HST	hour	
Utility-Truck Charges - #28	15.00	17.00	13%	HST	hour	
Utility-Truck Charges - #44	30.00	33.00	10%	HST	hour	
Utility-Truck Charges - #45	15.00	17.00	13%	HST	hour	
Utility-Sewer Camera Job - 1 hour minimum	55.00	58.00	5%	HST	hour	1 hour minimum

Non-Controlled Town Fees

Item	2022 Fee	Proposed 2023 Fee	% Change	Tax	Unit	Notes
Bag Tags	2.00	2.00	0%	incl HST	per tag	County approved
Blue Box (apartment)	3.50	3.50	0%	incl HST		County approved
Blue Box (83 Litre)	6.20	6.20	0%	incl HST		County approved
Blue Box Lid (83 Litre)	2.70	2.70	0%	incl HST		County approved
Composter	10.00	10.00	0%	incl HST		County approved
Rain barrels	53.00	65.00	23%	incl HST		County approved
Green Cones	50.00	50.00	0%	incl HST		County approved
Fine - allow or permit an animal to trespass on private property	Fine - allow or permit an animal to trespass on private property	Fine - allow or permit an animal to trespass on private property		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - Fail to ensure that the animal enclosure is kept free of offensive odour	Fine - Fail to ensure that the animal enclosure is kept free of offensive odour	Fine - Fail to ensure that the animal enclosure is kept free of offensive odour		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - Fail to ensure that the animal enclosure is kept in a clean and sanitary condition	Fine - Fail to ensure that the animal enclosure is kept in a clean and sanitary condition	Fine - Fail to ensure that the animal enclosure is kept in a clean and sanitary condition		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - Fail to ensure that the nature and condition of the animal enclosure are such that the animal would not be harmed and its health would not be negatively affected	Fine - Fail to ensure that the nature and condition of the animal enclosure are such that the animal would not be harmed and its health would not be negatively affected	Fine - Fail to ensure that the nature and condition of the animal enclosure are such that the animal would not be harmed and its health would not be negatively affected		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - Fail to ensure the animal enclosure is such that the animal can be readily observed unless the natural habits of the animal require otherwise	Fine - Fail to ensure the animal enclosure is such that the animal can be readily observed unless the natural habits of the animal require otherwise	Fine - Fail to ensure the animal enclosure is such that the animal can be readily observed unless the natural habits of the animal require otherwise		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - fail to keep dog license fixed on dog/cat	Fine - fail to keep dog license fixed on dog/cat	Fine - fail to keep dog license fixed on dog/cat		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - fail to notify license issuer upon sale of puppy/kitten	Fine - fail to notify license issuer upon sale of puppy/kitten	Fine - fail to notify license issuer upon sale of puppy/kitten		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - Fail to obtain dog/cat license	Fine - Fail to obtain dog/cat license	Fine - Fail to obtain dog/cat license		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - fail to prevent an animal from running at large	Fine - fail to prevent an animal from running at large	Fine - fail to prevent an animal from running at large		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - Fail to provide animal with basic necessities	Fine - Fail to provide animal with basic necessities	Fine - Fail to provide animal with basic necessities		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - fail to remove or dispose of animal excrement forthwith	Fine - fail to remove or dispose of animal excrement forthwith	Fine - fail to remove or dispose of animal excrement forthwith		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - fail to renew dog/cat license	Fine - fail to renew dog/cat license	Fine - fail to renew dog/cat license		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - failing to muzzle potentially dangerous dog or dangerous dog	Fine - failing to muzzle potentially dangerous dog or dangerous dog	Fine - failing to muzzle potentially dangerous dog or dangerous dog		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - Failing to restrain dog from causing noise	Fine - Failing to restrain dog from causing noise	Fine - Failing to restrain dog from causing noise		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.

Non-Controlled Town Fees

Item	2022 Fee	Proposed 2023 Fee	% Change	Tax	Unit	Notes
Fine - failing to restrain potentially dangerous dog or dangerous dog	Fine - failing to restrain potentially dangerous dog or dangerous dog	Fine - failing to restrain potentially dangerous dog or dangerous dog		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - Failure to comply with conditions of muzzle order	Fine - Failure to comply with conditions of muzzle order	Fine - Failure to comply with conditions of muzzle order		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - Failure to ensure that the animal enclosure for every reptile/fish/amphibian has an enclosed space adequate for the needs of the species	Fine - Failure to ensure that the animal enclosure for every reptile/fish/amphibian has an enclosed space adequate for the needs of the species	Fine - Failure to ensure that the animal enclosure for every reptile/fish/amphibian has an enclosed space adequate for the needs of the species		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - Failure to ensure that the animal enclosure is escape-proof	Fine - Failure to ensure that the animal enclosure is escape-proof	Fine - Failure to ensure that the animal enclosure is escape-proof		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - Failure to ensure that the animal enclosure is of a size/in condition such that the animal may extend its lefs, wings and body to their full extent, stand sit and perch	Fine - Failure to ensure that the animal enclosure is of a size/in condition such that the animal may extend its lefs, wings and body to their full extent, stand sit and perch	Fine - Failure to ensure that the animal enclosure is of a size/in condition such that the animal may extend its lefs, wings and body to their full extent, stand sit and perch		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - failure to notify change of ownership of potentially dangerous dog or dangerous dog	Fine - failure to notify change of ownership of potentially dangerous dog or dangerous dog	Fine - failure to notify change of ownership of potentially dangerous dog or dangerous dog		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - failure to post sign	Fine - failure to post sign	Fine - failure to post sign		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - Failure to store feed in a rodent-proof container	Fine - Failure to store feed in a rodent-proof container	Fine - Failure to store feed in a rodent-proof container		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - forcibly trying to retrieve dog or cat from pound keeper or premises of pound keeper	Fine - forcibly trying to retrieve dog or cat from pound keeper or premises of pound keeper	Fine - forcibly trying to retrieve dog or cat from pound keeper or premises of pound keeper		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - Harbouring more than three dogs	Fine - Harbouring more than three dogs	Fine - Harbouring more than three dogs		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - Harbouring more than two cats	Fine - Harbouring more than two cats	Fine - Harbouring more than two cats		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - have dog on leash exceeding two metres	Fine - have dog on leash exceeding two metres	Fine - have dog on leash exceeding two metres		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - Keep animal in unsanitary conditions	Fine - Keep animal in unsanitary conditions	Fine - Keep animal in unsanitary conditions		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - Keeping more than ten pigeons	Fine - Keeping more than ten pigeons	Fine - Keeping more than ten pigeons		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - Keeping prohibited animals	Fine - Keeping prohibited animals	Fine - Keeping prohibited animals		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - keeping prohibited animals - agricultural lands	Fine - keeping prohibited animals - agricultural lands	Fine - keeping prohibited animals - agricultural lands		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - Offering for sale, selling, making available	Fine - Offering for sale, selling, making available	Fine - Offering for sale, selling, making available		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - operate a kennel without a license	Fine - operate a kennel without a license	Fine - operate a kennel without a license		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - restraining potentially dangerous dog or dangerous dog exceeding two feet in length	Fine - restraining potentially dangerous dog or dangerous dog exceeding two feet in length	Fine - restraining potentially dangerous dog or dangerous dog exceeding two feet in length		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.

Non-Controlled Town Fees

Item	2022 Fee	Proposed 2023 Fee	% Change	Tax	Unit	Notes
Fine - retrieve a dog and or cat from pound keeper without paying fees	Fine - retrieve a dog and or cat from pound keeper without paying fees	Fine - retrieve a dog and or cat from pound keeper without paying fees		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - unlawfully transferred dog/cat tag	Fine - unlawfully transferred dog/cat tag	Fine - unlawfully transferred dog/cat tag		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
AGCO Required Licences						
Raffle	3% of prize value	3% of prize value	0%	Exempt	each	Alcohol & Gaming Commission of Ontario (AGCO)
Bazaar	$10 per wheel, 3 wheels max	$10 per wheel, 3 wheels max	0%	Exempt	each	Alcohol & Gaming Commission of Ontario (AGCO)
Bazaar/Bingo	2 percent	2 percent	0%	Exempt	each	Alcohol & Gaming Commission of Ontario (AGCO)
Bazaar/Raffle	3% up to $5000	3% up to $5000	0%	Exempt	each	Alcohol & Gaming Commission of Ontario (AGCO)
Bingo Only	2% up to $5500	2% up to $5500	0%	Exempt	each	Alcohol & Gaming Commission of Ontario (AGCO)
Break Open @ other location	3% x # of units X total prize/unit	3% x # of units X total prize/unit	0%	Exempt	each	Alcohol & Gaming Commission of Ontario (AGCO)
Break Open @ own location	2% x # of units X total prize/unit	2% x # of units X total prize/unit	0%	Exempt	each	Alcohol & Gaming Commission of Ontario (AGCO)
Police						
Criminal Record, Police Record & Vulnerable Sector Check (Employment	25.00	25.00	0%	Exempt	each	
Duplicate Copy of Criminal and Police Record Check	5.00	5.00	0%	incl HST	each	
Criminal Record, Police Record & Vulnerable Sector Check (Volunteer)	FREE	FREE	0%	Exempt	each	
Fingerprints (OPP charge)	26.50	26.50	0%	incl HST	each	Fee Payable to Minister of Finance
Fingerprints (LIVESCAN - on behalf of RCMP)	25.00	25.00	0%	incl HST	each	Fee Payable to Minister of Finance
Occurrence Confirmation Reports/Incident Reports	42.25	42.25	0%	incl HST	each	
Statements	42.25	42.25	0%	incl HST	each	
Technical Traffic Collision Reports	565.00	565.00	0%	incl HST	each	
Reconstructionist Report	1,130.00	1,130.00	0%	incl HST	each	
False Alarm	200.00	200.00	0%		per incident	
False Alarm - appeal fee	45.00	45.00	0%		Non refundable	
PAID DUTY RELATED FEES						
Payable to Minister of Finance (Provincial in Nature)						
Administrative Fee (note 1)	68.50	68.50	0%	incl HST		
Hourly Vehicle Usage Fee (note 1)	28.25	28.25	0%	incl HST		
2014 Hourly Officer Rate - PDO (note 1)	73.60	73.60	0%	incl HST		
2014 Hourly Supervisor Rate - PDS (note 1)	83.17	83.17	0%	incl HST		
Owner dumping debris on own lands	Owner dumping debris on own lands	Owner dumping debris on own lands		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Owner failing to tag garbage	Owner failing to tag garbage	Owner failing to tag garbage		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Parking - double parking	Parking - double parking	Parking - double parking		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Parking - for longer period than provided	Parking - for longer period than provided	Parking - for longer period than provided		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Parking - in loading zone	Parking - in loading zone	Parking - in loading zone		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Parking - near fire hydrant	Parking - near fire hydrant	Parking - near fire hydrant		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Parking - no parking (2am-7am)	Parking - no parking (2am-7am)	Parking - no parking (2am-7am)		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Parking - Obstructing Traffic	Parking - Obstructing Traffic	Parking - Obstructing Traffic		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.

Non-Controlled Town Fees

Item	2022 Fee	Proposed 2023 Fee	% Change	Tax	Unit	Notes
Parking - parking in handicapped parking space without permit	Parking - parking in handicapped parking space without permit	Parking - parking in handicapped parking space without permit		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Parking - Parking/standing in fire route	Parking - Parking/standing in fire route	Parking - Parking/standing in fire route		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Parking - prohibited area	Parking - prohibited area	Parking - prohibited area		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Parking - too close to corner	Parking - too close to corner	Parking - too close to corner		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Parking - too close to curb	Parking - too close to curb	Parking - too close to curb		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Parking - Wrong side of road	Parking - Wrong side of road	Parking - Wrong side of road		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Person assisting dumping debris on private lands	Person assisting dumping debris on private lands	Person assisting dumping debris on private lands		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Person dumping debris on private/public lands	Person dumping debris on private/public lands	Person dumping debris on private/public lands		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Person fail to immediate remove debris	Person fail to immediate remove debris	Person fail to immediate remove debris		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Owner - fail to tag garbage				exempt	Schedule V Part VI (ETA)- Exempt	Schedule V Part VI (ETA)- Exempt
Fail to enclose swimming pool during construction	350.00	350.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fail to properly enclose swimming pool with temporary enclosure	350.00	350.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Permit construction of swimming pool not completely enclosed with swimming pool enclosure	350.00	350.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fail to equip hydro massage pool with secure cover	350.00	350.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fail to equip swimming pool gate with self-closing device	350.00	350.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fail to equip swimming pool gate with self-latching device	350.00	350.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fail to equip swimming pool gate with operable lock	350.00	350.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fail to maintain swimming pool fence to a safe condition and good repair	350.00	350.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Construct or permit swimming pool enclosure not in compliance with height requirement	350.00	350.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Did erect or alter a sign in the Town of Tillsonburg before obtaining a permit from the Chief Building Official	200.00	200.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Did erect or permit community bulletin sign on town property, without town approval	200.00	200.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Did erect a temporary community sign, without town approval	200.00	200.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Did erect a mobile sign – closer than 30.0 meters or (98.44 ft) from any other mobile sign	100.00	100.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Did erect or display a mobile sign that is not located on the same property as the business which it is advertising.	100.00	100.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Did erect a prohibited sign on land owned by the Town	200.00	200.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.

Non-Controlled Town Fees

Item	2022 Fee	Proposed 2023 Fee	% Change	Tax	Unit	Notes
Did erect a sidewalk sign on a public street and did not position as to provide a minimum of 1.5 meters of unobstructed sidewalk space	100.00	100.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Did erect a sign located on a premise which does not specifically identify or advertise a business, service, or occupant of the premises where it is located	100.00	100.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Did erect a vehicle/trailer sign on a non-motorized vehicle, where the purpose of the sign meets the definition of a sign under the By-law	100.00	100.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Operate a vehicle for hire without a licence.	250.00	250.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Operate vehicle not licenced as a vehicle for hire.	250.00	250.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Failure to display taxicab plate.	250.00	250.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Failure to submit vehicle for inspection.	250.00	250.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Failure to produce licence upon demand.	250.00	250.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Permit smoking in taxicab.	250.00	250.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Failure to display tariff card.	250.00	250.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Charge fare not prescribed in fare schedule.	250.00	250.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fail to accept service animal into taxicab.	400.00	400.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Smoke on town walkway	105.00	105.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Smoke within 9 m of any town facility entrance or exit	105.00	105.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Smoke within 9 metres of Library Lane entrance	105.00	105.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Smoke within 9 metres of Town Centre Mall	105.00	105.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.

Subject: Revised Emergency Management By-law and Program Report
Report Number: FRS 22-05
Department: Fire and Emergency Services
Submitted by: Shane Caskanette, Fire Chief / CEMC
Meeting Type: Council Meeting
Meeting Date: Monday, December 12, 2022

RECOMMENDATION

THAT Council receives Report FRS 22-05 Revised Emergency Management By-law and Program Report;

AND THAT the attached By-law and Town of Tillsonburg Emergency Management Program be adopted by Council.

BACKGROUND

The current Emergency Management By-law and Program, By-law 3139 was adopted by Council on January 10, 2005. The By-law and Program has served the community well for almost 20 years. However, over time the By-law and Program have become dated; referencing repealed legislation, lacking alignment with Incident Management System (IMS) and provincial regulations under the EMCPA, consistency with the current Town organizational structure and operational effectiveness.

DISCUSSION

The 2022 Business Plan for Fire and Rescue Services identified the need to review and revise the current Town of Tillsonburg Emergency Management By-law and Program.

The Emergency Management and Civil Protection Act (EMCPA) requires the Community Emergency Management Program Committee (EMPC) to review and revise the Emergency Management By-law and Program annually if required.

The EMPC reviewed and revised the Emergency Management By-law and Program to ensure legislative compliance, alignment with provincial regulations and IMS doctrine, Town organizational structure and overall operational effectiveness of the program.

A revised Emergency Management By-law and Program are attached for Council's consideration and adoption.

CONSULTATION

The revised Emergency Management By-law and Program was circulated to all Emergency Management Program Committee members, SLT, CBO, OPP, Oxford EMS, South West Public Health, and Oxford County Human Services for review and comment.

FINANCIAL IMPACT/FUNDING SOURCE

N/A

CORPORATE GOALS

How does this report support the corporate goals identified in the Community Strategic Plan?

☐ Lifestyle and amenities
☒ Customer service, communication and engagement
☐ Business attraction, retention and expansion
☐ Community growth
☐ Connectivity and transportation
☐ Not Applicable

Does this report relate to a specific strategic direction or project identified in the Community Strategic Plan? Please indicate section number and/or any priority projects identified in the plan.

Goal: The Town of Tillsonburg will strive for excellence and accountability in government, providing effective and efficient services, information, and opportunities to shape municipal initiatives.

Strategic Direction: Position Tillsonburg as a leader in the municipal sector.

Priority Project: N/A

ATTACHMENTS

Appendix A – By-law # 2202-083 Town of Tillsonburg Emergency Management By-law and Program.

THE CORPORATION OF THE TOWN OF TILLSONBURG
BY-LAW # 2022-083 Town of Tillsonburg Emergency Response Program

A by-law to establish an emergency management program for the protection of public safety, health, the environment, critical infrastructure and property, and to promote economic stability and a disaster-resilient community.

WHEREAS the Province of Ontario has passed the *Emergency Management and Civil Protection Act, R.S.O., 1990, Chapter E.9*, as amended (hereinafter "Act") an Act which requires the development and implementation of an emergency management program by the Council of a municipality AND;

WHEREAS the Act requires the emergency management program to conform to standards promulgated by Emergency Management Ontario in accordance with international best practices, including the five core components of emergency management; mitigation, prevention, preparedness, response and recovery; and also makes provision for the municipality and Council to develop and implement an emergency management program to protect public safety, public health, the environment, critical infrastructure and property and to promote economic stability and a disaster-resilient community AND;

WHEREAS the Act makes provision for the Head of Council to declare that an emergency exists in the community or in any part thereof and also provides the Head of Council with authority to take such action or make such orders and he/she considers necessary and not contrary to law, to implement the Emergency Response Plan and respond to an emergency AND;

WHEREAS the Act provides for the designation of one or more members of Council who may exercise the powers and perform the duties of the Head of Council during his/her absence or his/her inability to act AND;

WHEREAS the Act authorizes employees of a community to respond to an emergency in accordance with the Emergency Response Program (ERP) where an emergency exists but has not yet been declared to exist AND;

WHEREAS the Act requires that every municipality shall have an Emergency Management Program Committee (EMPC), composed of the Emergency Management Program Coordinator (CEMC), senior municipal officials appointed by Council, such members of Council as may be appointed by Council, municipal employees who are responsible for emergency management functions and may include other persons representing organizations and industry and Council shall appoint one of the members of the program committee to be the chair of the committee AND;

WHEAREAS the Act provides that the municipality has a right of action to recover monies expended or costs incurred in the implementation of an emergency plan or in connection with an emergency against the person who caused the emergency AND;

NOW THEREFORE BE IT RESOLVED THAT, the Council of The Corporations of the Town of Tillsonburg HEREBY ENACT THE FOLLOWING:

1) **THAT** the Town of Tillsonburg Emergency Response Program, attached hereto as Appendix "A" of this By-law be and is hereby adopted;

2) **THAT** the Emergency Management Plan and Program be developed and implemented in accordance with the regulatory standards published by Emergency Management Ontario in accordance with international best practices;

3) **THAT** the Head of Council, Chief Administrative Officer, Community Emergency Management Coordinator, Communications Officer, Director of Operations and Development, Director of Recreation, Culture and Parks, Director of Corporate Services & Clerk, Director of Emergency Services / Fire Chief, Executive Assistant to CAO/Mayor, Development Commissioner, Director of Finance & Treasurer, General Manager of Hydro Operations, be hereby appointed as members of the Emergency Management Program Committee (EMPC);

4) **THAT** the CAO and CEMC be hereby appointed as co-chairs of the Emergency Management Program Committee (EMPC);

5) **THAT** the Head of Council, Chief Administrative Officer, Community Emergency Management Coordinator, Communications Officer, Director of Operations and Development, Director of Recreation, Culture and Parks, Director of Corporate Services / Clerk, Director of Emergency Services / Fire Chief, Executive Assistant to CAO/Mayor, Development Commissioner, Director of Finance / Treasurer, General Manager of Hydro Operations, be hereby appointed as members of the Municipal Emergency Control Group (MECG);

6) **THAT** the municipality's Community Emergency Management Coordinator (CEMC) be hereby appointed as the Community Emergency Management Program Coordinator for The Corporation of the Town of Tillsonburg;

7) **THAT** the municipality's Communications Officer is hereby appointed as the Emergency Information Officer (EIO) for The Corporation of the Town of Tillsonburg;

8) **THAT** the Emergency Management Program Committee will review the emergency management program annually, ensure training of employees on their functions through practical exercises and to recommend material changes to the program to Council for approval as required;

9) **THAT** the Head of Council or designated alternate, as provided in the plan, be hereby empowered to declare or terminate an emergency;

10) **THAT** certain appointed officials or their designated alternates, as provided in the municipality's approved Emergency Response Plan are empowered to cause an emergency notification to be issued to members of the Municipal Emergency Control Group and respond to an emergency in accordance with the Emergency Response Plan where an emergency exists but has not yet been declared to exist;

11) **THAT** Council authorizes staff to make revisions to the schedules, appendices and minor administrative or housekeeping changes to the Emergency Response Plan; however, the Emergency Response Plan itself shall be revised only by By-law;

12) **THAT** the By-law Number 3139 A By-law to Provide an Emergency Management Program in the town of Tillsonburg be hereby repealed.

13) **AND THAT** this By-law # 2022-083 Town of Tillsonburg Emergency Response Program shall come into full force and effect on the date of final passing thereof.

READ a first, second, and third time, and passed in Council, this 12th day of December 2022.

THE CORPORATION OF THE TOWN OF TILLSONBURG

_____
Deb Gilvesy, Mayor

_____
Kyle Pratt, Clerk

Town of Tillsonburg Emergency Response Program (2022)

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1. Introduction

The Town of Tillsonburg Emergency Management Program establishes a framework for responding to a number of risks the Town faces. Developed with key officials, agencies and departments, it is a guideline that outlines collective and individual roles and responsibilities in responding to and recovering from an emergency.

The Emergency Management Program document describes the framework on how the Town of Tillsonburg will respond to, recover from and mitigate the impact of an emergency. It describes the legal authorities, concept of operations and functional roles and responsibilities.

1.1 Purpose

The purpose of the Town of Tillsonburg Emergency Management Program during an emergency is to facilitate the effective co-ordination of human and physical resources, services and activities necessary to:

- Protect and preserve life and property;
- Minimize and/or mitigate the effects of the emergency on the residents and physical infrastructure of the Town of Tillsonburg; and
- Quickly and efficiently enable the recovery and restoration of normal services.

It also makes provisions for the efficient administration, coordination, and implementation of extraordinary arrangements and response measures taken by the Town of Tillsonburg to protect the health, safety, and welfare of the residents of the Town of Tillsonburg during any emergency by:

- Identifying the governance structure for emergency response within the Town of Tillsonburg;
- Identifying roles and responsibilities required in mitigating, preparing for, responding to and recovering from emergencies and disasters;
- Identifying standard response goals for emergency response operations and decision making; and
- Providing for a coordinated response by the municipality and partner agencies in managing emergencies.

1.2 Aim

As per the *Emergency Management and Civil Protection Act* (EMPCA), the Town of Tillsonburg has formulated an Emergency Management Program (ERP) which is adopted by Council by By-law 2022-083.

1.3 Public Access to the ERP

The Town of Tillsonburg Emergency Management Program is available on the Town's website (www.tillsonburg.ca). The public may also request to access the Program through the Town's Clerk's Office.

Supporting Plans do not form part of the ERP as they may be confidential and/or provide information that may require frequent updating, be of a technical nature, or contain sensitive or personal information which could pose a security threat or violate privacy legislation if released.

1.4 Definition of an Emergency

Emergencies are distinct from the normal daily operations carried out by municipal first response agencies and Town departments.

The Emergency Management and Civil Protection Act defines an emergency as:

'A situation or impending situation that constitutes a danger of major proportions that could result in serious harm to persons or substantial damage to property and that is caused by the forces of nature, a disease or other health risk, an accident or an act whether intentional or otherwise.

1.5 Legal Authorities

The legislation under which the municipality and its employees are authorized to respond to an emergency, in addition to each agencies' respective legislative authorities, are:

- The Emergency Management and Civil Protection Act, R. S. O. 1990, c.E.9, as amended (the "Act")
- Ontario Regulation 380/04 under the Act
- The Town of Tillsonburg Emergency Management Program By-Law 2022-083

The Act requires municipalities to develop, implement, and maintain an emergency management program, and adopt it through a by-law. An emergency management program must consist of:

- An emergency Program;
- Training programs and exercises for employees of municipalities and other persons with respect to the provision of required services and procedures to be followed in emergency response and recovery activities;
- Public education on risks to public safety and on public preparedness for emergencies; and
- Any other element required for municipalities in standards of emergency management programs that may be developed by the Minister of the Solicitor General.

Ontario Regulation 380/04 under the Act describes emergency management standards for municipal emergency management programs. There are a number of required elements including:

- Designation of a Community Emergency Management Coordinator (CEMC) to coordinate the development and implementation of the Municipality's Emergency Management Program;
- Appointment of an Emergency Management Program Committee (EMPC) to annually review the municipality's Emergency Management Program and make recommendations to Council for its revision, if necessary;
- Appointment of a Municipal Emergency Control Group (MECG) to direct the municipality's response in an emergency, including implementation of the municipality's Emergency Response Program;

- Implementation of an Emergency Operations Centre (EOC) with appropriate technology communications systems;
- Designation of an Emergency Information Officer to act as the municipality's primary contact for the media and public during an emergency; and
- Formulation of an Emergency Management Program that assigns duties to employees by position and sets out the procedures to notify the MECG of an emergency.

The Town of Tillsonburg Emergency Management Program By-law approves the enactment of the Town of Tillsonburg Emergency Management Program and other requirements for the Town's Emergency Management Program.

The Senior Official for the Town's Emergency Management Program Committee is the CAO or designated alternate.

The Town of Tillsonburg has Emergency Mutual Aid Agreements, adopted by bylaw, with other municipalities and are listed in Schedule "A" to Tillsonburg Emergency Response Program.

1.6 Council Approval

Where significant portions of the Town of Tillsonburg Emergency Management Program are revised, Council is required to adopt the revised Program by by-law.

1.7 Emergency Management Program Committee (EMPC)

The Emergency Management Program Committee as required by the Act consists of the following Council appointed personnel and includes the appointment of the chair of the committee:

- Mayor
- Chief Administrative Officer
- Community Emergency Management Coordinator
- Communications Officer
- Director of Operations and Development
- Director of Recreation, Culture and Parks
- Director of Corporate Services / Clerk
- Director of Emergency Services / Fire Chief
- Executive Assistant to CAO/Mayor
- Development Commissioner
- Director of Finance / Treasurer
- General Manager of Hydro Operations

This committee reviews the emergency management program and plan annually, ensures training is provided to employees on their functions, recommends changes to the program as deemed appropriate and refers recommendations to Council for further review and approval.

1.8 Municipal Emergency Control Group (MECG)

In the event of an emergency, the following personnel appointed by Council shall act as the Municipal Emergency Control Group as defined by Ontario Regulation 380/04 under the Act to manage the Town's emergency response:

- Mayor
- Chief Administrative Officer
- Community Emergency Management Coordinator
- Communications Officer
- Director of Operations and Development
- Director of Recreation, Culture and Parks
- Director of Corporate Services / Clerk
- Director of Emergency Services / Fire Chief
- Executive Assistant to CAO/Mayor
- Development Commissioner
- Director of Finance / Treasurer
- General Manager of Hydro Operations

1.9 Ad Hoc Committee Members

Ad Hoc members to the Emergency Management Program Committee or Municipal Emergency Control Group may include;

- Oxford County Community Emergency Management Coordinator
- Ontario Provincial Police Detachment Commander or Designate
- Chief of Oxford County Paramedic Services or Designate
- Southwest Public Health Medical Officer of Health or Designate
- Oxford County Human Services Representative
- Emergency Management Ontario Representative
- Tillsonburg District Memorial Hospital Representative
- Long Point Regional Conservation Authority Representative
- Railway Representative
- Other Subject Matter Experts as required

1.10 Community Emergency Management Coordinator (CEMC)

The Municipal employee designated as the Community Emergency Management Program Coordinator (CEMPC) is the Municipality's Community Emergency Management Coordinator (CEMC).

1.11 Emergency Information Officer (EIO)

The municipal employee designated as the Emergency Information Officer is the Municipality's Communications Officer.

1.12 Department and Support Agency Emergency Procedures

Personnel in-charge (I/C) of each Municipal Department, Division and Section as well as each Support Agency involved with this Program shall ensure that emergency response procedures or guidelines (i.e. Departmental Emergency Plan) outlining how it will fulfill its own internal responsibilities under this Program during an emergency, are prepared, reviewed annually and practiced as determined by the personnel in-charge.

Personnel in-charge of each Municipal Department, Division and Section as well as each Support Agency shall ensure that their staff has sufficient knowledge, skills, training and understanding of the Emergency Management Program to perform their respective duties in an emergency and that their contact information is kept current for call-out purposes.

2. Hazard Identification & Risk Assessment & Critical Infrastructure

In developing its emergency management program, every municipality shall identify and assess the various hazards and risks to public safety that could give rise to emergencies and identify the facilities and other elements of the infrastructure that are at risk of being affected by emergencies.

2.1 Hazard Identification and Risk Assessment (HIRA)

The Emergency Management Program Committee utilizes a Hazard Identification and Risk Assessment (HIRA) Tool, designed by the Province of Ontario, to assess which hazards pose the greatest risk in terms of how likely they are to occur and how great their potential impact may be. However, it is not intended to be used as a prediction tool to determine which hazard will cause the next emergency. The HIRA groups the risks into three categories: Natural; Human Caused; and Technological and Infrastructure Disruptions.

The EMPC uses HIRA in their planning to determine which risks are most likely to occur in order to devise appropriate public education, focused training programs and exercises for the municipality.

The Town's HIRA ranking is listed in Schedule "D" to the Emergency Management Program which shall be reviewed annually by the EMPC to ensure relevance for emergency planning.

2.2 Critical Infrastructure (CI)

Every municipality must identify the facilities and infrastructure which could be impacted by an emergency and which could have serious impacts on the residents of their municipality, on the local economy as well as the municipality's ability to deliver services. The facilities and infrastructure identified in a municipality's critical infrastructure list do not necessarily need to be owned or operated by the municipality, nor be located within the municipality.

The Emergency Management Program Committee shall develop, maintain and annually review their Critical Infrastructure List. Public access to the Municipality's Critical Infrastructure List listed in Schedule "E" is restricted as set out in the Act and section 1.3 of the Town's Emergency Response Program.

3. Concept of Operations

First responders and Town's departments manage many emergencies that occur on a day-to-day basis. As the magnitude of an emergency increases, so will the requirement for additional support from within the Town. The Town may elect to call upon neighbouring municipalities to provide assistance. The Town may also call upon the provincial government to provide supplemental financial and / or physical resources necessary to deal with the overall impacts of the public emergency.

The Town's Emergency Management Program adopts the principles of an existing Incident Management System (IMS). IMS can be used in any size or type of emergency to manage response personnel, facilities and equipment. IMS principles include the use of common terminology, modular organization, integrated communications, unified command structure, action planning, manageable span-of-control, pre-designated facilities and comprehensive resource management. The basic functional modules of the IMS (Command, Operations, Planning, Logistics and Finance & Administration) can be expanded or contracted to meet requirements as an event progresses.

There are multiple response parts to any emergency situation within the Town of Tillsonburg which are as follow:

3.1 Site Response

The emergency responders at the site or sites of the emergency provide strategic and tactical response to the emergency as they attempt to mitigate its effects and bring the emergency under control. Site command assumes the responsibility to lead the municipality's response to the emergency and receives support from the MECG/EOC command staff.

3.2 Corporate Response and Minimal (Essential) Services

The Emergency Operations Centre (EOC) is a virtual or physical location, with appropriate technology and telecommunications infrastructure to ensure effective communication, where the leadership (MECG) of the Town of Tillsonburg can gather to collectively and collaboratively support emergency response, and manage the consequences of an emergency. The EOC or virtual EOC is utilized, where necessary, to centralize and coordinate efforts occurring at the site(s). The MECG operating in the EOC or virtually is responsible for business continuity within the municipality and for supporting the site command's response to the emergency.

3.3 Minimal/Essential Services

Listed below are the minimal (essential) services that the municipality shall strive maintain throughout an emergency. Each department will follow their Business Continuity (scale back) plans ensuring that essential services identified are maintained during an emergency.

a. Wastewater Services
b. Water Treatment and Distribution
c. Paramedic Services
d. Police Services (OPP)
e. Fire Services

f. Electrical Distribution (Tillsonburg Hydro Inc.)
g. Natural Gas Distribution (Enbridge)
h. Snow Clearing
i. Solid Waste Collection and Disposal
j. Cemeteries
k. IT Services
l. Finance
m. Legal
n. Human Resources
o. Clerks and Council Support
p. Social Services (Oxford County)
q. Fleet
r. Transit
s. Corporate Communications and Public Relations
t. Forestry Services
u. Road and Bridge Safety Services (activities to maintain safe vehicle movement)
v. Flood Control Services
w. By-law Enforcement
x. Construction and Building Inspection Services

While all services provided by the Municipality are important to its residents, the identified services are considered to be essential and must be provided during an emergency to ensure the continued health, safety, and wellbeing of the residents of the municipality.

3.4 Policy Group

The Policy Group is led by the Head of Council (HOC) in their assigned role and authority during an emergency or the Mayor and comprised of members of Council sitting as Town Council at any regular or special meeting called during an emergency situation.

The Policy Group may be established to receive information or reports during an emergency situation, and to provide any necessary policy direction to the Municipal Emergency Control Group (MECG). The Act and Emergency Management Program have assigned responsibility for management of emergency situations, so the Policy Group does not have responsibility for emergency management during an emergency situation. The HOC has the authority to declare or terminate an emergency.

3.5 Head of Council (HOC)

The Mayor or Deputy Mayor Acting Mayor as the HOC during an emergency. The HOC has all the powers set out in the Act and Emergency Management Program for purposes of an emergency situation and/or declared emergency. The HOC will receive training to ensure they understand their role during an emergency.

3.6 Councillors Role (When not acting in the Policy Group role)

The main responsibilities of Councillor are to:

- Assist relaying approved information to area residents;
- Attend community or evacuee meetings;
- Reassure constituents;
- Support actions taking place in the community;
- Liaise back through Mayor concerns from constituents; and
- Follow leadership and requests of the Mayor

Councillors will receive training to ensure they understand their role and responsibilities during an emergency.

3.7 Municipal Emergency Control Group (MECG)

The Municipal Emergency Control Group (MECG) is responsible for supporting the site command staff and the management of business continuity for the unaffected portions of the municipality. The MECG is also responsible for:

- Notifying response agencies and coordinating the activities of the various departments and organizations which are needed to effectively respond to and recover from the emergency;
- Providing support to the Incident Commander and site personnel;
- Collecting situational awareness information and prioritizing, evaluating, summarizing it, as well as disseminating and displaying it;
- Establishing priorities based on all the information gathered and developing EOC Incident Action Plans;
- Obtaining, coordinating and managing payment of any additional resources (both personnel and equipment) needed to support the emergency;
- Liaising with Site Command to establish the geographic boundaries of the emergency;
- Coordinating all internal and external information including communicating emergency information to the general public; and
- Maintaining the day-to-day activities of the community outside of the emergency area.

The MECG is listed in Section 1.8 and performs the following IMS functions, as required:

- EOC Commander
- EOC Coordinator (CEMC)
- Emergency Information Officer (EIO)
- Liaison Officer
- Safety Officer
- Operations Section Chief & key branch coordinators
- Planning Section Chief
- Logistics Section Chief
- Finance and Admin Section Chief

MECG members may be required to perform multiple IMS functions depending on situational needs and available staffing.

4. Implementation of the Emergency Response Program

This Emergency Management Program can be implemented as soon as an emergency occurs, or is expected to occur, which is considered to be of such magnitude as to warrant its implementation. An official declaration of an "Emergency" does not have to be made for this Program to be implemented to protect the lives and property of the inhabitants of the Town of Tillsonburg.

The Emergency Management Program authorizes employees of the Town of Tillsonburg to respond to an emergency where an emergency exists or appears imminent, but has not yet been declared and take such action(s) as may be necessary to protect the lives and property of the inhabitants of the Town of Tillsonburg.

Any of the Municipal Emergency Control Group members outlined in Section 4 shall have the training and authority to effectively activate the EOC when they determine the activation of the EOC is necessary in consultation with the CEMC. MECG members may receive an initial warning of a potential emergency and/or arrive first at the scene of an emergency and determine the circumstances of the emergency, require the support of the EOC.

The CEMC will be trained to utilize the emergency response messaging system to notify/alert the members listed in section 4.1. In the event of a failure of the messaging system, CEMC members will contact the Town of Tillsonburg Fire Rescue Services Communications Centre (Dispatch) to activate the EOC via the hardcopy back-up telephone list and have personnel assemble at the appropriate EOC location.

4.1 Town of Tillsonburg EOC Notification System - (Fan Out)

All members of the MECG listed in Section 1.8 or their alternates if acting in place of the MECG member in consultation with the CEMC may implement the Emergency Management Program through the municipality's emergency response messaging system.

4.2 Town of Tillsonburg Emergency Operations Centre (EOC)

There are primary, alternate and virtual EOC locations designated as EOC's. In the event of implementation of the Program for a declared or undeclared emergency, EOC personnel will be notified to attend virtually or assemble at one of the designated confidential EOC locations.

4.3 Escalation of Emergencies in the Municipality

All Town departments and emergency service providers have agreed to use the following four emergency management response levels as a guide to be used before, during and following emergencies. Each level signifies the variation of the impact to the community caused by an emergency.

Response Level	Actions	Criteria	Examples
Normal Operations	Normal response by operating departments and responders.	Routine operations	Small car accident, isolated flooding, small power outage, house fire

Level 1: Local MECG monitoring level	Key members of the Municipal Emergency Control Group (MECG) notified. MECG monitors situation and may communicate via teleconference or other electronic means.	Incident contained to one area of the municipality. Minor impact to citizens and environment Contained within inner perimeter Minor impact on resources	Apartment fire with displacements, contained hazmat, boil water advisory, active threat from person(s), helicopter crash
Level 2: Partial notification/ activation local MECG	MECG notified and on standby, key members of MECG may convene in the EOC. Provincial Emergency Operations Centre (PEOC) may be notified. MECG monitors situation and may communicate via teleconference or other electronic means.	Incident contained within one area of the Municipality. Significant impact to citizens, property and environment beyond the outer perimeter Significant media attention Significant demand on resources May affect multiple buildings	Chemical spill, multiple fire locations, multiple suspects/active threat on the move, municipal-wide boil water advisory, isolated communicable disease outbreak
Level 3: Full activation local MECG	MECG convened in EOC. May require emergency declaration. PEOC notified.	Incident contained within one Municipality Possible activation reception/evacuation centre(s) Major impact to citizens, property and/or environment beyond the outer perimeter Major media and/or public interest Major demand on resources Multiple buildings/incidents	Ice storm, tornado, chemical spill, commercial airliner crash, train derailment, large propane explosion, pipeline leakage, potable water emergency, epidemic, terrorism, large scale flood
Level 4: Municipal Emergency	MECG convened in EOC. May require emergency declaration. PEOC notified	Exceeds Municipal resources / capabilities. May affect the entire municipality or multiple portions of the municipality. Possible activation reception /evacuation centre(s) Major impact to citizens, property and/or environment Major media and/or public Impact to facility or service	Level 3 examples that • Impact more than one area of the Municipality; or • Is contained within one area of the Municipality but has major municipal-wide impact; or • Impacts Municipal services

5. Declaration and Termination of an Emergency

5.1 Prior to Declaration

When an emergency exists, but has not yet been declared, the Town of Tillsonburg employees and first responders may take such action(s) under the authority of this Emergency Management Program necessary to protect lives and property.

5.2 Declaration of an Emergency

The Mayor or Deputy Mayor, acting as Head of the Council, is responsible for declaring that an emergency exists within the boundaries of the Town of Tillsonburg. In declaring an emergency, the Head of Council will identify the geographical boundaries of the emergency area. The decision whether to declare an emergency and the designation of geographical boundaries of the emergency area will be made in consultation with the MECG and with reference to the provincial checklist (Schedule "G") for declaring and terminating an emergency.

The MECG will ensure that all personnel and Supporting Agencies concerned are advised of the declaration of the emergency.

Upon declaration of an emergency in the Town of Tillsonburg the Mayor shall notify:

a. The Solicitor General and Office of Fire Marshal and Emergency Management (OFMEM) by email or fax, through the Provincial Emergency Operations Centre (PEOC) using the form in Schedule "G" and;
b. Members of Town of Tillsonburg Council.

The following may also be notified of a declaration of emergency:

a. Local Member(s) of Provincial Parliament (MPPs);
b. Local Member(s) of Federal Parliament (MPs);
c. Local media;
d. The public; and
e. Heads of Council for neighbouring municipalities that may be impacted by the event or called upon for assistance.

5.3 Termination of an Emergency

When it has been determined by the MECG, after referring to the Province of Ontario's checklist (Schedule "G") for declaring and terminating an emergency, that the emergency should be terminated, the Mayor and/or Council will make an official termination of declared emergency in writing (Schedule "H").

The Premier of Ontario may also terminate an emergency at any time.

The EOC Commander will ensure that all personnel and Supporting Agencies concerned are advised of the termination of the emergency.

Upon termination of an emergency in the Town of Tillsonburg the Mayor shall notify:

a. Solicitor General and Office of Fire Marshal and Emergency Management (OFMEM) by email or fax, through the Provincial Emergency Operations Centre (PEOC); and
b. Members of Town of Tillsonburg Council.

The following may also be notified of a termination of emergency:

a. Local Member(s) of Provincial Parliament (MPPs);
b. Local Member(s) of Federal Parliament (MPs);
c. Local media;
d. The public; and,
e. Heads of Council for neighbouring municipalities that may be impacted by the event or called upon for assistance.

6. Requests for Assistance

It is possible that assistance from other levels of government, or external partner agencies with specialized knowledge or expertise, may be required by the Town of Tillsonburg to help successfully respond to an emergency situation.

Depending on the nature of the emergency and the assistance required, these agencies may be requested to attend the emergency site(s) and/or EOC to provide assistance, or provide information and advice to the MECG through the Liaison Officer or EOC Coordinator.

6.1 Requesting Neighbouring Jurisdiction Support

When the resources of the Town of Tillsonburg are at capacity or there is a need for support from neighbouring municipal jurisdictions and with approval from the EOC Commander, the MECG Liaison Officer or EOC Coordinator may request assistance by contacting the appropriate authorities in those municipal jurisdictions. (See Section 1.5 of the ERP for Mutual Aid Agreements)

When the resources of the Town of Tillsonburg are at capacity or there is a need for support from private or Non-Government Organizations (NGO), and with approval from the EOC Commander, the EOC Commander may authorize an MECG member to make the request for assistance by contacting the appropriate representatives for those organizations. A listing of the MOU's with volunteer based organizations is contained in Schedule "B" of the ERP.

6.2 Requesting Provincial Assistance

Where provincial assistance is required, which is outside of the normal departmental or service working agreements, the request will be made to Office of the Fire Marshal and or Emergency Management through the Provincial Emergency Operations Centre (PEOC).

6.3 Requesting Federal Assistance

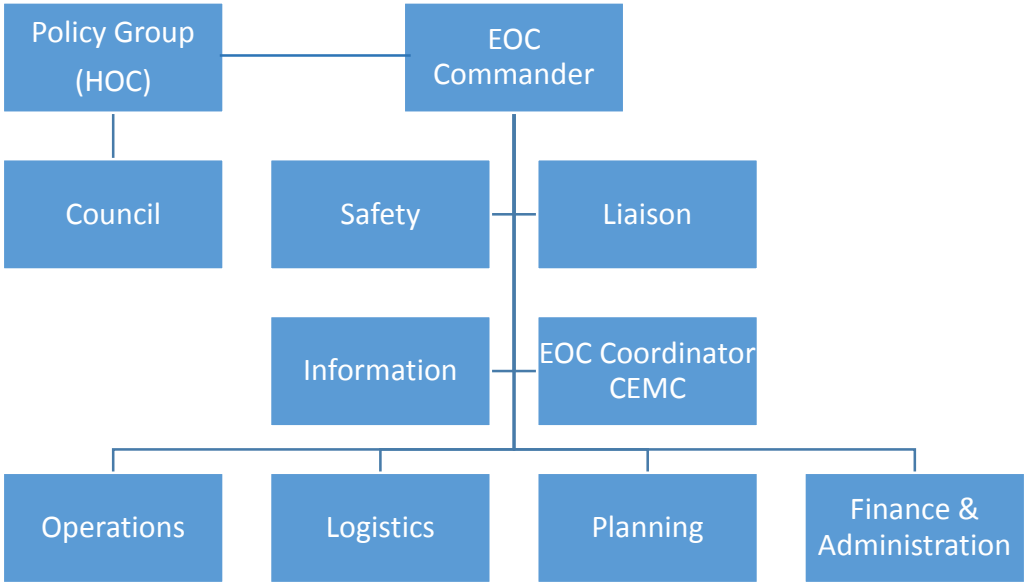
Requests for personnel or resources from the Federal Government are requested through the Provincial Emergency Operations Centre who in turn liaises with the Federal Government Operations Centre.

6.4 Support Agency Composition

When requested by the MECG, Support Agencies work in support of the EOC and site and include but are not limited to the agencies listed in Schedule "C". Support agency representatives may be invited to attend MECG or site meetings as required.

7. Incident Management System

The Town's Emergency Management Program adopts the principles of the Incident Management System (IMS). Based on five key functions that must occur during any emergency situation, IMS can be used for any size or type of emergency to manage response personnel, facilities, and equipment. Principles of the Incident Management System include the use of common terminology, modular organization, integrated communications, unified command structure, action planning, manageable span of control, and comprehensive resource management.



7.1 Incident Commander (Site)

The Incident Commander at site is a trained member from the lead agency for the emergency response and is responsible for and/or has the authority to:

a. Establish a Unified Command structure for the purpose of information sharing, establishing objectives regarding emergency site management and prioritizing resources where applicable between the responding agency Incident Commanders;
b. Designate an emergency site media coordinator to liaise with EIO;
c. Implement the strategy established by the MECG at the emergency site(s), if required;

d. Ensure that responding agencies make available the human and material resources that are required at the emergency site;
e. Maintain a communication link with the MECG for the flow of information regarding the management of the emergency site;
f. Maintain a record of events, decisions made and actions taken as Incident Commander;
g. Participate in a debriefing with MECG regarding the emergency, if required; and
h. Assist the CEMC in creating an after action report on the emergency.

Unified Command

The Unified Command system is a method used to carry out site command in which agencies responding to an incident will share responsibility. This may be necessary when incidents meet the following criteria:

- Multiple jurisdictions are involved,
- A single jurisdiction with multiple responding agencies sharing responsibility, or
- Multiple jurisdictions with multiagency involvement

If a Unified Command is needed, agency commanders representing agencies or jurisdictions that share responsibility for the incident may manage the response from a single command post or alternatively County or Municipal officials may be invited to the EOC as a member of the MECG to coordinate efforts. Under a Unified Command, a single, coordinated incident action plan will direct all activities.

7.2 Response Goals

The following response goals are applied to all emergency situations. In order of priority they are:

1. Provide for the health and safety of all responders.
2. Save lives.
3. Reduce suffering.
4. Protect public health.
5. Protect critical infrastructure.
6. Protect property.
7. Protect the environment.
8. Reduce economic and social losses.

7.3 Incident Management System Functions

7.3.1 Head of Council (Mayor or Deputy Mayor)

Responsibilities of the Head of Council include:

- Requesting County and/or Municipal level assistance.
- Declaration of an emergency.
- Termination of a declared emergency.

- Acting as an official spokesperson.
- Ensuring members of Council are notified and regularly updated of the emergency.
- Notifying the Mayors of adjoining municipalities of the emergency if required and providing any status reports.
- Leading the Policy Group

7.3.2 Policy Group (Council Members when sitting as Council)

Responsibilities of Councillors include:

- Receive information or reports during an emergency situation
- Provide any necessary overall policy direction to the MECG
- Changing/amending bylaws or policies.
- Termination of a declared emergency through the MECG
- Assist in relaying approved information to area residents;
- Attend community or evacuee meetings;
- Reassure constituents;
- Support actions taking place in the community;
- Liaise back through Mayor concerns from constituents; and
- Follow leadership and requests of the Mayor.

7.3.3 Municipal Emergency Control Group (MECG)

The primary responsibility of the MECG in an emergency is to support the emergency response activities of the site command and to ensure business continuity for the municipality. It is also the responsibility of the MECG to ensure that response priorities set out in section 7.2 are established, and that planning and response activities are coordinated, both within the EOC (i.e. between sections) and between sites and other EOCs.

The Municipal Emergency Control Group performs the following IMS positions:

- EOC Commander
- EOC Coordinator
- Emergency Information Officer
- Safety Officer (EOC)
- Liaison Officer
- Operations Section Chief
- Planning Section Chief
- Logistics Section Chief
- Finance and Administration Section Chief

7.3.4 Emergency Operations Centre Commander - (EOC) Commander

- Overall authority and responsibility for the activities of the EOC.

- Sets out priorities and objectives in conjunction with the MECG members for each operational period and ensures they are carried out.
- Liaises with the Policy Group (Head of Council) and advise whether or not a declaration and termination of an emergency is recommended.
- Ensures Council is updated
- Designates the geographical boundaries of the emergency area.
- Authorizes the extraordinary expenditure of municipal funds during the emergency.
- Confirms the adequacy of the expenditure limits as identified in the purchasing by-law.
- Approves emergency information releases.
- Establishes procedures to be taken for the safety or evacuation of persons in an emergency area in partnership with other agencies as needed.
- Determines what agencies or experts are required in the EOC.
- Determines which Command staff positions are required and ensures they are filled as soon as possible.
    - EOC Coordinator
    - Emergency Information Officer
    - Liaison Officer
    - Safety Officer
- Determines what General Staff positions are needed, assigns Section Chiefs as appropriate and ensures adequate staffing in sections as required.
    - Operations Chief
    - Planning Chief
    - Logistics Chief
    - Finance and Administration Chief

7.3.5 EOC Coordinator (CEMC)

- Ensures that the EOC is setup and operational
- Assist the EOC Commander in determining EOC staffing levels
- Provides EOC staff guidance and support regarding their roles and responsibilities
- Serves as an advisor to the EOC Commander and Section Chief's as needed, providing information and guidance related to the internal functions of the EOC and ensure compliance with existing emergency plans and procedures
- Assists the Liaison Officer with the coordination of agencies and/or departments within the EOC.
- Provides input on the strategic direction and advice to the MECG regarding emergency management issues
- Liaises with the neighbouring CEMCs, Office of Fire Marshal and Emergency Management, Provincial Emergency Operations Centre (PEOC) and other provincial and federal representatives and agencies as required.
- In conjunction with the EOC Commander, facilitates a debriefing with the EOC personnel and other appropriate agencies or organizations and prepares an After Action Report on the emergency.

7.3.6 Emergency Information Officer (EIO)

- Establishes and maintains media contacts.
- Ensures the Emergency Communications Team members have the training, skills and equipment required for the preparation of media releases and that pre-incident media releases are prepared for the events listed in Section 2 HIRA to enhance emergency timely communications to staff, council and the public in emergencies.
- Ensures the preparation of incident news releases; coordinating interviews, news conferences, media briefings and internal staff updates.
- Develops public information materials; providing messaging for use by Customer Service Centre, Emergency Communications Team and EOC staff.
- Establishes communications strategies for internal and external purposes.
- Monitors media and information sources.
- Liaises and coordinates messages with Site Media Officers and Emergency Communications Team.
- Ensures public safety information is provided in accessible formats as required by provincial legislation.
- Establishes a liaison at evacuation/reception centres to ensure the timely and accurate relaying of information to the evacuees.
- Ensures coordinated information messaging and releases with neighbouring jurisdictions and assisting agencies, including the Southwestern Public Health Unit media representatives.

7.3.7 Liaison Officer

- Invites required or requested agencies and stakeholders to the EOC, as identified by the EOC Commander and MECG and maintains contact when required.
- In coordination with the Emergency Information Officer, assist the EOC Commander in ensuring proper procedures are in place for communicating with the Policy Group.
- Establish and maintain contact with appropriate external agencies (such as: Utilities, Transportation, Volunteer Organizations, Private Sector, etc.) and share situation information, as needed.
- Liaises with the neighbouring Municipal officials, as needed

7.3.8 Safety Officer

- Coordinate and initiate critical incident stress and employee assistance programs
- Provides advice and assistance on matters related to occupational health and safety regulations for EOC personnel.
- Monitors, assesses, and recommends modifications to safety conditions in the EOC and halting unsafe operations, as necessary.
- Liaises and provides advice and support to site Safety Officer regarding health and safety issues for site personnel, as required.

7.3.9 Planning Section Chief

- Collects, processes, evaluates and displays situation information.
- Develops EOC Incident Actions Plans in coordination with other functions.
- Tracks the status of EOC issued resources.

- Plans for additional resources to ensure the continuity of the Municipal Emergency Control Group during extended operations by liaising with the Logistics Officer.
- Maintains all EOC documentation.
- Conducts advance planning activities and makes recommendation for action.
- Obtains technical experts for the EOC, as required.
- Plans for EOC demobilization of personnel and resources.
- Facilitates the transition to the recovery phase.

7.3.10 Logistics Section Chief

- Provides/acquires requested resources including personnel, facilities, equipment and supplies.
- Liaises with the Social Services Branch Coordinator and Police Branch Coordinator for the selection, operation and maintenance of suitable facilities for Reception Centres and Evacuation Centres.
- Opens and operates the facilities
- Arranges access to technological and telecommunication resources and support.
- Acquires and arranges resources for the transportation of personnel, evacuees and goods.
- Organizes and coordinates volunteers with or without the assistance of Non-Government Organizations
- Provides other support services such as arranging for food and lodging for workers within the EOC and other sites.

7.3.11 Finance and Administration Section Chief

- Monitors the expenditure process, and response and recovery costs.
- Coordinates claims and compensation.
- Tracks and reports on personnel time.
- Develops service agreements and/or contracts.
- Oversees the purchasing processes.
- Oversees the management of monetary donations

7.4 Operations Section

The Operations Section maintains direct contact with the site(s) and coordinates the overall site support response, in conjunction with other agencies and/or departments. The Operations Section is also responsible for gathering current situation information from the site and sharing it with the Planning Section and other MECG personnel, as appropriate; coordinating resource requests from the site level; and directing deployment of all EOC issued resources to the Incident Commander.

7.4.1 Operations Chief

- Ensures coordination of the Operations function including supervision of the various Branches required to support the emergency event.
- Ensures that operational objectives and assignments identified in EOC Action Plans are carried out effectively.

- Establishes the appropriate level of Branch and Unit organizations within the Operations Section, continuously monitoring the effectiveness and modifying accordingly.
- Consults with Planning Chief to clearly define areas of responsibility between the Operations and Planning Sections.
- Assists EOC command in determining the emergency boundary area and site vs. EOC responsibilities
- Maintains a communications link between Incident Commanders (sites), and the EOC for the purpose of coordinating the overall response, resource requests and event status information.
- Ensures that the Planning Section is provided with Branch Status Reports and Incident Reports.
- Conducts periodic Operations briefings for the EOC Commander and EOC Management Team, as required or requested.
- Approves special resource requests and/or obtains the EOC Commander's approval of critical and extra-ordinary resources.
- Supervises the Operations Section.

7.4.2 Operations Section Branch Coordinators

Branch Coordinators oversee the operations of a particular municipal department, division, section or outside agency. A Branch Coordinator is responsible for coordinating the activities of their department/agency site personnel and dispatch centre (if one exists). Additional Branch staff may be needed, dependent on the size of the emergency event and the support required. Branch Coordinators may include, but are not limited to:

7.4.2.1 Fire Services Branch Coordinator

- Establishes ongoing communications with Fire Site Commander.
- Provides a site Incident Commander as designated by the MECG.
- Arranges and coordinates fire suppression, as well as hazardous materials support operations.
- Coordinates fire branch activities with fire site personnel and fire dispatch centre.
- Liaises with the Oxford / Elgin & Norfolk County Fire Coordinators about the emergency and the need for additional resources required.
- Acquires and coordinates all mutual aid fire resources as necessary.
- Ensures an appropriate level of continuous fire protection services to the unaffected part of the municipality in accordance with legal obligations and available resources.
- Advises and provides consultation on the issue of evacuation / shelter in place relative to the number of citizens involved, and/or the size of the geographical area involved, under the jurisdiction of Fire Services.
- Assists in the alerting of persons endangered by the emergency.
- Implements the objectives of the EOC Action Plan assigned to the Fire Branch.
- Completes and maintains Branch Status Reports throughout the emergency.
- Maintains status of unassigned Fire Service resources.
- Provides routine status reports to the Operations Section Chief.

7.4.2.2 Parks and Forestry Branch Coordinator

- Coordinates activities and site personnel within the Parks and Forestry Services Branch.

- Coordinates parks, forestry, cemeteries and maintenance operations during the emergency, including clearing, storage and disposal of debris on municipally-owned properties.
- Liaises with the Public Works Branch Coordinator to prioritize resources according to the most critical needs of the municipality.
- Coordinates with the Planning Section Chief for mass burials in municipally-owned cemeteries.
- Coordinates with Ministry of Natural Resources and local conservation authorities as required.
- Provides routine status reports to the Operations Section Chief.

7.4.2.3 Public Works Branch Coordinator

- Establishes ongoing communications with Public Works Site Commander.
- Provides a site Incident Commander as designated by the MECG.
- Coordinates Public Works Branch activities with public works site personnel.
- Places all required Public Works employees on appropriate shifts upon being notified of activation of the Program.
- Advises the MECG with information and advice on transportation, engineering, critical infrastructure and public works matters including recovery and rehabilitation of municipal services, fleet, water, wastewater, environmental operations and levels-of-service.
- Liaises with the Managers of Transportation and Environmental Services and senior public works officials from neighbouring communities to ensure a coordinated response to transportation, engineering, critical infrastructure and public works matters as required.
- Provides assistance to other municipal departments and external organizations and agencies as required.
- Provides equipment in support of emergency site.
- Liaises with utilities and agencies to discontinue, maintain, or restore any engineering service or utility to consumers as required or determined by the MECG.
- Liaises with local community partners to provide special equipment, vehicles and personnel as required.
- Liaises with Ministry of the Environment and other relevant agencies and departments with respect to environment contamination.
- Liaises with local Conservation Authorities with respect to water levels during times of flooding or anticipated flooding.
- Supports traffic control operations as required.
- Surveys all other infrastructure systems, such as roads, bridges, sewer and water systems within the area.
- Ensures an appropriate level of continuous service to the unaffected part of the municipality in accordance with statutory obligations and available resources.
- Coordinates waste management issues including collection, processing and disposal.
- Coordinates debris removal services as required.
- Arranges, as required, for the Chief Building Official (or alternate) to inspect and take appropriate action for the demolition of unsafe buildings or required remedial actions for unsafe buildings.

- Provides routine status reports to the Operations Section Chief.
- Coordinates asset management for roads, bridges, water, wastewater and storm water and facilities programs.
- Ensures adequate emergency water supply/pressure for effective fire suppression operations.
- Arranges for the provision of emergency potable water supplies and sanitation facilities in co-ordination with the Medical Officer of Health and Logistics Section Chief.
- Ensures the clearing of blocked passageways in coordination with the Site Incident Commander, either inside or outside the emergency perimeter.
- Coordinates the removal of rubble for emergency response.

7.4.2.4 Building Inspection Branch Coordinator

- Provides and/or arranges for advice on the structural safety of buildings.
- Identifies and prioritizes damaged structures to be inspected.
- Coordinates building inspection personnel.
- Takes action to ensure the protection of the public including, but not limited to:
    - Upon a completion of an application, issues required building/demolition permits to property owners;
    - Prohibiting the use or occupancy of a building;
    - Order a building to be renovated, repaired or demolished to remove an unsafe condition; and
    - Take measures necessary to terminate the danger where a building is involved.
    - Provides technical expertise regarding the construction of buildings, as required.
    - Provides advice and assistance relating to the enforcement of municipal by-laws and property standards
    - Enforces by-laws by investigating to determine if there is a violation(s) and will take the necessary measures to ensure the violation(s) is corrected (compliance obtained).
    - Responds to citizen complaints and conducts proactive investigations.
    - Provides routine status reports to the Operations Section Chief.

7.4.2.5 Police Services Branch Coordinator

Ensures all necessary emergency services are notified as required.

- When legally required to do so, ensures an investigation is conducted and further ensures all other investigative agencies are notified and provides assistance as needed.
- Ensures a communication link is established between the MECG/EOC and the OPP On-Scene Command Post.
- Provides trained staff to act as the site media officer and ensure they liaise with the EIO and Incident Commander.
- Provides the MECG with advice on public safety matters.
- Ensures persons endangered by the emergency are alerted and provides coordination of evacuation procedures and management, including traffic control on evacuation routes.

- Liaise with the Social Services Branch Coordinator and Logistics Chief regarding the site(s) selected for reception centre(s) and the approximate time of arrival of the first evacuees.
- Ensures a police presence and/or security (via Logistics Section) is provided at the site, EOC, reception centres, holding areas and other facilities, as required.
- When required, assists the Incident Commander (IC) in fulfilling his/her responsibilities.
- Provides routine status reports to the Operations Section Chief.

7.4.2.6 Paramedic Services Branch Coordinator (EMS)

- In conjunction with the IC, assesses the need and the initial request for (special) emergency resources at the emergency site, e.g., multi-patient units, support units, air ambulances, etc., and any other medical resources required.
- Liaise with hospitals for the efficient distribution of casualties through the London Central Ambulance Communication Centre (CACC) Dispatch.
- Notifies and requests assistance of the Ontario Ministry of Health and Long-Term Care, Emergency Health Services Branch through Ontario Health West.
- Liaise with neighbouring Paramedic Services regarding areas of mutual concern which may include coverage issues, distribution of patients to area hospitals and any other issues needed in pre-hospital care.
- In conjunction with the IC, assess the need and initial request for on-site medical teams from hospitals and whether assistance is required from Police or other emergency services in providing transportation to the scene for these medical teams.
- When required, assists the Incident Commander (IC) in fulfilling his/her responsibilities.
- Liaise with the Public Works Branch Coordinator in providing busses for low acuity patients.
- Liaise with the Social Services Branch Coordinator and the Medical Officer of Health (MOH) regarding the evacuation of persons requiring ambulance or other stretcher transportation and assist with the organization.
- Provides routine status reports to the Operations Section Chief.
- Acts as a coordinating link with the LHIN for all health services at the EOC, as appropriate.

Note: Hospitals will not routinely provide on-site triage or medical teams. Medical assistance may be requested to deal with extraordinary instances such as prolonged and extensive entrapment, etc. Emergency Medical Assistance Team (EMAT) may be requested through the Provincial Emergency Operations Centre (PEOC).

7.4.2.7 Public Health Branch Coordinator (Medical Officer of Health)

- Liaise with the Provincial Ministry of Health and Long-Term Care (MOHLTC), Public Health Ontario (PHO), and Ontario Health West as needed.
- Notify the MECG/EOC of potential threats.
- Liaise and coordinate with community health care partners as needed, as part of the Public Health emergency response (e.g., physicians, hospitals, etc.).

- Provides advice and recommendations to the public on matters which affect the health of the community (e.g., boil water advisory, preventive measures for infectious disease outbreaks).
- Coordinates the health response to public health emergencies or emergencies with public health impacts (e.g., infectious disease outbreaks, contamination of the drinking water, etc.), according to Ministry of Health and Long-Term Care direction, the Ontario Public Health Standards, the Health Protection and Promotion Act, and/or other relevant legislation (e.g., Safe Drinking Water Act). The Public Health response would be aligned with the County's emergency response.
- Liaise with the Public Works Branch Coordinator to ensure the safety of drinking water and appropriate sanitation services.
- Liaise with the Social Services Branch Coordinator and provide support specific to reception/evacuation centres, or other temporary lodging sites, in the areas of:
    - environmental health consultation (food, water safety, sanitation and infection control practices)
    - participation in intake of clients at a reception/evacuation centre;
    - infectious disease case management and surveillance; and
    - infectious disease outbreak control
- Provides routine status reports to the Operations Section Chief.

7.4.2.8 Oxford County Human Services Branch Coordinator

- Implements the Emergency Social Services (ESS) Plan that is aimed at providing services to those people displaced as a result of an emergency or disaster.
- Ensures reception centres are established, operated, staffed and closed, with the assistance of Parks and Recreation, Public Health and Police Branches and designated volunteer agencies for the registration, feeding, care, clothing, welfare and shelter of persons using the centres.
- Liaise with the logistics Section Chief with respect to determining the location of the reception centre when using a municipal facility.
- Ensures that property representative(s) is/are notified when a public or private facility(s) is/are required as reception centre(s)
- Determines whether additional reception centres need to be opened.
- Liaise with the Police Branch Coordinator (or designate) and the Logistics Section Chief with respect to the establishment of reception centres, security and other areas of mutual concern.
- Liaise with the Logistics Section Chief and Public Health and Fire Branch Coordinators on areas of mutual concern regarding operations in reception centres when requested by reception centre personnel including:
    - Food safety and water quality
    - General sanitation and health hazards
    - Infection prevention and control
    - Accommodation standards for emergency lodging
    - Assessment of the health risks of the affected community
    - Fire protection

- Liaise with Public Works and local transportation companies (if needed) for the provision of transportation of evacuees to and from reception centre.
- Oversees the management of donated goods other than monetary donations
- Provides routine status reports to the Operations Section Chief.

7.5 Emergency Management Support Roles

7.5.1 EOC SCRIBES

- Reports to the EOC or Site Command as directed by the Planning Chief or delegate.
- Performs duties as assigned by their Commander, Coordinator, or MECG member, including maintaining event boards, accurate and organized records and logs.
- Ensures a thorough briefing and transfer of information to anyone relieving them of their duties.
- Ensures all records and logs are submitted to the Planning Section Chief at the conclusion of the emergency/event.

7.5.2 Information Technology (IT) & Geographic Information System (GIS)

- Reports to the EOC or Site Command as directed by the Planning Section Chief or designate
- Performs duties as requested by the MECG or Site Command
- Creates a common operating picture through the creation of GIS mapping.
- Provides data estimates relating to the emergency, including affected population and the number of structures or facilities.
- Ensures their equipment and software is in a state of operational readiness.

7.5.3 Municipal Call Centre Coordinator

- Reports to the Emergency Information Officer.
- Manages the Customer Service Centre.
- Ensures tracking of inquires/questions from the public are recorded at the Customer Contact Centre.
- Disseminates approved emergency information and messages to the Customer Contact Centre personnel for public inquiries.

7.5.4 Emergency Communications Team

During an emergency efficient communication with all stakeholders is essential. This will expedite the municipality's efforts to assist the public in coping with and recovering from a major emergency. The Emergency Communications Team, led by the Emergency Information Officer, is comprised of trained municipal staff and coordinates communications from the municipality and its supporting agencies. The Team provides a direct link from the EOC to media, municipal staff, community leaders, businesses and public, to deliver critical information before an impending emergency (if applicable), during and after a major disaster or public emergency. In the event that a municipal emergency is escalated to a provincial or federal emergency, the highest level of government will be the lead emergency information agency with support from the municipality.

The Emergency Communications Team is responsible for and not limited to:

- Work with MECG re internal and external communication.
- Develop communications strategy, key messages, etc. as the situation dictates.
- Notify media, community support agencies, service providers, etc.
- When applicable, arrange for 211 support to get incident-related messages to the public.
- Work in coordination with other agencies and government communication teams.

Media monitoring, including traditional and various social media platforms to ensure concerns from the public are received and accurate information is being relayed to the public. Corrections to inaccurate information are made through the Town of Tillsonburg approved media releases and updates.

8. Emergency Management Program Supporting Documents

This section outlines supporting documents and/or plans to help support the emergency response and recovery issues. A list of supporting plans and critical support documents is outlined in Schedule "F".

9. Compensation for Losses

The Municipal Disaster Recovery Assistance (MDRA) program may help municipalities address extraordinary emergency response costs and damage to essential property or infrastructure like bridges, roads and public buildings, as a result of a natural disaster.

The Disaster Recovery Assistance for Ontarians (DRAO) program may provide assistance to individuals, small businesses, farmers and not-for-profit organizations that have experienced damage to, or loss of, essential property as a result of a natural disaster.

For further information, visit the website of the Ministry of Municipal Affairs and Housing.

10. Emergency Management Program Review and Maintenance

The Town of Tillsonburg will be maintained and distributed by the Community Emergency Management Coordinator (CEMC) to the public via the Town of Tillsonburg public website.

The Program will be reviewed annually by the Emergency Management Program Committee. The review and recommended revisions will be coordinated by the CEMC.

The Program shall be revised only by By-law; however, revisions to the schedules, appendices and minor administrative or housekeeping changes may be made by the CEMC in consultation with the Emergency Management Program Committee and the Town Clerk.

It is the responsibility of each person, agency, service or department identified within the Program to notify the CEMC forthwith, of the need for any administrative changes or revisions to the ERP or supporting plans.

The CEMC or designate is responsible for maintaining a current confidential contact list for EOC personnel and Support Agencies.

Each Department and Support Agency involved with this Plan should prepare emergency response procedures or guidelines (i.e. Departmental Emergency Plan) outlining how it will fulfil its own internal responsibilities under this Plan during an emergency.

Each Department and Support Agency should designate a member of its staff to review, revise and maintain its own functional emergency response procedures or guidelines on a periodic basis.

10.1 Exercising of the Emergency Management Program

At least one exercise will be organized and conducted annually by the CEMC and EMPC in order to test the overall effectiveness of the ERP. Recommendations arising from the annual exercise shall be considered by the Emergency Management Program Committee for revisions to the ERP.

10.2 Program Distribution

Electronic or hardcopy of the Emergency Management Program will be provided to EOC personnel, partner organizations and agencies, the Province, and bordering municipalities and regions that may have a role to play in responding to or providing assistance for emergencies in the Town of Tillsonburg.

10.3 Revision History

Rev. No.	Revised by	Revision Date

10.4 Abbreviations

AAR	After Action Report
CACC	Central Ambulance Communication Centre
CAO	Chief Administrative Officer
CEMC	Community Emergency Management Coordinator
CN	Canadian National Railway
CP	Canadian Pacific Railway
CPIPP	Community Pandemic Influenza Preparedness Plan
DRAO	Disaster Recovery Assistance for Ontarians
EIO	Emergency Information Officer
EMCPA	Emergency Management and Civil Protection Act
EMPC	Emergency Management Program Committee
EMO	Emergency Management Ontario
EMS	Oxford County Paramedic Services
EOC	Emergency Operations Centre
GIS	Geographic Information System
HAZMAT	Hazardous Materials
HIRA	Hazard Identification and Risk Assessment
HOC	Head of Council
IAP	Incident Action Plans
IMS	Incident Management System
MDRAO	Municipal Disaster Recovery Assistance for Ontarians
MECG	Municipal Emergency Control Group
MOECP	Ministry of Environment, Conservation and Parks
MOH	Medical Officer of Health
MOHLTC	Ministry of Health and Long-Term Care
MOU	Memorandum of Understanding
MNRF	Ministry of Natural Resources and Forestry
MP	Local Members of Federal Parliament
MPP	Local Members of Provincial Parliament
MTO	Ministry of Transportation
OCHS	Oxford County Human Services
OFM	Office of the Fire Marshal
PEOC	Provincial Emergency Operations Centre
RCP	Recreation, Parks & Culture
REACT	Radio Emergency Associated Communications Team
SPCA	Society for the Prevention of Cruelty of Animals

11. SCHEDULE “A” Emergency Mutual Aid and Assistance Agreements

To be added.

12. SCHEDULE “B” List of Volunteer-Based Organizations

To be added.

13. SCHEDULE “C” List of Support Agencies

- Southwestern Public Health Unit
- Tillsonburg Hydro Inc.
- Hydro One
- Enbridge
- Tillsonburg District Memorial Hospital
- Salvation Army
- Red Cross
- Dodsley Propane / Superior Propane
- Ontario Society for the Prevention of Cruelty to Animals (OSPCA)
- Provincial and Federal Ministries as required, i.e. MOECC, MTO, MNR
- Long Point Regional Conservation Authority (LPRCA)
- Thames Valley District School Board
- London District Catholic School board
- Representatives from any other service organization or agency deemed necessary by the Municipal Emergency Control Group.
- NGO Alliance is contact for agencies listed in chart below

Appendix "A" By-law #2022-083 - TOWN OF TILLSONBURG EMERGENCY MANAGEMENT PROGRAM

NGO ALLIANCE of ONTARIO CONTINUUM

EVENT	PREPAREDNESS	RESPONSE	RECOVERY	REBUILDING
Canadian Red Cross	• Public messaging as a trusted agent • Deliver public education to help communities prepare for disasters • Help build resiliency • Joint exercises and planning with communities	• Registration, Family reunification, Emergency food, clothing and shelter services, medical care and psychosocial support • Reception Center and Shelter Management province-wide • Coordinate with all levels of government • Volunteer management and mobilization	• Support to self-recovery (direct aid and community initiatives), shelter and lodging services and supports, Livelihood and small business support • Case management, cash transfer programs, community grant programs and community engagement • Donation management • Volunteer management	• Ongoing Case Management (as required)
The Salvation Army	• Training (internal curriculum & through EMO) • Participation in joint exercises • Frequent deployment & conditioning • Integration in routine response procedures with partner agencies. • Public messaging as a trusted agent	• Mass Feeding • Spiritual & Emotional Care • CISM Debriefings • Clothing Distribution	• Feeding (Survivors, Responders and Volunteers) • CISM Debriefings (as needed) • Clothing Distribution	
Samaritan's Purse	• Lighthouse Church & Teams Program • Training of Site Leadership • Public messaging as a trusted agent	• Disaster Assessment Team Deployments • Deployment of Leadership Teams and Assets • Engagement with Provincial & Regional EM Coordinators • Engagement with Municipal EM Coordinators & ESS	• Home & Property Clean-Up and Reclamation • Roof Tarping • Mold Abatement (flood events) • Episodic Volunteer Management • Rapid Response Chaplaincy	• Assist Long Term Recovery Organizations to develop definite recovery systems and programs • Assist LTRO with Initial Case Management Information
Mennonite Disaster Service	• Public messaging as a trusted agent • Create study material 'Preparing for Disaster'	• MDS Executive assess disaster situation to determine response needs in collaboration with partner agencies • Volunteers with equipment and volunteers	• Cleanup and debris removal of residences after floods and windstorms • Works in collaboration with partner agencies • Recovery assessment & physical & emotional support	• Repair and rebuilding of owner-occupied homes after floods, windstorms and fires if owner cannot with own resources • Collaboration and nurturing of Long-Term Recovery Orgs. • MDS does not supply building supplies
World Renew	• Regional Managers (USA & Canada) meet semi-annually • Personnel Resource Management allocations aligned • Public messaging as a trusted agent • Monthly coordination calls	• Regional Managers assess disaster situation (on-site if possible) to determine how World Renew could respond • Some capability for Rapid Response: e.g. tree limb removal, muck-out	• Volunteer Support for Clean-Up efforts (usually in partnership with SPC or MDS)	• Assist in minor or major repairs and home rebuilding • Provide community needs assessment • Assist Long Term Recovery Organizations to develop definite recovery systems and programs
St. John Ambulance	• Internal / External Exercises • Public education, training and products to encourage personal self-sufficiency and community resiliency • Public messaging as a trusted agent	• Evacuation Centre First Aid • Medical first response and health care support services • Assist with transportation of ill, injured, or vulnerable persons • Health-related screening and residential inspections • Assist in the evacuation of hospitals and other health care facilities	• Assisting in the search for missing or lost persons	
Ontario SPCA	• Public messaging as a trusted agent • Provide communities and individuals with awareness and education on being prepared for emergency situations	• Deploys a team of professionals to assist with sheltering and evacuating animals	• Will assist in the reunification of animals and their owners	
Disaster Response Ministry	• Public messaging as a trusted agent • Personal preparedness workshops for members • Church preparedness and safety plans • Volunteer training and equipping	• In kind donation management • Crisis Care (trauma counselling) • Volunteer management	• In kind donation management • Crisis Care (trauma counselling) • Volunteer management	
Team Rubicon Canada	• Hazard Mitigation (Fire/ Flood) • Incident Management Training (ICS and IMS) • Crisis Preparedness Training	• Crisis Planning • Rapid Damage and Impact Assessment • Disaster Mapping • Incident Management Assistance Team • Spontaneous Volunteer Management (Type 4: Emergent Groups)	• Work Order Management • Infrastructure Support (Mold Remediation) • Debris Removal / Expedient Home Repairs • Incident Management Assistance Team	• Assist long term recovery organizations.

14. SCHEDULE "D" Hazard Identification Risk Assessment

Hazard / Emergency		Frequency		Severity	RISK	Level of Risk
Tornado	2	Unlikely	8	Major	16	HIGH
Explosion / Fire	5	Certain	5	Moderate	25	HIGH
Snowstorm / Blizzard	5	Certain	5	Moderate	25	HIGH
Transportation Emergency - Air	2	Unlikely	8	Major	16	HIGH
HAZMAT Spill - Fixed Site Incident	4	Likely	5	Moderate	20	HIGH
Freezing Rain / Ice Storm	5	Certain	5	Moderate	25	HIGH
HAZMAT Spill - Fixed Site Incident	4	Likely	5	Moderate	20	HIGH
Terrorism / CBRNE	2	Unlikely	8	Major	16	HIGH
Human Health Emergency - Pandemic	2	Unlikely	8	Major	16	HIGH
Critical Infrastructure Failure	3	Probable	5	Moderate	15	MEDIUM
Cyber Attack	3	Probable	5	Moderate	15	MEDIUM
Flood - Urban	3	Probable	5	Moderate	15	MEDIUM
Transportation Emergency - Rail	3	Probable	5	Moderate	15	MEDIUM
Extreme Temperatures - Cold Wave	3	Probable	5	Moderate	15	MEDIUM
Extreme Temperatures - Heat Wave	3	Probable	5	Moderate	15	MEDIUM
HAZMAT Spill Transportation Incident	3	Probable	5	Moderate	15	MEDIUM
Human Health Emergency - Epidemic	3	Probable	5	Moderate	15	MEDIUM
Oil / Natural Gas Emergency	3	Probable	5	Moderate	15	MEDIUM
Special Event	3	Probable	5	Moderate	15	MEDIUM
Drinking Water Emergency	3	Probable	5	Moderate	15	MEDIUM
Building / Structure Collapse	3	Probable	5	Moderate	15	MEDIUM
Transportation Emergency - Road	3	Likely	5	Moderate	15	MEDIUM
Lightning	5	Certain	2	Minor	10	LOW
Windstorm	5	Certain	2	Minor	10	LOW
Flood - Riverine	3	Probable	2	Minor	6	LOW
Fog	5	Certain	2	Minor	10	LOW
Drought / Low Water	3	Probable	2	Minor	6	LOW
Earthquake	2	Unlikely	5	Moderate	10	LOW
Dam Failure	2	Unlikely	5	Moderate	10	LOW
Drought / Low Water	2	Unlikely	5	Moderate	6	LOW
Earthquake	2	Unlikely	5	Moderate	10	LOW
Energy Emergency (Supply)	2	Unlikely	5	Moderate	10	LOW
Forest / Wildland Fire	3	Probable	2	Minor	6	LOW
Hurricane	2	Unlikely	2	Minor	4	LOW
Land Subsidence	2	Unlikely	4	Minor	8	LOW
Hail	5	Likely	2	Minor	10	LOW
Food Emergency	2	Unlikely	5	Moderate	10	LOW
Erosion	2	Unlikely	2	Minor	4	LOW
Civil Disorder	2	Unlikely	2	Minor	4	LOW
Geomagnetic Storm	2	Unlikely	4	Moderate	6	LOW
Farm Animal Disease	2	Unlikely	2	Minor	4	LOW

15. SCHEDULE “E” Critical Infrastructure List (CI)

(Omitted intentionally)

16. SCHEDULE “F” Emergency Management Program Support Documents and Plans

(Omitted intentionally)

17. SCHEDULE "G" Emergency Declaration Checklist

Town of Tillsonburg Emergency Declaration Form based on Provincial Emergency Declaration Checklist in Consideration of a Declaration of Emergency
(Note: All references in this document refer to the Emergency Management and Civil Protection Act, R.S.O. 1990, Chapter E.9, as amended 2006)

* This checklist is for use by municipal heads of council considering the declaration of an emergency within their municipality. This checklist is not intended to provide any sort of legal advice – it is merely a reference tool.

An emergency is defined under the *Emergency Management and Civil Protection Act* as "a situation, or an impending situation that constitutes a danger of major proportions that could result in serious harm to persons or substantial damage to property and that is caused by the forces of nature, a disease or other health risk, an accident or an act whether intentional or otherwise [Section 1, definition of an emergency].

Under the *Emergency Management and Civil Protection* Act, only the head of council of a municipality (or his or her designate) and the Lieutenant Governor in Council or the Premier have the authority to declare an emergency. The Premier, the head of council, as well as a municipal council, have the authority to terminate an emergency declaration [Sections 4 (1), (2), (4)].

An emergency declaration may extend to all, or any part of the geographical area under the jurisdiction of the municipality [Section 4 (1)].

If the decision is made to declare an emergency, the municipality must notify Emergency Management Ontario (on behalf of the Minister of Community Safety and Correctional Services) as soon as possible [Section 4 (3)]. Although a verbal declaration of emergency is permitted, all declarations should ultimately be made in writing to ensure proper documentation is maintained. Written declarations should be made on municipal letterhead, using the template provided by Emergency Management Ontario, and should be faxed to (416) 314-0474. When declaring an emergency, please notify the Provincial Emergency Operations Centre at 1-866-314-0472.

When considering whether to declare an emergency, a positive response to one or more of the following criteria ***may*** indicate that a situation, whether actual or anticipated, warrants the declaration of an emergency:

General and Government:

- ❑ **Is the situation an extraordinary event requiring extraordinary measures?**
  [Section 4 (1) permits a head of council to "take such action and make such orders as he or she considers necessary and are not contrary to law" during an emergency.]

- **Does the situation pose a danger of major proportions to life or property**? [Section 1, definition of an emergency]
- **Does the situation pose a threat to the provision of essential services (e.g., energy, potable water, sewage treatment/containment, supply of goods or medical care)?** [Some situations may require extraordinary measures be taken or expenditures be made to maintain or restore essential services. A declaration of emergency may allow a head of council to expend funds outside of his or her spending resolutions and/or the regular approval process of the municipality.]
- **Does the situation threaten social order and the ability to govern?** [Whether due to a loss of infrastructure or social unrest (e.g., a riot), a crisis situation has the potential to threaten a council's ability to govern. In such cases, extraordinary measures may need to be taken. Section 4 (1) provides for extraordinary measures, not contrary to law. Section 55 (1) of the *Police Services Act* provides for the creation of special policing arrangements during an emergency.]
- **Is the event attracting significant media and/or public interest?** [Experience demonstrates that the media and public often view the declaration of an emergency as a decisive action toward addressing a crisis. It must be made clear that an "emergency" is a legal declaration and does not indicate that the municipality has lost control. An emergency declaration provides an opportunity to highlight action being taken under your municipal emergency response plan.]
- **Has there been a declaration of emergency by another level of government?** [A declaration of emergency on the part of another level of government (e.g., lower-tier, upper-tier, provincial, federal) may indicate that you should declare an emergency within your municipality. For example, in the event of a widespread disaster affecting numerous lower-tier municipalities within a county, the county will likely need to enact its emergency response plan and should strongly consider the declaration of an emergency. In some cases, however, a declaration of emergency by a higher level of government may provide sufficient authorities to the lower-tier communities involved (e.g., municipalities operating under the authority of a provincial or federal declaration).]

Legal:

- **Might legal action be taken against municipal employees or councillors related to their actions during the current crisis?** [Section 11 (1) states that "no action or other proceeding lies or shall be instituted against a member of council, an employee of a municipality, an employee of a local services board, an employee of a district social services administration board, a minister of the Crown, a Crown employee or any other individual acting pursuant to this Act or an order made under this Act for any act done in good faith in the exercise or performance or the intended exercise or performance of any power or duty under this Act or an order under this Act or for neglect or default in the good faith exercise or performance of such a power or duty." Section 11 (3), however, states "subsection (1) does not relieve a municipality of liability for the acts or omissions of a member of council or an employee of the municipality…."]
- **Are volunteers assisting?** [The *Workplace Safety and Insurance Act* provides that persons who assist in connection with a declared emergency are considered "workers" under the Act and are eligible

for benefits if they become injured or ill as a result of the assistance they are providing. This is in addition to workers already covered by the Act.]

Operational:

- **Does the situation require a response that exceeds, or threatens to exceed the capabilities of the municipality for either resources or deployment of personnel?** [Section 4 (1) permits the head of council to "take such action and make such orders as he or she considers necessary and are not contrary to law to implement the emergency plan." Section 13 (3) empowers a municipal council to "make an agreement with the council of any other municipality or with any person for the provision of any personnel, service, equipment or material during an emergency."]
- **Does the situation create sufficient strain on the municipal response capability that areas within the municipality may be impacted by a lack of services, thereby further endangering life and property outside areas directly affected by the current crisis?** [Some situations may require the creation of special response agreements between the municipality and other jurisdictions, private industry, non-government organizations, etc. Section 13 (3) states that the "council of a municipality may make an agreement with the council of any other municipality or with any person for the provision of personnel, service, equipment or material during an emergency."]
- **Is it a consideration that the municipal response may be of such duration that additional personnel and resources may be required to maintain the continuity of operations?** [In the event of a large-scale crisis, such as an epidemic or prolonged natural disaster, municipal resources may not be able to sustain an increased operational tempo for more than a few days. This is particularly true if emergency workers are injured or become ill as a result of the crisis. In such a case, the municipality may need to utilize outside emergency response personnel. Section 13 (3) provides for mutual assistance agreements between municipalities.]
- **Does, or might, the situation require provincial support or resources?** [Provincial response (e.g., air quality monitoring, scientific advice, airlift capabilities, material resources, etc.) may involve numerous ministries and personnel. Activation of the municipal emergency response plan, including the opening of the Emergency Operations Centre and meeting of the Community Control Group, can greatly facilitate multi-agency and multi-government response.]
- **Does, or might, the situation require assistance from the federal government (e.g., military equipment)?** [Section 13 (2) authorizes the Solicitor General, with the approval of the Lieutenant Governor in Council, to make agreements with the federal government. In Canada, federal emergency assistance is accessed through, and coordinated by, the province. The declaration of an emergency may assist a municipality in obtaining federal assistance.]
- **Does the situation involve a structural collapse?** [Structural collapses involving the entrapment of persons *may* require the deployment of one or more Heavy Urban Search and Rescue (HUSAR) teams. Ontario has a HUSAR team. This team is specially equipped and trained to rescue persons trapped as a result of a structural collapse. Any municipality in the province can request a HUSAR deployment to a declared emergency. Requests for HUSAR resources should be made through your local mutual aid fire coordinator. Approval for the dispatch of the HUSAR team comes from the Commissioner of Emergency Management.]

- **Is the situation a large-scale or complex chemical, biological, radiological, or nuclear (CBRN) incident?** [Response to CBRN incidents requires specialized resources and training. Ontario is developing three CBRN teams to respond to incidents throughout the province. CBRN teams are only dispatched to declared emergencies. Requests for a CBRN deployment should be made through your local mutual aid fire coordinator. Approval for the dispatch of CBRN teams comes from the Commissioner of Emergency Management.]
- **Does the situation require, or have the potential to require the evacuation and/or shelter of people or animals [livestock] from your municipality**? [Evacuee and reception centres often use volunteers as staff. As noted above, the declaration of an emergency enacts certain parts of the *Workplace Insurance and Safety Act* related to volunteer workers. Secondly, an evacuation or sheltering of citizens has the potential to generate issues pertaining to liability. Section 11 of the *Emergency Management and Civil Protection Act* may provide municipal councillors and employees with certain protections against personal liability.]
- **Will your municipality be receiving evacuees from another community?** [The issues discussed in the previous bullet may apply equally to municipalities accepting evacuees.]

Economic and Financial:

- **Does the situation pose a large-scale disruption to routine patterns of transportation, or re-routing of large numbers of people and vehicles?** [The rerouting of people and vehicles poses a potential liability risk. Keeping persons from their homes and delaying commercial traffic are both sensitive issues. Section 11 of the Act may provide certain protection from liability. Section 4 (1) allows for extraordinary measures to be taken, providing they are not contrary to law.]
- **Is an event likely to have a long term negative impact on a community's economic viability/sustainability, including resulting unemployment, lack of available banking services and restorative measures necessary to re-establish commercial activity?** [The declaration of an emergency may facilitate the ability of the municipality to respond to economic losses.]
- **Is it possible that a specific person, corporation, or other party has caused the situation?** [Section 12 states that "where money is expended or cost is incurred by a municipality or the Crown in the implementation of an emergency plan or in connection with an emergency, the municipality or the Crown, as the case may be, has a right of action against any person who caused the emergency for the recovery of such money or cost…."]

18. SCHEDULE "H" Declaration of Emergency Form

Town of Tillsonburg Declaration of Emergency Form

Declaration of Municipal Emergency

I _____ hereby declare an

(Mayor or Elected Head of Council)

Emergency in accordance with the Emergency Management and Civil Protection Act, R.S.O. 1990, c.E.9, s.4. (1) Due to the emergency described herein

For the Emergency Area or part thereof described as:

Signed _____

Title _____

This _____day of _____ 20___ at _____A.M/PM

In the Municipality of the Corporation of the Town of Tillsonburg

Fax to Provincial Emergency Operations Centre Duty Officer at [redacted] and call the PEOC at [redacted] when completed.

19. SCHEDULE "I" Emergency Termination Form

Town of Tillsonburg Termination of an Emergency Form

Termination of Emergency

I _____ hereby declare that

(Mayor or Elected Head of Council)

the emergency related to _____ is terminated

(State the general description of the declared emergency)

in accordance with the Emergency Management and Civil Protection Act, R.S.O. 1990.

Signed _____

Title _____

This _____day of _____ 20___ at _____A.M/PM

In the Municipality of the Corporation of the Town of Tillsonburg

Fax to Provincial Emergency Operations Centre Duty Officer at [redacted] when completed.

20. SCHEDULE “J” Confidential Emergency Contact List

(Omitted intentionally)

Subject: Amendment to Policy 9-009: RZone Policy
Report Number: RCP 22-25
Department: Recreation, Culture and Parks Department
Submitted by: Andrea Greenway, Recreation Programs & Services Manager
Meeting Type: Council Meeting
Meeting Date: Monday, December 12, 2022

RECOMMENDATION

THAT Council receives report RCP-22-25, Amendment to Policy 9-009-: RZone Policy;

AND THAT Council approves and adopts the revised RZone Policy for the Town of Tillsonburg as presented;

AND THAT a By-Law to amend By-Law 4340, RZone Policy, be brought forward for Council's consideration.

BACKGROUND

On September 19, 2019 Council passed the following resolution regarding the RZone Policy:

Moved by: Councillor Rosehart

Seconded by: Councillor Gilvesy

THAT Council receives Report RCP 19-36 RZone Policy- Responsible Behaviour in Recreation Spaces;

AND THAT By-Law 4340 to adopt an RZone Policy, be brought forward for Council's consideration.

Carried

The Town's current RZone By-Law 4340 was adopted by Town of Tillsonburg Council and has been implemented in the Recreation, Culture and Parks Department. The

current By-Law is effective and the amendments will provide all departments with a tool to address inappropriate behaviour and to keep Town facilities safe.

DISCUSSION

The RZone policy has been implemented by the Recreation, Culture and Parks department in order to ensure a safe environment for staff, volunteers, patrons, and community members. The policy has been effective in providing staff with a tool to manage inappropriate behaviour and use enforcement guidelines to maintain fairness and consistency in how specific incidents are handled across the department.

The purpose of the RZone policy is to promote:

- Facilities that are free from violence, disrespect and other inappropriate behaviours;
- The safety and security of attendees, volunteers and staff at Town facilities;
- An environment of **Respect** for others, and **Responsibility** for one's actions for all those attending Town facilities;
- Reduced vandalism, violence and other inappropriate behaviours at Town facilities, through enforcement of the policy.

Since the policy was adopted, 18 RZone violations have been addressed in the Recreation, Culture and Parks department. Incidents included vandalism, theft, hate speech, refusal to follow facility rules, bringing weapons into a facility, soliciting minors, and harassment of staff. The violations were all successfully managed by using the Rzone policy and consequences ranged from warnings about behaviour to OPP involvement in investigating the incident and issuing Trespass Notices.

Implementing the RZone policy across the corporation was discussed at a recent managers meeting at the request of the By-Law department. All managers and the senior leadership team supported adopting this policy at a corporate level. By adopting the RZone policy across the corporation, all employees will be better equipped to manage inappropriate behaviour and hold those engaging in such behaviour accountable. The RZone policy is complimentary to the Workplace Violence and Harassment policy and the amended By-Law aligns with the Town of Tillsonburg's goal to ensure the safety of all staff, patrons, volunteers, and community members.

CONSULTATION

The Management Team and Senior Leadership team were consulted and the RZone policy was revised by RCP staff in collaboration with the Human Resources department.

Choose an item. Click or tap here to enter text.

FINANCIAL IMPACT/FUNDING SOURCE
There is no financial impact related to this report.

CORPORATE GOALS
How does this report support the corporate goals identified in the Community Strategic Plan?

☐ Lifestyle and amenities
☒ Customer service, communication and engagement
☐ Business attraction, retention and expansion
☐ Community growth
☐ Connectivity and transportation
☐ Not Applicable

Does this report relate to a specific strategic direction or project identified in the Community Strategic Plan? Please indicate section number and/or any priority projects identified in the plan.

Goal – The Town of Tillsonburg will strive for excellence and accountability in government, providing effective and efficient services, information, and opportunities to shape municipal initiatives**.**

Strategic Direction – Enhance employee engagement and training as the foundation for exceptional customer service.

Priority Project – Employee Engagement Strategy.

ATTACHMENTS
Appendix A - 9-009 Rzone Policy Amendments - REDLINE

~~RECREATION, CULTURE AND PARKS~~HUMAN RESOURCES

Policy ~~9-009~~HR-047: RZone Policy

Approval Date: September 9, 2019
Approval Authority: Council, By-Law 4340
Effective Date: September 9, 2019

Next Scheduled Review Year: 2023
Department: ~~Recreation, Culture and Parks~~Human Resources
Last reviewed: September 9, 2019
Revision Date/s:November, 2022
Schedules:

Policy Statement:
Tillsonburg's properties include facilities such as corporate offices, council chambers, customer service centre, airport, museum, arenas, swimming pools, parks, skate parks, trails, community centre, sports fields and associated parking lots. These properties provide residents with opportunities to interact with Town staff for business purposes and to enjoy social and recreational activities in a safe and positive environment.

Tillsonburg operates programs and properties that encourage public participation and is committed to ensuring the safety of all participants, spectators, volunteers and staff in accordance with the Occupiers' Liability Act, the Ontario Human Rights Code, The Occupational Health and Safety Act, the Trespass to Property Act, the Criminal Code, municipal by-laws and policies and other provincial legislation.

Throughout Tillsonburg, many programs, services and facilities are operated and managed by community volunteers. Tillsonburg wants to ensure that they have the ability to volunteer in a safe and positive environment. The user groups or contract holders utilizing Tillsonburg's facilities and property must take PRIMARY responsibility for the behaviour of all individuals associated with their usage of the facility or property; this includes the athletes, coaches, officials, spectators, volunteers, renters and users.

Purpose:
The RZone Policy requires persons using a Town facility, park, ~~or~~ program or service to respect others and take responsibility in helping the Town maintain a safe and comfortable environment for all participants, spectators, patrons, volunteers and staff. They have the right to expect that others will behave in a manner consistent with a safe and positive environment in public spaces. With this right comes the responsibility to be accountable for actions/behaviours that put the safety of others at risk. The RZone Policy helps to ensure that inappropriate behaviours are dealt with in an equitable and consistent manner.

The Town of Tillsonburg will have zero tolerance for inappropriate behavior, violence, indecency, hate speech or vandalism within its programs or properties, and will take appropriate action where necessary to deal with these incidents.

Scope:
The policy applies to all Tillsonburg Properties (including indoor and outdoor facilities) and activities that are being conducted on all of the properties – both structured (permit issued) and unstructured (no permit issued) and to all patrons and guests. The policy also applies to any interaction in the workplace (telephone, email, in Town vehicles, worksites) as well as any interaction that is a result of employment with the Town (ie: an interaction with a client/patron outside of work hours).

Policy Goals:
1. To provide a comfortable, respectful and safe environment for patrons and guests of the Towns programs, services and properties.
2. To provide a comfortable, respectful and safe work environment for Town of Tillsonburg staff and ~~community~~ volunteers. This policy will be applied in coordination with Tillsonburg's respect in the workplace, workplace harassment and violence policies.
3. To recognize and meet the needs of all Tillsonburg programs, services and properties to implement zero tolerance when dealing with inappropriate public conduct on Tillsonburg property.
4. To reduce or eliminate violence on town properties, both indoor and outdoor.
5. To increase the level of awareness of users regarding appropriate behaviour and the importance of a positive and supportive environment.
6. To ensure that wireless internet connections in Town of Tillsonburg facilities are used in keeping with the respectful and decent tone of a public facility used by children and families.
7. To outline the process that will be implemented to address inappropriate behaviour, violence, vandalism and the inappropriate use of technology.

Definitions:
Community Volunteer
a) A representative of a community hall group;
b) A representative of a field management group; or
c) A representative of a community group sponsoring a recognized Town of Tillsonburg special event.

Contract Holder
a) An individual who assumes personal responsibility for the contract;
b) Designated representative of a recognized minor or junior sports association; or
c) Legal entity or corporation.

Harassment

For the purpose of this policy, harassment is defined as engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome" as defined by the Ontario Human Rights Code and covered by the Town of Tillsonburg's Workplace Violence and Workplace Anti-Violence, Harassment and Sexual Harassment Policies.

Inappropriate Behaviours and/or Violence
For the purposes of this policy, the definitions of inappropriate behaviour and/or violence, inappropriate use of technology and vandalism include but are not limited to:

- Refusal to abide by specific program or facility rules and any contravention of Town by-laws, policies or procedures
- Verbal assaults (profanity and/or loud verbal assaults including racial or ethnic slurs, directed at participants, spectators, referees, staff and volunteers)
- Threats or attempts to intimidate
- Hate speech
- Throwing of articles in a deliberate or aggressive manner
- Aggressive approaches to another individual
- Attempts to goad or incite violence in others
- Physical striking of another individual
- Theft of property
- Vandalism
- Harassment
- Possession of weapons
- Participation in any illegal act on Town of Tillsonburg Property (i.e. drugs, drinking, use of tobacco products in areas designated tobacco free, etc.)

Inappropriate Use of Technology
For the purposes of this policy, inappropriate use of technology includes but is not limited to:

- Using technology devices to photograph images of participants, spectators, Town of Tillsonburg staff or volunteers without their express written consent using technology device(s) for illegal or criminal purposes.
- Invading or attempting to invade another person's privacy
- Sending or receiving documents, websites or pages that contain lewd, illegal or offensive materials via internet.
- Viewing, producing or exhibiting lewd, illegal or offensive materials, either hard copy or using technology devices.
- Sending or creating viruses, worms and other invasive computer programs
- Hacking or other unauthorized access or attempts thereof
- Illegal downloading or copying software or data.
- Inappropriate comments on the Town of Tillsonburg social media sites

Regular User Sport Group

Resident or non-resident sport organizations, that rent facilities on a weekly basis for the applicable sport season.

Rzone
Respect for yourself; Respect for others; and Responsibility for your actions.

Staff
Incident Review and follow-up staff shall mean the ~~Director of Recreation Culture and Parks and the Recreation, Programs and Services Manager.~~Manager of Human Resources and the Health & Safety Coordinator and Director of department that complaint falls under. All Rzone violation consequences must be approved by the department Director.

RZone Appeals Committee
Senior Leadership Team ~~except the Director of Recreation Culture and Parks~~

Vandalism
For the purpose of this policy, vandalism is defined as the deliberate act of destruction or damage to Town of Tillsonburg owned property, buildings, or equipment. Examples of vandalism include but are not limited to:

- Glass breakage
- Graffiti
- Theft
- Arson

Enforcement Procedures:
In accordance with the Occupiers' Liability Act, the Occupational Health and Safety Act, the Trespass to Property Act, the Criminal Code, municipal by-laws and policies and other provincial legislation, contract holders and community volunteers are authorized to initiate enforcement options at Town of Tillsonburg programs and properties.

In the event that the contract holder or community volunteer cannot control the situation:

1. When possible, Town of Tillsonburg facility staff will be asked for assistance; or
2. In the event that Town of Tillsonburg facility staff are not available, the contract holder and/or community volunteer will contact the Ontario Provincial Police (OPP) for assistance.

When inappropriate behaviour, violence, vandalism or inappropriate use of technology is witnessed:

1. Assess situation to determine if policy should be enacted.
2. Request that the identified party, without jeopardizing one's safety, cease the inappropriate behaviour and/or violence immediately.
3. Advise the identified party that failure to cease the inappropriate behaviour, violence, vandalism or inappropriate use of technology that jeopardizes the safety of others or themselves, will result in police being called and advise they will be considered to be trespassing.

4. If the individual refuses to cease inappropriate activity, do not engage in argument or physical confrontation, call the police (911) and report the individual(s) immediately.
5. Advise authorized staff of the situation, if applicable.
6. Complete all aspects of the RZone Incident Form and submit to **the ~~Director of Recreation, Culture and Parks~~Manager of Human Resources within three (3) business days of the incident**.
7. Incident will be reviewed by ~~Recreation, Culture & Parks~~Human Resources staff.
8. Follow up action will be taken and documented.

Incident Review and Follow-up:
This process will be administered by the ~~Recreation, Culture and Parks~~ Human Resources department upon receipt of an RZone Incident Report.

1. Staff will review the RZone Incident Form. As well, staff may view available video of the occurrence and follow up with interviews if necessary.
2. Staff will contact the Ontario Provincial Police to determine if a report has been filed and obtain any further information or details related to the incident.
3. Should the incident be associated with a contract holder or community volunteer at the time of occurrence, staff will work with the contract holder or community volunteer to determine the details of the incident.
4. Staff (and the contract holder or community volunteer, if applicable) will meet with the individual(s) responsible for the inappropriate behaviour, violence, vandalism or inappropriate use of technology to review the suspension and issue the letter of suspension. Facility staff, contract holder and/or community volunteer and the police will be notified when applicable and copied regarding outcome of the investigation.
5. Should the individual(s) choose not to meet, a letter of suspension will be sent by staff utilizing registered mail (if address is known).
6. Should the incident involve damages to a Town of Tillsonburg facility or result in increased maintenance, an invoice for recover of repair of damages, including materials and labour and an administrative fee will be charged.
7. There will be no reconsideration by the Town of Tillsonburg with respect to the length of the suspension time given, unless new information becomes available.
8. Following the fifth (5th) anniversary of a reported incident, with no further contraventions of this policy, the individual's record will be expunged.

Appeal Process:
Individuals may appeal an RZone suspension by using the following process:

1. Individual(s) wishing to appeal any disciplinary measure may present their case in writing, accompanied with a mandatory $100 fee to the RZone Appeals Committee within 14 days of the decision. The fee will be refunded if the appeal is successful.
2. The RZone Appeals Committee will review the in consultation with the appropriate staff or organization, appeal and any decision made is final.

Education & Awareness:
Town of Tillsonburg ~~Recreation, Culture and Parks~~ staff, along with community volunteers, will undertake a promotional and educational campaign aimed at raising awareness among parents, volunteers, spectators and general public of the RZone Policy and in particular, the importance of their role in creating a positive atmosphere when on Town of Tillsonburg properties.
Initiatives will include:

- Circulation of the policy to all facility rental contract holders and community having management agreements with the Town of Tillsonburg;
- Signage/posters to be displayed on all Town of Tillsonburg properties;
- The policy will be referenced in the Terms & Conditions section on all facility contracts and permits.
- Regular user groups will be asked to update and amend their club's constitutions and/or code of conduct to reflect this policy.
- Regular user groups will be asked to designate a person responsible for the implementation and administration of the Public Conduct on Town of Tillsonburg Policy at each event;
- Community volunteers will be asked to reference the policy in their organization newsletters/booklets/websites and will be provided with tools to help communicate to participants, parents and patrons.
- Where possible, announcements will be made prior to all games regarding the policy and reporting of incidents
- On an ongoing basis, staff will follow-up with representatives of organizations that have had incidents or been affected by this policy, to review the process and resulting consequences to ensure the policy is addressing inappropriate behavior in an effective manner; and
- Staff will review the education and promotional campaign on an annual basis with community groups to ensure the policy remains effective.

Prevention of Incidents
In an effort to prevent inappropriate behaviour, violence, vandalism or inappropriate use of technology, community groups shall be requested to:

- Ensure all participants, coaches and parents sign a **Code of Conduct contract**.
- Ensure all spectators are aware of the RZone Policy.
- Have a representative for each group or team on site who understands the terms of the policy.
- In the event of an incident, advise without jeopardizing one's safety, identified party that there is a zero tolerance for inappropriate behaviour and they are contravening the RZone Policy.

~~Recreation, Culture and Parks front line s~~Staff will receive training on their roles and responsibilities as set out in the RZone Policy, and will be re-trained on an annual basis.

Facility user groups and community volunteers will be notified of the updated policy. ~~Recreation, Culture and Parks s~~Staff will provide orientation sessions to ensure they are aware of and informed about the updated policy and their role to ensure that all participants, spectators, volunteers and staff have the right to be safe and feel safe while attending a program or facility on Town of Tillsonburg property.

RZone Incident Report

Individual Reporting Details:
Name of Person Reporting _____
Department _____
Position _____ extension _____
Date incident was reported _____

Incident Information:
Date _____ Time _____
Incident Information _____
Location of Incident _____

Participant(s) Involved:
Complainant Name_____
Address _____ Postal Code _____
Phone _____

Respondent Name _____
Address _____ Postal Code _____
Phone _____
If there are more participants involved, please attach extra pages.

Category (please check all that apply)

- ☐ Verbal assault
- ☐ Threats
- ☐ Physical assault/harm
- ☐ Vandalism
- ☐ Possession of Weapons
- ☐ Use of alcohol or drugs
- ☐ Harassment
- ☐ Theft of property

Other (please specify in detail)
_____

Describe in detail what happened:
_____
_____
_____

Other relevant information:
_____
_____
_____

Who else was made aware of the incident?
Name _____
Address _____ Postal Code _____
Phone _____
If there are more individuals involved, please attach extra pages.

If another individual was made aware of the incident, how were they informed?
- ☐ In-person
- ☐ Phone
- ☐ Email

Other (please specify in detail)
_____

Date the individual was informed: _____

Please identify if another individual witnessed the incident.
Name _____
Address _____ Postal Code _____
Phone _____
If there are more individuals who witnessed the incident, please attach extra pages.

For Office Use Only:
Action Taken (please check):
- ☐ Verbal Warning
  Date: _____
- ☐ Letter of Warning
  Date: _____
- ☐ Letter of Trespass
  Date: _____

Appeal:
- ☐ No
- ☐ Yes
  Date: _____

Outcome:_____
_____
Date File Closed: _____

Name: _____ Position: _____

Signature:
_____
Personal information on this form is collected under the authority of the Municipal Act, 2001, S.O. 2001, c. 25 and will be used for the purpose of aggregate statistical reporting, and allocation of staff and resources. This information will also be used for the promotion of programs or activities so that we can provide good customer service.

RZone Enforcement Guidelines

The following chart represents guidelines and outlines the consequences for acts of inappropriate behaviour, violence, vandalism or inappropriate use of technology in Town of Tillsonburg programs and property. It is understood this does not include all types of inappropriate behaviour, violence, vandalism or inappropriate use of technology. Each incident will be reviewed based upon the information available at the time and that the consequences outlined below are guidelines and may be adjusted to reflect the severity of conduct and/or actions involved. Any restrictions/suspensions will apply to all Town of Tillsonburg programs, facilities and properties unless noted differently.

Subsequent acts of inappropriate behaviour, violence, vandalism or inappropriate use of ~~the~~ technology that will result in increased consequences ~~and incidents~~ may be reported to the Oxford OPP detachment, which may result in criminal charges.

Below are examples of behaviours and examples of sequensial consequences, however each incident will be reviewed individually.

Behavior	Consequence of 1st Occurrence	Consequence of 2nd Occurrence	Consequence of 3rd Occurrence	Consequence of 4th Occurrence
Inappropriate behaviour, non violent in nature:	Immediate ejection, followed by written warning	1 Month Suspension	3 Month Suspension	6 Month Suspension
Inappropriate behaviour with the potential to incite violence:	Immediate ejection, police contacted, followed by written warning	6 Month Suspension	3 Year Suspension	
Inappropriate behaviour with physical violence:	Immediate ejection, police called, 1 year suspension	3 Year Suspension	5 Year Suspension	
Vandalism	Immediate ejection. Those identified as perpetrating vandalism will be required to pay 100% cost of repairs (including but not limited to materials, equipment, labour and administrative costs). A suspension may be applied. In the event that the individual(s) can't be identified, the contract holder will be held responsible and invoiced accordingly.			

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Subject: Awarding RFQ 2020-001 - Concession Lease
Report Number: RCP 22-26
Author: Julie Columbus, Director of Recreation, Culture & Parks
Meeting Type: Council Meeting
Meeting Date: Monday, December 12, 2022

RECOMMENDATION

THAT Council receives Report RCP 22-26 Concession Lease – Awarding RFQ 2022-003 – TCC Snack Bar & Waterpark Concession Lease;

AND THAT the lease for the concession at the Tillsonburg Community Centre be awarded to Chrissy's Catering for the term of January 1, 2023 through December 31, 2025, at the annualized rate of $4,500.00 plus HST;

AND THAT the one-year pilot lease for the Waterpark Concession is included in the contract for the term of June 17, 2023 – September 4, 2023 at a total rate of $800.00;

AND THAT a By-law is brought forward for approval once the contract is signed.

BACKGROUND

The current lease for the concession at the Tillsonburg Community Centre was terminated by the operator Beres Catering on November 1, 2022. A new lease is being established for the period starting January 1, 2022 and ending December 31, 2025.

In October 2022, staff prepared and advertised an RFQ for vendors to submit a bid for the concession lease for the period of January 1, 2023 through December 31, 2025. The new lease term can be extended for an additional two years at the Town's discretion if the vendor indicates the desire to extend. The rates and terms for the extension can be negotiated to include an inflationary increase.

One submission was received from Chrissy's Catering (Tillsonburg) who currently operates the Carriage House banquet facility, and also provides catering for many events and meetings of all sizes in and around the tri-County area.

Staff reviewed the submission for completion, proposed hours of operation, proposed menu and pricing and recommends that the Town lease the concession to Chrissy's Catering for the term of January 1, 2023 through December 31, 2025, with an option for a two-year extension.

The Waterpark one-season lease is a trial project for 2023. In the past, the concession was operated by summer staff and with inclusion of wages/staff time necessary to run the concession, which showed a deficit every year.

CONSULTATION

The opportunity to lease the concession was advertised in the bids and tenders section of the Town website and in the Tillsonburg News. The contract and bid has been reviewed by the Manager of Recreation, Manager of Parks and Facilities and Administrative Assistant.

FINANCIAL IMPACT/FUNDING SOURCE

The annualized lease revenue for the current lease is $4,500, which is noted in the 2023 Budget. The Lake Lisgar Water Park Canteen lease will show a revenue in 2023 during the trial. A future option to renew the summer canteen operation will be reviewed.

CORPORATE GOALS

How does this report support the corporate goals identified in the Community Strategic Plan?

☒ Lifestyle and amenities
☐ Customer service, communication and engagement
☐ Business attraction, retention and expansion
☐ Community growth
☐ Connectivity and transportation
☐ Not Applicable

Does this report relate to a specific strategic direction or project identified in the Community Strategic Plan? Please indicate section number and/or any priority projects identified in the plan.

Goal – Tillsonburg will strive to offer residents the amenities, services and attractions they require to enjoy balanced lifestyles.

Strategic Direction – Update municipal sports facilities consistent with modern standards.

Priority Project – N/A.

ATTACHMENTS

Appendix A – RFQ 2022-003 – CONCESSION AGREEMENT

RFQ2022-003 AGREEMENT

This agreement (the "contract") made on the _____ day of _____ in the year 2022.

B E T W E E N:

The Corporation of the Town of Tillsonburg (The "Town")

OF THE FIRST PART

- and -

_____

(The "Operator")

OF THE SECOND PART

The Town and the Operator agree as follows:

WHEREAS the Town of Tillsonburg is the owner of the Tillsonburg Community Centre and the Lake Lisgar Waterpark which contain the concession facilities; and

WHEREAS the Town wishes to retain the Operators to operate the snack bar and the concession on its behalf.

NOW THEREFORE the parties agree as follows:

Definitions

1. In this Agreement,

(a) "Complex" means the Tillsonburg Community Centre located at 45 Hardy Avenue, Tillsonburg;

(b) "Waterpark" means the Lake Lisgar Waterpark located at 9 Ross Street, Tillsonburg;

(c) "Snack Bar" means the snack bar concession facility located in the Complex;

(d) "Concession" means the concession facility located in the Waterpark;

(e) "Director" means the Director of Recreation, Culture & Parks or a designate; and

(f) “term” means the term of this Agreement, including any renewal, as set out in Section 2.

Term

2. (a) The Town grants to the Operators the right to operate the Snack Bar for the purpose of providing snack bar services during the months of January to December, both inclusive, for the period beginning on or about January 1, 2023 and ending December 31, 2025.

(b) If both parties agree, this Agreement may be extended on the same terms and conditions for up to two (2) one-year optional terms, beginning January 1, 2026 and ending December 31, 2027.

(c) The Town grants to the Operators the right to operate the Lake Lisgar Waterpark Concession for the purpose of providing snack bar services during the period of June 17 – September 4, 2023.

Either the Operator or the Town may terminate this Agreement prior to its expiry by providing ninety (90) days’ written notice to the other.

General Terms and Conditions

3.1. Regulations – Operator agrees to comply with applicable federal, provincial, local rules and regulations. These include, but are not limited to, the following:

3.1.1. Federal, Provincial and local health, safety and licensing laws and/or regulations relating to sale(s) of goods; and Town of Tillsonburg By-Laws.

3.1.2. WSIB regulations maintaining valid clearance certificates for the duration of the Term and any extensions.

3.2. Liability of the Town

The Town shall not be liable to the Operator for any loss of or damage to the Snack Bar and/or Concession or any equipment or inventory in it, whether caused by fire, theft, and burglary or otherwise, unless such loss or damage was caused by the negligence of the Town, its servants, agents or employees. The Town will not responsible for loss of equipment due to electrical power surges.

The Operator shall indemnify the Town and each of its servants, employees and agents from and against all actions, suits, claims and demands which may be brought against any of them, and from and against all losses, costs, charges, damages and expenses which may be sustained by any of them as a result of the Operator’s use and occupation of the Snack Bar and Concession.

3.3. Insurance – Operator shall be required to take out and maintain insurance in the following amounts during the entire performance of its activities pursuant to a contract agreement:

3.3.1. Comprehensive General Liability Insurance, including products and completed operations coverage, for property damage and bodily injury liability with not less than $5,000,000 (five million) combined single limits per occurrence.

3.3.2. Prior to any work or performance pursuant to a contract agreement, the Operator shall provide a Certificate of Insurance. A statement of additional insured with an endorsement page shall also be issued.

3.3.3. Operator agrees to provide at least thirty (30) written days' notice prior to cancellation of any of the insurance requirements set forth above. Cancellation of insurance shall be grounds for cancellation of any contract.

3.4. Maintenance - All maintenance and service performed on equipment and/or internal structures, including routine cleaning and servicing shall be the responsibility of the Operator.

3.5. Customer Service – The Operator understands the importance of providing high quality and effective customer service and agrees to comply with this standard. The Operator shall honor all reasonable requests for refunds from customers. All customers are expected to be treated with courtesy and adhere to the Rzone Policy.

3.6. Assignability – The Operator shall not assign any interest in the contract agreement and shall not transfer any interest in same.

3.7. Relationship – Nothing contained in the Agreement shall establish an employer-employee relationship between the Operator and its employees, sub-Operators or independent Operators. The Operator shall be solely responsible and shall assume exclusive liability for the actions, conduct, supervision and instruction of its employees, sub-Operators or independent Operators.

3.8. Duration – The contract agreement shall become effective as of the date to be determined and written through a three year period, provided however, that either party may terminate said contract agreement at any time with or without cause by giving ninety (90) days written notice of such termination and specifying the effective date.

3.9. Severability – If any provision of the contract agreement or its application to any person or circumstance is held invalid, the remainder of the contract agreement, or the application of the provision to other persons or circumstances shall not be affected.

3.10. Content and Understanding – The contract agreement shall contain the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein; provided, however, that any change(s) hereto duly executed by both parties shall be incorporated in written amendments to the contract agreement.

3.11. Freedom of Information and Protection of Privacy Act; The bid and any other accompanying documentation submitted by the Bidder prior to the closing date specified in this document shall become the property of the Town and shall not be returned. The bid shall be subject to the Freedom of Information and Protection of Privacy Act. The Bidder must identify any information contained in the bid that is submitted in confidence.

3.12. The contract is for the sole operation of the space identified within the Tillsonburg buildings (Waterpark Canteen and T.C.C. Concession) as noted in this tender, and is to be used solely and strictly for the purpose of the canteen operations and food sales in each facility. No food preparation or operations within town owned facilities shall be permitted for outside business.

4. **Default Notice and Cancellation**

4.1. The Town reserves the right to cancel the Contract without notice if a successful Bidder is in breach of its Contract, or if inferior quality of services are provided, or in the event of non-fulfillment of service. Should this occur, no payment will be made for such.

4.2. If the Operator should be deemed bankrupt, or makes a general assignment for the benefit of creditors because of the Operator's insolvency, or if a receiver is appointed because of the Operator's insolvency, the Town may, without prejudice to any other right or remedy by giving the Operator or receiver or trustee in bankruptcy notice in writing, terminate the Contract.

4.3. If the Operator should neglect to execute the work properly or otherwise fails to comply with the requirements of the Contract to a substantial degree and if the Operator has given a written statement to the Town that sufficient cause exists to justify such action, the Town may, without prejudice to any other right or remedy, notify the Operator in writing that the Operator is in default of the Operator's contractual obligations and instruct the Operator to correct the default in the 5 working days immediately following the receipt of such notice.

4.4. If the default cannot be corrected in the 5 working days specified, the Operator shall be in compliance with the Town's instructions if the Operator:

4.4.1. Commences the correction of the default within the specified time, and 5.4.1.2. Provides the Town with an acceptable schedule for such correction, and 5.4.1.3. Corrects the default in accordance with such schedule.

4.5. If the Operator fails to correct the default in the time specified or subsequently agreed upon, without prejudice to any other right or remedy the Town may:

4.5.1. Correct such default and deduct the cost thereof from any payment then or thereafter due, or

4.5.2. Terminate the Operator's right to continue with the work in whole or in part or terminate the Contract.

4.6. The Town reserves the right to terminate the Contract upon giving thirty (30) days written notice for just cause without cost or penalty to the Town and without liquidation damages. Examples of just cause include, but are not limited to:

4.6.1. Curtailment or reduction of funding

4.6.2. Unanticipated cancellation of a program

4.6.3. Closing of a location

4.7. Health and Safety

4.7.1. The leased premises are subject to inspection at any time by the Southwestern Public Health. The Operator must fully comply with the Health Inspector's mandated rectification of any deficiencies.

5. Other Conditions:

This Agreement shall not be assignable by the Operator without the consent of the Town, which consent may be arbitrarily refused.

This Agreement shall ensure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

No amendment to this Agreement shall be effective unless it is in writing and signed by both parties.

The Operator shall not sublet the management/services of Concession stands at any time during this agreement.

Any notice to the Town under this Agreement shall be in writing and shall be delivered to the following address:

Town of Tillsonburg

200 Broadway #204

Tillsonburg, ON N4G 5A5

Attention: Manager of Recreation Services

Notice shall be sufficiently given if delivered in person or sent by registered mail, courier or facsimile transmission during normal business hours on a business day.

Each notice sent shall be deemed to have been received on the day it was delivered or on the third business day after it was mailed.

The parties may change their address for notice by giving notice to the other in the manner provided in this section.

IN WITNESS WHEREOF the parties hereto have executed this contract by the hands of their duly authorized representatives.

The Operator

_____

Name of the authorized signing officer for the Operator

_____

Signature

I have authority to bind the Corporation/Firm.

Please affix corporate seal, if applicable.

THE CORPORATION OF THE TOWN OF TILLSONBURG

_____

Mayor

_____

Town Clerk

We have authority to bind the Town.

Subject: Recreation, Culture & Parks – Arena Dehumidifier Replacement
Report Number: RCP 22- 27
Department: Recreation, Culture & Parks Department
Submitted by: Julie Columbus
Meeting Type: Council Meeting
Meeting Date: Monday, December 12, 2022

RECOMMENDATION

That Report RCP 22-27 Recreation, Culture & Parks – Arena Dehumidifier Replacement, be received; and

THAT the quote provided by CIMCO Refrigeration for $152,769 + HST, to supply and install a dehumidifier unit for the arena be approved.

BACKGROUND

The arena dehumidifier unit is 19 years old, is past life expectancy and is currently in disrepair. The dehumidifier removes moisture from the arenas and allows the ice surfaces to be maintained at the required temperature and hardness. Without a dehumidifier the arenas cannot maintain ice temperatures consistent for the production of safe playing surfaces and would not be able to operated during warmer months.

Most recently, a piece of the descant wheel, a vital part of the dehumidification system, broke off. The unit was inspected and it was noted that the remaining parts are also at risk of complete disrepair and disintegrating. The unit has been repaired several times over the past few years to the point where relying on further repairs are no longer feasible. Once ordered the delivery will take 46 – 50 weeks due to COVID backlog.

DISCUSSION

Staff acquired three (3) proposals for the supply and install of a new dehumidifier. Three Ontario based certified refrigeration suppliers including Cimco, Tear Systems & Mechanical Contractors Inc. and Black & McDonald submitted proposals for the replacement project.

The quotes are noted below:

Cimco	**$152,769 + HST**
Tear	$159,500 + HST
Black and McDonald	$186,000 + HST

Staff reviewed the details of proposals submitted, and recommends CIMCO Refrigeration as the successful quote to supply and install the new dehumidifier unit.

CONSULTATION

This report has been prepared in consultation with the Director of Recreation, Culture and Parks, Parks & Facilities Manager, Chief Operator and Director of Finance.

FINANCIAL IMPACT/FUNDING SOURCE

The project received pre-budget approval at Council's meeting on November 21st, 2022. It has been included in the RCP department's 2023 Capital Budget.

CORPORATE GOALS

How does this report support the corporate goals identified in the Community Strategic Plan?

☒ Lifestyle and amenities
☐ Customer service, communication and engagement
☐ Business attraction, retention and expansion
☐ Community growth
☐ Connectivity and transportation
☐ Not Applicable

Does this report relate to a specific strategic direction or project identified in the Community Strategic Plan? Please indicate section number and/or any priority projects identified in the plan.

Goal – Tillsonburg will strive to offer residents the amenities, services and attractions they require to enjoy balanced lifestyles.

Strategic Direction – Update municipal sports facilities consistent with modern standards; Develop a robust, long-term asset management plan to inform evidence-based decisions regarding the maintenance, rehabilitation and replacement of community facilities.

Priority Project - *Immediate Term* – Community Centre rehabilitation.

ATTACHMENT

A-Cimco quote
B-Tear quote

C-Black & McDonald quote

Proposal for Tillsonburg Community Center - HVAC

Replacement Of DH 160 Dehumidifier

Prepared By:
Geoff Paton
gpaton@toromont.com

Prepared For:
DaveBoylan,
45 Hardy Ave
Tillsonburg,ON N4G 3W9
dboylan@tillsonburg.ca

October 24 , 2022

CIMCO is pleased to provide pricing for a Replacement Of DH 160 Dehumidifier at the Tillsonburg Community Center - HVAC.

Scope of Work

- Lock off power to existing DH 160
- Disconnect power , gas lines and control wiring
- Supply crane to remove and dispose of existing unit
- Crane to lift new unit to roof and set on existing curb adapter- lift from west side of building due to hydro wire interference
- Re-connect gas lines, electrical and control wiring
- Startup and commissioning of unit
- Complete commissioning report
- Confirm operations
- Service Mechanics will follow all appropriate site specific safety requirements
- Please note that the lead time on this unit after approvals is approx 44 weeks

Pricing

CIMCO Price: $152,769.00 CAD (All Taxes Extra)

Prices are valid for 30 days from the date of quotation.
Taxes not included.
Standard Terms & Conditions apply.

Exchange Rate Variance

This proposal/quotation includes equipment, materials and services valued in US currency. This equipment has been included at a cost based upon the Bank of Canada quoted exchange rate at time of proposal (October 24 , 2022). If at the time that a signed contract is presented for CIMCO's acceptance, or that an irrevocable notice to proceed is received by CIMCO, and the Bank of Canada closing exchange rate of the day varies by more than 0.02 dollars, the additional currency costs incurred or currency cost savings to be realized shall be then charged or credited to the Client prior to contract acceptance.

There is also the option to deduct the Canadian equivalent for the cost of purchase set out in this proposal and remit the equipment amount in USD.

Exclusions

- All work required outside of CIMCO regular working hours requested or required by owner.
- Cutting/patching/sealing within building to allow for the passage of piping and conduit.
- Modification or installation of any required bases, pads, stands, seismic or other required supports for equipment
- All costs associated with opening, modifying, and repairing the building to allow for the placement and final operation of the CIMCO supplied equipment or piping.
- Any programming or integration with new or existing control system unless otherwise stated.
- It is understood that CIMCO will use professional care in performing the above services and shall not be liable for failure to other components associated with this work.
- Disposal or abatement of existing refrigerant, water, asbestos, equipment, material, or any other substance not mentioned including any environmental testing or verification that may be required to complete scope of work.
- Any material or work not clearly stated within the scope of work will be the responsibility of the owner.

Agreement

The information contained in this proposal constitutes the terms between CIMCO Refrigeration, a division of Toromont Industries and the clientTillsonburg Community Center - HVAC.

All prices agreed upon will be honored by both parties. Continued services after that time will require a new agreement.

Billing and Payment Terms. CIMCO will invoice Tillsonburg Community Center - HVAC as per the terms of this agreement, and Tillsonburg Community Center - HVAC will pay each such invoice within thirty (30) days after the date thereof. Invoices not paid within such thirty (30) day period will accumulate interest as per the terms and conditions of this agreement.

Authorized Signature: The undersigned agrees to the terms of this contract on behalf of the organization or business

Signature of Client: _____ Date: _____

Purchase Order :

TERMS AND CONDITIONS

SUBJECT TO WRITTEN APPROVAL BY A DULY AUTHORISED OFFICER OF CIMCO REFRIGERATION (THE "VENDOR"), THIS QUOTATION, IF ACCEPTED IN WRITING BY THE PURCHASER, SHALL CONSTITUTE A BINDING CONDITIONAL CONTRACT OF SALE AS OF THE DATE OF THE PURCHASER'S ACCEPTANCE OR AS OF THE DATE OF THE VENDOR'S APPROVAL, WHICHEVER IS LATER.THIS QUOTATION IS INVALID IF NOT ACCEPTED BY THE PURCHASER WITHIN THIRTY DAYS OF THE DATE OF QUOTATION.

1. TITLE

(a) The title and ownership to and in the materials, equipment and other goods sold here under (the “goods”) shall remain with the Vendor until payment in full of the Contract Price and any additional amounts payable to the Vendor pursuant to sections 2 and 10 of these Terms and Conditions. The Vendor hereby reserves, and the Purchaser hereby grants to the Vendor, a security interest in and to the goods, and the proceeds thereof, to secure the said payment and all of the other obligations of the Purchaser. At the option of the Vendor, the Purchaser will join with the Vendor in executing, in a form satisfactory to the Vendor, one or more financing statements or similar instruments pursuant to any applicable personal property security legislation. The Purchaser hereby authorizes the Vendor to file one or more such statements or instruments signed by the Vendor alone as the secured party. If the goods are to become affixed to real properly, the Purchaser represents that a true and correct description of such real property and that the name of the registered owner thereof are as indicated on Page 1 of this Quotation/Contract.

(b) In the event of default by the Purchaser under the terms of payment of this contract, the full amount of the Contract Price, less any payments previously made, shall become due and payable, and the Vendor or its agent shall have the right to enter upon the premises and remove the goods, and to dispose of them as the Vendor may determine. If the proceeds from such disposal, less any related expenses, including but not limited to costs of seizure, removal and sale, and legal costs (including reasonable attorneys’ fees and expenses) connected therewith (the “net proceeds"), are not sufficient to cover the amount in default, the Purchaser shall be liable to the Vendor for such deficiency. If the net proceeds exceed the amount in default such excess shall be returned to the Purchaser, and the Vendor shall not be liable further whether in respect of completion, performance, warranty or other contract terms.

(c) The Purchaser hereby waives all rights and claims against the Vendor in the event that the circumstances provided for in section 1 (b) arise, except for the express right of recovery of excess net proceeds as provided in that section.

(d) The Purchaser hereby waives the provisions of any Conditional Sales Act or other applicable legislation which limits the Vendor's rights to seize the security provided for herein, and to sue for any deficiency. The Purchaser expressly confers upon the Vendor the rights to seize and sell the goods and to recover from the Purchaser, by action on the covenant, the principal, interest and other moneys from time to time owing under this contract.

(e) Until the Contract Price has been paid in full, the Purchaser will not sell or agree to sell, or mortgage, charge or dispose of, or intentionally injure the goods or remove them from the place of initial installation.

2. PRICE ADJUSTMENTS

(a) The Purchaser shall pay all taxes, duties, levies and other charges assessed against or in respect of the goods, except those taxes, duties, levies and other charges expressly included in the Contract Price.

(b) If any taxes, duties, levies, or other charges shown to be included in the Contract Price are increased subsequent to the Date of Quotation, and increase the Vendor's costs here under, such increase shall be paid by the Purchaser to the Vendor.

(c) The Contract Price quoted herein is based on prices, costs and conditions prevailing at the Date of Quotation. Unless otherwise specified, if the estimated delivery and / or installation date is more than six months from the date of the contract, and if prior to shipment or installation there is an increase in the Vendor's costs due to increases in labor rates, cost of materials, suppliers' prices, foreign exchange, storage charges, or freight rates, such increase shall be paid to the Vendor by the Purchaser.

(d) If delivery or installation is delayed by the Purchaser, or by anyone under the Purchaser's control, for more than two months after the time estimated, any increase in those categories of the Vendor's costs listed in section 2(c) shall be paid to the Vendor by the Purchaser.

(e) All payments by the Purchaser to the Vendor under section 2 shall be in addition to the Contract Price and shall be paid at the time the final payment under the contract is due.

3. LIABILITY

The Vendor shall not be liable for any losses, injuries, expenses or damages, whether direct, indirect, special, incidental, consequential or punitive, arising out of the goods, or the installation, operation, or failure of operation of the goods or related systems even if caused by the Vendor’s negligence.

4. DELIVERY AND INSTALLATION

Delivery and installation times and dates are approximate and are subject to extension for delays caused by fire, strike, lockout, labor dispute, civil or military authority, riot, embargo, car shortage, wrecks or delays in transportation, Acts of God, late delivery or non-delivery by the Vendor's suppliers, changes in the scope of the work as provided in section 9 of these Terms and Conditions, or other causes beyond the reasonable control of the Vendor, and the Vendor shall not be liable for any losses or damages resulting from any such causes. Acceptance of the work shall be a waiver by the Purchaser of all claims for damages for delay from any cause whatsoever.

5. RESPONSIBILITY AND INSURANCE

(a) In respect of goods sold F.O.B. point of origin, the Vendor shall deliver the goods in good condition to a common carrier or to the Purchaser at the Vendor's shipping point, and thereupon all risks of loss or damage thereto shall pass to the Purchaser.

(b) In respect of goods sold F.O.B. job site or sold with installation, all risks of loss or damage shall pass to the Purchaser upon receipt of the goods at the job site or at the Purchaser's designated delivery point.

(c) The Purchaser shall insure the goods against loss or damage from fire, theft, malicious damage or other causes as and from the time the Purchaser becomes responsible for the goods pursuant to sections 4(a) and 4(b) of these Terms and Conditions. The face value of the insurance policy shall be in an amount not less than the Contract Price. Any loss under such insurance policy shall be made payable to the Vendor as its interest may appear until the Contract Price shall be paid in full.

(d) Upon the request of the Vendor, the Purchaser shall provide an insurance certificate as evidence of the compliance with section 4(c) of these Terms and Conditions.

6. COST ESCALATION

Contractor and Owner acknowledge and agree that at the time of execution of this project agreement, it is unknown whether prior estimates for performance of the Work will be impacted by further development of the design, changed market conditions, availability of labor, equipment and/or materials or other conditions which materially differ from those existing at the time prior estimates were received. Contractor agrees to make diligent and best efforts to mitigate any cost or schedule impacts arising out of these changed conditions. However, subject to such mitigation obligations of the Contractor, Owner agrees that Contractor shall be entitled to an equitable adjustment of the Contract Sum and/or, if applicable, the Contract Time due to the following non-exhaustive list of possible events or circumstances: (1) a Subcontractor will not honor its prior estimate, (2) commodity price escalation and/or commodity delivery date impacts due to the length of time between a Subcontractor providing its estimate and subcontract award, (3) general conditions cost impacts due to anticipated completion dates at the time of Subcontractor’s estimate differing from completion dates anticipated at time subcontract award, (4) commodity price escalation and/or delivery date impacts due to Subcontractor inability to obtain firm pricing or delivery date commitments from any supplier at or near time of subcontract award; or (5) cost of on-site or off-site material storage capacity to enable early receipt of certain materials when early procurement of such materials can be achieved for avoidance of price escalation or to secure availability so that the project schedule can be maintained.

7. TERMS OF PAYMENT

Upon acceptance, CIMCO will invoice a 35% down payment to commence agreed upon work. At the discretion of CIMCO, a late charge of 2% per month on all overdue amounts will be assessed on all invoices not paid within 30 days from the date of invoice. In addition, Customer agrees to pay Cimco a reasonable attorney's fee and all costs and expenses incurred in collecting amounts due Cimco hereunder following default by the Customer.

8. WARRANTY

UNLESS OTHERWISE SPECIFIED IN THIS QUOTATION/CONTRACT, THE VENDOR WARRANTS THE GOODS AND INSTALLATION SOLD HERE UNDER AGAINST ORIGINAL DEFECTS IN MANUFACTURE AND WORKMANSHIP FOR A PERIOD OF ninety (90) days FROM COMPLETION AS DEFINED IN SECTION 9 OF THESE TERMS AND CONDITIONS. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, STATUTORY OR OTHERWISE, EXPRESS OR IMPLIED, INCLUDING FOR MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE TERMS OF THE VENDOR'S WARRANTY ARE AS FOLLOWS:

(a) In respect of goods sold without installation, the Vendor's sole liability shall be to repair or replace, at the Vendor's option, F.O.B. point of manufacture, any defective goods or parts thereof.

(b) In respect of goods sold with installation, the Vendor's sole liability shall be to repair or replace, at the Vendor's option, any defective goods or parts thereof or any defective workmanship. The Vendor shall be responsible for all of its costs in connection therewith other than the out-of-pocket expenses incurred by the Vendor's employees and agents travelling from the Vendor's nearest place of business to the job site and charges for labor performed after normal working hours at the request of the Purchaser, which latter expenses and charges shall be for the account of the Purchaser.

(c) The Vendor warrants goods not of the Vendor's manufacture only to the extent to which the Vendor is able to enforce a claim for liability against the manufacturer thereof.

(d) The Purchaser shall promptly give written notice to the Vendor after the discovery of an apparent defect.

(e) As a condition precedent to any liability by the Vendor here under, the Purchaser shall use, operate and maintain the goods and related systems in a careful, prudent, and reasonable manner, and in conformity with the Vendor's and / or the manufacturers' instructions.

(f) the foregoing constitutes the purchaser's exclusive remedy and the vendor's sole liability arising out of the design, manufacture, sale, installation, or use of the goods.

(g) This warranty shall be void if the Purchaser is in default under the terms of payment of this contract.

9. CHANGE IN SCOPE OF WORK

If the Purchaser requests a change in the scope of the work under this Quotation/Contract, the Vendor will submit a Contract Revision to the Purchaser which shall set forth the proposed changes in the work, and if the proposed changes result in an addition to or a deduction from the Contract Price, the Contract Revision shall set forth the amount of such addition or deduction. A Contract Revision shall not be binding or enforceable unless accepted in writing by the Purchaser and approved in writing by a duly authorized officer of the Vendor. Upon such acceptance and approval, the Contract Revision shall become part of the contract and, except when in consistent therewith, shall be subject to all its provisions.

10. COMPLETION AND ACCEPTANCE OF WORK

(a) In respect of goods sold without installation, "Completion" shall be deemed to occur when risk of loss of the goods passes to the Purchaser in accordance with section 4 of these Terms and Conditions.

(b) In respect of goods sold with installation, and unless otherwise defined in this Quotation/Contract, 'Completion" shall be deemed to occur when any one of the following events takes place:

i. The Purchaser signs an acceptance certificate;
ii. The Vendor has installed and, where applicable, successfully tested the installation;
iii. The Purchaser commences regular use of the goods correlated systems;
iv. An independent expert, mutually acceptable to the Purchaser and the Vendor, certifies that the work has been completed.
(v) The Vendor shall have the right to subcontract all or any part of the installation work to others;
(vi) The Vendor shall have the right to start installation immediately after delivery of the Goods to the installation site, and if the start of installation work is delayed beyond 30 days after such delivery, the full amount of the price and all charges hereunder, less any portion thereof separately specified as installation charges, shall at the option of the Vendor become immediately due and payable;
(vii) Unless requested by the Purchaser and agreed to by the Vendor, no Saturday, Sunday, holiday or other overtime labor will be provided in connection with installation work, and if provided, all premium wage costs incurred shall be added to the invoice as a separate charge to be paid by the the Purchaser

(c) Nothing in subsections (a) or (b) shall relieve the Vendor from its obligation to honor the warranty provisions contained herein.

(d) The occurrence of any one of the events described in section 9(b)(i), (iii) and (iv) shall constitute acceptance of the work.

11. BONDS

Performance bonds and material and labor payment bonds will be provided by the Vendor upon request. Unless the Contract Price expressly includes the cost of such bonds, the Purchaser, in addition to the Contract Price, shall pay the cost of such bonds to the Vendor at the time of the receipt thereof by the Purchaser.

12. MISCELLANEOUS

(a) This Quotation and any resulting contract shall be governed, enforced and construed in accordance with the laws of the Province/State of ON without regard to that province's/state's rules governing conflict of laws.

(b) All rights and remedies of the Vendor under this contract and under applicable law shall be cumulative and may be exercised successively or concurrently, in any order, and on more than one occasion. The election by Vendor to exercise one remedy shall not preclude it from thereafter exercising one or more other remedies.

(c) The Purchaser agrees to pay, in addition to the other amounts payable to Vendor under the contract, all costs and expenses, including reasonable attorneys' fees, incurred by the Vendor in enforcing this contract, exercising its rights here under or collecting or attempting to collect all amounts due the Vendor here under following default by the Purchaser in the payment or performance of its obligations here under, including those incurred in connection with any bankruptcy, insolvency, liquidation, reorganization or similar proceeding involving the Purchaser.

(d) Any assignment or attempted assignment of this contract, in whole or in part, without the prior written consent of the Vendor shall be void. The Vendor may assign any of its rights, liabilities or obligations arising out of this contract without prior notice to the Purchaser and without the Purchaser's written consent except that the Vendor may not assign its warranty obligations without the Purchaser's written consent.

(e) If any provision of this contract is unenforceable, such unenforceability shall not affect the remaining terms, which shall be enforced, if the same can be done, without regard to the unenforceable provision.

(f) The headings to the paragraphs of this contract are provided for ease of reference only and shall not be construed to vary or limit the terms thereof.

THIS QUOTATION/CONTRACT CONTAINS THE COMPLETE AGREEMENT BETWEEN THE PURCHASER AND THE VENDOR, AND SUPERSEDES ALL PRIOR ORAL OR WRITTEN REPRESENTATIONS, PROMISES, AGREEMENTS OR UNDERSTANDINGS WITH RESPECT TO THE SUBJECT MATTER HEREOF.NO REPRESENTATION, PROMISE, AGREEMENT OR UNDERSTANDING ENTERED INTO OR MADE SUBSEQUENT TO THE DATE OF THE CONTRACT WHICH VARIES OR MODIFIES THE PROVISIONS OF THIS CONTRACT SHALL BE BINDING ON THE VENDOR UNLESS CONVEYED IN WRITING AND EXECUTED BY THE DULY AUTHORISED OFFICER OF THE VENDOR EXECUTING THIS QUOTATION/CONTRACT.

Tear Systems Mechanical Contractors Inc.

QUOTATION

ACCEPTANCE

You are hereby authorized to furnish all materials and labour to complete the work mentioned in the above proposal, for which the undersigned agrees to pay the amount mentioned in said proposal, and according to the terms thereof.

_____
Signature

_____
Date

10 Nov 2022

Quotation #:22084
Revision: A0

100 Townline

Attention: Dave B

Re: Arena Dehumidifier

The undersigned proposed to furnish all materials and perform all labour necessary to complete all work described below:

This price is to supply and install new dehumidifiers that controls humidity in the two arenas. This will be installed with basic controls, a new controller panel to be installed with the new dehumidifier. We will supply a crane to lift the old one off the roof and set the new one in place. We will look after hooking the new one to existing electrical feed and existing gas feed.

Also 60% deposit is required to secure build slot as its a 46 week lead time. (Price is subject to change with currency exchange rate as units coming up from the states)

For the sum of: **$159,500.50/100 dollars + HST**

All of the above work to be completed in good workmanlike manner and to ESA and TSSA safety standards. Payment to be made as follows: **60% on acceptance and 40% on completion**. Any changes in the work and the price to be charged for same shall be made in writing. This proposal is made on the basis of current material and labour costs. A delay in acceptance of more than 30 days will require a review of the proposal and re-dating before the agreement becomes binding.

Respectfully submitted,

Blayne Thompson

10729 Plank Road
eden, ontario N0J 1H0
T: (519) 630-8327
Info@Tearsystems.ca

Blayne Thompson
Tear Systems Mechanical Contractors Inc.
(519) 688-8510

November 8, 2022

Tillsonburg Community Centre
45 Hardy Avenue,
Tillsonburg, ON
N4G 3W9

Attention: Dave Boylan, Chief Operator
dboylan@tillsonburg.ca

Subject: Desiccant Dehumidifier Replacement

Mr. Boylan,

Thank you for the opportunity to provide a proposal for the replacement of the Concepts and Designs Inc. (CDI) DH-160-12-DSOBBLOCM Desiccant Dehumidifier currently serving the refrigeration plant at the Tillsonburg Community Centre. We are pleased to submit the following for your review and consideration.

Scope of Work

- Isolate and lock out electrical and gas
- Disconnect and remove the existing Dehumidifier
- Supply and install the new CDI DH-160 Dehumidifier with Diffuser
- Reconnect electrical, gas, and duct
- Commission the dehumidifier as per the manufacturer (check amperages, loads, test operation)

Clarifications

1. All work is quoted to occur during regular working hours (Monday to Friday 8:00 a.m. to 4:30 p.m. excluding statutory holidays) unless otherwise stated.
2. Shipping and rigging of the old and new dehumidifier are included
3. The dehumidifier quote is valid for 15 days
4. Estimated time of delivery 46 - 48 weeks from the date of order

COST:

ONE HUNDRED EIGHTY-SIX THOUSAND DOLLARS plus HST----------$186,000.00 + HST

Terms

1. Acceptance of your contract offer would be conditional upon our review and approval
2. See Appendix A – Terms and Conditions

We trust the above mentioned quotation meets your requirements and look forward to your favorable response.

Yours truly,

Chris Diamond

Refrigeration Account and Project Representative
Black & McDonald Limited
cdiamond@blackandmcdonald.com
Phone: 519-476-6803

Signed:

Signature

Name: (Print) _____

Position: _____

Company: _____

Approved Option *(If applicable)*: _____

Purchase Order Number: _____

Copy Attached: Yes☐ No☐

Date: _____

Appendix A – Terms and Conditions

1. Services to be rendered and materials to be furnished (the "Project Work") by Black & McDonald Limited ("Black & McDonald") shall be strictly limited to those identified in the proposal attached hereto (the "Proposal"). The Proposal may be amended and the price adjusted accordingly, by mutual written consent.

2. Black & McDonald agrees to comply with all applicable safety and environmental regulations, and further agrees to assign aspects of the Project Work to personnel and/or subcontractors who are licensed, authorized and qualified to perform them.

3. Black & McDonald agrees to perform all Project Work in a careful, professional manner and to furnish materials of good quality.

4. Black & McDonald warrants materials furnished and installed under this Agreement against defects in material to the extent and for the period such material is warranted to Black & McDonald by manufacturer(s) or supplier(s) of same. Black & McDonald warrants work performed under this Agreement against defects in workmanship for a period of one year (1) commencing on the date Black & McDonald deems substantial completion of the Project Work. The Customer accepts the above warranties in lieu of any other expressed or implied warranty at law. Black & McDonald does not warrant the merchantability or fitness for use of the Project, Project Work or Proposal.

5. Customer agrees to provide the access to work areas and equipment requested, to permit Black & McDonald to perform the Project Work. Customer shall permit Black & McDonald to stop and start equipment as necessary to perform the Project Work.

6. Unless otherwise provided for in writing, the Project Work will be performed during Black & McDonald's regular working hours, which are 8:00am to 4:30pm Monday through Friday except statutory holidays. If the Customer would like any aspect of the Project Work to be performed outside of Black & McDonald's regular working hours, for any reason whatsoever, Black & McDonald may agree to do so, and Customer agrees to pay the difference between Black & McDonald's local regular and premium labour rates.

7. Customer agrees to pay invoices rendered pursuant to this Agreement within thirty (30) days of receipt. Should any payment due by Customer become thirty days or more delinquent, Black & McDonald may, at its option, suspend all work, without penalty or liability until all overdue amounts have been paid, or terminate this Agreement pursuant to paragraph 8 below, in which case all amounts owed to Black & McDonald by Customer shall be immediately payable upon demand. Black & McDonald may charge interest on overdue amounts at the rate of 18% per annum.

8. In addition to the price, Customer shall pay all applicable sales, use, excise, value-added or similar tax applicable to the value, sale or delivery of any products, services or work furnished hereunder, or for their use by Black & McDonald on behalf of Customer, whether such tax be municipal, provincial or federal. Customer shall also reimburse Black & McDonald for any tax or duty imposed on Black &

McDonald to recover, recycle, reclaim, handle or dispose of any oil, refrigerant or other environmentally sensitive substance.

9. Customer shall be responsible for all costs incurred to conduct any safety test or equipment modification required by any insurance company, laboratory or governmental authority.

10. Black & McDonald's total liability under this Agreement is limited to the total amount paid by Customer to Black & McDonald for the performance of the Project Work. In no event shall Black & McDonald be liable for any consequential, indirect or incidental damages, losses, costs or expenses, including but not limited to; loss of profits, loss of anticipated profits, loss of business, loss of data, loss of use, loss of production, loss of reputation or goodwill, business interruption or inconvenience whether arising by contract, statute, tort or otherwise, whether or not Black & McDonald was notified of the possibility of such loss or damages occurring. Black & McDonald's liability for injury to persons or damage to property shall be limited to that caused directly by its negligent acts or omissions.

11. Warranties are subject to compliance with prudent industry standards of use and care in addition to all manufacturer and or Black & McDonald recommendations, instructions and requirements regarding proper use, care and maintenance of all Work, including any and all equipment, systems and materials

12. Neither party is liable for any failure nor is delay in performing its obligations where such failure or delay results from any cause that beyond the reasonable control of the Party. Such causes include, but are not limited to, fire, flood, storms, earthquakes, acts of terrorism, acts of war, pandemic, labour strike, civil unrest and power failure. If the delay continues for a period of 90 days, either party may terminate this Agreement or any portion of the Maintenance Plan with written notice.

13. From the date the Proposal is accepted by the Customer, for the duration of the performance of the Project Work and until the date that is six (6) months from the expiration of any warranty provided hereunder, the Customer shall not, without the prior written consent of Black & McDonald, solicit, hire or otherwise retain in any capacity, any employee of Black & McDonald who the Customer is dealing with or has dealt with in its relationship with Black & McDonald to facilitate the performance of this Agreement. If Customer breaches the foregoing, it shall pay within 30 days, as liquidated damages and not as a penalty for breach, an amount equal to two times the annual salary of such employee.

14. This Agreement may only be transferred or assigned with the written consent of both Black & McDonald and Customer.

15. In the event either Party has just cause, which for the purposes of this Agreement shall be restricted to a material breach of a material obligation, including default under paragraph 4 above, that party may terminate this Agreement upon thirty (30) days written notice, which shall include a detailed description of the breach, if the other party has not remedied the breach before the end of the thirty-day notice period. If Customer is or, in Black & McDonald's reasonable opinion, is about to become bankrupt or insolvent, then Black & McDonald may terminate this Agreement immediately.

16. Should this Agreement be terminated for any reason, Customer agrees to pay Black & McDonald within

5 business days the prorated price for all Project Work performed up to the date of termination and any costs related to such termination.

17. All notices required by this Agreement shall be made in writing and shall be sent by registered mail or email to the address of the party as shown in this Agreement. All notices so sent shall be deemed to have been received by the recipient on the date of delivery. The address of either party may be changed by giving to the other party written notice of the new address.

18. There are no representations, conditions, understandings or agreements except those contained in this Agreement, and there shall be no modifications, alterations or amendments thereof in any respect unless made in writing and signed by both Black & McDonald and Customer.

19. No delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other right or remedy, nor stop further exercise of any other right or remedy.

20. If any part of this Agreement is found to be unlawful, invalid or otherwise unenforceable, such provisions are deemed severed from the remainder of the Agreement, which shall remain valid and enforceable.

21. This Agreement is governed by and interpreted according to the laws of the jurisdiction in which the Project Work is performed. All disputes arising under this Agreement shall be heard by a court in the province in which the Project Work was performed, unless Black & McDonald provides written notice to the Customer that it wishes that dispute be heard by final and binding arbitration in same jurisdiction.

22. This Agreement may be signed in one or more counterpart and signature may be transmitted by pdf or facsimile.

23. B&M's price does not include schedule float or contingency for the unpredictable impacts of COVID-19. As such, B&M requires that the City of Hamilton will revise the form of contract, to the extent necessary, to ensure that the contractor will be able to get equitable relief for material schedule or costs impacts that may be experienced as a result of the ongoing COVID-19 outbreak.

24. All pricing has been based on the present day value of the materials (pricing valid for 10 days from above date). Due to the current volatility in the commodity pricing of metals such as copper, steel and aluminum, we cannot guarantee to hold these quoted prices for the duration of the project. If the price remains within +/- 2% of the current value the prices will remain in effect; should the cost vary by more than 2% the difference will be to the owners account (either as an extra or a credit to the quoted price).

Appendix B – Scope Division

Subject: Facility Asset Management Audit Report
Report Number: RCP 22-28
Department: Recreation, Culture & Parks Department
Submitted by: Julie Columbus
Meeting Type: Council Meeting
Meeting Date: Wednesday, December 7, 2022

RECOMMENDATION

That Report RCP 22-28 Facility Asset Management Audit Report prepared by Roth Integrated Asset Management Strategies (IAMS) Inc. be received as information; and

That Staff use the data provided in the audit to help guide the RCP 10 year capital budget and beyond, as part of the overall Corporate Facility Asset Management Plan.

BACKGROUND

The purpose of this report is to present Council with the findings of the Facility Asset Management Audit Report which was completed in 2022. The report was completed as part of a Federal grant received in 2021 in preparation of the regulatory requirements for municipal asset management.

Ontario Regulation 588/17 timelines were amended to read the following:

July 1, 2022 (previously July 1, 2021): Date for municipalities to have an approved asset management plan for core assets (roads, bridges and culverts, water, wastewater and storm water management systems) that identifies current levels of service and the cost of maintaining those levels of service.

July 1, 2024 (previously July 1, 2023): Date for municipalities to have an approved asset management plan for all municipal infrastructure assets that identifies current levels of service and the cost of maintaining those levels of service.

July 1, 2025 (previously July 1, 2024): Date for municipalities to have an approved asset management plan for all municipal infrastructure assets that builds upon the requirements set out in 2024. This includes an identification of proposed levels of service, what activities will be required to meet proposed levels of service, and a

strategy to fund these activities.

DISCUSSION

Ontario Regulation 588/17 (3.0) states that municipalities address the following requirements:

3. (1) Every municipality shall prepare a strategic asset management policy that includes the following:

1. Any of the municipality's goals, policies or plans that are supported by its asset management plan.
2. The process by which the asset management plan is to be considered in the development of the municipality's budget or of any long-term financial plans of the municipality that take into account municipal infrastructure assets.
3. The municipality's approach to continuous improvement and adoption of appropriate practices regarding asset management planning.
4. The principles to be followed by the municipality in its asset management planning, which must include the principles set out in section 3 of the Act.
5. The municipality's commitment to consider, as part of its asset management planning:

    (i) the actions that may be required to address the vulnerabilities that may be caused by climate change to the municipality's infrastructure assets, in respect of such matters as,
        A. operations, such as increased maintenance schedules,
        B. levels of service, and
        C. lifecycle management,
    (ii) the anticipated costs that could arise from the vulnerabilities described in subparagraph i,
    (iii) adaptation opportunities that may be undertaken to manage the vulnerabilities described in subparagraph i,
    (iv) mitigation approaches to climate change, such as greenhouse gas emission reduction goals and targets, and
    (v) disaster planning and contingency funding.

Roth IAMS provided a 2,500+ page audit which outlines each town owned facility Building Condition Assessments (BCAs) and engineering life cycle analysis for the Town from 2022 to 2046. The audit was provided to Council in their orientation package on November 21, 2022.

The Building Condition Assessment (BCA) report for each facility was provided as well as a 25-Year outline of Probable Costs Table and breakdown.

The document highlights the capital and maintenance renewal recommendations for the immediate term and long term. Identified in the Immediate Term were health and safety risks, as well as fire and life safety risks, which need to be addressed to minimize potential hazards.

CONSULTATION

This report has been prepared in consultation with the Town Engineer, Parks and Facilities Manager, Finance Director and the Recreation, Culture & Parks Director.

FINANCIAL IMPACT/FUNDING SOURCE

Within the Roth IAMS audit the financial totals were provided to address the investment required to maintain each Town facility asset for the next 25 years.

The report notes that over the next 10 years the Town will require approximately $39 million be invested towards facility asset management and $71million over the next 25 year (2023 – 2046).

CORPORATE GOALS

How does this report support the corporate goals identified in the Community Strategic Plan?

☒ Lifestyle and amenities
☐ Customer service, communication and engagement
☐ Business attraction, retention and expansion
☐ Community growth
☐ Connectivity and transportation
☐ Not Applicable

Does this report relate to a specific strategic direction or project identified in the Community Strategic Plan? Please indicate section number and/or any priority projects identified in the plan.

Goal – Strive to offer all residents the amenities, services and attractions they require to enjoy balanced lifestyles.

Strategic Direction – Develop a robust, long-term asset management plan to inform evidence-based decisions regarding the maintenance, rehabilitation and replacement of community facilities.

On Going Project Priorities – Asset Management Plan.

ATTACHMENT

*Facility Asset Management Report was provided to Council at their November 21st, 2022 orientation session.

Subject: CAO Performance Appraisal
Report Number: MYR 22-03
Department: Office of the Mayor
Submitted by: Mayor Deb Gilvesy
Meeting Type: Council Meeting
Meeting Date: Monday, December 12, 2022

RECOMMENDATION

That a CAO Performance Appraisal Committee be formed consisting of Mayor Gilvesy,

Councillor _____ and Councillor _____.

BACKGROUND

Council is required to provide an appraisal of the CAO on a yearly basis. The purpose of the committee is to create the appraisal document in conjunction with the CAO to be distributed to Council upon completion.

Council will be requested to complete and return the Appraisal form by a deadline established by the Committee. It is anticipated that the CAO appraisal should be complete by the 2nd meeting of Council in January (January 23, 2023) for Council approval.

DISCUSSION

Role of Committee

- Review the priorities as defined by Council in conjunction with the CAO
- Performance Review Evaluation Form January 1, 2022 – Dec. 31st, 2022
- Tabulate results and responses from individual Council members
- Prepare a supplement report highlighting the following;

    - Summary sheet illustrating a summary of Council input

- Recommendation to Council regarding goals and priorities
- Recommendation to Council regarding CAO compensation based on corporate-wide compensation implementation for 2023

CONSULTATION

The Committee will work in conjunction with the CAO to develop the evaluation process as well as review the results with the CAO.

FINANCIAL IMPACT/FUNDING SOURCE

Any increase in salary of the CAO is to be considered and included in the Business Plan and Budget for 2023.

CORPORATE GOALS

How does this report support the corporate goals identified in the Community Strategic Plan?

☐ Lifestyle and amenities
☒ Customer service, communication and engagement
☐ Business attraction, retention and expansion
☐ Community growth
☐ Connectivity and transportation
☐ Not Applicable

Does this report relate to a specific strategic direction or project identified in the Community Strategic Plan? Please indicate section number and/or any priority projects identified in the plan.

Goal – The Town of Tillsonburg will strive for excellence and accountability in government, providing effective and efficient services, information, and opportunities to shape municipal initiatives.

Strategic Direction – Enhance employee engagement and training as the foundation for exceptional customer service.

Priority Project – N/A

The Corporation of the Town of Tillsonburg

Tillsonburg Transit Advisory Committee

November 14, 2022

10:00 a.m.

Hybrid Meeting

MINUTES

Present: Cindy Allen, Kathryn Leatherland, Lynn Temoin and Councillor Luciani

Also Present:

Ashley Taylor, Transit Coordinator

1. **Call to Order**

   The meeting was called to order at 10:01 a.m.

2. **Adoption of Agenda**

   Resolution #1

   Moved by: Councillor Luciani

   Seconded by: Lynn Temoin

   THAT the Agenda as prepared for the Tillsonburg Transit Advisory Committee meeting of November 14th 2022, be adopted.

   Carried

3. **Minutes of the Previous Meeting**

4. **Disclosures of Pecuniary Interest and the General Nature Thereof**

   No disclosure of pecuniary interest were declared.

5. **General Business and Reports**

   5.1. In Town Transit Update

   5.1.1. Statistics

Staff provided an overview of the In-Town Statistics. The In-Town bus had 856 riders in September 2022 and 961 riders in October 2022.

5.1.2. Christmas Bus

An update was provided on the Christmas Bus. The Christmas Bus is running on Saturday November 26th, December 3rd, December 10th and December 17th.

5.1.3. Stuff the Bus

The Stuff the Bus for the food bank event is happening on December 3rd 2022 from 10am-2pm. Business packages are available for businesses/organizations wishing to participate in the event.

5.1.4. Town Centre Mall Bus Stop Pavement Markings

The new pavement marking were shown to the committee.

5.2. Inter-community Transit Update

5.2.1. Statistics

Staff provided an overview of the Inter-Community Statistics.

5.3. New Route #1 Stop

The new stop on Route #1 – Stop 123 will be in service starting November 15, 2022.

6. Next Meeting

7. Adjournment

Resolution #3

Moved by: Kathryn Leatherland

Seconded by: Councillor Luciani

THAT the November 14, 2022 Tillsonburg Transit Advisory Committee meeting be adjourned at 10:29 a.m.

Carried

The Corporation of the Town of Tillsonburg
Affordable and Attainable Housing Advisory Committee
October 26, 2022
4:15 p.m.

Present: Gary Green, Rebecca Smith, Cole Warwick, Suzanne Renken, Councillor Parker, Councillor Esseltine, Cedric Tomico
Staff: Kyle Pratt, CAO; Cephas Panschow, Development Commissioner; and Laura Pickersgill, Executive Assistant/Assistant Clerk
Regrets: Dane Willson

MINUTES

1. **Call to Order**

   The meeting was called to order at 4:19 p.m.

2. **Adoption of Agenda**

   Resolution #1
   Moved by: Suzanne Renken
   Seconded by: Cedric Tomico
   THAT the Agenda as prepared for the Affordable and Attainable Housing Advisory Committee meeting of October 26, 2022, be adopted.
   Carried

3. **Minutes of the Previous Meeting**

   Resolution #2
   Moved by: Cedric Tomico

Seconded by: Suzanne Renken

THAT the minutes as prepared for the Affordable and Attainable Housing Advisory Committee meeting of August 3, 2022, be adopted.

Carried

4. Disclosures of Pecuniary Interest and the General Nature Thereof

There were no disclosures of pecuniary interest declared.

5. Presentations

5.1. My Second Unit Program

Presented by: Cole Warwick

Cole Warwick provided an overview of the My Second Unit Program.

Opportunity was provided for members to ask questions.

Councillor Esseltine joined the meeting at 4:21 p.m.

5.2. Master Housing Strategy Update

Presented by: Rebecca Smith

Rebecca Smith provided an update on phase two of the Master Housing Strategy that will be coming to Oxford County Council in the coming months.

5.3. Habitat for Humanity

Presented by: Al MacKinnon, CEO and Lynda Henriksen, Habitat for Humanity Heartland Ontario

Al MacKinnon and Lynda Henriksen provided an overview of the role of Habitat for Humanity Heartland Ontario and community engagement opportunities.

Details were provided regarding the development at 54 Braun Avenue.

Opportunity was provided for members to ask questions.

Rebecca Smith left the meeting at 4:45 p.m.

A discussion was held regarding how to scale an opportunity like this further.

5.4. Re-Imagining Bridge Street

Presented by: John Veldman, President, BMI Group Inc.

John Veldman provided an overview of the upcoming development “Stationview” located on Bridge Street. A discussion was held regarding the incorporation of affordable housing units inside of this development. Cole will provide a list of categories of affordable housing need in Oxford County at a future meeting.

Gary Green left the meeting at 5:18 p.m.

6. General Business and Reports

6.1. Potential Options for Increasing Residential Density- CP 2022-397

There were no comments regarding the report. This report will be added to the next agenda.

6.2. Indwell Opportunity- Cedric Tomico

Cedric Tomico provided an overview of Indwell and a summary of a meeting he and Councillor Parker had with the local contact for Indwell in Oxford County. The local contact from Indwell and Kelly Gilson, United Way Oxford to be invited to a future meeting.

7. Information Items

7.1. Override Municipal Zoning- Toronto Star

Kyle to provide more information following up on this item.

7.2. Foreign Real Estate Speculation News Release

There were no comments regarding this item.

8. Next Meeting

November 23, 2022 4:15 p.m.

9. Adjournment

Resolution #3

Moved by: Suzanne Renken

Seconded by: Cedric Tomico

THAT the October 26, 2022 Affordable and Attainable Housing Advisory Committee meeting be adjourned at 5:37 p.m.

Carried

The Corporation of the Town of Tillsonburg

Affordable and Attainable Housing Advisory Committee

November 23, 2022

4:15 p.m.

Present: Councillor Parker, Cedric Tomico, Gary Green, Rebecca Smith, Cole Warwick, Suzanne Renken, Dane Willson, Eric Gilbert

Staff: Kyle Pratt, Chief Administrative Officer; Cephas Panschow, Development Commissioner

Regrets: Laura Pickersgill, Executive Assistant/Assistant Clerk

MINUTES

1. Call to Order

The meeting was called to order at 4:22 p.m.

2. Adoption of Agenda

Resolution #1

Moved by: Dane Willson

Seconded by: Cedric Tomico

THAT the Agenda as prepared for the Affordable and Attainable Housing Advisory Committee meeting of November 23, 2022, be adopted.

Carried

3. Minutes of the Previous Meeting

Resolution #2

Moved by: Dane Willson

Seconded by: Gary Green

THAT the minutes as prepared for the Affordable and Attainable Housing Advisory Committee meeting of October 26, 2022, be adopted.
Carried

4. Disclosures of Pecuniary Interest and the General Nature Thereof

There were no disclosures of pecuniary interest declared.

5. Presentations

5.1. Indwell

Presented by: Justin DeWaard, Regional Manager
Justin DeWaard, Regional Manager, from Indwell provided an overview of their organization and services.
Opportunity was provided for members to ask questions.

5.2. United Way Oxford

Presented by: Kelly Gilson, Executive Director
Kelly Gilson, Executive Director, from United Way Oxford provided an overview of their organization and services, including the proposal of transitional housing.
Opportunity was provided for members to ask questions.

A discussion will be held at the next meeting on actionable items coming out of these presentations.

Dane Willson left the meeting at 5:21 p.m.

5.3. More Homes Built Faster Bill 23

Presented by: Eric Gilbert, Senior Planner, Oxford County
Eric Gilbert, Senior Planner, Oxford County provided an overview of the More Homes, Built Faster Bill 23.
Opportunity was provided for members to ask questions.

5.4. CP 2022-397- Potential Options for Increasing Residential Density

Presented by: Eric Gilbert, Senior Planner, Oxford County

Eric Gilbert provided an overview of report CP 2022-397.

Opportunity was provided for members to ask questions.

Cedric Tomico left the meeting at 5:43 p.m.

6. Information Items

6.1. Ontario Taking Bold Action to Build More Homes

There was no discussion on this item.

7. Next Meeting

January 25, 2022 4:15 p.m.

8. Adjournment

Resolution #3

Moved by: Gary Green

Seconded by: Suzanne Renken

THAT the November 23, 2022 Affordable and Attainable Housing Advisory Committee meeting be adjourned at 5:51 p.m.

Carried

The Corporation of the Town of Tillsonburg
Economic Development Advisory Committee
November 8, 2022
7:30 a.m.

Present: Randy Thornton, Steve Spanjers, Dane Willson, Cedric Tomico, Kirby Heckford, Andrew Burns, Councillor Deb Gilvesy, Jesse Goossens, Lisa Gilvesy

Staff: Kyle Pratt, Chief Administrative Officer; Cephas Panschow, Development Commissioner; Laura Pickersgill, Executive Assistant/Assistant Clerk

MINUTES

1. **Call to Order**

   The meeting was called to order at 7:33 a.m.

2. **Adoption of Agenda**

   Resolution #1

   Moved by: Dane Willson

   Seconded by: Randy Thornton

   THAT the Agenda as prepared for the Economic Development Advisory Committee meeting of November 8, 2022, be adopted.

   Carried

3. **Minutes of the Previous Meeting**

   Resolution #2

   Moved by: Cedric Tomico

   Seconded by: Dane Willson

THAT the minutes as prepared for the Economic Development Advisory Committee meeting of October 11, 2022, be adopted.
Carried

4. Disclosures of Pecuniary Interest and the General Nature Thereof

There were no disclosures of pecuniary interest declared.

5. General Business and Reports

5.1. Monthly Activity Update

Cephas Panschow provided a summary of Economic Development activity. Opportunity was provided for members to ask questions.

5.2. Quarter Economic Development Update

Stephen Molnar joined the meeting at 7:44 a.m.

Cephas Panschow provided an overview of the third quarter Economic Development and Marketing activity.

Opportunity was provided for members to ask questions.

5.3. Ground Lease Town Centre Mall Discussion

There was a discussion regarding the Town Centre Mall lease. Town staff are working with consultants to gain clarity on the document and its' provisions. It was noted that Strathallen has rights of first refusal of the lands. Suggestions were provided for options of selling the lands. This to be added to the next agenda. The appraisal report to be added to the next agenda.

5.4. Application for new term of Council Committees

Laura Pickersgill provided an update on the status of Council Committees. It was noted that Council could extend a current Committee so they can continue to meet to finish up outstanding projects.

6. Planning Items Circulation

There were no planning items for circulation.

7. Community Strategic Plan

7.1. Town Hall Task Force

Cephas had provided an update on this in the monthly activity update.

7.2. Affordable and Attainable Housing Committee

Kyle Pratt provided an update on the Committee's activities including that Oxford County is reviewing their Housing Master Plan with plans to include the Earle Street property. Members have met with Indwell to review opportunities for support in Tillsonburg.

7.3. Boundary Adjustment Committee

A sub-group of the Committee has reviewed the RFP submissions and will be providing a recommendation to the whole Committee on suggestions to move forward.

7.4. Physician Recruitment and Retention Committee

Kyle Pratt noted that another family physician has signed on to work in the Town and Committee action items are speeding up now that the new Tillsonburg District Memorial Hospital CEO is getting comfortable in her new role.

8. Community Organization Updates

8.1. Downtown Business Improvement Association

8.1.1. Report from BIA Chair ED11-01

The BIA Annual General Meeting is happening on November 23rd. There have been some façade improvement projects moving forward.

8.2. Tillsonburg District Chamber of Commerce

Suzanne Renken noted that the Chamber reached their fiscal year end on October 31st. The Annual General Meeting is happening on January 24th and they are recruiting for six new board positions. The next 'Business After 5' is taking place at Tillsonburg Garden Gate. Chamber representatives continue to have meetings regarding the COVID-19 related WSIB claims.

8.3 Tillsonburg District Real Estate Board

8.3.1 October 2022 Statistics

Tillsonburg District Real Estate Board has merged to be the Woodstock, Ingersoll, Tillsonburg and Area Association of Realtors (WITAAR). Dane Willson provided a summary of the statistics. Dane will discuss getting the shorter version of statistics for circulation moving forward.

9. Round Table

Mayor Molnar thanked the members of the Committee for their passion and dedication on this Committee for this term of Council.

McFarlan Rowlands Company is a finalist for 2022 IBAO Awards of Excellence Brokerage of the Year- Over 25 Brokers Category.

Thompson Goossens Accountants LLP has be rebranded and will be serving customers at their Tillsonburg, Norwich and Delhi locations.

10. Next Meeting

December 13, 2022 at 7:30 a.m.

11. Adjournment

Resolution #3

Moved by: Randy Thornton

Seconded by: Kirby Heckford

THAT the November 8, 2022 Economic Development Advisory Committee meeting be adjourned at 8:47 a.m.

Carried

The Corporation of the Town of Tillsonburg
Boundary Adjustment Advisory Committee
November 16, 2022
7:30 a.m.

MINUTES

Present: Dave Beres, Samantha Hamilton, Cedric Tomico, Mayor Deb Gilvesy, Jesse Goossens
Staff: Cephas Panschow, Development Commissioner; Kyle Pratt, Chief Administrative Officer; Laura Pickersgill, Executive Assistant/Assistant Clerk
Regrets: Andrew Burns

1. **Call to Order**

   The meeting was called to order at 7:31 a.m.

2. **Adoption of Agenda**

   Resolution #1
   Moved by: Cedric Tomico
   Seconded by: Samantha Hamilton
   THAT the Agenda as prepared for the Boundary Adjustment Advisory Committee meeting of November 16, 2022, be adopted.
   Carried

3. **Disclosures of Pecuniary Interest and the General Nature Thereof**

   There were no disclosures of pecuniary interest declared.

4. Adoption of Previous Minutes

Resolution #2

Moved by: Mayor Gilvesy

Seconded by: Samantha Hamilton

THAT the Boundary Adjustment Advisory Committee minutes dated October 18, 2022, be adopted.

Carried

5. General Business and Reports

5.1. CP 2022-397- Potential Options for Increasing Residential Density

Presented by: Eric Gilbert, Senior Planner, Oxford County

Eric Gilbert, Senior Planner provided an overview of CP 2022-397- Potential Options for Increasing Residential Density.

Kyle Pratt joined the meeting at 7:37 a.m.

Opportunity was provided for members to ask questions.

5.2. Constraint Mapping

There was no discussion on this item.

6. Resolutions from Closed Session

Resolution #3

Moved by: Jesse Goossens

Seconded by: Cedric Tomico

THAT the Boundary Adjustment Committee defer the decision to chose a consultant until more details regarding Bill 23 are released.

Carried

7. Next Meeting

At the call of the Chair

8. Adjournment

Resolution #4

Moved by: Samantha Hamilton

Seconded by: Mayor Gilvesy

THAT the November 16, 2022 Boundary Adjustment Advisory Committee meeting be adjourned at 8:26 a.m.

Carried

Tillsonburg Police Services Board Minutes

Date: September 21, 2022
Time: 8:30 a.m.
Location: OPP Boardroom

Present:
Larry Scanlan, Inspector Hymers, Mayor Molnar, G. Horvath, Councillor Rosehart, Ann Loker, Becky Turrill

Absent with Regrets:

Also Present:

1. **Call to Order**
   The meeting was called to order at 8:30 a.m.

2. **Adoption of Agenda**
   Resolution #1
   Moved by: Mayor Molnar
   Seconded by: A. Locker
   THAT the Agenda as prepared for the Police Services Board meeting of September 21, 2022, be adopted.
   Carried

3. **Disclosures of Pecuniary Interest and the General Nature Thereof**
   There were no disclosures of pecuniary interest declared.

4. **Adoption of Minutes of Previous Meeting**
   Proposed Resolution #2
   Moved by: G. Horvath
   Seconded by: A. Loker
   THAT the Police Services Board Meeting Minutes of August 17, 2022 be approved.
   Carried

5. **Presentations/Deputations**

   5.1. Inspector Hymers presented August reports to the board. Additional report to be forwarded to the Board once received

   5.2. Presented the Board with a cheque from the annual auction

6. **General Business & Reports**

   6.1. LLWP Sponsored Swim – great turn out.

6.2. Front Entrance Repair is complete and looks great.

6.3. False Alarm By-Law – we are at the printing stage.

6.4.

6.4.1. Request for Armadillo on Allen – going to be placed today

6.4.2. Purchase of a second Armadillo – Board discussion – waiting on a quote

6.4.3. 3-Way Stop Support
Resolution #3
Moved by: A. Loker
Seconded by: Mayor Molnar
THAT the Tillsonburg Police Services Board received information and further support the installation of a 3-way stop on Allen and Christie streets
Carried

6.5. Homeless - Information and Board discussion – next steps

6.6. Calls for service – Naloxone Administered (OPP only) 5 occurrences (YTD)

6.7. 2023 DRAFT Budget
Resolution #4
Moved by: Councillor Rosehart
Seconded by: G. Horvath
THAT the Tillsonburg Police Services Board received information and further support the 2023 DRAFT budget
Carried

6.8. 2022-2024 RIDE Grant Application – Chair discussed Due date October 17, 2022

6.9. Red Light Cameras – Information given to the Board from the Chair regarding cost, maintenance and repairs vs ticket fees.

7. Correspondence

8. Other Business

9. Next Meeting – Wednesday October 19, 2022

10. Adjournment

Resolution #5
Moved by: G. Horvath
Seconded by: C. Rosehart
THAT the September 21, 2022 Police Services Board meeting be adjourned at 9:31a.m.
Carried

TPSB Chair

TPSB Secretary

Tillsonburg Police Services Board Minutes

Date: October 19, 2022
Time: 8:30 a.m.
Location: OPP Boardroom

Present:
Larry Scanlan, Inspector Hymers, Mayor Molnar, G. Horvath, Councillor Rosehart, Ann Loker, Becky Turrill

Absent with Regrets:

Also Present:

1. **Call to Order**
   The meeting was called to order at 8:30 a.m.

2. **Adoption of Agenda**
   Resolution #1
   Moved by: C. Rosehart
   Seconded by: A. Locker
   THAT the Agenda as prepared for the Police Services Board meeting of October 19, 2022, be adopted.
   Carried

3. **Disclosures of Pecuniary Interest and the General Nature Thereof**
   There were no disclosures of pecuniary interest declared.

4. **Adoption of Minutes of Previous Meeting**
   Proposed Resolution #2
   Moved by: A. Loker
   Seconded by: G. Horvath
   THAT the Police Services Board Meeting Minutes of September 21, 2022 be approved.
   Carried

5. **Presentations/Deputations**

   5.1. Inspector Hymers presented September reports to the board.

   5.2. Transfer of Care discussion – wait times have decreased due to MHART

6. **General Business & Reports**

   6.1. Contract Costing – review and discussion of information

6.2. OPP RIDE Grant – completed, submitted and accepted.

6.3. Funding Request - Armadillo.
Resolution #3
Moved by: Mayor Molnar
Seconded by: A. Loker
THAT the Tillsonburg Police Services Board transfer $2800.00 from reserves to Town of Tillsonburg Operations Department to assist with the purchase of an Armadillo
Carried

6.4. Funding Request – Drop Camera. Information received. Inspector Hymers to bring total cost of the unit to our November meeting

6.5. Zone 4 Meeting - Results/Detachment Board Update – update given by the Chair

6.6. Speeding Issues – waiting on Allen Street report

6.7. Homeless Issues – Discussion - OPP and MHART have offered support.

7. Correspondence – Thank you card received from T. Clark

8. Other Business

9. Next Meeting – Wednesday November 16, 2022

10. Adjournment
Resolution #4
Moved by: A. Loker
Seconded by: C. Rosehart
THAT the October 19, 2022 Police Services Board meeting be adjourned at 9:47a.m.
Carried

TPSB Chair

Becky Turnbull

TPSB Secretary

THE CORPORATION OF THE TOWN OF TILLSONBURG

BY-LAW NUMBER 2022-073

A BY-LAW to establish policies and procedures for the procurement of goods and services and the disposal of surplus goods for the Corporation of the Town of Tillsonburg and to repeal By-Law 2020-070.

WHEREAS pursuant to Section 270 of the Municipal Act, 2001, c. 25, a Municipality or local board shall adopt policies with respect to its procurement of goods and services;

AND WHERES the Council of the Corporation of the Town of Tillsonburg recognizes its responsibility to provide for fair, transparent and accountable purchasing practices for the effective utilization and disposal of all its resources; and

AND WHEREAS the Council of the Corporation of the Town of Tillsonburg deems it necessary and expedient to repeal By-Law 2020-070, Purchasing Policy.

NOW THEREFORE THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE TOWN OF TILLSONBURG ENACTS AS FOLLOWS:

1. THAT the Town of Tillsonburg Purchasing Policy attached hereto as "Schedule A" is hereby adopted and forms part of this by-law.

2. AND THAT By-Law 2020-070, Purchasing Policy, be and is hereby repealed in its entirety.

3. AND THAT this by-law comes into full force and effect on the day of passing.

4. THAT any other by-law inconsistent with this by-law shall be hereby repealed.

5. THAT this by-law shall come into full force and effect upon the day of final passing.

READ A FIRST AND SECOND TIME THIS 12th DAY OF DECEMBER, 2022.

READ A THIRD AND FINAL TIME AND PASSED THIS 12th DAY OF DECEMBER, 2022.

_____
Mayor – Deb Gilvesy

_____
Clerk – Kyle Pratt

THE CORPORATION OF THE TOWN OF TILLSONBURG

BY-LAW 2022-078

A by-law to enter into an airport hanger land lease with Mark Kniss.

WHEREAS the Corporation of the Town of Tillsonburg is desirous of entering into an airport hanger lease agreement with Mark Kniss for land described as PT LT 3-4 CON 7 DEREHAM; Lot 5-6 CON 7 DEREHAM; PT LT 7 CON 7 DEREHAM PT 1, 2, 3, 4 & 5 41R2877, PT 2 & 3, 41R2714, PT 1, 2 & 3, 41R4343, PT 1, 2, 3 & 4 41R4545; S/T 406551; SOUTH-WEST OXFORD; municipally known as 244411 Airport Road, Tillsonburg Airport;

BE IT THEREFORE ENACTED by the Council of the Corporation of the Town of Tillsonburg as follows:

1. That the land lease agreement attached hereto forms part of this by-law;
2. The Mayor and the Clerk are authorized and directed to execute the attached lease agreement on behalf of the Corporation of the Town of Tillsonburg.
3. That this By-Law shall come into force and take effect on the date it is passed.

READ A FIRST AND SECOND TIME THIS 12th DAY OF DECEMBER, 2022.

READ A THIRD AND FINAL TIME AND PASSED THIS 12th DAY OF DECEMBER, 2022

_____

Mayor – Deb Gilvesy

_____

Clerk – Kyle Pratt

TILLSONBURG AIRPORT HANGAR LEASE

This Lease is made this 12th day of December, 2022 (the "Effective Date").

B E T W E E N

THE CORPORATION OF THE TOWN OF TILLSONBURG

(the "Landlord")

- and –

Mark Kniss
104 Crosier Street, Delhi Ontario

(the "Tenant")

WHEREAS the Landlord owns all and singular that certain parcel or tract of land and premises situated, lying and being in the Township of South West Oxford in the County of Oxford, being compromised of:

PT LT 3-4 CON 7 DEREHAM; LT 5-6 CON 7 DEREHAM; PT LT 7 CON 7 DEREHAM PT 1, 2, 3, 4 & 5, 41R2877, PT 2 & 3, 41R2714, PT 1, 2 & 3, 41R4343, PT 1, 2, 3 & 4, 41R4545; S/T 406551; SOUTH-WEST OXFORD;

PIN: 00016-0089 (LT); LRO #41;

municipal address being 244411 Airport Road, Tillsonburg, ON N4G 4H1;

referred to herein as the "Property", the "Airport" or the "Tillsonburg Airport" upon which is located the Tillsonburg Airport which is owned and operated by the Landlord.

In consideration of the covenants, agreements, warranties and payments herein set forth and provided for, the sum of two dollars ($2.00) paid by each party to the other and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto respectively covenant and agree as follows:

1. LEASED PREMISES

(1) The Leased Premises shall consist of a portion of the Tillsonburg Airport identified as Taxiway C1 Lot 9 on the plan attached as Schedule "A", being the area upon which the Tenant's airplane hangar shall be located plus one (1) metre of land extended beyond the exterior perimeter of the Tenant's airplane hangar building (the "Leased Premises").

(2) Notwithstanding the above, the Landlord reserves the right to assign an alternate lot to the Tenant on thirty (30) days' written notice at any time prior to the commencement of construction of the Tenant's hangar.

(3) The Landlord covenants and agrees to the construction by the Tenant of an airplane hangar on the Leased Premises being a Hangar, (the "Hangar") subject to the provisions of Schedule "B". The Tenant shall complete the construction of the Hangar at its sole cost and expense.

(4) The Landlord covenants and agrees that the Hangar on the Leased Premises is not owned by the Landlord but is owned by the Tenant.

2. GRANT OF LEASE

(1) The Landlord leases the Leased Premises to the Tenant:

(a) at the Rent set forth in Section 3;
(b) for the Term set forth in Section 4; and
(c) subject to the conditions and in accordance with the covenants, obligations and agreements herein including schedules.

(2) The Landlord covenants that it has the right to grant the leasehold interest in the Leased Premises free from encumbrances except as disclosed on title.

3. RENT

(1) Rent means the amounts payable by the Tenant to the Landlord pursuant to this Section and includes Additional Rent.

(2) The Tenant covenants to pay to the Landlord, during the Term of this Lease rent as follows (the "Base Rent"): for every year of the Term, the total sum of $1,116.00 per annum (based upon $0.31 per square foot of Hangar building area) plus H.S.T., and any other applicable services tax which may accrue on account of the Landlord collecting rent, payable yearly

in advance. Base Rent shall commence on the first day of the Term. If the first day of the Term is not January 1st then Base Rent for the first year of the term shall be prorated until December 31 of the initial year. Base Rent shall then be due on 1st day of the year commencing on January 1st, 2023 and every 1st day of January thereafter. The Parties further agree that the Landlord may, in their sole and absolute discretion, increase the Base Rent annually in accordance with the Town of Tillsonburg Rates and Fees Bylaw, as amended. If the square footage of the Hangar on the Leased Premises expands then the Base Rent shall accordingly increase in proportion to the additional square footage.

(3) The Tenant further covenants to pay all other sums required by this Lease to be paid by it and agrees that all amounts payable by the Tenant to the Landlord or to any other party pursuant to the provisions of this Lease shall be deemed to be additional rent ("Additional Rent") whether or not specifically designated as such in this Lease.

(4) The Landlord and the Tenant agree that it is their mutual intention that this Lease shall be a completely carefree net lease for the Landlord and that the Landlord shall not, during the Term of this Lease, be required to make any payments in respect the Leased Premises other than charges of a kind personal to the Landlord (such as income and estate taxes and mortgage payments) and to effect the said intention of the parties the Tenant promises:

(a) to pay as Additional Rent: business taxes, real estate taxes and licenses if applicable;
(b) to pay all annual fees in accordance with the Town of Tillsonburg Rates and Fees Bylaw, as amended, as Additional Rent for such expenses incurred by the Landlord for the maintenance and servicing of the Airport; and,
(c) to pay the Landlord a one-time capital recovery charge, based on actuals, for the Landlord to construct the associated hangar apron, if applicable; and,
(d) to pay for or provide servicing and maintaining the Leased Premises and the Hangar and shall include the following:

(i) all utilities and services including, but not limited to, electricity, water, sewage, natural gas and propane. The Tenant acknowledges that connection fees for utilities and services are entirely at the Tenant's cost. Further, the Tenant acknowledges that nothing in this Lease, including in this article, is a warranty, covenant or representation by the Landlord to provide connections, utilities or services to the Leased Premises or that the services or utilities can be extended to the Leased Premises;
(ii) snow removal and landscaping on the Leased Premises including cutting the grass and weed control of the Leased Premises including the one (1) metre area around the perimeter of the Hangar;
(iii) all repair, service and maintenance to the Hangar including reasonable wear and tear; and,
(iv) to pay airport infrastructure fees in accordance with the Town of Tillsonburg Rates and Fees Bylaw, as amended.

(5) The Tenant hereby agrees to indemnify and protect the Landlord from any liability accruing to the Landlord in respect of the expenses payable by the Tenant as provided for herein.

(i) The Tenant on behalf of itself/himself/herself/themselves, its/his/her/their heirs, executors, administrators and assigns, including its/his/her/their successors in title, hereby covenants and agrees to indemnify and save harmless the Landlord from all actions, cause of actions, suits, claims, demands, damages, losses, costs, charges and expenses of every nature and kind whatsoever by whomsoever make brought or prosecuted, including legal fees, which the Landlord may incur or have to pay, which may arise either directly or indirectly by reason of any activity, actions, performance, negligence or non-performance of the Tenant, its employees, servants, agents, contractors, subcontractors, architect, landscape architect, engineer, surveyor, planner, consultant, project manager or any other person the Tenant is responsible for at law during the duration of this Agreement; in executing the Works under this Agreement; by reason of installation of any Works required under this Agreement; by the failure of the Tenant to complete the installation of the Works required under this Agreement; because of or on account of the ownership, construction, use existence, or maintenance of the property described in the Agreement; by the exercise of the Tenant's powers under this Agreement; the construction, maintenance or the improper or inadequate construction, installation and/or maintenance of the Works; any act or omission of said parties while undertaking the Works; or by reason of the neglect of the Tenant or its employees, servants, agents, contractors, subcontractors or others for whom the Tenant is responsible at law.

(ii) Without limiting the generality of the foregoing, the Tenant agrees to indemnify and save harmless the Landlord for any issues related to the alteration of any grade or existing level construction, the maintenance or repair of any taxiway within the Airport, or by reason of the failure, neglect or omission of the Tenant to do anything agreed to be done pursuant to this Agreement or by reason of

any act or omission of the Tenant, including failure of the Tenant to comply with the *Construction Act*.

(6) Additional Rent shall be payable yearly in advance on the same dates stipulated for payment of Base Rent in Section 3 (2).

(7) All payments to be made by the Tenant pursuant to this Lease are to be in Canadian funds by bank draft, money order or cheque payable to the Landlord and shall be delivered to the Landlord at the Landlord's address for service set out in Section 17 or to such other place as the Landlord may from time to time direct in writing.

(8) All Rent in arrears and all sums paid by the Landlord for expenses incurred which should have been paid by the Tenant shall bear interest from the date payment was due, or made, or expense incurred at a rate per annum equal to the prime commercial lending rate of the Landlord's bank plus two (2) per cent.

(9) The Tenant acknowledges and agrees that the payments of Rent and Additional Rent provided for in this Lease shall be made without any deduction for any reason whatsoever unless expressly allowed by the terms of this Lease or agreed to by the Landlord in writing and no partial payment by the Tenant which is accepted by the Landlord shall be considered as other than a partial payment on account of Rent owing and shall not prejudice the Landlord's right to recover any Rent owing.

4. TERMS AND POSSESSION

(1) The Tenant shall have possession of the Leased Premises for a period of twenty years, ten months (the "Term"), commencing on the 1st day of November, 2022 and ending on the 1st day of January, 2042.

(2) The Tenant shall pay any and all connection costs for hydro, gas, water, heating, air-conditioning and for all other services and utilities as may be provided to the Leased Premises. The Tenant shall arrange with the local authority for connection of gas, electricity and water in the name of the Tenant. Nothing in this paragraph or lease is a warranty or representation by the Landlord that any utilities or services are extended to the Leased Premises or can be extended to the Leased Premises.

(3) Subject to the Landlord's rights under this Lease, and as long as the Tenant is in good standing, the Landlord covenants that the Tenant shall have quiet enjoyment of the Leased Premises during the Term of this Lease without any interruption or disturbance from the Landlord or any other person or persons lawfully claiming through the Landlord.

5. ABATEMENT OF RENT DURING CONSTRUCTION

(1) So long as the Lease has been fully executed, the Tenant has provided the Landlord with proof of the Tenants insurance, and the Tenant has paid the first and last month's Rent to be held as a deposit, the Landlord shall provide the Tenant with possession of the Leased Premises for a period of up to six (6) months commencing on the Effective Date for the purposes of constructing the Hangar on the Leased Premises. All terms of the Lease shall be applicable from the Effective Date save and except for the payment of Rent, Base Rent and Additional Rent which shall be payable as of the first day of the month of occupancy of the Hangar or the expiry of the six (6) month construction period whichever occurs first.

(2) In the event the Tenant has not completed construction of the Hangar within the six (6) month construction period, the Landlord, in its sole and absolute discretion, may extend the construction period upon written request of the Tenant or terminate this Lease of which then the Tenant's deposit provided in Section 5 (1) would be forfeited.

6. ASSIGNMENT

(1) The Tenant shall not assign this Lease or sublet the whole or any part of the Leased Premises unless they first obtain the consent of the Landlord in writing, which consent shall not unreasonably be withheld and provided the sub-Tenant and/or assignee signs a written acknowledgement that he/she will be bound by the terms, conditions and rules as provided for in this Lease. The Tenant hereby waives its right to the benefit of any present or future Act of the Legislature of Ontario which would permit the Tenant to assign this Lease or sublet the Leased Premises without the Landlord's consent.

(2) The consent of the Landlord to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting.

(3) Any consent given by the Landlord to any assignment or other disposition of the Tenant's interest in this Lease or in the Leased Premises shall not relieve the Tenant from its obligations under this lease, including the obligation to pay Rent, Base Rent and Additional Rent as provided for herein.

(4) If all or more than 50% of the shares in the Tenant should be sold, assigned or transferred in any manner to a person other than the Tenant, then such transferee shall be bound by

the terms and conditions of this Lease.

7. USE

(1) During the Term of this Lease the Leased Premises shall not be used for any purpose other than as an aircraft hangar for the storage, repair and operation of airplanes, without the express consent of the Landlord given in writing. The Tenant shall not construct a new hangar or any other building on the Leased Premises except in accordance to the terms of this Lease.

(2) The Tenant shall not do or permit to be done at the Leased Premises anything which may:

(a) contravene any Airport use, standards, or tenant policy as established by the Landlord from time to time;
(b) cause damage to the Leased Premises;
(c) cause injury or annoyance to occupants of neighbouring premises;
(d) make void or voidable any insurance upon the Leased Premises;
(e) constitute a breach of any by-law, status, order or regulation of any municipal, provincial or other competent authority relating to the Tillsonburg Airport, the Leased Premises including any septic bed or other property, equipment or appurtenances; and,
(f) create an environmental hazard. The Tenant shall not store, allowed to be stored or do anything that creates hazardous waste or toxic material as defined by the Environmental Protection Act or any related or successor legislation. If an order is made by any level of government, including all agencies, crown corporations, municipal bodies, or a court is made as a result of the Tenant's, or its servants, directors, employees, invitees, customers or agents, actions or inaction under this Article or Article 7(2)(e) above or as a result of the septic bed system used by the Tenant then the Tenant shall satisfy the terms of such order including, but not limited to, paying all costs of the work required and shall indemnify and save the Landlord harmless from any costs, including legal costs, if the Landlord suffers any damages or pays any costs associated with such order.

(3) The Tenant shall:

(a) not interfere in the use of the Airport or any other use of the Property. The Tenant acknowledges that there are other uses of the Property and it shall not interfere in any other use of the Property. The Tenant further acknowledges that there are other Tenants and users of the Airport and it shall not unreasonably interfere in the use or operation of the Airport in any manner nor shall it do, or allow to be done by any of its invitees, customers, employees or agents, anything that would cause or constitute a nuisance, safety violation or hazard to any other Tenant or any user of the Airport who are acting reasonably;
(b) comply with all federal and provincial transportation guidelines, regulations, rules, by-laws, statutes, directives and any other such matter that governs the flight, use or operation of aircraft;
(c) not block or obstruct the taxiways or runway and permit the ingress and egress to adjacent hangars, aprons and parking areas;
(d) not conduct any major repairs to any motor vehicle of any kind other than an aircraft or any vehicle or machinery ancillary to or connected with aircraft;
(e) not perform aircraft repair or maintenance outside of the Leased Premises;
(f) not start any aircraft in the Hangar;
(g) not store any items on the Leased Premises, surrounding Property or in the Hangar other than aircraft and related aircraft items except as specifically permitted in this agreement;
(h) not store any flammable products inside the Hangar or on the Leased Premises with the exception of fuel or necessary aircraft related products;
(i) notify the Landlord of any public activities and/or events no less than thirty (30) days before such activity and/or event with approval by the Landlord, in its sole and absolute discretion and such approval not to be unreasonably withheld;
(j) comply with all rules and regulations of the Airport and ensure the compliance of all the Tenant's contractors, employees, agents, customers and invitees; and,
(k) provide proof of documentation showing current and proper insurance coverage of any aircraft stored inside the Hangar.

(4) The Tenant covenants and agrees that the Landlord may require the adjustment in the Airport leases and as such may demand the Tenant move the Hangar and the location of the Leased Premises. The Landlord shall compensate the Tenant for any expenses in moving the Hangar as agreed between the Parties.

(5) The Tenant shall be permitted to construct and maintain one (1) aircraft hangar (the "Works") on the Leased Premises as follows:
(a) the dimensions of the Hangar shall be 60 feet by 60 feet for a total floor area of 3,600 square feet;
(b) the style of the Hangar shall be either a pole barn style building or a metal frame building;

(c) the siding, siding colour, roof colour, hanger number, and height of the building will be maintained in accordance with current Airport standards as approved by the Landlord;

(d) the hangar apron shall be constructed of a hard surface (i.e. asphalt or concrete) with a minimum 300mm (12") structural sub-base to the satisfaction of the Landlord;

(e) any construction or renovation shall comply with the construction requirements of the Landlord in its sole and absolute discretion including the construction requirements detailed in Schedule "B" to this Lease and all applicable building code standards and by-laws of the municipality in which the Leased Premises are located and any federal or provincial statutes, rules or regulations;

(f) prior to the commencement of construction, the Tenant shall submit, at its sole cost, a site plan and drainage/grading plan which shall include, but not limited to, the information required in this Article 7(5) of this Lease and the proposed floor elevation, which all shall be subject to the approval of the Landlord;

(g) the Tenant agrees to maintain the lot grading during and after construction and erection of the Hangar and shall comply with the lot grading and drainage requirements of the Landlord at the sole cost of the Tenant;

(h) obtain all necessary permits, as applicable, at the expense of the Tenant; and,

(i) the Tenant shall be responsible for and pay the cost of all repair, renovation, and maintenance and nothing in this Lease shall render the Landlord responsible for any such costs.

(6) The Landlord acknowledges that it has granted access to the Tenant for the Tenant to maneuver its aircraft from the Hangar to the adjacent taxiway and runway of the Airport. Further, the Landlord hereby grants to the Tenant, its successors and assigns, free and uninterrupted access in, over, upon, across or through the Hangar apron area, defined as 19 metres wide and 6.5 metres from the front of the Hangar to the adjacent taxiway. The Landlord grants to the Tenant the right to enter upon the Hangar apron area at all times and to pass and re-pass thereon as may be required by the Tenant, and its licensees, successors, assigns, servants, agents, employees and contractors including all necessary vehicles, equipment and machinery, from time to time, for the purposes of installing, maintaining, replacing, and reconstructing a suitable surface treatment to the Hangar apron as approved by the Landlord in its sole and absolute discretion. Any cost of installing, removing, maintaining, replacing and/or reconstructing the Hangar apron shall be at the sole expense of the Tenant without contribution of the Landlord. The Tenant covenants that it shall not conduct such work to the Hangar apron without first obtaining the consent of the Landlord and such consent shall not be unreasonably withheld. The Tenant hereby releases the Landlord from any and every claim which may or might arise out of the proper exercise by the Tenant of any of the rights granted herein.

8. CONSTRUCTION IMPLEMENTATION SCHEDULE **(Not Applicable / Existing Hangar)**

(1) The Tenant hereby undertakes to complete the work herein in accordance with the timeframes set out in the Schedule "C" (the "Construction Schedule"). The Tenant shall submit a proposed construction schedule which shall be subject to amendments and approval by the Landlord and attached hereto as Schedule "C". A variance to the timeframes will only be allowed if approved in writing by the Landlord. Failure to comply may result in the Tenant being in default of this Agreement and the Landlord may seek remedy pursuant to this Agreement.

(2) The Landlord approved work shall be carried out by the Tenant in a proper and professional manner so as to do as little damage or disturbance as possible to the Airport lands or the Airport's infrastructure. The Tenant shall repair and make good all damage and disturbance that may be caused to the Airport lands or the Airport's infrastructure, to the satisfaction of the Landlord, acting reasonably, at the sole expense of the Tenant.

(3) During construction, the works to be carried out by the Tenant, shall be maintained in all respects in a state of good repair by the Tenant, including keeping the site in a sound, neat, safe and clean condition to the satisfaction of the Landlord. If the site is not kept in a state of good repair, upon seven (7) business days written notice to the Tenant (or such shorter time as may be required in the case of an emergency or other urgent matters or as otherwise provided herein), the Landlord shall have the right to do any work necessary to fulfill this condition and all costs incurred by the Landlord shall be recovered from the Tenant and may be recovered as Additional Rent.

9. REPAIR AND MAINTENANCE

(1) The Tenant covenants that during the term of this Lease and any renewal thereof, the Tenant shall keep the Leased Premises and Hangar in good condition including all alterations and additions made thereto, and shall, with or without notice, promptly make all needed repairs and all necessary replacements as would a prudent owner. The Tenant shall be responsible for all wear and tear to the Hangar and shall affect all repairs as necessary. Save and accept the Landlord's, or its agent's, contractor's and employee's negligence or intentional actions, at no time is the Landlord responsible for any repairs or

damage to the Hangar or the Leased Premises.

(2) The Tenant shall permit the Landlord or a person authorized by the Landlord to enter the Leased Premises including the Hangar to examine the condition thereof and view the state of repair at reasonable times:

(a) and if upon such examination repairs are found to be necessary, written notice of the repairs required shall be given to the Tenant by or on behalf of the Landlord and the Tenant shall make the necessary repairs within the time specified in the notice; and,

(b) if the Tenant refuses or neglects to keep the Leased Premises including the Hangar in good repair the Landlord may, but shall not be obliged to, make any necessary repairs, and shall be permitted to enter the Leased Premises and Hangar, including by its servants or agents, for the purpose of effecting the repairs without being liable to the Tenant for any loss, damage or inconvenience to the Tenant in connection with the Landlord's entry and repairs. If the Landlord makes such repairs the Tenant shall pay the cost of them immediately as Additional Rent.

(3) Subject to any renewal, upon the expiry of the Term or other determination of this Lease the Tenant agrees to surrender peaceably the Leased Premises to the Landlord in a state of good repair and subject to the conditions contained in this Article 9(3). The Tenant may remove the Hangar provided the Tenant places the Leased Premises back into a similar condition as it was in prior to the construction of the Hangar even if the construction of the Hangar predated this Lease. At any time during the Term, expiry of the Term, if an Act of Default occurs or upon termination of this Lease if the Tenant is in arrears of any rent whatsoever the Tenant agrees that the Landlord shall be permitted to register such lien on the Hangar under the *Personal Property Security Act* and possession of the Hangar will not be obtained by the Tenant until the lien is paid in full with all accrued interest and legal fees.

(4) The Tenant shall immediately give written notice to the Landlord of any substantial damage that occurs to the Leased Premises including the Hangar from any cause.

(5) The Tenant hereby agrees that at no time is the Landlord responsible for any damage, including damage to property or personal injury, as a result of the Tenant's use of the Leased Premises, Airport or Property and the Tenant hereby waives any cause of action in law, equity or by statute as against the Landlord for any loss. The Tenant acknowledges that it shall not institute any claim or make any demand against the Landlord, or anyone that may claim indemnity from the Landlord, for any personal injury or damage to property, including aircraft, as a result of the Tenant's use (including storage) of the Hangar, Airport or Property. The Tenant acknowledges that the use of the Airport, Hangar or Property is at its own risk.

(6) The Tenant hereby forever releases the Landlord from any and all claims in law, equity or by statute as a result of any intentional or negligent acts of any other Tenant and/or user of the Property and/or Airport, or their agents, contractors, invitees, customers or employees that may cause death, personal injury or property loss to the Tenant or its agents, customers, employees, contractors or invitees.

10. ALTERATIONS AND ADDITIONS

(1) If the Tenant, during the Term of this Lease or any renewal of the Lease, desires to make any alterations or additions to the Leased Premises, including but not limited to; erecting partitions, attaching equipment, and installing necessary furnishings or additional equipment of the Tenant's business but not including erecting a new hangar or any other accessory building, the Tenant may do so at his own expense provided that any and all alterations or additions to the Leased Premises made by the Tenant must comply with any requirement of the Landlord including Schedule "B" and all applicable building code standards and by-laws of the municipality in which the Leased Premises are located and any federal or provincial statutes, rules or regulations.

(2) The Tenant shall pay Rent at the rate prescribed in paragraph 3 above based upon the area of the Hangar subsequent to any addition or alteration.

(3) The Tenant shall be responsible for and pay the cost of any alterations, additions, installations or improvements that any governing authority, municipal, provincial or otherwise, may require to be made in, on or to the Leased Premises.

(4) No sign, advertisement or notice shall be inscribed, painted or affixed by the Tenant, or any other person on the Tenant's behalf, on any part of the outside of the Hangar unless it is located along the facade of the Hangar's front and provided it complies with the Landlord's signage requirements and with all applicable laws, by-laws and regulations and is in good workmanlike manner. No other sign, advertisement or notice shall be erected unless it has been approved in every respect by the Landlord in writing.

(5) The Tenant agrees, at its own expense and by whatever means may be necessary, immediately to obtain the release or discharge of any encumbrance that may be registered against the Landlord's property in connection with any additions or alterations to the Leased Premises made by the Tenant or in connection with any other activity of the Tenant.

(6) The Tenant shall, at his own expense, if requested by the Landlord, remove any or all additions or improvements made by the Tenant to the Leased Premises during the Term and shall repair all damage caused by the installation or the removal or both.

(7) The Tenant shall not bring onto the Leased Premises or any part of the Leased Premises any machinery, equipment or any other thing that might in the opinion of the Landlord, by reason of its hazardous nature, weight, size or use, damage the Leased Premises or the Property. If the Leased Premises or Property are damaged the Tenant shall restore the Leased Premises or Property immediately or pay to the Landlord the cost of restoring the Leased Premises or Property.

11. INSURANCE

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

(2) The Tenant shall carry insurance in its own name insuring against the risk of damage to the Tenant's property and the Hangar within the Leased Premises caused by fire or other perils.

(3) The Tenant shall carry such general liability and property damage insurance including personal injury and property damage coverage with at least two million ($2,000,000.00) dollars in limits of each occurrence with respect to the Leased Premises and Tenant's occupation of the Leased Premises. Such insurance policy shall contain no airport site exclusion.

(4) All insurance policies in this Section 11 including this Article shall name the Landlord, where applicable, as an insured and loss payee and the policy shall include a cross-liability endorsement. All policies shall be applicable as primary insurance, taking precedence over any other insurance protection owned by the Landlord. The Tenant shall insure that each insurance policy contains a waiver of subrogation rights which the insurer may have against the Landlord and the persons for whom is legally responsible.

(5) Upon demand of the Landlord, the Tenant shall provide a copy of any and all policies of insurance including renewals and terms of such policies to the Landlord. If any policy of insurance is canceled the Tenant shall inform the Landlord without delay of such cancellation and shall obtain a replacement policy without delay on the same terms as set out in this Section 11. Under no circumstances shall delivery of and review by the Landlord of any certificate set forth or any insurance policy or any other proof of existence of the insurance coverage release the Tenant of its obligations to take out insurance in strict compliance with the present provisions or constitute a waiver in favour of the Tenant of any of the Landlord's rights.

12. ACTS OF DEFAULT AND LANDLORD'S REMEDIES

(1) An Act of Default has occurred when:

(a) the Tenant has failed to pay Rent for a period of 45 consecutive days from the date that payment was required to be paid to the Landlord;

(b) the Tenant has breached its covenants or failed to perform any of its obligations under this Lease for a period of 45 consecutive days and:

(i) the Landlord has given ten (10) days' notice specifying the nature of the default and the steps required to correct it; and,
(ii) the Tenant has failed to correct the default as required by the notice;

(c) the Tenant has:

(i) become bankrupt or insolvent or made an assignment for the benefit of

creditors;

(ii) had its property seized or attached in satisfaction of a judgment;

(iii) had a receiver appointed;

(iv) committed any act or neglected to do anything with the result that a Construction Lien or other encumbrance is registered against the Landlord's property; or,

(v) taken action with a view to dissolution or liquidation;

(d) any required insurance policy is cancelled or not renewed by reason of the use or occupation of the Leased Premises, or by reason of non-payment of premiums;

(e) the Leased Premises:

(i) has become vacant or remain unoccupied for a period of 180 consecutive days. For the purposes of this section the Parties agree that the terms "vacant and "unoccupied" shall mean no use or utilization of the Hangar and/or no storage of necessary tools, implements or equipment in the Hangar; or,

(ii) is used by any other person or persons, or for any other purpose than as provided for in this Lease without the written consent of the Landlord;

(f) failure to install or remedy faulty work,

if, in the opinion of the Landlord the Tenant:

i. is not proceeding or causing to be proceeded the works required in connection with this Agreement within thirty (30) days' of notice given; or
ii. is improperly performing the works; or
iii. has neglected or abandoned before the completion, or unreasonably delayed the same, so that conditions of this Agreement are being violated or carelessly executed or being carried out in bad faith; or
iv. has neglected or refused to renew or again perform such work as may be rejected by the Landlord as defective or unsuitable; or
v. has defaulted performance of the terms and conditions of this agreement;

then, in any such instance, the Landlord shall promptly notify the Tenant, in writing, of such default or neglect and if such notification be without effect within ten (10) business days after such notice, the Landlord shall thereupon have full authority and power to purchase materials and employ workers and machines for the proper completion of the works at the cost and expense of the Tenant. The cost of such work shall be calculated by the Landlord whose decision shall be final and be paid to the Landlord by the Tenant on demand. Should payment not be received following the issuance of an invoice from the Landlord, the Landlord shall collect same as Additional Rent in addition to any other remedy available to the Landlord.

It is further understood and agreed between the parties hereto that such entry upon the Premise shall be as an agent for the Tenant and shall not be deemed, for any purposes whatsoever, as an acceptance of the works by the Landlord.

(2) When an Act of Default on the part of the Tenant has occurred:

(a) the current year's Rent together with the next years' Rent shall become due and payable immediately; and,

(b) the Landlord shall have the right to terminate this Lease and to re-enter the Leased Premises and deal with them as it may choose.

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

(4) If when an Act of Default has occurred, the Landlord chooses not to terminate the Lease and re-enter the Leased Premises, the Landlord shall have the right to take any and all necessary steps to rectify any or all Acts of Default of the Tenant and to charge the costs of such rectification to the Tenant and to recover the costs as Rent.

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

13. TERMINATION UPON NOTICE AND AT END OF TERM

(1) If the Leased Premises and/or Property are subject to an Agreement of Purchase and Sale:

(a) The Landlord shall have the right to terminate this Lease, notwithstanding that the Term has not expired, by giving ninety (90) days' notice (the "Notice") in writing to the Tenant and, at the Tenant's option, the Landlord shall pay to the Tenant the fair market value for the Hangar or the Tenant agrees to remove the Hangar and comply with Articles 9(3) and 10(5) of this Lease. Upon expiry of the Notice the Tenant shall provide vacant possession of the Leased Premises provided the Landlord pays to the Tenant a bonus of $500.00. For the purposes of this Article and Articles 13(3) and 13(4) fair market value shall be determined as of the date of the issuing of the Notice.

(2) If the Tenant remains in possession of the Leased Premises after termination of this Lease as aforesaid and if the Landlord then accepts Rent for the Leased Premises from the Tenant, it is agreed that such overholding by the Tenant and acceptance of Rent by the Landlord shall create a monthly tenancy only but the tenancy shall remain subject to all the terms and conditions of this Lease except those regarding the Term. The Parties agree that if the Term is not renewed then upon expiry of the Term or if the Tenant is an overholding tenant then either Party may terminate the lease upon sixty (60) days written notice to the other party and the Tenant shall comply with Articles 9(3) and 10(5) of this Lease.

(3) Other than a termination of this Lease in accordance with Article 13(1) of this Lease, the Landlord shall, at any time and notwithstanding that the Term has not expired, have the unqualified right to terminate this Lease upon one year's prior written notification (the "Notice") if the Leased Premises are required for any reason or purpose of the Landlord in which event the Landlord shall pay to the Tenant the fair market value for the Hangar, if erected by the Tenant, unless the Tenant agrees to remove the Hangar and comply with Articles 6(3) and 7(5) of this Lease, and the Tenant shall provide such vacant possession upon the expiry of the Notice provided the Landlord pays to the Tenant a bonus of $500.00.

(4) The Parties agree that it is their mutual intention that at the end of the Term of this Lease the lease shall be renewed upon such conditions and terms as agreed between the Parties. The Parties further agree that although it is their mutual intention to renew the lease nevertheless either party may decide not to renew the lease for any reason. The Parties acknowledge that upon such renewal all terms and conditions shall be negotiated between the Parties. If the Parties do not renew this Lease then the Parties agree that the Landlord shall be granted the Right of First Refusal to purchase the Hangar (the "Option"). The Tenant covenants that it will not sell the Hangar, or any part thereof, to any person, firm or corporation, without first providing the Landlord to exercise its Option as set out in the terms of this paragraph. Upon the Tenant receiving a bona fide offer in writing (the "Third Party Offer") the Tenant shall deliver to the Airport Office, 244411 Airport Road, Township of South-West Oxford, Ontario, a copy of the Third Party Offer and the Landlord shall have twenty business days (the "Notice Period") from the date of receipt of the Third Party Offer to exercise the Option to match the Third Party Offer. If the Landlord exercises its option in the Notice Period then it must inform the Tenant at the Property in writing that it will purchase the Tenant's interest in the Hangar on the same terms and conditions, or more favourable terms to the Tenant at the Landlord's discretion, as contained in the Third Party Offer (the "Landlord's Offer"). If the Landlord exercises its Option in the Notice Period then the Tenant must sell the Hangar to the Landlord upon the terms and conditions as contained in the Landlord's Offer. If the Landlord does not exercise its option in the Notice Period then the Tenant shall be at liberty to accept the Third Party Offer provided that there are no modifications to the Third Party Offer. If any modifications are made to the Third Party Offer then the Landlord shall be permitted to exercise its option pursuant to the terms of this paragraph. For the purpose of this paragraph, if the Tenant is a corporation, the word "sell", in addition to its ordinary meaning, shall be deemed to mean and include a sale or disposition of the corporate shareholding of the Tenant by the person or persons who, at the date of the commencement of the lease holds or hold a majority of the corporate shares. Subject to the conditions contained in Article 4 of this Agreement, the Parties agree that prior to the expiry of this Lease if the Tenant seeks to assign this Lease to a third party then the Landlord will agree to examine a proposal to extend the term of this Lease however nothing in this paragraph shall require the Landlord to accept any amendment of the term or new term.

14. ACKNOWLEDGMENT BY TENANT

(1) The Tenant agrees that it will at any time or times during the Term, upon being given at least forty-eight (48) hours prior written notice, execute and deliver to the Landlord a statement in writing certifying:

(a) that this Lease is unmodified and is in full force and effect (or if modified stating the modifications and confirming that the Lease is in full force and

effect as modified);
(b) the amount of Rent being paid;
(c) the dates to which Rent has been paid;
(d) other charges payable under this Lease which have been paid;
(e) particulars of any prepayment of Rent or security deposits; and,
(f) particulars of any sub tenancies.

15. SUBORDINATION AND POSTPONEMENT

(1) This Lease and all the rights of the Tenant under this Lease are subject and subordinate to any and all charges against the land, buildings or improvements of which the Leased Premises form part, whether the charge is in the nature of a mortgage, trust deed, lien or any other form of charge arising from the financing or re-financing, including extensions or renewals, of the Landlord's interest in the Property.

(2) Upon the request of the Landlord the Tenant will execute any form required to subordinate this Lease and the Tenant's rights to any such charge, and will, if required, attorn to the holder of the charge.

(3) No subordination by the Tenant shall have the effect of permitting the holder of any charge to disturb the occupation and possession of the Leased Premises by the Tenant as long as the Tenant performs his obligations under this Lease.

16. RULES AND REGULATIONS

The Tenant agrees on behalf of itself and all persons entering the Leased Premises with the Tenant's authority or permission to abide by such reasonable rules, standards and regulations of the Airport and/or Property which shall form part of this Lease and as the Landlord may make and/or amend from time to time.

17. NOTICE

(1) Any notice required or permitted to be given by one party to the other pursuant to the terms of this Lease may be given

To the Landlord at:

Tillsonburg Regional Airport
Attn: Airport Administrator
244411 Airport Rd
South-West Oxford, On
N4G 4H1
Fax: 519-842-3445

To the Tenant at the Leased Premises or at:

Mark Kniss
104 Crosier Street, Delhi Ontario

(2) The above addresses may be changed at any time by giving ten (10) days written notice.

(3) Any notice given by one party to the other in accordance with the provisions of this Lease shall be deemed conclusively to have been received on the date delivered if the notice is served personally or seventy-two (72) hours after mailing if the notice is mailed.

18. REGISTRATION

The Tenant shall not at any time register notice of or a copy of this Lease on title to the Property of which the Leased Premises form part without consent of the Landlord.

19. INTERPRETATION

(1) The words importing the singular number only shall include the plural, and vice versa, and words importing the masculine, feminine or neutral gender shall include the other genders, and words importing persons shall include firms and corporations and vice versa.

(2) Unless the context otherwise requires, the word "Landlord" and the word "Tenant" wherever used herein shall be construed to include the executors, administrators, successors and assigns of the Landlord and Tenant, respectively.

(3) When there are two or more Tenants bound by the same covenants herein contained, their

obligations shall be joint and several.

20. MISCELLANEOUS

(1) Unless otherwise stipulated, parking, if applicable, in the common parking area shall be in common and unreserved.

(2) If a dispute should arise between the Parties in the interpretation of this Agreement then both parties agree that such dispute shall be referred to binding arbitration and be bound by the result of such arbitration. The terms, form and procedure of the arbitration shall be in accordance with the *Arbitration Act* or any successor legislation. The parties further agree that the arbitrator shall be jointly chosen and the arbitrator shall have the ability to award costs of the arbitration. This clause shall not apply if the Tenant is in default under the terms of the Lease which include but are not limited to:

(a) its obligations to pay Rent, Base Rent and/or Additional Rent;
(b) non-repair or maintenance of the Leased Premises;
(c) subleased the Leased Premises without the authorization of the Landlord, acting reasonably;
(d) changed its use of the Leased Premises; or,
(e) used the Leased Premises in any manner contrary to Article 7.

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

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

(5) The Tenant hereby agrees that it has had an opportunity to review the terms of this Lease and seek independent legal advice.

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

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

(8) The Tenant agrees that it has not relied upon any representation, promise or warranty of the Landlord with respect to the condition of the Leased Premises, Hangar or any representation or promise of the Landlord to repair, renovate or otherwise alter the Leased Premises in any manner prior to or after commencement of the Term. The Parties agree that the Leased Premises are being offered to the Tenant in an "as is" condition. The Tenant shall not call on or demand the Landlord to perform any repairs or renovations prior to or after it obtains possession. The Tenant acknowledges that it has performed its own due diligence in establishing the state of repair of the Leased Premises including the Hangar.

In Witness of the foregoing covenants the Landlord and the Tenant have executed this Lease.

_____
Landlord
Deb Gilvesy, Mayor
The Corporation of the Town of Tillsonburg

_____
Landlord
Kyle Pratt, CAO
The Corporation of the Town of Tillsonburg

We have authority to bind the Corporation.

Per:

_____ _____

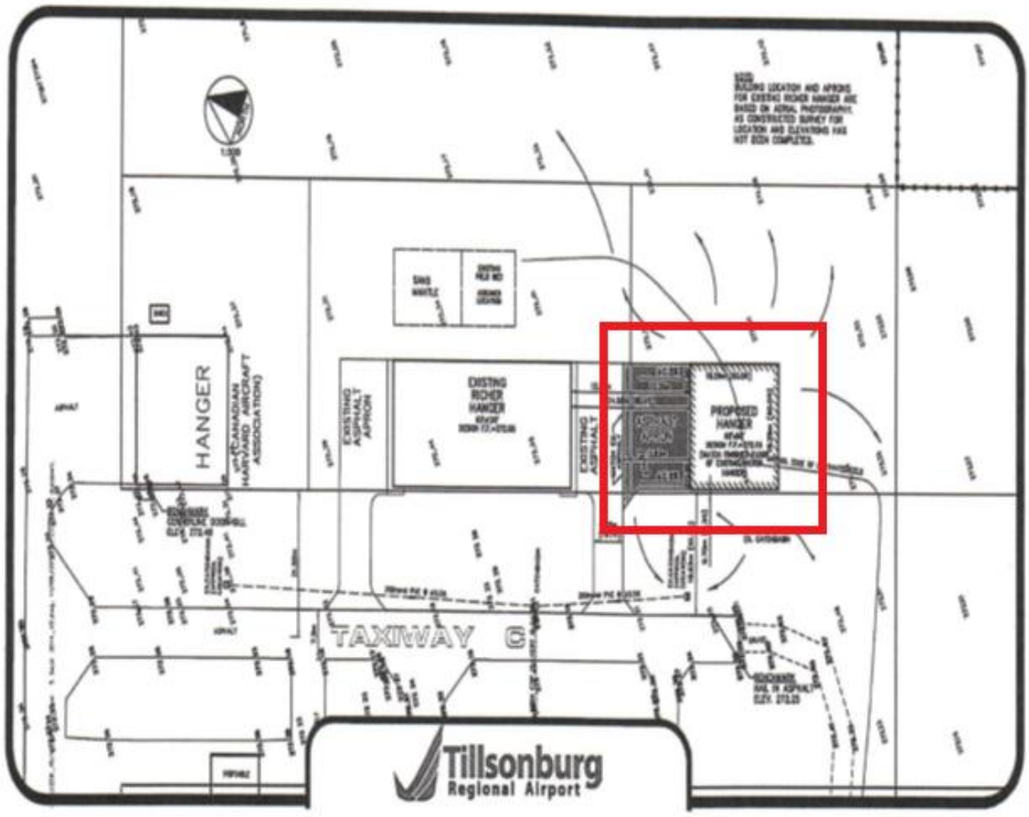
Witness

Name
Tenant

Schedule "A"

THE "LEASED PREMISES"

Taxiway C1 Lot 9



SCHEDULE "B" (Not Applicable / Existing Hangar)

CONSTRUCTION REQUIREMENTS

1. The Tenant shall construct an airplane hangar building with approximate dimensions of XX feet wide by XX feet deep compromising a floor area of XXXX square feet.

2. The Tenant covenants and agrees, notwithstanding any other statute, regulation or provision regarding the federal government's authority to regulate the aeronautics industry, to:

   (a) obtain from the Landlord an Airport Development Permit prior to construction;

   (b) to pay to the Landlord a flat fee of $600 to administer the Airport Development Permit;

   (c) to construct the airplane hangar, and any other building that may be permitted, to the standard of the Ontario Building Code, O. Reg. 332/12 as amended or replaced from time to time (the "OBC") and to the satisfaction of the Landlord in its sole and absolute discretion, and;

   (d) to ensure all persons retained by the Tenant have appropriate health and safety policies, insurance and WSIB coverage.

3. The Tenant shall provide to the Landlord the following in order to obtain an Airport Development Permit and approval for use of the Leased Premises and hangar thereon:

   (a) prior to construction, submission of:

      1. all applicable fees;

      2. 2 copies of a site plan showing the proposed location of the hangar and dimensions to the adjacent buildings;

      3. 2 copies of construction drawings (foundation plan, floor plan, building elevations, diaphragm/truss bracing, anchorage, construction details/finishes, etc.) stamped by a professional engineer;

      4. 2 copies of the truss drawings stamped by a professional engineer; and

      5. Commitment to General Reviews form completed by both the building owner and professional engineer;

   (b) prior to occupancy and acceptance:

      1. inspection of the construction and acceptance of same by the Landlord in in respect of compliance with the OBC, the terms of this Airport Lease and all policies and rules regulating the Tillsonburg Airport; and

      2. submission of all site reports (footing inspection, framing inspection, occupancy inspection) and an occupancy report from the professional engineer; and,

   (c) final approval:

      1. provide a final report (verifying outstanding items not completed at occupancy have been completed/corrected) from the professional engineer if applicable.

4. The parties covenant and agree that the Tenant is not required to obtain a building permit from the Township of Southwest Oxford for construction of buildings on the Tillsonburg Airport.

5. The Tenant covenants and agrees that failure to comply with the provisions of this schedule shall be an event of default of this Lease and in the absence of remedying such default, shall permit the Landlord to terminate this Lease and seek any and all other recourse against the tenant in such instance.

SCHEDULE “C” (Not Applicable / Existing Hangar)

CONSTRUCTION SCHEDULE

Provided by the Tenant prior to execution of the lease agreement and approved by the Landlord.

Preliminary Construction Schedule: Start of Construction Insert date
End of Construction Insert date

Note: Tenant has expressed that a detailed construction schedule will be provided once contractor and Tenant have finalized.

THIS AGREEMENT made the *12th* day of *December 2022*

BETWEEN

THE CORPORATION OF THE TOWN OF TILLSONBURG

(the "Landlord")

AND

Danny Richer

(the "Present Tenant")

AND

Mark Kniss

(the "New Tenant")

WHEREAS: the Landlord owns all and singular that certain parcel or tract of land and premises situated lying and being in the Township of South West Oxford in the County of Oxford, being compromised of:

PT LT 3-4 CON 7 DEREHAM; LT 5-6 CON 7 DEREHAM; PT LT 7 CON 7 DEREHAM PT 1, 2, 3, 4 & 5, 41R2877, PT 2 & 3, 41R2714, PT 1, 2 & 3, 41R4343, PT 1, 2, 3 & 4, 41R4545; S/T 406551; SOUTH-WEST OXFORD;

PIN: 00016-0089 (LT); LRO #41;

municipal address being 244411 Airport Road, Tillsonburg, ON N4G 4H1;

referred to herein as the "Premises" upon which is located at the Tillsonburg Airport which is owned and operated by the Landlord.

AND WHEREAS: By a lease made as of *26 February 2015 (By-law 3883)* (the "Present Lease"), a copy of which is attached hereto as Schedule "A", the Landlord leased to the Present Tenant the lands (the "Leased Premises") more fully described in the Present Lease and comprising approximately _3600_ square feet subject to the terms and conditions set forth in the Present Lease;

AND WHEREAS: The Landlord and the Tenant have agreed that the Present Lease dealing with the Leased Premises shall be terminated and the Present Lease will be at an end October 31st 2022 (the "Termination Date"), on and subject to the terms and conditions contained herein;

AND WHEREAS: the termination of the Present Lease is conditional on the New Tenant, as that term is defined herein, the Present Tenant, and the Landlord entering into a lease for the Leased Premises in the form attached hereto as Schedule "B" (the "New Lease");

NOW THEREFORE in consideration of the covenants and agreements herein set forth and provided for, the sum of two dollars ($2.00) paid by each Party to the other and other good and valuable consideration, the receipt and sufficient of which is hereby acknowledged, the Parties hereto respectively covenant and agree as follows:

1.0 Termination of Present Lease

1.1 Subject to the provisions of section 1.5, the term of the Present Lease shall be fully completed and ended with effect from and after the Termination Date and the Present Lease is hereby amended accordingly.

1.2 On or before the Termination Date the Tenant shall, unless otherwise agreed to in writing with the New Tenant and the Landlord, remove from the Leased Premises, all furniture, equipment (including wiring and related devices), fixtures, other personal property and any leasehold improvements which the Landlord requires it to remove, and shall repair any damage caused to the Leased Premises as a result of such removal, all at the Present Tenant's expense. The Present Tenant's obligation to observe and perform this covenant shall survive the Termination Date. Any personal property of the Present Tenant remaining at the Leased Premises after the Termination

Date shall, at the Landlord's option, become the Landlord's property and may, in any case, be removed, stored or disposed of by the Landlord as it sees fit at the Present Tenant's expense.

1.3 The Present Tenant hereby remises, releases and forever discharges the Landlord, with effect as and from the Termination Date, of and from all manner of actions, causes of action, suits, debts, duties, accounts, covenants, contracts, claims and demands whatsoever which the Present Tenant now has or can, shall or may hereafter have against the Landlord arising out of or under or by virtue of the Present Lease, except as expressly set out herein.

1.4 The termination provided for hereunder is conditional upon the Landlord, the New Tenant and the Present Tenant entering into the New Lease. If the New Lease is not executed by all parties prior to the Termination Date, this Agreement shall be deemed to have been terminated and the Present Lease shall continue in full force and effect and without amendment.

1.5 Notwithstanding any termination of the Present Lease, the Present Tenant shall continue to be responsible to the Landlord for all amounts in arrears under the Present Lease, all damage to the Premises, and for all charges and expenses incurred by or on behalf of the Landlord with respect to such default including, without limitation, all legal, bailiff's and other professional fees.

2.0 Creation of New Lease

2.1 Subject to the terms and conditions herein, from and after the Termination Date the parties agree that the Present Lease shall be, and shall be deemed to have been, terminated and the New Lease shall be immediately in effect.

2.2 The parties agree that the Landlord shall be entitled to enter upon the Leased Premises, including any building thereon, at any time during the currency of the Present Lease and the New Lease to carry out such tests and inspections in and on the Leased Premises as it reasonably deems necessary.

2.3 The New Tenant has, and shall be deemed to have, relied upon its own inspections of the Premises and not relied upon any representations or warranties or the Landlord in entering into this Agreement or the New Lease.

2.4 The New Tenant shall pay the Landlord's reasonable legal costs, including fees, disbursements and HST, associated with the preparation of this Agreement and the New Lease within 30 days of the Landlord's presentation of invoices to the New Tenant, which invoices may be redacted to remove privileged and confidential information.

3.0 General

3.1 The Landlord represents and warrants that it has the right, full power and authority to enter into this Agreement and to perform its obligations hereunder, that it has not assigned or encumbered its interest in the Lease and that no consent from any mortgagee or other party is required.

3.2 All notices required or permitted to be given hereunder shall be in writing and delivered or sent by prepaid registered mail to the address of the intended recipient set forth below or at such other address as may from time to time be notified by the Landlord or the Tenant in writing.

To the Landlord at:
The Corporation of the Town of Tillsonburg
Attention: Director of Operations and Development
200 Broadway Street
Tillsonburg, Ontario N4G 5A7

To the New Tenant at:
Mark Kniss
104 Crosier Street, Delhi Ontario
N4B 3A9

3.3 Each party shall promptly do, execute, deliver or cause to be done, executed and delivered all further acts, documents and things in connection with this Agreement that the other party or parties thereto may reasonably require for the purpose of giving effect to this Agreement and carrying out its provisions and completing the transactions contemplated by this Agreement.

3.4 Unless the context otherwise requires, words importing the singular in number only shall include the plural and *vice versa*, words importing the use of gender shall include the masculine, feminine and neuter genders, and words importing persons shall include individuals, corporations, partnerships, associations, trusts, unincorporated organizations, governmental bodies and other legal or business entities. If this Agreement has been executed by more than one party as Tenant, their obligations hereunder shall be joint and several, and all references to the "Tenant" herein shall refer to all such parties, as the context requires.

3.5 Delivery of an executed copy of a signature page to this Agreement by electronic transmission shall be effective as delivery of an original executed copy of this Agreement, and each party hereto undertakes to provide each other party with a copy of the Agreement bearing original signatures forthwith upon demand.

3.6 The rights and liabilities of the parties shall ensure to the benefit of their respective legal representatives, heirs, executors, administrators, successors and assigns, as the case may be.

3.7 The Parties covenant and agree that all provisions, terms and conditions contained in this Agreement shall not merge upon completion of this Agreement.

3.8 The parties acknowledge and agree that they enter into this Agreement out of their own volition, and that they have not been induced to sign this Agreement by any representation or warranty. This Agreement, inclusive of its schedules constitutes the entire Agreement between the parties with respect to the subject matter hereof and cancels and supersedes any prior understandings, undertakings, representations, warranties, terms, conditions and agreements, whether collateral, express, implied or statutory, between the parties.

3.9 The parties acknowledge that they have obtained independent legal advice concerning the content of this Agreement or that they have had the opportunity to obtain independent legal advice and chosen not to do so.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement.

THE CORPORATION OF THE TOWN OF TILLSONBURG

_____

Deb Gilvesy, Mayor
I have authority to bind the corporation.

_____

Kyle Pratt, CAO
I have authority to bind the corporation.

PRESENT TENANTS

_____ _____

Witness Danny Richer
I have authority to bind the corporation.

NEW TENANTS

_____ _____

Witness Mark Kniss

I have authority to bind the corporation.

THE CORPORATION OF THE TOWN OF TILLSONBURG

BY-LAW 2022-080

A By-Law to authorize the execution of an agreement of Purchase and Sale with Metalfer Iron Designs Inc. for property described as a Road Allowance Between Concession 3 and 4, North of Talbot Road, Middleton, East of Bell Mill Sideroad and West of Portion 25 on 431429.

WHEREAS the Corporation of the Town of Tillsonburg deems it necessary and expedient to enter into an agreement of purchase and sale with Metalfer Iron Designs Inc. for property described as a Road Allowance Between Concession 3 and 4, North of Talbot Road, Middleton, East of Bell Mill Sideroad and West of Portion 25 on 431429.

AND WHEREAS pursuant to Section 8 of the Municipal Act, 2001, C. 25, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

BE IT THEREFORE ENACTED by the Council of the Corporation of the Town of Tillsonburg as follows:

1. THAT the Agreement of Purchase and Sale attached hereto as Schedule A forms part of this by-law;.
2. The Mayor and Clerk be hereby authorized to execute the Agreement of Purchase and Sale on behalf of the Corporation of the Town of Tillsonburg; and
3. That this By-Law shall come into force and take effect on the date it is passed.

READ A FIRST AND SECOND TIME THIS 12TH DAY OF DECEMBER, 2022.

READ A THIRD AND FINAL TIME AND PASSED THIS 12TH DAY OF DECEMBER, 2022.

_____

MAYOR – Deb Gilvesy

_____

CLERK – Kyle Pratt

METALFER IRON DESIGNS LTD.

4 Antoine Str., Brampton, ON L7A 4J6

Tel. 416 578 2369

LETTER OF INTENT

THIS LETTER OF INTENT (the "Document") made as of this 13th day of October, 2022 (the "Execution Date").

BETWEEN:

METALFER IRON DESIGNS LTD.

(the "Purchaser")

-AND-

THE CORPORATION OF THE TOWN OF TILLSONBURG

(the "Seller")

BACKGROUND:

A. The Seller is the owner of industrial property that is available for sale.

B. The Purchaser wishes to purchase industrial property from the Seller.

This Document will establish the basic terms to be used in a future real estate contract for sale (the "Contract") between the Seller and the Purchaser. The terms contained in this Document are not comprehensive and it is expected that additional terms may be added, and existing terms may be changed or deleted. The basic terms are as follows:

Non-Binding

1. This Document does not create a binding agreement between the Purchaser and the Seller and will not be enforceable. Only the Contract, duly executed by the Purchaser and the Seller, will be enforceable. The terms and conditions of the Contract will supersede any terms and conditions contained in this Document. The Purchaser and the Seller are not prevented from entering into negotiations with third parties with regard to the subject matter of this Document.

Transaction Description

2. The property that is the subject of this Document is described in Schedule "A" (the "Property").

NK

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Purchase Price

3. The total purchase price for the Property is $69,000.00 (Sixty-nine Thousand) CAD.

4. The Purchaser will pay to the Seller the deposit amount of $6,900.00 (Six Thousand Nine Hundred) CAD (the "Deposit") upon acceptance of the Offer by the Vendor (the "Deposit Date").

5. The Purchaser will pay to the Seller the balance of the Purchase Price, subject to adjustments, on the 31st day of January, 2023 (the "Closing Date") as payment in full for the Property.

Description of the Purchaser's Products and Services

6 The Purchaser specializes in custom design, fabrication, and installation of wrought iron railings, automated gates, and other iron products for both residential and commercial customers.

Information on Proposed Development Plan and Timing

7. The Purchaser is acquiring the Property with the intent of land developing and building about of 5,000.00 sq ft of the commercial property. The estimated time of this project completion is up to 24 months.

Initial Building Sizes and Potential Future Expansions

8. An initial building size is about of 5,000.00 sq ft with a potential future expansion that may be up to 2,000.00 sq ft as needed.

Purchaser's Articles of Incorporation

9. The Purchaser's Articles of Incorporation detailing shareholder(s) annexed hereto as Schedule "B".

Estimated initial and potential future employment

10. The Purchaser intends to employ 3 employees and increase the employees' number up to 5 employees as needed.

Real Property Disclosure

11. The Seller does not know of any material facts that would affect the value of the Property, except those observable by the Purchaser or known to the Seller and stated in this Document.

NK

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Representations

12. The Seller represents and warrants that the Property is free and clear of any liens, charges, encumbrances or rights of third parties which will not be satisfied out of the sales proceeds. If the representations of the Seller are untrue upon the Closing Date, the Purchaser may terminate any future agreement without penalty.

This Document accurately reflects the understanding between the Seller and the Purchaser, signed on this 13th day of October, 2022

METALFER IRON DESIGNS LTD.

Per: _____

Name: Nachiket Kharad
Title: Director
I have authority to bind the Corporation.

THE CORPORATION OF THE TOWN OF TILLSONBURG (SELLER)

Per: _____

Name: Stephen Molnar
Title: Mayor

_____

Name: _____
Title: Clerk
We have authority to bind The Corporation of the Town of Tillsonburg.

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AGREEMENT OF PURCHASE AND SALE (the "Agreement" or "APS")

BETWEEN

THE CORPORATION OF THE TOWN OF TILLSONBURG

(the "Vendor")

-and-

METALFER IRON DESIGNS LTD.

(the "Purchaser")

WHEREAS the Vendor is the owner, in fee simple, of the lands and premises described in Schedule "A" (the "Property");

NOW THEREFORE IN CONSIDERATION of the mutual covenants and premises in this Agreement, the parties agree as follows:

SECTION I - GENERAL

1. The Purchaser agrees to purchase the Property and the Vendor agrees to sell the Property according to the terms of this Agreement.

2. In consideration of the agreement referred to in the preceding paragraph, the Purchaser shall pay to the Vendor a Price of $69,000.00 Dollars ($Sixty-nine Thousand).

3. The Purchase Price shall be paid as follows:

   (a) $6,900.00 (Six Thousand Nine Hundred) CAD deposit is payable by the Purchaser by certified cheque upon Acceptance of this Agreement, to be held on an interest free basis by the Vendor as a deposit pending completion of this transaction on account of the Purchase Price on completion, or if this Agreement is not completed through no fault of the Purchaser, the deposit shall be returned to the Purchaser; and

   (b) the balance of the Purchase Price, subject to adjustments, shall be paid to the Vendor on the Completion Date, by certified cheque or bank draft.

SECTION II - PURCHASE OF PROPERTY

4. Irrevocable Date

   (a) The parties agree and acknowledge that negotiation of this APS is not a valid and binding agreement until accepted by the Council of The Corporation of the Town of Tillsonburg. The Chief Administrative Officer of the Town of Tillsonburg, or his or her designate, shall negotiate the terms of this APS in good faith. However, the negotiation of the terms of this APS by the Chief Administrative Officer of the Town of Tillsonburg, or his or her designate, in no ways binds The Corporation of the Town of Tillsonburg until such time as this APS is authorized and approved by the Council of The Corporation of the Town of Tillsonburg.

   (b) Acceptance shall mean the date upon which the Mayor and Clerk of the Town of Tillsonburg, or such other persons as the Vendor may authorize from time to time, sign and execute this APS subsequent to the requirement that the Council of The Corporation of the Town of Tillsonburg has passed a resolution or by-law authorizing

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and approving the sale of the Property to the Purchaser pursuant to the terms of this APS.

(c) This APS shall be irrevocable and open for acceptance by the Vendor until 6:00 p.m. on the 16th day of December, 2022 ("Acceptance"), and when accepted shall constitute a binding contract of purchase and sale, otherwise the APS shall be null and void and all deposit monies paid shall be returned to the Purchaser without deduction.

5. Council Approval

(a) This transaction is subject to compliance with Section 270 of the *Municipal Act, 2001*, S.O. 2001, c. 25 as amended and the approval of the Council of The Corporation of the Town of Tillsonburg in its sole and absolute discretion by resolution or by-law. If Council approval is not obtained on or before the Completion Date, then this Agreement shall be null and void and any deposits paid by the Purchaser shall be returned to the Purchaser without interest or deduction.

6. Deed/Transfer

(a) The Vendor agrees to deed or transfer the Property to the Purchaser subject to the terms of this Agreement.

7. Completion Date

(a) The closing of this transaction shall take place on the 31th day of January, 2023 or such other date as mutually agreed upon (the "Completion Date") at which time possession of the Property in "as is, where is" condition shall be given to the Purchaser other than as provided in this APS. The Vendor acknowledges that it has the right and authority to sell the Property.

8. Documents, Reports and Information

(a) The Vendor will produce and deliver to the Purchaser within twenty-eight (28) days of Acceptance of the APS any documents, reports or information in its possession in respect to the Property. The Purchaser agrees to return all of the above documentation to the Vendor if this transaction is not completed.

SECTION III - CONDITIONS, REPRESENTATIONS AND WARRANTIES

9. Provision of Company Information and Development Plans

(a) The Purchaser shall provide the following information about its company and development plans for the property in the form of a Letter of Intent, on corporate letterhead, for review by the Vendor prior to entering into this Agreement with the Purchaser, setting out the following information:

(i) Purchasing company description and relationship to the operating company (if different);

(ii) Articles of Incorporation detailing shareholders;

(iii) Description of the products and services provided by the operating company;

(iv) Information on proposed development plan and timing;

(v) Initial building sizes and potential future expansions; and,

(vi) Estimated initial and potential future employment.

Should the Purchaser's plans change in any manner, the Purchaser shall provide an update to the Vendor, in writing, thirty (30) days prior to the scheduled closing date, or, if after the Completion Date, at least thirty (30) days prior to the one year anniversary of the Completion Date.

10. Property Not for Resale

(a) The Purchaser covenants that it is purchasing the Property for the construction of a building and not for the purpose of resale of vacant land.

Buyer's Initials NK Seller's Initials_____

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11. Development Covenants and Restrictions

(a) The Property shall be subject to the development covenants and restrictions more particularly set out in Schedule "D" attached to this APS, which shall survive the completion of this transaction and run with the Property. The development covenants and restrictions shall be registered on title by the Vendor. In the event that the said covenants and restrictions are not registered on title to the Property on or before closing, the Purchaser covenants and agrees to consent to the registration of the covenants and restrictions after closing.

12. Investigation by the Purchaser

(a) The Purchaser acknowledges having inspected the Property prior to executing the APS and understands that upon Acceptance by the Vendor, and subject to any conditions herein, there shall be a binding agreement of purchase and sale between the Purchaser and the Vendor. It shall be the Purchaser's responsibility to provide, at its own expense, any soil bearing capacity tests or environmental inspection, as may be required or desired, and the Vendor shall grant the Purchaser access for such testing or inspection at all reasonable times, on reasonable notice, for the purpose of conducting reasonable inspections.

13. Future Use

(a) The Vendor and the Purchaser agree that there is no condition, express or implied, representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful except as may be specifically stipulated elsewhere in this Agreement.

14. Reasonable Assistance

(a) The Vendor agrees to provide reasonable assistance and co-operation to the Purchaser in obtaining the necessary approvals for the development of the Property subject to the Purchaser's compliance with all relevant building codes, by-laws, land use controls, any other statutory requirements and payment of the fees provided for in the Town of Tillsonburg's current fees by-law.

15. "As Is" Condition

(a) The Purchaser acknowledges that it is acquiring the Property in an "as is" condition and that it must satisfy itself **by January 16, 2023** regarding the condition of the Property including, but not limited to, all existing physical conditions of this Property, environmental conditions, fitness for any purpose, suitability for construction, soil bearing capacity for any building proposed, and the availability of municipal services and utilities necessary for the Purchaser's proposed use of the Property. The Purchaser acknowledges that the Vendor shall not be responsible for any physical deficiencies of the Property or for any past, present or future environmental liabilities and hereby waives any claims against the Vendor in respect of any environmental liabilities on the Property. The Purchaser agrees to sign a release and indemnity in favour of the Vendor on or before closing with respect to matters set out in the preceding sentence. If the Purchaser is for any reason whatsoever dissatisfied with the Property, it shall deliver written notice to that effect to the Vendor by no later than the time specified herein, and this Agreement shall be terminated and the deposit shall be returned to the Purchaser without interest or deduction. If the Vendor is notified that the condition of the Property is not satisfactory, then the Purchaser shall, prior to receiving its deposit monies back and prior to being entitled to a full release from the Vendor with respect to this Agreement, restore the Property to its original condition as it existed prior to such testing or inspection by the Purchaser, at the Purchaser's sole expense. If the Purchaser fails to deliver written notice to the Vendor within the time specified herein regarding this condition, this condition shall be deemed to have been waived by the Purchaser.

SECTION IV - PRIOR TO COMPLETION DATE

16. Purchaser May Inspect the Property

(a) The Purchaser, its agents and contractors shall be permitted to inspect the Property and any buildings as frequently as is reasonably necessary between the date of Acceptance and the Completion Date at reasonable times and upon reasonable notice to the Vendor.

Buyer's Initials NK Seller's Initials_____

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17. Insurance

(a) Pending closing, the Vendor shall hold all insurance policies and the proceeds thereof in trust for the parties as their interest may appear and in the event of damage to the Property, unless such damage is caused by the Purchaser. The Purchaser may elect to either receive the proceeds of the insurance and complete the purchase or to cancel the APS and have all the deposit monies paid to the Vendor returned together with all interest earned thereon without deduction.

SECTION V - COMPLETING THE TRANSACTION

18. Examination of Title

(a) Title to the Property shall be good and marketable and free from all encumbrances except for any service easements or rights-of-way to be reserved in favour of the Vendor and for any easements or rights-of-way registered on title and any minor encroachments shown on the survey or Reference Plan delivered to the Purchaser. Any required easement shall be in the form set out in Schedule "C".

(b) The Purchaser is allowed **until two weeks prior to closing** to examine the title to the Property. If on or before this date the Purchaser furnishes the Vendor in writing with any valid objections: to the title; to any undisclosed outstanding work orders; to undisclosed non-compliance with the municipal by-laws or covenants and restrictions which run with the land and cannot be resolved before the Completion Date; as to any objection of which the Vendor shall be unable to remedy or correct by the Completion Date and which the Purchaser will not waive, then this APS shall, notwithstanding any intermediate acts or negotiations, be terminated and the deposit shall be returned to the Purchaser without deduction and the Vendor and the Purchaser shall not be liable for any costs, damages, compensation or expenses.

19. Survey or Reference Plan

(a) The parties acknowledge that a survey may be required and a Reference Plan may be registered on title and may be used to provide a registrable description of the Property and any easements.

20. Vendor to Discharge all Encumbrances

(a) The Vendor agrees to obtain and register at its own expense, on or before the Completion Date, a discharge of all liens, encumbrances, agreements and mortgages now registered against the Property and not assumed by the Purchaser. The Vendor further covenants and agrees to discharge, on or before the Completion Date, any and all liens, chattel mortgages, assignments or any other security interest given by the Vendor against its personal Property.

21. Harmonized Sales Tax

(a) If the sale of the Property is subject to Harmonized Sales Tax (HST) under the *Excise Tax Act*, R.S.C., 1985, c. E-15 (the "Act"), then such tax shall be in addition to Purchase Price. The Vendor shall provide the Purchaser with its HST Business Number. The Purchaser shall pay to the Vendor any HST imposed under the Act payable in connection with the transfer of the Property to the Purchaser, or as it may direct, unless the Purchaser or its nominee, or its assignee, provides:

(i) a certificate on or before the Completion Date containing a representation and warranty to the Vendor that:

(1) it is registered for the purpose of the HST on the Completion Date and specifying the HST registration number;

(2) it will self-assess the HST on its GST/HST return or file the prescribed form pursuant to subsection 228(4) of the Act in connection with the purchase of the Property;

(3) the Property transferred pursuant to this APS is being purchased by the Purchaser, or its nominee or assignee, as principal for its own account and is not being purchased by the Purchaser as agent, trustee or otherwise on behalf of or for another person, and does not constitute a supply of residential complex made to an individual for the purpose of paragraph 221 (2)(b) of the Act;

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(4) an indemnity, indemnifying and saving harmless the Vendor from any HST payable on this transaction and penalty and interest relating to HST; and

(5) a notarial true copy of its HST registration confirmation.

(b) If the Property is not subject to HST, the Vendor agrees to certify on or before the Completion Date that the transaction is not subject to HST.

22. Adjustments

(a) The Vendor agrees that all deposits, if any, held by the Vendor not including interest thereon shall be credited to the Purchaser in the Statement of Adjustments prepared for the Completion Date.

(b) Any rents, mortgage, interest, taxes, local improvements, water and assessment rates shall be apportioned and allowed to the Completion Date, the day itself to be apportioned to the Purchaser.

23. Deliveries by the Vendor To The Purchaser on Closing

(a) The Vendor covenants and agrees to deliver to the Purchaser on the Completion Date, all such deliveries to be a condition of the Purchaser's obligation to close this transaction, the following:

(i) a deed/transfer of the Property;

(ii) any survey or reference plan of the Property in the possession of the Vendor;

(iii) a Statutory Declaration by an authorized officer of the Vendor stating that accurateness and truthfulness of all of the representations and warranties;

(iv) a Statutory Declaration by an authorized officer of the Vendor as to possession of the Property in a form acceptable to the solicitors for the Purchaser;

(v) a Statutory Declaration by an authorized officer of the Vendor that it is not now, and upon completion will not be, a "non-resident person" within the meaning and for the purpose of Section 116 of the *Income Tax Act*, R.S.C., 1985, c. 1 (5th Supp.) as amended;

(vi) certified copies of all appropriate certificates, by-laws and other documents of Vendor authorizing the transaction herein; and

(vii) such further documentation and assurances as the Purchaser may reasonably require to complete the transaction contemplated by the APS.

24. Deed/Transfer

(a) The Deed or Transfer of the Property will be prepared at the expense of the Vendor in a form acceptable to the solicitors for the Purchaser and the Purchaser will pay all Land Transfer Tax, Harmonized Sales Tax and other costs in connection with the registration of it.

25. Electronic Registration

(a) The parties agree that the transaction shall be completed by electronic registration pursuant to Part III of the *Land Registration Reform Act*, R.S.O. 1990, c.L.4 as amended. The parties acknowledge and agree that the delivery and release of documents may, at the discretion of the lawyer: a) not occur contemporaneously with the registration of the transfer/deed and other registrable documentation, and b) be subject to conditions whereby the lawyer receiving documents and/or money will be required to hold them in trust and not release them except in accordance with the terms of a written agreement between the lawyers entered into in the form of the Document Registration Agreement adopted by the Joint LSUC-OBOA Committee on Elective Registration of Title Documents.

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SECTION VI - MISCELLANEOUS

26. Entire Agreement

(a) There is no representation, warranty, collateral agreement or condition affecting this Agreement of the Property other than expressed herein.

27. Acceptance by Fax or Email

(a) The Purchaser and Vendor acknowledge and agree that the communication of this Agreement of Purchase and Sale may be transmitted by way of facsimile or electronic mail, and that they agree to accept such signatures and documents to be legal and binding upon them.

28. Counterparts

(a) This Agreement may be signed in any number of counterparts, each of which is considered to be an original, and all of which are considered to be the same documents.

29. Tender

(a) Any tender of documents or moneys hereunder may be made upon the solicitor acting for the party upon whom tender is desired, and it shall be sufficient that a negotiable, certified cheque or bank draft may be tendered instead of cash.

30. Time of Essence

(a) Time shall be of the essence of this Agreement.

31. Planning Act

(a) This Agreement shall be effective only if the provisions of Section 50 of the *Planning Act*, R.S.O. 1990, c.P.13, as amended are complied with.

32. Notices

(a) All notices in this Agreement shall be in writing and shall be deemed to have been given if delivered by hand or mailed by ordinary mail, postage prepaid, addressed to the solicitor for the person to whom such notice is intended to be given at the following addressed:

Solicitors for the Vendor:

Duncan, Linton LLP
ATTENTION: Adrian Rosu
45 Erb Street West
Waterloo, ON N2J 4B5
Fax: (519) 886-8651

with a copy delivered to:

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

Solicitors for the Purchaser:

Joseph N. Solomon, Barrister & Solicitor
425 University Ave., Suite 600
Toronto, ON M5G 1T6
Fax: (416) 340-0064

If mailed, such notices must also be given by facsimile transmission on the date it was so mailed. If so given, such notices shall be deemed to have been received on the first business day following the date it was delivered or marked mailed out.

Buyer's Initials NK Seller's Initials_____

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33. Schedules

(a) The following Schedules shall form an integral part of this Agreement:

(i) Schedule "A" Description of the Property;

(ii) Schedule "B" Purchaser Conditions;

(iii) Schedule C" Easement; and,

(iv) Schedule "D" Development Covenants.

34. Successors and Assigns

(a) The Purchaser shall not assign its rights, title, or interest in and to this APS. Notwithstanding the foregoing, and subject to Section 10 of this APS, the Purchaser may assign its rights, title, or interest in and to this APS to a related person (as that term is defined in Section 251(2) of the Income Tax Act, R.S.C., 1985, c. 1) upon the Vendor's written consent, which consent may be granted or withheld at the Vendor's sole option. Subject to the foregoing restrictions, the Vendor agrees to engross the Transfer/Deed of Land as directed by the Purchase on the completion Date as the Purchaser may elect, and the Vendor agrees to complete the transaction contemplated by this APS on the Completion Date with such assignee or nominee. The Purchaser is released from all liability hereunder, if it assigns its interest in this APS. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

Buyer's Initials NK

Seller's Initials_____

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35. Severability

(a) If any provision of this Agreement, or the application thereof to any circumstances, shall be held to be invalid or unenforceable, then the remaining provisions of this Agreement, or the application thereof to other circumstances, shall not be affected, and shall be valid and enforceable.

IN WITNESS WHEREOF the Purchaser has executed this Agreement:

Dated at Toronto, Ontario this 12th day of October, 2022.

METALFER IRON DESIGNS LTD.

Per: _____

Name: Nachiket Kharad
Title: Director
I have authority to bind the Corporation.

The Vendor hereby accepts this Agreement according to its terms.

Dated at Tillsonburg, Ontario this _____ day of _____, 2022.

IN WITNESS WHEREOF the Vendor has executed this Agreement:

The Corporation of the Town of Tillsonburg

_____
Stephen Molnar
Mayor

_____
Clerk
We have authority to bind The Corporation of the Town of Tillsonburg.

Buyer's Initials NK

Seller's Initials_____

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SCHEDULE "A" - LEGAL DESCRIPTION OF THE PROPERTY

ALL AND SINGULAR that certain parcel or tract of land and premises situated, lying and being in the Town of Tillsonburg in the County of Oxford, being compromised of an **Unopened Right-of-Way, described as a Road Allowance Between Concession 3 and 4, North of Talbot Road, Middleton East of Bell Mill Sideroad and West of Portion 25 on 431429.** The estimated area of the Property is 0.5 acres, more or less and to be described by a new reference plan.

Buyer's Initials NKV

Seller's Initials_____

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SCHEDULE "B" – PURCHASER CONDITIONS

1. The transaction of purchase and sale contemplated herein shall be subject to the fulfillment of the following terms and conditions on or before _____, which terms and conditions are for the exclusive benefit of the Purchaser and may be waived in whole or in part by the Purchaser. If the conditions are not fulfilled or waived then the deposit shall be returned and Agreement arising from the offer shall be at an end and all parties released from their obligations:

   (a) --

Buyer's Initials NK

Seller's Initials _____

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SCHEDULE "C" - EASEMENT

TERMS AND PROVISIONS OF THE EASEMENT:

1. The Owner hereby grants, conveys and confirms to The Corporation of the Town of Tillsonburg (the "Town"), its successors and assigns, in perpetuity, the free, uninterrupted and undisturbed right and easement to enter upon the lands herein described at any time for the purposes of constructing, installing and maintaining all municipal services of any kind (including water distribution pipes and sanitary and storm sewers) in, under, over and upon the said lands, and with the further and continuing right to the Town, its successors and assigns, and its servants, agents and workers to enter upon the lands at any time to construct, repair, correct, operate, replace and maintain at all times in good condition and repair the municipal services and for every such purpose the Town shall have access to the said lands at all times by its agents, servants, employees and workers.

2. The Town covenants and agrees that, upon completion of any work undertaken hereunder, the Town will restore the areas of land upon which it has performed work to the same condition as that in which the lands were found prior to the commencement of the work.

3. The Owner covenants with the Town to keep the lands herein described free and clear of any trees, buildings, structures or other obstructions which may limit the use, operation, repair, replacement or maintenance of the easement and to use the lands herein described only in a manner and for purposes not inconsistent with the exercise of the rights created by this indenture and without limiting the generality of the foregoing, only as a yard, lawn, garden, flowerbed, roadway, driveway or parking area and the Owner agrees not to do or suffer to be done anything which might injure any of the works of the Town hereon.

The term "building" as set out herein shall specifically include any window sills, chimney breasts, cornices, eaves or other architectural features projecting from the first floor of the building but shall not include window sills, chimney breasts, cornices, eaves or other architectural features projecting from the second floor of the building by less than two (2) feet and such second floor projections shall be specifically authorized and allowed to encroach upon the lands herein described.

4. The Town, by the acceptance and registration of the within easement, agrees to be bound by the terms and provisions contained herein.

5. The burden and benefit of this easement shall run with the lands herein described and shall extend to and be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

6. This is an easement in gross.

Buyer's Initials NK

Seller's Initials_____

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SCHEDULE "D"
DEVELOPMENT COVENANTS

1. Title Control

(a) The owner or owners of the property (the "Owner") upon which these development covenants attach (the "Property") covenants and agrees that it may not use the Property for its intended use and may not retain ownership of the Property unless the Owner has constructed a building for such use including obtaining a building permit for a permanent building with a minimum building coverage of twenty percent (20%) of the total area of the Property. The Owner further covenants and agrees to commence construction of a permanent building on the Property which complies with the permitted uses of the Property's zoning within one (1) year of the date the Owner took title to the Property being the date of registration of transfer (the "Completion Date") and to substantially complete the construction of the said building in conformity with an approved site plan within two (2) years from the Completion Date of this transaction.

(b) In the event that the Owner has not obtained a building permit in accordance with the provisions of subclause 1.a) above, the Owner may request from The Corporation of the Town of Tillsonburg (the "Town of Tillsonburg"), in writing, an extension of the time specified in subclause 1.a) above up to a maximum extension period of six (6) months, (such extension, the "Extended Time") upon payment by the Owner to the Town of Tillsonburg of a performance deposit equal to ten (10%) percent of the purchase price of the Property (the "Performance Deposit"). The Performance Deposit shall be refunded to the Owner, without interest, upon the Owner's compliance with and completion of the provisions of subclause 1.a) above within the Extended Time. In the event that the Owner fails to complete construction within the Extended Time, then the Town of Tillsonburg shall, in addition to its other rights and remedies as set out herein or otherwise, be entitled to retain the Performance Deposit as liquidated damages and not as a penalty, in partial or full satisfaction of the Town of Tillsonburg's damages.

(c) If the Owner does not comply with the provisions of subclause 1.a) above within the periods therein specifically set out or within the Extended Time, the Owner, will, at the option of the Town of Tillsonburg by notice in writing to the Owner, re-convey good title to the Property to the Town of Tillsonburg, free and clear of all encumbrances, in consideration for payment by the Town of Tillsonburg to the Owner of 90% of the purchase price paid by the Owner to the Town of Tillsonburg for the conveyance of the Property in the first instance (the "Discounted Consideration"). The re-conveyance shall be completed within sixty (60) days of the notice set out in this subclause. The Town of Tillsonburg shall be allowed to deduct from the Discounted Consideration all of its reasonable costs, realty commission and legal fees incurred with respect to the original conveyance of the Property by the Town of Tillsonburg to the Owner, as well as the costs of the Town of Tillsonburg in re-acquiring the Property, including without limitation, realty commission, registration costs, land transfer tax, legal fees and such other costs as reasonably incurred by the Town of Tillsonburg. The Town of Tillsonburg shall not be required to pay for any improvements that may have been made, constructed, installed or performed by the Owner on the Property.

(d) Subject to subclause 1.c) above, the Owner covenants that it will not sell the Property or any part thereof to any person, firm or corporation without first offering, in writing, to sell the Property to the Town of Tillsonburg for consideration equal to or less than the consideration paid by the Owner to the Town of Tillsonburg in the original conveyance of the Property less the costs of the Town of Tillsonburg incurred in re-acquiring the Property, including without limitation, real estate commission, land transfer tax, registration costs, legal fees and such other costs as reasonably incurred by the Town of Tillsonburg, provided however that the Owner may sell or transfer the Property to a subsidiary or affiliate corporation as defined in the *Business Corporations Act*, R.S.O. 1990, c.B.16 as amended, provided such subsidiary assumes and confirms its acceptance of the within covenants and restrictions and expressly undertakes in writing to comply with them in such form as the Town of Tillsonburg may require. The Town of Tillsonburg shall have ninety (90) days from the receipt of an offer made by the Owner under this subclause, to accept such offer which acceptance shall be in writing. If the Town of Tillsonburg does not accept an offer to sell made by the Owner under the provisions of this subclause, the Town of Tillsonburg's right to repurchase the Property so offered shall terminate. However, the remaining provisions of this clause 1 as well as other provisions herein shall continue in full force and effect. The limitation contained in this subclause, will expire upon the Owner fulfilling all of the building requirements as set out in subclause 1.a) and 1.b) above.

2. Town of Tillsonburg Option on Vacant Portion of Land

Buyer's Initials NK Seller's Initials_____

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(a) The Town of Tillsonburg shall have the option to repurchase such vacant portion of the Property not used by the Owner for the construction building(s) thereon provided such land is not reasonably ancillary to the Owner's use and occupation of the said building.

(b) This option shall only be exercisable if the Owner has not constructed permanent buildings with a minimum building coverage of thirty percent (30%) of the total area of the Property. twenty (20%)

(c) The option shall be exercisable by the Town of Tillsonburg for consideration equal to the per square foot consideration paid by the Owner to the Town of Tillsonburg in the original conveyance of the Property. Any costs incurred by the Town of Tillsonburg in re-acquiring the subject portion of the Property, including without limitation, real estate commission, land transfer tax, registration costs, legal fees and such other costs shall be at the cost of the Town of Tillsonburg.

(d) This option expires ten (10) years from the Completion Date.

3. Development Standards

(a) The Owner shall not construct and maintain a building unless the exterior of the wall or walls of any building or structure facing any municipal street is constructed of a minimum sixty (60) percent brick, precast stone, glass, pre-cast concrete or alternative non-steel materials and subject to approval by the Town of Tillsonburg, in their sole and absolute discretion, acting reasonably, through the Town's Site Plan Approval process.

(b) The Owner shall not use the Property unless any portion of any area of the Property to be used for open storage shall not be left so that any area is unenclosed, and any such areas shall be enclosed and designed so that the storage area is not visible from any municipal street. No storage shall be permitted within any set back area as set out in the Town of Tillsonburg Zoning By-Law, nor in front of any building or structure facing any municipal roadway.

(c) The Owner hereby acknowledges that it is aware that the Property is designated as within a site plan control area. The Owner shall not commence any construction or use the Property until site plan approval has been obtained. The external building materials used on any building to be constructed on the Property must be approved in writing in advance by the Town of Tillsonburg as part of such site plan control approval process.

4. Assignment of Covenants

(a) The Owner acknowledges and agrees that the covenants and restrictions herein shall run with the title to the Property. The Owner, for itself, its successors, heirs, and assigns in title from time to time of all or any part or parts of the Property will observe and comply with the stipulations, restrictions, and provisions herein set forth (the "Restrictions"), and covenants that nothing shall be erected, fixed, placed or done upon the Property or any part thereof in breach or in violation or contrary to the Restrictions or the provisions of the agreement of purchase and sale between the Owner and the Town of Tillsonburg and that the Owner will require every subsequent purchaser or every successor in title to assume and acknowledge the binding effect of this document, as well as, covenant to observe and comply with the Restrictions and other covenants herein, and the surviving provisions of this Agreement of Purchase and Sale.

5. Force Majeure

(a) If the Owner shall be unable to fulfill, or shall be delayed or restricted in fulfilling any of the obligations set out herein due to any act or neglect of the Town of Tillsonburg or any of its employees, or due to strikes, walkouts, lockouts, fire, unusual delay by common carriers, or by any other cause beyond the Owner's reasonable control, then the time for fulfilling any such obligations shall be extended for such reasonable time as may be required by the Owner to fulfill such obligation.

6. Right to Waive

(a) Notwithstanding anything herein contained, the Town of Tillsonburg and its successors shall have the power by instrument or instruments in writing from time to time to waive, alter or modify the herein covenants and restrictions with respect to their application to any part of the Property without notice to or approval from the Owner or notice to or approval from the owners of any other adjacent or nearby lands.

Buyer's Initials NK Seller's Initials_____

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THE CORPORATION OF THE TOWN OF TILLSONBURG

BY-LAW 2022-081

A BY-LAW to appoint a Deputy Mayor for the Town of Tillsonburg.

WHEREAS the Municipal Act, 2001, S.O. C 25, authorizes a municipality to change the titles for its head of Council and other members of its Council;

AND WHEREAS the Council of the Corporation of the Town of Tillsonburg deems it is necessary and expedient to appoint a Deputy Mayor for the Corporation of the Town of Tillsonburg;

BE IT THEREFORE ENACTED by the Council of the Corporation of the Town of Tillsonburg as follows:

1. That Dave Beres is hereby appointed as Deputy Mayor for a term ending concurrent with the 2022-2026 term of municipal Council.
2. That this By-Law is passed pursuant to the Municipal Act, 2001, S.O. 2001, Chapter 25.
3. That any previously enacted By-Laws which are inconsistent with the purpose and intent of this By-Law are hereby repealed.
4. That this By-Law shall come into force and take effect on the date it is passed.

READ A FIRST AND SECOND TIME THIS 12th DAY OF DECEMBER, 2022.

READ A THIRD AND FINAL TIME AND PASSED THIS 12th DAY OF DECEMBER, 2022.

_____

MAYOR- Deb Gilvesy

_____

CLERK- Kyle Pratt

THE CORPORATION OF THE TOWN OF TILLSONBURG

BY-LAW 2022-082

A BY-LAW to appoint an Alternate Member of the Upper-Tier Council for the Town of Tillsonburg.

WHEREAS Section 268(1) the Municipal Act, 2001, S.O. C 25, Council may appoint one of its members as an alternate member of the upper-tier council (Oxford County Council), to act in place of a person who is a member of the councils of the local municipality (Tillsonburg Town Council) and its upper-tier municipality (Oxford County Council), when the person is unable to attend a meeting of the upper-tier council for any reason.

AND WHEREAS Section 268 (2) Subsection (1) does not authorize (a) the appointment of more than one alternate member during the term of council; (b) the appointment of an alternate member to act in place of an alternate member.

AND WHEREAS The Council of the Corporation of the Town of Tillsonburg deems it is necessary and expedient to appoint an Alternate Member of the Upper-Tier Council for the Town of Tillsonburg.

BE IT THEREFORE ENACTED by the Council of the Corporation of the Town of Tillsonburg as follows:

1. That Chris Parker is hereby appointed as an Alternate Member of the Upper-Tier Council for the Town of Tillsonburg for the term ending December 31, 2026.
2. That this By-Law is passed pursuant to the Municipal Act, 2001, S.O. 2001, Chapter 25.
3. That this By-Law shall come into force and take effect on the date it is passed.

READ A FIRST AND SECOND TIME THIS 12th DAY OF DECEMBER, 2022.

READ A THIRD AND FINAL TIME AND PASSED THIS 12th DAY OF DECEMBER, 2022.

_____

MAYOR- Deb Gilvesy

_____

CLERK- Kyle Pratt

THE CORPORATION OF THE TOWN OF TILLSONBURG
BY-LAW # 2022-083 Town of Tillsonburg Emergency Response Program

A by-law to establish an emergency management program for the protection of public safety, health, the environment, critical infrastructure and property, and to promote economic stability and a disaster-resilient community.

WHEREAS the Province of Ontario has passed the *Emergency Management and Civil Protection Act, R.S.O., 1990, Chapter E.9*, as amended (hereinafter "Act") an Act which requires the development and implementation of an emergency management program by the Council of a municipality AND;

WHEREAS the Act requires the emergency management program to conform to standards promulgated by Emergency Management Ontario in accordance with international best practices, including the five core components of emergency management; mitigation, prevention, preparedness, response and recovery; and also makes provision for the municipality and Council to develop and implement an emergency management program to protect public safety, public health, the environment, critical infrastructure and property and to promote economic stability and a disaster-resilient community AND;

WHEREAS the Act makes provision for the Head of Council to declare that an emergency exists in the community or in any part thereof and also provides the Head of Council with authority to take such action or make such orders and he/she considers necessary and not contrary to law, to implement the Emergency Response Plan and respond to an emergency AND;

WHEREAS the Act provides for the designation of one or more members of Council who may exercise the powers and perform the duties of the Head of Council during his/her absence or his/her inability to act AND;

WHEREAS the Act authorizes employees of a community to respond to an emergency in accordance with the Emergency Response Program (ERP) where an emergency exists but has not yet been declared to exist AND;

WHEREAS the Act requires that every municipality shall have an Emergency Management Program Committee (EMPC), composed of the Emergency Management Program Coordinator (CEMC), senior municipal officials appointed by Council, such members of Council as may be appointed by Council, municipal employees who are responsible for emergency management functions and may include other persons representing organizations and industry and Council shall appoint one of the members of the program committee to be the chair of the committee AND;

WHEAREAS the Act provides that the municipality has a right of action to recover monies expended or costs incurred in the implementation of an emergency plan or in connection with an emergency against the person who caused the emergency AND;

NOW THEREFORE BE IT RESOLVED THAT, the Council of The Corporations of the Town of Tillsonburg HEREBY ENACT THE FOLLOWING:

1) **THAT** the Town of Tillsonburg Emergency Response Program, attached hereto as Appendix "A" of this By-law be and is hereby adopted;

2) **THAT** the Emergency Management Plan and Program be developed and implemented in accordance with the regulatory standards published by Emergency Management Ontario in accordance with international best practices;

3) **THAT** the Head of Council, Chief Administrative Officer, Community Emergency Management Coordinator, Communications Officer, Director of Operations and Development, Director of Recreation, Culture and Parks, Director of Corporate Services & Clerk, Director of Emergency Services / Fire Chief, Executive Assistant to CAO/Mayor, Development Commissioner, Director of Finance & Treasurer, General Manager of Hydro Operations, be hereby appointed as members of the Emergency Management Program Committee (EMPC);

4) **THAT** the CAO and CEMC be hereby appointed as co-chairs of the Emergency Management Program Committee (EMPC);

5) **THAT** the Head of Council, Chief Administrative Officer, Community Emergency Management Coordinator, Communications Officer, Director of Operations and Development, Director of Recreation, Culture and Parks, Director of Corporate Services / Clerk, Director of Emergency Services / Fire Chief, Executive Assistant to CAO/Mayor, Development Commissioner, Director of Finance / Treasurer, General Manager of Hydro Operations, be hereby appointed as members of the Municipal Emergency Control Group (MECG);

6) **THAT** the municipality's Community Emergency Management Coordinator (CEMC) be hereby appointed as the Community Emergency Management Program Coordinator for The Corporation of the Town of Tillsonburg;

7) **THAT** the municipality's Communications Officer is hereby appointed as the Emergency Information Officer (EIO) for The Corporation of the Town of Tillsonburg;

8) **THAT** the Emergency Management Program Committee will review the emergency management program annually, ensure training of employees on their functions through practical exercises and to recommend material changes to the program to Council for approval as required;

9) **THAT** the Head of Council or designated alternate, as provided in the plan, be hereby empowered to declare or terminate an emergency;

10) **THAT** certain appointed officials or their designated alternates, as provided in the municipality's approved Emergency Response Plan are empowered to cause an emergency notification to be issued to members of the Municipal Emergency Control Group and respond to an emergency in accordance with the Emergency Response Plan where an emergency exists but has not yet been declared to exist;

11) **THAT** Council authorizes staff to make revisions to the schedules, appendices and minor administrative or housekeeping changes to the Emergency Response Plan; however, the Emergency Response Plan itself shall be revised only by By-law;

12) **THAT** the By-law Number 3139 A By-law to Provide an Emergency Management Program in the town of Tillsonburg be hereby repealed.

13) **AND THAT** this By-law # 2022-083 Town of Tillsonburg Emergency Response Program shall come into full force and effect on the date of final passing thereof.

READ a first, second, and third time, and passed in Council, this 12th day of December 2022.

THE CORPORATION OF THE TOWN OF TILLSONBURG

_____
Deb Gilvesy, Mayor

_____
Kyle Pratt, Clerk

Town of Tillsonburg Emergency Response Program (2022)

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1. Introduction

The Town of Tillsonburg Emergency Management Program establishes a framework for responding to a number of risks the Town faces. Developed with key officials, agencies and departments, it is a guideline that outlines collective and individual roles and responsibilities in responding to and recovering from an emergency.

The Emergency Management Program document describes the framework on how the Town of Tillsonburg will respond to, recover from and mitigate the impact of an emergency. It describes the legal authorities, concept of operations and functional roles and responsibilities.

1.1 Purpose

The purpose of the Town of Tillsonburg Emergency Management Program during an emergency is to facilitate the effective co-ordination of human and physical resources, services and activities necessary to:

- Protect and preserve life and property;
- Minimize and/or mitigate the effects of the emergency on the residents and physical infrastructure of the Town of Tillsonburg; and
- Quickly and efficiently enable the recovery and restoration of normal services.

It also makes provisions for the efficient administration, coordination, and implementation of extraordinary arrangements and response measures taken by the Town of Tillsonburg to protect the health, safety, and welfare of the residents of the Town of Tillsonburg during any emergency by:

- Identifying the governance structure for emergency response within the Town of Tillsonburg;
- Identifying roles and responsibilities required in mitigating, preparing for, responding to and recovering from emergencies and disasters;
- Identifying standard response goals for emergency response operations and decision making; and
- Providing for a coordinated response by the municipality and partner agencies in managing emergencies.

1.2 Aim

As per the *Emergency Management and Civil Protection Act* (EMPCA), the Town of Tillsonburg has formulated an Emergency Management Program (ERP) which is adopted by Council by By-law 2022-083.

1.3 Public Access to the ERP

The Town of Tillsonburg Emergency Management Program is available on the Town's website (www.tillsonburg.ca). The public may also request to access the Program through the Town's Clerk's Office.

Supporting Plans do not form part of the ERP as they may be confidential and/or provide information that may require frequent updating, be of a technical nature, or contain sensitive or personal information which could pose a security threat or violate privacy legislation if released.

1.4 Definition of an Emergency

Emergencies are distinct from the normal daily operations carried out by municipal first response agencies and Town departments.

The Emergency Management and Civil Protection Act defines an emergency as:

'A situation or impending situation that constitutes a danger of major proportions that could result in serious harm to persons or substantial damage to property and that is caused by the forces of nature, a disease or other health risk, an accident or an act whether intentional or otherwise.

1.5 Legal Authorities

The legislation under which the municipality and its employees are authorized to respond to an emergency, in addition to each agencies' respective legislative authorities, are:

- The Emergency Management and Civil Protection Act, R. S. O. 1990, c.E.9, as amended (the "Act")
- Ontario Regulation 380/04 under the Act
- The Town of Tillsonburg Emergency Management Program By-Law 2022-083

The Act requires municipalities to develop, implement, and maintain an emergency management program, and adopt it through a by-law. An emergency management program must consist of:

- An emergency Program;
- Training programs and exercises for employees of municipalities and other persons with respect to the provision of required services and procedures to be followed in emergency response and recovery activities;
- Public education on risks to public safety and on public preparedness for emergencies; and
- Any other element required for municipalities in standards of emergency management programs that may be developed by the Minister of the Solicitor General.

Ontario Regulation 380/04 under the Act describes emergency management standards for municipal emergency management programs. There are a number of required elements including:

- Designation of a Community Emergency Management Coordinator (CEMC) to coordinate the development and implementation of the Municipality's Emergency Management Program;
- Appointment of an Emergency Management Program Committee (EMPC) to annually review the municipality's Emergency Management Program and make recommendations to Council for its revision, if necessary;
- Appointment of a Municipal Emergency Control Group (MECG) to direct the municipality's response in an emergency, including implementation of the municipality's Emergency Response Program;

- Implementation of an Emergency Operations Centre (EOC) with appropriate technology communications systems;
- Designation of an Emergency Information Officer to act as the municipality's primary contact for the media and public during an emergency; and
- Formulation of an Emergency Management Program that assigns duties to employees by position and sets out the procedures to notify the MECG of an emergency.

The Town of Tillsonburg Emergency Management Program By-law approves the enactment of the Town of Tillsonburg Emergency Management Program and other requirements for the Town's Emergency Management Program.

The Senior Official for the Town's Emergency Management Program Committee is the CAO or designated alternate.

The Town of Tillsonburg has Emergency Mutual Aid Agreements, adopted by bylaw, with other municipalities and are listed in Schedule "A" to Tillsonburg Emergency Response Program.

1.6 Council Approval

Where significant portions of the Town of Tillsonburg Emergency Management Program are revised, Council is required to adopt the revised Program by by-law.

1.7 Emergency Management Program Committee (EMPC)

The Emergency Management Program Committee as required by the Act consists of the following Council appointed personnel and includes the appointment of the chair of the committee:

- Mayor
- Chief Administrative Officer
- Community Emergency Management Coordinator
- Communications Officer
- Director of Operations and Development
- Director of Recreation, Culture and Parks
- Director of Corporate Services / Clerk
- Director of Emergency Services / Fire Chief
- Executive Assistant to CAO/Mayor
- Development Commissioner
- Director of Finance / Treasurer
- General Manager of Hydro Operations

This committee reviews the emergency management program and plan annually, ensures training is provided to employees on their functions, recommends changes to the program as deemed appropriate and refers recommendations to Council for further review and approval.

1.8 Municipal Emergency Control Group (MECG)

In the event of an emergency, the following personnel appointed by Council shall act as the Municipal Emergency Control Group as defined by Ontario Regulation 380/04 under the Act to manage the Town's emergency response:

- Mayor
- Chief Administrative Officer
- Community Emergency Management Coordinator
- Communications Officer
- Director of Operations and Development
- Director of Recreation, Culture and Parks
- Director of Corporate Services / Clerk
- Director of Emergency Services / Fire Chief
- Executive Assistant to CAO/Mayor
- Development Commissioner
- Director of Finance / Treasurer
- General Manager of Hydro Operations

1.9 Ad Hoc Committee Members

Ad Hoc members to the Emergency Management Program Committee or Municipal Emergency Control Group may include;

- Oxford County Community Emergency Management Coordinator
- Ontario Provincial Police Detachment Commander or Designate
- Chief of Oxford County Paramedic Services or Designate
- Southwest Public Health Medical Officer of Health or Designate
- Oxford County Human Services Representative
- Emergency Management Ontario Representative
- Tillsonburg District Memorial Hospital Representative
- Long Point Regional Conservation Authority Representative
- Railway Representative
- Other Subject Matter Experts as required

1.10 Community Emergency Management Coordinator (CEMC)

The Municipal employee designated as the Community Emergency Management Program Coordinator (CEMPC) is the Municipality's Community Emergency Management Coordinator (CEMC).

1.11 Emergency Information Officer (EIO)

The municipal employee designated as the Emergency Information Officer is the Municipality's Communications Officer.

1.12 Department and Support Agency Emergency Procedures

Personnel in-charge (I/C) of each Municipal Department, Division and Section as well as each Support Agency involved with this Program shall ensure that emergency response procedures or guidelines (i.e. Departmental Emergency Plan) outlining how it will fulfill its own internal responsibilities under this Program during an emergency, are prepared, reviewed annually and practiced as determined by the personnel in-charge.

Personnel in-charge of each Municipal Department, Division and Section as well as each Support Agency shall ensure that their staff has sufficient knowledge, skills, training and understanding of the Emergency Management Program to perform their respective duties in an emergency and that their contact information is kept current for call-out purposes.

2. Hazard Identification & Risk Assessment & Critical Infrastructure

In developing its emergency management program, every municipality shall identify and assess the various hazards and risks to public safety that could give rise to emergencies and identify the facilities and other elements of the infrastructure that are at risk of being affected by emergencies.

2.1 Hazard Identification and Risk Assessment (HIRA)

The Emergency Management Program Committee utilizes a Hazard Identification and Risk Assessment (HIRA) Tool, designed by the Province of Ontario, to assess which hazards pose the greatest risk in terms of how likely they are to occur and how great their potential impact may be. However, it is not intended to be used as a prediction tool to determine which hazard will cause the next emergency. The HIRA groups the risks into three categories: Natural; Human Caused; and Technological and Infrastructure Disruptions.

The EMPC uses HIRA in their planning to determine which risks are most likely to occur in order to devise appropriate public education, focused training programs and exercises for the municipality.

The Town's HIRA ranking is listed in Schedule "D" to the Emergency Management Program which shall be reviewed annually by the EMPC to ensure relevance for emergency planning.

2.2 Critical Infrastructure (CI)

Every municipality must identify the facilities and infrastructure which could be impacted by an emergency and which could have serious impacts on the residents of their municipality, on the local economy as well as the municipality's ability to deliver services. The facilities and infrastructure identified in a municipality's critical infrastructure list do not necessarily need to be owned or operated by the municipality, nor be located within the municipality.

The Emergency Management Program Committee shall develop, maintain and annually review their Critical Infrastructure List. Public access to the Municipality's Critical Infrastructure List listed in Schedule "E" is restricted as set out in the Act and section 1.3 of the Town's Emergency Response Program.

3. Concept of Operations

First responders and Town's departments manage many emergencies that occur on a day-to-day basis. As the magnitude of an emergency increases, so will the requirement for additional support from within the Town. The Town may elect to call upon neighbouring municipalities to provide assistance. The Town may also call upon the provincial government to provide supplemental financial and / or physical resources necessary to deal with the overall impacts of the public emergency.

The Town's Emergency Management Program adopts the principles of an existing Incident Management System (IMS). IMS can be used in any size or type of emergency to manage response personnel, facilities and equipment. IMS principles include the use of common terminology, modular organization, integrated communications, unified command structure, action planning, manageable span-of-control, pre-designated facilities and comprehensive resource management. The basic functional modules of the IMS (Command, Operations, Planning, Logistics and Finance & Administration) can be expanded or contracted to meet requirements as an event progresses.

There are multiple response parts to any emergency situation within the Town of Tillsonburg which are as follow:

3.1 Site Response

The emergency responders at the site or sites of the emergency provide strategic and tactical response to the emergency as they attempt to mitigate its effects and bring the emergency under control. Site command assumes the responsibility to lead the municipality's response to the emergency and receives support from the MECG/EOC command staff.

3.2 Corporate Response and Minimal (Essential) Services

The Emergency Operations Centre (EOC) is a virtual or physical location, with appropriate technology and telecommunications infrastructure to ensure effective communication, where the leadership (MECG) of the Town of Tillsonburg can gather to collectively and collaboratively support emergency response, and manage the consequences of an emergency. The EOC or virtual EOC is utilized, where necessary, to centralize and coordinate efforts occurring at the site(s). The MECG operating in the EOC or virtually is responsible for business continuity within the municipality and for supporting the site command's response to the emergency.

3.3 Minimal/Essential Services

Listed below are the minimal (essential) services that the municipality shall strive maintain throughout an emergency. Each department will follow their Business Continuity (scale back) plans ensuring that essential services identified are maintained during an emergency.

a. Wastewater Services
b. Water Treatment and Distribution
c. Paramedic Services
d. Police Services (OPP)
e. Fire Services

f. Electrical Distribution (Tillsonburg Hydro Inc.)
g. Natural Gas Distribution (Enbridge)
h. Snow Clearing
i. Solid Waste Collection and Disposal
j. Cemeteries
k. IT Services
l. Finance
m. Legal
n. Human Resources
o. Clerks and Council Support
p. Social Services (Oxford County)
q. Fleet
r. Transit
s. Corporate Communications and Public Relations
t. Forestry Services
u. Road and Bridge Safety Services (activities to maintain safe vehicle movement)
v. Flood Control Services
w. By-law Enforcement
x. Construction and Building Inspection Services

While all services provided by the Municipality are important to its residents, the identified services are considered to be essential and must be provided during an emergency to ensure the continued health, safety, and wellbeing of the residents of the municipality.

3.4 Policy Group

The Policy Group is led by the Head of Council (HOC) in their assigned role and authority during an emergency or the Mayor and comprised of members of Council sitting as Town Council at any regular or special meeting called during an emergency situation.

The Policy Group may be established to receive information or reports during an emergency situation, and to provide any necessary policy direction to the Municipal Emergency Control Group (MECG). The Act and Emergency Management Program have assigned responsibility for management of emergency situations, so the Policy Group does not have responsibility for emergency management during an emergency situation. The HOC has the authority to declare or terminate an emergency.

3.5 Head of Council (HOC)

The Mayor or Deputy Mayor Acting Mayor as the HOC during an emergency. The HOC has all the powers set out in the Act and Emergency Management Program for purposes of an emergency situation and/or declared emergency. The HOC will receive training to ensure they understand their role during an emergency.

3.6 Councillors Role (When not acting in the Policy Group role)

The main responsibilities of Councillor are to:

- Assist relaying approved information to area residents;
- Attend community or evacuee meetings;
- Reassure constituents;
- Support actions taking place in the community;
- Liaise back through Mayor concerns from constituents; and
- Follow leadership and requests of the Mayor

Councillors will receive training to ensure they understand their role and responsibilities during an emergency.

3.7 Municipal Emergency Control Group (MECG)

The Municipal Emergency Control Group (MECG) is responsible for supporting the site command staff and the management of business continuity for the unaffected portions of the municipality. The MECG is also responsible for:

- Notifying response agencies and coordinating the activities of the various departments and organizations which are needed to effectively respond to and recover from the emergency;
- Providing support to the Incident Commander and site personnel;
- Collecting situational awareness information and prioritizing, evaluating, summarizing it, as well as disseminating and displaying it;
- Establishing priorities based on all the information gathered and developing EOC Incident Action Plans;
- Obtaining, coordinating and managing payment of any additional resources (both personnel and equipment) needed to support the emergency;
- Liaising with Site Command to establish the geographic boundaries of the emergency;
- Coordinating all internal and external information including communicating emergency information to the general public; and
- Maintaining the day-to-day activities of the community outside of the emergency area.

The MECG is listed in Section 1.8 and performs the following IMS functions, as required:

- EOC Commander
- EOC Coordinator (CEMC)
- Emergency Information Officer (EIO)
- Liaison Officer
- Safety Officer
- Operations Section Chief & key branch coordinators
- Planning Section Chief
- Logistics Section Chief
- Finance and Admin Section Chief

MECG members may be required to perform multiple IMS functions depending on situational needs and available staffing.

4. Implementation of the Emergency Response Program

This Emergency Management Program can be implemented as soon as an emergency occurs, or is expected to occur, which is considered to be of such magnitude as to warrant its implementation. An official declaration of an "Emergency" does not have to be made for this Program to be implemented to protect the lives and property of the inhabitants of the Town of Tillsonburg.

The Emergency Management Program authorizes employees of the Town of Tillsonburg to respond to an emergency where an emergency exists or appears imminent, but has not yet been declared and take such action(s) as may be necessary to protect the lives and property of the inhabitants of the Town of Tillsonburg.

Any of the Municipal Emergency Control Group members outlined in Section 4 shall have the training and authority to effectively activate the EOC when they determine the activation of the EOC is necessary in consultation with the CEMC. MECG members may receive an initial warning of a potential emergency and/or arrive first at the scene of an emergency and determine the circumstances of the emergency, require the support of the EOC.

The CEMC will be trained to utilize the emergency response messaging system to notify/alert the members listed in section 4.1. In the event of a failure of the messaging system, CEMC members will contact the Town of Tillsonburg Fire Rescue Services Communications Centre (Dispatch) to activate the EOC via the hardcopy back-up telephone list and have personnel assemble at the appropriate EOC location.

4.1 Town of Tillsonburg EOC Notification System - (Fan Out)

All members of the MECG listed in Section 1.8 or their alternates if acting in place of the MECG member in consultation with the CEMC may implement the Emergency Management Program through the municipality's emergency response messaging system.

4.2 Town of Tillsonburg Emergency Operations Centre (EOC)

There are primary, alternate and virtual EOC locations designated as EOC's. In the event of implementation of the Program for a declared or undeclared emergency, EOC personnel will be notified to attend virtually or assemble at one of the designated confidential EOC locations.

4.3 Escalation of Emergencies in the Municipality

All Town departments and emergency service providers have agreed to use the following four emergency management response levels as a guide to be used before, during and following emergencies. Each level signifies the variation of the impact to the community caused by an emergency.

Response Level	Actions	Criteria	Examples
Normal Operations	Normal response by operating departments and responders.	Routine operations	Small car accident, isolated flooding, small power outage, house fire

Level 1: Local MECG monitoring level	Key members of the Municipal Emergency Control Group (MECG) notified. MECG monitors situation and may communicate via teleconference or other electronic means.	Incident contained to one area of the municipality. Minor impact to citizens and environment Contained within inner perimeter Minor impact on resources	Apartment fire with displacements, contained hazmat, boil water advisory, active threat from person(s), helicopter crash
Level 2: Partial notification/ activation local MECG	MECG notified and on standby, key members of MECG may convene in the EOC. Provincial Emergency Operations Centre (PEOC) may be notified. MECG monitors situation and may communicate via teleconference or other electronic means.	Incident contained within one area of the Municipality. Significant impact to citizens, property and environment beyond the outer perimeter Significant media attention Significant demand on resources May affect multiple buildings	Chemical spill, multiple fire locations, multiple suspects/active threat on the move, municipal-wide boil water advisory, isolated communicable disease outbreak
Level 3: Full activation local MECG	MECG convened in EOC. May require emergency declaration. PEOC notified.	Incident contained within one Municipality Possible activation reception/evacuation centre(s) Major impact to citizens, property and/or environment beyond the outer perimeter Major media and/or public interest Major demand on resources Multiple buildings/incidents	Ice storm, tornado, chemical spill, commercial airliner crash, train derailment, large propane explosion, pipeline leakage, potable water emergency, epidemic, terrorism, large scale flood
Level 4: Municipal Emergency	MECG convened in EOC. May require emergency declaration. PEOC notified	Exceeds Municipal resources / capabilities. May affect the entire municipality or multiple portions of the municipality. Possible activation reception /evacuation centre(s) Major impact to citizens, property and/or environment Major media and/or public Impact to facility or service	Level 3 examples that • Impact more than one area of the Municipality; or • Is contained within one area of the Municipality but has major municipal-wide impact; or • Impacts Municipal services

5. Declaration and Termination of an Emergency

5.1 Prior to Declaration

When an emergency exists, but has not yet been declared, the Town of Tillsonburg employees and first responders may take such action(s) under the authority of this Emergency Management Program necessary to protect lives and property.

5.2 Declaration of an Emergency

The Mayor or Deputy Mayor, acting as Head of the Council, is responsible for declaring that an emergency exists within the boundaries of the Town of Tillsonburg. In declaring an emergency, the Head of Council will identify the geographical boundaries of the emergency area. The decision whether to declare an emergency and the designation of geographical boundaries of the emergency area will be made in consultation with the MECG and with reference to the provincial checklist (Schedule "G") for declaring and terminating an emergency.

The MECG will ensure that all personnel and Supporting Agencies concerned are advised of the declaration of the emergency.

Upon declaration of an emergency in the Town of Tillsonburg the Mayor shall notify:

a. The Solicitor General and Office of Fire Marshal and Emergency Management (OFMEM) by email or fax, through the Provincial Emergency Operations Centre (PEOC) using the form in Schedule "G" and;
b. Members of Town of Tillsonburg Council.

The following may also be notified of a declaration of emergency:

a. Local Member(s) of Provincial Parliament (MPPs);
b. Local Member(s) of Federal Parliament (MPs);
c. Local media;
d. The public; and
e. Heads of Council for neighbouring municipalities that may be impacted by the event or called upon for assistance.

5.3 Termination of an Emergency

When it has been determined by the MECG, after referring to the Province of Ontario's checklist (Schedule "G") for declaring and terminating an emergency, that the emergency should be terminated, the Mayor and/or Council will make an official termination of declared emergency in writing (Schedule "H").

The Premier of Ontario may also terminate an emergency at any time.

The EOC Commander will ensure that all personnel and Supporting Agencies concerned are advised of the termination of the emergency.

Upon termination of an emergency in the Town of Tillsonburg the Mayor shall notify:

a. Solicitor General and Office of Fire Marshal and Emergency Management (OFMEM) by email or fax, through the Provincial Emergency Operations Centre (PEOC); and
b. Members of Town of Tillsonburg Council.

The following may also be notified of a termination of emergency:

a. Local Member(s) of Provincial Parliament (MPPs);
b. Local Member(s) of Federal Parliament (MPs);
c. Local media;
d. The public; and,
e. Heads of Council for neighbouring municipalities that may be impacted by the event or called upon for assistance.

6. Requests for Assistance

It is possible that assistance from other levels of government, or external partner agencies with specialized knowledge or expertise, may be required by the Town of Tillsonburg to help successfully respond to an emergency situation.

Depending on the nature of the emergency and the assistance required, these agencies may be requested to attend the emergency site(s) and/or EOC to provide assistance, or provide information and advice to the MECG through the Liaison Officer or EOC Coordinator.

6.1 Requesting Neighbouring Jurisdiction Support

When the resources of the Town of Tillsonburg are at capacity or there is a need for support from neighbouring municipal jurisdictions and with approval from the EOC Commander, the MECG Liaison Officer or EOC Coordinator may request assistance by contacting the appropriate authorities in those municipal jurisdictions. (See Section 1.5 of the ERP for Mutual Aid Agreements)

When the resources of the Town of Tillsonburg are at capacity or there is a need for support from private or Non-Government Organizations (NGO), and with approval from the EOC Commander, the EOC Commander may authorize an MECG member to make the request for assistance by contacting the appropriate representatives for those organizations. A listing of the MOU's with volunteer based organizations is contained in Schedule "B" of the ERP.

6.2 Requesting Provincial Assistance

Where provincial assistance is required, which is outside of the normal departmental or service working agreements, the request will be made to Office of the Fire Marshal and or Emergency Management through the Provincial Emergency Operations Centre (PEOC).

6.3 Requesting Federal Assistance

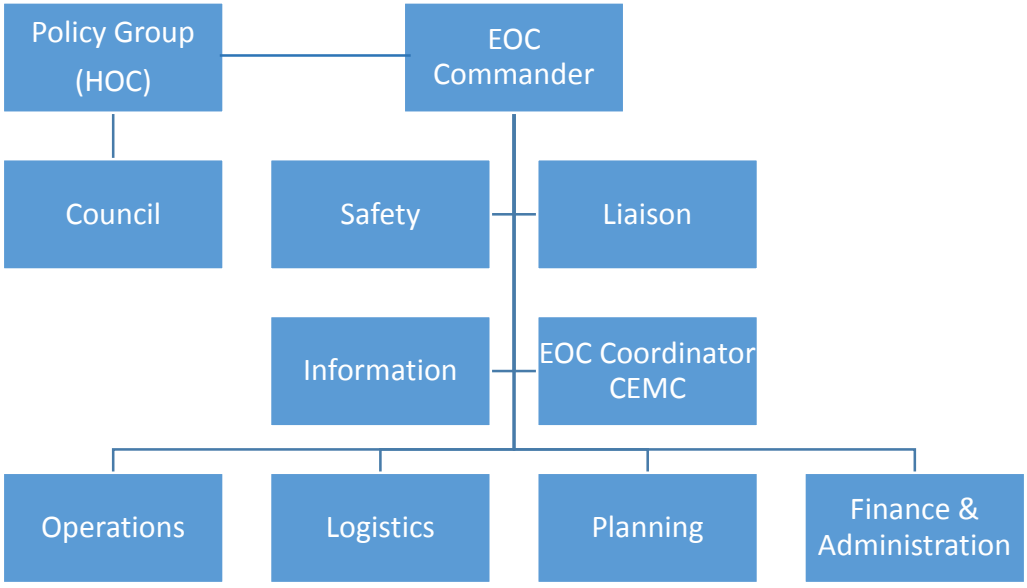
Requests for personnel or resources from the Federal Government are requested through the Provincial Emergency Operations Centre who in turn liaises with the Federal Government Operations Centre.

6.4 Support Agency Composition

When requested by the MECG, Support Agencies work in support of the EOC and site and include but are not limited to the agencies listed in Schedule "C". Support agency representatives may be invited to attend MECG or site meetings as required.

7. Incident Management System

The Town's Emergency Management Program adopts the principles of the Incident Management System (IMS). Based on five key functions that must occur during any emergency situation, IMS can be used for any size or type of emergency to manage response personnel, facilities, and equipment. Principles of the Incident Management System include the use of common terminology, modular organization, integrated communications, unified command structure, action planning, manageable span of control, and comprehensive resource management.



7.1 Incident Commander (Site)

The Incident Commander at site is a trained member from the lead agency for the emergency response and is responsible for and/or has the authority to:

a. Establish a Unified Command structure for the purpose of information sharing, establishing objectives regarding emergency site management and prioritizing resources where applicable between the responding agency Incident Commanders;
b. Designate an emergency site media coordinator to liaise with EIO;
c. Implement the strategy established by the MECG at the emergency site(s), if required;

d. Ensure that responding agencies make available the human and material resources that are required at the emergency site;
e. Maintain a communication link with the MECG for the flow of information regarding the management of the emergency site;
f. Maintain a record of events, decisions made and actions taken as Incident Commander;
g. Participate in a debriefing with MECG regarding the emergency, if required; and
h. Assist the CEMC in creating an after action report on the emergency.

Unified Command

The Unified Command system is a method used to carry out site command in which agencies responding to an incident will share responsibility. This may be necessary when incidents meet the following criteria:

- Multiple jurisdictions are involved,
- A single jurisdiction with multiple responding agencies sharing responsibility, or
- Multiple jurisdictions with multiagency involvement

If a Unified Command is needed, agency commanders representing agencies or jurisdictions that share responsibility for the incident may manage the response from a single command post or alternatively County or Municipal officials may be invited to the EOC as a member of the MECG to coordinate efforts. Under a Unified Command, a single, coordinated incident action plan will direct all activities.

7.2 Response Goals

The following response goals are applied to all emergency situations. In order of priority they are:

1. Provide for the health and safety of all responders.
2. Save lives.
3. Reduce suffering.
4. Protect public health.
5. Protect critical infrastructure.
6. Protect property.
7. Protect the environment.
8. Reduce economic and social losses.

7.3 Incident Management System Functions

7.3.1 Head of Council (Mayor or Deputy Mayor)

Responsibilities of the Head of Council include:

- Requesting County and/or Municipal level assistance.
- Declaration of an emergency.
- Termination of a declared emergency.

- Acting as an official spokesperson.
- Ensuring members of Council are notified and regularly updated of the emergency.
- Notifying the Mayors of adjoining municipalities of the emergency if required and providing any status reports.
- Leading the Policy Group

7.3.2 Policy Group (Council Members when sitting as Council)

Responsibilities of Councillors include:

- Receive information or reports during an emergency situation
- Provide any necessary overall policy direction to the MECG
- Changing/amending bylaws or policies.
- Termination of a declared emergency through the MECG
- Assist in relaying approved information to area residents;
- Attend community or evacuee meetings;
- Reassure constituents;
- Support actions taking place in the community;
- Liaise back through Mayor concerns from constituents; and
- Follow leadership and requests of the Mayor.

7.3.3 Municipal Emergency Control Group (MECG)

The primary responsibility of the MECG in an emergency is to support the emergency response activities of the site command and to ensure business continuity for the municipality. It is also the responsibility of the MECG to ensure that response priorities set out in section 7.2 are established, and that planning and response activities are coordinated, both within the EOC (i.e. between sections) and between sites and other EOCs.

The Municipal Emergency Control Group performs the following IMS positions:

- EOC Commander
- EOC Coordinator
- Emergency Information Officer
- Safety Officer (EOC)
- Liaison Officer
- Operations Section Chief
- Planning Section Chief
- Logistics Section Chief
- Finance and Administration Section Chief

7.3.4 Emergency Operations Centre Commander - (EOC) Commander

- Overall authority and responsibility for the activities of the EOC.

- Sets out priorities and objectives in conjunction with the MECG members for each operational period and ensures they are carried out.
- Liaises with the Policy Group (Head of Council) and advise whether or not a declaration and termination of an emergency is recommended.
- Ensures Council is updated
- Designates the geographical boundaries of the emergency area.
- Authorizes the extraordinary expenditure of municipal funds during the emergency.
- Confirms the adequacy of the expenditure limits as identified in the purchasing by-law.
- Approves emergency information releases.
- Establishes procedures to be taken for the safety or evacuation of persons in an emergency area in partnership with other agencies as needed.
- Determines what agencies or experts are required in the EOC.
- Determines which Command staff positions are required and ensures they are filled as soon as possible.
    - EOC Coordinator
    - Emergency Information Officer
    - Liaison Officer
    - Safety Officer
- Determines what General Staff positions are needed, assigns Section Chiefs as appropriate and ensures adequate staffing in sections as required.
    - Operations Chief
    - Planning Chief
    - Logistics Chief
    - Finance and Administration Chief

7.3.5 EOC Coordinator (CEMC)

- Ensures that the EOC is setup and operational
- Assist the EOC Commander in determining EOC staffing levels
- Provides EOC staff guidance and support regarding their roles and responsibilities
- Serves as an advisor to the EOC Commander and Section Chief's as needed, providing information and guidance related to the internal functions of the EOC and ensure compliance with existing emergency plans and procedures
- Assists the Liaison Officer with the coordination of agencies and/or departments within the EOC.
- Provides input on the strategic direction and advice to the MECG regarding emergency management issues
- Liaises with the neighbouring CEMCs, Office of Fire Marshal and Emergency Management, Provincial Emergency Operations Centre (PEOC) and other provincial and federal representatives and agencies as required.
- In conjunction with the EOC Commander, facilitates a debriefing with the EOC personnel and other appropriate agencies or organizations and prepares an After Action Report on the emergency.

7.3.6 Emergency Information Officer (EIO)

- Establishes and maintains media contacts.
- Ensures the Emergency Communications Team members have the training, skills and equipment required for the preparation of media releases and that pre-incident media releases are prepared for the events listed in Section 2 HIRA to enhance emergency timely communications to staff, council and the public in emergencies.
- Ensures the preparation of incident news releases; coordinating interviews, news conferences, media briefings and internal staff updates.
- Develops public information materials; providing messaging for use by Customer Service Centre, Emergency Communications Team and EOC staff.
- Establishes communications strategies for internal and external purposes.
- Monitors media and information sources.
- Liaises and coordinates messages with Site Media Officers and Emergency Communications Team.
- Ensures public safety information is provided in accessible formats as required by provincial legislation.
- Establishes a liaison at evacuation/reception centres to ensure the timely and accurate relaying of information to the evacuees.
- Ensures coordinated information messaging and releases with neighbouring jurisdictions and assisting agencies, including the Southwestern Public Health Unit media representatives.

7.3.7 Liaison Officer

- Invites required or requested agencies and stakeholders to the EOC, as identified by the EOC Commander and MECG and maintains contact when required.
- In coordination with the Emergency Information Officer, assist the EOC Commander in ensuring proper procedures are in place for communicating with the Policy Group.
- Establish and maintain contact with appropriate external agencies (such as: Utilities, Transportation, Volunteer Organizations, Private Sector, etc.) and share situation information, as needed.
- Liaises with the neighbouring Municipal officials, as needed

7.3.8 Safety Officer

- Coordinate and initiate critical incident stress and employee assistance programs
- Provides advice and assistance on matters related to occupational health and safety regulations for EOC personnel.
- Monitors, assesses, and recommends modifications to safety conditions in the EOC and halting unsafe operations, as necessary.
- Liaises and provides advice and support to site Safety Officer regarding health and safety issues for site personnel, as required.

7.3.9 Planning Section Chief

- Collects, processes, evaluates and displays situation information.
- Develops EOC Incident Actions Plans in coordination with other functions.
- Tracks the status of EOC issued resources.

- Plans for additional resources to ensure the continuity of the Municipal Emergency Control Group during extended operations by liaising with the Logistics Officer.
- Maintains all EOC documentation.
- Conducts advance planning activities and makes recommendation for action.
- Obtains technical experts for the EOC, as required.
- Plans for EOC demobilization of personnel and resources.
- Facilitates the transition to the recovery phase.

7.3.10 Logistics Section Chief

- Provides/acquires requested resources including personnel, facilities, equipment and supplies.
- Liaises with the Social Services Branch Coordinator and Police Branch Coordinator for the selection, operation and maintenance of suitable facilities for Reception Centres and Evacuation Centres.
- Opens and operates the facilities
- Arranges access to technological and telecommunication resources and support.
- Acquires and arranges resources for the transportation of personnel, evacuees and goods.
- Organizes and coordinates volunteers with or without the assistance of Non-Government Organizations
- Provides other support services such as arranging for food and lodging for workers within the EOC and other sites.

7.3.11 Finance and Administration Section Chief

- Monitors the expenditure process, and response and recovery costs.
- Coordinates claims and compensation.
- Tracks and reports on personnel time.
- Develops service agreements and/or contracts.
- Oversees the purchasing processes.
- Oversees the management of monetary donations

7.4 Operations Section

The Operations Section maintains direct contact with the site(s) and coordinates the overall site support response, in conjunction with other agencies and/or departments. The Operations Section is also responsible for gathering current situation information from the site and sharing it with the Planning Section and other MECG personnel, as appropriate; coordinating resource requests from the site level; and directing deployment of all EOC issued resources to the Incident Commander.

7.4.1 Operations Chief

- Ensures coordination of the Operations function including supervision of the various Branches required to support the emergency event.
- Ensures that operational objectives and assignments identified in EOC Action Plans are carried out effectively.

- Establishes the appropriate level of Branch and Unit organizations within the Operations Section, continuously monitoring the effectiveness and modifying accordingly.
- Consults with Planning Chief to clearly define areas of responsibility between the Operations and Planning Sections.
- Assists EOC command in determining the emergency boundary area and site vs. EOC responsibilities
- Maintains a communications link between Incident Commanders (sites), and the EOC for the purpose of coordinating the overall response, resource requests and event status information.
- Ensures that the Planning Section is provided with Branch Status Reports and Incident Reports.
- Conducts periodic Operations briefings for the EOC Commander and EOC Management Team, as required or requested.
- Approves special resource requests and/or obtains the EOC Commander's approval of critical and extra-ordinary resources.
- Supervises the Operations Section.

7.4.2 Operations Section Branch Coordinators

Branch Coordinators oversee the operations of a particular municipal department, division, section or outside agency. A Branch Coordinator is responsible for coordinating the activities of their department/agency site personnel and dispatch centre (if one exists). Additional Branch staff may be needed, dependent on the size of the emergency event and the support required. Branch Coordinators may include, but are not limited to:

7.4.2.1 Fire Services Branch Coordinator

- Establishes ongoing communications with Fire Site Commander.
- Provides a site Incident Commander as designated by the MECG.
- Arranges and coordinates fire suppression, as well as hazardous materials support operations.
- Coordinates fire branch activities with fire site personnel and fire dispatch centre.
- Liaises with the Oxford / Elgin & Norfolk County Fire Coordinators about the emergency and the need for additional resources required.
- Acquires and coordinates all mutual aid fire resources as necessary.
- Ensures an appropriate level of continuous fire protection services to the unaffected part of the municipality in accordance with legal obligations and available resources.
- Advises and provides consultation on the issue of evacuation / shelter in place relative to the number of citizens involved, and/or the size of the geographical area involved, under the jurisdiction of Fire Services.
- Assists in the alerting of persons endangered by the emergency.
- Implements the objectives of the EOC Action Plan assigned to the Fire Branch.
- Completes and maintains Branch Status Reports throughout the emergency.
- Maintains status of unassigned Fire Service resources.
- Provides routine status reports to the Operations Section Chief.

7.4.2.2 Parks and Forestry Branch Coordinator

- Coordinates activities and site personnel within the Parks and Forestry Services Branch.

- Coordinates parks, forestry, cemeteries and maintenance operations during the emergency, including clearing, storage and disposal of debris on municipally-owned properties.
- Liaises with the Public Works Branch Coordinator to prioritize resources according to the most critical needs of the municipality.
- Coordinates with the Planning Section Chief for mass burials in municipally-owned cemeteries.
- Coordinates with Ministry of Natural Resources and local conservation authorities as required.
- Provides routine status reports to the Operations Section Chief.

7.4.2.3 Public Works Branch Coordinator

- Establishes ongoing communications with Public Works Site Commander.
- Provides a site Incident Commander as designated by the MECG.
- Coordinates Public Works Branch activities with public works site personnel.
- Places all required Public Works employees on appropriate shifts upon being notified of activation of the Program.
- Advises the MECG with information and advice on transportation, engineering, critical infrastructure and public works matters including recovery and rehabilitation of municipal services, fleet, water, wastewater, environmental operations and levels-of-service.
- Liaises with the Managers of Transportation and Environmental Services and senior public works officials from neighbouring communities to ensure a coordinated response to transportation, engineering, critical infrastructure and public works matters as required.
- Provides assistance to other municipal departments and external organizations and agencies as required.
- Provides equipment in support of emergency site.
- Liaises with utilities and agencies to discontinue, maintain, or restore any engineering service or utility to consumers as required or determined by the MECG.
- Liaises with local community partners to provide special equipment, vehicles and personnel as required.
- Liaises with Ministry of the Environment and other relevant agencies and departments with respect to environment contamination.
- Liaises with local Conservation Authorities with respect to water levels during times of flooding or anticipated flooding.
- Supports traffic control operations as required.
- Surveys all other infrastructure systems, such as roads, bridges, sewer and water systems within the area.
- Ensures an appropriate level of continuous service to the unaffected part of the municipality in accordance with statutory obligations and available resources.
- Coordinates waste management issues including collection, processing and disposal.
- Coordinates debris removal services as required.
- Arranges, as required, for the Chief Building Official (or alternate) to inspect and take appropriate action for the demolition of unsafe buildings or required remedial actions for unsafe buildings.

- Provides routine status reports to the Operations Section Chief.
- Coordinates asset management for roads, bridges, water, wastewater and storm water and facilities programs.
- Ensures adequate emergency water supply/pressure for effective fire suppression operations.
- Arranges for the provision of emergency potable water supplies and sanitation facilities in co-ordination with the Medical Officer of Health and Logistics Section Chief.
- Ensures the clearing of blocked passageways in coordination with the Site Incident Commander, either inside or outside the emergency perimeter.
- Coordinates the removal of rubble for emergency response.

7.4.2.4 Building Inspection Branch Coordinator

- Provides and/or arranges for advice on the structural safety of buildings.
- Identifies and prioritizes damaged structures to be inspected.
- Coordinates building inspection personnel.
- Takes action to ensure the protection of the public including, but not limited to:
    - Upon a completion of an application, issues required building/demolition permits to property owners;
    - Prohibiting the use or occupancy of a building;
    - Order a building to be renovated, repaired or demolished to remove an unsafe condition; and
    - Take measures necessary to terminate the danger where a building is involved.
    - Provides technical expertise regarding the construction of buildings, as required.
    - Provides advice and assistance relating to the enforcement of municipal by-laws and property standards
    - Enforces by-laws by investigating to determine if there is a violation(s) and will take the necessary measures to ensure the violation(s) is corrected (compliance obtained).
    - Responds to citizen complaints and conducts proactive investigations.
    - Provides routine status reports to the Operations Section Chief.

7.4.2.5 Police Services Branch Coordinator

Ensures all necessary emergency services are notified as required.

- When legally required to do so, ensures an investigation is conducted and further ensures all other investigative agencies are notified and provides assistance as needed.
- Ensures a communication link is established between the MECG/EOC and the OPP On-Scene Command Post.
- Provides trained staff to act as the site media officer and ensure they liaise with the EIO and Incident Commander.
- Provides the MECG with advice on public safety matters.
- Ensures persons endangered by the emergency are alerted and provides coordination of evacuation procedures and management, including traffic control on evacuation routes.

- Liaise with the Social Services Branch Coordinator and Logistics Chief regarding the site(s) selected for reception centre(s) and the approximate time of arrival of the first evacuees.
- Ensures a police presence and/or security (via Logistics Section) is provided at the site, EOC, reception centres, holding areas and other facilities, as required.
- When required, assists the Incident Commander (IC) in fulfilling his/her responsibilities.
- Provides routine status reports to the Operations Section Chief.

7.4.2.6 Paramedic Services Branch Coordinator (EMS)

- In conjunction with the IC, assesses the need and the initial request for (special) emergency resources at the emergency site, e.g., multi-patient units, support units, air ambulances, etc., and any other medical resources required.
- Liaise with hospitals for the efficient distribution of casualties through the London Central Ambulance Communication Centre (CACC) Dispatch.
- Notifies and requests assistance of the Ontario Ministry of Health and Long-Term Care, Emergency Health Services Branch through Ontario Health West.
- Liaise with neighbouring Paramedic Services regarding areas of mutual concern which may include coverage issues, distribution of patients to area hospitals and any other issues needed in pre-hospital care.
- In conjunction with the IC, assess the need and initial request for on-site medical teams from hospitals and whether assistance is required from Police or other emergency services in providing transportation to the scene for these medical teams.
- When required, assists the Incident Commander (IC) in fulfilling his/her responsibilities.
- Liaise with the Public Works Branch Coordinator in providing busses for low acuity patients.
- Liaise with the Social Services Branch Coordinator and the Medical Officer of Health (MOH) regarding the evacuation of persons requiring ambulance or other stretcher transportation and assist with the organization.
- Provides routine status reports to the Operations Section Chief.
- Acts as a coordinating link with the LHIN for all health services at the EOC, as appropriate.

Note: Hospitals will not routinely provide on-site triage or medical teams. Medical assistance may be requested to deal with extraordinary instances such as prolonged and extensive entrapment, etc. Emergency Medical Assistance Team (EMAT) may be requested through the Provincial Emergency Operations Centre (PEOC).

7.4.2.7 Public Health Branch Coordinator (Medical Officer of Health)

- Liaise with the Provincial Ministry of Health and Long-Term Care (MOHLTC), Public Health Ontario (PHO), and Ontario Health West as needed.
- Notify the MECG/EOC of potential threats.
- Liaise and coordinate with community health care partners as needed, as part of the Public Health emergency response (e.g., physicians, hospitals, etc.).

- Provides advice and recommendations to the public on matters which affect the health of the community (e.g., boil water advisory, preventive measures for infectious disease outbreaks).
- Coordinates the health response to public health emergencies or emergencies with public health impacts (e.g., infectious disease outbreaks, contamination of the drinking water, etc.), according to Ministry of Health and Long-Term Care direction, the Ontario Public Health Standards, the Health Protection and Promotion Act, and/or other relevant legislation (e.g., Safe Drinking Water Act). The Public Health response would be aligned with the County's emergency response.
- Liaise with the Public Works Branch Coordinator to ensure the safety of drinking water and appropriate sanitation services.
- Liaise with the Social Services Branch Coordinator and provide support specific to reception/evacuation centres, or other temporary lodging sites, in the areas of:
    - environmental health consultation (food, water safety, sanitation and infection control practices)
    - participation in intake of clients at a reception/evacuation centre;
    - infectious disease case management and surveillance; and
    - infectious disease outbreak control
- Provides routine status reports to the Operations Section Chief.

7.4.2.8 Oxford County Human Services Branch Coordinator

- Implements the Emergency Social Services (ESS) Plan that is aimed at providing services to those people displaced as a result of an emergency or disaster.
- Ensures reception centres are established, operated, staffed and closed, with the assistance of Parks and Recreation, Public Health and Police Branches and designated volunteer agencies for the registration, feeding, care, clothing, welfare and shelter of persons using the centres.
- Liaise with the logistics Section Chief with respect to determining the location of the reception centre when using a municipal facility.
- Ensures that property representative(s) is/are notified when a public or private facility(s) is/are required as reception centre(s)
- Determines whether additional reception centres need to be opened.
- Liaise with the Police Branch Coordinator (or designate) and the Logistics Section Chief with respect to the establishment of reception centres, security and other areas of mutual concern.
- Liaise with the Logistics Section Chief and Public Health and Fire Branch Coordinators on areas of mutual concern regarding operations in reception centres when requested by reception centre personnel including:
    - Food safety and water quality
    - General sanitation and health hazards
    - Infection prevention and control
    - Accommodation standards for emergency lodging
    - Assessment of the health risks of the affected community
    - Fire protection

- Liaise with Public Works and local transportation companies (if needed) for the provision of transportation of evacuees to and from reception centre.
- Oversees the management of donated goods other than monetary donations
- Provides routine status reports to the Operations Section Chief.

7.5 Emergency Management Support Roles

7.5.1 EOC SCRIBES

- Reports to the EOC or Site Command as directed by the Planning Chief or delegate.
- Performs duties as assigned by their Commander, Coordinator, or MECG member, including maintaining event boards, accurate and organized records and logs.
- Ensures a thorough briefing and transfer of information to anyone relieving them of their duties.
- Ensures all records and logs are submitted to the Planning Section Chief at the conclusion of the emergency/event.

7.5.2 Information Technology (IT) & Geographic Information System (GIS)

- Reports to the EOC or Site Command as directed by the Planning Section Chief or designate
- Performs duties as requested by the MECG or Site Command
- Creates a common operating picture through the creation of GIS mapping.
- Provides data estimates relating to the emergency, including affected population and the number of structures or facilities.
- Ensures their equipment and software is in a state of operational readiness.

7.5.3 Municipal Call Centre Coordinator

- Reports to the Emergency Information Officer.
- Manages the Customer Service Centre.
- Ensures tracking of inquires/questions from the public are recorded at the Customer Contact Centre.
- Disseminates approved emergency information and messages to the Customer Contact Centre personnel for public inquiries.

7.5.4 Emergency Communications Team

During an emergency efficient communication with all stakeholders is essential. This will expedite the municipality's efforts to assist the public in coping with and recovering from a major emergency. The Emergency Communications Team, led by the Emergency Information Officer, is comprised of trained municipal staff and coordinates communications from the municipality and its supporting agencies. The Team provides a direct link from the EOC to media, municipal staff, community leaders, businesses and public, to deliver critical information before an impending emergency (if applicable), during and after a major disaster or public emergency. In the event that a municipal emergency is escalated to a provincial or federal emergency, the highest level of government will be the lead emergency information agency with support from the municipality.

The Emergency Communications Team is responsible for and not limited to:

- Work with MECG re internal and external communication.
- Develop communications strategy, key messages, etc. as the situation dictates.
- Notify media, community support agencies, service providers, etc.
- When applicable, arrange for 211 support to get incident-related messages to the public.
- Work in coordination with other agencies and government communication teams.

Media monitoring, including traditional and various social media platforms to ensure concerns from the public are received and accurate information is being relayed to the public. Corrections to inaccurate information are made through the Town of Tillsonburg approved media releases and updates.

8. Emergency Management Program Supporting Documents

This section outlines supporting documents and/or plans to help support the emergency response and recovery issues. A list of supporting plans and critical support documents is outlined in Schedule "F".

9. Compensation for Losses

The Municipal Disaster Recovery Assistance (MDRA) program may help municipalities address extraordinary emergency response costs and damage to essential property or infrastructure like bridges, roads and public buildings, as a result of a natural disaster.

The Disaster Recovery Assistance for Ontarians (DRAO) program may provide assistance to individuals, small businesses, farmers and not-for-profit organizations that have experienced damage to, or loss of, essential property as a result of a natural disaster.

For further information, visit the website of the Ministry of Municipal Affairs and Housing.

10. Emergency Management Program Review and Maintenance

The Town of Tillsonburg will be maintained and distributed by the Community Emergency Management Coordinator (CEMC) to the public via the Town of Tillsonburg public website.

The Program will be reviewed annually by the Emergency Management Program Committee. The review and recommended revisions will be coordinated by the CEMC.

The Program shall be revised only by By-law; however, revisions to the schedules, appendices and minor administrative or housekeeping changes may be made by the CEMC in consultation with the Emergency Management Program Committee and the Town Clerk.

It is the responsibility of each person, agency, service or department identified within the Program to notify the CEMC forthwith, of the need for any administrative changes or revisions to the ERP or supporting plans.

The CEMC or designate is responsible for maintaining a current confidential contact list for EOC personnel and Support Agencies.

Each Department and Support Agency involved with this Plan should prepare emergency response procedures or guidelines (i.e. Departmental Emergency Plan) outlining how it will fulfil its own internal responsibilities under this Plan during an emergency.

Each Department and Support Agency should designate a member of its staff to review, revise and maintain its own functional emergency response procedures or guidelines on a periodic basis.

10.1 Exercising of the Emergency Management Program

At least one exercise will be organized and conducted annually by the CEMC and EMPC in order to test the overall effectiveness of the ERP. Recommendations arising from the annual exercise shall be considered by the Emergency Management Program Committee for revisions to the ERP.

10.2 Program Distribution

Electronic or hardcopy of the Emergency Management Program will be provided to EOC personnel, partner organizations and agencies, the Province, and bordering municipalities and regions that may have a role to play in responding to or providing assistance for emergencies in the Town of Tillsonburg.

10.3 Revision History

Rev. No.	Revised by	Revision Date

10.4 Abbreviations

AAR	After Action Report
CACC	Central Ambulance Communication Centre
CAO	Chief Administrative Officer
CEMC	Community Emergency Management Coordinator
CN	Canadian National Railway
CP	Canadian Pacific Railway
CPIPP	Community Pandemic Influenza Preparedness Plan
DRAO	Disaster Recovery Assistance for Ontarians
EIO	Emergency Information Officer
EMCPA	Emergency Management and Civil Protection Act
EMPC	Emergency Management Program Committee
EMO	Emergency Management Ontario
EMS	Oxford County Paramedic Services
EOC	Emergency Operations Centre
GIS	Geographic Information System
HAZMAT	Hazardous Materials
HIRA	Hazard Identification and Risk Assessment
HOC	Head of Council
IAP	Incident Action Plans
IMS	Incident Management System
MDRAO	Municipal Disaster Recovery Assistance for Ontarians
MECG	Municipal Emergency Control Group
MOECP	Ministry of Environment, Conservation and Parks
MOH	Medical Officer of Health
MOHLTC	Ministry of Health and Long-Term Care
MOU	Memorandum of Understanding
MNRF	Ministry of Natural Resources and Forestry
MP	Local Members of Federal Parliament
MPP	Local Members of Provincial Parliament
MTO	Ministry of Transportation
OCHS	Oxford County Human Services
OFM	Office of the Fire Marshal
PEOC	Provincial Emergency Operations Centre
RCP	Recreation, Parks & Culture
REACT	Radio Emergency Associated Communications Team
SPCA	Society for the Prevention of Cruelty of Animals

11. SCHEDULE “A” Emergency Mutual Aid and Assistance Agreements

To be added.

12. SCHEDULE “B” List of Volunteer-Based Organizations

To be added.

13. SCHEDULE “C” List of Support Agencies

- Southwestern Public Health Unit
- Tillsonburg Hydro Inc.
- Hydro One
- Enbridge
- Tillsonburg District Memorial Hospital
- Salvation Army
- Red Cross
- Dodsley Propane / Superior Propane
- Ontario Society for the Prevention of Cruelty to Animals (OSPCA)
- Provincial and Federal Ministries as required, i.e. MOECC, MTO, MNR
- Long Point Regional Conservation Authority (LPRCA)
- Thames Valley District School Board
- London District Catholic School board
- Representatives from any other service organization or agency deemed necessary by the Municipal Emergency Control Group.
- NGO Alliance is contact for agencies listed in chart below

Appendix "A" By-law #2022-083 - TOWN OF TILLSONBURG EMERGENCY MANAGEMENT PROGRAM

NGO ALLIANCE of ONTARIO CONTINUUM

EVENT	PREPAREDNESS	RESPONSE	RECOVERY	REBUILDING
Canadian Red Cross	• Public messaging as a trusted agent • Deliver public education to help communities prepare for disasters • Help build resiliency • Joint exercises and planning with communities	• Registration, Family reunification, Emergency food, clothing and shelter services, medical care and psychosocial support • Reception Center and Shelter Management province-wide • Coordinate with all levels of government • Volunteer management and mobilization	• Support to self-recovery (direct aid and community initiatives), shelter and lodging services and supports, Livelihood and small business support • Case management, cash transfer programs, community grant programs and community engagement • Donation management • Volunteer management	• Ongoing Case Management (as required)
The Salvation Army	• Training (internal curriculum & through EMO) • Participation in joint exercises • Frequent deployment & conditioning • Integration in routine response procedures with partner agencies. • Public messaging as a trusted agent	• Mass Feeding • Spiritual & Emotional Care • CISM Debriefings • Clothing Distribution	• Feeding (Survivors, Responders and Volunteers) • CISM Debriefings (as needed) • Clothing Distribution	
Samaritan's Purse	• Lighthouse Church & Teams Program • Training of Site Leadership • Public messaging as a trusted agent	• Disaster Assessment Team Deployments • Deployment of Leadership Teams and Assets • Engagement with Provincial & Regional EM Coordinators • Engagement with Municipal EM Coordinators & ESS	• Home & Property Clean-Up and Reclamation • Roof Tarping • Mold Abatement (flood events) • Episodic Volunteer Management • Rapid Response Chaplaincy	• Assist Long Term Recovery Organizations to develop definite recovery systems and programs • Assist LTRO with Initial Case Management Information
Mennonite Disaster Service	• Public messaging as a trusted agent • Create study material 'Preparing for Disaster'	• MDS Executive assess disaster situation to determine response needs in collaboration with partner agencies • Volunteers with equipment and volunteers	• Cleanup and debris removal of residences after floods and windstorms • Works in collaboration with partner agencies • Recovery assessment & physical & emotional support	• Repair and rebuilding of owner-occupied homes after floods, windstorms and fires if owner cannot with own resources • Collaboration and nurturing of Long-Term Recovery Orgs. • MDS does not supply building supplies
World Renew	• Regional Managers (USA & Canada) meet semi-annually • Personnel Resource Management allocations aligned • Public messaging as a trusted agent • Monthly coordination calls	• Regional Managers assess disaster situation (on-site if possible) to determine how World Renew could respond • Some capability for Rapid Response: e.g. tree limb removal, muck-out	• Volunteer Support for Clean-Up efforts (usually in partnership with SPC or MDS)	• Assist in minor or major repairs and home rebuilding • Provide community needs assessment • Assist Long Term Recovery Organizations to develop definite recovery systems and programs
St. John Ambulance	• Internal / External Exercises • Public education, training and products to encourage personal self-sufficiency and community resiliency • Public messaging as a trusted agent	• Evacuation Centre First Aid • Medical first response and health care support services • Assist with transportation of ill, injured, or vulnerable persons • Health-related screening and residential inspections • Assist in the evacuation of hospitals and other health care facilities	• Assisting in the search for missing or lost persons	
Ontario SPCA	• Public messaging as a trusted agent • Provide communities and individuals with awareness and education on being prepared for emergency situations	• Deploys a team of professionals to assist with sheltering and evacuating animals	• Will assist in the reunification of animals and their owners	
Disaster Response Ministry	• Public messaging as a trusted agent • Personal preparedness workshops for members • Church preparedness and safety plans • Volunteer training and equipping	• In kind donation management • Crisis Care (trauma counselling) • Volunteer management	• In kind donation management • Crisis Care (trauma counselling) • Volunteer management	
Team Rubicon Canada	• Hazard Mitigation (Fire/ Flood) • Incident Management Training (ICS and IMS) • Crisis Preparedness Training	• Crisis Planning • Rapid Damage and Impact Assessment • Disaster Mapping • Incident Management Assistance Team • Spontaneous Volunteer Management (Type 4: Emergent Groups)	• Work Order Management • Infrastructure Support (Mold Remediation) • Debris Removal / Expedient Home Repairs • Incident Management Assistance Team	• Assist long term recovery organizations.

14. SCHEDULE "D" Hazard Identification Risk Assessment

Hazard / Emergency		Frequency		Severity	RISK	Level of Risk
Tornado	2	Unlikely	8	Major	16	HIGH
Explosion / Fire	5	Certain	5	Moderate	25	HIGH
Snowstorm / Blizzard	5	Certain	5	Moderate	25	HIGH
Transportation Emergency - Air	2	Unlikely	8	Major	16	HIGH
HAZMAT Spill - Fixed Site Incident	4	Likely	5	Moderate	20	HIGH
Freezing Rain / Ice Storm	5	Certain	5	Moderate	25	HIGH
HAZMAT Spill - Fixed Site Incident	4	Likely	5	Moderate	20	HIGH
Terrorism / CBRNE	2	Unlikely	8	Major	16	HIGH
Human Health Emergency - Pandemic	2	Unlikely	8	Major	16	HIGH
Critical Infrastructure Failure	3	Probable	5	Moderate	15	MEDIUM
Cyber Attack	3	Probable	5	Moderate	15	MEDIUM
Flood - Urban	3	Probable	5	Moderate	15	MEDIUM
Transportation Emergency - Rail	3	Probable	5	Moderate	15	MEDIUM
Extreme Temperatures - Cold Wave	3	Probable	5	Moderate	15	MEDIUM
Extreme Temperatures - Heat Wave	3	Probable	5	Moderate	15	MEDIUM
HAZMAT Spill Transportation Incident	3	Probable	5	Moderate	15	MEDIUM
Human Health Emergency - Epidemic	3	Probable	5	Moderate	15	MEDIUM
Oil / Natural Gas Emergency	3	Probable	5	Moderate	15	MEDIUM
Special Event	3	Probable	5	Moderate	15	MEDIUM
Drinking Water Emergency	3	Probable	5	Moderate	15	MEDIUM
Building / Structure Collapse	3	Probable	5	Moderate	15	MEDIUM
Transportation Emergency - Road	3	Likely	5	Moderate	15	MEDIUM
Lightning	5	Certain	2	Minor	10	LOW
Windstorm	5	Certain	2	Minor	10	LOW
Flood - Riverine	3	Probable	2	Minor	6	LOW
Fog	5	Certain	2	Minor	10	LOW
Drought / Low Water	3	Probable	2	Minor	6	LOW
Earthquake	2	Unlikely	5	Moderate	10	LOW
Dam Failure	2	Unlikely	5	Moderate	10	LOW
Drought / Low Water	2	Unlikely	5	Moderate	6	LOW
Earthquake	2	Unlikely	5	Moderate	10	LOW
Energy Emergency (Supply)	2	Unlikely	5	Moderate	10	LOW
Forest / Wildland Fire	3	Probable	2	Minor	6	LOW
Hurricane	2	Unlikely	2	Minor	4	LOW
Land Subsidence	2	Unlikely	4	Minor	8	LOW
Hail	5	Likely	2	Minor	10	LOW
Food Emergency	2	Unlikely	5	Moderate	10	LOW
Erosion	2	Unlikely	2	Minor	4	LOW
Civil Disorder	2	Unlikely	2	Minor	4	LOW
Geomagnetic Storm	2	Unlikely	4	Moderate	6	LOW
Farm Animal Disease	2	Unlikely	2	Minor	4	LOW

15. SCHEDULE “E” Critical Infrastructure List (CI)

(Omitted intentionally)

16. SCHEDULE “F” Emergency Management Program Support Documents and Plans

(Omitted intentionally)

17. SCHEDULE "G" Emergency Declaration Checklist

Town of Tillsonburg Emergency Declaration Form based on Provincial Emergency Declaration Checklist in Consideration of a Declaration of Emergency
(Note: All references in this document refer to the Emergency Management and Civil Protection Act, R.S.O. 1990, Chapter E.9, as amended 2006)

* This checklist is for use by municipal heads of council considering the declaration of an emergency within their municipality. This checklist is not intended to provide any sort of legal advice – it is merely a reference tool.

An emergency is defined under the *Emergency Management and Civil Protection Act* as "a situation, or an impending situation that constitutes a danger of major proportions that could result in serious harm to persons or substantial damage to property and that is caused by the forces of nature, a disease or other health risk, an accident or an act whether intentional or otherwise [Section 1, definition of an emergency].

Under the *Emergency Management and Civil Protection* Act, only the head of council of a municipality (or his or her designate) and the Lieutenant Governor in Council or the Premier have the authority to declare an emergency. The Premier, the head of council, as well as a municipal council, have the authority to terminate an emergency declaration [Sections 4 (1), (2), (4)].

An emergency declaration may extend to all, or any part of the geographical area under the jurisdiction of the municipality [Section 4 (1)].

If the decision is made to declare an emergency, the municipality must notify Emergency Management Ontario (on behalf of the Minister of Community Safety and Correctional Services) as soon as possible [Section 4 (3)]. Although a verbal declaration of emergency is permitted, all declarations should ultimately be made in writing to ensure proper documentation is maintained. Written declarations should be made on municipal letterhead, using the template provided by Emergency Management Ontario, and should be faxed to (416) 314-0474. When declaring an emergency, please notify the Provincial Emergency Operations Centre at 1-866-314-0472.

When considering whether to declare an emergency, a positive response to one or more of the following criteria ***may*** indicate that a situation, whether actual or anticipated, warrants the declaration of an emergency:

General and Government:

- ❑ **Is the situation an extraordinary event requiring extraordinary measures?**
  [Section 4 (1) permits a head of council to "take such action and make such orders as he or she considers necessary and are not contrary to law" during an emergency.]

- **Does the situation pose a danger of major proportions to life or property**? [Section 1, definition of an emergency]
- **Does the situation pose a threat to the provision of essential services (e.g., energy, potable water, sewage treatment/containment, supply of goods or medical care)?** [Some situations may require extraordinary measures be taken or expenditures be made to maintain or restore essential services. A declaration of emergency may allow a head of council to expend funds outside of his or her spending resolutions and/or the regular approval process of the municipality.]
- **Does the situation threaten social order and the ability to govern?** [Whether due to a loss of infrastructure or social unrest (e.g., a riot), a crisis situation has the potential to threaten a council's ability to govern. In such cases, extraordinary measures may need to be taken. Section 4 (1) provides for extraordinary measures, not contrary to law. Section 55 (1) of the *Police Services Act* provides for the creation of special policing arrangements during an emergency.]
- **Is the event attracting significant media and/or public interest?** [Experience demonstrates that the media and public often view the declaration of an emergency as a decisive action toward addressing a crisis. It must be made clear that an "emergency" is a legal declaration and does not indicate that the municipality has lost control. An emergency declaration provides an opportunity to highlight action being taken under your municipal emergency response plan.]
- **Has there been a declaration of emergency by another level of government?** [A declaration of emergency on the part of another level of government (e.g., lower-tier, upper-tier, provincial, federal) may indicate that you should declare an emergency within your municipality. For example, in the event of a widespread disaster affecting numerous lower-tier municipalities within a county, the county will likely need to enact its emergency response plan and should strongly consider the declaration of an emergency. In some cases, however, a declaration of emergency by a higher level of government may provide sufficient authorities to the lower-tier communities involved (e.g., municipalities operating under the authority of a provincial or federal declaration).]

Legal:

- **Might legal action be taken against municipal employees or councillors related to their actions during the current crisis?** [Section 11 (1) states that "no action or other proceeding lies or shall be instituted against a member of council, an employee of a municipality, an employee of a local services board, an employee of a district social services administration board, a minister of the Crown, a Crown employee or any other individual acting pursuant to this Act or an order made under this Act for any act done in good faith in the exercise or performance or the intended exercise or performance of any power or duty under this Act or an order under this Act or for neglect or default in the good faith exercise or performance of such a power or duty." Section 11 (3), however, states "subsection (1) does not relieve a municipality of liability for the acts or omissions of a member of council or an employee of the municipality…."]
- **Are volunteers assisting?** [The *Workplace Safety and Insurance Act* provides that persons who assist in connection with a declared emergency are considered "workers" under the Act and are eligible

for benefits if they become injured or ill as a result of the assistance they are providing. This is in addition to workers already covered by the Act.]

Operational:

- **Does the situation require a response that exceeds, or threatens to exceed the capabilities of the municipality for either resources or deployment of personnel?** [Section 4 (1) permits the head of council to "take such action and make such orders as he or she considers necessary and are not contrary to law to implement the emergency plan." Section 13 (3) empowers a municipal council to "make an agreement with the council of any other municipality or with any person for the provision of any personnel, service, equipment or material during an emergency."]
- **Does the situation create sufficient strain on the municipal response capability that areas within the municipality may be impacted by a lack of services, thereby further endangering life and property outside areas directly affected by the current crisis?** [Some situations may require the creation of special response agreements between the municipality and other jurisdictions, private industry, non-government organizations, etc. Section 13 (3) states that the "council of a municipality may make an agreement with the council of any other municipality or with any person for the provision of personnel, service, equipment or material during an emergency."]
- **Is it a consideration that the municipal response may be of such duration that additional personnel and resources may be required to maintain the continuity of operations?** [In the event of a large-scale crisis, such as an epidemic or prolonged natural disaster, municipal resources may not be able to sustain an increased operational tempo for more than a few days. This is particularly true if emergency workers are injured or become ill as a result of the crisis. In such a case, the municipality may need to utilize outside emergency response personnel. Section 13 (3) provides for mutual assistance agreements between municipalities.]
- **Does, or might, the situation require provincial support or resources?** [Provincial response (e.g., air quality monitoring, scientific advice, airlift capabilities, material resources, etc.) may involve numerous ministries and personnel. Activation of the municipal emergency response plan, including the opening of the Emergency Operations Centre and meeting of the Community Control Group, can greatly facilitate multi-agency and multi-government response.]
- **Does, or might, the situation require assistance from the federal government (e.g., military equipment)?** [Section 13 (2) authorizes the Solicitor General, with the approval of the Lieutenant Governor in Council, to make agreements with the federal government. In Canada, federal emergency assistance is accessed through, and coordinated by, the province. The declaration of an emergency may assist a municipality in obtaining federal assistance.]
- **Does the situation involve a structural collapse?** [Structural collapses involving the entrapment of persons *may* require the deployment of one or more Heavy Urban Search and Rescue (HUSAR) teams. Ontario has a HUSAR team. This team is specially equipped and trained to rescue persons trapped as a result of a structural collapse. Any municipality in the province can request a HUSAR deployment to a declared emergency. Requests for HUSAR resources should be made through your local mutual aid fire coordinator. Approval for the dispatch of the HUSAR team comes from the Commissioner of Emergency Management.]

- **Is the situation a large-scale or complex chemical, biological, radiological, or nuclear (CBRN) incident?** [Response to CBRN incidents requires specialized resources and training. Ontario is developing three CBRN teams to respond to incidents throughout the province. CBRN teams are only dispatched to declared emergencies. Requests for a CBRN deployment should be made through your local mutual aid fire coordinator. Approval for the dispatch of CBRN teams comes from the Commissioner of Emergency Management.]
- **Does the situation require, or have the potential to require the evacuation and/or shelter of people or animals [livestock] from your municipality**? [Evacuee and reception centres often use volunteers as staff. As noted above, the declaration of an emergency enacts certain parts of the *Workplace Insurance and Safety Act* related to volunteer workers. Secondly, an evacuation or sheltering of citizens has the potential to generate issues pertaining to liability. Section 11 of the *Emergency Management and Civil Protection Act* may provide municipal councillors and employees with certain protections against personal liability.]
- **Will your municipality be receiving evacuees from another community?** [The issues discussed in the previous bullet may apply equally to municipalities accepting evacuees.]

Economic and Financial:

- **Does the situation pose a large-scale disruption to routine patterns of transportation, or re-routing of large numbers of people and vehicles?** [The rerouting of people and vehicles poses a potential liability risk. Keeping persons from their homes and delaying commercial traffic are both sensitive issues. Section 11 of the Act may provide certain protection from liability. Section 4 (1) allows for extraordinary measures to be taken, providing they are not contrary to law.]
- **Is an event likely to have a long term negative impact on a community's economic viability/sustainability, including resulting unemployment, lack of available banking services and restorative measures necessary to re-establish commercial activity?** [The declaration of an emergency may facilitate the ability of the municipality to respond to economic losses.]
- **Is it possible that a specific person, corporation, or other party has caused the situation?** [Section 12 states that "where money is expended or cost is incurred by a municipality or the Crown in the implementation of an emergency plan or in connection with an emergency, the municipality or the Crown, as the case may be, has a right of action against any person who caused the emergency for the recovery of such money or cost…."]

18. SCHEDULE "H" Declaration of Emergency Form

Town of Tillsonburg Declaration of Emergency Form

Declaration of Municipal Emergency

I _____ hereby declare an

(Mayor or Elected Head of Council)

Emergency in accordance with the Emergency Management and Civil Protection Act, R.S.O. 1990, c.E.9, s.4. (1) Due to the emergency described herein

For the Emergency Area or part thereof described as:

Signed _____

Title _____

This _____day of _____ 20___ at _____A.M/PM

In the Municipality of the Corporation of the Town of Tillsonburg

Fax to Provincial Emergency Operations Centre Duty Officer at [redacted] and call the PEOC at [redacted] when completed.

19. SCHEDULE "I" Emergency Termination Form

Town of Tillsonburg Termination of an Emergency Form

Termination of Emergency

I _____ hereby declare that

(Mayor or Elected Head of Council)

the emergency related to _____ is terminated

(State the general description of the declared emergency)

in accordance with the Emergency Management and Civil Protection Act, R.S.O. 1990.

Signed _____

Title _____

This _____day of _____ 20___ at _____A.M/PM

In the Municipality of the Corporation of the Town of Tillsonburg

Fax to Provincial Emergency Operations Centre Duty Officer at [redacted] when completed.

20. SCHEDULE “J” Confidential Emergency Contact List

(Omitted intentionally)

THE CORPORATION OF THE TOWN OF TILLSONBURG

BY-LAW 2022-086

A By-Law to amend By-Law 4340, RZone Policy.

WHEREAS Section 270(1) of the *Municipal Act, 2001,* states that a municipality shall adopt and maintain policies with respect to the manner in which the municipality will try to ensure that it is accountable to the public for its actions, and the manner in which the municipality will try to ensure that its actions are transparent to the public.

AND WHEREAS the Council of the Corporation of the Town of Tillsonburg is desirous of adopting an amended RZone Policy;

BE IT THEREFORE ENACTED by the Council of the Corporation of the Town of Tillsonburg as follows:

1. THAT the amended RZone Policy attached hereto as “Schedule A” is hereby adopted and forms part of this by-law;
2. THAT these amendments to Schedule A of By-Law 4340 are hereby declared to be part of that By-Law as if written therein;
3. THAT this By-Law shall come into force and take effect on the date it is passed.

READ A FIRST AND SECOND TIME THIS 12TH DAY OF DECEMBER, 2022.

READ A THIRD AND FINAL TIME AND PASSED THIS 12TH DAY OF DECEMBER, 2022.

_____

MAYOR – Deb Gilvesy

_____

CLERK – Kyle Pratt

THE CORPORATION OF THE TOWN OF TILLSONBURG

BY-LAW 2022-087

A BY-LAW to provide a schedule of fees for certain municipal applications, services and permits.

WHEREAS Section 39(1) of the Municipal Act, S. 0. 2001, c. M. 25, as amended, provides that without limiting sections 9, 10 and 11, those sections authorize a municipality to impose fees or charges on persons, for services or activities provided or done by or on behalf of it, for costs payable by it for services or activities provided or done by or on behalf of any other municipality or any local board; and for the use of its property including property under its control;

WHEREAS it is necessary and expedient to establish a schedule of fees for certain municipal applications, services and permits;

BE IT THEREFORE ENACTED by the Council of the Corporation of the Town of Tillsonburg as follows:

1. THAT Schedule "A" to this By-Law is adopted as the schedule of fees for certain municipal applications services and permits listed therein.
2. THAT should the provisions of any other By-Law of the Town of Tillsonburg or other document purporting to set the fees listed in Schedule "A" be in conflict with the provisions of this By -Law, the provisions of this By-Law shall prevail.
3. THAT Schedule "A" to this By-Law forms part of this By-Law as if written herein.
4. THAT this By-Law shall come into full force and effect on the 1st day of January, 2023.
5. THAT By-Law 2021-127 passed on the 16th of December, 2021 shall be hereby repealed.

READ A FIRST AND SECOND TIME THIS 12th day of DECEMBER, 2022.

READ A THIRD AND FINAL TIME AND PASSED THIS 12th day of DECEMBER, 2022.

_____

Deb Gilvesy- Mayor

_____

Kyle Pratt- Clerk

Town of Tillsonburg
Rates and Fees
By-law 2022-087,
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Building-Bylaw-Planning

Item	2022 Fee	Proposed 2023 Fee	% Change	Tax	Notes
Animal Control					
Boarding Fee Cat	25.00	25.00	0%	HST	As per Animal Control Contract
Boarding Fee Dog	25.00	25.00	0%	HST	As per Animal Control Contract
Call out fee for service	110.00	115.00	5%	HST	As per Animal Control Contract
Dog License Renewal- spayed or neutered before Feb 28 (discounted)	17.00	20.00	18%	Exempt	Schedule V Part VI (ETA)- Exempt AMEND MARCH 31st TO FEBRUARY 28th
Dog License Renewal - spayed neutered after Feb 28	37.00	42.00	14%	Exempt	Schedule V Part VI (ETA)- Exempt ($5.00 towards dog park and balance to recover staff cost to follow-up outstanding accounts and to administer)
Dog License Renewal - intact - before Feb 28 (discounted)	22.00	25.00	14%	Exempt	Schedule V Part VI (ETA)- Exempt
Dog License Renewal - intact - after Feb 28	42.00	47.00	12%	Exempt	Schedule V Part VI (ETA)- Exempt ($5.00 towards dog park and balance to recover staff cost to follow-up outstanding accounts and to administer)
New Dog licence - spayed or neutered	20.00	23.00	15%	Exempt	Schedule V Part VI (ETA)- Exempt
New Dog licence - intact	25.00	28.00	12%	Exempt	Schedule V Part VI (ETA)- Exempt
Cat License Renewal - (Licenses no longer offered)	27.00	-	-100%	Exempt	Schedule V Part VI (ETA)- Exempt
Dog license - replacement	6.00	7.00	17%	Exempt	Schedule V Part VI (ETA)- Exempt
Euthanasia and Disposal - Cat	60.00	60.00	0%	HST	As per Animal Control Contract
Euthanasia and Disposal - Dog	80.00	80.00	0%	HST	As per Animal Control Contract
Live Trap Placement	115.00	115.00	0%	HST	As per Animal Control Contract
Muzzle Order Appeal	220.00	250.00	14%	Exempt	
By-law Enforcement					
Invoice admin processing fee	270.00	300.00	11%	HST	
Issue Order	175.00	200.00	14%	Exempt	Schedule V Part VI (ETA)- Exempt
By-law Enforcement Officer hourly rate (one hour min)	-	46.00	NEW	Exempt	
By-Law Enforcement Supervisor hourly rate (one hour minimum)	-	55.00	NEW	Exempt	
Execute Search Warrant	-	500.00	NEW	Exempt	
Locksmith Service	-	Cost + 15%	NEW	HST	
Re-issuance of Permit/License/Document	50.00	55.00	10%	Exempt	Schedule V Part VI (ETA)- Exempt
Fortification By-Law Exemption Application - single family dwelling or not-for-	150.00	155.00	3%	Exempt	
Fortification By-Law Exemption Application - Multi-Residential, Commercial,	400.00	410.00	3%	Exempt	
Property Standards - Issuance of Certificate of Compliance (Residential - per	100.00	105.00	5%	HST	
Property Standards - Issuance of Certificate of Compliance (Commercial - per	100.00	105.00	5%	HST	
Property Standards - Issuance of Certificate of Compliance	$25 per 92.9	$25 per 92.9	0%	HST	
Property Standards - Issuance of Certificate of Compliance (vacant and/or	100.00	105.00	5%	HST	
Property Standards Appeal	380.00	400.00	5%	Exempt	
Superior Court Judge - Appeal Property Standards Decision	380.00	400.00	5%	Exempt	
Noise By-Law Exemption Permit - Minor	250.00	375.00	50%	Exempt	
Noise By-law Exemption Permit - Major	375.00	375.00	0%	Exempt	
Building - Fees					
Building - photocopies - larger than ledger	3.00	3.00	0%	HST	
Building Certificate	55.00	55.00	0%	Exempt	Schedule V Part VI (ETA)- Exempt
Building Certificate - urgent request - less than 5 business days	75.00	75.00	0%	Exempt	Schedule V Part VI (ETA)- Exempt
Permit fees - amend existing permit	60.00	60.00	0%	Exempt	
Permit Review Fee (per hour) - major amendment to existing permit	51.00	60.00	18%	HST	Per hour fee to review major changes to existing permit(s) in accordance with By-Law 3198
Chief Building Official hourly rate (one half hour minimum)	-	80.00	NEW	Exempt	
Deputy Chief Building Official hourly rate (one half hour minimum)	-	62.00	NEW	Exempt	
Building Inspector (one hour minimum)	-	55.00	NEW	Exempt	
Building Enforcement Supervisor (one hour minimum)	-	55.00	NEW	Exempt	
Building - Fees					

Building-Bylaw-Planning

Item	2022 Fee	Proposed 2023 Fee	% Change	Tax	Notes
Residential – New Low Density - Single Detached & Townhouses	Minimum permit fee $2,500.00 OR $133.00 Flat Rate + $9.00 per each additional $1000.00 in value of construction - whichever is greater - plumbing permit fees included	Minimum permit fee $2,500.00, Maximum permit fee $5,000.00 OR $140.00 Flat Rate + $9.00 per each additional $1000.00 in value of construction - whichever is greater - plumbing permit fees included	2%	Exempt	Schedule V Part VI (ETA)- Exempt. **Added max. permit fee $5K due to increase in value of construction, plus changed Flat rate to $140**
Residential – Mobile Homes, Low Density, Medium Density, Additions, Alterations, etc.	$133.00 Flat Rate + $9.00 per each additional $1000.00 in value of construction. - plumbing permit fees included	$140.00 Flat Rate + $9.00 per each additional $1000.00 in value of construction. - plumbing permit fees included	2%	Exempt	Schedule V Part VI (ETA)- Exempt
ICI & High Density Residential – New	$133.00 Flat Rate + $5.00 per each additional $1000.00 in value of construction. - plumbing permit fees included	$140.00 Flat Rate + $5.00 per each additional $1000.00 in value of construction. - plumbing permit fees included	2%	Exempt	Schedule V Part VI (ETA)- Exempt
ICI & High Density Residential Major Alterations/Renovations/Additions (> 100,000)	$1,000.00 Flat Rate + $8.00 per each additional $1000.00 in value of construction. - plumbing permit fees included	$1,000.00 Flat Rate + $8.00 per each additional $1000.00 in value of construction. - plumbing permit fees included	0%	Exempt	Schedule V Part VI (ETA)- Exempt
ICI & High Density Residential Minor Alteration/Renovations/Additions ($100,000 or less)	$265.00 Flat Rate + $8.00 per each additional $1000.00 in value of construction. - plumbing permit fees included	$275.00 Flat Rate + $8.00 per each additional $1000.00 in value of construction. - plumbing permit fees included	4%	Exempt	Schedule V Part VI (ETA)- Exempt
Decks, Sheds, Accessory Buildings, Pools, etc.	$133.00 Flat Rate + $10.00 per each additional $1000.00 in value of construction.	$140.00 Flat Rate + $10.00 per each additional $1000.00 in value of construction.	5%	Exempt	Schedule V Part VI (ETA)- Exempt
Part 9 Residential Demolition	133.00	140.00	5%	Exempt	Schedule V Part VI (ETA)- Exempt
Demolition – all others	530.00	550.00	4%	Exempt	Schedule V Part VI (ETA)- Exempt
Water Connection, Sewer Connection or repair	133.00	140.00	5%	Exempt	Schedule V Part VI (ETA)- Exempt
Change of Use Permit (no construction)	265.00	270.00	2%	Exempt	Schedule V Part VI (ETA)- Exempt
Conditional Permit Agreement	265.00	270.00	2%	Exempt	Schedule V Part VI (ETA)- Exempt
Alternative Solution Review (Fee + Cost of Peer Review)	530.00	540.00	2%	Exempt	Schedule V Part VI (ETA)- Exempt
Occupant Load Inspection Analysis & Report (per hr, one hr minimum)	80.00	90.00	13%	Exempt	Schedule V Part VI (ETA)- Exempt
AGCO Agency Approval	80.00	90.00	13%	Exempt	Schedule V Part VI (ETA)- Exempt
Re-inspection	80.00	90.00	13%	Exempt	Schedule V Part VI (ETA)- Exempt
Issue Order	175.00	200.00	14%	Exempt	Schedule V Part VI (ETA)- Exempt
Transfer Permit	107.00	125.00	17%	Exempt	Schedule V Part VI (ETA)- Exempt
Construction w/o Permit	Double the initial permit rate	Double the initial permit rate	0%	Exempt	Schedule V Part VI (ETA)- Exempt
Signs					
Permit fees - signs - permanent	a) $100.00 first $1,000.00 of estimated value of construction plus b) $7.00 per each additional $1,000.00 or part there of	a) $100.00 first $1,000.00 of estimated value of construction plus b) $7.00 per each additional $1,000.00 or part there of	Increase per/$1000 rate	Exempt	Schedule V Part VI (ETA)- Exempt
Permit fees - signs - mobile	30.00	35.00	17%	Exempt	Schedule V Part VI (ETA)- Exempt
Permit fees - sign - construction/placement without a permit	double initial permit	double initial permit	0%	Exempt	Schedule V Part VI (ETA)- Exempt

Building-Bylaw-Planning

Item	2022 Fee	Proposed 2023 Fee	% Change	Tax	Notes
Sign Variance - Minor Variance - Director Approval	280.00	300.00	7%	Exempt	Schedule V Part VI (ETA)- Exempt
Sign Variance - Major Variance - Council Approval	420.00	450.00	12%	Exempt	Schedule V Part VI (ETA)- Exempt
Sign Variance - Appeal Application	280.00	300.00	7%	Exempt	Schedule V Part VI (ETA)- Exempt
Sign Variance - after the fact	1.5 the initial application rate	1.5 the initial application rate	0%	Exempt	
Sign Removal - General	125.00/sign	125.00/sign	0%	HST	
Sign Removal - Mobile Sign	290.00	325.00	12%	HST	
Sign Removal - Posters	25.00/ea + cost to repair any damage to public property	25.00/ea + cost to repair any damage to public property	0%	HST	
Sign Removal - Temporary Signs	25.00/ea	25.00/ea	0%	HST	
Sign Removal - A-Frame/Sandwich Board/Sidewalk Signs	100/ea	100/ea	0%	HST	
Sign Removal - Banner Sign	250.00/ea	250.00/ea	0%	HST	
Permit fees - temporary buildings	2,000.00	2,000.00	0%	Exempt	Schedule V Part VI (ETA)- Exempt
Permit fees - transfer of permit	56.00	65.00	16%	Exempt	Schedule V Part VI (ETA)- Exempt
Building Licences					
Taxi Cab Driver's Licence	35.00	35.00	0%	Exempt	Schedule V Part VI (ETA)- Exempt (As proposed in 2016 Taxi By-Law report.)
Taxi Cab Owner Stand	125.00	125.00	0%	Exempt	Schedule V Part VI (ETA)- Exempt
Taxi Cab Owner Licence	50.00	50.00	0%	Exempt	Schedule V Part VI (ETA)- Exempt (as per proposed by-law 4051) As proposed in 2016 Taxi By-Law report.
Taxi Cab Vehicle Licence	65.00	65.00	0%	Exempt	Schedule V Part VI (ETA)- Exempt (as per proposed by-law 4051) As proposed in 2016 Taxi By-Law report.
Group Transportation Owner Licence	50.00	50.00	0%	Exempt	Schedule V Part VI (ETA)- Exempt (as per proposed by-law 4051) As proposed in 2016 Taxi By-Law report.
Group Transportation Drivers Licence	35.00	35.00	0%	Exempt	Schedule V Part VI (ETA)- Exempt (as per proposed by-law 4051) As proposed in 2016 Taxi By-Law report.
Group Transportation Vehicle Licence	75.00	75.00	0%	Exempt	Schedule V Part VI (ETA)- Exempt (as per proposed by-law 4051) As proposed in 2016 Taxi By-Law report.
Group Transportation Vehicle Licence Renewal	50.00	50.00	0%	Exempt	Schedule V Part VI (ETA)- Exempt (as per proposed by-law 4051) As proposed in 2016 Taxi By-Law report.
Limousine Driver's Licence	65.00	65.00	0%	Exempt	Schedule V Part VI (ETA)- Exempt (as per proposed by-law 4051) As proposed in 2016 Taxi By-Law report.
Limousine Owner Licence	70.00	70.00	0%	Exempt	Schedule V Part VI (ETA)- Exempt (as per proposed by-law 4051) As proposed in 2016 Taxi By-Law report.
Limousine Vehicle Licence	72.00	72.00	0%	Exempt	Schedule V Part VI (ETA)- Exempt (annual fee - as per proposed by-law 4051)
Kennel - new	100.00	100.00	0%	Exempt	Schedule V Part VI (ETA)- Exempt
Kennel - renewal	100.00	100.00	0%	Exempt	Schedule V Part VI (ETA)- Exempt
Planning & Development					
Cash-in-lieu of parkland (low density residential consents)	4,000.00	8,000.00	100%	Exempt	Up to 5% of lot value for residential & 2.5% for commercial - increase due to land value increase based on 160k lot.
Planning Application - Minor Variance	1,100.00	1,250.00	14%	Exempt	
Planning Application - Minor Variance - after the fact	2,200.00	2,500.00	14%	Exempt	
Planning Application - Site Plan - Minor	575.00	650.00	13%	Exempt	
Planning Application - Site Plan - Minor - after construction	1,150.00	1,300.00	13%	Exempt	
Planning Application - Site Plan - Major	1,400.00	1,600.00	14%	Exempt	
Planning Application - Site Plan - Major - after construction	2,800.00	3,200.00	14%	Exempt	
Planning Application - Site Plan - Amendment Application	575.00	675.00	17%	Exempt	
Planning Application - Site Plan - Amendment Application after-the-fact	1,150.00	1,350.00	17%	Exempt	
Site Plan Application - 3rd & subsequent submissions	575.00	675.00	17%	Exempt	
Site Plan Agreement Administration Fee (includes registration on title)	575.00	675.00	17%	Exempt	
Planning Application - Zone Change- prior to use	1,450.00	1,700.00	17%	Exempt	
Planning Application - Zone Change- after use has occupied	2,900.00	3,400.00	17%	Exempt	
Planning Application - Zoning - Removal of (H)	275.00	300.00	9%	Exempt	
Subdivision Certificate	65.00	75.00	15%	Exempt	
Zoning Certificate	55.00	55.00	0%	Exempt	Schedule V Part VI (ETA)- Exempt
Zoning Certificate - urgent request - less than 5 business days	75.00	75.00	0%	Exempt	
Civic Addressing - Readdressing	125.00	135.00	8%	Exempt	
Land Division (severance) Clearance Letter	75.00	75.00	0%	Exempt	
Severance Agreement	1,200.00	1,400.00	17%	Exempt	
Planning - Preserving Agreement Administration fee	1,800.00	2,000.00	11%	HST	
Subdivision Agreement Administration Fee	1,900.00	2,200.00	16%	HST	

Building-Bylaw-Planning

Item	2022 Fee	Proposed 2023 Fee	% Change	Tax	Notes
Subdivision Drawing Review Fee (per lot) - 1st and 2nd submission	110.00	125.00	14%	Exempt	
Subdivision Drawing Review Fee (per lot) - 3rd submission & thereafter	55.00	65.00	18%	Exempt	
Engineering Inspection Fee	185.00	210.00	14%	Exempt	
Storm Water Management Pond Review	550.00	650.00	18%	Exempt	
Encroachment Agreement Fee	1,400.00	1,600.00	14%	Exempt	Schedule V Part VI (ETA)- Exempt
Encroachment Permit Fee	25.00	30.00	20%	HST	
Easement Research Request	125.00	145.00	16%	Exempt	
Engineering Certificate Request	125.00	145.00	16%	Exempt	

Clerks

Item	2022 Fee	Proposed 2023 Fee	% Change	Tax	Notes
Clerk Issued Documents -Licences					Refer to Town Business Licence Bylaw for definitions and requirements for Clerk Issued Licences.
Business Licence					
New Business	140.00	145.00	4%	Exempt	Schedule V Part VI (ETA)- Exempt
Home occupation Business	140.00	145.00	4%	Exempt	Schedule V Part VI (ETA)- Exempt
Business Licence per year					
Auctioneer Licence	205.00	210.00	2%	Exempt	Schedule V Part VI (ETA)- Exempt
Pawnbroker Licence - renewal	65.00	70.00	8%	Exempt	Schedule V Part VI (ETA)- Exempt
Pawnbroker Licence - new	205.00	210.00	2%	Exempt	Schedule V Part VI (ETA)- Exempt
Pawnbroker Security Deposit - refundable	2,000.00	2,000.00	0%	Exempt	Schedule V Part VI (ETA)- Exempt
Vending/Salesperson Licence	205.00	210.00	2%	Exempt	Schedule V Part VI (ETA)- Exempt
Food Vending Licence	205.00	210.00	2%	Exempt	Schedule V Part VI (ETA)- Exempt
Event Organizer Licence	205.00	210.00	2%	Exempt	Charge does not apply to not for profit organizations
Marriages					
Marriage Licence	135.00	140.00	4%	Exempt	Schedule V Part VI (Excise Tax Act (ETA))- Exempt
Marriage Ceremony - Council Chambers	250.00	270.00	8%	HST	In Council Chambers during business hours.
Marriage Ceremony - Other Location (plus applicable mileage	300.00	325.00	8%	HST	Within Town limits - outside Town limits subject to mileage.
Witness if required	25.00	30.00	20%	HST	Two witnesses are required for each ceremony.
Other					
Burial Permits	20.00	25.00	25%	Exempt	Schedule V Part VI (ETA)- Exempt
Photocopying/ Printing double sided	0.55	0.58	5%	HST	
Photocopying/ Printing single sided	0.50	0.52	4%	HST	
Commissioner of Oaths (Pension applications and bankruptcy forms exempt)	25.00	30.00	20%	Exempt	Pension applications and bankruptcy forms Exempt.
Register Document on Title	285.00	300.00	5%	Exempt	
Remove/Release Document from Title	285.00	300.00	5%	Exempt	
Title Search	75.00	80.00	7%	Exempt	
Freedom of Information Request (FOI) - Application Fee	5.00	5.00	0%	Exempt	Initial fee; Costs to fulfill request may apply, per S. 45(1) of MFIPPA.

Finance

Item	2022 Fee	Proposed 2023 Fee	% Change	Tax	Unit	Notes
Corporate						
Photocopying/ Printing double sided	0.55	0.58	5%	HST	per page	
Photocopying/ Printing single sided	0.50	0.52	4%	HST	per page	
Interest on overdue accounts (per month)	1.25%	1.25%	0%	HST	per month	Similar rate to taxes in arrears, per Municipal Act, 2001, c. 25, s. 345 (3)
Tax Department						
Tax certificate	50.00	55.00	10%	Exempt	each	Proposed Fee Increase for 2023
Tax registration service costs	3,000.00	As per direct RealTax costs	0%	Exempt	each	Tax Sale Registrations are handled by Realtax Recovery Specialists. This charge is no longer applicable.
Tax Bill reprint	10.00	10.00	0%	Exempt	each	
Tax receipt	10.00	10.00	0%	Exempt	each	
Payment Redistribution	15.00	15.00	0%	Exempt	each	
Payment Refund Administration Fee	-	25.00	NEW	Exempt		New Fee Proposed for 2023
Water/Sewer Admin Charge	45.00	45.00	0%	Exempt	each	
Tax Statement (Paper Copy Only)	10.00	10.00	0%	Exempt	each	Charge only for paper copy
Mortgage Billing Fee (per roll number/per billing)	-	10.00	NEW	Exempt	each	New Fee Proposed for 2023
Past Due Notice Fee	-	5.00	NEW	Exempt	each	New Fee Proposed for 2023
New Account Fee	-	30.00	NEW	Exempt	each	New Fee Proposed for 2023
Addition to the Tax Roll - Cost Recovery + 25%	-	25%	NEW	Exempt	each	New Fee Proposed for 2023
Tax Sale Procedures - Cost Recovery + 25%	-	25%	NEW	Exempt	each	New Fee Proposed for 2023
Corporate						
NSF Fee	35.00	45.00	29%	HST	each	Proposed Fee Increase for 2023

Fire

Item	2022 Fee	Proposed 2023 Fee	% Change	Tax	Unit	Notes
Fire						
False Alarm Response Fee - Preventable Fire Alarm - Panel Alarms - 1st Offence	1/2 Current MTO Rates	1/2 Current MTO Rates		Exempt	Per Incident	First Offence 50% of Regualr MTO Rates
False Alarm Response Fee - Preventable Fire Alarm - Panel Alarms - 2nd and any additional Offence	Current MTO Rates	Current MTO Rates			Per Incident	2 Apparatus response
False Alarm Response Fee - Work is being performed on a fire alarm system and the owner fails to notify Fire Department	Current MTO Rates	Current MTO Rates	(based on MTO set rate)	Exempt	per hour or half hour	Each incident based on 2 Apparatus response
Motor Vehicle Accident / Vehicle Fire Response Fee	Current MTO Rate + Consumables	Current MTO Rate + Consumables	(based on MTO set rate)	Exempt	per hour or half hour + materials	Where possible this fee will be charged to insurance company of vehicle owner, otherwise the fee is chargeable to the registered owner of the vehicle.
Motor Vehicle Accident or Vehicle Fire Response fee on a Provincial Highway	Current MTO Rate + Consumables	Current MTO Rate + Consumables	(based on MTO set rate)	Exempt	per hour or half hour + materials	This fee will be charged to the Ministry of Transportation for all vehicle accident or vehicle fire related services that occur on provincial highways.
Natural Gas Leak Response Fee - Caused by an individual or company	Current MTO Rates	Current MTO Rates	(based on MTO set rate)	Exempt	per hour or half hour + materials	This fee is chargeable where the fire department responds and determines that a natural gas incident has been caused directly by a person or company.
Hazardous Materials Response fee	Current MTO Rate + Consumables	Current MTO Rate + Consumables	(based on MTO set rate)	Exempt	per hour or half hour + materials	This fee is chargeable to the person or company that has control of a Hazardous Material that's release has resulted in the response of the fire department.
Fire Watch or Stand By Authorized by the Fire Chief	Current MTO Rate + Consumables	Current MTO Rate + Consumables	(based on MTO set rate)	Exempt	per hour or half hour	This fee is charged to the insurance company of the registered owner of a property, otherwise the registered owner of the property where in the opinion of the fire chief or his designate a fire is likely to occur.
Violation of Conditions of Burn Permit - 1st and any additional Offence	Current MTO Rates	Current MTO Rates	(based on MTO set rate)	Exempt	per hour or half hour	This fee is charged to the property owner where the fire department attends a burn complaint and is required to extinguish an open air burn or where the open air by-law is contraviened and the fire department attends due due to a complaint.
Open Air Burning -Illegal/Unauthorized Fire	Current MTO Rates	Current MTO Rates	(based on MTO set rate)	Exempt	per hour or half hour	
Fire Department Fee for Expenses Incurred for Equipment, Expertise, Materials, Required to Extinguish a Fire, including but not limited to heavy equipment, speiclized equipment, tow trucks, foam, Engineers etc.)	Actual Cost	Actual Cost		Exempt	Per Incident	This fee is charged to the insurance company of the registered owner of a property, otherwise the registered owner of the property where in the opinion of the fire chief or his designate it is necessary to employ heavy equipment to extinguish a fire or protect adjacent properties from the spread of fire.
Fee for MTO - ARIS Owner / Contact Information Search	45.00	50.00	11%	HST	Per Incident	Fee added to the hourly fire department response charge any time that the fire departent is required to access the MTO ARIS data base. This fee is 100% cost recovery only based on fee charged to the Town of Tillsonburg.
Fee for Fire Department Incident Report	125.00	135.00	8%	HST	each	
Fee for Fire Department Investigation Report	235.00	245.00	4%	HST	each	
Fee for Fire Department File Search for Outstanding Orders / Inspection Reports / Incident Reports	125.00	125.00	0%	HST	each request	
Fee Fire Department Request Fire Code Inspection - Commercial, Industrial, or Institutional building less than 930m2 (10,000 sq.ft.)	250.00	265.00	6%	HST	each	OBC Classification A, B, D, E & F. Residential (OBC C) removed for 2015 and listed separate.
Fee for Fire Department Request Fire Code Inspection Each additional 185m2 (2000 sq.ft.) in a Commercial, Industrial or Institutional building	35.00	35.00	0%	HST	each	New fee for additional area over base fee
Fee Fire Department Request Fire Code Inspection a Residential building up to and including 4 suites or apartments	250.00	265.00	6%	HST	each	OBC Classification C. Separated from other occupancies for 2015.
Fee Fire Department Request Fire Code Inspection each additional suite or apartment over base fee	35.00	35.00	0%	HST	each	New fee for additonal unit(s). Fee per apartment over base fee.

Fire

Item	2022 Fee	Proposed 2023 Fee	% Change	Tax	Unit	Notes
Fee Fire Department Request Fire Code Inspection of a licensed Occupancy excluding a daycare	250.00	265.00	6%	HST	each	
Fee Fire Department Request Fire Code Inspection of a Daycare Facility	100.00	100.00	0%	HST	each	
Fee for Fire Department Request to Conduct Verification of VO Fire Drill Scenario	250.00	265.00	6%	HST	each	For verifying fire drills are conducted within established time limits in occupancies with vulnerable occupants. Cost recovery of
Fee to Conduct Business License Inspection	90.00	100.00	11%	Exempt	each	
Fee for Re-Inspections if Violations not Remedied	250.00	265.00	0%	HST	each	Subsequent inspections following the second. Fee charged to registered owner.
Residential Smoke or Carbon Monoxide Alarm Installed in a Residence	50.00	55.00	10%	HST, if not returned	each	Fee to Install Smoke and CO in Residence for Compliance
Fire Department approval of a Demolition Permit issued by the Building Department.	125.00	135.00	8%	HST	each	
Fee to review an application for a licence to sell Consumer Fireworks (F.1) including a site inspection and review of Fire Safety Plan	200.00	215.00	8%	HST	each	
Fee to Review Fireworks Display Application (F.2) Event	150.00	150.00	0%	HST	each	Town of Tillsonburg sponsored event are Exempt from this fee.
Fee to Review Licence to Conduct a Pyrotechnics (F.3) Display Application, Safety Plan Review, Site Plan Inspection	220.00	220.00	0%	HST	each	
Fee for Open Air Burn Permit	75.00	75.00	0%	HST	each	
Fee to Review Fire Safety Plan	100.00	125.00	25%	HST	each	
Fee to Review, Approve a Level 1 Risk Management Plan for TSSA Licence for Propane Storage	350.00	350.00	0%	HST	each	
Fee to Review, Approve Level 2 Risk Management Plan for TAAS Licence for Propane Storage, plus actual costs to retain a 3rd part engineer or other firm if required.	790.00	800.00	1%	HST	each	Plus actual costs to retain a 3rd part engineer or other firm if required.
Fee for Fire Safety Training, plus cost of materials	115.00	120.00	4%	HST	per hour	Plus cost of materials
Fee for Fire Extinguisher Training (Theory)	110.00	120.00	9%	HST		Max 20 students
Fee for Fire Extinguisher Training (Practical with Burn Prop)	200.00	215.00	8%	HST		
Fee to Recharge SCBA Breathing Cylinder	35.00	35.00	0%	HST	per cylinder	Excludes customers with special agreement
Rental of Training Room (excluding emergency services)	225.00	235.00	4%	HST	per day	

Tillsonburg Community Centre (TCC)

Programs	2022 Fee	Proposed 2023 Fee	% Change	Tax	Unit	Notes
Community Centre - Aquatics						
Water Fitness - 10 passes	59.05	62.00	5%	HST	10 passes	UFS applicable
Land Fitness - 10 passes	59.05	62.00	5%	HST	10 passes	UFS applicable
Land Fitness (1/2 hour class) - 10 passes	29.55	31.00	5%	HST	10 passes	
Water Fitness - 20 passes	95.40	100.15	5%	HST	20 passes	UFS applicable
Land Fitness - 20 passes	95.40	100.15	5%	HST	20 passes	UFS applicable
Land Fitness (1/2 hour class) - 20 passes	47.70	50.10	5%	HST	20 passes	
30 minute Swimming Lesson	7.25	7.40	2%	Exempt	per lesson	Schedule V, Part VI, UFS Applicable
45 minute Swimming Lesson	7.65	7.80	2%	Exempt	per lesson	Schedule V, Part VI, UFS Applicable
60 minute Swimming Lesson	8.10	8.25	2%	Exempt	per lesson	Schedule V, Part VI, UFS Applicable
Bronze Star	66.20	67.52	2%	HST	course	UFS applicable
Bronze Medallion	82.25	83.90	2%	HST	per course	UFS applicable
Bronze Cross	82.25	83.90	2%	HST	per course	UFS applicable
First Aid	104.05	106.15	2%	HST	per course	UFS applicable
First Aid Recert	72.85	74.31	2%	HST	per course	UFS applicable
National Lifeguard	227.45	232.00	2%	HST	per course	UFS applicable
National Lifeguard Recert	54.10	55.20	2%	HST	per course	UFS applicable
Assistant Swimming Instructors School	70.10	71.50	2%	HST	per course	UFS applicable
Additional Fee	28.95	29.55	2%	HST	per course	UFS applicable
Swim for Life Instructors School	110.55	112.75	2%	HST	per course	UFS applicable
Lifesaving Instructors	110.55	112.75	2%	HST	per course	UFS applicable
Swim/Lifesaving Instructors	227.45	232.00	2%	HST	per course	UFS applicable
Private Lessons (14+ years)	20.40	20.80	2%	HST	per lesson	UFS applicable
Private Lessons	20.40	20.80	2%	Exempt	per lesson	Youth, UFS applicable
Semi-Private Lessons	14.05	14.35	2%	Exempt	per lesson	
Lifesaving Sport Fundamentals	7.70	7.85	2%	Exempt	per lesson	Youth
Swim Synchro Swimming Lessons	7.70	7.85	2%	Exempt	per lesson	Youth
Synchronized Swimming Team	525.50	536.00	2%	Exempt	9 Months	Youth, UFS applicable
First Aid Instructor	111.55	113.80	2%	HST	per course	
National Lifeguard Instructor	160.15	163.35	2%	HST	per course	UFS applicable
Examiner Standards/Advanced Instructors	40.20	41.00	2%	HST	per course	UFS applicable
Community Centre - classes, courses, and camps						
Babysitting Course	57.45	58.60	2%	Exempt	8hr course	Schedule V, Part VI
Youth Program 30 min class	6.50	6.65	2%	Exempt	per lesson	Schedule V, Part VI
Youth Program 45 min class	7.50	7.65	2%	Exempt	per lesson	
Youth Program 60 min class	8.50	8.70	2%	Exempt	per lesson	Schedule V, Part VI
Youth Program - Specialty Course	11.90	12.15	2%	Exempt	per lesson	
Teen Program 30 min	6.50	6.65	2%	HST	per lesson	
Teen Program 45 min	7.50	7.65	2%	HST	per lesson	
Teen Program 60 min	8.50	8.65	2%	HST	per lesson	
Karate - Kids Karate	5.25	5.35	2%	Exempt	per lesson	Schedule V, Part VI
Karate - Tiny Tigers	4.25	4.35	2%	Exempt	per lesson	Schedule V, Part VI
Workshops - 1/2 day	28.65	29.20	2%	HST		
Workshops - Specialty Course	86.55	88.30	2%	HST		
Workshops - 8 hours	114.80	117.10	2%	HST		
Youth Camp - week	146.65	149.60	2%	Exempt	week	Schedule V, Part VI
Youth Camp day	36.40	37.15	2%	Exempt	daily	Schedule V, Part VI
Youth Camp Lunch		8.00	new	Exempt	each	Schedule V, Part VI
Youth Camp Special	202.30	206.35	2%	Exempt	week	Schedule V, Part VI
Youth Camp - short week	118.20	120.55	2%	Exempt		Schedule V, Part VI
Community Centre - Events						
Community Centre - Facility Rentals						
Arena - Internet Access Fee	100.00	100.00	0%	HST	per year	
Arena - Weekdays before 5pm & after 11pm	99.80	101.80	2%	HST	hour	Effective April through March

Tillsonburg Community Centre (TCC)

Programs	2022 Fee	Proposed 2023 Fee	% Change	Tax	Unit	Notes
Arena - Weekdays after 5pm & weekends	185.50	189.20	2%	HST	hour	Effective April through March
Arena - Minor	130.30	132.90	2%	HST	hour	Effective April through March
Arena - Shinny	6.00	6.10	2%	HST	per person	
Arena - Ice Flat Rate	450.50	459.50	2%	HST	per day	
Arena Floor - Commercial	2,373.85	2421.35	2%	HST	per day	
Arena Floor - Full Use	1,788.55	1824.30	2%	HST	per day	
Arena Floor - Flat Fee (no set up)	585.15	596.85	2%	HST	per day	
Arena Floor - Chilled Floor (additional fee)	2,252.30	2297.35	2%	HST	per day	
Arena Floor - Hourly League Fee	72.25	73.70	2%	HST	per hour	
Arena Floor - Set up Day/Tear Down Day	894.30	912.20	2%	HST	per day	
Arena Storage Room A	28.10	28.65	2%	HST	per month	
Arena Storage Room B	16.95	17.30	2%	HST	per month	
Arena Storage Room C	5.80	5.90	2%	HST	per month	
Arena - Mini Practice Rink	48.05	49.00	2%	HST	hour	
Auditorium - Friday or Saturday	563.05	574.30	2%	HST	per day	
Auditorium - Sunday - Thursday	314.65	320.95	2%	HST	per evening	
Auditorium - Hourly	63.55	64.80	2%	HST		
Room Set up & Decorating Fee (Day before)	118.10	120.45	2%	HST		
Ball Diamond - Occasional Use	84.45	86.15	2%	HST	per day	
Ball Diamond - Seasonal Youth Team	84.45	86.15	2%	HST		
Ball Diamond - Seasonal Team Practice	298.10	304.05	2%	HST	per team	
Ball Diamond - Seasonal Adult Team	491.35	501.20	2%	HST	per team	
Ball Diamond - 2-day Tournament (Annandale Diamonds)	579.60	591.20	2%	HST	2 days	
Ball Diamond - Tournament per diamond per day	84.45	86.15	2%	HST	per diamond/day	
Ball Diamond - portable washrooms - 1 day tournament	220.85	240.05	8%	HST	2 units	
Ball Diamond - portable washrooms - 2 day tournament	276.00	300.00	8%	HST	2 units	
Tractor with Groomer - Prep Friday	83.95	85.65	2%	HST	per event	
Tractor with Groomer - Prep Saturday	42.00	45.00	7%	HST	per event	
Tractor with Groomer - Prep Sunday	42.00	45.00	7%	HST	per event	
Tractor with Groomer - Repair Monday	82.25	83.90	2%	HST	per event	
Administrative Fees	110.35	112.55	2%	HST	per event	
Site clean up - 1 or 2 day event	179.65	183.25	2%	HST	3 staff	
Ball Diamond - Key Deposit	12.65	15.00	16%	HST	each	per key
Ball Diamonds - Lights left on/equipment not stored properly	54.05	55.15	2%	HST	per occurrence	
Damage Deposit	551.80	562.85	2%	Exempt		
Den - Fri or Sat	192.45	196.30	2%	HST	per day	
Den - Sun - Thursday	140.20	143.00	2%	HST	per day	
Den - Hourly	33.60	34.25	2%	HST		
Entire TCC Building - 1 arena 9am-4pm	2,241.30	2286.15	2%	HST		
Entire TCC Building - 2 arenas 9am-4pm	2,815.35	2871.65	2%	HST		
Gibson House	74.60	76.10	2%	HST	per day	
Gibson House - Hourly	29.15	29.75	2%	HST	per hour	
Kinsmen Canteen	28.65	29.25	2%	HST	per day	
Kitchen Rental - Daily		75.00	new	HST	per event	
Kitchen Rental - 3 Day Weekend		200.00	new	HST	per event	
Lobby Area	34.50	35.20	2%	HST		
Marwood B or C	74.60	76.10	2%	HST	per day	
Marwood BC	145.70	148.60	2%	HST	per day	
Marwood B or C - Hourly	28.15	28.70	2%	HST		
Marwood BC - Hourly	33.65	34.30	2%	HST		
Memorial Pavilion (full) or Kinsmen Bandshell	97.30	99.25	2%	HST	per day	
Memorial Pavilion (half) or Kinsmen Bandshell	60.70	61.90	2%	HST	per day	
Memorial Park for Major Concert (includes bandshell &	689.75	703.55	2%	HST	per event up to 4 days	
Newman Park Gazebo	59.10	60.20	2%	HST	per day	
Parking Lot	118.10	120.45	2%	HST	per day	
Rotary Room	74.60	76.10	2%	HST		
Rotary Room - Hourly	28.65	29.20	2%	HST		

Tillsonburg Community Centre (TCC)

Programs	2022 Fee	Proposed 2023 Fee	% Change	Tax	Unit	Notes
Rowing Club per month	104.50	106.60	2%	HST		
School Lessons	4.10	4.20	2%	Exempt	per person	Youth, UFS applicable
Swim to Survive Rentals	96.85	98.70	2%	Exempt	per hour	Youth, UFS applicable
Swim to Survive Instructor Fee	21.00	25.00	16%	HST	per hour	
Swim Meet	332.35	339.00	2%	HST	per day	UFS applicable
Swim Meet Evening	163.05	166.30	2%	HST	per day	UFS applicable
Swim Team Practice	74.15	75.65	2%	HST	per hour	
Storage Pool Deck	29.15	29.75	2%	HST	per month	
Swim Lane	16.50	16.85	2%	HST	per hour	
Storage Rooms	117.05	119.40	2%	HST	per contract	
Storage Office A	28.65	29.20	2%	HST	per month	
Storage Office B	17.35	17.70	2%	HST	per month	
Storage Office C	5.90	6.00	2%	HST	per month	
Pool - 0-50 swimmers	94.60	96.50	2%	HST	per hour	UFS applicable
Pool - 101+swimmers	241.00	245.82	2%	HST	per hour	UFS applicable
Pool - 51-100 swimmers	128.35	130.90	2%	HST	per hour	UFS applicable
WaterPark - 0-100 swimmers	337.90	344.65	2%	HST	hour	UFS applicable
WaterPark- 0-100 swimmers - extra hour	225.15	229.65	2%	HST	add. Hr.	UFS applicable
Waterpark 101-300 swimmers	459.50	469.70	2%	HST	hour	UFS applicable
Waterpark 101-300 swimmers - extra hour	337.90	344.65	2%	HST	add. Hr.	UFS applicable
Waterpark 300+ swimmers	619.45	631.85	2%	HST	hour	UFS applicable
Waterpark 300+ swimmers - extra hour	489.80	499.60	2%	HST	add. Hr.	UFS applicable
Waterpark Board of Ed 100 swimmers	299.65	305.65	2%	HST	hour	UFS applicable
Waterpark Board of Ed 100 swimmers add. Hr.	166.45	169.80	2%	HST	add. Hr.	UFS applicable
Waterpark Board of Ed 100+ swimmers	532.80	543.45	2%	HST	hour	UFS applicable
Waterpark Board of Ed 100+ swimmers add. Hr.	266.50	271.85	2%	HST	add. Hr.	UFS applicable
COVID Cleaning Fee	25.00	25.00	0%	HST	each	
COVID Cleaning Fee	50.00	50.00	0%	HST	each	
COVID Cleaning Fee	100.00	100.00	0%	HST	each	
Community Centre - Leagues and Memberships						
Adult League - Individual	62.95	64.20	2%	HST	each	
Adult League - Team	406.35	414.50	2%	HST	per team	
Adult League - OVA Refs Vollyball	590.00	601.80	2%	HST	per team	
Court Membership - Adult	56.25	57.40	2%	HST	Seasonal	
Court Membership - Youth	20.25	20.65	2%	HST	Seasonal	
Tennis Lessons - 1 hour	11.20	11.40	2%	HST	per lesson	
Tennis Lessons - 1/2 hour	4.95	5.05	2%	HST	per lesson	Youth
Tennis Advanced Lessons - 1 hour	11.75	12.00	2%	HST	per lesson	
Tennis Lessons - 1 hour	90.00	91.80	2%	HST	8 lessons	UFS applicable
Tennis Lessons - 1/2 hour	39.45	40.25	2%	HST	8 lessons	
Tennis Advanced Lessons - 1 hour	93.85	95.75	2%	HST	8 lessons	
Membership - Land Fitness - 12 mo		338.90	new	HST	12 month	
Membership - Water Fitness - 12 mo	332.25	338.90	2%	HST	12 month	
Membership - Personal Training - 20	210.00	214.20	2%	HST	20 sessions 1/2 hr	UFS applicable
Membership - Personal Training - 10	119.30	121.70	2%	HST	10 sessions 1/2 hr	UFS applicable
Membership - Pool - 12 month	210.85	215.05	2%	HST	each	
Membership - Pool - 6 month	147.95	150.90	2%	HST	each	
Membership - Pool 20 Pass	70.10	71.50	2%	HST	each	

Tillsonburg Community Centre (TCC)

Programs	2022 Fee	Proposed 2023 Fee	% Change	Tax	Unit	Notes
Membership - Skate 20 Pass	70.10	71.50	2%	HST	each	
Membership - Weight Training	60.15	61.35	2%	HST	up to 6 hours	
Membership - HC Plus - 12 Month		640.00	new	HST	12 month	
Membership - HC Adult - 01 month	77.80	79.35	2%	HST	1 month	
Membership - HC Adult - 03 month	204.30	175.05	-17%	HST	3 month	
Membership - HC Adult - 12 month	457.05	466.20	2%	HST	12 month	
Membership - HC Adult - 5 pass	48.30	49.25	2%	HST	5 visits	
Membership - HC Adult - 10 pass	94.50	96.40	2%	HST		
Membership - HC Adult - 20 Pass	181.05	184.65	2%	HST	20 Visits	
Membership - HC Family - 01 month	175.50	179.00	2%	HST	1 month	
Membership - HC Family - 03 month	437.90	394.88	-11%	HST	3 month	
Membership - HC Family - 12 month	916.35	934.70	2%	HST	12 month	
Membership - HC Student/Senior - 01 month	62.95	64.20	2%	HST	1 month	
Membership - HC Student/Senior - 12 month	337.80	344.55	2%	HST	12 month	
Membership - Student - 5 Passes	27.55	28.10	2%	HST	5 visits	
Membership - Student - 10 Passes	49.90	50.90	2%	HST		
Membership- Student - 20 Passes	89.50	91.30	2%	HST		
Membership - HC Glendale Student	103.80	105.90	2%	HST	5 Month	
Membership - Replacement Card	5.50	5.60	2%	HST	each	
Membership - Squash Adult - 10 pass	93.85	95.75	2%	HST	per court (1hr)	
Pay as you go - Admission						
Aquatfit/Fitness/Yoga Class	8.15	8.30	2%	HST included	each	
Fitness / Yoga (1/2 hr class)	4.10	4.15	1%	HST included	each	
Board of Education - Squash/HC	2.85	2.90	2%	HST included		UFS applicable
Board of Education - Arena/Pool	3.10	3.15	2%	HST included		UFS applicable
Drop In Swimming Lessons	9.00	9.20	2%	HST included	per lesson	Min Age of 12
Drop In Swimming Lessons - ea. Additional child	5.55	5.65	2%	HST included	per lesson	
Health Club Adult	10.95	11.15	2%	HST included	each	
Health Club - Youth	5.95	6.05	2%	HST included	each	
Squash	11.20	11.40	2%	HST included	per court (1 hr)	UFS applicable
Roller Skate - Admission No skate rental	2.50	3.00	17%	HST included		UFS applicable
Swim Child	2.50	2.55	2%	HST included	each	
Swim Family	10.00	12.00	17%	HST included	each	
Swim - Over 14	4.75	4.85	2%	HST included	each	
Skate Child	2.50	2.55	2%	HST included	each	
Skate Family	10.00	12.00	17%	HST included	each	
Skate - Over 14	4.75	4.85	2%	HST included	each	UFS applicable
Wallyball	11.70	11.90	2%	HST included	per court (1 hr)	UFS applicable
Waterpark 2-5 yrs	-	0.00	0%	HST included	each	UFS applicable
Waterpark Grandparents Day	-	0.00	0%	HST included		UFS applicable
Waterpark 60 years & over	6.25	6.40	2%	HST included	each	UFS applicable
Waterprak 60 years & Over Half Price	3.15	3.20	2%	HST included	each	UFS applicable
Waterpark 6-14 yrs	5.75	5.85	2%	HST included	each	UFS applicable
Waterpark 6-14 yrs Half Price	2.90	2.95	2%	HST included	each	UFS applicable
Waterpark Additional Family Member	2.50	2.55	2%	HST included	each	UFS applicable
Waterpark Adult	8.25	8.45	2%	HST included	each	UFS applicable
Waterpark Adult Half Price	4.15	4.25	2%	HST included	each	UFS applicable
Waterpark Family	29.00	29.60	2%	HST included	per family of 5	UFS applicable
Waterpark Family Half Price	14.50	14.80	2%	HST included	per family of 5	UFS applicable
Waterpark Tillsonburg Resident Pass (6 +)	40.00	40.80	2%	HST	per person	

Tillsonburg Community Centre (TCC)

Programs	2022 Fee	Proposed 2023 Fee	% Change	Tax	Unit	Notes
Waterpark Non-resident Pass (Youth & Srs 60+)	55.00	56.10	2%	HST	per person	
Waterpark Non-resident Pass (Adult under 60)	75.00	76.50	2%	HST	per person	
Community Centre - Other fees						
LLWP Sponsorship		1200.00	new	Exempt	each	
Community Swim/Skate Sponsorship		200.00	new	Exempt	each	
Special Events: Expenses + 5% Administrative Fee			new	Hst		
Capital Re-Investment Fee - Ice Rentals		2.50	new		per hour	
Admin - Refund Admin Fee	16.25	16.50	2%	Exempt	each	
Admin - Reprint receipt	5.40	5.50	2%	Exempt	each	
Admin - Consolidated Receipts (Child Tax Credit)	10.80	11.00	2%	HST		Operational requirements
Admin - Copies - Single sided	0.30	0.52	42%	HST		
Admin - Copies - Double sided	0.35	0.58	40%	HST		
Rentals - 8' wooden tables	5.80	5.90	2%	HST		
Rentals - Black plastic chairs	2.20	2.25	2%	HST	each	
Delivery of Table & Chairs(per round trip)	28.10	28.65	2%	HST		
Rentals - Black curtains/hardware rental per foot	2.80	2.85	2%	HST		
ADVERTISING						
10% - 30% Reductions may apply to multiple advertising	A 2nd advertisement gets 10% off both, a 3rd ad gets 20% off all 3 and a 4th ad gets					
Advertising - Memorial Arena Board Back Lit	1,148.20	1171.15	2%	HST	each	
Advertising - Community Arena Backlit	574.10	585.60	2%	HST	each	
Advertising - Memorial Arena Board	745.25	760.15	2%	HST	each	
Advertising - Community Arena Board	458.25	467.40	2%	HST	each	
Advertising - Ice Re-Surfacer - Side	574.10	585.60	2%	HST	each	
Advertising - Ice Re-Surfacer - Top	1,148.20	1171.15	2%	HST	each	
Advertising - Ice Re-Surfacer - 3 sides	2,539.35	2590.15	2%	HST	each	
Advertising - Skate Aid	10.60	10.80	2%	HST	per month	
Advertising - Inside Front/Back Page Glossy	1,683.70	1717.35	2%	HST	each	
Advertising - Back Page Glossy	2,252.30	2297.35	2%	HST	each	
Advertising - Brochure 1/8 page	114.80	117.10	2%	HST	each	
Advertising - Brochure 1/4 page	200.90	204.90	2%	HST	each	
Advertising - Brochure 1/2 page	343.30	350.15	2%	HST	each	
Advertising - Brochure 1/2 page Inside/Back Page Glossy	675.65	689.15	2%	HST	each	
Advertising - Brochure Full page	686.70	700.45	2%	HST	each	
Advertising - Brochure Full page (internal corporate)	225.30	229.80	2%	HST	each	
Advertising - Miscellaneous	114.80	117.10	2%	HST	each	
Advertising - Digital Ad Set up	22.40	22.85	2%	HST	each	
Advertising - Digital Ad - Monthly(min. 3 mos term)	56.25	57.40	2%	HST	each	
Advertising - Digital Ad - Tournament/Special Events	56.25	57.40	2%	HST	each	
Advertising - Fence - Per Season	125.85	128.35	2%	HST	per season	
Advertising - Fence - Per Year	251.85	256.90	2%	HST	annually	
Advertising - Infocaster Set Up	52.00	53.05	2%	HST	each	
Advertising - Infocaster - Small Ad	26.00	26.50	2%	HST	per month	
Advertising - Infocaster - Large Ad	52.00	53.05	2%	HST	per month	
Advertising - Infocaster - Tournament/Special Event	52.00	53.05	2%	HST	each	

Museum

Item	2022 Fee	Proposed 2023 Fee	% Change	Tax	Unit
Museum					
Museum-Admission-Adult	6.19	6.50	5%	HST	daily
Museum-Admission-Annual-Family Rate	46.02	48.30	5%	HST	yearly
Museum-Admission-Annual-Individual	20.35	21.35	5%	HST	yearly
Museum-Admission-Child	2.21	2.30	4%	HST	daily
Museum-Admission-Family Rate	12.39	13.00	5%	HST	daily
Museum-Admission-Group Rate	5.00	5.25	5%	HST	daily
Museum-Admission-Senior	5.09	5.35	5%	HST	daily
Museum-Admission-Student	3.10	3.25	5%	HST	daily
Museum Volunteer-Admission-Free	FREE	FREE			daily
Museum - Research (Genealogy)	25.00	30.00	20%	HST	per hour
Museum-Permission Fees-Personal Use	2.50	4.50	80%	HST	each
Museum-Permission Fees-Pubication Use	5.50	8.50	55%	HST	each
Museum-Rentals-Audio Visual Equipment-Corporate	FREE	FREE			each
Museum-Rentals-Program Room or Grounds & Gardens - 25 - 50	51.00	55.00	8%	HST	each
Museum-Rentals-Grounds & Gardens-Corporate	51.00	75.00	47%	HST	each
Museum-Rentals-Kitchen	25.50	30.00	18%	HST	each
Museum-Rentals-Kitchen - Corporate	35.70	40.00	12%	HST	each
Museum-Rentals-Program Room - half day -non profite	51.00	55.00	8%	HST	half day
Museum-Rentals-Program Room -full day - non profit	76.50	100.00	31%	HST	full day
Museum-Rentals-Program Room-Corporate	76.50	100.00	31%	HST	half day
Museum-Rentals-Program Room-Corporate	102.00	120.00	18%	HST	full day
Museum-Rentals-Tour Surcharge-Groups 100-150	102.00	120.00	18%	HST	each
Museum-Rentals-Tour Surcharge-Groups 25-50	61.20	70.00	14%	HST	each
Museum-Rentals-Tour Surcharge-Groups 51-100	76.50	85.00	11%	HST	each
Museum- School Program- per student (1 hour)	2.50	3.00	20%	Exempt	each
Museum - School Program - per student (2 hours)	3.50	4.00	14%	Exempt	each
Museum - School Program - In Class		35.00	new	Exempt	each
Museum - School Program - per student (1.5 hours)		3.25	new	Exempt	each
Museum- Programs & Workshops		5.00	0%		each
Museum- Programs & Workshops		10.00	0%		each
Museum- Programs & Workshops		15.00	0%		each
Museum- Programs & Workshops		20.00	0%		each
Museum- Programs & Workshops		25.00	0%		each
Museum- Programs & Workshops		30.00	0%		each
Museum- Programs & Workshops		35.00	0%		each
Museum- Programs & Workshops		40.00	0%		each
Museum- Programs & Workshops		45.00	0%		each
Museum- Programs & Workshops		50.00	0%		each

Museum

Item	2022 Fee	Proposed 2023 Fee	% Change	Tax	Unit
Museum- Programs & Workshops		55.00	0%		each
Museum- Programs & Workshops		60.00	0%		each
Museum- Programs & Workshops		65.00	0%		each
Museum- Programs & Workshops		70.00	0%		each
Museum- Programs & Workshops		75.00	0%		each
Museum- Programs & Workshops		80.00	0%		each
Museum- Programs & Workshops		85.00	0%		each
Museum- Programs & Workshops		90.00	0%		each
Museum- Programs & Workshops		95.00	0%		each
Museum- Programs & Workshops		100.00	0%		each
Museum-Admission - Pratt Gallery only	2.65	3.00	13%	HST	each
Museum- Special Event- Lunch & Learn Series Pass	81.60	100.00	23%	HST	
Museum- Special Event - Lunch & Learn- Single ticket	25.50	30.00	18%	HST	
Museum - Special Event - Luncheon	30.60	35.00	14%	HST	
Museum - Special Event - Dinner	56.10	60.00	7%	HST	per event
Museum - Special Event - Performance	40.80	40.80	0%	HST	
Special Events: Expenses + 5% admin fee		-	0%	HST	

Cemetery-Parks

Item	2022 Fee	2022 Perpetual Care Fee	2022 Net Fee	Proposed 2023 Fee	Proposed 2023 Perpetual Care Fee	Proposed 2023 Net Fee	% Change	Tax	Unit	Notes
Perpetual care fees regulated by the Province										
Interment Rights										
Grave 10 x 4	800.00	320.00	480.00	800.00	320.00	480.00	0%	HST	grave	
Infant Grave 3X3	225.00	150.00	75.00	225.00	150.00	75.00	0%	HST	grave	
Cremation Grave 3x3	600.00	240.00	360.00	600.00	240.00	360.00	0%	HST	grave	
Columbarium Niche - Level 1	2,100.00	315.00	1,785.00	2,100.00	315.00	1,785.00	0%	HST	niche	Includes brass nameplate and dates
Columbarium Niche - Level 2	2,150.00	322.50	1,827.50	2,150.00	322.50	1,827.50	new	HST	niche	Includes brass nameplate and dates
Columbarium Niche - Level 3	2,200.00	330.00	1,870.00	2,200.00	330.00	1,870.00	new	HST	niche	Includes brass nameplate and dates
Columbarium Niche - Level 4	2,250.00	337.50	1,912.50	2,250.00	337.50	1,912.50	new	HST	niche	Includes brass nameplate and dates
Columbarium Niche - Level 5	2,300.00	345.00	1,955.00	2,300.00	345.00	1,955.00	new	HST	niche	Includes brass nameplate and dates
Columbarium Niche - Level 6	2,350.00	352.50	1,997.50	2,350.00	352.50	1,997.50	new	HST	niche	Includes brass nameplate and dates
Columbarium Niche - Level 7	2,400.00	360.00	2,040.00	2,400.00	360.00	2,040.00	new	HST	niche	Includes brass nameplate and dates
Columbarium Niche - Level 8	2,450.00	367.50	2,082.50	2,450.00	367.50	2,082.50	new	HST	niche	Includes brass nameplate and dates
Family Columbarium	10,400.00	1,560.00	8,840.00	10,400.00	1,560.00	8,840.00	0%	HST	columbarium	does not include engraving
Cemetery Services										
Cemeteries Regulation Unit burial and cremation	12.00		12.00	12.00		12.00	0%	Exempt	interment	Fee is set by the Province
Columbarium Niche Open/Close	200.00		200.00	200.00		200.00	0%	HST	each	
Adult Interment	835.00		835.00	835.00		835.00	0%	HST	each	
Lead in fee, per 1/2 hour minimum	30.00		30.00	30.00		30.00	0%	HST	per 1/2 hour	Charged if lead in requested by Funeral Home
Child/ Infant Interment	300.00		300.00	300.00		300.00	0%	HST	each	Length is 5' or less
Cremated Remains Interment Infant	200.00		200.00	200.00		200.00	0%	HST	each	
Cremated Remains Interment Adult	350.00		350.00	350.00		350.00	0%	HST	each	
Statutory Holidays - Funeral Fee	50% surcharge on applicable interment fee			50% surcharge on applicable interment fee				HST	each	
Weekend - Funeral Fee 10:00am - 3:00pm	25% surcharge on applicable interment fee			25% surcharge on applicable interment fee			new	HST	each	
Weekend - Funeral Fee - before 10:00am or after 3:00pm	50% surcharge on applicable interment fee			50% surcharge on applicable interment fee			new	HST	each	
Disinterment/Exhumation- Relocation in Same	2,087.50		2,087.50	2,087.50		2,087.50	0%	HST	each	
Disinterment/Exhumation- Relocation in Same Cemetery-Adult Casket in Vault	1,878.75		1,878.75	1,878.75		1,878.75	0%	HST	each	
Disinterment/Exhumation- Relocation in Another	1,565.63		1,565.63	1,565.63		1,565.63	0%	HST	each	
Disinterment/Exhumation- Relocation in Another Cemetery-Adult Casket in Vault	1,409.06		1,409.06	1,409.06		1,409.06	0%	HST	each	
Disinterment/Exhumation-Child Casket	750.00		750.00	750.00		750.00	0%	HST	each	Length is 5' or less
Disinterment/Exhumation-Adult Cremains (Ground)	475.00		475.00	475.00		475.00	0%	HST	each	
Disinterment/Exhumation-Child/Infant Cremains	300.00		300.00	300.00		300.00	0%	HST	each	
Marker/Foundation Services										
Upright Monument Foundation (5' depth)	27.00		27.00	27.00		27.00	0%	HST	per cubic foot	
Veteran Standing Monument Setting	200.00		200.00	200.00		200.00	0%	HST	each	
Flat Marker with Granite Border & no concrete	50.00		50.00	50.00		50.00	0%	HST	each	
Flat Marker with 4" concrete border	125.00		125.00	125.00		125.00	0%	HST	each	
Monument Care & Maintenance										
Flat Markers		50.00	50.00		50.00	50.00	0%	HST	each	Fees are set by the Province.
Upright Markers Up to 48"		100.00	100.00		100.00	100.00	0%	HST	each	
Upright Markers Over 48"		200.00	200.00		200.00	200.00	0%	HST	each	
Other Fees & Services										
Transfer Fee/Replacement - Interment Rights Certificate	45.00		45.00	45.00		45.00	0%	HST	each	
Memorial Benches	2,200.00	200.00	2,000.00	3,200.00	200.00	3,000.00	45%	HST	each	
Geneology Requests (per 1/2 hr) by appointment				30.00		30.00	new	HST	per 1/2 hour	

Public Works

Item	2022 Fee	Proposed 2023 Fee	% Change	Tax	Unit
Airport					
Airport - Aircraft Parking Fees - Daily	10.00	10.00	0%	HST	per day
Airport - Aircraft Parking Fees - Monthly	60.00	60.00	0%	HST	per month
Airport - Aircraft Parking Fees - Yearly	600.00	600.00	0%	HST	per year
Airport - Basement Boardroom rental (15'x29') half day	45.00	45.00	0%	HST	per half day
Airport - Basement Boardroom rental (15'x29') full day	80.00	80.00	0%	HST	per full day
Airport - Basement Rental per hour	15.00	15.00	0%	HST	per hour
Airport - Boardroom Long term rental	290.00	290.00	0%	HST	per week
Airport - Hangar Land Lease per Sq. Ft. Fee Annually, **adjusted by CPI Ontario for the previous 12-month average Nov-Oct, if warranted through a market rate comparison**	0.31	0.33	6.48%	HST	per Sq. Ft.
Airport - Infrastructure fee < 5,000 SF hangar	550.00	550.00	0%	HST	upon signing
Airport - Infrastructure fee > 5,000 SF hangar	1,100.00	1,100.00	0%	HST	upon signing
Airport - Maintenance fee	130.00	130.00	0%	HST	per year
Airport Toque	12.00	12.00	0%	HST	per unit
Airport Fuel Call Out Fee	50.00	50.00	0%	HST	per call out
Airport Administration Fee	35.00	35.00	0%	HST	per unit
Airport Hangar Application Fee	310.00	310.00	0%	HST	per application
Airport Hangar Transfer Fee	160.00	160.00	0%	HST	per application
Airport Development Permit Fee	620.00	620.00	0%	HST	per application
Airport Corporate Parking Fee (waived with fuel purchase)	25.00	25.00	0%	HST	up to 4 hrs
Airport Corporate Parking Fee (waived with fuel purchase)	50.00	50.00	0%	HST	per day
Airport Corporate Landing Fee (waived with fuel purchase)	40.00	40.00	0%	HST	per landing
Roads					
Public Works Administration Fee	51.00	52.00	2%	HST	flat rate
Roads-Labourer/Operator (per hour)	40.00	41.00	3%	HST	per hour
Roads-Labourer/Operator Overtime (per hour)	55.00	61.50	12%	HST	per hour
Roads-Labour Double Time	71.00	72.00	1%	HST	per hour
1/2 Ton Pickup Truck	15.00	15.00	0%	HST	per hour
1-Ton Truck	33.00	35.00	6%	HST	per hour
Single Axle Dump Truck	80.00	80.00	0%	HST	per hour
With Plow & Wing	13.00	15.00	15%	HST	per hour
With Sander/Salter	20.00	20.00	0%	HST	per hour
With Plow, Wing & Sander/Salter	33.00	35.00	6%	HST	per hour
With Anti-Icing System	4.50	5.00	11%	HST	per hour
Front End Loader	70.00	70.00	0%	HST	per hour
With Plow Blade	7.00	8.00	14%	HST	per hour

Public Works

Item	2022 Fee	Proposed 2023 Fee	% Change	Tax	Unit
With Snowblower	180.00	180.00	0%	HST	per hour
Backhoe	50.00	50.00	0%	HST	per hour
Grader	75.00	75.00	0%	HST	per hour
Street Sweeper	80.00	80.00	0%	HST	per hour
Sidewalk Machine	45.00	47.00	4%	HST	per hour
With Plow	6.00	7.00	17%	HST	per hour
With Sander	5.00	6.00	20%	HST	per hour
With Snowblower	18.00	20.00	11%	HST	per hour
With Plow & Sander	11.00	12.00	9%	HST	per hour
With Snowblower & Sander	23.00	25.00	9%	HST	per hour
With Angle Broom	8.50	9.00	6%	HST	per hour
With Flail Mower	10.00	12.00	20%	HST	per hour
With Cold Planer	35.00	35.00	0%	HST	per hour
Leaf Vacuum	90.00	90.00	0%	HST	per hour
Line Striper	12.00	12.00	0%	HST	per hour
Sewer Rodder	95.00	95.00	0%	HST	per hour
Wood Chipper	25.00	25.00	0%	HST	per hour
Zero Radius Mower	30.00	30.00	0%	HST	per hour
Portable Pump	35.00	35.00	0%	HST	per hour
Walk Behind Snowblower	2.50	3.00	20%	HST	per hour
Walk Behind Push Mower	2.50	3.00	20%	HST	per hour
Chainsaw	2.50	3.00	20%	HST	per hour
Trimmer	2.00	3.00	50%	HST	per hour
Small Generator	10.00	10.00	0%	HST	per hour
Utility Trailer	9.00	10.00	11%	HST	per hour
Construction & Demolition Disposal Cost Recovery Fee	25.00	25.00	0%	HST	per load

Transit

Item	2022 Fee	Proposed 2023 Fee	% Change	Tax	Unit
T-GO IN-TOWN					
Ticket - Adult - Single Ride	2.50	2.50	0%	Exempt	Single Ride
Ticket - Adult - 10 Ride Pass	20.00	20.00	0%	Exempt	10 Ride Pass
Ticket - Adult - Day Pass	8.00	8.00	0%	Exempt	Day Pass
Ticket - Adult - Monthly Pass	60.00	60.00	0%	Exempt	Monthly Pass
Ticket - Seniors (60+) - Single Ride	2.00	2.00	0%	Exempt	Single Ride
Ticket - Seniors (60+) - 10 Pass Ride	16.00	16.00	0%	Exempt	10 Ride Pass
Ticket - Seniors (60+) - Day Pass	6.00	6.00	0%	Exempt	Day Pass
Ticket - Seniors (60+) - Monthly Pass	48.00	48.00	0%	Exempt	Monthly Pass
Ticket - Students - Single Ride	2.00	2.00	0%	Exempt	Single Ride
Ticket - Students - 10 Ride Pass	16.00	16.00	0%	Exempt	10 Ride Pass
Ticket - Students - Day Pass	6.00	6.00	0%	Exempt	Day Pass
Ticket - Students - Monthly Pass	48.00	48.00	0%	Exempt	Monthly Pass
Ticket - Children (5 and under) - Single Ride	FREE	FREE			Single Ride
Ticket - Children (5 and under) - 10 Ride Pass	FREE	FREE			10 Ride Pass
Ticket - Children (5 and under) - Day Pass	FREE	FREE			Day Pass
Ticket - Children (5 and under) - Monthly Pass	FREE	FREE			Monthly Pass
Ticket - Support Person - Single Ride	FREE	FREE			Single Ride
Ticket - Support Person - 10 Ride Pass	FREE	FREE			10 Ride Pass
Ticket - Support Person - Day Pass	FREE	FREE			Day Pass
Ticket - Support Person - Monthly Pass	FREE	FREE			Monthly Pass
Ticket - Veteran - Single Ride	FREE	FREE			Single Ride
Ticket - Veteran - 10 Ride Pass	FREE	FREE			10 Ride Pass
Ticket - Veteran - Day Pass	FREE	FREE			Day Pass
Ticket - Veteran - Monthly Pass	FREE	FREE			Monthly Pass
Advertising – T:GO In-Town Vehicle (1 Month)	438.00	438.00		HST	
Advertising – T:GO In-Town Vehicle (3 Months)	1,008.00	1,008.00		HST	
Advertising – T:GO In-Town Vehicle (6 Months)	1,818.00	1,818.00		HST	
T:GO INTER-COMMUNITY					
Ticket - Adult - Single Ride	10.00	10.00	0%	Exempt	Single Ride
Ticket - Adult - 10 Ride Pass	80.00	80.00	0%	Exempt	10 Ride Pass
Ticket - Adult - Day Pass	20.00	20.00	0%	Exempt	Day Pass
Ticket - Adult - Monthly Pass	200.00	200.00	0%	Exempt	Monthly Pass
Ticket - Seniors (60+) - Single Ride	8.00	8.00	0%	Exempt	Single Ride
Ticket - Seniors (60+) - 10 Pass Ride	65.00	65.00	0%	Exempt	10 Ride Pass
Ticket - Seniors (60+) - Day Pass	16.00	16.00	0%	Exempt	Day Pass
Ticket - Seniors (60+) - Monthly Pass	160.00	160.00	0%	Exempt	Monthly Pass

Transit

Item	2022 Fee	Proposed 2023 Fee	% Change	Tax	Unit
Ticket - Students - Single Ride	8.00	8.00	0%	Exempt	Single Ride
Ticket - Students - 10 Ride Pass	65.00	65.00	0%	Exempt	10 Ride Pass
Ticket - Students - Day Pass	16.00	16.00	0%	Exempt	Day Pass
Ticket - Students - Monthly Pass	160.00	160.00	0%	Exempt	Monthly Pass
Ticket - Children (5 and under) - Single Ride	FREE	FREE			Single Ride
Ticket - Children (5 and under) - 10 Ride Pass	FREE	FREE			10 Ride Pass
Ticket - Children (5 and under) - Day Pass	FREE	FREE			Day Pass
Ticket - Children (5 and under) - Monthly Pass	FREE	FREE			Monthly Pass
Ticket - Support Person - Single Ride	FREE	FREE			Single Ride
Ticket - Support Person - 10 Ride Pass	FREE	FREE			10 Ride Pass
Ticket - Support Person - Day Pass	FREE	FREE			Day Pass
Ticket - Support Person - Monthly Pass	FREE	FREE			Monthly Pass
Ticket - Veteran - Single Ride	FREE	FREE			Single Ride
Ticket - Veteran - 10 Ride Pass	FREE	FREE			10 Ride Pass
Ticket - Veteran - Day Pass	FREE	FREE			Day Pass
Ticket - Veteran - Monthly Pass	FREE	FREE			Monthly Pass
Advertising – T:GO Inter-Community Vehicle (1 Month)	507.00	507.00		HST	
Advertising – T:GO Inter-Community Vehicle (3 Months)	1,077.00	1,077.00		HST	
Advertising – T:GO Inter-Community Vehicle (6 Months)	1,887.00	1,887.00		HST	

Utility

Item	2022 Fee	Proposed 2023 Fee	% Change	Tax	Unit	Notes
Utility-Returned Cheque Fee (plus bank charges)	15.00	15.00	0%	HST	each	as per OEB rate schedule
Utility-Account Set Up / Change of Occupancy Fee	30.00	30.00	0%	HST	each	as per OEB rate schedule
Utility-Late Payment (per annum)	19.56%	19.56%	0%	HST	%	as per OEB rate schedule
Utility-After Hour Reconnect (at meter)	185.00	185.00	0%	HST	each	as per OEB rate schedule
Utility-During Hours Reconnect (at meter)	65.00	65.00	0%	HST	each	as per OEB rate schedule
Utility-During Hours Reconnect (at mpole)	185.00	185.00	0%	HST	each	as per OEB rate schedule
Utility-Special Meter Reading	30.00	30.00	0%	HST	each	Changes to rates must be approved by the OEB
Utility-Service Call (after hours)	165.00	165.00	0%	HST	each	as per OEB rate schedule
Utility-Access to Utility Poles	44.50	44.50	0%	HST	each	as per OEB rate schedule
Utility-Miscellaneous Materials Mark Up	0.25	0.25	0%	HST	%	Changes to rates must be approved by the THI Board of Directors or OEB
Utility-Pole Rental - 30 ft	1.50	1.50	0%	HST	month	Changes to rates must be approved by the THI Board of Directors or OEB
Utility-Pole Rental - 35 ft	2.25	2.25	0%	HST	month	Changes to rates must be approved by the THI Board of Directors or OEB
Utility-Sentinal Light Rental - 150 W	3.75	3.75	0%	HST	month	Changes to rates must be approved by the THI Board of Directors or OEB
Utility-Sentinal Light Rental - 175 W	3.75	3.75	0%	HST	month	Changes to rates must be approved by the THI Board of Directors or OEB
Utility-Sentinal Light Rental - 250 W	4.00	4.00	0%	HST	month	Changes to rates must be approved by the THI Board of Directors or OEB
Utility-Sentinal Light Rental - 400 W	4.00	4.00	0%	HST	month	Changes to rates must be approved by the THI Board of Directors or OEB
Utility-Sentinal Light Rental - 70 W	3.50	3.50	0%	HST	month	Changes to rates must be approved by the THI Board of Directors or OEB
Utility-Labour	62.50	65.00	4%	HST	hour	
Utility-Truck Charges - #26	15.00	17.00	13%	HST	hour	
Utility-Truck Charges - #30	15.00	17.00	13%	HST	hour	
Utility-Truck Charges - #41	20.00	22.00	10%	HST	hour	
Utility-Truck Charges - #65	67.50	70.00	4%	HST	hour	
Utility-Truck Charges - #66	67.50	70.00	4%	HST	hour	
Utility-Truck Charges - #68	75.00	77.00	3%	HST	hour	
Utility-Truck Charges - #74	65.00	68.00	5%	HST	hour	
Utility-Truck Charges - #22	15.00	17.00	13%	HST	hour	
Utility-Truck Charges - #28	15.00	17.00	13%	HST	hour	
Utility-Truck Charges - #44	30.00	33.00	10%	HST	hour	
Utility-Truck Charges - #45	15.00	17.00	13%	HST	hour	
Utility-Sewer Camera Job - 1 hour minimum	55.00	58.00	5%	HST	hour	1 hour minimum

Non-Controlled Town Fees

Item	2022 Fee	Proposed 2023 Fee	% Change	Tax	Unit	Notes
Bag Tags	2.00	2.00	0%	incl HST	per tag	County approved
Blue Box (apartment)	3.50	3.50	0%	incl HST		County approved
Blue Box (83 Litre)	6.20	6.20	0%	incl HST		County approved
Blue Box Lid (83 Litre)	2.70	2.70	0%	incl HST		County approved
Composter	10.00	10.00	0%	incl HST		County approved
Rain barrels	53.00	65.00	23%	incl HST		County approved
Green Cones	50.00	50.00	0%	incl HST		County approved
Fine - allow or permit an animal to trespass on private property	Fine - allow or permit an animal to trespass on private property	Fine - allow or permit an animal to trespass on private property		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - Fail to ensure that the animal enclosure is kept free of offensive odour	Fine - Fail to ensure that the animal enclosure is kept free of offensive odour	Fine - Fail to ensure that the animal enclosure is kept free of offensive odour		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - Fail to ensure that the animal enclosure is kept in a clean and sanitary condition	Fine - Fail to ensure that the animal enclosure is kept in a clean and sanitary condition	Fine - Fail to ensure that the animal enclosure is kept in a clean and sanitary condition		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - Fail to ensure that the nature and condition of the animal enclosure are such that the animal would not be harmed and its health would not be negatively affected	Fine - Fail to ensure that the nature and condition of the animal enclosure are such that the animal would not be harmed and its health would not be negatively affected	Fine - Fail to ensure that the nature and condition of the animal enclosure are such that the animal would not be harmed and its health would not be negatively affected		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - Fail to ensure the animal enclosure is such that the animal can be readily observed unless the natural habits of the animal require otherwise	Fine - Fail to ensure the animal enclosure is such that the animal can be readily observed unless the natural habits of the animal require otherwise	Fine - Fail to ensure the animal enclosure is such that the animal can be readily observed unless the natural habits of the animal require otherwise		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - fail to keep dog license fixed on dog/cat	Fine - fail to keep dog license fixed on dog/cat	Fine - fail to keep dog license fixed on dog/cat		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - fail to notify license issuer upon sale of puppy/kitten	Fine - fail to notify license issuer upon sale of puppy/kitten	Fine - fail to notify license issuer upon sale of puppy/kitten		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - Fail to obtain dog/cat license	Fine - Fail to obtain dog/cat license	Fine - Fail to obtain dog/cat license		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - fail to prevent an animal from running at large	Fine - fail to prevent an animal from running at large	Fine - fail to prevent an animal from running at large		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - Fail to provide animal with basic necessities	Fine - Fail to provide animal with basic necessities	Fine - Fail to provide animal with basic necessities		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - fail to remove or dispose of animal excrement forthwith	Fine - fail to remove or dispose of animal excrement forthwith	Fine - fail to remove or dispose of animal excrement forthwith		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - fail to renew dog/cat license	Fine - fail to renew dog/cat license	Fine - fail to renew dog/cat license		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - failing to muzzle potentially dangerous dog or dangerous dog	Fine - failing to muzzle potentially dangerous dog or dangerous dog	Fine - failing to muzzle potentially dangerous dog or dangerous dog		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - Failing to restrain dog from causing noise	Fine - Failing to restrain dog from causing noise	Fine - Failing to restrain dog from causing noise		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.

Non-Controlled Town Fees

Item	2022 Fee	Proposed 2023 Fee	% Change	Tax	Unit	Notes
Fine - failing to restrain potentially dangerous dog or dangerous dog	Fine - failing to restrain potentially dangerous dog or dangerous dog	Fine - failing to restrain potentially dangerous dog or dangerous dog		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - Failure to comply with conditions of muzzle order	Fine - Failure to comply with conditions of muzzle order	Fine - Failure to comply with conditions of muzzle order		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - Failure to ensure that the animal enclosure for every reptile/fish/amphibian has an enclosed space adequate for the needs of the species	Fine - Failure to ensure that the animal enclosure for every reptile/fish/amphibian has an enclosed space adequate for the needs of the species	Fine - Failure to ensure that the animal enclosure for every reptile/fish/amphibian has an enclosed space adequate for the needs of the species		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - Failure to ensure that the animal enclosure is escape-proof	Fine - Failure to ensure that the animal enclosure is escape-proof	Fine - Failure to ensure that the animal enclosure is escape-proof		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - Failure to ensure that the animal enclosure is of a size/in condition such that the animal may extend its lefs, wings and body to their full extent, stand sit and perch	Fine - Failure to ensure that the animal enclosure is of a size/in condition such that the animal may extend its lefs, wings and body to their full extent, stand sit and perch	Fine - Failure to ensure that the animal enclosure is of a size/in condition such that the animal may extend its lefs, wings and body to their full extent, stand sit and perch		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - failure to notify change of ownership of potentially dangerous dog or dangerous dog	Fine - failure to notify change of ownership of potentially dangerous dog or dangerous dog	Fine - failure to notify change of ownership of potentially dangerous dog or dangerous dog		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - failure to post sign	Fine - failure to post sign	Fine - failure to post sign		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - Failure to store feed in a rodent-proof container	Fine - Failure to store feed in a rodent-proof container	Fine - Failure to store feed in a rodent-proof container		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - forcibly trying to retrieve dog or cat from pound keeper or premises of pound keeper	Fine - forcibly trying to retrieve dog or cat from pound keeper or premises of pound keeper	Fine - forcibly trying to retrieve dog or cat from pound keeper or premises of pound keeper		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - Harbouring more than three dogs	Fine - Harbouring more than three dogs	Fine - Harbouring more than three dogs		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - Harbouring more than two cats	Fine - Harbouring more than two cats	Fine - Harbouring more than two cats		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - have dog on leash exceeding two metres	Fine - have dog on leash exceeding two metres	Fine - have dog on leash exceeding two metres		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - Keep animal in unsanitary conditions	Fine - Keep animal in unsanitary conditions	Fine - Keep animal in unsanitary conditions		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - Keeping more than ten pigeons	Fine - Keeping more than ten pigeons	Fine - Keeping more than ten pigeons		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - Keeping prohibited animals	Fine - Keeping prohibited animals	Fine - Keeping prohibited animals		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - keeping prohibited animals - agricultural lands	Fine - keeping prohibited animals - agricultural lands	Fine - keeping prohibited animals - agricultural lands		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - Offering for sale, selling, making available	Fine - Offering for sale, selling, making available	Fine - Offering for sale, selling, making available		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - operate a kennel without a license	Fine - operate a kennel without a license	Fine - operate a kennel without a license		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - restraining potentially dangerous dog or dangerous dog exceeding two feet in length	Fine - restraining potentially dangerous dog or dangerous dog exceeding two feet in length	Fine - restraining potentially dangerous dog or dangerous dog exceeding two feet in length		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.

Non-Controlled Town Fees

Item	2022 Fee	Proposed 2023 Fee	% Change	Tax	Unit	Notes
Fine - retrieve a dog and or cat from pound keeper without paying fees	Fine - retrieve a dog and or cat from pound keeper without paying fees	Fine - retrieve a dog and or cat from pound keeper without paying fees		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - unlawfully transferred dog/cat tag	Fine - unlawfully transferred dog/cat tag	Fine - unlawfully transferred dog/cat tag		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
AGCO Required Licences						
Raffle	3% of prize value	3% of prize value	0%	Exempt	each	Alcohol & Gaming Commission of Ontario (AGCO)
Bazaar	$10 per wheel, 3 wheels max	$10 per wheel, 3 wheels max	0%	Exempt	each	Alcohol & Gaming Commission of Ontario (AGCO)
Bazaar/Bingo	2 percent	2 percent	0%	Exempt	each	Alcohol & Gaming Commission of Ontario (AGCO)
Bazaar/Raffle	3% up to $5000	3% up to $5000	0%	Exempt	each	Alcohol & Gaming Commission of Ontario (AGCO)
Bingo Only	2% up to $5500	2% up to $5500	0%	Exempt	each	Alcohol & Gaming Commission of Ontario (AGCO)
Break Open @ other location	3% x # of units X total prize/unit	3% x # of units X total prize/unit	0%	Exempt	each	Alcohol & Gaming Commission of Ontario (AGCO)
Break Open @ own location	2% x # of units X total prize/unit	2% x # of units X total prize/unit	0%	Exempt	each	Alcohol & Gaming Commission of Ontario (AGCO)
Police						
Criminal Record, Police Record & Vulnerable Sector Check (Employment	25.00	25.00	0%	Exempt	each	
Duplicate Copy of Criminal and Police Record Check	5.00	5.00	0%	incl HST	each	
Criminal Record, Police Record & Vulnerable Sector Check (Volunteer)	FREE	FREE	0%	Exempt	each	
Fingerprints (OPP charge)	26.50	26.50	0%	incl HST	each	Fee Payable to Minister of Finance
Fingerprints (LIVESCAN - on behalf of RCMP)	25.00	25.00	0%	incl HST	each	Fee Payable to Minister of Finance
Occurrence Confirmation Reports/Incident Reports	42.25	42.25	0%	incl HST	each	
Statements	42.25	42.25	0%	incl HST	each	
Technical Traffic Collision Reports	565.00	565.00	0%	incl HST	each	
Reconstructionist Report	1,130.00	1,130.00	0%	incl HST	each	
False Alarm	200.00	200.00	0%		per incident	
False Alarm - appeal fee	45.00	45.00	0%		Non refundable	
PAID DUTY RELATED FEES						
Payable to Minister of Finance (Provincial in Nature)						
Administrative Fee (note 1)	68.50	68.50	0%	incl HST		
Hourly Vehicle Usage Fee (note 1)	28.25	28.25	0%	incl HST		
2014 Hourly Officer Rate - PDO (note 1)	73.60	73.60	0%	incl HST		
2014 Hourly Supervisor Rate - PDS (note 1)	83.17	83.17	0%	incl HST		
Owner dumping debris on own lands	Owner dumping debris on own lands	Owner dumping debris on own lands		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Owner failing to tag garbage	Owner failing to tag garbage	Owner failing to tag garbage		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Parking - double parking	Parking - double parking	Parking - double parking		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Parking - for longer period than provided	Parking - for longer period than provided	Parking - for longer period than provided		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Parking - in loading zone	Parking - in loading zone	Parking - in loading zone		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Parking - near fire hydrant	Parking - near fire hydrant	Parking - near fire hydrant		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Parking - no parking (2am-7am)	Parking - no parking (2am-7am)	Parking - no parking (2am-7am)		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Parking - Obstructing Traffic	Parking - Obstructing Traffic	Parking - Obstructing Traffic		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.

Non-Controlled Town Fees

Item	2022 Fee	Proposed 2023 Fee	% Change	Tax	Unit	Notes
Parking - parking in handicapped parking space without permit	Parking - parking in handicapped parking space without permit	Parking - parking in handicapped parking space without permit		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Parking - Parking/standing in fire route	Parking - Parking/standing in fire route	Parking - Parking/standing in fire route		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Parking - prohibited area	Parking - prohibited area	Parking - prohibited area		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Parking - too close to corner	Parking - too close to corner	Parking - too close to corner		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Parking - too close to curb	Parking - too close to curb	Parking - too close to curb		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Parking - Wrong side of road	Parking - Wrong side of road	Parking - Wrong side of road		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Person assisting dumping debris on private lands	Person assisting dumping debris on private lands	Person assisting dumping debris on private lands		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Person dumping debris on private/public lands	Person dumping debris on private/public lands	Person dumping debris on private/public lands		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Person fail to immediate remove debris	Person fail to immediate remove debris	Person fail to immediate remove debris		Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Owner - fail to tag garbage				exempt	Schedule V Part VI (ETA)- Exempt	Schedule V Part VI (ETA)- Exempt
Fail to enclose swimming pool during construction	350.00	350.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fail to properly enclose swimming pool with temporary enclosure	350.00	350.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Permit construction of swimming pool not completely enclosed with swimming pool enclosure	350.00	350.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fail to equip hydro massage pool with secure cover	350.00	350.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fail to equip swimming pool gate with self-closing device	350.00	350.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fail to equip swimming pool gate with self-latching device	350.00	350.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fail to equip swimming pool gate with operable lock	350.00	350.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fail to maintain swimming pool fence to a safe condition and good repair	350.00	350.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Construct or permit swimming pool enclosure not in compliance with height requirement	350.00	350.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Did erect or alter a sign in the Town of Tillsonburg before obtaining a permit from the Chief Building Official	200.00	200.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Did erect or permit community bulletin sign on town property, without town approval	200.00	200.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Did erect a temporary community sign, without town approval	200.00	200.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Did erect a mobile sign – closer than 30.0 meters or (98.44 ft) from any other mobile sign	100.00	100.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Did erect or display a mobile sign that is not located on the same property as the business which it is advertising.	100.00	100.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Did erect a prohibited sign on land owned by the Town	200.00	200.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.

Non-Controlled Town Fees

Item	2022 Fee	Proposed 2023 Fee	% Change	Tax	Unit	Notes
Did erect a sidewalk sign on a public street and did not position as to provide a minimum of 1.5 meters of unobstructed sidewalk space	100.00	100.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Did erect a sign located on a premise which does not specifically identify or advertise a business, service, or occupant of the premises where it is located	100.00	100.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Did erect a vehicle/trailer sign on a non-motorized vehicle, where the purpose of the sign meets the definition of a sign under the By-law	100.00	100.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Operate a vehicle for hire without a licence.	250.00	250.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Operate vehicle not licenced as a vehicle for hire.	250.00	250.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Failure to display taxicab plate.	250.00	250.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Failure to submit vehicle for inspection.	250.00	250.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Failure to produce licence upon demand.	250.00	250.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Permit smoking in taxicab.	250.00	250.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Failure to display tariff card.	250.00	250.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Charge fare not prescribed in fare schedule.	250.00	250.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fail to accept service animal into taxicab.	400.00	400.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Smoke on town walkway	105.00	105.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Smoke within 9 m of any town facility entrance or exit	105.00	105.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Smoke within 9 metres of Library Lane entrance	105.00	105.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Smoke within 9 metres of Town Centre Mall	105.00	105.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.

THE CORPORATION OF THE TOWN OF TILLSONBURG

BY-LAW 2022-085

A By-Law to confirm the proceedings of Council at its meeting held on December 12, 2022.

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;

BE IT THEREFORE ENACTED by the Council of the Corporation of the Town of Tillsonburg as follows:

1. All actions of the Council of The Corporation of the Town of Tillsonburg at its meeting held on December 12, 2022, with respect to every report, motion, by-law, or other action passed and taken by the Council, including the exercise of natural person powers, are hereby adopted, ratified and confirmed as if all such proceedings were expressly embodied in this or a separate by-law.
2. The Mayor and Clerk are authorized and directed to do all the things necessary to give effect to the action of the Council of The Corporation of the Town of Tillsonburg referred to in the preceding section.
3. The Mayor and the Clerk are authorized and directed to execute all documents necessary in that behalf and to affix thereto the seal of The Corporation of the Town of Tillsonburg.
4. That this By-Law shall come into force and take effect on the date it is passed.

READ A FIRST AND SECOND TIME THIS 12TH DAY OF DECEMBER, 2022.

READ A THIRD AND FINAL TIME AND PASSED THIS 12TH DAY OF DECEMBER, 2022.

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MAYOR – Deb Gilvesy

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CLERK – Kyle Pratt