

The Corporation of the Town of Tillsonburg

Council Meeting

AGENDA



Monday, February 10, 2025
5:15 PM
LPRCA
4 Elm St
Tillsonburg

1. **Call to Order**

2. **Closed Session 5:15 p.m.**

Moved By: _____

Seconded By: _____

THAT Council move into Closed Session to consider the following:

Item 2.4.1 Offers to Purchase - Portion of Moose Street Right-of-Way - CLD-EDM-25-002
239 (2) (c) a proposed or pending acquisition or disposition of land by the municipality or local board;

239 (2) (j) 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;

Item 2.4.2 Updated Offer - Portion of Ground Lease Lands - CLD-EDM-25-003
239 (2) (c) a proposed or pending acquisition or disposition of land by the municipality or local board;

239 (2) (f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose;

2.1 **Adoption of Agenda**

2.2 **Disclosures of Pecuniary Interest and the General Nature Thereof**

2.3 **Adoption of Closed Council Minutes**

2.4 Reports

2.4.1 Offers to Purchase - Portion of Moose Street Right-of-Way - CLD-EDM-25-002

239 (2) (c) a proposed or pending acquisition or disposition of land by the municipality or local board;

239 (2) (j) 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;

2.4.2 Updated Offer - Portion of Ground Lease Lands - CLD-EDM-25-003

239 (2) (c) a proposed or pending acquisition or disposition of land by the municipality or local board;

239 (2) (f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose;

2.5 Back to Open Session

3. Moment of Silence

4. Adoption of Agenda 6:00 p.m.

Moved By: _____

Seconded By: _____

THAT the agenda for the Council meeting of February 10, 2025, be approved.

5. Disclosures of Pecuniary Interest and the General Nature Thereof

6. Adoption of Council Minutes of Previous Meeting

Moved By: _____

Seconded By: _____

THAT the Council meeting minutes dated January 27, 2025, be approved.

7. Presentations

8. Public Meetings

8.1 Application for Zoning By-law Amendment ZN 7-24-15 – Peters Fine Products Inc.

Moved By: _____

Seconded By: _____

THAT Council approve the Zoning By-law Amendment application submitted by Peters Fine Products Inc., for lands legally described as Lots 28 and 29, Plan 41M-144 in the Town of Tillsonburg, to remove the Holding Provisions from lands as identified on Plate 3 of Report No. CP 2025-48.

8.2 Application for Zone Change ZN 7-24-16 – Trevalli Homes Limited

Moved By: _____

Seconded By: _____

THAT Council approve the zone change application submitted by Trevalli Homes Limited, whereby the lands described as Lots 27, 53 and Lots 64-76, Plan 41M-144, known municipally as 6,8,10,12,14,16,18,20,22,23,24,26,28,30,43 Hemlock Drive and 20 Walnut Drive in the Town of Tillsonburg are to be rezoned from 'Low Density Residential – Type 1A Zone (R1A)' to 'Special Low Density Residential Type 1A Zone (R1A-23)' to permit a reduced minimum front yard depth of 6 m (19.7 ft) and a reduced minimum rear yard depth of 9 m (29.5 ft).

9. Planning Reports

10. Delegations

10.1 Tabitha Verbuyst, Community Pantry Committee Re: Proposal for Community Pantry

Moved By: _____

Seconded By: _____

THAT the delegation from Tabitha Verbuyst of the Community Pantry Committee regarding the proposed Community Pantry, be received as information.

11. Deputation(s) on Committee Reports

11.1 Museum, Culture, Heritage and Special Awards Advisory Committee Recommendation - CS-25-004

Moved By: _____

Seconded By: _____

THAT report CS 2025-004 titled "Museum, Culture, Heritage and Special Awards Advisory Committee Recommendation" be received as information; and

THAT Council approves the recommendation of the Museum, Culture, Heritage and Special Awards Advisory Committee as follows:

THAT Staff be directed to advertise for applications to the Founder's Day Subcommittee and that a report to endorse members be brought forward to Council.

12. Information Items

12.1 Request the Redistribution of the Provincial Land Transfer Tax and GST to Municipalities for Sustainable Infrastructure Funding

Moved By: _____

Seconded By: _____

THAT Council receive for information item 12.1 Request the Redistribution of the Provincial Land Transfer Tax and GST to Municipalities for Sustainable Infrastructure Funding.

13. Staff Reports

13.1 Chief Administrative Officer

13.2 Corporate Services

13.2.1 Agreement Authority for Execution - CS-25-005

Moved By: _____

Seconded By: _____

- A. THAT report CS 25-005 titled Agreement Authority for Execution be received; and
- B. THAT a by-law to authorize the Mayor and Clerk to execute the Mobile Crisis Response Team (MCRT) Enhancement Grant Transfer Payment Agreement, be presented to Council for consideration.

13.3 Economic Development

13.3.1 Grant of Easement to Oxford County - 1040 Progress Drive Property - EDM-25-005

Moved By: _____

Seconded By: _____

- A. THAT report EDM 25-005 titled "Grant of Easement to Oxford County – 1040 Progress Drive Property" be received; and,
- B. THAT a 5 metre easement for the purpose of allowing the possibility of future water main looping along the West side of the 1040 Progress Drive property be granted to Oxford County; and,
- C. THAT a by-law be brought forward authorizing the Mayor and Clerk to execute any required documents, including easement and closing agreements, to effect the placement of the easement.

13.4 Finance

13.5 Fire and Emergency Services

13.6 Operations and Development

13.6.1 Bradburn Subdivision Municipal Drain - Partial Abandonment - OPD-25-007

Moved By: _____

Seconded By: _____

- A. THAT report OPD 25-007 titled “Bradburn Subdivision Municipal Drain – Partial Abandonment” be received as information;
- B. THAT Council proceed with the partial abandonment of the Bradburn Subdivision Municipal Drain (the Drain) and pass a by-law pursuant to Section 84(5) of the Drainage Act; and
- C. THAT a by-law to authorize the Director of Operations and Development and Clerk to execute an agreement with The Pentecostal Assemblies of Canada (the Church) for the maintenance of the existing drain outlet, be presented to Council for consideration.

13.7 Recreation, Culture and Parks

13.7.1 LiveBarn Video Streaming - RCP-25-010

Moved By: _____

Seconded By: _____

- A. THAT report RCP-25-010 titled “LiveBarn Video Streaming” be received as information; and
- B. THAT Council endorse the addition of LiveBarn Video Streaming in the Memorial and Community Arena’s at the Tillsonburg Community Centre; and
- C. THAT a by-law to authorize the Mayor and Clerk to execute an agreement with LiveBarn Video Streaming for a six-year term, be presented to Council for consideration.

14. New Business

15. Consideration of Minutes

15.1 Advisory Committee Minutes

Moved By: _____

Seconded By: _____

THAT Council receive the following advisory committee minutes as information:

- Recreation and Sports Advisory, January 9, 2025;
- Parks, Beautification and Cemeteries Advisory Committee, November 26, 2024;
- Affordable and Attainable Housing Committee, January 29, 2025;
- Economic Development Advisory Committee, January 14, 2025;
- Community Health Care Committee Meeting Minutes, January 7, 2025.

16. Motions/Notice of Motions

16.1 Deputy Mayor Beres - Advocating land transfer tax and HST motions to municipalities

Moved By: Deputy Mayor Beres

Seconded By: _____

Whereas municipalities face growing infrastructure needs, including roads, bridges, public transit, water systems, and other critical services, which are essential to community well-being and economic development; and

Whereas the current sources of municipal revenue, including property taxes and user fees, are insufficient to meet these increasing demands for infrastructure investment; and

Whereas the Province of Ontario currently collects the Land Transfer Tax (LTT) on property transactions in municipalities across the province, generating significant revenue that is not directly shared with municipalities; and

Whereas the Federal Government collects the Goods and Services Tax (GST) on property transactions, a portion of which could be directed to municipalities to address local infrastructure needs; and

Whereas redistributing a portion of the Provincial Land Transfer Tax and GST to municipalities would provide a predictable and sustainable source of funding for local infrastructure projects without creating a new tax burden on residents or homebuyers; and

Whereas a redistribution of a portion of the existing Land Transfer Tax and GST would allow municipalities to better plan and invest in long-term infrastructure initiatives, supporting local economic growth and improving the quality of life for residents;

1. Now Therefore Be It Hereby Resolved That Tillsonburg Town Council formally requests the Provincial Government to consider redistributing a

portion of the Land Transfer Tax collected on property transactions to municipalities; and

2. Be It Further Resolved That Tillsonburg Town Council calls on the Federal Government to allocate a percentage of the GST collected on property sales to municipalities; and
3. Be It Further Resolved That this redistribution of the Land Transfer Tax and GST should be structured to provide predictable and sustainable funding to municipalities, allowing for better long-term planning and investment in infrastructure projects that benefit local communities, thus ensuring that local governments receive a fair share of the revenue to address critical infrastructure needs; and
4. Be It Further Resolved That copies of this resolution be forwarded to Prime Minister Justin Trudeau, Premier Doug Ford, the Ontario Minister of Finance, the Minister of Municipal Affairs and Housing, local Members of Parliament (MPs) and Members of Provincial Parliament (MPPs); and
5. Be It Further Resolved That copies of this resolution be forwarded to all 444 Municipalities in Ontario, the Federation of Canadian Municipalities (FCM), and the Association of Municipalities of Ontario (AMO) for their endorsement and advocacy.

17. Resolutions/Resolutions Resulting from Closed Session

18. By-Laws

- 18.1 2025-013, to amend Zoning By-Law Number 3295, as amended (ZN 7-24-15)
- 18.2 2025-014, to amend Zoning By-Law Number 3295, as amended (ZN 7-24-16)
- 18.3 2025-015, to abandon part of the Bradburn Subdivision Municipal Drain
- 18.4 2025-016, to authorize the Bradburn Drain Mutual Agreement with The Pentecostal Assemblies of Canada
- 18.5 2025-017, to authorize the Mobile Crisis Response Team (MCRT) Enhancement Grant Transfer Payment Agreement
- 18.6 2025-018, to authorize an agreement with LiveBarn Inc.
- 18.7 2025-019, to authorize an easement agreement with the County of Oxford

Moved By: _____

Seconded By: _____

THAT the following By-Laws be read for a first, second, third and final reading and

that the Mayor and Clerk be and are hereby authorized to sign the same, and place the corporate seal thereunto:

2025-013, to amend Zoning By-Law Number 3295, as amended (ZN 7-24-15); and

2025-014, to amend Zoning By-Law Number 3295, as amended (ZN 7-24-16); and

2025-015, to abandon part of the Bradburn Subdivision Municipal Drain; and

2025-016, to authorize the Bradburn Drain Mutual Agreement with The Pentecostal Assemblies of Canada; and

2025-017, to authorize the Mobile Crisis Response Team (MCRT) Enhancement Grant Transfer Payment Agreement; and

2025-018, to authorize an agreement with LiveBarn Inc.; and

2025-019, to authorize an easement agreement with the County of Oxford.

19. Confirm Proceedings By-law

Moved By: _____

Seconded By: _____

THAT By-Law 2025-020, to confirm the proceedings of the Council Meeting held on February 10, 2025, be read for a first, second and third and final reading and that the Mayor and the Clerk be and are hereby authorized to sign the same, and place the corporate seal thereunto.

20. Items of Public Interest

21. Adjournment

Moved By: _____

Seconded By: _____

THAT the Council meeting of February 10, 2025, be adjourned at ____ p.m.

The Corporation of the Town of Tillsonburg
Council Meeting
MINUTES



Monday, January 27, 2025
5:30 PM
LPRCA
4 Elm St
Tillsonburg

ATTENDANCE: Mayor Gilvesy (Chair)
Deputy Mayor Beres
Councillor Luciani
Councillor Parker
Councillor Parsons
Councillor Rosehart
Councillor Spencer

Staff: Kyle Pratt, Chief Administrative Officer
Renato Pullia, Director of Finance/Treasurer
Cephas Panschow, Development Commissioner
Andrea Greenway, Director of Recreation, Culture and Parks
Chris Baird, Acting Director of Operations and Development
Laura Pickersgill, Executive Assistant
Amelia Jaggard, Deputy Clerk

1. Call to Order

The meeting commences at 5:30 p.m. with Mayor Gilvesy presiding.

2. Closed Session (5:30 p.m.)

Resolution # 2025-024

Moved By: Deputy Mayor Beres

Seconded By: Councillor Rosehart

THAT Council move into Closed Session to consider the following:

Item 2.4.1 Integrity Commissioner and Closed Meeting Investigator Services - CLD-CS-25-001

239 (2) (i) a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization;

Carried

2.1 Adoption of Agenda

2.2 Disclosures of Pecuniary Interest and the General Nature Thereof

2.3 Adoption of Closed Council Minutes

2.4 Reports

2.4.1 Integrity Commissioner and Closed Meeting Investigator Services - CLD-CS-25-001

2.5 Back to Open Session

3. Moment of Silence

4. Adoption of Agenda (6:00 p.m.)

Resolution # 2025-025

Moved By: Deputy Mayor Beres

Seconded By: Councillor Rosehart

THAT the agenda for the Council meeting of January 27, 2025, be approved with the following amendments:

- A. Agenda item 14.6.3 (OPD-24-058) to be dealt with following agenda item 10.1 (Deputation Re: OPD-24-058); and
- B. Agenda item 14.4.2 (2025 Budget FIN-25-005) to be dealt with following agenda item 14.7.4 (RCP-25-007).

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 # 2025-026

Moved By: Councillor Rosehart

Seconded By: Councillor Spencer

THAT the Council meeting minutes dated January 13, 2025, be approved.

Carried

7. Presentations

8. Public Meetings

8.1 Applications for Consent B24-62-7; B24-63-7; and B24-64-7, 1 Simcoe Street (Harvest Ave. Inc.)

Marc Davidson, Senior Development Planner, provided an overview of the application. Staff recommend support of the applications.

Opportunity was provided for questions from Council.

Mike Serra, Agent for the Applicant, attended to speak in favour of the application.

No members of the public appeared before Council in favour or in opposition to the application.

Resolution # 2025-027

Moved By: Councillor Luciani

Seconded By: Councillor Parsons

THAT Council advise the Oxford County Land Division Committee that the Town supports the Applications for Consent B24-62-7, B24-63-7 and B24-64-7 submitted by GSP Group, on behalf of Harvest Ave. Inc. for lands described as Part of Lot 24, Plan 1653, Part 7, 41R-8458 in the Town of Tillsonburg, subject to the conditions as identified in staff report CP 2025-33.

Carried

Resolution # 2025-028

Moved By: Councillor Rosehart

Seconded By: Councillor Parsons

THAT Council move into the Committee of Adjustment to hear an application for Minor Variance at 6:07 p.m.

Carried

8.2 Application for Minor Variance A13-24, 25 William Street (Lofthouse)

Marc Davidson, Senior Development Planner, provided an overview of the application. Staff recommend approval of the application.

Opportunity was provided for questions from Council.

Chad Lofthouse, Applicant, was in attendance.

No members of the public appeared before Council in favour or in opposition to the application.

Resolution # 2025-029

Moved By: Councillor Parker

Seconded By: Councillor Luciani

THAT the Committee of Adjustment approve Application File A13-24t, submitted by Chad Lofthouse, for lands described as Lot 75, Plan 41M-143, 25 William Street, Town of Tillsonburg, as it relates to:

1. Relief from Section 5.1.1.4 – Accessory Uses, Buildings, Structures – Table 5.1.1.4: Regulations for Accessory Buildings and Structures, to reduce the minimum required interior side yard setback for a pool shed from 1.2 metres (3.9 feet) to 0.66 metres (2.1 feet); and
2. Relief from Section 5.1.2 – Exceptions – Table 5.1.2 Accessory Use Exceptions and Related Provisions, to reduce the minimum required side yard setback for pool equipment from 1.2 metres (3.9 feet) to 0.66 metres (2.1 feet);

Subject to the conditions as included in report CP 2025-35.

Carried

Resolution # 2025-030

Moved By: Councillor Rosehart

Seconded By: Councillor Spencer

THAT Council move out of the Committee of Adjustment and move back into regular Council session at 6:11 p.m.

Carried

9. Planning Reports

10. Delegations

10.1 Deputation Request - Alex Muirhead and Will Hayhoe Re: Rolling Meadows Subdivision - Agreement re Stormwater Management Pond and Trail Enhancements OPD-24-058

Will Hayhoe, Hayhoe Homes, attended before Council to support the recommendation as presented in staff report OPD 24-058.

Opportunity was provided for questions from Council.

Resolution # 2025-031

Moved By: Councillor Spencer

Seconded By: Councillor Parker

THAT the deputation by Alex Muirhead and Will Hayhoe Re: Rolling Meadows Subdivision - Agreement re Stormwater Management Pond and Trail Enhancements OPD-24-058, be received as information.

Carried

Agenda item 14.6.3 (OPD-24-058) dealt with next.

10.2 Paul Woods Re: Memorial Bench Pricing

Paul Woods attended before Council to request that the Town honour the memorial bench pricing of the year 2022, being the year in which Mr. Woods requested to be added to the memorial bench waitlist.

Opportunity was provided for questions from Council.

Staff noted that the program pricing increased in 2023 to cover the cost of the bench and the installation; the previous pricing did not cover the associated installation costs.

Moved By: Councillor Parker

Seconded By: Deputy Mayor Beres

A. THAT the delegation from Paul Woods Re: Memorial Bench Pricing, be received as information; and

B. THAT the Town honour the 2022 memorial bench price of \$2486 on a one-time basis.

A referral was presented.

Resolution # 2025-033

Moved By: Councillor Spencer

Seconded By: Councillor Rosehart

THAT Council refer the information to staff for a report to inform Council of the number of benches sold and at what cost, since the year 2022, as well as a status update on the waitlist.

Carried

11. Deputation(s) on Committee Reports

11.1 Updated Municipal Naming Policy - RCP-25-008

Resolution # 2025-034

Moved By: Deputy Mayor Beres

Seconded By: Councillor Parsons

- A. THAT report RCP 25-008 titled "Updated Municipal Naming Policy" be received as information; and
- B. THAT Council approve the recommendation of the Recreation & Sports Advisory Committee as follows: THAT the Recreation & Sports Advisory Committee recommends that Council adopt the updated and revised Municipal Naming Policy; and
- C. THAT a By-Law to adopt a municipal naming policy be presented for Council consideration.

Carried

12. Information Items

12.1 Letter to Council Re: Mayors Levee John Armstrong

12.2 Ministry of Rural Affairs Re: Ontario's Rural Economic Development Strategy

12.3 Industrial Inquiry Commission Reviewing Canada Post

Resolution # 2025-035

Moved By: Councillor Spencer

Seconded By: Councillor Parker

THAT Council receive the following items as information:

12.1 Letter to Council Re: Mayors Levee John Armstrong;

12.2 Ministry of Rural Affairs Re: Ontario's Rural Economic Development Strategy;

12.3 Industrial Inquiry Commission Reviewing Canada Post.

Carried

13. Mayor's Reports

13.1 ROMA Delegations

Resolution # 2025-036

Moved By: Councillor Rosehart

Seconded By: Councillor Parker

THAT Report MYR 25-01 be received as information.

Carried

14. Staff Reports

14.1 Chief Administrative Officer

14.2 Corporate Services

14.2.1 Integrity Commissioner and Closed Meeting Investigator Services - CS-25-003

Resolution # 2025-037**Moved By:** Councillor Luciani**Seconded By:** Councillor Parsons

- A. THAT report CS 25-003 Integrity Commissioner and Closed Meeting Investigator Services be received as information; and
- B. THAT Council authorize a single-source procurement per Sec. 2B(g) and Sec. 6(b) of Procurement Policy 5-006; and
- C. THAT a by-law to appoint Aird and Berlis LLP as the Integrity Commissioner and Closed Meeting Investigator for a term ending May 31, 2027, be presented to Council for enactment; and
- D. THAT the Chief Administrative Officer and Clerk be authorized to execute agreements related thereto.

Carried**14.3 Economic Development****14.4 Finance****14.4.1 2025 Rates and Fees By-law Update Report - FIN-25-003****Resolution # 2025-038****Moved By:** Deputy Mayor Beres**Seconded By:** Councillor Parker

- A. THAT Council receives report FIN-25-003 2025 Rates & Fees By-law Update; and
- B. THAT a By-Law to provide a schedule of rates & fees for certain municipal applications, services, and permits for 2025, and to repeal and replace such previous by-law, be brought forward for Council consideration.

Carried**14.4.2 2025 Budget Summary and Approval - FIN-25-005**

This item was considered following Agenda Item 14.7.4.

Council recessed at 7:48 p.m.

Council resumed at 7:55 p.m.

Opportunity was provided for comments and questions from Council.

Resolution # 2025-045

Moved By: Councillor Spencer

Seconded By: Councillor Rosehart

- A. THAT Report # FIN-25-005 2025 Budget Summary and Approval Report be received as information; and
- B. THAT an amount of \$9,000 be approved to be added to the budget to support the Turtlefest for 2025 from the Tax Rate Stabilization Reserve and that the Turtlefest Committee be required to adhere to the Town Grants Program Policy reporting requirements; and
- C. THAT the 2025 Total Budget of \$42,727,162 with \$22,322,832 from taxation, comprised of an Operating Budget of \$31,691,062 with a levy of \$18,617,532, and a Capital Budget of \$11,036,100 with a levy of \$3,705,300, be approved;
- D. THAT upon finalization of the County's 2025 tax policy decisions, a By-Law be brought forward setting the 2025 Property Tax Rates.

Carried

14.5 Fire and Emergency Services

14.6 Operations and Development

14.6.1 Bad Faith Renovictions - OPD-25-003

Resolution # 2025-039

Moved By: Councillor Parker

Seconded By: Deputy Mayor Beres

THAT report OPD 25-003 titled "Bad Faith Renovictions" be received as information.

Carried

14.6.2 By-Law Enforcement Officer Appointment - OPD-25-004

Resolution # 2025-040

Moved By: Councillor Luciani

Seconded By: Councillor Rosehart

- A. THAT report titled OPD 25-004 “By-Law Enforcement Officer Appointment” be received as information; and
- B. THAT a By-Law to appoint Matthew MacAusland as a Municipal Law Enforcement Officer for the Town of Tillsonburg be brought forward for Council consideration.

Carried

14.6.3 Rolling Meadows Subdivision - Agreement re Stormwater Management Pond and Trail Enhancements - OPD-24-058

This item was considered following Agenda Item 10.1.

Resolution # 2025-032

Moved By: Councillor Spencer

Seconded By: Councillor Parsons

- A. THAT report OPD 24-058 titled “Rolling Meadows Subdivision – Agreement re Stormwater Management Pond and Trail Enhancements” be received as information;
- B. THAT Council waive the provisions of By-Law 2021-031 and authorize the sale of Town Lands (Portions of Block 22 of 41M-148 and Block A of M16) directly to Performance Communities Realty Inc. (PCRI) in the amount of \$2 (Two Dollars) and that a by-law to authorize the agreement of purchase and sale be presented at a future meeting of Council;
- C. THAT Council authorize a Stormwater Management Pond oversizing contribution of \$125,000 to PCRI as intended and approved in the Town’s 2025 Budget; and

- D. THAT Council authorize the Director of Operations and Development to execute an Agreement with PCRI for the Town's Stormwater Management Pond oversizing contribution, such Agreement to include PCRI's donation of \$50,000 to be allocated for approved Trail Enhancements on Block 22 of 41M-148 and Block A of M16.

Carried

14.7 Recreation, Culture and Parks

14.7.1 Cemetery Lots Requirements - RCP-25-001

There was discussion regarding the further review of the requirements of section 13 Care of Lots - Flowers, to consider efficiencies in regards to the requirements related to flowers/potted plants and wreaths/toppers.

Resolution # 2025-041

Moved By: Councillor Rosehart

Seconded By: Councillor Parker

- A. THAT report RCP 25-001 titled "Cemetery By-Law Lots Requirements" be received as information; and
- B. THAT the Cemetery By-Law *Section 13 Care of Lots – Flowers* requirements be reviewed by the Parks, Beautification and Cemeteries Advisory Committee and staff, for recommendations on finding efficiencies and that a report be brought back to Council.

Carried

14.7.2 Library Lane Walkway - RCP-25-003

There was discussion regarding considering the recent Library Lane redesign concepts as part of the overall discussion of the walkway.

Resolution # 2025-042

Moved By: Councillor Parker

Seconded By: Councillor Rosehart

THAT report RCP 25-003 titled “Library Lane Walkway” be referred back to staff to consider recent plans/renderings for the Library Lane Walkway and that staff report back to Council with these plans taken into consideration.

Carried

14.7.3 Station Arts MOU - final - RCP-25-006

Resolution # 2025-043

Moved By: Councillor Spencer

Seconded By: Councillor Luciani

- A. THAT report 25-006 titled “Station Arts MOU – Final” be received as information; and
- B. THAT a by-law to authorize a Memorandum of Understanding (MOU) with the Tillsonburg District Craft Guild (Station Arts Centre) be presented to Council for consideration, and
- C. THAT in addition to the MOU's 2025 amount, Council approve an additional one-time funding grant of \$7,844.00 for the year 2025 and that it be funded from the Tax Rate Stabilization Reserve.

Carried

14.7.4 Waiving of Facility Rental Fees Policy - RCP-25-007

Resolution # 2025-044

Moved By: Councillor Parker

Seconded By: Councillor Parsons

- A. THAT report RCP 25-007 titled “Waiving of Facility Rental Fees Policy” be received as information; and
- B. THAT the Waiving of Facility Rental Fees Policy, as attached to Report RCP 25-007, be approved; and
- C. THAT a by-law to adopt the Waiving of Facility Rental Fees Policy be presented to Council for consideration

Carried

Agenda item 14.4.2 (2025 Budget FIN-25-005) dealt with next.

15. New Business

16. Consideration of Minutes

16.1 Advisory Committee Minutes

Resolution # 2025-046

Moved By: Councillor Rosehart

Seconded By: Councillor Parker

THAT Council receive the January 8, 2025 Youth Advisory Council Minutes as information.

Carried

16.2 Oxford O.P.P. Detachment Board Tillsonburg Minutes

Resolution # 2025-047

Moved By: Deputy Mayor Beres

Seconded By: Councillor Spencer

THAT Council receives the Oxford O.P.P. Detachment Board Tillsonburg minutes dated December 18, 2024, as information.

Carried

17. Motions/Notice of Motions

18. Resolutions/Resolutions Resulting from Closed Session

19. By-Laws

19.1 By-Law 2025-007, to appoint Aird and Berlis LLP as the Integrity Commissioner and Closed Meeting Investigator for the the Corporation of the Town of Tillsonburg and to repeal By-Law 2023-107

19.2 By-Law 2025-008, to appoint a Municipal Law Enforcement Officer for the Town of Tillsonburg

19.3 By-Law 2025-009, to authorize a Memorandum of Understanding (MOU) with the Tillsonburg District Craft Guild (Station Arts Centre)

19.4 By-Law 2025-010, to adopt a municipal naming policy and to repeal By-Law 4012

19.5 By-Law 2025-011, to adopt a waiving of facility rental fees policy

19.6 By-Law 2025-012, to provide a schedule of fees for certain municipal applications, services and permits

Resolution # 2025-048

Moved By: Councillor Spencer

Seconded By: Councillor Rosehart

THAT the following By-Laws be read for a first, second, third and final reading and that the Mayor and Clerk be and are hereby authorized to sign the same, and place the corporate seal thereunto:

By-Law 2025-007, to appoint Aird and Berlis LLP as the Integrity Commissioner and Closed Meeting Investigator for the the Corporation of the Town of Tillsonburg and to repeal By-Law 2023-107; and

By-Law 2025-008, to appoint a Municipal Law Enforcement Officer for the Town of Tillsonburg; and

By-Law 2025-009, to authorize a Memorandum of Understanding (MOU) with the Tillsonburg District Craft Guild (Station Arts Centre); and

By-Law 2025-010, to adopt a municipal naming policy and to repeal By-Law 4012; and

By-Law 2025-011, to adopt a waiving of facility rental fees policy; and

By-Law 2025-012, to provide a schedule of fees for certain municipal applications, services and permits.

Carried

20. Confirm Proceedings By-law

Resolution # 2025-049

Moved By: Councillor Rosehart

Seconded By: Councillor Luciani

THAT By-Law 2025-006, to confirm the proceedings of the Council Meeting held on January 27, 2025, be read for a first, second and third and final reading and

that the Mayor and the Clerk be and are hereby authorized to sign the same, and place the corporate seal thereunto.

Carried

21. Items of Public Interest

This portion of the meeting not recorded.

22. Adjournment

Resolution # 2025-050

Moved By: Councillor Luciani

Seconded By: Councillor Parsons

THAT the Council meeting of January 27, 2025, be adjourned at 8:20 p.m.

Carried

To: Mayor and Members of Tillsonburg Council

From: Marc Davidson, Senior Development Planner, Community Planning

Application for Zoning By-law Amendment ZN 7-24-15 – Peters Fine Products Inc.

REPORT HIGHLIGHTS

- The application for amendment to the Zoning By-law proposes to remove the Holding provision from two (2) residential lots within the Oak Park Estates residential subdivision. The appropriate servicing works and development agreements have been completed, and the Owner has entered into a cost-recovery Agreement with the County of Oxford to repay the debenture owing. Removal of the holding provision will allow for the issuance of building permits.
- Planning staff are recommending approval of the application, as sufficient water and wastewater capacity is available for the development, and all necessary development agreements have been completed.

DISCUSSION

Background

OWNER/APPLICANT: Peters Fine Products Inc.
3650 Highway #59, Langton, ON N0E 4H8

LOCATION:

The subject lands are described as Lots 28 and 29, Plan 41M-144 in the Town of Tillsonburg. The lands are located on the west side of Hemlock Drive, west of William Street and east of Chestnut Drive, and are known municipally as 16 and 18 Walnut Drive.

COUNTY OF OXFORD OFFICIAL PLAN:

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

TOWN OF TILLSONBURG ZONING BY-LAW NO. 3295:

Existing Zoning: 'Low Density Residential - Type 1 Holding Zone (R1A (H))'

Proposed Zoning: 'Low Density Residential - Type 1 Zone (R1A)'

PROPOSAL:

The purpose of the zone change application is to remove the holding provisions from the subject lands to allow for the future construction of two (2) single detached dwellings.

Surrounding uses include low density development to the north, west, and east in the form of single detached dwellings, and some vacant residential lots to the west (zoned 'R1A-23', which permits single detached dwellings), and an Institutional use to the south east in the form of a place of worship (zoned 'Minor Institutional Zone (IN1)').

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

Plate 2 – 2020 Aerial Map, provides an aerial view of the subject property and the existing zoning in the immediate vicinity.

Plates 3A and 3B, Applicant's Sketch depict the properties from which the holding provisions will be removed, as submitted by the Applicant.

Application Review

2024 PROVINCIAL PLANNING STATEMENT (PPS):

The Provincial Planning Statement is a policy statement issued under Section 3 of the Planning Act that came into effect on October 20, 2024. The PPS applies to all decisions in respect of the exercise of any authority that affects a planning matter made on or after October 20, 2024.

Section 1, Introduction, states that a prosperous and successful Ontario will also support a strong and competitive economy that is investment-ready and recognized for its influence, innovation and diversity. Ontario's economy will continue to mature into a centre of industry and commerce of global significance. Central to this success will be the people who live and work in this province.

Section 2.2 provides that planning authorities shall provide for an appropriate range and mix of housing options and densities to meet projected needs of current and future residents of the immediate area by:

- a) establishing and implementing minimum targets for the provision of housing that is affordable to low and moderate income households, and coordinating land use planning and planning for housing with Service Managers to address the full range of housing options including affordable housing needs;
- b) permitting and facilitating:

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COMMUNITY PLANNING
Council Date: February 10, 2025

1. all housing options required to meet the social, health, economic and wellbeing requirements of current and future residents, including additional needs housing and needs arising from demographic changes and employment opportunities; and
 2. all types of residential intensification, including the development and redevelopment of underutilized commercial and institutional sites (e.g., shopping malls and plazas) for residential use, development and introduction of new housing options within previously developed areas, and redevelopment, which results in a net increase in residential units in accordance with policy 2.3.1.3;
- c) promoting densities for new housing which efficiently use land, resources, infrastructure and public service facilities, and support the use of active transportation; and
- d) requiring transit-supportive development and prioritizing intensification, including potential air rights development, in proximity to transit, including corridors and stations.

Section 2.3.1, General Policies for Settlement Areas, directs that Settlement Areas shall be the focus of growth and development. Further, land use patterns within Settlement Areas shall be based on densities and a mix of land uses which:

- a) efficiently use land and resources;
- b) optimize existing and planned infrastructure and public service facilities;
- c) support active transportation;
- d) are transit-supportive, as appropriate; and,
- e) are freight supportive.

Section 3.6, Sewage, Water and Stormwater, directs that planning for sewage and water services shall:

- a) accommodate forecasted growth in a timely manner that promotes the efficient and optimization of existing municipal sewage services and municipal water services and existing private communal sewage services and private communal water services;
- b) ensure that these services are provided in a manner that:
 1. can be sustained by the water resources upon which such services rely;
 2. is feasible and financially viable over their life cycle;
 3. protects human health and safety, and the natural environment, including the quality and quantity of water; and
 4. aligns with comprehensive municipal planning for these services, where applicable.
- c) promote water and energy conservation and efficiency;
- d) integrate servicing and land use considerations at all stages of the planning process;
- e) consider opportunities to allocate, and re-allocate if necessary, the unused system capacity of municipal water services and municipal sewage services to support efficient use of these services to meet current and projected needs for increased housing supply; and
- f) be in accordance with the servicing options outlined through policies 3.6.2, 3.6.3, 3.6.4 and 3.6.5.

OFFICIAL PLAN:

The subject lands are designated 'Low Density Residential' according to the Town of Tillsonburg Residential Density Plan. Low Density Residential Areas are those lands that are primarily developed or planned for a variety of low-rise, low-density housing forms including single

detached dwellings, semi-detached, duplex or converted dwellings, quadraplexes, townhouses, and low density cluster development.

The policies of Section 8.2 (Town of Tillsonburg Housing Development and Residential Areas) promote the accommodation of present and future demand for housing in Tillsonburg through the efficient use of vacant, residentially designated lands, underutilized parcels in built-up areas, and existing housing stock in all neighbourhoods.

TOWN OF TILLSONBURG ZONING BY-LAW:

The subject lands are currently zoned 'Low Density Residential Type 1 Holding Zone (R1A (H)) according to the Town of Tillsonburg Zoning By-law. The 'R1A' zone permits an additional residential unit (ARU), a group home, a home occupation, a public use, and a single detached dwelling.

The intent of a holding provision is to ensure that all appropriate development agreements are in place, required easements have been provided, and payment for servicing has been received in advance of issuing building permits.

Section 36 of the Planning Act governs the use of holding provisions. Holding provisions are typically used to ensure that technical or administrative matters are addressed prior to the intended use of a property being permitted to proceed. Removal of holding provision does not require public notice or circulation of the application, and the only right to appeal lies with the owner/applicant.

AGENCY COMMENTS:

The application was circulated to various public agencies considered to have an interest in the proposal and all comments received are summarized below.

The Tillsonburg Building Services Department, Tillsonburg Engineering Services Department, and Oxford County Public Works indicated that they have no concerns with the request to remove the Holding provision from the lands.

County of Oxford indicated that the Owner has elected to debenture the funds owed which effectively defers the responsibility for payment to the purchaser of the land. Once the debenture is in place, the County does not accept early payment. The debenture also does not prevent the owner from selling; the agreement must be disclosed as part of the sale process.

Planning Analysis

It is the opinion of this Office that the proposed Zoning By-law Amendment application is consistent with the policies of the Provincial Planning Statement and maintain the intent and purpose of the Official Plan and can therefore be supported from a planning perspective.

The request to remove the Holding provisions from the subject properties to facilitate the sale of the properties which will subsequently allow for future residential development in the Town of Tillsonburg is appropriate from a planning perspective and can be given favourable consideration.

A copy of the draft amending By-law is attached for Council's consideration.

RECOMMENDATION

It is recommended that the Council of the Town of Tillsonburg approve the Zoning By-law Amendment application submitted by Peters Fine Products Inc., for lands legally described as Lots 28 and 29, Plan 41M-144 in the Town of Tillsonburg, to remove the Holding Provisions from lands as identified on Plate 3 of Report No. CP 2025-48.

SIGNATURES

Authored by:

Original signed by

Marc Davidson
Senior Development Planner

Approved for submission:

Original signed by

Eric Gilbert, RPP, MCIP
Manager of Development Planning



To: Mayor and Members of Tillsonburg Council

From: Marc Davidson, Senior Development Planner, Community Planning

Application for Zone Change ZN 7-24-16 – Trevalli Homes Limited

REPORT HIGHLIGHTS

- The application for Zone Change proposes to rezone the subject properties from 'Low Density Residential Type 1A Zone (R1A)' to 'Special Low Density Residential Type 1A Zone (R1A-23)' to reduce the minimum front yard setback from 7.5 metres (24.6 feet) to 6.0 metres (19.7 feet) and to reduce the minimum rear yard setback from 10.5 metres (34.4 feet) to 9.0 metres (29.5 feet).
- Planning staff are recommending support of the application, as it is consistent with the policies of the Provincial Planning Statement and complies with the relevant policies of the Official Plan respecting intensification and development within Low Density Residential Areas.

DISCUSSION

Background

OWNER: Trevalli Homes Limited (c/o David Guardiero)
 35 Harvard Road, Guelph ON N1G 3A0

AGENT: GSP Group Inc. (c/o Valerie Schmidt)
 72 Victoria Street South, Suite 201, Kitchener ON N2G 4Y9

LOCATION:

The subject properties are described as Lots 27, 53 and Lots 64-76 inclusive, Plan 41M-144, in the Town of Tillsonburg. The lands are located on the north and south side of Hemlock Drive in the vicinity of the intersection of Hemlock Drive and Walnut Drive, and are municipally known as 6,8,10,12,14,16,18,20,22,23,24,26,28,30,43 Hemlock Drive and 20 Walnut Drive, Tillsonburg.

COUNTY OF OXFORD OFFICIAL PLAN:

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

TOWN OF TILLSONBURG ZONING BY-LAW NO.3295:

Existing Zoning: Low Density Residential Type 1A Zone (R1A)

Proposed Zoning: Special Low Density Residential Type 1A Zone (R1A-23)

PROPOSAL:

The purpose of this application is to rezone the subject property from 'Low Density Residential Type 1A Zone (R1A)' to 'Special Low Density Residential Type 1A Zone (R1A-23)' to permit the reduction of both the minimum front and rear yard setbacks.

The subject lands are fifteen (15) existing lots within the Oak Park subdivision. All of the existing lots are presently vacant, and the intent of this application is to reduce both the front and rear yard setbacks to facilitate the construction of single detached dwellings on each of the lots.

Surrounding uses include low density development to the north, west, and east in the form of single detached dwellings, and some vacant residential lots to the north (zoned 'R1A-23', which permits single detached dwellings with reduced front and rear yard setbacks), and an Institutional use to the south east in the form of a place of worship (zoned 'Minor Institutional Zone (IN1)').

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

Plate 2, 2020 Aerial Map, provides an aerial view of the subject property.

Plate 3, Applicant's Sketch, depicts the proposed floor plan for the converted dwelling.

Application Review

2024 PROVINCIAL PLANNING STATEMENT (PPS):

The Provincial Planning Statement is a policy statement issued under Section 3 of the Planning Act that came into effect on October 20, 2024. The PPS applies to all decisions in respect of the exercise of any authority that affects a planning matter made on or after October 20, 2024.

Section 1, Introduction, states that a prosperous and successful Ontario will also support a strong and competitive economy that is investment-ready and recognized for its influence, innovation and diversity. Ontario's economy will continue to mature into a centre of industry and commerce of global significance. Central to this success will be the people who live and work in this province.

Section 2.2 provides that planning authorities shall provide for an appropriate range and mix of housing options and densities to meet projected needs of current and future residents of the immediate area by:

- a) establishing and implementing minimum targets for the provision of housing that is affordable to low and moderate income households, and coordinating land use planning and planning for housing with Service Managers to address the full range of housing options including affordable housing needs;
- b) permitting and facilitating:
 1. all housing options required to meet the social, health, economic and wellbeing requirements of current and future residents, including additional needs housing and needs arising from demographic changes and employment opportunities; and

2. all types of residential intensification, including the development and redevelopment of underutilized commercial and institutional sites (e.g., shopping malls and plazas) for residential use, development and introduction of new housing options within previously developed areas, and redevelopment, which results in a net increase in residential units in accordance with policy 2.3.1.3;
- c) promoting densities for new housing which efficiently use land, resources, infrastructure and public service facilities, and support the use of active transportation; and
- d) requiring transit-supportive development and prioritizing intensification, including potential air rights development, in proximity to transit, including corridors and stations.

Section 2.3.1, General Policies for Settlement Areas, directs that Settlement Areas shall be the focus of growth and development. Further, land use patterns within Settlement Areas shall be based on densities and a mix of land uses which:

- a) efficiently use land and resources;
- b) optimize existing and planned infrastructure and public service facilities;
- c) support active transportation;
- d) are transit-supportive, as appropriate; and,
- e) are freight supportive.

OFFICIAL PLAN:

The subject lands are designated 'Residential' and 'Low Density Residential' according to the Land Use Plan and Residential Density Plan for the Town of Tillsonburg, as contained in the Oxford Official Plan. Low density residential areas 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 development. Within areas designated Low Density Residential, 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 (Town of Tillsonburg Housing Development and Residential Areas) promote the accommodation of present and future demand for housing in Tillsonburg through the efficient use of vacant residentially-designated lands, underutilized parcels in built-up areas and existing housing stock in all neighbourhoods.

TOWN OF TILLSONBURG ZONING BY-LAW:

The subject property is currently zoned "Low Density Residential – Type 1A Zone (R1A)", according to the Town of Tillsonburg Zoning By-law. Permitted uses within the 'R1A' zone include a single detached dwelling.

The 'R1A' zone requires a minimum rear yard depth of 10.5 m (34.4 ft) and a minimum front yard depth of 7.5 m (24.6 feet) for lots created prior to the passing of the Zoning By-law. The 'R1A' zone also permits a maximum lot coverage of 37% for all buildings and structures and requires a minimum interior side yard width of 3 m (9.8 ft) on one side and 1.2 m (3.8 ft) on the other where an attached garage is not present.

The applicant is proposing to reduce the rear yard depth from 10.5 m (34.4 ft) to 9 m (29.5 ft), and to reduce the minimum required front yard depth from 7.5 m (24.6 ft) to 6 m (19.7 ft) to permit future buyers the opportunity to construct a covered, private amenity space in the form of covered decks, porches and/or patios, while accommodating the preferred dwelling design of the applicant. No request has been received from the applicant for an increase to the permitted lot coverage allowance of 37% lot area.

The proposed zoning category matches approvals for other lands in the immediate vicinity that were granted in September 2021 by Tillsonburg Council. Staff is recommending that the previously approved special zoning category be continued on the subject lands.

AGENCY COMMENTS:

The application was circulated to various public agencies considered to have an interest in the proposal.

The Tillsonburg Building Services Department, Oxford County Public Works Department, Town Engineering Services Department, Long Point Region Conservation Authority, the Ministry of Environment, Conservation and Parks, Southwestern Public Health, and Tillsonburg Hydro Inc. indicated they have no concerns with the proposal.

Town of Tillsonburg Building Services provided the following comments:

- Suggest that the applicant verify that the proposed zone change will not end up with lot coverage implications. If identified, it is suggested that an increase to lot coverage be added to this application request for consideration. *In conversation with the Agent, it was determined that the existing lot coverage would be satisfactory and further relief to the by-law was not required.*

PUBLIC CONSULTATION:

Notice of complete application and notice of public meeting regarding this application were circulated to surrounding property owners within 120 m (400') on January 10, 2025, and January 27, 2025, respectively, in accordance with the requirements of the Planning Act.

Correspondence from a neighbouring resident were received, asking whether the proposed rezoning would allow for Townhouses on Hemlock and Walnut. The present R1A zoning would permit an additional residential unit, a group home, a home occupation, a public use and a single detached dwelling. This information has been provided to the concerned resident.

Planning Analysis

It is the opinion of this Office that the proposed zoning amendment to reduce the front and rear yard depth requirements for a number of lots fronting on Hemlock Drive and Walnut Drive is consistent with the policies of the Provincial Planning Statement and Official Plan and can therefore be supported from a planning perspective.

The proposal, which will facilitate the construction of one single detached dwelling per lot is consistent with the Provincial Planning Statement direction to provide for an appropriate diversity of housing types and densities to meet the needs of current and future residents.

The proposal is also consistent with the permitted uses and forms of development contemplated in the Low Density Residential designation of the County Official Plan.

With respect to the Tillsonburg Zoning By-law, the purpose of the minimum front yard depth is to ensure that dwellings are situated an appropriate distance from the street, and to ensure that there is adequate space for the provision of private parking within the driveway on site. This provision also assists in ensuring that a uniform sight line is maintained along residential streets.

Planning staff are satisfied that a reduction to the required front yard depth of 1.5 m (4.9 ft) will continue to ensure sufficient setback between the public right of way and private development will continue to provide space for the 2 parking spaces required by the Zoning By-law for single detached dwellings. Planning staff are further of the opinion that the minor reduction proposed to the front yard depth will be consistent with existing lots located on lands to the north situated on Sycamore Drive.

With respect to the required rear yard depth, it is the intent of the Zoning By-law to ensure that single detached dwellings maintain adequate rear yard setback to provide a buffer between neighbouring properties for privacy purposes, while maintaining sufficient space for recreation and amenity areas, and proper area for drainage.

Planning staff are satisfied that the proposed rear yard depth reduction can be considered appropriate. Notwithstanding the proposed dwelling design can be accommodated in the allotted building envelope provided for dwellings in the 'R1A' zone, this office is of the opinion that the reduced rear yard depth will aid in providing additional flexibility for larger covered decks and patios for the proposed dwellings, which are common for similar types of development found in the area, and will assist in providing shaded, alternative amenity areas on the subject lands.

Further, it is not anticipated that the proposed reduction to the minimum front and rear yard depth requirements will have a negative impact on lot grading or drainage. A detailed lot grading plan for each dwelling will be reviewed as part of the building permit process to ensure the proposal will have no negative impacts on neighbouring properties or the overall drainage plan for the subdivision and the applicant has not requested an increase to the maximum lot coverage provision of the By-law.

Based on the foregoing, it is the opinion of this office that the proposed zoning by-law amendment to reduce the required front and rear yard depth provisions for a number of lots in the Oak Park Estates subdivision is appropriate from a planning perspective and can be given favourable consideration.

RECOMMENDATION

1. It is recommended that the Council of the Town of Tillsonburg approve the zone change application submitted by Trevalli Homes Limited, whereby the lands described as Lots 27, 53 and Lots 64-76, Plan 41M-144, known municipally as 6,8,10,12,14,16,18,20,22,23,24,26,28,30,43 Hemlock Drive and 20 Walnut Drive in the Town of Tillsonburg are to be rezoned from 'Low Density Residential – Type 1A Zone (R1A)' to 'Special Low Density Residential Type 1A Zone (R1A-23)' to permit a reduced minimum front yard depth of 6 m (19.7 ft) and a reduced minimum rear yard depth of 9 m (29.5 ft).

SIGNATURES

Authored by:

Original signed by

Marc Davidson
Senior Development Planner

Approved for submission:

Original signed by

Eric Gilbert, RPP, MCIP
Manager of Development Planning

Delegation Request Form

Members of the public or citizen group may submit a Delegation Request to speak at a regular meeting of Council.

Council meetings are held the second and fourth Monday of the month at 6:00 p.m. Council meetings are livestreamed and recorded.

Delegations take place near the beginning of the meeting and are allowed 15 minutes for their presentation; ten (10) minutes is meant for the presentation and the remaining five (5) minutes is to allow for comments and questions from Council.

It is encouraged to supply sufficient information regarding your delegation for inclusion on the public meeting agenda, including any requests for action on the subject matter. This allows members of Council to have an understanding of the purpose of your delegation.

Any Information contained on this form will be made public through the publication of the agenda. Through submission of a Delegation Request, individuals are agreeing to the release and including of their personal information within the public record. Applicants may request the removal of their personal contact information when submitting this form. The request to remove personal contact information cannot be made after agenda publication. Please note that all meetings occur in an open public forum and are regularly recorded and televised.

Accessibility accommodations are available. Please make your request in advance.

First Name *

Tabitha

Last Name *

Verbuyst

Street Address *

41 Bridge Street West

Town/City *

Tillsonburg

Postal Code *

N4G5P2

Phone Number *

519-842-6151

E-mail *

tverbuyst@stationarts.ca

Subject *

Proposal for Community Pantry addition in the Community

Name of Group or Person(s) being represented (if applicable)

Community Pantry Committee

All Delegations are limited to fifteen (15) minutes, including questions and answers. * I acknowledge**It is encouraged to supply sufficient information regarding your delegation for inclusion on the public meeting agenda, including any requests for action on the subject matter. Details of the purpose of the delegation: ***

The Tillsonburg Community Pantry project aims to augment existing food insecurity services and reduce food waste by providing free access to nutritious food. Operating on a "take what you need, leave what you can" principle, the pantry will foster community participation and mutual aid. The project will collaborate with local organizations, accept donations from various sources, and ensure flexible accessibility.

We have presented the project to the Station Arts Centre board and received conditional approval to locate the pantry at their site. We seek the Town Council's guidance and support to meet regulatory requirements, including bylaw compliance and zoning. Your support will help us create a sustainable and compassionate Tillsonburg where no one goes hungry.

Please indicate the preferred meeting date which you would like to appear as a delegation:

2/10/2025

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

Will there be a Power Point presentation? *

Yes

No

Please attach a copy of your presentation. If you experience technical difficulties please submit your presentation materials via email to clerks@tillsonburg.ca

I acknowledge that all presentation material must be submitted to the Office of the Clerk by 4:30 p.m. the Wednesday before the Council meeting date.

I accept

Upon receipt and approval of a Delegation, full details on the process will be sent to all presenters. If you have any questions please contact the Office of the Clerk at: clerks@tillsonburg.ca or 519-688-3009 ext. 4041

Personal information on this form is collected under the legal authority of the *Municipal Act*, as amended. The information is collected and maintained for the purpose of creating records that are available to the general public, pursuant to Section 27 of the *Municipal Freedom of Information and Protection of Privacy Act*. Questions about this collection should be directed to the Municipal Clerk, Town of Tillsonburg, 200 Broadway Street, 2nd Floor, Tillsonburg, Ontario, N4G 5A7, Telephone 519-688-3009 Ext. 4040.

Tillsonburg Community Pantry



Agenda

- What is a Community Pantry?
- Community Pantries in Ontario
- Why a Community Pantry?
- Tillsonburg Food Calendar
- Local Statistics
- Project Overview
- Community Consultation
- Location
- Next Steps
- Questions



What is a Community Pantry?

Take what you need. Give what you can.



A Community Pantry is an initiative where local residents can **donate** and **access** safe and reliable food, **24/7**. It is **open to everyone** to help support those facing food insecurity and is **free** to those that need it.

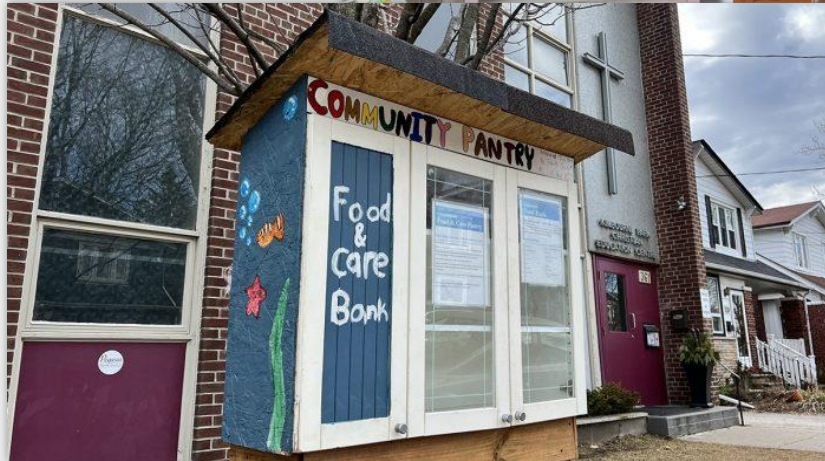


It is organized and operated by dedicated **volunteers and community groups**. There is an opportunity to partner with **grocery stores, food banks and community gardens** to promote food waste reduction through sharing.



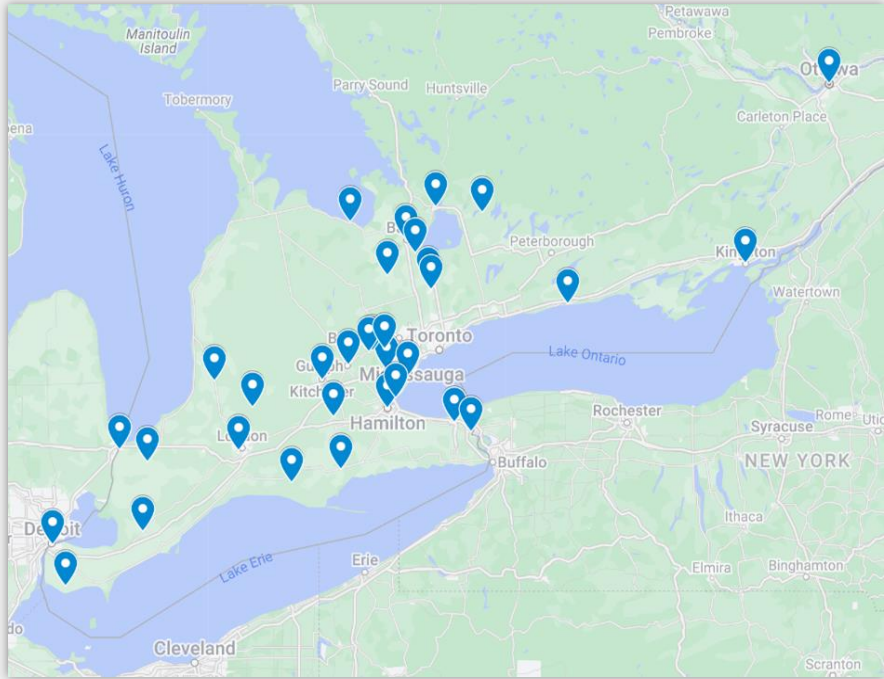
We are seeking to address the **gaps in existing food programs** through mutual aid and community sharing.

What is a Community Pantry?



Community Pantries in Ontario

A few of the Ontario pantries:



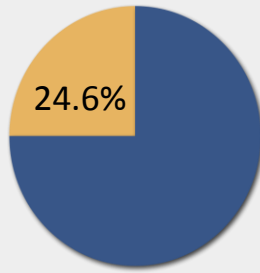
Petrolia
 Collingwood
 Milton
 New Tecumseth
 Halton Hills
 Sarnia
 Orillia
 Harrow
 Windsor
 Chatham
 Hamilton
 Barrie
 Kirkfield
 St. Catharines
 Acton

Georgetown
 Kingston
 Coburg
 Ottawa
 Charlottetown
 Niagara
 Hensall
 Guelph
 Oakville
 Bayham
 Holland Landing
 Paris
 St. Mary's

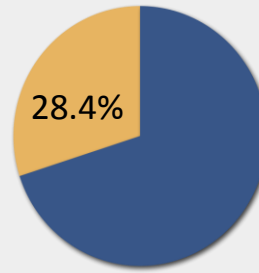
Why a Community Pantry?

Food Insecurity in Ontario

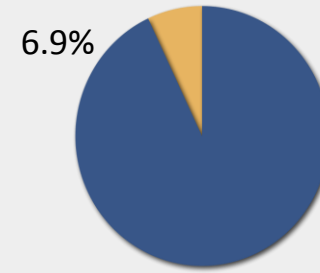
Food Insecurity is **not having enough money to buy food**. Food is sacrificed to pay for the cost of living.



In 2023, 1 in 4 households struggled to access sufficient food.*



In 2023, 28% of children lived in households facing food insecurity.*



In 2023, 6.9% of households are experiencing severe food insecurity.*

Food Insecurity has **negative impacts on physical and mental health** as well as our social well-being and increases the burdens on our healthcare system. The severity is increasing with each year.

- Source: <https://proof.utoronto.ca/2024/new-data-on-household-food-insecurity-in-2023/>

Why a Community Pantry?

Gaps in Food Availability

A Community Pantry is not meant to replace the exceptional work of existing food programs, it is meant to augment and support their work and to provide food, **unconditionally**, at **times of day** when they cannot.

Organization	Availability	Conditions?	Avg Served/Month
Saint Vincent de Paul	Limited	Yes	55
St Paul's Church Dinner	Once a week	No	225
Helping Hand Food Bank	Weekly	Yes	586
Salvation Army - Emerg Food	On Request	Yes	70
Salvation Army – Meals	Daily	No	1,300
Cycles of Life Outreach Table	Weekly	No	400
Dinner at Upper Deck	Once a week	No	225
Faith Presbyterian Church Dinner	Once a week	No	180

Key Difference

Tillsonburg Food Calendar

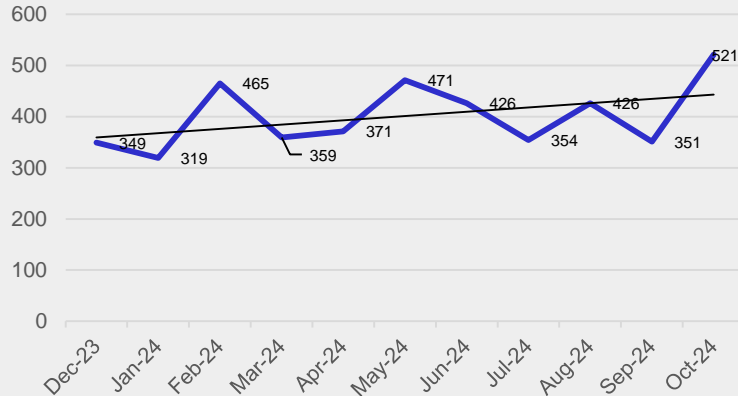


February Tillsonburg Food						Oxford County Community Health Centre	2025
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
Helping Hand Food Bank By appointment - Call 519-688-3434 Tuesday Mornings Salvation Army By appointment - call 519-842-3231 x104 Mon-Thurs 9-4 Fri 9-12 St. Vincent De Paul's, St. Mary's Call 519-842-3224 x 4, leave a message, emergency food							St. Paul's United Church 10:30-12:30
"In the Light" Community Dinner 5:15pm	The Hub 9:15-12 & 1-3	The Hub 9:15-12 & 1-3	The Hub 9:15-12 & 1-3	Community Outreach Table 10:30-12:30 The Hub 9:15-12 & 1-3	Open Doors Community Meal 5pm The Hub 9:15-12 & 1-2	St. Paul's United Church 10:30-12:30	
"In the Light" Community Dinner 5:15pm	The Hub 9:15-12 & 1-3 St. Vincent De Paul 4-6:30	The Hub 9:15-12 & 1-3	The Hub 9:15-12 & 1-3	Community Outreach Table 10:30-12:30 The Hub 9:15-12 & 1-3	Open Doors Community Meal 5pm The Hub 9:15-12 & 1-2	St. Paul's United Church 10:30-12:30	
"In the Light" Community Dinner 5:15pm		The Hub 9:15-12 & 1-3	The Hub 9:15-12 & 1-3	Community Outreach Table 10:30-12:30 The Hub 9:15-12 & 1-3	Open Doors Community Meal 5pm The Hub 9:15-12 & 1-2	St. Paul's United Church 10:30-12:30	
"In the Light" Community Dinner 5:15pm	The Hub 9:15-12 & 1-3	The Hub 9:15-12 & 1-3	The Hub 9:15-12 & 1-3	Community Outreach Table 10:30-12:30 The Hub 9:15-12 & 1-3	Open Doors Community Meal 5pm The Hub 9:15-12 & 1-2		

Local Statistics

Cycles of Life

Numbers Served 2024



Average of 400 people served per month.
There was an increase of 13% from Q1 to Q3.

Helping Hands Food Bank

2023 Statistics*

Total Services: 2723

First Time Accessing Services: 75
Individuals Served: 705
Households Served: 347

*2024 statistics have not been published

Project Overview

Phase 1 - Planning

Plan development, location approval, council approval

Phase 2 - Preparation

Expand team, finalize design, by-law review, fire department review, public health review, insurance validation

Phase 3 - Mobilization

Source donations, coordinate fundraising, conduct risk analysis, confirm volunteers, train volunteers

Phase 4 - Documentation

Establish oversight board, create operations manual, order materials, develop maintenance plan

Phase 5 - Construction

Receive materials, construct and decorate pantry

Phase 6 - Project launch

Start of normal operations

Community Consultation

We have discussed the pantry project with community organizations to **gather feedback on its benefits, concerns, and potential challenges.**

Helping Hands Food Bank

Station Arts Centre

Salvation Army

St Paul's Community Kitchen

Cycles of Life

BIA

United Way Oxford

St Vincent DePaul

Their inclusion here does not indicate endorsement, but to demonstrate collaboration and due diligence.

Optimal Location Requirements



Close to downtown to be accessible to those with the greatest need.



Design drafted in collaboration with existing community pantry groups. We estimate an 8'x 8' footprint with 4'x 8' insulated enclosure.



Access to electrical power to operate a fridge and freezer, interior and exterior lighting and security camera (optional).



Existing concrete pad (ideally).



Accessible

All costs related to construction and operation will be the responsibility of the Community Pantry Project.

Location Proposed

We estimate an 8'x 8' footprint with 4'x 8' insulated enclosure.



Next Steps

Requesting approval for the use of exterior space at 41 Bridge St (Station Arts Centre) per the conditions of the approved Station Arts Board motion.

Requesting support on any zoning, by-law etc requirements

Questions?

 <p>Rotary Club of Tillsonburg</p>  <p>CREATE HOPE in the WORLD</p>	<p>Laura McFarland</p> <p>(226) 231-5426 2lilac2tree@gmail.com rotarytillsonburg.ca</p>
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 <p>Rotary Club of Tillsonburg</p>  <p>CREATE HOPE in the WORLD</p>	<p>Jason Weiler President 2021-2023</p> <p>519-403-8720 jason.weiler@rotarytillsonburg.ca rotarytillsonburg.ca</p>
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Subject: Museum, Culture, Heritage and Special Awards Advisory Committee Recommendation

Report Number: CS 2025-004

Committee Name: Museum, Culture, Heritage & Special Awards Advisory Committee

Submitted by: Duncan Bryce, Records and Legislative Coordinator

Meeting Type: Council Meeting

Meeting Date: Monday, February 10, 2025

RECOMMENDATION

- A. THAT report CS 2025-004 titled "**Museum, Culture, Heritage and Special Awards Advisory Committee Recommendation**" be received as information; and
- B. THAT Council approves the recommendation of the **Museum, Culture, Heritage and Special Awards Advisory Committee** as follows:
 - a. THAT Staff be directed to advertise for applications to the Founder's Day Subcommittee and that a report to endorse members be brought forward to Council.

BACKGROUND

At the January 15, 2025, Museum, Culture, Heritage and Special Awards Advisory Committee meeting, the following resolution was passed:

Moved By: Joan Weston

Seconded By: Kelly Spencer, Councillor

- A. THAT the Museum, Culture, Heritage and Special Awards Advisory committee establish a Founder's Day Event Subcommittee with a mandate to advise and make recommendations to the MCHSA Advisory Committee with respect to the Founder's Day Event to be held on the 18th of October, 2025; and
- B. THAT the Founder's Day Subcommittee be comprised of committee members, Joan Weston, Doug Cooper, and Carrie Lewis; and
- C. THAT the Founder's Day Subcommittee be dissolved on October 18, 2025 following completion of the Subcommittee's mandate; and
- D. THAT the Committee recommends to Council that Staff begin the recruitment process for additional members for Founder's Day Subcommittee; and
- E. THAT the Committee recommends to Council that staff send out Joan's letter of awareness to the public.

Carried

CS 2025-004

This report facilitates presenting the above request to Council for consideration.

DISCUSSION

In accordance with the policy for Boards and Committees of Council, subcommittees that are formed of members outside of the committee must be endorsed by Council. The Committee is seeking the Town to open applications to the Founder's Day Subcommittee.

If approved an application form will be posted on the Town website. Notice of open applications will be posted on the Town website, Town social media and the local newspaper. The MCHSA Committee will also be advised so that members can promote subcommittee applications. The Clerk's Office would bring a report forward at the Council meeting of March 10, 2025, seeking Council's endorsement should applications be received.

In addition, as requested by the Committee, a letter of awareness regarding the Founder's Day Event is attached for the public's information.

CONSULTATION

Museum, Culture, Heritage and Special Awards Advisory Committee; and
Andrea Greenway, Director of Recreation, Culture and Parks.

FINANCIAL IMPACT/FUNDING SOURCE

Associated staff time for meeting support.

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.

CS 2025-004

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 – Engage community groups, including advisory committees and service organizations, in shaping municipal initiatives.

Priority Project – N/A.

ATTACHMENTS

Appendix A – Committee Member Joan’s Letter of Awareness

To Whom it May Concern:

On March 17, 1825, George Tillson arrived in what is now Tillsonburg, after an arduous 3-day journey from Normandale. He immediately began clearing a road and constructing a cabin approximately where KIA Motors is situated today. Thus was Dereham Furge/Tillsonburg founded.

The Town of Tillsonburg is requesting/hoping that your group, organization or service club will celebrate the 200th anniversary of the founding of Tillsonburg in some way this year. There will be Founder's Day events taking place on Saturday, October 18, 2025, at the Community Centre and Memorial Park. However, the Town would like there to be public awareness of this very special milestone throughout the year. We welcome any initiative which you can put into place to support Tillsonburg's accomplishment of surviving and thriving for 200 years.

Respectfully Yours,

Carrie Lewis

Chair of the Museum, Culture, Heritage and Special Awards Advisory Committee



100 John West Way
Aurora, Ontario
L4G 6J1
(905) 727-3123
aurora.ca

Town of Aurora

Member Motion

Mayor's Office

Re: Request the Redistribution of the Provincial Land Transfer Tax and GST to Municipalities for Sustainable Infrastructure Funding

To: Members of Council

From: Mayor Tom Mrakas

Date: November 5, 2024

Whereas municipalities face growing infrastructure needs, including roads, bridges, public transit, water systems, and other critical services, which are essential to community well-being and economic development; and

Whereas the current sources of municipal revenue, including property taxes and user fees, are insufficient to meet these increasing demands for infrastructure investment; and

Whereas the Province of Ontario currently collects the Land Transfer Tax (LTT) on property transactions in municipalities across the province, generating significant revenue that is not directly shared with municipalities; and

Whereas the Federal Government collects the Goods and Services Tax (GST) on property transactions, a portion of which could be directed to municipalities to address local infrastructure needs; and

Whereas redistributing a portion of the Provincial Land Transfer Tax and GST to municipalities would provide a predictable and sustainable source of funding for local infrastructure projects without creating a new tax burden on residents or homebuyers; and

Whereas a redistribution of a portion of the existing Land Transfer Tax and GST would allow municipalities to better plan and invest in long-term infrastructure initiatives, supporting local economic growth and improving the quality of life for residents;

1. Now Therefore Be It Hereby Resolved That Aurora Town Council formally requests the Provincial Government to consider redistributing a portion of the Land Transfer Tax collected on property transactions to municipalities; and

Request the Redistribution of the Provincial Land Transfer Tax and GST to
Municipalities for Sustainable Infrastructure Funding
November 5, 2024

-
2. Be It Further Resolved That Aurora Town Council calls on the Federal Government to allocate a percentage of the GST collected on property sales to municipalities; and
 3. Be It Further Resolved That this redistribution of the Land Transfer Tax and GST should be structured to provide predictable and sustainable funding to municipalities, allowing for better long-term planning and investment in infrastructure projects that benefit local communities, thus ensuring that local governments receive a fair share of the revenue to address critical infrastructure needs; and
 4. Be It Further Resolved That copies of this resolution be forwarded to Prime Minister Justin Trudeau, Premier Doug Ford, the Ontario Minister of Finance, the Minister of Municipal Affairs and Housing, local Members of Parliament (MPs) and Members of Provincial Parliament (MPPs); and
 5. Be It Further Resolved That copies of this resolution be forwarded to all 444 Municipalities in Ontario, the Federation of Canadian Municipalities (FCM), and the Association of Municipalities of Ontario (AMO) for their endorsement and advocacy.



Subject: Agreement Authority for Execution

Report Number: CS 25-05

Department: Corporate Services Department

Submitted by: Amelia Jaggard, Deputy Clerk

Meeting Type: Council Meeting

Meeting Date: Monday, February 10, 2025

RECOMMENDATION

- A. THAT report CS 25-005 titled Agreement Authority for Execution be received;
and
- B. THAT a by-law to authorize the Mayor and Clerk to execute the Mobile Crisis Response Team (MCRT) Enhancement Grant Transfer Payment Agreement, be presented to Council for consideration.

BACKGROUND

The Town of Tillsonburg is the successful recipient of a Transfer Payment Agreement for the Mobile Crisis Response Team (MCRT) Enhancement Grant which provides funding to police services or municipalities policed by the Ontario Provincial Police (OPP) to support or increase the Full Time Equivalent (FTE) count of crisis workers on existing MCRTs. Funding will support the ongoing need for more mental health assistance on police calls for service, and better leverage local mental health expertise.

DISCUSSION

The Province has agreed to provide the Town with one-time funding of \$119,874.95 in 2024-25 to allow Oxford OPP Detachment to execute the Project as set out in Schedule "C" of the agreement.

Staff are requesting authority to enter into the agreement.

CONSULTATION

CAO, Director of Finance/Treasurer.

CS 25-05

FINANCIAL IMPACT/FUNDING SOURCE

The grant of \$119,874.95 will be received by the Town and then be forwarded to the Oxford OPP Detachment. The Town is merely acting as a conduit, with no impact to the Town's 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 – N/A

Strategic Direction – N/A

Priority Project – N/A

ATTACHMENTS

None.



Subject: Grant of Easement to Oxford County – 1040 Progress Drive Property

Report Number: EDM 25-005

Department: Economic Development Department

Submitted by: Cephas Panschow, Development Commissioner

Meeting Type: Council Meeting

Meeting Date: Monday, February 10, 2025

RECOMMENDATION

- A. THAT report EDM 25-005 titled “Grant of Easement to Oxford County – 1040 Progress Drive Property” be received; and,
- B. THAT a 5 metre easement for the purpose of allowing the possibility of future water main looping along the West side of the 1040 Progress Drive property be granted to Oxford County; and,
- C. THAT a by-law be brought forward authorizing the Mayor and Clerk to execute any required documents, including easement and closing agreements, to effect the placement of the easement.

BACKGROUND

Oxford County Public Works identified the potential need for an easement along the West side of the Van Norman Innovation Park as part of the Site Plan approval process for Tillco Holdings Inc (Schep’s Bakeries). The purpose of the easement is to allow for the possible looping of a water main in the future should it be required and is not able to be placed elsewhere.

The potential need for water main looping was considered through the Plan of Subdivision approval process for the Van Norman Innovation Park. It was contemplated that the water main would loop through the 10.5 metre wide easement that runs mid-block through the Van Norman Innovation Park (East side of the Schep’s Bakeries property and shown as “Existing” on Figure 1 below). However, through Schep’s Site Plan approval process, Oxford County Public Works indicated that their preference was for any future water main looping, if needed, to be located along the West side of the Van Norman Innovation Park.

EDM 25-005 Grant of Easement – 1040 Progress Dr Property

Figure 1 – Location of Existing and Requested Easements

The Site Plan approval process allows for public authorities to request easements through the process. Typically, this would be with the property owner only, but in this case, the easement is required to connect through the Town's property at 1040 Progress Drive (the "Snow Storage" lands) and the County has requested that the Town provide the corresponding easement at this time as well. This is arguably something that should have been identified through the 2011 Plan of Subdivision process. As the Town is the developer of the Van Norman Innovation Park, Economic Development & Marketing staff will be coordinating with the private developer (Schep's) to meet the requirements of the County.

Town Council approval is required for the disposition/acquisition of real property, including the placement of easements. Hence, Town staff are seeking approval to place an easement on the Town's lands as requested by Oxford County.

EDM 25-005 Grant of Easement – 1040 Progress Dr Property

DISCUSSION

The existing 10.5 metre easement located on the East side of Schep's property is sufficiently wide to accommodate the placement of a potential water main. However, Oxford County's recent Water/Wastewater Master Plan actually identified a mid-lot location for the easement that would have placed it in the middle of Schep's building, which is clearly not feasible.

As indicated above, the Town's Engineer (CJDL) had proposed this location through the subdivision process, but nothing was finalized through that process. Instead, the Town was permitted to install an "auto-flusher" at the end of the water main on Progress Drive as a temporary measure to reduce static water buildup at the end of the water main as part of the servicing.

In reviewing this requirement, Town staff identified a number of options including:

1. Adding a clause to Schep's Site Plan Agreement that, should an easement ever be needed for water main looping in the future, the County would be able to request one at that time.
 - a. *ANALYSIS: This would appear to be the simplest approach in that the potential need for a future water main easement would be provided for while avoiding the need and costs to prepare a new legal plan and registration for a speculative need, which, at the time of site plan approval, could have resulted in significant delays in the start of construction.*
OUTCOME: NOT SUPPORTED
2. Utilizing the existing 10.5 metre easement on the East side of Schep's property since this easement is already in place and sufficiently wide for both stormwater conveyance and the potential future water main.
 - a. *ANALYSIS: While this was the initial plan, this was seen as the least desirable option as the water main looping would be furthest from the Western end/termination of the existing or future water main.*
OUTCOME: NOT SUPPORTED
3. Securing an easement on the privately owned industrial lands (3301 Highway 3) to the West as part of their future development approvals once they proceed.
 - a. *Analysis: This would appear to be the optimal solution in that it would place the burden of providing the easement on the property owner who both needs and would benefit from the water main being looped through their property. Plus, the timing of development, although unknown, could*

EDM 25-005 Grant of Easement – 1040 Progress Dr Property

coincide with the need for the water main looping, which has been tentatively identified in the 2034 time horizon in the Water/Wastewater Master Plan. In order to assist the County in achieving their objective, the Development Commissioner offered to work to secure the easement on this property at this time for a possible future need.

OUTCOME: NOT SUPPORTED

4. County utilizing the 10 metre wide Right-of-Way (ROW) located West of the 3301 Highway Property right on the Town boundary between Tillsonburg and the Township of Bayham.
 - a. *ANALYSIS: This Road Allowance is half the width of a standard municipal ROW with presumably the other half being within the Township of Bayham/County of Elgin. The Town's solicitor has advised that, because this road allowance falls on the boundary between two local municipalities, the Town of Tillsonburg and the Municipality of Bayham have joint jurisdiction over it pursuant to subsection 29(1) of the Municipal Act, 2001. This road allowance would appear to be the most optimal solution as bringing a water main westerly through the 3301 Highway 3 property would allow for this property to be serviced while ensuring the future water main could be looped at the most Westerly location within the Town. Further, bringing the water main through here would also allow for water servicing along the entire frontage of the 3500 Highway 3 property on the North side of Highway 3 AND also connect into the dead-end water main currently located on the north side of Highway 3 (which is has been a dead-end connection for decades – presumably since the 1 Clearview Dr facility was constructed in the 1980s). A water main crossing of Highway 3 at the Town boundary would reduce the need for other crossings of Highway 3, which are expensive and time consuming.*
- OUTCOME: NOT SUPPORTED**

Option 4 would appear to solve four problems at the same time: (1) servicing 3301 Hwy 3 lands from at least two sides (through middle of lands and along West boundary), (2) providing a route to loop the water main from the VIP, (3) servicing the 3500 Hwy 3 property on the north side of Hwy 3, and (4) connecting into the existing water main on the north side of Hwy 3 where it currently dead ends.

Since the County would have the same ability to request/take an easement on the adjacent property to the west through either a Plan of Subdivision or Site Plan Application process or even just a servicing request from the property owner, the Development Commissioner, in consultation with the then Director of Operations and

EDM 25-005 Grant of Easement – 1040 Progress Dr Property

Development, suggested Option 3 or 4 as optimal solutions; however, as indicated above, the only option acceptable to County Public Works was taking a speculatively needed easement for a potential water main looping sometime in the future (2034 or later), now from Schep's Bakeries and the Town of Tillsonburg.

**Figure 2 – Looping Options Including at West Town Boundary ROW
(CJDL Option 2)**



Despite the options suggested and the late nature of the request (Plan of Subdivision draft approved in March 2011, but request made for the 3rd Site Plan Submission stage in December 2023) with the potential to delay the start of construction for Schep's, these were not acceptable to County Public Works as they wanted a guaranteed water main easement now and the adjacent property was not going through any current approval processes and the County didn't know if they will be able to obtain an easement through an approvals process by the 2034 timeline when the project is identified in the Water/Wastewater Master Plan.

EDM 25-005 Grant of Easement – 1040 Progress Dr Property

CONSULTATION

Everest Estate Homes, as the contractor and on behalf of Schep's Bakeries, initially requested assistance in identifying and proposing alternative solutions to meet the requirements of Oxford Public Works. The Development Commissioner then consulted with the Operations and Development Department, CJDLE Engineering (as the design engineer for Phase 1 of the Van Norman Innovation Park), Duncan, Linton LLP, and Oxford County Public Works.

FINANCIAL IMPACT/FUNDING SOURCE

There will be survey preparation and legal registration costs of approximately \$5K associated with providing a 5 metre easement and these will be covered through the Economic Development & Marketing budget as the Town is both the subdivision developer and the owner of the 1040 Progress Drive property.

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 – Instill an “open for business” culture across the corporation that prioritizes economic development and business attraction.

Priority Project – Marketing and build out of Van Norman Innovation Park

EDM 25-005 Grant of Easement – 1040 Progress Dr Property

ATTACHMENTS

Appendix A – Oxford County Easement template

THIS AGREEMENT made this _____ day of _____, 20XX.

COUNTY OF OXFORD

is herein described as the "County"

and

XXXXX

is herein described as the "Owner"

of (insert property Legal description)

The purpose of the easement (hereinafter referred to as the "right-of-way") is for the construction, operation, maintenance, inspection, alteration, removal, replacement, reconstruction and/or repair of underground services (hereinafter "Services") together with the right of ingress and egress to and from the right-of-way over the said land for all purposes necessary or incidental to the exercise and enjoyment of the rights herein granted.

This easement is in gross. (to be used if County does not own adjacent property)

These rights and easements are granted as and from the date hereof and for so long thereafter as the County desires to exercise the same on the following terms which are hereby mutually covenanted and agreed to:

1. The Owner shall have the right fully to use and enjoy the right-of-way except as may be necessary for the purposes herein granted to the County subject to the other terms and conditions set out below; provided, however, that the Owner shall not, without the prior written consent of the County, excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on, over, under or through the right-of-way any pit, well, foundation, building or other structure other than one of a temporary nature.
2. The Owner may pave or surface or erect a fence or fences across the right-of-way, contingent on the fence posts not being located directly over the servicing located in the easement, and subject to the provision of paragraph 4 herein.
3. The Owner covenants and agrees not to construct a building on the right-of-way other than of a temporary nature and should the County wish to exercise its right to install or maintain the Services as contemplated herein, the Owner covenants and agrees at its own expense to remove such temporary structure for such installation or maintenance upon 60 days notice in writing given by the County to the Owner.
4. It is understood and agreed between the parties hereto that the Owner may complete improvements to the right-of-way as expressly contemplated in Paragraph 2, provided that the Owner shall be responsible for all reinstatements should the County install any of the Services mentioned herein over the right-of-way and by doing so cause damage to any of the said improvements. The County's responsibility shall be limited to returning the property to its pre-existing condition.
5. The Owner covenants and agrees that no trees shall be planted or cultivated on the right-of-way except with the express written approval of the County.
6. Notwithstanding that in constructing, maintaining and operating the Services the County may install pipe and other equipment and appurtenances in or under the right-of-way in such manner that it or they may become affixed to the realty, the title to such pipe and other equipment and appurtenances shall remain with the County.
7. As long as the County performs and observes the covenants and conditions contained in this Agreement, it shall peaceably hold and enjoy the rights and easement hereby granted without hindrance, molestation or interruption on the part of the Owner, or of any person claiming by, through, under or in trust for the Owner.
8. Either party shall have the absolute right to assign this agreement in whole or in part, as to all or any portion of the rights, benefits or obligations accruing to it hereunder, and upon such assignment, shall give to the other party written notice thereof within 30 days.

EASEMENT AGREEMENT

9. All notices to be given hereunder may be given by registered letter addressed to the County at P.O. Box 1614, Woodstock, Ontario N4S 7Y3, and to the Owner at (insert owners address for service) or such other address as the County and the Owner may respectively from time to time appoint in writing, and any such notice shall be deemed to be given to and received by the addressee 7 days after the mailing thereof, postage prepaid.

10. The Owner will, if so requested by the County, execute such further documents of title and assurances in respect of the said land as may be required to perfect the County's interest in the said land.

11. Nothing contained herein shall be deemed to vest in the County any title to mines or minerals in or under the right-of-way, except only the parts thereof that are necessary to be dug, carried away or used in the construction of the works of the County and except as hereinbefore provided, all such mines and minerals shall be deemed to be excepted from the rights given to the County in the right-of-way.

12. The County covenants that it will not make any above ground installations upon (other than line markers installed at the fence lines), or fence in any part of the right-of-way.

13. This right-of-way and easement is, and shall be, of the same force and effect as a covenant running with the land, and this agreement shall extend to, be binding upon, and enure to the benefit of the heirs, executors, administrators, successors and assigns of the Owner and the County respectively. Wherever the singular or masculine is used it shall be construed as if the plural or feminine or the neuter, as the case may be, had been used, where the context or the party or parties hereto so require. Where such construction is necessary, the rest of the sentence shall be construed as if the grammatical or terminological changes thereby rendered necessary had been made.

14. It is agreed that the Owner shall have the right to transfer its interest in the said land and the covenants and conditions herein contained in one or more parcels and by one or more conveyances, and that all the covenants and conditions herein contained shall extend to and be binding upon and enure to the benefit of each successor in title with respect to each and every parcel so transferred.

15. The parties hereto hereby accept all the terms, covenants and conditions contained herein and agree to carry out the same as therein set forth.

IN WITNESS WHEREOF the Owner has executed and delivered this Agreement as of the _____ day of _____ 20XX.

Witness:

_____) _____
_____) _____
_____) _____
_____) _____
_____) _____

IN WITNESS WHEREOF the County has executed and delivered this Agreement as of the _____ day of _____ 20XX.

COUNTY OF OXFORD

Gordon K. Hough, RPP
Director of Community Planning

Benjamin R. Addley
Chief Administrative Officer



Subject: Bradburn Subdivision Municipal Drain – Partial Abandonment

Report Number: OPD 25-007

Department: Operations and Development Department

Submitted by: Leo Ferreira, Manager of Engineering

Meeting Type: Council Meeting

Meeting Date: Monday, February 10, 2025

RECOMMENDATION

- A. THAT report OPD 25-007 titled “Bradburn Subdivision Municipal Drain – Partial Abandonment” be received as information;
- B. THAT Council proceed with the partial abandonment of the Bradburn Subdivision Municipal Drain (the Drain) and pass a by-law pursuant to Section 84(5) of the Drainage Act; and
- C. THAT a by-law to authorize the Director of Operations and Development and Clerk to execute an agreement with The Pentecostal Assemblies of Canada (the Church) for the maintenance of the existing drain outlet, be presented to Council for consideration.

BACKGROUND

At an onsite meeting (269 Quarter Townline) on April 4, 2024, landowners and Staff discussed the original Municipal Drain, its condition, and the storm sewers that have supplanted some of the original drain upstream of Brownsville Road (County Road 20).

Attending landowners did not raise concerns nor have issues related to the subject drain.

The current development proposes new storm infrastructure to realign and replace remaining portions of the existing drain. Said infrastructure has been approved by the Town through its Site Plan process.

A notice dated January 17, 2025, has been delivered to all affected landowners per the notice requirements under Section 84(2) of the Drainage Act.

OPD 25-007 Bradburn Subdivision Municipal Drain – Partial Abandonment

DISCUSSION

Staff are recommending abandonment of the Drain as follows:

- a) Approximately 200m of open drain on the Church property (Lot 8, Concession 11, former Township of Dereham)
- b) Approximately 1,660m of concrete tile ranging from 900 mm diameter to 200 mm diameter through the Bradburn, Westwinds, Woodland Estates, and Southridge Subdivisions (Lot 8, Concession 10 and 11, Township of Dereham)
- c) All appurtenances associated with the Drain as described in the Engineer's reports dated February 17, 1963, and October 29, 1965

The abandoned sections of the Drain have been replaced and rerouted with storm sewer infrastructure as the subdivisions have been developed.

The existing drain outlet will remain in place and shall be maintained in accordance with the attached Agreement.

CONSULTATION

External: R.J. Burnside & Associates Limited

Internal: Drainage Superintendent, Former and Currently Acting Director of Operations and Development, Manager of Engineering, Director of Corporate Services / Clerk and Deputy Clerk, Revenue Manager, Director of Finance / Treasurer

FINANCIAL IMPACT/FUNDING SOURCE

The Town costs to date are approximately \$15,000 and include the Consulting Fees associated with this Project; these costs shall be recovered from the Developer, Southside Construction Management Limited.

Separately, the existing drain outlet shall continue to be a Town asset and as such, will remain listed in the Town's asset inventory and its future maintenance costs shall continue to be included in the Town's budget forecasts.

CORPORATE GOALS

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

OPD 25-007 Bradburn Subdivision Municipal Drain – Partial Abandonment

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 residents and businesses will be connected to each other, regional networks, and the world through effective traditional and digital infrastructure.

Strategic Direction – Develop a robust, long-term asset management plan to inform evidence-based decisions on the maintenance, rehabilitation and replacement of municipal infrastructure.

Priority Project – Ongoing Projects: Asset Management Plan

ATTACHMENTS

Appendix A – 057347 Bradburn Mutual Agreement Drain – DRAFT

Bradburn Drain Mutual Agreement

Agreement made in duplicate this _____ day of _____, 2025.

Between:

The Pentecostal Assemblies of Canada, the Owner of Plan 41M305 Block 73, Pt. Lot 8, Con. 10, of the Town of Tillsonburg, County of Oxford

hereinafter called "the Church"

and

The Corporation of the Town of Tillsonburg (Hereinafter referred to as the "Town")

hereinafter called "the Town"

Reference to Drainage Act, RSO, 1990

This agreement is made under the authority of section 2 of The Drainage Act, RSO, 1990.

Whereas the lands upstream of the Church property within the Bradburn Subdivision Drain have been developed over time, and the existing drain has been supplanted with municipal storm sewers and storm water management facilities (SWMF),

And Whereas the open drain within the Church property continues to receive the water from the aforementioned developments,

And Whereas the Town requires a maintained legal outlet for the developments, that the open drain on the Church property currently provides.

Now Therefore the parties do hereby agree that the open drain on the Church property shall be repaired and maintained according to the following conditions.

Legal Description of Land

The property affected by this drainage agreement is described as follows:

Roll Number 3204-060-060-00181

Registered to The Pentecostal Assemblies of Canada

Plan 41M305 Block 73 of the Town of Tillsonburg in the County of Oxford

being the property of the Church.

Description of Drainage Works

The drainage system exists fully on the Church property in Lot 8, Con. 11 described as Plan 41M305 Block 73. The drain can be described as approximately 198 m of open drain, with a depth ranging from 1-2 m, a 0.47% channel grade, 1.2 m bottom width, and 1.5:1 side slopes. The drain runs on a northwest to southeast direction on the northeastern corner of the Church property, from the crossing under the maintenance road to the Church property access crossing.

It should be noted that all portions of the Bradburn Municipal Drain, including the upstream tiles, have been abandoned under bylaw XXXX-XXXX. The tile system has been replaced with municipal storm sewers.

Maintenance

The Church shall not obstruct the flow from the upstream lands by filling in the existing drain or by placing obstructions within the drain. The Church shall periodically monitor the existing drain and contact the Town within a reasonable time frame if the drain requires maintenance.

On reasonable notice in writing to the Church, the Town shall repair the drain that lies within the Church's property boundaries. The Church shall allow access for repairs, maintenance, or inspection of the drain within one week of the Town giving notice. The Church will not be responsible for carrying out any maintenance activities.

Costs

The entire cost of the repair and maintenance of the drain in Lot 8, Concession 11, exclusive of the private culverts, shall be borne and paid by the Town.

This agreement herein contained when executed by the Parties hereto, shall be registered in the proper Registry Office and any costs shall be borne by the Town. The provisions herein contained shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and assigns.

Notice

All notices, requests, directions or other communications ("Notices") required or permitted herein will be in writing and will be delivered to the parties hereto respectively as follows:

If to the Town:

The Corporation of the Town of Tillsonburg

10 Lisgar Ave.
Tillsonburg, ON N4G 5A5
519-688-3009
Attn: Clerk

If to the Church:
The Pentecostal Assemblies of Canada

INSERT CONTACT

IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this Agreement as of the date first written.

The Corporation of the Town of Tillsonburg

By: _____
Name: Christopher Baird
Title: Acting Director of Operations & Development

By: _____
Name: Amelia Jaggard
Title: Deputy Clerk

Date: _____
We have authority to bind the Corporation.

The Pentecostal Assemblies of Canada

By: _____
Name:
Title:

Date: _____
I have authority to bind the Pentecostal Assemblies of Canada.

**Subject: LiveBarn Video Streaming****Report Number:** RCP -25-010

Department: Recreation, Culture and Parks Department

Submitted by: Julie Dawley

Meeting Type: Council Meeting

Meeting Date: Monday, February 10, 2025

RECOMMENDATION

- A. THAT report RCP-25-010 titled “LiveBarn Video Streaming” be received as information; and
- B. THAT Council endorse the addition of LiveBarn Video Streaming in the Memorial and Community Arena’s at the Tillsonburg Community Centre; and
- C. THAT a by-law to authorize the Mayor and Clerk to execute an agreement with LiveBarn Video Streaming for a six-year term, be presented to Council for consideration.

BACKGROUND

What is LiveBarn? [Live Streaming Youth & Amateur Sports | LiveBarn](#)

LiveBarn is a subscription service that allows viewers to watch events Live or On Demand for 30 days from any LiveBarn – installed venue across the United States and Canada.

Viewers can download the Livebarn IOS App or the LiveBarn Android App for mobile viewing, or the LiveBarn tvOS on Apple TV for home theatre viewing. For Fans who cannot make it to the game, LiveBarn is an excellent way to stay connected by watching events live or on –demand. Like a Netflix subscription for Youth Sports. Game day videos are only available up to 30 days after a game and then the videos are deleted.

The service allows the subscriber to:

- Download and save 30 second or 30 minute videos directly to your phone or computer

RCP 20-010 LiveBarn Video Streaming

- Download entire games/practices
- Tag highlights while watching live, in –venue and receive clips via email after the event
- Order single game breakdowns that focus on individual player performance
- Toggle between auto tracking and panoramic viewing modes
- Catch what you missed with live rewind and pick up where you left off with a book mark

LiveBarn charges either a monthly or annual membership fee. Upon payment subscribers are given a login and can live stream hockey games all across Canada and the United States.

LiveBarn will install video cameras, an internet connection and a computer monitor to provide the live streaming service. Installation costs will be the sole responsibility of LiveBarn. Town of Tillsonburg staff will work with LiveBarn to approve camera locations and the installation of any other necessary equipment to ensure it is in an approved location. Staff will ensure LiveBarn follow the Town of Tillsonburg Contractor Policy.

LiveBarn is designed to ensure that the Town of Tillsonburg and its staff maintain full control of the video content. The Town of Tillsonburg will be able to black out video service for any time frame. Staff will also be provided a free viewing account.

At present LiveBarn is in 100 Municipalities and 450 Arenas in Ontario. Memberships also include 3870 Live Streams – 1,903 Venue Partners – 10 Provinces – 49 States.

DISCUSSION

The attached contract outlines the terms and benefits of entering into this agreement with LiveBarn. LiveBarn would have full exclusivity to stream content from Memorial and Community Arena for a six (6) year term, with ability to renew.

A unique code will be provided to staff and advertised to potential viewers. When used, the code will offer the user with a 10% discount off their membership rate while providing the Town of Tillsonburg 20% of their monthly or yearly membership fee. The code will generate revenue and provide statistics regarding the number of users of the service. This revenue share will be paid to the Town quarterly.

All maintenance and repairs will be provided by and are the financial responsibility of LiveBarn.

RCP 20-010 LiveBarn Video Streaming

LiveBarn will supply and post notices advising the public that Town venue is monitored by video cameras for security, safety and commercial purposes and that participants waive any claim relating to the capture of public transmission of participation while using the facility.

Marketing of LiveBarn will be shared between both parties. The Town of Tillsonburg Communications Team is fully informed of the requirements outlined in the contract and will provide the necessary support to fulfill these obligations.

LiveBarn maintains \$5,000,000.00 Of General Liability Insurance, \$2,000,000.00 in Media Coverage Insurance and \$2,000,000.00 in Cyber Insurance. The Town of Tillsonburg will not be liable to LiveBarn for any inconvenience or damages or loss of revenue due to power loss or shortage, mechanical breakdown, structural damage, roof collapse, fire, flood, renovations, improvements, alterations, or closure of the facility by it or any regulatory agency.

CONSULTATION

Staff attended a presentation provided by Patrick Reynolds the Senior Operations Manager of Ontario for LiveBarn.

Staff also consulted with the Recreation and Sports Advisory Committee and Tillsonburg Minor Hockey Association, South Oxford Minor Hockey, Ringette, NBC Men's Hockey League, Tillsonburg Thunder and the Tillsonburg Figure Skating Club.

FINANCIAL IMPACT/FUNDING SOURCE

As outlined in the attached contract, all installation, equipment, ongoing maintenance and repairs will be the sole responsibility of LiveBarn.

The Town of Tillsonburg will be responsible for the hydro needed to operate the video recording system.

The Town of Tillsonburg will receive 20% of all memberships purchased using our unique code provided by LiveBarn.

User Membership Prices are:

- Basic Plan is \$23.95 Per Month or \$215.40 Per Year – this membership enables users to watch on one device and download 30 second clips.

RCP 20-010 LiveBarn Video Streaming

- Premium Plan is \$33.95 Per Month or \$299.40 Per Year – this membership enables users to watch on two devices. Parents could provide Grandparents with a login. Also has the ability to download entire games.
- All pricing is in USD

CORPORATE GOALS

- 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. Maintain and enhance programs and facilities to support an active, engaged senior population.

Priority Project – N/A.

ATTACHMENTS

Appendix A – LiveBarn Venue Agreement
Appendix B - Sample Signage Wording

VENUE AGREEMENT

DATE:

display a combination of LiveBarn highlights and a live feed, as well as additional LiveBarn information.

BETWEEN: LIVEBARN INC. ("LiveBarn")

1.3 Title to all hardware, software, and wiring shall remain in the name of LiveBarn.

and

TOWN OF TILLSONBURG ("Venue Owner")

1.4 Subject to sections 1.8 and 1.9 below, all content streamed using the Automated Online Streaming Service, including the video and audio relating to all sports and recreational activities occurring on each Playing Surface (collectively, the "Content") will be made available to subscribers of the LiveBarn Platform on a monthly subscription basis. In addition, per copyright for specific events, the Content may be made available only to users on an alternative platform. In either case, LiveBarn will determine the pricing for the applicable platform. From time to time, LiveBarn may provide a free trial at its discretion.

WHEREAS LiveBarn Inc. and Venue Owner wish to enter into this Agreement pursuant to which LiveBarn will install at Venue Owner's Ice Rink Sheet described in the attached Schedule "A" (each being an "Ice Rink Sheet") a fully automated online streaming system for the delivery of live and/or on demand video and audio streaming to internet connected devices such as smartphones, computers or tablets (the "Automated Online Streaming Service");

WHEREAS the Automated Online Streaming Service offered by LiveBarn can stream Content (as defined below) via LiveBarn's subscription-based platform (the "LiveBarn Platform");

1.5 Revenue generated from the Automated Online Streaming Service will be the property of LiveBarn; however for content streamed on the LiveBarn platform, LiveBarn will supply Venue Owner with a unique code to enable it to market and solicit new memberships for the LiveBarn Platform, for which LiveBarn will pay Venue Owner twenty percent (20%) of the revenues generated from the LiveBarn Platform memberships over the full lifetime of these memberships, during the term of this Agreement. The above code will enable Venue Owner to solicit LiveBarn memberships by providing potential members with the attraction of a 10% discount. This code will track the memberships generated by Venue Owner on a quarterly basis. The above payments to Venue Owner will only apply to LiveBarn memberships originated with the unique code allocated to Venue Owner. LiveBarn will pay Venue Owner its revenue share within 30 days of the end of each calendar quarter together with a corresponding revenue statement. Venue Owner will provide a staff person to communicate with and receive LiveBarn's various local marketing initiatives (including social media) as described below.

NOW, THEREFORE, in consideration for the mutual promises set out below, and for other good and valuable consideration acknowledged by the parties, LiveBarn and Venue Owner agree as follows:

1 AUTOMATED ONLINE STREAMING SERVICE

1.1 LiveBarn shall, at its own expense, install and maintain all hardware, software and internet bandwidth required for the operation and maintenance of the Automated Online Streaming Service in regards to each Ice Rink Sheet. The initial installation will occur within six months from the date of this Agreement (such six month date being herein referred to as the "Latest Install Date"); it will be scheduled with the written approval (including email) of Venue Owner, and concurrently with the installation, LiveBarn will specifically explain to Venue Owner representative onsite exactly where any hardware or other components will be installed. Installation will then only proceed with the consent of Venue Owner which consent will be deemed upon LiveBarn undertaking its installation. The initial installation for each Ice Rink Sheet shall include one (1) computer, one (1) router, one (1) modem, between one (1) and three (3) power converters, and up to two (2) cameras to be placed on the side walls or on the beams or columns extending from the walls. The internet connection and computer shall be located adjacent to the respective Ice Rink Sheet in a secure location with electrical power outlets. The exact selection of camera locations will be made after consideration for optimal streaming quality and avoidance of any obstruction. Any modification to the installation will only be undertaken with the permission and process with Venue Owner as outlined above. Venue Owner shall assume the cost of electricity for the components installed in connection with this Agreement.

1.6 LiveBarn shall be the exclusive owner of all rights in and to the Content, and shall have the exclusive right to Streaming the Content for all purposes and in any manner it determines in its sole discretion, including by providing its Streaming signal to national broadcasters and digital media distributors. Without limiting the foregoing, the Venue Owner acknowledges that online distributions of the Content from each Ice Rink Sheet will be made available to all subscribers of the LiveBarn Platform, subject to sections 1.8 and 1.9 below.

1.2 In addition LiveBarn shall, at its expense and upon Venue Owner's request, install one TV which will

1.7 LiveBarn will provide Venue Owner with an exclusive online administrative password to enable Venue Owner in its discretion to "blackout" any particular dates or time periods from being streamed on any selected Ice Rink Sheet (the "Blackout Restrictions").

VENUE AGREEMENT

1.8 LiveBarn will also provide Venue Owner with the ability in its discretion to restrict viewer access to any streaming from its Venue to a pre-selected potential audience for privacy purposes.

1.9 During the Term (as defined below), LiveBarn will provide Venue Owner with three (3) complimentary LiveBarn accounts for each Ice Rink Sheet.

1.10 LiveBarn will hold Venue Owner harmless for any injuries to LiveBarn employees and agents in connection with their work.

2 TERM AND TERMINATION

2.1 The term of this Agreement commences on the date hereof and continues until the six year anniversary of the Latest Install Date (the "Term"), and it will automatically renew for successive terms of two (2) years, unless either party notifies the other in writing of its intent to discontinue this Agreement at least ninety (90) days before the expiration of the then current term.

2.2 Notwithstanding the foregoing, but subject to Subsection 3.1 below, either party shall have the right to terminate this Agreement for any reason upon giving (90) days written notice to the other party.

2.3 Upon termination of this Agreement by expiration of the term or for any other cause, LiveBarn shall, at its own cost and expense, remove all hardware, software and wiring from Venue Owner's location.

2.4 Venue Owner shall have the right to terminate this Agreement if LiveBarn materially breaches this Agreement and the material breach is not cured to within forty (40) days after Venue Owner provides written notice which outlines such breach to LiveBarn.

3 EXCLUSIVITY

3.1 In consideration for the investment of time and expense incurred by LiveBarn to fulfill its obligations under this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Venue Owner hereby declares and agrees that for the initial period of six (6) years, and all renewal periods, from the commencement date of the Term, and notwithstanding the termination of this Agreement by the Venue Owner, for any reason, LiveBarn shall have the absolute exclusivity to stream Content from each of the Ice Rink Sheets using unmanned operated cameras. For greater certainty, the said exclusivity shall apply for the six (6) year period even if the Venue Owner elects to terminate this Agreement pursuant to Subsection 2.2 above prior to the expiration of the Term.

3.2 The Venue Owner hereby declares and acknowledges that the foregoing exclusivity, including the term thereof, is reasonable in the circumstances, and that LiveBarn is relying upon such exclusivity in connection

with the provision of the Automated Online Streaming Service and that LiveBarn would not have entered into this Agreement without such exclusivity. However, the foregoing exclusivity shall not apply should LiveBarn cease operations or to the extent Venue Owner terminates this agreement in accordance with section 2.4.

3.3 Venue Owner acknowledges and agrees that, in the event of a breach or threatened breach by it of the provisions of Subsection 3.1 above, LiveBarn will have no adequate remedy in money or damages and, accordingly, shall be entitled to an injunction in a court of competent jurisdiction against such breach. However, no specification in this Agreement of any specific legal or equitable remedy shall be construed as a waiver or prohibition against any other legal or equitable remedies in the event of a breach of any of the provisions of this Agreement.

4 SUPPLY OF AUTOMATED ONLINE STREAMING SERVICE

4.1 LiveBarn will use reasonable skill and care to make the Automated Online Streaming Service available throughout the Term. Notwithstanding the foregoing, LiveBarn shall have no responsibility, liability, or obligation whatsoever to Venue Owner, or any other third party, for any interruptions of the Automated Online Streaming Service.

4.2 LiveBarn may, without any liability to Venue Owner, suspend the supply of all or part of the Automated Online Streaming Service upon giving Venue Owner notice. This would occur if the LiveBarn equipment is repeatedly damaged or LiveBarn is unable to obtain a sufficient internet signal to the venue.

4.3 The Venue Owner agrees to notify LiveBarn by email to venuesupport@livebarn.com as soon as it becomes aware of any interruption or malfunction with the Automated Online Streaming Service. Venue Owner will not be responsible for damage or malfunction of any equipment and LiveBarn will repair or replace at its cost any malfunctioning components which is required. Any required service visit by LiveBarn will be scheduled with the written approval (including email) of Venue Owner. LiveBarn will specifically explain the repair, replacement or service work to Venue Owner representative onsite and this work will only proceed with the consent of Venue Owner which consent will be deemed upon LiveBarn undertaking its work.

4.4 From time to time there will be on site adjustments requiring assistance from a technically proficient person at the Venue. Venue Owner will be responsible to supply such person when necessary.

5 NOTICE TO PUBLIC

5.1 The Venue Owner agrees to post a notice at the entrance to its venue and inside each Ice Rink Sheet, advising the public that the venue is monitored by video cameras for security, safety and commercial purposes, and participants waive any claim relating to the capture or

VENUE AGREEMENT

public transmission of his/her participation while at the venue. LiveBarn will supply and post these notices during its initial installation and reserves the right to modify the language contained therein from time to time, in its sole discretion, to satisfy its legal obligations.

5.2 In all agreements with parties for usage of the Venue, Venue Owner will include provisions both disclosing the existence of LiveBarn streaming at the Venue and requiring such parties to notify all their users of the Venue of this. LiveBarn and Venue Owner each agree to not stream any Content if it is properly notified in writing, in advance, by any individual directly related to the Content.

6 MARKETING

6.1 Venue Owner agrees to promote LiveBarn through all available avenues discussed in this section, understanding that it is in Venue's best interest financially to market LiveBarn to their customers and patrons. LiveBarn will also provide, at its expense, a minimum of one (1) 2.5 x 6' color printed standing banner, branded with Venue Owner's unique code described in Subsection 1.5, to be displayed within Venue Owner's lobby in a prominent location. Venue Owner understands that failure to comply and make reasonable promotion and marketing efforts will result in lower revenue share payments to Venue Owner.

6.2 Venue Owner will provide a marketing contact person (s) who will be responsible for interacting with LiveBarn and becoming knowledgeable about the various LiveBarn marketing and promotion initiatives. Upon installation of LiveBarn, Venue Owner will make said contact available for a 30 minute video web session, serving as an orientation into all of the best practices for introducing and promoting LiveBarn. This person will subsequently be responsible for implementing promotion and marketing initiatives to Venue's customers and patrons.

6.3 Venue Owner will place a LiveBarn banner or link on their website with a backlink and embedded demo video where possible. Venue Owner will do the same with any organizations, associations, clubs and affiliates that it owns that use their facility.

6.4 Venue Owner will announce the LiveBarn installation as well as embed any demo video on all of their social media networks. Venue Owner will also like and follow LiveBarn on said social media networks as well as share content when tagged, acknowledging that this will only be used when venue is directly involved with any video shared. Venue Owner will do the same with any organizations, associations, clubs, affiliates that it owns that use their facility.

7 GENERAL

7.1 Any amendment to this Agreement must be in writing and signed by both parties.

7.2 Although LiveBarn will remain liable for its obligations hereunder, LiveBarn shall be permitted to use agents and subcontracts to perform its installation, maintenance and repair obligations hereunder.

7.3 The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

7.4 If any part of this Agreement is held to be invalid or unenforceable, that part will be severed and the rest of the Agreement will remain in force. Headings herein are for reference only.

7.5 LiveBarn hereby represents that it maintains \$5,000,000 of General Liability Insurance, \$2,000,000 in Media Coverage Insurance and \$2,000,000 in Cyber Insurance, and that upon execution of this Agreement Venue Owner will become a Certificate Holder, with its name and location included.

7.6 All notices required under this Agreement must be given in writing and by email to LiveBarn at venuesupport@livebarn.com, fmiller@livebarn.com, ray@livebarn.com, and to Venue Owner at its address listed herein. Either party may change its address from time to time by providing notice of such change to the other party.

7.7 This Agreement describes the entire understanding and agreement of the parties and supersedes all oral and written agreements or understandings between them related to its subject matter.

7.8 This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which taken together will be deemed to be one instrument.

7.9 This Agreement is governed by and will be interpreted under the laws of the Province of Ontario. Any disputes shall be heard in the courts of the city of Toronto.

7.10 Each party shall keep the terms contained herein confidential and neither of its directors, officers, employees, agents or representatives, where applicable, shall disclose the terms contained herein without the express written consent of the other party, unless such disclosure is required by applicable law.

7.11 Venue Owner will not be liable to LiveBarn by reason of inconvenience or annoyance for any damages or lost revenue due to power loss or shortage, mechanical breakdown, structural damage, roof collapse, fire, flood, renovations, improvements, alterations, or closure of the facility by it or any regulatory agency.

VENUE AGREEMENT

7.12 LiveBarn consents to Venue Owner promoting in its marketing materials that LiveBarn supplies it with the LiveBarn installed product.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and at the place first above mentioned.

LIVEBARN INC.

Signature: _____
Ray Giroux, COO

Signature: _____
Print Name:

Date:

SCHEDULE A (REQUIRED)

Venue Name and Address:

(i.e. Rink #1 or Main Rink)

Tillsonburg Community Centre (2 ice surfaces)
45 Hardy Avenue, Tillsonburg, ON N4G 3W9

We require one point of contact to initiate communication with for each venue. This person will receive a request to complete an online form that gathers information about the venue and points of contact.

Primary Contact - Venue General Manager or Decision Maker:

Name:

Work Number:

Cell Phone:

Email Address:

PUBLIC NOTICE

This venue is monitored by video cameras for security, safety and commercial purposes, including the online broadcast of events herein. All participants and patrons waive any claim relating to the capture or public transmission of his/her participation while at the venue.





tion of the Town of Tillsonburg ports Advisory Committee Meeting MINUTES

Thursday, January 9, 2025
5:30 PM
Boardroom CSC
10 Lisgar Ave.

ATTENDANCE: Scott Gooding
Chris Parker
Deb Gilvesy
Scott Vitias
Stephen Gradish
Andrew Gradish
Carrie Lewis
Susie Wray
Kristy Milmine

Regrets: Taylor Campbell
Joe Sym
Christian Devlin

Staff: Andrea Greenway
Julie Dawley
Margaret Puhr

Regrets:

1. **Call to Order**
2. **Adoption of Agenda**
Resolution # 1

Moved By: Stephen Gradish

Seconded By: Andrew Gradish

THAT the agenda, as prepared, for the Recreation & Sports Advisory Committee meeting be adopted.

Carried

3. Disclosures of Pecuniary Interest and the General Nature Thereof

4. Adoption of Minutes of Previous Meeting

Resolution # 2

Moved By: Andrew Gradish

Seconded By: Carrie Lewis

THAT the minutes from the November 7, 2024 RSAC meeting be adopted.

Carried

5. Presentations

None

6. Information Items

6.1 Staff update

Andrea provided the update

6.2 Live Barn

Julie, Andrea and Stephen provided information on this program

If there is a contract, it will be for at least 6 years

There is some revenue potential should this partnership happen

Public viewing - plans and packages are available on monthly or yearly basis

6.3 Hall of Fame

Julie noted that the forms will be updated and reviewed by the marketing department before being uploaded to the town website.

6.4 Pinball

The space is not finished yet, therefore this idea will be reviewed once the facility renovation is completed.

7. General Business & Reports

7.1 Municipal Naming Policy

Resolution # 3

Moved By: Scott Vitias

Seconded By: Deb Gilvesy

THAT the Recreation & Sports Advisory Committee recommends that Council adopt the updated and revised Municipal Naming Policy.

Carried

8. Next Meeting

February 6, 2025

9. Adjournment

Resolution # 4

Moved By: Scott Vitias

Seconded By: Andrew Gradish

That the meeting be adjourned at 6:18pm

Carried



**tion of the Town of Tillsonburg
ication & Cemeteries Committee
Meeting
MINUTES**

Tuesday, November 26, 2024
5:00 PM
Boardroom CSC
10 Lisgar Ave.

ATTENDANCE: Maurice Verhoeve
Isaac Card
Joan Weston
Paul DeCloet
Pete Luciani
Deb Gilvesy

Regrets: Ron Walder
Mike Dean
Barbara Wareing
Kristine Vandebussche
Martha Kirkpatrick

Staff: Margaret Puhr
Andrea Greenway

Regrets: Matt Johnson

1. Call to Order

The meeting was called to order at 5:02pm

2. Adoption of Agenda

Resolution # 1

Moved By: Pete Luciani

Seconded By: Paul DeCloet

THAT the agenda, as prepared for the Parks, Beautification & Cemeteries Advisory Committee, be adopted.

Carried

3. Disclosures of Pecuniary Interest and the General Nature Thereof

None

4. Adoption of Minutes of Previous Meeting

Resolution # 2

Moved By: Pete Luciani

Seconded By: Maurice Verhoeve

THAT the minutes, as prepared from the October 29th meeting, be adopted.

Carried

5. Presentations

6. Information Items

6.1 Grape Vine - council response

The insurance for the Town had strong requirements for volunteers that would be difficult to meet.

The Horticultural Society does not have insurance for chemical application.

The county does have staff and licensing - staff will look into getting the county involved.

Joan recognized that the grapevine is also an issue around the lake Lisgar.

6.2 Trails Subcommittee - Paul DeCloet

The trails subcommittee appears redundant as the TCT portion land is county-owned. Paul will speak with county representative and provide an update.

7. General Business & Reports

8. Next Meeting

January 30, 2025

9. Adjournment

5:27pm

Resolution # 3

Moved By: Joan Weston

Seconded By: Paul DeCloet

THAT the November 26 meeting of Parks, Beautification & Cemeteries Committee, be adjourned at _5:27 pm

Carried

The Corporation of the Town of Tillsonburg

Affordable and Attainable Housing Committee Meeting

MINUTES



Wednesday, January 29, 2025
4:15 PM
Boardroom CSC
10 Lisgar Ave.

ATTENDANCE: Councillor Chris Parker
Deb Gilvesy, Mayor
Gary Green
Jean Martin
Stephen Culig
Lauren Johnson

Regrets: Dane Willson
Ashley Edwards, CEO, Tillsonburg District Chamber of
Commerce

Staff: Cephas Panschow, Development Commissioner
Rebecca Smith, Manager of Housing Development, Oxford
County
Kyle Pratt, Chief Administrative Officer
Laura Pickersgill, Executive Assistant

1. Call to Order

The meeting was called to order at 4:24 p.m.

Mayor Gilvesy chaired the meeting today.

2. Closed Session

Resolution # 1

Moved By: Gary Green

Seconded By: Jean Martin

THAT Council move into Closed Session to consider:

2.4.1 Expression of Interest Submissions - 31 Earle Street

239 (2) (i) a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization.

Carried

2.1 Adoption of Agenda

2.2 Disclosures of Pecuniary Interest and the General Nature Thereof

2.3 Adoption of Previous Committee Meeting Minutes

2.4 Reports

2.4.1 Expression of Interest Submissions - 31 Earle Street

3. Adoption of Agenda

Resolution # 2

Moved By: Jean Martin

Seconded By: Councillor Chris Parker

THAT the Agenda as prepared for the Affordable and Attainable Housing Advisory Committee meeting of Wednesday, January 29, 2025, be adopted.

Carried

4. Disclosures of Pecuniary Interest and the General Nature Thereof

No disclosures of pecuniary interest were declared.

5. Adoption of Minutes of Previous Meeting

Resolution # 3

Moved By: Councillor Chris Parker

Seconded By: Gary Green

THAT the minutes of the Affordable and Attainable Housing Advisory Committee of September 25, 2024, be approved.

Carried

6. Presentations

None.

7. Information Items

R. Smith provided an update on upcoming Provincial funding to restore safety to parks and public spaces.

R. Smith provided an overview of County funding received from the Province to help fund an existing affordable units project in Woodstock and to enhance homelessness outreach and support services.

There was a discussion about the HART hub that will open up in Woodstock hospital.

8. General Business & Reports

None.

9. Resolutions from Closed Session

Resolution # 4

Moved By: Councillor Chris Parker

Seconded By: Gary Green

THAT the Affordable and Attainable Housing Advisory Committee recommends proceeding with working together with Oxford County to develop and release an official Request for Proposals for a medium-density/reduced scale model and mid-rise option with home-ownership options net of the woodlot subject to strategic initiatives budget funding.

Carried

10. Next Meeting

The next meeting date will be determined based on the timing of the RFP deadlines and submissions.

11. Adjournment

Resolution # 5

Moved By: Councillor Chris Parker

Seconded By: Gary Green

THAT the Affordable and Attainable Housing Advisory Committee meeting of Wednesday, January 29, 2025, be adjourned at 4:56 p.m.

Carried

The Corporation of the Town of Tillsonburg

Economic Development Advisory Committee Meeting

MINUTES

Tuesday, January 14, 2025

12:00 PM

Thompson Goossens Accountants Boardroom

21 Oxford Street, Tillsonburg

ATTENDANCE: Dane Willson
Councillor Bob Parsons
Deb Gilvesy, Mayor
Lisa Gilvesy
Andrew Burns
Gurvir Hans
Randi-Lee Durham
Jesse Goossens
Mark Renaud, Executive Director, Tillsonburg BIA
Ashley Edwards, CEO, Tillsonburg District Chamber of
Commerce

Regrets: Randy Thornton
Steve Spanjers
Kirby Heckford

Staff: Kyle Pratt, Chief Administrative Officer
Cephas Panschow, Development Commissioner
Laura Pickersgill, Executive Assistant

1. Call to Order

The meeting was called to order at 12:05 p.m.

2. Adoption of Agenda

Resolution # 1

Moved By: Ashley Edwards

Seconded By: Gurvir Hans

THAT the Agenda as prepared for the Economic Development Advisory Committee meeting of Tuesday, January 14, 2025, be adopted.

Carried

3. Disclosures of Pecuniary Interest and the General Nature Thereof

No disclosures of pecuniary interest were declared.

4. Adoption of Minutes of Previous Meeting

Resolution # 2

Moved By: Lisa Gilvesy

Seconded By: Mark Renaud

THAT the minutes of the Economic Development Advisory Committee of December 10, 2024, be approved.

Carried

5. General Business and Reports

5.1 Monthly Activity Update

C. Panschow provided an overview of the report.

Opportunity was provided for members to ask questions.

6. Planning Items Circulation

None

7. Community Strategic Plan

7.1 Town Hall Update

K. Pratt provided an overview of the motion to reconsider that passed at the January 13, 2025 Council meeting. The two options for consideration are to report back on a renovation of the Customer Service Centre at 10 Lisgar Avenue and further investigations on the Greyfield Site.

7.2 Affordable and Attainable Housing Committee

C. Panschow provided an update on the expression of interest process for affordable home ownership options for the 31 Earle Street property. Staff are currently reviewing the submissions.

7.3 Health Care Committee

K. Pratt provided an update on the motion, pending budget approval, for funding the temporary appointment-based clinic for unattached patients.

8. Boundary Adjustment

The consultant is working on compiling the mapping data.

9. Community Organization Updates

9.1 Downtown Business Improvement Association

9.1.1 Report from BIA Chair

M. Renaud provided a summary of the report, marketing report and Turtlefest brochure.

There was a discussion regarding the issue of homelessness and offering those with as many resources as possible.

9.2 Tillsonburg District Chamber of Commerce

A. Edwards provided an overview of upcoming events with the Chamber. A. Edwards will be circulating the Canadian Chamber of Commerce statement on tariffs.

9.3 Woodstock, Ingersoll, Tillsonburg and Area Association of Realtors

There was no report provided.

10. Information Items

10.1 MYR 24-04 County Council Composition Review

Mayor Gilvesy provided a summary of the report. The Committee requested that this item not be lost on the Committee's radar.

10.2 20 Cranberry Road Brochure

There were no comments regarding this item.

11. Round Table

12. Next Meeting

February 11, 2025 12:00 p.m.

13. Adjournment

Resolution # 3

Moved By: Ashley Edwards

Seconded By: Dane Willson

THAT the Economic Development Advisory Committee meeting of Tuesday, January 14, 2025 be adjourned at 1:24 p.m.

Carried

The Corporation of the Town of Tillsonburg
Community Health Care Advisory Committee Meeting
MINUTES



Tuesday, January 7, 2025
1:00 PM
Electronic Meeting

ATTENDANCE: Mayor Deb Gilvesy
Deputy Mayor Dave Beres
Councillor Kelly Spencer
Nadia Facca
Teresa Martins
Zach Buchner, Chamber of Commerce Representative

Regrets: Dr. John Andrew
Dr. Clay Inculet
Dr. Will Cheng
Dr. Mohammed Abdalla
Pauline Markus, NP

Staff: Kyle Pratt, Chief Administrative Officer
Laura Pickersgill, Executive Assistant

1. Call to Order

The meeting was called to order at 1:07 p.m.

2. Adoption of Agenda

Resolution # 1

Moved By: Councillor Spencer

Seconded By: Teresa Martins

THAT the Agenda as prepared for the Community Health Care Advisory Committee meeting of Tuesday, January 7, 2025, be adopted.

Carried

3. Disclosures of Pecuniary Interest and the General Nature Thereof

No disclosures of pecuniary interest were declared.

4. Adoption of Minutes of Previous Meeting

Resolution # 2

Moved By: Councillor Spencer

Seconded By: Teresa Martins

THAT the minutes of the Health Care Advisory Committee of November 8, 2024, be approved.

Carried

5. General Business and Reports

5.1 Information - Motions - Health Care Recruiter and Temporary Walk-In Clinic

Councillor Spencer provided an update on the Council resolution.

5.2 Correspondence on Donations - Councillor Spencer

There was a discussion regarding donations. The hospital is unable to accept donations however the foundation can accept donations. Oxford OHT is also unable to accept donations. It was suggested that the Chamber could accept donations and issue an advertising receipt.

There was a discussion about other funding opportunities for the clinic.

Teresa would like to meet with Town representatives should the clinic funding be approved at the January 27th Council meeting.

The clinic will be a temporary appointment-based clinic for unattached patients.

It was requested that the information previously provided on alternative health care options be shared in the local newspaper.

5.3 Summer Camp Student Sponsor

This item to be moved to the next agenda.

5.4 Emergency Department Data Follow-up

Nadia will work on putting together this information. Laura will request a list of high value points from the group for inclusion.

Deputy Mayor Beres will be reaching out to Nadia and Teresa shortly to review information for an upcoming meeting he is participating in with Dr. Jane Philpott.

6. Next Meeting

April 1, 2025 12:00 p.m.

7. Adjournment

Resolution # 3

Moved By: Councillor Spencer

Seconded By: Mayor Gilvesy

THAT the Health Care Advisory Committee meeting of Tuesday, January 7, 2025 be adjourned at 1:56 p.m.

Carried

THE CORPORATION OF THE TOWN OF TILLSONBURG

BY-LAW 2025-013

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

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

BE IT THEREFORE ENACTED by the Council of the Corporation of the Town of Tillsonburg as follows:

1. That Schedule "A" to By-Law Number 3295, as amended, is hereby further amended by changing to 'R1A' the zone symbols of the lands so designated 'R1A' on Schedule "A" attached hereto.
2. This By-Law comes into force in accordance with Sections 34(21) and (30) of the Planning Act, R.S.O. 1990, as amended.

READ A First, Second, Third and Final time and passed this 10th of February, 2025.

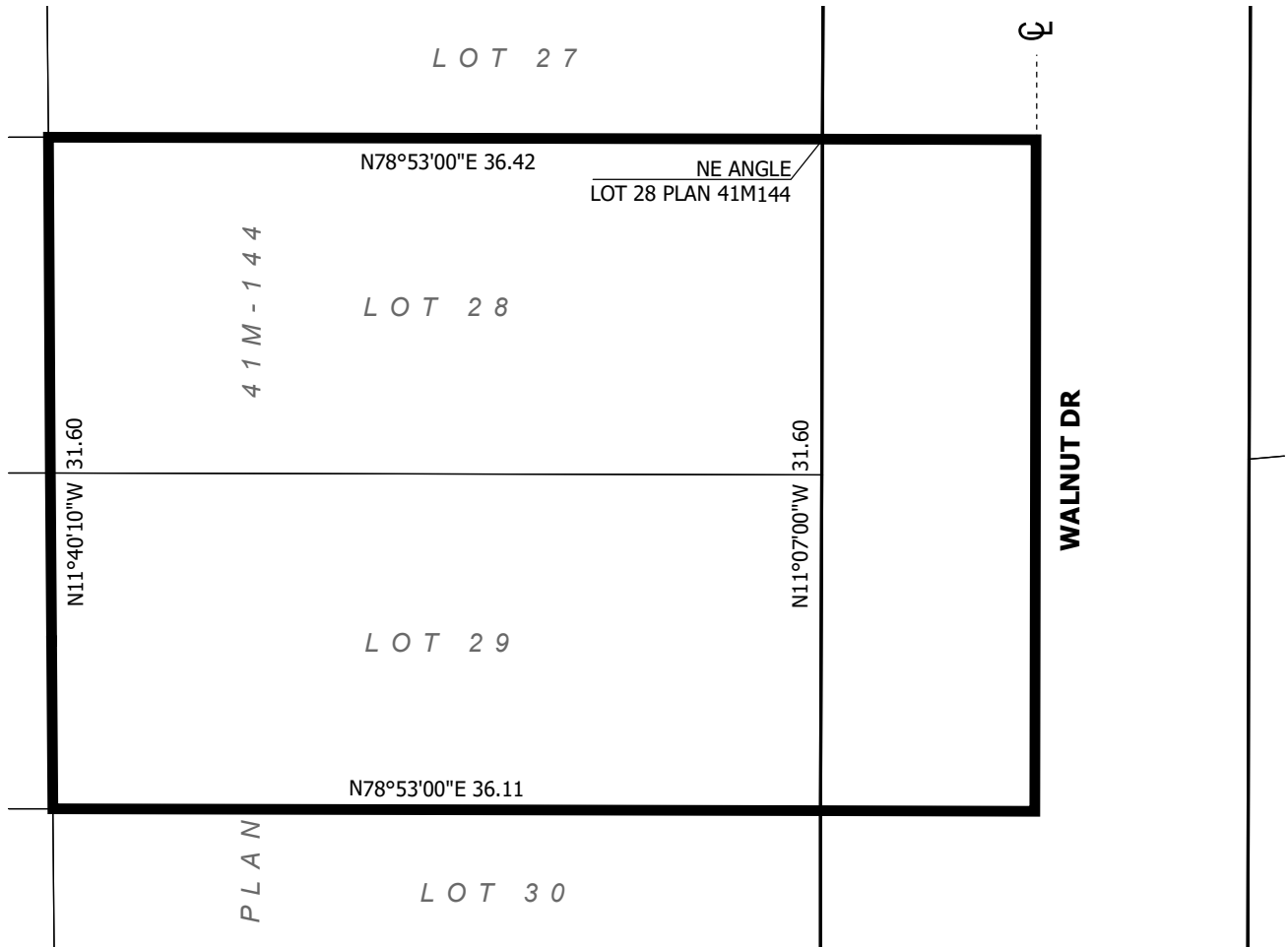
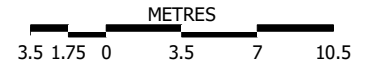
MAYOR – Deb Gilvesy

DEPUTY CLERK – Amelia Jaggard

SCHEDULE "A"

TO BY-LAW No. 2025-013

LOT 28 AND 29 REGISTERED PLAN 41M144
TOWN OF TILLSONBURG



AREA OF ZONE CHANGE TO R1A

NOTE: ALL DIMENSIONS IN METRES



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Information Services ©2025

THIS IS SCHEDULE "A"

TO BY-LAW No. 2025-013, PASSED

THE 10 DAY OF February, 2025

MAYOR - Deb Gilvesy

DEPUTY CLERK - Amelia Jaggard

THE CORPORATION OF THE TOWN OF TILLSONBURG

BY-LAW 2025-014

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

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

BE IT THEREFORE ENACTED by the Council of the Corporation of the Town of Tillsonburg as follows:

1. That Schedule "A" to By-Law Number 3295, as amended, is hereby further amended by changing to 'R1A-23' the zone symbols of the lands so designated 'R1A-23' on Schedule "A" attached hereto.
2. This By-Law comes into force in accordance with Sections 34(21) and (30) of the Planning Act, R.S.O. 1990, as amended.

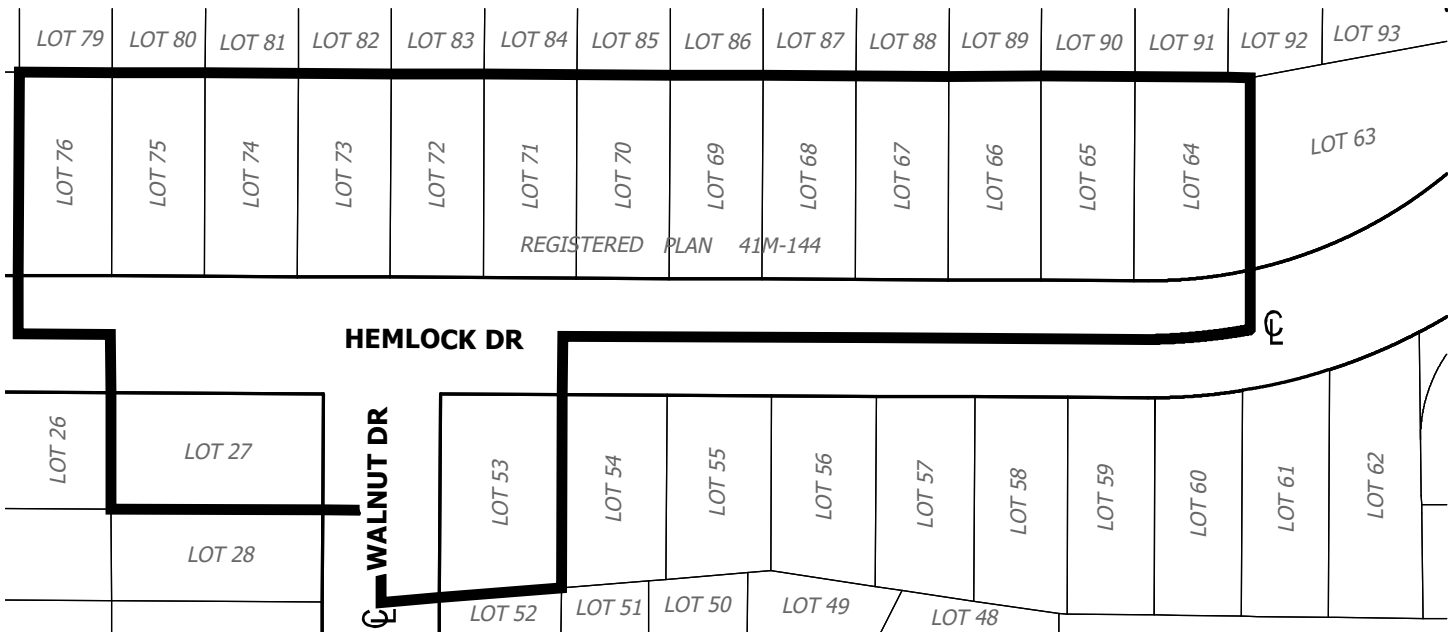
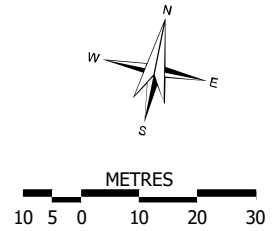
READ A First, Second, Third and Final time and passed this 10th of February, 2025.

MAYOR – Deb Gilvesy

DEPUTY CLERK – Amelia Jaggard

SCHEDULE "A"
 TO BY-LAW No. 2025-014

LOTS 27, 53 & 64-76, REGISTERED PLAN 41M-144
 TOWN OF TILLSONBURG



 AREA OF ZONE CHANGE TO R1A-23

NOTE: ALL DIMENSIONS IN METRES

THIS IS SCHEDULE "A"
 TO BY-LAW No. 2025-014, PASSED
 THE 10 DAY OF February, 2025

 MAYOR - Deb Gilvesy

 DEPUTY CLERK - Amelia Jaggard

THE CORPORATION OF THE TOWN OF TILLSONBURG

BY-LAW 2025-015

A BY-LAW to abandon part of the Bradburn Subdivision Municipal Drain.

WHEREAS Section 84 of the Drainage Act, R.S.O. 1990, c. D. 17 (the Act), authorizes a Council by by-law to abandon drainage works, and thereafter the municipality has no further obligation with respect to the drainage works; and

WHEREAS The Corporation of the Town of Tillsonburg (the Town) deems that part of the Bradburn Subdivision Municipal Drain (the Drain) as identified in Schedule A, can be abandoned for the purposes of future maintenance, as it has been wholly supplanted with storm sewers; and

WHEREAS The Town has complied with the notice requirements of Section 84 of the Act, and no objections to the proposed abandonment have been received;

BE IT THEREFORE ENACTED by the Council of the Corporation of the Town of Tillsonburg as follows:

1. That approximately 200 m of open drain on the Bethel Pentecostal Church property (Lot 8, Concession 11, former Township of Dereham) be abandoned.
2. That approximately 1,600 m of concrete tile ranging in size from 900 mm dia. to 200 mm dia. through the Bradburn and Westwinds Subdivision (Lot 8, Concession 10 and 11, Township of Dereham) be abandoned.
3. That all appurtenances associated with the Drain as described in the engineer's reports dated February 17, 1963, and October 29, 1965, be abandoned.
4. That the Bradburn Subdivision Drain Plan 1963 and the Phase 2 Plan 1965, attached hereto as "Schedule A" forms part of this by-law.
5. That this By-Law shall come into full force and effect on the date it is passed.

READ A First, Second, Third and Final time and passed this 10th of February, 2025.

MAYOR – Deb Gilvesy

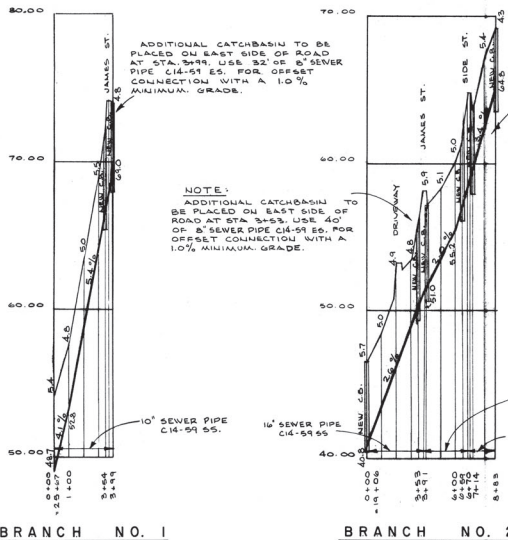
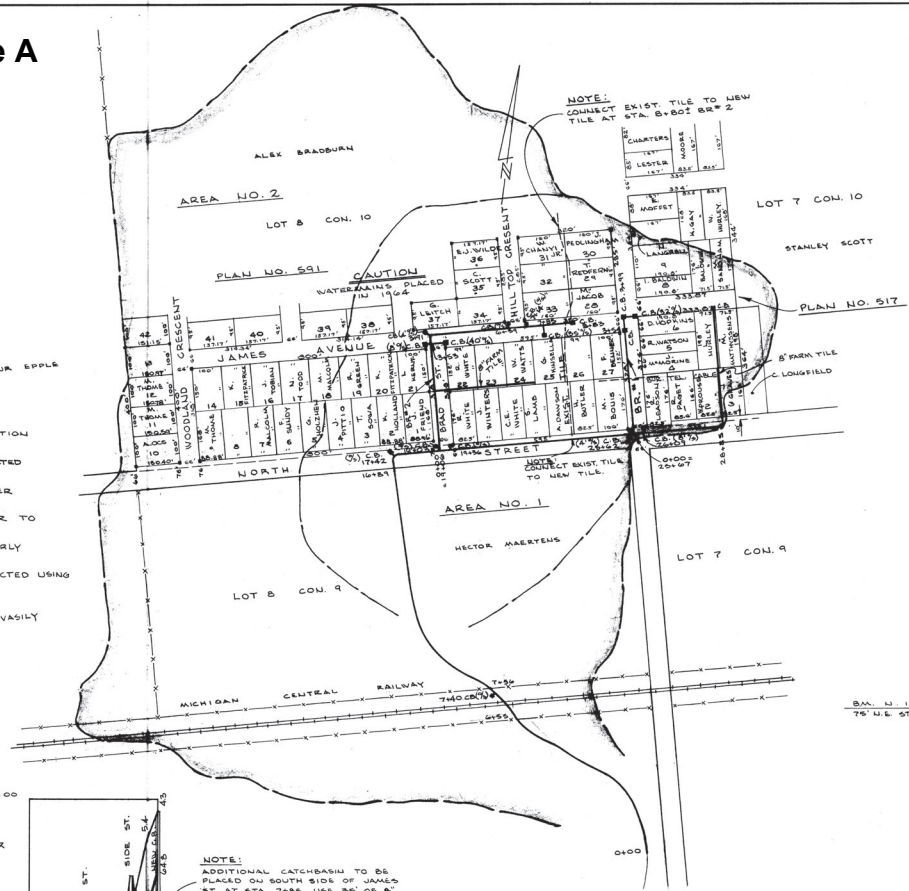
DEPUTY CLERK – Amelia Jaggard

By-Law 2025-015 Schedule A

Page 1 of 2

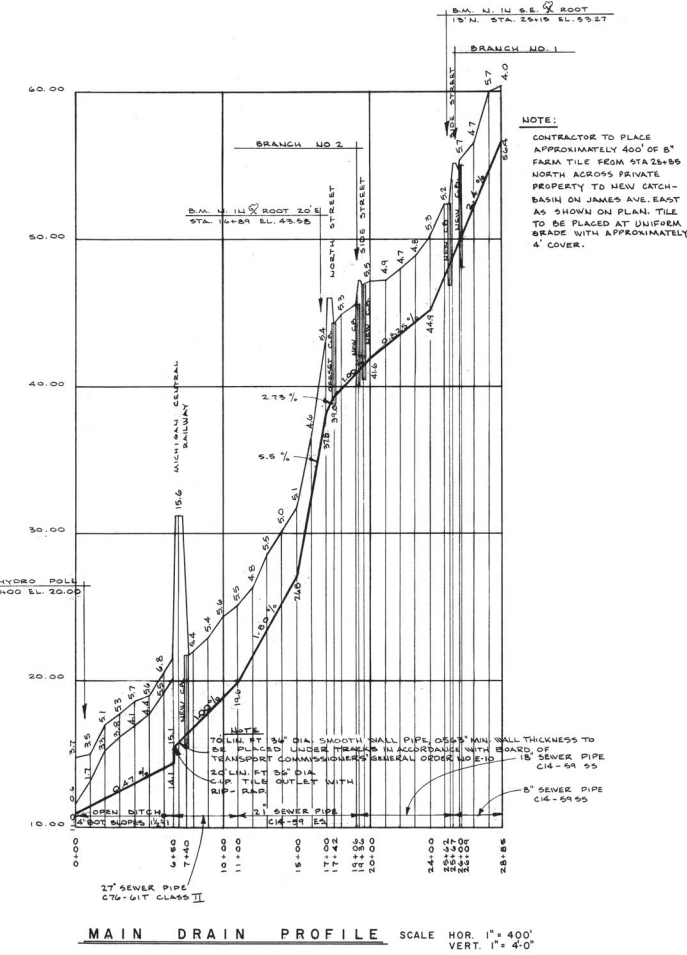
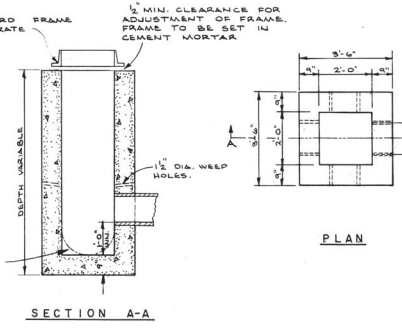
GENERAL NOTES

1. REFER TO SPECIFICATIONS FOR CONSTRUCTION OF MUNICIPAL DRAINAGE WORKS.
2. ALL ROAD CROSSINGS SHALL BE CONSTRUCTED AS PER THE ABOVE SPECIFICATIONS.
3. DRIVEWAYS SHALL BE REPAIRED AS PER THE ABOVE SPECIFICATIONS.
4. FOR CATCHBASIN CONSTRUCTION, REFER TO CATCHBASIN DETAIL ON THIS PLAN.
5. ALL ROADWAY DITCHES ARE TO BE PROPERLY DITCHED TO NEW CATCHBASINS.
6. ALL ROADWAY CROSSINGS SHALL BE CONSTRUCTED USING C4-69 EXTRA STRENGTH SEWER PIPE



NOTE:
ADDITIONAL CATCHBASIN TO BE PLACED ON SOUTH SIDE OF JAMES ST. AT STA. 7+85. USE 36\"/>

NOTE:
CONTRACTOR TO PLACE APPROXIMATELY 350' OF 8\"/>



- NOTES:**
1. MINIMUM STRENGTH CONCRETE AT 28 DAYS 3000 P.S.I.
 2. TO PERMIT USE OF COLLAPSIBLE FORMS, SEMI-CIRCULAR BOTTOM MAY BE EMPLOYED AT CONTRACTOR'S OPTION
 3. POROUS BACKFILL TO BE PLACED TO A MINIMUM THICKNESS OF 1 FT ON ALL SIDES.

LEGEND
SS - STANDARD STRENGTH
ES - EXTRA STRENGTH

	REVISED 2-1-66		
	BRADBURN SUBDIVISION DRAIN		
	TOWNSHIP OF DEREHAM		
	SCALE: AS SHOWN	APPROVED BY:	JOB NO. 6439
DATE: 17/2/05		DRAWN BY: N.E.R.	REVISED 25-11-05
PLAN & PROFILES			DRAWING NUMBER
A. M. SPRIET & ASSOCIATES LTD.			1
CONSULTING ENGINEERS			

By-Law 2025-015 Schedule A

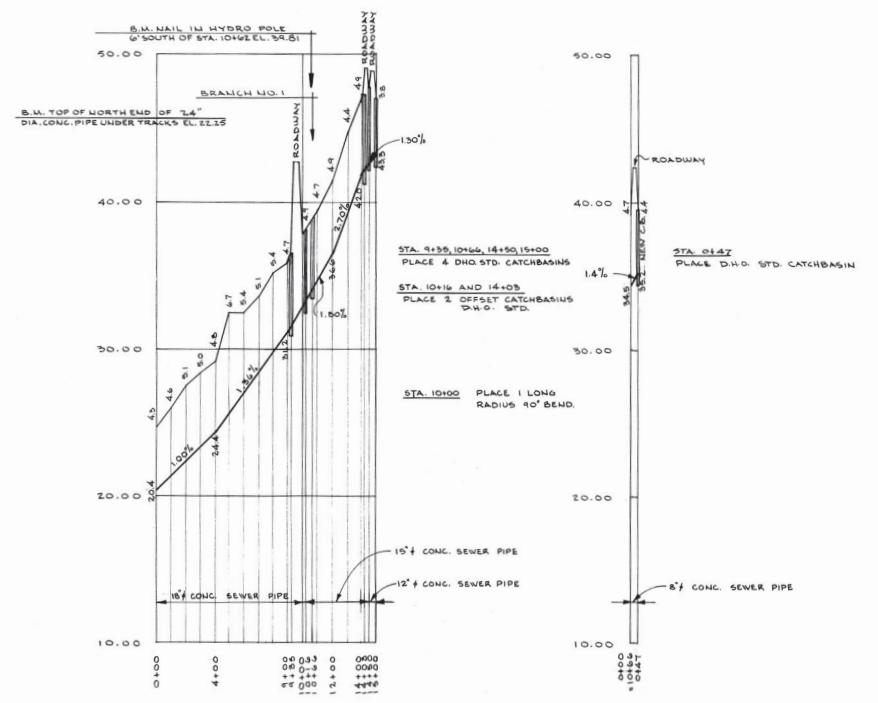
Page 2 of 2



PLAN SCALE 1"=200'

GENERAL NOTES

1. REFER TO SPECIFICATIONS FOR CONSTRUCTION OF MUNICIPAL DRAINAGE WORKS.
2. ALL ROAD CROSSINGS SHALL BE CONSTRUCTED AS PER THE SPECIFICATIONS.
3. DRIVEWAYS SHALL BE REPAIRED AS PER THE ABOVE SPECIFICATIONS.
4. FOR CATCHBASIN CONSTRUCTION, REFER TO CATCHBASIN DETAIL ON THIS PLAN.
5. ALL SEWER PIPE TO BE EXTRA STRENGTH, BELL & SPIGOT.

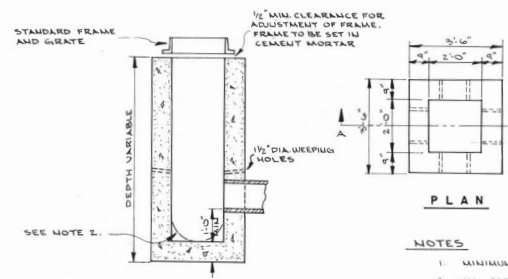


MAIN DRAIN PROFILE

SCALE HORT. 1"=400'
VERT. 1"=4'-0"

BRANCH NO. 1

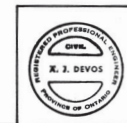
SCALE HORT. 1"=400'
VERT. 1"=4'-0"



CATCH BASIN DETAIL

NOTES

1. MINIMUM STRENGTH CONCRETE AT 28 DAYS 3000 P.S.I.
2. TO PERMIT USE OF COLLAPSIBLE FORMS, SEMI-CIRCULAR BOTTOM MAY BE EMPLOYED AT CONTRACTOR'S OPTION.
3. POROUS BACKFILL TO BE PLACED TO A MINIMUM THICKNESS OF 1 FT. ON ALL SIDES.



BRADBURN SUBD. DRAIN PHASE 2			
TOWNSHIP OF DERHAM			
SCALE: AS SHOWN	APPROVED BY:	JOB NO. 8533	DRAWN BY: E.A.J.
DATE: 29-10-65			REVISED:
PLAN & PROFILES			
A. M. SPRIET & ASSOCIATES LTD. CONSULTING ENGINEERS			DRAWING NUMBER 1

**THE CORPORATION OF THE TOWN OF TILLSONBURG
BY-LAW 2025-016**

**A BY-LAW to authorize the Bradburn Drain Mutual Agreement with The
Pentecostal Assemblies of Canada.**

WHEREAS the Town of Tillsonburg is desirous of entering into the Bradburn Drain Mutual Agreement with The Pentecostal Assemblies of Canada for the maintenance of the existing drain outlet.

BE IT THEREFORE ENACTED by the Council of the Corporation of the Town of Tillsonburg as follows:

1. That the mutual agreement attached hereto as Schedule A forms part of this By-Law;
2. That the Director of Operations and Development and Clerk be hereby authorized to execute the agreement attached hereto as Schedule A 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, Second, Third and Final time and passed this 10th of February, 2025.

MAYOR – Deb Gilvesy

DEPUTY CLERK – Amelia Jaggard

Bradburn Drain Mutual Agreement

Agreement made in duplicate this _____ day of _____, 2025.

Between:

The Pentecostal Assemblies of Canada, the Owner of Plan 41M305 Block 73, Pt. Lot 8, Con. 10, of the Town of Tillsonburg, County of Oxford

hereinafter called "the Church"

and

The Corporation of the Town of Tillsonburg (Hereinafter referred to as the "Town")

hereinafter called "the Town"

Reference to Drainage Act, RSO, 1990

This agreement is made under the authority of section 2 of The Drainage Act, RSO, 1990.

Whereas the lands upstream of the Church property within the Bradburn Subdivision Drain have been developed over time, and the existing drain has been supplanted with municipal storm sewers and storm water management facilities (SWMF),

And Whereas the open drain within the Church property continues to receive the water from the aforementioned developments,

And Whereas the Town requires a maintained legal outlet for the developments, that the open drain on the Church property currently provides.

Now Therefore the parties do hereby agree that the open drain on the Church property shall be repaired and maintained according to the following conditions.

Legal Description of Land

The property affected by this drainage agreement is described as follows:

Roll Number 3204-060-060-00181

Registered to The Pentecostal Assemblies of Canada

Plan 41M305 Block 73 of the Town of Tillsonburg in the County of Oxford

being the property of the Church.

Description of Drainage Works

The drainage system exists fully on the Church property in Lot 8, Con. 11 described as Plan 41M305 Block 73. The drain can be described as approximately 198 m of open drain, with a depth ranging from 1-2 m, a 0.47% channel grade, 1.2 m bottom width, and 1.5:1 side slopes. The drain runs on a northwest to southeast direction on the northeastern corner of the Church property, from the crossing under the maintenance road to the Church property access crossing.

It should be noted that all portions of the Bradburn Municipal Drain, including the upstream tiles, have been abandoned under By-Law 2025-015. The tile system has been replaced with municipal storm sewers.

Maintenance

The Church shall not obstruct the flow from the upstream lands by filling in the existing drain or by placing obstructions within the drain. The Church shall periodically monitor the existing drain and contact the Town within a reasonable time frame if the drain requires maintenance.

On reasonable notice in writing to the Church, the Town shall repair the drain that lies within the Church's property boundaries. The Church shall allow access for repairs, maintenance, or inspection of the drain within one week of the Town giving notice. The Church will not be responsible for carrying out any maintenance activities.

Costs

The entire cost of the repair and maintenance of the drain in Lot 8, Concession 11, exclusive of the private culverts, shall be borne and paid by the Town.

This agreement herein contained when executed by the Parties hereto, shall be registered in the proper Registry Office and any costs shall be borne by the Town. The provisions herein contained shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and assigns.

Notice

All notices, requests, directions or other communications (" Notices") required or permitted herein will be in writing and will be delivered to the parties hereto respectively as follows:

If to the Town:

The Corporation of the Town of Tillsonburg

10 Lisgar Ave.

Tillsonburg, ON N4G 5A5

519-688-3009

Attn: Clerk

If to the Church:

The Pentecostal Assemblies of Canada

2450 Milltower Court

Mississauga, ON L5N 5Z6

905-542-7400

And

Bethel Pentecostal Church

269 Quarter Town Line

Tillsonburg, ON N4G 5W5

519-842-9401

IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this Agreement as of the date first written.

The Corporation of the Town of Tillsonburg

By: _____

Name: Christopher Baird

Title: Acting Director of Operations & Development

By: _____

Name: Amelia Jaggard

Title: Deputy Clerk

Date: _____

We have authority to bind the Corporation.

The Pentecostal Assemblies of Canada

By: _____

Name:

Title:

Date: _____

I have authority to bind the Pentecostal Assemblies of Canada.

**THE CORPORATION OF THE TOWN OF TILLSONBURG
BY-LAW 2025-018**

A BY-LAW to authorize an agreement with LiveBarn Inc.

WHEREAS the Town of Tillsonburg is desirous of entering into an agreement with LiveBarn Inc. for the provision of video streaming services at the Tillsonburg Community Centre.

BE IT THEREFORE ENACTED by the Council of the Corporation of the Town of Tillsonburg as follows:

1. That the agreement with LiveBarn Inc. attached hereto as Schedule A forms part of this By-Law;
2. That the Mayor and Clerk be hereby authorized to execute the agreement attached hereto as Schedule A 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, Second, Third and Final time and passed this 10th of February, 2025.

MAYOR – Deb Gilvesy

DEPUTY CLERK – Amelia Jaggard

VENUE AGREEMENT

DATE:

display a combination of LiveBarn highlights and a live feed, as well as additional LiveBarn information.

BETWEEN: LIVEBARN INC. ("LiveBarn")

1.3 Title to all hardware, software, and wiring shall remain in the name of LiveBarn.

and

TOWN OF TILLSONBURG ("Venue Owner")

1.4 Subject to sections 1.8 and 1.9 below, all content streamed using the Automated Online Streaming Service, including the video and audio relating to all sports and recreational activities occurring on each Playing Surface (collectively, the "Content") will be made available to subscribers of the LiveBarn Platform on a monthly subscription basis. In addition, per copyright for specific events, the Content may be made available only to users on an alternative platform. In either case, LiveBarn will determine the pricing for the applicable platform. From time to time, LiveBarn may provide a free trial at its discretion.

WHEREAS LiveBarn Inc. and Venue Owner wish to enter into this Agreement pursuant to which LiveBarn will install at Venue Owner's Ice Rink Sheet described in the attached Schedule "A" (each being an "Ice Rink Sheet") a fully automated online streaming system for the delivery of live and/or on demand video and audio streaming to internet connected devices such as smartphones, computers or tablets (the "Automated Online Streaming Service");

WHEREAS the Automated Online Streaming Service offered by LiveBarn can stream Content (as defined below) via LiveBarn's subscription-based platform (the "LiveBarn Platform");

1.5 Revenue generated from the Automated Online Streaming Service will be the property of LiveBarn; however for content streamed on the LiveBarn platform, LiveBarn will supply Venue Owner with a unique code to enable it to market and solicit new memberships for the LiveBarn Platform, for which LiveBarn will pay Venue Owner twenty percent (20%) of the revenues generated from the LiveBarn Platform memberships over the full lifetime of these memberships, during the term of this Agreement. The above code will enable Venue Owner to solicit LiveBarn memberships by providing potential members with the attraction of a 10% discount. This code will track the memberships generated by Venue Owner on a quarterly basis. The above payments to Venue Owner will only apply to LiveBarn memberships originated with the unique code allocated to Venue Owner. LiveBarn will pay Venue Owner its revenue share within 30 days of the end of each calendar quarter together with a corresponding revenue statement. Venue Owner will provide a staff person to communicate with and receive LiveBarn's various local marketing initiatives (including social media) as described below.

NOW, THEREFORE, in consideration for the mutual promises set out below, and for other good and valuable consideration acknowledged by the parties, LiveBarn and Venue Owner agree as follows:

1 AUTOMATED ONLINE STREAMING SERVICE

1.6 LiveBarn shall be the exclusive owner of all rights in and to the Content, and shall have the exclusive right to Streaming the Content for all purposes and in any manner it determines in its sole discretion, including by providing its Streaming signal to national broadcasters and digital media distributors. Without limiting the foregoing, the Venue Owner acknowledges that online distributions of the Content from each Ice Rink Sheet will be made available to all subscribers of the LiveBarn Platform, subject to sections 1.8 and 1.9 below.

1.1 LiveBarn shall, at its own expense, install and maintain all hardware, software and internet bandwidth required for the operation and maintenance of the Automated Online Streaming Service in regards to each Ice Rink Sheet. The initial installation will occur within six months from the date of this Agreement (such six month date being herein referred to as the "Latest Install Date"); it will be scheduled with the written approval (including email) of Venue Owner, and concurrently with the installation, LiveBarn will specifically explain to Venue Owner representative onsite exactly where any hardware or other components will be installed. Installation will then only proceed with the consent of Venue Owner which consent will be deemed upon LiveBarn undertaking its installation. The initial installation for each Ice Rink Sheet shall include one (1) computer, one (1) router, one (1) modem, between one (1) and three (3) power converters, and up to two (2) cameras to be placed on the side walls or on the beams or columns extending from the walls. The internet connection and computer shall be located adjacent to the respective Ice Rink Sheet in a secure location with electrical power outlets. The exact selection of camera locations will be made after consideration for optimal streaming quality and avoidance of any obstruction. Any modification to the installation will only be undertaken with the permission and process with Venue Owner as outlined above. Venue Owner shall assume the cost of electricity for the components installed in connection with this Agreement.

1.7 LiveBarn will provide Venue Owner with an exclusive online administrative password to enable Venue Owner in its discretion to "blackout" any particular dates or time periods from being streamed on any selected Ice Rink Sheet (the "Blackout Restrictions").

1.2 In addition LiveBarn shall, at its expense and upon Venue Owner's request, install one TV which will

VENUE AGREEMENT

1.8 LiveBarn will also provide Venue Owner with the ability in its discretion to restrict viewer access to any streaming from its Venue to a pre-selected potential audience for privacy purposes.

1.9 During the Term (as defined below), LiveBarn will provide Venue Owner with three (3) complimentary LiveBarn accounts for each Ice Rink Sheet.

1.10 LiveBarn will hold Venue Owner harmless for any injuries to LiveBarn employees and agents in connection with their work.

2 TERM AND TERMINATION

2.1 The term of this Agreement commences on the date hereof and continues until the six year anniversary of the Latest Install Date (the "Term"), and it will automatically renew for successive terms of two (2) years, unless either party notifies the other in writing of its intent to discontinue this Agreement at least ninety (90) days before the expiration of the then current term.

2.2 Notwithstanding the foregoing, but subject to Subsection 3.1 below, either party shall have the right to terminate this Agreement for any reason upon giving (90) days written notice to the other party.

2.3 Upon termination of this Agreement by expiration of the term or for any other cause, LiveBarn shall, at its own cost and expense, remove all hardware, software and wiring from Venue Owner's location.

2.4 Venue Owner shall have the right to terminate this Agreement if LiveBarn materially breaches this Agreement and the material breach is not cured to within forty (40) days after Venue Owner provides written notice which outlines such breach to LiveBarn.

3 EXCLUSIVITY

3.1 In consideration for the investment of time and expense incurred by LiveBarn to fulfill its obligations under this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Venue Owner hereby declares and agrees that for the initial period of six (6) years, and all renewal periods, from the commencement date of the Term, and notwithstanding the termination of this Agreement by the Venue Owner, for any reason, LiveBarn shall have the absolute exclusivity to stream Content from each of the Ice Rink Sheets using unmanned operated cameras. For greater certainty, the said exclusivity shall apply for the six (6) year period even if the Venue Owner elects to terminate this Agreement pursuant to Subsection 2.2 above prior to the expiration of the Term.

3.2 The Venue Owner hereby declares and acknowledges that the foregoing exclusivity, including the term thereof, is reasonable in the circumstances, and that LiveBarn is relying upon such exclusivity in connection

with the provision of the Automated Online Streaming Service and that LiveBarn would not have entered into this Agreement without such exclusivity. However, the foregoing exclusivity shall not apply should LiveBarn cease operations or to the extent Venue Owner terminates this agreement in accordance with section 2.4.

3.3 Venue Owner acknowledges and agrees that, in the event of a breach or threatened breach by it of the provisions of Subsection 3.1 above, LiveBarn will have no adequate remedy in money or damages and, accordingly, shall be entitled to an injunction in a court of competent jurisdiction against such breach. However, no specification in this Agreement of any specific legal or equitable remedy shall be construed as a waiver or prohibition against any other legal or equitable remedies in the event of a breach of any of the provisions of this Agreement.

4 SUPPLY OF AUTOMATED ONLINE STREAMING SERVICE

4.1 LiveBarn will use reasonable skill and care to make the Automated Online Streaming Service available throughout the Term. Notwithstanding the foregoing, LiveBarn shall have no responsibility, liability, or obligation whatsoever to Venue Owner, or any other third party, for any interruptions of the Automated Online Streaming Service.

4.2 LiveBarn may, without any liability to Venue Owner, suspend the supply of all or part of the Automated Online Streaming Service upon giving Venue Owner notice. This would occur if the LiveBarn equipment is repeatedly damaged or LiveBarn is unable to obtain a sufficient internet signal to the venue.

4.3 The Venue Owner agrees to notify LiveBarn by email to venuesupport@livebarn.com as soon as it becomes aware of any interruption or malfunction with the Automated Online Streaming Service. Venue Owner will not be responsible for damage or malfunction of any equipment and LiveBarn will repair or replace at its cost any malfunctioning components which is required. Any required service visit by LiveBarn will be scheduled with the written approval (including email) of Venue Owner. LiveBarn will specifically explain the repair, replacement or service work to Venue Owner representative onsite and this work will only proceed with the consent of Venue Owner which consent will be deemed upon LiveBarn undertaking its work.

4.4 From time to time there will be on site adjustments requiring assistance from a technically proficient person at the Venue. Venue Owner will be responsible to supply such person when necessary.

5 NOTICE TO PUBLIC

5.1 The Venue Owner agrees to post a notice at the entrance to its venue and inside each Ice Rink Sheet, advising the public that the venue is monitored by video cameras for security, safety and commercial purposes, and participants waive any claim relating to the capture or

VENUE AGREEMENT

public transmission of his/her participation while at the venue. LiveBarn will supply and post these notices during its initial installation and reserves the right to modify the language contained therein from time to time, in its sole discretion, to satisfy its legal obligations.

5.2 In all agreements with parties for usage of the Venue, Venue Owner will include provisions both disclosing the existence of LiveBarn streaming at the Venue and requiring such parties to notify all their users of the Venue of this. LiveBarn and Venue Owner each agree to not stream any Content if it is properly notified in writing, in advance, by any individual directly related to the Content.

6 MARKETING

6.1 Venue Owner agrees to promote LiveBarn through all available avenues discussed in this section, understanding that it is in Venue's best interest financially to market LiveBarn to their customers and patrons. LiveBarn will also provide, at its expense, a minimum of one (1) 2.5 x 6' color printed standing banner, branded with Venue Owner's unique code described in Subsection 1.5, to be displayed within Venue Owner's lobby in a prominent location. Venue Owner understands that failure to comply and make reasonable promotion and marketing efforts will result in lower revenue share payments to Venue Owner.

6.2 Venue Owner will provide a marketing contact person (s) who will be responsible for interacting with LiveBarn and becoming knowledgeable about the various LiveBarn marketing and promotion initiatives. Upon installation of LiveBarn, Venue Owner will make said contact available for a 30 minute video web session, serving as an orientation into all of the best practices for introducing and promoting LiveBarn. This person will subsequently be responsible for implementing promotion and marketing initiatives to Venue's customers and patrons.

6.3 Venue Owner will place a LiveBarn banner or link on their website with a backlink and embedded demo video where possible. Venue Owner will do the same with any organizations, associations, clubs and affiliates that it owns that use their facility.

6.4 Venue Owner will announce the LiveBarn installation as well as embed any demo video on all of their social media networks. Venue Owner will also like and follow LiveBarn on said social media networks as well as share content when tagged, acknowledging that this will only be used when venue is directly involved with any video shared. Venue Owner will do the same with any organizations, associations, clubs, affiliates that it owns that use their facility.

7 GENERAL

7.1 Any amendment to this Agreement must be in writing and signed by both parties.

7.2 Although LiveBarn will remain liable for its obligations hereunder, LiveBarn shall be permitted to use agents and subcontracts to perform its installation, maintenance and repair obligations hereunder.

7.3 The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

7.4 If any part of this Agreement is held to be invalid or unenforceable, that part will be severed and the rest of the Agreement will remain in force. Headings herein are for reference only.

7.5 LiveBarn hereby represents that it maintains \$5,000,000 of General Liability Insurance, \$2,000,000 in Media Coverage Insurance and \$2,000,000 in Cyber Insurance, and that upon execution of this Agreement Venue Owner will become a Certificate Holder, with its name and location included.

7.6 All notices required under this Agreement must be given in writing and by email to LiveBarn at venuesupport@livebarn.com, fmiller@livebarn.com, ray@livebarn.com, and to Venue Owner at its address listed herein. Either party may change its address from time to time by providing notice of such change to the other party.

7.7 This Agreement describes the entire understanding and agreement of the parties and supersedes all oral and written agreements or understandings between them related to its subject matter.

7.8 This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which taken together will be deemed to be one instrument.

7.9 This Agreement is governed by and will be interpreted under the laws of the Province of Ontario. Any disputes shall be heard in the courts of the city of Toronto.

7.10 Each party shall keep the terms contained herein confidential and neither of its directors, officers, employees, agents or representatives, where applicable, shall disclose the terms contained herein without the express written consent of the other party, unless such disclosure is required by applicable law.

7.11 Venue Owner will not be liable to LiveBarn by reason of inconvenience or annoyance for any damages or lost revenue due to power loss or shortage, mechanical breakdown, structural damage, roof collapse, fire, flood, renovations, improvements, alterations, or closure of the facility by it or any regulatory agency.

VENUE AGREEMENT

7.12 LiveBarn consents to Venue Owner promoting in its marketing materials that LiveBarn supplies it with the LiveBarn installed product.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and at the place first above mentioned.

LIVEBARN INC.

Signature:

Ray Giroux, COO



February 6th, 2025

Signature: _____

Print Name:

Date:

SCHEDULE A (REQUIRED)

Venue Name and Address:

(i.e. Rink #1 or Main Rink)

Tillsonburg Community Centre (2 ice surfaces)

45 Hardy Avenue, Tillsonburg, ON N4G 3W9

We require one point of contact to initiate communication with for each venue. This person will receive a request to complete an online form that gathers information about the venue and points of contact.

Primary Contact - Venue General Manager or Decision Maker:

Name:

Work Number:

Cell Phone:

Email Address:

**THE CORPORATION OF THE TOWN OF TILLSONBURG
BY-LAW 2025-019**

A BY-LAW to authorize an easement agreement with the County of Oxford.

WHEREAS the Town of Tillsonburg deems it necessary and expedient to enter into an easement agreement with the County of Oxford for a 5 metre strip of land along the west side of Parts 1 and 3, Plan 41R-10438 as well as Parts 13 and 16 on Plan 41R-10330 and to be described by a new reference plan.

BE IT THEREFORE ENACTED by the Council of the Corporation of the Town of Tillsonburg as follows:

1. That the easement agreement attached hereto as Schedule A forms part of this By-Law;
2. That the Mayor and Clerk be hereby authorized to execute the agreement attached hereto as Schedule A on behalf of the Corporation of the Town of Tillsonburg, and to execute any documents required to effect the placement of the easement;
3. That this by-law shall come into force and take effect on the date it is passed.

READ A First, Second, Third and Final time and passed this 10th of February, 2025.

MAYOR – Deb Gilvesy

DEPUTY CLERK – Amelia Jaggard

THIS AGREEMENT made this _____ day of _____, 2025.

COUNTY OF OXFORD

is herein described as the "County"

and

THE CORPORATION OF THE TOWN OF TILLSONBURG

is herein described as the "Owner"

of a 5 metre strip of land along the west side of Parts 1 and 3, Plan 41R-10438 as well as Parts 13 and 16 on Plan 41R-10330 and to be described by a new reference plan

The purpose of the easement (hereinafter referred to as the "right-of-way") is for the construction, operation, maintenance, inspection, alteration, removal, replacement, reconstruction and/or repair of underground services (hereinafter "Services") together with the right of ingress and egress to and from the right-of-way over the said land for all purposes necessary or incidental to the exercise and enjoyment of the rights herein granted.

This easement is in gross.

These rights and easements are granted as and from the date hereof and for so long thereafter as the County desires to exercise the same on the following terms which are hereby mutually covenanted and agreed to:

1. The Owner shall have the right fully to use and enjoy the right-of-way except as may be necessary for the purposes herein granted to the County subject to the other terms and conditions set out below; provided, however, that the Owner shall not, without the prior written consent of the County, excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on, over, under or through the right-of-way any pit, well, foundation, building or other structure other than one of a temporary nature.
2. The Owner may pave or surface or erect a fence or fences across the right-of-way, contingent on the fence posts not being located directly over the servicing located in the easement, and subject to the provision of paragraph 4 herein.
3. The Owner covenants and agrees not to construct a building on the right-of-way other than of a temporary nature and should the County wish to exercise its right to install or maintain the Services as contemplated herein, the Owner covenants and agrees at its own expense to remove such temporary structure for such installation or maintenance upon 60 days notice in writing given by the County to the Owner.
4. It is understood and agreed between the parties hereto that the Owner may complete improvements to the right-of-way as expressly contemplated in Paragraph 2, provided that the Owner shall be responsible for all reinstatements should the County install any of the Services mentioned herein over the right-of-way and by doing so cause damage to any of the said improvements. The County's responsibility shall be limited to returning the property to its pre-existing condition.
5. The Owner covenants and agrees that no trees shall be planted or cultivated on the right-of-way except with the express written approval of the County.
6. Notwithstanding that in constructing, maintaining and operating the Services the County may install pipe and other equipment and appurtenances in or under the right-of-way in such manner that it or they may become affixed to the realty, the title to such pipe and other equipment and appurtenances shall remain with the County.
7. As long as the County performs and observes the covenants and conditions contained in this Agreement, it shall peaceably hold and enjoy the rights and easement hereby granted without hindrance, molestation or interruption on the part of the Owner, or of any person claiming by, through, under or in trust for the Owner.
8. Either party shall have the absolute right to assign this agreement in whole or in part, as to all or any portion of the rights, benefits or obligations accruing to it hereunder, and upon such assignment, shall give to the other party written notice thereof within 30 days.

EASEMENT AGREEMENT

9. All notices to be given hereunder may be given by registered letter addressed to the County at P.O. Box 1614, Woodstock, Ontario N4S 7Y3, and to the Owner at **10 Lisgar Avenue, Tillsonburg, ON, N4G 5A7** or such other address as the County and the Owner may respectively from time to time appoint in writing, and any such notice shall be deemed to be given to and received by the addressee 7 days after the mailing thereof, postage prepaid.

10. The Owner will, if so requested by the County, execute such further documents of title and assurances in respect of the said land as may be required to perfect the County's interest in the said land.

11. Nothing contained herein shall be deemed to vest in the County any title to mines or minerals in or under the right-of-way, except only the parts thereof that are necessary to be dug, carried away or used in the construction of the works of the County and except as hereinbefore provided, all such mines and minerals shall be deemed to be excepted from the rights given to the County in the right-of-way.

12. The County covenants that it will not make any above ground installations upon (other than line markers installed at the fence lines), or fence in any part of the right-of-way.

13. This right-of-way and easement is, and shall be, of the same force and effect as a covenant running with the land, and this agreement shall extend to, be binding upon, and enure to the benefit of the heirs, executors, administrators, successors and assigns of the Owner and the County respectively. Wherever the singular or masculine is used it shall be construed as if the plural or feminine or the neuter, as the case may be, had been used, where the context or the party or parties hereto so require. Where such construction is necessary, the rest of the sentence shall be construed as if the grammatical or terminological changes thereby rendered necessary had been made.

14. It is agreed that the Owner shall have the right to transfer its interest in the said land and the covenants and conditions herein contained in one or more parcels and by one or more conveyances, and that all the covenants and conditions herein contained shall extend to and be binding upon and enure to the benefit of each successor in title with respect to each and every parcel so transferred.

15. The parties hereto hereby accept all the terms, covenants and conditions contained herein and agree to carry out the same as therein set forth.

IN WITNESS WHEREOF the Owner has executed and delivered this Agreement as of the _____ day of _____ 2025.

TOWN OF TILLSONBURG

Deb Gilvesy
Mayor

Amelia Jaggard
Deputy Clerk

IN WITNESS WHEREOF the County has executed and delivered this Agreement as of the _____ day of _____ 2025.

COUNTY OF OXFORD

Gordon K. Hough, RPP
Director of Community Planning

Benjamin R. Addley
Chief Administrative Officer

**THE CORPORATION OF THE TOWN OF TILLSONBURG
BY-LAW 2025-020**

A BY-LAW to confirm the proceedings of Council at its meeting held on FEBRUARY 10, 2025.

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 February 10, 2025, 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, Second, Third and Final time and passed this 10th of February, 2025.

MAYOR – Deb Gilvesy

DEPUTY CLERK – Amelia Jaggard