

# The Corporation of the Town of Tillsonburg

## Council Meeting

### AGENDA



Monday, February 24, 2025

6:00 PM

LPRCA

4 Elm St

Tillsonburg

- 
1. Call to Order
  2. Closed Session
  3. Moment of Silence
  4. Adoption of Agenda

Moved By: \_\_\_\_\_

Seconded By: \_\_\_\_\_

THAT the agenda for the Council meeting of February 24, 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 February 10, 2025, be approved.

7. Presentations
8. Public Meetings

8.1 Applications for Consent and Minor Variance B24-65-7; B24-66-7; and A24-03-3  
2566546 Ontario Inc (Kok & Co) - 22 North Street East

Moved By: \_\_\_\_\_

Seconded By: \_\_\_\_\_

THAT Council advise the Land Division Committee that the Town supports Application File A24-17-7, submitted by 2566546 Ontario Inc, for lands described as Part of Lot 6, Concession 10 Dereham, Parts 2 and 3 Plan 41R-6048, Town of Tillsonburg, municipally known as 22 North Street East, as it relates to:

1. Relief from Section 6.2- R1 Zone Provisions, to reduce the minimum required lot area for a corner lot from 608 m<sup>2</sup> (6,544 ft<sup>2</sup>) to 550 m<sup>2</sup> (5,920 ft<sup>2</sup>);
2. Relief from Section 6.2- R1 Zone Provisions, to reduced the minimum required lot frontage from 19 m (62.3 ft) to 16.5 m (54.1 ft)

AND THAT Council advise the Land Division Committee that the Town is in favour of the proposal to sever the subject property, subject to the conditions contained in report CP 2025-65.

## **8.2 Applications for Zoning By-law Amendment ZN 7-24-08 and ZN 7-24-09 – Hoang Investments Inc. - 11 and 15 Hemlock Drive**

Moved By: \_\_\_\_\_

Seconded By: \_\_\_\_\_

THAT Council approve the Zoning By-law Amendment applications (ZN 7-24-08 & ZN 7-24-09), submitted by Hoang Investments Ltd., for lands legally described as Lots 57 and 58, Plan 41M-144 in the Town of Tillsonburg, to remove the Holding Provisions from lands as identified on Plate 3 of Report No. CP 2025-47.

## **9. Planning Reports**

## **10. Delegations**

## **11. Deputation(s) on Committee Reports**

### **11.1 Economic Development Advisory Committee Recommendation - Development Charges - EDM-25-009**

Moved By: \_\_\_\_\_

Seconded By: \_\_\_\_\_

- A. THAT report EDM 25-009 titled “Economic Development Advisory Committee Recommendation – Proposed Industrial Development Charges” be received as information; and
- B. THAT Council supports the Committee’s recommendation:
  - a. THAT the Economic Development Advisory Committee seeks Council's support to address Oxford County Council at a future meeting to speak to the impact of development charges on industrial development particularly in light of a softening industrial market, the Town’s supply of industrial land coming to market and the impact of the U.S. tariffs which

could further exacerbate the challenge of attracting industrial development to help the Town of Tillsonburg maintain a more competitive position against neighbouring municipalities that do not have development charges currently.

## 12. Information Items

## 13. Staff Reports

### 13.1 Chief Administrative Officer

### 13.2 Corporate Services

### 13.3 Economic Development

#### 13.3.1 Approval for Out-of-Country Event Attendance – Hannover Messe 2025 - EDM-25-004

Moved By: \_\_\_\_\_

Seconded By: \_\_\_\_\_

- A. THAT report EDM 25-004 Approval for Out-of-Country Event Attendance – Hannover Messe 2025 be received; and,
- B. THAT the Development Commissioner be authorized to travel to Hannover Messe 2025 as part of the Town's membership in the Southwestern Ontario Marketing Alliance in support of the Town's Foreign Direct Investment goals and with a shift in focus to Europe due to current economic conditions and threats; and,
- C. THAT the 2025 Economic Development & Marketing Budget be revised as follows:
  - a. Re-instatement of \$4,950 in Meeting Expenses for travel and related costs;
  - b. Re-instatement of offsetting revenue of \$3,500 (draft budget amount was \$2,500), reflecting a higher number of Per Diem amounts (7 days); and,
  - c. Reduction of \$1,450 in Membership Expenses reflecting the actual 2025 SOMA Membership fees; For a net budget impact of \$0.

#### 13.3.2 Community Improvement Plan Application - 102 Tillson Avenue, Unit I - EDM-25-006

Moved By: \_\_\_\_\_

Seconded By: \_\_\_\_\_

- A. THAT Council receives report titled EDM 25-006 Community Improvement Plan Application – 102 Tillson Avenue, Unit I; and,

- B. THAT the 102 Tillson Avenue, Unit I, property tenant, Skill Shot Pinball, be approved for funding through the Town's Community Improvement Plan, related to interior renovations and accessibility improvement renovation costs as follows:
  - a. Commercial Building Interior Renovation Program – Matching funds up to a maximum of \$5,000;
  - b. Accessibility Renovation Grant – Matching funds up to a maximum of \$3,000.

**13.3.3 Community Improvement Plan Application - 356 Tillson Avenue - EDM-25-007**

Moved By: \_\_\_\_\_

Seconded By: \_\_\_\_\_

- A. THAT Council receives report titled EDM 25-007 Community Improvement Plan Application – 356 Tillson Avenue; and,
- B. THAT the 356 Tillson Avenue property tenant, Paws & Claws, be approved for funding through the Town's Community Improvement Plan, related to interior renovations and accessibility improvement renovation costs as follows:
  - a. Accessibility Renovation Grant – Matching funds up to a maximum of \$3,000; and,
- C. THAT the 356 Tillson Avenue property be approved for the Tax Increment Grant Back Program of the Community Improvement Plan, related to enhancements of the property, at the General Level, which offers the following growth-related rebates:
  - a. Years 1 - 100% rebate of the Town's portion of the incremental tax increase;
  - b. Year 2 - 80% rebate;
  - c. Year 3 - 60% rebate;
  - d. Year 4 - 40% rebate;
  - e. Year 5 - 20% rebate; and,

with full property taxes being payable in year 6.

**13.3.4 Offer to Purchase - Venison Street East Parcel (Verhoeve) - EDM-25-008**

Moved By: \_\_\_\_\_

Seconded By: \_\_\_\_\_

- A. THAT report EDM 25-008 titled "Offer to Purchase – Venison Street East Parcel (Verhoeve)" be received; and,
- B. THAT a by-law be brought forward authorizing the Mayor and Clerk to enter into an Agreement of Purchase and Sale with Maurice J. Verhoeve Funeral Homes Burial and Cremation

Services Inc for lands located on the south side of Venison Street East described as part of Lot 994, Plan 500, and more particularly described as Part 2, Plan 41R-7347 and to execute any documents required to effect the transfer of these lands.

#### 13.4 Finance

#### 13.5 Fire and Emergency Services

#### 13.6 Operations and Development

##### 13.6.1 T GO Inter-Community Transit Project - Status Update - OPD-25-005

Moved By: \_\_\_\_\_

Seconded By: \_\_\_\_\_

- A. THAT report OPD 25-005 titled "T:GO Inter-Community Transit – Status Report" be received as information; and
- B. THAT Council direct staff to develop a communication strategy to advise residents of the pending cessation of the program effective April 1, 2025; and
- C. THAT Council authorize the CAO and Director of Operations and Development to renew the In-Town service agreement with Voyago effective April 1, 2025 to March 31, 2026.

#### 13.7 Recreation, Culture and Parks

##### 13.7.1 Memorial Bench Program Update - RCP-25-011

Moved By: \_\_\_\_\_

Seconded By: \_\_\_\_\_

THAT report RCP 25-011 titled "Memorial Bench Program Update" be received as information.

##### 13.7.2 CBC Notice of Intent - RCP-25-012

Moved By: \_\_\_\_\_

Seconded By: \_\_\_\_\_

- A. THAT report RCP 25-012 titled "CBC Notice of Intent" be received as information; and
- B. THAT Council approve the second extension agreement between the Town of Tillsonburg and the Canadian Broadcasting Corporation; and
- C. THAT a by-law to authorize the Mayor and Clerk to execute the extension agreement with the Canadian Broadcasting Corporation

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 Economic Development Advisory Committee minutes of February 11, 2025, as information.

**15.2 Long Point Region Conservation Authority Board of Director Minutes**

Moved By: \_\_\_\_\_

Seconded By: \_\_\_\_\_

THAT Council receive the Long Point Region Conservation Authority Board of Director Minutes of January 8, 2025, as information.

**16. Motions/Notice of Motions**

**17. Resolutions/Resolutions Resulting from Closed Session**

**18. By-Laws**

**18.1 2025-017, to authorize the Mobile Crisis Response Team (MCRT) Enhancement Grant Transfer Payment Agreement**

**18.2 2025-022, to authorize an agreement of purchase and sale with Performance Communities Realty Inc.**

**18.3 2025-023, to authorize an encroachment agreement with the Canadian Broadcasting Corporation**

**18.4 2025-024, to authorize an agreement of purchase and sale with Maurice J. Verhoeve Funeral Homes Burial and Cremation Services Inc**

**18.5 2025-025, to amend Zoning By-Law 3295 (ZN 7-24-08)**

**18.6 2025-026, to amend Zoning By-Law 3295 (ZN 7-24-09)**

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:

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

2025-022, to authorize an agreement of purchase and sale with Performance Communities Realty Inc.;

2025-023, to authorize an encroachment agreement with the Canadian Broadcasting Corporation;

2025-024, to authorize an agreement of purchase and sale with Maurice J. Verhoeve Funeral Homes Burial;

2025-025, to amend Zoning By-Law 3295 (ZN 7-24-08);

2025-026, to amend Zoning By-Law 3295 (ZN 7-24-09).

**19. Confirm Proceedings By-law**

Moved By: \_\_\_\_\_

Seconded By: \_\_\_\_\_

THAT By-Law 2025-021, to confirm the proceedings of the Council Meeting held on February 24, 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 24, 2025, be adjourned at \_\_\_\_ p.m.

**The Corporation of the Town of Tillsonburg**  
**Council Meeting**  
**MINUTES**



Monday, February 10, 2025  
5:15 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

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**1. Call to Order**

The meeting commences at 5:15 p.m. with Mayor Gilvesy presiding.

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

**Resolution # 2025-051**



**Moved By:** Councillor Parker

**Seconded By:** Councillor Rosehart

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;

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

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

**2.5 Back to Open Session**

**3. Moment of Silence**

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

**Resolution # 2025-052**

**Moved By:** Councillor Rosehart

**Seconded By:** Councillor Spencer

THAT the agenda for the Council meeting of February 10, 2025, be approved with the following amendment: Agenda item 16.1 (Deputy Mayor Beres Notice of Motion) to be dealt with following agenda item 12.1 (Information Items).

**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 # 2025-053**

**Moved By:** Councillor Spencer

**Seconded By:** Deputy Mayor Beres

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

**Carried**

**7. Presentations**

**8. Public Meetings**

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

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

Opportunity was provided for questions from Council.

The Owner/Applicant were in attendance.

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

**Resolution # 2025-054**

**Moved By:** Deputy Mayor Beres

**Seconded By:** Councillor Parker

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.

**Carried**

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

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

Opportunity was provided for questions from Council.

Valerie Schmidt, GSP Group, Agent for the Owner/Applicant, attended to speak in favour of the application.

The Owner/Applicant was in attendance.

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

### **Resolution # 2025-055**

**Moved By:** Councillor Parker

**Seconded By:** Councillor Parsons

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).

**Carried**

## **9. Planning Reports**

## **10. Delegations**

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

Jason Weiler and Laura McFarland, on behalf of the Rotary Club of Tillsonburg, provided an overview of the proposed community pantry to be located on the exterior grounds of the Station Arts Centre at 41 Bridge

Steet. Tabitha Verbuyst, Executive Director, Station Arts Centre, spoke in favour of the proposed program location. The organizers request the Town's endorsement of the proposed program location.

Opportunity was provided for questions from Council.

The Rotary Club of Tillsonburg will be responsible for all costs related to the program. The organizers will work with Town staff to ensure any Town requirements are met. The organizers will also work with Southwestern Public Health for associated health approvals and best practices.

**Resolution # 2025-056**

**Moved By:** Councillor Luciani

**Seconded By:** Deputy Mayor Beres

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

B. THAT Council supports the program, including the proposed location at the Station Arts Centre located at 41 Bridge Street, provided that applicable Town requirements are met.

**Carried**

**11. Deputation(s) on Committee Reports**

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

**Resolution # 2025-057**

**Moved By:** Councillor Spencer

**Seconded By:** Councillor Parsons

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.

**Carried**

**12. Information Items**

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

**Resolution # 2025-058**

**Moved By:** Councillor Parker

**Seconded By:** Deputy Mayor Beres

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.

**Carried**

Agenda item 16.1 (Deputy Mayor Notice of Motion) dealt with next.

**13. Staff Reports**

**13.1 Chief Administrative Officer**

**13.2 Corporate Services**

**13.2.1 Agreement Authority for Execution - CS-25-005**

**Resolution # 2025-060**

**Moved By:** Councillor Parker

**Seconded By:** Councillor Rosehart

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.

**Carried**

**13.3 Economic Development**

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

Cephas Panschow, Development Commissioner, answered questions from Council regarding this report.

**Resolution # 2025-061**

**Moved By:** Councillor Luciani

**Seconded By:** Councillor Parsons

- 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.

**Carried**

**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**

**Resolution # 2025-062**

**Moved By:** Deputy Mayor Beres

**Seconded By:** Councillor Rosehart

- 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.

**Carried**

## **13.7 Recreation, Culture and Parks**

### **13.7.1 LiveBarn Video Streaming - RCP-25-010**

Julie Dawley, Recreation Programs and Services Manager, was in attendance to answer questions regarding the report.

#### **Resolution # 2025-063**

**Moved By:** Councillor Spencer

**Seconded By:** Councillor Luciani

- 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.

**Carried**

## **14. New Business**

## **15. Consideration of Minutes**

### **15.1 Advisory Committee Minutes**

#### **Resolution # 2025-064**

**Moved By:** Councillor Spencer

**Seconded By:** Councillor Parker

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.

**Carried**

## **16. Motions/Notice of Motions**

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

This item was considered following agenda item 12.1.

#### **Resolution # 2025-059**

**Moved By:** Deputy Mayor Beres

**Seconded By:** Councillor Spencer

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 the Prime Minister's Office, the Premier of Ontario's Office, 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.

**Carried**

**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**

By-Law not attached. The By-Law will be included on the Council meeting agenda for February 24, 2025.

**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**

**Resolution # 2025-065**

**Moved By:** Councillor Parker

**Seconded By:** Councillor Parsons

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

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

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

**Carried**

**19. Confirm Proceedings By-law**

**Resolution # 2025-066**

**Moved By:** Councillor Rosehart

**Seconded By:** Councillor Spencer

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.

**Carried**

**20. Items of Public Interest**

This portion of the meeting not recorded.

**21. Adjournment**

**Resolution # 2025-067**

**Moved By:** Councillor Spencer

**Seconded By:** Councillor Luciani

THAT the Council meeting of February 10, 2025, be adjourned at 7:10 p.m.

**Carried**

To: Mayor and Members of Town of Tillsonburg Council

From: Marc Davidson, Senior Development Planner, Community Planning

## Applications for Consent and Minor Variance B24-65-7; B24-66-7; and A24-03-3 2566546 Ontario Inc (Kok & Co)

### REPORT HIGHLIGHTS

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- The purpose of the Applications for Consent and Minor Variance are to sever two (2) residential parcels; one vacant parcel (B24-65-7) and one parcel containing an existing accessory structure (B24-66-7). The Applicants propose to retain a parcel containing the existing single detached dwelling and related accessory structures.
- Minor variances have been requested for the proposed lot situated immediately northwest of the intersection of North Street East and Woodcock Drive to permit a reduction to the lot area provisions from 608 m<sup>2</sup> (6,544 ft<sup>2</sup>) to 551.5 m<sup>2</sup> (5,932 ft<sup>2</sup>) and the lot frontage provisions from 19 m (62.3 ft) to 16.9 m (55.4 ft).
- Planning staff are recommending approval of the applications as they are consistent with the policies of the Provincial Planning Statement (PPS), maintains the intent and purpose of the Official Plan respecting severances in low density residential areas, and the proposed variances satisfy the requirements of Section 45(1) of the Planning Act.

### DISCUSSION

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#### Background

OWNER/APPLICANT: 2566546 Ontario Inc. (Kok & Co.)  
P.O. Box 8, Otterville, ON N0J 1R0

LOCATION:

The subject lands are legally described as Part of Lot 6, Concession 10 Dereham, Parts 2 and 3 Plan 41R-6048, Town of Tillsonburg. The subject lands are located on the northwest corner of the intersection of North Street East and Woodcock Drive and are municipally known as 22 North Street East.

OFFICIAL PLAN:

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

TILLSONBURG ZONING BY-LAW NO. 3295:

Existing Zoning                                      Low Density Residential (R1)

EXISTING USE OF SUBJECT PROPERTY:

Lot to be Severed (B24-65-7):                  Vacant  
 Lot to be Severed (B24-66-7):                  Existing accessory structure  
 Lot to be Retained:                                  Existing detached dwelling and accessory structures

SERVICES:

Lot to be Severed (B24-65-7):                  Municipal water and municipal sanitary sewer  
 Lot to be Severed (B24-66-7):                  Municipal water and municipal sanitary sewer  
 Lot to be Retained:                                  Municipal water and municipal sanitary sewer

ROAD ACCESS:

Lot to be Severed (B24-65-7):                  Paved municipal road (North Street East/Woodcock Drive - existing)  
 Lot to be Severed (B24-66-7):                  Paved municipal road (Woodcock Drive)  
 Lot to be Retained:                                  Paved municipal road (North Street East - existing)

PROPOSAL:

	Frontage	Depth	Area
Retained Parcel	18.5 m (60.7 feet)	34.1 m (111.9 feet)	640 m <sup>2</sup> (6,889 ft <sup>2</sup> )
B24-65-7 (Severed Parcel)	16.9 m (55.5 feet)	33.7 m (110.6 feet)	551.1 m <sup>2</sup> (5,932 ft <sup>2</sup> )
B24-66-7 (Severed Parcel)	16.2 m (53.1 feet)	35.3 m (115.8 feet)	570.6m <sup>2</sup> (6,141.9 ft <sup>2</sup> )

The purpose of the applications for consent is to create two (2) residential infill building lots in the Town of Tillsonburg. It is proposed that a lot immediately northwest of the intersection of North Street East and Woodcock Drive (B24-65-7) be severed with approximately 551 m<sup>2</sup> (5,932 ft<sup>2</sup>) in area with 16.9 m (55.5 ft) of frontage on North Street East and Woodcock Drive.

A second infill lot is proposed to be created along the northerly edge of the site. This proposed lot would have an area of 570.6 m<sup>2</sup> (6,142 ft<sup>2</sup>) and a frontage of 16.2 m (53 feet). The proposed lot (B24-66-7) currently contains an accessory structure on the southwest corner of the site.

It is proposed that single detached dwellings will be constructed on each of the lots to be severed.

REQUESTED MINOR VARIANCES FROM SECTION 6.2:

	Required	Proposed – Severed Lot (B24-66-7)
Lot Area, minimum (corner lot)	608 m <sup>2</sup> (6,544 ft <sup>2</sup> )	551.1 m <sup>2</sup> (5,932 ft <sup>2</sup> )
Lot Frontage, minimum (corner lot)	19 m (62.3 ft)	16.9 m (55.4 ft)

The lot to be retained will be approximately 640 m<sup>2</sup> (6,889 ft<sup>2</sup>) in area with 18.5 m (60.7 ft) of frontage on North Street East. This lot also contains an existing single detached dwelling with several accessory structures.

Minor variances have been requested to the minimum lot area and lot frontage requirements for the proposed corner lot (B24-65-7) as noted above.

The site is currently occupied with an existing single detached dwelling and several accessory structures. The existing access from North Street East is proposed to be maintained by the retained parcel. While the existing access from Woodcock Drive is to be maintained by the proposed corner lot (B24-65-7).

Surrounding land uses are predominantly single detached dwellings on a variety of lot sizes on the north side of North Street East. To the south are a variety of commercial uses interspersed with single detached dwellings.

Plate 1, Location Map & Existing Zoning, shows the location of the subject lands and the existing zoning in the immediate vicinity as well as configuration of the proposed lots to be severed and retained.

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

Plate 3, Applicant's Sketch, provides the dimensions of each lot, as proposed by the applicant, as well as the location of the existing buildings on the lands and approximate footprint of the proposed dwelling on the lot to be severed including proposed parking.

## **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 located within the 'Low Density Residential' designation according to the Town of Tillsonburg Residential Density Plan, as contained in the Official Plan.

Low Density Residential Districts are those lands that are primarily developed or planned for a variety of low-rise, low density housing forms including both executive and smaller single detached dwellings, semi-detached, duplex, and converted dwellings, street-fronting townhouses, and other, similar forms of development. Within these areas, it is intended that there will be a mixing and integration of different forms of housing to achieve a low overall density of use.

The policies in Section 8.2.2.5, Residential Intensification and Redevelopment, promote residential intensification in appropriate locations to make more efficient use of existing land, infrastructure, and public services. Specifically, a minimum target of 15 percent of all new residential dwelling units are to be developed through residential intensification within built-up areas of the Town.

Residential intensification and compact urban form are permitted in appropriate locations within the Residential and Central Areas of the Town, subject to complying with the policies of the associated land use designations pertaining to the density, form and scale of residential development being proposed. Intensification shall be facilitated through appropriate zoning standards, and Town Council may consider the use of reduced municipal infrastructure requirements and lot standards on a site or area specific basis, provided that such standards are still in keeping with the overall objectives of the Official Plan.

The policies of Section 8.2.4.1, Infill Housing, apply to this proposal. Infill housing is defined as the placement of new residential development into established built-up areas on vacant or

underutilized sites. To efficiently utilize the residentially designated land supply, and municipal servicing infrastructure, infill housing will be supported in Low Density Residential Districts.

The introduction of new residential housing into an established streetscape pattern will only be permitted if the proposal is deemed to be consistent with the characteristics of existing development on both sides of the same street. This will ensure that street-oriented infill projects are sensitive to the continuity of the existing residential streetscape, the Land Division Committee will ensure that the proposal is consistent with the street frontage, setbacks, lot area, and, spacing of existing development within a two-block area on the same street. In addition to the specific infill policies identified, the following will be considered for all infill proposals:

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

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

#### TOWN OF TILLSONBURG ZONING BY-LAW NO. 3295:

The subject lands are zoned 'Low Density Residential Type 1 Zone (R1)' according to the Town of Tillsonburg Zoning By-law No. 3295.

The 'R1' zone permits a single detached dwelling and requires a minimum lot area of 608 m<sup>2</sup> (6,544 ft<sup>2</sup>) and minimum lot frontage of 19 m (62.3 ft), for a corner lot. An application for minor variance has been received to permit a reduced lot frontage for the corner lot proposed to be created (B24-65-7) from 19.0 m (62.3 ft) to 16.9 m (55.4 ft); and to reduce the required lot area from 608 m<sup>2</sup> (6,544 ft<sup>2</sup>) to 551.1 m<sup>2</sup> (5,932 ft<sup>2</sup>).

For the development of a corner lot, the lot area and lot frontage requirements are typically larger due to an increased setback along the flankage of a lot (exterior side yard setback); in this instance the exterior side yard setback is 7.5 m (24.6 ft). The result is a smaller developable area for the proposed lot. Given the required setbacks in the Zoning By-law, the maximum footprint for the principal dwelling would be approximately 120 m<sup>2</sup> (1,300 ft<sup>2</sup>) for the proposed corner lot (B24-65-7).



The minimum lot area, and lot frontage provisions of the Town's Zoning By-Law are intended to ensure that lots are sufficiently large enough to provide an adequately sized building envelope and ensure that adequate area is provided for safe access/egress, maintenance, parking, landscaping, drainage, and private amenity space.

Further, the applicant has proposed minor variances to the Town's Zoning By-law to reduce the lot area and lot frontage requirements of the proposed corner lot (B24-65-7), as detailed previously in this report. When considering an application for minor variance to the Zoning By-law, the Committee shall take into account the following:

- The objectives of the policies of the Official Plan can be met if the minor variance is granted;
- The request for variance constitutes a minor departure from the performance standards of the Zoning By-law;
- The general intent and purpose of the Zoning By-law; and
- Whether the variance is desirable for the appropriate development of the land.

In addition to the considerations outlined above, in determining whether the variances are desirable, the following shall be taken into account:

- Whether constraints and/or restrictions to meeting the requirements of the Zoning By-law due to the physical or inherent conditions of the site are involved;
- Whether alternative designs of the proposal which would be in conformity with the relevant by-law are clearly not feasible or appropriate for the site;
- The concerns of the effect on adjacent owners, residents and community in general have been considered;
- The approval of the minor variance would not create an undesirable precedent;
- That compliance with the standards of the relevant by-law would be unreasonable or impossible and would impose an undue hardship on the applicant.

#### AGENCY COMMENTS

Canada Post, Town of Tillsonburg Development Commissioner, The Ministry of the Environment Conservation and Parks (MECP), Town of Tillsonburg Fire Prevention Officer, and Southwestern Public Health have indicated that they have no comments or concerns with the proposed applications.

#### Oxford County Public Works

##### A24-17-7

- No comments

##### B24-65-7 & B24-66-7

- If approved, a condition of severance shall be that the owner agrees to satisfy all requirements, financial and otherwise, of the County, regarding the installation of water & sanitary sewer services, to the satisfaction of the County. All properties must be serviced (water/sanitary) independently, and any/all services crossing the proposed property line be disconnected to the satisfaction of the County of Oxford Public Works Department. Water/sanitary servicing is available on Woodcock Dr. and the applicant will be required to connect to the services for the new lots.

- If approved, a condition of severance shall be that widening on frontage of the property shall be provided to the County (3m) match existing to the west on both the retained and severed property along North St E. The road widening will be provided free and clear of all liens, easements, and other encumbrances.
- If approved, a condition of severance shall be that a 3 m x 3 m sight triangle located at North St E and Woodcock Dr. on the Southeast corner of the lot to be severed B24-65-7 be provided to the County free and clear of all liens, easements, and other encumbrances.

Tillsonburg Hydro: did not indicate any concerns with the proposed applications and noted the following requirements that would be addressed at the time of building permit application:

- An application shall be made to THI for each new electrical service
- An application shall be made to relocate the existing electrical service to the current address of 22 North St E.
- All costs associated with a new or relocated electrical service are customer costs minus the standard allowance
- The attached Electrical Planning Form shall be used for all applications. Applications shall include approved site plans, surveys, engineering drawings relevant to each site and show a proposed electrical service and trench location.

Town of Tillsonburg Development Engineering:

1. The Owner(s) shall provide payment of cash-in-lieu of parkland to the Town of Tillsonburg for the lots to be severed as per the Tillsonburg Rates and Fees By-law as amended.
2. The Owner(s) shall enter into any necessary easements between the lot(s) to be severed and the lot to be retained for the municipal storm, sanitary and watermain services to the satisfaction of the Town of Tillsonburg and the County of Oxford. Services cannot traverse the adjoining lots.
3. The Owner(s) shall provide a Tillsonburg Connection Application to the Town of Tillsonburg Engineering Services Department for storm drain connections.
4. The Owner(s) shall submit a Lot Grading and Site Servicing Plan for the Lot(s) to be severed to the satisfaction of the Town of Tillsonburg Engineering Services Department.
5. The Owner(s) shall submit a Surveyor's Real Property Report to confirm lot sized and building setbacks to the satisfaction of the Town.
6. The Owner(s) shall covenant and agree to satisfy all requirements financial and otherwise of the Town of Tillsonburg, regarding the installation of services and drainage facilities to the satisfaction of the Town of Tillsonburg Engineering Services Department. Any work being done in the Town's right-of-way will require an Encroachment Permit and full-time inspection by the Owners consultant for the entire duration of any work being completed in the Town's right-of-way. The Owner(s) shall agree to submit a sealed letter to the Town of Tillsonburg from their consulting engineer stating that all servicing and restoration work has been completed to the Town of Tillsonburg Development Guidelines and Design Criteria.
7. The location of the driveway for lot B must be a sufficient distance from the intersection of North Street and Woodcock Drive to conform to both the Tillsonburg Zoning By-Law and the Transportation Association of Canada (TAC) manual.

## PUBLIC CONSULTATION

Notice of the application was circulated to neighbouring property owners on February 10, 2025, in accordance with the provisions of the Planning Act. As of the date of this report, no comments or concerns had been received from the public.

### **Planning Analysis**

The applications for consent propose the creation of two (2) new residential infill building lots in the Town of Tillsonburg. The applicant has also applied for a minor variance to reduce the minimum lot area and minimum lot frontage requirements for the proposed corner lot (B24-65-7).

Planning staff have reviewed the proposal under the policy direction of the PPS and the Official Plan and the proposal is consistent with the policies of the PPS respecting intensification and development within settlement areas. Further, adequate municipal sewage and water services are available to service the proposed severed lots, which supports the servicing policies of the PPS. A grading and drainage plan will be reviewed prior to the issuance of a building permit to ensure that stormwater run-off is adequately controlled and will not negatively affect adjacent properties.

With regard to the street-oriented infill policies of the Official Plan, the subject lands are located in an area characterized by low density residential development. In this case, the lots to be severed and retained appear to be compatible with the street frontage, setbacks, lot area and spacing of the existing residential development in the immediate area, which offers a variety of lot sizes and configurations which support single detached dwelling units.

In consideration of the requested minor variances to the minimum lot area and minimum lot frontage requirements, staff have reviewed the proposal in the context of the policies contained in the Official Plan and are of the opinion that the proposed variances are appropriate as they provide adequately sized lots, and provide sufficient space for services, grading, amenity and off-street parking.

The proposed severed and retained lots are compatible with the existing lot fabric, dwelling types and development in the vicinity and will be generally in-keeping with the characteristics of the surrounding area. The proposed lot fabric will continue to provide an adequate building envelopes for a single detached dwelling on each lot.

Staff are satisfied that the reduced lot area and lot frontage requirements are minor, desirable for the development of the lands and maintains the intent and purpose of the Zoning By-law with respect to the provision of adequately sized building envelopes and sufficient setbacks to provide access to the rear yard, off-street parking and area to conduct normal property maintenance.

Regarding the proposed lot along the northerly lot line (B24-66-7). Staff notes that there are several existing accessory structures on this lot. Typically, staff would recommend that all the existing structures be either moved to be in conformity with the provisions of the Zoning By-law; or alternatively, that the structure be entirely removed from the site. However, in this instance, the structure situated at the southwest corner of the property is significant in size, in very good condition, and could be utilized future landowners. The remainder of the accessory structures are to either be moved or removed to the satisfaction of the Town of Tillsonburg.

Further to this, the Town of Tillsonburg approved a Minor Variance for the location of the accessory structure situated at the southwest corner under file A10-14t in 2014. This minor variance established a reduced rear yard setback for an accessory structure of 0.0 m (0 ft); and

to reduce the minimum interior side yard setback from 1.2 m (3.9 ft) to 0.8 m (2.6 ft) to recognize the location of the accessory structure.

While minor variance A10-14t recognized the location of the existing structure. It did not permit the accessory structure to exist in advance of a principal dwelling on the site. As a result, staff is recommending the inclusion of a condition of approval to address this situation. The condition attached to B24-66-7 recommends that the Owner(s) submit a building permit for a dwelling unit, or alternatively that the property be temporarily rezoned to recognize the accessory structure on the southwest corner of the proposed lot to the satisfaction of the Town of Tillsonburg. If neither of those scenarios occur, and the condition is imposed by Committee, the severance would lapse, and the lot would not be established.

In light of the foregoing, Planning staff are of the opinion that the proposed severances are a form of street-oriented infill and intensification, and the requested minor variances meet the tests for minor variances under the Planning Act and can be supported.

## **RECOMMENDATIONS**

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**It is recommended that Tillsonburg Council advise the Land Division Committee that the Town supports Application File A24-17-7, submitted by 2566546 Ontario Inc, for lands described as Part of Lot 6, Concession 10 Dereham, Parts 2 and 3 Plan 41R-6048, Town of Tillsonburg, municipally known as 22 North Street East, as it relates to:**

- 1. Relief from Section 6.2- R1 Zone Provisions, to reduce the minimum required lot area for a corner lot from 608 m<sup>2</sup> (6,544 ft<sup>2</sup>) to 550 m<sup>2</sup> (5,920 ft<sup>2</sup>);**
- 2. Relief from Section 6.2- R1 Zone Provisions, to reduced the minimum required lot frontage from 19 m (62.3 ft) to 16.5 m (54.1 ft)**

**The recommended relief meets the four tests of a minor variance as set out in Section 45(1) of the Planning Act as follows:**

- i) The relief is a minor variance from the provisions of the Town's Zoning By-law.**
- ii) The relief is desirable for the use of the land.**
- iii) The relief maintains the general intent and purpose of the Town's Zoning By-law.**
- iv) The relief maintains the intent and purpose of the Official Plan.**

**Further, it is recommended that Tillsonburg Council advise the Land Division Committee that it is in favour of the proposal to sever the subject property, subject to the following conditions:**

### **B24-65-7**

- 1. The Owner(s) agrees to satisfy all requirements, financial and otherwise, of the County, regarding the installation of water & sanitary sewer services, to the satisfaction of the County. All properties must be serviced (water/sanitary) independently, and any/all services crossing the proposed property line be disconnected to the satisfaction of the County of Oxford Public Works Department. Water/sanitary servicing is available on Woodcock Dr. and the applicant will be required to connect to the services for the new lot.**

2. The Owner(s) shall provide a widening on frontage of the property to the County (3m) which will match existing to the west on both the retained and severed property along North St E. The road widening will be provided free and clear of all liens, easements, and other encumbrances.
3. The Owner(s) shall provide a 3m x 3m sight triangle located at North St E and Woodcock Dr. on the South East corner of the lot to be severed B24-65-7 to the County free and clear of all liens, easements, and other encumbrances.
4. The Owner(s) shall provide payment of cash-in-lieu of parkland to the Town of Tillsonburg for the lot to be severed as per the Tillsonburg Rates and Fees By-law as amended.
5. The Owner(s) shall enter into any necessary easements between the lot(s) to be severed and the lot to be retained for the municipal storm, sanitary and watermain services to the satisfaction of the Town of Tillsonburg and the County of Oxford. Services cannot traverse the adjoining lots.
6. The Owner(s) shall provide a Tillsonburg Connection Application to the Town of Tillsonburg Engineering Services Department for storm drain connections.
7. The Owner(s) shall submit a Lot Grading and Site Servicing Plan for the Lot(s) to be severed to the satisfaction of the Town of Tillsonburg Engineering Services Department.
8. The Owner(s) shall submit a Surveyor's Real Property Report to confirm lot sized and building setbacks to the satisfaction of the Town.
9. The Owner(s) shall covenant and agree to satisfy all requirements financial and otherwise of the Town of Tillsonburg, regarding the installation of services and drainage facilities to the satisfaction of the Town of Tillsonburg Engineering Services Department. Any work being done in the Town's right-of-way will require an Encroachment Permit and full-time inspection by the Owners consultant for the entire duration of any work being completed in the Town's right-of-way. The Owner(s) shall agree to submit a sealed letter to the Town of Tillsonburg from their consulting engineer stating that all servicing and restoration work has been completed to the Town of Tillsonburg Development Guidelines and Design Criteria.
10. The location of the driveway for B24-65-7 must be a sufficient distance from the intersection of North Street and Woodcock Drive to conform to both the Tillsonburg Zoning By-Law and the Transportation Association of Canada (TAC) manual.

#### **B24-66-7**

1. The Owner(s) agrees to satisfy all requirements, financial and otherwise, of the County, regarding the installation of water & sanitary sewer services, to the satisfaction of the County. All properties must be serviced (water/sanitary) independently, and any/all services crossing the proposed property line be disconnected to the satisfaction of the County of Oxford Public Works Department. Water/sanitary servicing is available on Woodcock Dr. and the applicant will be required to connect to the services for the new lot.

2. **The Owner(s) shall provide a widening on frontage of the property to the County (3m) which will match existing to the west on both the retained and severed property along North St E. The road widening will be provided free and clear of all liens, easements, and other encumbrances.**
3. **The Owner(s) submit a building permit for a dwelling unit, or alternatively that the property be temporarily rezoned to recognize the existing accessory structure on the southwest corner of the proposed lot to the satisfaction of the Town of Tillsonburg.**
4. **The Owner(s) shall remove all other accessory structures to the satisfaction of the Town of Tillsonburg.**
5. **The Owner(s) shall provide payment of cash-in-lieu of parkland to the Town of Tillsonburg for the lot to be severed as per the Tillsonburg Rates and Fees By-law as amended.**
6. **The Owner(s) shall enter into any necessary easements between the lot(s) to be severed and the lot to be retained for the municipal storm, sanitary and watermain services to the satisfaction of the Town of Tillsonburg and the County of Oxford. Services cannot traverse the adjoining lots.**
7. **The Owner(s) shall provide a Tillsonburg Connection Application to the Town of Tillsonburg Engineering Services Department for storm drain connections.**
8. **The Owner(s) shall submit a Lot Grading and Site Servicing Plan for the Lot(s) to be severed to the satisfaction of the Town of Tillsonburg Engineering Services Department.**
9. **The Owner(s) shall submit a Surveyor's Real Property Report to confirm lot sized and building setbacks to the satisfaction of the Town.**
10. **The Owner(s) shall covenant and agree to satisfy all requirements financial and otherwise of the Town of Tillsonburg, regarding the installation of services and drainage facilities to the satisfaction of the Town of Tillsonburg Engineering Services Department. Any work being done in the Town's right-of-way will require an Encroachment Permit and full-time inspection by the Owners consultant for the entire duration of any work being completed in the Town's right-of-way. The Owner(s) shall agree to submit a sealed letter to the Town of Tillsonburg from their consulting engineer stating that all servicing and restoration work has been completed to the Town of Tillsonburg Development Guidelines and Design Criteria.**

**11. The location of the driveway for B24-66-7 must be a sufficient distance from the intersection of North Street and Woodcock Drive to conform to both the Tillsonburg Zoning By-Law and the Transportation Association of Canada (TAC) manual.**

## **SIGNATURES**

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**Authored by:**                      *"Original Signed by"*                      Marc Davidson,  
Senior Development Planner

**Approved for submission:** *"Original Signed by"*                      Eric Gilbert, RPP, MCIP  
Manager of Development Planning

**Plate 1: Location Map and Existing Zoning**

File No.'s B24-65-7, B24-66-7 and A24-17-7 (2566546 Ontario Inc. (Kok & Co.))

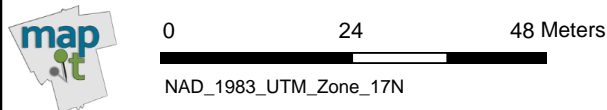
Part of Lot 6, Concession 10, Dereham, Parts 2 and 3, Plan 41R-6048, 22 North Street East (Tillsonburg)



**Legend**

- Zoning Floodlines
- Regulation Limit
- ◆◆ 100 Year Flood Line
- ▲ 30 Metre Setback
- ◆◆ Conservation Authority Regulation Limit
- ◆◆ Regulatory Flood And Fill Lines
- Land Use Zoning (Displays 1:16000 to 1:500)

**Notes**



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

February 5, 2025

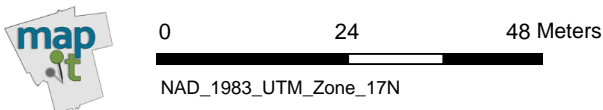




**Legend**

- Zoning Floodlines
- Regulation Limit
- ◆◆ 100 Year Flood Line
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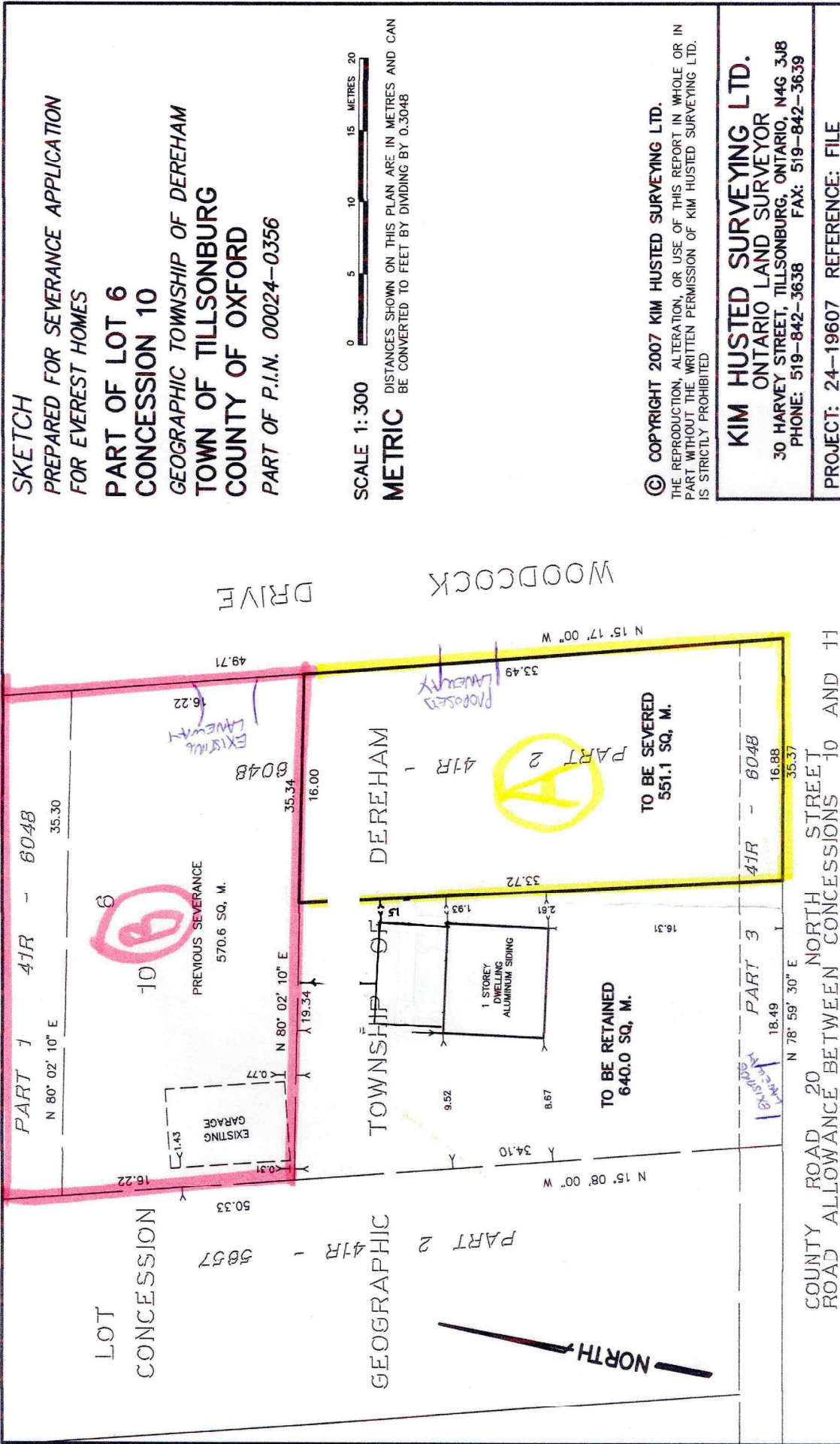
**Notes**



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

January 21, 2025

Plate 3: Applicants' Sketch  
 File No.'s B24-65-7, B24-66-7 and A24-17-7 (2566546 Ontario Inc. (Kok & Co.))  
 Part of Lot 6, Concession 10, Dereham, Parts 2 and 3, Plan 41R-6048, 22 North Street East (Tillsonburg)



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

**From: Marc Davidson, Senior Development Planner, Community Planning**

## **Applications for Zoning By-law Amendment ZN 7-24-08 and ZN 7-24-09 – Hoang Investments Inc.**

### **REPORT HIGHLIGHTS**

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- The applications for amendment to the Zoning By-law propose to remove the Holding provisions 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 (debenture the funds owed). Removal of the holding provisions will allow for the issuance of building permits.
- Planning staff are recommending approval of the applications, as sufficient water and wastewater capacity is available for the development, and all necessary development agreements have been completed.

### **DISCUSSION**

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#### **Background**

OWNER/APPLICANT: Hoang Investments Ltd.  
27 Greenwich Drive, Guelph, ON N1H 8B7

LOCATION:

The subject lands are described as Lots 57 and 58, Plan 41M-144 in the Town of Tillsonburg. The lands are located on the south side of Hemlock Drive, west of William Street and east of Chestnut Drive, and are known municipally as 11 and 15 Hemlock 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 applications are to remove the holding provisions from the subject lands to allow for the future construction of residential dwellings in the form 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:

**Report No: CP 2025-47**  
**COMMUNITY PLANNING**  
 Council Date: February 24, 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 applications are 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.

Oxford County Public Works Department and Town of Tillsonburg Building Services and Engineering staff have indicated that they have no objection to the removal of the Holding provisions.

It is the opinion of Planning staff that 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**

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It is recommended that the Council of the Town of Tillsonburg approve the Zoning By-law Amendment applications (ZN 7-24-08 & ZN 7-24-09), submitted by Hoang Investments Ltd., for lands legally described as Lots 57 and 58, Plan 41M-144 in the Town of Tillsonburg, to remove the Holding Provisions from lands as identified on Plate 3 of Report No. CP 2025-47.

## **SIGNATURES**

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**Authored by:**

*Original signed by*

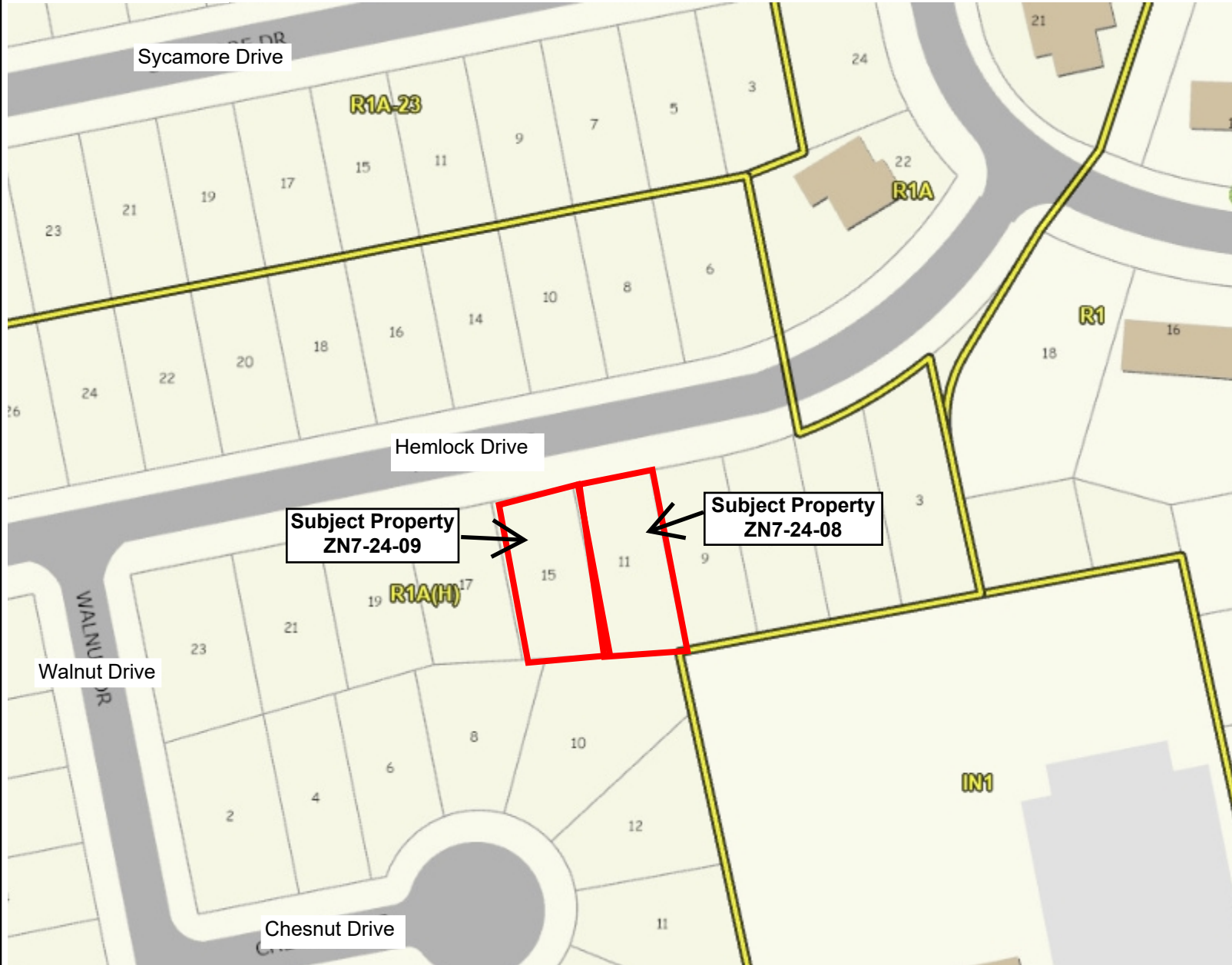
Marc Davidson  
Senior Development Planner

**Approved for submission:**

*Original signed by*

Eric Gilbert, RPP, MCIP  
Manager of Development Planning

**Plate 1: Location Map and Existing Zoning**  
File Nos.: ZN7-24-08 and ZN7-24-09 - Hoang Investments Ltd.  
Lots 57 & 58, Plan 41M-144, 11 and 15 Hemlock Drive, Tillsonburg



**Legend**

- Zoning Floodlines
- Regulation Limit
- ♦♦ 100 Year Flood Line
- ▲ 30 Metre Setback
- Conservation Authority Regulation Limit
- Regulatory Flood And Fill Lines
- Land Use Zoning (Displays 1:16000 to 1:500)

**Notes**





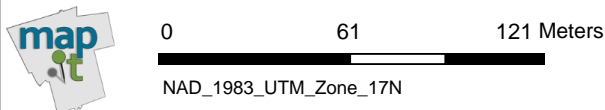
**Plate 2: 2020 Aerial Map**  
**File Nos.: ZN7-24-08 and ZN7-24-09 - Hoang Investments Ltd.**  
**Lots 57 & 58, Plan 41M-144, 11 and 15 Hemlock Drive, Tillsonburg**



**Legend**

- Zoning Floodlines
- Regulation Limit
- ♦♦ 100 Year Flood Line
- ▲ 30 Metre Setback
- ⊙ Conservation Authority Regulation Limit
- Regulatory Flood And Fill Lines
- Land Use Zoning (Displays 1:16000 to 1:500)

**Notes**

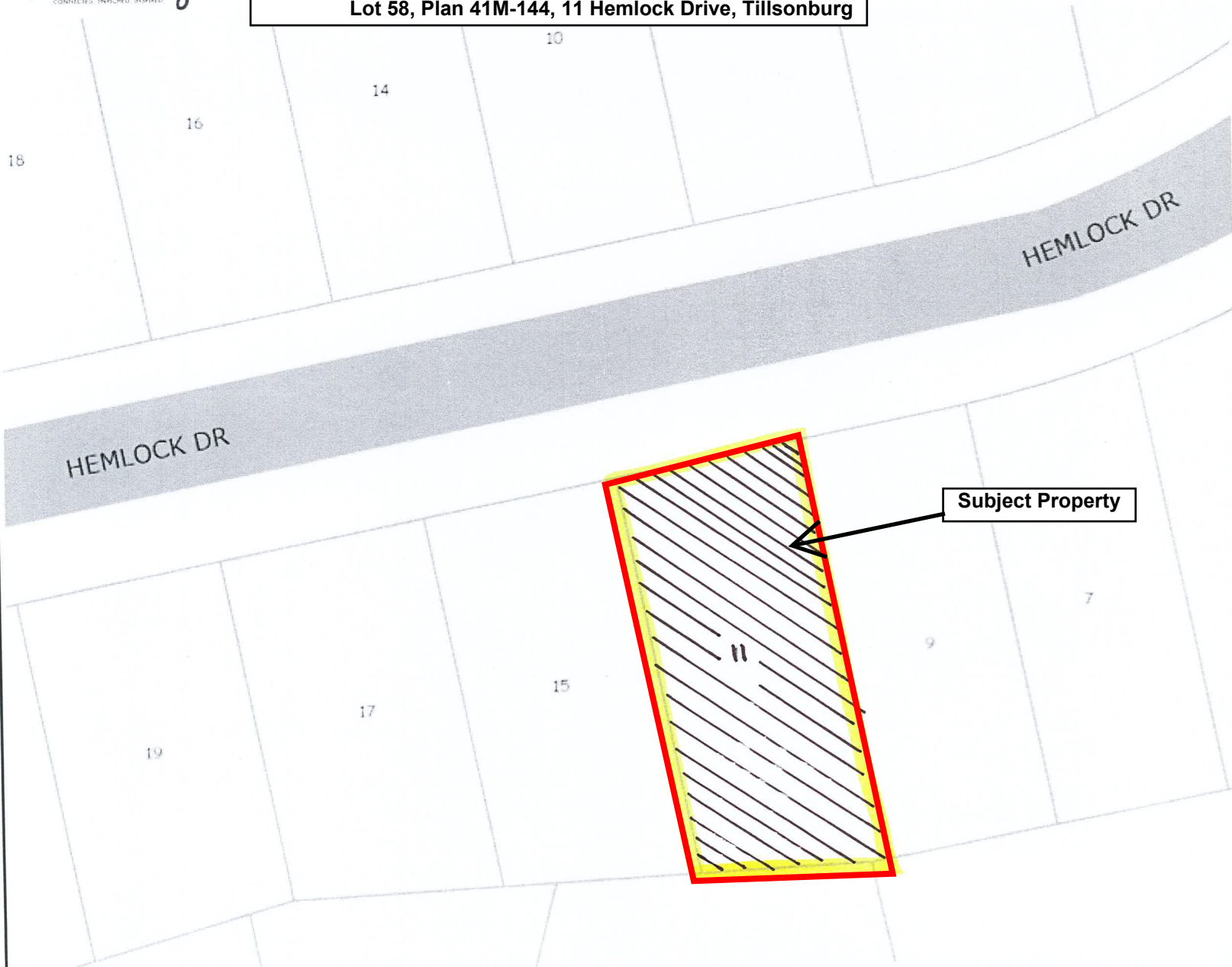


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July 8, 2024



**Plate 3A: Applicant's Sketch**  
**File No.: ZN7-24-08- Hoang Investments Ltd.**  
**Lot 58, Plan 41M-144, 11 Hemlock Drive, Tillsonburg**

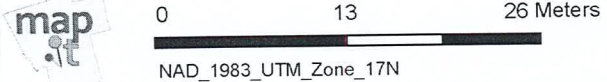
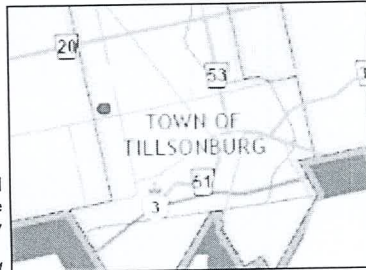


**Legend**



Zone application.

**Notes**

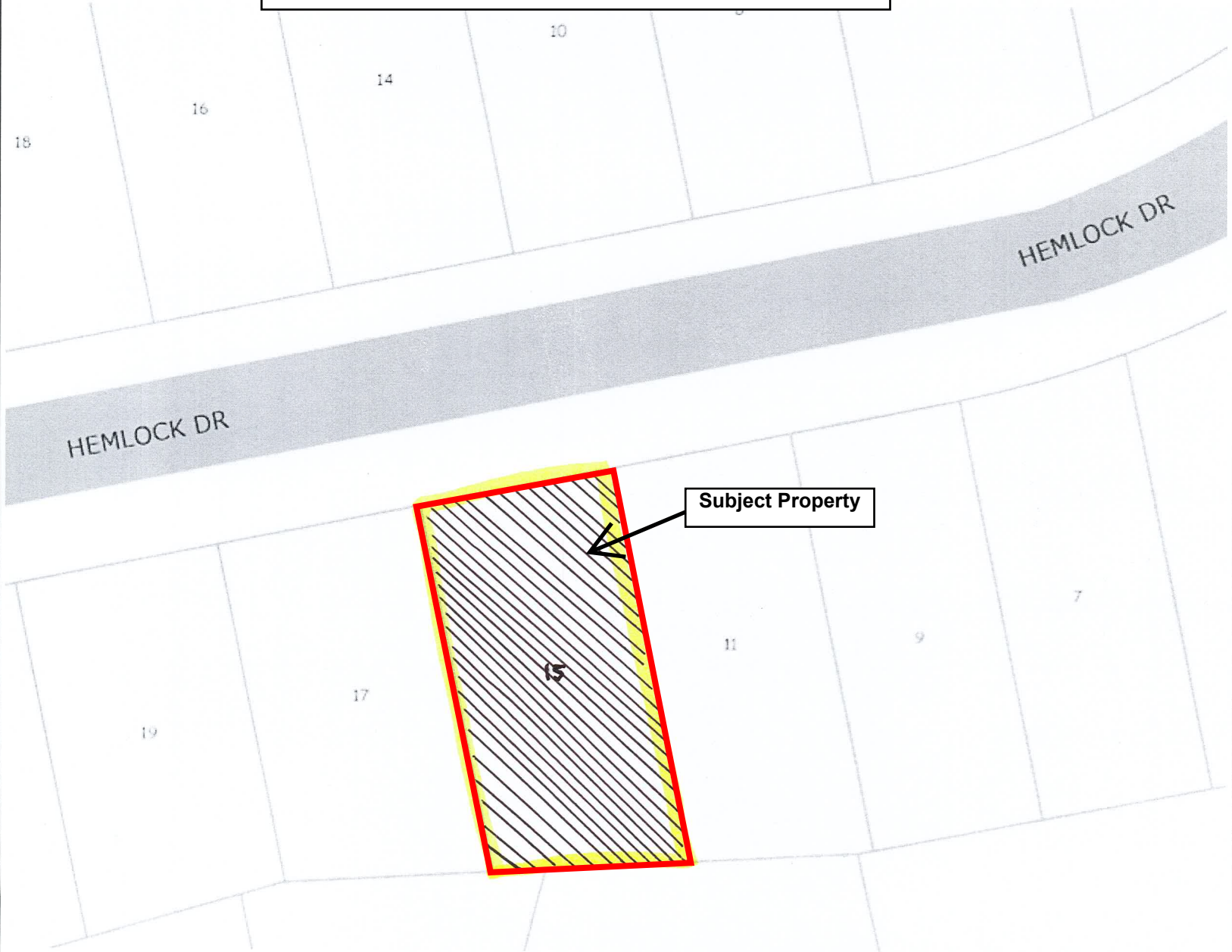


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May 15, 2024



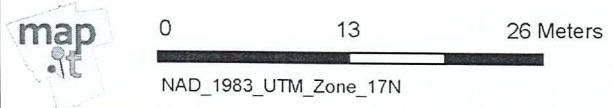
**Plate 3B: Applicant's Sketch**  
File No.: ZN7-24-09 - Hoang Investments Ltd.  
Lot 57, Plan 41M-144, 15 Hemlock Drive, Tillsonburg



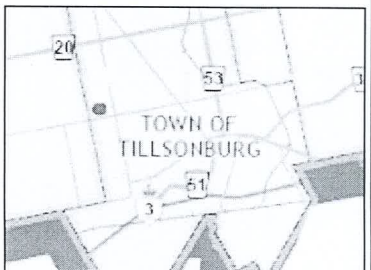
**Legend**

 Zone application

**Notes**



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



May 15, 2024



**Subject: Economic Development Advisory Committee Recommendation – Proposed Industrial Development Charges**

**Report Number:** EDM 25-009

Department: Economic Development Department

Submitted by: Laura Pickersgill, Executive Assistant

Meeting Type: Council Meeting

Meeting Date: Monday, February 24, 2025

**RECOMMENDATION**

- A. THAT report EDM 25-009 titled “Economic Development Advisory Committee Recommendation – Proposed Industrial Development Charges” be received as information; and
- B. THAT Council supports the Committee’s recommendation:
  - a. *THAT the Economic Development Advisory Committee seeks Council's support to address Oxford County Council at a future meeting to speak to the impact of development charges on industrial development particularly in light of a softening industrial market, the Town’s supply of industrial land coming to market and the impact of the U.S. tariffs which could further exacerbate the challenge of attracting industrial development to help the Town of Tillsonburg maintain a more competitive position against neighbouring municipalities that do not have development charges currently.*

**BACKGROUND**

A growing municipality requires investment in growth related infrastructure to service new development. Development charges are fees that are paid by new developments to fund the capital cost of services constructed throughout the county. Development charges play an important part in how growth-related infrastructure is financed. Each new or expanded residential and non-residential development requires increased municipal infrastructure and services to function efficiently and effectively. That being said, Industrial Development has typically been exempted from paying Development Charges based on the positive benefits of industrial growth including property taxes, increased jobs and economic activity. Further, industrial development arguably places less demands on municipalities versus other sectors.

Oxford County and area municipalities regularly (usually every five years) conduct development charges background studies to forecast future residential and non-residential growth to determine infrastructure needs and costs. This information is used

EDM 25-009

to calculate the amount of money that new development needs to pay to cover the cost of new infrastructure and services.

Oxford County passed an updated Development Charge Bylaw in June 2024, but decided, through its budget process, to revisit the exemptions granted by the bylaw in order to offset tax increases in their budget. The County is currently in the process of updating its development charge policy, by-law and underlying background study in order to consider:

- removal of the non-statutory exemption related to industrial buildings;
- removal of the long-term care charge; and,
- update projects where new information has been received since completion of the Background Study in 2024.

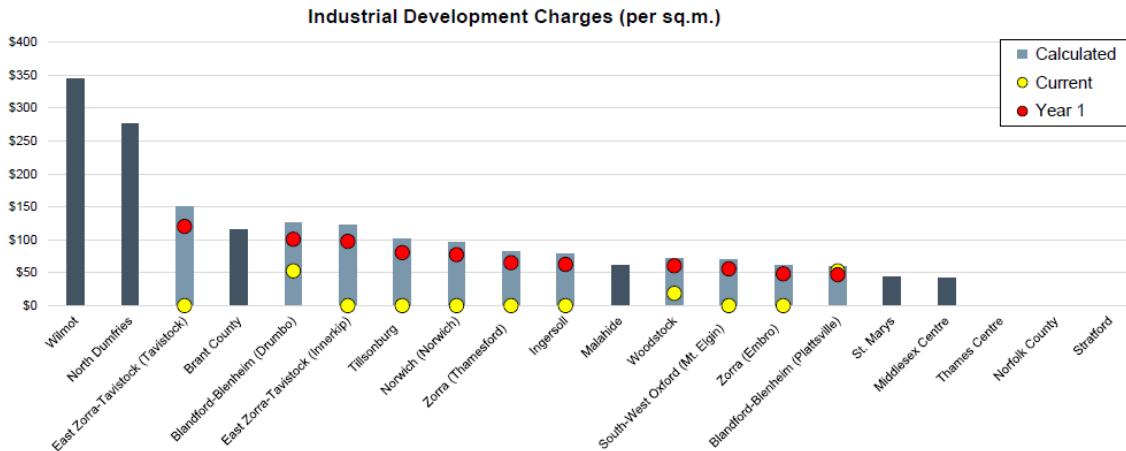
The County is proposing to remove industrial uses from the current non-statutory D.C. exemptions due to the financial impact of revenue foregone. Industrial expansions of <50% of existing floor area would continue to be exempt (statutory exemption).

The Economic Development Advisory Committee has concerns about what negative impact these proposed changes will have on the Town of Tillsonburg's economic stability. At the February 11, 2025, Committee meeting the following resolution was passed:

*THAT the Economic Development Advisory Committee seeks Council's support to address Oxford County Council at a future meeting to speak to the impact of development charges on industrial development particularly in light of a softening industrial market, the Town's supply of industrial land coming to market and the impact of the U.S. tariffs which could further exacerbate the challenge of attracting industrial development to help the Town of Tillsonburg maintain a more competitive position against neighbouring municipalities that do not have development charges currently.*

According to the chart below, you can see there are many municipalities nearby that do not have D.C.'s for industrial development.

# Municipal Comparison Industrial – per sq.m. of G.F.A.



The Committee is seeking Council’s support for the Chair of the Economic Development Advisory Committee to attend a future Oxford County Council meeting to address the Committee’s concerns.

## CONSULTATION

Economic Development Advisory Committee

## FINANCIAL IMPACT/FUNDING SOURCE

There are two main items that staff feel will have an impact to Tillsonburg from the proposed changes:

1. Impact to County budget: If the removal of the exemption goes through, \$4.3M of costs should come off the 2026 County budget:

### Financial Impact of Removal of Industrial Exemption

- The shortfall in D.C. revenue as a result of the current statutory and non-statutory D.C. exemption policies were estimated to total \$85 million over the 10-year forecast period or 37% of D.C. recoverable costs.
- If the current policy to exempt industrial development is discontinued the shortfall would decrease from \$85 million to \$42 million (i.e., \$4.3 million per year increase in D.C. revenue)

EDM 25-009

This would be due to industrial development paying on average approx. \$4.3M per year in development charges, which are currently being paid for by all property owners.

As a secondary item, separate from the removal of the industrial exemption, that staff have identified are reductions in Water/Wastewater project costs.

2. Water and Wastewater project costs over the next 10 years for Tillsongburg has been lowered by ~\$5M:

#### Changes to D.C. recoverable costs

##### Change in D.C. recoverable costs

- Services Related to a Highway: + \$906,000 (+1.5%)
- Ambulance: + \$1.4 million (+185%)
- Long Term Care: - \$16.8 million
- Woodstock Wastewater: + \$13.6 million (+56%)
- Tillsongburg Water: - \$4.8 million (-23%)
- Tillsongburg Wastewater: - \$384,000 (-11%)
- Ingersoll Water: - \$422,000 (-5%)
- Ingersoll Wastewater: +\$2.2 million (+15%)
- Thamesford Water: - \$1.2 million (-66%)
- Studies: + \$63,000 (+4%)

## 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.

EDM 25-009

**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** – Build out of new industrial land purchase

## **ATTACHMENTS**

Appendix A – Oxford County Development Charge By-Law Amendment Public Meeting Presentation





# Oxford County Development Charge By-Law Amendment

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Public Meeting Presentation  
February 12, 2025



# Introduction

## Public Meeting Purpose/Background

- Municipalities are empowered to impose these charges via the *Development Charges Act (D.C.A.)*
- Oxford County passed development charges (D.C.) by-law 6639-2024 on June 12, 2024
- Since the passing of the by-law, changes have been identified that are to be reflected in an amendment to the D.C. by-law
- Section 11 of the D.C.A. allows for a D.C. by-law to be passed within one year of the completion of the D.C. background study and section 19 allows for amendments to be made to D.C. by-laws
- This public meeting is a requirement of the D.C.A. prior to passing the proposed amending D.C. by-law and provides an opportunity for public input on the proposed policies and charges



# Introduction

## Rationale for D.C. By-law Amendment

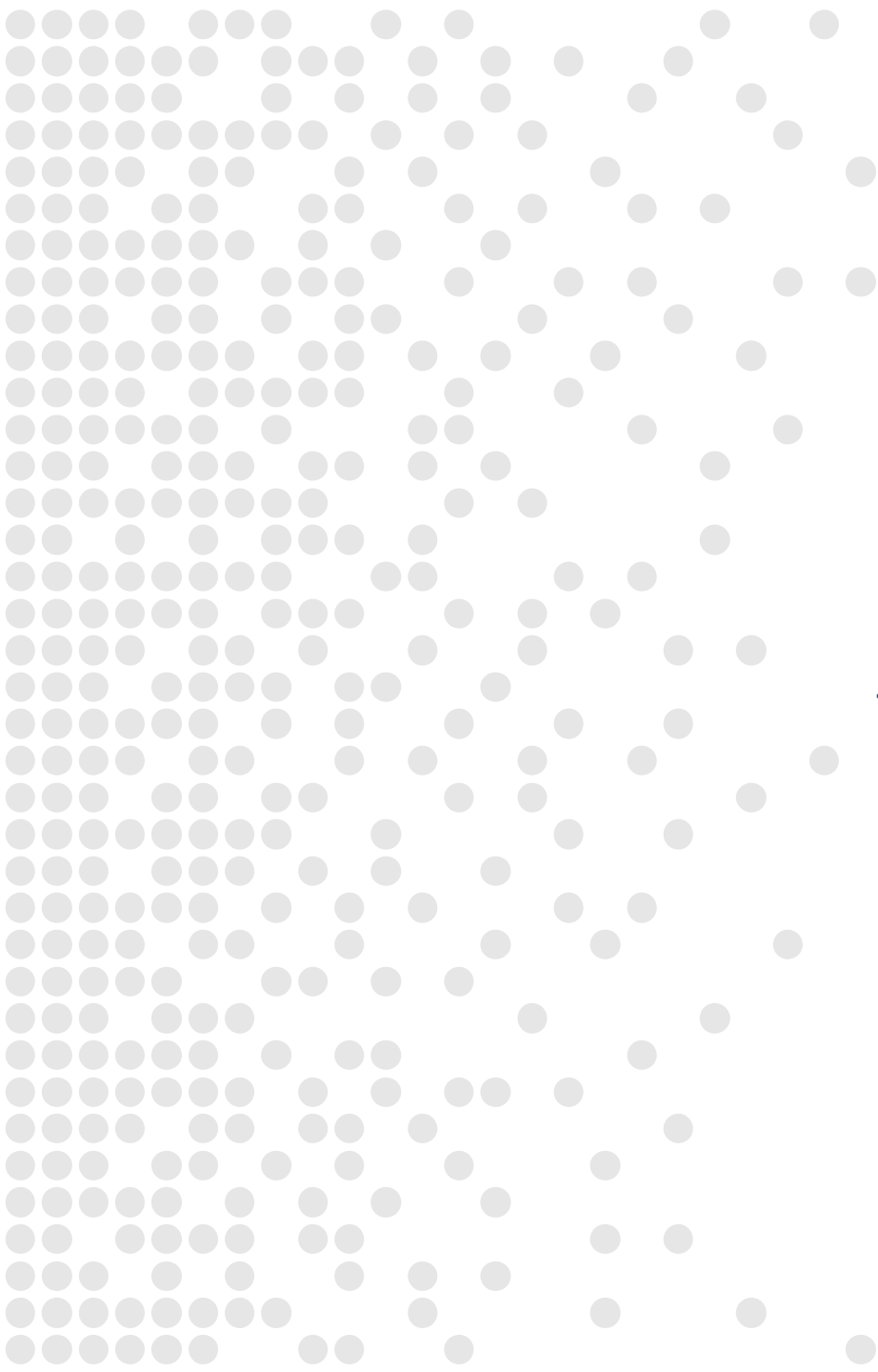
- Changes to D.C. eligible capital costs included in the calculation of the charge:
  - Removal of growth-related costs for Long-Term Care
  - Updates to anticipated capital needs for Services Related to a Highway, Ambulance, Water, Wastewater, and Study costs (\$5.5 million total reduction in D.C. recoverable costs)
- Industrial uses are proposed to be removed from the current non-statutory D.C. exemptions due to financial impact of revenue foregone
  - Industrial expansions of <50% of existing floor area would continue to be exempt (statutory exemption)



# Changes to D.C. recoverable costs

## Change in D.C. recoverable costs

- Services Related to a Highway: + \$906,000 (+1.5%)
- Ambulance: + \$1.4 million (+185%)
- Long Term Care: - \$16.8 million
- Woodstock Wastewater: + \$13.6 million (+56%)
- Tillsonburg Water: - \$4.8 million (-23%)
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- Ingersoll Water: - \$422,000 (-5%)
- Ingersoll Wastewater: +\$2.2 million (+15%)
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- Studies: + \$63,000 (+4%)



# Development Charges

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## D.C. Calculation



# D.C. Calculation

## County-Wide

### Single Detached - Residential

County Wide	Current Charge	Calculated Charge	Change (\$)	Change (%)
Growth-Related Studies	141	137	(4)	-3%
Ambulance Services	58	160	102	174%
Services Related to a Highway	4,462	4,528	66	1%
Waste Diversion Services	139	139	-	0%
Library Services	1,556	1,556	-	0%
Long-term Care Facilities	1,857	-	(1,857)	-100%
<b>Total</b>	<b>8,213</b>	<b>6,521</b>	<b>(1,692)</b>	<b>-21%</b>

### Non-Residential per sq.m.

County Wide	Current Charge	Calculated Charge	Change (\$)	Change (%)
Growth-Related Studies	0.33	0.42	0.09	28%
Ambulance Services	0.21	0.58	0.37	174%
Services Related to a Highway	16.16	16.39	0.24	1%
Waste Diversion Services	-	-	-	n/a
Library Services	0.86	0.86	-	0%
Long-term Care Facilities	-	-	-	n/a
<b>Total</b>	<b>17.56</b>	<b>18.26</b>	<b>0.70</b>	<b>4%</b>



# Calculated Schedule of D.C.s & Comparison Single & Semi-Detached

Service Area		Current Charge	Calculated Charge	Change (\$)	Change (%)
County Wide		8,213	6,521	(1,692)	-21%
Woodstock <sup>1</sup>	Water and Wastewater	6,882	8,869	1,987	29%
	<b>Total (including County-Wide)</b>	<b>13,539</b>	<b>13,834</b>	<b>295</b>	<b>2%</b>
Tillsonburg	Water and Wastewater	7,710	6,227	(1,483)	-19%
	<b>Total (including County-Wide)</b>	<b>15,923</b>	<b>12,748</b>	<b>(3,175)</b>	<b>-20%</b>
Ingersoll	Water and Wastewater	14,785	15,790	1,005	7%
	<b>Total (including County-Wide)</b>	<b>22,999</b>	<b>22,311</b>	<b>(688)</b>	<b>-3%</b>
Blandford-Blenheim (Plattsville)	Water and Wastewater	11,910	11,910	-	0%
	<b>Total (including County-Wide)</b>	<b>20,124</b>	<b>18,431</b>	<b>(1,692)</b>	<b>-8%</b>
Blandford-Blenheim (Drumbo)	Water and Wastewater	33,394	33,394	-	0%
	<b>Total (including County-Wide)</b>	<b>41,607</b>	<b>39,914</b>	<b>(1,692)</b>	<b>-4%</b>
East Zorra-Tavistock (Tavistock)	Water and Wastewater	40,353	40,353	-	0%
	<b>Total (including County-Wide)</b>	<b>48,566</b>	<b>46,874</b>	<b>(1,692)</b>	<b>-3%</b>
East Zorra-Tavistock (Innerkip)	Water and Wastewater	16,354	16,354	-	0%
	<b>Total (including County-Wide)</b>	<b>24,567</b>	<b>22,875</b>	<b>(1,692)</b>	<b>-7%</b>
Norwich (Norwich)	Water and Wastewater	9,986	9,986	-	0%
	<b>Total (including County-Wide)</b>	<b>18,199</b>	<b>16,507</b>	<b>(1,692)</b>	<b>-9%</b>
Zorra (Thamesford)	Water and Wastewater	12,742	10,664	(2,078)	-16%
	<b>Total (including County-Wide)</b>	<b>20,955</b>	<b>17,185</b>	<b>(3,771)</b>	<b>-18%</b>
Zorra (Embros)	Water and Wastewater	10,566	10,566	-	0%
	<b>Total (including County-Wide)</b>	<b>18,779</b>	<b>17,086</b>	<b>(1,692)</b>	<b>-9%</b>
South-West Oxford (Mt. Elgin)	Water and Wastewater	15,134	15,134	-	0%
	<b>Total (including County-Wide)</b>	<b>23,347</b>	<b>21,654</b>	<b>(1,692)</b>	<b>-7%</b>



# Calculated Schedule of D.C.s & Comparison Non-Residential

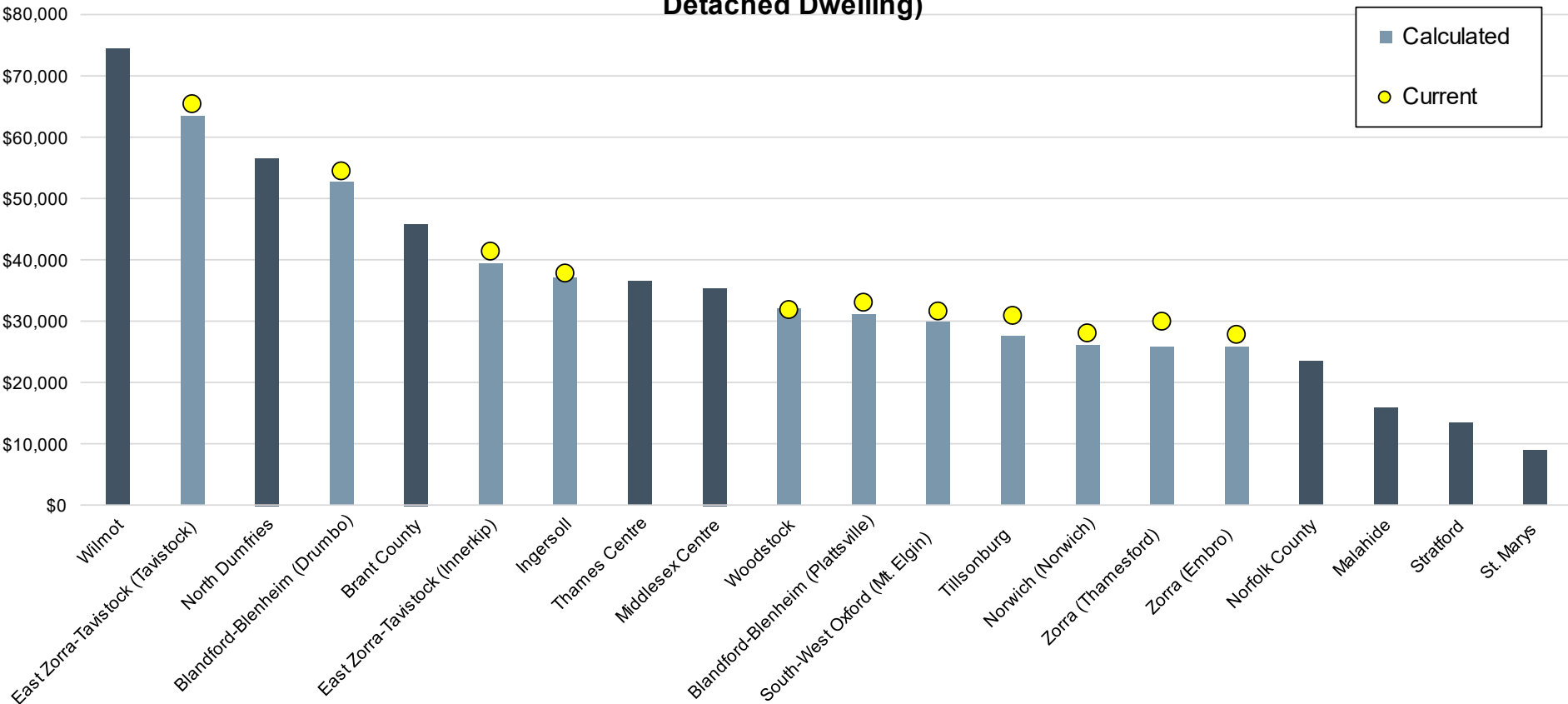
Service Area		Current Charge	Calculated Charge	Change (\$)	Change (%)
County Wide		17.56	18.26	0.70	4%
Woodstock <sup>1</sup>	Water and Wastewater	37.20	48.01	10.82	29%
	<b>Total (including County-Wide)</b>	<b>53.89</b>	<b>65.41</b>	<b>11.52</b>	<b>21%</b>
Tillsonburg	Water and Wastewater	49.89	40.16	(9.73)	-20%
	<b>Total (including County-Wide)</b>	<b>67.45</b>	<b>58.42</b>	<b>(9.03)</b>	<b>-13%</b>
Ingersoll	Water and Wastewater	45.41	49.33	3.92	9%
	<b>Total (including County-Wide)</b>	<b>62.97</b>	<b>67.59</b>	<b>4.62</b>	<b>7%</b>
Blandford-Blenheim (Plattsville)	Water and Wastewater	35.45	35.45	-	0%
	<b>Total (including County-Wide)</b>	<b>53.00</b>	<b>53.70</b>	<b>0.70</b>	<b>1%</b>
Blandford-Blenheim (Drumbo)	Water and Wastewater	102.81	102.81	-	0%
	<b>Total (including County-Wide)</b>	<b>120.37</b>	<b>121.07</b>	<b>0.70</b>	<b>1%</b>
East Zorra-Tavistock (Tavistock)	Water and Wastewater	121.67	121.67	-	0%
	<b>Total (including County-Wide)</b>	<b>139.23</b>	<b>139.93</b>	<b>0.70</b>	<b>1%</b>
East Zorra-Tavistock (Innerkip)	Water and Wastewater	64.39	64.39	-	n/a
	<b>Total (including County-Wide)</b>	<b>81.95</b>	<b>82.65</b>	<b>0.70</b>	<b>1%</b>
Norwich (Norwich)	Water and Wastewater	49.79	49.79	-	0%
	<b>Total (including County-Wide)</b>	<b>67.35</b>	<b>68.05</b>	<b>0.70</b>	<b>1%</b>
Zorra (Thamesford)	Water and Wastewater	49.59	36.29	(13.30)	-27%
	<b>Total (including County-Wide)</b>	<b>67.14</b>	<b>54.54</b>	<b>(12.60)</b>	<b>-19%</b>
Zorra (Embro)	Water and Wastewater	15.54	15.54	-	n/a
	<b>Total (including County-Wide)</b>	<b>33.09</b>	<b>33.80</b>	<b>0.70</b>	<b>2%</b>
South-West Oxford (Mt. Elgin)	Water and Wastewater	33.76	33.76	-	0%
	<b>Total (including County-Wide)</b>	<b>51.32</b>	<b>52.02</b>	<b>0.70</b>	<b>1%</b>





# Municipal Comparison Per Single Detached Residential Dwelling Unit

**Residential - Includes Oxford County and Area Municipality Development Charges (per Single Detached Dwelling)**



## Development Charges

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Non-Statutory D.C. Exemptions  
and Financial Impact of Removing  
Industrial Exemption



# Financial Impact of Removal of Industrial Exemption

- The shortfall in D.C. revenue as a result of the current statutory and non-statutory D.C. exemption policies were estimated to total \$85 million over the 10-year forecast period or 37% of D.C. recoverable costs.
- If the current policy to exempt industrial development is discontinued the shortfall would decrease from \$85 million to \$42 million (i.e., \$4.3 million per year increase in D.C. revenue)



## Next Steps

### Passage of Amending By-law February 2025

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- ❖ Receive feedback from Council and public
- ❖ Revise draft by-law based on Council feedback
- ❖ Council consideration of amending by-law for passage – February 26, 2025



**Subject: Approval for Out-of-Country Event Attendance – Hannover Messe 2025**

**Report Number:** EDM 25-004

Department: Economic Development Department

Submitted by: Cephas Panschow, Development Commissioner

Meeting Type: Council Meeting

Meeting Date: Monday, February 24, 2025

**RECOMMENDATION**

- A. THAT report EDM 25-004 Approval for Out-of-Country Event Attendance – Hannover Messe 2025 be received; and,
- B. THAT the Development Commissioner be authorized to travel to Hannover Messe 2025 as part of the Town’s membership in the Southwestern Ontario Marketing Alliance in support of the Town’s Foreign Direct Investment goals and with a shift in focus to Europe due to current economic conditions and threats; and,
- C. THAT the 2025 Economic Development & Marketing Budget be revised as follows:
  - a. Re-instatement of \$4,950 in Meeting Expenses for travel and related costs;
  - b. Re-instatement of offsetting revenue of \$3,500 (draft budget amount was \$2,500), reflecting a higher number of Per Diem amounts (7 days); and,
  - c. Reduction of \$1,450 in Membership Expenses reflecting the actual 2025 SOMA Membership fees;

For a net budget impact of \$0.

**BACKGROUND**

The Town’s updated Personnel Policy requires Council approval for attendance at events outside of Canada. The Development Commissioner is seeking approval to attend the Hannover Messe industrial trade show to support the Town’s investment attraction efforts in partnership with the Southwestern Ontario Marketing Alliance.

EDM 25-004

Council approved the following resolution at their September 9, 2024 meeting:

*THAT report EDM 24-032 titled “Out-of-Country Event Report – Hannover Messe” be received as information.*

Report EDM 24-032 provided a comprehensive update regarding the Development Commissioner’s attendance at Hannover Messe 2024 on behalf of the Town of Tillsonburg and the Southwestern Ontario Marketing Alliance.

Attendance at Hannover Messe 2025 was removed from the Economic Development & Marketing budget as part of cost-cutting measures. However, the Development Commissioner believes that these costs can be offset by SOMA’s Per Diem rebate for international travel and other budget reductions. Hence, for this reason, as well as the below reasons, the Development Commissioner is seeking approval to travel to Hannover Messe 2025:

- Supports the Town’s Investment Attraction efforts including, potentially, the sale of industrial land in Phase 2 of the Van Norman Innovation Park;
- Supports local industry through the participation of at least one local company;
- Supports diversification away from the US, particularly considering the potential for trade disruption/tariffs; and,
- Support the Town’s partner, the Southwestern Ontario Marketing Alliance, and Invest Canada as part of its first ever “Partner Country” designation.

## **DISCUSSION**

In efforts to achieve Council’s target for the 2025 budget, travel costs and offsetting revenues were removed from the Economic Development & Marketing budget with an overall reduction in the Meeting Expenses budget from previous years (Reduced to \$11,000 from \$14,000 in 2024). The costs and revenues included in the draft budget did not reflect updated figures for revenues as well as SOMA Membership fees.

The Development Commissioner believes that this trip can be added back into the 2025 budget for no net change. Hence, the Development Commissioner is seeking approval to add this item back into the final 2025 Budget and Business Plan in order to attend the Hannover Messe industrial trade show to support the Town’s investment attraction efforts in partnership with the Southwestern Ontario Marketing Alliance’s and Invest Canada, who is partnering with Hannover as the “Partner Country” for the 2025 event.

EDM 25-004

In terms of the Town's attendance at International Trade Shows, the annual Budget and Business Plan typically includes attendance to at least one International Trade Show or Event in support of the Town's investment attraction goals and in partnership with SOMA.

With the proposed removal of Hannover Messe from the 2025 Budget and Business Plan, the Economic Development & Marketing department would not be participating in any international Trade Shows or Events in 2025. This is problematic as, with an economic slowdown potentially coming, increased risk of tariffs, etc, now is not the time to cut all advertising/marketing. Now is the time when we need to increase our efforts, particularly when we are targeting significant revenue generation over the next few years.

As a refresher, Hannover Messe is the world's leading (and largest) Industrial Trade Show with more than 4,000 companies in the Advanced Manufacturing, Mechanical Engineering, Electrical Engineering and Digital Industries as well as the Energy Sector. The Town of Tillsonburg's participation would be through the Southwestern Ontario Marketing Alliance. SOMA and their partners retain a lead generation consultation who sets up pre-booked meetings with companies attending the trade show. The consultant typically schedules up 30 to 50 meetings during the trade show (up to 10 meetings per day), which are then attended by participating members.

The Hannover Messe is of strategic interest to the Town and SOMA due to its high concentration of Advanced Manufacturing and related firms, the opportunities offered by the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), which offers Canadian businesses preferential access to growth opportunities in the European Union and similarly for European companies to access and invest in Canada.

Participation in Hannover Messe 2025 is in support of Canada being the Partner Country for 2025, which includes over 200 Canadian companies and some area companies attending, including J/E Bearing, who have committed based on, in part, my attendance. Further, some accommodation arrangements have been pre-booked due to scarce availability and these are non-refundable.

Finally, part of our partnership to SOMA is to travel on behalf of the organization as the Member Directors are the staff that support SOMA's annual foreign direct investment program. Hence, supporting participation in Hannover Messe 2025 will allow the Town to maintain its relationship with that organization.

EDM 25-004

Hence, the Development Commissioner is respectfully requesting that Council support the Development Commissioner's attendance at Hannover Messe 2025.

## CONSULTATION

The Development Commissioner has confirmed that attending Hannover Messe 2025 for a period of seven days would result in higher Per Diem rebates from the Southwestern Ontario Marketing Alliance (increased amount of \$3,500).

## FINANCIAL IMPACT/FUNDING SOURCE

The draft 2025 Economic Development & Marketing budget proposed an increase of \$2,000 in Meeting Expenses resulting in an increase from \$14,000 to \$16,000 for Meeting and Travel expense.

The proposed removal of \$4,950 in costs and offsetting revenues of \$2,500 in estimated Per Diem amounts resulted in a net reduction to the draft budget of \$2,450.

With a higher Per Diem amount of \$3,500 (for 7 days) and additional reduction of \$1,450 in the budgeted SOMA Membership fee, the net Financial Impact to the draft 2025 Budget is \$0, as follows:

Trip costs (Budgeted)	\$4,950
Rebate (Per Diem)	\$3,500
Reduction in SOMA Membership Fee	\$1,450
<b>NET BUDGET IMPACT</b>	<b>\$0</b>

## 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



EDM 25-004

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** – *On-going Projects* - Increase diversity in manufacturing and other key sectors



**Subject: Community Improvement Plan Application – 102 Tillson Avenue, Unit I**

**Report Number: EDM 25-006**

Department: Economic Development Department

Submitted by: Cephas Panschow, Development Commissioner

Meeting Type: Council Meeting

Meeting Date: Monday, February 24, 2025

## **RECOMMENDATION**

- A. THAT Council receives report titled EDM 25-006 Community Improvement Plan Application – 102 Tillson Avenue, Unit I; and,
- B. THAT the 102 Tillson Avenue, Unit I, property tenant, Skill Shot Pinball, be approved for funding through the Town's Community Improvement Plan, related to interior renovations and accessibility improvement renovation costs as follows:
  - a. Commercial Building Interior Renovation Program – Matching funds up to a maximum of \$5,000;
  - b. Accessibility Renovation Grant – Matching funds up to a maximum of \$3,000.

## **BACKGROUND**

The tenant of the 102 Tillson Avenue (Unit I) property, Skill Shot Pinball, has submitted an application to the Town for cost reimbursement in accordance with the Town's updated Community Improvement Plan. The purpose of this report is to seek Council's approval for the application, which will rebate renovation and accessibility improvement costs for a unique start-up business in formerly vacant plaza space.

EDM 25-006 CIP Application – 102 Tillson Avenue

## DISCUSSION

The application submitted by Skill Shot Pinball is for support under the following Community Improvement Plan programs:

<b>Program</b>	<b>Comment</b>
Accessibility Renovation Grant	Matching 50% rebate up to the maximum program amount of \$3,000 is being recommended
Architectural Design Grant	This program applies to downtown mainstreet buildings where a high level of architectural design is required as part of building façade improvements. Not recommended.
Building Permit Fee Rebate	Ineligible as this application does not meet the minimum property improvements threshold of minimum project value of \$150,000.
Commercial Building Interior Renovation Program	50% rebate up to a maximum amount of \$5,000 is being recommended. The space meets the criteria for this funding.
Façade Improvement Grant: Street Facing	This program applies to downtown mainstreet buildings. Not recommended.

In reviewing this application, staff believe that it meets the primary intent of the Town's Community Improvement Plan, which is:

“...to promote and encourage renewal, redevelopment and rehabilitation within the key areas of the Town requiring investment”

Further, it meets the Commercial Building Interior Renovation Program goal of:

*“filling vacant storefronts, support a more vibrant street life, and create better first impressions of the community”*

## CONSULTATION

The Community Improvement Plan was updated in 2024 with extensive consultation and input from the Affordable and Attainable Housing Committee, the Economic Development Advisory Committee and the community. The application has been circulated to the Building, Planning and Finance Departments.

EDM 25-006 CIP Application – 102 Tillson Avenue

## FINANCIAL IMPACT/FUNDING SOURCE

The 2025 Economic Development & Marketing budget contains \$40,000 in approved funding for the Community Improvement Plan with no funds approved for disbursement year to date . If approved, matching funds up to \$5,000 for interior renovations and \$3,000 for Accessibility Improvements would be rebated from this amount.

## CORPORATE GOALS

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

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

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

**Goal** – The Town of Tillsonburg will accommodate and support sustainable growth

**Strategic Direction** – Continue to offer relevant, leading incentives for revitalization and diversification in the downtown and throughout Tillsonburg

**Priority Project** – *Not applicable*

## ATTACHMENTS

Appendix A – Community Improvement Plan Application



## Community Improvement Plan (CIP) Application Form

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The Town of Tillsonburg offers a comprehensive Community Improvement Plan (CIP) as a means of planning and financing development activities that assist in the redevelopment/development of lands, buildings, and infrastructure through various financial incentives.

To ensure your application for the CIP is complete, please refer to the checklist below.

### Mandatory Requirements

- Completed application with relevant signatures
- Applicant's and owner's full name and contact information
- One itemized cost estimate satisfactory to the Town (the Town reserves the right to request an additional cost estimate at their discretion)
- Municipal address and legal description (if applicable)
- Relevant drawings and/or photos of the property

### Additional Requirements (if necessary)

- Building plans
  - Building elevations and/or renderings
  - Site plans
- Company information
  - Description of the products and/or services provided by the company
- Articles of incorporation detailing shareholders or background on ownership and/or partners
- Engineering reports and related drawings
- Cultural, built, or natural heritage studies and reports
- Environmental Site Assessment
  - Reports and Record of Site Condition

The Town of Tillsonburg reserves the right to request additional information that may be necessary to substantiate the project.

Community Improvement Plan (CIP) Application Form



Please forward the completed Community Improvement Plan (CIP) Application Form to the Development Commissioner, Town of Tillsonburg Economic Development & Marketing Department.

A separate application is required for the Façade Improvement Programs. Façade Improvement applications can be obtained from the Town of Tillsonburg Building, Planning and Bylaw Department by calling 519.688.3009.

Town of Tillsonburg  
 Economic Development and Marketing Dept  
 10 Lisgar Ave, Tillsonburg, Ontario N4G 5A5  
 Telephone: 519.688.5651  
 Fax: 519.842.9431  
 Email: invest@tillsonburg.ca

<p><b>Registered Owner:</b></p> <p>Name: <u>John Colalillo</u></p> <p>Business Name: <u>Ancomar Investments Corp</u></p> <p>Address: <u>[REDACTED]</u></p> <p>Home Phone: <u>[REDACTED]</u></p> <p>Fax Number: _____</p>	<p><b>Applicant:</b> <i>(If different from registered owner)</i></p> <p>Name: <u>Dan Tosto</u></p> <p>Business Name: <u>Skill Shot Pinball</u></p> <p>Address: <u>102-I Tillson Ave</u></p> <p>Postal Code: <u>N4G3A1</u></p> <p>Home Phone: <u>647-297-7062</u></p> <p>Work Phone: <u>519-544-1799</u></p> <p>Email Address: <u>skillshotpinball@rogers.com</u></p> <p>Fax Number: _____</p>
<p><b>Property Description:</b></p> <p>Address: <u>102 Tillson Avenue</u></p> <p>Building to be redeveloped: <u>Unit I</u></p>	

Community Improvement Plan (CIP) Application Form



<b>Current Use of the Property?</b>
retail plaza, new unit
<b>Proposed Use of the Property?</b>
retail store in the unit
<b>Description of the Proposed Development/Redevelopment</b>
new unit in the plaza with new business to occupy
<b>Cost of Proposed Repairs (Please provide one cost estimate. If it is not possible to provide an estimate, please explain why)</b>
<p>\$25,000</p> <p>renovations to create accessible space: front door, ramps, washroom, framing, plumbing, electrical, drywall, insulation etc.</p>

**Type of Investment Support Requested:**

Please Choose	Program	Eligibility Criteria
<input checked="" type="checkbox"/>	Accessibility Renovation Grant	<p>The grant, of up to \$3,000 in 50/50 matching funds, is intended to assist owners or tenants, particularly older buildings in the central area, with accessibility improvements to improve the accessibility of the central area and commercial buildings throughout the Town.</p> <p>Grant can be used for the following types of projects:</p> <ul style="list-style-type: none"> <li>• Power assist door operators</li> <li>• Renovation of building entrances</li> <li>• Upgrading of doors</li> <li>• Installation of ramps</li> <li>• Installation of elevating devices</li> <li>• Renovations to create accessible washrooms</li> </ul>

## Community Improvement Plan (CIP) Application Form



<input type="checkbox"/>	Architectural Design Grant	<p>Grant to offset the cost of retaining professionals to provide acceptable design(s), in accordance with the Central Area Design Study for eligible properties in the central area.</p> <ul style="list-style-type: none"> <li>• 50/50 matching funds</li> <li>• Maximum of \$2,500 per project</li> <li>• Commercial properties in the central area are eligible</li> </ul>
<input type="checkbox"/>	Building Permit Fee Rebate Program	<p>Rebate of Building Permits fees for commercial, industrial and multi-residential properties in the CIP area. Commercial properties outside of the Central Area are not eligible for building permit grants.</p> <p><b>Industrial – Small (Project value of \$150,000 to \$1,000,000)</b></p> <ul style="list-style-type: none"> <li>• Minimum project value of \$150,000 and maximum project value of \$1,000,000</li> <li>• Grant of 100% of the applicable building permit fees offered as a rebate once completed.</li> </ul> <p><b>Industrial – Large (Project value of \$1,000,000 or more)</b></p> <ul style="list-style-type: none"> <li>• Grant of 50% of the applicable building permit fees up to a maximum of \$20,000, or other amount as may be approved by Council, offered as a rebate once the project is completed.</li> </ul> <p><b>Commercial - Central Area (Min. project value of \$150,000)</b>          Rebate of the applicable building permit fee offered once the project is complete, as follows:</p> <ul style="list-style-type: none"> <li>• General renovations/rehabilitations - 25% Rebate;</li> <li>• Projects that will improve the overall attractiveness of the streetscape and downtown - 50% Rebate;</li> <li>• Projects that meet above criteria and provide exemplary attention to detail and a high level of design – 75% Rebate.</li> </ul> <p><b>Social Housing Projects as defined herein may be eligible for 100% rebate of Building Permit Fees for the units meeting this definition.</b></p>
<input type="checkbox"/>	Commercial Building Interior Renovation Program	<p>Grant, of up to \$10,000, to assist with interior renovations of existing commercial buildings including:</p> <ul style="list-style-type: none"> <li>• Structural repairs;</li> <li>• Electrical upgrades;</li> <li>• Plumbing upgrades and fixtures (i.e. sinks, toilets, etc.) but not including backflow valve installation;</li> <li>• HVAC;</li> <li>• Flooring and/or doors, windows and ceilings;</li> <li>• Demising walls;</li> <li>• Drywall and/or painting;</li> <li>• Improved accessibility (i.e. ramps, handrails, accessible washrooms);</li> </ul>



Community Improvement Plan (CIP) Application Form



		<ul style="list-style-type: none"> <li>• Fire safety compliance (i.e. sprinklers); and,</li> <li>• Improvements related to health and safety; including asbestos/other hazardous material abatement</li> </ul> <p>This grant is intended to provide supportive funding for renovations to commercial properties within the Town of Tillsonburg to fill vacant storefronts, support a more vibrant street life, and create better first impressions of the community.</p>
<input type="checkbox"/>	<p>Contaminated Property or Substandard Building Incentive Program</p>	<p>Grant to cover up to 50% of the cost of an environmental or building hazard study including a Phase II Environmental Site Assessment, designated substances and hazardous materials survey, remedial work plan, or site assessment.</p> <ul style="list-style-type: none"> <li>• 50/50 matching funds</li> <li>• Maximum of \$10,000 per project</li> <li>• Applicant must provide a copy of the final report to the Town</li> </ul>
<input type="checkbox"/>	<p>Façade Improvement Grant: Alleyway</p>	<p>Grant for alleyway building façade improvements for properties in the central area.</p> <ul style="list-style-type: none"> <li>• 50/50 Matching Funds</li> <li>• Maximum of \$10,000 per project.</li> <li>• Commercial properties in the central area are eligible</li> <li>• Projects that meet energy conservation and efficiency goals shall be given a higher score.</li> </ul> <p><b>A separate application from the Building department is needed.</b></p>
<input checked="" type="checkbox"/>	<p>Façade Improvement Grant: Street Facing</p>	<p>A grant for exterior renovations within the central area. Improvements may consist of repairs to facades, including; signage, lighting, entrances and display windows. Interior renovations will not be eligible.</p> <ul style="list-style-type: none"> <li>• 50/50 Matching Funds</li> <li>• Maximum of \$10,000 per façade</li> <li>• Commercial properties in the central area are eligible</li> <li>• Other commercial properties outside of the central area may be eligible at prominent locations. These projects will not be eligible for the matching BIA funds.</li> <li>• The project shall conform to the design principles contained within the Town's central area design study.</li> </ul> <p><b>A separate application from the Building department is needed.</b></p>
<input type="checkbox"/>	<p>Legal and Registration Grant</p>	<p>Grant to reimburse legal costs and costs associated with the registration of agreements associated with the above programs.</p> <ul style="list-style-type: none"> <li>• This may take the form of Town staff registering applicable agreements on the title, or a grant to a maximum of \$200 to reimburse legal costs of having a solicitor register the applicable agreements on the title.</li> </ul>

Community Improvement Plan (CIP) Application Form



<input type="checkbox"/>	<p>Tax Increment Equivalent Grant Back Program</p>	<p>Grant to rebate increases of Town portion of property taxes resulting from improvements of lands and buildings, for properties in the central area. Projects must meet the following criteria:</p> <ul style="list-style-type: none"> <li>• An increase in the assessed value of the property</li> <li>• Supporting Town objectives of increased density, retail, business services, and industrial diversity.</li> <li>• Conform to the principles of the Town's Central Area Design Study (where applicable)</li> <li>• Additional criteria of having the front of the building comprised of 75% glass, brick, or stone. Preference will be given to projects that use the heritage yellow brick evidenced throughout the downtown.</li> <li>• Projects that meet energy conservation and efficiency goals shall be given a higher score.</li> <li>• Projects that meet water conservation and re-use goals shall also be given a higher score.</li> </ul>
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Please provide the following information:

**How will the proposed development benefit the community?**

A new accessible public space where there was none before. The business also provides a unique form of affordable entertainment. It was a substantial commitment and investment to make for such an idea, in a location such as Tillsonburg.

**If the proposed development is in the downtown, how will it fit in with, or improve, the existing streetscape?**

We are creating something new and cool here, it should be a welcome improvement/addition to the streetscape and the town in general.

**What is the proposed timeline (start date and completion date)?**

Work is complete. The business is open. Nobody mentioned this program to us through the whole process.

Community Improvement Plan (CIP) Application Form



The Town of Tillsonburg is subject to Ontario Municipal Freedom of Information and Protection of Privacy Act (MFIPPA) and other privacy legislation.

Applicants should be aware that personal and other information contained in this application are subject to Municipal Freedom of Information and Protection of Privacy Act and may be deemed releasable under this legislation, and that the anonymity or confidentiality of the applicant and any information contained within the application cannot be guaranteed.

The Government of Ontario maintains a website with free access to Municipal Freedom of Information and Protection of Privacy Act and other legislation on their e-laws website.

The applicant also consents to the use of his or her name, business name and business address in connection with any program funding announcements.

The Town of Tillsonburg is subject to Ontario Municipal Freedom of Information and Protection of Privacy Act (MFIPPA) and other privacy legislation.

Personal information, as defined in the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA), is collected and authorized under Section 10(1) of the Municipal Act, 2001, and will be used to process your Community Improvement Plan (CIP) Application Form and contact you with any pertinent information related to your application. Questions about this collection can be directed to Cephias Panschow, Development Commissioner, at 10 Lisgar Ave, Tillsonburg Ontario, N4G 5A5, 519-688-3009 ext. 4007 or by email at cpanschow@tillsonburg.ca.

Date: 10/08/2024

Signature of Registered Owner: John Colalillo

Date: 10/08/2024

Signature of Applicant: Dan Tosto

**For Office Use Only:**

Current Assessment: \_\_\_\_\_

Building Permit Calculation: \_\_\_\_\_

Development Charges Calculation: \_\_\_\_\_



**Subject: Community Improvement Plan Application – 356 Tillson Avenue**

**Report Number:** EDM 25-007

Department: Economic Development Department

Submitted by: Cephas Panschow, Development Commissioner

Meeting Type: Council Meeting

Meeting Date: Monday, February 24, 2025

**RECOMMENDATION**

- A. THAT Council receives report titled EDM 25-007 Community Improvement Plan Application – 356 Tillson Avenue; and,
  
- B. THAT the 356 Tillson Avenue property tenant, Paws & Claws, be approved for funding through the Town’s Community Improvement Plan, related to interior renovations and accessibility improvement renovation costs as follows:
  - a. Accessibility Renovation Grant – Matching funds up to a maximum of \$3,000; and,
  
- C. THAT the 356 Tillson Avenue property be approved for the Tax Increment Grant Back Program of the Community Improvement Plan, related to enhancements of the property, at the General Level, which offers the following growth-related rebates:
  - a. Years 1 - 100% rebate of the Town’s portion of the incremental tax increase;
  - b. Year 2 - 80% rebate;
  - c. Year 3 - 60% rebate;
  - d. Year 4 - 40% rebate;
  - e. Year 5 - 20% rebate; and,
 with full property taxes being payable in year 6.

**BACKGROUND**

The tenant of the 356 Tillson Avenue property, Paws & Claws, has submitted an application to the Town for cost reimbursement in accordance with the Town’s Community Improvement Plan. The purpose of this report is to seek Council’s approval for the application, which will rebate accessibility improvement costs and the Town’s portion of any incremental tax increase. If approved, the funding will help support the establishment of a new veterinarian business, along with associated employment, in the Town of Tillsonburg.

EDM 25-007 CIP Application – 356 Tillson Avenue

## DISCUSSION

The application submitted by Paws & Claws is for support under the following Community Improvement Plan programs:

<b>Program</b>	<b>Comment</b>
Accessibility Renovation Grant	Matching 50% rebate up to the maximum program amount of \$3,000 is being recommended
Building Permit Fee Rebate	Ineligible as the property is outside of the Central Area
Commercial Building Interior Renovation Program	Ineligible as the building was not vacant for a minimum of 6 months
Tax Increment Equivalent Grant Back Program	Recommended at the General Level

In reviewing this application, staff believe that it meets the primary intent of the Town's Community Improvement Plan, which is:

“...to promote and encourage renewal, redevelopment and rehabilitation within the key areas of the Town requiring investment”

“provide a grant to improve accessibility to and of existing commercial buildings”

## CONSULTATION

The Community Improvement Plan was updated in 2024 with extensive consultation and input from the Affordable and Attainable Housing Committee, the Economic Development Advisory Committee and the community. The application has been circulated to the Building, Planning and Finance Departments.

## FINANCIAL IMPACT/FUNDING SOURCE

The 2025 Economic Development & Marketing budget contains \$40,000 in approved funding for the Community Improvement Plan with no rebates approved year to date. However, if the recommendation contained in report EDM 25-006 regarding the Community Improvement Plan application for 102 Tillson Avenue is approved, available funding will be reduced by \$8,000 leaving \$32,000 in funding for this and future applications. If the above recommendation approved, additional funding up to \$3,000 would be rebated from the remaining budget amount. Any approved property tax grant backs are refunded from the property tax payment (a tax write-off).

EDM 25-007 CIP Application – 356 Tillson Avenue

The Town’s Revenue Manager has advised that the existing commercial assessment is \$177,000, but that it is difficult to estimate how MPAC would value this type of interior improvement as a major factor in the overall assessment continues to be the age of the building and the total area renovated. Renovation costs today are much higher than the same costs as at the Jan 1, 2016 valuation date.

If MPAC were to value these improvements at \$150,000, the estimated tax rebates for the Town’s portion of the assessment increase would be:

<i>Improvement</i>	<i>2024 CT Tax Rate</i>	<i>2024 Taxes</i>
\$150,000	0.01650179	\$ 2,475.27

100%	80%	60%	40%	20%	
Year 1	Year 2	Year 3	Year 4	Year 5	<b>Total</b>
<b>\$2,550</b>	<b>\$2,099</b>	<b>\$1,619</b>	<b>\$1,109</b>	<b>\$569</b>	<b>\$7,946</b>

**\*3% Annual Tax Increase  
Estimated**

**CORPORATE GOALS**

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

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

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

**Goal** – The Town of Tillsonburg will accommodate and support sustainable growth

**Strategic Direction** – Continue to offer relevant, leading incentives for revitalization and diversification in the downtown and throughout Tillsonburg

**Priority Project** – *Not applicable*

EDM 25-007 CIP Application – 356 Tillson Avenue

**ATTACHMENTS**

Appendix A – Community Improvement Plan Application



## Community Improvement Plan (CIP) Application Form

The Town of Tillsonburg offers a comprehensive Community Improvement Plan (CIP) as a means of planning and financing development activities that assist in the redevelopment/development of lands, buildings, and infrastructure through various financial incentives.

To ensure your application for the CIP is complete, please refer to the checklist below.

### Mandatory Requirements

- Completed application with relevant signatures
- Applicant's and owner's full name and contact information
- One itemized cost estimate satisfactory to the Town (the Town reserves the right to request an additional cost estimate at their discretion)
- Municipal address and legal description (if applicable)
- Relevant drawings and/or photos of the property

### Additional Requirements (if necessary)

- Building plans
  - Building elevations and/or renderings
  - Site plans
- Company information
  - Description of the products and/or services provided by the company
- Articles of incorporation detailing shareholders or background on ownership and/or partners
- Engineering reports and related drawings
- Cultural, built, or natural heritage studies and reports
- Environmental Site Assessment
  - Reports and Record of Site Condition

The Town of Tillsonburg reserves the right to request additional information that may be necessary to substantiate the project.



Community Improvement Plan (CIP) Application Form



Please forward the completed Community Improvement Plan (CIP) Application Form to the Development Commissioner, Town of Tillsonburg Economic Development & Marketing Department.

A separate application is required for the Façade Improvement Programs. Façade Improvement applications can be obtained from the Town of Tillsonburg Building, Planning and Bylaw Department by calling 519.688.3009.

Town of Tillsonburg  
 Economic Development and Marketing Dept  
 10 Lisgar Ave, Tillsonburg, Ontario N4G 5A5  
 Telephone: 519.688.5651  
 Fax: 519.842.9431  
 Email: invest@tillsonburg.ca

<p><b>Registered Owner:</b></p> <p>Name: <u>SHARON HOWARD</u></p> <p>Business Name: _____  <small>S. Howard Veterinary Medicine Professional Corporation. (Paws and Claws Veterinary Clinic)</small></p> <p>Address: <u>356 Tillson Ave</u></p> <p>Postal Code: <u>N4G 3C3</u></p> <p>Home Phone: <u>519-688-5052</u></p> <p>Work Phone: _____</p> <p>Email Address: <u>sharonhoward818@gmail.com</u></p> <p>Fax Number: _____</p>	<p><b>Applicant:</b>  <i>(If different from registered owner)</i></p> <p>Name: _____</p> <p>Business Name: _____</p> <p>Address: _____</p> <p>Postal Code: _____</p> <p>Home Phone: _____</p> <p>Work Phone: _____</p> <p>Email Address: _____</p> <p>Fax Number: _____</p>
<p><b>Property Description:</b></p> <p>Address: <u>356 Tillson Ave</u></p> <p>Building to be redeveloped: _____</p>	

Community Improvement Plan (CIP) Application Form



<b>Current Use of the Property?</b>
Frantic Upholstery (furniture reupholstery shop)
<b>Proposed Use of the Property?</b>
Veterinary Clinic
<b>Description of the Proposed Development/Redevelopment</b>
<p>Extensive interior renovations to 356 Tillson Ave will transform the furniture reupholstery shop into a full service veterinary clinic.</p> <p>Renovations will include construction of a reception area, 4 exam rooms, sympathy room with separate entrance, accessible washroom, pharmacy, treatment area, surgical suite, X-ray room, offices, lunchroom, as well as dog and cat kennel rooms. The renovations will include installation of an HVAC system as well as upgrades to the current electrical and plumbing systems.</p>
<b>Cost of Proposed Repairs (Please provide one cost estimate. If it is not possible to provide an estimate, please explain why)</b>
<p>The cost of the proposed renovations is estimated at \$441 685.08.</p> <p>The work will be done by W.D Bronz Ltd</p>

**Type of Investment Support Requested:**

Please Choose	Program	Eligibility Criteria
<input type="checkbox"/>	Accessibility Renovation Grant	<p>The grant, of up to \$3,000 in 50/50 matching funds, is intended to assist owners or tenants, particularly older buildings in the central area, with accessibility improvements to improve the accessibility of the central area and commercial buildings throughout the Town.</p> <p>Grant can be used for the following types of projects:</p> <ul style="list-style-type: none"> <li>• Power assist door operators</li> <li>• Renovation of building entrances</li> <li>• Upgrading of doors</li> <li>• Installation of ramps</li> <li>• Installation of elevating devices</li> <li>• Renovations to create accessible washrooms</li> </ul>

<input type="checkbox"/>	Architectural Design Grant	<p>Grant to offset the cost of retaining professionals to provide acceptable design(s), in accordance with the Central Area Design Study for eligible properties in the central area.</p> <ul style="list-style-type: none"> <li>• 50/50 matching funds</li> <li>• Maximum of \$2,500 per project</li> <li>• Commercial properties in the central area are eligible</li> </ul>
<input checked="" type="checkbox"/>	Building Permit Fee Rebate Program	<p>Rebate of Building Permits fees for commercial, industrial and multi-residential properties in the CIP area. Commercial properties outside of the Central Area are not eligible for building permit grants.</p> <p><b>Industrial – Small (Project value of \$150,000 to \$1,000,000)</b></p> <ul style="list-style-type: none"> <li>• Minimum project value of \$150,000 and maximum project value of \$1,000,000</li> <li>• Grant of 100% of the applicable building permit fees offered as a rebate once completed.</li> </ul> <p><b>Industrial – Large (Project value of \$1,000,000 or more)</b></p> <ul style="list-style-type: none"> <li>• Grant of 50% of the applicable building permit fees up to a maximum of \$20,000, or other amount as may be approved by Council, offered as a rebate once the project is completed.</li> </ul> <p><b>Commercial - Central Area (Min. project value of \$150,000)</b> Rebate of the applicable building permit fee offered once the project is complete, as follows:</p> <ul style="list-style-type: none"> <li>• General renovations/rehabilitations - 25% Rebate;</li> <li>• Projects that will improve the overall attractiveness of the streetscape and downtown - 50% Rebate;</li> <li>• Projects that meet above criteria and provide exemplary attention to detail and a high level of design – 75% Rebate.</li> </ul> <p><b>Social Housing Projects as defined herein may be eligible for 100% rebate of Building Permit Fees for the units meeting this definition.</b></p>
<input checked="" type="checkbox"/>	Commercial Building Interior Renovation Program	<p>Grant, of up to \$10,000, to assist with interior renovations of existing commercial buildings including:</p> <ul style="list-style-type: none"> <li>• Structural repairs;</li> <li>• Electrical upgrades;</li> <li>• Plumbing upgrades and fixtures (i.e. sinks, toilets, etc.) but not including backflow valve installation;</li> <li>• HVAC;</li> <li>• Flooring and/or doors, windows and ceilings;</li> <li>• Demising walls;</li> <li>• Drywall and/or painting;</li> <li>• Improved accessibility (i.e. ramps, handrails, accessible washrooms);</li> </ul>

## Community Improvement Plan (CIP) Application Form



		<ul style="list-style-type: none"> <li>• Fire safety compliance (i.e. sprinklers); and,</li> <li>• improvements related to health and safety; including asbestos/other hazardous material abatement</li> </ul> <p>This grant is intended to provide supportive funding for renovations to commercial properties within the Town of Tillsonburg to fill vacant storefronts, support a more vibrant street life, and create better first impressions of the community.</p>
<input type="checkbox"/>	Contaminated Property or Substandard Building Incentive Program	<p>Grant to cover up to 50% of the cost of an environmental or building hazard study including a Phase II Environmental Site Assessment, designated substances and hazardous materials survey, remedial work plan, or site assessment.</p> <ul style="list-style-type: none"> <li>• 50/50 matching funds</li> <li>• Maximum of \$10,000 per project</li> <li>• Applicant must provide a copy of the final report to the Town</li> </ul>
<input type="checkbox"/>	Façade Improvement Grant: Alleyway	<p>Grant for alleyway building façade improvements for properties in the central area.</p> <ul style="list-style-type: none"> <li>• 50/50 Matching Funds</li> <li>• Maximum of \$10,000 per project.</li> <li>• Commercial properties in the central area are eligible</li> <li>• Projects that meet energy conservation and efficiency goals shall be given a higher score.</li> </ul> <p><b>A separate application from the Building department is needed.</b></p>
<input type="checkbox"/>	Façade Improvement Grant: Street Facing	<p>A grant for exterior renovations within the central area. Improvements may consist of repairs to facades, including; signage, lighting, entrances and display windows. Interior renovations will not be eligible.</p> <ul style="list-style-type: none"> <li>• 50/50 Matching Funds</li> <li>• Maximum of \$10,000 per façade</li> <li>• Commercial properties in the central area are eligible</li> <li>• Other commercial properties outside of the central area may be eligible at prominent locations. These projects will not be eligible for the matching BIA funds.</li> <li>• The project shall conform to the design principles contained within the Town's central area design study.</li> </ul> <p><b>A separate application from the Building department is needed.</b></p>
<input type="checkbox"/>	Legal and Registration Grant	<p>Grant to reimburse legal costs and costs associated with the registration of agreements associated with the above programs.</p> <ul style="list-style-type: none"> <li>• This may take the form of Town staff registering applicable agreements on the title, or a grant to a maximum of \$200 to reimburse legal costs of having a solicitor register the applicable agreements on the title.</li> </ul>

Community Improvement Plan (CIP) Application Form



<input type="checkbox"/>	<p><b>Tax Increment Equivalent Grant Back Program</b></p>	<p>Grant to rebate increases of Town portion of property taxes resulting from improvements of lands and buildings, for properties in the central area. Projects must meet the following criteria:</p> <ul style="list-style-type: none"> <li>• An increase in the assessed value of the property</li> <li>• Supporting Town objectives of increased density, retail, business services, and industrial diversity.</li> <li>• Conform to the principles of the Town's Central Area Design Study (where applicable)</li> <li>• Additional criteria of having the front of the building comprised of 75% glass, brick, or stone. Preference will be given to projects that use the heritage yellow brick evidenced throughout the downtown.</li> <li>• Projects that meet energy conservation and efficiency goals shall be given a higher score.</li> <li>• Projects that meet water conservation and re-use goals shall also be given a higher score.</li> </ul>
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**Please provide the following information:**

**How will the proposed development benefit the community?**

The town of Tillsonburg is a growing community in need of more veterinary care for the increasing number of pets and pet owners. Paws and Claws Veterinary Clinic will provide an exceptional level of service in the areas of dog and cat:

Preventative health care (annual examinations, vaccinations, parasite prevention)

**If the proposed development is in the downtown, how will it fit in with, or improve, the existing streetscape?**

**What is the proposed timeline (start date and completion date)?**

The project is scheduled to begin on Nov 6. Completion of renovations is expected to take 4 months, with a proposed opening date of April 1, 2025.

Community Improvement Plan (CIP) Application Form



The Town of Tillsonburg is subject to Ontario Municipal Freedom of Information and Protection of Privacy Act (MFIPPA) and other privacy legislation.

Applicants should be aware that personal and other information contained in this application are subject to Municipal Freedom of Information and Protection of Privacy Act and may be deemed releasable under this legislation, and that the anonymity or confidentiality of the applicant and any information contained within the application cannot be guaranteed.

The Government of Ontario maintains a website with free access to Municipal Freedom of Information and Protection of Privacy Act and other legislation on their e-laws website.

The applicant also consents to the use of his or her name, business name and business address in connection with any program funding announcements.

The Town of Tillsonburg is subject to Ontario Municipal Freedom of Information and Protection of Privacy Act (MFIPPA) and other privacy legislation.

Personal information, as defined in the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA), is collected and authorized under Section 10(1) of the Municipal Act, 2001, and will be used to process your Community Improvement Plan (CIP) Application Form and contact you with any pertinent information related to your application. Questions about this collection can be directed to Cephias Panschow, Development Commissioner, at 10 Lisgar Ave, Tillsonburg Ontario, N4G 5A5, 519-688-3009 ext. 4007 or by email at cpanschow@tillsonburg.ca.

Date: Oct 28/24 Signature of Registered Owner: Shawn Howard

Date: \_\_\_\_\_ Signature of Applicant: \_\_\_\_\_

**For Office Use Only:**

Current Assessment: \_\_\_\_\_

Building Permit Calculation: \_\_\_\_\_

Development Charges Calculation: \_\_\_\_\_



**Subject: Offer to Purchase – Venison Street East Parcel (Verhoeve)**

**Report Number:** EDM 25-008

Department: Economic Development Department

Submitted by: Cephas Panschow, Development Commissioner

Meeting Type: Council Meeting

Meeting Date: Monday, February 24, 2025

**RECOMMENDATION**

- A. THAT report EDM 25-008 titled “Offer to Purchase – Venison Street East Parcel (Verhoeve)” be received; and,
- B. THAT a by-law be brought forward authorizing the Mayor and Clerk to enter into an Agreement of Purchase and Sale with Maurice J. Verhoeve Funeral Homes Burial and Cremation Services Inc for lands located on the south side of Venison Street East described as part of Lot 994, Plan 500, and more particularly described as Part 2, Plan 41R-7347 and to execute any documents required to effect the transfer of these lands.

**BACKGROUND**

Tillsonburg Town Council passed the following resolution at their September 9, 2024, Council Meeting:

- A. *THAT report EDM 24-032 titled Surplus Land Declaration – Part 2, Plan 41R-7347 – Venison Street East be received; and,*
- B. *THAT the municipally owned parcel of land located on the South side of Venison Street East, described as Part 2, Plan 41R-7347, be declared surplus to the needs of the Town of Tillsonburg in accordance with Bylaw 2021-031 (land disposition) including suitable notification to the public; and,*
- C. *THAT the Development Commissioner be authorized to negotiate an Agreement of Purchase and Sale subject to it being brought back to Council for approval.*

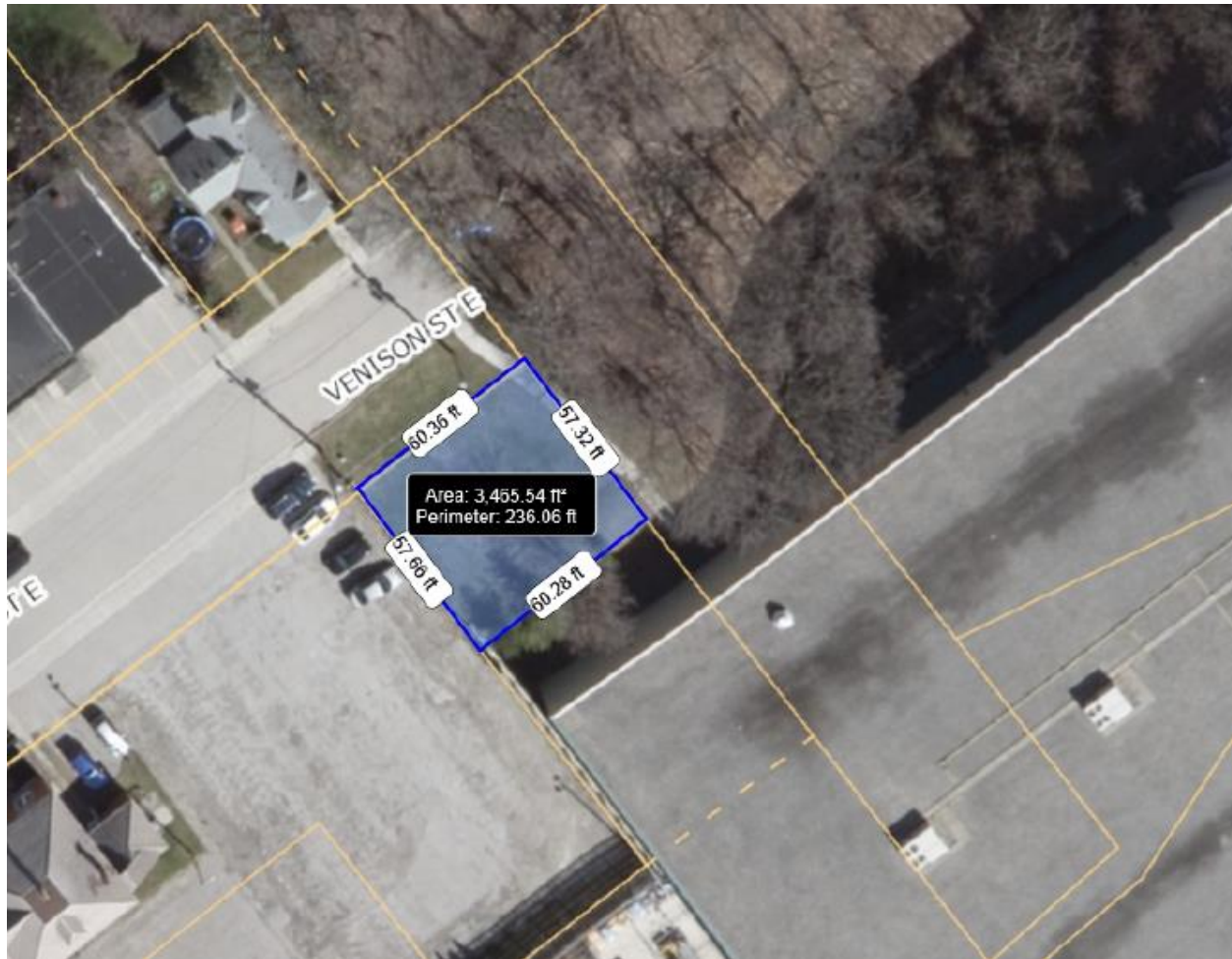
An offer to purchase has now been received by the Town and the Development Commissioner is seeking Council approval to move forward with the sale of these surplus lands.

## EDM 25-008 Offer to Purchase – Venison Street East

**DISCUSSION**

The Venison Street East parcel of land is approximately 18 metres (60 feet) wide and 17 metres (57 feet) deep, more or less.

**Figure 1 – Subject Property**



The offer to purchase received is summarized as follows:

<b>Company</b>	<b>Maurice J. Verhoeve Funeral Homes Burial and Cremation Services Inc</b>
<b>Purchase Price</b>	\$16,500
<b>Irrevocable Date</b>	January 30, 2025 (to be revised)
<b>Conditional Date</b>	10 days prior to closing
<b>Closing Date</b>	14 days after any legal plan deposited, or other such date as may be agreed upon or February 28, 2025



## EDM 25-008 Offer to Purchase – Venison Street East

<b>Purchaser Conditions (if any)</b>	None, but Easement Agreement is required to be provided by the Town at the Town's cost
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Based on there being no municipal need for these parcels, the Development Commissioner is recommending that the Town enter into an Agreement of Purchase and Sale with Maurice J. Verhoeve to enable them acquire these lands.

## CONSULTATION

The Town's solicitor, Duncan, Linton LLP, has been provided a copy of the offer to purchase for review and completion should Town Council approve the above recommendations. The offer to purchase is a template that has been prepared in consultation with Duncan, Linton LLP.

## FINANCIAL IMPACT/FUNDING SOURCE

The real estate Opinion of Value, dated October 1, 2021, obtained for this parcel estimated the value of the lands at \$16,500 since it was not deemed to be a suitable building lot and due to existing site existing conditions. The offer to purchase has been submitted at the estimated value.

In addition to the value of the land, the Purchasers would be responsible for the Town's legal and survey costs with net proceeds going into Town Hall Reserve.

## 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.

EDM 25-008 Offer to Purchase – Venison Street East

**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** – Not applicable.

**Priority Project** – Not applicable

**ATTACHMENTS**

Appendix A – Offer to Purchase – Maurice J. Verhoeve

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

BETWEEN:

**THE CORPORATION OF THE TOWN OF TILLSONBURG**  
(the "Vendor")

-and-

**MAURICE J. VERHOEVE FUNERAL HOMES BURIAL  
AND CREMATION SERVICES INC.**  
(the "Purchaser")

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

**AND WHEREAS** the Purchaser wishes to purchase from the Vendor and the Vendor wishes to sell to the Purchaser the Property on the terms and conditions set out in this Agreement;

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

**SECTION I - GENERAL**

1. The Purchaser agrees to purchase the Property and the Vendor agrees to sell the Property according to the terms of this Agreement.
2. The Purchaser shall pay to the Vendor a purchase price of **SIXTEEN THOUSAND FIVE HUNDRED (\$16,500.00) Dollars** (the "Purchase Price").
3. The Purchase Price shall be paid as follows:
  - (a) **Five Thousand Dollars (\$5000.00)** deposit is payable by the Purchaser by certified cheque upon Acceptance of this Agreement, to be held on an interest free basis by the solicitors for the Vendor as a deposit pending completion of this transaction on account of the Purchase Price on completion, or if this Agreement is not completed through no fault of the Purchaser, the deposit shall be returned to the Purchaser; and,
  - (b) the balance of the Purchase Price, subject to adjustments, shall be paid to the Vendor on the Completion Date, by certified cheque drawn on a solicitor's bank account or bank wire using the "Lynx High Value Payment System".

**SECTION II - PURCHASE OF PROPERTY**

4. Irrevocable Date
  - (a) The parties agree and acknowledge that negotiation of this APS is not a valid and binding agreement until accepted by the Council of The Corporation of the Town of Tillsonburg. The Chief Administrative Officer of the Town of Tillsonburg, or his or her designate, shall negotiate the terms of this APS in good faith. However, the negotiation of the terms of this APS by the Chief Administrative Officer of the Town of Tillsonburg, or his or her designate, in no way binds The Corporation of the Town of Tillsonburg until such time as this APS is authorized and approved by the Council of The Corporation of the Town of Tillsonburg.
  - (b) Acceptance shall mean the date upon which the Mayor and Clerk of the Town of Tillsonburg, or such other persons as the Vendor may authorize from time to time, sign and execute this APS subsequent to the requirement that the Council of The Corporation of the Town of Tillsonburg has passed a resolution or by-law authorizing and approving the sale of the Property to the Purchaser pursuant to the terms of this APS.
  - (c) This APS shall be irrevocable and open for acceptance by the Vendor until 6:00 p.m. on the **30<sup>th</sup> day of January, 2025 ("Acceptance")**, and when accepted shall constitute

Buyer's Initials

*MJV*

Seller's Initials \_\_\_\_\_

a binding contract of purchase and sale, otherwise the APS shall be null and void and all deposit monies paid shall be returned to the Purchaser without deduction.

5. Council Approval

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

6. Deed/Transfer

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

7. Completion Date

- (a) If a Plan (as hereinafter defined) is required to create a registrable description of the Property and/or any easements to be reserved in favour of the Vendor, The County of Oxford (the "**County**"), or a public utility company, then the closing of this transaction shall take place **on the first business day that is at least fourteen (14) days after the date that the Vendor provides written notice to the Purchaser that the Plan has been deposited with the Land Titles Office**, or such other date as mutually agreed upon (the "**Completion Date**" or "**Closing**"). If a Plan is not required to create a registrable description of the Property and/or any easements to be reserved in favour of the Vendor, the County, or a public utility company, then the Completion Date shall be **February 28, 2025**. On the Completion Date, the Vendor shall provide possession of the Property in "as is, where is" condition.

8. Documents, Reports and Information

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

**SECTION III - CONDITIONS, REPRESENTATIONS AND WARRANTIES**

9. "As Is" Condition

- (a) The Purchaser acknowledges that it is acquiring the Property in "as is" condition and that it must satisfy itself **by the first business day that is at least 10 days prior to the Completion Date** regarding the condition of the Property including, but not limited to, all existing physical conditions of this Property, environmental conditions, fitness for any purpose, suitability for construction, soil bearing capacity for any building proposed, and the availability of municipal services and utilities necessary for the Purchaser's proposed use of the Property. The Purchaser acknowledges that the Vendor shall not be responsible for any physical deficiencies of the Property or for any past, present or future environmental liabilities and hereby waives any claims against the Vendor in respect of any environmental liabilities on the Property. The Purchaser agrees to sign a release and indemnity in favour of the Vendor on or before Closing with respect to the matters set out in this paragraph. If the Purchaser is for any reason whatsoever dissatisfied with the Property, it shall deliver written notice to that effect to the Vendor by no later than the time specified herein, and this Agreement shall be terminated and the deposit shall be returned to the Purchaser without interest or deduction. If the Vendor is notified that the condition of the Property is not satisfactory, then the Purchaser shall, prior to receiving its deposit monies back and prior to being entitled to a full release from the Vendor with respect to this Agreement, restore the Property to its original condition as it existed prior to such testing or inspection by the Purchaser, at the Purchaser's sole expense. If the Purchaser fails to deliver written notice to the Vendor within the time specified herein regarding this condition, this condition shall be deemed to have been waived by the Purchaser.

10. Other Conditions

- (a) This APS and completion of this transaction is subject to the conditions set out in Schedule "B".

Buyer's Initials

mgv

Seller's Initials

J

## 11. Investigation by the Purchaser

- (a) The Purchaser acknowledges having inspected the Property prior to executing the APS and understands that upon Acceptance by the Vendor, and subject to any conditions herein, there shall be a binding agreement of purchase and sale between the Purchaser and the Vendor. It shall be the Purchaser's responsibility to provide, at its own expense, any soil bearing capacity tests or environmental inspection, as may be required or desired, and the Vendor shall grant the Purchaser access for such testing or inspection at all reasonable times, on reasonable notice, for the purpose of conducting reasonable inspections.
- (b) The Purchaser acknowledges and confirms that nothing in this APS shall be interpreted or construed as the Vendor, its Council, or any other official of the Vendor granting consent, permission, or licence for the Purchaser to make encroachments on lands that are not included with the Property. The Purchaser undertakes to comply with all building, zoning, and other municipal by-laws and regulations applicable to the Property, including with respect to minimum setbacks of all improvements now or hereafter situated on the Property from any adjoining lands not owned by the Purchaser.

## 12. Future Use

- (a) The Vendor and the Purchaser agree that there is no condition, express or implied, representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful except as may be specifically stipulated elsewhere in this Agreement.

## 13. Provision of Plans

- (a) The Purchaser agrees and covenants that prior to the issuance of a building permit, the Purchaser shall provide to the Town of Tillsonburg a plan showing the location of the building(s) and outside storage, the front elevation of the building(s), the exterior building materials, the landscaping treatment and the screening of outside storage. The provisions of this paragraph shall survive Closing.

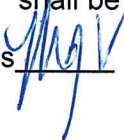
## 14. Reasonable Assistance

- (a) The Vendor agrees to provide reasonable assistance and co-operation to the Purchaser in obtaining the necessary approvals for the development of the Property subject to the Purchaser's compliance with all relevant building codes, by-laws, land use controls, any other statutory requirements and payment of the fees provided for in the Town of Tillsonburg's current fees by-law.

## 15. Property Not for Resale

- (a) The Purchaser represents and warrants to the Vendor that it is purchasing the Property for the purpose of consolidating the Property with the Purchaser's adjoining property and not for the purpose of resale of vacant land. The Purchaser shall take title to the Property in the same name(s) in which the Purchaser holds title to the lands adjoining the Property which are owned by the Purchaser, and the Purchaser shall not be entitled to direct title in any other manner.
- (b) If the parcel registers for the Property and the adjoining lands owned by the Purchaser are assigned the same Estate/Qualifier, then the Purchaser covenants to register such instrument(s) as may be required by the Land Titles Office to consolidate the Property with all adjoining lands owned by the Purchaser into one PIN, and to provide the Vendor with registration particulars of same as soon as possible following Closing. On or before Closing, the Purchaser's solicitor shall provide their personal undertaking to register such instrument(s) as may be required in the Land Titles Office to give effect to the matters contemplated in the preceding sentence and to provide the Vendor's solicitors with registration particulars thereof as soon as possible following Closing. This paragraph shall survive and not merge on Closing.
- (c) If required by the Vendor, at the Vendor's sole option, the Purchaser shall, on or before Closing, transfer to the Vendor a 1 x 1 foot parcel of land from the Purchaser's existing property at the Purchaser's expense, free and clear of any charges, liens or encumbrances excepting registered municipal agreements and restrictions or covenants, provided evidence of compliance with same has been provided to the Vendor. A registrable description of the parcel to be conveyed to the Vendor, if required, shall be drawn on the Plan, at the Purchaser's expense.

Buyer's Initials



Seller's Initials \_\_\_\_\_

#### SECTION IV - PRIOR TO COMPLETION DATE

16. Purchaser May Inspect the Property
- (a) The Purchaser, its agents and contractors shall be permitted to inspect the Property and any buildings as frequently as is reasonably necessary between the date of Acceptance and the Completion Date at reasonable times and upon reasonable notice to the Vendor.
17. Insurance
- (a) Pending Closing, the Vendor shall hold all insurance policies and the proceeds thereof in trust for the parties as their interest may appear and in the event of damage to the Property, unless such damage is caused by the Purchaser. The Purchaser may elect to either receive the proceeds of the insurance and complete the purchase or to cancel the APS and have all the deposit monies paid to the Vendor returned together with all interest earned thereon without deduction.

#### SECTION V - COMPLETING THE TRANSACTION

18. Examination of Title
- (a) Title to the Property shall be good and marketable and free from all encumbrances except for:
- (i) any registered restrictions or covenants that run with the Property, providing that such are complied with;
- (ii) any registered municipal agreements and registered agreements with public utility companies providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or public utility company;
- (iii) any minor easements for the supply of domestic utility or telecommunication services to the Property or adjacent properties; and,
- (iv) any service easements or rights-of-way to be reserved in favour of the Vendor, the County, or a public utility company and for any easements or rights-of-way registered on title and any minor encroachments shown on the survey or Reference Plan delivered to the Purchaser. Any required easement shall be in the form set out in Schedule "C".
- (b) If part or all of the Property constitutes a public highway, the Vendor shall be entitled to register a by-law stopping up and closing it as a public highway pursuant to section 34 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, against title to the Property, and the Purchaser agrees to accept title to the Property subject to such registered by-law.
- (c) The Purchaser is allowed **until the first business day that is at least 7 days prior to the Completion Date** to examine the title to the Property. If on or before this date the Purchaser furnishes the Vendor in writing with any valid objections: to the title; to any undisclosed outstanding work orders; to undisclosed non-compliance with the municipal by-laws or covenants and restrictions which run with the land and cannot be resolved before the Completion Date; as to any objection of which the Vendor shall be unable to remedy or correct by the Completion Date and which the Purchaser will not waive, then this APS shall, notwithstanding any intermediate acts or negotiations, be terminated and the deposit shall be returned to the Purchaser without interest or deduction and the Vendor and the Purchaser shall not be liable for any costs, damages, compensation or expenses.
19. Survey
- (a) The Purchaser acknowledges that a plan of subdivision or reference plan by an Ontario Land Surveyor may need to be deposited with the Land Titles Office (a "**Plan**") to create a registrable description of the Property and/or any easements to be reserved in favour of the Vendor, the County, or a public utility company.
20. Vendor to Discharge all Encumbrances

Buyer's Initials

Seller's Initials \_\_\_\_\_

- (a) The Vendor agrees to obtain and register at its own expense, on or before the Completion Date, a discharge of all liens, encumbrances, and mortgages now registered against the Property and not assumed by the Purchaser. The Vendor further covenants and agrees to discharge, on or before the Completion Date, any and all liens, chattel mortgages, assignments or any other security interest given by the Vendor against any chattels or fixtures being conveyed to the Purchaser pursuant to this APS.

21. Harmonized Sales Tax

- (a) If the sale of the Property is subject to the Harmonized Sales Tax (HST) under the *Excise Tax Act*, R.S.C., 1985, c. E-15 (the "**Act**") then such tax shall be in addition to the Purchase Price. The Vendor shall provide the Purchaser with its HST Business Number. The Purchaser shall pay to the Vendor any HST imposed under the Act payable in connection with the transfer of the Property to the Purchaser, or as it may direct, unless the Purchaser or its nominee, or its assignee, provides:
- (i) a certificate on or before the Completion Date containing a representation and warranty to the Vendor that:
- (1) it is registered for the purpose of the HST on the Completion Date and specifying the HST registration number;
  - (2) it will self-assess the HST on its GST/HST return or file the prescribed form pursuant to subsection 228(4) of the Act in connection with the purchase of the Property;
  - (3) the Property transferred pursuant to this APS is being purchased by the Purchaser, or its nominee or assignee, as principal for its own account and is not being purchased by the Purchaser as agent, trustee or otherwise on behalf of or for another person, and does not constitute a supply of residential complex made to an individual for the purpose of paragraph 221(2)(b) of the Act; and,
  - (4) an indemnity, indemnifying and saving harmless the Vendor from any HST payable on this transaction and penalty and interest relating to HST.

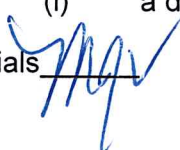
22. Adjustments

- (a) The Vendor agrees that all deposits, if any, held by the Vendor not including interest thereon shall be credited to the Purchaser in the Statement of Adjustments prepared for the Completion Date.
- (b) Any rents, mortgage, interest, taxes, local improvements, water and assessment rates shall be apportioned and allowed to the Completion Date, the day itself to be apportioned to the Purchaser.
- (c) The Purchaser shall pay the Vendor's actual costs associated with any matter arising from or in any way connected to this APS, including, without limiting the generality of the foregoing, the Vendor's legal, surveying, and appraisal costs associated with creating and reviewing this APS, creating a registrable description for the Property, registering any instruments against title to the Property as are contemplated in this APS, and completing the transaction contemplated in this APS (collectively, the "**Vendor's Costs**"). The Purchaser shall pay on Closing any and all of the Vendor's Costs listed by the Vendor on the statement of adjustments prepared by the Vendor for Closing, which are known to the Vendor at the time of preparing same. The Purchaser shall undertake to pay any and all of the Vendor's Costs which are not listed on the statement of adjustments prepared by the Vendor for Closing within thirty (30) days following written demand by the Vendor, provided such demand is made no later than the first (1<sup>st</sup>) anniversary following the Closing Date. This paragraph shall survive and not merge on Closing.

23. Deliveries by the Vendor to The Purchaser on Closing

- (a) The Vendor covenants and agrees to deliver to the Purchaser on the Completion Date, all such deliveries to be a condition of the Purchaser's obligation to close this transaction, the following:
- (i) a deed/transfer of the Property;

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- (ii) if applicable, a duplicate copy of the Plan deposited with the Land Titles Office;
- (iii) a Statutory Declaration by an authorized officer of the Vendor stating that accurateness and truthfulness of all of its representations and warranties herein;
- (iv) a Statutory Declaration by an authorized officer of the Vendor as to possession of the Property in a form acceptable to the solicitors for the Purchaser;
- (v) a Statutory Declaration by an authorized officer of the Vendor that it is not now, and upon completion will not be, a "non-resident person" within the meaning and for the purpose of Section 116 of the *Income Tax Act*, R.S.C., 1985, c. 1 (5th Supp.) as amended;
- (vi) certified copies of all appropriate certificates, by-laws and other documents of Vendor authorizing the transaction herein; and,
- (vii) such further documentation and assurances as the Purchaser may reasonably require to complete the transaction contemplated by the APS.

24. Deliveries by the Purchaser to the Vendor on Closing

- (a) The Purchaser covenants and agrees to deliver to the Vendor on the Completion Date, all such deliveries to be a condition of the Vendor's obligation to close this transaction, the following:
  - (i) if required by the Vendor, a transfer/deed of a 1 x 1 foot parcel of the Purchaser's adjoining property, together with a statutory declaration pertaining to those matters usually contained in a statutory declaration of possession for real estate transactions in the Province of Ontario;
  - (ii) the balance of the Purchase Price payable pursuant to this Agreement;
  - (iii) an undertaking by the Purchaser to readjust any errors in or omissions from the statement of adjustments;
  - (iv) if applicable, the certificate regarding HST contemplated in section 21 of this APS;
  - (v) an undertaking by the Purchaser to pay the Vendor's Costs pursuant to paragraph 22(c) of this APS;
  - (vi) the release and indemnity contemplated in section 9 of this APS;
  - (vii) if applicable, an undertaking by the Purchaser's solicitor concerning the matters contemplated in paragraph 15(b) of this APS;
  - (viii) a "bring-down" certificate confirming the continuing truth and completeness of the representations and warranties made by the Purchaser in this APS; and,
  - (ix) such other documents as may reasonably be required by the Vendor and are customarily utilized for purchase and sale transactions involving similar commercial property in the vicinity of the Property.

25. Deed/Transfer

- (a) The Deed or Transfer of the Property will be prepared by the Vendor at the expense of the Purchaser in a form acceptable to the solicitors for the Purchaser and the Purchaser will pay all Land Transfer Tax, Harmonized Sales Tax and other costs in connection with the registration of it.

26. Electronic Registration

- (a) The parties agree that the transaction shall be completed by electronic registration pursuant to Part III of the *Land Registration Reform Act*, R.S.O. 1990, c.L.4 as amended. The parties acknowledge and agree that the delivery and release of documents may, at the discretion of the lawyer: a) not occur contemporaneously with the registration of the transfer/deed and other registrable documentation, and b) be subject to conditions whereby the lawyer receiving documents and/or money will be required to hold them in trust and not release them except in accordance with the terms of a written agreement between the lawyers entered into in the form of the Document

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Registration Agreement adopted by the Joint LSUC-OBOA Committee on Elective Registration of Title Documents.

**SECTION VI - MISCELLANEOUS**

- 27. Entire Agreement
  - (a) There is no representation, warranty, collateral agreement or condition affecting this Agreement of the Property other than expressed herein.
- 28. Acceptance by Fax or Email
  - (a) The Purchaser and Vendor acknowledge and agree that the communication of this Agreement of Purchase and Sale may be transmitted by way of facsimile or electronic mail, and that they agree to accept such signatures and documents to be legal and binding upon them.
- 29. Counterparts
  - (a) This Agreement may be signed in any number of counterparts, each of which is considered to be an original, and all of which are considered to be the same documents.
- 30. Tender
  - (a) Any tender of documents or moneys hereunder may be made upon the solicitor acting for the party upon whom tender is desired, and it shall be sufficient that a negotiable, certified cheque or bank draft may be tendered instead of cash.
- 31. Time of Essence
  - (a) Time shall be of the essence of this Agreement.
- 32. Planning Act
  - (a) This Agreement shall be effective only if the provisions of Section 50 of the *Planning Act*, R.S.O. 1990, c.P.13, as amended are complied with.
- 33. Notices
  - (a) All notices in this Agreement shall be in writing and shall be deemed to have been given if delivered by hand or mailed by ordinary mail, postage prepaid, addressed to the solicitor for the person to whom such notice is intended to be given at the following addressed:

**Solicitors for the Vendor:**

Duncan, Linton LLP  
ATTENTION: Adrian L. Rosu  
45 Erb Street East  
Waterloo, ON N2J 1L7  
Fax: (519) 886-8651

with a copy delivered to:

The Corporation of the Town of Tillsonburg  
ATTENTION: Development Commissioner  
10 Lisgar Avenue  
Tillsonburg, ON N4G 5A5  
Fax: 519-842-9431

**Solicitors for the Purchaser:**

Mandryk & Morgan  
ATTENTION: James Morgan  
40 Brock Street  
Tillsonburg, ON N4G 2A2  
Fax: 519-842-4228  
jmorgan@execulink.com

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If mailed, such notices must also be given by facsimile transmission on the date it was so mailed. If so given, such notices shall be deemed to have been received on the first business day following the date it was delivered or marked mailed out.

34. Schedules

- (a) The following Schedules shall form an integral part of this Agreement:
  - (i) Schedule "A" Description of the Property;
  - (ii) Schedule "B" Conditions; and,
  - (iii) Schedule "C" Terms of Easement.

35. Successors and Assigns

- (a) The Purchaser shall not assign any of its obligations, rights, title, or interest in or to any part of this APS or the transactions contemplated thereby without the prior written consent of the Vendor, which consent shall be in the Vendor's sole and unfettered discretion.

36. Severability

- (a) If any provision of this Agreement, or the application thereof to any circumstances, shall be held to be invalid or unenforceable, then the remaining provisions of this Agreement, or the application thereof to other circumstances, shall not be affected, and shall be valid and enforceable.

**IN WITNESS WHEREOF** the Purchaser has executed this Agreement:

Dated at Tillsonburg, Ontario Ontario this 16 day of December, 2024.

\*\*

Per: Maurice J. Verhoeve

Name:

Title:

Owner

Name: Maurice J. Verhoeve Funeral Homes - Burial and Cremation Services Inc.

Title:

I/We have authority to bind the Corporation.

The Vendor hereby accepts this Agreement according to its terms.

Dated at Tillsonburg, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**IN WITNESS WHEREOF** the Vendor has executed this Agreement:

**The Corporation of the Town of Tillsonburg**

\_\_\_\_\_  
Deb Gilvesy  
Mayor

\_\_\_\_\_  
Tanya Daniels  
Clerk

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

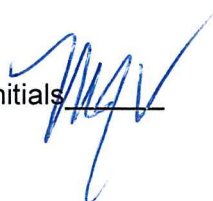
Buyer's Initials MGV

Seller's Initials \_\_\_\_\_

**SCHEDULE "A" - LEGAL DESCRIPTION OF THE PROPERTY**

Town of Tillsonburg in the County of Oxford, being Part of Lot 994 994 Plan 500 being Part 2 on 41R-7347. The estimated area of the Property is 3368.605 square feet, more or less.

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Seller's Initials \_\_\_\_\_

**SCHEDULE "B" – PURCHASER CONDITIONS**

1. The transaction of purchase and sale contemplated herein shall be subject to the fulfillment of the following terms and conditions on or before \_\_\_\_\_, which terms and conditions are for the exclusive benefit of the Purchaser and may be waived in whole or in part by the Purchaser. If the conditions are not fulfilled or waived then the deposit shall be returned and Agreement arising from the offer shall be at an end and all parties released from their obligations:

NIL

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**SCHEDULE "C" – TERMS OF EASEMENT**

In the easterly part of the Property is a sidewalk that encroaches onto the Property. The purpose of the sidewalk is provide a pedestrian fire access route from the building to the southeast of the Property to Venison Street. If required the parties agree to enter into an encroachment agreement on closing to permit the continued location and use of the sidewalk as a fire route. The Vendor to provide the draft of the easement agreement, if required, at the Vendor's sole cost.

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**Subject: T:GO Inter-Community Transit – Status Report**

**Report Number:** OPD 25-005

Department: Operations and Development Department

Submitted by: Landon Chan, GIS Technician/Transit Coordinator

Meeting Type: Council Meeting

Meeting Date: Monday, February 24, 2025

**RECOMMENDATION**

- A. THAT report OPD 25-005 titled “T:GO Inter-Community Transit – Status Report” be received as information; and
- B. THAT Council direct staff to develop a communication strategy to advise residents of the pending cessation of the program effective April 1, 2025; and
- C. THAT Council authorize the CAO and Director of Operations and Development to renew the In-Town service agreement with Voyago effective April 1, 2025 to March 31, 2026.

**BACKGROUND**

The purpose of this report is to advise Council and the broader community of the pending cessation of the T:GO Inter-Community Transit program effective April 1, 2025.

Further, staff are seeking Council approval to renew the In-Town service agreement with Voyago effective April 1, 2025 to March 31, 2026.

**DISCUSSION**

In 2020, the Town was awarded the Community Transit Grant to fund operational costs for Inter-Community Transit. The primary cost is the subcontract expense with Voyago, of which costs for the last 5 years have been as follows:

<b>5 Year Actuals</b>	<b>2024</b>	<b>2023</b>	<b>2022</b>	<b>2021</b>	<b>2020 (5-month pilot)</b>
<b>Expenses</b>	\$400,635	\$400,056	\$366,644	\$364,679	\$165,897

The Community Transit Grant was supposed to end in 2023 but was extended to 2025 due to COVID. Effective April 1, 2025, there will be a funding gap that needs to be addressed. In view of this, Town staff presented Oxford County with a revised service model to maintain services after the Community Transit Grant program concluded.

OPD 25-005

From August 2020 – December 2024, Route 1 (see attachment) has consistently seen the highest ridership. While this can be attributed to days of operation and the number of stops, Route 1 has always been our most successful run.

<b>Day</b>	<b>Route 1</b>	<b>Route 2</b>	<b>Route 3</b>	<b>Route 4</b>
Mon	5 runs per day	-	-	2
Tue	5	3	3	-
Wed	5	-	-	2
Thu	5	-	-	-
Fri	5	3	3	-
<b>Ridership TO DATE</b>	<b>7526 riders</b>	<b>570</b>	<b>821</b>	<b>1467</b>

In an effort to extend the service, Tillsonburg staff proposed a revised service model consisting of 2 routes for the period of April 1, 2025 – December 31, 2025. The Northern Oxford Route was suggested in consultation with the Director of Public Works for Oxford County. The Southern Oxford Route was in consultation with the Vice President of Voyago and is based on Route 1.

The Northern Oxford Route was part of a 2020 County proposal that was unable to gain the buy-in of all lower-tier municipalities. Town staff thought that the addition of the Southern Oxford Route that has been tried and tested over the past 4 years could potentially gain the buy-in from our neighbouring lower-tiers. We proposed a County-wide levy to each lower-tier municipality, but with the potential legal challenge between Woodstock and Ingersoll versus Oxford County over transit, County was not comfortable moving forward at this time.

The estimated cost to run the refined program from April 1, 2025 – December 31, 2025 was approximately \$270,648.

- 3 buses @ 4 hours = 12 hours x 252 service days = 3024 total service hours

<b>Municipality</b>	<b>Proportionate % Share (\$275,000.00)</b>	<b>Proportionate \$ Share (\$275,000.00)</b>
Woodstock	34.0%	\$93,500.00
Tillsonburg	13.5%	\$37,125.00
Ingersoll	10.6%	\$29,150.00
Zorra	10.3%	\$28,325.00
Norwich	9.6%	\$26,400.00
East Zorra-Tavistock	7.7%	\$21,175.00
Blandford-Blenheim	7.7%	\$21,175.00
South-West Oxford	6.6%	\$18,150.00

OPD 25-005

Without a County-wide levy to each lower-tier municipality, T:GO Inter-Community Transit will have zero funding to pay for the service. The Ontario Transit Investment Fund is active, but unlike the Community Transit Grant program, individual municipalities cannot apply. Without the buy-in of our County neighbours, a successful program application is unviable. While there is uncertainty about the future of T:GO Inter-Community Transit, In-Town Transit will continue as long as we renew the service agreement with Voyago effective April 1, 2025 – March 31 2026 with their newly adjusted rates.

### **CONSULTATION**

Internal: Chief Administrative Officer, Director of Operations/Development, Economic Development Project Coordinator, Public Works Coordinator.

External: Vice President of Voyago, Chief Administrative Officer (Oxford County), Director of Public Works (Oxford County), Manager of Transportation/Waste Management (Oxford County), Chief Administrative Officer (East Zorra-Tavistock), Public Transportation/Business Development Coordinator (Norfolk County).

### **FINANCIAL IMPACT/FUNDING SOURCE**

<b>5 Year Actuals</b>	<b>2024</b>	<b>2023</b>	<b>2022</b>	<b>2021</b>	<b>2020 (5-month pilot)</b>
<b>CTG Funding</b>	\$447,411	\$404,420	\$390,063	\$416,883	\$277,144

With the pending cessation of the inter-community transit service March 31, 2025, and with a new funding parcel unknown, staff had reduced both the Revenue and Expenditures in the 2025 Operating Budget accordingly. Funding for the January – March 2025 portion of the service was the only amount included in the approved 2025 Operating Budget. The overall reduction to the Inter-Community Levy due to the reductions for the remainder of April 1 – December 31, 2025 amounts to a \$98,291 reduction, as shown in Appendix E.

Should opportunities arise for new funding, the approved 2025 Operating Budget will need to be amended accordingly. This would be brought back to Council for further direction. Should Council wish to revisit the Inter-Community Service and identify alternate funding sources, it would be in the magnitude of \$400,000+ but subject to validation through a new tender process.



OPD 25-005

## Future Consideration

In the interim, Town staff have applied to the Rural Transit Solutions Fund – Planning & Design fund. This \$50,000 fund can be used for a study to develop right fit transit solutions (examples: options analysis, feasibility studies, or detailed costing estimates relating to the design of a transit solution. We are currently waiting to hear if we have been awarded the grant. We would most likely have to match the \$50,000 to afford a worthwhile study of the Northern Oxford Route and Southern Oxford Route. Any outcome will be brought back to Council for direction.

The following chart is the refined program cost overview. These estimates were provided from Voyago (excluding HST) based on modules that clocked the Northern Oxford Route and Southern Oxford Route at 2 hours per run.

	March 31, 2024 – March 31, 2025	April 1, 2025 (refined program)	Diff, \$	Diff, %
<b>Contracted Services</b>	\$411,000	\$270,648	\$140,352	-34.15%
<b>Total Service Hours</b>	4599	3024	1839	-34.25%
<b>CT Grant Contribution</b>	\$465,147 (forecasted value)	N/A		
<b>Contracted Rate</b>	\$89.50/Hr	\$89.50/Hr (subject to change)	-	
<b>Hours Available</b>	4599	3024	1839	-34.25%

## 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** – Connectivity and Transportation

OPD 25-005

**Strategic Direction** – Provide alternatives to automobile travel through active transportation and public transit.

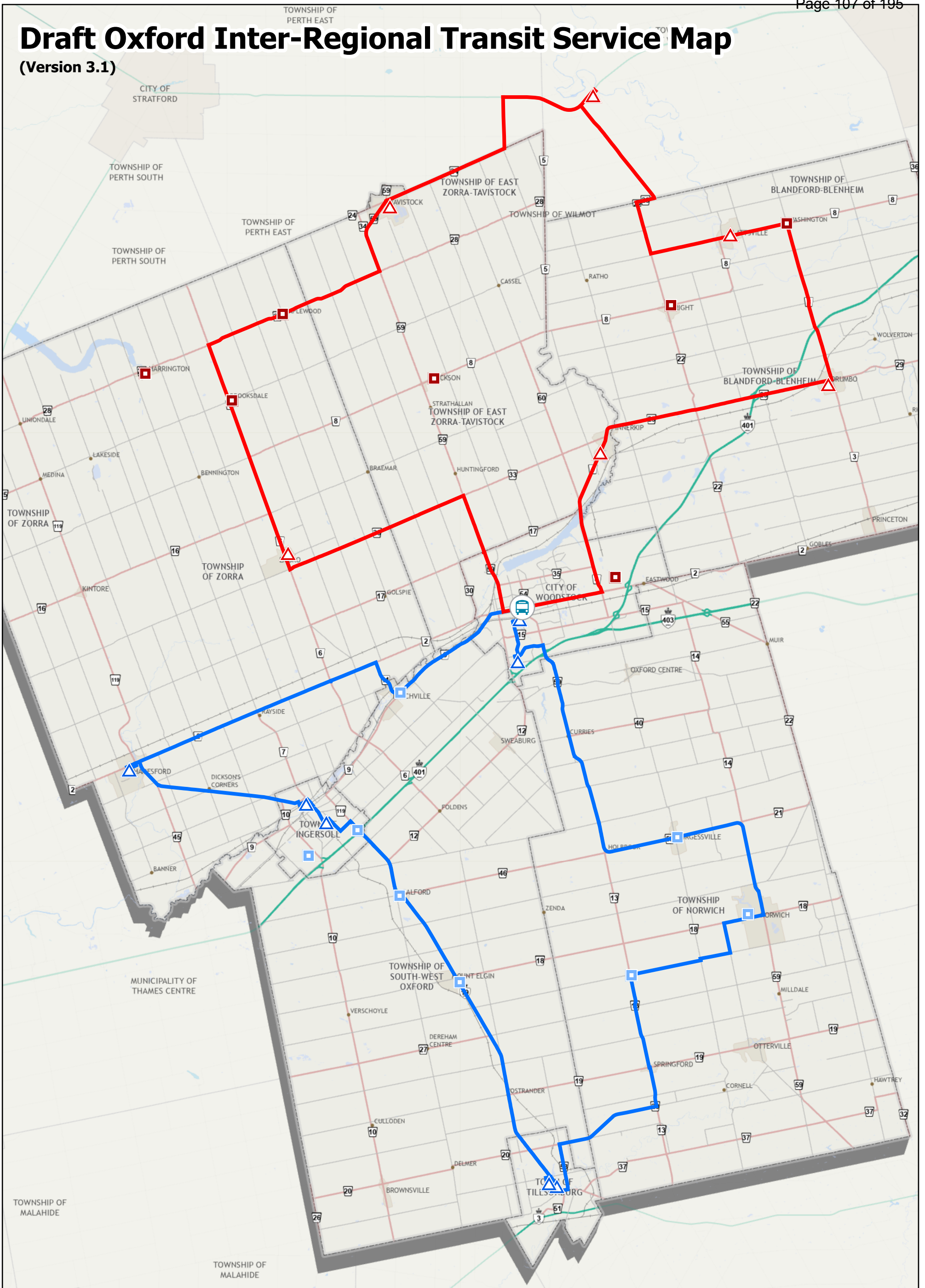
**Priority Project** – Town participation in regional transit initiative.

**ATTACHMENTS**

- A. North\_South\_V3.1 (pdf)
- B. Northern Oxford Route\_V3.1 (pdf)
- C. Southern Oxford Route\_V3.1 (pdf)
- D. Route 1 Map - For Information (pdf)
- E. Transit Services, 2024 vs 2025 Budget

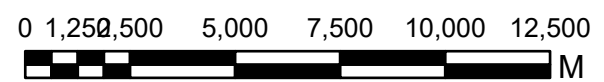
# Draft Oxford Inter-Regional Transit Service Map

(Version 3.1)



**TOWN OF TILLSONBURG**  
**ENGINEERING DEPARTMENT**

55 BROCK ST, TILLSONBURG, ON, N4G 1Z7



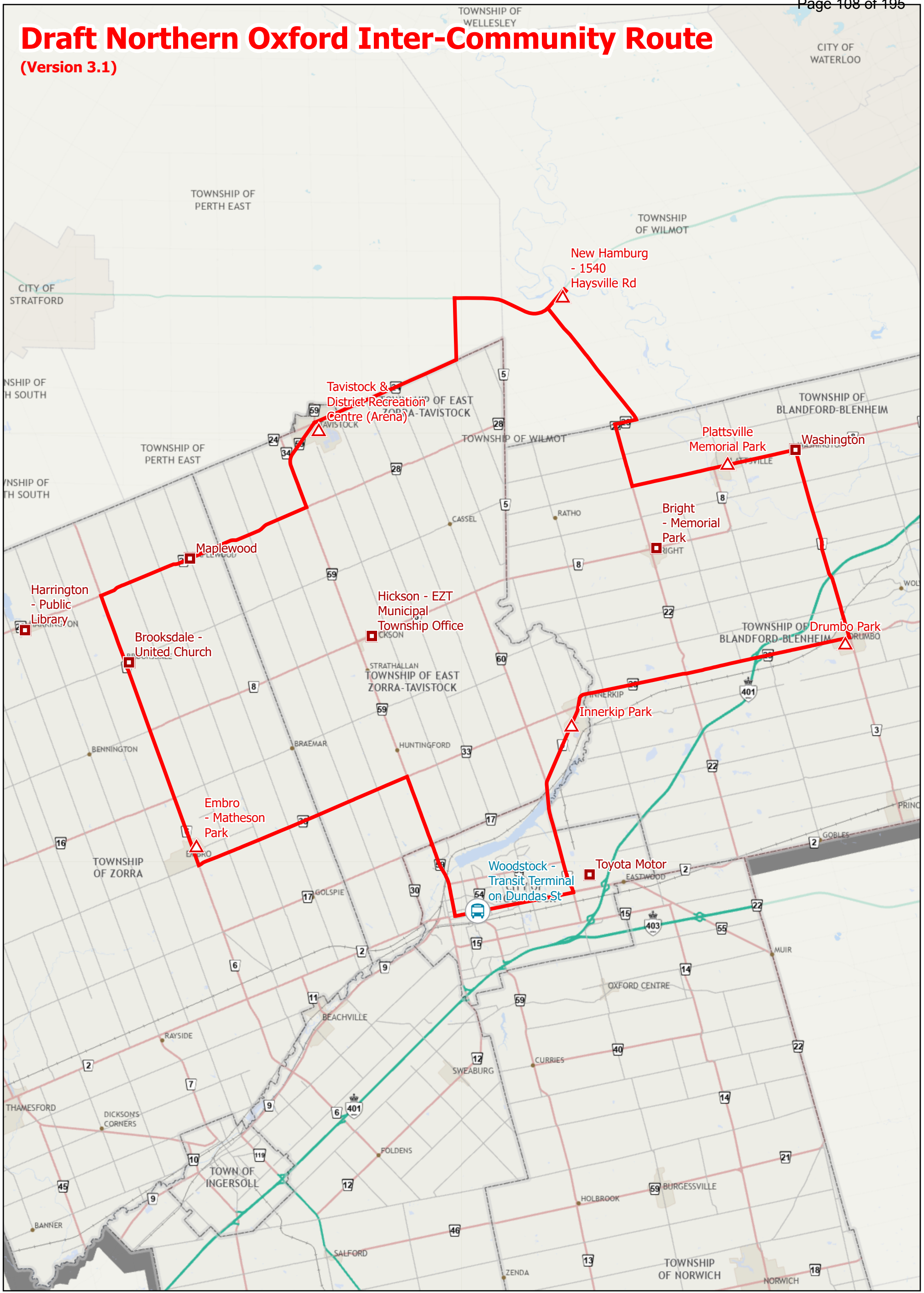
- Transit Hub
- North Fixed Stop
- North Flex Stop
- North Route
- South Fixed Stop
- South Flex Stop
- South Route

**2 hr roundtrip**  
**108 km distance**  
**7 Fixed/7 Flex Stops**

**2 hr roundtrip**  
**114 km distance**  
**8 Fixed/8 Flex Stops**

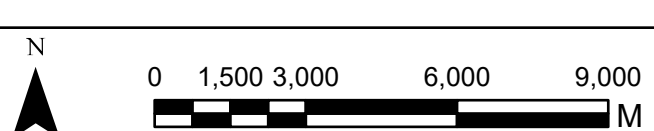
# Draft Northern Oxford Inter-Community Route

(Version 3.1)



**TOWN OF TILLSONBURG**  
**ENGINEERING DEPARTMENT**

55 BROCK ST, TILLSONBURG, ON, N4G 1Z7

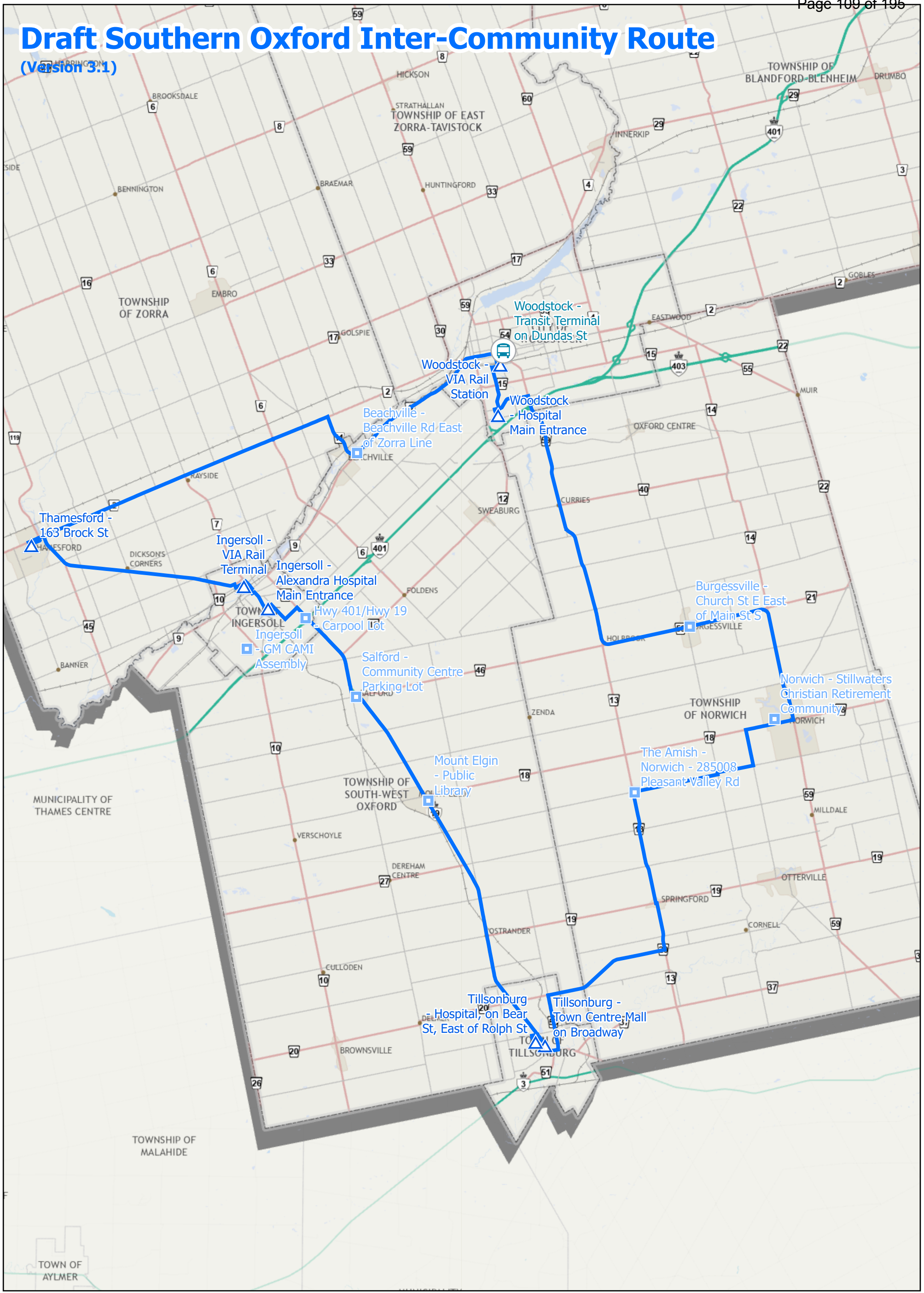


- Transit Hub
- North Fixed Stop
- North Flex Stop
- North Route

**2 hr roundtrip**  
**108 km distance**  
**7 Fixed Stops**  
**7 Flex Stops**

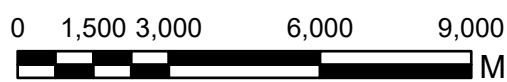
# Draft Southern Oxford Inter-Community Route

(Version 3.1)



**TOWN OF TILLSONBURG**  
ENGINEERING DEPARTMENT

55 BROCK ST, TILLSONBURG, ON, N4G 1Z7



- Transit Hub
- South Fixed Stop
- South Flex Stop
- South Route

**2 hr roundtrip**  
**114 km distance**  
**8 Fixed Stops**  
**8 Flex Stops**

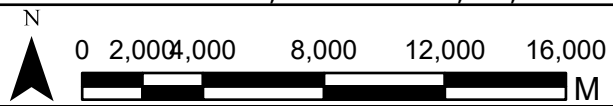


Province of Ontario, Esri Canada, Esri, TomTom, Garmin, SafeGraph, METI/NASA, USGS, EPA, NPS, USDA, USFWS, NRCan, Parks Canada



**TOWN OF TILLSONBURG  
ENGINEERING DEPARTMENT**

55 BROCK ST, TILLSONBURG, ON, N4G 1Z7



- T:GO - Route 1
- T:GO - Route 1 Stops

<b>Transit Services, 2024 vs 2025 Budget</b>					
		Budget	Budget	Variance	Variance
		2024	2025	\$	%
<b>480 Transit Services</b>					
<b>7010 In-Town</b>					
<b>Revenues</b>					
	3205 Grants&S-Prov	133,600	133,600	0	0.0%
	3300 Misc Rev	3,000	3,000	0	0.0%
	3310 Fares	24,000	27,000	3,000	12.5%
	5710 OpAd OH (County GIS Reimb)	44,100	44,350	250	0.6%
	<b>Total Revenues</b>	<b>204,700</b>	<b>207,950</b>	<b>3,250</b>	<b>1.6%</b>
<b>Expenses</b>					
	5001 F/T Reg	34,218	90,090	55,872	163.3%
	5300 Supplies	2,500	10,596	8,096	323.8%
	5410 Advert&Promo	1,000	1,062	62	6.2%
	5415 Trng&Wkshps	1,069	1,107	38	3.6%
	5430 Membership Exp	641	664	23	3.6%
	5505 Subcon Exp	241,800	250,700	8,900	3.7%
	<b>Total Expenses</b>	<b>281,228</b>	<b>354,219</b>	<b>72,991</b>	<b>26.0%</b>
	<b>Total 7010 In-Town, Levy</b>	<b>76,528</b>	<b>146,269</b>	<b>69,741</b>	<b>91%</b>
<b>7752 Inter-community</b>					
<b>Revenues</b>					
	3205 Grants&S-Prov	490,802	235,602	-255,200	-52.0%
	3300 Misc Rev	3,000	3,000	0	0.0%
	3310 Fares	19,400	5,820	-13,580	-70.0%
	<b>Total Revenues</b>	<b>513,202</b>	<b>244,422</b>	<b>-268,780</b>	<b>-52.4%</b>
<b>Expenses</b>					
	5001 F/T Reg	80,015	19,110	-60,905	-76.1%
	5300 Supplies	1,500	1,538	38	2.5%
	5335 Phone, F&M	962	997	35	3.6%
	5406 Mileage Expense	200	212	12	6.0%
	5410 Advert&Promo	2,000	2,080	80	4.0%
	5425 Sp Proj Exp	15,000	15,000	0	0.0%
	5505 Subcon Exp	426,200	119,869	-306,331	-71.9%
	<b>Total Expenses</b>	<b>525,877</b>	<b>158,806</b>	<b>-367,071</b>	<b>-69.8%</b>
	<b>Total 7752 Inter-Community, Levy</b>	<b>12,675</b>	<b>-85,616</b>	<b>-98,291</b>	<b>-775%</b>
	<b>Total Transit Services, Levy</b>	<b>89,203</b>	<b>60,653</b>	<b>-28,550</b>	<b>-32%</b>

**Subject: Memorial Bench Program Update****Report Number:** RCP 25-011

Department: Recreation, Culture and Parks Department

Submitted by: Adam Kannawin, Manager of Parks and Facilities

Meeting Type: Council Meeting

Meeting Date: Monday, February 24, 2025

**RECOMMENDATION**

THAT report RCP 25-011 titled “Memorial Bench Program Update” be received as information.

**BACKGROUND**

At the January 27, 2025 Council meeting, resulting from a presentation from Mr. Woods regarding cost increase for memorial benches, the following resolution was passed:

**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*****DISCUSSION**

One of the services provided by the Parks Department and administered by the Cemetery Registrar is the Memorial Bench Program, which allows for purchase and installation of a memorial bench within the town, typically at a park, parkette, trail or cemetery.

A number of benches are purchased annually and kept as inventory at the cemetery. The program is offered to the public on a ‘first come, first served’ basis. Memorial bench prices have increased annually since 2022.

Below is a summary of memorial bench sales since 2022:



## RCP 25-011 Memorial Bench Program Update

Year	Benches Sold	Fee (tax included)	Details
2022	3	\$2,260	2022 Rates & Fees By-law
2023	1	\$2,260	Bench sold at 2022 rate to Military History Club. This was approved by the Parks and Cemetery Supervisor as the Military History Club raised money for the bench at the 2022 rate.
	1	\$3,164	Sourcing issues lead to changing the standard bench. Resulting cost savings reflected in the decreased purchase price. This was approved by the Manager of Parks and Facilities, however not approved by Council as an update to the rates and fees bylaw.
	6	\$3,616	In 2023 the fee was right-sized to encompass full cost of labour and materials and 10% perpetual fee. This 2023 fee was approved on December 12, 2022 through by-law 2022-087.
2024	4	\$3,819	2024 Rates & Fees By-law
2025	1	\$3,938	2025 Rates & Fees By-law

A total of sixteen memorial benches have been sold since 2022. Current pricing includes the bench, a custom plaque, labour and materials of installation, as well as a perpetual care and maintenance fee.

A waitlist was initiated in 2022 as a result of the difficulties sourcing benches. Down payment is not required, the price is reflected at the time of sale when the benches have arrived. Customers are advised that the fee is for the year that the bench is purchased as per the rates and fees by-law and there is a disclaimer on the price sheet that notes: All the above prices will be honored for the year (current year noted) and have been approved by the Town of Tillsonburg Council.

Due to the supply issue, 13 people were placed on the waitlist in 2022. Once benches were available in 2023 through another supplier, those on the waitlist were contacted regarding availability. Those contacted provided the following feedback: one is undecided, five are not interested at this time, two are no longer interested due to price, and two were unreachable. 2 people from the waitlist purchased benches, one purchased in 2023 and paid the 2023 fee and the other purchased in 2024 and paid the 2024 fee. No one on the waitlist that chose to purchase a bench paid the 2022 fee.

Paul Woods is the only person from the waitlist who has not purchased a bench as he is disputing the price that he was provided with and has asked that an exception be made. Upon investigation of this issue, Paul was not contacted from the waitlist by the

## RCP 25-011 Memorial Bench Program Update

Cemetery Registrar as he was working directly with the Parks and Cemetery Supervisor. Although unable to confirm the price Paul was provided by the Supervisor, it is confirmed that he was provided with the 2024 price of \$3819 in December when he stopped by the cemetery to ask about a bench.

Currently, the Town has no stock of memorial benches. An order will be placed in February with expected delivery 6 – 8 weeks from time of order.

Based on the information gathered in this review, the memorial bench program will undergo a full review in 2025 to address any gaps and ensure a fair and equitable process. The review will include the feasibility of taking payment for benches at the time of order given that there are not currently supply chain issues.

### **CONSULTATION**

This report was prepared in consultation with the Parks and Cemetery Staff.

### **FINANCIAL IMPACT/FUNDING SOURCE**

There is no financial impact resulting from this report.

### **CORPORATE GOALS**

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

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

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

Not Applicable.

### **ATTACHMENTS**

None.

**Subject: CBC Notice of Intent****Report Number:** RCP 25-012

Department: Recreation, Culture and Parks Department

Submitted by: Andrea Greenway, Director of Recreation, Culture and Parks

Meeting Type: Council Meeting

Meeting Date: Monday, February 24, 2025

**RECOMMENDATION**

- A. THAT report RCP 25-012 titled "CBC Notice of Intent" be received as information; and
- B. THAT Council approve the second extension agreement between the Town of Tillsonburg and the Canadian Broadcasting Corporation; and
- C. THAT a by-law to authorize the Mayor and Clerk to execute the extension agreement with the Canadian Broadcasting Corporation be presented to Council for consideration.

**BACKGROUND**

In 2015 the Town of Tillsonburg entered into agreement with the Canadian Broadcasting Corporation (CBC) to erect a repeater antenna on the Tillsonburg Community Centre roof, for a term of five (5) years with the option for two (2) additional five (5) year terms. This agreement was followed with by-law #3896.

The agreement was renewed in April 2020 and is set to expire on April 2, 2025. The fee for the lease of roof space is set in this agreement to be \$1,300.00 per year.

**DISCUSSION**

The Canadian Broadcasting Corporation has reached out to indicate intent in renewing for a third five (5) year term, commencing on April 3, 2025 and ending on April 2, 2030. The proposed extension included an increase in the lease amount from \$1,100.00 to \$1,300.00 per year as well as the addition of standard Confidentiality and Access to Information clauses per CBC standards.

**CONSULTATION**

This report was prepared in consultation with Canadian Broadcasting Corporation.

RCP 25-012

**FINANCIAL IMPACT/FUNDING SOURCE**

The lease amount of \$1,300 will be paid to the Town annually for the duration of the agreement.

**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**

Appendix A – CBC Antenna Agreement

Appendix B – By-law #3896

**ENCROACHMENT AGREEMENT EXTENSION AND AMENDING AGREEMENT**

**THIS AGREEMENT made this ... day of ....., 2025**

**B E T W E E N:**

**THE CORPORATION OF THE TOWN OF TILLSONBURG  
Hereinafter called the “Town”**

**OF THE FIRST PART;**

**- and -**

**THE CANADIAN BROADCASTING CORPORATION  
Hereinafter called the “Encroaching Party”**

**OF THE SECOND PART;**

**WHEREAS** the Encroaching Party proposes to exercise the second of two five (5) year renewal options established under the Original Agreement dated March 4, 2015;

**NOW THEREFORE** this Agreement witnesseth that in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree and covenant as follows:

1. The parties hereto confirm the accuracy and truth of the foregoing recitals.
2. The parties hereto agree that the Original Agreement is hereby extended for the Extension Term, commencing on April 1, 2025 and expiring on March 31, 2030
3. The annual licensing fee for the duration of the Extension Term shall be one thousand, three hundred dollars (\$1,300) per year.

Confidentiality:

4. Subject to the provisions of the Access to information Act, both parties shall ensure that non-public information owned by the other party and disclosed to a party, in any manner, in the course of the negotiation of this Agreement and/or contained within such Agreement shall remain confidential and not be disclosed to any third party excepting its solicitors, advisors or agents or others for the purposes of interpreting or carrying out obligations under this Agreement or assessing the value of this Agreement, unless required by law. In the case of a voluntary disclosure the party which discloses the information to a third party shall remain responsible for any breach to this confidentiality provision or privacy provision by such third party. This provision shall remain five (5) years from the expiration of this Agreement

Access to Information:

5. The Licensor is subject to the Access to Information Act (Canada, R.S. 1985, c. A-1). As a consequence, records under the control of the Licensor may be subject to a request for access and be disclosed if no exclusion or exemption provided in the Act applies. This paragraph will not be interpreted as a waiver of the confidentiality obligations of this Agreement

IN WITNESS WHEREOF the parties have executed this Agreement.

**THE CANADIAN BROADCASTING CORPORATION**

per: \_\_\_\_\_  
Corporate Director, Real Estate Transactions

per: \_\_\_\_\_  
Finance and Administration

**THE CORPORATION OF THE TOWN  
OF TILLSONBURG**

per: \_\_\_\_\_  
Deb Gilvesy, Mayor

per: \_\_\_\_\_  
Amelia Jaggard, Clerk

I/We have the authority to bind the  
Corporation.

**THE CORPORATION OF THE TOWN OF TILLSONBURG**

**BY-LAW NUMBER 3869**

**A BY-LAW to authorize an Encroachment Agreement between the Corporation of the Town of Tillsonburg and the Canadian Broadcast Corporation**

**WHEREAS** the Corporation of the Town of Tillsonburg deems it necessary and expedient to enter into an agreement with the Canadian Broadcast Corporation

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

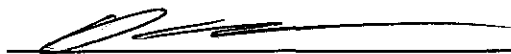
1. THAT Schedule "A" attached hereto forms part of this By-Law;
2. THAT the Mayor and Clerk be hereby authorized to execute the attached agreement marked as Schedule "A" on behalf of the Corporation of the Town of Tillsonburg. This By-Law shall come into force and take effect immediately after the final passing hereof.

**READ A FIRST AND SECOND TIME THIS 12<sup>TH</sup> DAY OF JANUARY, 2015**

**READ A THIRD AND FINAL TIME AND PASSED THIS 9<sup>TH</sup> DAY OF JANUARY, 2015**



Mayor – Stephen Molnar



Clerk – Donna Wilson

**Schedule "A"**

**THIS AGREEMENT made this ... day of ....., 2015**

**B E T W E E N:**

**THE CORPORATION OF THE TOWN OF TILLSONBURG  
Hereinafter called the "Town"**

**OF THE FIRST PART;**

**- and -**

**THE CANADIAN BROADCASTING CORPORATION  
Hereinafter called the "Encroaching Party"**

**OF THE SECOND PART;**

**WHEREAS** the Encroaching Party proposes to erect a repeater antenna on the Tillsonburg Community Centre, as indicated on the drawings that have been attached as **Schedule "A"** (the "Encroachment");

**NOW THEREFORE** this Agreement witnesseth that in consideration of the premises and the sum of **TWO (\$2.00) DOLLARS** of lawful money of Canada now paid by the Encroaching Party to the Town, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree and covenant as follows:

1. The parties hereto confirm the accuracy and truth of the foregoing recitals.
2. The Town agrees to permit the Encroachment, subject to the terms and conditions of this Agreement.
3. The term of this Agreement shall be from **January 15, 2015** to **January 15, 2020** (the "Term"), unless otherwise terminated in accordance with this Agreement. At the expiration of the Term, the Encroachment shall be immediately removed by the Encroaching Party, at the Encroaching Party's sole cost, and the Town's property on which the Encroachment was located shall be put in the same condition as it existed prior to the Encroachment by the Encroaching Party or as directed by the Town, acting reasonably.
4. The Town will consider renewing this Agreement for up to two (2) additional five-year Terms.
5. The Encroaching Party agrees to pay to the Town, upon its execution of this Agreement and on each yearly anniversary of the execution for the duration of the Term, a licence fee for the Encroachment in the amount of one thousand dollars (\$1,000.00), for a total amount during the Term of five thousand dollars (\$5,000.00). The Town reserves the right to adjust this license fee for the second and subsequent Terms, if entered into.



6. The Encroaching Party agrees that if the Encroachment is removed or otherwise altered by the Encroaching Party, or by a third party, at any time, without the express written consent of the Town, the Encroaching Party's rights under this Agreement shall be immediately terminated. Once the Encroaching Party's rights have been terminated, the Encroachment shall be immediately removed by the Encroaching Party, at the Encroaching Party's sole cost, and the Town's property on which the Encroachment was located shall be put in the same condition as it existed prior to the Encroachment by the Encroaching Party or as directed by the Town, acting reasonably.
7. The Encroaching Party shall not acquire title by possession or prescription to the Town's property on which the Encroachment is located and the Encroaching Party expressly acknowledges that the Town's property on which the Encroachment is located is owned by the Town.
8. The Encroaching Party agrees to ensure that the Encroachment complies with all relevant Town By-Laws, subject to the terms and conditions of this Agreement.
9. The Encroaching Party agrees to pay to the Town all legal and other costs associated with the preparation of this Agreement.
10. The Encroaching Party agrees to indemnify and hold harmless the Town, its Councillors, employees and agents, at all times hereafter, from any and all claims for loss, costs, charges, expenses or damages arising from the acts or omissions of the Encroaching Party, its employees, agents or anyone for whom the Encroaching Party is at law responsible, in respect of the maintenance, alteration or use of the Encroachment. The Encroaching Party shall provide the Town with proof of insurance in the amount of \$2,000,000.00, in a form satisfactory to the Town, and name the Town as an additional insured, to support this indemnity.
11. No alterations or improvements shall be made to the Encroachment, at any time, without the express written consent of the Town, and any alterations or improvements to which the Town has consented shall be performed and completed at the Encroaching Party's sole expense.
12. The Encroaching Party agrees that this Agreement may be terminated on ninety (90) days written notice by the Town to the Encroaching Party and, in such case, the Encroachment shall be completely removed by the end of the notice period by the Encroaching Party, at the Encroaching Party's sole cost. Following which, the Town's property on which the Encroachment was located shall be put in the same condition as it existed prior to the Encroachment by the Encroaching Party or as directed by the Town, acting reasonably.
13. This Agreement is not transferable or assignable by the Encroaching Party without the express written consent of the Town. Any attempt to transfer or assign any of the rights, duties or obligations of this Agreement by the Encroaching Party, without the Town's express written consent, is void.
14. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

15. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties. There are no warranties, representations or other agreements in connection with the subject matter of this Agreement except as specifically set forth herein.

IN WITNESS WHEREOF the parties have executed this Agreement.

SIGNED, SEALED and DELIVERED

in the presence of


Witness

Witness

**THE CANADIAN BROADCASTING CORPORATION**

**THE CORPORATION OF THE TOWN OF TILLSONBURG**

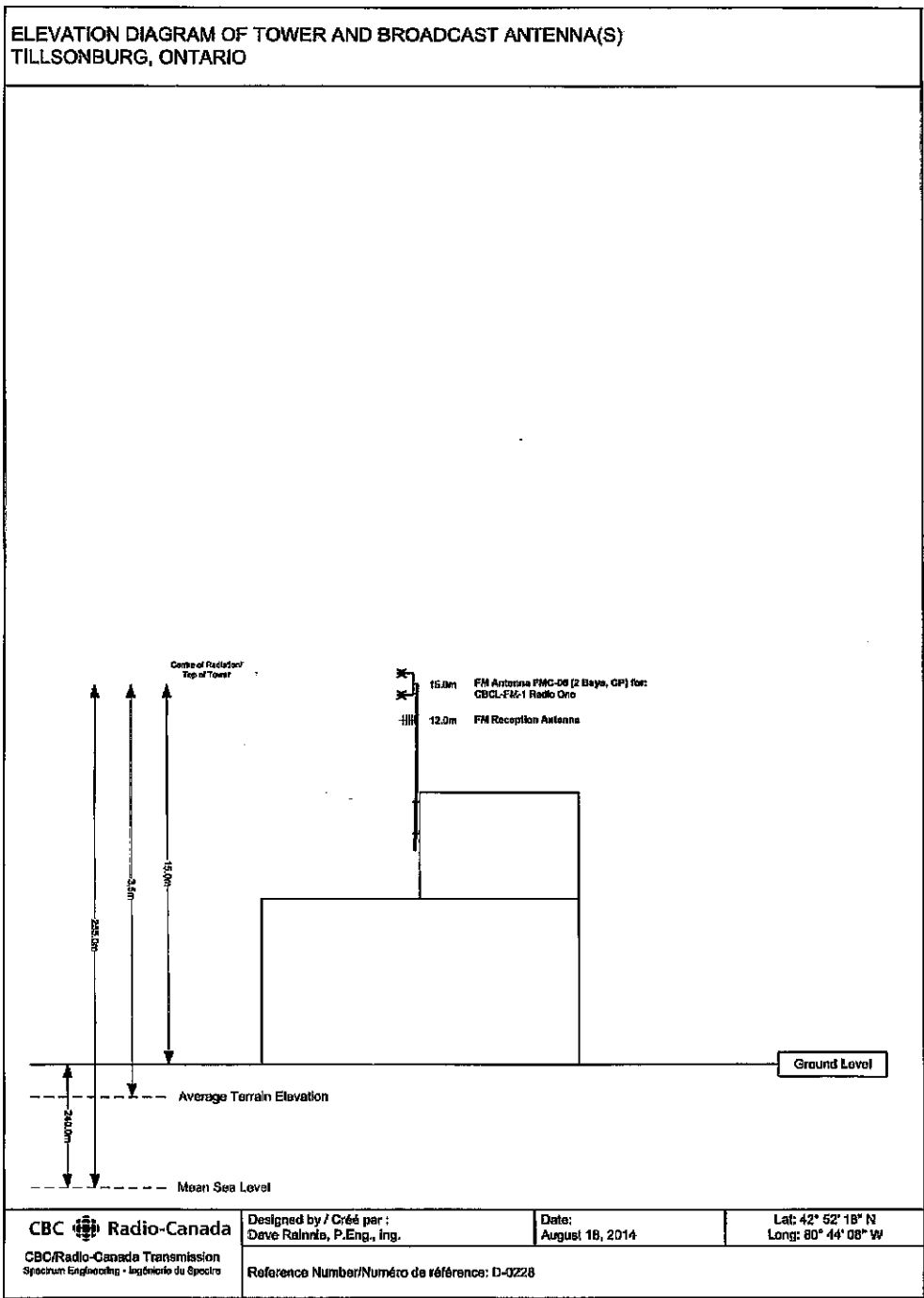
per:   
Stephen Molnar, Mayor

per:   
Donna Wilson, Clerk

I/We have the authority to bind the Corporation.

**SCHEDULE "A"**

**DRAWINGS OF THE PROPOSED SIGN OR AREA OF USE**



# The Corporation of the Town of Tillsonburg

## Economic Development Advisory Committee Meeting

### MINUTES

Tuesday, February 11, 2025

12:00 PM

Thompson Goossens Accountants Boardroom

21 Oxford Street, Tillsonburg

ATTENDANCE: Dane Willson  
Councillor Bob Parsons  
Deb Gilvesy, Mayor  
Lisa Gilvesy  
Randy Thornton  
Gurvir Hans  
Randi-Lee Durham  
Jesse Goossens  
Kirby Heckford  
Ashley Edwards, CEO, Tillsonburg District Chamber of  
Commerce

Regrets: Andrew Burns  
Steve Spanjers  
Mark Renaud, Executive Director, Tillsonburg BIA

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 12:10 p.m.

#### 2. Adoption of Agenda

##### Resolution # 1

**Moved By:** Gurvir Hans

**Seconded By:** Randy Thornton

THAT the Agenda as prepared for the Economic Development Advisory Committee meeting of Tuesday, February 11, 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:** Gurvir Hans

THAT the minutes of the Economic Development Advisory Committee of January 14, 2025, 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.

**5.2 Delegation to Oxford County Council**

C. Panschow provided a summary of agenda items 5.2.1, 5.2.2 and 5.2.3.

**Resolution # 3**

**Moved By:** Dane Willson

**Seconded By:** Kirby Heckford

THAT the Economic Development Advisory Committee seeks Council's support to address Oxford County Council at a future meeting to speak to the impact of development charges on industrial development particularly in light of a softening industrial market, the Town's supply of industrial land coming to market and the impact of the U.S. tariffs which could further exacerbate the challenge of attracting industrial development to help the

Town of Tillsonburg maintain a more competitive position against neighbouring municipalities that do not have development charges currently.

**Carried**

**5.2.1 Oxford County Development Charges By-Law Amendment - Public Meeting Presentation**

**5.2.2 Impacts on the Calculated D.C. Charts**

**5.2.3 Municipal Comparison Chart - Industrial**

**5.3 Site Plan Approval Process Overview**

C. Panschow provided an overview of the site plan approval process.

General suggestions included: certain organizations tend to delay the process repeatedly, advocacy to expedite and streamline the process with the Ministry of Housing and Municipal Affairs and presentations to commenting agencies, implementation of firm response timelines, intake process needs to be more specific and detailed (better list to be provided on what is required right from the start), investigate what other municipalities are doing with conditional permitting.

**6. Planning Items Circulation**

**7. Community Strategic Plan**

**7.1 Affordable and Attainable Housing Committee**

K. Pratt provided an update on the latest direction from the January meeting regarding the RFP for ownership options being prepared.

**7.2 Health Care Committee**

K. Pratt provided an update on the approved funding for a temporary unattached patient clinic and hiring of a health care recruiter in the 2025 budget.

**8. Boundary Adjustment**

The final study being prepared through the County by Watson and Associates is nearing completion.

**9. Information Items**

**10. Community Organization Updates**

**10.1 Downtown Business Improvement Association****10.1.1 Report from BIA Chair**

The representative was not in attendance.

There were no questions regarding the report.

**10.2 Tillsonburg District Chamber of Commerce****10.2.1 Report from CEO**

A. Edwards provided a summary of the report.

**10.3 Woodstock, Ingersoll, Tillsonburg and Area Association of Realtors**

There was no report provided this month.

**11. Round Table**

Tillsonburg Developments Inc. will be hosting a grand opening in April for their new subdivision.

The Multi-Service Centre is hosting a health care job fair in March, an upcoming and a grow mark mini job fair. Stacked pancakes is looking to hire as they are opening soon.

**12. Next Meeting**

March 18, 2025 12:00 p.m.

**13. Adjournment****Resolution # 4**

**Moved By:** Ashley Edwards

**Seconded By:** Gurvir Hans

THAT the Economic Development Advisory Committee meeting of Tuesday, February 11, 2025 be adjourned at 1:28 p.m.

**Carried**



**LONG POINT REGION CONSERVATION AUTHORITY**  
**Board of Directors Meeting Minutes of January 8, 2025**

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Members in attendance:

Dave Beres, Chair	Town of Tillsonburg
Doug Brunton, Vice-Chair	Norfolk County
Shelley Ann Bentley	Haldimand County
Robert Chambers	County of Brant
Michael Columbus	Norfolk County
Tom Masschaele	Norfolk County
Jim Palmer	Township of Norwich
Chris Van Paassen	Norfolk County
Rainey Weisler	Municipality of Bayham/Township of Malahide
Peter Ypma	Township of South-West Oxford

Regrets: None

Staff in attendance:

Judy Maxwell, General Manager  
 Aaron LeDuc, Manager of Corporate Services  
 Saifur Rahman, Manager of Engineering and Infrastructure  
 Jessica King, Social Media and Marketing Associate  
 Isabel Johnson, Resource Planner  
 Nicole Sullivan, HR Coordinator/Executive Assistant

**1. Welcome and Call to Order**

The Chair called the meeting to order at 6:30 p.m., Wednesday, January 8, 2025.

**2. Additional Agenda Items**

There were no additional agenda items.

**3. Approval of the Agenda**

**A-1/25**

Moved by P. Ypma  
 Seconded by R. Weisler

THAT the LPRCA Board of Directors approves the agenda as circulated.

**Carried**

**4. Declaration of Conflicts of Interest**

None were declared.

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**FULL AUTHORITY COMMITTEE MEMBERS**

Shelley Ann Bentley, Dave Beres, Doug Brunton, Robert Chambers, Michael Columbus,  
 Tom Masschaele, Jim Palmer, Chris Van Paassen, Rainey Weisler, Peter Ypma



## 5. Elections

The Chair and Vice-Chair vacated their seats and Ms. Kimberley Earls, Executive Director for South Central Ontario Region Economic Development Corporation assumed the Chair position. The positions for Chair and Vice-Chair were declared vacant.

### **A-2/25**

Moved by D. Beres

Seconded by S. Bentley

THAT the LPRCA Board of Directors appoints Dana McLachlan as scrutineer for the purpose of electing officers.

**Carried**

### **a) Election of Chair**

#### 1) Call for Nominations

Mike Columbus nominated Dave Beres who accepted the nomination.

Peter Ypma nominated Robert Chambers who declined the nomination.

Chair Earls made one further call for nominations. There were no further nominations.

#### 2) Motion to Close Nominations for Chair

### **A-3/25**

Moved by C. Van Paassen

Seconded by R. Weisler

THAT the nominations for the Chair be closed.

**Carried**

#### 3) Distribution and collection of ballots by Scrutineer

Ballots were not required.

#### 4) Announce Election Results

Dave Beres was declared the Long Point Region Conservation Authority Chair for 2025.

#### 5) Motion to Destroy Ballots

Ballots were not required.

---

### **FULL AUTHORITY COMMITTEE MEMBERS**

Shelley Ann Bentley, Dave Beres, Doug Brunton, Robert Chambers, Michael Columbus,  
Tom Masschaele, Jim Palmer, Chris Van Paassen, Rainey Weisler, Peter Ypma

**b) Election of Vice-Chair**1) Call for Nominations

Chris Van Paassen nominated Doug Brunton who accepted the nomination.

Peter Ypma nominated Mike Columbus who declined the nomination.

Robert Chambers nominated Rainey Weisler who accepted the nomination.

Chair Earls made one further call for nominations. There were no further nominations.

2) Motion to Close Nominations for Vice-Chair**A-4/25**

Moved by J. Palmer

Seconded by T. Masschaele

THAT the nominations for the LPRCA Vice-Chair be closed.

**Carried**

Doug Brunton and Rainey Weisler addressed the Board to support their nominations.

3) Distribution and collection of ballots by Scrutineer

Ballots were distributed the first time and a tie was declared by Acting Chair Earls.

Ballots were distributed a second time and a tie was declared by Acting Chair Earls.

Ballots were distributed a third time and a majority vote was achieved.

4) Announce Election Results

Doug Brunton was declared the Long Point Region Conservation Authority Vice-Chair for 2025.

5) Motion to Destroy Ballots**A-5/25**

Moved by S. Bentley

Seconded by R. Weisler

THAT the ballots for the LPRCA Vice-Chair be destroyed.

**Carried**

The Chair and Vice-Chair thanked their nominators and the Board for their support and were looking forward to the year ahead.

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**FULL AUTHORITY COMMITTEE MEMBERS**

Shelley Ann Bentley, Dave Beres, Doug Brunton, Robert Chambers, Michael Columbus,  
Tom Masschaele, Jim Palmer, Chris Van Paassen, Rainey Weisler, Peter Ypma

Ms. K. Earls and Ms. D. McLachlan were thanked for their service and left the meeting.

Dave Beres, Chair assumed the position and carried on the meeting.

## **6. Committee Appointments**

The General Manager reviewed each of the committee membership requirements and members were asked to express interest in committee appointments. Doug Brunton and Michael Columbus were willing to participate as representatives to the Lee Brown Marsh Management Committee. The committee is represented by the LPRCA Chair and one other appointee. As with 2024, the Chair delegated Mike Columbus his designate on the Lee Brown Marsh Management Committee.

### **A-6/25**

Moved by S. Bentley

Seconded by R. Weisler

THAT the LPRCA Board of Directors approves the following appointments for 2025:

Michael Columbus and the LPRCA Chair and Vice-Chair to the Land Acquisition Committee;

And

Doug Brunton and, LPRCA Chair designate, Michael Columbus to the Lee Brown Marsh Management Committee;

And

Peter Ypma, Tom Masschaele, Jim Palmer and the LPRCA Chair to the Backus Museum Committee;

And

Robert Chambers, Michael Columbus, Chris Van Paassen, the Chair, and Vice-chair to the Audit and Finance Committee.

**Carried**

## **Minutes of the Previous Meeting**

### **a) Board of Directors Meeting of December 5, 2024**

#### **A-7/25**

Moved by T. Masschaele

Seconded by S. Bentley

THAT the minutes of the LPRCA Board of Directors Meeting held December 5, 2024 be

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#### **FULL AUTHORITY COMMITTEE MEMBERS**

Shelley Ann Bentley, Dave Beres, Doug Brunton, Robert Chambers, Michael Columbus,  
Tom Masschaele, Jim Palmer, Chris Van Paassen, Rainey Weisler, Peter Ypma

adopted as circulated.

**Carried**

## **7. Business Arising**

There was no business arising from the previous minutes.

## **8. Review of Committee Minutes**

No committee minutes presented.

## **9. Correspondence**

There was no correspondence to discuss.

## **10. Development Applications**

### **a) Section 28 Regulations Approved Permits (I. Johnson)**

**A-8/25**

Moved by P. Ypma

Seconded by C. Van Paassen

THAT the LPRCA Board of Directors receives the staff approved Section 28 Regulation Approved Permits report dated January 8, 2025 as information

**Carried**

## **11. New Business**

### **a) Extension of Minister's Direction to Not Change Fees (J. Maxwell)**

Judy Maxwell presented the report noting that as per the Minister's Direction, the Planning, Development and Permitting fees will remain frozen at the 2022 rates.

Peter Ypma asked staff how much difference does the frozen fee make in the budget. Aaron LeDuc responded that it would not overly affect the 2025 draft budget as the difference is the equivalent of one large subdivision fee.

Chris Van Paassen asked staff how many years of frozen fees has there been and what is the inflation impact. J. Maxwell replied letting the Board know it was frozen since 2022 and it was about a 15% difference with inflation over those years.

P. Ypma and C. Van Paassen both expressed concerns about this fee loss being put on the municipalities and if the LPRCA Board could send a letter to the Premier, the Ministry of the Environment, Ministry of Municipal Housing Affairs, the Ministry of Natural Resources, copy each member municipality and Conservation Ontario.

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#### **FULL AUTHORITY COMMITTEE MEMBERS**

Shelley Ann Bentley, Dave Beres, Doug Brunton, Robert Chambers, Michael Columbus,  
Tom Masschaele, Jim Palmer, Chris Van Paassen, Rainey Weisler, Peter Ypma

Robert Chambers notes that the decision was made by the Minister to stimulate housing growth, however, in looking at the applications report none of them were for new housing. A distinction between fees for new housing and other permitted activities would be a compromised approach.

**A-9/25**

Moved by P. Ypma

Seconded by S. Bentley

THAT the LPRCA Board of Directors receives the staff report Extension of Minister's Direction to Not Change Fees as information.

AND

THAT LPRCA staff complete a letter to be sent on behalf of the Board of Directors about the Ministers Direction to Not Change the Fees for Planning, Development, and Permitting.

**Carried**

**b) Fee Schedules (A. LeDuc)**

Aaron LeDuc presented the 2025 Draft Fee Schedules report.

Mike Columbus asked staff if we were in line with other private campground user fees in the area. Aaron LeDuc responded to let the Board know that the Authority makes a fee comparison of all parks in the region and other Conservation Authorities every year around budget time to make sure we align.

Peter Ypma asked staff what a goose relocation fee was. Judy Maxwell informed the Board that it was a process where a licensed company removes geese from the city, like Toronto, and relocates them to the marsh.

**A-10/25**

Moved by M. Columbus

Seconded by J. Palmer

THAT the LPRCA Board of Directors approves the proposed 2025 Fee Schedules as presented to be effective January 9, 2025.

**Carried**

**c) Per diem & Mileage (A. LeDuc)**

Aaron LeDuc presented the Per Diem and Mileage report.

**A-11/25**

Moved by R. Chambers

Seconded by J. Palmer

THAT the LPRCA Board of Directors approves increasing the Chair's Honorarium

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**FULL AUTHORITY COMMITTEE MEMBERS**

Shelley Ann Bentley, Dave Beres, Doug Brunton, Robert Chambers, Michael Columbus,  
Tom Masschaele, Jim Palmer, Chris Van Paassen, Rainey Weisler, Peter Ypma

to \$2,866, the Vice-chair's Honorarium to \$1,146, the Member's meeting per diems to \$115, and the mileage rate to \$0.64 per kilometer effective January 1, 2025.

**Carried**

**d) 2025 LPRCA Budget and Levy Apportionment Vote (A. LeDuc)**

Following the budget meeting of November 13, the 2025 draft budget was circulated to member municipalities for a 30-day review and comment period. No comments were received.

Peter Ypma asked staff to clarify what CVA on page # 39 meant. Aaron LeDuc let the Board know that it means Current Value Assessment.

**A-12/25**

That the LPRCA Board of Directors approves the following recommendations regarding LPRCA's 2025 Operating and Capital budgets;

1. That the 2025 Operating Budget in the total amount of \$6,082,265 and requiring a Municipal Levy- Operating of \$2,237,681 be approved as set out in Attachment 1;
2. That the 2025 Capital Budget in the total amount of \$808,864 requiring a General Municipal Levy - Capital of \$157,500 and a Municipal Special Levy – Capital of \$100,000 for Norfolk County be approved as set out in Attachment 2;
3. That the proposed 2025 Consolidated Budget in the total amount of \$6,891,129 and requiring a Municipal Levy – Consolidated of \$2,495,181 be approved as set out in Attachment 2.
4. That the proposed 2024 Municipal Levy Apportionment by CVA % be approved as set out in Attachment 3.

<u>Member</u>	<u>Municipality/Group</u>	<u>Weight</u>	<u>Absent</u>	<u>Present</u>	<u>In Favour</u>	<u>Opposed</u>
Rainey Weisler	Municipality of Bayham	4.53		✓	4.53	
Robert Chambers	County of Brant	7.40		✓	7.40	
Shelley Ann Bentley	Haldimand County	7.38		✓	7.38	
Vacant	Haldimand County	<del>7.38</del>	✓		<del>7.38</del>	
Rainey Weisler	Township of Malahide	0.72		✓	0.72	
Doug Brunton	Norfolk County	12.5		✓	12.5	
Michael Columbus	Norfolk County	12.5		✓	12.5	
Tom Masschaele	Norfolk County	12.5		✓	12.5	
Chris Van Paassen	Norfolk County	12.5		✓	12.5	
Jim Palmer	Township of Norwich	7.53		✓	7.53	

**FULL AUTHORITY COMMITTEE MEMBERS**

Shelley Ann Bentley, Dave Beres, Doug Brunton, Robert Chambers, Michael Columbus, Tom Masschaele, Jim Palmer, Chris Van Paassen, Rainey Weisler, Peter Ypma

Peter Ypma	Township of South-West Oxford	7.53		✓	7.53	
Dave Beres	Town of Tillsonburg	7.53		✓	7.53	

Weighted Vote Result      92.62%                      100%                      92.62%

**Carried**

### **e) Administration Office Renovation (J. Maxwell)**

Judy Maxwell presented the Administration Office Renovation report and sent around the office samples to the Board members.

Peter Ypma asked staff about insurances of LPRCA staying in this location as the cost is high for a rented building. Judy informed the Board that the lease is 4 terms of 5 years with the option to add an extra 5 years, totaling 25 years. LPRCA currently has 18 years left on the lease. Judy Maxwell also spoke to the landlord about LPRCA's plan before continuing with tendering the project.

Jim Palmer asked staff how long the project will take. Judy Maxwell responded that it will take an estimated 3 weeks to complete once the renovation begins. Staff will remove the equipment and old furniture to be assessed for disposal or sale. The electric work can start right away, the flooring installation will take an estimated 5 days and the furniture installation also is estimated at 5 days.

Doug Brunton asked about the HST fee and if we will recover it. Aaron LeDuc informed the Board that user fees, like campgrounds, the recovery is 100%, with projects like this the public sector body rebate is everything but 1.76%.

Tom Masschaele asked staff what the plans for the old furniture were. Judy Maxwell informed the Board that staff will assess every piece of furniture and anything of value will be added to the Gov Deals website.

Tom Masschaele inquired about the differing prices and bids from the vendors. Judy Maxwell informed the Board that the bids were submitted based on LPRCA's requirements and for some vendors they had two different products and prices that fit LPRCA requirements. The companies are franchises, and as such the vendor dictates the prices and that would account for the differing prices in Tayco products.

Judy Maxwell noted that we will need to look into moving our Board meeting along with the Town of Tillsonburg's board meeting for the time period. Mike Columbus asked staff and board if an in-person meeting down at Backus would not be better than a virtual one while the renovations are on-going. The consensus of the Board was to move the meeting location, but keep it in-person.

Shelley Ann Bentley asked staff if LPRCA had a committee or group of staff that will be in charge of assessing furniture and tagging all of LPRCA furniture with keep, sell or dispose.

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#### **FULL AUTHORITY COMMITTEE MEMBERS**

Shelley Ann Bentley, Dave Beres, Doug Brunton, Robert Chambers, Michael Columbus,  
Tom Masschaele, Jim Palmer, Chris Van Paassen, Rainey Weisler, Peter Ypma

Judy Maxwell let the Board know that that person in charge of that is herself.

**A-13/25**

Moved by C. Van Paassen  
Seconded by T. Masschaele

THAT the LPRCA Board of Directors approves the purchase of office furniture and an office cubicle system from Lover's At Work (London);

AND

THAT the LPRCA Board of Directors approves the purchase of flooring and installation from Carpet One Tillsonburg;

AND

THAT the LPRCA Board of Directors approves the electrical and data cabling services by Rick's Electric.

**Carried**

**f) Timber Tender McKonkey tract (Block # 1, # 2) (J. Maxwell)**

Judy Maxwell presented the report.

Peter Ypma asked if the McKonkey tracts were replacing the Harris Floyd one. Judy Maxwell responded that the McKonkey was moved up and that Debbie Thain, Forestry Supervisor was going to be looking at our Forest Management Plan.

**A-14/25**

Moved by M. Columbus  
Seconded by R. Weisler

THAT the LPRCA Board of Directors accepts the report as information;

AND

THAT the LPRCA Board of Directors authorizes the General Manager to award the following two tenders, LP-361-25 (Block #1) and LP-362-25 (Block #2) after the closing date of Thursday, January 9, 2025.

**Carried**

**g) Conservation Authority Agricultural Sector Representative (J. Maxwell)**

Judy Maxwell presented the report.

Dave Beres asked staff to clarify if this was 10 individuals, one per Conservation Authority or 1 individual for all 10 Conservation Authorities, and if this is appointed provincially. Judy Maxwell responded letting the Board know that it was 1 individual per Conservation Authority and it will be appointed by the Province.

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**FULL AUTHORITY COMMITTEE MEMBERS**

Shelley Ann Bentley, Dave Beres, Doug Brunton, Robert Chambers, Michael Columbus,  
Tom Masschaele, Jim Palmer, Chris Van Paassen, Rainey Weisler, Peter Ypma



Mike Columbus asked is the representative reported back to the Ministry. Judy Maxwell responded to say they will report back to the Ministry each year as listed in the Job Posting.

**A-15/25**

Moved by R. Weisler

Seconded by S. Bentley

THAT the LPRCA Board of Directors receives the staff report Conservation Authority Agricultural Sector Representative – Advertisements Posted as information.

**Carried**

The closed session began at 7:51 p.m.

**12. Closed Meeting**

**A-16/25**

Moved by R. Weisler

Seconded by P. Ypma

THAT the LPRCA Board of Directors does now enter into a closed session to discuss:

- A trade secret or scientific, technical, commercial, financial or labour 5-6 relations information, supplied in confidence to the Authority, 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**

The Board reconvened in open session at 8:24 p.m.

The closed meeting minutes of the Hearing Board of November 6, 2024 was approved in the closed session.

The closed meeting minutes of the Board of Directors Meeting of November 6, 2024 was approved in closed session.

Next meeting: February 5, 2025, Board of Directors

**Adjournment**

The Chair adjourned the meeting at 8:25 p.m.

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Dave Beres  
Chair

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Judy Maxwell  
General Manager/Secretary-Treasurer

/ns

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**FULL AUTHORITY COMMITTEE MEMBERS**

Shelley Ann Bentley, Dave Beres, Doug Brunton, Robert Chambers, Michael Columbus, Tom Masschaele, Jim Palmer, Chris Van Paassen, Rainey Weisler, Peter Ypma

**THE CORPORATION OF THE TOWN OF TILLSONBURG  
BY-LAW 2025-017**

**A BY-LAW to authorize the Mobile Crisis Response Team (MCRT) Enhancement Grant Transfer Payment Agreement with the Province of Ontario.**

**WHEREAS** the Town of Tillsonburg deems it necessary and expedient to enter into the Mobile Crisis Response Team (MCRT) Enhancement Grant Transfer Payment Agreement with the Province of Ontario.

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

1. That the transfer payment 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;
3. That the Mayor and Clerk be hereby authorized to sign all future transfer payment agreements for the Mobile Crisis Response Team (MCRT) Enhancement Grant program.
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 24th of February, 2025.**

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MAYOR – Deb Gilvesy

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DEPUTY CLERK – Amelia Jaggard

## ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the 1<sup>st</sup> day of November, 2024

### BETWEEN:

**His Majesty the King in right of Ontario  
as represented by the Solicitor General**

**(the “Province”)**

**- and -**

**The Corporation of the Town of Tillsonburg  
(the “Recipient”)**

### BACKGROUND

The Mobile Crisis Response Team (MCRT) Enhancement Grant 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.

The Province has agreed to provide the Recipient 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”.

### CONSIDERATION

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

#### **1.0 1.0 ENTIRE AGREEMENT**

**1.1 Schedules to the Agreement.** The following schedules form part of the Agreement:

- Schedule “A” - General Terms and Conditions
- Schedule “B” - Project Specific Information and Additional Provisions

Schedule "C" - Project  
Schedule "D" - Budget  
Schedule "E" - Payment Plan  
Schedule "F" - Reports  
Schedule "G" - Funding Application, and  
any amending agreement entered as provided for in section 4.1.

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

## **2.0 2.0 CONFLICT OR INCONSISTENCY**

**2.1 Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule "A", the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule "A"; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule "A", the Additional Provisions will prevail over the provisions in Schedule "A" to the extent of the inconsistency.

## **3.0 3.0 COUNTERPARTS**

**3.1 One and the Same Agreement.** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

## **4.0 4.0 AMENDING THE AGREEMENT**

**4.1 Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

## **5.0 5.0 ACKNOWLEDGEMENT**

**5.1 Acknowledgement.** The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario,

including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);

- (b) His Majesty the King in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:
  - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
  - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project;
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act; and
- (f) the Province is bound by the *Financial Administration Act* (Ontario) (“FAA”) and, pursuant to subsection 11.3(2) of the FAA, payment by the Province of Funds under the Agreement will be subject to,
  - (i) an appropriation, as that term is defined in subsection 1(1) of the FAA, to which that payment can be charged being available in the Funding Year in which the payment becomes due; or
  - (ii) the payment having been charged to an appropriation for a previous fiscal year.

**SIGNATURE PAGE FOLLOWS**

The Parties have executed the Agreement on the dates set out below.

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO  
as represented by the Solicitor General**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: Michelina Longo  
Title: Director, External Relations Branch

**The Corporation of the Town of Tillsonburg**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: Deb Gilvesy  
Title: MAYOR

I have authority to bind the Recipient

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: Amelia Jaggard  
Title: DEPUTY CLERK

I have authority to bind the Recipient

**SCHEDULE “A”  
GENERAL TERMS AND CONDITIONS**

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**A1.0 INTERPRETATION AND DEFINITIONS**

**A1.1 Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

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

“**Additional Provisions**” means the terms and conditions set out in Schedule “B”.

“**Agreement**” means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

“**Budget**” means the budget attached to the Agreement as Schedule “D”.

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

“**Effective Date**” means the date set out at the top of the Agreement.

“**Event of Default**” has the meaning ascribed to it in section A12.1.

“**Expiry Date**” means the expiry date set out in Schedule “B”.

“**Funding Year**” means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and

- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiry Date, whichever is first.

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

**“Indemnified Parties”** means His Majesty the King in right of Ontario, and includes His ministers, agents, appointees, and employees.

**“Loss”** means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any other part of the Agreement.

**“Maximum Funds”** means the maximum set out in Schedule “B”.

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

**“Notice Period”** means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A12.3(b), and includes any such period or periods of time by which the Province extends that time pursuant to section A12.4.

**“Parties”** means the Province and the Recipient.

**“Party”** means either the Province or the Recipient.

**“Proceeding”** means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

**“Project”** means the undertaking described in Schedule “C”.

**“Records Review”** means any assessment the Province conducts pursuant to section A7.4.

**“Reports”** means the reports described in Schedule “F”.



**A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS****A2.1 General.** The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

**A2.2 Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and capacity to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

**A2.3 Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and

- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

**A2.4 Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

### **A3.0 TERM OF THE AGREEMENT**

**A3.1 Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 or Article A12.0.

### **A4.0 FUNDS AND CARRYING OUT THE PROJECT**

**A4.1 Funds Provided.** The Province will:

- (a) provide the Recipient with Funds up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule “E”; and
- (c) deposit the Funds into an account the Recipient designates provided that the account:
  - (i) resides at a Canadian financial institution; and
  - (ii) is in the name of the Recipient.

**A4.2 Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof required pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project; and
- (c) the Province may adjust the amount of Funds it provides to the Recipient for any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.2.

**A4.3 Use of Funds and Carry Out the Project.** The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;

- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has been or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

**A4.4 Interest-Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution.

**A4.5 Interest.** If the Recipient earns any interest on the Funds, the Province may do either or both of the following:

- (a) deduct an amount equal to the interest from any further instalments of Funds;
- (b) demand from the Recipient the payment of an amount equal to the interest.

**A4.6 Rebates, Credits, and Refunds.** The Province will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

#### **A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**

**A5.1 Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that promotes the best value for money.

**A5.2 Disposal.** The Recipient will not, without the Province's prior consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as set out in Schedule "B" at the time of purchase.

#### **A6.0 CONFLICT OF INTEREST**

**A6.1 Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to, interfere with the Recipient's

objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

**A6.2 No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
  - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and
  - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province provides its consent to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

## **A7.0 REPORTS, ACCOUNTING, AND REVIEW**

**A7.1 Province Includes.** For the purposes of sections A7.4, A7.5 and A7.6, “Province” includes any auditor or representative the Province may identify.

**A7.2 Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address set out in Schedule “B”:
  - (i) all Reports in accordance with the timelines and content requirements set out in Schedule “F”;
  - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time;
- (b) ensure that all Reports and other reports are:
  - (i) completed to the satisfaction of the Province; and
  - (ii) signed by an authorized signing officer of the Recipient.

**A7.3 Record Maintenance.** The Recipient will keep and maintain for a period of seven years from their creation:

- (a) all financial records (including invoices and evidence of payment) relating to the Funds or otherwise to the Project in a manner consistent with either international financial reporting standards or generally

accepted accounting principles or any comparable accounting standards that apply to the Recipient; and

- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

**A7.4 Records Review.** The Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties;
- (b) the progress of the Project;
- (c) the Recipient's allocation and expenditure of the Funds.

**A7.5 Inspection and Removal.** For the purposes of any Records Review, the Province may take one or both of the following actions:

- (a) inspect and copy any records and documents referred to in section A7.3;
- (b) remove any copies the Province makes pursuant to section A7.5(a).

**A7.6 Cooperation.** To assist the Province in respect of its rights provided for in section A7.5, the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) assisting the Province to copy records and documents;
- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (d) carrying out any other activities the Province requests.

**A7.7 No Control of Records.** No provision of the Agreement will be construed to give the Province any control whatsoever over any of the Recipient's records.

**A7.8 Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

## **A8.0 COMMUNICATIONS REQUIREMENTS**

**A8.1 Acknowledge Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its Project-related publications, whether

written, oral, or visual, including public announcements or communications:

- (a) acknowledge the support of the Province for the Project;
- (b) ensure that any acknowledgement is in a form and manner as the Province directs;
- (c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province; and
- (d) obtain prior written approval from the Province before using any Government of Ontario or ministry logo or symbol in any communications including press releases, published reports, radio and television programs and public or private meetings, or in any other type of promotional material, relating to the Project or this Agreement.

**A8.2 Notice of Project-Related Communications.** Unless the Province directs the Recipient to do otherwise, the Recipient will provide written notice to the Province a minimum of 14 Business Days' in advance of all Project-related publications, whether written, oral, or visual, including public announcements or communications.

## **A9.0 INDEMNITY**

**A9.1 Indemnify.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the gross negligence or wilful misconduct of the Indemnified Parties.

## **A10.0 INSURANCE**

**A10.1 Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount set out in Schedule "B" per occurrence, which commercial general liability insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) at least 30 days' written notice of cancellation.

**A10.2 Proof of Insurance.** The Recipient will:

- (a) provide to the Province, either:
  - (i) certificates of insurance that confirm the insurance coverage required by section A10.1; or
  - (ii) other proof that confirms the insurance coverage required by section A10.1; and
- (b) in the event of a Proceeding, and upon the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement, or both.

**A11.0 TERMINATION ON NOTICE**

**A11.1 Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving 30 days' Notice to the Recipient.

**A11.2 Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
  - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
  - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

**A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

**A12.1 Events of Default.** Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other term of the Agreement, including failing to do any of the following in accordance with the terms

and conditions of the Agreement:

- (i) carry out the Project;
  - (ii) use or spend Funds; or
  - (iii) provide, in accordance with section A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii);
- (b) the Recipient's operations, its financial condition, its organizational structure or its control changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
  - (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver;
  - (d) the Recipient ceases to operate.

**A12.2 Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient the payment of an amount equal to the costs



the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and

- (j) upon giving Notice to the Recipient, terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province.

**A12.3 Opportunity to Remedy.** If, pursuant to section A12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

**A12.4 Recipient not Remediating.** If the Province provides the Recipient with an opportunity to remedy the Event of Default pursuant to section A12.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

**A12.5 When Termination Effective.** Termination under Article A12.0 will take effect as provided for in the Notice.

### **A13.0 FUNDS AT THE END OF A FUNDING YEAR**

**A13.1 Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A12.0, if, by the end of a Funding Year, the Recipient has not spent all of the Funds allocated for that Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds;
- (b) adjust the amount of any further instalments of Funds accordingly.

### **A14.0 FUNDS UPON EXPIRY**

**A14.1 Funds Upon Expiry.** Upon expiry of the Agreement, the Recipient will pay to the Province any Funds remaining in its possession, under its control, or both.

**A15.0 DEBT DUE AND PAYMENT**

**A15.1 Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay to the Province an amount equal to the excess Funds.

**A15.2 Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds, an amount equal to any Funds or any other amounts owing under the Agreement; or
- (b) the Recipient owes to the Province any Funds, an amount equal to any Funds or any other amounts owing under the Agreement, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

**A15.3 Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then current interest rate charged by the Province of Ontario on accounts receivable.

**A15.4 Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address set out in Schedule "B".

**A15.5 Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, His Majesty the King in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by His Majesty the King in right of Ontario.

**A16.0 NOTICE**

**A16.1 Notice in Writing and Addressed.** Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, courier or fax; and

- (c) addressed to the Province or the Recipient as set out in Schedule “B”, or as either Party later designates to the other by Notice.

**A16.2 Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of fax, one Business Day after the Notice is delivered; and
- (c) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

**A16.3 Postal Disruption.** Despite section A16.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery, courier or fax.

**A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

**A17.1 Consent.** When the Province provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

**A18.0 SEVERABILITY OF PROVISIONS**

**A18.1 Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

**A19.0 WAIVER**

**A19.1 Condonation not a waiver.** Failure or delay by the either Party to exercise any of its rights, powers or remedies under the Agreement will not constitute a waiver of those rights, powers or remedies and the obligations of the Parties with respect to such rights, powers or remedies will continue in full force and effect.

**A19.2 Waiver.** Either Party may waive any of its rights, powers or remedies under the Agreement by providing Notice to the other Party. A waiver will apply only to the specific rights, powers or remedies identified in the Notice and the Party providing the waiver may attach terms and conditions to the waiver.

## **A20.0 INDEPENDENT PARTIES**

**A20.1 Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.

## **A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

**A21.1 No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

**A21.2 Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's heirs, executors, administrators, successors, and permitted assigns; and
- (b) the successors to His Majesty the King in right of Ontario.

## **A22.0 GOVERNING LAW**

**A22.1 Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

## **A23.0 FURTHER ASSURANCES**

**A23.1 Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

## **A24.0 JOINT AND SEVERAL LIABILITY**

**A24.1 Joint and Several Liability.** Where the Recipient comprises more than one entity, each entity will be jointly and severally liable to the Province for the

fulfillment of the obligations of the Recipient under the Agreement.

## **A25.0 RIGHTS AND REMEDIES CUMULATIVE**

**A25.1 Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

## **A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

**A26.1 Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with His Majesty the King in right of Ontario or one of Her agencies (a "Failure");
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

## **A27.0 SURVIVAL**

**A27.1 Survival.** The following Articles and sections, and all applicable cross-referenced Articles, sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.6, section A5.2, section A7.1, section A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, Article A8.0, Article A9.0, section A11.2, section A12.1, sections A12.2(d), (e), (f), (g), (h), (i) and (j), Article A13.0, Article A14.0, Article A15.0, Article A16.0, Article A18.0, section A21.2, Article A22.0, Article A24.0, Article A25.0 and Article A27.0.

## **END OF GENERAL TERMS AND CONDITIONS**

**SCHEDULE “B”**  
**PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS**

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<b>Maximum Funds</b>	\$119,874.95 provided for the 2024-25 Funding Year
<b>Expiry Date</b>	May 2, 2025
<b>Amount for the purposes of section A5.2 (Disposal) of Schedule “A”</b>	\$5,000,000
<b>Insurance</b>	\$2,000,000
<b>Contact information for the purposes of Notice to the Province</b>	<p><b>Position:</b> Shamitha Devakandan &amp; Steffie Anastasopoulos, Community Safety Analysts, External Relations Branch, Public Safety Division, Ministry of the Solicitor General</p> <p><b>Address:</b> 25 Grosvenor Street, 12<sup>th</sup> Floor, Toronto ON M7A 2H3</p> <p><b>Email:</b> <a href="mailto:shamitha.devakandan@ontario.ca">shamitha.devakandan@ontario.ca</a> &amp; <a href="mailto:steffie.anastasopoulos@ontario.ca">steffie.anastasopoulos@ontario.ca</a></p>
<b>Contact information for the purposes of Notice to the Recipient</b>	<p><b>Position:</b> Director of Finance/Treasurer</p> <p><b>Address:</b> 10 Lisgar Ave, Tillsonburg, ON N4G 5A5</p> <p><b>Phone:</b> 519-688-3009 ext. 4013</p> <p><b>Email:</b> <a href="mailto:treasurer@tillsonburg.ca">treasurer@tillsonburg.ca</a></p>
<b>Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement</b>	<p><b>Position:</b> Director of Finance/Treasurer</p> <p><b>Address:</b> 10 Lisgar Ave, Tillsonburg, ON N4G 5A5</p> <p><b>Phone:</b> 519-688-3009 ext. 4013</p> <p><b>Email:</b> <a href="mailto:treasurer@tillsonburg.ca">treasurer@tillsonburg.ca</a></p>
<b>CRA Business Number</b>	

**Additional Provisions:**

None

**SCHEDULE “C”  
PROJECT**

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The Project will be funded under this Agreement only for the first Funding Year (2024-2025). The Project means the Project Summary (set out in Section E), the Workplan/Activities (set out in Section F) and Performance Measures (set out in Section I) outlined in Schedule “G”.

**SCHEDULE "D"**

**BUDGET**

**H - Budget**

Description	Other Government Funding	In-Kind Donation	Ministry \$ Requested	Total
Year 1 (2024-25)				
<b>SALARIES &amp; BENEFITS</b>				
Salary	0.00	0.00	67,644.20	67,644.20
Benefits	0.00	0.00	20,293.26	20,293.26
Relief	0.00	0.00	17,587.49	17,587.49
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00

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	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00

**Salaries & Benefits Sub-Total**

	0.00	0.00	105,524.95	359,536.73
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**ORIENTATION & TRAINING**

Training	0.00	0.00	4,000.00	4,000.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00

**Orientation & Training Sub-Total**

	0.00	0.00	4,000.00	359,536.73
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EQUIPMENT				
MHEART Uniform (vest, boots, jacket, shirts, pants)	0.00	0.00	4,000.00	4,000.00
Laptop/Docking Station	0.00	0.00	5,000.00	5,000.00
Cell Phone Hardware	0.00	0.00	1,000.00	1,000.00
Cell Phone Fee & Monitoring	0.00	0.00	350.00	350.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
Equipment Sub-Total				
	0.00	0.00	10,350.00	359,536.73
Total (YEAR 1 2024-25)				
	0.00	0.00	119,874.95	359,536.73

**SCHEDULE “E”  
PAYMENT PLAN**

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The Funds will be provided to the Recipient according to the following schedule:

**A. Funding Year (2024-25):**

i) First instalment of the Funds for the first Funding Year: **\$89,906.21** will be paid to the Recipient subject to satisfactory proof of insurance is provided to the Province in accordance with section A10.1 of Schedule “A” of the Agreement, and following the Agreement having been signed by the Province.

ii) Second instalment (holdback) of the Funds for the third Funding Year: **\$29,968.74** will be paid to the Recipient following the Province’s receipt and approval of the Final Reports (Final Financial Report, Final Activities Report and Final Performance Measures Report) for the third Funding Year, outlined under Schedules “F”.

If the Province is not satisfied with the Reports, the Recipient may be required to provide additional documents and the Province may adjust the Funds. Payment amounts may vary depending on total expenditures and the reconciled amount for each Funding Year.

## SCHEDULE "F" REPORTS

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In accordance with section A7.2 of Schedule "A" of the Agreement, the Recipient shall provide the Province with:

### **Funding Year (2024-25)**

- A. **Final Report due by May 2, 2025** for the Funding Year, which includes a Final Activities Report, Final Performance Measurement Report and Final Financial Report. The Financial Report must include a detailed breakdown of expenditures and copies of invoices, receipts and/or statements are to be provided for costs incurred from November 1, 2024 to March 31, 2025.

Final Report will be completed on a dynamic Report Back form which will be accessed, completed, and submitted through Transfer Payment Ontario (TPON). The Province and Recipient have agreed that instructions for accessing the Final Report on TPON will be provided at a later date, prior to the Final Report being due.

Funds for the Funding Year, as set out in Schedule "B" and "D", must be spent by the Recipient by March 31, 2025, and all aspects of the Project, except for the completion of the Final Report, must be completed and submitted by the Recipient by March 31, 2025. The Province will not accept claims for Funds which are submitted to the Province after March 31, 2025.

**THE CORPORATION OF THE TOWN OF TILLSONBURG  
BY-LAW 2025-022**

**A BY-LAW to authorize an agreement of purchase and sale with Performance Communities Realty Inc.**

**WHEREAS** the Town of Tillsonburg is desirous of entering into an agreement of purchase and sale for lands described as Portions of Block 22 of 41M-148 and Block A of M16.

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

1. That the authorization is hereby given for the sale of those lands described as Portions of Block 22 of 41M-148 and Block A of M16, subject to those terms and provisions outlined within the offer of purchase and sale as attached hereto as Schedule A;
2. That the agreement of purchase and sale attached hereto as Schedule A forms part of this By-Law;
3. That the Mayor and Clerk be hereby authorized to execute the agreement of purchase and sale attached hereto as Schedule A on behalf of the Corporation of the Town of Tillsonburg and to execute any documents required to effect a transfer of the property described as Portions of Block 22 of 41M-148 and Block A of M16.
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 24th of February, 2025.**

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MAYOR – Deb Gilvesy

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DEPUTY CLERK – Amelia Jaggard

THIS AGREEMENT OF PURCHASE AND SALE (this “Agreement”) is made as of the 11th day of February, 2025,

B E T W E E N:

THE CORPORATION OF THE TOWN OF TILLSONBURG  
(the “Vendor”)

OF THE FIRST PART

- and -

PERFORMANCE COMMUNITIES REALTY INC.  
(the “Purchaser”)

OF THE SECOND PART

WHEREAS:

- A. the Vendor is the registered owner, in fee simple, of the lands and premises described in Schedule “A” attached hereto (collectively, the “Property”); and,
- B. the Purchaser wishes to purchase from the Vendor and the Vendor wishes to sell to the Purchaser the Property on the terms and conditions set out in this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and premises hereinafter set forth and for other valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the Vendor and the Purchaser hereby agree as follows:

1. **Defined Terms.** In this Agreement and in the Schedules attached hereto, and in any supplemental or amending agreement, unless otherwise stated, the following capitalized terms shall have the meaning for prescribed for each:
  - (a) “Acceptance Date” means the date that this offer is accepted by the Vendor;
  - (b) “Agreement” means the within Agreement of Purchase and Sale and the Schedules appended thereto, as amended, amended and restated, renewed, extended, supplemented, replaced, or otherwise modified from time to time;
  - (c) “Business Day” means any day that is not a Saturday, Sunday, or statutory holiday in the Province of Ontario;
  - (d) “Closing” means the completion of the purchase and sale of the Property under this Agreement;
  - (e) “Closing Date” means March 20, 2025;
  - (f) “ETA” means the *Excise Tax Act*, R.S.C. 1985, c. E-15, as amended from time to time;

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- (g) “**HST**” means the applicable Harmonized Sales Tax in accordance with the *ETA* or other applicable legislation governing same payable with respect to the purchase of the Property;
  - (h) “**Irrevocable Date**” means March 14, 2025;
  - (i) “**Parties**” means the Vendor and the Purchaser, and “**Party**” means one of them, as required by context;
  - (j) “**Property**” has the meaning ascribed to it in Paragraph A of the recitals of this Agreement;
  - (k) “**Purchase Price**” has the meaning ascribed to it in Section 3 of this Agreement;
  - (l) “**Purchaser**” means the purchaser named in the recitals of this Agreement and includes “buyer”;
  - (m) “**Purchaser’s Solicitor**” means such firm or firms of solicitors as are appointed by the Purchaser from time to time and notice of which is provided to the Vendor;
  - (n) “**Requisite Deliveries**” has the meaning ascribed to it in Section 17 of this Agreement;
  - (o) “**Requisition Date**” means 6:00 p.m. on the first (1<sup>st</sup>) Business Day that is at least fourteen (14) days before the Closing Date;
  - (p) “**Vendor**” means the vendor named in the recitals of this Agreement and includes “seller”; and,
  - (q) “**Vendor’s Solicitor**” means Duncan, Linton LLP, or such other firm or firms of solicitors as are appointed by the Vendor from time to time and notice of which is provided to the Purchaser.
2. ***Purchase and Sale.*** The Vendor agrees to sell, and the Purchaser agrees to purchase, all of the Vendor’s right, title, estate, and interest in and to the Property, together with all fixtures, buildings, structures, and improvements now or hereafter located thereon and together with all easements, rights-of-ways, privileges and appurtenances attaching thereto and enuring to the benefit thereof, on the terms and conditions contained in this Agreement.
3. ***Purchase Price.*** The purchase price for the Property shall be Two Dollars (\$2.00) of lawful money of Canada (the “**Purchase Price**”).
4. ***Payment of the Purchase Price.*** The Purchase Price shall be paid by the Purchaser on Closing, subject to adjustments, in the form of a certified cheque or bank wire using the “Lynx High Value Payment System” drawn on the Purchaser’s Solicitor’s trust account, made payable to the Vendor’s Solicitor.

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5. **Harmonized Sales Tax.** If the sale of the Property is subject to HST, then such HST shall be in addition to the Purchase Price. If the sale of the Property is not subject to HST, the Vendor shall certify on or before the Closing Date that the sale of the Property is not subject to HST. The Vendor shall not collect any HST payable on this transaction if, on or before the Closing Date, the Purchaser delivers a certificate confirming that:
  - (a) it is registered for the purpose of HST and specifying its HST registration number;
  - (b) it will self-assess for the HST on its GST/HST return or file the prescribed form pursuant to subsection 228(4) of the *ETA* in connection with the purchase of the Property;
  - (c) it is purchasing the Property for its own account and is not purchasing the Property as agent, trustee or otherwise on behalf of or for another person, and does not constitute a supply of a residential complex made to an individual for the purpose of paragraph 221(2)(b) of the *ETA*; and,
  - (d) it will indemnify and save harmless the Vendor from any HST payable on this transaction and any penalty or interest relating thereto.
6. **Adjustments.** Any rents, realty taxes, local improvement rates, unmetered public or private utility charges, unmetered cost of fuel, and any other items which are usually adjusted for according to the usual practice for commercial transactions in the vicinity of the Property shall be apportioned and allowed to the Closing Date, the Closing Date itself to be apportioned to the Purchaser.
7. **Irrevocable Date.** This offer shall be irrevocable by the Purchaser until the Irrevocable Date, after which time, if not accepted, this offer shall be null and void and any deposit paid by the Purchaser shall be returned to the Purchaser in full without interest or deduction.
8. **Council Approval.** The transaction contemplated by this Agreement is subject to compliance with Section 270 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended from time to time, and approval by the Vendor's council in its sole and absolute discretion by by-law. If the transaction contemplated by this Agreement is not approved by the Vendor's council by by-law before 12:00 p.m. on the Closing Date, this Agreement will become null and void and any deposit paid by the Purchaser shall be returned to the Purchaser in full without interest or deduction.
9. **Closing.** Closing shall take place by no later than 5:00 p.m. on the Closing Date, or such other date as mutually agreed upon between the Purchaser and the Vendor, at which time possession of the Property in "as is, where is" condition shall be given to the Purchaser.
10. **"As Is" Condition.** The Purchaser acknowledges that, except as otherwise expressly provided for in this Agreement, the Property is being purchased on an "as is, where

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is” basis and that it has satisfied itself before making this offer as to all matters regarding the Property, including, without limiting the generality of the foregoing, physical conditions, environmental conditions, fitness for any purpose, suitability for construction, soil bearing capacity for any building proposed, and the availability of municipal services and utilities necessary for the Purchaser’s intended use of the Property. The Purchaser acknowledges that the Vendor shall not be responsible for any physical deficiencies of the Property or for any past, present, or future environmental liabilities and hereby waives any claims against the Vendor in respect of any environmental liabilities associated with the Property.

11. ***Transfer/Deed.*** The Vendor agrees to transfer or deed the Property to the Purchaser on the Closing Date. The transfer or deed shall be prepared in a form acceptable to the solicitors for the Purchaser and the Purchaser shall pay all Land Transfer Tax and costs associated with its registration.
12. ***Title Search.*** The Purchaser shall be allowed until the Requisition Date to examine the title to the Property at the Purchaser’s own expense. Provided that the title to the Property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for:
  - (a) any registered restrictions or covenants that run with the Property providing that such are complied with;
  - (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility;
  - (c) any minor easements for the supply of domestic utility or telecommunication services to the Property or adjacent properties; and,
  - (d) any easements (including easements which may be reserved in favour of the Vendor) for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines, or other services which do not materially affect the use of the Property.

If before the Requisition Date any valid objection to title or to any outstanding work order or deficiency notice or that any building situate on the Property may not be insured against risk of fire is made in writing to the Vendor and which the Vendor is unable or unwilling to remove, remedy or satisfy or obtain title insurance (save and except risk of fire) in favour of the Purchaser and any mortgagee, and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and the Vendor shall not be liable for any costs or damages. Save as to any valid objection so made by the Requisition Date and



except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted the Vendor's title to the Property.

13. ***Discharge of Existing Charges/Mortgages.*** The Purchaser shall not call for the production of any title deed, abstract, survey, or other evidence of the title to the Property except such as are in the possession and control of the Vendor. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the *Trust and Loan Companies Act*, S.C. 1991, c. 45 (as amended from time to time), chartered bank, trust company, credit union, *caisse populaire*, or insurance company and which is not to be assumed by the Purchaser on Closing is not available in registrable form on the Closing Date, the Purchaser agrees to accept the Vendor's Solicitor's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after the Closing Date, provided that the Vendor shall provide to the Purchaser a mortgage statement prepared by the chargee or mortgagee setting out the balance required to obtain the discharge.
14. ***Future Use.*** The Purchaser acknowledges and agrees that it will be required by the Vendor to rededicate the Property to the Vendor for stormwater management purposes, free of charge to the Vendor and any encumbrances, upon registration of a plan of subdivision in respect of adjoining lands owned by the Purchaser. The Purchaser hereby undertakes not to call into question directly or indirectly in any proceeding in law or in equity or before any administrative tribunal the right of the Vendor to require the rededication of the Property to the Vendor. This section shall survive and not merge upon Closing.
15. ***Planning Act.*** This Agreement shall be effective to create an interest in the Property only if the Vendor complies with the subdivision control provisions of the *Planning Act*, R.S.O. 1990, c. P.3, as amended from time to time, by the Closing Date.
16. ***Residency.*** The Vendor shall deliver to the Purchaser a statutory declaration by an officer of the Vendor wherein the officer declares that, as of the Closing Date, the Vendor is not a non-resident of Canada within the meaning of Section 116 of the *Income Tax Act*, R.S.C. 1985, c. 1 (5<sup>th</sup> Supp.), as amended from time to time, failing which, the Purchaser will be credited against the Purchase Price with the amount necessary to pay to the Minister of National Revenue to satisfy the Purchaser's liability under the said legislation for tax payable on this transaction.
17. ***Closing Arrangements.*** The Parties acknowledge and agree that the exchange of closing funds, non-registrable documents, and other items (collectively, the "Requisite Deliveries") and the release thereof to the Vendor and the Purchaser, respectively, will:
  - (a) not occur at the same time as the registration of the transfer or deed (and any other documents intended to be registered in connection with the Closing); and,

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- (b) be subject to conditions whereby the solicitors receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said solicitors.

The Parties hereby irrevocably instruct the said solicitors to be bound by the Document Registration Agreement which is recommended from time to time by the Law Society of Ontario.

18. ***Deliveries by the Vendor.*** The Vendor agrees to deliver to the Purchaser on or before the Closing Date the following:

- (a) deposit instructions or wire particulars for the Vendor's Solicitor's trust account and a signed direction permitting payment of the balance of the Purchase Price thereto;
- (b) a registrable transfer or deed of the Property;
- (c) a statement of adjustments;
- (d) an undertaking by the Vendor to readjust any errors or omissions from the statement of adjustments;
- (e) if applicable, the certificate regarding HST contemplated in Section 5 of this Agreement;
- (f) the statutory declaration regarding residency contemplated in Section 16 of this Agreement; and,
- (g) such other documents as may reasonably be required by the Purchaser and are customarily utilized for purchase and sale transaction involving similar property in the vicinity of the Property.

19. ***Deliveries by the Purchaser.*** The Purchaser agrees to deliver to the Vendor on or before the Closing Date the following:

- (a) the balance of the Purchase Price payable pursuant to this Agreement;
- (b) an undertaking by the Purchaser to readjust any errors or omissions from the statement of adjustments;
- (c) a signed direction identifying the name in which to engross the transfer or deed;
- (d) if applicable, the certificate regarding HST contemplated in Section 5 of this Agreement; and,

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- (e) such other documents as may reasonably be required by the Vendor and are customarily utilized for purchase and sale transactions involving similar property in the vicinity of the Property.
20. **Real Estate Commission.** The Parties each represent and warrant to the other that neither has engaged any real estate agent or broker in connection with the matters contemplated in this Agreement and, accordingly, no commissions are payable to any real estate agents or brokers. This representation and warranty shall survive and not merge on Closing.
21. **Time.** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by the Vendor and the Purchaser or by their respective solicitors who may be specifically authorized in that regard.
22. **Time and Date.** Any reference to a time and date in this Agreement shall mean the time and date where the Property is located.
23. **Entire Agreement.** This Agreement, including any Schedule attached hereto, shall constitute the entire Agreement between the Vendor and the Purchaser. There is no representation, warranty, collateral agreement, or condition which affects this Agreement other than as expressed herein.
24. **Interpretation.** This Agreement shall be read with all changes of gender or number required by the context. The division of this Agreement into sections and the insertion of headings are for convenience of reference only and do not affect the constitution or interpretation hereof.
25. **Recitals.** The Parties acknowledge and declare that the recitals constitute part of this Agreement and are true in substance and fact.
26. **Severability.** If any provision of this Agreement, or the application thereof to any circumstances, is held to be invalid or unenforceable, then the remaining provisions of this Agreement, or the application thereof to other circumstances, shall not be affected, and shall be valid and enforceable.
27. **Notices.** Unless stated otherwise in this Agreement, all notices required to be given pursuant to this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered personally, by email, or mailed by prepaid registered mail addressed to the Party to whom such notice is intended to be given at the following addresses:

For the Vendor:

The Corporation of the Town of Tillsonburg  
Attn: Tanya Daniels, Clerk  
10 Lisgar Avenue  
Tillsonburg, ON N4G 5A5

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Email: tdaniels@tillsonburg.ca

with a copy to:

Duncan, Linton LLP  
Attn: Adrian L. Rosu  
45 Erb Street East  
Waterloo, ON N2J 1L7  
Email: adrian@kwlaw.net

For the Purchaser:

Performance Communities Realty Inc.  
Attn: William R. Hayhoe  
1 Barrie Boulevard  
St. Thomas, ON N5P 4B9

with a copy to:

Andrew Hentz  
Lerners LLP  
88 Dufferin Avenue  
London, ON N6A 4G4

Any such notice so given or made will be deemed to have been given or made and to have been received on the day of delivery if emailed or delivered personally, or on the third (3<sup>rd</sup>) day following the date of mailing if delivered by prepaid registered mail, provided that in each case such day is a Business Day and the notice is so delivered or sent prior to 5:00 p.m. on such day. Otherwise, such notice will be deemed to have been given and made and to have been received on the next following Business Day.

28. **Assignment.** The Purchaser shall not assign any of its obligations, rights, title, or interest in or to any part of this Agreement or the transactions contemplated thereby without the prior written consent of the Vendor, which consent shall be in the Vendor's sole and unfettered discretion.
29. **Schedules.** The following Schedules are attached hereto and are hereby deemed to be incorporated into this Agreement by reference as though set forth in full:

Schedule "A": Description of the Property

In the event of any conflict or discrepancy between the terms and conditions of this Agreement and any Schedule attached hereto, the Schedule shall prevail.

30. **Counterparts.** This Agreement may be executed in any number of counterparts and by facsimile or other form of electronic transmission reproducing an original, each of

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which will be deemed to be an original, and such counterparts will constitute one and the same instrument.

31. ***Electronic Signatures.*** The Parties consent and agree to the use of electronic signatures pursuant to the *Electronic Commerce Act, 2000*, S.O. 2000, c. 17, as amended from time to time, with respect to this Agreement and any other documents respecting the transaction contemplated by this Agreement.

*[Remainder of page left blank. Signing page follows.]*

IN WITNESS WHEREOF, the Purchaser hereby makes this offer, which shall be irrevocable until the Irrevocable Date.

**PERFORMANCE COMMUNITIES  
REALTY INC.**

Per: <sup>Signed by:</sup> William Ralph Hayhoe  
Name: William R. Hayhoe  
Title: President

*I have authority to bind the corporation.*

The Vendor hereby accepts and agrees to the terms of this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2025.

**THE CORPORATION OF THE TOWN  
OF TILLSONBURG**

Per: \_\_\_\_\_  
Name: Deb Gilvesy  
Title: Mayor

Per: \_\_\_\_\_  
Name: Tanya Daniels  
Title: Clerk

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

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**SCHEDULE "A"**

**Description of the Property**

Firstly:

PART OF BLOCK 22, PLAN 41M-148, BEING DESIGNATED AS PART 1 ON PLAN 41R-10762; TOWN OF TILLSONBURG

Part of PIN: 00021-0346 (LT)

Secondly:

PART OF PARCEL A-1 SECTION M-16 BLOCK A ON PLAN M-16, BEING DESIGNATED AS PARTS 3 AND 4 ON PLAN 41R-10762; TOWN OF TILLSONBURG

Part of PIN: 00021-0160 (LT)

**THE CORPORATION OF THE TOWN OF TILLSONBURG  
BY-LAW 2025-023**

**A BY-LAW to authorize an encroachment agreement extension and amending agreement with the Canadian Broadcasting Corporation (CBC).**

**WHEREAS** the Canadian Broadcasting Corporation (CBC) (the “Encroaching Party”) proposes to exercise the second of two five (5) year renewal options established under the original encroachment agreement authorized by By-Law 3869 passed on the 12th day of January, 2015;

**AND WHEREAS** the Corporation of the Town of Tillsonburg deems it necessary and expedient to enter into an agreement with the Canadian Broadcasting Corporation (CBC).

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

1. THAT the agreement attached hereto as Schedule “A” forms part of this By-Law.
2. That the Mayor and Clerk be hereby authorized to execute the attached agreement marked 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 24th of February, 2025.**

---

MAYOR – Deb Gilvesy

---

DEPUTY CLERK – Amelia Jaggard



**ENCROACHMENT AGREEMENT EXTENSION AND AMENDING AGREEMENT**

**THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2025**

**B E T W E E N**

**THE CORPORATION OF THE TOWN OF TILLSONBURG**

**Hereinafter called the “Town”**

**OF THE FIRST PART;**

**AND**

**THE CANADIAN BROADCASTING CORPORATION**

**Hereinafter called the “Encroaching Party”**

**OF THE SECOND PART;**

**WHEREAS** the Encroaching Party proposes to exercise the second of two five (5) year renewal options established under the Original Agreement dated March 4, 2015;

**NOW THEREFORE** this Agreement witnesseth that in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree and covenant as follows:

1. The parties hereto confirm the accuracy and truth of the foregoing recitals.
2. The parties hereto agree that the Original Agreement is hereby extended for the Extension Term, commencing on April 1, 2025 and expiring on March 31, 2030
3. The annual licensing fee for the duration of the Extension Term shall be one thousand, three hundred dollars (\$1,300) per year.

Confidentiality:

4. Subject to the provisions of the Access to information Act, both parties shall ensure that non-public information owned by the other party and disclosed to a party, in any manner, in the course of the negotiation of this Agreement and/or contained within such Agreement shall remain confidential and not be disclosed

to any third party excepting its solicitors, advisors or agents or others for the purposes of interpreting or carrying out obligations under this Agreement or assessing the value of this Agreement, unless required by law. In the case of a voluntary disclosure the party which discloses the information to a third party shall remain responsible for any breach to this confidentiality provision or privacy provision by such third party. This provision shall remain five (5) years from the expiration of this Agreement

Access to Information:

- 5. The Licensor is subject to the Access to Information Act (Canada, R.S. 1985, c. A-1). As a consequence, records under the control of the Licensor may be subject to a request for access and be disclosed if no exclusion or exemption provided in the Act applies. This paragraph will not be interpreted as a waiver of the confidentiality obligations of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

**THE CANADIAN BROADCASTING CORPORATION**

per: \_\_\_\_\_

Corporate Director, Real Estate Transactions

per: \_\_\_\_\_

Finance and Administration

**THE CORPORATION OF THE TOWN OF TILLSONBURG**

per: \_\_\_\_\_

Deb Gilvesy, Mayor

per: \_\_\_\_\_

Amelia Jaggard, Deputy Clerk

I/We have the authority to bind the Corporation.

**THE CORPORATION OF THE TOWN OF TILLSONBURG**

**BY-LAW 2025-024**

**A BY-LAW to authorize an agreement of purchase and sale with Maurice J. Verhoeve Funeral Homes Burial and Cremation Services Inc.**

**WHEREAS** the Town of Tillsonburg is desirous of entering into an agreement of purchase and sale for lands located on the south side of Venison Street East described as part of Lot 994, Plan 500, and more particularly described as Part 2, Plan 41R-7347.

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

1. That the authorization is hereby given for the sale of those lands located on the south side of Venison Street East described as part of Lot 994, Plan 500, and more particularly described as Part 2, Plan 41R-7347, subject to those terms and provisions outlined within the offer of purchase and sale as attached hereto as Schedule A;
2. That the agreement of purchase and sale attached hereto as Schedule A forms part of this By-Law;
3. That the Mayor and Clerk be hereby authorized to execute the agreement of purchase and sale attached hereto as Schedule A on behalf of the Corporation of the Town of Tillsonburg and to execute any documents required to effect a transfer of the property described as the south side of Venison Street East described as part of Lot 994, Plan 500, and more particularly described as Part 2, Plan 41R-7347.
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 24th of February, 2025.**

---

MAYOR – Deb Gilvesy

---

DEPUTY CLERK – Amelia Jaggard



a binding contract of purchase and sale, otherwise the APS shall be null and void and all deposit monies paid shall be returned to the Purchaser without deduction.

5. Council Approval

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

6. Deed/Transfer

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

7. Completion Date

- (a) If a Plan (as hereinafter defined) is required to create a registrable description of the Property and/or any easements to be reserved in favour of the Vendor, The County of Oxford (the "**County**"), or a public utility company, then the closing of this transaction shall take place **on the first business day that is at least fourteen (14) days after the date that the Vendor provides written notice to the Purchaser that the Plan has been deposited with the Land Titles Office**, or such other date as mutually agreed upon (the "**Completion Date**" or "**Closing**"). If a Plan is not required to create a registrable description of the Property and/or any easements to be reserved in favour of the Vendor, the County, or a public utility company, then the Completion Date shall be **February 28, 2025**. On the Completion Date, the Vendor shall provide possession of the Property in "as is, where is" condition.

8. Documents, Reports and Information

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

### SECTION III - CONDITIONS, REPRESENTATIONS AND WARRANTIES

9. "As Is" Condition

- (a) The Purchaser acknowledges that it is acquiring the Property in "as is" condition and that it must satisfy itself **by the first business day that is at least 10 days prior to the Completion Date** regarding the condition of the Property including, but not limited to, all existing physical conditions of this Property, environmental conditions, fitness for any purpose, suitability for construction, soil bearing capacity for any building proposed, and the availability of municipal services and utilities necessary for the Purchaser's proposed use of the Property. The Purchaser acknowledges that the Vendor shall not be responsible for any physical deficiencies of the Property or for any past, present or future environmental liabilities and hereby waives any claims against the Vendor in respect of any environmental liabilities on the Property. The Purchaser agrees to sign a release and indemnity in favour of the Vendor on or before Closing with respect to the matters set out in this paragraph. If the Purchaser is for any reason whatsoever dissatisfied with the Property, it shall deliver written notice to that effect to the Vendor by no later than the time specified herein, and this Agreement shall be terminated and the deposit shall be returned to the Purchaser without interest or deduction. If the Vendor is notified that the condition of the Property is not satisfactory, then the Purchaser shall, prior to receiving its deposit monies back and prior to being entitled to a full release from the Vendor with respect to this Agreement, restore the Property to its original condition as it existed prior to such testing or inspection by the Purchaser, at the Purchaser's sole expense. If the Purchaser fails to deliver written notice to the Vendor within the time specified herein regarding this condition, this condition shall be deemed to have been waived by the Purchaser.

10. Other Conditions

- (a) This APS and completion of this transaction is subject to the conditions set out in Schedule "B".

Buyer's Initials

mgv

Seller's Initials

J

## 11. Investigation by the Purchaser

- (a) The Purchaser acknowledges having inspected the Property prior to executing the APS and understands that upon Acceptance by the Vendor, and subject to any conditions herein, there shall be a binding agreement of purchase and sale between the Purchaser and the Vendor. It shall be the Purchaser's responsibility to provide, at its own expense, any soil bearing capacity tests or environmental inspection, as may be required or desired, and the Vendor shall grant the Purchaser access for such testing or inspection at all reasonable times, on reasonable notice, for the purpose of conducting reasonable inspections.
- (b) The Purchaser acknowledges and confirms that nothing in this APS shall be interpreted or construed as the Vendor, its Council, or any other official of the Vendor granting consent, permission, or licence for the Purchaser to make encroachments on lands that are not included with the Property. The Purchaser undertakes to comply with all building, zoning, and other municipal by-laws and regulations applicable to the Property, including with respect to minimum setbacks of all improvements now or hereafter situated on the Property from any adjoining lands not owned by the Purchaser.

## 12. Future Use

- (a) The Vendor and the Purchaser agree that there is no condition, express or implied, representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful except as may be specifically stipulated elsewhere in this Agreement.

## 13. Provision of Plans

- (a) The Purchaser agrees and covenants that prior to the issuance of a building permit, the Purchaser shall provide to the Town of Tillsonburg a plan showing the location of the building(s) and outside storage, the front elevation of the building(s), the exterior building materials, the landscaping treatment and the screening of outside storage. The provisions of this paragraph shall survive Closing.

## 14. Reasonable Assistance

- (a) The Vendor agrees to provide reasonable assistance and co-operation to the Purchaser in obtaining the necessary approvals for the development of the Property subject to the Purchaser's compliance with all relevant building codes, by-laws, land use controls, any other statutory requirements and payment of the fees provided for in the Town of Tillsonburg's current fees by-law.

## 15. Property Not for Resale

- (a) The Purchaser represents and warrants to the Vendor that it is purchasing the Property for the purpose of consolidating the Property with the Purchaser's adjoining property and not for the purpose of resale of vacant land. The Purchaser shall take title to the Property in the same name(s) in which the Purchaser holds title to the lands adjoining the Property which are owned by the Purchaser, and the Purchaser shall not be entitled to direct title in any other manner.
- (b) If the parcel registers for the Property and the adjoining lands owned by the Purchaser are assigned the same Estate/Qualifier, then the Purchaser covenants to register such instrument(s) as may be required by the Land Titles Office to consolidate the Property with all adjoining lands owned by the Purchaser into one PIN, and to provide the Vendor with registration particulars of same as soon as possible following Closing. On or before Closing, the Purchaser's solicitor shall provide their personal undertaking to register such instrument(s) as may be required in the Land Titles Office to give effect to the matters contemplated in the preceding sentence and to provide the Vendor's solicitors with registration particulars thereof as soon as possible following Closing. This paragraph shall survive and not merge on Closing.
- (c) If required by the Vendor, at the Vendor's sole option, the Purchaser shall, on or before Closing, transfer to the Vendor a 1 x 1 foot parcel of land from the Purchaser's existing property at the Purchaser's expense, free and clear of any charges, liens or encumbrances excepting registered municipal agreements and restrictions or covenants, provided evidence of compliance with same has been provided to the Vendor. A registrable description of the parcel to be conveyed to the Vendor, if required, shall be drawn on the Plan, at the Purchaser's expense.

Buyer's Initials



Seller's Initials \_\_\_\_\_

#### SECTION IV - PRIOR TO COMPLETION DATE

16. Purchaser May Inspect the Property
- (a) The Purchaser, its agents and contractors shall be permitted to inspect the Property and any buildings as frequently as is reasonably necessary between the date of Acceptance and the Completion Date at reasonable times and upon reasonable notice to the Vendor.
17. Insurance
- (a) Pending Closing, the Vendor shall hold all insurance policies and the proceeds thereof in trust for the parties as their interest may appear and in the event of damage to the Property, unless such damage is caused by the Purchaser. The Purchaser may elect to either receive the proceeds of the insurance and complete the purchase or to cancel the APS and have all the deposit monies paid to the Vendor returned together with all interest earned thereon without deduction.

#### SECTION V - COMPLETING THE TRANSACTION

18. Examination of Title
- (a) Title to the Property shall be good and marketable and free from all encumbrances except for:
- (i) any registered restrictions or covenants that run with the Property, providing that such are complied with;
- (ii) any registered municipal agreements and registered agreements with public utility companies providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or public utility company;
- (iii) any minor easements for the supply of domestic utility or telecommunication services to the Property or adjacent properties; and,
- (iv) any service easements or rights-of-way to be reserved in favour of the Vendor, the County, or a public utility company and for any easements or rights-of-way registered on title and any minor encroachments shown on the survey or Reference Plan delivered to the Purchaser. Any required easement shall be in the form set out in Schedule "C".
- (b) If part or all of the Property constitutes a public highway, the Vendor shall be entitled to register a by-law stopping up and closing it as a public highway pursuant to section 34 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, against title to the Property, and the Purchaser agrees to accept title to the Property subject to such registered by-law.
- (c) The Purchaser is allowed **until the first business day that is at least 7 days prior to the Completion Date** to examine the title to the Property. If on or before this date the Purchaser furnishes the Vendor in writing with any valid objections: to the title; to any undisclosed outstanding work orders; to undisclosed non-compliance with the municipal by-laws or covenants and restrictions which run with the land and cannot be resolved before the Completion Date; as to any objection of which the Vendor shall be unable to remedy or correct by the Completion Date and which the Purchaser will not waive, then this APS shall, notwithstanding any intermediate acts or negotiations, be terminated and the deposit shall be returned to the Purchaser without interest or deduction and the Vendor and the Purchaser shall not be liable for any costs, damages, compensation or expenses.
19. Survey
- (a) The Purchaser acknowledges that a plan of subdivision or reference plan by an Ontario Land Surveyor may need to be deposited with the Land Titles Office (a "Plan") to create a registrable description of the Property and/or any easements to be reserved in favour of the Vendor, the County, or a public utility company.
20. Vendor to Discharge all Encumbrances

Buyer's Initials

Seller's Initials \_\_\_\_\_

- (a) The Vendor agrees to obtain and register at its own expense, on or before the Completion Date, a discharge of all liens, encumbrances, and mortgages now registered against the Property and not assumed by the Purchaser. The Vendor further covenants and agrees to discharge, on or before the Completion Date, any and all liens, chattel mortgages, assignments or any other security interest given by the Vendor against any chattels or fixtures being conveyed to the Purchaser pursuant to this APS.

#### 21. Harmonized Sales Tax

- (a) If the sale of the Property is subject to the Harmonized Sales Tax (HST) under the *Excise Tax Act*, R.S.C., 1985, c. E-15 (the "**Act**") then such tax shall be in addition to the Purchase Price. The Vendor shall provide the Purchaser with its HST Business Number. The Purchaser shall pay to the Vendor any HST imposed under the Act payable in connection with the transfer of the Property to the Purchaser, or as it may direct, unless the Purchaser or its nominee, or its assignee, provides:
- (i) a certificate on or before the Completion Date containing a representation and warranty to the Vendor that:
- (1) it is registered for the purpose of the HST on the Completion Date and specifying the HST registration number;
  - (2) it will self-assess the HST on its GST/HST return or file the prescribed form pursuant to subsection 228(4) of the Act in connection with the purchase of the Property;
  - (3) the Property transferred pursuant to this APS is being purchased by the Purchaser, or its nominee or assignee, as principal for its own account and is not being purchased by the Purchaser as agent, trustee or otherwise on behalf of or for another person, and does not constitute a supply of residential complex made to an individual for the purpose of paragraph 221(2)(b) of the Act; and,
  - (4) an indemnity, indemnifying and saving harmless the Vendor from any HST payable on this transaction and penalty and interest relating to HST.

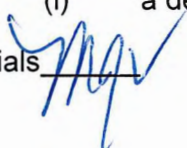
#### 22. Adjustments

- (a) The Vendor agrees that all deposits, if any, held by the Vendor not including interest thereon shall be credited to the Purchaser in the Statement of Adjustments prepared for the Completion Date.
- (b) Any rents, mortgage, interest, taxes, local improvements, water and assessment rates shall be apportioned and allowed to the Completion Date, the day itself to be apportioned to the Purchaser.
- (c) The Purchaser shall pay the Vendor's actual costs associated with any matter arising from or in any way connected to this APS, including, without limiting the generality of the foregoing, the Vendor's legal, surveying, and appraisal costs associated with creating and reviewing this APS, creating a registrable description for the Property, registering any instruments against title to the Property as are contemplated in this APS, and completing the transaction contemplated in this APS (collectively, the "**Vendor's Costs**"). The Purchaser shall pay on Closing any and all of the Vendor's Costs listed by the Vendor on the statement of adjustments prepared by the Vendor for Closing, which are known to the Vendor at the time of preparing same. The Purchaser shall undertake to pay any and all of the Vendor's Costs which are not listed on the statement of adjustments prepared by the Vendor for Closing within thirty (30) days following written demand by the Vendor, provided such demand is made no later than the first (1<sup>st</sup>) anniversary following the Closing Date. This paragraph shall survive and not merge on Closing.

#### 23. Deliveries by the Vendor to The Purchaser on Closing

- (a) The Vendor covenants and agrees to deliver to the Purchaser on the Completion Date, all such deliveries to be a condition of the Purchaser's obligation to close this transaction, the following:
- (i) a deed/transfer of the Property;

Buyer's Initials



Seller's Initials \_\_\_\_\_



- (ii) if applicable, a duplicate copy of the Plan deposited with the Land Titles Office;
- (iii) a Statutory Declaration by an authorized officer of the Vendor stating that accurateness and truthfulness of all of its representations and warranties herein;
- (iv) a Statutory Declaration by an authorized officer of the Vendor as to possession of the Property in a form acceptable to the solicitors for the Purchaser;
- (v) a Statutory Declaration by an authorized officer of the Vendor that it is not now, and upon completion will not be, a "non-resident person" within the meaning and for the purpose of Section 116 of the *Income Tax Act*, R.S.C., 1985, c. 1 (5th Supp.) as amended;
- (vi) certified copies of all appropriate certificates, by-laws and other documents of Vendor authorizing the transaction herein; and,
- (vii) such further documentation and assurances as the Purchaser may reasonably require to complete the transaction contemplated by the APS.

24. Deliveries by the Purchaser to the Vendor on Closing

- (a) The Purchaser covenants and agrees to deliver to the Vendor on the Completion Date, all such deliveries to be a condition of the Vendor's obligation to close this transaction, the following:
  - (i) if required by the Vendor, a transfer/deed of a 1 x 1 foot parcel of the Purchaser's adjoining property, together with a statutory declaration pertaining to those matters usually contained in a statutory declaration of possession for real estate transactions in the Province of Ontario;
  - (ii) the balance of the Purchase Price payable pursuant to this Agreement;
  - (iii) an undertaking by the Purchaser to readjust any errors in or omissions from the statement of adjustments;
  - (iv) if applicable, the certificate regarding HST contemplated in section 21 of this APS;
  - (v) an undertaking by the Purchaser to pay the Vendor's Costs pursuant to paragraph 22(c) of this APS;
  - (vi) the release and indemnity contemplated in section 9 of this APS;
  - (vii) if applicable, an undertaking by the Purchaser's solicitor concerning the matters contemplated in paragraph 15(b) of this APS;
  - (viii) a "bring-down" certificate confirming the continuing truth and completeness of the representations and warranties made by the Purchaser in this APS; and,
  - (ix) such other documents as may reasonably be required by the Vendor and are customarily utilized for purchase and sale transactions involving similar commercial property in the vicinity of the Property.

25. Deed/Transfer

- (a) The Deed or Transfer of the Property will be prepared by the Vendor at the expense of the Purchaser in a form acceptable to the solicitors for the Purchaser and the Purchaser will pay all Land Transfer Tax, Harmonized Sales Tax and other costs in connection with the registration of it.

26. Electronic Registration

- (a) The parties agree that the transaction shall be completed by electronic registration pursuant to Part III of the *Land Registration Reform Act*, R.S.O. 1990, c.L.4 as amended. The parties acknowledge and agree that the delivery and release of documents may, at the discretion of the lawyer: a) not occur contemporaneously with the registration of the transfer/deed and other registrable documentation, and b) be subject to conditions whereby the lawyer receiving documents and/or money will be required to hold them in trust and not release them except in accordance with the terms of a written agreement between the lawyers entered into in the form of the Document

Buyer's Initials \_\_\_\_\_

Seller's Initials \_\_\_\_\_

Registration Agreement adopted by the Joint LSUC-OBOA Committee on Elective Registration of Title Documents.

**SECTION VI - MISCELLANEOUS**

- 27. Entire Agreement
  - (a) There is no representation, warranty, collateral agreement or condition affecting this Agreement of the Property other than expressed herein.
- 28. Acceptance by Fax or Email
  - (a) The Purchaser and Vendor acknowledge and agree that the communication of this Agreement of Purchase and Sale may be transmitted by way of facsimile or electronic mail, and that they agree to accept such signatures and documents to be legal and binding upon them.
- 29. Counterparts
  - (a) This Agreement may be signed in any number of counterparts, each of which is considered to be an original, and all of which are considered to be the same documents.
- 30. Tender
  - (a) Any tender of documents or moneys hereunder may be made upon the solicitor acting for the party upon whom tender is desired, and it shall be sufficient that a negotiable, certified cheque or bank draft may be tendered instead of cash.
- 31. Time of Essence
  - (a) Time shall be of the essence of this Agreement.
- 32. Planning Act
  - (a) This Agreement shall be effective only if the provisions of Section 50 of the *Planning Act*, R.S.O. 1990, c.P.13, as amended are complied with.
- 33. Notices
  - (a) All notices in this Agreement shall be in writing and shall be deemed to have been given if delivered by hand or mailed by ordinary mail, postage prepaid, addressed to the solicitor for the person to whom such notice is intended to be given at the following addressed:

**Solicitors for the Vendor:**

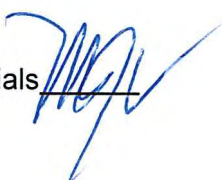
Duncan, Linton LLP  
ATTENTION: Adrian L. Rosu  
45 Erb Street East  
Waterloo, ON N2J 1L7  
Fax: (519) 886-8651

with a copy delivered to:

The Corporation of the Town of Tillsonburg  
ATTENTION: Development Commissioner  
10 Lisgar Avenue  
Tillsonburg, ON N4G 5A5  
Fax: 519-842-9431

**Solicitors for the Purchaser:**

Mandryk & Morgan  
ATTENTION: James Morgan  
40 Brock Street  
Tillsonburg, ON N4G 2A2  
Fax: 519-842-4228  
jmorgan@execulink.com

Buyer's Initials 

Seller's Initials \_\_\_\_\_

If mailed, such notices must also be given by facsimile transmission on the date it was so mailed. If so given, such notices shall be deemed to have been received on the first business day following the date it was delivered or marked mailed out.

34. Schedules

- (a) The following Schedules shall form an integral part of this Agreement:
  - (i) Schedule "A" Description of the Property;
  - (ii) Schedule "B" Conditions; and,
  - (iii) Schedule "C" Terms of Easement.

35. Successors and Assigns

- (a) The Purchaser shall not assign any of its obligations, rights, title, or interest in or to any part of this APS or the transactions contemplated thereby without the prior written consent of the Vendor, which consent shall be in the Vendor's sole and unfettered discretion.

36. Severability

- (a) If any provision of this Agreement, or the application thereof to any circumstances, shall be held to be invalid or unenforceable, then the remaining provisions of this Agreement, or the application thereof to other circumstances, shall not be affected, and shall be valid and enforceable.

**IN WITNESS WHEREOF** the Purchaser has executed this Agreement:

Dated at Tillsonburg, Ontario Ontario this 16 day of December, 2024.

\*\*

Per: Maurice J. Verhoeve  
 Name:  
 Title:  
Owner  
 Name: Maurice J. Verhoeve Funeral Homes - Burial and Cremation Services Inc.  
 Title:

I/We have authority to bind the Corporation.

The Vendor hereby accepts this Agreement according to its terms.

Dated at Tillsonburg, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**IN WITNESS WHEREOF** the Vendor has executed this Agreement:

**The Corporation of the Town of Tillsonburg**

\_\_\_\_\_  
Deb Gilvesy  
Mayor

\_\_\_\_\_  
Tanya Daniels  
Clerk

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

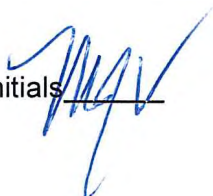
Buyer's Initials MAJ

Seller's Initials \_\_\_\_\_

**SCHEDULE "A" - LEGAL DESCRIPTION OF THE PROPERTY**

Town of Tillsonburg in the County of Oxford, being Part of Lot 994 994 Plan 500 being Part 2 on 41R-7347. The estimated area of the Property is 3368.605 square feet, more or less.

Buyer's Initials \_\_\_\_\_



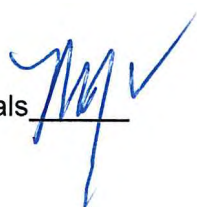
Seller's Initials \_\_\_\_\_

**SCHEDULE "B" – PURCHASER CONDITIONS**

1. The transaction of purchase and sale contemplated herein shall be subject to the fulfillment of the following terms and conditions on or before \_\_\_\_\_, which terms and conditions are for the exclusive benefit of the Purchaser and may be waived in whole or in part by the Purchaser. If the conditions are not fulfilled or waived then the deposit shall be returned and Agreement arising from the offer shall be at an end and all parties released from their obligations:

NIL

Buyer's Initials \_\_\_\_\_



Seller's Initials \_\_\_\_\_

**SCHEDULE "C" – TERMS OF EASEMENT**

In the easterly part of the Property is a sidewalk that encroaches onto the Property. The purpose of the sidewalk is provide a pedestrian fire access route from the building to the southeast of the Property to Venison Street. If required the parties agree to enter into an encroachment agreement on closing to permit the continued location and use of the sidewalk as a fire route. The Vendor to provide the draft of the easement agreement, if required, at the Vendor's sole cost.

Buyer's Initials           



Seller's Initials

**THE CORPORATION OF THE TOWN OF TILLSONBURG**

**BY-LAW 2025-025**

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

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

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

1. That Schedule "A" to By-Law Number 3295, as amended, is hereby 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 24th of February, 2025.**

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MAYOR – Deb Gilvesy

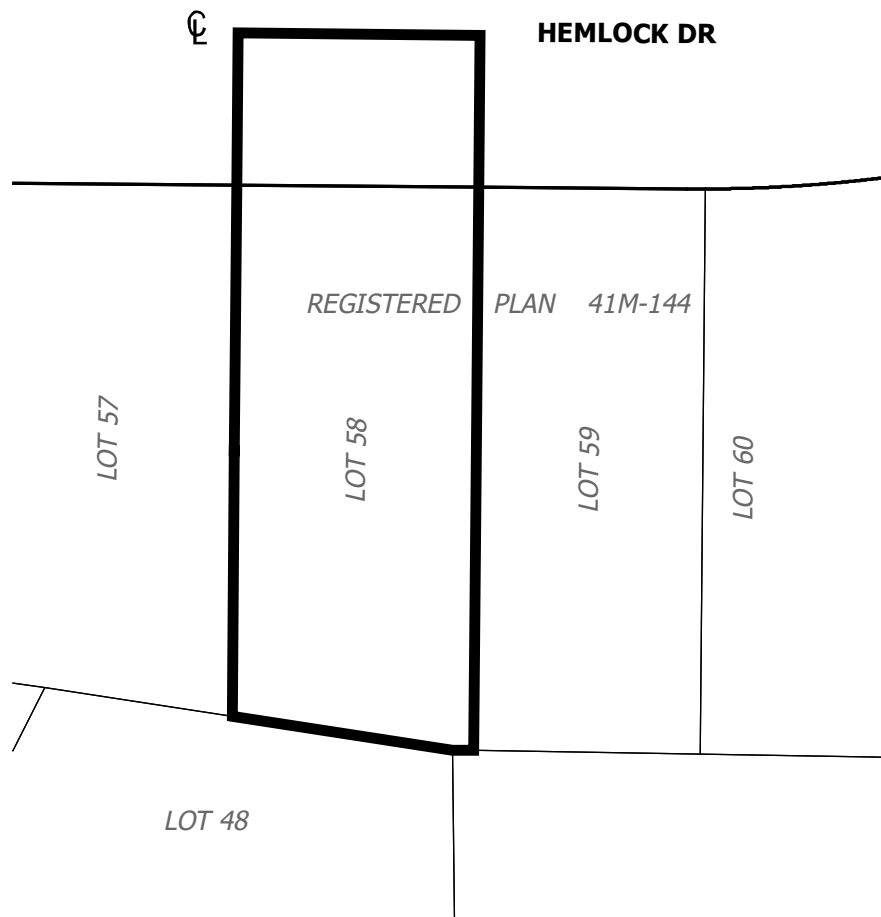
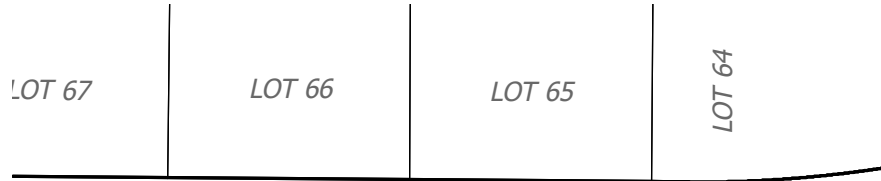
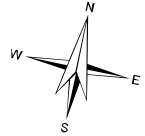
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DEPUTY CLERK – Amelia Jaggard

# SCHEDULE "A"

TO BY-LAW No. 2025-025

LOT 58, REGISTERED PLAN 41M-144  
TOWN OF TILLSONBURG



AREA OF ZONE CHANGE TO R1A

NOTE: ALL DIMENSIONS IN METRES



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Information Services ©2024

THIS IS SCHEDULE "A"

TO BY-LAW No. 2025-025, PASSED

THE 24 DAY OF February, 2025

\_\_\_\_\_  
MAYOR - Deb Gilvesy

\_\_\_\_\_  
DEPUTY CLERK - Amelia Jaggard



**THE CORPORATION OF THE TOWN OF TILLSONBURG**

**BY-LAW 2025-026**

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

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

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

1. That Schedule "A" to By-Law Number 3295, as amended, is hereby 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 24th of February, 2025.**

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MAYOR – Deb Gilvesy

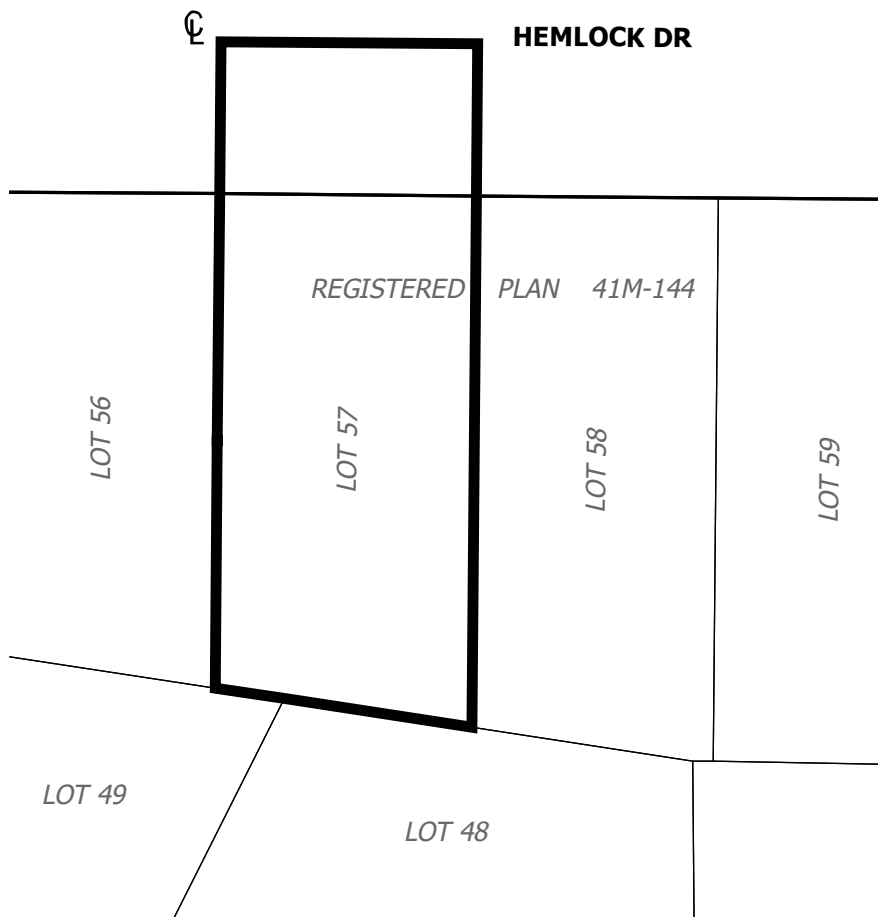
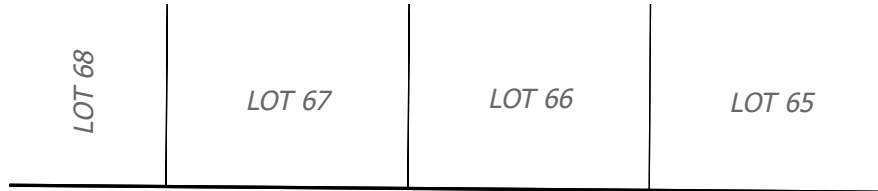
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DEPUTY CLERK – Amelia Jaggard

# SCHEDULE "A"

TO BY-LAW No. 2025-026

LOT 57, REGISTERED PLAN 41M-144  
TOWN OF TILLSONBURG



AREA OF ZONE CHANGE TO R1A

NOTE: ALL DIMENSIONS IN METRES

THIS IS SCHEDULE "A"

TO BY-LAW No. 2025-026, PASSED

THE 24 DAY OF February, 2025



**Growing stronger together**

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Information Services ©2024

\_\_\_\_\_  
MAYOR - Deb Gilvesy

\_\_\_\_\_  
DEPUTY CLERK - Amelia Jaggard

**THE CORPORATION OF THE TOWN OF TILLSONBURG  
BY-LAW 2025-021**

**A BY-LAW to confirm the proceedings of Council at its meeting held on FEBRUARY 24, 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 24, 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 24th of February, 2025.**

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MAYOR – Deb Gilvesy

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DEPUTY CLERK – Amelia Jaggard