

# The Corporation of the Town of Tillsonburg

## Council Meeting

### AGENDA



Monday, January 25, 2021

4:30 PM

Electronic Meeting

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1. Call to Order

2. Closed Session (4:30 p.m.)

Proposed Resolution #1

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

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

THAT Council move into Closed Session to consider two proposed or pending acquisition or disposition of land by the municipality or local board.

2.1. Adoption of Agenda

2.2. Adoption of Closed Session Council Minutes

2.3. Reports

2.3.1. 239 (2) (c) a proposed or pending acquisition or disposition of land by the municipality or local board;

2.3.2. 239 (2) (c) a proposed or pending acquisition or disposition of land by the municipality or local board;

2.4. Back to Open Session

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

Proposed Resolution #2

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

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

THAT the Agenda as prepared for the Council meeting of January 25, 2021, be approved.

4. **Moment of Silence**
5. **Disclosures of Pecuniary Interest and the General Nature Thereof**
6. **Adoption of Council Minutes of Previous Meeting**

Proposed Resolution #3

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

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

THAT the minutes of the regular Council meetings held on January 11, 2021 and January 18, 2021, and the minutes of the Council Budget meeting held on January 18, 2021, be approved.

7. **Presentations**
8. **Public Meetings**
9. **Planning Reports**
10. **Delegations**

10.1. **Tillsonburg BIA - Request for BIA tax adjustment to be allocated to “tax stabilization reserve”**

Mark Renaud, Executive Director, Tillsonburg BIA

Proposed Resolution #4

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

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

THAT Council receives the Tillsonburg BIA delegation, as information.

11. **Deputation(s) on Committee Reports**
12. **COVID-19**
13. **Information Items**

13.1. **Tillsonburg Horticultural Society Thank You Letter**

Proposed Resolution #5

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

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

THAT Council receives the correspondence from the Tillsonburg Horticultural Society dated January 21, 2021, as information.

## 14. Staff Reports

### 14.1. Chief Administrative Officer

### 14.2. Clerk's Office

#### 14.2.1. CLK 21-03 BIA Expansion Request

Proposed Resolution #6

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

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

THAT Council receives the report BIA's Boundary Expansion Request;

AND direct staff regarding next steps.

#### 14.2.2. CLK 21-04 Inclement Weather Policy

Proposed Resolution #7

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

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

THAT the Inclement Weather Policy be adopted and that the CAO be given the authority to close certain facilities in the case of certain adverse weather conditions.

### 14.3. Development and Communication Services

#### 14.3.1. DCS 21-01 Community Improvement Plan Application - 38 Ridout St W

Proposed Resolution #8

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

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

THAT Council receives report DCS 21-01 Community Improvement Plan Application – 38 Ridout Street West;

AND THAT the 38 Ridout Street West property be approved for an additional Accessibility Renovation Grant of \$10,000.

#### 14.3.2. DSC 21-02 Animal Care and Control By-Law

Proposed Resolution #9

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

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

THAT Council receives report DCS 21-02 Animal Care and Control By-Law for information;

AND THAT a By-Law to regulate the licensing and control of animals in the Town of Tillsonburg be brought forward for Council's consideration.

**14.3.3. DCS 21-03 Offers to Purchase - 29 Cedar Street Property**

Proposed Resolution #10

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

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

THAT Council receives report DCS 21-03 Offers to Purchase – 29 Cedar Street Property;

AND THAT a By-Law be brought forward to authorize the Mayor and Clerk to enter into an agreement of purchase and sale with East Elgin Concrete Forming Limited for the property described as part of Lot 22, Plan 966, and more specifically described as Parts 2 and 3 on the draft reference plan;

AND THAT a By-Law be brought forward to authorize the Mayor and Clerk to enter into an agreement of purchase and sale with Trevor and Lynn Mudford for the property described as part of Lot 22, Plan 966, and more specifically described as Part 1 on the draft reference plan.

**14.4. Finance**

**14.4.1. FIN 21-06 2020 Annual Investment Report**

Proposed Resolution #11

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

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

THAT Council receives report FIN 21-06 2020 Annual Investment Report as information.

**14.5. Fire and Emergency Services**

**14.6. Operations**

**14.6.1. OPS 21-02 Airport Hangar Land Lease Taxiway G1 Lot 5 Leahy**

Proposed Resolution #12

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

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

THAT Council receives report OPS 21-02 Airport Hangar Land Lease Taxiway G1 Lot 5;

AND THAT a By-law to execute the Hanger Land Lease Agreement for Taxiway G1 Lot 5 with Escalade Property Corp. be brought forward for



Council consideration.

## **14.7. Recreation, Culture & Park Services**

### **14.7.1. RCP 21-02 New Cemetery Bylaw**

Proposed Resolution #13

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

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

THAT report RCP 21-02 New Cemetery By-Law, be received as information;

AND THAT a By-Law to govern the operations of the Tillsonburg Cemetery, and to repeal By-Law 3640, be brought forward for Council's consideration;

AND THAT in accordance with the Funeral, Burial, and Cremation Services Act, 2002, the provisions of this By-Law shall come into force and take effect upon the date of approval of this By-Law by the Registrar of the Funeral, Burial and Cremation Services Act.

### **14.7.2. RCP 21-03 John and Liz Lessif Lake Lisgar Water Quality Legacy Gift Agreement**

Proposed Resolution #14

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

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

THAT report RCP 21-03 John & Liz Lessif – Lake Lisgar Water Quality Legacy Gift Agreement, be received as information;

AND THAT Council acknowledge the generous gesture put forward by John & Liz Lessif to be utilized for the future care and improvement to Lake Lisgar within the Town of Tillsonburg;

AND THAT Council enact a By-Law to establish “The John & Liz Lessif Lake Lisgar Water Quality Legacy Gift Agreement” as outlined within this report.

## **15. New Business**

## **16. Consideration of Committee Minutes**

### **16.1. Committee Minutes**

Proposed Resolution #15

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

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

THAT Council receive the Economic Development Advisory Committee minutes dated January 12, 2021 and the Tillsonburg Airport Advisory Committee minutes dated November 19, 2020, as information.

## **16.2. Long Point Region Conservation Authority Minutes**

Proposed Resolution #16

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

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

THAT Council receive the Long Point Region Conservation Authority minutes dated December 2, 2020, as information.

## **17. Motions/Notice of Motions**

## **18. Resolutions/Resolutions Resulting from Closed Session**

## **19. By-Laws**

**19.1. A By-Law to amend Zoning By-Law Number 3295, as amended (ZN 7-20-17)**

**19.2. A By-Law to amend Zoning By-Law Number 3295, as amended (ZN 7-20-18)**

**19.3. A By-Law to authorize an agreement with the Tillsonburg Fire Fighters Association**

**19.4. A By-Law to regulate licensing and control of animals in the Town of Tillsonburg**

**19.5. A By-Law to authorize an agreement of purchase and sale with East Elgin Concrete Forming Limited**

**19.6. A By-Law to authorize an agreement of purchase and sale with Trevor and Lynn Mudford**

**19.7. A By-law to authorize a Hanger Land Lease Agreement with Escalade Property Corp.**

**19.8. A By-Law to govern the operations of the Tillsonburg Cemetery and to repeal By-Law 3640**

**19.9. A By-Law to establish The John and Liz Lessif Lake Lisgar Water Quality Legacy Gift Agreement**

Proposed Resolution #17

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

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

THAT A By-Law to amend Zoning By-Law Number 3295, as amended (ZN 7-20-17);

and

A By-Law to amend Zoning By-Law Number 3295, as amended (ZN 7-20-18); and

A By-Law to authorize an agreement with the Tillsonburg Fire Fighters Association;  
and

A By-Law to regulate licensing and control of animals in the Town of Tillsonburg;  
and

A By-Law to authorize an agreement of purchase and sale with East Elgin Concrete Forming Limited; and

A By-Law to authorize an agreement of purchase and sale with Trevor and Lynn Mudford; and

A By-law to authorize a Hanger Land Lease Agreement with Escalade Property Corp.; and

A By-Law to govern the operations of the Tillsonburg Cemetery and to repeal By-Law 3640; and

A By-Law to establish The John and Liz Lessif Lake Lisgar Water Quality Legacy Gift Agreement, be read for a first, second, third and final reading and that the Mayor and the Clerk be and are hereby authorized to sign the same, and place the corporate seal thereunto.

**20. Confirm Proceedings By-law**

Proposed Resolution #18

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

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

THAT By-Law 2021-009, to Confirm the Proceedings of the Council meeting held on January 25, 2021, be read for a first, second, third and final reading and that the Mayor and the Clerk be and are hereby authorized to sign the same, and place the corporate seal thereunto.

**21. Items of Public Interest**

**22. Adjournment**

Proposed Resolution #19

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

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

THAT the Council meeting of January 25, 2021 be adjourned at \_\_\_\_ p.m.

# The Corporation of the Town of Tillsonburg

## Council Meeting

### MINUTES



Monday, January 11, 2021  
4:00 PM  
Electronic Meeting

ATTENDANCE: Mayor Molnar  
Deputy Mayor Beres  
Councillor Esseltine  
Councillor Gilvesy  
Councillor Luciani  
Councillor Parker  
Councillor Rosehart

Staff: Kyle Pratt, Chief Administrative Officer  
Michelle Smibert, Town Clerk  
Sheena Pawliwec, Acting Treasurer  
Chris Baird, Director of Recreation, Culture and Parks  
Carlos Reyes, Director of Operations  
Brad Lemaich, Fire Chief  
Amelia Jaggard, Deputy Clerk

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#### 1. Call to Order

The meeting was called to order at 4:00 p.m.

#### 2. Closed Session (4:00 p.m.)

##### Resolution # 2021-001

**Moved By:** Councillor Esseltine

**Seconded By:** Councillor Luciani

THAT Council move into Closed Session to consider four personal matters about identifiable individuals, including Town employees.

**Carried**

**2.1 Adoption of Agenda**

**2.2 Adoption of Closed Session Minutes**

**2.3 Reports**

**2.3.1 239 (2) (b) personal matters about identifiable individuals, including municipal or local board employees;**

**2.3.2 239 (2) (b) personal matters about identifiable individuals, including municipal or local board employees;**

**2.3.3 239 (2) (b) personal matters about identifiable individuals, including municipal or local board employees;**

**2.3.4 239 (2) (b) personal matters about identifiable individuals, including municipal or local board employees;**

**2.4 Back to Open Session**

**3. Adoption of Agenda (6:00 p.m.)**

**Resolution # 2021-002**

**Moved By:** Councillor Esseltine

**Seconded By:** Councillor Parker

THAT the Agenda as prepared for the Council meeting of January 11, 2021, be adopted.

**Carried**

**4. Moment of Silence**

**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 # 2021-003**

**Moved By:** Councillor Rosehart

**Seconded By:** Councillor Gilvesy

THAT the minutes of the Council meetings held on December 14, 2020 and December 16, 2020, be approved.

**Carried**

## **7. Presentations**

### **7.1 Boulevard Strategy Re: Strategic Plan Kick off Meeting**

Erin O'Hoski, Boulevard Strategy, was present to provide an overview of the Town of Tillsonburg Strategic Plan project launch.

Opportunity was provided for comments and questions for Council.

It was asked if Town advisory committees would be consulted.

**Resolution # 2021-004**

**Moved By:** Deputy Mayor Beres

**Seconded By:** Councillor Luciani

THAT the presentation by Boulevard Strategy be received as information.

**Carried**

## **8. Public Meetings**

## **9. Planning Reports**

## **10. Delegations**

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

## **12. COVID-19**

Mayor Molnar provided an overview/update of the current situation in Tillsonburg and also the outbreak at the Maplewood Manor.

## **13. Information Items**

### **13.1 Ministry of Energy, Northern Development and Mines Re: Revoked Ontario Reg 355/17**

**Resolution # 2021-005**

**Moved By:** Councillor Gilvesy

**Seconded By:** Councillor Rosehart

THAT Council receives the correspondence from the Ministry of Energy, Northern Development and Mines dated January 2, 2021, as information.

**Carried**

**14. Mayor's Reports**

**14.1 MYR 21-01 CAO Performance Appraisal**

**Resolution # 2021-006**

**Moved By:** Councillor Parker

**Seconded By:** Councillor Esseltine

THAT Council receives Report MYR 21-01;

AND FURTHER THAT Council endorses the recommendations for the identified Goals and Objectives as provided by the CAO;

AND FURTHER THAT Council endorses amendment to the recommended Remuneration as recommended by the Review Committee;

AND FURTHER THAT the CAO Performance Review Committee work with the CAO to prepare an updated Performance Appraisal Process for Council's Consideration.

**Carried**

**15. Staff Reports**

**15.1 Chief Administrative Officer**

**15.2 Clerk's Office**

**15.2.1 CLK 21-01 Funding for Tillsonburg 150**

**Resolution # 2021-007**

**Moved By:** Councillor Esseltine

**Seconded By:** Councillor Luciani

THAT the unspent \$6,000 Cultural Grants Funding (2020) be transferred to the Recreation, Culture and Parks reserve.

**Carried**

**15.2.2 CLK 21-02 Council Meeting January 18, 2021**

**Resolution # 2021-008**

**Moved By:** Councillor Gilvesy

**Seconded By:** Councillor Rosehart

THAT January 18, 2021 at 2:00 p.m. be scheduled as a Council Meeting to deal with the Oxford County service delivery review.

**Carried**

### **15.3 Development and Communication Services**

### **15.4 Finance**

#### **15.4.1 Budget Deliberations**

##### **15.4.1.1 FIN 21-03 Summary of 2021 Budget Changes**

Staff indicated that an adjustment has been made to staff wages that results in a reduction of this line item by \$100,000.

##### **Resolution # 2021-009**

**Moved By:** Councillor Rosehart

**Seconded By:** Councillor Gilvesy

THAT the 2021 Budget and Business Plans be brought forward for consideration.

**Carried**

Motion deferred from meeting on December 16, 2020.

Prior to tabling the motion, Councillor Gilvesy asked what the total surplus was as of December 31, 2020.

Staff confirmed that a final surplus value would be confirmed with the 2020 year end financial statements, and at that time a recommendations for distribution of surplus dollars in accordance with surplus policy. Staff provide assurance that the surplus would be over \$400,000 following any adjustments and transfer to reserve funds for building and parking.

##### **Resolution # 2021-010**

**Moved By:** Councillor Gilvesy

**Seconded By:** Councillor Parker



THAT \$150,000 of surplus dollars from the 2020 budget be carried forward and used as part of the taxation dollar requirement in the 2021 budget to aid in reducing and mitigating the tax rate to local ratepayers.

Councillor Parker called for a recorded vote.

Councillor Parker - Yes

Councillor Rosehart - Yes

Deputy Mayor Beres - No

Councillor Esseltine - No

Councillor Gilvesy - Yes

Councillor Luciani - No

Mayor Molnar - Yes

**Carried.**

#### **15.4.1.2 FIN 21-04 2021 Final Budget and Departmental Business Plans**

##### **Resolution # 2021-011**

**Moved By:** Councillor Esseltine

**Seconded By:** Councillor Parker

THAT an amendment to the funding source for project X51 general aviation road be funded through tax rate stabilization reserve to be replenished after the sale of Town owned lands near the airport.

**Carried**

Staff were asked to provide an updated tax levy requirement.

##### **Resolution # 2021-012**

**Moved By:** Councillor Gilvesy

**Seconded By:** Councillor Parker

THAT the incremental 2021 County grant for the Tillsonburg Airport in the amount of \$45,000 be contributed to the 2021 operating budget.

**Carried**

Staff noted that given the adjustments following the summary budget report, the budget is at a .83% budget levy increase and a .95% rate decrease over the 2020 budget.

**Resolution # 2021-013**

**Moved By:** Councillor Luciani

**Seconded By:** Deputy Mayor Beres

THAT the 2021 Budget in the amount of \$16,730,747 from taxation be adopted;

AND THAT a By-Law be brought forward setting the 2021 Property Tax Rates at a future meeting.

**Carried**

**15.4.2 FIN 21-01 2021 Interim Tax Levy Report and Bylaw**

**Resolution # 2021-014**

**Moved By:** Councillor Parker

**Seconded By:** Councillor Esseltine

THAT the 2021 Interim Tax Levy By-Law be brought forward for Council's consideration.

**Carried**

**15.4.3 FIN 21-02 2021 Rates and Fees By-Law**

**Resolution # 2021-015**

**Moved By:** Deputy Mayor Beres

**Seconded By:** Councillor Esseltine

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

**Carried**

**15.4.4 FIN 21-05 2021 Borrowing By-Law**

**Resolution # 2021-016**

**Moved By:** Councillor Esseltine

**Seconded By:** Councillor Parker

THAT a By-Law to authorize the borrowing of money to meet current expenditures of the Town of Tillsonburg for the 2021 fiscal year be brought forward for Council's consideration.

**Carried**

**15.5 Fire and Emergency Services**

**15.6 Operations**

**15.6.1 OPS 21-01 Transfer Payment Agreement for Municipal Transit Enhanced Cleaning**

**Resolution # 2021-017**

**Moved By:** Councillor Gilvesy

**Seconded By:** Councillor Rosehart

THAT the Town of Tillsonburg enter into a Transfer Payment Agreement with the Province of Ontario for the Municipal Transit Enhanced Cleaning;

AND THAT a By-Law be brought forward to authorize the Mayor and Clerk to sign the Transfer Payment Agreement.

**Carried**

**15.7 Recreation, Culture & Park Services**

**15.7.1 RCP 21-01 CSC Facade Replacement Award of Tender**

Opportunity was provided for comments and questions from Council.

Staff to confirm whether or not sliding doors are to be installed.

**Resolution # 2021-018****Moved By:** Councillor Luciani**Seconded By:** Deputy Mayor Beres

THAT Council awards the lowest tender to PK Construction, in the amount of \$403,230.00 exclusive of applicable taxes.

**Carried****16. New Business****17. Consideration of Committee Minutes****17.1 Committee Minutes****Resolution # 2021-019****Moved By:** Deputy Mayor Beres**Seconded By:** Councillor Luciani

THAT Council receives the Economic Development Advisory Committee minutes dated December 8, 2020, as information.

**Carried****18. Motions/Notice of Motions****Resolution #****Moved By:** Councillor Gilvesy

THAT any surplus funds from the 2020 budget be added to the Tax Rate Stabilization Fund.

The motion was withdrawn.

Opportunity was provided for comments and questions from Council.

**Resolution # 2021-020****Moved By:** Councillor Parker**Seconded By:** Councillor Gilvesy

THAT staff be directed to complete a report (Including costing) in regards to moving the styrofoam, plastic bag and cardboard recycling bins to the yard waste side of the Transfer Station.

**Carried**

**19. Resolutions/Resolutions Resulting from Closed Session****20. By-Laws**

- 20.1 By-Law 2021-002, to authorize a waste management agreement and to repeal By-Law 3319**
- 20.2 By-Law 2021-003, to provide for an Interim Tax Levy for the year 2021**
- 20.3 By-Law 2021-004, to provide a schedule of fees for certain municipal applications, services and permits**
- 20.4 By-Law 2021-005, to authorize the borrowing of money during the fiscal year ending December 31, 2021**
- 20.5 By-Law 2021-006, to authorize an agreement with the Province of Ontario (MTEC)**

**Resolution # 2021-021****Moved By:** Councillor Parker**Seconded By:** Councillor Esseltine

THAT By-Law 2021-002, to authorize a waste management agreement and to repeal By-Law 3319;

By-Law 2021-003, to provide for an Interim Tax Levy for the year 2021;

By-Law 2021-004, to provide a schedule of fees for certain municipal applications, services and permits;

By-Law 2021-005, to authorize the borrowing of money during the fiscal year ending December 31, 2021;

By-Law 2021-006, to authorize an agreement with the Province of Ontario (MTEC), be read for a first, second, third and final reading and that the Mayor and the Clerk be and are hereby authorized to sign the same, and place the corporate seal thereunto.

**Carried****21. Confirm Proceedings By-law****Resolution # 2021-022****Moved By:** Councillor Esseltine**Seconded By:** Councillor Luciani

THAT By-Law 2021-001, to Confirm the Proceedings of the Council meeting held on January 11, 2021, be read for a first, second, third and final reading and that the Mayor and the Clerk be and are hereby authorized to sign the same, and place the corporate seal thereunto.

**Carried**

## **22. Items of Public Interest**

Upcoming Council meetings include:

- Monday, January 18, 2020 at 2:00 p.m. to deal with the Oxford County service delivery review.
- Monday, January 18, 2020 at 6:00 p.m. to deal with community grant requests.
- Tuesday, January 19, 2020 at 4:30 p.m. for the purpose of holding public meetings for planning applications.
- Monday, January 25, 2021 at 6:00 p.m. regular meeting.

## **23. Adjournment**

**Resolution # 2021-023**

**Moved By:** Deputy Mayor Beres

**Seconded By:** Councillor Luciani

THAT the Council meeting of January 11, 2021 be adjourned at 7:40 p.m.

**Carried**

# **The Corporation of the Town of Tillsonburg**

## **Council Meeting**

### **MINUTES**



Monday, January 18, 2021  
2:00 PM  
Electronic Meeting

ATTENDANCE: Mayor Molnar  
Deputy Mayor Beres  
Councillor Esseltine  
Councillor Gilvesy  
Councillor Luciani  
Councillor Parker  
Councillor Rosehart

Staff: Kyle Pratt, Chief Administrative Officer  
Michelle Smibert, Town Clerk  
Sheena Pawliwec, Acting Treasurer  
Chris Baird, Director of Recreation, Culture and Parks  
Carlos Reyes, Director of Operations  
Amelia Jaggard, Deputy Clerk

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**1. Call to Order**

The meeting was called to order at 2:00 p.m.

**2. Closed Session**

**3. Adoption of Agenda**

**Resolution # 2021-024**

**Moved By:** Councillor Esseltine

**Seconded By:** Councillor Parker

THAT the Agenda as prepared for the Council meeting of Monday, January 18, 2021, be approved.

**Carried**

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

No disclosures of pecuniary interest were declared.

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

**6. Presentations**

**6.1 Oxford County Service Delivery Review Implementation**

John Matheson, Principal, Strategy Corp and Michael Fenn, Senior Advisor, Strategy Corp, appeared before Council to facilitate discussion regarding the Oxford County Service Delivery Review.

Opportunity was provided for comments and questions from Council.

Michelle Smibert, Town Clerk, left the meeting at 3:00 p.m.

**7. Delegations**

**8. New Business**

**9. Motions/Notice of Motions**

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

**11. By-Laws**

**12. Confirm Proceedings By-law**

**13. Items of Public Interest**

**14. Adjournment**

**Resolution # 2021-025**

**Moved By:** Deputy Mayor Beres

**Seconded By:** Councillor Luciani

THAT the Council meeting of January 18, 2021 be adjourned at 3:57 p.m.

**Carried**



# **The Corporation of the Town of Tillsonburg**

## **Council Budget Meeting**

### **MINUTES**



Monday, January 18, 2021  
6:00 PM  
Electronic Meeting

ATTENDANCE: Mayor Molnar  
Deputy Mayor Beres  
Councillor Esseltine  
Councillor Gilvesy  
Councillor Luciani  
Councillor Parker  
Councillor Rosehart

Staff: Kyle Pratt, Chief Administrative Officer  
Michelle Smibert, Town Clerk  
Sheena Pawliwec, Acting Treasurer  
Chris Baird, Director of Recreation, Culture and Parks  
Carlos Reyes, Director of Operations  
Brad Lemaich, Fire Chief  
Amelia Jaggard, Deputy Clerk

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#### **1. Call to Order**

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

#### **2. Adoption of Agenda**

**Resolution # 2021-026**

**Moved By:** Councillor Gilvesy

**Seconded By:** Councillor Rosehart

THAT the Agenda as prepared for the Council Budget meeting of January 18, 2021, be adopted.

**Carried**

**3. Moment of Silence**

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

No disclosures of pecuniary interest were declared.

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

**6. Finance**

**6.1 Big Brother Big Sisters of Ingersoll, Tillsonburg and Area**

Kristen Ralph, Executive Director, Big Brother Big appeared before Council to present the organization's 2021 community grant request.

Opportunity was provided for comments and questions from Council.

Ms. Ralph noted that the organization's expansion to include Oxford County area enabled the organization to increase its' presence in the Town of Tillsonburg.

**6.2 Youth Unlimited (Upper Deck Youth Centre)**

Rayburn Lansdell, Youth Unlimited, appeared before Council to present the organization's 2021 community grant request.

Mr. Lansdell provided an update on the organization's activities in 2020 which included a renovation of the youth centre building during the spring closure. The organization has adapted service delivery to provide services during the pandemic. The organization is requesting funds to renovate the bathrooms in the youth centre building.

Opportunity was provided for comments and questions from Council.

**6.3 Tillsonburg and District Multi-Service Centre**

Kathryn Leatherland, Tillsonburg and District Multi-Service Centre, appeared before Council to present the organization's 2021 community grant request.

Ms. Leatherland provided an overview of how the organization adapted service delivery during the pandemic. The organization is requesting funds to help support the continued delivery of services.

Opportunity was provided for comments and questions from Council.

#### **6.4 Lake Lisgar Revitalization Committee**

Frank Kempf and Joan Weston of the Lake Lisgar Revitalization Committee, appeared before Council to present the organization's 2021 community grant request.

The Committee is requesting funds to support costs related to lake maintenance including the dredging of two spring ponds, fixing two aeration units and tree removal.

Opportunity was provided for comments and questions from Council.

Mr. Kempf noted each aerator unit will require \$11,000 (plus tax). Tree removal costs are unknown at this time.

Staff to look into existing with the tree removal project.

#### **6.5 Tillsonburg Horticultural Society**

Christine Nagy, Tillsonburg Horticultural Society, appeared before Council to present the organization's 2021 community grant request.

The organization is requesting funds to support 2021 beautification programs.

Opportunity was provided for comments and questions from Council.

#### **6.6 Theatre Tillsonburg**

Chris Van Gulck, Karen Tripp and Pat Lynn of the Tillsonburg Theatre, appeared before Council to present the organization's 2021 community grant request.

The organization is requesting funds to support upgrades to the theatre facility in order to reopen once allowed; upgrades include the installation plexiglass, hand sanitizer stations, PPE requirements etc.

Opportunity was provided for comments and questions from Council.

#### **6.7 Junior Achievement SW Ontario**

Melissa Derbyshire, Junior Achievement SW Ontario, appeared before Council to present the organization's 2021 community grant request.

The organization is requesting funds to support the continued delivery of education programs.

Opportunity was provided for comments and questions from Council.

## **6.8 Tillsonburg Turtlefest**

Mark Renaud, appeared before Council to provide an update regarding Tillsonburg Turtlefest. The event is postponed and there is no request for funding at this time.

Opportunity was provided for comments and questions from Council.

It was asked if a funding request for Family Day is expected. Staff noted there is no updates regarding the event.

It was asked if the Santa Clause parade has submitted a report regarding use of 2020 grant funds. Staff confirmed no report has been submitted at this time. Council asked that no monies be transferred to the Santa Clause parade until a request is submitted by the organization.

It was asked if there are funds for Canada Day fireworks. Staff noted monies are included in the Recreation, Culture and Parks Department budget for fireworks.

### **Resolution # 2021-027**

**Moved By:** Councillor Luciani

**Seconded By:** Deputy Mayor Beres

THAT Council has received applications for grant funding from various community groups during the 2021 budget sessions;

AND THAT the following groups are awarded the following dollar amounts:

Tillsonburg Cultural Advisory Committee \$6,000;

Tillsonburg Santa Claus Parade \$2,500;

Big Brothers Big Sisters Oxford County \$4,000;

Youth Unlimited (Upper Deck Youth Centre) \$2,500;

Tillsonburg and District Multi-Service Centre \$10,000;

Lake Lisgar Revitalization Committee \$12,000;

Tillsonburg Horticultural Society \$2,800;

Theatre Tillsonburg \$5,000.

**Carried**

## **7. Motions/Notice of Motions**

**8. Confirm Proceedings By-law**

**Resolution # 2021-028**

**Moved By:** Councillor Parker

**Seconded By:** Councillor Esseltine

THAT By-Law 2021-007, to Confirm the Proceedings of Council at its regular meeting and budget meeting held on January 18, 2021, be read for a first, second, third and final reading and that the Mayor and the Clerk be and are hereby authorized to sign the same, and place the corporate seal thereunto.

**Carried**

**9. Adjournment**

**Resolution # 2021-029**

**Moved By:** Councillor Esseltine

**Seconded By:** Councillor Luciani

THAT the Council Budget meeting of January 18, 2021 be adjourned at 8:05 p.m.

**Carried**



## Board of Management Report – FI01-04-TC

To: Town Council

From: Cedric Tomico, Chair – Tillsonburg BIA  
Dan Rasokas, Treasurer – Tillsonburg BIA  
Mark Renaud, Executive Director – Tillsonburg BIA

Date: January 21<sup>st</sup>, 2021

Subject: Request for BIA tax adjustment to be allocated to “tax stabilization reserve”

---

This report outlines a request from the BIA to the Town of Tillsonburg regarding handling and allocation of the unanticipated 2020 tax adjustment which affects the BIA financial performance for the 2020 fiscal year.

The BIA does not have unrestricted funds to absorb this deficit without requiring changes to the approved 2021 Budget and Business Plans.

### Discussion:

On December 15<sup>th</sup>, 2020; the BIA was made aware of an adjustment (-\$16,331.41). This notice was received with no advanced “heads-up” or warning. The BIA had made full-year spending commitments for the month of December 2020 including sponsorship of the T-GO Saturday service; Christmas Crawl shop-local campaign including significant radio advertising; Christmas décor in the large pots and Clock Tower area; and other spending which could have been placed on hold if we had known we would not be receiving the full Q4 payment on December 15<sup>th</sup>.

The BIA by-law #2013 from October 1978; outlines the conditions precedent about how the BIA is to operate as a body corporate and as a municipal board. These conditions are restrictive and does not allow the BIA to resolve this deficit without discussion and approval by the Town of Tillsonburg and Town Council.

Special note: The HST credit for 2020 fiscal year will not be received until July or August of 2021 – this is also a cash-flow issue. The estimated amount due as a credit back to the BIA for 2020 fiscal year is approximately \$16,300.

#### **Additional action plan items:**

The BIA team has undertaken a review of the budgetary process and has implemented a plan forthwith to manage this process going forward as follows:

- 1) There will be a reserve account and separate bank account by which a “tax adjustment” will be contributed to and drawn from. **Target date: February 1<sup>st</sup>, 2021.**
- 2) The BIA will immediately implement a 5% contribution to this reserve account effective immediately. This represents \$6,972.50 in the 2021 fiscal year budget. **Target date: Complete.**
- 3) Work with the Town of Tillsonburg Finance Team on a financial services MOU by which there is a defined and clearly articulated process to manage tax adjustments. **Target date: April 1<sup>st</sup>, 2021.**
- 4) Consider implementing a provision of the Municipal Act with respect to the allocation of the BIA budget for large properties in the BIA zone which eliminates any future tax adjustments. **Target date: BIA report to the Board of Management at the February BIA meeting.**
- 5) Work with the Ontario Business Improvement Area Association (OBIAA) to review and resolve for problematic areas of the BIA legislation: **Target date – TBD.**
- 6) Resolution of the errors and omissions in the existing BIA assessment roll which are significant and unresolved – **Target date: End of Q1-2021.**

#### **Summary:**

The BIA Board of Management is requesting a one-time consideration of and by the Town of Tillsonburg to fund the 2020 BIA tax-adjustment in the amount of \$16,331.41 from the town’s tax stabilization reserve.



P.O. Box 94  
Tillsonburg, Ontario N4G 4H3  
January 20, 2021

Clerk's Office  
Town of Tillsonburg  
204-200 Broadway  
Tillsonburg, Ontario  
N4G 5A7

On behalf of the Tillsonburg Horticultural Society, I would like to thank Mayor Stephen Molnar, Town Councilors and Senior Staff for approving our grant application. It is very much appreciated.

As we head into the gardening season, it will be with pride that we continue our efforts to beautify the various public spaces in Tillsonburg. Again, thank you for your assistance in making this possible.

Sincerely,

*Christine M. Nagy*

Christine M. Nagy  
President  
Tillsonburg Horticultural Society

:cmn





**Subject:** BIA's Boundary Expansion Request

**Report Number:** CLK 21-03

Author: Michelle Smibert, Town Clerk

Meeting Type: Council Meeting

Meeting Date: Monday, January 25, 2021

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## **RECOMMENDATION**

THAT Council receives the report BIA's Boundary Expansion Request;

AND direct staff regarding next steps.

## **BACKGROUND**

At the meeting of December 14, 2020, the Executive Director of the BIA appeared before Council and requested that Council consider their request to expand the current BIA Boundary. At that meeting the following direction from Council was given: that staff be asked to prepare a report on the BIA boundary request to include the process involved under the Act and also options available for Council consideration.

## **DISCUSSION**

In a previous report/correspondence to Council, the Municipal Act process under Sections 209 and 210 of the Act was provided and has been reattached as an appendix to this report for information.

Section 209 of the Act indicates "The municipality **may** alter the boundaries" so this is a decision of Council to do so or not.

In making a decision, the Council may want additional information from the BIA or comments from staff regarding the proposed expansion.

The options then that would be available to Council include the following:

- Not altering the boundary at this time;

CLK 21-03

- Allowing the boundary expansion and asking staff to proceed with the process under the Act; it being noted that the expansion is based on the boundary as depicted on the supporting documents provided by the BIA;
- Asking for additional information from the BIA prior to making a decision on the request;
- Asking for additional information from Town staff prior to making a decision on the request.

## **CONSULTATION**

CAO

## **FINANCIAL IMPACT/FUNDING SOURCE**

There would be financial implications depending on the option selected by Council (costs for staff time, mail out of notices, etc)

## **COMMUNITY STRATEGIC PLAN (CSP) LINKAGE**

1. Excellence in Local Government ☒ Demonstrate strong leadership in Town initiatives
  - ☐ Streamline communication and effectively collaborate within local government
  - ☐ Demonstrate accountability
2. Economic Sustainability
  - ☐ Support new and existing businesses and provide a variety of employment opportunities
  - ☐ Provide diverse retail services in the downtown core
  - ☐ Provide appropriate education and training opportunities in line with Tillsonburg's economy
3. Demographic Balance
  - ☐ Make Tillsonburg an attractive place to live for youth and young professionals
  - ☐ Provide opportunities for families to thrive
  - ☐ Support the aging population and an active senior citizenship
4. Culture and Community
  - ☐ Promote Tillsonburg as a unique and welcoming community
  - ☐ Provide a variety of leisure and cultural opportunities to suit all interests
  - ☐ Improve mobility and promote environmentally sustainable living

## **ATTACHMENTS**

Appendix A – BIA Boundary Process

Appendix B – BIA's Proposed Boundary

CLK 21-03

## Appendix C – BIA Board of Management Report



Town of Tillsonburg  
Office of the Clerk

200 Broadway, Suite 204 Tillsonburg, ON N4G 5A7

Tel: (519) 688-3009

Fax: (519) 842-9431

Memo to Council  
From M. Smibert, Clerk

Subject: BIA Boundary (attachment to staff report)

### **5.3 Municipal Act Process to Expand B.I.A. Boundary**

Sections 209 and 210 of the Act (see attachment) outline the process that a municipality must follow to expand the boundary of a B.I.A. and this process includes:

- Before passing a by-law the City must send a notice of the proposed by-law outlining the expansion to the B.I.A. by prepaid mail to each person who is assessed for rateable property that is in a prescribed business property class and that is located in the existing B.I.A. boundary as well as the proposed area of expansion;
- A person who receives the notice shall within 30 days after the notice is mailed give a copy of the notice to each tenant who is required to pay all or part of the taxes on the property and give the Clerk a list of every tenant in the said property and the share of the taxes each tenant is required to pay and the share that the person is required to pay;
- Not passing a by-law to expand the boundary of the B.I.A. if, within 60 days of the notice, at least one-third of the total number of persons entitled to notice and who are responsible for at least one-third of the taxes levied in either of the existing or the proposed expanded areas object to the expansion; and
- Passing a by-law, as appropriate.

### **Changes to boundary**

**209.** The municipality may alter the boundaries of an improvement area and the board of management for that improvement area is continued as the board of management for the altered area. 2001, c. 25, s. 209.

### **Notice**

**210. (1)** Before passing a by-law under subsection 204 (1), clause 208 (2) (b), subsection 208 (3) or section 209, notice of the proposed by-law shall be sent by prepaid mail to the board of management of the improvement area, if any, and to every person who, on the last returned assessment roll, is assessed for rateable property that is in a prescribed business property class which is located,

- (a) where the improvement area already exists, in the improvement area and in any geographic area the proposed by-law would add to the improvement area; and
- (b) where a new improvement area would be created by the proposed by-law, in the proposed improvement area. 2001, c. 25, s. 210 (1).

### **When notice received**

**(2)** A person who receives a notice under subsection (1) shall, within 30 days after the notice is mailed,

- (a) give a copy of the notice to each tenant of the property to which the notice relates who is required to pay all or part of the taxes on the property; and
- (b) give the clerk of the municipality a list of every tenant described in clause (a) and the share of the taxes that each tenant is required to pay and the share that the person is required to pay. 2001, c. 25, s. 210 (2).

### **Objections**

- (3)** A municipality shall not pass a by-law referred to in subsection (1) if,
  - (a) written objections are received by the clerk of the municipality within 60 days after the last day of mailing of the notices;
  - (b) the objections have been signed by at least one-third of the total number of persons entitled to notice under subsection (1) and under clause (2) (a); and
  - (c) the objectors are responsible for,
    - (i) in the case of a proposed addition to an existing improvement area,
      - (A) at least one-third of the taxes levied for purposes of the general local municipality levy on rateable property in all prescribed business property classes in the improvement area, or
      - (B) at least one-third of the taxes levied for purposes of the general local municipality levy on rateable property in all prescribed



business property classes in the geographic area the proposed by-law would add to the existing improvement area, or

- (ii) in all other cases, at least one-third of the taxes levied for purposes of the general local municipality levy on rateable property in all prescribed business property classes in the improvement area. 2001, c. 25, s. 210 (3).

#### **Withdrawal of objections**

(4) If sufficient objections are withdrawn in writing within the 60-day period referred to in clause (3) (a) so that the conditions set out in clause (3) (b) or (c) no longer apply, the municipality may pass the by-law. 2001, c. 25, s. 210 (4).

#### **Determination by clerk**

(5) The clerk shall determine whether the conditions set out in subsection (3) have been met and, if they are, shall issue a certificate affirming that fact. 2001, c. 25, s. 210 (5).

#### **Determination final**

(6) The determination by the clerk is final. 2001, c. 25, s. 210 (6).

#### **Repeal of by-law**

**211. (1)** Council shall give notice in accordance with subsection 210 (1) of a proposed by-law to repeal a by-law under subsection 204 (1) if the municipality has received,

- (a) a resolution from the board of management requesting the repeal; or
- (b) a request for the repeal signed by persons who are responsible for at least one-third of the taxes levied for purposes of the general local municipality levy on rateable property in all prescribed business property classes in the improvement area. 2001, c. 25, s. 211 (1).

#### **Statement**

(2) A person signing a request under clause (1) (b) shall state what amount of taxes on rateable property in the area that the person is required to pay. 2001, c. 25, s. 211 (2).

#### **Time**

(3) Council shall give the notice within 60 days after receiving the resolution or request. 2001, c. 25, s. 211 (3).

#### **Repeal**

(4) Council shall repeal the by-law under subsection 204 (1) if requests for the repeal are received by the clerk of the municipality within 60 days after the last day of mailing of the notices and,

- (a) the requests have been signed by at least one-half of the total number of persons entitled to notice under subsection 210 (1) and under clause 210 (2) (a); and
- (b) those who have signed the requests are responsible for at least 50 per cent of the taxes levied for purposes of the general local municipality levy on rateable property in all prescribed business property classes in the improvement area. 2001, c. 25, s. 211 (4).

### **Timing**

(5) The repealing by-law must come into force on or before December 31 of the year in which it is passed. 2001, c. 25, s. 211 (5).

### **Requests withdrawn**

(6) If sufficient requests are withdrawn in writing within the 60-day period referred to in subsection (4) so that either condition set out in that subsection no longer applies, the municipality is not required to repeal the by-law. 2001, c. 25, s. 211 (6).

### **Determination by clerk**

(7) The clerk shall determine whether the conditions set out in clause (1) (b) and subsection (4) have been met and, if so, shall issue a certificate affirming that fact. 2001, c. 25, s. 211 (7).

### **Determination final**

(8) The determination by the clerk is final. 2001, c. 25, s. 211 (8).

### **Restriction**

(9) If the conditions of subsection (4) are not satisfied, council is not required to give notice under subsection (1) in response to a resolution or request for a period of two years after the last mailing of the notices. 2001, c. 25, s. 211 (9).

### **Non-application**

(10) No requirement under this section or under section 210 applies to the repeal by a municipality on its own initiative of a by-law under subsection 204 (1). 2001, c. 25, s. 211 (10).

### **Effect of by-law**

**212.** A by-law passed under subsection 204 (1), subsection 208 (2) or (3), section 209 or subsection 211 (4) is not invalid by reason only that,

- (a) a person required to give a copy of a notice to a tenant or other information to the municipality under subsection 210 (2) has not done so;
- (b) the objections referred to in clause 210 (3) (b) have not been signed by at least one-third of the total number of persons entitled to receive notice under

subsections 210 (1) and (2) because a person required to give a copy of the notice under subsection 210 (2) has not done so; or

- (c) the requests referred to in clause 211 (4) (a) have not been signed by at least one-half of the total number of persons entitled to notice under subsections 210 (1) and (2) because a person required to give a copy of the notice under subsection 210 (2) has not done so. 2001, c. 25, s. 212.

### **Tenants**

**213.** For the purposes of clauses 210 (3) (c) and 211 (1) (b), subsection 211 (2) and clause 211 (4) (b), a tenant shall be deemed to be responsible for the part of the taxes that the tenant is required to pay under the tenant's lease or under sections 367 and 368. 2001, c. 25, s. 213.

### **Dissolution of board**

**214. (1)** Upon the repeal of a by-law under subsection 204 (1), the board of management is dissolved and the assets and liabilities of the board become the assets and liabilities of the municipality. 2001, c. 25, s. 214 (1).

### **Liabilities exceed assets**

**(2)** If the liabilities assumed under subsection (1) exceed the assets assumed, the council may recover the difference by imposing a charge on all rateable property in the former improvement area that is in a prescribed business property class. 2001, c. 25, s. 214 (2).

### **Regulations**

**215.** The Minister may make regulations prescribing one or more classes of real property prescribed under the *Assessment Act* as business property classes for the purposes of sections 204 to 214. 2001, c. 25, s. 215.

## **DISSOLUTION AND CHANGE OF LOCAL BOARDS**

### **Power to dissolve or change local boards**

**216. (1)** Without limiting sections 9, 10 and 11, those sections authorize a municipality to dissolve or change a local board. 2006, c. 32, Sched. A, s. 90.



## Proposed BIA boundary - new for 2021



### Legend

### Notes



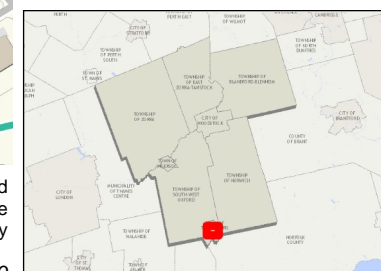
0 406 813 Meters

NAD\_1983\_UTM\_Zone\_17N



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

October 27, 2020





## Board of Management Report – CL12-01

To: Michelle Smibert, Clerk – Town of Tillsonburg  
From: Mark Renaud, Executive Director – Tillsonburg BIA  
Date: December 1<sup>st</sup>, 2020  
Subject: Proposed BIA expansion report and analysis

---

The BIA Board of Management and general membership have approved a proposed plan to expand the current boundaries of the Tillsonburg Business Improvement area.

This report highlights the need and outcomes required with the reports and documentation to support the assumptions.

The BIA understands that there is a prescribed process which is clearly articulated under the Ontario Municipal Act and we will follow these guidelines to a tee.

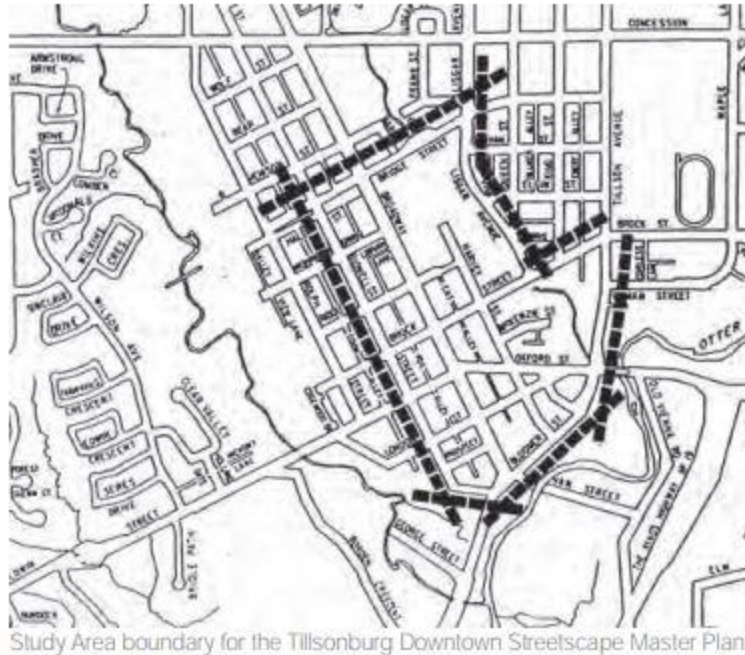
### Discussion:

Since its creation in 1978, the BIA has had only minor changes to the boundaries from the zone/map that was originally created. The BIA was formed in anticipation of the construction of the Tillsonburg Town Centre Mall development which at the time was the result of competing proposals for another mall which subsequently was built in the neighbouring County of Norfolk.

The decision by Municipal Council to protect and enhance the downtown Central Business District, (CBD), is consequential as to the successes and the function and efficacy of the existing BIA area. That was true in 1978-1980 with the construction of the Tillsonburg Town Centre Mall, in 2003 for the Canadian Tire construction, to the present day in the Central Business District.

All studies completed in the past 20 years or so reference the CBD as the primary retail node for the town and tri-county areas. This still holds true today and will be discussed in a great level of detail referencing these reports.





The population of Tillsonburg at the time of the BIA creation By-law #2013 was 10,487 (statcan.gc.ca - 1981 Census). The town population is estimated as 18,005 as of October 1<sup>st</sup>, 2020 (statcan.gc.ca, Town of Tillsonburg building permit data). The town's population has increased by **71.7%** during the past 42 years with minor adjustments made to the boundary at Venison Street to accommodate the new Canadian Tire store which was opened in 2003. Bridge Street was re-aligned to help achieve the land parcel necessary to create the parking areas and store footprint.

There are many ravines in the town and the geographical limitations also play an important factor in the continued development of the downtown area. These limitations preclude significant expansion either west or south. The pragmatic approach is to grow north and predominantly east of the existing boundaries.

### **Downtown/Central Business District is built out:**

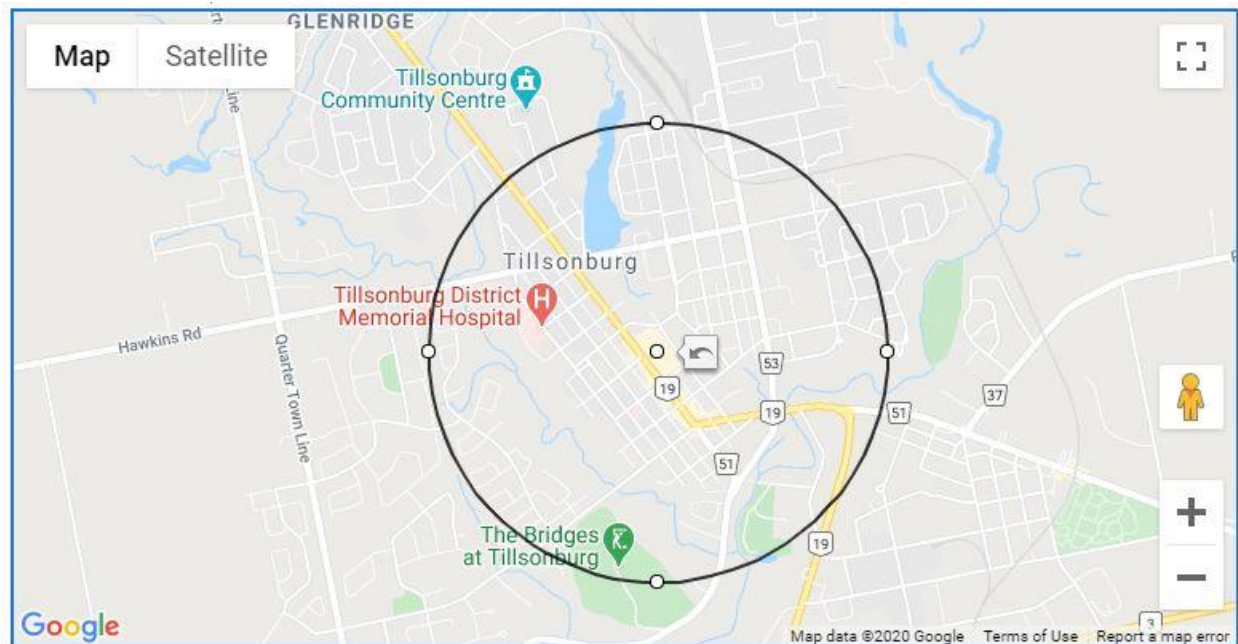
The existing downtown area is largely built-out with low vacancy rates throughout the core area. The BIA ED has had meetings with a number of parties including Strathallen (owner of the Tillsonburg Town Centre Mall) about perspective tenants who wish to locate in the Tillsonburg market area. This includes 2 parties that operate retail box-like stores in the range of 14,000 - 20,000 square feet. These stores would like to locate proximate to or at the existing Tillsonburg Town Centre Mall campus area. To accommodate current demand and future needs; the downtown area needs to expand the physical footprint to address these current needs as well as to properly plan for all future growth.

There will be a discussion about low vacancy rates in the Central Business District further on in this report.

### Downtown design best practices:

A thorough review of best practices for urban design illustrates the clear preference for the square shaped downtown zone/Central Business District for many reasons. The first is for the ease of pedestrian movement. The BIA zone expansion encompasses a 1.0 km radius from the existing Town Centre Mall as a rough outline.

It is not practical for the zone to be uniform in shape given the geographic challenges of the ravines as well as the as-built conditions. This planning context was adopted for refinement of the mapping of where it would make sense for pedestrian and vehicular movements. The details of which will also be discussed.



The map also reflects joining the existing retail nodes in the central part of town by creating the “adhesion of interest” between the existing CBD & TILL-CON retail nodes. This is also discussed in the Central Area Design Study.

Linear downtown nodes create a problem and challenge known as fragmentation. The best example of this in the local Ontario context is the City of St. Thomas as contained in the image below and also the City of Woodstock:



St. Thomas has a very fragmented and unfriendly downtown area that is comprised of a very long and narrow swath which is a distance of 2.2 kilometres long by 0.1 kilometres wide. This large area is comprised of disconnected retail, restaurant, services and public spaces. This has led to a dysfunctional, as-built downtown area complicated by the abandoned railway line and poor municipal planning. Unfettered retail development outside of the downtown core has led to a morass of problems which is likely irreversible without a large cost to the taxpayer. The lesson here is that you cannot park your car in one spot and shop downtown without walking for hours.

The best practice for downtown development and growth is a box-style as is currently the case with Tillsonburg although there are some limitations which will be discussed further in this report due to the topography.

Some examples of the box-shape urban area are contained in the image below from a new Riverfront redevelopment in a neighbourhood in Pittsburgh, Pennsylvania. This design and plan has relevancy to the shape and design that can be incorporated into our planned BIA boundary/zone expansion.

It is critical to the exercise to determine what constitutes the best shape and workability for an extension or enlargement of the BIA zone. To this end, a great deal of time and analysis has been undertaken to carefully craft a map and zone that reflects the current realities and geopolitical influences that are shaping the growth of the town.

The BIA team continues to research and learn from the examples that are set before us from jurisdictions across North America. These examples are the most relevant given the context and similarity of the retail landscape in our downtowns. One note of exception is that Tillsonburg is the only municipality in North America where virtually all of the big-box retail stores are located in the CBD most notably the Walmart Supercentre. This is very important in the analysis of the current situation as was the case that was made to keep the new Canadian Tire store in the CBD.

The image contained directly below, outlines the planning and development of a restructured neighbourhood in one specific area of Pittsburgh, Pennsylvania. You will note the shape and design which has been identified as a best practice for urban development. Our expansion initiative follows these exact same parameters.





The intent of the proposed Tillsonburg BIA boundary expansion is to create a concept and vision for growth which respects the as-built condition, provide for greening of the community, meets the requirements of Official Plan and one which fosters positive human development and environment for the short and mid-terms.

### Downtown vacancy rate:

The following table outlines the vacancy rates for the existing BIA area broken down into seven (7) specific geographic areas.

Three of the seven categories reflect specifics to the Tillsonburg Town Centre Mall properties known municipally as 170, 200 and 248 Broadway. Vacancy rates are at historic lows. Absorption rates are very high meaning that vacant or empty spaces do not sit for very long periods of time. This pattern has accelerated during 2020 as of late. The BIA team has presented these statistics to the BIA Board of Management and are contained in the minutes for the meetings held in 2020.

It is important to review vacancy rates over a longer period of time to glean trends and impacts. Trends do not however account for demographic and population changes when they are of the magnitude

Location downtown/BIA zone:	2018	2019	2020 YTD	2021 Forecast
Town Centre Mall - Interior retail	0%	0%	0.86%	0%
Town Centre Mall - Exterior retail	33.1%	33.1%	21.4%	0%*
Town Centre Mall - office upper level	40.9%	9.7%	9.7%	9.7%
Broadway street level retail	0.6%	0.4%	0.9%	0%
Broadway upper level residential	1%	0%	0%	0%
Downtown West (off Broadway)	0.9%	0.6%	0.3%	0%
Downtown East (off Broadway)	0.2%	0.2%	0.4%	0%

\*Tentative leases in final negotiations with two national chains pending engineering and cost analysis of restaurant hood installation/feasibility.

List of available downtown Broadway retails spaces with approximately square footages as of November 30th, 2020:

69 Broadway - vacant unit between Needful Things and Tillsonburg Beer & Wine Studio

86 Broadway - 4,000 sq. ft. (former OMAC Mortgage/Century 21)

16 London Street East - 650 sq. ft. (unknown - building is in poor condition)

16 Oxford Street - 1,050 sq. ft. - former "Styles on the Go" salon

33 Oxford Street - former used car lot (between Cardinal Muffler & Millards)

21 Ridout Street West - 400 sq. ft. - former barber shop

110 Broadway - 1,100 sq. ft. - former hearing store/chocolate store (under renovation)

200 Broadway - (mall, exterior) Unit A1006 - 2,431 sq. ft. (lease pending)

200 Broadway - (mall, exterior) Unit A1009 - 1,005 sq. ft. (lease pending)

200 Broadway - (mall, upper) Unit A2202 - 369 sq. ft.

200 Broadway - (mall, upper) Unit A2203 - 347 sq. ft.

200 Broadway - (mall, upper) Unit A2207 - 1,099 sq. ft.

The analysis of the existing inventory of vacant space is indicative of a shortage of space for specialty retail including big-box, hotel, full-service restaurant or for specialty services. Of special note; the vacancy rates in the Town Centre Mall also reflects higher than market rents for net/net/net leases which has driven demand to other sites in the CBD. The BIA team is working proactively to address these inequities.

## Tillsonburg District Memorial Hospital area (Rolph Street)

TDMH is located just outside the north-east boundary of the BIA zone. The hospital is an important anchor for the town and downtown area. The importance of healthcare in our community cannot be understated. The hospital should be included in the zone given its impact in the downtown core and the linkages to retail and restaurant sectors.

During the past number of years; the TDMH has been buying up and demolishing a number of houses along the Rolph Street corridor to create additional parking lots and potential to relocate some of the existing parking from across the street to accommodate future expansion and spin-off businesses including medical offices and services. This area has undergone significant change during the past number of years.

This area is also home to two (2) long-term care homes which are also proximate to the downtown core area. Anecdotal evidence suggests many walking trips to and from the hospital to the downtown core area. Part of the strategic imperative of urban planning and development is to create walking trails and corridors linking high-use public institutions like hospitals with the Central Business District.

### Proposed boundary expansion rationale:

There are studies and reports highlighting which design is most effective for the proper function of a downtown business district. The IDA, (International Downtown Association); has conducted numerous studies indicating what shapes and layouts which are conducive to a well-functioning core area.

The most effective and operational downtowns are in the shape of a box or rectangle encompassing those areas primarily which are walkable with proper connectivity to adjoining residential neighbourhoods. I have attached examples to this report.

The BIA team has carefully analyzed the boundaries with an eye to ensure a balance between the request by businessowners and what makes practical sense.

The gateway areas are clearly indicated in this report separately.

It is important to include town-owned, heritage and tourism attractions as apart of this zone expansion initiative. These will be discussed in the body of this report.

The baseline for determining the new boundary is largely predicated on research already conducted during the Central Area Design Study which remains relevant today. This will be discussed in a fair amount of detail throughout this report.



## Creation of new gateway areas:

The proposed BIA boundary expansion allows for the placement and beautification of new gateway areas on Central Broadway, Tillson Ave and Vienna Road near Simcoe Street. The busiest gateway to the downtown area is Simcoe Street from Vienna Road to Tillson Avenue.

The Central Area Design Study contemplated the following as potential future gateway areas marked as the hashed circles on the map below:



The BIA will largely follow this guidance with the exception of the proposed gateway location near the intersection of Vienna Road north and Simcoe Street.

## Synergize with existing town-owned/operated facilities:

One of the outlined responsibilities for BIA's under the Municipal Act is the promotion and beautification of town-owned facilities. The boundary expansion will allow for the addition of important town assets to be included for the purposes of promotion and beautification.

A key best practice is to link proximate tourism infrastructure within the BIA boundary. This proposal would see the Community Centre and Annandale House join the Corporate offices and Town Customer Service Centre as part of the BIA. This becomes important in the development of localized tourism during the continued pandemic. These town facilities would benefit directly from the BIA influences without any cost to the facilities.

The BIA boundary expansion creates opportunity to link strategic town assets such as parks, trails, Lake Lisgar, Annandale National Historic Site and Tillsonburg Community Centre. All of these assets and locations are within the 1 kilometre walking radius as illustrated on the mapping and discussions contained in this report.

### Plan for continued growth:

The town is experiencing a growth spurt which will create newfound demand for retail capacities. Even with the negative impacts of the pandemic; the existing BIA zone is over-performing its peers with several new businesses opening in 2020 (9), some expansions (3) and relatively few closures vs. other communities in the province.

Strathallen is actively recruiting new retail, service and hospitality businesses to the Town Centre Mall which will absorb the remaining vacant frontage in the 170 Broadway portion of the centre.

The Central Area Design Study is already dated as it includes reference points and data that were completed as far back as 2006.

The Central Area Design Study contemplated that future large-format retail to be located along the northwest-southeast axis of Lisgar Avenue as contained in the image below:

#### Legend

Large Format Area	
Institutional Buildings	
Improved Edge Condition	
Study Area Boundary	



## Impact of the former town landfill

The location and challenges of the old landfill to the east of Harvey Street is problematic in terms of growth and remediation of the brownfield conditions. This also limits the potential for redevelopment without exorbitant costs. The existing road network suits the development to the east of the current CBD – also discussed in the Central Area Design Study with respect to the parking lot offset intersections along Lisgar Avenue.

## BIA boundary expansion - Official Plan context

The BIA believes that we must create a new development zone otherwise we risk opening of the Pandora's box which may see leakage of CBD, (Central Business District) retail to either the Norfolk Mall area (southeast Tillsonburg area); or to North Broadway adjacent to the existing Broadway TSB development containing Sobey's, Subway, Pioneer Gas Bar and Anytime Fitness. The Town Official Plan may be challenged in the legal context given the built-out status of the downtown area.

The following OP categories all have relevance and are appropriate to discuss in terms of the proposed BIA zone expansion.

## OP: Economic Development – Balanced Assessment

The Town of Tillsonburg Official Plan has a section dedicated to the balancing of residential and commercial/employment land development.

Residential development has outpaced retail sector assessment in each of the last 17 years with the exception of the Canadian Tire and Sobey's stores developments in 2003.

The BIA zone expansion supports this OP section by creating the necessary growth zone to allow for continued development of new retail uses in the Central Business District. During the past number of years, there has been continued development of the retail area at Tillson Avenue and Concession Street East which is also now built out. There is one brownfield site bounded by Tillson Ave., King St. the railway track and First Street which will be fully absorbed for the development of 2 high-rise apartment buildings by Escalade Development Corporation. This development is currently in the development pipeline.

The BIA team believes that retail and commercial growth in the expanded BIA boundary supports the balance required to fulfil the parameters in the town's Official Plan.

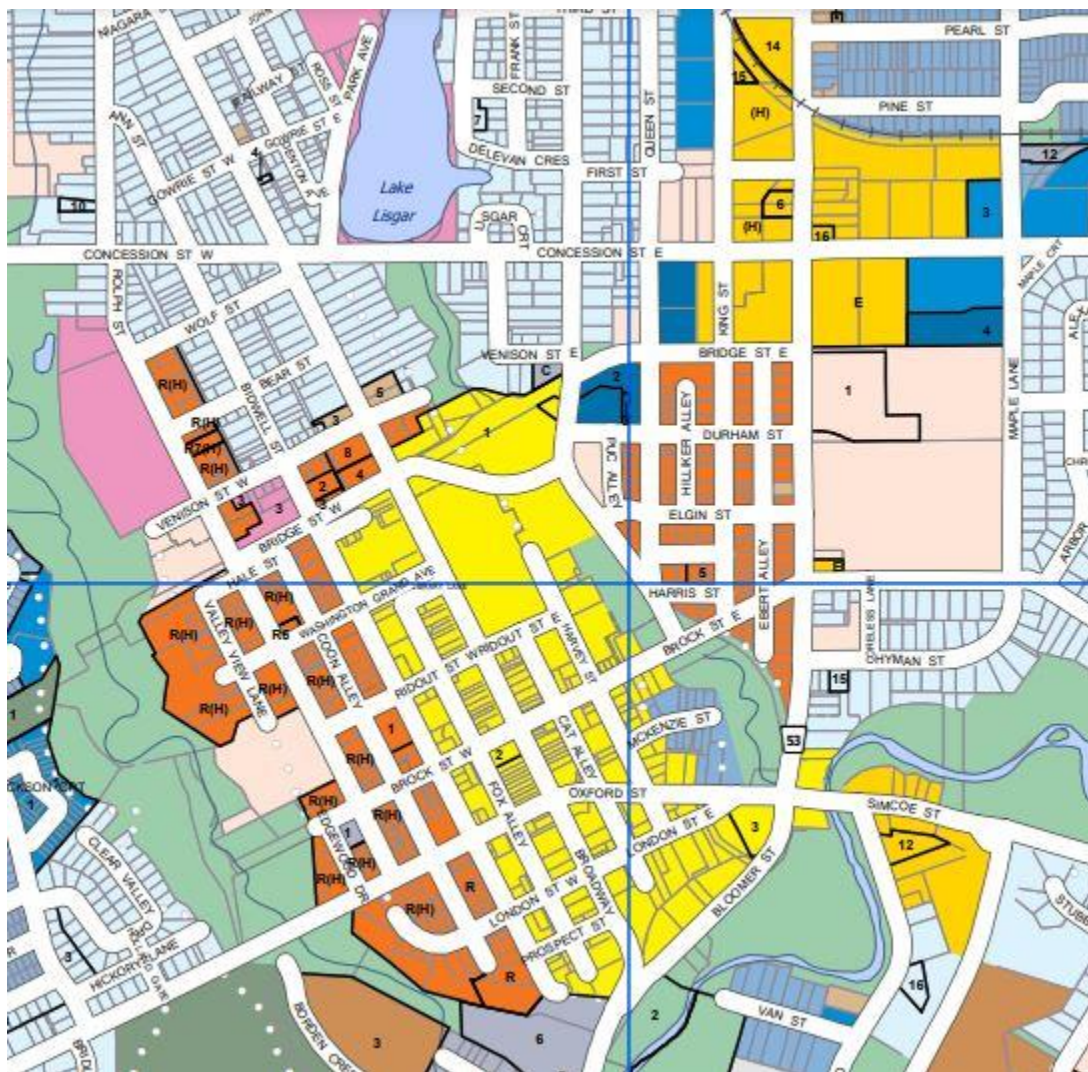
## OP: The Central Business District as the hub & heartbeat of the town:

The OP has a section specifically noting that the CBD is in fact the hub and heartbeat of the town.

The BIA Zone expansion allows for the creation and expansion of the existing CBD by planning for new businesses in the CBD area. The BIA Board of Management is concerned about the leakage of new businesses outside of the CBD as there are no shovel-ready sites ready for development in the existing boundaries of the BIA zone.

The OP rightfully contemplated the expansion of the downtown/CBD area to the east.

The attached zoning map highlights by colour, each permitted use including the "entrepreneurial zone" which is coloured in orange.

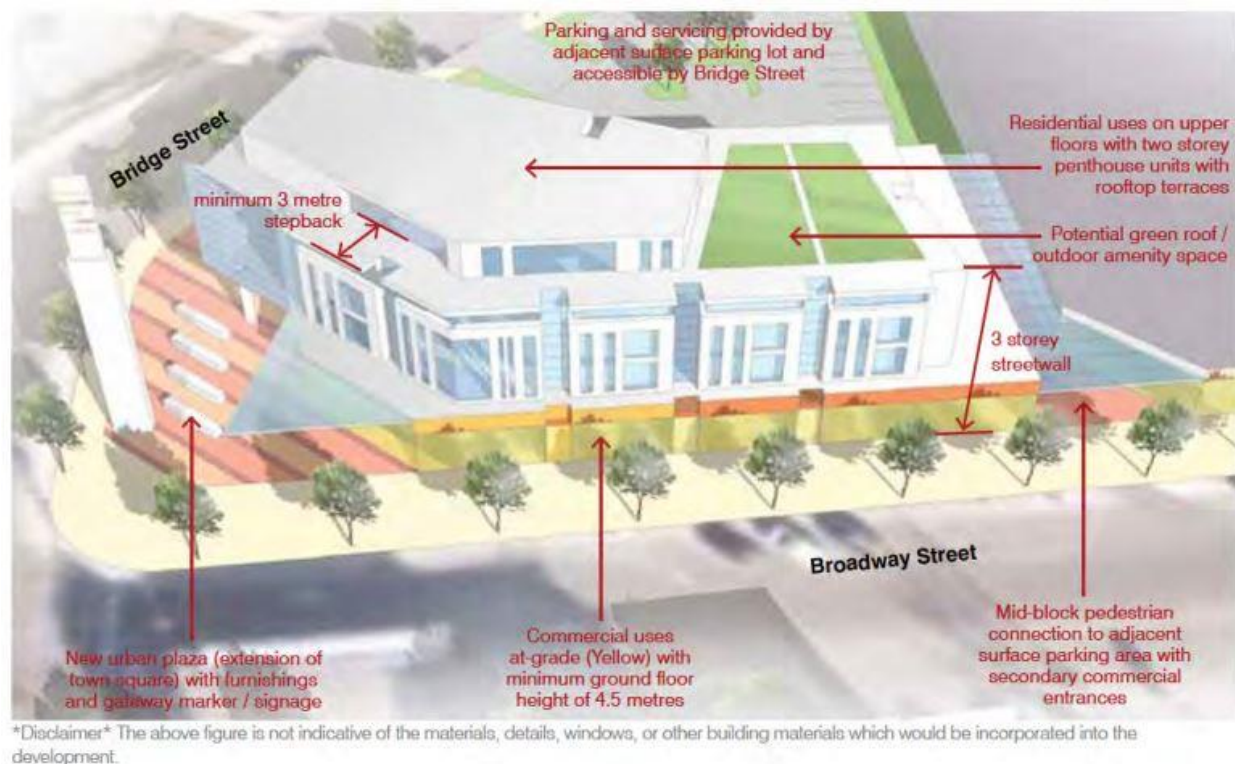




## Future Hotel/Conference Facility

The BIA has advocated and continues to have meaningful discussions with Strathallen about the development of a hotel/conference facility in the CBD. The expansion of the BIA boundary will provide for more flexibility in accommodating this important initiative as the town continues to grow.

The Brook-McIlroy urban design report from 2012 is attached as Exhibit 2 for reference purposes. This study was adopted by council however its recommendations have not been implemented. This study contemplated intensification of some specific town-owned lands in the existing urban core area. Either of the two (2) demonstration sites as proposed would likely be the best location for the proposed hotel/conference facility.



Brook McIlroy Inc. / McCormick Rankin Co.

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## Importance of the Tillsonburg Town Centre Mall

The BIA team meets with the mall owner; Strathallen; on a regular basis to understand the performance, changes and impacts of the economy on this important downtown anchor. The Tillsonburg Town Centre Mall (TTCM); continues to be among the better performers in Strathallen's portfolio of centre across Canada. This is important to note as it further supports the importance of the downtown as the main business hub in the tri-county region.

The following tenants have renewed their leases as follows:

- a) Walmart - 5 year term with additional 5-year optional terms
- b) CIBC - 5 year term with additional 5-year optional terms
- c) LCBO- effective April 2021: 5-year renewal with discussion to re-build a new free-standing store on the TTC campus.

There are no retailers of consequence that are forecasted or known to be leaving the TTC mall at this time.

The investments by Walmart - who are currently renovating their TTC store location (approximately \$1 million) which includes significant improvements to the back-end storage areas, employee break room, store signage, interior signage, etc. are a clear statement of confidence in Downtown Tillsonburg.

There are interested national retailers who have shown an interest for potential location to the Tillsonburg market area including Winners, Sport Chek, Popeye's Louisiana Chicken, Bar Burrito and others to name a few. The BIA team continues to work with all downtown business and landowners to advance the collective effort of keeping the CBD relevant and top of mind in their site-selection criteria. It is important to continue to note that where Walmart is located becomes a defining moment in the decision making matrix for other retailers.

Walmart has no intention of leaving the CBD at this time, nor is there a practical or financially feasible alternative location in the tri-county area. The Tillsonburg Walmart store is there only store location in an urban core area in North America.

Expansion of the BIA zone is critical to addressing the needs in the central economic corridor to ensure that all new format retail is located in this area. Creating the sites and road system in the downtown-east area is necessary to accommodate retail growth is not without precedent. This again is support by the town's Official Plan and is discussed in great detail in the Central Area Design Study.

## Current and forecasted growth rates

The town is experiencing growth levels much higher than were forecasted by Hemson Consultants. As at October 1<sup>st</sup>, 2020; the population of the town is 18,005. The number of units under construction and approved for the next 18 months is approximately 900 which translates into another 2,000 +/- residents in the town. During the last census period ending in 2016; the highest population growth in the area was recorded in the Municipality of Bayham which is largely served by the Tillsonburg market area. This too is an impact that positively affects the efficacy of the Central Business District.

A table of the growth rates for the 2016 Census is included below:

Municipality	Growth % 2011-2016	Growth in population:
Bayham	+5.8%	407 persons
Tillsonburg	+3.7%	571 persons
South-West Oxford	+1.6%	120 persons
Norwich	+2.6%	280 persons
Norfolk (western part only)	+0.9%	99 persons

The southwestern Ontario region has become a popular place for people to relocate to for many reasons. The impacts of the pandemic coupled with the cost of housing in London, Kitchener-Waterloo, Hamilton-Burlington-Oakville and the GTA areas is driving most of these changes. This section of the report clearly indicates that the increased residential development activity will place further demands on the function and metrics of the Central Business District. For these reasons; a detailed analysis of the coming impacts is noteworthy and is of consequence.

### Housing units under construction or approved for near-term development\*:

(\*data from County of Oxford, Eric Gilbert, Plans of Subdivision)

Location:	Developer:	# of units:	Population:
97 North St. W.	Southside	107	235
North St. E.	Hayhoe Northcrest	158	348
59 North St. E.	Hayhoe rentals	59	130
360 Quarterline Rd.	Tomico/Braun	10	22
Andrews Crossing	Hayhoe Homes	31	68
98 King Street	Escalade Property Corporation	49	108
143 Tillson Ave.	Escalade Property Corporation	49	108
361 Quarterline Road	Tomico/Braun	104	229
Sandy Court	Various	10	22
Potter's Gate Phase 1 & 2	Oxnard Developments	22	48
Potter's Gate Phase 3 - singles	Oxnard Developments	53	117
Potter's Gate Phase 3 - townhomes	Oxnard Developments	35	77
Oak Park Estates	Trevalli Homes	35	77
Trailview Drive	VictoriaWood	33	73
Mill Pond Apartments	Valour Capital	40	88
North St. - Keba Farm	Hayhoe Homes	184	405
Brookside	Southside	20	44
	<b>Totals:</b>	<b>951</b>	<b>2,092</b>

The population forecast with the above-noted developments for the Town of Tillsonburg - by end of calendar years is as follows:

Year:	Annual unit absorption rate:	Population:
2020	90*	18,100
2021	287	18,731
2022	287	19,362
2023	287	19,993

The demand on services, retail, personal services, government services and offices will require more retail and commercial development space.

It is the strong belief of the BIA Board of Management that these additional demands must be accommodated in the Central Business District area for continued successes into the future.

The change in ownership of the Norfolk Mall retail node is also of concern as this may rekindle interest for large-format retail to locate in an area with lower taxation and more available (shovel-ready) sites for new development.

### **Proposed new boundary:**

The proposed new boundary reflects a pragmatic approach to addressing the needs in the short and medium terms so as to dove-tail with the Official Plan and development pressures as currently being experienced.

There are existing peripheral areas of the downtown which were arbitrarily left out of the BIA with those boundaries running down the middle of streets which made no practical sense either then or now.

The parameters for the new boundaries were predominantly modeled after the study area as defined in the 2012 Brook-McIlroy Central Area Design Study. This study including the methodology and recommendations are used as the starting point for how the proposed new boundaries were determined. It is also important to note that the Town's Official Plan was also used as a guiding document.

The former downtown landfill site is problematic from an environmental and expansion perspective which Town Council and the BIA will need to address in the near future.

The public process will engage the proposed new members and will be held in strict accordance with the Municipal Act. The public engagement process will be very clear



and well-established. The BIA is acutely aware that public feedback and dialogue will ultimately shape the finalized boundaries, if there is any change or if the process is halted.

The BIA has a clear plan to articulate the benefits of said boundary expansion. The important financial impact of note is that if the proposed boundary is adopted without modification; the existing membership will see a decline in BIA assessment on the current base of (11.7%) for the 2021 budget year.

Where possible, in order to construct a contiguous map; the lines are drawn through some residential areas. This is not unlike other BIA's. This has no impact on residential taxation. The intent is to properly link all proximate cultural, heritage and park assets within the 1.0 kilometer zone as discussed in this report.

Note: Only those properties described as "rateable" will see any change to their municipal tax bill. These are described in the act as those zoned as commercial or industrial property tax classes.

There are a number of additional businesses on the cusp of the BIA that should be included in the boundary expansion initiative. These are discussed in the 2021 BIA budget and business plan documents in specific detail and are included in the assessment Excel spreadsheet with the impacts clearly noted.

## **Economic Development and Retail Recruitment**

The BIA continues to liaise with partners in the community to advance the collective interest of economic development while actively searching for new businesses to locate in the Tillsonburg BIA area.

The BIA team continues to gather data and has proactively undertaken efforts to keep in touch with the national, regional and local chain retailers and others to promote the town and the growth profile. This effort is ongoing.

Tillsonburg is still underserved in some retail segments; restaurants; lodging; experiential tourism; microbrewery/wineries; and others.

The pandemic impact is muting some forward action at present however this will not dampen reaching out to build a more robust CBD.

## Transportation network plan

The Central Area Design Study also included a detailed analysis of the current and future transportation network for the CBD. This analysis again supports the BIA boundary expansion rationale particularly with reference to the existing entrepreneurial zone:



### Legend

Primary Street (Existing)	
Secondary Street (Existing)	
Tertiary Street (Existing)	
Tertiary Connection (Potential)	
Intersection (Signalized)	
Study Area Boundary	

This section of the Central Area Design Study makes clear where the traffic patterns flow in and out of the CBD and entrepreneurial zones of the town. The BIA agrees with these assumptions and analysis. This was also used as a basis for determining the recommended boundaries for the zone expansion.

## 2021 approved BIA Budget and Business Plans

For review by council and staff; we have attached the budget and business plans which have a greater amount of detail as to the rationale and analysis of the proposed boundary expansion request.

The BIA team is available to review these in detail with members of the Tillsonburg Corporate team and members of town council.

## Financial impact

The proposed boundary expansion as presented, leverages the BIA cost base which results in the comparable rateable properties seeing a decline of (-11.7%) vs. FY 2020. The cost to service the new areas is modest and results in leverage to the BIA cost structure on both a short and long term basis. There is no increased request in MOU funds from the Town of Tillsonburg to service this area.

The Tillsonburg Town Centre Mall represents 43% of the current assessment by dollar in the existing BIA. With new expanded zone; the TTC share of the aggregate assessment drops to 34%.

<b>New zone assessment:</b>	<b>\$ 20,219,100</b>
<b>Existing BIA zone assessment:</b>	<b>\$ 76,722,000</b>
<b>Total assessment of new BIA zone:</b>	<b>\$ 96,941,100</b>
<b>2021 BIA levy</b>	<b>\$ 164,270</b>

The larger area presents new opportunity for additional BIA sponsorship revenues via the proposed street banner program which is planned for 2021.

The summary of new zone rateable properties with the financial impact is attached as an enclosure to this report.

## Summary:

The Central Business District is currently built out.

The time is now to proactively plan for the addition of areas in the central zone and areas east of the downtown to accommodate the demand in the near and mid-term. Similar approaches were undertaken in 1978-1980 for the construction of the Tillsonburg Town Centre Mall and most recently in 2003 with the realignment of Bridge Street to create the site for Canadian Tire.

The proposed boundary adjustment reflects a balanced approach keeping in mind the following:

- a) Requests by businesses to join the BIA;
- b) Requests by businesses to participate in the Façade Improvement Program;
- c) Natural topographic limitations to the west and south of the existing BIA boundary;
- d) Forecasting of growth already in the pipeline;
- e) Building a bridge between the two (2) existing central commercial areas of the town (Downtown CBD & TILL-CON retail node) as noted in the report in point "g" below;
- f) The need to create additional space for the location of new businesses in the Central Business District area; (including large-format retail);
- g) Implementation of recommendations contained in the Central Area Design Study report from Brook-McIlroy dated August 2012;
- h) Respecting the process as outlined in the Municipal Act;
- i) Respect for the environment and greening of the town;
- j) Implementation of best practices from an urban planning perspective;
- k) Protecting the existing Central Business District;
- l) Ensuring that the partnership that has been built over the past number of years with the Town of Tillsonburg continues forward in the spirit of the continuous improvement philosophy;
- m) The cost of the BIA is leveraged and results in a notable decline in comparable BIA levy assessment per rateable property.

The BIA recommends to the Council of the Town of Tillsonburg that the Clerk of the Municipality begin the process for public engagement to discuss expansion of the existing BIA boundaries as contained in this report. The BIA fully understands that the public engagement process will ultimately shape the final outcome(s) and will be subject to that process in its entirety.

ENCLOSURES: (attached)



**Subject:** Inclement Weather Policy and Closure of Facilities

**Report Number:** CLK 21-04

Author: Michelle Smibert, Town Clerk

Meeting Type: Council Meeting

Meeting Date: Monday, January 25, 2021

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## **RECOMMENDATION**

THAT the Inclement Weather Policy be adopted and that the CAO be given the authority to close certain facilities in the case of certain adverse weather conditions.

## **BACKGROUND**

Staff had some discussion about inclement weather and what the policy or procedure would be in the case of a snow storm, etc. Currently, there is no policy in place.

## **DISCUSSION**

There are multiple layers to be considered including staff compensation, if and when staff leave early or when they are not able to come into work due to adverse weather conditions. Then each department needs to make decisions on what programs will operate and notice of any program cancellations or changes. In addition, there may be an occasion when facilities need to be closed (due to safety and to help mitigate our liability if the entrances or sidewalks can't be cleared for example) and due to the quick action needed to make this determination, it is best for the CAO to have the authority to close facilities.

In any event, the Council will certainly be notified of any closures or cancellation of programs due to inclement weather.

CLK 21-04

**CONSULTATION**

The management team.

**FINANCIAL IMPACT/FUNDING SOURCE**

N/A

**COMMUNITY STRATEGIC PLAN (CSP) LINKAGE**

1. Excellence in Local Government
  - ☒ Demonstrate strong leadership in Town initiatives
  - ☐ Streamline communication and effectively collaborate within local government
  - ☐ Demonstrate accountability
2. Economic Sustainability
  - ☐ Support new and existing businesses and provide a variety of employment opportunities
  - ☐ Provide diverse retail services in the downtown core
  - ☐ Provide appropriate education and training opportunities in line with Tillsonburg's economy
3. Demographic Balance
  - ☐ Make Tillsonburg an attractive place to live for youth and young professionals
  - ☐ Provide opportunities for families to thrive
  - ☐ Support the aging population and an active senior citizenship
4. Culture and Community
  - ☐ Promote Tillsonburg as a unique and welcoming community
  - ☐ Provide a variety of leisure and cultural opportunities to suit all interests
  - ☐ Improve mobility and promote environmentally sustainable living

**ATTACHMENTS**

Appendix A – Inclement Weather Policy

Policy #

**ADMINISTRATION**

Policy #: \_\_\_\_ Inclement Weather Policy

Approval Date: January 25, 2021

Approval Authority: Council, Resolution # 2021-

Effective Date: January 25, 2021

Next Scheduled Review Year: 2022

Department: Human Resources

Last reviewed: January 25, 2021

Revision Date/s:

Schedules:

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**POLICY STATEMENT**

The safety of all employees is a priority of the Town of Tillsonburg. The Town recognizes that inclement weather may make it difficult for employees to safely get to and from work, and is committed to maintaining a consistent policy for employees who may be impacted.

**PURPOSE**

Town offices and facilities at all locations shall be open during regular working hours unless inclement weather is so severe that, in the opinion of the Chief Administrative Officer (CAO), or his/her designate, any of the offices or facilities should be closed. Closure of a Town facility due to inclement weather shall be deemed to mean that the business activity for that facility shall cease and staff shall be permitted to vacate his/her workstation. It is understood that not all Town facilities or services may be affected by the same inclement weather event.

**SCOPE**

This policy applies to all Town of Tillsonburg employees, unless they are performing an essential duty at the time of the severe weather.

## **PROCEDURE**

### **1. Full Time Employees**

- a) All employees shall make every reasonable effort, consistent with personal safety, to report to work
- b) If inclement weather makes it difficult for an employee to arrive at their workplace, the employee must notify their supervisor within a half hour of their start time or as soon as possible thereafter to report their absence. The employee may request to use their vacation time, time in lieu, or unpaid time.
- c) When employees are at their workplace and the weather becomes severe, an employee is required to notify their Supervisor that they will be leaving early. The employee may use their vacation time, time in lieu, or unpaid time.
- d) An employee who was scheduled to be off on vacation, personal time, lieu time, unpaid leave or other is not entitled to equivalent time off or pay at a later date

### **2. Part Time Employees**

- a) All employees shall make every reasonable effort, consistent with personal safety, to report to work.
- b) If inclement weather makes it difficult for an employee to arrive at their workplace, the employee must notify their supervisor within a half hour of their start time or as soon as possible thereafter to report their absence. As a part time employee these hours will not be paid.
- c) When employees are at their workplace and the weather becomes severe, an employee is required to notify their Supervisor that they will be leaving early. The employee will not be paid for remaining hours they were scheduled to work.
- d) An employee who was scheduled to be off on vacation, personal time, lieu time, unpaid leave or other is not entitled to equivalent time off or pay at a later date

### **Responsibility:**

- 1. The Chief Administrative Officer (CAO) is responsible for making the decision to close the Town facilities/offices due to inclement weather.
- 2. Management is responsible for:
  - a) Approving employee's time, whether time is to be made up or if work can be completed at home, taken as vacation, lieu, banked or unpaid time;
  - b) Ensuring employee's time is appropriately recorded in Dayforce.
- 3. Employees are responsible for:



- a) Advising Management within an appropriate timeframe of lateness or absence from work due to inclement weather;
- b) Obtaining Management prior approval when leaving work early due to inclement weather;
- c) Obtaining Management approval to either make time up, take vacation, lieu, banked or unpaid time.

Note: Every effort will be undertaken to perform the work at home if possible.

### **Closure of Town Facilities/Offices**

1. Concerns over employee, customer, and public safety will be paramount in the decision to close any Town facilities or offices.
2. The decision to close Town facilities or offices will be made by the CAO or designate and will be made in consideration of:
  - a) Storm severity
  - b) Travel warnings
  - c) Weather reports from Environment Canada
  - d) Road conditions for the Town of Tillsonburg and surrounding area
  - e) Accessibility of Town facilities – parking lots, sidewalks, driveways
  - f) School and other business and service closures
3. If the CAO decides to close Town facilities/offices, the CAO will authorize an e-mail to all employees and direct that notification be posted on the Town of Tillsonburg website. Management will be responsible for notifying all affected employees.
4. If the CAO decides to close the Town facilities/office prior to the start of the workday, employees will not be required to attend work unless their work is deemed an essential service (including but not limited to: fire communications, water/wastewater and public works for road/sidewalk safety). Employees will be paid as if they had come to work and if an employee is able to work from home then every effort will be made to do so.
5. If the CAO decides to close the Town facilities/offices during the workday, employees will be sent home and will receive full wages for the balance of that day. If an employee is able to work from home then every effort will be made to do so.

6. Employees who were unable to report to work, arrived late, or left prior to the closure will be required to make up or otherwise account for their time up to the time of the closure and will receive full wages for the balance of that day.
7. Employees who are not scheduled to work at that time or on that day, who are already on an approved vacation, lieu, or banked time, or any other approved time off are not entitled to equivalent time off at a later date.



**Subject:** Community Improvement Plan Application – 38 Ridout Street West

**Report Number:** DCS 21-01

**Author:** Cephas Panschow

**Meeting Type:** Council Meeting

**Meeting Date:** Monday, January 25, 2021

## RECOMMENDATION

THAT Council receives Report DCS 21-01 Community Improvement Plan Application – 38 Ridout Street West;

AND THAT the 38 Ridout Street West property be approved for an additional Accessibility Renovation Grant of \$10,000.

## BACKGROUND

Tillsonburg Town Council passed the following resolution at their September 14, 2020 meeting:

### **Resolution # 2020-405**

**Moved By:** Councillor Luciani

**Seconded By:** Deputy Mayor Beres

THAT Council receive Report DCS 20-23 Community Improvement Plan Application – 38 Ridout Street West;

AND THAT the 38 Ridout Street West property be approved for the Accessibility Renovation Grant in matching funds to a maximum contribution of \$3,000;

AND THAT 38 Ridout Street West property be approved for the Tax Increment Equivalent Grant Back Program subject to meeting program requirements;

AND THAT 38 Ridout Street West property be approved for the Permit Fee Grant Back Program subject to meeting program requirements.

Subsequent to this, the property owner has constructed an accessible patio. However, the cost of the patio increased from the initial estimate of \$29,000 submitted with their earlier Community Improvement Plan application to approximately \$52,759 or nearly double. This was due in part to the original quote being based on a residential construction design based on an assumption made by the design company as well as complications that arose during construction. The applicant has indicated that the increase in the construction costs has resulted in significant financial hardship for them,

DCS 21-01

especially through the pandemic and, with the current shutdown, there could be further impacts. The owner has asked if additional funds are available through the Town's Community Improvement Plan.

## DISCUSSION

Typically, the maximum amount of funding provided under the Accessibility Renovation Grant is \$3,000 on a 50:50 matching basis. In this case, the application has incurred \$52,759 in costs with a \$3,000 grant approved by the Town. This amount represents approximately 6% of the project costs.

In reviewing this request for additional funding, the Development Commissioner believes that it meets the criteria of the program and is recommending that it be approved. Supporting this application will help maintain jobs and investment through the redevelopment of the 38 Ridout Street West property.

If approved, the funds would be provided upon successful completion of the patio as confirmed by the Building, Planning and Bylaw Services Department.

## CONSULTATION/COMMUNICATION

The application has been submitted by an existing property owner in the community. The Community Improvement Plan was developed through extensive consultation and input from the Economic Development Advisory Committee and the community.

The request for additional funding has been circulated to the Building, Planning and Bylaw Services and Finance Departments as well as the Downtown Business Improvement Association.

Department	Comment
Building, Planning and Bylaw Services	<p>The project is not complete as the barrier free ramp has to be completed to grade. Believe this was the only commercial patio constructed on private property in 2020.</p> <p>From a planning perspective, not sure an outdoor deck/patio is worthy of any higher level of support under the CIP framework.</p>
Finance Department	Taxes have to be verified as up to date before any funds are released.
Business Improvement Association	Support providing additional funding to the property as this is a unique situation and considering the challenges that the food services sector are experiencing.

**FINANCIAL IMPACT/FUNDING SOURCE**

The approved 2021 Economic Development & Marketing Budget includes \$20,000 in funding for the Community Improvement Plan. No applications have been approved so far in 2021.

**COMMUNITY STRATEGIC PLAN (CSP) LINKAGE**

1. Excellence in Local Government
  - ☐ Demonstrate strong leadership in Town initiatives
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  - ☐ Provide diverse retail services in the downtown core
  - ☐ Provide appropriate education and training opportunities in line with Tillsonburg's economy
3. Demographic Balance
  - ☒ Make Tillsonburg an attractive place to live for youth and young professionals
  - ☐ Provide opportunities for families to thrive
  - ☒ Support the aging population and an active senior citizenship
4. Culture and Community
  - ☐ Promote Tillsonburg as a unique and welcoming community
  - ☒ Provide a variety of leisure and cultural opportunities to suit all interests
  - ☒ Improve mobility and promote environmentally sustainable living

DCS 21-01

### Schedule A – Deck as Constructed





DCS 21-01

**Schedule B – Previous Deck Location**





**Subject:** Animal Care and Control By-Law

**Report Number:** DCS 21-02

**Author:** Cameron Cyr, By-Law Enforcement Officer/Geno Vanhaelewyn, CBO

**Meeting Type:** Council Meeting

**Meeting Date:** Monday, January 25, 2021

## RECOMMENDATION

THAT Council receives report DCS 21-02 Animal Care and Control By-Law for information;

AND THAT a By-Law to regulate the licensing and control of animals in the Town of Tillsonburg be brought forward for Council's consideration.

## BACKGROUND

The Town's current Animal Care and Control By-Law 3507 was last reviewed and adopted by Town of Tillsonburg Council in May 2011. The current by-law regulates licensing and control of animals within Town limits. Over the past ten years, the by-law has performed reasonably well and timing precipitated the need for a comprehensive review.

## DISCUSSION

The following table provides a general overview and identifies the proposed Animal Care and Control By-Law improvements/changes identified by staff along with resident feedback over the years.

Item	Changes
Definitions and Interpretation (Part 1)	<ul style="list-style-type: none"> <li>New definitions added to provide clarity to by-law changes which include: Altered, Breeding, Competent person, Extreme Weather, Feed or Feeding, Regulated Health Professional, Service Animal, Tether, Wild Animal, Without Provocation.</li> </ul>
Licensing of Dogs and Cats (Part 3)	<ul style="list-style-type: none"> <li>Changed date of pet license expiry from December 31st to February 28th.</li> <li>Added notification requirements by owners who no longer have their pets.</li> <li>Proposed lower rate licensing fee for new pets part way through the year.</li> </ul>



DCS 21-02

Keeping of Animals (Part 4)	<ul style="list-style-type: none"> <li>Current by-law permits 3 dogs and 2 cats. Proposed changes increase the total cats to 3 for a total combined number of 5 animals. No more than 3 dogs &amp; 2 cats or 3 cats &amp; 2 dogs.</li> </ul>
Feeding of Wild Animals (Part 7)	<ul style="list-style-type: none"> <li>New section added for restrictions on feeding wild animals.</li> </ul>
Schedule A- Prohibited Animals	<ul style="list-style-type: none"> <li>Prohibited list has been changed to a table/schedule for ease of review and interpretation.</li> </ul>

Proposed changes listed above are identified in the attached Current Consolidated Animal Care and Control By-Law (tracked revisions) document attached to this report.

### CONSULTATION

Copies of the by-laws along with supporting material were made available for public consultation from November 17, 2020 to December 8, 2020 as per the Town's public engagement policy. The draft by-law was posted on the Town website, advertised in the local paper, circulated to the Chamber and BIA.

Two inquiries/comments were received as a result of the public consultation and were explanatory and administrative in nature. This along with the provided communication from staff are listed below:

1. Inquiry related to wildlife rehabbers still being permitted in Town with new proposed changes to By-Law 3507.

*There are no proposed changes to the by-law in this regard and are permitted to continue with rehab as in the past.*

2. Recommendation that the Town arrange to have diseased or injured wildlife in the Town of Tillsonburg picked up and if necessary euthanized by our Animal Control contractor.

*Currently, the Town's Animal Control contractor responds and picks up diseased or injured wildlife on Town property such as road allowances, parks, Town owned property/buildings, etc. If owners require assistance on their own property related to wildlife, the Town advises that there are several trappers available including the Town's Animal Control contractor who may be able to assist; however, the owner requiring the service pays for this required service. We are not sure what these contractors charge except for the Town's contractor and the fees for service required by the owner may be negotiated and may vary dependent on the situation.*

DCS 21-02

**FINANCIAL IMPACT/FUNDING SOURCE**

The cost to communicate and amend promotional materials for the public will be funded from the approved 2021 Protection budget.

**COMMUNITY STRATEGIC PLAN (CSP) LINKAGE**

1. Excellence in Local Government ☒ Demonstrate strong leadership in Town initiatives
  - ☒ Streamline communication and effectively collaborate within local government
  - ☐ Demonstrate accountability
2. Economic Sustainability
  - ☐ Support new and existing businesses and provide a variety of employment opportunities
  - ☐ Provide diverse retail services in the downtown core
  - ☐ Provide appropriate education and training opportunities in line with Tillsonburg's economy
3. Demographic Balance
  - ☐ Make Tillsonburg an attractive place to live for youth and young professionals
  - ☐ Provide opportunities for families to thrive
  - ☐ Support the aging population and an active senior citizenship
4. Culture and Community
  - ☐ Promote Tillsonburg as a unique and welcoming community
  - ☐ Provide a variety of leisure and cultural opportunities to suit all interests
  - ☐ Improve mobility and promote environmentally sustainable living

**ATTACHMENTS**

Appendix A – Red lined version

Appendix B – Proposed By-Law

**CORPORATION OF THE TOWN OF TILLSONBURG  
ANIMAL CARE AND CONTROL BY-LAW 3507**

**A By-law** to provide for the licensing, regulation, and control of animals within the Town of Tillsonburg.

**Index**

<b>Part</b>	<b>Subject</b>
I	Definitions
II	Administration and Enforcement
III	Licensing of Dogs and Cats
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V	Animal Enclosures
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VII	Animals at large
VIII	Seizure and Impoundment
IX	Quarantine of Animals
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CORPORATION OF THE TOWN OF TILLSONBURG

ANIMAL CARE AND CONTROL BY-LAW [????](#)  
~~Consolidated- Amended March 1, 2018 (By-Law 4169)~~

WHEREAS sections 9 to 11 of *the Municipal Act, 2001*, S.O. 2001, c. 25, as amended (hereinafter referred to as "*Municipal Act*"), confer the power to pass by-laws regulating or prohibiting animals to a lower-tier municipality;

AND WHEREAS section 103 of *the Municipal Act* confers the power upon a municipality to pass a by-law to provide for the seizure and impounding of animals being at large or trespassing and the sale of impounded animals under certain conditions;

AND WHEREAS section 105 of the *Municipal Act* requires Council or a Committee of Council of the municipality to hold a hearing on whether to exempt an owner in whole or in part from muzzling requirements of a dog, when so requested by the dog owner;

AND WHEREAS section 391 of *the Municipal Act* enables a municipality to pass by-laws imposing fees or charges on any class of persons for services or activities provided or done by or on behalf of it;

AND WHEREAS the *Dog Owner's Liability Act, 1990*, as amended, including amendments made by *the Public Safety Related to Dogs Statute Law Amendment Act, 2005*, provides for the control of dogs.

AND WHEREAS Council deems it expedient to ensure that animals are kept and treated in a humane manner and that the owners of animals provide good quality care to them;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF TILLSONBURG ENACTS AS FOLLOWS:

PART I: DEFINITIONS

(1) In this By-law,

["Altered" means spayed or neutered;](#)

**"animal"** means any member of the animal kingdom, other than human, as defined in the *Municipal Act*;

**"animal enclosure"** means an enclosed place for the keeping of animals, but the yard of a property where fencing has been erected on or along the property lines for the purposes of enclosing, in whole or in part, the yard itself, shall not be deemed to be an animal enclosure;

**"Animal Control Officer "** means any person designated or contracted as an animal Control Officer by the Town and shall include a Police Officer and the Municipal By-law Enforcement Officer for the purpose of this bylaw.

**"Animal Control Committee"** means a committee that is responsible for considering appeals in accordance with the procedures established under the provisions of the Statutory Powers Procedure Act. The Committee considers appeals to Muzzle Orders (muzzle/leash an animal) issued by Animal Control Officers.

The Committee is authorized by the Statutory Powers Procedure Act to do the following:

- Hear appeals filed by appellants;
- Execute all of the powers of an Animal Control Officer; and,
- Confirm, modify, or rescind Muzzle Orders, or extend the time for complying with a Muzzle Order.

**"at large"** or **"trespass"** means an animal being at any place other than the premises of the owner of the animal and not under the control of the owner or a person acting on behalf of the owner, and in the case of dogs including not being put on a leash, except where the owner of the property, other than the animal owner's property, permits the animal to be on his or her property;

**"Breeding"** mean the production of offspring;

**"cat"** means a domesticated feline animal, male or female, spayed or neutered or natural, and harboured or kept by any person;

**"Competent person"** means a person having the strength and capacity to securely control an animal so as to not permit or allow unwanted contact with another person or animal;

**"Corporation"** means The Town of Tillsonburg

**"Council"** means the Council of The Corporation of the Town of Tillsonburg.

**"dangerous dog"** means a dog that in the absence of any mitigating factor has bitten or attacked a person or domestic animal, or has behaved in a manner that poses a menace to the safety of persons or other domestic animals. Dangerous dog also means a dog, previously designated as a potentially dangerous dog, that is kept or permitted to be kept by its owner in violation of the requirements for such dog;

**"disturbs"** means any persistent sound made by an animal or bird which disturbs the peace, quiet, comfort or repose of any individual in any dwelling house, apartment house, hotel or any other type of residence is prohibited.

**"dog"** means a domesticated canine animal, male or female, spayed or neutered or natural, harboured or kept by any person;

**"domestic animal"** means an animal kept by or living with human beings;

**"dwelling unit"** means one (1) or more habitable rooms occupied or capable of being occupied by a person or a family as an independent and separate housekeeping establishment in which separate kitchen and sanitary facilities are provided for the use of such person or family, with a private entrance from outside the building or from a common hallway or stairway inside the building in which the dwelling unit is located;

**"Extreme Weather"** means a cold warning, heat warning, or other weather warning or alert issued by Environment Canada for weather in the Town of Tillsonburg including but not limited to extreme cold or hot weather, snow storms, freezing rains, heavy rainfall, hurricane winds;

**"Feed or Feeding"** means the deliberate act of furnishing, or making food or other substances available which is likely to be consumed by wild animals, strays, feral or abandoned animals;

**"Guard Dog"** means a dog used for security purposes on land legally used for "industrial or commercial purposes;

**"Guide Dog"** as defined in the Blind Persons' Rights Act means a dog where a certificate is produced from a recognized training establishment

[stating the dog is being used as an assistance dog.](#)

**“identification microchip”** means a transponder implanted into an animal by a veterinarian and registered with a pet identification entity;

**“impounded”** shall mean seized, delivered, received or taken into the pound or any authorized vehicle operated by an Officer pursuant to the provisions of this by-law;

**"keep"** means to have temporary or permanent control or possession of an animal;

**“kennel”** means any building, pen or other structure, but not including a building used for human habitation, in which dogs and or cats not belonging to the owner of the property, in return for payment of a fee, are kept for breeding or boarding;

**"leash"** means a rope, chain or other restraining device not exceeding 2 meters (6 feet, 6 inches) in length, except for pit bull dogs the leash for which shall not exceed 1.8 meters (5.9 feet) in length;

[\*\*“License Issuer”\*\* means the Customer Service Center of the Town of Tillsonburg or an agent who is appointed by the Town of Tillsonburg whose duties include the issuance of dog and cat licences;](#)

**“Mitigating factor”** means a circumstance which excuses aggressive behavior of a dog and without limiting the generality of the foregoing, may include circumstances where:

(a) The dog was, at the time of the aggressive behavior, acting in defense to an attack from a person or domestic animal,

(b) the dog was, at the time of the aggressive behavior, acting in defense of its young or reacting to a person or domestic animal trespassing on the property of its owner, or

(c) The dog was, at the time of the aggressive behavior, being teased, provoked or tormented.

**“Municipal By-law Enforcement Officer”** means an Officer designated by the Council and whose duties include the enforcement of this Bylaw.

**"Municipality"** means the Corporation of the Town of Tillsonburg

**"muzzle"** means a humane fastening or covering device over the mouth of a dog that is strong enough and well-fitted enough to prevent the dog from biting, without interfering with the breathing, panting or vision of the dog or without interfering with the dog's ability to drink;

**"muzzle order"** means an Order issued by the Animal Control Officer or an Officer for a muzzle to be placed on a dog;

**“Officer”** is the Animal Control Officer designated by the Council, a Municipal By-law Enforcement Officer designated by the Council and a Police Officer.

**"owner"** means a person who keeps, harbours or has custody of an animal, and, in the case of a minor, "owner" means the person responsible for the custody of the minor. If there is more than one owner of an animal, they are jointly and severally the owner;

**"person"** means an individual, partnership, association, firm or corporation;

**"pet shop"** means an establishment engaged in the retail sale of animals.

**"pet shop keeper"** means a person who has the charge, care or ownership of a pet shop.

**"pigeon"** means a member of a widely distributed family of birds derived from self-sustaining captive populations of Columbidae (pigeons and doves), and includes a racing pigeon which, through breeding, has developed the distinctive physical and mental characteristics as to enable it to return to its home after having been released a considerable distance there from, and which is also known as a homer pigeon, homing pigeon, or carrier pigeon;

**"pit bull"** means the breed of dog which includes:

- (a) a pit bull terrier,
- (b) a Staffordshire bull terrier,
- (c) an American Staffordshire terrier,
- (d) an American pit bull terrier, or
- (e) a member of a class of dogs that have the appearance and physical characteristics that are substantially similar to dogs referred to in (a) through (d) above. In determining whether a dog is a pit bull regard may be had to the breed standards established, for dogs referred to in (a) through (d) above, by the Canadian Kennel Club, the United Kennel Club, the American Kennel Club or the American Dog Breeders Association.

**"police work dog"** means a dog trained for and engaged in law enforcement by any federal, provincial or municipal government agency;

**"potentially dangerous dog"** means a dog that in the absence of any mitigating factors, chases or approaches any person or domestic animal, anywhere other than on the property of its owner, in a menacing fashion or apparent attitude of attack, including but not limited to, aggressive behavior such as growling or snarling or ~~shows the disposition or tendency to be threatening or aggressive.~~ a dog that otherwise demonstrates a propensity or disposition to attack without provocation, persons or domestic animals;

**"pound"** means such premises and facilities designated by the Town of Tillsonburg

**"Pound Keeper"** means any person designated or contracted by the Town of Tillsonburg to maintain and administer a pound and impound dogs and or cats.

**"premises"** includes a dwelling unit, a house or building and the land or premises on which the building or house is situated or attached;

**"prohibited dog"** means:

- (a) a pit bull dog that is not restricted,
- (b) a pit bull dog, previously designated as a restricted dog, that is kept or permitted to be kept by its owner in violation of the requirements for such dog, or
- (c) a dog, previously designated as a potentially dangerous dog or a dangerous dog that is kept or permitted to be kept by its owner in violation of the requirements for such dog.

**"protective care"** means the temporary keeping of an animal as a result of an eviction, incarceration, medical or fire emergency, or any other situation that an Officer deems appropriate for the health and safety of the animal;



**“Regulated Health Professional”** means an audiologist, chiropractor, nurse, occupational therapist, optometrist, physician or surgeon, physiotherapist, psychologist, or psychotherapist.

**“restrained”** means being kept inside a building or house or in an enclosed pen of a minimum size for each dog of 4’ wide 12’ long 6’ high, completely enclosed with 9 gauge mesh wire with a poured concrete floor to prevent a dog from coming in contact with or making a real and substantial threat of attack on any person or a domestic animal.

**“restricted dog”** means a dog that is a pit bull that is owned by a resident on August 29, 2005, or it is born before the end of the 90-day period beginning on August 29, 2005, and that has been registered by the owner with the Corporation and maintains a valid municipal dog license;

**"sanitary condition"** means a condition that does not result in an accumulation of fecal matter, odour, insect infestation, or rodent attractants which endanger the health, comfort or convenience of any person or animal;

**"sanitize"** means to clean for the purpose of controlling disease-producing organisms and "sanitized" has a corresponding meaning; and

**"service animal"** means an animal easily identifiable as relating to a disability wearing a vest or harness and documentation is produced from a Regulated Health Professional confirming the animal is required due to a disability. ~~trained by a recognized school for service as a guide dog for the blind or visually-impaired, a guide dog for the deaf or hearing-impaired, or special skills dog for other disabled persons and includes an animal used in therapy, registered with a recognized organization for that purpose; and~~

**“Tether”** means a rope, chain or similar device which is used to tie, secure an animal to a post, wall or other such structures, so that the animal will stay in a particular area on a property;

**“Town”** shall mean The Corporation of the Town of Tillsonburg

**“veterinarian”** means a member of the College of Veterinarians of Ontario.

**“Wild Animal”** means all mammals, birds, and reptiles, other than domestic animals, including feral cats and wild dogs.

**“Without Provocation”** means the absence of any teasing, tormenting or abusive or unwanted physical or verbal contact by the Individual or Animal.

**PART II: ADMINISTRATION AND ENFORCEMENT**

**(2)** The Animal Control Officer shall be responsible for the administration & enforcement of this by-law.

**PART III: LICENSING OF DOGS & CATS**

**REQUIREMENTS OF A LICENSE**

**(3)**

(a) No person, who is residing temporarily or permanently within the Town of

Tillsonburg shall own, keep, possess or harbour a dog unless a license has been issued under this bylaw.

- (b) No person, who is residing temporarily or permanently within the Town of Tillsonburg shall own, keep, possess or harbor a cat unless a license has been issued under this bylaw.
- (c) The Town of Tillsonburg may appoint and authorize a license agent to assist the By-law Enforcement Officer with the issuance of licenses required under this bylaw, and every such license shall be executed on behalf of the Corporation.
- (d) The owner of any dog or cat within the limits of the Town of Tillsonburg shall cause such dog and or cat to be registered with the Corporation and shall be furnished with a dog/cat tag on payment of the annual license fee.

- (e) Puppies may be kept with the mother for a period not exceeding two (2) months/sixty (60) days following birth. Kittens may be with the mother for a period not exceeding two (2) months following birth.
- (f) Every person selling a puppy of a dog that is required to be licensed pursuant to this bylaw shall notify the license issuer upon the sale of the puppy providing the name and address of any purchaser who is a Town resident.
- (g) Every person selling a kitten of a cat that is required to be licensed pursuant to this bylaw shall notify the license issuer upon the sale of the kitten providing the name and address of any purchaser who is a Town resident.
- (h) The owner shall keep such tag furnished securely fixed on the dog at all times during the year and until the owner procures a tag for the following year.
- (i) The owner shall keep such tag furnished securely fixed on the cat at all times during the year and until the owner procures a tag for the following year.
- (j) All dogs must be registered and license fees paid for on or before- February 28<sup>th</sup> March 31<sup>st</sup>. All license fees paid for after February 28<sup>th</sup> March 31<sup>st</sup> shall be subject to a license fee increase of five (\$ 5.00) dollars.
- (k) All cats must be registered and license fees paid for on or before February 28<sup>th</sup> March 31<sup>st</sup>. All license fees paid for after February 28<sup>th</sup> March 31<sup>st</sup> shall be subject to a licence fee increase of five (\$5.00) dollars.
- (l) A person who acquires a dog during the year shall obtain from the Town of Tillsonburg a dog tag license within ten (10) days after acquiring the dog.
- (m) A person who acquires a cat during the year shall obtain from the Town of Tillsonburg a cat tag license within ten (10) days after acquiring the cat.
- (n) Every dog tag licence shall expire on ~~December~~ February 28<sup>th</sup> 31<sup>st</sup> of the year for which same is issued and every dog owner shall renew the dog tag yearly.
- (o) Every cat tag license shall expire on ~~December~~ February 28<sup>th</sup> 31<sup>st</sup> of the year for which same is issued and every cat owner shall renew the cat tag yearly.
- ~~(p) Every license issued pursuant to this by-law shall notify the license issuer forthwith upon the death or change of ownership of a dog so licenced.~~  
Every owner of a licensed dog and/or cat shall notify the License Issuer in writing if the animal is sold, gifted, transferred to another person, or deceased within fourteen (14) days of the change in ownership.
- ~~(q) Every license issued pursuant to this by-law shall notify the license issuer forthwith upon the death or change of ownership of a cat so licensed.~~
- ~~(p) No person shall transfer a license or tag issued by the Town of Tillsonburg from one owner to another, or from one dog to another.~~
- ~~(r) Where an Owner acquires a dog or cat or moves to the Town of Tillsonburg after February 28<sup>th</sup> and before November 1<sup>st</sup> of the following year, the Owner shall pay a fixed amount equal to one-half of the annual registration fee as set out in the Rates and Fees By-Law at the time of registration.~~
- (q)
- ~~(s) No person shall transfer a license or tag issued by the Town of Tillsonburg from one owner to another, or from one cat to another.~~
- (r) Owners shall supply the Town of Tillsonburg or the licensing agent with a description of each dog/cat-, sufficient to identify such dog/cat; and a record shall be kept identifying the dog /cat and showing the name, address and telephone number of the owner; and the serial number of the dog /cat tag

furnished.

(s) Every pet shop keeper shall submit on a monthly basis, to the License Issuer, the names, and addresses of Town residents who have purchased dogs and cats from the said pet shop.

(t) The annual license fees payable by the owner of every dog/cat -under this By-law, as set out in the Town's Rates and Fees By-Law, shall be the rates approved by the Town of Tillsonburg from time to time.

~~(t)~~

(u) The License Issuer shall maintain a registry with the serial number of the dog/cat tag along with name, address and telephone number of the owner, the name, breed, colour, markings, gender of the dog/cat. If the dog/cat is spayed or neutered or natural, and the date that the dog/cat tag is furnished to the owner. Any changes to the status of the dog(s) /cats must be reported promptly to the License Issuer.

~~(u)~~

~~(v)(n) Every pet shop keeper shall submit on a monthly basis, to the License Issuer, the names, and addresses of Town residents who have purchased dogs and cats from the said pet shop.~~

~~(v) The annual license fees payable by the owner of every dog/cat under this By-law, as set out in the Town's Rates and Fees By-Law, shall be the rates approved by the Town of Tillsonburg from time to time.~~

~~(w) The Animal Control Officer shall maintain a registry with the serial number of the dog/cat tag along with name, address and telephone number of the owner, the name, breed, colour, markings, gender of the dog/cat. If the dog/cat is spayed or neutered or natural, and the date that the dog/cat tag is furnished to the owner. Any changes to the status of the dog(s) /cats must be reported promptly to the License Issuer.~~

~~(x) Where a dog/cat tag issued pursuant to the provisions of this by-law has been lost or destroyed, the owner on application to the Animal Control Officer~~

~~(v) /Customer Service- Licensing Issuer~~ may be issued a new dog/cat tag upon payment of the replacement fee as set out in the Town of Tillsonburg Rates and Fees By-Law.

~~(y)(w)~~ The requirement for a dog/cat license does not apply to a pet shop whose business includes the sales of dogs or cats;

~~(z)(x)~~ Service Animals/Guide Dogs ~~where a certificate is produced from a recognized training establishment stating that the dog is being used as a service animal~~ are exempt from purchasing a license subject to the owner providing documentation to the Licensing Issuer.

#### APPLICATION FOR A LICENSE:

~~(4) The Licensing Issuer Animal Control Officer and the Customer Service Department of the Municipality shall:~~

- (i) Review and process all applications for licenses and tags; and
- (ii) Issue all licenses and tags when application is made in accordance with the provisions of this by-law.

~~(5) An application for a license shall be completed on the forms provided by the Customer Service Centre designated by the License Issuer.~~ ~~(ii)~~

- (i) All dog and cat owners shall make application to the license issuer forthwith upon commencing ownership of the dog /cat.
- (ii) Every application shall be accompanied by the following:
  - (a) Description of dog or cat including colour breed and name
  - (b) Owners certifying on the application that the dog and or cat has been vaccinated against rabies.
  - (c) Applicable fee

#### **PART IV: KEEPING OF ANIMALS**

##### GENERAL PROVISIONS:

**(6)** Every owner of an animal shall treat the animal in a humane manner, including but not limited to the provision of:

- (i) a shelter for the animal that is waterproof and that protects the animal from exposure to the elements;
- (ii) a shelter for the animal that is adequate for its size and breed;
- (iii) adequate amounts of potable water for the animal; and food of a type and in amounts nutritionally adequate for the animal.

**(7)** No person shall keep an animal in an unsanitary condition.

**(8)** Whether temporarily, permanently, or otherwise, no more than 3 domestic dogs, 3 domestic cats, or a total combined number of 5 animals of an age in excess of 2 months shall be kept, harboured, maintained or possessed at any one location within the Town of Tillsonburg.

**(9)** Whether temporarily, permanently or otherwise, no more than a total of two (2) of the following animals shall be kept, harboured, maintained or possessed at any one location within the Town of Tillsonburg:

- ~~(a) two (2) domestic cats of an age in excess of 2 months~~
- ~~(b)~~(a) guinea pig,
- ~~(c)~~(b) gerbil,
- ~~(d)~~(c) hamster
- ~~(e)~~(d) rabbit,
- ~~(f)~~(e) chinchilla,
- ~~(g)~~(f) iguana
- ~~(h)~~(g) turtle with shell size of 8 inches in diameter

**(10)** Section 8 and 9 do not apply to:

- (a) pet shops in the Town of Tillsonburg;
- (b) A police work dog in a Police Canine Unit;
- (c) kennels located in compliance with the Town of Tillsonburg zoning by-law and *the Ontario Building Code Act, 1992*, as amended, and licensed by the Town of Tillsonburg;
- (d) The keeping of animals on lands zoned for agricultural purposes;

**(11)** Sections 8, 9 and 13 do not apply to:

- (a) an animal hospital or clinic that is lawfully operated and supervised by a veterinarian licensed by the Ontario Veterinary Association;
- (b) a pound designated by the Town of Tillsonburg;
- (c) any organization permitted by law to provide protection and humane treatment of animals;
- (d) any person while rendering emergency treatment to an injured or abandoned animal;
- (e) the Corporation or other governmental authority while lawfully operating a public park, exhibition, or zoological garden, and maintaining animals therein;
- (f) Any person in charge of a traveling circus, exhibition, or road show, or any employee thereof, lawfully displaying animals;
- (g) Persons operating premises registered as research facilities under the *Animals for Research Act*, R.S.O.1990, c. A-22, as amended, or the persons in charge, or the employees thereof, during the course of their duties;

- (12) No person shall keep, or cause to be kept, a reptile, insect or amphibian permitted under this by-law outside a building or structure unless it is in an appropriate animal enclosure.

#### GENERAL RESTRICTIONS:

- (13) No person shall keep, harbour or possess any animal or animals listed in Schedule A to this By-Law ~~of any of the following classes~~ in the Town of Tillsonburg:

- ~~(a) All marsupials (such as kangaroos and opossum);~~
- ~~(b) All non-human primates (such as gorillas and monkeys);~~
- ~~(c) All felids (such as lions and tigers), except for the domestic cat;~~
- ~~(d) All canidae (such as wolves and hybrids), except for the domestic dog;~~
- ~~(e) All viverridae (such as mongooses, civets and genets);~~
- ~~(f) All mustelids (such as skunks, weasels, otters and badgers), except the domestic ferret;~~
- ~~(g) All ursidae (bears)~~
- ~~(h) All artiodactylous ungulates (such as domestic goats, sheep, pigs and cattle);~~
- ~~(i) All procyonids (such as raccoons, coatis and cacomistles);~~
- ~~(j) All hyaenas;~~
- ~~(k) All pinnipeds (such as seals, fur seals and walruses);~~
- ~~(l) All snakes of the families pythonidae and boidae;~~
- ~~(m) All venomous reptiles~~
- ~~(n) All ratite birds (such as ostriches, emus, rheas, cassowaries)~~
- ~~(o) All diurnal and nocturnal raptors (such as eagles, hawks and owls);~~
- ~~(p) All edentates (such as anteaters, sloths and armadillos);~~
- ~~(q) All bats;~~
- ~~(r) All crocodilians (such as alligators and crocodiles)~~
- ~~(s) All arachnids (such as tarantulas);~~
- ~~(t) All prohibited dogs;~~
- ~~(u) All galliformes (such as grouse, pheasants, turkeys);~~
- ~~(v) All anseriformes (such as ducks, geese, swans);~~
- ~~(w) All sciuridae (such as prairie dogs, giants squirrels and flying squirrels);~~
- ~~(x) All perissodactylus ungulates (such as horses, ponies, donkeys and zebra);~~
- ~~(y) All elephants;~~
- ~~(z) Any other exotic animals not specified above.~~

- (14) Notwithstanding Section 13, on lands zoned for agricultural purposes, institutional or open space or a legal non-conforming status under the Town's Zoning By-law 3295, as amended, no person shall keep, or cause to be kept, any animals listed in Section 13- Schedule A, except for pigeons and ~~or~~ any other domestic animal.

- (15) No person who operates a business within the Municipality that includes the sale of pets or other animals shall sell, offer to sell, or otherwise make available in any way to any person any animal listed in Section 13- Schedule A except those animals mentioned in Section 14.

#### DANGEROUS DOGS

- ~~(16)~~ The owner of a "dangerous dog" shall obtain and maintain in force a policy of public liability ownership issued by an insurer licensed by the Province of Ontario providing third party liability coverage in an amount of not less than 2 million (2,000,000) dollars for any damage or injury caused by the "dangerous dog". A



certified copy of the said policy shall be provided annually with the Animal Control Officer of the Town of Tillsonburg.

#### ANIMALS KEPT PRIOR TO MAY 24th, 2011:

~~(17)~~(16) Section 13 and 14 shall not prevent any person from keeping, harbouring or possessing any animal if such animal was lawfully being kept, harboured or possessed by that same person prior to May 24th, 2011 and for so long as the animal continues to be kept, harboured or possessed by the person.

#### PIT BULLS - SPECIAL REQUIREMENTS:

~~(18)~~(17) No person shall:

- (a) own a pit bull, except a restricted pit bull; breed a pit bull; transfer a pit bull by sale;
- (b) Transfer a pit bull by gift or bequest; if the person to whom the pit bull is transferred will own more pit bulls after August 29th, 2005 than on that day (maximum number of dogs per premises is three)
- (c) transfer more than one pit bull by gift or bequest to a person who did not own a pit bull on August 29<sup>th</sup>, 2005;
- (d) abandon a pit bull other than to a pound operated by or on behalf of the Municipality, the province or a designated body;
- (e) Allow a pit bull in his or her possession to stray;
- (f) Train a pit bull for fighting.

#### PIT BULLS - OTHER REQUIREMENTS:

~~(19)~~(18) All other requirements regarding Pit Bulls specifically shall be in accordance with the *Dog Owner's Liability Act, 1990* (DOLA), as amended, including regulations pertaining to DOLA, and *the Animals for Research Act, 1990*, as amended.

#### KEEPING OF PIGEONS:

~~(20)~~(19) Pigeons that are registered with a National Racing Association may not exceed twenty four (24) in number. They may be kept provided the pens have been approved by such licensing association and follow the requirements set out in Sections 21, 22, 23, and 24.

- (a) Every owner of a pigeon shall band and keep banded each pigeon with an identifying leg band issued by a registered pigeon association/organization in Canada.

~~(21)~~(20) No person whether temporarily, permanently or otherwise shall keep or cause to be kept more than (10) domestic pigeons on any lands zoned for agricultural purposes and follow the requirements set out in Sections 21, 22, 23, and 24.

~~(22)~~(21) Every owner of any pigeon shall keep all grains and foodstuff in air-tight containers.

### **PART V: ANIMAL ENCLOSURES**

#### GENERAL PROVISIONS:



~~(23)~~(22) Every owner of an animal shall ensure that the animal enclosure provided for the animal meets the following requirements, regardless of whether the animal enclosure is located indoors or outdoors:

- (i) The animal enclosure shall be of a size and in a condition such that the animal may:
  - (a) extend its legs, wings, and body to their full natural extent;
  - (b) stand;
  - (c) sit;
  - (d) perch;
- (ii) Every reptile, fish, and amphibian shall be provided with an enclosed space adequate for the needs of the species;
- (iii) The enclosure is of such a nature and condition that the animal contained therein would not be harmed and its health would not be negatively affected for the reason of being placed in such an animal enclosure;
- (iv) Every animal contained therein may be readily observed unless the natural habits of the animal require otherwise.
- (v) The animal enclosure is kept in a clean and sanitary condition.
- (vi) The animal enclosure is kept free of offensive odour.
- (vii) The animal enclosure is escape proof.

#### ADDITIONAL PROVISIONS FOR OUTDOOR ANIMAL ENCLOSURES:

~~(24)~~(23) Except for the keeping of animals on lands zoned for agricultural purposes:

- (i) no person shall keep, or cause to be kept, an animal enclosure for an animal outside a building or structure unless:
  - (a) the animal enclosure is in the rear yard; and
  - (b) the animal enclosure, is located at least 3.1 meters (10 feet) from the property line and a least 6.1 meters (20 feet) from any school, church, or residential building not located on the same lot; and
- (ii) No person shall within the Town of Tillsonburg have a dog under control on a leash exceeding 2 meters (6 feet, 6 inches) in length. The dog shall be in the rear yard of the owner's property, and the dog shall not be able to approach or chase any person or domestic animal other than those belonging on the dog owner's property. When a dog is off the owner's property, the "leash" requirements apply.
- (iii) no person shall keep or cause to be kept a pigeon enclosure outside a building or structure unless the enclosure is located at least 6.1 meters (20 feet) from the property line, or within 19.8 meters (65 feet) of any school, church or residential building not located on the same lot.

~~(25)~~(24) In addition to the requirements in this part of the by-law, an animal enclosure kept outside shall be:

- (i) soundly constructed of hard, durable material;

- (ii) Impervious to water for the housing unit within the enclosure and the housing unit must comply with all animal enclosure requirements;
- (iii) Constructed of a material that may be readily sanitized;
- (iv) Maintained in a good state of repair from cracks, holes, rust and other damage;
- (v) Kept in a way that minimizes as nearly as practicable the transfer of disease-causing agents; and
- (vi) Adequately ventilated and maintained at a suitable temperature and lighting for the health, welfare and comfort of the animal enclosed therein.

**(26)**

- (i) Compliance with the requirements under this Part does not exempt any person from compliance with other applicable laws and by-laws, including the *Building Code Act 1992*, as amended, and the municipal zoning by-law.
- (ii) In the event of any conflict between the provisions of this Part and the provisions of any other by-laws, the provisions of this Part shall prevail.

- (27)** Every owner shall allow any Officer to carry out an inspection of premises where animal(s) of the owner are kept or to make inquiries deemed necessary for the purposes of insuring compliance with this bylaw.

**KENNELS :****(28)**

- (i) No person shall within the Town of Tillsonburg keep a kennel without a license.
- (ii) All persons operating a kennel of dogs and or cats that are registered or eligible for registration with an association incorporated under the *Animal Pedigree Act* (Canada) shall make application to the license issuer for a kennel license.
- (iii) All such applications shall be accompanied by the following information:
  - (a) Name and address of Kennel owner
  - (b) Location of kennel
  - (c) Proof of zoning approval for said location;
  - (d) Applicable fee
- (iv) No Kennel or Pound shall be kept within the limits of the Town of Tillsonburg upon any premises unless the same are at least one hundred and twenty five (125) feet from any school, church, dwelling or other premises occupied by the keeper or members of his or her immediate family and such Kennel or Pound shall meet all requirements pursuant to regulations of the Ministry of Agriculture and Food.

**PART VI: EXCREMENT**

**(29)**

- (i) Every person having care or control of an animal shall forthwith remove and dispose of any excrement left by the animal on any property including highways.
- (ii) Subsection (i) does not apply to:
  - (a) persons reliant upon a service animal while that animal is being used to aid a person with a visual, hearing or other impediment;
  - (b) owners of racing pigeons when the pigeons are at large during permitted flight times.
  - (c) permitted farm animals as noted in Section 14 when animals are on lands zoned for agricultural purposes, as long as the animals are on the lands of their owner.

**PART VII: ANIMALS AT LARGE****(30)**

- (i) No person shall within the Town of Tillsonburg, fail to prohibit an animal from running at large.
- (ii) A dog is not considered to be at large if the dog is:
  - (a) a service animal or a police work dog; or
  - (b) on the premises of a person who has consented to the dog on the person's premises.
- (iii) No person shall allow or permit any animal to trespass on private property.
- (iv) A pigeon is not considered to be at large if it is flying:
  - (a) Before 9:00 a.m. or after 5:00 p.m. during the months of April to September, inclusive; or
  - (b) Before 10:00 a.m. or after 3:00 p.m. during the months of October to March, inclusive; and
  - (c) under the owner's personal supervision, or under the supervision of another competent person who is acting on the owner's behalf to control the pigeons.
- (v) In addition to subsection iv, a pigeon is not considered to be at large if a member of a pigeon organization or association in Canada supervises a flight of the racing pigeon while carrying on the duties of such organization or association.

**PART VIII: SEIZURE & IMPOUNDMENT****(31)**

- (i)
  - (a) Any animal found at large contrary to this by-law may be seized by an Officer.
  - (b) An Officer may take possession of an animal for the purpose of providing protective care to it at any time when the Officer deems it necessary to

provide protective care to the animal.

- (ii) A dog or cat seized under this by-law shall be impounded for a period of three days, exclusive of the day on which the dog and or cat was impounded and statutory holidays and Sundays, unless:
  - (a) The dog and or cat is redeemed by the Owner during this time period of impoundment in accordance with the provisions of this by-law;
  - (b) The dog and or cat was seized for the purpose of providing protective care to it; or
  - (c) In the opinion of the Pound Keeper, the dog and or cat should be euthanized or receive veterinary care immediately.
  - (d) A dog and or cat is seized for the purpose of providing protective care, in which case it shall be impounded for a period of up to ten (10) days, exclusive of the day in which the dog and or cat was impounded and statutory holidays and Sundays, unless the animal is redeemed by the owner during this period of impoundment in accordance with the provisions of this by-law or is euthanized for humane reasons.
  - (e) Where the Pound Keeper has impounded a dog or a cat that has a tag, name plate and other means of identification, the Pound Keeper shall take all reasonable steps to find the owner of the dog and or cat and shall forthwith notify the owner, if found, that the dog and or cat has been impounded and can be redeemed on payment in full of all costs.
  
- (iii)
  - (a) The owner of an animal impounded under this by-law may redeem the animal upon payment of the appropriate impoundment and maintenance fees for the time of the impoundment as per the Town's Rates and Fees By-Law.
  - (b) In addition to subsection iii. a., the owner of a dog or cat seized and impounded shall produce a valid license for the dog and or cat before the owner may redeem it.
  - (c) If a valid license cannot be produced under subsection iii. b. the owner of the dog or cat shall obtain a license for the dog and or cat and will be responsible for the payment of the penalty as set by the Town's Rates and Fees By-Law before the owner may redeem it.
  
- (iv) If an animal is not redeemed within the time period specific in this by-law, the animal shall become the property of the Pound Keeper and may be:
  - (a) Put up for adoption;
  - (b) Euthanized by the Pound Keeper's designated veterinarian; or
  - (c) Sold for such price as the Pound Keeper may consider proper.
  
- (v) A Pound Keeper may euthanize an animal without delay without permitting any person to redeem it if:
  - (a) The animal seized and impounded under this by-law is seriously injured or ill and should be euthanized without delay for humane reasons; or
  - (b) Euthanasia of the animal seized and impounded under this by-law is necessary for the safety of persons or animals that are endangered.
  
- (vi) Where a dog and or cat is captured or taken into custody and the services of a veterinarian are secured by the Pound Keeper, the owner shall pay to the Pound Keeper all fees and charges of the veterinarian in addition to all other fees and per diem charges payable under this by-law, as set out in the Town's Rates and

Fees By-Law whether the dog and or cat is alive, dies, or is euthanized. No damages or compensation shall be recovered by the owner of the animal.

- (vii) No person shall forcibly retrieve a dog or cat from the Pound Keeper, or premises of the pound or break and enter into a patrol vehicle or a live trap, or retrieve a dog or cat, without payment in full of all fees and charges required to be paid under this by-law, in accordance with the Town's Rates and Fees By-Law.
- (viii) Every pound fee and board fee that is unpaid in whole or in part is a debt due to the Pound Keeper and is recoverable in any court of competent jurisdiction in which a debt or money demand may be recovered.

## **PART IX: QUARANTINE OF ANIMALS**

**(32)**

- (i) If, in the opinion of the local Health Unit or an Officer, an animal shall be put in quarantine, the owner of the animal shall:
  - (a) comply with the quarantine order of the Health Unit or Officer; and
  - (b) be responsible for the costs associated with the quarantine, including the costs of any veterinary care required for the animal and any other applicable fees.

## **PART X: PRECAUTIONS BY DOG OWNERS**

**(33)** The owner of a dog shall exercise reasonable precautions to prevent it from:

- (i) biting or attacking a person or domestic animal;
- (ii) behaving in a manner that poses a menace to the safety of persons or domestic animals;
- (iii) shall ensure the dog is properly leashed when not on the property of the owner, or not on the property of a person who authorizes the dog to be on his/her property;

**(34)** No person who owns, harbours, or possesses any dog shall permit a dog or dogs to howl or bark as to cause noise, which disturbs, whereas likely to disturb the inhabitants of the Town of Tillsonburg.

**(35)** No person shall cause, permit or allow an Animal to be confined in a vehicle or trailer attached to a vehicle without appropriate ventilation during extreme weather as to ensure the Animal is not in pain, distress or subject to undue suffering while in the vehicle.

## **PART XI: MUZZLE ORDER - DOGS**

**(365)**

- (i) Where an Officer determines that a dog is a potentially dangerous dog or a dangerous dog, the Animal Control Officer may issue a Muzzle Order to the owner of the dog.
- (ii) The Animal Control Officer may impose conditions on the Muzzle Order to ensure the health and safety of the owner, the dog, and other persons and animals, and the order is effective immediately on issuance.

~~(376)~~

- (i) A Muzzle Order may be served by:
  - (a) delivering it personally to the owner of the dog; or
  - (b) Sending it by registered mail to the last known address of the owner of the dog.

~~(37)~~ (38) Notwithstanding other sections of the Bylaw, when a Muzzle Order has been served, the owner of a dog:

- (i) shall ensure that the dog shall be restrained when on the owner's premises and
  - (a) Shall be kept inside a building or house or enclosed pen of a minimum size for each dog of 4' wide 12' long, 6' high, completely enclosed with 9 gauge mesh wire with a poured concrete floor to prevent a dog from coming in contact with or making a real and substantial threat of attack on any person or a domestic animal.
- (ii) Shall not permit the dog to be off the premises of the owner unless it is muzzles, and securely leashed on a 2 foot lead.
- (iii) Further to Sections 36 i. and ii. the dog may be restrained, leashed and muzzled through any other means as directed by the Animal Control Officer.
- (iv) Shall ensure that the dog does not bite, chase, or attack a person or a domestic animal on any property including that of the owner.
- (v) Shall put the dog under the control of a person at least eighteen (18) years of age when the dog is not on the owner's premises.
- (vi) Shall notify the Animal Control Officer within five (5) days of transfer if the dog is transferred to a new location or if the ownership of the dog is transferred to another person in the municipality, and the Muzzle Order shall still apply.
- (vii) Shall ensure that the dog is spayed or neutered;
- (viii) Shall obtain a warning sign as prescribed by the Animal Control Officer which shall be posted and displayed continuously by the owner in a prominent location in close proximity where the particular dog is kept;
- (ix) The dog shall be implanted with an identification microchip
- (x) Shall comply with any other conditions imposed in the Muzzle Order.

~~(38)~~ (39) Where a dog has been ordered to be muzzled by an Animal Control Officer, pursuant to the provisions of this by-law, the aggrieved owner of the dog may apply for a hearing in respect of such Muzzle Order.

- (i) An application for a hearing shall be made in writing and delivered to the Town Clerk or designate within sixty (60) days of the Muzzle Order being issued.
- (ii) Upon receipt of the application and required fee of \$110.00 (or as amended by the Town Rates and Fees By-Law), the Town Clerk or designate shall convene a hearing of the "Animal Control Committee" and shall give seven (7) days notice to the appellant by either personal service or by registered mail of the date, time and location of the hearing.
- (iii) The "Animal Control Committee" shall be comprised of the Chief Building Official or designate, the Town Clerk or designate, two (2) current members of Council, and one (1) member of the public.
- (iv) When the owner of the dog does not attend at the proper time and place, the "Animal Control Committee" may proceed with the hearing and the appellant shall not be entitled to any further notice of the proceeding.
- (v) Notwithstanding that an Applicant has applied for a hearing to appeal the Muzzle Order, the Muzzle Order takes effect when it is served on the person to whom it is directed and remains in effect until the "Animal Control Committee" has made its decision on the appeal.
- (vi) A written copy of the decision from the "Animal Control Committee" shall be made and prepared as soon as it is practicable after the conclusion of the

hearing and shall be sent to the appellant by either ordinary mail or registered mail.

- (vii) The "Animal Control Committee" may, at its discretion, reserve its decision to be presented later, which shall not be later than 10 days from the hearing date.
- (viii) The decision of the committee is final and binding.
- (ix) A Muzzle Order expires when the dog dies or the Animal Control Officer is satisfied that it no longer resides in the Town of Tillsonburg.

**PART XII: PAYMENT FEES**

**GENERAL PROVISIONS:**

**(3940)**

- (i) All dogs or cats impounded under the authority of this by-law shall be taken to the Pound, where they shall be confined subject to the right of an owner to redeem the dog and or cat within 72 hours exclusive of the day the dog or car was impounded by paying the Pound Keeper the impound callout fee and applicable daily boarding fee and, if required, the dog and or cat tag fee as per the Town's Rates and Fees By-Law.
- (ii) The payment of any fees and charges are required under this by-law does not constitute partial or full payment of any fines imposed by a court of competent jurisdiction for an offence committed under this or any other by-laws.

**PART XIII: OFFENCE**

**(40)(41)** Every person who contravenes any provision of this by-law is guilty of an offence and is liable to a fine and any other penalties imposed pursuant to *the Provincial Offences Act, 1990*, c. P-33, as amended, *the Dog Owner's Liability Act, 1990*, as amended, if applicable, and *the Pounds Act, 1990*, as amended, if applicable.

**PART XIV: VALIDITY**

**(41)(42)** If a court of competent jurisdiction declares any section or part of a section of the by-law invalid, it is the intention of Council that the remainder of the by-law shall continue to be in force.

**PART XV: REPEAL AND EFFECTIVE DATE**

**(42)(43)** Town of Tillsonburg Bylaws ~~2988, 2999~~3507 and 4169 ~~and 3009~~ are hereby repealed.

**(43)(44)** This bylaw shall come into full force and effect on the day of its final passing thereof and upon approval from the Ministry of the Attorney General.

**PART XVI: SHORT TITLE**

**(44)(45)** This by-law shall be referred to as the "Animal Care and Control By-law".

**PART XVII: SUBJECT TO RATES AND FEES BY-LAW**

**(45)(46)** The fees associated with this by-law shall be in accordance with the current Rates and Fees By-Law for the Town of Tillsonburg.

READ A FIRST TIME AND SECOND TIME THIS ~~9<sup>th</sup> day of May, 2011~~. READ  
A THIRD AND FINAL TIME AND PASSED this ~~24<sup>th</sup> day of May, 2011~~.

SIGNATURE \_\_\_\_\_  
Mayor - ~~John Lessif~~ Stephen Molnar

SIGNATURE \_\_\_\_\_  
Clerk - ~~Donna Hemeryck~~ Michelle Smibert



SCHEDULE “A”

PROHIBITED ANIMALS

CLASS	ORDER	COMMON NAMES
MAMMALS	<a href="#">Artiodactyla</a>	Such as cattle, goats, sheep, pigs, deer, elk
	<a href="#">Canidae</a>	Such as coyotes, wolves, foxes, hybrid wolf dogs (except domestic dogs)
	<a href="#">Chiroptera</a>	Such as bats, fruit bats, myotis, flying foxes
	<a href="#">Edentates</a>	Such as anteaters, sloths, armadillos
	<a href="#">Felidae</a>	Such as tigers, leopards, cougars, lions, lynx (except domestic cats)
	<a href="#">Hyaenidae</a>	Such as hyaenas
	<a href="#">Lagomorpha</a>	Such as hares, pikas (except domestic rabbits)
	<a href="#">Marsupialia</a>	Such as koalas, kangaroos, possums, wallabies (except sugar gliders derived from self-sustaining captive population)
	<a href="#">Mustelidae</a>	Such as mink, skunks, weasels, otters, badgers (except ferrets)
	<a href="#">Primates</a>	Such as chimpanzees, gorillas, monkeys, lemurs
	<a href="#">Perissodactyla</a>	Such as horses, donkeys, jackasses, mules, zebras, ponies
	<a href="#">Proboscidea</a>	Such as elephants, rhinoceros, hippopotamus
	<a href="#">Procyonidae</a>	Such as coatimundi, cacomistles, raccoons
	<a href="#">Rodentia</a>	Such as porcupines, prairie dogs, nutria, (except rodents such as chinchillas, hamsters and guinea pigs which do not exceed 1,500 grams and are derived from a self-sustaining captive population)
	<a href="#">Ursidae</a>	Such as bears
	<a href="#">Viverridae</a>	Such as mongoose, civets, genets
REPTILES	<a href="#">Crocodylia</a>	Such as alligators, crocodiles, gavials, caimans
	<a href="#">Squamata</a>	Lizards that are venomous or that reach an adult length larger than 2 metres (6.56 feet) Snakes that are venomous Snakes of the families pythonidae and boidae
	<a href="#">Testudines</a>	Such as terrapins, tortoises, turtles (except turtles derived from a self-sustaining captive population)
BIRDS	<a href="#">Anseriformes</a>	Such as ducks, geese, swans, screamers
	<a href="#">Galliformes</a>	Such as pheasants, grouse, guinea fowl, turkeys, chickens, pea fowl
	<a href="#">Struthioniformes</a>	Such as ostriches, rheas, cassowaries, emus, kiwis
	<a href="#">Raptors</a>	Such as eagles, hawks, falcons, owls
• <a href="#">Any other exotic animals not specified above</a>		



## THE CORPORATION OF THE TOWN OF TILLSONBURG BY-LAW 2021-\_\_\_\_

**A BY-LAW to provide for the licensing, regulation, and control of animals within the Town of Tillsonburg.**

**WHEREAS** sections 9 to 11 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended (hereinafter referred to as "Municipal Act"), confer the power to pass by-laws regulating or prohibiting animals to a lower-tier municipality;

**AND WHEREAS** section 103 of the Municipal Act confers the power upon a municipality to pass a by-law to provide for the seizure and impounding of animals being at large or trespassing and the sale of impounded animals under certain conditions;

**AND WHEREAS** section 105 of the Municipal Act requires Council or a Committee of Council of the municipality to hold a hearing on whether to exempt an owner in whole or in part from muzzling requirements of a dog, when so requested by the dog owner;

**AND WHEREAS** section 391 of the Municipal Act enables a municipality to pass by-laws imposing fees or charges on any class of persons for services or activities provided or done by or on behalf of it;

**AND WHEREAS** the Dog Owner's Liability Act, 1990, as amended, including amendments made by the Public Safety Related to Dogs Statute Law Amendment Act, 2005, provides for the control of dogs.

**AND WHEREAS** Council deems it expedient to ensure that animals are kept and treated in a humane manner and that the owners of animals provide good quality care to them;

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

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## PART 1: DEFINITIONS

### 1. Definitions:

**“Altered”** means spayed or neutered;

**“Animal”** means any member of the animal kingdom, other than human, as defined in the Municipal Act;

**“Animal Control Committee”** means a committee that is responsible for considering appeals in accordance with the procedures established under the provisions of the Statutory Powers Procedure Act. The Committee considers appeals to Muzzle Orders (muzzle/leash an animal) issued by Animal Control Officers.

The Committee is authorized by the Statutory Powers Procedure Act to do the following:

- Hear appeals filed by appellants;
- Execute all of the powers of an Animal Control Officer; and,
- Confirm, modify, or rescind Muzzle Orders, or extend the time for complying with a Muzzle Order.

**“Animal Control Officer”** means any person designated or contracted as an Animal Control Officer by the Town and shall include a Police Officer and the Municipal By-law Enforcement Officer for the purpose of this bylaw.

**“Animal Enclosure”** means an enclosed place for the keeping of animals, but the yard of a property where fencing has been erected on or along the property lines for the purposes of enclosing, in whole or in part, the yard itself, shall not be deemed to be an animal enclosure;

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**“At large”** or **“trespass”** means an animal being at any place other than the premises of the owner of the animal and not under the control of the owner or a person acting on behalf of the owner, and in the case of dogs including not being put on a leash, except where the owner of the property, other than the animal owner’s property, permits the animal to be on his or her property;

**“Breeding”** mean the production of offspring;

**“Cat”** means a domesticated feline animal, male or female, spayed or neutered or natural, and harboured or kept by any person;

**“Competent person”** means a person having the strength and capacity to securely control an animal so as to not permit or allow unwanted contact with another person or animal;

**“Corporation”** means The Town of Tillsonburg

**“Council”** means the Council of The Corporation of the Town of Tillsonburg.

**“Dangerous dog”** means a dog that in the absence of any mitigating factor has bitten or attacked a person or domestic animal, or has behaved in a manner that poses a menace to the safety of persons or other domestic animals. Dangerous dog also means a dog, previously designated as a potentially dangerous dog, that is kept or permitted to be kept by its owner in violation of the requirements for such dog;

**“Disturbs”** means any persistent sound made by an animal or bird which disturbs the peace, quiet, comfort or repose of any individual in any dwelling house, apartment house, hotel or any other type of residence is prohibited.

**“Dog”** means a domesticated canine animal, male or female, spayed or neutered or natural, harboured or kept by any person;

**“Domestic animal”** means an animal kept by or living with human beings;

**“Dwelling unit”** means one (1) or more habitable rooms occupied or capable of being occupied by a person or a family as an independent and separate housekeeping establishment in which separate kitchen and sanitary facilities are provided for the use of such person or family, with a private entrance from outside the building or from a common hallway or stairway inside the building in which the dwelling unit is located;

**“Extreme Weather”** means a cold warning, heat warning, or other weather warning or alert issued by Environment Canada for weather in the Town of Tillsonburg including

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but not limited to extreme cold or hot weather, snow storms, freezing rains, heavy rainfall, hurricane winds;

**“Feed” or “Feeding”** means the deliberate act of furnishing, or making food or other substances available which is likely to be consumed by wild animals, strays, feral or abandoned animals;

**“Guard Dog”** means a dog used for security purposes on land legally used for “industrial or commercial purposes;

**“Guide Dog”** as defined in the Blind Persons’ Rights Act means a dog where a certificate is produced from a recognized training establishment stating the dog is being used as an assistance dog.

**“Identification microchip”** means a transponder implanted into an animal by a veterinarian and registered with a pet identification entity;

**“Impounded”** shall mean seized, delivered, received or taken into the pound or any authorized vehicle operated by an Officer pursuant to the provisions of this by-law;

**“Keep”** means to have temporary or permanent control or possession of an animal;

**“Kennel”** means any building, pen or other structure, but not including a building used for human habitation, in which dogs and or cats not belonging to the owner of the property, in return for payment of a fee, are kept for breeding or boarding;

**“Leash”** means a rope, chain or other restraining device not exceeding 2 meters (6 feet, 6 inches) in length, except for pit bull dogs the leash for which shall not exceed 1.8 meters (5.9 feet) in length;

**“License Issuer”** means the Customer Service Center of the Town of Tillsonburg or an agent who is appointed by the Town of Tillsonburg whose duties include the issuance of dog and cat licences;

**“Mitigating factor”** means a circumstance which excuses aggressive behavior of a dog and without limiting the generality of the foregoing, may include circumstances where:

- a) The dog was, at the time of the aggressive behavior, acting in defense to an attack from a person or domestic animal,
- b) the dog was, at the time of the aggressive behavior, acting in defense of its young or reacting to a person or domestic animal trespassing on the property of its owner, or

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- c) The dog was, at the time of the aggressive behavior, being teased, provoked or tormented.

**“Municipal By-law Enforcement Officer”** means an Officer designated by the Council and whose duties include the enforcement of this Bylaw.

**“Municipality”** means the Corporation of the Town of Tillsonburg

**“Muzzle”** means a humane fastening or covering device over the mouth of a dog that is strong enough and well-fitted enough to prevent the dog from biting, without interfering with the breathing, panting or vision of the dog or without interfering with the dog's ability to drink;

**“Muzzle order”** means an Order issued by the Animal Control Officer or an Officer for a muzzle to be placed on a dog;

**“Officer”** is the Animal Control Officer designated by the Council, a Municipal By-law Enforcement Officer designated by the Council and a Police Officer.

**“Owner”** means a person who keeps, harbours or has custody of an animal, and, in the case of a minor, "owner" means the person responsible for the custody of the minor. If there is more than one owner of an animal, they are jointly and severally the owner;

**“Person”** means an individual, partnership, association, firm or corporation;

**“Pet shop”** means an establishment engaged in the retail sale of animals.

**“Pet shop keeper”** means a person who has the charge, care or ownership of a pet shop.

**“Pigeon”** means a member of a widely distributed family of birds derived from self-sustaining captive populations of Columbidae (pigeons and doves), and includes a racing pigeon which, through breeding, has developed the distinctive physical and mental characteristics as to enable it to return to its home after having been released a considerable distance there from, and which is also known as a homer pigeon, homing pigeon, or carrier pigeon;

**“Pit bull”** means the breed of dog which includes:

- a) a pit bull terrier,
- b) a Staffordshire bull terrier,
- c) an American Staffordshire terrier,
- d) an American pit bull terrier, or



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- e) a member of a class of dogs that have the appearance and physical characteristics that are substantially similar to dogs referred to in (a) through (d) above. In determining whether a dog is a pit bull regard may be had to the breed standards established, for dogs referred to in (a) through (d) above, by the Canadian Kennel Club, the United Kennel Club, the American Kennel Club or the American Dog Breeders Association.

**"Police work dog"** means a dog trained for and engaged in law enforcement by any federal, provincial or municipal government agency;

**"Potentially dangerous dog"** means a dog that in the absence of any mitigating factors, chases or approaches any person or domestic animal, anywhere other than on the property of its owner, in a menacing fashion or apparent attitude of attack, including but not limited to, aggressive behavior such as growling or snarling or a dog that otherwise demonstrates a propensity or disposition to attack Without Provocation, persons or domestic animals;

**"Pound"** means such premises and facilities designated by the Town of Tillsonburg

**"Pound Keeper"** means any person designated or contracted by the Town of Tillsonburg to maintain and administer a pound and impound dogs and or cats.

**"Premises"** includes a dwelling unit, a house or building and the land or premises on which the building or house is situated or attached;

**"Prohibited dog"** means:

- a) a pit bull dog that is not restricted,
- b) a pit bull dog, previously designated as a restricted dog, that is kept or permitted to be kept by its owner in violation of the requirements for such dog, or
- c) a dog, previously designated as a potentially dangerous dog or a dangerous dog that is kept or permitted to be kept by its owner in violation of the requirements for such dog.

**"Protective care"** means the temporary keeping of an animal as a result of an eviction, incarceration, medical or fire emergency, or any other situation that an Officer deems appropriate for the health and safety of the animal;

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**“Regulated Health Professional”** means an audiologist, chiropractor, nurse, occupational therapist, optometrist, physician or surgeon, physiotherapist, psychologist, or psychotherapist.

**“Restrained”** means being kept inside a building or house or in an enclosed pen of a minimum size for each dog of 4’ wide 12’ long 6’ high, completely enclosed with 9gauge mesh wire with a poured concrete floor to prevent a dog from coming in contact with or making a real and substantial threat of attack on any person or a domestic animal.

**“Restricted dog”** means a dog that is a pit bull that is owned by a resident on August 29, 2005, or it is born before the end of the 90-day period beginning on August 29, 2005, and that has been registered by the owner with the Corporation and maintains a valid municipal dog license;

**“Sanitary condition”** means a condition that does not result in an accumulation of fecal matter, odour, insect infestation, or rodent attractants which endanger the health, comfort or convenience of any person or animal;

**“Sanitize”** means to clean for the purpose of controlling disease-producing organisms and "sanitized" has a corresponding meaning; and

**“Service animal”** means an animal easily identifiable as relating to a disability wearing a vest or harness and documentation is produced from a Regulated Health Professional confirming the animal is required due to a disability.

**“Tether”** means a rope, chain or similar device which is used to tie, secure an animal to a post, wall or other such structures, so that the animal will stay in a particular area on a property;

**“Town”** shall mean The Corporation of the Town of Tillsonburg

**“Veterinarian”** means a member of the College of Veterinarians of Ontario.

**“Wild Animal”** means all mammals, birds, and reptiles, other than domestic animals, including feral cats and wild dogs.

**“Without Provocation”** means the absence of any teasing, tormenting or abusive or unwanted physical or verbal contact by the Individual or Animal.

## **PART 2: ADMINISTRATION AND ENFORCEMENT**

2. The Animal Control Officer shall be responsible for the administration & enforcement of this by-law.

**PART 3: LICENSING OF DOGS AND CATS****Requirements of a licence:**

## 3. Requirements of a license:

- a. No person, who is residing temporarily or permanently within the Town of Tillsonburg shall own, keep, possess or harbour a dog unless a license has been issued under this bylaw.
- b. No person, who is residing temporarily or permanently within the Town of Tillsonburg shall own, keep, possess or harbor a cat unless a license has been issued under this bylaw.
- c. The Town of Tillsonburg may appoint and authorize a license agent to assist the By-law Enforcement Officer with the issuance of licenses required under this bylaw, and every such license shall be executed on behalf of the Corporation.
- d. The owner of any dog or cat within the limits of the Town of Tillsonburg shall cause such dog and or cat to be registered with the Corporation and shall be furnished with a dog/cat tag on payment of the annual license fee.
- e. Puppies may be kept with the mother for a period not exceeding two (2) months/sixty (60) days following birth. Kittens may be with the mother for a period not exceeding two (2) months following birth.
- f. Every person selling a puppy of a dog that is required to be licensed pursuant to this bylaw shall notify the license issuer upon the sale of the puppy providing the name and address of any purchaser who is a Town resident.
- g. Every person selling a kitten of a cat that is required to be licensed pursuant to this bylaw shall notify the license issuer upon the sale of the kitten providing the name and address of any purchaser who is a Town resident.
- h. The owner shall keep such tag furnished securely fixed on the dog at all times during the year and until the owner procures a tag for the following year.

- i. The owner shall keep such tag furnished securely fixed on the cat at all times during the year and until the owner procures a tag for the following year.
- j. All dogs must be registered and license fees paid for on or before February 28th. All license fees paid for after February 28th shall be subject to a license fee increase.
- k. All cats must be registered and license fees paid for on or before February 28th. All license fees paid for after February 28th shall be subject to a licence fee increase.
- l. A person who acquires a dog during the year shall obtain from the Town of Tillsonburg a dog tag license within ten (10) days after acquiring the dog.
- m. A person who acquires a cat during the year shall obtain from the Town of Tillsonburg a cat tag license within ten (10) days after acquiring the cat.
- n. Every dog tag licence shall expire on February 28th of the year for which same is issued and every dog owner shall renew the dog tag yearly.
- o. Every cat tag license shall expire on February 28th of the year for which same is issued and every cat owner shall renew the cat tag yearly.
- p. Every owner of a licensed dog and/or cat shall notify the License Issuer in writing if the animal is sold, gifted, transferred to another person, or deceased within fourteen (14) days of the change in ownership.
- q. Where an Owner acquires a dog or cat or moves to the Town of Tillsonburg after February 28th and before November 1st of the following year, the Owner shall pay a fixed amount equal to one-half of the annual registration fee as set out in the Rates and Fees By-Law at the time of registration.
- r. Owners shall supply the Town of Tillsonburg or the licensing agent with a description of each dog/cat, sufficient to identify such dog/cat; and a record shall be kept identifying the dog /cat and showing the name, address and telephone number of the owner; and the serial number of the dog /cat tag furnished.

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- s. Every pet shop keeper shall submit on a monthly basis, to the License Issuer, the names, and addresses of Town residents who have purchased dogs and cats from the said pet shop.
- t. The annual license fees payable by the owner of every dog/cat under this By-law, as set out in the Town's Rates and Fees By-Law, shall be the rates approved by the Town of Tillsonburg from time to time.
- u. The License Issuer shall maintain a registry with the serial number of the dog/cat tag along with name, address and telephone number of the owner, the name, breed, colour, markings, gender of the dog/cat. If the dog/cat is spayed or neutered or natural, and the date that the dog/cat tag is furnished to the owner. Any changes to the status of the dog(s)/cat(s) must be reported promptly to the License Issuer.
- v. Where a dog/cat tag issued pursuant to the provisions of this by-law has been lost or destroyed, the owner on application to the Licensing Issuer may be issued a new dog/cat tag upon payment of the replacement fee as set out in the Town of Tillsonburg Rates and Fees By-Law.
- w. The requirement for a dog/cat license does not apply to a pet shop whose business includes the sales of dogs or cats;
- x. Service Animals/Guide Dogs are exempt from purchasing a license subject to the owner providing documentation to the Licensing Issuer.

**Application for a license:**

- 4. The Licensing Issuer shall:
  - a. Review and process all applications for licenses and tags; and
  - b. Issue all licenses and tags when application is made in accordance with the provisions of this by-law.
- 5. An application for a license shall be completed on the forms provided by the designated by the License Issuer
  - a. All dog and cat owners shall make application to the license issuer forthwith upon commencing ownership of the dog /cat.
  - b. Every application shall be accompanied by the following:
    - i. Description of dog or cat including colour, breed and name

- ii. Owners certifying on the application that the dog and or cat has been vaccinated against rabies.
- iii. Applicable fee

#### **PART 4: KEEPING OF ANIMALS**

##### **General provisions:**

6. Every owner of an animal shall treat the animal in a humane manner, including but not limited to the provision of:
  - a. a shelter for the animal that is waterproof and that protects the animal from exposure to the element;
  - b. a shelter for the animal that is adequate for its size and breed;
  - c. adequate amounts of potable water for the animal; and food of a type and in amounts nutritionally adequate for the animal.
7. No person shall keep an animal in an unsanitary condition.
8. Whether temporarily, permanently, or otherwise, no more than 3 domestic dogs, 3 domestic cats, or a total combined number of 5 animals of an age in excess of 2 months shall be kept, harboured, maintained or possessed at any one location within the Town of Tillsonburg.
9. Whether temporarily, permanently or otherwise, no more than a total of two (2) of the following animals shall be kept, harboured, maintained or possessed at any one location within the Town of Tillsonburg:
  - a. guinea pig,
  - b. gerbil,
  - c. hamster
  - d. rabbit,
  - e. chinchilla,
  - f. iguana,
  - g. turtle with shell size of 8 inches in diameter
10. Section 8 and 9 do not apply to:
  - a. Pet shops in the Town of Tillsonburg;
  - b. A police work dog in a Police Canine Unit;

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- c. Kennels located in compliance with the Town of Tillsonburg zoning by-law and the Ontario Building Code Act, 1992, as amended, and licensed by the Town of Tillsonburg;
  - d. The keeping of animals on lands zoned for agricultural purposes;
11. Sections 8, 9 and 13 do not apply to:
- a. An animal hospital or clinic that is lawfully operated and supervised by a veterinarian licensed by the Ontario Veterinary Association;
  - b. A pound designated by the Town of Tillsonburg;
  - c. Any organization permitted by law to provide protection and humane treatment of animals;
  - d. Any person while rendering emergency treatment to an injured or abandoned animal;
  - e. The Corporation or other governmental authority while lawfully operating a public park, exhibition, or zoological garden, and maintaining animals therein;
  - f. Any person in charge of a traveling circus, exhibition, or road show, or any employee thereof, lawfully displaying animals;
  - g. Persons operating premises registered as research facilities under the Animals for Research Act, R.S.O.1990, c. A-22, as amended, or the persons in charge, or the employees thereof, during the course of their duties;
12. No person shall keep, or cause to be kept, a reptile, insect or amphibian permitted under this by-law outside a building or structure unless it is in an appropriate animal enclosure.

**General restrictions:**

13. No person shall keep, harbour or possess any animal or animals listed in Schedule A to this By-Law in the Town of Tillsonburg:
14. Notwithstanding Section 13, on lands zoned for agricultural purposes, institutional or open space or a legal non-conforming status under the Town's Zoning By-law 3295, as amended, no person shall keep, or cause to be kept, any



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animals listed in Section 13 – Schedule A of this by-law, except for pigeons and/or any other domestic animal.

15. No person who operates a business within the Municipality that includes the sale of pets or other animals shall sell, offer to sell, or otherwise make available in any way to any person any animal listed in Schedule A of this by-law, except those animals mentioned in Section 14.

**Dangerous dogs:**

16. The owner of a “dangerous dog” shall obtain and maintain in force a policy of public liability ownership issued by an insurer licensed by the Province of Ontario providing third party liability coverage in an amount of not less than 2 million (2,000,000) dollars for any damage or injury caused by the “dangerous dog”. A certified copy of the said policy shall be provided annually with the Animal Control Officer of the Town of Tillsonburg.

**Animals kept prior to May 24, 2011:**

17. Section 13 and 14 shall not prevent any person from keeping, harbouring or possessing any animal if such animal was lawfully being kept, harboured or possessed by that same person prior to May 24, 2011 and for so long as the animal continues to be kept, harboured or possessed by the person.

**Pit bulls - special requirements:**

18. No person shall:
- a. own a pit bull, except a restricted pit bull; breed a pit bull; transfer a pit bull by sale;
  - b. Transfer a pit bull by gift or bequest; if the person to whom the pit bull is transferred will own more pit bulls after August 29, 2005 than on that day (maximum number of dogs per premises is three)
  - c. transfer more than one pit bull by gift or bequest to a person who did not own a pit bull on August 29, 2005;
  - d. abandon a pit bull other than to a pound operated by or on behalf of the Municipality, the province or a designated body;
  - e. Allow a pit bull in his or her possession to stray;
  - f. Train a pit bull for fighting.

**Pit bulls - other requirements:**

19. All other requirements regarding Pit Bulls specifically shall be in accordance with the Dog Owner's Liability Act, 1990 (DOLA), as amended, including regulations pertaining to DOLA, and the Animals for Research Act, 1990, as amended.

**Keeping of pigeons:**

20. Pigeons that are registered with a National Racing Association may not exceed twenty-four (24) in number. They may be kept provided the pens have been approved by such licensing association and follow the requirements set out in Sections 21, 22, 23, and 24.
- a. Every owner of a pigeon shall band and keep banded each pigeon with an identifying leg band issued by a registered pigeon association/organization in Canada.
21. No person whether temporarily, permanently or otherwise shall keep or cause to be kept more than (10) domestic pigeons on any lands zoned for agricultural purposes and follow the requirements set out in Sections 21, 22, 23, and 24.
22. Every owner of any pigeon shall keep all grains and foodstuff in air-tight containers.

**PART 5: ANIMAL ENCLOSURES****General provisions:**

23. Every owner of an animal shall ensure that the animal enclosure provided for the animal meets the following requirements, regardless of whether the animal enclosure is located indoors or outdoors:
- a. The animal enclosure shall be of a size and in a condition such that the animal may:
    - i. extend its legs, wings, and body to their full natural extent;
    - ii. stand;
    - iii. sit;
    - iv. perch;
  - b. Every reptile, fish, and amphibian shall be provided with an enclosed space adequate for the needs of the species;

- c. The enclosure is of such a nature and condition that the animal contained therein would not be harmed and its health would not be negatively affected for the reason of being placed in such an animal enclosure;
- d. Every animal contained therein may be readily observed unless the natural habits of the animal require otherwise.
- e. The animal enclosure is kept in a clean and sanitary condition.
- f. The animal enclosure is kept free of offensive odour.
- g. The animal enclosure is escape proof.

**Additional provisions for outdoor animal enclosures:**

24. Except for the keeping of animals on lands zoned for agricultural purposes:

- a. no person shall keep, or cause to be kept, an animal enclosure for an animal outside a building or structure unless:
  - i. the animal enclosure is in the rear yard; and
  - ii. the animal enclosure, is located at least 3.1 meters (10 feet) from the property line and a least 6.1 meters (20 feet) from any school, church, or residential building not located on the same lot; and
- b. No person shall within the Town of Tillsonburg have a dog under control on a leash exceeding 2 meters (6 feet, 6 inches) in length. The dog shall be in the rear yard of the owner's property, and the dog shall not be able to approach or chase any person or domestic animal other than those belonging on the dog owner's property. When a dog is off the owner's property, the "leash" requirements apply.
- c. no person shall keep or cause to be kept a pigeon enclosure outside a building or structure unless the enclosure is located at least 6.1 meters (20 feet) from the property line, or within 19.8 meters (65 feet) of any school, church or residential building not located on the same lot.

25. In addition to the requirements in this part of the by-law, an animal enclosure kept outside shall be:

- a. soundly constructed of hard, durable material;
- b. Impervious to water for the housing unit within the enclosure and the housing unit must comply with all animal enclosure requirements;

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- c. Constructed of a material that may be readily sanitized;
  - d. Maintained in a good state of repair from cracks, holes, rust and other damage;
  - e. Kept in a way that minimizes as nearly as practicable the transfer of disease- causing agents; and
  - f. Adequately ventilated and maintained at a suitable temperature and lighting for the health, welfare and comfort of the animal enclosed therein.
26. Compliance with the requirements under this Part does not exempt any person from compliance with other applicable laws and by-laws, including the Building Code Act 1992, as amended, and the municipal zoning by-law.

In the event of any conflict between the provisions of this Part and the provisions of any other by-laws, the provisions of this Part shall prevail.

27. Every owner shall allow any Officer to carry out an inspection of premises where animal(s) of the owner are kept or to make inquiries deemed necessary for the purposes of insuring compliance with this bylaw.

#### **Kennels:**

##### 28. Kennels:

- a. No person shall within the Town of Tillsonburg keep a kennel without a license.
- b. All persons operating a kennel of dogs and or cats that are registered or eligible for registration with an association incorporated under the Animal Pedigree Act (Canada) shall make application to the License Issuer for a kennel license.
- c. All such applications shall be accompanied by the following information:
  - i. Name and address of Kennel owner
  - ii. Location of kennel
  - iii. Proof of zoning approval for said location;
  - iv. Applicable fee
- d. No Kennel or Pound shall be kept within the limits of the Town of Tillsonburg upon any premises unless the same are at least one hundred

and twenty-five (125) feet from any school, church, dwelling or other premises occupied by the keeper or members of his or her immediate family and such Kennel or Pound shall meet all requirements pursuant to regulations of the Ministry of Agriculture and Food.

## **PART 6: EXCREMENT**

### 29. Excrement:

- a. Every person having care or control of an animal shall forthwith remove and dispose of any excrement left by the animal on any property including highways.
- b. Subsection (a) does not apply to:
  - i. persons reliant upon a service animal while that animal is being used to aid a person with a visual, hearing or other impediment;
  - ii. owners of racing pigeons when the pigeons are at large during permitted flight times.
  - iii. permitted farm animals as noted in Section 14 when animals are on lands zoned for agricultural purposes, as long as the animals are on the lands of their owner.

## **PART 7: ANIMALS AT LARGE**

### 30. Animals at large:

- a. No person shall within the Town of Tillsonburg, fail to prohibit an animal from running at large.
- b. A dog is not considered to be at large if the dog is:
  - i. a service animal or a police work dog; or
  - ii. on the premises of a person who has consented to the dog on the person's premises.
- c. No person shall allow or permit any animal to trespass on private property.
- d. A pigeon is not considered to be at large if it is flying:
  - i. Before 9:00 a.m. or after 5:00 p.m. during the months of April to September, inclusive; or
  - ii. Before 10:00 a.m. or after 3:00 p.m. during the months of October to March, inclusive; and

- iii. under the owner's personal supervision, or under the supervision of another competent person who is acting on the owner's behalf to control the pigeons.
- e. In addition to subsection (d), a pigeon is not considered to be at large if a member of a pigeon organization or association in Canada supervises a flight of the racing pigeon while carrying on the duties of such organization or association.

## **PART 8: SEIZURE AND IMPOUNDMENT**

### **31. Seizure and impoundment**

- a. Seizure and impoundment:
  - i. Any animal found at large contrary to this by-law may be seized by an Officer.
  - ii. An Officer may take possession of an animal for the purpose of providing protective care to it at any time when the Officer deems it necessary to provide protective care to the animal.
- b. A dog or cat seized under this by-law shall be impounded for a period of three days, exclusive of the day on which the dog and or cat was impounded and statutory holidays and Sundays, unless:
  - i. The dog and or cat is redeemed by the Owner during this time period of impoundment in accordance with the provisions of this by-law;
  - ii. The dog and or cat was seized for the purpose of providing protective care to it; or
  - iii. In the opinion of the Pound Keeper, the dog and or cat should be euthanized or receive veterinary care immediately.
  - iv. A dog and or cat is seized for the purpose of providing protective care, in which case it shall be impounded for a period of up to ten (10) days, exclusive of the day in which the dog and or cat was impounded and statutory holidays and Sundays, unless the animal is redeemed by the owner during this period of impoundment in

accordance with the provisions of this by-law or is euthanized for humane reasons.

- v. Where the Pound Keeper has impounded a dog or a cat that has a tag, name plate and other means of identification, the Pound Keeper shall take all reasonable steps to find the owner of the dog and or cat and shall forthwith notify the owner, if found, that the dog and or cat has been impounded and can be redeemed on payment in full of all costs.
- c. The owner of an animal impounded under this by-law:
  - i. may redeem the animal upon payment of the appropriate impoundment and maintenance fees for the time of the impoundment as per the Town's Rates and Fees By-Law.
  - ii. In addition to subsection (i), the owner of a dog or cat seized and impounded shall produce a valid license for the dog and or cat before the owner may redeem it.
  - iii. If a valid license cannot be produced under subsection (ii) the owner of the dog or cat shall obtain a license for the dog and or cat and will be responsible for the payment of the penalty as set by the Town's Rates and Fees By-Law before the owner may redeem it.
- d. If an animal is not redeemed within the time period specific in this by-law, the animal shall become the property of the Pound Keeper and may be:
  - i. Put up for adoption;
  - ii. Euthanized by the Pound Keeper's designated veterinarian; or
  - iii. Sold for such price as the Pound Keeper may consider proper.
- e. A Pound Keeper may euthanize an animal without delay without permitting any person to redeem it if:
  - i. The animal seized and impounded under this by-law is seriously injured or ill and should be euthanized without delay for humane reasons; or

- ii. Euthanasia of the animal seized and impounded under this by-law is necessary for the safety of persons or animals that are endangered.
- f. Where a dog and or cat is captured or taken into custody and the services of a veterinarian are secured by the Pound Keeper, the owner shall pay to the Pound Keeper all fees and charges of the veterinarian in addition to all other fees and per diem charges payable under this by-law, as set out in the Town's Rates and Fees By-Law whether the dog and or cat is alive, dies, or is euthanized. No damages or compensation shall be recovered by the owner of the animal.
- g. No person shall forcibly retrieve a dog or cat from the Pound Keeper, or premises of the pound or break and enter into a patrol vehicle or a live trap, or retrieve a dog or cat, without payment in full of all fees and charges required to be paid under this by-law, in accordance with the Town's Rates and Fees By- Law.
- h. Every pound fee and board fee that is unpaid in whole or in part is a debt due to the Pound Keeper and is recoverable in any court of competent jurisdiction in which a debt or money demand may be recovered.

## **PART 9: QUARANTINE OF ANIMALS**

### **32. Quarantine of Animals**

- a. If, in the opinion of the local Health Unit or an Officer, an animal shall be put in quarantine, the owner of the animal shall:
  - i. comply with the quarantine order of the Health Unit or Officer; and
  - ii. be responsible for the costs associated with the quarantine, including the costs of any veterinary care required for the animal and any other applicable fees.

## **PART 10: PRECAUTIONS BY DOG OWNERS**

### **33. The owner of a dog shall exercise reasonable precautions to prevent it from:**

- a. biting or attacking a person or domestic animal;
- b. behaving in a manner that poses a menace to the safety of persons or domestic animals;



- c. shall ensure the dog is properly leashed when not on the property of the owner, or not on the property of a person who authorizes the dog to be on his/her property;
- 34. No person who owns, harbours, or possesses any dog shall permit a dog or dogs to howl or bark as to cause noise, which disturbs, whereas likely to disturb the inhabitants of the Town of Tillsonburg.
- 35. No person shall cause, permit or allow an Animal to be confined in a vehicle or trailer attached to a vehicle without appropriate ventilation during Extreme Weather as to ensure the Animal is not in pain, distress or subject to undue suffering while in the vehicle.

#### **PART 11: MUZZLE ORDER - DOGS**

- 36. Muzzle Order – dogs:
  - a. Where an Officer determines that a dog is a potentially dangerous dog or a dangerous dog, the Animal Control Officer may issue a Muzzle Order to the owner of the dog.
  - b. The Animal Control Officer may impose conditions on the Muzzle Order to ensure the health and safety of the owner, the dog, and other persons and animals, and the order is effective immediately on issuance.
- 37. Muzzle order – dogs:
  - a. A Muzzle Order may be served by:
    - i. delivering it personally to the owner of the dog; or
    - ii. Sending it by registered mail to the last known address of the owner of the dog.
- 38. Notwithstanding other sections of the Bylaw, when a Muzzle Order has been served, the owner of a dog:
  - a. shall ensure that the dog shall be restrained when on the owner's premises and
    - i. Shall be kept inside a building or house or enclosed pen of a minimum size for each dog of 4' wide 12' long, 6' high, completely enclosed with 9 gauge mesh wire with a poured concrete floor to

prevent a dog from coming in contact with or making a real and substantial threat of attack on any person or a domestic animal.

- b. Shall not permit the dog to be off the premises of the owner unless it is muzzles, and securely leashed on a 2 foot lead.
  - c. Further to Section 36, the dog may be restrained, leashed and muzzled through any other means as directed by the Animal Control Officer.
  - d. Shall ensure that the dog does not bite, chase, or attack a person or a domestic animal on any property including that of the owner.
  - e. Shall put the dog under the control of a person at least eighteen (18) years of age when the dog is not on the owner's premises.
  - f. Shall notify the Animal Control Officer within five (5) days of transfer if the dog is transferred to a new location or if the ownership of the dog is transferred to another person in the municipality, and the Muzzle Order shall still apply.
  - g. Shall ensure that the dog is spayed or neutered;
  - h. Shall obtain a warning sign as prescribed by the Animal Control Officer which shall be posted and displayed continuously by the owner in a prominent location in close proximity where the particular dog is kept;
  - i. The dog shall be implanted with an identification microchip
  - j. Shall comply with any other conditions imposed in the Muzzle Order.
39. Where a dog has been ordered to be muzzled by an Animal Control Officer, pursuant to the provisions of this by-law, the aggrieved owner of the dog may apply for a hearing in respect of such Muzzle Order.
- a. An application for a hearing shall be made in writing and delivered to the Town Clerk or designate within sixty (60) days of the Muzzle Order being issued.
  - b. Upon receipt of the application and required fee of \$110.00 (or as amended by the Town Rates and Fees By-Law), the Town Clerk or designate shall convene a hearing of the "Animal Control Committee" and shall give seven (7) days' notice to the appellant by either personal service or by registered mail of the date, time and location of the hearing.

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- c. The “Animal Control Committee” shall be comprised of the Chief Building Official or designate, the Town Clerk or designate, two (2) current members of Council, and one (1) member of the public.
- d. When the owner of the dog does not attend at the proper time and place, the “Animal Control Committee” may proceed with the hearing and the appellant shall not be entitled to any further notice of the proceeding.
- e. Notwithstanding that an Applicant has applied for a hearing to appeal the Muzzle Order, the Muzzle Order takes effect when it is served on the person to whom it is directed and remains in effect until the “Animal Control Committee” has made its decision on the appeal.
- f. A written copy of the decision from the “Animal Control Committee” shall be made and prepared as soon as it is practicable after the conclusion of the hearing and shall be sent to the appellant by either ordinary mail or registered mail.
- g. The “Animal Control Committee” may, at its discretion, reserve its decision to be presented later, which shall not be later than 10 days from the hearing date.
- h. The decision of the committee is final and binding.
- i. A Muzzle Order expires when the dog dies or the Animal Control Officer is satisfied that it no longer resides in the Town of Tillsonburg.

## **PART 12: PAYMENT FEES**

### **General provisions:**

#### 40. General provisions:

- a. All dogs or cats impounded under the authority of this by-law shall be taken to the Pound, where they shall be confined subject to the right of an owner to redeem the dog and or cat within 72 hours exclusive of the day the dog or car was impounded by paying the Pound Keeper the impound callout fee and applicable daily boarding fee and, if required, the dog and or cat tag fee as per the Town’s Rates and Fees By-Law.
- b. The payment of any fees and charges are required under this by-law does not constitute partial or full payment of any fines imposed by a court of

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competent jurisdiction for an offence committed under this or any other by-laws.

### **PART 13: OFFENCE**

41. Every person who contravenes any provision of this by-law is guilty of an offence and is liable to a fine and any other penalties imposed pursuant to the Provincial Offences Act, 1990, c. P-33, as amended, the Dog Owner's Liability Act, 1990, as amended, if applicable, and the Pounds Act, 1990, as amended, if applicable.

### **PART 14: VALIDITY**

42. If a court of competent jurisdiction declares any section or part of a section of the by-law invalid, it is the intention of Council that the remainder of the by-law shall continue to be in force.

### **PART 15: REPEAL AND EFFECTIVE DATE**

43. Town of Tillsonburg Bylaws 3507 and 4169 are hereby repealed.

44. This by-law shall come into full force and effect on the day of its final passing thereof and upon approval from the Ministry of the Attorney General.

### **PART 16: SHORT TITLE**

45. This by-law shall be referred to as the "Animal Care and Control By-law".

### **PART 17: SUBJECT TO RATES AND FEES BY-LAW**

46. The fees associated with this by-law shall be in accordance with the current Rates and Fees By-Law for the Town of Tillsonburg.

**READ A FIRST AND SECOND TIME THIS 25th day of JANUARY, 2021.**

**READ A THIRD AND FINAL TIME AND PASSED THIS 25th day of JANUARY, 2021.**

---

MAYOR – Stephen Molnar

---

TOWN CLERK - Michelle Smibert

By-Law 2021-\_\_\_\_

**SCHEDULE A: PROHIBITED ANIMALS**

<b>CLASS</b>	<b>ORDER</b>	<b>COMMON NAMES</b>
<b>MAMMALS</b>	Artiodactyla	Such as cattle, goats, sheep, pigs, deer, elk
	Canidae	Such as coyotes, wolves, foxes, hybrid wolf dogs (except domestic dogs)
	Chiroptera	Such as bats, fruit bats, myotis, flying foxes
	Edentates	Such as anteaters, sloths, armadillos
	Felidae	Such as tigers, leopards, cougars, lions, lynx (except domestic cats)
	Hyaenidae	Such as hyaenas
	Lagomorpha	Such as hares, pikas (except domestic rabbits)
	Marsupialia	Such as koalas, kangaroos, possums, wallabies (except sugar gliders derived from self-sustaining captive population)
	Mustelidae	Such as mink, skunks, weasels, otters, badgers (except ferrets)
	Primates	Such as chimpanzees, gorillas, monkeys, lemurs
	Perissodactyla	Such as horses, donkeys, jackasses, mules, zebras, ponies
	Proboscidea	Such as elephants, rhinoceros, hippopotamus
	Procyonidae	Such as coatiundi, cacomistles, raccoons
	Rodentia	Such as porcupines, prairie dogs, nutria, (except rodents such as chinchillas, hamsters and guinea pigs which do not exceed 1,500 grams and are derived from a self-sustaining captive population)
	Ursidae	Such as bears
	Viverridae	Such as mongoose, civets, genets
<b>REPTILES</b>	Crocodylia	Such as alligators, crocodiles, gavials, caimans
	Squamata	Lizards that are venomous or that reach an adult length larger than 2 metres (6.56 feet) Snakes that are venomous Snakes of the families pythonidae and boidae

By-Law 2021-\_\_\_\_

	Testudines	Such as terrapins, tortoises, turtles (except turtles derived from a self-sustaining captive population)
<b>BIRDS</b>	Anseriformes	Such as ducks, geese, swans, screamers
	Galliformes	Such as pheasants, grouse, guinea fowl, turkeys, chickens, pea fowl
	Struthioniformes	Such as ostriches, rheas, cassowaries, emus, kiwis
	Raptors	Such as eagles, hawks, falcons, owls
<ul style="list-style-type: none"> <li>Any other exotic animals not specified above</li> </ul>		



**Subject:** Offers to Purchase – 29 Cedar Street Property

**Report Number:** DCS 21-03

**Author:** Cephas Panschow, Development Commissioner

**Meeting Type:** Council Meeting

**Meeting Date:** Monday, January 25, 2021

---

## RECOMMENDATION

THAT Council receives report DCS 21-03 Offers to Purchase – 29 Cedar Street Property;

AND THAT a By-Law be brought forward to authorize the Mayor and Clerk to enter into an agreement of purchase and sale with East Elgin Concrete Forming Limited for the property described as part of Lot 22, Plan 966, and more specifically described as Parts 2 and 3 on the draft reference plan;

AND THAT a By-Law be brought forward to authorize the Mayor and Clerk to enter into an agreement of purchase and sale with Trevor and Lynn Mudford for the property described as part of Lot 22, Plan 966, and more specifically described as Part 1 on the draft reference plan.

## BACKGROUND

Council directed staff to bring forward agreements of purchase and sale to Open Council at their March 9, 2020 Council meeting. Subsequent to this, the pandemic lockdown was announced and this resulted in both the telecommunications project being put on hold and a delay in moving forward with these transactions.

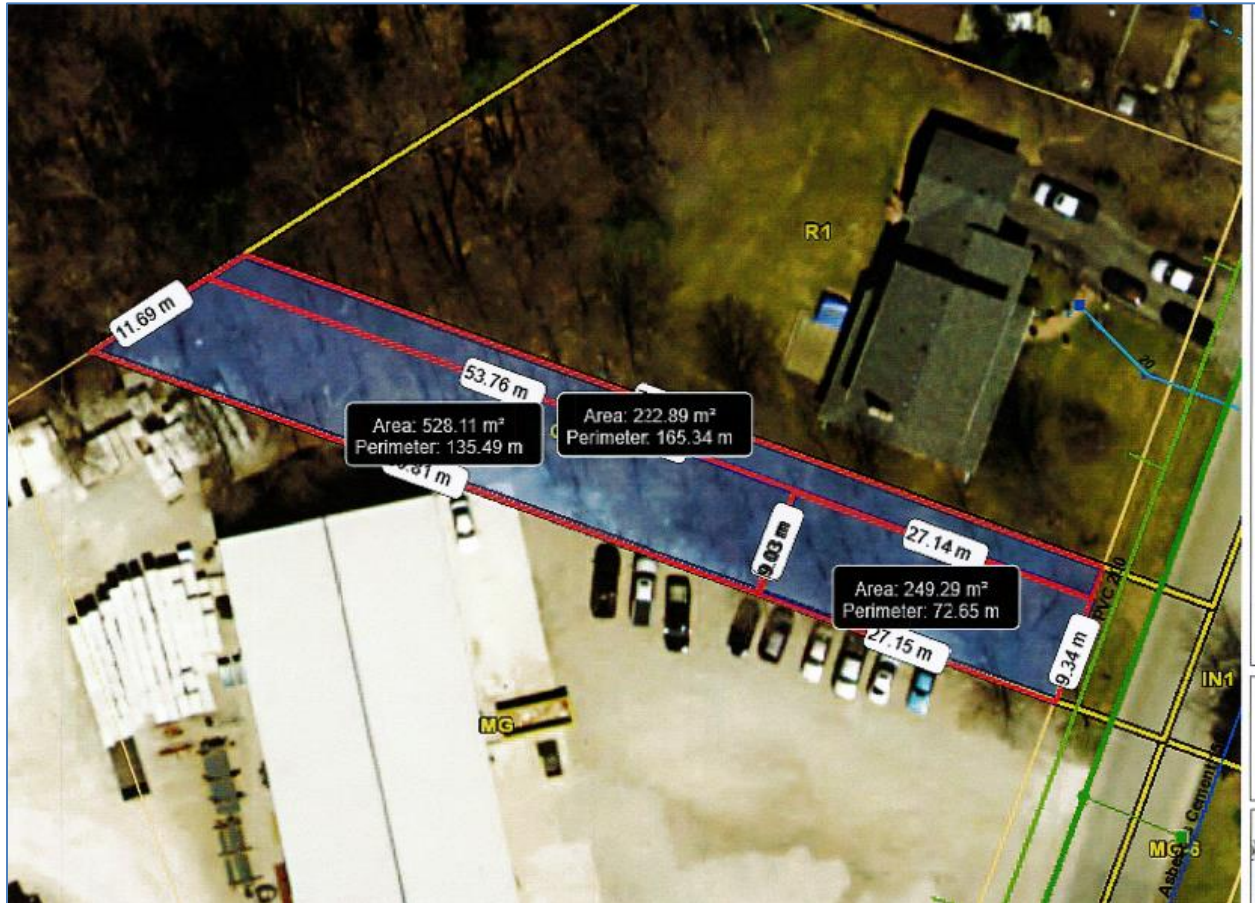
Upon re-opening of the economy, staff reached out to the three interested parties multiple times and was finally able to confirm that the two adjacent property owners were still interested in proceeding. Agreements of Purchase and Sale from the two property owners have now been received and staff is seeking Council approval to enter into agreements with both property owners to enable the sale of the 29 Cedar Street property.

The 29 Cedar Street property was initially proposed to be divided up into three parts with each part being sold to one of the three parties. However, with only two interested parties, the two southern parts are proposed to be sold to East Elgin Concrete Forming

DCS 21-03

Limited (EECFL) with the remaining narrow strip of land to the north being proposed to be sold to Trevor and Lynn Mudford.

### Subject Property – 29 Cedar Street



## DISCUSSION

One of the main considerations with respect to this transaction is the preservation of a buffer between the residential uses to the North and the industrial uses to the south of this property. As the 29 Cedar Street property acted as a buffer between these two uses, it is important to ensure that a buffer is preserved.

In this regard, EECFL has agreed to relocate the existing fence and upgrade it at their cost to one more suitable for noise attenuation. In addition to this, they agreed, despite potentially owning 30 feet of the lot frontage to move the fence to approximately 22 – 25 feet from where it is currently to allow the existing tree line to remain. They have also agreed to allow the Mudford's fence to connect to their fence to enable the Mudfords to secure their property.



DCS 21-03

**CONSULTATION/COMMUNICATION**

The property was declared surplus on December 9, 2019. A public notice was posted on the property on December 23, 2019 and two notices were published in the Tillsonburg News on December 23, 2019 and January 8, 2020 with a deadline to register interest by 12:00 PM (noon) on Friday, January 10, 2020. Both adjacent property owners registered an interest in the property.

The Engineering Department previously advised that a 3 metre wide easement should be preserved for future in case a storm sewer outlet for the Forest Hill Industrial Park is required through these lands in the future. This easement is included in the agreement with Trevor and Lynn Mudford.

The agreements have been prepared with advice from Duncan, Linton LLP

**FINANCIAL IMPACT/FUNDING SOURCE**

An estimated value for the property was obtained through an Opinion of Value prepared by Royal LePage RE Wood Realty who estimated that it was worth \$20,000.

The offers have been submitted at the market value for the property. In addition to the purchase price, the purchasers have agreed to pay the legal and survey costs related to the transaction.

**COMMUNITY STRATEGIC PLAN (CSP) LINKAGE**

1. Excellence in Local Government ☐ Demonstrate strong leadership in Town initiatives
  - ☐ Streamline communication and effectively collaborate within local government
  - ☐ Demonstrate accountability
2. Economic Sustainability
  - ☒ Support new and existing businesses and provide a variety of employment opportunities
  - ☐ Provide diverse retail services in the downtown core
  - ☐ Provide appropriate education and training opportunities in line with Tillsonburg's economy
3. Demographic Balance
  - ☐ Make Tillsonburg an attractive place to live for youth and young professionals
  - ☒ Provide opportunities for families to thrive
  - ☐ Support the aging population and an active senior citizenship
4. Culture and Community
  - ☐ Promote Tillsonburg as a unique and welcoming community
  - ☐ Provide a variety of leisure and cultural opportunities to suit all interests
  - ☐ Improve mobility and promote environmentally sustainable living

DCS 21-03

**ATTACHMENTS**

Appendix A – Offer to Purchase – East Elgin Concrete Forming Limited

Appendix B – Offer to Purchase – Trevor and Lynn Mudford

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

BETWEEN:

**THE CORPORATION OF THE TOWN OF TILLSONBURG**

(the "Vendor")

-and-

**EAST ELGIN CONCRETE FORMING LIMITED**

(the "Purchaser")

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

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

**SECTION I - GENERAL**

1. The Purchaser agrees to purchase the Property and the Vendor agrees to sell the Property according to the terms of this Agreement.
2. In consideration of the agreement referred to in the preceding paragraph, the Purchaser shall pay to the Vendor a Purchase Price calculated at **1.86 per square foot**. The estimated area of the Property is **8,348 square feet** and the estimated total Purchase Price is **Fifteen Thousand, Five Hundred and Twenty-Seven Dollars (\$15,527.28)**. The final total Purchase Price shall be determined by the actual lot area of the Property confirmed by on Ontario Land Surveyor. The final total Purchase Price shall be adjusted based on the determined actual lot area.
3. The Purchase Price shall be paid as follows:
  - (a) **One Thousand Dollars (\$1,000.00)** deposit is payable by the Purchaser by certified cheque upon Acceptance of this Agreement, to be held on an interest free basis by the Solicitor 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 or bank draft.

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## SECTION II - PURCHASE OF PROPERTY

### 4. Irrevocable Date

- (a) This APS shall be irrevocable and open for acceptance by the Vendor until 6:00 p.m. on the **15<sup>th</sup> day of January, 2021** ("Acceptance"), and when accepted shall constitute a binding contract of purchase and sale, otherwise the APS shall be null and void and all deposit monies paid shall be returned to the Purchaser without deduction.
- (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) The parties agree and acknowledge that negotiation of this APS is not a valid and binding agreement until accepted by the Council of The Corporation of the Town of Tillsonburg. The Chief Administrative Officer of the Town of Tillsonburg, or his or her designate, shall negotiate the terms of this APS in good faith. However, the negotiation of the terms of this APS by the Chief Administrative Officer of the Town of Tillsonburg, or his or her designate, in no ways binds The Corporation of the Town of Tillsonburg until such time as this APS is authorized and approved by the Council of The Corporation of the Town of Tillsonburg.

### 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.

### 6. Deed/Transfer

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

### 7. Completion Date

- (a) The closing of this transaction shall take place **thirty (30)** days from the date of Acceptance, or such other date as mutually agreed upon (the "Completion Date") at which time possession of the Property in "as is, where is" condition shall be given to the Purchaser other than as provided in this APS. The Vendor acknowledges that it has the right and authority to sell the Property.

### 8. Documents, Reports and Information

- (a) The Vendor will produce and deliver to the Purchaser within **fifteen (15)** 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.

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**SECTION III - CONDITIONS, REPRESENTATIONS AND WARRANTIES****9. "As Is" Condition**

- (a) The Purchaser acknowledges that it is acquiring the Property in an "as is" condition and that it must satisfy itself within **fifteen (15)** days of Acceptance of the APS regarding the condition of the Property including, but not limited to, all existing physical conditions of this Property, environmental conditions, fitness for any purpose, suitability for construction, soil bearing capacity for any building proposed, and the availability of municipal services and utilities necessary for the Purchaser's proposed use of the Property. The Purchaser acknowledges that the Vendor shall not be responsible for any physical deficiencies of the Property or for any past, present or future environmental liabilities and hereby waives any claims against the Vendor in respect of any environmental liabilities on the Property. The Purchaser agrees to sign a release and indemnity in favour of the Vendor on or before closing with respect to matters set out in the preceding sentence. If the Purchaser is for any reason whatsoever dissatisfied with the Property, it shall deliver written notice to that effect to the Vendor by no later than the time specified herein, and this Agreement shall be terminated and the deposit shall be returned to the Purchaser without interest or deduction. If the Vendor is notified that the condition of the Property is not satisfactory, then the Purchaser shall, prior to receiving its deposit monies back and prior to being entitled to a full release from the Vendor with respect to this Agreement, restore the Property to its original condition as it existed prior to such testing or inspection by the Purchaser, at the Purchaser's sole expense. If the Purchaser fails to deliver written notice to the Vendor within the time specified herein regarding this condition, this condition shall be deemed to have been waived by the Purchaser.

**10. Other Conditions**

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

**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.

**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**Buyer's Initials TOA

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

- (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. Development Covenants and Restrictions

- (a) The Property shall be subject to the development covenants to relocate and extend the existing fence and also to reboard the fence with a type more suitable for noise attenuation. Further, the Purchaser agrees to try and preserve one row of existing trees by placing the fence at a line approximately 22 to 25 feet from the existing 33 Cedar Street property line. The Purchaser further agrees to allow the adjacent property owners at 27 Cedar Street to extend their fence from the house to the future 33 Cedar Street fence to enable them to secure their property and pool area as required by bylaw. , These covenants shall survive the completion of this transaction and run with the Property. The development covenants and restrictions shall be registered on title by the Vendor. In the event that the said covenants and restrictions are not registered on title to the Property on or before closing, the Purchaser covenants and agrees to consent to the registration of the covenants and restrictions after closing.

16. Property Not for Resale

- (a) **The Purchaser covenants that it is purchasing the Property for the purpose of consolidating the parcel with the Purchaser's adjoining property and not for the purpose of resale of vacant land.**

**SECTION IV - PRIOR TO COMPLETION DATE**

17. 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.

18. 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. 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.

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## SECTION V - COMPLETING THE TRANSACTION

### 19. 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.

### 20. Electronic Registration

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

### 21. Survey or Reference Plan

- (a) The parties acknowledge that a survey, **at the Purchaser's expense**, is required and a Reference Plan may be registered on title and may be used to provide a registrable description of the Property and any easements.

### 22. Letters and Reports from Officials of the Vendor

- (a) On or before the requisition date, the Vendor agrees to provide to the Purchaser, if requested, at the Vendor's expense, letters or reports from the Building and Zoning Department of the Town of Tillsonburg and the Fire Chief of the Town of Tillsonburg regarding the status of compliance with all codes, by-laws, rules and regulations with respect to the Property and any buildings located thereon.

### 23. Examination of Title

- (a) Title to the Property shall be good and marketable and free from all encumbrances except for any service easements or rights-of-way to be reserved in favour of the Vendor and for any easements or rights-of-way registered on title and any minor encroachments shown on the survey or Reference Plan delivered to the Purchaser.
- (b) The Purchaser is allowed **fifteen (15)** days from Acceptance of this APS to examine the title to the Property. If on or before this date the Purchaser furnishes the Vendor in writing with any valid objections: to the title; to any undisclosed outstanding work orders; to undisclosed non-compliance with the municipal by-laws or covenants and restrictions which run with the land and cannot be resolved before the Completion Date; as to any objection of which the Vendor shall be unable to remedy or correct by the Completion Date and which the Purchaser will not waive, then this APS shall, notwithstanding any intermediate acts or negotiations, be terminated and the deposit shall be returned to the Purchaser without deduction and the Vendor and the Purchaser shall not be liable for any costs, damages, compensation or expenses.

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## 24. Vendor to Discharge all Encumbrances

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

## 25. 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.

## 26. Deliveries by the Vendor To The Purchaser on Closing

- (a) The Vendor covenants and agrees to deliver to the Purchaser on the Completion Date, all such deliveries to be a condition of the Purchaser's obligation to close this transaction, the following:
  - (i) a deed/transfer of the Property;
  - (ii) any survey or reference plan of the Property in the possession of the Vendor;
  - (iii) a Statutory Declaration by an authorized officer of the Vendor stating that accurateness and truthfulness of all of the representations and warranties;
  - (iv) a Statutory Declaration by an authorized officer of the Vendor as to possession of the Property in a form acceptable to the solicitors for the Purchaser;
  - (v) a Statutory Declaration by an authorized officer of the Vendor that it is not now, and upon completion will not be, a "non-resident person" within the meaning and for the purpose of Section 116 of the *Income Tax Act*, R.S.C., 1985, c. 1 (5th Supp.) as amended;
  - (vi) certified copies of all appropriate certificates, by-laws and other documents of Vendor authorizing the transaction herein; and
  - (vii) such further documentation and assurances as the Purchaser may reasonably require to complete the transaction contemplated by the APS.

## 27. Harmonized Sales Tax

- (a) The parties hereto acknowledge and agree that the transaction contemplated herein is subject to the Harmonized Sales Tax (HST) under the *Excise Tax Act*, R.S.C., 1985, c. E-15 (the "Act") and that the Purchase Price does not include HST. 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

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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;
  - (4) an indemnity, indemnifying and saving harmless the Vendor from any HST payable on this transaction and penalty and interest relating to HST; and
  - (5) a notarial true copy of its HST registration confirmation.

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**SECTION VI - MISCELLANEOUS**

## 28. Entire Agreement

- (a) There is no representation, warranty, collateral agreement or condition affecting this Agreement of the Property other than expressed herein.

## 29. Tender

- (a) Any tender of documents or moneys hereunder may be made upon the solicitor acting for the party upon whom tender is desired, and it shall be sufficient that a negotiable, certified cheque or bank draft may be tendered instead of cash.

## 30. Time of Essence

- (a) Time shall be of the essence of this Agreement.

## 31. Planning Act

- (a) This Agreement shall be effective only if the provisions of Section 50 of the *Planning Act*, R.S.O. 1990, c.P.13, as amended are complied with.

## 32. Notices

- (a) All notices in this Agreement shall be in writing and shall be deemed to have been given if delivered by hand or mailed by ordinary mail, postage prepaid, addressed to the solicitor for the person to whom such notice is intended to be given at the following address:

**Solicitors for the Vendor:**

Duncan, Linton LLP  
 ATTENTION: Patrick J. Kraemer  
 45 Erb Street West  
 Waterloo, ON N2J 4B5  
 Fax: (519) 886-8651

with a copy delivered to:

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

**Solicitors for the Purchaser:**

Jenkins & Gilvesy Law Firm  
 ATTENTION: Lisa Gilvesy  
 107 Broadway, Box 280  
 Tillsonburg, ON N4G 4H5  
 Fax: (519) 842-3394

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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.

33. Successors and Assigns

- (a) The Purchaser shall be permitted to assign all of its right, title and interest in and to this APS with the Vendor's written approval, which shall not be unreasonably withheld, including assignment to another corporation with the same shareholders as the Purchaser. Subject to the restrictions in the preceding sentence, the Vendor agrees to engross the Transfer/Deed of Land as directed by the Purchase on the completion Date as the Purchaser may elect, and the Vendor agrees to complete the transaction contemplated by this APS on the Completion Date with such assignee or nominee. The Purchaser is released from all liability hereunder, if it assigns its interest in this APS. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

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;
  - ~~(iii) Schedule "C" Development Covenants.~~

35. 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.

36. 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.


37. 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.

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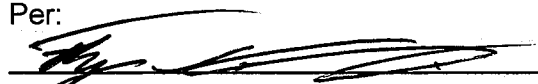
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**IN WITNESS WHEREOF** the Purchaser has executed this Agreement:

Dated at Tillsonburg, Ontario this 19 day of January, 2020. 

\*\*

Per:



Name: Tyson Van Leeuwen

Title: President

\_\_\_\_\_  
Name:

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 \_\_\_\_\_, 2020.

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

**The Corporation of the Town of  
Tillsonburg**

\_\_\_\_\_  
Stephen Molnar  
Mayor

\_\_\_\_\_  
Michelle Smibert  
Clerk

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

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

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

ALL AND SINGULAR that certain parcel or tract of land and premises situated, lying and being in the Town of Tillsonburg in the County of Oxford, being comprised of part of Lot 22, Plan 966, and described as Parts 2 and 3 on the draft plan to be deposited:

COORDINATE SCHEDULE		
POINT	NORTHING	EASTING
1	121.150	121.150
2	121.150	121.150
3	121.150	121.150
4	121.150	121.150

PART SCHEDULE			
PT	UT	TH	TH
1	121.150	121.150	121.150
2	121.150	121.150	121.150
3	121.150	121.150	121.150
4	121.150	121.150	121.150

PLAN OF SURVEY OF  
 PART OF LOT 22  
 REGISTERED PLAN 966  
 TOWN OF TILLSONBURG  
 COUNTY OF OXFORD

SCALE 1:1000  
 METRIC

KM HUSTED SURVEYING LTD.

**SURVEYOR'S CERTIFICATE**  
 I, the undersigned, being a duly qualified and licensed Surveyor, do hereby certify that the foregoing is a true and correct copy of the original plan of survey as filed in my office.

**NOTES**  
 1. The area shown on this plan is for information only and does not constitute a guarantee of accuracy.

**LEGEND**  
 1. BOUNDARY LINE  
 2. EASEMENT  
 3. EASEMENT  
 4. EASEMENT  
 5. EASEMENT  
 6. EASEMENT

KM HUSTED SURVEYING LTD.  
 10000 KENNEDY ROAD, SUITE 100  
 MISSISSAUGA, ONTARIO L4V 1N1

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**SCHEDULE "B" – PURCHASER CONDITIONS**

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

(a) \*\*

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**SCHEDULE "C"**  
**DEVELOPMENT COVENANTS**

1. ~~The Purchaser acknowledges and agrees that the parcel being purchased will be required to be merged with the adjacent property upon completion of the transaction.~~

2. ~~Assignment of Covenants~~

(a) ~~The Owner acknowledges and agrees that the covenants and restrictions herein shall run with the title to the Property. The Owner, for itself, its successors, heirs, and assigns in title from time to time of all or any part or parts of the Property will observe and comply with the stipulations, restrictions, and provisions herein set forth (the "Restrictions"), and covenants that nothing shall be erected, fixed, placed or done upon the Property or any part thereof in breach or in violation or contrary to the Restrictions or the provisions of the agreement of purchase and sale between the Owner and the Town of Tillsonburg and that the Owner will require every subsequent purchaser or every successor in title to assume and acknowledge the binding effect of this document, as well as, covenant to observe and comply with the Restrictions and other covenants herein, and the surviving provisions of this Agreement of Purchase and Sale.~~

3. ~~Force Majeure~~

(a) ~~If the Owner shall be unable to fulfill, or shall be delayed or restricted in fulfilling any of the obligations set out herein due to any act or neglect of the Town of Tillsonburg or any of its employees, or due to strikes, walkouts, lockouts, fire, unusual delay by common carriers, or by any other cause beyond the Owner's reasonable control, then the time for fulfilling any such obligations shall be extended for such reasonable time as may be required by the Owner to fulfill such obligation.~~

4. ~~Right to Waive~~

(a) ~~Notwithstanding anything herein contained, the Town of Tillsonburg and its successors shall have the power by instrument or instruments in writing from time to time to waive, alter or modify the herein covenants and restrictions with respect to their application to any part of the Property without notice to or approval from the Owner or notice to or approval from the owners of any other adjacent or nearby lands.~~

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

BETWEEN:

**THE CORPORATION OF THE TOWN OF TILLSONBURG**

(the "Vendor")

-and-

**Trevor and Lynn Mudford**

(the "Purchaser")

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

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

**SECTION I - GENERAL**

1. The Purchaser agrees to purchase the Property and the Vendor agrees to sell the Property according to the terms of this Agreement.
2. In consideration of the agreement referred to in the preceding paragraph, the Purchaser shall pay to the Vendor a Purchase Price calculated at **\$1.86 per square foot**. The estimated area of the Property is **2,574 square feet** and the estimated total Purchase Price is **Four Thousand, Seven Hundred and Eighty Seven Dollars (\$4,787.64)**. The final total Purchase Price shall be determined by the actual lot area of the Property confirmed by an Ontario Land Surveyor. The final total Purchase Price shall be adjusted based on the determined actual lot area.
3. The Purchase Price shall be paid as follows:
  - (a) **Five Hundred Dollars (\$500.00)** deposit is payable by the Purchaser by certified cheque upon Acceptance of this Agreement, to be held on an interest free basis by the Solicitor 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 or bank draft.

**SECTION II - PURCHASE OF PROPERTY**

4. Irrevocable Date
  - (a) This APS shall be irrevocable and open for acceptance by the Vendor until 6:00 p.m. on the **27<sup>th</sup> day of January, 2021** ("Acceptance"), and when accepted shall constitute a binding contract of purchase and sale, otherwise the APS shall be null and void and all deposit monies paid shall be returned to the Purchaser without deduction.
  - (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.

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- (c) The parties agree and acknowledge that negotiation of this APS is not a valid and binding agreement until accepted by the Council of The Corporation of the Town of Tillsonburg. The Chief Administrative Officer of the Town of Tillsonburg, or his or her designate, shall negotiate the terms of this APS in good faith. However, the negotiation of the terms of this APS by the Chief Administrative Officer of the Town of Tillsonburg, or his or her designate, in no ways binds The Corporation of the Town of Tillsonburg until such time as this APS is authorized and approved by the Council of The Corporation of the Town of Tillsonburg.
- 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.
- 6. Deed/Transfer
  - (a) The Vendor agrees to deed or transfer the Property to the Purchaser subject to the terms of this Agreement.
- 7. Completion Date
  - (a) The closing of this transaction shall take place **on March 10, 2021**, or such other date as mutually agreed upon (the "Completion Date") at which time possession of the Property in "as is, where is" condition shall be given to the Purchaser other than as provided in this APS. The Vendor acknowledges that it has the right and authority to sell the Property.
- 8. Documents, Reports and Information
  - (a) The Vendor will produce and deliver to the Purchaser **by February 10, 2021** 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 an "as is" condition and that it must satisfy itself **by February 10, 2021** regarding the condition of the Property including, but not limited to, all existing physical conditions of this Property, environmental conditions, fitness for any purpose, suitability for construction, soil bearing capacity for any building proposed, and the availability of municipal services and utilities necessary for the Purchaser's proposed use of the Property. The Purchaser acknowledges that the Vendor shall not be responsible for any physical deficiencies of the Property or for any past, present or future environmental liabilities and hereby waives any claims against the Vendor in respect of any environmental liabilities on the Property. The Purchaser agrees to sign a release and indemnity in favour of the Vendor on or before closing with respect to matters set out in the preceding sentence. If the Purchaser is for any reason whatsoever dissatisfied with the Property, it shall deliver written notice to that effect to the Vendor by no later than the time specified herein, and this Agreement shall be terminated and the deposit shall be returned to the Purchaser without interest or deduction. If the Vendor is notified that the condition of the Property is not satisfactory, then the Purchaser shall, prior to receiving its deposit monies back and prior to being entitled to a full release from the Vendor with respect to this Agreement, restore the Property to its original condition as it existed prior to such testing or inspection by the Purchaser, at the Purchaser's sole expense. If the Purchaser fails to deliver written notice to the Vendor within the time specified herein regarding this condition, this condition shall be deemed to have been waived by the Purchaser.
- 10. Other Conditions
  - (a) This APS and completion of this transaction is subject to the conditions set out in Schedules "A", "B", and "C".

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## 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.

## 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. Development Covenants and Restrictions

- (a) The Property shall be subject to the development covenants and restrictions more particularly set out in Schedule "D" attached to this APS, which shall survive the completion of this transaction and run with the Property. The development covenants and restrictions shall be registered on title by the Vendor. In the event that the said covenants and restrictions are not registered on title to the Property on or before closing, the Purchaser covenants and agrees to consent to the registration of the covenants and restrictions after closing.

## 16. Property Not for Resale

- (a) **The Purchaser covenants that it is purchasing the Property for the purpose of consolidating the parcel with the Purchaser's adjoining property and not for the purpose of resale of vacant land.**

## SECTION IV - PRIOR TO COMPLETION DATE

## 17. 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.

## 18. 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. 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.

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## SECTION V - COMPLETING THE TRANSACTION

## 19. 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.

## 20. Electronic Registration

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

## 21. Survey or Reference Plan

- (a) The parties acknowledge that a survey, **at the Purchaser's expense**, is required and a Reference Plan may be registered on title and may be used to provide a registrable description of the Property and any easements.

## 22. Letters and Reports from Officials of the Vendor

- (a) On or before the requisition date, the Vendor agrees to provide to the Purchaser, if requested, at the Vendor's expense, letters or reports from the Building and Zoning Department of the Town of Tillsonburg and the Fire Chief of the Town of Tillsonburg regarding the status of compliance with all codes, by-laws, rules and regulations with respect to the Property and any buildings located thereon.

## 23. Examination of Title

- (a) Title to the Property shall be good and marketable and free from all encumbrances except for any service easements or rights-of-way to be reserved in favour of the Vendor and for any easements or rights-of-way registered on title and any minor encroachments shown on the survey or Reference Plan delivered to the Purchaser. Any required easement shall be in the form set out in Schedule "C".
- (b) The Purchaser is allowed **until February 24, 2021** to examine the title to the Property. If on or before this date the Purchaser furnishes the Vendor in writing with any valid objections: to the title; to any undisclosed outstanding work orders; to undisclosed non-compliance with the municipal by-laws or covenants and restrictions which run with the land and cannot be resolved before the Completion Date; as to any objection of which the Vendor shall be unable to remedy or correct by the Completion Date and which the Purchaser will not waive, then this APS shall, notwithstanding any intermediate acts or negotiations, be terminated and the deposit shall be returned to the Purchaser without deduction and the Vendor and the Purchaser shall not be liable for any costs, damages, compensation or expenses.

## 24. Vendor to Discharge all Encumbrances

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

## 25. 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.

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- (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.

26. Deliveries by the Vendor To The Purchaser on Closing

- (a) The Vendor covenants and agrees to deliver to the Purchaser on the Completion Date, all such deliveries to be a condition of the Purchaser's obligation to close this transaction, the following:
- (i) a deed/transfer of the Property;
  - (ii) any survey or reference plan of the Property in the possession of the Vendor;
  - (iii) a Statutory Declaration by an authorized officer of the Vendor stating that accurateness and truthfulness of all of the representations and warranties;
  - (iv) a Statutory Declaration by an authorized officer of the Vendor as to possession of the Property in a form acceptable to the solicitors for the Purchaser;
  - (v) a Statutory Declaration by an authorized officer of the Vendor that it is not now, and upon completion will not be, a "non-resident person" within the meaning and for the purpose of Section 116 of the *Income Tax Act*, R.S.C., 1985, c. 1 (5th Supp.) as amended;
  - (vi) certified copies of all appropriate certificates, by-laws and other documents of Vendor authorizing the transaction herein; and
  - (vii) such further documentation and assurances as the Purchaser may reasonably require to complete the transaction contemplated by the APS.

27. Harmonized Sales Tax

- (a) The parties hereto acknowledge and agree that the transaction contemplated herein is subject to the Harmonized Sales Tax (HST) under the *Excise Tax Act*, R.S.C., 1985, c. E-15 (the "Act") and that the Purchase Price does not include HST. 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;
    - (4) an indemnity, indemnifying and saving harmless the Vendor from any HST payable on this transaction and penalty and interest relating to HST; and
    - (5) a notarial true copy of its HST registration confirmation.

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*[Signature]*

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**SECTION VI - MISCELLANEOUS**

## 28. Entire Agreement

- (a) There is no representation, warranty, collateral agreement or condition affecting this Agreement of the Property other than expressed herein.

## 29. Tender

- (a) Any tender of documents or moneys hereunder may be made upon the solicitor acting for the party upon whom tender is desired, and it shall be sufficient that a negotiable, certified cheque or bank draft may be tendered instead of cash.

## 30. Time of Essence

- (a) Time shall be of the essence of this Agreement.

## 31. Planning Act

- (a) This Agreement shall be effective only if the provisions of Section 50 of the *Planning Act*, R.S.O. 1990, c.P.13, as amended are complied with.

## 32. Notices

- (a) All notices in this Agreement shall be in writing and shall be deemed to have been given if delivered by hand or mailed by ordinary mail, postage prepaid, addressed to the solicitor for the person to whom such notice is intended to be given at the following address:

**Solicitors for the Vendor:**

Duncan, Linton LLP  
 ATTENTION: Steven Ross  
 45 Erb Street West  
 Waterloo, ON N2J 4B5  
 Fax: (519) 886-8651

with a copy delivered to:

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

**Solicitors for the Purchaser:**

ATTENTION:  
 Michael G. Szorenyi  
 Gibson Bennett Groom & Szorenyi  
 36 BROADWAY, TILLSONBURG N4G 3P1  
 Fax: (519)842-8001

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.

## 33. Successors and Assigns

- (a) The Purchaser shall be permitted to assign all of its right, title and interest in and to this APS with the Vendor's written approval, which shall not be unreasonably withheld, including assignment to another corporation with the same shareholders as the Purchaser. Subject to the restrictions in the preceding sentence, the Vendor agrees to engross the Transfer/Deed of Land as directed by the Purchase on the completion Date as the Purchaser may elect, and the Vendor agrees to complete the transaction contemplated by this APS on the Completion Date with such assignee or nominee. The Purchaser is released from all liability hereunder, if it assigns its interest in this APS. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

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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;
- (iii) Schedule C" Easement; and,
- (iv)

35. 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.

36. 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.

37. 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.

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IN WITNESS WHEREOF the Purchaser has executed this Agreement:

Dated at Tillsonburg, Ontario this 19 day of January, 2021.

\*\*

Per: Lynn Mudford

Name: Lynn Mudford

Title: Town Manager

Name: Trevor Mudford

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 \_\_\_\_\_, 2021.

IN WITNESS WHEREOF the Vendor has executed this Agreement:

**The Corporation of the Town of  
Tillsonburg**

\_\_\_\_\_  
Stephen Molnar  
Mayor

\_\_\_\_\_  
Michelle Smibert  
Clerk

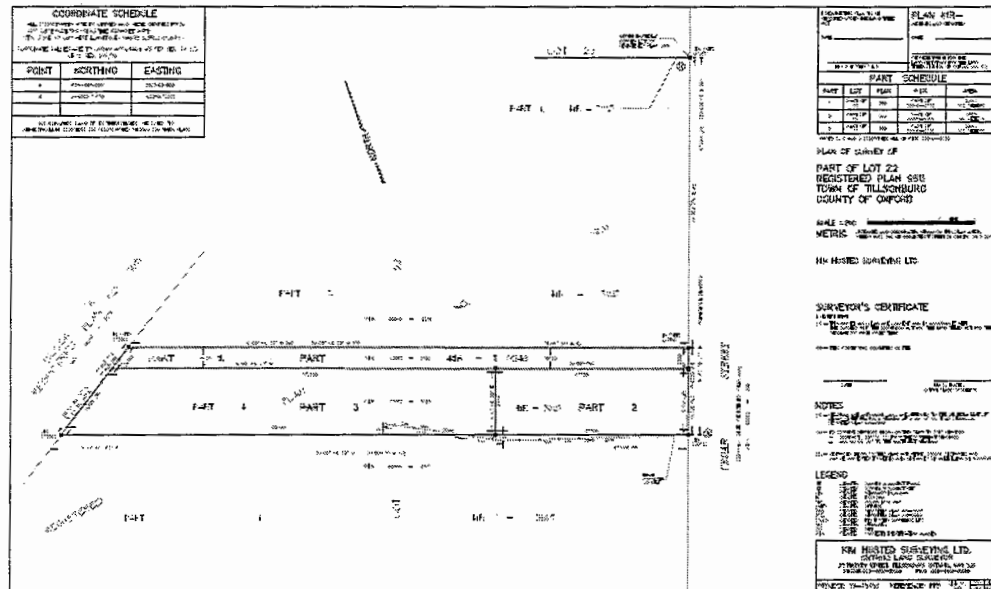
We have authority to bind The Corporation  
of the Town of Tillsonburg.

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

ALL AND SINGULAR that certain parcel or tract of land and premises situated, lying and being in the Town of Tillsonburg in the County of Oxford, being compromised of part of Lot 22, Plan 966, and described as Part 1 on the draft plan to be deposited:



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**SCHEDULE "B" – PURCHASER CONDITIONS**

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

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**SCHEDULE "C" - EASEMENT****TERMS AND PROVISIONS OF THE EASEMENT:**

1. The Owner hereby grants, conveys and confirms to The Corporation of the Town of Tillsonburg (the "Town"), its successors and assigns, in perpetuity, the free, uninterrupted and undisturbed right and easement to enter upon the lands herein described at any time for the purposes of constructing, installing and maintaining all municipal services of any kind (including water distribution pipes and sanitary and storm sewers) in, under, over and upon the said lands, and with the further and continuing right to the Town, its successors and assigns, and its servants, agents and workers to enter upon the lands at any time to construct, repair, correct, operate, replace and maintain at all times in good condition and repair the municipal services and for every such purpose the Town shall have access to the said lands at all times by its agents, servants, employees and workers.

2. The Town covenants and agrees that, upon completion of any work undertaken hereunder, the Town will restore the areas of land upon which it has performed work to the same condition as that in which the lands were found prior to the commencement of the work.

3. The Owner covenants with the Town to keep the lands herein described free and clear of any trees, buildings, structures or other obstructions which may limit the use, operation, repair, replacement or maintenance of the easement and to use the lands herein described only in a manner and for purposes not inconsistent with the exercise of the rights created by this indenture and without limiting the generality of the foregoing, only as a yard, lawn, garden, flowerbed, roadway, driveway or parking area and the Owner agrees not to do or suffer to be done anything which might injure any of the works of the Town hereon.

The term "building" as set out herein shall specifically include any window sills, chimney breasts, cornices, eaves or other architectural features projecting from the first floor of the building but shall not include window sills, chimney breasts, cornices, eaves or other architectural features projecting from the second floor of the building by less than two (2) feet and such second floor projections shall be specifically authorized and allowed to encroach upon the lands herein described.

4. The Town, by the acceptance and registration of the within easement, agrees to be bound by the terms and provisions contained herein.

5. The burden and benefit of this easement shall run with the lands herein described and shall extend to and be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

6. This is an easement in gross.

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**Subject:** 2020 Annual Investment Report

**Report Number:** FIN 21-06

Author: Michael DeJong, Financial & Utility Analyst

Meeting Type: Council Meeting

Meeting Date: Monday, January 25, 2021

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## RECOMMENDATION

THAT Council receives report FIN 21-06 2020 Annual Investment Report as information.

## BACKGROUND

*Ontario Regulation 438/97* provides that the Treasurer shall submit an investment report to Council, at least annually, with the Treasurer's declaration that the municipality is in accordance with the Investment Policy. The following report serves to support that for the twelve month period ending December 31, 2020 all investments were completed in accordance with the Town's Investment Policy.

## DISCUSSION

The Town has short and medium term investments in term deposits and high interest savings accounts. Funds available for investments may be sourced from current accounts, reserves, or trust funds.

### Short Term Investments

Tax revenue is the Town's primary source of cash flow which peaks four times a year near the tax due dates. Expenditures are projected throughout the year and the timing differences of cash flows provide opportunities where excess cash can be invested.

The Town has an innovative short term investment process involving numerous financial institutions and brokers which are contacted on a regular basis for rates on short term investment opportunities. Cash flows are monitored on a regular basis to ensure there are sufficient funds available to pay expenditures for operations and

capital. Note that in 2020 the Bank of Canada decreased interest rates by 150 basis points to a target overnight rate of 0.25% which had a negative impact on rates of return.

As at December 31, 2020;

Investment Balance: \$5,007,935

Average Annual Holdings: \$5,066,921

Average Annual Rate of Return: 1.26%

### Medium Term Investments

When cash flows exceed current year's expenditures or are not required to meet the short term commitments, these funds are invested for longer durations. These investments can include term deposits or bonds. These investments are governed under the Section 418 of the *Municipal Act, 2001*, *Ontario Regulation 438/97*, and *Ontario Regulation 43/18*. This legislation places limits on investments based on the duration of the investment, instrument credit rating, or certification in writing that financial indicators are met by the institution.

As at December 31, 2020;

Investment Balance: \$1,305,000

Average Annual Holdings: \$1,339,631

Average Annual Rate of Return: 2.89%

### Long Term Investments

These investments have duration of five years or more. Due to the current market conditions, the return on many long term investments are similar to short or medium term investments with the additional inherent liquidity risk and so there are no current long term investments. Funds required for future capital projects or restricted trust funds are generally placed in these types of investments. Investments in equities are not permitted under current legislation except if there is an agreement in place with the Local Authority Services Limited and the CHUMS Financing Corporation (The One Investment Program), or under the Prudent Investor Standard.

## **FINANCIAL IMPACT**

As a result of monitoring cash flows and investing surplus funds investments were able to generate additional income for the Town. The investment income earned by the Trusts for 2020 total \$38,713 and earned by the Town total \$63,707. Below is a table which details the Trusts investment income.

<b>Trust Funds</b>	
Cemetery Pre-need	830
Parkland	542
Community	2,069
Annandale	3,377
Cemetery Maintenance	970
Scholarship	963
JL Scott	2,394
Lake Lisgar	742
Cemtery	26,825
	<b>38,713</b>

## COMMUNITY STRATEGIC PLAN (CSP) LINKAGE

1. Excellence in Local Government ☐ Demonstrate strong leadership in Town initiatives
  - ☒ Streamline communication and effectively collaborate within local government
  - ☒ Demonstrate accountability

## ATTACHMENTS

None



**Subject:** Airport Hangar Land Lease Taxiway G1 Lot 5

**Report Number:** OPS 21-02

**Author:** Dan Locke, C.E.T., Manager of Public Works

**Meeting Type:** Council Meeting

**Meeting Date:** Monday, January 25, 2021

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## **RECOMMENDATION**

THAT Council receives report OPS 21-02 Airport Hangar Land Lease Taxiway G1 Lot 5;

AND THAT a By-law to execute the Hanger Land Lease Agreement for Taxiway G1 Lot 5 with Escalade Property Corp. be brought forward for Council consideration.

## **BACKGROUND**

On March 9<sup>th</sup>, 2020 Council approved a lease agreement granting Mrs. Bailey to construct a new 60ft x 60ft hangar (3,600 sq. ft.) at the Tillsonburg Regional Airport along existing Taxiway G1 Lot #5. However, due to impact related to Covid the applicant was unable to move forward with the project.

Staff were approached by a new applicant Jonathan Leahy from Escalade Property Corporation and have reviewed the applicant's proposal to ensure the proposed hangar does not negatively impact future development plans. Staff are satisfied with the proposal and recommend that Council enter into the attached Airport Hangar Land Lease Agreement for Taxiway G1 Lot# 5 with Escalade Property Corp. to permit the construction of a 3,600 sq. ft. hangar for a twenty (20) year and one month term, expiring on January 1, 2041.

The construction of new hangars increases Airport revenue through both the land lease rental fee and the potential for additional fuel sales, supporting the Corporations goal of decreasing the net levy requirement to support Airport operations.

## **CONSULTATION**

In 2019 the Tillsonburg Airport Advisory Committee worked hard reviewing several conceptual plans and options before finalizing the Taxiway G1 Development Plan Layout to facilitate additional development along the east side of existing Taxiway G1. This proposed new hangar is identical to the previously approved hangar for Lot #5 and as such conforms to the accepted Taxiway G1 Development Plan Layout previously reviewed by the Tillsonburg Airport Advisory Committee at the February 20<sup>th</sup> 2020 meeting.

OPS 20-02

It should be noted that this is the last General Aviation Hangar Lot that does not require additional infrastructure investment from the Town and that there are only two General Aviation Hangar Lots left after making ten (10) Lots available in the spring of 2019.

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

In accordance with the 2021 Rates & Fees By-law the annual land lease revenue is calculated at a rate of \$0.30 per sq. ft. Based on a 3,600 sq. ft. hangar the additional annual operating revenue is \$1,080 plus HST. In addition to all construction and final site grading costs, the Tenant is also responsible for all other site servicing costs (i.e. telecommunications, etc.) as well as the associated Property Taxes and a one-time Airport Infrastructure Fee of \$550 as per the 2021 Rates & Fees By-law.

### **COMMUNITY STRATEGIC PLAN (CSP) LINKAGE**

1. Excellence in Local Government ☐ Demonstrate strong leadership in Town initiatives
  - ☐ Streamline communication and effectively collaborate within local government
  - ☐ Demonstrate accountability
2. Economic Sustainability
  - ☒ Support new and existing businesses and provide a variety of employment opportunities
  - ☐ Provide diverse retail services in the downtown core
  - ☐ Provide appropriate education and training opportunities in line with Tillsonburg's economy
3. Demographic Balance
  - ☐ Make Tillsonburg an attractive place to live for youth and young professionals
  - ☐ Provide opportunities for families to thrive
  - ☐ Support the aging population and an active senior citizenship
4. Culture and Community
  - ☐ Promote Tillsonburg as a unique and welcoming community
  - ☐ Provide a variety of leisure and cultural opportunities to suit all interests
  - ☐ Improve mobility and promote environmentally sustainable living

### **ATTACHMENTS**

Appendix A – Taxiway G1 Lot 5 Hangar Land Lease Agreement

## TILLSONBURG AIRPORT HANGAR LEASE

This Lease is made this 5th day of November, 2020 (the "Effective Date").

### B E T W E E N

THE CORPORATION OF THE TOWN OF TILLSONBURG

(the "Landlord")

- and -

Escalade Property Corp.  
Jonathan Leahy  
PO Box 37, Lambeth Station  
London, ON  
N6P 1P9

(the "Tenant")

**WHEREAS** the Landlord owns all and singular that certain parcel or tract of land and premises situated, lying and being in the Township of South West Oxford in the County of Oxford, being comprised of:

PT LT 3-4 CON 7 DEREHAM; LT 5-6 CON 7 DEREHAM; PT LT 7 CON 7 DEREHAM PT 1, 2, 3, 4 & 5, 41R2877, PT 2 & 3, 41R2714, PT 1, 2 & 3, 41R4343, PT 1, 2, 3 & 4, 41R4545; S/T 406551; SOUTH-WEST OXFORD;

PIN: 00016-0089 (LT); LRO #41;

municipal address being 244411 Airport Road, Tillsonburg, ON N4G 4H1;

referred to herein as the "Property", the "Airport" or the "Tillsonburg Airport" upon which is located the Tillsonburg Airport which is owned and operated by the Landlord.

In consideration of the covenants, agreements, warranties and payments herein set forth and provided for, the sum of two dollars (\$2.00) paid by each party to the other and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto respectively covenant and agree as follows:

### 1. LEASED PREMISES

- (1) The Leased Premises shall consist of a portion of the Tillsonburg Airport identified as Taxiway G1 Lot 5 on the plan attached as Schedule "A", being the area upon which the Tenant's airplane hangar shall be located plus one (1) metre of land extended beyond the exterior perimeter of the Tenant's airplane hangar building (the "Leased Premises").
- (2) Notwithstanding the above, the Landlord reserves the right to assign an alternate lot to the Tenant on thirty (30) days' written notice at any time prior to the commencement of construction of the Tenant's hangar.
- (3) The Landlord covenants and agrees to the construction by the Tenant of an airplane hangar on the Leased Premises being a Hangar, (the "Hangar") subject to the provisions of Schedule "B". The Tenant shall complete the construction of the Hangar at its sole cost and expense.
- (4) The Landlord covenants and agrees that the Hangar on the Leased Premises is not owned by the Landlord but is owned by the Tenant.

### 2. GRANT OF LEASE

- (1) The Landlord leases the Leased Premises to the Tenant:
  - (a) at the Rent set forth in Section 3;
  - (b) for the Term set forth in Section 4; and
  - (c) subject to the conditions and in accordance with the covenants, obligations and agreements herein including schedules.
- (2) The Landlord covenants that it has the right to grant the leasehold interest in the Leased Premises free from encumbrances except as disclosed on title.

### 3. RENT

- (1) Rent means the amounts payable by the Tenant to the Landlord pursuant to this Section and includes Additional Rent.
- (2) The Tenant covenants to pay to the Landlord, during the Term of this Lease rent as

Landlord's Initials \_\_\_\_\_

Tenant's Initials \_\_\_\_\_





follows (the "Base Rent"): for every year of the Term, the total sum of \$1080.00 per annum (based upon \$0.30 per square foot of Hangar building area) plus H.S.T., and any other applicable services tax which may accrue on account of the Landlord collecting rent, payable yearly in advance. Base Rent shall commence on the first day of the Term. If the first day of the Term is not January 1<sup>st</sup> then Base Rent for the first year of the term shall be prorated until December 31 of the initial year. Base Rent shall then be due on 1<sup>st</sup> day of the year commencing on January 1<sup>st</sup>, 2021 and every 1<sup>st</sup> day of January thereafter. The Parties further agree that the Landlord may, in their sole and absolute discretion, increase the Base Rent annually in accordance with the Town of Tillsonburg Rates and Fees Bylaw, as amended. If the square footage of the Hangar on the Leased Premises expands then the Base Rent shall accordingly increase in proportion to the additional square footage.

- (3) The Tenant further covenants to pay all other sums required by this Lease to be paid by it and agrees that all amounts payable by the Tenant to the Landlord or to any other party pursuant to the provisions of this Lease shall be deemed to be additional rent ("Additional Rent") whether or not specifically designated as such in this Lease.
- (4) The Landlord and the Tenant agree that it is their mutual intention that this Lease shall be a completely carefree net lease for the Landlord and that the Landlord shall not, during the Term of this Lease, be required to make any payments in respect the Leased Premises other than charges of a kind personal to the Landlord (such as income and estate taxes and mortgage payments) and to effect the said intention of the parties the Tenant promises:
  - (a) to pay as Additional Rent: business taxes, real estate taxes and licenses if applicable;
  - (b) to pay all annual fees in accordance with the Town of Tillsonburg Rates and Fees Bylaw, as amended, as Additional Rent for such expenses incurred by the Landlord for the maintenance and servicing of the Airport; and,
  - (c) to pay the Landlord a one-time capital recovery charge, based on actuals, for the Landlord to construct the associated hangar apron, if applicable; and,
  - (d) to pay for or provide servicing and maintaining the Leased Premises and the Hangar and shall include the following:
    - (i) all utilities and services including, but not limited to, electricity, water, sewage, natural gas and propane. The Tenant acknowledges that connection fees for utilities and services are entirely at the Tenant's cost. Further, the Tenant acknowledges that nothing in this Lease, including in this article, is a warranty, covenant or representation by the Landlord to provide connections, utilities or services to the Leased Premises or that the services or utilities can be extended to the Leased Premises;
    - (ii) snow removal and landscaping on the Leased Premises including cutting the grass and weed control of the Leased Premises including the one (1) metre area around the perimeter of the Hangar;
    - (iii) all repair, service and maintenance to the Hangar including reasonable wear and tear; and,
    - (iv) to pay airport infrastructure fees in accordance with the Town of Tillsonburg Rates and Fees Bylaw, as amended.
- (5) The Tenant hereby agrees to indemnify and protect the Landlord from any liability accruing to the Landlord in respect of the expenses payable by the Tenant as provided for herein.
  - (i) The Tenant on behalf of itself/himself/herself/themselves, its/his/her/their heirs, executors, administrators and assigns, including its/his/her/their successors in title, hereby covenants and agrees to indemnify and save harmless the Landlord from all actions, cause of actions, suits, claims, demands, damages, losses, costs, charges and expenses of every nature and kind whatsoever by whomsoever made brought or prosecuted, including legal fees, which the Landlord may incur or have to pay, which may arise either directly or indirectly by reason of any activity, actions, performance, negligence or non-performance of the Tenant, its employees, servants, agents, contractors, subcontractors, architect, landscape architect, engineer, surveyor, planner, consultant, project manager or any other person the Tenant is responsible for at law during the duration of this Agreement; in executing the Works under this Agreement; by reason of installation of any Works required under this Agreement; by the failure of the Tenant to complete the installation of the Works required under this Agreement; because of or on account of the ownership, construction, use existence, or maintenance of the property described in the Agreement; by the exercise of the Tenant's powers under this Agreement; the construction, maintenance or the improper or inadequate construction, installation and/or maintenance of the Works; any act or omission of said parties while undertaking the Works; or by reason of the neglect of the Tenant or its employees, servants, agents,

Landlord's Initials \_\_\_\_\_

Tenant's Initials \_\_\_\_\_



contractors, subcontractors or others for whom the Tenant is responsible at law.

- (ii) Without limiting the generality of the foregoing, the Tenant agrees to indemnify and save harmless the Landlord for any issues related to the alteration of any grade or existing level construction, the maintenance or repair of any taxiway within the Airport, or by reason of the failure, neglect or omission of the Tenant to do anything agreed to be done pursuant to this Agreement or by reason of any act or omission of the Tenant, including failure of the Tenant to comply with the *Construction Act*.
- (6) Additional Rent shall be payable yearly in advance on the same dates stipulated for payment of Base Rent in Section 3 (2).
- (7) All payments to be made by the Tenant pursuant to this Lease are to be in Canadian funds by bank draft, money order or cheque payable to the Landlord and shall be delivered to the Landlord at the Landlord's address for service set out in Section 17 or to such other place as the Landlord may from time to time direct in writing.
- (8) All Rent in arrears and all sums paid by the Landlord for expenses incurred which should have been paid by the Tenant shall bear interest from the date payment was due, or made, or expense incurred at a rate per annum equal to the prime commercial lending rate of the Landlord's bank plus two (2) per cent.
- (9) The Tenant acknowledges and agrees that the payments of Rent and Additional Rent provided for in this Lease shall be made without any deduction for any reason whatsoever unless expressly allowed by the terms of this Lease or agreed to by the Landlord in writing and no partial payment by the Tenant which is accepted by the Landlord shall be considered as other than a partial payment on account of Rent owing and shall not prejudice the Landlord's right to recover any Rent owing.

#### 4. TERMS AND POSSESSION

- (1) The Tenant shall have possession of the Leased Premises for a period of twenty years, two month (the "Term"), commencing on the 5<sup>th</sup> day of November 2020 and ending on the 1<sup>st</sup> day of January, 2041.
- (2) The Tenant shall pay any and all connection costs for hydro, gas, water, heating, air-conditioning and for all other services and utilities as may be provided to the Leased Premises. The Tenant shall arrange with the local authority for connection of gas, electricity and water in the name of the Tenant. Nothing in this paragraph or lease is a warranty or representation by the Landlord that any utilities or services are extended to the Leased Premises or can be extended to the Leased Premises.
- (3) Subject to the Landlord's rights under this Lease, and as long as the Tenant is in good standing, the Landlord covenants that the Tenant shall have quiet enjoyment of the Leased Premises during the Term of this Lease without any interruption or disturbance from the Landlord or any other person or persons lawfully claiming through the Landlord.

#### 5. ABATEMENT OF RENT DURING CONSTRUCTION PERIOD

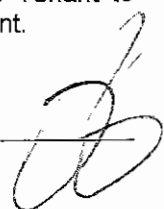
- (1) So long as the Lease has been fully executed, the Tenant has provided the Landlord with proof of the Tenants insurance, and the Tenant has paid the first and last month's Rent to be held as a deposit, the Landlord shall provide the Tenant with possession of the Leased Premises for a period of up to six (6) months commencing on the Effective Date for the purposes of constructing the Hangar on the Leased Premises. All terms of the Lease shall be applicable from the Effective Date save and except for the payment of Rent, Base Rent and Additional Rent which shall be payable as of the first day of the month of occupancy of the Hangar or the expiry of the six (6) month construction period whichever occurs first.
- (2) In the event the Tenant has not completed construction of the Hangar within the six (6) month construction period, the Landlord, in its sole and absolute discretion, may extend the construction period upon written request of the Tenant or terminate this Lease of which then the Tenant's deposit provided in Section 5 (1) would be forfeited.

#### 6. ASSIGNMENT

- (1) The Tenant shall not assign this Lease or sublet the whole or any part of the Leased Premises unless they first obtain the consent of the Landlord in writing, which consent shall not unreasonably be withheld and provided the sub-Tenant and/or assignee signs a written acknowledgement that he/she will be bound by the terms, conditions and rules as provided for in this Lease. The Tenant hereby waives its right to the benefit of any present or future Act of the Legislature of Ontario which would permit the Tenant to assign this Lease or sublet the Leased Premises without the Landlord's consent.

Landlord's Initials \_\_\_\_\_

Tenant's Initials \_\_\_\_\_



- (2) The consent of the Landlord to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting.
- (3) Any consent given by the Landlord to any assignment or other disposition of the Tenant's interest in this Lease or in the Leased Premises shall not relieve the Tenant from its obligations under this lease, including the obligation to pay Rent, Base Rent and Additional Rent as provided for herein.
- (4) If all or more than 50% of the shares in the Tenant should be sold, assigned or transferred in any manner to a person other than the Tenant, then such transferee shall be bound by the terms and conditions of this Lease.

## 7. USE

- (1) During the Term of this Lease the Leased Premises shall not be used for any purpose other than as an aircraft hangar for the storage, repair and operation of airplanes, without the express consent of the Landlord given in writing. The Tenant shall not construct a new hangar or any other building on the Leased Premises except in accordance to the terms of this Lease.
- (2) The Tenant shall not do or permit to be done at the Leased Premises anything which may:
  - (a) contravene any Airport use, standards, or tenant policy as established by the Landlord from time to time;
  - (b) cause damage to the Leased Premises;
  - (c) cause injury or annoyance to occupants of neighbouring premises;
  - (d) make void or voidable any insurance upon the Leased Premises;
  - (e) constitute a breach of any by-law, status, order or regulation of any municipal, provincial or other competent authority relating to the Tillsonburg Airport, the Leased Premises including any septic bed or other property, equipment or appurtenances; and,
  - (f) create an environmental hazard. The Tenant shall not store, allowed to be stored or do anything that creates hazardous waste or toxic material as defined by the Environmental Protection Act or any related or successor legislation. If an order is made by any level of government, including all agencies, crown corporations, municipal bodies, or a court is made as a result of the Tenant's, or its servants, directors, employees, invitees, customers or agents, actions or inaction under this Article or Article 7(2)(e) above or as a result of the septic bed system used by the Tenant then the Tenant shall satisfy the terms of such order including, but not limited to, paying all costs of the work required and shall indemnify and save the Landlord harmless from any costs, including legal costs, if the Landlord suffers any damages or pays any costs associated with such order.
- (3) The Tenant shall:
  - (a) not interfere in the use of the Airport or any other use of the Property. The Tenant acknowledges that there are other uses of the Property and it shall not interfere in any other use of the Property. The Tenant further acknowledges that there are other Tenants and users of the Airport and it shall not unreasonably interfere in the use or operation of the Airport in any manner nor shall it do, or allow to be done by any of its invitees, customers, employees or agents, anything that would cause or constitute a nuisance, safety violation or hazard to any other Tenant or any user of the Airport who are acting reasonably;
  - (b) comply with all federal and provincial transportation guidelines, regulations, rules, by-laws, statutes, directives and any other such matter that governs the flight, use or operation of aircraft;
  - (c) not block or obstruct the taxiways or runway and permit the ingress and egress to adjacent hangars, aprons and parking areas;
  - (d) not conduct any major repairs to any motor vehicle of any kind other than an aircraft or any vehicle or machinery ancillary to or connected with aircraft;
  - (e) not perform aircraft repair or maintenance outside of the Leased Premises;
  - (f) not start any aircraft in the Hangar;
  - (g) not store any items on the Leased Premises, surrounding Property or in the Hangar other than aircraft and related aircraft items except as specifically permitted in this agreement;
  - (h) not store any flammable products inside the Hangar or on the Leased Premises with the exception of fuel or necessary aircraft related products;
  - (i) notify the Landlord of any public activities and/or events no less than thirty (30) days before such activity and/or event with approval by the Landlord, in its sole and absolute discretion and such approval not to be unreasonably withheld;
  - (j) comply with all rules and regulations of the Airport and ensure the compliance of all the Tenant's contractors, employees, agents, customers and invitees; and,
  - (k) provide proof of documentation showing current and proper insurance coverage of any aircraft stored inside the Hangar.

Landlord's Initials \_\_\_\_\_

Tenant's Initials \_\_\_\_\_



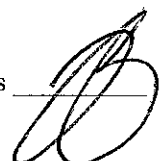
- (4) The Tenant covenants and agrees that the Landlord may require the adjustment in the Airport leases and as such may demand the Tenant move the Hangar and the location of the Leased Premises. The Landlord shall compensate the Tenant for any expenses in moving the Hangar as agreed between the Parties.
- (5) The Tenant shall be permitted to construct and maintain one (1) aircraft hangar (the "Works") on the Leased Premises as follows:
- (a) the dimensions of the Hangar shall be 60 feet by 60 feet for a total floor area of 3,600 square feet;
  - (b) the style of the Hangar shall be either a pole barn style building or a metal frame building;
  - (c) the siding, siding colour, roof colour, hanger number, and height of the building will be maintained in accordance with current Airport standards as approved by the Landlord;
  - (d) the hangar apron shall be constructed of a hard surface (i.e. asphalt or concrete) with a minimum 300mm (12") structural sub-base to the satisfaction of the Landlord;
  - (e) any construction or renovation shall comply with the construction requirements of the Landlord in its sole and absolute discretion including the construction requirements detailed in Schedule "B" to this Lease and all applicable building code standards and by-laws of the municipality in which the Leased Premises are located and any federal or provincial statutes, rules or regulations;
  - (f) prior to the commencement of construction, the Tenant shall submit, at its sole cost, a site plan and drainage/grading plan which shall include, but not limited to, the information required in this Article 7(5) of this Lease and the proposed floor elevation, which all shall be subject to the approval of the Landlord;
  - (g) the Tenant agrees to maintain the lot grading during and after construction and erection of the Hangar and shall comply with the lot grading and drainage requirements of the Landlord at the sole cost of the Tenant;
  - (h) obtain all necessary permits, as applicable, at the expense of the Tenant; and,
  - (i) the Tenant shall be responsible for and pay the cost of all repair, renovation, and maintenance and nothing in this Lease shall render the Landlord responsible for any such costs.
- (6) The Landlord acknowledges that it has granted access to the Tenant for the Tenant to maneuver its aircraft from the Hangar to the adjacent taxiway and runway of the Airport. Further, the Landlord hereby grants to the Tenant, its successors and assigns, free and uninterrupted access in, over, upon, across or through the Hangar apron area, defined as 6 metres wide and 26 metres from the front of the Hangar to the adjacent taxiway. The Landlord grants to the Tenant the right to enter upon the Hangar apron area at all times and to pass and re-pass thereon as may be required by the Tenant, and its licensees, successors, assigns, servants, agents, employees and contractors including all necessary vehicles, equipment and machinery, from time to time, for the purposes of installing, maintaining, replacing, and reconstructing a suitable surface treatment to the Hangar apron as approved by the Landlord in its sole and absolute discretion. Any cost of installing, removing, maintaining, replacing and/or reconstructing the Hangar apron shall be at the sole expense of the Tenant without contribution of the Landlord. The Tenant covenants that it shall not conduct such work to the Hangar apron without first obtaining the consent of the Landlord and such consent shall not be unreasonably withheld. The Tenant hereby releases the Landlord from any and every claim which may or might arise out of the proper exercise by the Tenant of any of the rights granted herein.

## 8. CONSTRUCTION IMPLEMENTATION SCHEDULE

- (1) The Tenant hereby undertakes to complete the work herein in accordance with the timeframes set out in the Schedule "C" (the "Construction Schedule"). The Tenant shall submit a proposed construction schedule which shall be subject to amendments and approval by the Landlord and attached hereto as Schedule "C". A variance to the timeframes will only be allowed if approved in writing by the Landlord. Failure to comply may result in the Tenant being in default of this Agreement and the Landlord may seek remedy pursuant to this Agreement.
- (2) The Landlord approved work shall be carried out by the Tenant in a proper and professional manner so as to do as little damage or disturbance as possible to the Airport lands or the Airport's infrastructure. The Tenant shall repair and make good all damage and disturbance that may be caused to the Airport lands or the Airport's infrastructure, to the satisfaction of the Landlord, acting reasonably, at the sole expense of the Tenant.
- (3) During construction, the works to be carried out by the Tenant, shall be maintained in all respects in a state of good repair by the Tenant, including keeping the site in a sound, neat, safe and clean condition to the satisfaction of the Landlord. If the site is not kept in a state of good repair, upon seven (7) business days written notice to the Tenant (or such shorter time as may be required in the case of an emergency or other urgent matters or

Landlord's Initials \_\_\_\_\_

Tenant's Initials \_\_\_\_\_



as otherwise provided herein), the Landlord shall have the right to do any work necessary to fulfill this condition and all costs incurred by the Landlord shall be recovered from the Tenant and may be recovered as Additional Rent.

## 9. REPAIR AND MAINTENANCE

- (1) The Tenant covenants that during the term of this Lease and any renewal thereof, the Tenant shall keep the Leased Premises and Hangar in good condition including all alterations and additions made thereto, and shall, with or without notice, promptly make all needed repairs and all necessary replacements as would a prudent owner. The Tenant shall be responsible for all wear and tear to the Hangar and shall affect all repairs as necessary. Save and except the Landlord's, or its agent's, contractor's and employee's negligence or intentional actions, at no time is the Landlord responsible for any repairs or damage to the Hangar or the Leased Premises.
- (2) The Tenant shall permit the Landlord or a person authorized by the Landlord to enter the Leased Premises including the Hangar to examine the condition thereof and view the state of repair at reasonable times:
  - (a) and if upon such examination repairs are found to be necessary, written notice of the repairs required shall be given to the Tenant by or on behalf of the Landlord and the Tenant shall make the necessary repairs within the time specified in the notice; and,
  - (d) if the Tenant refuses or neglects to keep the Leased Premises including the Hangar in good repair the Landlord may, but shall not be obliged to, make any necessary repairs, and shall be permitted to enter the Leased Premises and Hangar, including by its servants or agents, for the purpose of effecting the repairs without being liable to the Tenant for any loss, damage or inconvenience to the Tenant in connection with the Landlord's entry and repairs. If the Landlord makes such repairs the Tenant shall pay the cost of them immediately as Additional Rent.
- (3) Subject to any renewal, upon the expiry of the Term or other determination of this Lease the Tenant agrees to surrender peaceably the Leased Premises to the Landlord in a state of good repair and subject to the conditions contained in this Article 9(3). The Tenant may remove the Hangar provided the Tenant places the Leased Premises back into a similar condition as it was in prior to the construction of the Hangar even if the construction of the Hangar predated this Lease. At any time during the Term, expiry of the Term, if an Act of Default occurs or upon termination of this Lease if the Tenant is in arrears of any rent whatsoever the Tenant agrees that the Landlord shall be permitted to register such lien on the Hangar under the *Personal Property Security Act* and possession of the Hangar will not be obtained by the Tenant until the lien is paid in full with all accrued interest and legal fees.
- (4) The Tenant shall immediately give written notice to the Landlord of any substantial damage that occurs to the Leased Premises including the Hangar from any cause.
- (5) The Tenant hereby agrees that at no time is the Landlord responsible for any damage, including damage to property or personal injury, as a result of the Tenant's use of the Leased Premises, Airport or Property and the Tenant hereby waives any cause of action in law, equity or by statute as against the Landlord for any loss. The Tenant acknowledges that it shall not institute any claim or make any demand against the Landlord, or anyone that may claim indemnity from the Landlord, for any personal injury or damage to property, including aircraft, as a result of the Tenant's use (including storage) of the Hangar, Airport or Property. The Tenant acknowledges that the use of the Airport, Hangar or Property is at its own risk.
- (6) The Tenant hereby forever releases the Landlord from any and all claims in law, equity or by statute as a result of any intentional or negligent acts of any other Tenant and/or user of the Property and/or Airport, or their agents, contractors, invitees, customers or employees that may cause death, personal injury or property loss to the Tenant or its agents, customers, employees, contractors or invitees.

## 10. ALTERATIONS AND ADDITIONS

- (1) If the Tenant, during the Term of this Lease or any renewal of the Lease, desires to make any alterations or additions to the Leased Premises, including but not limited to; erecting partitions, attaching equipment, and installing necessary furnishings or additional equipment of the Tenant's business but not including erecting a new hangar or any other accessory building, the Tenant may do so at his own expense provided that any and all alterations or additions to the Leased Premises made by the Tenant must comply with any requirement of the Landlord including Schedule "B" and all applicable building code standards and by-laws of the municipality in which the Leased Premises are located and any federal or provincial statutes, rules or regulations.

Landlord's Initials \_\_\_\_\_

Tenant's Initials \_\_\_\_\_



- (2) The Tenant shall pay Rent at the rate prescribed in paragraph 3 above based upon the area of the Hangar subsequent to any addition or alteration.
- (3) The Tenant shall be responsible for and pay the cost of any alterations, additions, installations or improvements that any governing authority, municipal, provincial or otherwise, may require to be made in, on or to the Leased Premises.
- (3) No sign, advertisement or notice shall be inscribed, painted or affixed by the Tenant, or any other person on the Tenant's behalf, on any part of the outside of the Hangar unless it is located along the facade of the Hangar's front and provided it complies with the Landlord's signage requirements and with all applicable laws, by-laws and regulations and is in good workmanlike manner. No other sign, advertisement or notice shall be erected unless it has been approved in every respect by the Landlord in writing.
- (4) The Tenant agrees, at its own expense and by whatever means may be necessary, immediately to obtain the release or discharge of any encumbrance that may be registered against the Landlord's property in connection with any additions or alterations to the Leased Premises made by the Tenant or in connection with any other activity of the Tenant.
- (5) The Tenant shall, at his own expense, if requested by the Landlord, remove any or all additions or improvements made by the Tenant to the Leased Premises during the Term and shall repair all damage caused by the installation or the removal or both.
- (6) The Tenant shall not bring onto the Leased Premises or any part of the Leased Premises any machinery, equipment or any other thing that might in the opinion of the Landlord, by reason of its hazardous nature, weight, size or use, damage the Leased Premises or the Property. If the Leased Premises or Property are damaged the Tenant shall restore the Leased Premises or Property immediately or pay to the Landlord the cost of restoring the Leased Premises or Property.

## 11. INSURANCE

- (1) The Tenant covenants to keep the Landlord indemnified and save harmless the Landlord at all times against all claims, suits, procedures, actions and demands (including but not limited to all legal costs) whatsoever and howsoever arising by any person, entity or corporation whether in respect of damage, loss or death to person or property, arising out of or occasioned by the maintenance, use or occupancy of the Leased Premises, Airport and Property or the subletting or assignment of same or any part thereof. And the Tenant further covenants to indemnify the Landlord with respect to any encumbrance on or damage to the Leased Premises occasioned by or arising from the act, default, or negligence of the Tenant, its officers, agents, servants, employees, contractors, customers, invitees or licensees. The Tenant agrees that the foregoing indemnity shall survive the termination of this Lease notwithstanding any provisions of the Lease to the contrary.
- (2) The Tenant shall carry insurance in its own name insuring against the risk of damage to the Tenant's property and the Hangar within the Leased Premises caused by fire or other perils.
- (3) The Tenant shall carry such general liability and property damage insurance including personal injury and property damage coverage with at least two million (\$2,000,000.00) dollars in limits of each occurrence with respect to the Leased Premises and Tenant's occupation of the Leased Premises. Such insurance policy shall contain no airport site exclusion.
- (4) All insurance policies in this Section 11 including this Article shall name the Landlord, where applicable, as an insured and loss payee and the policy shall include a cross-liability endorsement. All policies shall be applicable as primary insurance, taking precedence over any other insurance protection owned by the Landlord. The Tenant shall insure that each insurance policy contains a waiver of subrogation rights which the insurer may have against the Landlord and the persons for whom is legally responsible.
- (5) Upon demand of the Landlord, the Tenant shall provide a copy of any and all policies of insurance including renewals and terms of such policies to the Landlord. If any policy of insurance is canceled the Tenant shall inform the Landlord without delay of such cancellation and shall obtain a replacement policy without delay on the same terms as set out in this Section 11. Under no circumstances shall delivery of and review by the Landlord of any certificate set forth or any insurance policy or any other proof of existence of the insurance coverage release the Tenant of its obligations to take out insurance in strict compliance with the present provisions or constitute a waiver in favour of the Tenant of any of the Landlord's rights.

## 12. ACTS OF DEFAULT AND LANDLORD'S REMEDIES

- (1) An Act of Default has occurred when:

Landlord's Initials \_\_\_\_\_

Tenant's Initials \_\_\_\_\_





- (a) the Tenant has failed to pay Rent for a period of 45 consecutive days from the date that payment was required to be paid to the Landlord;
  - (b) the Tenant has breached its covenants or failed to perform any of its obligations under this Lease for a period of 45 consecutive days and:
    - (i) the Landlord has given ten (10) days' notice specifying the nature of the default and the steps required to correct it; and,
    - (ii) the Tenant has failed to correct the default as required by the notice;
  - (c) the Tenant has:
    - (i) become bankrupt or insolvent or made an assignment for the benefit of creditors;
    - (ii) had its property seized or attached in satisfaction of a judgment;
    - (iii) had a receiver appointed;
    - (iv) committed any act or neglected to do anything with the result that a Construction Lien or other encumbrance is registered against the Landlord's property; or,
    - (v) taken action with a view to dissolution or liquidation;
  - (d) any required insurance policy is cancelled or not renewed by reason of the use or occupation of the Leased Premises, or by reason of non-payment of premiums;
  - (e) the Leased Premises:
    - (i) has become vacant or remain unoccupied for a period of 180 consecutive days. For the purposes of this section the Parties agree that the terms "vacant and "unoccupied" shall mean no use or utilization of the Hangar and/or no storage of necessary tools, implements or equipment in the Hangar; or,
    - (ii) is used by any other person or persons, or for any other purpose than as provided for in this Lease without the written consent of the Landlord;
  - (f) failure to install or remedy faulty work,
- if, in the opinion of the Landlord the Tenant:
- i. is not proceeding or causing to be proceeded the works required in connection with this Agreement within thirty (30) days' of notice given; or
  - ii. is improperly performing the works; or
  - iii. has neglected or abandoned before the completion, or unreasonably delayed the same, so that conditions of this Agreement are being violated or carelessly executed or being carried out in bad faith; or
  - iv. has neglected or refused to renew or again perform such work as may be rejected by the Landlord as defective or unsuitable; or
  - v. has defaulted performance of the terms and conditions of this agreement;

then, in any such instance, the Landlord shall promptly notify the Tenant, in writing, of such default or neglect and if such notification be without effect within ten (10) business days after such notice, the Landlord shall thereupon have full authority and power to purchase materials and employ workers and machines for the proper completion of the works at the cost and expense of the Tenant. The cost of such work shall be calculated by the Landlord whose decision shall be final and be paid to the Landlord by the Tenant on demand. Should payment not be received following the issuance of an invoice from the Landlord, the Landlord shall collect same as Additional Rent in addition to any other remedy available to the Landlord.

It is further understood and agreed between the parties hereto that such entry upon the Premise shall be as an agent for the Tenant and shall not be deemed, for any purposes whatsoever, as an acceptance of the works by the Landlord.

- (2) When an Act of Default on the part of the Tenant has occurred:
  - (a) the current year's Rent together with the next years' Rent shall become due and payable immediately; and,
  - (b) the Landlord shall have the right to terminate this Lease and to re-enter the Leased Premises and deal with them as it may choose.
- (3) If, because an Act of Default has occurred, the Landlord exercises its right to terminate this Lease and re-enter the Leased Premises prior to the end of the Term, the Tenant shall nevertheless be liable for payment of Rent and all other amounts payable by the Tenant in accordance with the provisions of the Lease until the Landlord has re-let the Leased Premises or otherwise dealt with the Leased Premises in such manner that the cessation of payments by the Tenant will not result in loss to the Landlord and the Tenant agrees to be liable to the Landlord, until the end of the Term of this Lease for payment of

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any difference between the amount of Rent hereby agreed to be paid for the Term hereby granted and the Rent any new Tenant pays to the Landlord.

- (4) If when an Act of Default has occurred, the Landlord chooses not to terminate the Lease and re-enter the Leased Premises, the Landlord shall have the right to take any and all necessary steps to rectify any or all Acts of Default of the Tenant and to charge the costs of such rectification to the Tenant and to recover the costs as Rent.
- (5) If, when an Act of Default has occurred, the Landlord chooses to waive its right to exercise the remedies available to it under this Lease or at law the waiver shall not constitute condonation of the Act of Default, nor shall the waiver be pleaded as an estoppel against the Landlord to prevent his exercising his remedies with respect to a subsequent Act of Default. No covenant, term, or condition of this Lease shall be deemed to have been waived by the Landlord unless the waiver is in writing and signed by the Landlord.

### 13. TERMINATION UPON NOTICE AND AT END OF TERM

- (1) If the Leased Premises and/or Property are subject to an Agreement of Purchase and Sale:
  - (a) The Landlord shall have the right to terminate this Lease, notwithstanding that the Term has not expired, by giving ninety (90) days' notice (the "Notice") in writing to the Tenant and, at the Tenant's option, the Landlord shall pay to the Tenant the fair market value for the Hangar or the Tenant agrees to remove the Hangar and comply with Articles 9(3) and 10(5) of this Lease. Upon expiry of the Notice the Tenant shall provide vacant possession of the Leased Premises provided the Landlord pays to the Tenant a bonus of \$500.00. For the purposes of this Article and Articles 13(3) and 13(4) fair market value shall be determined as of the date of the issuing of the Notice.
- (2) If the Tenant remains in possession of the Leased Premises after termination of this Lease as aforesaid and if the Landlord then accepts Rent for the Leased Premises from the Tenant, it is agreed that such overholding by the Tenant and acceptance of Rent by the Landlord shall create a monthly tenancy only but the tenancy shall remain subject to all the terms and conditions of this Lease except those regarding the Term. The Parties agree that if the Term is not renewed then upon expiry of the Term or if the Tenant is an overholding tenant then either Party may terminate the lease upon sixty (60) days written notice to the other party and the Tenant shall comply with Articles 9(3) and 10(5) of this Lease.
- (3) Other than a termination of this Lease in accordance with Article 13(1) of this Lease, the Landlord shall, at any time and notwithstanding that the Term has not expired, have the unqualified right to terminate this Lease upon one year's prior written notification (the "Notice") if the Leased Premises are required for any reason or purpose of the Landlord in which event the Landlord shall pay to the Tenant the fair market value for the Hangar, if erected by the Tenant, unless the Tenant agrees to remove the Hangar and comply with Articles 6(3) and 7(5) of this Lease, and the Tenant shall provide such vacant possession upon the expiry of the Notice provided the Landlord pays to the Tenant a bonus of \$500.00.
- (4) The Parties agree that it is their mutual intention that at the end of the Term of this Lease the lease shall be renewed upon such conditions and terms as agreed between the Parties. The Parties further agree that although it is their mutual intention to renew the lease nevertheless either party may decide not to renew the lease for any reason. The Parties acknowledge that upon such renewal all terms and conditions shall be negotiated between the Parties. If the Parties do not renew this Lease then the Parties agree that the Landlord shall be granted the Right of First Refusal to purchase the Hangar (the "Option"). The Tenant covenants that it will not sell the Hangar, or any part thereof, to any person, firm or corporation, without first providing the Landlord to exercise its Option as set out in the terms of this paragraph. Upon the Tenant receiving a bona fide offer in writing (the "Third Party Offer") the Tenant shall deliver to the Airport Office, 244411 Airport Road, Township of South-West Oxford, Ontario, a copy of the Third Party Offer and the Landlord shall have twenty business days (the "Notice Period") from the date of receipt of the Third Party Offer to exercise the Option to match the Third Party Offer. If the Landlord exercises its option in the Notice Period then it must inform the Tenant at the Property in writing that it will purchase the Tenant's interest in the Hangar on the same terms and conditions, or more favourable terms to the Tenant at the Landlord's discretion, as contained in the Third Party Offer (the "Landlord's Offer"). If the Landlord exercises its Option in the Notice Period then the Tenant must sell the Hangar to the Landlord upon the terms and conditions as contained in the Landlord's Offer. If the Landlord does not exercise its option in the Notice Period then the Tenant shall be at liberty to accept the Third Party Offer provided that there are no modifications to the Third Party Offer. If any modifications are made to the Third Party Offer then the Landlord shall be permitted to exercise its option pursuant to the terms of this paragraph. For the

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purpose of this paragraph, if the Tenant is a corporation, the word "sell", in addition to its ordinary meaning, shall be deemed to mean and include a sale or disposition of the corporate shareholding of the Tenant by the person or persons who, at the date of the commencement of the lease holds or hold a majority of the corporate shares. Subject to the conditions contained in Article 4 of this Agreement, the Parties agree that prior to the expiry of this Lease if the Tenant seeks to assign this Lease to a third party then the Landlord will agree to examine a proposal to extend the term of this Lease however nothing in this paragraph shall require the Landlord to accept any amendment of the term or new term.

#### 14. ACKNOWLEDGMENT BY TENANT

- (1) The Tenant agrees that it will at any time or times during the Term, upon being given at least forty-eight (48) hours prior written notice, execute and deliver to the Landlord a statement in writing certifying:
  - (a) that this Lease is unmodified and is in full force and effect (or if modified stating the modifications and confirming that the Lease is in full force and effect as modified);
  - (b) the amount of Rent being paid;
  - (c) the dates to which Rent has been paid;
  - (d) other charges payable under this Lease which have been paid;
  - (e) particulars of any prepayment of Rent or security deposits; and,
  - (f) particulars of any sub tenancies.

#### 15. SUBORDINATION AND POSTPONEMENT

- (1) This Lease and all the rights of the Tenant under this Lease are subject and subordinate to any and all charges against the land, buildings or improvements of which the Leased Premises form part, whether the charge is in the nature of a mortgage, trust deed, lien or any other form of charge arising from the financing or re-financing, including extensions or renewals, of the Landlord's interest in the Property.
- (2) Upon the request of the Landlord the Tenant will execute any form required to subordinate this Lease and the Tenant's rights to any such charge, and will, if required, attorn to the holder of the charge.
- (3) No subordination by the Tenant shall have the effect of permitting the holder of any charge to disturb the occupation and possession of the Leased Premises by the Tenant as long as the Tenant performs his obligations under this Lease.

#### 16. RULES AND REGULATIONS

The Tenant agrees on behalf of itself and all persons entering the Leased Premises with the Tenant's authority or permission to abide by such reasonable rules, standards and regulations of the Airport and/or Property which shall form part of this Lease and as the Landlord may make and/or amend from time to time.

#### 17. NOTICE

- (1) Any notice required or permitted to be given by one party to the other pursuant to the terms of this Lease may be given

To the Landlord at:

Tillsonburg Regional Airport  
Attn: Airport Administrator  
244411 Airport Rd  
South-West Oxford, On  
N4G 4H1  
Fax: 519-842-3445

To the Tenant at the Leased Premises or at:

Escalade Property Corp.  
Jonathan Leahy  
PO Box 37, Lambeth Station  
London, ON  
N6P 1P9  
519-319-5170

- (2) The above addresses may be changed at any time by giving ten (10) days written notice.
- (3) Any notice given by one party to the other in accordance with the provisions of this Lease

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shall be deemed conclusively to have been received on the date delivered if the notice is served personally or seventy-two (72) hours after mailing if the notice is mailed.

## 18. REGISTRATION

The Tenant shall not at any time register notice of or a copy of this Lease on title to the Property of which the Leased Premises form part without consent of the Landlord.

## 19. INTERPRETATION


- (1) The words importing the singular number only shall include the plural, and vice versa, and words importing the masculine, feminine or neutral gender shall include the other genders, and words importing persons shall include firms and corporations and vice versa.
- (2) Unless the context otherwise requires, the word "Landlord" and the word "Tenant" wherever used herein shall be construed to include the executors, administrators, successors and assigns of the Landlord and Tenant, respectively.
- (3) When there are two or more Tenants bound by the same covenants herein contained, their obligations shall be joint and several.

## 20. MISCELLANEOUS

- (1) Unless otherwise stipulated, parking, if applicable, in the common parking area shall be in common and unreserved.
- (2) If a dispute should arise between the Parties in the interpretation of this Agreement then both parties agree that such dispute shall be referred to binding arbitration and be bound by the result of such arbitration. The terms, form and procedure of the arbitration shall be in accordance with the *Arbitration Act* or any successor legislation. The parties further agree that the arbitrator shall be jointly chosen and the arbitrator shall have the ability to award costs of the arbitration. This clause shall not apply if the Tenant is in default under the terms of the Lease which include but are not limited to:
  - (a) its obligations to pay Rent, Base Rent and/or Additional Rent;
  - (b) non-repair or maintenance of the Leased Premises;
  - (c) subleased the Leased Premises without the authorization of the Landlord, acting reasonably;
  - (d) changed its use of the Leased Premises; or,
  - (e) used the Leased Premises in any manner contrary to Article 7.
- (3) In the event that any clause herein should be unenforceable or be declared invalid for any reason whatsoever, such enforce ability or invalidity shall not affect the enforce ability or validity of the remaining portions of the covenants and such unenforceable or invalid portions shall be severable from the remainder of this Lease.
- (4) This Lease shall be construed and enforced in accordance with the laws of the Province of Ontario. Any proceeding shall be brought at the City of Woodstock in the County of Oxford, Ontario.
- (5) The Tenant hereby agrees that it has had an opportunity to review the terms of this Lease and seek independent legal advice.
- (6) Should any provision of this Lease require judicial interpretation or arbitration, it is agreed that the court or arbitrator interpreting or construing the same shall not apply a presumption that the terms thereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it be agreed that both parties have participated in the preparation hereof.
- (7) This Lease and it's schedules constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and supercedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements between the Parties in connection with the subject matter hereof, except as specifically set forth herein. No supplement, modification, waiver or termination of this Lease shall be binding unless executed in writing by the Parties.
- (8) The Tenant agrees that it has not relied upon any representation, promise or warranty of the Landlord with respect to the condition of the Leased Premises, Hangar or any representation or promise of the Landlord to repair, renovate or otherwise alter the

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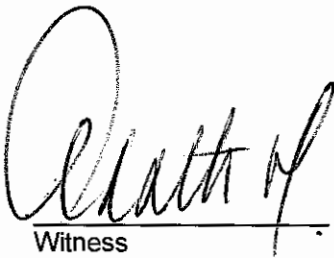


Leased Premises in any manner prior to or after commencement of the Term. The Parties agree that the Leased Premises are being offered to the Tenant in an "as is" condition. The Tenant shall not call on or demand the Landlord to perform any repairs or renovations prior to or after it obtains possession. The Tenant acknowledges that it has performed its own due diligence in establishing the state of repair of the Leased Premises including the Hangar.

In Witness of the foregoing covenants the Landlord and the Tenant have executed this Lease.

\_\_\_\_\_  
Landlord  
Stephen Molnar, Mayor  
The Corporation of the Town of Tillsonburg

\_\_\_\_\_  
Landlord  
Donna Wilson, Clerk  
The Corporation of the Town of Tillsonburg  
We have authority to bind the Corporation.

  
\_\_\_\_\_  
Witness

Per:

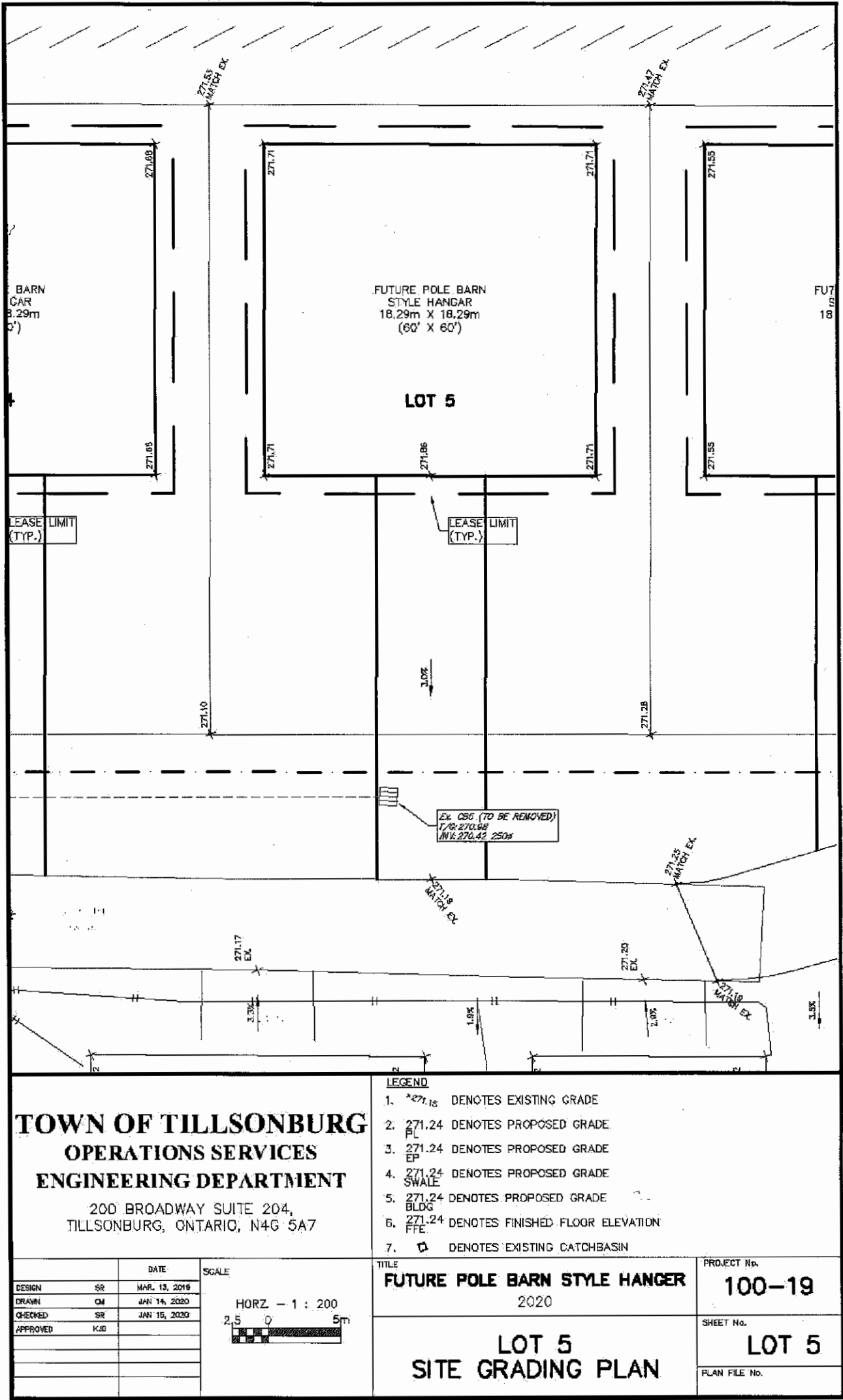
\_\_\_\_\_  
Jonathan Leamy  
Tenant

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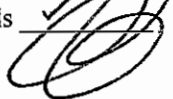
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Schedule "A"  
THE "LEASED PREMISES" SITE PLAN  
Taxiway G1 Lot 5



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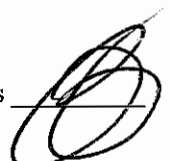
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**SCHEDULE "B"****CONSTRUCTION REQUIREMENTS**

1. The Tenant shall construct an airplane hangar building with approximate dimensions of 60 feet wide by 60 feet deep comprising a floor area of 3600 square feet.
2. The Tenant covenants and agrees, notwithstanding any other statute, regulation or provision regarding the federal government's authority to regulate the aeronautics industry, to:
  - (a) obtain from the Landlord an Airport Development Permit prior to construction;
  - (b) to pay to the Landlord a flat fee of \$600 to administer the Airport Development Permit;
  - (c) to construct the airplane hangar, and any other building that may be permitted, to the standard of the Ontario Building Code, O. Reg. 332/12 as amended or replaced from time to time (the "OBC") and to the satisfaction of the Landlord in its sole and absolute discretion, and;
  - (d) to ensure all persons retained by the Tenant have appropriate health and safety policies, insurance and WSIB coverage.
3. The Tenant shall provide to the Landlord the following in order to obtain an Airport Development Permit and approval for use of the Leased Premises and hangar thereon:
  - (a) prior to construction, submission of:
    1. all applicable fees;
    2. 2 copies of a site plan showing the proposed location of the hangar and dimensions to the adjacent buildings;
    3. 2 copies of construction drawings (foundation plan, floor plan, building elevations, diaphragm/truss bracing, anchorage, construction details/finishes, etc.) stamped by a professional engineer;
    4. 2 copies of the truss drawings stamped by a professional engineer; and
    5. Commitment to General Reviews form completed by both the building owner and professional engineer;
  - (b) prior to occupancy and acceptance:
    1. inspection of the construction and acceptance of same by the Landlord in respect of compliance with the OBC, the terms of this Airport Lease and all policies and rules regulating the Tillsonburg Airport; and
    2. submission of all site reports (footing inspection, framing inspection, occupancy inspection) and an occupancy report from the professional engineer; and,
  - (c) final approval:
    1. provide a final report (verifying outstanding items not completed at occupancy have been completed/corrected) from the professional engineer if applicable.
4. The parties covenant and agree that the Tenant is not required to obtain a building permit from the Township of Southwest Oxford for construction of buildings on the Tillsonburg Airport.
5. The Tenant covenants and agrees that failure to comply with the provisions of this schedule shall be an event of default of this Lease and in the absence of remedying such default, shall permit the Landlord to terminate this Lease and seek any and all other recourse against the tenant in such instance.

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**SCHEDULE "C"**

**CONSTRUCTION SCHEDULE**

Provided by the Tenant prior to execution of the lease agreement and approved by the Landlord.

Preliminary Construction Schedule: Start of Construction Spring 2021  
End of Construction Fall 2021

Note: Tenant has expressed that a detailed construction schedule will be provided once contractor and Tenant have finalized.

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A handwritten signature in black ink, consisting of a large, stylized 'D' or 'O' shape with a horizontal line through it, followed by a few loops.



**Subject:** New Cemetery By-Law

**Report Number:** RCP 21-02

Author: Christopher Baird, Director of Recreation, Culture & Parks

Meeting Type: Council Meeting

Meeting Date: Monday, January 25, 2021

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## **RECOMMENDATION**

THAT report RCP 21-02 New Cemetery By-Law, be received as information;

AND THAT a By-Law to govern the operations of the Tillsonburg Cemetery, and to repeal By-Law 3640, be brought forward for Council's consideration;

AND THAT in accordance with the Funeral, Burial, and Cremation Services Act, 2002, the provisions of this By-Law shall come into force and take effect upon the date of approval of this By-Law by the Registrar of the Funeral, Burial and Cremation Services Act.

## **BACKGROUND**

The existing Cemetery By-Law 3640 was previously updated in September 2015. As part of our regular review and updating of various By-Laws, staff identified a number of components which could be further improved and enhanced. The result is a new Draft Cemetery By-Law that will support our Clients and provide operational improvements for the future.

## **DISCUSSION**

The proposed Draft Cemetery By-Law is a new by-law based on the Ministry's standards. As the existing by-law does not meet the standard, and was very short on detail, no redlined version was created. For comparison purposes between the current Cemetery By-Law and the newly proposed update, the following sections have been added or updated;

- Formatting
- Expanded Definitions
- Additional information regarding Cremation and Columbarium

RCP 21-02

- Care of Lots
- Tree Dedication Program
- Memorial Standards
- Maintenance Standards
- Contractor Provisions; and
- Rules for Visitors

**CONSULTATION**

This report has been prepared in consultation with staff in the Parks & Cemetery's Team, Clerks Department, Finance and the CAO. The Parks, Beautification & Cemeteries Advisory Committee has provided initial review and recommendations. Further, and as per the requirements of the Bereavement Authority of Ontario (BAO), the new draft has been posted, advertised and circulated to the local funeral services sector for any public comment.

**FINANCIAL IMPACT/FUNDING SOURCE**

There are no financial impacts associated with the adoption of the new Cemetery By-Law.

**COMMUNITY STRATEGIC PLAN (CSP) LINKAGE**

N/A

**ATTACHMENTS**

Appendix A – Proposed Cemetery By-Law



## THE CORPORATION OF THE TOWN OF TILLSONBURG

### BY-LAW 2021-\_\_\_\_

**A BY-LAW governing the operations of the Tillsonburg Cemetery under the jurisdiction of the Town of Tillsonburg, in particular, governing the rights, entitlements and restrictions with respect to interment rights, in accordance with the Funeral, Burial and Cremation Services Act, 2002, S.O. 2001, c.33 and to repeal By-Law 3640.**

**WHEREAS** The Corporation of the Town of Tillsonburg owns and operates the municipal cemetery known as the Tillsonburg Cemetery, located at 191493 Simcoe Street, Tillsonburg, Ontario;

**AND WHEREAS** the Funeral, Burial, Cremation Services Act, 2002, S.O. 2001, c.33 regulates the operations of cemeteries in Ontario;

**AND WHEREAS** the Council of The Corporation of the Town of Tillsonburg deems it desirable to enact a By-Law to regulate the operation of the Tillsonburg Cemetery;

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

#### **1. DEFINITIONS**

- 1.1. ACT and FBCSA means the Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c.33 and all amendments thereto together with all Regulations prescribed thereunder.
- 1.2. BODY means the body of a deceased person.
- 1.3. BURIAL means the opening and closing of an in-ground lot or plot for the disposition of human remains or cremated human remains.
- 1.4. BURIAL PERMIT means a permit for the burial of human remains issued by the Division Registrar.
- 1.5. BY-LAWS mean the rules and regulations that govern the operation of the Cemetery.
- 1.6. BRONZE PLAQUE means an ornament of bronze affixed to a columbarium niche.
- 1.7. CARE AND MAINTENANCE FUND means the trust fund in which a percentage of the purchase price of all Interment Rights and set amounts for

- monument and marker installations is contributed; and wherein the interest earned from such fund is used to provide care and maintenance of lots, plots, markers, monuments and structures at the Cemetery.
- 1.8. CEMETERY means the Tillsonburg Cemetery located at 191-193 Simcoe Street, Tillsonburg, Ontario.
  - 1.9. CEMETERY MANAGER means the Director of RCP or his/her designate appointed to oversee the Operations of the Department.
  - 1.10. CEMETERY SUPERVISOR means the person, or designate who maintains the cemetery grounds; opens and closes graves and niches; and represents the Town for all interments/inurnments.
  - 1.11. CEMETERY OPERATOR means The Corporation of the Town of Tillsonburg who is the owner of the Tillsonburg Cemetery. The town offices are located at 200 Broadway, Suite 204, Tillsonburg, Ontario.
  - 1.12. CEMETERY PRICE LIST means a list of the rates for the supplies and services of the Cemetery as described in the Town's most current Tariff of Fees By-Law.
  - 1.13. COLUMBARIUM means a structure designed for inurnment of cremated human remains in sealed compartments.
  - 1.14. CONTRACT means the contract that is required to be signed by a representative of the Cemetery Operator and all purchasers of interments rights and which details the obligations of both parties and acceptance of the cemetery By-Laws.
  - 1.15. CREMATED REMAINS means the residue after cremation of the body and of the casket or container in which it was received.
  - 1.16. DEFINED FLOWER BED means a flowerbed free of weeds and grass and created in accordance with the cemetery's rules and regulations.
  - 1.17. DESIGNATE means the person authorized by the Cemetery Supervisor and/or Cemetery Manager to act on their behalf on a temporary basis.
  - 1.18. FOUNDATION means the below-ground concrete structure upon which rests the base stone of a monument.

- 1.19. GRAVE (also known as lot) means an in-ground burial space intended for the interment of a child, adult or cremated human remains.
- 1.20. HUMAN REMAINS means a dead human body or the remains of a cremated human body.
- 1.21. INTERMENT means a burial of human remains and includes the placing of human remains in a lot.
- 1.22. INTERMENT RIGHTS means the right to require or direct the interment or inurnment of human remains in a grave, lot, niche and direct the associated memorialization.
- 1.23. INTERMENT RIGHTS CERTIFICATE means the document issued by the Cemetery Operator to the purchaser once the interment rights have been paid in full, identifying ownership of the interment rights.
- 1.24. INTERMENT RIGHTS HOLDER means the person who holds the interment rights to inter human remains in a specific lot whether the person be the purchaser of the rights, the person named in the Interment Rights Certificate or such other person to whom the interment rights have been assigned and shall be listed in the records of the Cemetery.
- 1.25. INURNMENT means the placing of cremated human remains in a niche.
- 1.26. LOT means an area of land in a cemetery containing, or set aside to contain, human remains and includes a niche in the Columbarium.
- 1.27. MARKER means any permanent memorial structure that is set flush and level with the ground, and used to mark the location of a burial lot.
- 1.28. MONUMENT means any permanent memorial projecting above the ground installed within the designated space to mark the location of a burial or lot.
- 1.29. NICHE means a sealed compartment in a Columbarium, designed for the inurnment of cremated human remains.
- 1.30. PLOT means a parcel of land, sold as a single unit, containing multiple lots.
- 1.31. PUBLIC REGISTER means the register that is required to be made available to the public and contains the information as prescribed under the FBCSA, Ontario Regulation 30/11.
- 1.32. REGISTRAR means the Registrar appointed under the FBCSA.

- 1.33. REGULAR INTERMENT means the interment of human remains which have not been cremated.
- 1.34. REGULATIONS means the regulations made pursuant to the Funeral, Burial and Cremation Services Act, 2002.
- 1.35. TRANSFEREE means a person wherein the interment rights with respect to a lot(s) or niche(s), have been either transferred or resold to such person.
- 1.36. TREASURER means the Treasurer of The Corporation of the Town of Tillsonburg.
- 1.37. URN means any container used to hold cremated human remains.
- 1.38. VAULT means a burial chamber (underground).

## **2. GENERAL INFORMATION**

- 2.1. The Cemetery Operator reserves full and complete control and management of the land, buildings, plantings, roads, utilities, books and records of the cemetery, and complete authority to administer this By-Law regarding all cemetery operations.
- 2.2. Hours of Operation:
  - (a) Municipal Office hours are Monday to Friday, 8:30 a.m. to 4:30 p.m.
  - (b) Cemetery Office hours are 9 am to 1 pm Monday to Friday.
  - (c) Normal interment or inurnment hours are Monday to Friday, 9:00 a.m. to 3:00 p.m.
  - (d) Visiting hours are daily from dawn to dusk.

Interments/Inurnments Outside of Normal Hours of Operation:

  - (a) Interments/inurnments may be requested to take place after 4 pm., Monday to Friday, however additional charges will apply. These charges are identified in the Cemetery Price List.
  - (b) Interments/inurnments may be requested to take place on a Saturday between 9 am and 4 pm, however additional charges will apply. These charges are identified in the Cemetery Price List.

- 2.3. General Conduct: The Cemetery Operator reserves the full control over the cemetery operations and management of land within the cemetery grounds. (See Section 16 for “Rules for Visitors”).
- 2.4. The Cemetery Operator is committed to protecting the privacy of its Interment Rights Holders. We collect, use and disclose personal information as required by governing federal and provincial legislation. We do not rent, sell, or trade personal information lists. Individuals may request their personal information in writing at any time to ensure that it is correct and current or to edit it.
- 2.5. The Cemetery Operator reserves the right, at its cost, to correct any error that may be made by it in making interments/inurnments, in the description of the lot/niche, or the transfer or conveyance of any interment rights. The Cemetery Operator may, at its sole discretion, either, cancel such grant and substitute other interment rights, or lot of equal value and similar location, as far as is reasonably possible; or refund all money paid on account for such purchase. Notice will be given personally to the Interment Rights Holder. If necessary, it may be mailed to the Interment Rights Holder or their legal representative, at their last appearing address in the record books of the cemetery. In the event any such error may involve the disinterment of remains, the Cemetery Operator shall first obtain the approval of any regulatory authority and the Interment Rights Holder.
- 2.6. By-Law: The Cemetery Operator shall be governed by this By-Law and all procedures will comply with the Funeral, Burial and Cremation Services Act, 2002, which may be amended periodically. To the extent that any particular provision of this By-Law is in conflict with the provisions of the Funeral, Burial and Cremation Services Act, 2002, the provisions of the Funeral, Burial and Cremation Services Act, 2002 shall govern and this By-Law shall be deemed to have been amended to conform thereto in all respects.
- 2.7. By-Law Amendments: All By-Law amendments must be:
  - (a) Published once in a newspaper with general circulation in the locality in which the cemetery is located;

- (b) Conspicuously posted on a sign at the entrance of the cemetery; and
- (c) Delivered to each supplier of markers who has delivered a marker to the cemetery during the previous year, if the By-Law or By-Law amendment pertains to markers or their installations.

All By-Laws and By-Law amendments are subject to the approval of the Registrar, Bereavement Authority of Ontario (BAO).

- 2.8. Liability: The Cemetery Operator will not be held liable for any loss or damage, without limitation (including damage by the elements, Acts of God, or vandals) to any lot, plot, columbarium niche, monument, marker, or other article that has been placed in relation to an interment right save and except for direct loss or damage caused by gross negligence of the cemetery.
- 2.9. Public Register: A public register will be maintained and made available to the public during regular office hours.
- 2.10. Pets and Other Animals: Only human remains shall be interred in the cemetery and in no case shall the bodies of any lower animal be placed in any grave in the cemetery.
- 2.11. Right to Re-Survey: The Cemetery Operator has the right at any time to re-survey, enlarge, diminish, re-plot, change or remove plantings, grade, close pathways or roads, alter in shape or size, or otherwise change all or any part of the cemetery, subject to approval of the appropriate authorities.

### **3. FINANCIAL**

- 3.1. All fees and charges shall be payable in accordance with the Cemetery Price List which shall be set annually by Council upon recommendation of the Cemetery Manager, who will forward same to the Cemetery Operator.
- 3.2. Payments for all purchases and services pertaining to the Cemetery shall be paid to the Cemetery Operator as follows:
  - All interment rights, purchases and services shall be paid in full at the time of purchase or service;
  - Interments/inurnments shall be paid in full before a burial can take place.

- Payments shall be submitted by cash, cheque or debit. Cheques shall be made payable to the "Town of Tillsonburg" (Cemetery Operator).
- 3.3. All revenue and other monies belonging or pertaining to the Cemetery shall be received by the Treasurer.
  - 3.4. As required by Sections 166 and 168 of Regulation 30/11, a percentage of the purchase price of all interment rights, and a prescribed amount for monuments and markers is contributed into the care and maintenance fund. Income from this fund is used to provide only general care and maintenance of the cemetery. Contributions to the care and maintenance fund are not refundable except when interment rights are cancelled within the thirty (30) day cooling off period.
  - 3.5. The Treasurer shall keep such books, accounts and records as are necessary for properly recording and exhibiting all financial matters pertaining to the Cemeteries as may be prescribed.
  - 3.6. The Treasurer shall maintain, invest, and administer the Care and Maintenance Fund in accordance with the provisions of the Act and the regulations made thereunder.
  - 3.7. The Cemetery Manager shall submit a yearly annual budget to Council setting out operating and capital expenses for approval of Council. In determining the budget, the Cemetery Manager shall not be bound to expend the whole of operating or capital revenues in any year or years but may accumulate and hold or subsequently expend the same or any part thereof, or invest the same or any part thereof.

#### **4. SALE OF INTERMENT RIGHTS**

- 4.1. Purchasers of interment rights acquire only the right to direct the burial of human remains, and the installation of monuments, markers and inscriptions, subject to the conditions set out in the cemetery by-laws.  
No interment, inurnment, or installation of any monument, marker, inscription, or memorialization is permitted until the interment rights have been paid in full. An Interment Rights Certificate will be issued to the Interment Rights

Holder(s) when payment has been made in full. (See Section 3.2 of this By-Law for rules on payments).

The purchase of interment rights is not a purchase of Real Estate or real property. An Interment Rights Holder wishing to resell their interment rights may advise the Cemetery Operator of their intention prior to seeking a third party buyer for their interment rights. (See Section 5 for Resale of Interment Rights).

- 4.2. The Cemetery Operator has for sale the following interment rights:
  - Regular Lots
  - Cremation Lots
  - Columbarium Niches
- 4.3. All prices for cemetery lots and services shall be set out in the Cemetery Price List. Prices for lot(s) shall include the applicable portion for deposit to the Cemetery's Care and Maintenance Fund. (See Section 3.2 for payments regarding interment rights).
- 4.4. The monies received for interment rights shall be held by the Treasurer for a period of thirty (30) days as prescribed by the Act.
- 4.5. The Cemetery Operator shall, after the thirtieth (30th) day but before sixty (60) days, transfer the monies received for interment rights into the Cemetery Care and Maintenance Fund and Operating Fund.
- 4.6. The Cemetery Operator shall provide each Interment Rights Holder at the time of sale with:
  - (a) a copy of the Interment Rights Certificate;
  - (b) a copy of the Contract for Purchase of Interment Rights;
  - (c) a copy of the Cemetery By-Law;
  - (d) a copy of the current Cemetery Price List; and
  - (e) a copy of the Consumer Information Guide.
- 4.7. In order for the Contract for Purchase of Interment Rights to be valid, it must be signed and dated by both the Purchaser and the duly authorized representative of the Cemetery Operator.
- 4.8. The Interment Rights Certificate shall specify:



- (a) the name of the Interment Rights Holder,
- (b) the size of the lot
- (c) the location of the lot;
- (d) the date of purchase
- (e) the amount paid for the lot
- (f) the amount to be deposited in the Care and Maintenance Fund
- (g) the amount of tax;
- (h) the amount refundable;
- (i) a statement regarding transfer/resale restrictions of said interment rights; and shall be subject to the provisions of the Funeral, Burial and Cremation Services Act, 2002, and the Ontario Regulations in effect thereunder and to the approved By-Laws of the Cemetery Operator which may be in effect from time to time.

4.9. The purchaser of interment rights shall be provided with a Contract, at the time the Contract is made, which shall indicate:

- (a) the name, address and telephone number of the Operator;
- (b) the Operator's licence number as provided by the Registrar;
- (c) the Contract reference number;
- (d) the date interment rights were purchased;
- (e) the name, address and telephone number of the purchaser;
- (f) the name, address and telephone number of the Interment Rights Holder;
- (g) the location and dimensions of the lot(s) being purchased;
- (h) the number and type of interments/inurnments permitted in each lot/niche;
- (i) the purchase price including an itemized breakdown of cemetery supplies and services charges and all applicable taxes;
- (j) the amount being set aside for the Care and Maintenance Fund;
- (k) the existence of a By-Law that governs the operation of the Cemetery and includes restrictions on interment rights in the Cemetery
- (l) any limitations or restrictions on exercising the interment rights; and
- (m) any limitations with respect to markers, lot decorations and private structures.

- 4.10. A Contract for the provision of licensed supplies or services is not enforceable by the Operator unless,
- (a) the Contract is written, signed by both parties and complies with the regulations;
  - (b) the Contract sets out the purchaser's cancellation rights under the Act;
  - (c) the Contract sets out all the supplies and services to be provided and the price charged for each of them;
  - (d) the Operator delivers a signed copy of the Contract to the purchaser in the prescribed manner; and
  - (e) in the case of a Contract for the purchase of interment rights, the Operator delivers to the purchaser,
    - (i) a copy of the By-Laws of the Cemetery and written notice as to whether the By-Laws of the Cemetery permit the purchaser to resell the interment rights to a third party, and
    - (ii) a description of the location of the lot that is purchased.
- 4.11. The Cemetery Operator shall not reserve lots for future purchase.
- 4.12. A bronze plaque is required to be purchased at the time of purchase of a niche in a Columbarium. (See Section 9 for "Columbarium Regulations").
- 4.13. The Interment Rights Holder shall notify the Cemetery Operator in writing within thirty (30) days of any changes in their mailing address.

## **5. CANCELLATION OR RESALE OF INTERMENT RIGHTS**

- 5.1. Cancellation of Interment Rights within 30 Day Cooling-Off Period: The purchaser of interment rights has the right to cancel an interment rights contract within thirty (30) days of signing the interment rights contract ("30-day cooling-off period") by providing written notice of the cancellation to the Cemetery Operator. The Cemetery Operator will refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation less sums chargeable under the contract or pursuant to the FBCSA in respect of interment services provided within the 30 day period at

- the request and with the consent of the Interment Rights Holder or his or her assign or representative.
- 5.2. Notice of Resale and Transfer of Interment Rights: The Cemetery Operator permits an Interment Rights Holder to sell or transfer their interment rights to a third party, at no more than the current price listed on the Cemetery Price List, as long as the sale or transfer is conducted through the Cemetery Operator and the purchaser meets the qualifications and requirements as outlined in this By-Law.
- 5.3. Resale of Interment Rights after 30 Day Cooling-Off Period: Unless the interment rights have been exercised the purchaser retains the right to re-sell the interment rights. Once payment for the interment rights has been made in full, and an Interment Rights Certificate has been issued, the Interment Rights Holder(s), as recorded on the cemetery records, has right to re-sell the interment rights. Any resale of the interment right shall be in accordance with the requirements of the cemetery by-laws and in keeping with the FBCSA. If any portion of the interment rights in relation to a specific lot have been exercised, the purchaser, or the Interment Rights Holder(s) is not entitled to re-sell the interment rights in relation to that specific lot.
- 5.4. Requirements for Resale of Interment Rights:
- (a) The Interment Rights Holder(s) intending to sell their rights shall provide the following documents to the Cemetery Operator so that the operator can confirm the ownership of the rights and provide the third party purchaser with the required certificate etc.:
    - (1) an Interment Rights Certificate endorsed by the current rights holder;
    - (2) a written statement of the number of lots that have been used in the plot and the number of lots that remain available;
    - (3) any other documentation in the Interment Rights Holder(s) possession relating to the rights.
  - (b) The third party purchaser will be provided with the following documents by the Cemetery Operator:
    - (1) an Interment Rights Certificate endorsed by the current rights holder;

- (2) a copy of the cemetery's current by-laws;
- (3) a copy of the cemetery's current price list;
- (4) a written statement of the number of lots that have been used in a plot and the number of lots that remain available; and
- (5) any other documentation in the Interment Rights Holder(s) possession relating to the rights.

(c) The Cemetery Operator will require:

- (1) the following Resale Endorsements completed and signed:
  - Rights Holder(s) Endorsement of Resale;
  - Acknowledgement of Transferee(s); and
  - Cemetery Operator Acknowledgement and Acceptance of the Resale.
- (2) confirmation that the person selling the interment rights is the person registered on the cemetery records and that they have the right to re-sell the interment rights;
- (3) a statement of any money owing to the Cemetery Operator in respect to the interment rights.

- 5.5. Once the endorsed certificate and all required information has been received by the Cemetery Operator from the rights holder(s), the Cemetery Operator will issue a new Interment Rights Certificate to the third party purchaser.
- 5.6. Upon completion of Section 5.4 and 5.5, the third party purchaser or transferee(s) shall be considered the current Interment Rights Holder(s), and the resale or transfer of the interment rights shall be considered final in accordance with the cemetery by-laws and the FBCSA.
- 5.7. The Cemetery Operator shall charge an administration fee for the resale or transfer of interments rights in accordance with the current Cemetery Price List. The administration fee is due at the time of resale or transfer.
- 5.8. Repurchase of Interment Rights: The Cemetery Operator does not prohibit the resale of an interment rights and may repurchase the interment rights from the Rights Holder(s) if the Cemetery Operator so desires and may

negotiate a purchase price so long as the seller acknowledges being aware of the Cemetery Operators current price list amount for interment rights.

The Cemetery Operator shall not repurchase the interment rights of any lot or plot wherein the rights have been exercised. Also, the Cemetery Operator shall not repurchase the interment rights of any lot or plot wherein a monument/ marker is installed on said lot or plot, unless the Rights Holder removes such monument/marker at their own expense prior to the repurchase.

## **6. TRANSFER OF LOTS**

- 6.1. For the purposes of this section, 'Transfer' means a gift, a bequest or devolution under a will, but not a resale of interment rights. The Cemetery reserves the right to require the production of a notarial copy of the Will or Certificate of Appointment of Estate of Trustee or other evidence sufficient to prove ownership or authority to deal with the interment rights.
- 6.2. To ensure the correctness of records of ownership and interments/inurnments, no transfer of any lot/niche or interest therein shall be binding upon the Cemetery until a Transfer Form and such other particulars as may be necessary for proper identification is completed and given to the Cemetery Manager. Upon receipt of the Transfer Form and other documentation if required, and payment of a fee, the transfer shall be made and a new Interment Rights Certificate issued to the Transferee along with a copy of the Cemetery By-Law and price list.
- 6.3. In the case of a transfer, the Cemetery Caretaker or designate must confirm that all lots transferred are usable prior to an interment taking place.

## **7. INTERMENTS/INURNMENTS**

- 7.1. The Interment Rights Holder(s) must complete an Order for Interment Form prior to a burial taking place. Should the Interment Rights Holder be deceased, the Order for Interment Form shall be completed by the person

- authorized to act on behalf of the Interment Rights Holder, ie. Personal Family Representative, Estate Trustee, Executor, Lawyer or Next of Kin.
- 7.2. When interment rights are held jointly by two or more persons, an Order for Interment Form will be accepted from either or any of them or their authorized representative.
  - 7.3. Verbal orders for interments/inurnments shall be accompanied by a completed Order for Interment Form prior to an interment/inurnment taking place.
  - 7.4. The Cemetery shall not be responsible for any errors on the Order for Interment Form and shall not be responsible for any errors or misunderstandings that may arise on verbal orders.
  - 7.5. An Authorization Form shall be completed for a request for an interment/inurnment in the event that the interment rights for a lot/niche are not recorded under the deceased's name.
  - 7.6. A burial permit issued by the Registrar General or equivalent document showing that the death has been registered with the province must be provided to the Cemetery Supervisor or designate prior to a burial taking place. A Certificate of Cremation must be submitted to the Cemetery Supervisor or designate prior to an interment/inurnment of cremated remains taking place.
  - 7.7. In accordance with the FBCSA the purchaser of interment rights must enter into a cemetery contract, providing such information as may be required by the Cemetery Operator for the completion of the contract and the public register prior to each interment/inurnment.
  - 7.8. Persons requesting an interment/inurnment shall be held responsible for all charges incurred. The interment/inurnment fees include the opening and closing of a lot/niche. Rates may be adjusted from time to time without prior notice by the Cemetery Operator. (See Section 3.2 for payments regarding interments/inurnments).
  - 7.9. Any person(s) who wishes to make arrangements for an interment/inurnment shall give the Cemetery Operator notice of each interment/inurnment at least

- sixteen (16) working hours (2 business days) in advance for summer interments/inurnments (Apr 1 - Nov 30), except under special circumstances. The Cemetery Operator shall be given notice of each interment/inurnment at least twenty-four (24) working hours (3 business days) in advance for winter interments (Dec 1 - Mar 31), except under special circumstances. The Cemetery Operator cannot be responsible for having lots prepared for funerals unless such notice is given by such person(s).
- 7.10. Every effort will be made to complete a burial on the assigned day and time. If due to inclement weather conditions, health and safety concerns, or conditions beyond the Cemetery Operator's control, a burial cannot be made at the scheduled time, the burial shall be completed as soon as possible at a later time.
  - 7.11. No interment/inurnment shall be made on Sunday or Statutory Holidays, except upon receipt of a Doctor's Certificate stating that a burial must be made within twenty-four (24) hours of the death in accordance with the regulation of the Ontario Ministry of Health for control of communicable diseases.
  - 7.12. The opening and closing of graves and niches may only be conducted by Cemetery Caretaker, or those designated to do work on behalf of the Cemetery Operator.
  - 7.13. Cremated remains shall not be permitted to be scattered on a grave.
  - 7.14. Not more than one (1) regular interment shall be permitted in a regular or memorial lot. One regular interment and one cremation interment are permitted in any regular or memorial lot; or up to four cremation interments may be permitted in any regular or memorial lot.
  - 7.15. Remains to be buried in a lot must be enclosed in a casket, sealed securely, and of sufficient strength to permit the burial with the container remaining in tact. The casket must be of a size to permit a burial within the size of the lot. (See Section 7.18 for information regarding vaults).
  - 7.16. Vaults are highly recommended for all regular interments in the cemetery. The Municipality requires vaults for Section 5 and Section 6 of the Cemetery,

- however Sections 1 to 4 are declared “no vault” sections. If vaults are to be used for Sections 1 to 4, the Funeral Directors may be required to keep vault sizes to standard or oversize as the placement of jumbo vaults or any vaults larger than oversize may jeopardize a future burial in an adjacent lot.
- 7.17. Urn vaults with exterior dimensions larger than 18” in length x 18” in width x 18” in height shall not be permitted in the Cemetery.
  - 7.18. An urn may be placed inside a casket to be interred; however, a fee will be required for one (1) regular interment and one (1) cremation interment at the same time as determined by the Cemetery Price List will be required.
  - 7.19. When regular interments are required, the funeral home which is conducting the burial shall be responsible for the supply and operation of lowering devices and artificial grass, whether owned by the funeral home or leased from a supplier by the funeral home.
  - 7.20. The Cemetery Supervisor or designate shall be in attendance at each interment/ inurnment.
  - 7.21. The Cemetery Operator will exercise all due care when making interments and disinterment's, but it is not responsible for damage to any casket, urn or other container sustained during interment or disinterment.

## **8. DISINTERMENTS**

- 8.1. Human remains may be disinterred from a lot provided that the written consent (authorization) of the Interment Rights Holder has been received by the cemetery operator and the prior notification of the medical officer of health. A certificate from the local medical officer of health must be received at the cemetery office before the removal of casketed human remains may take place. A certificate from the local medical officer of health is not required for the removal of cremated remains.
- 8.2. In special circumstances the removal of human remains may also be ordered by certain public officials without the consent of the Interment Rights Holder and/or next of kin(s).



- 8.3. Any person(s) who wishes to make arrangements for a disinterment shall give three (3) days' written notice to the Cemetery Operator so that arrangements can be confirmed with the South-West Public Health Unit.
- 8.4. The human remains of persons who have died from contagious diseases may be removed only with the consent of the local medical officer of health or other public official having authority.
- 8.5. When a disinterment is to take place, the Cemetery Supervisor or designate is responsible to open the grave and the Funeral Director retained for the purpose of the disinterment is responsible to disinter the body.

## **9. COLUMBARIUM REGULATIONS**

- 9.1. No inurnment shall be made without permission from the Interment Rights Holder or a person authorized to act on the Holder's behalf.
- 9.2. No inurnment shall be permitted until all payments due to the Cemetery have been made.
- 9.3. Niches will be opened only by the Cemetery Supervisor or those designated to do work on behalf of the Cemetery Operator and sealed by them after an inurnment is made.
- 9.4. No person other than the Cemetery Supervisor or those designated to do work on behalf of the Cemetery Operations shall remove or alter niche fronts.
- 9.5. Two (2) cremated remains are allowed to be placed in each niche as long as they comply with the dimensions of the niche.
- 9.6. Any urn which cannot be contained within the niche shall not be inurned.
- 9.7. Flowers, wreaths and designs placed against or near any part of the Columbarium will be removed. No glass vases or other breakable items should be placed around the Columbarium. Nothing is to be attached to the face of the Columbarium other than the bronze plaque purchased for each niche.
- 9.8. Any cut flowers/artificial flowers for those inurned in the Columbarium shall be placed in the appropriate plaque.

- 9.9. In the event of damage to the columbarium, a niche or the facing thereof caused by someone other than an Interments Right Holder or a contractor or other individual acting under his or her instructions, the Cemetery shall repair or replace the damaged property with material of like kind and quality, but if the material of like kind and quality is not obtainable, the Cemetery may select other material which is as similar as possible to the material which has been damaged and destroyed and which is capable of performing the same function. The Cemetery shall not be responsible for any delay beyond its reasonable control in obtaining the material and completing the required repairs or replacement.

## **10. MEMORIALS**

- 10.1. No memorial or other structure shall be erected or permitted on a lot until the Care and Maintenance fee has been paid in full.
- 10.2. In cases where the interments right holder has authorized a third party (e.g. a monument supplier) to act on their behalf, a permission form must be received prior to any work being completed. The permission form must include the signature of the interments right holder (or authorized representative – i.e. executor of an estate) as well as size of the memorial to be installed.
- 10.3. The Cemetery Operator reserves the right to determine the maximum size of monuments/markers, their composition, their number and their location on each lot with the following conditions:
- (a) all monuments/markers must be of a size that would not interfere with any future interments.
  - (b) not more than one (1) upright monument and one (1) marker shall be permitted on a single grave where permitted.
  - (c) all monuments and markers shall be constructed of natural stone (i.e. granite) or bronze that is affixed to natural stone.
  - (d) Monument Dimension Guide (Schedule A)

- i. all upright monuments shall be placed in the established monument row of the lot unless otherwise indicated by the Cemetery Operator.
- ii. all tablets must have a base underneath that is of greater width and thickness than the tablet (except in cases of boulders or benches) and a height of no less than four inches (4").
- iii. on a single lot, the width of the monument (inclusive of any base), shall not exceed thirty inches (30") in width. If the monument exceeds thirty eight inches (38") in height, inclusive of any base, then the tablet must be a minimum of eight inches (8") thick.
- iv. on multiple lots (i.e. two, three, etc), the width of the monument (inclusive of base or any sub structure), shall not exceed 2/3rds of the total width of the plot. If the memorial exceeds thirty eight inches (38") in height (inclusive of base) then any tablet must be a minimum of eight inches (8") thick.
- v. All monument tablets shall have a minimum thickness of six inches (6") at the bottom (bed) of the tablet where it meets the top of the base.
- vi. no monument (inclusive of base or any other sub structure) shall exceed forty eight inches (48") in height
- vii. no monument (inclusive of base) shall exceed twenty inches (20") in thickness when located in an established monument row.
- viii. in cases where there is no established monument row (in older sections) the Cemetery Operator will determine if a memorial can safely be installed and will determine the maximum size and placement at that time.

(e) Flat Marker Dimension Guide (Schedule B)

- i. all markers will be installed by the Cemetery Operator at the expense of the Interment Rights Holder or entity authorized to act on the Holder's behalf (e.g. a monument supplier).
- ii. all concrete pertaining to flat markers (i.e. a concrete border around a marker) will be completed by the Cemetery Operator at their discretion

(once all information has been received) and at the expense of the Interment Rights Holder or entity authorized to act on the Holder's behalf.

- iii. at the time a marker is delivered to the cemetery, the Cemetery Operator must be presented in writing (by the Interment Rights Holder or an entity authorized to act on the Holder's behalf) the size of the marker as well as any information pertaining to the location of the installation.
- iv. markers must be delivered during established cemetery business hours and in a location designated by the Cemetery Operator.
- v. a flat marker may be placed in the established monument row of a lot provided there is no upright monument or marker already erected in the established monument row on said lot.
- vi. a secondary flat marker may be placed directly in front of the monument/marker in a lot that contains an existing upright monument or marker in the established monument row.
- vii. if there is no established monument row then the Cemetery Operator will determine the location of the marker placement.
- viii. the minimum thickness (top to bottom) for all flat markers in any section (including footstones) is four inches (4").
- ix. on a single lot, a flat marker shall not exceed thirty inches (30") in width, inclusive of any concrete or granite border.
- x. on multiple lots (i.e. two, three, etc), a flat marker shall not exceed 2/3rds of the total width of the plot, inclusive of any concrete or granite border.
- xi. a flat marker placed in the established monument row of a lot shall not exceed twenty inches (20") in depth (front to back) inclusive of any cement or granite border.
- xii. a flat marker placed outside of the established monument row of a lot shall not exceed sixteen inches (16") in depth (front to back) inclusive of any cement or granite border.
- xiii. only one (1) flat marker is permitted to be installed in the area designated for "Cremation" and "Baby plots" and shall not exceed thirty inches (30") in width and twenty inches (20") in depth (front to back) inclusive of any concrete or granite border.

- xiv. all markers, in any area, are to be flat (flush) on top and set level with the ground so that a lawn mower can pass safely over them.
- 10.4. Boulder memorials will be permitted and must adhere to all monument sizing established with the following additions:
- (a) Only boulders that are made of granite will be allowed.
  - (b) All boulders must have a cut bottom (bed) with a flat surface.
  - (c) All boulders must be thicker (front to back) at the bottom than at the top of the boulder.
  - (d) Boulders sitting on their own (with no base) must have a minimum thickness (front to back) of ten inches (10") at the bottom where it meets the concrete foundation.
- 10.5. Granite Benches will be permitted and must adhere to all monument sizing unless otherwise approved by the Cemetery Operator.
- 10.6. Above grade inurnments will be permitted within memorials but must adhere to all monument sizing established. Urns must be secured in a fashion that will prevent theft or damage and must be approved by the Cemetery Operator.
- 10.7. No monument shall be delivered to the cemetery for installation until the monument foundation has been completed, and the monument/marker retailer has been notified by the Cemetery Operator.
- 10.8. In the event that a monument located on a lot prevents a regular interment from taking place (older sections of the cemetery), only cremated remains will be permitted to be interred on such lot unless the Interment Rights Holder is prepared to remove, at its own expense, such monument/foundation to permit a regular interment to take place.
- 10.9. No cornerstones shall be permitted to be installed on any grave.
- 10.10. No monument, footstone, marker or memorial of any description shall be placed, moved or removed without permission from the Cemetery Operator.
- 10.11. When any monument, gravestone or memorial, of any kind, is to be removed, or any inscription made, the Cemetery Operator shall be notified.

- 10.12. Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered to be normal wear.
- 10.13. The Cemetery Operator will take reasonable precautions to protect the property of Interment Rights Holders, but assumes no liability for the loss of, or damage to, any monument, marker, or other structure, or part thereof.
- 10.14. The Cemetery Operator does not accept any responsibility or liability for a picture, photograph or monument should a picture or photograph become lost, faded, cracked, damaged or need to be removed.
- 10.15. Any monument or marker that is deemed a risk to public safety by the Cemetery Operator will result in actions taken in accordance with the Funeral, Burial and Cremation Services Act and Cemeteries Act so as to make the memorial safe.
- 10.16. The Cemetery Operator reserves the right to remove at its sole discretion any marker, monument, or inscription which is not in keeping with the dignity and decorum of the cemetery as determined by the Cemetery Operator.
- 10.17. Any contractor performing work at the cemetery at the request of any person who damages any lot, upright monument, marker or other structure, or otherwise does any injury in the cemetery, shall be personally responsible for such damage or injury and in addition thereto, his/her employers shall be liable.
- 10.18. All work done by monument/marker dealers should be done during regular office hours of the Cemetery, unless special permission is obtained from the Cemetery Operator.

## **11. FOUNDATION WORK**

- 11.1. A concrete foundation shall be required for all upright monuments.
- 11.2. All foundations for monuments shall be built by, or contracted to be built for, the Cemetery Operator at the expense of the Interment Rights Holder.
- 11.3. Foundation work shall be completed at least two times per year (Spring and Fall). However, in light of efficiencies, the Cemetery Operator reserves the right to cancel foundation work should an insufficient number of foundation

orders be received. Foundations are completed from the May 1 to October 31 of each year.

- 11.4. The foundation shall be built in the designated space and in the exact dimensions of the monument base. If incorrect dimensions have been given on the Foundation Order Form, signed by the Interment Rights Holder or a person authorized to act on the Holder's behalf, and/or the monument supplier, the foundation will be removed and rebuilt or modified by the Cemetery Caretaker or those designated to do work on behalf of the Cemetery Operator at the expense of the Interment Rights Holder or person acting on behalf of the Holder.
- 11.5. Foundations will be a minimum of 1.23 metres (4 feet) deep, and they shall be set at the direction of the Cemetery Manager. Foundations must be cured for a minimum of forty-eight (48) hours before placing the monument.
- 11.6. The charges for the construction of foundations are identified in the Cemetery Price List.

## **12. CARE OF LOTS**

- 12.1. Income from the Care and Maintenance Fund shall be expended to maintain secure and preserve the cemetery grounds. Such expenses may include, but are not limited to expenses arising from:
  - Re-levelling and sodding or seeding of lots
  - Maintenance of cemetery roads, sewers and water systems
  - Maintenance of perimeter walls and fences
  - Maintenance of cemetery landscaping
  - Maintenance of columbarium
  - Repairs and general upkeep of cemetery maintenance buildings and equipment
- 12.2. The Cemetery Operator reserves the right to regulate the articles placed on lots or plots, including those that pose a threat to the safety of all Interment Rights Holders, visitors to the cemetery, Cemetery Contractor or his/her assistant or those designated to do work on behalf of the Cemetery Operator;

- prevents the Cemetery Operator from performing general cemetery operations; or are not in keeping with the respect and dignity of the cemetery. Prohibited articles will be removed and disposed of without notification.
- 12.3. No person shall plant trees, flower beds or shrubs in the cemetery except with the approval of the Cemetery Operator.
- 12.4. All lots and plots shall be maintained and kept properly graded, sodded and mown by the Cemetery Supervisor or designate.
- 12.5. Trees or shrubs (dwarf or ornamental type) are permitted on lots and plots when planted on the monument line under the direction of the Cemetery Supervisor provided that the shrubs/trees, etc. are maintained. The height of such shrubs/trees shall at no time exceed .91 metres (3 feet) above adjacent ground level. If, the planted shrubs/trees are not well maintained (ie. not trimmed, watered, etc.) the Cemetery Supervisor or designate assistant has the authority to remove any such neglected shrubs and trees.
- 12.6. The diameter of such shrubs and/or ornamental trees at their widest point, including foliage shall at no time obstruct adjacent lots.
- 12.7. If any trees or shrubs situated in the boundaries of any lot shall have, become by means of their roots, limbs or branches or in any way, detrimental to the adjacent lots, drains, roads or walks, or prejudicial to the appearance of the ground or inconvenient to the public, the Cemetery Supervisor or designate may remove such trees or shrubs or parts thereof.
- 12.8. No Person other than the Cemetery Supervisor or designate shall cut or remove any sod or in any other way change the surface of the burial lot in the Cemetery. In the event of any such change, the Cemetery Operator may restore the lot to its original grade at the expense of the Holder.
- 12.9. No unauthorized person shall move grave markers in the cemetery.
- 12.10. Borders, fences, railing, cut-stone coping and hedges in or around lots are not permitted, except that borders to protect flowers can only be installed by permission of the Cemetery Manager. The borders around flower beds shall not exceed the width of the monument/marker base located at the head of a grave and must not exceed 50.8 cm (20 inches) distance from the



- monument/marker base. The Cemetery Operator shall not be responsible for such borders installed or for damage to such borders by lawn mowing or trimming equipment.
- 12.11. All moon rays/solar lights and other free standing articles shall be placed in a defined flower bed to allow the Cemetery Supervisor or designate to perform general cemetery operations in an effective and efficient manner. (See Section 1.16 for definition of defined flower bed).
- 12.12. Moon rays/solar lights and other free standing articles shall not be permitted where there is a flat marker and shall be removed by the Cemetery Supervisor or designate.
- 12.13. Flat markers with a vase affixed thereto, shall be permitted in the Cemetery, however, the vase shall only be allowed to be raised one (1) week before and one (1) week after Decoration Day (3rd Sunday in August). The vase must be lowered during the remainder of the year for maintenance purposes.
- 12.14. Nails, wires, glass or breakable pottery/ornamental containers/articles, or any other material that creates a hazard to workers and to visitors when neglected or broken shall not be permitted in the cemetery. The Cemetery Supervisor or designate shall have the authority to remove any neglected containers/articles deemed to be creating a hazard.
- 12.15. Candles, incense and flammable articles shall not be permitted in the cemetery.
- 12.16. The Cemetery Operator shall not be responsible for loss or damage to any articles left upon any lot or plot.
- 12.17. Rubbish shall not be thrown on roads, walks, or any part of the grounds or buildings. Receptacles are provided at convenient locations within the premises for the deposit of weed, decayed flowers, plants, etc.
- 12.18. When necessary, the Cemetery Supervisor or designate shall lay wooden planks on the burial lots and paths to protect the surface from damage of heavy equipment when undertaking required work within the cemetery.

**13. CARE OF LOTS - FLOWERS**

- 13.1. A flower bed should not be created if it is unable to be maintained. All flower beds are required to be maintained. If a flower bed is created and then unable to be maintained, the flower bed will be removed. The Cemetery Supervisor or designate shall have the right to remove a flower bed if it is not being maintained.
- 13.2. Flower beds shall be permitted in front of upright monuments and markers located at the head of lots, but must not exceed 50.8 cm (20 inches) distance from the monument/marker base. Beds are not to exceed the monument/marker width and where there is no monument, flower beds can only be planted by permission of, and under the direction of the Cemetery Supervisor. Planting of borders around lots is prohibited.
- 13.3. Flower beds/plants/shrubs, etc. shall not be permitted behind the monument as the rights to this area may belong to other individuals or the Cemetery Operator. Exceptions may apply to those who hold the rights to consecutive lots only upon written approval by the Cemetery Supervisor.
- 13.4. Flowers, flower beds, or shrubs, etc. shall be prohibited on lots designated for flat markers (memorial lots/urn garden).
- 13.5. Flowers placed on a grave for a funeral shall be removed by the Cemetery Supervisor or designate after a reasonable time to protect the sod and maintain the tidy appearance of the cemetery.
- 13.6. In the event that a flower bed located on a lot impedes a regular interment, the Cemetery Supervisor or designate shall have the right to remove such flower bed. It is the responsibility of the lot owner to replace such flower bed if desired.
- 13.7. Any shrubs or flowers not attended to by June 1st of each year may be cleaned up/removed by the Cemetery Supervisor or designate. All annual flowers must be removed or cleaned up and flower vases must be removed by November 1st of each year.
- 13.8. No glass containers shall be used for flowers.

- 13.9. Seasonal Artificial flowers, artificial wreaths without glass covers, etc. are permitted to be placed on a lot after November 15th of each year. Artificial wreaths must be securely fastened to the monument, or where there is not a monument, mounted on a stand of at least 76.20 cm (30 inches) high securely anchored to the ground.
- 13.10. To preserve the proper appearance of the grounds, artificial wreaths, flower arrangements and potted plants are permitted from May 1st – October 31rd of each year. Natural winter wreathes or toppers are permitted November 1st – March 31rd. The Cemetery Supervisor or designate will remove and dispose of them
- 13.11. The Cemetery Supervisor or designate reserves the right to remove all flowers, potted plants, wreaths and baskets of flowers (natural or artificial) when they become withered or unsightly, or for any other reasons such removals are in the best interest of the cemetery.

#### **14. TREE DEDICATION PROGRAM**

- 14.1. A person wishing to participate in the Tree Dedication Program must complete a 'Tree Planting Dedication Program' Form and pay the required fee in accordance with the Cemetery Price List at the time of purchase.
- 14.2. The Tree Dedication Program includes the planting of one (1) tree and the installation of a natural field stone (engraved), at the discretion of the Cemetery Supervisor.
- 14.3. The tree shall be planted and the marker installed by the Cemetery Supervisor or designate.
- 14.4. The Tree Dedication Program includes the cost to replace a tree, if necessary, at the discretion of the Cemetery Supervisor.
- 14.5. Trees for this program shall only be planted in the spring and fall of every year.

**15. CONTRACTOR PROVISIONS**

- 15.1. This by-law applies to all contractors and all work carried out by contractors within the cemetery grounds.
- 15.2. Any contractor who damages any lot, upright monument, marker or other structure, or otherwise does any injury in the Cemetery, shall be personally responsible for such damage or injury and in addition thereto, his/her employers shall be liable.
- 15.3. Contractors, monument dealers and suppliers shall not enter the cemetery in the evening, weekends or statutory holidays, unless approval has been granted by the Cemetery Operator.
- 15.4. No work will be performed at the cemetery except during the regular business hours of the cemetery, unless approval has been granted by the Cemetery Operator.
- 15.5. Contractors shall temporarily cease all operations if they are working within 100 metres of a funeral until the conclusion of the service. The Cemetery Operator reserves the right to temporarily cease contractor operations at their sole discretion if the noise of the work being performed by the contractor is deemed to be a disturbance to any funeral or public gathering within the cemetery.
- 15.6. Contractors, monument dealers and suppliers shall lay wooden planks on the burial lots and paths over which heavy materials are to be moved in order to protect the surface from damage.
- 15.7. Any contractor who has been requested by an Interment Rights Holder to perform any type of work is required to contact the Cemetery Supervisor for permission to perform such work.
- 15.8. Contractors performing work at the cemetery for or at the request of any person must provide to the Cemetery Supervisor proof of liability insurance and W.S.I.B. coverage and must comply with all applicable workplace safety and environmental legislation.
- 15.9. Where the Cemetery Supervisor has received a request by an Interment Rights Holder to perform miscellaneous/custom work (ie. removal of shrubs,

etc.), this work shall be recorded by the Cemetery Manager or his/her designate and the Rights Holder will be invoiced for the work completed as set out in the Cemetery Price List (i.e. materials supplied and the amount of time spent by the Cemetery Caretaker or designate to conduct the work).

## **16. RULES FOR VISITORS**

- 16.1. All visitors should conduct themselves in a quiet manner that shall not disturb any service being held.
- 16.2. Any person disturbing the quiet and good order of the cemetery by noise or other improper conduct or who violates these rules, shall be expelled from the grounds.
- 16.3. The Cemetery Supervisor and/or designate are empowered to preserve order and decorum in the Cemetery.
- 16.4. No person may damage, destroy, remove or deface any property within the cemetery.
- 16.5. Any person who, in the cemetery, damages or moves any tree, plant, marker, fence, structure or other thing usually erected, planted or placed in a cemetery is liable to the Town and any Interment Rights Holder who, as a result, incurs damage. The amount of damages shall be the amount required to restore the cemetery to the state that it was in before anything was damaged or moved by the person liable.
- 16.6. No parades other than funeral possessions shall be admitted to or be organized within the cemetery.
- 16.7. Children under the age of twelve (12) are welcome on the cemetery grounds when accompanied by an adult, who shall be responsible for their good conduct.
- 16.8. Visitors shall not run or walk over the lots or climb upon the monuments.
- 16.9. Vehicles within the cemetery shall be driven at a moderate rate of speed and shall not leave the roadways.
- 16.10. All-terrain vehicles or snowmobiles shall be prohibited on the cemetery grounds.

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- 16.11. Proprietors of vehicles and other drivers shall be held responsible for any damage done by their vehicles within the cemetery.
- 16.12. Discharging of firearms, other than in regular volleys at burial services shall be prohibited in and around the cemetery.
- 16.13. Only leashed dogs and pets, involved in the interment service or subsequent visitations, will be permitted on the cemetery lands by permission of the Cemetery Supervisor or designate.
- 16.14. All other dogs and pets are not permitted in the cemetery boundaries.
- 16.15. Any complaints by Interment Rights Holders or visitors should be made to the Cemetery Supervisor and not the workers on the grounds and controversies with workers or other on the grounds are to be avoided.
- 16.16. No tips or gratuities are to be given to the cemetery workers by visitors or Interment Rights Holders, nor shall any be accepted by the cemetery workers.
- 16.17. No signs, notices, or advertising of any kind shall be allowed within the cemetery or within the immediate boundaries of the cemetery except those placed by the Cemetery Operator.
- 16.18. No picnic party shall be permitted in the cemetery.

## **17. EFFECTIVE DATE**

- 17.1. In accordance with the Funeral, Burial, and Cremation Services Act, 2002, the provisions of this By-Law shall come into force and take effect the latter of January 1, 2021 and the date of approval of this By-Law by the Registrar of the FBCSA.

By-Law 2021-\_\_\_\_

**18. THAT By-Law 3640 be repealed in its entirety upon approval of this By-Law.**

**READ A FIRST AND SECOND TIME THIS 25th day of JANUARY, 2021.**

**READ A THIRD AND FINAL TIME AND PASSED THIS 25th day of JANUARY, 2021.**

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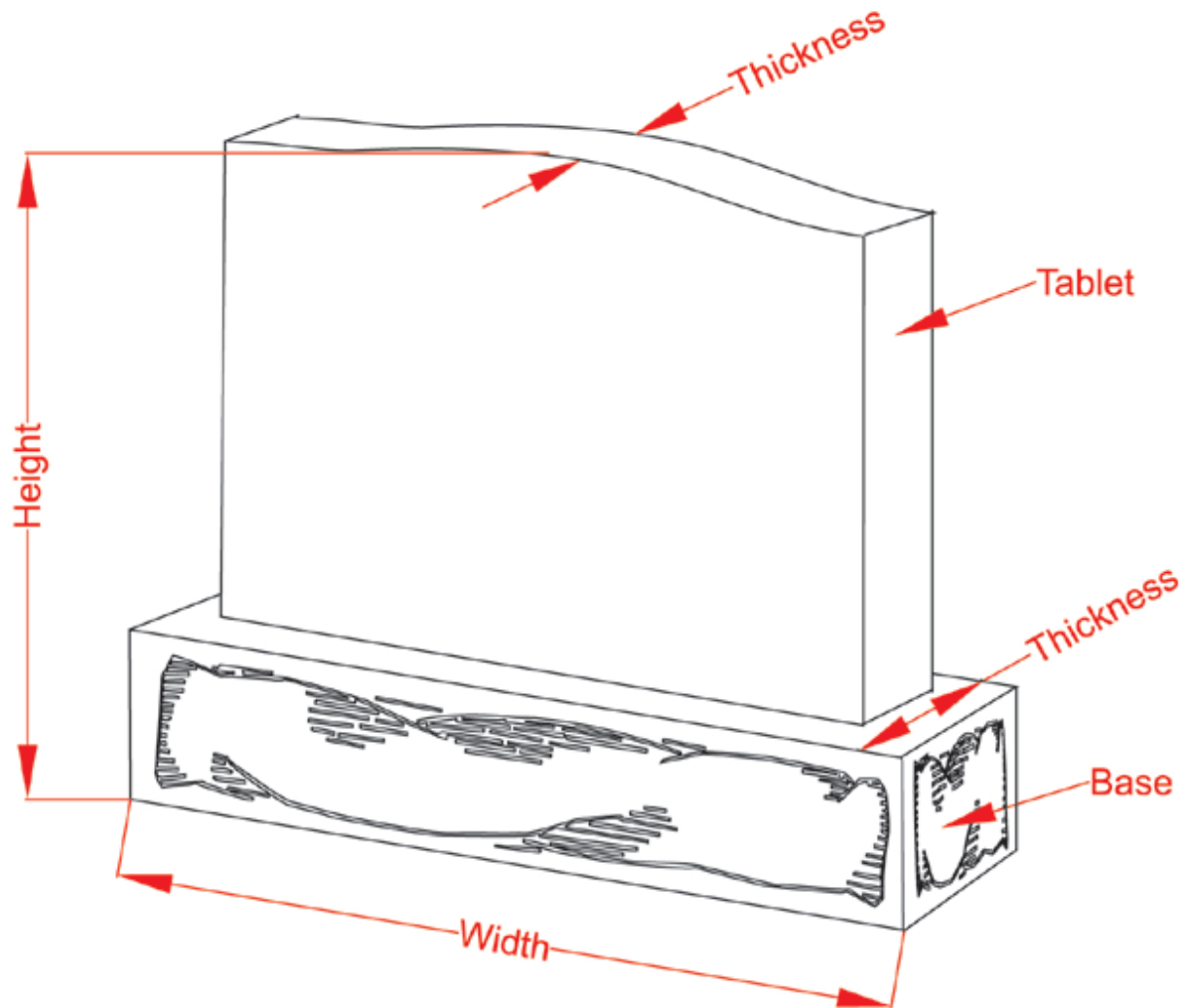
MAYOR – Stephen Molnar

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TOWN CLERK - Michelle Smibert

By-Law 2021-\_\_\_\_

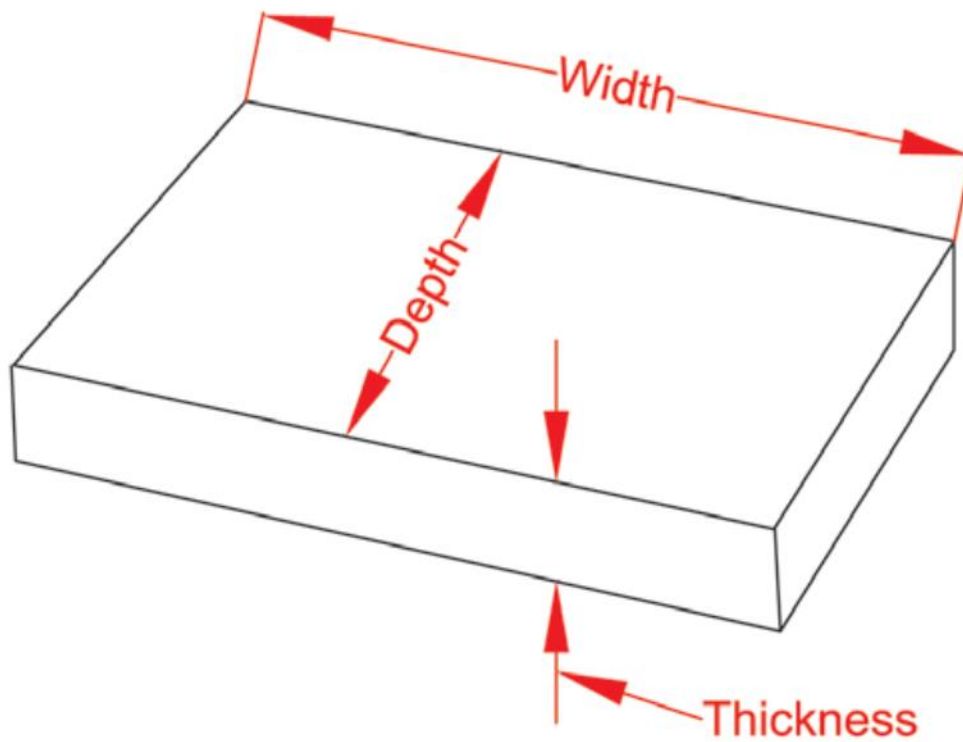
### Schedule A: Monument Dimension Guide





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**Schedule B: Flat Marker Dimension Guide**





**Subject:** John & Liz Lessif – Lake Lisgar Water Quality Legacy Gift Agreement

**Report Number:** RCP 21-03

Author: Christopher Baird, Director of Recreation, Culture & Parks

Meeting Type: Council Meeting

Meeting Date: Monday, January 25, 2021

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## **RECOMMENDATION**

THAT report RCP 21-03 John & Liz Lessif – Lake Lisgar Water Quality Legacy Gift Agreement, be received as information;

AND THAT Council acknowledge the generous gesture put forward by John & Liz Lessif to be utilized for the future care and improvement to Lake Lisgar within the Town of Tillsonburg;

AND THAT Council enact a By-Law to establish “The John & Liz Lessif Lake Lisgar Water Quality Legacy Gift Agreement” as outlined within this report.

## **BACKGROUND**

Mr. John Lessif approached the Director of Recreation, Culture & Parks in the Fall of 2020 with a generous proposal that would support the health and sustainability of Lake Lisgar in the Town of Tillsonburg. To be named the “John & Liz Lessif Lake Lisgar Water Quality Legacy Gift”, their proposal would fund \$5,000 per year over each of the next 10 years for a total of \$50,000. Please refer to Attachment 1 appended to this report.

To implement the process and to provide a framework for the Lessif’s to partner with the Town of Tillsonburg, the Draft Agreement included as Attachment 2 of this report is placed before Council for consideration.

## **DISCUSSION**

Lake Lisgar is a true asset within the center of Town. In November 2017, The Town commissioned a Master plan for Memorial Park and Lake Lisgar. The Plan provided a series of short, medium and long-term goals that would help shape the future of recreation and the sustainability of Lake Lisgar.

RCP 21-03

A subsequent Lake Lisgar Revitalization Committee (LLRC) was struck. The LLRC has provided input and comment throughout the work of the Master Plan process. Some of the recommendations yet to be pursued include:

- Collecting dissolved oxygen data in the deepest part of the lake from before aeration begins until after the aerators are removed.
- Locating all aeration units to the south end of the lake in depths greater than 3m. Aerators should be suspended above the sediments to avoid re-suspension.
- Reviewing the aeration process in the shallow lake waters to determine impacts rooted plant growth and navigability for the rowers.
- Exploring alternatives to keep rowing lanes free of aquatic plants but encourage rooted aquatic plant growth elsewhere in the lake.
- Implementing a sampling program of the storm sewers. Samples should be collected following rain events and efforts to collect flow data at the same time would be helpful.
- Track sources on target outlets by sampling upgradient through the sewer catchment.
- Creating wetland or floating wetland islands at the target outlets to assist in outlet treatment while sources are being tracked.
- While aeration can be effective means of controlling bottom water anoxia and resultant algal blooms, long term solutions should be explored. In particular, a review of the surface draw outlet structure to include a bottom draw component to passively mix the bottom waters is an option.
- Review opportunities, effectiveness and funding approaches for converting some of the Lake Lisgar output to a bottom draw system.

While work on the Lake Lisgar Water Quality Plan is yet to fully commence, current funding of \$29,374 resides in the account although \$13,549 are restricted funds for the care/maintenance of the fountain.

A program will be developed later in 2021 for Council's consideration in the 2022 Budget.

## **CONSULTATION**

This report has been prepared in consultation with staff in the Clerk, Finance and the CAO.

## **FINANCIAL IMPACT/FUNDING SOURCE**

There are no financial impacts associated with the adoption of the proposed Agreement. All funds will be used for the defined purposes as outlined in the *Lake Lisgar Revitalization Trust*.

RCP 21-03

**COMMUNITY STRATEGIC PLAN (CSP) LINKAGE**

1. Excellence in Local Government
  - ☒ Demonstrate strong leadership in Town initiatives
  - ☐ Streamline communication and effectively collaborate within local government
  - ☐ Demonstrate accountability
2. Economic Sustainability
  - ☐ Support new and existing businesses and provide a variety of employment opportunities
  - ☐ Provide diverse retail services in the downtown core
  - ☐ Provide appropriate education and training opportunities in line with Tillsonburg's economy
3. Demographic Balance
  - ☐ Make Tillsonburg an attractive place to live for youth and young professionals
  - ☐ Provide opportunities for families to thrive
  - ☐ Support the aging population and an active senior citizenship
4. Culture and Community
  - ☐ Promote Tillsonburg as a unique and welcoming community
  - ☐ Provide a variety of leisure and cultural opportunities to suit all interests
  - ☒ Improve mobility and promote environmentally sustainable living

**ATTACHMENTS**

Appendix A – Letter from John &amp; Liz Lessif

Appendix B – Proposed Draft By-Law

**ATTACHMENT 1**

December 5, 2020

Mr. Chris Baird,

Director of Recreation, Culture and Recreation  
Town of Tillsonburg  
200 Broadway, Suite 204  
Tillsonburg, On N4G 5A7

Dear Chris,

We would like to thank you for assisting us with formalizing our Legacy Gift to the Town of Tillsonburg Lake Lisgar Revitalization Trust.

Below is an outline naming the Town of Tillsonburg as a beneficiary in our Estate along with our wishes as to the use of the funds.

It is our understanding this Legacy Gift will fall under the existing by-law enacting the Lake Lisgar Revitalization Trust.

We appreciate Council's consideration of our request and thank all involved to bring this forward.

Lake Lisgar is a unique asset for our community and visitors to enjoy year round. Tillsonburg is fortunate to have so many volunteer members of the community join with Town staff, to ensure it is enjoyed by so many well into the future.

Liz and I are delighted to have the opportunity to contribute this way. Please advise if anything further is required.

Sincerely,

John and Liz Lessif

## John & Liz Lessif Lake Lisgar Water Quality Legacy Gift - Agreement

We, (John and Elizabeth) have named The Town of Tillsonburg Lake Lisgar Revitalization Trust as an Estate Beneficiary, on the basis of last to die, in each of our wills. The wills direct the Executor of the Estate to distribute \$50,000.00 (fifty thousand dollars) to the mentioned Trust, based on the following agreement.

We direct all funds received, plus interest to be used to maintain the water quality of Lake Lisgar.

We request the funds be used at a rate of \$5000.00 plus interest yearly for ten years. Funds not spent in one year can be carried over to the following year only.

It is our wishes, acknowledgement of this Gift in any form, the following be used:

*“John and Liz Lessif Legacy Gift”*

It’s also our wish the following member of our family be advised of the yearly amount used for the intended purpose Jeff Lessif - jeff@lessif.com

We reserve the right to revoke or revise these instructions during our lifetime or, under our Wills, shall supersede any other letter of instruction signed during our lifetime.

John and Liz Lessif

## LAKE LISGAR REVITALIZATION TRUST

The Lake Lisgar Revitalization Trust is to be used for generating funds for the care and maintenance of the water quality of Lake Lisgar and the shorelines in and around Lake Lisgar.

### Revenues

The Lake Lisgar Revitalization Trust revenues are from donations, bequests, grants and fundraising activities. If the balance in the Trust is less than the targeted minimum, there may be contributions from the Town’s operating budget. Interest earned on the funds in the Trust will be retained in the Trust.

### Expenditures

Eligible expenditures include projects upstream of the Lake like sediment ponds and erosion mitigation. Eligible expenses also include equipment, project expenses, scientific research, water quality monitoring, grant matching, and activities or projects that inform people about the importance of water quality and how they can assist with keeping Lake Lisgar clean.

**THE CORPORATION OF THE TOWN OF TILLSONBURG****BY-LAW 2021-\_\_\_\_****A BY-LAW to establish The Lake Lisgar Water Quality Trust Fund.**

**WHEREAS** the Council of the Corporation of the Town of Tillsonburg wishes to establish a trust fund to accept donations for the maintaining and protecting the overall health of Lake Lisgar.

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

1. There is hereby established a fund under name of "The Lake Lisgar Water Quality Trust Fund";
2. The objectives of the fund are to receive, maintain, control and use donations for the maintaining and protecting of the overall health of Lake Lisgar pursuant to the provisions of this by-law;
3. The Trustee of the Fund shall be the Council of the Corporation of the Town of Tillsonburg and shall have the power to:
  - a. Accept donations to the Fund including any real or personal property granted, donated, devised, bequeathed or otherwise conveyed to it;
  - b. Authorize payment of sums of money from monies donated or from monies earned from investments of the subject Fund in accordance with the objectives and provisions of this by-law;
  - c. Invest monies of this fund as provided in paragraph (4.) of this by-law.
4. Donations received herein shall be deposited into a special account and may be invested in such securities as a Trustee may invest in under the Trustee Act, and the earnings derived from the investment of such monies form part of the Fund.
5. The Town Treasurer shall be the Treasurer of the Fund herein.
6. The Auditors as appointed from time to time by Town Council shall cause an audit to be made annually of the receipts and disbursements of the Fund herein.
7. Donations made to the Fund shall be receipted by the municipality and subject to Paragraph 110 (1) of The Income Tax Act shall have the same status as gifts registered.

By-Law 2021-\_\_\_\_

8. This by-law shall come into force upon enactment.

**READ A FIRST AND SECOND TIME THIS 25th day of JANUARY, 2021.**

**READ A THIRD AND FINAL TIME AND PASSED THIS 25th day of JANUARY, 2021.**

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MAYOR – Stephen Molnar

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TOWN CLERK - Michelle Smibert





The Corporation of the Town of Tillsonburg  
Economic Development Advisory Committee Meeting

January 12, 2021

7:30 a.m.

Electronic Meeting

## MINUTES

**Present:** Cedric Tomico, Councillor Gilvesy, Jesse Goossens, Lisa Gilvesy, Randy Thornton, Mayor Molnar, Suzanne Renken, Andrew Burns, Lindsay Morgan-Jacko

**Staff:** Kyle Pratt, Chief Administrative Officer; Cephas Panschow, Development Commissioner; Laura Pickersgill, Legislative Services Coordinator

**Regrets:** Collette Takacs, Steve Spanjers, Kirby Heckford, Jeff VanRybroeck

### 1. Call to Order

The meeting was called to order at 7:36 a.m.

### 2. Adoption of Agenda

Resolution #1

Moved by: Deb Gilvesy

Seconded by: Cedric Tomico

THAT the Agenda as prepared for the Economic Development Advisory Committee meeting of January 12, 2021, be adopted.

Carried

### 3. Adoption of Previous Minutes

Resolution #2

Moved by: Suzanne Renken

Seconded by: Cedric Tomico

THAT the Minutes as prepared for the Economic Development Advisory Committee meeting of December 8, 2020, be adopted.

Carried

### 4. Disclosures of Pecuniary Interest and the General Nature Thereof

There were no disclosures of pecuniary interest declared.

### 5. Closed Session

Resolution #3

Moved by: Lisa Gilvesy

Seconded by: Randy Thornton

THAT the Economic Development Committee move into closed session to discuss:

-a proposed or pending acquisition of land by the Town  
Carried

## **6. General Business & Reports**

### **6.1 Monthly Projects Update Report**

Cephas provided an overview of the Monthly Projects Update.

Cephas and Suzanne will connect offline regarding potential inclusion of Systemair in post-secondary education enhancements.

### **6.2 Tillsonburg Hydro Inc.**

No updates

### **6.3 Town Hall Task Force**

Kyle noted that the Committee met last year and the planning worksheet is currently being updated.

### **6.4 Physician Recruitment & Retention Committee**

The next meeting is scheduled for February 4. It was noted that \$35,000 for physician recruitment was passed in the 2021 budget.

### **6.5 Community Strategic Plan**

Boulevard Strategy Group appeared as a delegation to Council last evening to introduce the launch of the strategic plan project. Kyle noted that the next steps include engaging Senior Leadership Team members and Council members through one-on-one interviews. Kyle also noted that there will be opportunities for public engagement upcoming

## **7. Community Organization Updates**

### **7.1 Downtown Business Improvement Association**

#### **7.1.1 BIA Report ED01-01**

There were no questions received regarding this report.

### **7.2 Tillsonburg District Chamber of Commerce**

Suzanne noted that there will be an economic outlook session held on February 24 at 12:00 p.m. The online food bank drive ended up with \$1,460 in donations received. There will be upcoming webinars and mentorship programs in partnership with the other Oxford County Chambers of Commerce and Community Futures Oxford.

### **7.3 Tillsonburg District Real Estate Board**

#### **7.3.1 January 2021 Commercial Listings**

#### **7.3.2 December 2020 Statistics**

Lindsay noted that the year over year average sale price was up by 26% which was well above the national average of sale prices for 2020. It was noted that predictions for 2021 indicate that inventory will remain low and prices will

continue to rise. It was suggested that the buyers are coming from various areas including buyers from the GTA, local and from smaller cities. It was suggested that sellers leaving the area be asked as to why they are selling and relocating. Lindsay to look into getting statistics from Hayhoe Homes. It was encouraged that new residents be identified as a group for engagement in the strategic plan.

Randy Thornton left the meeting at 8:34 a.m.

## **8. Round Table**

Staff will circulate an interesting article from the Cape Breton Post.

The Tillsonburg news office is no longer located in Town since the merge of Norfolk and the Tillsonburg newspaper.

The virtual ROMA conference will be held on January 25-26, 2021. Mayor Molnar will be present representing Oxford County and will be providing emphasis on local initiatives such as the short line rail.

Council approved the 2021 business plan and budget yesterday. There will be a net reduction in the 2021 budget. The water and waste water rates have been reduced for 2021.

## **9. Next Meeting**

February 9, 2021 at 7:30 a.m.

## **10. Adjournment**

Resolution #4

Moved by: Cedric Tomico

Seconded by: Andrew Burns

THAT the January 12, 2021 Economic Development Advisory Committee meeting be adjourned at 8:58 a.m.

Carried

The Corporation of the Town of Tillsonburg

**TILLSONBURG AIRPORT ADVISORY COMMITTEE**



November 19, 2020

5:30 p.m.

Electronic Meeting

# MINUTES

## **ATTENDANCE**

Euclid Benoit, Dan Cameron, Valerie Durston, Deb Gilvesy, Mark Renaud, Jeff Miller, David Brandon, Jeff Dean,

**Staff:** Annette Murray, Dan Locke

## **MEMBERS ABSENT/REGRETS**

None

### **1. Call to Order**

The meeting was called to order at 5:33 p.m. Mark Renaud sat as the Chair for the meeting.

### **2. Adoption of Agenda**

Resolution #1

Moved By: Dan Cameron

Seconded By: Deb Gilvesy

THAT the Agenda as amended for the Tillsonburg Airport Advisory Committee meeting of November 19, 2020 be adopted.

*Carried*

### **3. Disclosures of Pecuniary Interest and the General Nature Thereof**

None Declared

### **4. Adoption of Minutes of Previous Meeting**

Resolution #2

Moved By: Deb Gilvesy

Seconded By: Euclid Benoit

THAT the Minutes of the Tillsonburg Airport Advisory Committee Meeting of September 17, 2020, be approved.

*Carried*

## 5. Delegations and Presentations

**Airport Master Plan -- Explorer Solutions - Christian Perreault** gave an overview of his Company Explorer Solutions, he explained to the Committee the Airport Master Plan project references key scheduling components and noted the TAAC involvement in the project.

## 6. General Business & Reports

**6.1. New Hangar Update** - Dan Locke reported that staff are working with two individuals to have signed agreements in place. Targeting the Council reports for Dec 14 Council meeting. Dan noted that these are the last two full sized lots, only two smaller lots are now available for sale without building the next taxiway G4.

**6.2. Safety Spreadsheet Follow-up** Annette Murray reported that there was no reported or noted safety issue in October. Noted that urgent safety issues be taken care of within 24 hrs or the Town of Tillsonburg correct the issue and bill the Tenant.

**6.3. Website** – Deb Gilvesy reported that town website be updated and have the Town of Tillsonburg Website more users friendly for the airport webpage. Update the pictures, Include pertinent information ORnge movements (Patient Transfer), OPP Users. Dan Locke commented that the Committee in the first Quarter of 2021 do a workshop to determine what should be included in the redesigned website.

**6.4. Building Lots Waiting List** – Deb Gilvesy spoke to the need to create a waiting list of prospected Hangar Applicants and demonstrate the need for future growth. Dan Locke commented in agreement to this direction and that we would create a waiting list and report

### 6.5. Airport Master Plan Process/ TAAC Involvement –

Dan explained that this is the committee's opportunity to provide feedback to the consultant that will help shape the direction of the growth of the Airport.

### 6.6. 2021 Budget Items

List of Capital Projects Business Plan Project submitted for Council consideration for 2021

2021 Budget consideration

- General Access Roadway \$195 000

2021 Business Plan in addition to the budget items

- Redesign of the Airport Website
- Completion of the Airport Master Plan (budget carried forward from 2020)

Chair Renaud asked if SWOX Councillor Durston that the Lighting along Airport Road is poor and could SWOX look into having streetlights installed along Airport Road to improve this.

Councillor Durston indicated she would take that back to SWOX Council/ Staff.

## **7. Correspondence**

None

## **8. Other Business**

Filming Location information was followed up on and the Airport is on a location list mthat film companies have access to. Information about the airport was provided as background.

## **9. Next Meeting**

The next meeting of the Tillsonburg Airport Advisory Committee will be at 5:30 p.m. on Dec 10, 2020.

## **10. Adjournment**

Resolution #3

Moved By: Deb Gilvesy

Seconded By: Euclid Benoit

THAT the Tillsonburg Airport Advisory Committee Meeting of November 19, 2020 be adjourned at 6:59 p.m.

*Carried*



**LONG POINT REGION CONSERVATION AUTHORITY**  
**Board of Directors Meeting of December 2, 2020**  
**Approved January 13, 2021**

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Members in attendance: Dave Beres, Robert Chambers, Michael Columbus, Valerie Donnell, Tom Masschaele, Stewart Patterson, Ian Rabbitts, John Scholten and Peter Ypma

Staff in attendance: Judy Maxwell, Aaron LeDuc, Ben Hodi and Dana McLachlan.

Regrets: Kristal Chopp and Ken Hewitt

**1. Welcome and Call to Order**

The chair called the meeting to order at 6:30 p.m., Wednesday, December 2, 2020.

Norfolk County has appointed Ian Rabbitts to the LPRCA board for the next two years in place of Roger Geysens. The members welcomed Mr. Rabbitts and asked the Chair to forward their “thanks” to Mr. Geysens for his past service to the Board.

**2. Additional Agenda Items**

**A-111/20**

Moved by R. Chambers

Seconded by J. Scholten

*That the Board of Directors adds agenda item 11(b) under the Closed Session for a matter being considered relating to “a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the Authority”.*

**CARRIED**

**3. Declaration of Conflicts of Interest**

None were declared.

**4. Deputations**

There were no deputations.

**5. Minutes of the Previous Meeting**

a) Board of Directors Meeting of November 4, 2020

**A-112/20**

Moved by J. Scholten

Seconded by R. Chambers

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**FULL AUTHORITY COMMITTEE MEMBERS**

Dave Beres, Robert Chambers, Kristal Chopp, Michael Columbus, Valerie Donnell, Ken Hewitt, Tom Masschaele, Stewart Patterson, Ian Rabbitts, John Scholten, Peter Ypma

*That the minutes of the Board of Directors Meeting held November 4, 2020 be adopted as circulated.*

**CARRIED**

b) Board of Directors Budget Meeting of November 12, 2020

**A-113/20**

Moved by T. Masschaele

Seconded by D. Beres

*That the minutes of the Board of Directors Meeting held November 4, 2020 be adopted as circulated.*

**CARRIED**

**6. Business Arising**

There was no business arising.

**7. Review of Committee Minutes**

There were no committee meeting minutes for review.

**8. Correspondence**

There was no correspondence to report.

**9. Development Applications**

**a) Staff Approved applications**

Staff approved 31 applications since the last meeting in November: LPRCA-123/20, LPRCA-162/20, LPRCA-235/20, LPRCA-236/20, LPRCA-237/20, LPRCA-238/20, LPRCA-239/20, LPRCA-240/20, LPRCA-241/20, LPRCA-242/20, LPRCA-243/20, LPRCA-245/20, LPRCA-246/20, LPRCA-247/20, LPRCA-248/20, LPRCA-249/20, LPRCA-250/20, LPRCA-251/20, LPRCA-252/20, LPRCA-253/20, LPRCA-254/20, LPRCA-261/20, LPRCA-262/20, LPRCA-263/20, LPRCA-264/20, LPRCA-265/20, LPRCA-266/20, LPRCA-267/20, LPRCA-268/20, LPRCA-269/20, and LPRCA-271/20.

All of the staff approved applications met the requirements as set out in Section 28 of the *Conservation Authorities Act*.

**A-114/20**

Moved by V. Donnell

Seconded by P Ypma

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**FULL AUTHORITY COMMITTEE MEMBERS**

Dave Beres, Robert Chambers, Kristal Chopp, Michael Columbus, Valerie Donnell, Ken Hewitt, Tom Masschaele, Stewart Patterson, Ian Rabbitts, John Scholten, Peter Ypma



*That the LPRCA Board of Directors receives the Staff Approved Section 28 Regulation Applications report dated November 23, 2020 as information.*

**CARRIED**

**b) New applications**

The Planning Department staff recommended approval for five applications; three new residential structures, one culvert replacement and one stormwater management outlet.

**A-115/20**

Moved by D. Beres

Seconded by T. Masschaele

*THAT the LPRCA Board of Directors approves the following Development Applications contained within the background section of this report:*

- A. For Work under Section 28 Regulations, Development, Interference with Wetlands & Alterations to Shorelines and Watercourses Regulations (R.R.O. 1990 Reg. 178/06),*

*LPRCA-270/20*

*LPRCA-275/20*

*LPRCA-272/20*

*LPRCA-283/20*

*LPRCA-273/20*

- B. That the designated officers of LPRCA be authorized to complete the approval process for this Development Application, as far as it relates to LPRCA's mandate and related Regulations.*

**CARRIED**

**10. New Business**

**a) Proposed Amendments to the Conservation Authorities Act in Bill 229**

The General Manager provided a detailed presentation highlighting the history of the Conservation Authorities Act, the proposed amendments as set out in Bill 229, *Protect, Support and Recover from COVID-19 Act (Budget Measures), 2020*, and an overview of the impact the proposed changes would have on Ontario conservation authorities.

There was no public consultation as there is no requirement for public consultation under Section 33 of the Environmental Bill of Rights if the proposal is part of a budget or economic statement that is presented to the Legislative Assembly.

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**FULL AUTHORITY COMMITTEE MEMBERS**

Dave Beres, Robert Chambers, Kristal Chopp, Michael Columbus, Valerie Donnell,  
Ken Hewitt, Tom Masschaele, Stewart Patterson, Ian Rabbitts, John Scholten, Peter Ypma

**A-116/20**

Moved by R. Chambers  
 Seconded by J. Scholten

*THAT the LPRCA Board of Directors receive the Proposed Amendments to the Conservation Authorities Act in Bill 229 report as information,*

*And*

*THAT the LPRCA Board of Directors request that the Province of Ontario remove Schedule 6 from Bill 229 until a more thorough analysis of the appropriate solutions can take place, the regulations are created and communicated to address the issue identified through the consultation process,*

*And*

*THAT the LPRCA Board of Directors direct the LPRCA Chair to send a letter expressing the concerns with the report attached to The Premier and the Ministers of Finance, Environment Conservation and Parks, Municipal Affairs and Housing and Natural Resources and Forestry,*

*And*

*THAT the LPRCA Board of Directors direct the General Manager to provide a copy of this report and letter to all watershed member municipalities and watershed MPPs.*

**CARRIED**

### **b) Completion of the Lake Erie Flood and Erosion Hazard Mapping Project**

With support from the National Disaster Mitigation Program (NDMP), approximately 70 kms of the Lake Erie shoreline flood, erosion, and dynamic beach mapping was updated. The existing information was originally compiled in 1989.

The project was undertaken in collaboration with Norfolk County. Consultation with the public and stakeholder groups was completed as part of the project.

B. Hodi provided an overview of the project, and reviewed the key deliverables and highlights of the project. Key deliverables included a slope stability analysis, updated flood and erosion hazard information/mapping, and an updated Risk Assessment along the entire Lake Erie shoreline in Norfolk County. This was a technical project with no changes to existing policy. The project's deliverables will support development applications under the Planning Act, Norfolk County's Official Plan and Zoning Bylaw, updating LPRCA regulation mapping, and its Section 28 permit process.

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

Dave Beres, Robert Chambers, Kristal Chopp, Michael Columbus, Valerie Donnell,  
 Ken Hewitt, Tom Masschaele, Stewart Patterson, Ian Rabbitts, John Scholten, Peter Ypma

**A-117/20**

Moved by P. Ypma  
Seconded by I. Rabbitts

*THAT the Norfolk County Lake Erie Hazard Mapping and Risk Assessment completed by W.F. Baird & Associates Coastal Engineers be approved for use in the administration of the Long Point Region Conservation Authority's Section 28 regulation (Ontario Regulation 178/06) and with matters under the Planning Act in the Long Point watershed.*

AND

*THAT amendments to Long Point Region Conservation Authority's Ontario Regulation 178/06 mapping be made to incorporate the revisions to the natural hazards and allowances.*

**CARRIED**

**c) Lake Erie Flood Damage Reduction Project**

Staff has applied for the final round of funding to the National Disaster Mitigation Program (NDMP) to undertake a Lake Erie Flood Damage Reduction Project. This project builds upon the recent Flood and Erosion Hazard Mapping projects and will be a collaborative effort with Haldimand County and Norfolk County staff. The project is a technical study and consists of determining the coastal design parameters that will be used by structural engineers for floodproofing. The goal is to reduce the need and expense for a coastal engineer in most situations, thereby, saving time and money for landowners while reducing flood risk to life and property.

**A-118/20**

Moved by R. Chambers  
Seconded by J. Scholten

*THAT LPRCA Board of Directors supports the Lake Erie Flood Damage Reduction Project application to the National Disaster Mitigation Program for funding*

AND

*THAT LPRCA Board of Directors approves the use of capital levy reserves for 50% or \$20,000 of the project total costs of \$40,000.*

**CARRIED**

**d) Norfolk County Two-Zone Flood Concept Project**

Staff has applied to the National Disaster Mitigation Program (NDMP) to undertake the Port Dover and Simcoe Two-Zone Flood Concept. This project builds upon the recent

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**FULL AUTHORITY COMMITTEE MEMBERS**

Dave Beres, Robert Chambers, Kristal Chopp, Michael Columbus, Valerie Donnell,  
Ken Hewitt, Tom Masschaele, Stewart Patterson, Ian Rabbitts, John Scholten, Peter Ypma

Riverine Floodplain Mapping project and will be a collaborative effort with Norfolk County. The project consists of determining the floodway (the area of greatest depth and velocity of flood waters) and flood fringe areas (the outer portion of the floodplain) within Port Dover and Simcoe. The goal of the project is to determine areas that have the greatest risk to life and property from flooding.

**A-119/20**

Moved by P. Ypma

Seconded by D. Beres

*THAT LPRCA Board of Directors supports the Port Dover and Simcoe Two-Zone Flood application to the National Disaster Mitigation Program for funding,*

*And*

*THAT a letter be sent to Norfolk County Council requesting support for the project and consideration of its share of the matching funds of \$75,000 for 2021-2022.*

**CARRIED**

**e) November 15, 2020 Flood Event Report**

The Manager of Watershed Services reviewed the latest high wind/surge event that occurred November 15<sup>th</sup>. This event created a surge level greater than the event on October 31<sup>st</sup>, and was second only to the December 2, 1985 storm. Flooding and damage was reported within Port Dover, Turkey Point, Long Point, and along the Haldimand County shoreline. LPRCA staff notified the municipal flood coordinators of the possibility of flooding four days prior to the event. A Flood Watch was issued the morning of November 14<sup>th</sup> and a Flood Warning was issued the morning of November 15<sup>th</sup> as flooding was expected in the afternoon. LPRCA staff continued to provide hourly updates until 10:00 PM November 15<sup>th</sup>.

The November 15<sup>th</sup> event produced flood levels that have a 10% probability of occurring in any given year.

**A-120/20**

Moved by P. Ypma

Seconded by S. Patterson

*That the LPRCA Board of Directors receives the November 15, 2020 Lake Erie Flood Event report as information.*

**CARRIED**

**f) Website Redesign**

The current site was designed and launched in 2011 and no longer meets the needs of the organization. The new site will be on the WordPress platform and will be mobile

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**FULL AUTHORITY COMMITTEE MEMBERS**

Dave Beres, Robert Chambers, Kristal Chopp, Michael Columbus, Valerie Donnell,  
Ken Hewitt, Tom Masschaele, Stewart Patterson, Ian Rabbitts, John Scholten, Peter Ypma

friendly, searchable and will meet the requirements of the *Accessibility for Ontarians with Disabilities Act (AODA)*.

**A-121/20**

Moved by J. Scholten

Seconded by R. Chambers

*That the LPRCA Board of Directors receives the Website Redesign report as information.*

**CARRIED**

**g) Accessibility Policy**

The current Accessibility Policy was approved by the Board in December, 2011 and has now been reformatted and updated to include information on a multi-year accessibility plan, training and other requirements as set out in the *Accessibility for Ontarians with Disabilities Act (AODA)*.

**A-122/20**

Moved by V. Donnell

Seconded by S. Patterson

*THAT the LPRCA Board of Directors repeals the Long Point Region Conservation Authority Accessible Customer Service Policy A-192 approved December 7, 2011:*

*And*

*THAT the LPRCA Board of Directors approves the Accessibility Policy as presented.*

**CARRIED**

**h) Multi-year Accessibility Plan**

The 2020-2024 Multi-year Accessibility Plan outlines the actions taken and will continue to take to identify, remove and prevent barriers for everyone.

This is a continuous commitment to improve access to facilities and services to provide equal treatment to people with disabilities with respect to the use and benefit of LPRCA services, facilities and programs.

**A-123/20**

Moved by R. Chambers

Seconded by T. Masschaele

*That the LPRCA Board of Directors approves the LPRCA Multi-Year Accessibility Plan 2020-2024 as presented.*

**CARRIED**

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**FULL AUTHORITY COMMITTEE MEMBERS**

Dave Beres, Robert Chambers, Kristal Chopp, Michael Columbus, Valerie Donnell,  
Ken Hewitt, Tom Masschaele, Stewart Patterson, Ian Rabbitts, John Scholten, Peter Ypma

## i) Privacy Policy

The current LPRCA Privacy Policy was adopted in 2015 and was included with the Personnel Policy. The policy has been reformatted, updated and is now a stand-alone policy that complies with the *Municipal Freedom of Information and Protection Privacy Act*.

Section 4, Website Privacy and Terms of Use has been added to the Privacy Policy. Section 4 explains the Authority's commitment to protecting users' privacy.

### A-124/20

Moved by P. Ypma

Seconded by T. Masschaele

*THAT the LPRCA Board of Directors remove Section 33 from the Long Point Region Conservation Authority Personnel Policy;*

*And*

*THAT the LPRCA Board of Directors approves the Privacy Policy as presented.*

**CARRIED**

## j) General Manager's Report

The GM reported that a lot of time has been spent on Bill 229 and Schedule 6 research.

After the November 12<sup>th</sup> budget meeting, the 2021 LPRCA Draft Budget was circulated to the member municipalities for a 30-day comment period. A presentation was provided to Oxford County during their virtual meeting on November 18<sup>th</sup> and Norwich County has requested a presentation at their December 8<sup>th</sup> council meeting.

### A-125/20

Moved by S. Patterson

Seconded by V. Donnell

*That the LPRCA Board of Directors receives the General Manager's Report for November 2020 as information.*

**CARRIED**

## k) 2021 Committee Appointments

Committees will be appointed at the January 13, 2021 meeting after the Chair and Vice-Chair elections. Member appointments are required for the Land Acquisition, Lee Brown Marsh Management, Audit and Finance, and Backus Museum committees.

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### FULL AUTHORITY COMMITTEE MEMBERS

Dave Beres, Robert Chambers, Kristal Chopp, Michael Columbus, Valerie Donnell, Ken Hewitt, Tom Masschaele, Stewart Patterson, Ian Rabbitts, John Scholten, Peter Ypma

**A-126/20**

Moved by I. Rabbitts  
Seconded by P. Ypma

*That the LPRCA Board of Directors receives the 2021 LPRCA Committee Appointments Report as information.*

**CARRIED****l) 2021 Meeting Schedule**

The monthly board meetings continue to be held the first Wednesday of each month with the following exceptions: the January meeting will be held the second Wednesday of the month and no meeting is scheduled for March or August. The Annual General Meeting will be held March 5<sup>th</sup>, and the 2021 LPRCA Budget meeting is scheduled for November 10, 2021.

**A-127/20**

Moved by D. Beres  
Seconded by P. Ypma

*That the LPRCA Board of Directors approves the proposed 2021 meeting schedule.*

**CARRIED****m) Christmas Season Staff Appreciation**

As in the past, senior staff requested approval to present LPRCA staff with a gift card in appreciation of their work throughout the year and to mark the Christmas season. The expense was incorporated into the 2020 budget.

**A-128/20**

Moved by P. Ypma  
Seconded by S. Patterson

*That the LPRCA Board of Directors authorizes the General Manager to purchase gift cards for staff in appreciation for their efforts.*

**CARRIED****11. Closed Session****A-129/20**

Moved by V. Donnell  
Seconded by D. Beres

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

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**FULL AUTHORITY COMMITTEE MEMBERS**

Dave Beres, Robert Chambers, Kristal Chopp, Michael Columbus, Valerie Donnell,  
Ken Hewitt, Tom Masschaele, Stewart Patterson, Ian Rabbitts, John Scholten, Peter Ypma

- *A position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the Authority.*

**CARRIED**

**A-130/20**

Moved by P. Ypma

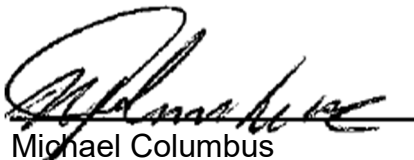
Seconded by I. Rabbitts

*That the LPRCA Board of Directors does now adjourn from the closed session.*


**CARRIED**

**12. Adjournment**

The Chair adjourned the meeting at 9:50 p.m.



Michael Columbus  
Chair



Dana McLachlan  
Administrative Assistant

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**FULL AUTHORITY COMMITTEE MEMBERS**

Dave Beres, Robert Chambers, Kristal Chopp, Michael Columbus, Valerie Donnell,  
Ken Hewitt, Tom Masschaele, Stewart Patterson, Ian Rabbitts, John Scholten, Peter Ypma



# THE CORPORATION OF THE TOWN OF TILLSONBURG

## BY-LAW 2021-\_\_\_\_

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

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

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

1. That Schedule "A" to By-Law Number 3295, as amended, is hereby amended by changing to 'RM-7' the zone symbols of the lands so designated 'RM-7' on Schedule "A" attached hereto.
2. That Section 9.5 to By-Law Number 3295, as amended, is hereby further amended by adding the following subsection at the end thereof:

"9.5.7           **LOCATION: BLOCKS 21-24, PLAN M-155, DAISY COURT & DAFFODIL DRIVE, WEST SIDE OF QUARTER TOWN LINE, NORTH SIDE OF TRILLIUM DRIVE, SOUTH SIDE OF SOUTHRIDGE ROAD, RM-7**  
**(KEY MAP 1)**

9.5.7.1           Notwithstanding any provisions of this By-Law to the contrary, no *person* shall within any RM-7 zone *use any lot, or erect, alter, or use any building or structure* for any purpose except the following:

All uses *permitted* in Table 9.1;  
 An automated teller;  
 A *convenience store*;  
 A *day care centre*;  
 A *dry cleaning depot*;  
 An *eating establishment*, excluding a drive through facility;  
 A *fitness club*;  
 A *personal service establishment*;  
 A postal outlet;  
 A *public library*;  
 A public use, in accordance with the provisions of Section 5.27 of this By-Law;  
 A *studio*.           .

9.5.7.2           Notwithstanding any provisions of this By-Law to the contrary, no *person* shall within any RM-7 Zone *use any lot, or erect, alter, or use any building or structure* for any purpose except in accordance with the following provisions:

9.5.7.2.1       LOT FRONTAGE

## By-Law 2021-

For the purpose of interpreting this By-Law, the lot frontage for lands within the RM-7 zone shall be considered the easterly lot line adjacent to Quarter Town Line.

9.5.7.2.2	FRONT YARD DEPTH	
	Minimum	<b>5.9 m (19.3 ft)</b>
9.5.7.2.3	NUMBER OF DWELLING UNITS	
	Maximum	104
9.5.7.2.4	NUMBER OF DWELLING UNITS PER BUILDING	
	Maximum	<i>12 dwelling units per building</i>
9.5.7.2.5	BUILDING HEIGHT	
	Maximum	<b>12 m (39.4 ft)</b>
9.5.7.2.6	INTERIOR SIDE YARD WIDTH	
	Minimum	<b>3 m (9.8 ft)</b>
9.5.7.2.7	REAR YARD DEPTH	
	Minimum	<b>10 m (32.8 ft)</b>
9.5.7.2.8	INTERIOR SIDE YARD WIDTH	
	Minimum	<b>3 m (9.8 ft)</b>
9.5.7.2.9	For the purpose of interpreting this By-Law, <i>Multiple unit dwellings</i> and <i>street fronting townhouses</i> , and non-residential <i>buildings</i> in the RM-7 zone may front on a private <i>street</i> .	
9.5.7.2.10	Notwithstanding any provisions of this By-Law to the contrary, the provisions of Section 9.2.1 shall not apply to lands zoned RM-7.	
9.5.7.2.11	PARKING REQUIREMENTS	
	In accordance with Section 5.24 of this Zoning By-Law.	
9.5.7.3	PHASED REGISTRATION OF CONDOMINIUMS	

By-Law 2021-

Internal *lot lines* created by phased registration of a plan of condominium shall not be construed to be *lot lines* for the purpose of zoning regulations provided that all such regulations as they apply to the whole of the *lot existing* prior to any condominium plan registration are observed.

9.5.7.4 That all of the provisions of the RM Zone in Section 9.2 of this By-Law, as amended, shall apply and further, that all other provisions of this By-Law, as amended, that are consistent with the provisions herein shall continue to apply *mutatis mutandis*.”

3. This By-Law comes into force in accordance with Sections 34(21) and (30) of the Planning Act, R.S.O. 1990, as amended.

**READ A FIRST AND SECOND TIME THIS 25th day of JANUARY, 2021.**

**READ A THIRD AND FINAL TIME AND PASSED THIS 25th day of JANUARY, 2021.**

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MAYOR – Stephen Molnar

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TOWN CLERK - Michelle Smibert

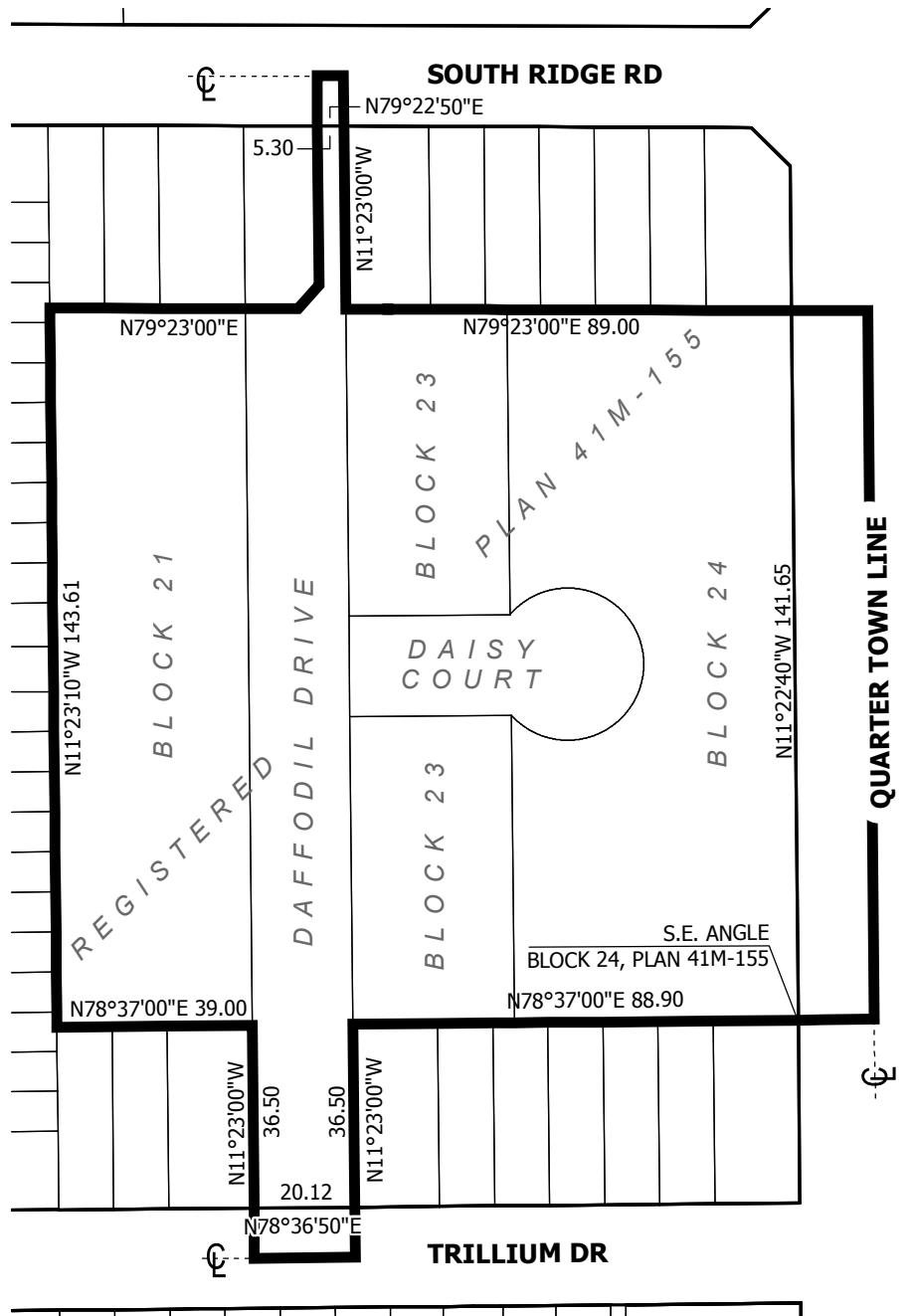
**SCHEDULE "A"**

TO BY-LAW No. 2021-

BLOCKS 21, 22, 23, 24, DAISY COURT AND  
PT OF DAFFODIL DRIVE, REGISTERED PLAN 41M-155  
TOWN OF TILLSONBURG



METRES  
10 5 0 10 20 30



AREA OF ZONE CHANGE TO RM-7

NOTE: ALL DIMENSIONS IN METRES



Produced By The Department of Corporate Services  
Information Services ©2021

THIS IS SCHEDULE "A"

TO BY-LAW No. 2021-, PASSED

THE 25 DAY OF JANUARY, 2021

MAYOR - Stephen Molnar

TOWN CLERK - Michelle Smibert

## THE CORPORATION OF THE TOWN OF TILLSONBURG

### BY-LAW 2021-\_\_\_\_

#### **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 Section 14.5.11 to By-Law Number 3295, as amended, is hereby deleted and replaced with the following:

“14.5.11      **LOCATION: PART LOT 31, PLAN 1653, PART 2, 41R-9189, SOUTHEAST CORNER OF SIMCOE AND GOSHEN STREET,      SC-11      (KEY MAP 32)**

- 14.5.11.1      Notwithstanding any provisions of this By-Law to the contrary, no *person* shall within any SC-11 zone *use any lot, or erect, alter, or use any building or structure* for any purpose except the following:

*All uses permitted in Table 14.1;*

*A printing shop within the existing restaurant/tavern building;*

*A retail store.*

- 14.5.11.2      Notwithstanding any provisions of this By-Law to the contrary, no *person* shall within any SC-11 Zone *use any lot, or erect, alter, or use any building or structure* for any purpose except in accordance with the following provisions:

- 14.5.11.2.1      PRINTING SHOP FLOOR SPACE

Total maximum gross floor area of a printing shop located in an existing restaurant/ tavern building is **106.8 m<sup>2</sup>** (1,150 ft<sup>2</sup>).

- 14.5.11.3      That all of the provisions of the SC Zone in Section 14.2 of this By-Law, as amended, shall apply and further, that all other provisions of this By-Law, as amended, that are consistent with the provisions herein shall continue to apply *mutatis mutandis*.”

By-Law 2021-\_\_\_\_

3. This By-Law comes into force in accordance with Sections 34(21) and (30) of the Planning Act, R.S.O. 1990, as amended.

**READ A FIRST AND SECOND TIME THIS 25th day of JANUARY, 2021.**

**READ A THIRD AND FINAL TIME AND PASSED THIS 25th day of JANUARY, 2021.**

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MAYOR – Stephen Molnar

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TOWN CLERK - Michelle Smibert

**THE CORPORATION OF THE TOWN OF TILLSONBURG**

**BY-LAW 2021-\_\_\_\_**

**A BY-LAW to authorize an agreement with the Tillsonburg Fire Fighters Association.**

**WHEREAS** the Town of Tillsonburg is desirous of entering into an agreement with the Tillsonburg Fire Fighters Association.

**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 this By-law shall come into full force and effect upon passing.

**READ A FIRST AND SECOND TIME THIS 25th day of JANUARY, 2021.**

**READ A THIRD AND FINAL TIME AND PASSED THIS 25th day of JANUARY, 2021.**

---

MAYOR – Stephen Molnar

---

TOWN CLERK – Michelle Smibert

**Association Agreement,**  
**made pursuant to the terms of the *Fire Protection and Prevention Act, 1997***

**Between:**  
**The Corporation of the Town of Tillsonburg,**  
**(the “Corporation”)**

**AND**

**Tillsonburg Fire Fighters Association**  
**(the “Association”)**

**Effective: January 1, 2020 to December 31, 2022**

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**ARTICLE 1 GENERAL PURPOSE**

- 1.01 The Corporation recognizes the Association as the sole bargaining agent for all suppression firefighters as defined by subsection 1(1) of the Fire Protection and Prevention Act, 1997 (FPPA) and the Establishing and Regulating By-Law, enacted by the Town of Tillsonburg.



**ARTICLE 2 WAGES**

- 2.01 The Corporation shall pay the Members of the Association in accordance with Appendix "A" to this Agreement, attached hereto and forming part of this Agreement.
- 2.02 The Corporation shall pay Members of the Negotiating Committee their regular hourly rate of pay per hour as defined in Appendix "A" for meetings directly with the Corporation's negotiating team. It is understood that all preparation time associated with negotiations prior to and in between meetings with the Corporation will be at no cost to the Corporation. Timesheets will be submitted immediately post meeting to the Fire Chief.
- 2.03 The Corporation shall make an annual Association payment by January 31 in accordance with Appendix "A" to this agreement. The Association payment amount shall be paid based on the number of Firefighters as set by the Establishing and Regulating By-Law in effect at December 31<sup>st</sup> the previous year.

**ARTICLE 3 BENEFITS**

- 3.01 The Corporation agrees that actively employed members of the Association, for which no coverage is available at their regular place of employment, be permitted to enroll in the Corporation's medical and/or dental insurance policy, on the clear understanding that the cost for such benefits be deducted from the Member's salary and is not to be paid for nor contributed towards by the Corporation.
- 3.02 The Corporation agrees to provide group life insurance in the amount of \$35,000 and AD&D coverage in the amount of \$75,000 to each member. The cost of such insurance shall be paid by the Corporation. The Corporation shall provide a copy of the insurance policy annually to the Association including clear instructions on how to file a claim for this insurance.
- 3.03 The Corporation agrees to provide 24/7 accident insurance coverage as developed by Volunteer Firefighter's Insurance Services, Inc. to each Member. The cost of such insurance shall be paid by the Corporation. The Corporation shall provide a copy of the insurance policy annually to the Association including clear instructions on how to file a claim for this insurance.
- 3.04 Gym Membership - The Corporation shall provide members a membership at the Tillsonburg Community Centre at no charge, and the member may choose to upgrade the membership to a family membership which shall be a taxable benefit and deducted from their pay as such.

**ARTICLE 4 UNIFORM**

- 4.01 Each member is eligible upon hire and shall be reimbursed up to \$180.00 for safety boots and subsequently every two years, or as deemed acceptable by the Fire Chief or his / her designate. Firefighters will purchase boots that are CSA approved and black in colour. Boots must be approved by the Fire Chief or his / her designate.
- 4.02 The Corporation agrees to provide each Firefighter with station wear upon their appointment as a Probationary Firefighter. The style of station wear shall be agreed upon by the Fire Chief or his / her designate and shall include the following:
- a. Two (2) collared shirts with approved shoulder flashes and epaulets
  - b. Two (2) pair of duty pants
  - c. One (1) tie
  - d. One (1) tie clip
  - e. One (1) Tillsonburg Fire Department badge for duty shirt
  - f. One (1) Tillsonburg Fire Department name tag for duty shirt
  - g. One (1) Black belt for pants
- 4.03 The Corporation agrees to provide each Firefighter with Class "A" Dress Uniform upon their appointment as a 2<sup>nd</sup> Class Firefighter. The style of Class "A" Dress Uniform shall be agreed upon by the Fire Chief or his / her designate and shall include the following:
- h. One (1) dress tunic
  - i. One (1) dress pant
  - j. One (1) dress shirt (Blue) with approved shoulder flashes and epaulets
  - k. One (1) dress belt
  - l. One (1) tie with tie clip
  - m. One (1) cap with badge
  - n. One (1) Tillsonburg Fire Department badge for dress tunic
  - o. One (1) Tillsonburg Fire Department name tag for dress tunic
  - p. One (1) pair of dress shoes
  - q. Years of Service marks, rank identifiers and service medals to be awarded as required
- 4.04 In addition to the above items, officers shall be issued the following:
- a. One (1) long sleeve dress shirt (White) with shoulder flashes and epaulets
  - b. One (1) short sleeve dress shirt (White) with shoulder flashes and epaulets.
  - c. One (1) pair of collar insignia for dress tunic and shirts
  - d. One (1) light weight jacket with approved shoulder flashes and epaulets

- 4.05 Station Wear and Class "A" Uniforms shall be replaced as required due to normal fire department wear and tear.

#### **ARTICLE 5 MEDICAL COSTS**

- 5.01 The Corporation shall cover costs for medicals associated with Members maintaining their DZ driver's license as per normal Ministry of Transportation requirements.
- 5.02 The Corporation shall cover costs associated with work related risk immunizations required for the health and safety of the Members that are not covered by OHIP.

#### **ARTICLE 6 PROMOTIONS**

- 6.01 The Corporation and the Association agree to promotional requirements in accordance with Appendix "B" to this Agreement, attached hereto and forming part of this Agreement.

#### **ARTICLE 7 GRIEVANCE PROCEDURE**

- 7.01 A grievance is a complaint, dispute or controversy in which it is claimed that either party has failed in an obligation under this Agreement and which involves the interpretation, application, administration or alleged violation of the provisions of this Agreement.
- 7.02 The Corporation and the Association agree to the following grievance procedure to resolve concerns relating to this Agreement or any Corporation policy, procedure or guideline.
- 7.03 The Association shall appoint a Grievance Committee of three (3) members in accordance with its constitution and by-laws for the purpose of attempting to settle any grievances, which may arise, in accordance with the following procedure. The Association shall notify the Employer of the names of the employees serving as members of, and any changes in the Grievance Committee.
- 7.04 No grievance shall be considered where the circumstances giving rise to it occurred or originated more than five (5) days before the submission of the grievance.
- 7.05 The word "day" shall mean calendar day, excluding Saturdays, Sundays and statutory holidays, for the purpose of this Article. The following procedure shall

be utilized when a grievance is initiated by an employee, a group of employees, or the Association.

- 7.06 Should the Corporation fail to comply with the identified time limits, the Association may appeal immediately to the next step. Should the Association fail to comply with the time limits herein, the grievance shall be considered abandoned. Time limits may be extended by mutual consent.
- 7.07 Both parties agree that all grievances should be dealt with promptly and every effort should be made to settle grievances as close to the source as possible. Before resorting to the Formal Grievance Procedure below, the complaint, which may lead to a formal grievance, should be discussed with the immediate supervisor, in an effort to resolve the complaint.
- 7.08 In the event that an employee covered under this Agreement believes he/she has a grievance, the employee shall, as quickly as possible, bring the matter to the Grievance Committee. The Grievance Committee shall give due consideration to any matter brought to it by a member, and if they are satisfied that there is just cause for a grievance it shall be reduced to writing, setting out the nature of the grievance and the remedy sought. The grievance shall then be taken forward as follows:

**Step 1:** Within five (5) days after the matter giving rise to the grievance first arose, the grievance shall be filed with the Fire Chief or Deputy Chief, and a meeting shall be scheduled as quickly as possible, to try to resolve the matter. The Fire Chief or Deputy Chief shall render his/her decision in writing within five (5) days from the date of the meeting.

**Step 2:** Failing satisfactory settlement within five (5) days after receiving the written decision under Step 1, the Grievance Committee, shall present the grievance, in writing, to the Manager of Human Resources, and a meeting shall be scheduled as quickly as possible, with the Manager of Human Resources, or their designated representatives, to try to resolve the matter. A decision shall be given in writing within fourteen (14) days after the grievance was first presented to the Manager of Human Resources.

**Step 3:** Failing satisfactory settlement within five (5) days after receiving the written decision under Step 1, the Grievance Committee, shall present the grievance, in writing, to the CAO of the Corporation, and a meeting shall be scheduled as quickly as possible, with the CAO or their designated representatives, to try to resolve the matter. A decision shall be given in writing within fourteen (14) days after the grievance was first presented to the CAO.

**Step 4:** Failing settlement through the procedures set out in Steps 1 and 2 above, the Fire Chief, the CAO (or designate), shall apprise Council of the Grievance.

Upon agreement of both parties the matter in dispute shall be submitted to a Mediation process.

**Step 5:** Failing settlement through the procedures set out in Steps 1, 2 and 3 above, the matter in dispute shall be submitted to a Board of Arbitration appointed in the manner set out in the Fire Protection and Prevention Act, 1997 and all relevant amendments thereto.

## **ARTICLE 8 LEAVE OF ABSENCE**

- 8.01 If a member requests a leave of absence for any reason, the leave, if approved by the Fire Chief or his/her designate, will be for a maximum duration of twelve (12) months. At the end of twelve (12) months the firefighter must return or they will have been considered to have resigned unless the Fire Chief or his / her designate grants an extension. Leave of absence will not be granted during probation.
- 8.02 If a member requests a leave that falls within the Employment Standards Act (ESA), they would be granted said leave for the time allowed under the Act. From the time the leave is granted the firefighter's honorarium will continue to be paid for a period of three (3) months. At the end of the – three (3) months the honorarium would cease. If the leave is medical in nature, a physician statement will be required indicating the firefighter is fit to return to duty. If there are restrictions in place, the employer will review and determine if an accommodation can be made.

## **ARTICLE 9 VACATION**

- 9.01 Vacation Time – Members shall be entitled to vacation time as set out in Table 9.01 and their honorarium shall continue to be paid while they are on vacation according to Appendix A.

<b>Table 9.01</b>	
Eligible Years of Service – Calculated by a total of years that the member has worked for the Tillsonburg Fire and Rescue Services	Vacation Time
12 months complete	Two weeks
4 years complete	Three weeks

10 years complete	Four weeks
18 years complete	Five weeks
25 years complete	Six weeks

9.02 All wages paid are inclusive of statutory vacation pay in accordance with the Employment Standards Act.

## **ARTICLE 10 PROGRESSIVE DISCIPLINE**

10.01 Progressive Discipline – To the extent appropriate in the circumstances, the Corporation will follow a progressive discipline policy, with disciplinary consequences advancing in severity with each incident deserving of discipline. Any violation of a rule or policy contained in this Policy will be considered to be an incident deserving of discipline, notwithstanding that the rule or policy breached may not specifically describe discipline as a consequence.

10.02 In certain circumstances, having regard to the severity of the incident, affect the employee's performance, workplace habit or other workplace conduct, the Corporation may advance past a step or steps in the scale of progression, including directly to termination for cause. In cases of the least serious nature, the Corporation may repeat a step in the scale of progression.

10.03 The Corporation is not required to follow this policy for employees within their probationary period.

10.04 The Disciplinary Scale of Progression is as follows:

- i. Counseling
- ii. Verbal Warning
- iii. Written Warning
- iv. Suspension
- v. Termination

10.05 The procedure is as follows:

1. Verbal Warning: This warning will be issued on the first unsatisfactory performance and/or misconduct. A disciplinary memo will be completed and added to the employee's personnel file.
2. Written Warning: This warning serves to firmly call the employee's attention to continued unsatisfactory performance and/or misconduct. A disciplinary form will be completed and added to the employee's personnel file. The report will include the cause for warning, the employee's explanation, the recommended corrective action, and a statement concerning the nature of the anticipated disciplinary actions.

3. Final Warning/Suspension (without pay): The final warning serves to put the employee on notice that his or her unsatisfactory performance and/or misconduct is not acceptable and that failure to immediately correct the problem may be cause for more serious disciplinary action, including termination of employment for cause. A disciplinary letter explaining the serious nature of the incident, the duration of the unpaid suspension and the corrective action necessary for improvement accompanies the final warning. A copy of the final warning letter will be added to the employee's personnel file.
4. Termination/Dismissal: Reflects the employee's continued failure to correct unsatisfactory performance and/or misconduct.

#### **ARTICLE 11 LABOUR MANAGEMENT**

11.01 Labour Management Committee – The Association and the Corporation shall appoint a committee and establish a terms of reference to meet on a regular basis. The Association shall elect three representatives to sit on this committee and the Corporation shall appoint three representatives to be on the committee for management.

**[SIGNING PAGE FOLLOWS]**

**Tillsonburg Fire Fighters Association**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
Name: DEAN TOWNSEND

Title: VICE PRESIDENT

\_\_\_\_\_  
Name: TERRY HILDEBRANDT

Title: ASSOCIATION REPRESENTATIVE

**The Corporation of the Town of Tillsonburg**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
Name: STEPHEN MOLNAR

Title: MAYOR

\_\_\_\_\_  
Name: KYLE PRATT

Title: CHIEF ADMINISTRATIVE OFFICER



**APPENDIX A**

1. The Tillsonburg Fire and Rescue Services shall maintain a force that consists of the following\*:

- 30 Part-Time Members in the following ranks:
  - 2 Platoon Chiefs
  - 4 Suppression Captain
  - 1 Special Operations / Training Captain
  - 4 Suppression Lieutenants
  - 1 Fire Prevention Officer/Firefighter\*\*
  - 1 Public Educator/Firefighter
  - 17 Firefighters
    - 1<sup>st</sup> Class Firefighter
    - 2<sup>nd</sup> Class Firefighter
    - Probationary Firefighter

\*Management reserves the right to review positions as they become vacant.

\*\*Should a full time Fire Prevention Officer be hired, this position will be eliminated and an additional Firefighter will be appointed to maintain a force of 30 Firefighters.

2. Wages are based on that of a 1<sup>st</sup> Class Firefighter for all other ranks:

<b>Table A1</b>					
<b>Rank</b>	<b>2020</b>				
	<b>Honorarium</b>	<b>1<sup>st</sup> Class</b>	<b>Hourly Wage</b>	<b>Association Payment</b>	<b>Per-Diem</b>
Platoon Chief	\$ 9,468.56	110	\$37.12	\$294.20	\$135.00
Suppression Captain	\$8,233.51	105	\$35.43		
Special Ops/Training Capt.	\$8,233.51	105	\$35.43		
Firefighter / Pub Ed	\$8,233.51	105	\$35.43		
Firefighter/FPO	\$8,233.51	105	\$35.43		
Suppression Lieutenant	\$8,233.51	103	\$34.75		
1 <sup>st</sup> Class Firefighter	\$7,030.89	100	\$33.74		
2 <sup>nd</sup> Class Firefighter	\$6,759.72	85	\$28.68		
Probationary Firefighter	\$5,580.70	70	\$23.62		

3. The Corporation and the Association agree that the term of this Agreement shall be three (3) years and the remuneration outlined in Table A1 shall increase as per the cost of living awarded to Non-Union Town of Tillsonburg employees.

Association Agreement between the Corporation of the Town of Tillsonburg *and*  
 Tillsonburg Fire Fighters Association  
 Effective to December 31, 2022

4. Honorarium is defined as monies paid for the following:
  - i. to be on call as part of the platoon system that currently exists
  - ii. to respond to emergency calls
  - iii. to return equipment, apparatus and station to service after an emergency call
5. Hourly wages are paid for the following:
  - i. Training scheduled by the fire department
  - ii. Fire prevention activities approved by management
  - iii. Completing inspection reports
  - iv. Completing fire incident reports
  - v. Instructor preparation time approved by management
  - vi. Committee meetings approved by management
6. Mileage shall be paid in accordance with the Corporation rate and the Vehicle Rental Procedure, or own vehicle upon approval by the Chief.
7. Daily meal per-diems shall be paid to employees who are at training or conferences that are approved by the Fire Chief or his / her designate at the rate of:
  - i. Breakfast - \$20.00 / day
  - ii. Lunch - \$25.00 / day
  - iii. Supper - \$50.00 / day
8. Daily meal per-diems shall not be paid for meals that are provided at the training or conference.
9. Off-Site Training Costs
  - i. The cost of the off-site course for all approved firefighter related training shall be paid for by the Corporation.
  - ii. When the course is mandatory for the position currently held by the firefighter, the Corporation will also pay the hourly rate for the firefighter's time spent in the course, as well as associated travel costs.
  - iii. When the course is not mandatory for the position currently held by the firefighter, the Corporation will not pay for the firefighter's time spent in the course or associated travel costs.

10. The Corporation agrees to provide a Truck Check Attendance Fund beginning in 2020, in the amount of \$5000. This amount is to be distributed equally among all Firefighters who have completed a minimum of six (6) truck checks between January 1 and November 30 each year. Payment will be made on the first regular pay in December.

## APPENDIX B

Rank	Required Certifications for Rank	Recommended Years of Service
Platoon Chief	NFPA 1021 Level II, NFPA 1041 Level II	10
Suppression Captain	NFPA 1521 ISO	6
Special Ops / Training Capt.	NFPA 1041 Level II, NFPA 1021 Level I and Technical RSQ Certifications	6
Suppression Lieutenant	NFPA 1041 Level I and NFPA 1021 Level I	5
FF / Public Educator	1st Class FF Plus Qualifications Determined by Fire Chief	3
FF/FPO	1st Class FF Plus Qualifications Determined by Fire Chief	3
1 <sup>st</sup> Class Firefighter	NFPA 1002 Driver Operator / DZ License	3
2 <sup>nd</sup> Class Firefighter	NFPA 1001 Level I and II / NFPA 1072 Operations	1
Probationary Firefighter	First Aid / CPR - Departmental Hire Process	0

**THE CORPORATION OF THE TOWN OF TILLSONBURG**  
**BY-LAW 2021-\_\_\_\_**

**A BY-LAW to provide for the licensing, regulation, and control of animals within the Town of Tillsonburg.**

**WHEREAS** sections 9 to 11 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended (hereinafter referred to as "Municipal Act"), confer the power to pass by-laws regulating or prohibiting animals to a lower-tier municipality;

**AND WHEREAS** section 103 of the Municipal Act confers the power upon a municipality to pass a by-law to provide for the seizure and impounding of animals being at large or trespassing and the sale of impounded animals under certain conditions;

**AND WHEREAS** section 105 of the Municipal Act requires Council or a Committee of Council of the municipality to hold a hearing on whether to exempt an owner in whole or in part from muzzling requirements of a dog, when so requested by the dog owner;

**AND WHEREAS** section 391 of the Municipal Act enables a municipality to pass by-laws imposing fees or charges on any class of persons for services or activities provided or done by or on behalf of it;

**AND WHEREAS** the Dog Owner's Liability Act, 1990, as amended, including amendments made by the Public Safety Related to Dogs Statute Law Amendment Act, 2005, provides for the control of dogs.

**AND WHEREAS** Council deems it expedient to ensure that animals are kept and treated in a humane manner and that the owners of animals provide good quality care to them;

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

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## PART 1: DEFINITIONS

### 1. Definitions:

**“Altered”** means spayed or neutered;

**“Animal”** means any member of the animal kingdom, other than human, as defined in the Municipal Act;

**“Animal Control Committee”** means a committee that is responsible for considering appeals in accordance with the procedures established under the provisions of the Statutory Powers Procedure Act. The Committee considers appeals to Muzzle Orders (muzzle/leash an animal) issued by Animal Control Officers.

The Committee is authorized by the Statutory Powers Procedure Act to do the following:

- Hear appeals filed by appellants;
- Execute all of the powers of an Animal Control Officer; and,
- Confirm, modify, or rescind Muzzle Orders, or extend the time for complying with a Muzzle Order.

**“Animal Control Officer”** means any person designated or contracted as an Animal Control Officer by the Town and shall include a Police Officer and the Municipal By-law Enforcement Officer for the purpose of this bylaw.

**“Animal Enclosure”** means an enclosed place for the keeping of animals, but the yard of a property where fencing has been erected on or along the property lines for the purposes of enclosing, in whole or in part, the yard itself, shall not be deemed to be an animal enclosure;

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**“At large”** or **“trespass”** means an animal being at any place other than the premises of the owner of the animal and not under the control of the owner or a person acting on behalf of the owner, and in the case of dogs including not being put on a leash, except where the owner of the property, other than the animal owner’s property, permits the animal to be on his or her property;

**“Breeding”** mean the production of offspring;

**“Cat”** means a domesticated feline animal, male or female, spayed or neutered or natural, and harboured or kept by any person;

**“Competent person”** means a person having the strength and capacity to securely control an animal so as to not permit or allow unwanted contact with another person or animal;

**“Corporation”** means The Town of Tillsonburg

**“Council”** means the Council of The Corporation of the Town of Tillsonburg.

**“Dangerous dog”** means a dog that in the absence of any mitigating factor has bitten or attacked a person or domestic animal, or has behaved in a manner that poses a menace to the safety of persons or other domestic animals. Dangerous dog also means a dog, previously designated as a potentially dangerous dog, that is kept or permitted to be kept by its owner in violation of the requirements for such dog;

**“Disturbs”** means any persistent sound made by an animal or bird which disturbs the peace, quiet, comfort or repose of any individual in any dwelling house, apartment house, hotel or any other type of residence is prohibited.

**“Dog”** means a domesticated canine animal, male or female, spayed or neutered or natural, harboured or kept by any person;

**“Domestic animal”** means an animal kept by or living with human beings;

**“Dwelling unit”** means one (1) or more habitable rooms occupied or capable of being occupied by a person or a family as an independent and separate housekeeping establishment in which separate kitchen and sanitary facilities are provided for the use of such person or family, with a private entrance from outside the building or from a common hallway or stairway inside the building in which the dwelling unit is located;

**“Extreme Weather”** means a cold warning, heat warning, or other weather warning or alert issued by Environment Canada for weather in the Town of Tillsonburg including

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but not limited to extreme cold or hot weather, snow storms, freezing rains, heavy rainfall, hurricane winds;

**“Feed” or “Feeding”** means the deliberate act of furnishing, or making food or other substances available which is likely to be consumed by wild animals, strays, feral or abandoned animals;

**“Guard Dog”** means a dog used for security purposes on land legally used for “industrial or commercial purposes;

**“Guide Dog”** as defined in the Blind Persons’ Rights Act means a dog where a certificate is produced from a recognized training establishment stating the dog is being used as an assistance dog.

**“Identification microchip”** means a transponder implanted into an animal by a veterinarian and registered with a pet identification entity;

**“Impounded”** shall mean seized, delivered, received or taken into the pound or any authorized vehicle operated by an Officer pursuant to the provisions of this by-law;

**“Keep”** means to have temporary or permanent control or possession of an animal;

**“Kennel”** means any building, pen or other structure, but not including a building used for human habitation, in which dogs and or cats not belonging to the owner of the property, in return for payment of a fee, are kept for breeding or boarding;

**“Leash”** means a rope, chain or other restraining device not exceeding 2 meters (6 feet, 6 inches) in length, except for pit bull dogs the leash for which shall not exceed 1.8 meters (5.9 feet) in length;

**“License Issuer”** means the Customer Service Center of the Town of Tillsonburg or an agent who is appointed by the Town of Tillsonburg whose duties include the issuance of dog and cat licences;

**“Mitigating factor”** means a circumstance which excuses aggressive behavior of a dog and without limiting the generality of the foregoing, may include circumstances where:

- a) The dog was, at the time of the aggressive behavior, acting in defense to an attack from a person or domestic animal,
- b) the dog was, at the time of the aggressive behavior, acting in defense of its young or reacting to a person or domestic animal trespassing on the property of its owner, or

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- c) The dog was, at the time of the aggressive behavior, being teased, provoked or tormented.

**“Municipal By-law Enforcement Officer”** means an Officer designated by the Council and whose duties include the enforcement of this Bylaw.

**“Municipality”** means the Corporation of the Town of Tillsonburg

**“Muzzle”** means a humane fastening or covering device over the mouth of a dog that is strong enough and well-fitted enough to prevent the dog from biting, without interfering with the breathing, panting or vision of the dog or without interfering with the dog's ability to drink;

**“Muzzle order”** means an Order issued by the Animal Control Officer or an Officer for a muzzle to be placed on a dog;

**“Officer”** is the Animal Control Officer designated by the Council, a Municipal By-law Enforcement Officer designated by the Council and a Police Officer.

**“Owner”** means a person who keeps, harbours or has custody of an animal, and, in the case of a minor, "owner" means the person responsible for the custody of the minor. If there is more than one owner of an animal, they are jointly and severally the owner;

**“Person”** means an individual, partnership, association, firm or corporation;

**“Pet shop”** means an establishment engaged in the retail sale of animals.

**“Pet shop keeper”** means a person who has the charge, care or ownership of a pet shop.

**“Pigeon”** means a member of a widely distributed family of birds derived from self-sustaining captive populations of Columbidae (pigeons and doves), and includes a racing pigeon which, through breeding, has developed the distinctive physical and mental characteristics as to enable it to return to its home after having been released a considerable distance there from, and which is also known as a homer pigeon, homing pigeon, or carrier pigeon;

**“Pit bull”** means the breed of dog which includes:

- a) a pit bull terrier,
- b) a Staffordshire bull terrier,
- c) an American Staffordshire terrier,
- d) an American pit bull terrier, or



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- e) a member of a class of dogs that have the appearance and physical characteristics that are substantially similar to dogs referred to in (a) through (d) above. In determining whether a dog is a pit bull regard may be had to the breed standards established, for dogs referred to in (a) through (d) above, by the Canadian Kennel Club, the United Kennel Club, the American Kennel Club or the American Dog Breeders Association.

**"Police work dog"** means a dog trained for and engaged in law enforcement by any federal, provincial or municipal government agency;

**"Potentially dangerous dog"** means a dog that in the absence of any mitigating factors, chases or approaches any person or domestic animal, anywhere other than on the property of its owner, in a menacing fashion or apparent attitude of attack, including but not limited to, aggressive behavior such as growling or snarling or a dog that otherwise demonstrates a propensity or disposition to attack Without Provocation, persons or domestic animals;

**"Pound"** means such premises and facilities designated by the Town of Tillsonburg

**"Pound Keeper"** means any person designated or contracted by the Town of Tillsonburg to maintain and administer a pound and impound dogs and or cats.

**"Premises"** includes a dwelling unit, a house or building and the land or premises on which the building or house is situated or attached;

**"Prohibited dog"** means:

- a) a pit bull dog that is not restricted,
- b) a pit bull dog, previously designated as a restricted dog, that is kept or permitted to be kept by its owner in violation of the requirements for such dog, or
- c) a dog, previously designated as a potentially dangerous dog or a dangerous dog that is kept or permitted to be kept by its owner in violation of the requirements for such dog.

**"Protective care"** means the temporary keeping of an animal as a result of an eviction, incarceration, medical or fire emergency, or any other situation that an Officer deems appropriate for the health and safety of the animal;

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**“Regulated Health Professional”** means an audiologist, chiropractor, nurse, occupational therapist, optometrist, physician or surgeon, physiotherapist, psychologist, or psychotherapist.

**“Restrained”** means being kept inside a building or house or in an enclosed pen of a minimum size for each dog of 4’ wide 12’ long 6’ high, completely enclosed with 9gauge mesh wire with a poured concrete floor to prevent a dog from coming in contact with or making a real and substantial threat of attack on any person or a domestic animal.

**“Restricted dog”** means a dog that is a pit bull that is owned by a resident on August 29, 2005, or it is born before the end of the 90-day period beginning on August 29, 2005, and that has been registered by the owner with the Corporation and maintains a valid municipal dog license;

**“Sanitary condition”** means a condition that does not result in an accumulation of fecal matter, odour, insect infestation, or rodent attractants which endanger the health, comfort or convenience of any person or animal;

**“Sanitize”** means to clean for the purpose of controlling disease-producing organisms and "sanitized" has a corresponding meaning; and

**“Service animal”** means an animal easily identifiable as relating to a disability wearing a vest or harness and documentation is produced from a Regulated Health Professional confirming the animal is required due to a disability.

**“Tether”** means a rope, chain or similar device which is used to tie, secure an animal to a post, wall or other such structures, so that the animal will stay in a particular area on a property;

**“Town”** shall mean The Corporation of the Town of Tillsonburg

**“Veterinarian”** means a member of the College of Veterinarians of Ontario.

**“Wild Animal”** means all mammals, birds, and reptiles, other than domestic animals, including feral cats and wild dogs.

**“Without Provocation”** means the absence of any teasing, tormenting or abusive or unwanted physical or verbal contact by the Individual or Animal.

## **PART 2: ADMINISTRATION AND ENFORCEMENT**

2. The Animal Control Officer shall be responsible for the administration & enforcement of this by-law.

**PART 3: LICENSING OF DOGS AND CATS****Requirements of a licence:**

## 3. Requirements of a license:

- a. No person, who is residing temporarily or permanently within the Town of Tillsonburg shall own, keep, possess or harbour a dog unless a license has been issued under this bylaw.
- b. No person, who is residing temporarily or permanently within the Town of Tillsonburg shall own, keep, possess or harbor a cat unless a license has been issued under this bylaw.
- c. The Town of Tillsonburg may appoint and authorize a license agent to assist the By-law Enforcement Officer with the issuance of licenses required under this bylaw, and every such license shall be executed on behalf of the Corporation.
- d. The owner of any dog or cat within the limits of the Town of Tillsonburg shall cause such dog and or cat to be registered with the Corporation and shall be furnished with a dog/cat tag on payment of the annual license fee.
- e. Puppies may be kept with the mother for a period not exceeding two (2) months/sixty (60) days following birth. Kittens may be with the mother for a period not exceeding two (2) months following birth.
- f. Every person selling a puppy of a dog that is required to be licensed pursuant to this bylaw shall notify the license issuer upon the sale of the puppy providing the name and address of any purchaser who is a Town resident.
- g. Every person selling a kitten of a cat that is required to be licensed pursuant to this bylaw shall notify the license issuer upon the sale of the kitten providing the name and address of any purchaser who is a Town resident.
- h. The owner shall keep such tag furnished securely fixed on the dog at all times during the year and until the owner procures a tag for the following year.

- i. The owner shall keep such tag furnished securely fixed on the cat at all times during the year and until the owner procures a tag for the following year.
- j. All dogs must be registered and license fees paid for on or before February 28th. All license fees paid for after February 28th shall be subject to a license fee increase.
- k. All cats must be registered and license fees paid for on or before February 28th. All license fees paid for after February 28th shall be subject to a licence fee increase.
- l. A person who acquires a dog during the year shall obtain from the Town of Tillsonburg a dog tag license within ten (10) days after acquiring the dog.
- m. A person who acquires a cat during the year shall obtain from the Town of Tillsonburg a cat tag license within ten (10) days after acquiring the cat.
- n. Every dog tag licence shall expire on February 28th of the year for which same is issued and every dog owner shall renew the dog tag yearly.
- o. Every cat tag license shall expire on February 28th of the year for which same is issued and every cat owner shall renew the cat tag yearly.
- p. Every owner of a licensed dog and/or cat shall notify the License Issuer in writing if the animal is sold, gifted, transferred to another person, or deceased within fourteen (14) days of the change in ownership.
- q. Where an Owner acquires a dog or cat or moves to the Town of Tillsonburg after February 28th and before November 1st of the following year, the Owner shall pay a fixed amount equal to one-half of the annual registration fee as set out in the Rates and Fees By-Law at the time of registration.
- r. Owners shall supply the Town of Tillsonburg or the licensing agent with a description of each dog/cat, sufficient to identify such dog/cat; and a record shall be kept identifying the dog /cat and showing the name, address and telephone number of the owner; and the serial number of the dog /cat tag furnished.

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- s. Every pet shop keeper shall submit on a monthly basis, to the License Issuer, the names, and addresses of Town residents who have purchased dogs and cats from the said pet shop.
- t. The annual license fees payable by the owner of every dog/cat under this By-law, as set out in the Town's Rates and Fees By-Law, shall be the rates approved by the Town of Tillsonburg from time to time.
- u. The License Issuer shall maintain a registry with the serial number of the dog/cat tag along with name, address and telephone number of the owner, the name, breed, colour, markings, gender of the dog/cat. If the dog/cat is spayed or neutered or natural, and the date that the dog/cat tag is furnished to the owner. Any changes to the status of the dog(s)/cat(s) must be reported promptly to the License Issuer.
- v. Where a dog/cat tag issued pursuant to the provisions of this by-law has been lost or destroyed, the owner on application to the Licensing Issuer may be issued a new dog/cat tag upon payment of the replacement fee as set out in the Town of Tillsonburg Rates and Fees By-Law.
- w. The requirement for a dog/cat license does not apply to a pet shop whose business includes the sales of dogs or cats;
- x. Service Animals/Guide Dogs are exempt from purchasing a license subject to the owner providing documentation to the Licensing Issuer.

**Application for a license:**

- 4. The Licensing Issuer shall:
  - a. Review and process all applications for licenses and tags; and
  - b. Issue all licenses and tags when application is made in accordance with the provisions of this by-law.
- 5. An application for a license shall be completed on the forms provided by the designated by the License Issuer
  - a. All dog and cat owners shall make application to the license issuer forthwith upon commencing ownership of the dog /cat.
  - b. Every application shall be accompanied by the following:
    - i. Description of dog or cat including colour, breed and name

- ii. Owners certifying on the application that the dog and or cat has been vaccinated against rabies.
- iii. Applicable fee

#### **PART 4: KEEPING OF ANIMALS**

##### **General provisions:**

6. Every owner of an animal shall treat the animal in a humane manner, including but not limited to the provision of:
  - a. a shelter for the animal that is waterproof and that protects the animal from exposure to the element;
  - b. a shelter for the animal that is adequate for its size and breed;
  - c. adequate amounts of potable water for the animal; and food of a type and in amounts nutritionally adequate for the animal.
7. No person shall keep an animal in an unsanitary condition.
8. Whether temporarily, permanently, or otherwise, no more than 3 domestic dogs, 3 domestic cats, or a total combined number of 5 animals of an age in excess of 2 months shall be kept, harboured, maintained or possessed at any one location within the Town of Tillsonburg.
9. Whether temporarily, permanently or otherwise, no more than a total of two (2) of the following animals shall be kept, harboured, maintained or possessed at any one location within the Town of Tillsonburg:
  - a. guinea pig,
  - b. gerbil,
  - c. hamster
  - d. rabbit,
  - e. chinchilla,
  - f. iguana,
  - g. turtle with shell size of 8 inches in diameter
10. Section 8 and 9 do not apply to:
  - a. Pet shops in the Town of Tillsonburg;
  - b. A police work dog in a Police Canine Unit;

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- c. Kennels located in compliance with the Town of Tillsonburg zoning by-law and the Ontario Building Code Act, 1992, as amended, and licensed by the Town of Tillsonburg;
  - d. The keeping of animals on lands zoned for agricultural purposes;
11. Sections 8, 9 and 13 do not apply to:
- a. An animal hospital or clinic that is lawfully operated and supervised by a veterinarian licensed by the Ontario Veterinary Association;
  - b. A pound designated by the Town of Tillsonburg;
  - c. Any organization permitted by law to provide protection and humane treatment of animals;
  - d. Any person while rendering emergency treatment to an injured or abandoned animal;
  - e. The Corporation or other governmental authority while lawfully operating a public park, exhibition, or zoological garden, and maintaining animals therein;
  - f. Any person in charge of a traveling circus, exhibition, or road show, or any employee thereof, lawfully displaying animals;
  - g. Persons operating premises registered as research facilities under the Animals for Research Act, R.S.O.1990, c. A-22, as amended, or the persons in charge, or the employees thereof, during the course of their duties;
12. No person shall keep, or cause to be kept, a reptile, insect or amphibian permitted under this by-law outside a building or structure unless it is in an appropriate animal enclosure.

**General restrictions:**

13. No person shall keep, harbour or possess any animal or animals listed in Schedule A to this By-Law in the Town of Tillsonburg:
14. Notwithstanding Section 13, on lands zoned for agricultural purposes, institutional or open space or a legal non-conforming status under the Town's Zoning By-law 3295, as amended, no person shall keep, or cause to be kept, any

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animals listed in Section 13 – Schedule A of this by-law, except for pigeons and/or any other domestic animal.

15. No person who operates a business within the Municipality that includes the sale of pets or other animals shall sell, offer to sell, or otherwise make available in any way to any person any animal listed in Schedule A of this by-law, except those animals mentioned in Section 14.

**Dangerous dogs:**

16. The owner of a “dangerous dog” shall obtain and maintain in force a policy of public liability ownership issued by an insurer licensed by the Province of Ontario providing third party liability coverage in an amount of not less than 2 million (2,000,000) dollars for any damage or injury caused by the “dangerous dog”. A certified copy of the said policy shall be provided annually with the Animal Control Officer of the Town of Tillsonburg.

**Animals kept prior to May 24, 2011:**

17. Section 13 and 14 shall not prevent any person from keeping, harbouring or possessing any animal if such animal was lawfully being kept, harboured or possessed by that same person prior to May 24, 2011 and for so long as the animal continues to be kept, harboured or possessed by the person.

**Pit bulls - special requirements:**

18. No person shall:
  - a. own a pit bull, except a restricted pit bull; breed a pit bull; transfer a pit bull by sale;
  - b. Transfer a pit bull by gift or bequest; if the person to whom the pit bull is transferred will own more pit bulls after August 29, 2005 than on that day (maximum number of dogs per premises is three)
  - c. transfer more than one pit bull by gift or bequest to a person who did not own a pit bull on August 29, 2005;
  - d. abandon a pit bull other than to a pound operated by or on behalf of the Municipality, the province or a designated body;
  - e. Allow a pit bull in his or her possession to stray;
  - f. Train a pit bull for fighting.



**Pit bulls - other requirements:**

19. All other requirements regarding Pit Bulls specifically shall be in accordance with the Dog Owner's Liability Act, 1990 (DOLA), as amended, including regulations pertaining to DOLA, and the Animals for Research Act, 1990, as amended.

**Keeping of pigeons:**

20. Pigeons that are registered with a National Racing Association may not exceed twenty-four (24) in number. They may be kept provided the pens have been approved by such licensing association and follow the requirements set out in Sections 21, 22, 23, and 24.
- a. Every owner of a pigeon shall band and keep banded each pigeon with an identifying leg band issued by a registered pigeon association/organization in Canada.
21. No person whether temporarily, permanently or otherwise shall keep or cause to be kept more than (10) domestic pigeons on any lands zoned for agricultural purposes and follow the requirements set out in Sections 21, 22, 23, and 24.
22. Every owner of any pigeon shall keep all grains and foodstuff in air-tight containers.

**PART 5: ANIMAL ENCLOSURES****General provisions:**

23. Every owner of an animal shall ensure that the animal enclosure provided for the animal meets the following requirements, regardless of whether the animal enclosure is located indoors or outdoors:
- a. The animal enclosure shall be of a size and in a condition such that the animal may:
    - i. extend its legs, wings, and body to their full natural extent;
    - ii. stand;
    - iii. sit;
    - iv. perch;
  - b. Every reptile, fish, and amphibian shall be provided with an enclosed space adequate for the needs of the species;

- c. The enclosure is of such a nature and condition that the animal contained therein would not be harmed and its health would not be negatively affected for the reason of being placed in such an animal enclosure;
- d. Every animal contained therein may be readily observed unless the natural habits of the animal require otherwise.
- e. The animal enclosure is kept in a clean and sanitary condition.
- f. The animal enclosure is kept free of offensive odour.
- g. The animal enclosure is escape proof.

**Additional provisions for outdoor animal enclosures:**

24. Except for the keeping of animals on lands zoned for agricultural purposes:

- a. no person shall keep, or cause to be kept, an animal enclosure for an animal outside a building or structure unless:
  - i. the animal enclosure is in the rear yard; and
  - ii. the animal enclosure, is located at least 3.1 meters (10 feet) from the property line and a least 6.1 meters (20 feet) from any school, church, or residential building not located on the same lot; and
- b. No person shall within the Town of Tillsonburg have a dog under control on a leash exceeding 2 meters (6 feet, 6 inches) in length. The dog shall be in the rear yard of the owner's property, and the dog shall not be able to approach or chase any person or domestic animal other than those belonging on the dog owner's property. When a dog is off the owner's property, the "leash" requirements apply.
- c. no person shall keep or cause to be kept a pigeon enclosure outside a building or structure unless the enclosure is located at least 6.1 meters (20 feet) from the property line, or within 19.8 meters (65 feet) of any school, church or residential building not located on the same lot.

25. In addition to the requirements in this part of the by-law, an animal enclosure kept outside shall be:

- a. soundly constructed of hard, durable material;
- b. Impervious to water for the housing unit within the enclosure and the housing unit must comply with all animal enclosure requirements;

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- c. Constructed of a material that may be readily sanitized;
  - d. Maintained in a good state of repair from cracks, holes, rust and other damage;
  - e. Kept in a way that minimizes as nearly as practicable the transfer of disease- causing agents; and
  - f. Adequately ventilated and maintained at a suitable temperature and lighting for the health, welfare and comfort of the animal enclosed therein.
26. Compliance with the requirements under this Part does not exempt any person from compliance with other applicable laws and by-laws, including the Building Code Act 1992, as amended, and the municipal zoning by-law.

In the event of any conflict between the provisions of this Part and the provisions of any other by-laws, the provisions of this Part shall prevail.

27. Every owner shall allow any Officer to carry out an inspection of premises where animal(s) of the owner are kept or to make inquiries deemed necessary for the purposes of insuring compliance with this bylaw.

#### **Kennels:**

##### 28. Kennels:

- a. No person shall within the Town of Tillsonburg keep a kennel without a license.
- b. All persons operating a kennel of dogs and or cats that are registered or eligible for registration with an association incorporated under the Animal Pedigree Act (Canada) shall make application to the License Issuer for a kennel license.
- c. All such applications shall be accompanied by the following information:
  - i. Name and address of Kennel owner
  - ii. Location of kennel
  - iii. Proof of zoning approval for said location;
  - iv. Applicable fee
- d. No Kennel or Pound shall be kept within the limits of the Town of Tillsonburg upon any premises unless the same are at least one hundred

and twenty-five (125) feet from any school, church, dwelling or other premises occupied by the keeper or members of his or her immediate family and such Kennel or Pound shall meet all requirements pursuant to regulations of the Ministry of Agriculture and Food.

## **PART 6: EXCREMENT**

### 29. Excrement:

- a. Every person having care or control of an animal shall forthwith remove and dispose of any excrement left by the animal on any property including highways.
- b. Subsection (a) does not apply to:
  - i. persons reliant upon a service animal while that animal is being used to aid a person with a visual, hearing or other impediment;
  - ii. owners of racing pigeons when the pigeons are at large during permitted flight times.
  - iii. permitted farm animals as noted in Section 14 when animals are on lands zoned for agricultural purposes, as long as the animals are on the lands of their owner.

## **PART 7: ANIMALS AT LARGE**

### 30. Animals at large:

- a. No person shall within the Town of Tillsonburg, fail to prohibit an animal from running at large.
- b. A dog is not considered to be at large if the dog is:
  - i. a service animal or a police work dog; or
  - ii. on the premises of a person who has consented to the dog on the person's premises.
- c. No person shall allow or permit any animal to trespass on private property.
- d. A pigeon is not considered to be at large if it is flying:
  - i. Before 9:00 a.m. or after 5:00 p.m. during the months of April to September, inclusive; or
  - ii. Before 10:00 a.m. or after 3:00 p.m. during the months of October to March, inclusive; and

- iii. under the owner's personal supervision, or under the supervision of another competent person who is acting on the owner's behalf to control the pigeons.
- e. In addition to subsection (d), a pigeon is not considered to be at large if a member of a pigeon organization or association in Canada supervises a flight of the racing pigeon while carrying on the duties of such organization or association.

## **PART 8: SEIZURE AND IMPOUNDMENT**

### **31. Seizure and impoundment**

- a. Seizure and impoundment:
  - i. Any animal found at large contrary to this by-law may be seized by an Officer.
  - ii. An Officer may take possession of an animal for the purpose of providing protective care to it at any time when the Officer deems it necessary to provide protective care to the animal.
- b. A dog or cat seized under this by-law shall be impounded for a period of three days, exclusive of the day on which the dog and or cat was impounded and statutory holidays and Sundays, unless:
  - i. The dog and or cat is redeemed by the Owner during this time period of impoundment in accordance with the provisions of this by-law;
  - ii. The dog and or cat was seized for the purpose of providing protective care to it; or
  - iii. In the opinion of the Pound Keeper, the dog and or cat should be euthanized or receive veterinary care immediately.
  - iv. A dog and or cat is seized for the purpose of providing protective care, in which case it shall be impounded for a period of up to ten (10) days, exclusive of the day in which the dog and or cat was impounded and statutory holidays and Sundays, unless the animal is redeemed by the owner during this period of impoundment in

accordance with the provisions of this by-law or is euthanized for humane reasons.

- v. Where the Pound Keeper has impounded a dog or a cat that has a tag, name plate and other means of identification, the Pound Keeper shall take all reasonable steps to find the owner of the dog and or cat and shall forthwith notify the owner, if found, that the dog and or cat has been impounded and can be redeemed on payment in full of all costs.
- c. The owner of an animal impounded under this by-law:
  - i. may redeem the animal upon payment of the appropriate impoundment and maintenance fees for the time of the impoundment as per the Town's Rates and Fees By-Law.
  - ii. In addition to subsection (i), the owner of a dog or cat seized and impounded shall produce a valid license for the dog and or cat before the owner may redeem it.
  - iii. If a valid license cannot be produced under subsection (ii) the owner of the dog or cat shall obtain a license for the dog and or cat and will be responsible for the payment of the penalty as set by the Town's Rates and Fees By-Law before the owner may redeem it.
- d. If an animal is not redeemed within the time period specific in this by-law, the animal shall become the property of the Pound Keeper and may be:
  - i. Put up for adoption;
  - ii. Euthanized by the Pound Keeper's designated veterinarian; or
  - iii. Sold for such price as the Pound Keeper may consider proper.
- e. A Pound Keeper may euthanize an animal without delay without permitting any person to redeem it if:
  - i. The animal seized and impounded under this by-law is seriously injured or ill and should be euthanized without delay for humane reasons; or

- ii. Euthanasia of the animal seized and impounded under this by-law is necessary for the safety of persons or animals that are endangered.
- f. Where a dog and or cat is captured or taken into custody and the services of a veterinarian are secured by the Pound Keeper, the owner shall pay to the Pound Keeper all fees and charges of the veterinarian in addition to all other fees and per diem charges payable under this by-law, as set out in the Town's Rates and Fees By-Law whether the dog and or cat is alive, dies, or is euthanized. No damages or compensation shall be recovered by the owner of the animal.
- g. No person shall forcibly retrieve a dog or cat from the Pound Keeper, or premises of the pound or break and enter into a patrol vehicle or a live trap, or retrieve a dog or cat, without payment in full of all fees and charges required to be paid under this by-law, in accordance with the Town's Rates and Fees By- Law.
- h. Every pound fee and board fee that is unpaid in whole or in part is a debt due to the Pound Keeper and is recoverable in any court of competent jurisdiction in which a debt or money demand may be recovered.

## **PART 9: QUARANTINE OF ANIMALS**

### **32. Quarantine of Animals**

- a. If, in the opinion of the local Health Unit or an Officer, an animal shall be put in quarantine, the owner of the animal shall:
  - i. comply with the quarantine order of the Health Unit or Officer; and
  - ii. be responsible for the costs associated with the quarantine, including the costs of any veterinary care required for the animal and any other applicable fees.

## **PART 10: PRECAUTIONS BY DOG OWNERS**

### **33. The owner of a dog shall exercise reasonable precautions to prevent it from:**

- a. biting or attacking a person or domestic animal;
- b. behaving in a manner that poses a menace to the safety of persons or domestic animals;

- c. shall ensure the dog is properly leashed when not on the property of the owner, or not on the property of a person who authorizes the dog to be on his/her property;
- 34. No person who owns, harbours, or possesses any dog shall permit a dog or dogs to howl or bark as to cause noise, which disturbs, whereas likely to disturb the inhabitants of the Town of Tillsonburg.
- 35. No person shall cause, permit or allow an Animal to be confined in a vehicle or trailer attached to a vehicle without appropriate ventilation during Extreme Weather as to ensure the Animal is not in pain, distress or subject to undue suffering while in the vehicle.

#### **PART 11: MUZZLE ORDER - DOGS**

- 36. Muzzle Order – dogs:
  - a. Where an Officer determines that a dog is a potentially dangerous dog or a dangerous dog, the Animal Control Officer may issue a Muzzle Order to the owner of the dog.
  - b. The Animal Control Officer may impose conditions on the Muzzle Order to ensure the health and safety of the owner, the dog, and other persons and animals, and the order is effective immediately on issuance.
- 37. Muzzle order – dogs:
  - a. A Muzzle Order may be served by:
    - i. delivering it personally to the owner of the dog; or
    - ii. Sending it by registered mail to the last known address of the owner of the dog.
- 38. Notwithstanding other sections of the Bylaw, when a Muzzle Order has been served, the owner of a dog:
  - a. shall ensure that the dog shall be restrained when on the owner's premises and
    - i. Shall be kept inside a building or house or enclosed pen of a minimum size for each dog of 4' wide 12' long, 6' high, completely enclosed with 9 gauge mesh wire with a poured concrete floor to



prevent a dog from coming in contact with or making a real and substantial threat of attack on any person or a domestic animal.

- b. Shall not permit the dog to be off the premises of the owner unless it is muzzles, and securely leashed on a 2 foot lead.
  - c. Further to Section 36, the dog may be restrained, leashed and muzzled through any other means as directed by the Animal Control Officer.
  - d. Shall ensure that the dog does not bite, chase, or attack a person or a domestic animal on any property including that of the owner.
  - e. Shall put the dog under the control of a person at least eighteen (18) years of age when the dog is not on the owner's premises.
  - f. Shall notify the Animal Control Officer within five (5) days of transfer if the dog is transferred to a new location or if the ownership of the dog is transferred to another person in the municipality, and the Muzzle Order shall still apply.
  - g. Shall ensure that the dog is spayed or neutered;
  - h. Shall obtain a warning sign as prescribed by the Animal Control Officer which shall be posted and displayed continuously by the owner in a prominent location in close proximity where the particular dog is kept;
  - i. The dog shall be implanted with an identification microchip
  - j. Shall comply with any other conditions imposed in the Muzzle Order.
39. Where a dog has been ordered to be muzzled by an Animal Control Officer, pursuant to the provisions of this by-law, the aggrieved owner of the dog may apply for a hearing in respect of such Muzzle Order.
- a. An application for a hearing shall be made in writing and delivered to the Town Clerk or designate within sixty (60) days of the Muzzle Order being issued.
  - b. Upon receipt of the application and required fee of \$110.00 (or as amended by the Town Rates and Fees By-Law), the Town Clerk or designate shall convene a hearing of the "Animal Control Committee" and shall give seven (7) days' notice to the appellant by either personal service or by registered mail of the date, time and location of the hearing.

- c. The “Animal Control Committee” shall be comprised of the Chief Building Official or designate, the Town Clerk or designate, two (2) current members of Council, and one (1) member of the public.
- d. When the owner of the dog does not attend at the proper time and place, the “Animal Control Committee” may proceed with the hearing and the appellant shall not be entitled to any further notice of the proceeding.
- e. Notwithstanding that an Applicant has applied for a hearing to appeal the Muzzle Order, the Muzzle Order takes effect when it is served on the person to whom it is directed and remains in effect until the “Animal Control Committee” has made its decision on the appeal.
- f. A written copy of the decision from the “Animal Control Committee” shall be made and prepared as soon as it is practicable after the conclusion of the hearing and shall be sent to the appellant by either ordinary mail or registered mail.
- g. The “Animal Control Committee” may, at its discretion, reserve its decision to be presented later, which shall not be later than 10 days from the hearing date.
- h. The decision of the committee is final and binding.
- i. A Muzzle Order expires when the dog dies or the Animal Control Officer is satisfied that it no longer resides in the Town of Tillsonburg.

## **PART 12: PAYMENT FEES**

### **General provisions:**

#### **40. General provisions:**

- a. All dogs or cats impounded under the authority of this by-law shall be taken to the Pound, where they shall be confined subject to the right of an owner to redeem the dog and or cat within 72 hours exclusive of the day the dog or cat was impounded by paying the Pound Keeper the impound callout fee and applicable daily boarding fee and, if required, the dog and or cat tag fee as per the Town’s Rates and Fees By-Law.
- b. The payment of any fees and charges are required under this by-law does not constitute partial or full payment of any fines imposed by a court of

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competent jurisdiction for an offence committed under this or any other by-laws.

### **PART 13: OFFENCE**

41. Every person who contravenes any provision of this by-law is guilty of an offence and is liable to a fine and any other penalties imposed pursuant to the Provincial Offences Act, 1990, c. P-33, as amended, the Dog Owner's Liability Act, 1990, as amended, if applicable, and the Pounds Act, 1990, as amended, if applicable.

### **PART 14: VALIDITY**

42. If a court of competent jurisdiction declares any section or part of a section of the by-law invalid, it is the intention of Council that the remainder of the by-law shall continue to be in force.

### **PART 15: REPEAL AND EFFECTIVE DATE**

43. Town of Tillsonburg Bylaws 3507 and 4169 are hereby repealed.

44. This by-law shall come into full force and effect on the day of its final passing thereof and upon approval from the Ministry of the Attorney General.

### **PART 16: SHORT TITLE**

45. This by-law shall be referred to as the "Animal Care and Control By-law".

### **PART 17: SUBJECT TO RATES AND FEES BY-LAW**

46. The fees associated with this by-law shall be in accordance with the current Rates and Fees By-Law for the Town of Tillsonburg.

**READ A FIRST AND SECOND TIME THIS 25th day of JANUARY, 2021.**

**READ A THIRD AND FINAL TIME AND PASSED THIS 25th day of JANUARY, 2021.**

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MAYOR – Stephen Molnar

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TOWN CLERK - Michelle Smibert

**SCHEDULE A: PROHIBITED ANIMALS**

<b>CLASS</b>	<b>ORDER</b>	<b>COMMON NAMES</b>
<b>MAMMALS</b>	Artiodactyla	Such as cattle, goats, sheep, pigs, deer, elk
	Canidae	Such as coyotes, wolves, foxes, hybrid wolf dogs (except domestic dogs)
	Chiroptera	Such as bats, fruit bats, myotis, flying foxes
	Edentates	Such as anteaters, sloths, armadillos
	Felidae	Such as tigers, leopards, cougars, lions, lynx (except domestic cats)
	Hyaenidae	Such as hyaenas
	Lagomorpha	Such as hares, pikas (except domestic rabbits)
	Marsupialia	Such as koalas, kangaroos, possums, wallabies (except sugar gliders derived from self-sustaining captive population)
	Mustelidae	Such as mink, skunks, weasels, otters, badgers (except ferrets)
	Primates	Such as chimpanzees, gorillas, monkeys, lemurs
	Perissodactyla	Such as horses, donkeys, jackasses, mules, zebras, ponies
	Proboscidea	Such as elephants, rhinoceros, hippopotamus
	Procyonidae	Such as coatiundi, cacomistles, raccoons
	Rodentia	Such as porcupines, prairie dogs, nutria, (except rodents such as chinchillas, hamsters and guinea pigs which do not exceed 1,500 grams and are derived from a self-sustaining captive population)
	Ursidae	Such as bears
	Viverridae	Such as mongoose, civets, genets
<b>REPTILES</b>	Crocodylia	Such as alligators, crocodiles, gavials, caimans
	Squamata	Lizards that are venomous or that reach an adult length larger than 2 metres (6.56 feet) Snakes that are venomous Snakes of the families pythonidae and boidae

By-Law 2021-\_\_\_\_

	Testudines	Such as terrapins, tortoises, turtles (except turtles derived from a self-sustaining captive population)
<b>BIRDS</b>	Anseriformes	Such as ducks, geese, swans, screamers
	Galliformes	Such as pheasants, grouse, guinea fowl, turkeys, chickens, pea fowl
	Struthioniformes	Such as ostriches, rheas, cassowaries, emus, kiwis
	Raptors	Such as eagles, hawks, falcons, owls
<ul style="list-style-type: none"> <li>Any other exotic animals not specified above</li> </ul>		

**CORPORATION OF THE TOWN OF TILLSONBURG**

**BY-LAW 2021-\_\_\_**

**A BY-LAW to authorize an agreement of purchase and sale with East Elgin Concrete Forming Limited.**

**WHEREAS** the Town of Tillsonburg is desirous of entering into an agreement of purchase and sale for lands described as part of Lot 22, Plan 966, and more specifically described as Parts 2 and 3 on the draft reference plan.

**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 part of Lot 22, Plan 966, and more specifically described as Parts 2 and 3 on the draft reference plan, 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 this By-Law shall come into full force and effect upon passing.

**READ A FIRST AND SECOND TIME THIS 25th day of JANUARY, 2021.**

**READ A THIRD AND FINAL TIME AND PASSED THIS 25th day of JANUARY, 2021.**

---

MAYOR – Stephen Molnar

---

TOWN CLERK – Michelle Smibert

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

BETWEEN:

**THE CORPORATION OF THE TOWN OF TILLSONBURG**

(the "Vendor")

-and-

**EAST ELGIN CONCRETE FORMING LIMITED**

(the "Purchaser")

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

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

**SECTION I - GENERAL**

1. The Purchaser agrees to purchase the Property and the Vendor agrees to sell the Property according to the terms of this Agreement.
2. In consideration of the agreement referred to in the preceding paragraph, the Purchaser shall pay to the Vendor a Purchase Price calculated at **1.86 per square foot**. The estimated area of the Property is **8,348 square feet** and the estimated total Purchase Price is **Fifteen Thousand, Five Hundred and Twenty-Seven Dollars (\$15,527.28)**. The final total Purchase Price shall be determined by the actual lot area of the Property confirmed by on Ontario Land Surveyor. The final total Purchase Price shall be adjusted based on the determined actual lot area.
3. The Purchase Price shall be paid as follows:
  - (a) **One Thousand Dollars (\$1,000.00)** deposit is payable by the Purchaser by certified cheque upon Acceptance of this Agreement, to be held on an interest free basis by the Solicitor 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 or bank draft.

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

## SECTION II - PURCHASE OF PROPERTY

### 4. Irrevocable Date

- (a) This APS shall be irrevocable and open for acceptance by the Vendor until 6:00 p.m. on the **15<sup>th</sup> day of January, 2021** ("Acceptance"), and when accepted shall constitute a binding contract of purchase and sale, otherwise the APS shall be null and void and all deposit monies paid shall be returned to the Purchaser without deduction.
- (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) The parties agree and acknowledge that negotiation of this APS is not a valid and binding agreement until accepted by the Council of The Corporation of the Town of Tillsonburg. The Chief Administrative Officer of the Town of Tillsonburg, or his or her designate, shall negotiate the terms of this APS in good faith. However, the negotiation of the terms of this APS by the Chief Administrative Officer of the Town of Tillsonburg, or his or her designate, in no ways binds The Corporation of the Town of Tillsonburg until such time as this APS is authorized and approved by the Council of The Corporation of the Town of Tillsonburg.

### 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.

### 6. Deed/Transfer

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

### 7. Completion Date

- (a) The closing of this transaction shall take place **thirty (30)** days from the date of Acceptance, or such other date as mutually agreed upon (the "Completion Date") at which time possession of the Property in "as is, where is" condition shall be given to the Purchaser other than as provided in this APS. The Vendor acknowledges that it has the right and authority to sell the Property.

### 8. Documents, Reports and Information

- (a) The Vendor will produce and deliver to the Purchaser within **fifteen (15)** 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.

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**SECTION III - CONDITIONS, REPRESENTATIONS AND WARRANTIES****9. "As Is" Condition**

- (a) The Purchaser acknowledges that it is acquiring the Property in an "as is" condition and that it must satisfy itself within **fifteen (15)** days of Acceptance of the APS regarding the condition of the Property including, but not limited to, all existing physical conditions of this Property, environmental conditions, fitness for any purpose, suitability for construction, soil bearing capacity for any building proposed, and the availability of municipal services and utilities necessary for the Purchaser's proposed use of the Property. The Purchaser acknowledges that the Vendor shall not be responsible for any physical deficiencies of the Property or for any past, present or future environmental liabilities and hereby waives any claims against the Vendor in respect of any environmental liabilities on the Property. The Purchaser agrees to sign a release and indemnity in favour of the Vendor on or before closing with respect to matters set out in the preceding sentence. If the Purchaser is for any reason whatsoever dissatisfied with the Property, it shall deliver written notice to that effect to the Vendor by no later than the time specified herein, and this Agreement shall be terminated and the deposit shall be returned to the Purchaser without interest or deduction. If the Vendor is notified that the condition of the Property is not satisfactory, then the Purchaser shall, prior to receiving its deposit monies back and prior to being entitled to a full release from the Vendor with respect to this Agreement, restore the Property to its original condition as it existed prior to such testing or inspection by the Purchaser, at the Purchaser's sole expense. If the Purchaser fails to deliver written notice to the Vendor within the time specified herein regarding this condition, this condition shall be deemed to have been waived by the Purchaser.

**10. Other Conditions**

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

**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.

**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**Buyer's Initials TOA

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

- (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. Development Covenants and Restrictions

- (a) The Property shall be subject to the development covenants to relocate and extend the existing fence and also to reboard the fence with a type more suitable for noise attenuation. Further, the Purchaser agrees to try and preserve one row of existing trees by placing the fence at a line approximately 22 to 25 feet from the existing 33 Cedar Street property line. The Purchaser further agrees to allow the adjacent property owners at 27 Cedar Street to extend their fence from the house to the future 33 Cedar Street fence to enable them to secure their property and pool area as required by bylaw. , These covenants shall survive the completion of this transaction and run with the Property. The development covenants and restrictions shall be registered on title by the Vendor. In the event that the said covenants and restrictions are not registered on title to the Property on or before closing, the Purchaser covenants and agrees to consent to the registration of the covenants and restrictions after closing.

16. Property Not for Resale

- (a) **The Purchaser covenants that it is purchasing the Property for the purpose of consolidating the parcel with the Purchaser's adjoining property and not for the purpose of resale of vacant land.**

**SECTION IV - PRIOR TO COMPLETION DATE**

17. 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.

18. 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. 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.

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## SECTION V - COMPLETING THE TRANSACTION

### 19. 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.

### 20. Electronic Registration

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

### 21. Survey or Reference Plan

- (a) The parties acknowledge that a survey, **at the Purchaser's expense**, is required and a Reference Plan may be registered on title and may be used to provide a registrable description of the Property and any easements.

### 22. Letters and Reports from Officials of the Vendor

- (a) On or before the requisition date, the Vendor agrees to provide to the Purchaser, if requested, at the Vendor's expense, letters or reports from the Building and Zoning Department of the Town of Tillsonburg and the Fire Chief of the Town of Tillsonburg regarding the status of compliance with all codes, by-laws, rules and regulations with respect to the Property and any buildings located thereon.

### 23. Examination of Title

- (a) Title to the Property shall be good and marketable and free from all encumbrances except for any service easements or rights-of-way to be reserved in favour of the Vendor and for any easements or rights-of-way registered on title and any minor encroachments shown on the survey or Reference Plan delivered to the Purchaser.
- (b) The Purchaser is allowed **fifteen (15)** days from Acceptance of this APS to examine the title to the Property. If on or before this date the Purchaser furnishes the Vendor in writing with any valid objections: to the title; to any undisclosed outstanding work orders; to undisclosed non-compliance with the municipal by-laws or covenants and restrictions which run with the land and cannot be resolved before the Completion Date; as to any objection of which the Vendor shall be unable to remedy or correct by the Completion Date and which the Purchaser will not waive, then this APS shall, notwithstanding any intermediate acts or negotiations, be terminated and the deposit shall be returned to the Purchaser without deduction and the Vendor and the Purchaser shall not be liable for any costs, damages, compensation or expenses.

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## 24. Vendor to Discharge all Encumbrances

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

## 25. 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.

## 26. Deliveries by the Vendor To The Purchaser on Closing

- (a) The Vendor covenants and agrees to deliver to the Purchaser on the Completion Date, all such deliveries to be a condition of the Purchaser's obligation to close this transaction, the following:
  - (i) a deed/transfer of the Property;
  - (ii) any survey or reference plan of the Property in the possession of the Vendor;
  - (iii) a Statutory Declaration by an authorized officer of the Vendor stating that accurateness and truthfulness of all of the representations and warranties;
  - (iv) a Statutory Declaration by an authorized officer of the Vendor as to possession of the Property in a form acceptable to the solicitors for the Purchaser;
  - (v) a Statutory Declaration by an authorized officer of the Vendor that it is not now, and upon completion will not be, a "non-resident person" within the meaning and for the purpose of Section 116 of the *Income Tax Act*, R.S.C., 1985, c. 1 (5th Supp.) as amended;
  - (vi) certified copies of all appropriate certificates, by-laws and other documents of Vendor authorizing the transaction herein; and
  - (vii) such further documentation and assurances as the Purchaser may reasonably require to complete the transaction contemplated by the APS.

## 27. Harmonized Sales Tax

- (a) The parties hereto acknowledge and agree that the transaction contemplated herein is subject to the Harmonized Sales Tax (HST) under the *Excise Tax Act*, R.S.C., 1985, c. E-15 (the "Act") and that the Purchase Price does not include HST. 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

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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;
  - (4) an indemnity, indemnifying and saving harmless the Vendor from any HST payable on this transaction and penalty and interest relating to HST; and
  - (5) a notarial true copy of its HST registration confirmation.

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**SECTION VI - MISCELLANEOUS**

## 28. Entire Agreement

- (a) There is no representation, warranty, collateral agreement or condition affecting this Agreement of the Property other than expressed herein.

## 29. Tender

- (a) Any tender of documents or moneys hereunder may be made upon the solicitor acting for the party upon whom tender is desired, and it shall be sufficient that a negotiable, certified cheque or bank draft may be tendered instead of cash.

## 30. Time of Essence

- (a) Time shall be of the essence of this Agreement.

## 31. Planning Act

- (a) This Agreement shall be effective only if the provisions of Section 50 of the *Planning Act*, R.S.O. 1990, c.P.13, as amended are complied with.

## 32. Notices

- (a) All notices in this Agreement shall be in writing and shall be deemed to have been given if delivered by hand or mailed by ordinary mail, postage prepaid, addressed to the solicitor for the person to whom such notice is intended to be given at the following address:

**Solicitors for the Vendor:**

Duncan, Linton LLP  
 ATTENTION: Patrick J. Kraemer  
 45 Erb Street West  
 Waterloo, ON N2J 4B5  
 Fax: (519) 886-8651

with a copy delivered to:

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

**Solicitors for the Purchaser:**

Jenkins & Gilvesy Law Firm  
 ATTENTION: Lisa Gilvesy  
 107 Broadway, Box 280  
 Tillsonburg, ON N4G 4H5  
 Fax: (519) 842-3394

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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.

33. Successors and Assigns

- (a) The Purchaser shall be permitted to assign all of its right, title and interest in and to this APS with the Vendor's written approval, which shall not be unreasonably withheld, including assignment to another corporation with the same shareholders as the Purchaser. Subject to the restrictions in the preceding sentence, the Vendor agrees to engross the Transfer/Deed of Land as directed by the Purchase on the completion Date as the Purchaser may elect, and the Vendor agrees to complete the transaction contemplated by this APS on the Completion Date with such assignee or nominee. The Purchaser is released from all liability hereunder, if it assigns its interest in this APS. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

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;
  - ~~(iii) Schedule "C" Development Covenants.~~

35. 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.

36. 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.


37. 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.

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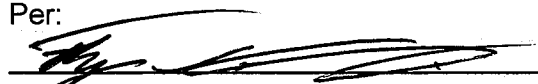
Seller's Initials \_\_\_\_\_

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

Dated at Tillsonburg, Ontario this 19 day of January, 2020. 

\*\*

Per:



Name: Tyson Van Leeuwen

Title: President

\_\_\_\_\_  
Name:

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 \_\_\_\_\_, 2020.

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

**The Corporation of the Town of  
Tillsonburg**

\_\_\_\_\_  
Stephen Molnar  
Mayor

\_\_\_\_\_  
Michelle Smibert  
Clerk

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

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**SCHEDULE "B" – PURCHASER CONDITIONS**

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

(a) \*\*

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**SCHEDULE "C"**  
**DEVELOPMENT COVENANTS**

1. ~~The Purchaser acknowledges and agrees that the parcel being purchased will be required to be merged with the adjacent property upon completion of the transaction.~~
  
2. ~~Assignment of Covenants~~
  - (a) ~~The Owner acknowledges and agrees that the covenants and restrictions herein shall run with the title to the Property. The Owner, for itself, its successors, heirs, and assigns in title from time to time of all or any part or parts of the Property will observe and comply with the stipulations, restrictions, and provisions herein set forth (the "Restrictions"), and covenants that nothing shall be erected, fixed, placed or done upon the Property or any part thereof in breach or in violation or contrary to the Restrictions or the provisions of the agreement of purchase and sale between the Owner and the Town of Tillsonburg and that the Owner will require every subsequent purchaser or every successor in title to assume and acknowledge the binding effect of this document, as well as, covenant to observe and comply with the Restrictions and other covenants herein, and the surviving provisions of this Agreement of Purchase and Sale.~~
  
3. ~~Force Majeure~~
  - (a) ~~If the Owner shall be unable to fulfill, or shall be delayed or restricted in fulfilling any of the obligations set out herein due to any act or neglect of the Town of Tillsonburg or any of its employees, or due to strikes, walkouts, lockouts, fire, unusual delay by common carriers, or by any other cause beyond the Owner's reasonable control, then the time for fulfilling any such obligations shall be extended for such reasonable time as may be required by the Owner to fulfill such obligation.~~
  
4. ~~Right to Waive~~
  - (a) ~~Notwithstanding anything herein contained, the Town of Tillsonburg and its successors shall have the power by instrument or instruments in writing from time to time to waive, alter or modify the herein covenants and restrictions with respect to their application to any part of the Property without notice to or approval from the Owner or notice to or approval from the owners of any other adjacent or nearby lands.~~

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**CORPORATION OF THE TOWN OF TILLSONBURG**

**BY-LAW 2021-\_\_\_\_**

**A BY-LAW to authorize an agreement of purchase and sale with Trevor and Lynn Mudford.**

**WHEREAS** the Town of Tillsonburg is desirous of entering into an agreement of purchase and sale for lands described as part of Lot 22, Plan 966, and more specifically described as Part 1 on the draft reference plan.

**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 part of Lot 22, Plan 966, and more specifically described as Part 1 on the draft reference plan, 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 this By-Law shall come into full force and effect upon passing.

**READ A FIRST AND SECOND TIME THIS 25th day of JANUARY, 2021.**

**READ A THIRD AND FINAL TIME AND PASSED THIS 25th day of JANUARY, 2021.**

---

MAYOR – Stephen Molnar

---

TOWN CLERK – Michelle Smibert

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

BETWEEN:

**THE CORPORATION OF THE TOWN OF TILLSONBURG**

(the "Vendor")

-and-

**Trevor and Lynn Mudford**

(the "Purchaser")

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

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

**SECTION I - GENERAL**

1. The Purchaser agrees to purchase the Property and the Vendor agrees to sell the Property according to the terms of this Agreement.
2. In consideration of the agreement referred to in the preceding paragraph, the Purchaser shall pay to the Vendor a Purchase Price calculated at **\$1.86 per square foot**. The estimated area of the Property is **2,574 square feet** and the estimated total Purchase Price is **Four Thousand, Seven Hundred and Eighty Seven Dollars (\$4,787.64)**. The final total Purchase Price shall be determined by the actual lot area of the Property confirmed by an Ontario Land Surveyor. The final total Purchase Price shall be adjusted based on the determined actual lot area.
3. The Purchase Price shall be paid as follows:
  - (a) **Five Hundred Dollars (\$500.00)** deposit is payable by the Purchaser by certified cheque upon Acceptance of this Agreement, to be held on an interest free basis by the Solicitor 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 or bank draft.

**SECTION II - PURCHASE OF PROPERTY**

4. Irrevocable Date
  - (a) This APS shall be irrevocable and open for acceptance by the Vendor until 6:00 p.m. on the **27<sup>th</sup> day of January, 2021** ("Acceptance"), and when accepted shall constitute a binding contract of purchase and sale, otherwise the APS shall be null and void and all deposit monies paid shall be returned to the Purchaser without deduction.
  - (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.

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- (c) The parties agree and acknowledge that negotiation of this APS is not a valid and binding agreement until accepted by the Council of The Corporation of the Town of Tillsonburg. The Chief Administrative Officer of the Town of Tillsonburg, or his or her designate, shall negotiate the terms of this APS in good faith. However, the negotiation of the terms of this APS by the Chief Administrative Officer of the Town of Tillsonburg, or his or her designate, in no ways binds The Corporation of the Town of Tillsonburg until such time as this APS is authorized and approved by the Council of The Corporation of the Town of Tillsonburg.
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.
6. Deed/Transfer
- (a) The Vendor agrees to deed or transfer the Property to the Purchaser subject to the terms of this Agreement.
7. Completion Date
- (a) The closing of this transaction shall take place on **March 10, 2021**, or such other date as mutually agreed upon (the "Completion Date") at which time possession of the Property in "as is, where is" condition shall be given to the Purchaser other than as provided in this APS. The Vendor acknowledges that it has the right and authority to sell the Property.
8. Documents, Reports and Information
- (a) The Vendor will produce and deliver to the Purchaser **by February 10, 2021** 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 an "as is" condition and that it must satisfy itself **by February 10, 2021** regarding the condition of the Property including, but not limited to, all existing physical conditions of this Property, environmental conditions, fitness for any purpose, suitability for construction, soil bearing capacity for any building proposed, and the availability of municipal services and utilities necessary for the Purchaser's proposed use of the Property. The Purchaser acknowledges that the Vendor shall not be responsible for any physical deficiencies of the Property or for any past, present or future environmental liabilities and hereby waives any claims against the Vendor in respect of any environmental liabilities on the Property. The Purchaser agrees to sign a release and indemnity in favour of the Vendor on or before closing with respect to matters set out in the preceding sentence. If the Purchaser is for any reason whatsoever dissatisfied with the Property, it shall deliver written notice to that effect to the Vendor by no later than the time specified herein, and this Agreement shall be terminated and the deposit shall be returned to the Purchaser without interest or deduction. If the Vendor is notified that the condition of the Property is not satisfactory, then the Purchaser shall, prior to receiving its deposit monies back and prior to being entitled to a full release from the Vendor with respect to this Agreement, restore the Property to its original condition as it existed prior to such testing or inspection by the Purchaser, at the Purchaser's sole expense. If the Purchaser fails to deliver written notice to the Vendor within the time specified herein regarding this condition, this condition shall be deemed to have been waived by the Purchaser.
10. Other Conditions
- (a) This APS and completion of this transaction is subject to the conditions set out in Schedules "A", "B", and "C".

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## 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.

## 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. Development Covenants and Restrictions

- (a) The Property shall be subject to the development covenants and restrictions more particularly set out in Schedule "D" attached to this APS, which shall survive the completion of this transaction and run with the Property. The development covenants and restrictions shall be registered on title by the Vendor. In the event that the said covenants and restrictions are not registered on title to the Property on or before closing, the Purchaser covenants and agrees to consent to the registration of the covenants and restrictions after closing.

## 16. Property Not for Resale

- (a) **The Purchaser covenants that it is purchasing the Property for the purpose of consolidating the parcel with the Purchaser's adjoining property and not for the purpose of resale of vacant land.**

## SECTION IV - PRIOR TO COMPLETION DATE

## 17. 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.

## 18. 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. 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.

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## SECTION V - COMPLETING THE TRANSACTION

## 19. 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.

## 20. Electronic Registration

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

## 21. Survey or Reference Plan

- (a) The parties acknowledge that a survey, **at the Purchaser's expense**, is required and a Reference Plan may be registered on title and may be used to provide a registrable description of the Property and any easements.

## 22. Letters and Reports from Officials of the Vendor

- (a) On or before the requisition date, the Vendor agrees to provide to the Purchaser, if requested, at the Vendor's expense, letters or reports from the Building and Zoning Department of the Town of Tillsonburg and the Fire Chief of the Town of Tillsonburg regarding the status of compliance with all codes, by-laws, rules and regulations with respect to the Property and any buildings located thereon.

## 23. Examination of Title

- (a) Title to the Property shall be good and marketable and free from all encumbrances except for any service easements or rights-of-way to be reserved in favour of the Vendor and for any easements or rights-of-way registered on title and any minor encroachments shown on the survey or Reference Plan delivered to the Purchaser. Any required easement shall be in the form set out in Schedule "C".
- (b) The Purchaser is allowed **until February 24, 2021** to examine the title to the Property. If on or before this date the Purchaser furnishes the Vendor in writing with any valid objections: to the title; to any undisclosed outstanding work orders; to undisclosed non-compliance with the municipal by-laws or covenants and restrictions which run with the land and cannot be resolved before the Completion Date; as to any objection of which the Vendor shall be unable to remedy or correct by the Completion Date and which the Purchaser will not waive, then this APS shall, notwithstanding any intermediate acts or negotiations, be terminated and the deposit shall be returned to the Purchaser without deduction and the Vendor and the Purchaser shall not be liable for any costs, damages, compensation or expenses.

## 24. Vendor to Discharge all Encumbrances

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

## 25. 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.

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- (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.

26. Deliveries by the Vendor To The Purchaser on Closing

- (a) The Vendor covenants and agrees to deliver to the Purchaser on the Completion Date, all such deliveries to be a condition of the Purchaser's obligation to close this transaction, the following:
- (i) a deed/transfer of the Property;
  - (ii) any survey or reference plan of the Property in the possession of the Vendor;
  - (iii) a Statutory Declaration by an authorized officer of the Vendor stating that accurateness and truthfulness of all of the representations and warranties;
  - (iv) a Statutory Declaration by an authorized officer of the Vendor as to possession of the Property in a form acceptable to the solicitors for the Purchaser;
  - (v) a Statutory Declaration by an authorized officer of the Vendor that it is not now, and upon completion will not be, a "non-resident person" within the meaning and for the purpose of Section 116 of the *Income Tax Act*, R.S.C., 1985, c. 1 (5th Supp.) as amended;
  - (vi) certified copies of all appropriate certificates, by-laws and other documents of Vendor authorizing the transaction herein; and
  - (vii) such further documentation and assurances as the Purchaser may reasonably require to complete the transaction contemplated by the APS.

27. Harmonized Sales Tax

- (a) The parties hereto acknowledge and agree that the transaction contemplated herein is subject to the Harmonized Sales Tax (HST) under the *Excise Tax Act*, R.S.C., 1985, c. E-15 (the "Act") and that the Purchase Price does not include HST. 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;
    - (4) an indemnity, indemnifying and saving harmless the Vendor from any HST payable on this transaction and penalty and interest relating to HST; and
    - (5) a notarial true copy of its HST registration confirmation.

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**SECTION VI - MISCELLANEOUS**

## 28. Entire Agreement

- (a) There is no representation, warranty, collateral agreement or condition affecting this Agreement of the Property other than expressed herein.

## 29. Tender

- (a) Any tender of documents or moneys hereunder may be made upon the solicitor acting for the party upon whom tender is desired, and it shall be sufficient that a negotiable, certified cheque or bank draft may be tendered instead of cash.

## 30. Time of Essence

- (a) Time shall be of the essence of this Agreement.

## 31. Planning Act

- (a) This Agreement shall be effective only if the provisions of Section 50 of the *Planning Act*, R.S.O. 1990, c.P.13, as amended are complied with.

## 32. Notices

- (a) All notices in this Agreement shall be in writing and shall be deemed to have been given if delivered by hand or mailed by ordinary mail, postage prepaid, addressed to the solicitor for the person to whom such notice is intended to be given at the following address:

**Solicitors for the Vendor:**

Duncan, Linton LLP  
 ATTENTION: Steven Ross  
 45 Erb Street West  
 Waterloo, ON N2J 4B5  
 Fax: (519) 886-8651

with a copy delivered to:

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

**Solicitors for the Purchaser:**

ATTENTION:  
 Michael G. Szorenyi  
 Gibson Bennett Groom & Szorenyi  
 36 BROADWAY, TILLSONBURG N4G 3P1  
 Fax: (519)842-8001

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.

## 33. Successors and Assigns

- (a) The Purchaser shall be permitted to assign all of its right, title and interest in and to this APS with the Vendor's written approval, which shall not be unreasonably withheld, including assignment to another corporation with the same shareholders as the Purchaser. Subject to the restrictions in the preceding sentence, the Vendor agrees to engross the Transfer/Deed of Land as directed by the Purchase on the completion Date as the Purchaser may elect, and the Vendor agrees to complete the transaction contemplated by this APS on the Completion Date with such assignee or nominee. The Purchaser is released from all liability hereunder, if it assigns its interest in this APS. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

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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;
- (iii) Schedule C" Easement; and,
- (iv)

35. 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.

36. 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.

37. 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.

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IN WITNESS WHEREOF the Purchaser has executed this Agreement:

Dated at Tillsonburg, Ontario this 19 day of January, 2021.

\*\*

Per: Lynn Mudford

Name: Lynn Mudford

Title: Town Manager

Name: Trevor Mudford

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 \_\_\_\_\_, 2021.

IN WITNESS WHEREOF the Vendor has executed this Agreement:

**The Corporation of the Town of  
Tillsonburg**

\_\_\_\_\_  
Stephen Molnar  
Mayor

\_\_\_\_\_  
Michelle Smibert  
Clerk

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

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**SCHEDULE "B" – PURCHASER CONDITIONS**

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

(a) \*\*

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**SCHEDULE "C" - EASEMENT****TERMS AND PROVISIONS OF THE EASEMENT:**

1. The Owner hereby grants, conveys and confirms to The Corporation of the Town of Tillsonburg (the "Town"), its successors and assigns, in perpetuity, the free, uninterrupted and undisturbed right and easement to enter upon the lands herein described at any time for the purposes of constructing, installing and maintaining all municipal services of any kind (including water distribution pipes and sanitary and storm sewers) in, under, over and upon the said lands, and with the further and continuing right to the Town, its successors and assigns, and its servants, agents and workers to enter upon the lands at any time to construct, repair, correct, operate, replace and maintain at all times in good condition and repair the municipal services and for every such purpose the Town shall have access to the said lands at all times by its agents, servants, employees and workers.

2. The Town covenants and agrees that, upon completion of any work undertaken hereunder, the Town will restore the areas of land upon which it has performed work to the same condition as that in which the lands were found prior to the commencement of the work.

3. The Owner covenants with the Town to keep the lands herein described free and clear of any trees, buildings, structures or other obstructions which may limit the use, operation, repair, replacement or maintenance of the easement and to use the lands herein described only in a manner and for purposes not inconsistent with the exercise of the rights created by this indenture and without limiting the generality of the foregoing, only as a yard, lawn, garden, flowerbed, roadway, driveway or parking area and the Owner agrees not to do or suffer to be done anything which might injure any of the works of the Town hereon.

The term "building" as set out herein shall specifically include any window sills, chimney breasts, cornices, eaves or other architectural features projecting from the first floor of the building but shall not include window sills, chimney breasts, cornices, eaves or other architectural features projecting from the second floor of the building by less than two (2) feet and such second floor projections shall be specifically authorized and allowed to encroach upon the lands herein described.

4. The Town, by the acceptance and registration of the within easement, agrees to be bound by the terms and provisions contained herein.

5. The burden and benefit of this easement shall run with the lands herein described and shall extend to and be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

6. This is an easement in gross.

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**THE CORPORATION OF THE TOWN OF TILLSONBURG**

**BY-LAW 2021-\_\_\_**

**A BY-LAW to enter into an Airport Hanger Land Lease Agreement with Escalade Property Corp.**

**WHEREAS** the Corporation of the Town of Tillsonburg is desirous of entering into an Airport Hanger Land Lease Agreement with Escalade Property Corp. to permit the construction of a 3,600 square foot hangar at the Tillsonburg Regional Airport along existing Taxiway G1 Lot 5.

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

1. THAT the lease agreement attached hereto forms part of this by-law;
2. THAT the Mayor and Clerk be hereby authorized to execute the attached lease agreement on behalf of the Corporation of the Town of Tillsonburg.
3. THAT this By-Law shall come into full force and effect on the day of passing.

**READ A FIRST AND SECOND TIME THIS 25th day of JANUARY, 2021.**

**READ A THIRD AND FINAL TIME AND PASSED THIS 25th day of JANUARY, 2021.**

---

MAYOR – Stephen Molnar

---

TOWN CLERK – Michelle Smibert



## TILLSONBURG AIRPORT HANGAR LEASE

This Lease is made this 5th day of November, 2020 (the "Effective Date").

### B E T W E E N

THE CORPORATION OF THE TOWN OF TILLSONBURG

(the "Landlord")

- and -

Escalade Property Corp.  
Jonathan Leahy  
PO Box 37, Lambeth Station  
London, ON  
N6P 1P9

(the "Tenant")

**WHEREAS** the Landlord owns all and singular that certain parcel or tract of land and premises situated, lying and being in the Township of South West Oxford in the County of Oxford, being comprised of:

PT LT 3-4 CON 7 DEREHAM; LT 5-6 CON 7 DEREHAM; PT LT 7 CON 7 DEREHAM PT 1, 2, 3, 4 & 5, 41R2877, PT 2 & 3, 41R2714, PT 1, 2 & 3, 41R4343, PT 1, 2, 3 & 4, 41R4545; S/T 406551; SOUTH-WEST OXFORD;

PIN: 00016-0089 (LT); LRO #41;

municipal address being 244411 Airport Road, Tillsonburg, ON N4G 4H1;

referred to herein as the "Property", the "Airport" or the "Tillsonburg Airport" upon which is located the Tillsonburg Airport which is owned and operated by the Landlord.

In consideration of the covenants, agreements, warranties and payments herein set forth and provided for, the sum of two dollars (\$2.00) paid by each party to the other and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto respectively covenant and agree as follows:

### 1. LEASED PREMISES

- (1) The Leased Premises shall consist of a portion of the Tillsonburg Airport identified as Taxiway G1 Lot 5 on the plan attached as Schedule "A", being the area upon which the Tenant's airplane hangar shall be located plus one (1) metre of land extended beyond the exterior perimeter of the Tenant's airplane hangar building (the "Leased Premises").
- (2) Notwithstanding the above, the Landlord reserves the right to assign an alternate lot to the Tenant on thirty (30) days' written notice at any time prior to the commencement of construction of the Tenant's hangar.
- (3) The Landlord covenants and agrees to the construction by the Tenant of an airplane hangar on the Leased Premises being a Hangar, (the "Hangar") subject to the provisions of Schedule "B". The Tenant shall complete the construction of the Hangar at its sole cost and expense.
- (4) The Landlord covenants and agrees that the Hangar on the Leased Premises is not owned by the Landlord but is owned by the Tenant.

### 2. GRANT OF LEASE

- (1) The Landlord leases the Leased Premises to the Tenant:
  - (a) at the Rent set forth in Section 3;
  - (b) for the Term set forth in Section 4; and
  - (c) subject to the conditions and in accordance with the covenants, obligations and agreements herein including schedules.
- (2) The Landlord covenants that it has the right to grant the leasehold interest in the Leased Premises free from encumbrances except as disclosed on title.

### 3. RENT

- (1) Rent means the amounts payable by the Tenant to the Landlord pursuant to this Section and includes Additional Rent.
- (2) The Tenant covenants to pay to the Landlord, during the Term of this Lease rent as

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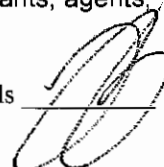


follows (the "Base Rent"): for every year of the Term, the total sum of \$1080.00 per annum (based upon \$0.30 per square foot of Hangar building area) plus H.S.T., and any other applicable services tax which may accrue on account of the Landlord collecting rent, payable yearly in advance. Base Rent shall commence on the first day of the Term. If the first day of the Term is not January 1<sup>st</sup> then Base Rent for the first year of the term shall be prorated until December 31 of the initial year. Base Rent shall then be due on 1<sup>st</sup> day of the year commencing on January 1<sup>st</sup>, 2021 and every 1<sup>st</sup> day of January thereafter. The Parties further agree that the Landlord may, in their sole and absolute discretion, increase the Base Rent annually in accordance with the Town of Tillsonburg Rates and Fees Bylaw, as amended. If the square footage of the Hangar on the Leased Premises expands then the Base Rent shall accordingly increase in proportion to the additional square footage.

- (3) The Tenant further covenants to pay all other sums required by this Lease to be paid by it and agrees that all amounts payable by the Tenant to the Landlord or to any other party pursuant to the provisions of this Lease shall be deemed to be additional rent ("Additional Rent") whether or not specifically designated as such in this Lease.
- (4) The Landlord and the Tenant agree that it is their mutual intention that this Lease shall be a completely carefree net lease for the Landlord and that the Landlord shall not, during the Term of this Lease, be required to make any payments in respect the Leased Premises other than charges of a kind personal to the Landlord (such as income and estate taxes and mortgage payments) and to effect the said intention of the parties the Tenant promises:
  - (a) to pay as Additional Rent: business taxes, real estate taxes and licenses if applicable;
  - (b) to pay all annual fees in accordance with the Town of Tillsonburg Rates and Fees Bylaw, as amended, as Additional Rent for such expenses incurred by the Landlord for the maintenance and servicing of the Airport; and,
  - (c) to pay the Landlord a one-time capital recovery charge, based on actuals, for the Landlord to construct the associated hangar apron, if applicable; and,
  - (d) to pay for or provide servicing and maintaining the Leased Premises and the Hangar and shall include the following:
    - (i) all utilities and services including, but not limited to, electricity, water, sewage, natural gas and propane. The Tenant acknowledges that connection fees for utilities and services are entirely at the Tenant's cost. Further, the Tenant acknowledges that nothing in this Lease, including in this article, is a warranty, covenant or representation by the Landlord to provide connections, utilities or services to the Leased Premises or that the services or utilities can be extended to the Leased Premises;
    - (ii) snow removal and landscaping on the Leased Premises including cutting the grass and weed control of the Leased Premises including the one (1) metre area around the perimeter of the Hangar;
    - (iii) all repair, service and maintenance to the Hangar including reasonable wear and tear; and,
    - (iv) to pay airport infrastructure fees in accordance with the Town of Tillsonburg Rates and Fees Bylaw, as amended.
- (5) The Tenant hereby agrees to indemnify and protect the Landlord from any liability accruing to the Landlord in respect of the expenses payable by the Tenant as provided for herein.
  - (i) The Tenant on behalf of itself/himself/herself/themselves, its/his/her/their heirs, executors, administrators and assigns, including its/his/her/their successors in title, hereby covenants and agrees to indemnify and save harmless the Landlord from all actions, cause of actions, suits, claims, demands, damages, losses, costs, charges and expenses of every nature and kind whatsoever by whomsoever made brought or prosecuted, including legal fees, which the Landlord may incur or have to pay, which may arise either directly or indirectly by reason of any activity, actions, performance, negligence or non-performance of the Tenant, its employees, servants, agents, contractors, subcontractors, architect, landscape architect, engineer, surveyor, planner, consultant, project manager or any other person the Tenant is responsible for at law during the duration of this Agreement; in executing the Works under this Agreement; by reason of installation of any Works required under this Agreement; by the failure of the Tenant to complete the installation of the Works required under this Agreement; because of or on account of the ownership, construction, use existence, or maintenance of the property described in the Agreement; by the exercise of the Tenant's powers under this Agreement; the construction, maintenance or the improper or inadequate construction, installation and/or maintenance of the Works; any act or omission of said parties while undertaking the Works; or by reason of the neglect of the Tenant or its employees, servants, agents,

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contractors, subcontractors or others for whom the Tenant is responsible at law.

- (ii) Without limiting the generality of the foregoing, the Tenant agrees to indemnify and save harmless the Landlord for any issues related to the alteration of any grade or existing level construction, the maintenance or repair of any taxiway within the Airport, or by reason of the failure, neglect or omission of the Tenant to do anything agreed to be done pursuant to this Agreement or by reason of any act or omission of the Tenant, including failure of the Tenant to comply with the *Construction Act*.
- (6) Additional Rent shall be payable yearly in advance on the same dates stipulated for payment of Base Rent in Section 3 (2).
- (7) All payments to be made by the Tenant pursuant to this Lease are to be in Canadian funds by bank draft, money order or cheque payable to the Landlord and shall be delivered to the Landlord at the Landlord's address for service set out in Section 17 or to such other place as the Landlord may from time to time direct in writing.
- (8) All Rent in arrears and all sums paid by the Landlord for expenses incurred which should have been paid by the Tenant shall bear interest from the date payment was due, or made, or expense incurred at a rate per annum equal to the prime commercial lending rate of the Landlord's bank plus two (2) per cent.
- (9) The Tenant acknowledges and agrees that the payments of Rent and Additional Rent provided for in this Lease shall be made without any deduction for any reason whatsoever unless expressly allowed by the terms of this Lease or agreed to by the Landlord in writing and no partial payment by the Tenant which is accepted by the Landlord shall be considered as other than a partial payment on account of Rent owing and shall not prejudice the Landlord's right to recover any Rent owing.

#### 4. TERMS AND POSSESSION

- (1) The Tenant shall have possession of the Leased Premises for a period of twenty years, two month (the "Term"), commencing on the 5<sup>th</sup> day of November 2020 and ending on the 1<sup>st</sup> day of January, 2041.
- (2) The Tenant shall pay any and all connection costs for hydro, gas, water, heating, air-conditioning and for all other services and utilities as may be provided to the Leased Premises. The Tenant shall arrange with the local authority for connection of gas, electricity and water in the name of the Tenant. Nothing in this paragraph or lease is a warranty or representation by the Landlord that any utilities or services are extended to the Leased Premises or can be extended to the Leased Premises.
- (3) Subject to the Landlord's rights under this Lease, and as long as the Tenant is in good standing, the Landlord covenants that the Tenant shall have quiet enjoyment of the Leased Premises during the Term of this Lease without any interruption or disturbance from the Landlord or any other person or persons lawfully claiming through the Landlord.

#### 5. ABATEMENT OF RENT DURING CONSTRUCTION PERIOD

- (1) So long as the Lease has been fully executed, the Tenant has provided the Landlord with proof of the Tenants insurance, and the Tenant has paid the first and last month's Rent to be held as a deposit, the Landlord shall provide the Tenant with possession of the Leased Premises for a period of up to six (6) months commencing on the Effective Date for the purposes of constructing the Hangar on the Leased Premises. All terms of the Lease shall be applicable from the Effective Date save and except for the payment of Rent, Base Rent and Additional Rent which shall be payable as of the first day of the month of occupancy of the Hangar or the expiry of the six (6) month construction period whichever occurs first.
- (2) In the event the Tenant has not completed construction of the Hangar within the six (6) month construction period, the Landlord, in its sole and absolute discretion, may extend the construction period upon written request of the Tenant or terminate this Lease of which then the Tenant's deposit provided in Section 5 (1) would be forfeited.

#### 6. ASSIGNMENT

- (1) The Tenant shall not assign this Lease or sublet the whole or any part of the Leased Premises unless they first obtain the consent of the Landlord in writing, which consent shall not unreasonably be withheld and provided the sub-Tenant and/or assignee signs a written acknowledgement that he/she will be bound by the terms, conditions and rules as provided for in this Lease. The Tenant hereby waives its right to the benefit of any present or future Act of the Legislature of Ontario which would permit the Tenant to assign this Lease or sublet the Leased Premises without the Landlord's consent.

Landlord's Initials \_\_\_\_\_

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- (2) The consent of the Landlord to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting.
- (3) Any consent given by the Landlord to any assignment or other disposition of the Tenant's interest in this Lease or in the Leased Premises shall not relieve the Tenant from its obligations under this lease, including the obligation to pay Rent, Base Rent and Additional Rent as provided for herein.
- (4) If all or more than 50% of the shares in the Tenant should be sold, assigned or transferred in any manner to a person other than the Tenant, then such transferee shall be bound by the terms and conditions of this Lease.

## 7. USE

- (1) During the Term of this Lease the Leased Premises shall not be used for any purpose other than as an aircraft hangar for the storage, repair and operation of airplanes, without the express consent of the Landlord given in writing. The Tenant shall not construct a new hangar or any other building on the Leased Premises except in accordance to the terms of this Lease.
- (2) The Tenant shall not do or permit to be done at the Leased Premises anything which may:
  - (a) contravene any Airport use, standards, or tenant policy as established by the Landlord from time to time;
  - (b) cause damage to the Leased Premises;
  - (c) cause injury or annoyance to occupants of neighbouring premises;
  - (d) make void or voidable any insurance upon the Leased Premises;
  - (e) constitute a breach of any by-law, status, order or regulation of any municipal, provincial or other competent authority relating to the Tillsonburg Airport, the Leased Premises including any septic bed or other property, equipment or appurtenances; and,
  - (f) create an environmental hazard. The Tenant shall not store, allowed to be stored or do anything that creates hazardous waste or toxic material as defined by the Environmental Protection Act or any related or successor legislation. If an order is made by any level of government, including all agencies, crown corporations, municipal bodies, or a court is made as a result of the Tenant's, or its servants, directors, employees, invitees, customers or agents, actions or inaction under this Article or Article 7(2)(e) above or as a result of the septic bed system used by the Tenant then the Tenant shall satisfy the terms of such order including, but not limited to, paying all costs of the work required and shall indemnify and save the Landlord harmless from any costs, including legal costs, if the Landlord suffers any damages or pays any costs associated with such order.
- (3) The Tenant shall:
  - (a) not interfere in the use of the Airport or any other use of the Property. The Tenant acknowledges that there are other uses of the Property and it shall not interfere in any other use of the Property. The Tenant further acknowledges that there are other Tenants and users of the Airport and it shall not unreasonably interfere in the use or operation of the Airport in any manner nor shall it do, or allow to be done by any of its invitees, customers, employees or agents, anything that would cause or constitute a nuisance, safety violation or hazard to any other Tenant or any user of the Airport who are acting reasonably;
  - (b) comply with all federal and provincial transportation guidelines, regulations, rules, by-laws, statutes, directives and any other such matter that governs the flight, use or operation of aircraft;
  - (c) not block or obstruct the taxiways or runway and permit the ingress and egress to adjacent hangars, aprons and parking areas;
  - (d) not conduct any major repairs to any motor vehicle of any kind other than an aircraft or any vehicle or machinery ancillary to or connected with aircraft;
  - (e) not perform aircraft repair or maintenance outside of the Leased Premises;
  - (f) not start any aircraft in the Hangar;
  - (g) not store any items on the Leased Premises, surrounding Property or in the Hangar other than aircraft and related aircraft items except as specifically permitted in this agreement;
  - (h) not store any flammable products inside the Hangar or on the Leased Premises with the exception of fuel or necessary aircraft related products;
  - (i) notify the Landlord of any public activities and/or events no less than thirty (30) days before such activity and/or event with approval by the Landlord, in its sole and absolute discretion and such approval not to be unreasonably withheld;
  - (j) comply with all rules and regulations of the Airport and ensure the compliance of all the Tenant's contractors, employees, agents, customers and invitees; and,
  - (k) provide proof of documentation showing current and proper insurance coverage of any aircraft stored inside the Hangar.

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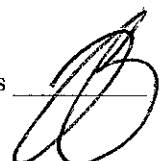
- (4) The Tenant covenants and agrees that the Landlord may require the adjustment in the Airport leases and as such may demand the Tenant move the Hangar and the location of the Leased Premises. The Landlord shall compensate the Tenant for any expenses in moving the Hangar as agreed between the Parties.
- (5) The Tenant shall be permitted to construct and maintain one (1) aircraft hangar (the "Works") on the Leased Premises as follows:
- (a) the dimensions of the Hangar shall be 60 feet by 60 feet for a total floor area of 3,600 square feet;
  - (b) the style of the Hangar shall be either a pole barn style building or a metal frame building;
  - (c) the siding, siding colour, roof colour, hanger number, and height of the building will be maintained in accordance with current Airport standards as approved by the Landlord;
  - (d) the hangar apron shall be constructed of a hard surface (i.e. asphalt or concrete) with a minimum 300mm (12") structural sub-base to the satisfaction of the Landlord;
  - (e) any construction or renovation shall comply with the construction requirements of the Landlord in its sole and absolute discretion including the construction requirements detailed in Schedule "B" to this Lease and all applicable building code standards and by-laws of the municipality in which the Leased Premises are located and any federal or provincial statutes, rules or regulations;
  - (f) prior to the commencement of construction, the Tenant shall submit, at its sole cost, a site plan and drainage/grading plan which shall include, but not limited to, the information required in this Article 7(5) of this Lease and the proposed floor elevation, which all shall be subject to the approval of the Landlord;
  - (g) the Tenant agrees to maintain the lot grading during and after construction and erection of the Hangar and shall comply with the lot grading and drainage requirements of the Landlord at the sole cost of the Tenant;
  - (h) obtain all necessary permits, as applicable, at the expense of the Tenant; and,
  - (i) the Tenant shall be responsible for and pay the cost of all repair, renovation, and maintenance and nothing in this Lease shall render the Landlord responsible for any such costs.
- (6) The Landlord acknowledges that it has granted access to the Tenant for the Tenant to maneuver its aircraft from the Hangar to the adjacent taxiway and runway of the Airport. Further, the Landlord hereby grants to the Tenant, its successors and assigns, free and uninterrupted access in, over, upon, across or through the Hangar apron area, defined as 6 metres wide and 26 metres from the front of the Hangar to the adjacent taxiway. The Landlord grants to the Tenant the right to enter upon the Hangar apron area at all times and to pass and re-pass thereon as may be required by the Tenant, and its licensees, successors, assigns, servants, agents, employees and contractors including all necessary vehicles, equipment and machinery, from time to time, for the purposes of installing, maintaining, replacing, and reconstructing a suitable surface treatment to the Hangar apron as approved by the Landlord in its sole and absolute discretion. Any cost of installing, removing, maintaining, replacing and/or reconstructing the Hangar apron shall be at the sole expense of the Tenant without contribution of the Landlord. The Tenant covenants that it shall not conduct such work to the Hangar apron without first obtaining the consent of the Landlord and such consent shall not be unreasonably withheld. The Tenant hereby releases the Landlord from any and every claim which may or might arise out of the proper exercise by the Tenant of any of the rights granted herein.

## 8. CONSTRUCTION IMPLEMENTATION SCHEDULE

- (1) The Tenant hereby undertakes to complete the work herein in accordance with the timeframes set out in the Schedule "C" (the "Construction Schedule"). The Tenant shall submit a proposed construction schedule which shall be subject to amendments and approval by the Landlord and attached hereto as Schedule "C". A variance to the timeframes will only be allowed if approved in writing by the Landlord. Failure to comply may result in the Tenant being in default of this Agreement and the Landlord may seek remedy pursuant to this Agreement.
- (2) The Landlord approved work shall be carried out by the Tenant in a proper and professional manner so as to do as little damage or disturbance as possible to the Airport lands or the Airport's infrastructure. The Tenant shall repair and make good all damage and disturbance that may be caused to the Airport lands or the Airport's infrastructure, to the satisfaction of the Landlord, acting reasonably, at the sole expense of the Tenant.
- (3) During construction, the works to be carried out by the Tenant, shall be maintained in all respects in a state of good repair by the Tenant, including keeping the site in a sound, neat, safe and clean condition to the satisfaction of the Landlord. If the site is not kept in a state of good repair, upon seven (7) business days written notice to the Tenant (or such shorter time as may be required in the case of an emergency or other urgent matters or

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as otherwise provided herein), the Landlord shall have the right to do any work necessary to fulfill this condition and all costs incurred by the Landlord shall be recovered from the Tenant and may be recovered as Additional Rent.

## 9. REPAIR AND MAINTENANCE

- (1) The Tenant covenants that during the term of this Lease and any renewal thereof, the Tenant shall keep the Leased Premises and Hangar in good condition including all alterations and additions made thereto, and shall, with or without notice, promptly make all needed repairs and all necessary replacements as would a prudent owner. The Tenant shall be responsible for all wear and tear to the Hangar and shall affect all repairs as necessary. Save and except the Landlord's, or its agent's, contractor's and employee's negligence or intentional actions, at no time is the Landlord responsible for any repairs or damage to the Hangar or the Leased Premises.
- (2) The Tenant shall permit the Landlord or a person authorized by the Landlord to enter the Leased Premises including the Hangar to examine the condition thereof and view the state of repair at reasonable times:
  - (a) and if upon such examination repairs are found to be necessary, written notice of the repairs required shall be given to the Tenant by or on behalf of the Landlord and the Tenant shall make the necessary repairs within the time specified in the notice; and,
  - (d) if the Tenant refuses or neglects to keep the Leased Premises including the Hangar in good repair the Landlord may, but shall not be obliged to, make any necessary repairs, and shall be permitted to enter the Leased Premises and Hangar, including by its servants or agents, for the purpose of effecting the repairs without being liable to the Tenant for any loss, damage or inconvenience to the Tenant in connection with the Landlord's entry and repairs. If the Landlord makes such repairs the Tenant shall pay the cost of them immediately as Additional Rent.
- (3) Subject to any renewal, upon the expiry of the Term or other determination of this Lease the Tenant agrees to surrender peaceably the Leased Premises to the Landlord in a state of good repair and subject to the conditions contained in this Article 9(3). The Tenant may remove the Hangar provided the Tenant places the Leased Premises back into a similar condition as it was in prior to the construction of the Hangar even if the construction of the Hangar predated this Lease. At any time during the Term, expiry of the Term, if an Act of Default occurs or upon termination of this Lease if the Tenant is in arrears of any rent whatsoever the Tenant agrees that the Landlord shall be permitted to register such lien on the Hangar under the *Personal Property Security Act* and possession of the Hangar will not be obtained by the Tenant until the lien is paid in full with all accrued interest and legal fees.
- (4) The Tenant shall immediately give written notice to the Landlord of any substantial damage that occurs to the Leased Premises including the Hangar from any cause.
- (5) The Tenant hereby agrees that at no time is the Landlord responsible for any damage, including damage to property or personal injury, as a result of the Tenant's use of the Leased Premises, Airport or Property and the Tenant hereby waives any cause of action in law, equity or by statute as against the Landlord for any loss. The Tenant acknowledges that it shall not institute any claim or make any demand against the Landlord, or anyone that may claim indemnity from the Landlord, for any personal injury or damage to property, including aircraft, as a result of the Tenant's use (including storage) of the Hangar, Airport or Property. The Tenant acknowledges that the use of the Airport, Hangar or Property is at its own risk.
- (6) The Tenant hereby forever releases the Landlord from any and all claims in law, equity or by statute as a result of any intentional or negligent acts of any other Tenant and/or user of the Property and/or Airport, or their agents, contractors, invitees, customers or employees that may cause death, personal injury or property loss to the Tenant or its agents, customers, employees, contractors or invitees.

## 10. ALTERATIONS AND ADDITIONS

- (1) If the Tenant, during the Term of this Lease or any renewal of the Lease, desires to make any alterations or additions to the Leased Premises, including but not limited to; erecting partitions, attaching equipment, and installing necessary furnishings or additional equipment of the Tenant's business but not including erecting a new hangar or any other accessory building, the Tenant may do so at his own expense provided that any and all alterations or additions to the Leased Premises made by the Tenant must comply with any requirement of the Landlord including Schedule "B" and all applicable building code standards and by-laws of the municipality in which the Leased Premises are located and any federal or provincial statutes, rules or regulations.

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- (2) The Tenant shall pay Rent at the rate prescribed in paragraph 3 above based upon the area of the Hangar subsequent to any addition or alteration.
- (3) The Tenant shall be responsible for and pay the cost of any alterations, additions, installations or improvements that any governing authority, municipal, provincial or otherwise, may require to be made in, on or to the Leased Premises.
- (3) No sign, advertisement or notice shall be inscribed, painted or affixed by the Tenant, or any other person on the Tenant's behalf, on any part of the outside of the Hangar unless it is located along the facade of the Hangar's front and provided it complies with the Landlord's signage requirements and with all applicable laws, by-laws and regulations and is in good workmanlike manner. No other sign, advertisement or notice shall be erected unless it has been approved in every respect by the Landlord in writing.
- (4) The Tenant agrees, at its own expense and by whatever means may be necessary, immediately to obtain the release or discharge of any encumbrance that may be registered against the Landlord's property in connection with any additions or alterations to the Leased Premises made by the Tenant or in connection with any other activity of the Tenant.
- (5) The Tenant shall, at his own expense, if requested by the Landlord, remove any or all additions or improvements made by the Tenant to the Leased Premises during the Term and shall repair all damage caused by the installation or the removal or both.
- (6) The Tenant shall not bring onto the Leased Premises or any part of the Leased Premises any machinery, equipment or any other thing that might in the opinion of the Landlord, by reason of its hazardous nature, weight, size or use, damage the Leased Premises or the Property. If the Leased Premises or Property are damaged the Tenant shall restore the Leased Premises or Property immediately or pay to the Landlord the cost of restoring the Leased Premises or Property.

## 11. INSURANCE

- (1) The Tenant covenants to keep the Landlord indemnified and save harmless the Landlord at all times against all claims, suits, procedures, actions and demands (including but not limited to all legal costs) whatsoever and howsoever arising by any person, entity or corporation whether in respect of damage, loss or death to person or property, arising out of or occasioned by the maintenance, use or occupancy of the Leased Premises, Airport and Property or the subletting or assignment of same or any part thereof. And the Tenant further covenants to indemnify the Landlord with respect to any encumbrance on or damage to the Leased Premises occasioned by or arising from the act, default, or negligence of the Tenant, its officers, agents, servants, employees, contractors, customers, invitees or licensees. The Tenant agrees that the foregoing indemnity shall survive the termination of this Lease notwithstanding any provisions of the Lease to the contrary.
- (2) The Tenant shall carry insurance in its own name insuring against the risk of damage to the Tenant's property and the Hangar within the Leased Premises caused by fire or other perils.
- (3) The Tenant shall carry such general liability and property damage insurance including personal injury and property damage coverage with at least two million (\$2,000,000.00) dollars in limits of each occurrence with respect to the Leased Premises and Tenant's occupation of the Leased Premises. Such insurance policy shall contain no airport site exclusion.
- (4) All insurance policies in this Section 11 including this Article shall name the Landlord, where applicable, as an insured and loss payee and the policy shall include a cross-liability endorsement. All policies shall be applicable as primary insurance, taking precedence over any other insurance protection owned by the Landlord. The Tenant shall insure that each insurance policy contains a waiver of subrogation rights which the insurer may have against the Landlord and the persons for whom is legally responsible.
- (5) Upon demand of the Landlord, the Tenant shall provide a copy of any and all policies of insurance including renewals and terms of such policies to the Landlord. If any policy of insurance is canceled the Tenant shall inform the Landlord without delay of such cancellation and shall obtain a replacement policy without delay on the same terms as set out in this Section 11. Under no circumstances shall delivery of and review by the Landlord of any certificate set forth or any insurance policy or any other proof of existence of the insurance coverage release the Tenant of its obligations to take out insurance in strict compliance with the present provisions or constitute a waiver in favour of the Tenant of any of the Landlord's rights.

## 12. ACTS OF DEFAULT AND LANDLORD'S REMEDIES

- (1) An Act of Default has occurred when:

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- (a) the Tenant has failed to pay Rent for a period of 45 consecutive days from the date that payment was required to be paid to the Landlord;
  - (b) the Tenant has breached its covenants or failed to perform any of its obligations under this Lease for a period of 45 consecutive days and:
    - (i) the Landlord has given ten (10) days' notice specifying the nature of the default and the steps required to correct it; and,
    - (ii) the Tenant has failed to correct the default as required by the notice;
  - (c) the Tenant has:
    - (i) become bankrupt or insolvent or made an assignment for the benefit of creditors;
    - (ii) had its property seized or attached in satisfaction of a judgment;
    - (iii) had a receiver appointed;
    - (iv) committed any act or neglected to do anything with the result that a Construction Lien or other encumbrance is registered against the Landlord's property; or,
    - (v) taken action with a view to dissolution or liquidation;
  - (d) any required insurance policy is cancelled or not renewed by reason of the use or occupation of the Leased Premises, or by reason of non-payment of premiums;
  - (e) the Leased Premises:
    - (i) has become vacant or remain unoccupied for a period of 180 consecutive days. For the purposes of this section the Parties agree that the terms "vacant and "unoccupied" shall mean no use or utilization of the Hangar and/or no storage of necessary tools, implements or equipment in the Hangar; or,
    - (ii) is used by any other person or persons, or for any other purpose than as provided for in this Lease without the written consent of the Landlord;
  - (f) failure to install or remedy faulty work,
- if, in the opinion of the Landlord the Tenant:
- i. is not proceeding or causing to be proceeded the works required in connection with this Agreement within thirty (30) days' of notice given; or
  - ii. is improperly performing the works; or
  - iii. has neglected or abandoned before the completion, or unreasonably delayed the same, so that conditions of this Agreement are being violated or carelessly executed or being carried out in bad faith; or
  - iv. has neglected or refused to renew or again perform such work as may be rejected by the Landlord as defective or unsuitable; or
  - v. has defaulted performance of the terms and conditions of this agreement;

then, in any such instance, the Landlord shall promptly notify the Tenant, in writing, of such default or neglect and if such notification be without effect within ten (10) business days after such notice, the Landlord shall thereupon have full authority and power to purchase materials and employ workers and machines for the proper completion of the works at the cost and expense of the Tenant. The cost of such work shall be calculated by the Landlord whose decision shall be final and be paid to the Landlord by the Tenant on demand. Should payment not be received following the issuance of an invoice from the Landlord, the Landlord shall collect same as Additional Rent in addition to any other remedy available to the Landlord.

It is further understood and agreed between the parties hereto that such entry upon the Premise shall be as an agent for the Tenant and shall not be deemed, for any purposes whatsoever, as an acceptance of the works by the Landlord.

- (2) When an Act of Default on the part of the Tenant has occurred:
  - (a) the current year's Rent together with the next years' Rent shall become due and payable immediately; and,
  - (b) the Landlord shall have the right to terminate this Lease and to re-enter the Leased Premises and deal with them as it may choose.
- (3) If, because an Act of Default has occurred, the Landlord exercises its right to terminate this Lease and re-enter the Leased Premises prior to the end of the Term, the Tenant shall nevertheless be liable for payment of Rent and all other amounts payable by the Tenant in accordance with the provisions of the Lease until the Landlord has re-let the Leased Premises or otherwise dealt with the Leased Premises in such manner that the cessation of payments by the Tenant will not result in loss to the Landlord and the Tenant agrees to be liable to the Landlord, until the end of the Term of this Lease for payment of

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any difference between the amount of Rent hereby agreed to be paid for the Term hereby granted and the Rent any new Tenant pays to the Landlord.

- (4) If when an Act of Default has occurred, the Landlord chooses not to terminate the Lease and re-enter the Leased Premises, the Landlord shall have the right to take any and all necessary steps to rectify any or all Acts of Default of the Tenant and to charge the costs of such rectification to the Tenant and to recover the costs as Rent.
- (5) If, when an Act of Default has occurred, the Landlord chooses to waive its right to exercise the remedies available to it under this Lease or at law the waiver shall not constitute condonation of the Act of Default, nor shall the waiver be pleaded as an estoppel against the Landlord to prevent his exercising his remedies with respect to a subsequent Act of Default. No covenant, term, or condition of this Lease shall be deemed to have been waived by the Landlord unless the waiver is in writing and signed by the Landlord.

### 13. TERMINATION UPON NOTICE AND AT END OF TERM

- (1) If the Leased Premises and/or Property are subject to an Agreement of Purchase and Sale:
  - (a) The Landlord shall have the right to terminate this Lease, notwithstanding that the Term has not expired, by giving ninety (90) days' notice (the "Notice") in writing to the Tenant and, at the Tenant's option, the Landlord shall pay to the Tenant the fair market value for the Hangar or the Tenant agrees to remove the Hangar and comply with Articles 9(3) and 10(5) of this Lease. Upon expiry of the Notice the Tenant shall provide vacant possession of the Leased Premises provided the Landlord pays to the Tenant a bonus of \$500.00. For the purposes of this Article and Articles 13(3) and 13(4) fair market value shall be determined as of the date of the issuing of the Notice.
- (2) If the Tenant remains in possession of the Leased Premises after termination of this Lease as aforesaid and if the Landlord then accepts Rent for the Leased Premises from the Tenant, it is agreed that such overholding by the Tenant and acceptance of Rent by the Landlord shall create a monthly tenancy only but the tenancy shall remain subject to all the terms and conditions of this Lease except those regarding the Term. The Parties agree that if the Term is not renewed then upon expiry of the Term or if the Tenant is an overholding tenant then either Party may terminate the lease upon sixty (60) days written notice to the other party and the Tenant shall comply with Articles 9(3) and 10(5) of this Lease.
- (3) Other than a termination of this Lease in accordance with Article 13(1) of this Lease, the Landlord shall, at any time and notwithstanding that the Term has not expired, have the unqualified right to terminate this Lease upon one year's prior written notification (the "Notice") if the Leased Premises are required for any reason or purpose of the Landlord in which event the Landlord shall pay to the Tenant the fair market value for the Hangar, if erected by the Tenant, unless the Tenant agrees to remove the Hangar and comply with Articles 6(3) and 7(5) of this Lease, and the Tenant shall provide such vacant possession upon the expiry of the Notice provided the Landlord pays to the Tenant a bonus of \$500.00.
- (4) The Parties agree that it is their mutual intention that at the end of the Term of this Lease the lease shall be renewed upon such conditions and terms as agreed between the Parties. The Parties further agree that although it is their mutual intention to renew the lease nevertheless either party may decide not to renew the lease for any reason. The Parties acknowledge that upon such renewal all terms and conditions shall be negotiated between the Parties. If the Parties do not renew this Lease then the Parties agree that the Landlord shall be granted the Right of First Refusal to purchase the Hangar (the "Option"). The Tenant covenants that it will not sell the Hangar, or any part thereof, to any person, firm or corporation, without first providing the Landlord to exercise its Option as set out in the terms of this paragraph. Upon the Tenant receiving a bona fide offer in writing (the "Third Party Offer") the Tenant shall deliver to the Airport Office, 244411 Airport Road, Township of South-West Oxford, Ontario, a copy of the Third Party Offer and the Landlord shall have twenty business days (the "Notice Period") from the date of receipt of the Third Party Offer to exercise the Option to match the Third Party Offer. If the Landlord exercises its option in the Notice Period then it must inform the Tenant at the Property in writing that it will purchase the Tenant's interest in the Hangar on the same terms and conditions, or more favourable terms to the Tenant at the Landlord's discretion, as contained in the Third Party Offer (the "Landlord's Offer"). If the Landlord exercises its Option in the Notice Period then the Tenant must sell the Hangar to the Landlord upon the terms and conditions as contained in the Landlord's Offer. If the Landlord does not exercise its option in the Notice Period then the Tenant shall be at liberty to accept the Third Party Offer provided that there are no modifications to the Third Party Offer. If any modifications are made to the Third Party Offer then the Landlord shall be permitted to exercise its option pursuant to the terms of this paragraph. For the

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purpose of this paragraph, if the Tenant is a corporation, the word "sell", in addition to its ordinary meaning, shall be deemed to mean and include a sale or disposition of the corporate shareholding of the Tenant by the person or persons who, at the date of the commencement of the lease holds or hold a majority of the corporate shares. Subject to the conditions contained in Article 4 of this Agreement, the Parties agree that prior to the expiry of this Lease if the Tenant seeks to assign this Lease to a third party then the Landlord will agree to examine a proposal to extend the term of this Lease however nothing in this paragraph shall require the Landlord to accept any amendment of the term or new term.

#### 14. ACKNOWLEDGMENT BY TENANT

- (1) The Tenant agrees that it will at any time or times during the Term, upon being given at least forty-eight (48) hours prior written notice, execute and deliver to the Landlord a statement in writing certifying:
  - (a) that this Lease is unmodified and is in full force and effect (or if modified stating the modifications and confirming that the Lease is in full force and effect as modified);
  - (b) the amount of Rent being paid;
  - (c) the dates to which Rent has been paid;
  - (d) other charges payable under this Lease which have been paid;
  - (e) particulars of any prepayment of Rent or security deposits; and,
  - (f) particulars of any sub tenancies.

#### 15. SUBORDINATION AND POSTPONEMENT

- (1) This Lease and all the rights of the Tenant under this Lease are subject and subordinate to any and all charges against the land, buildings or improvements of which the Leased Premises form part, whether the charge is in the nature of a mortgage, trust deed, lien or any other form of charge arising from the financing or re-financing, including extensions or renewals, of the Landlord's interest in the Property.
- (2) Upon the request of the Landlord the Tenant will execute any form required to subordinate this Lease and the Tenant's rights to any such charge, and will, if required, attorn to the holder of the charge.
- (3) No subordination by the Tenant shall have the effect of permitting the holder of any charge to disturb the occupation and possession of the Leased Premises by the Tenant as long as the Tenant performs his obligations under this Lease.

#### 16. RULES AND REGULATIONS

The Tenant agrees on behalf of itself and all persons entering the Leased Premises with the Tenant's authority or permission to abide by such reasonable rules, standards and regulations of the Airport and/or Property which shall form part of this Lease and as the Landlord may make and/or amend from time to time.

#### 17. NOTICE

- (1) Any notice required or permitted to be given by one party to the other pursuant to the terms of this Lease may be given

To the Landlord at:

Tillsonburg Regional Airport  
Attn: Airport Administrator  
244411 Airport Rd  
South-West Oxford, On  
N4G 4H1  
Fax: 519-842-3445

To the Tenant at the Leased Premises or at:

Escalade Property Corp.  
Jonathan Leahy  
PO Box 37, Lambeth Station  
London, ON  
N6P 1P9  
519-319-5170

- (2) The above addresses may be changed at any time by giving ten (10) days written notice.
- (3) Any notice given by one party to the other in accordance with the provisions of this Lease

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shall be deemed conclusively to have been received on the date delivered if the notice is served personally or seventy-two (72) hours after mailing if the notice is mailed.

## 18. REGISTRATION

The Tenant shall not at any time register notice of or a copy of this Lease on title to the Property of which the Leased Premises form part without consent of the Landlord.

## 19. INTERPRETATION


- (1) The words importing the singular number only shall include the plural, and vice versa, and words importing the masculine, feminine or neutral gender shall include the other genders, and words importing persons shall include firms and corporations and vice versa.
- (2) Unless the context otherwise requires, the word "Landlord" and the word "Tenant" wherever used herein shall be construed to include the executors, administrators, successors and assigns of the Landlord and Tenant, respectively.
- (3) When there are two or more Tenants bound by the same covenants herein contained, their obligations shall be joint and several.

## 20. MISCELLANEOUS

- (1) Unless otherwise stipulated, parking, if applicable, in the common parking area shall be in common and unreserved.
- (2) If a dispute should arise between the Parties in the interpretation of this Agreement then both parties agree that such dispute shall be referred to binding arbitration and be bound by the result of such arbitration. The terms, form and procedure of the arbitration shall be in accordance with the *Arbitration Act* or any successor legislation. The parties further agree that the arbitrator shall be jointly chosen and the arbitrator shall have the ability to award costs of the arbitration. This clause shall not apply if the Tenant is in default under the terms of the Lease which include but are not limited to:
  - (a) its obligations to pay Rent, Base Rent and/or Additional Rent;
  - (b) non-repair or maintenance of the Leased Premises;
  - (c) subleased the Leased Premises without the authorization of the Landlord, acting reasonably;
  - (d) changed its use of the Leased Premises; or,
  - (e) used the Leased Premises in any manner contrary to Article 7.
- (3) In the event that any clause herein should be unenforceable or be declared invalid for any reason whatsoever, such enforce ability or invalidity shall not affect the enforce ability or validity of the remaining portions of the covenants and such unenforceable or invalid portions shall be severable from the remainder of this Lease.
- (4) This Lease shall be construed and enforced in accordance with the laws of the Province of Ontario. Any proceeding shall be brought at the City of Woodstock in the County of Oxford, Ontario.
- (5) The Tenant hereby agrees that it has had an opportunity to review the terms of this Lease and seek independent legal advice.
- (6) Should any provision of this Lease require judicial interpretation or arbitration, it is agreed that the court or arbitrator interpreting or construing the same shall not apply a presumption that the terms thereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it be agreed that both parties have participated in the preparation hereof.
- (7) This Lease and it's schedules constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and supercedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements between the Parties in connection with the subject matter hereof, except as specifically set forth herein. No supplement, modification, waiver or termination of this Lease shall be binding unless executed in writing by the Parties.
- (8) The Tenant agrees that it has not relied upon any representation, promise or warranty of the Landlord with respect to the condition of the Leased Premises, Hangar or any representation or promise of the Landlord to repair, renovate or otherwise alter the

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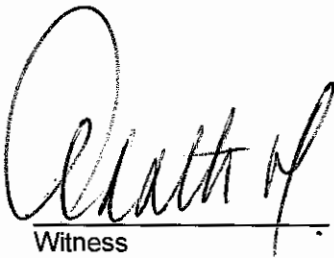


Leased Premises in any manner prior to or after commencement of the Term. The Parties agree that the Leased Premises are being offered to the Tenant in an "as is" condition. The Tenant shall not call on or demand the Landlord to perform any repairs or renovations prior to or after it obtains possession. The Tenant acknowledges that it has performed its own due diligence in establishing the state of repair of the Leased Premises including the Hangar.

In Witness of the foregoing covenants the Landlord and the Tenant have executed this Lease.

\_\_\_\_\_  
Landlord  
Stephen Molnar, Mayor  
The Corporation of the Town of Tillsonburg

\_\_\_\_\_  
Landlord  
Donna Wilson, Clerk  
The Corporation of the Town of Tillsonburg  
We have authority to bind the Corporation.

  
\_\_\_\_\_  
Witness

Per:

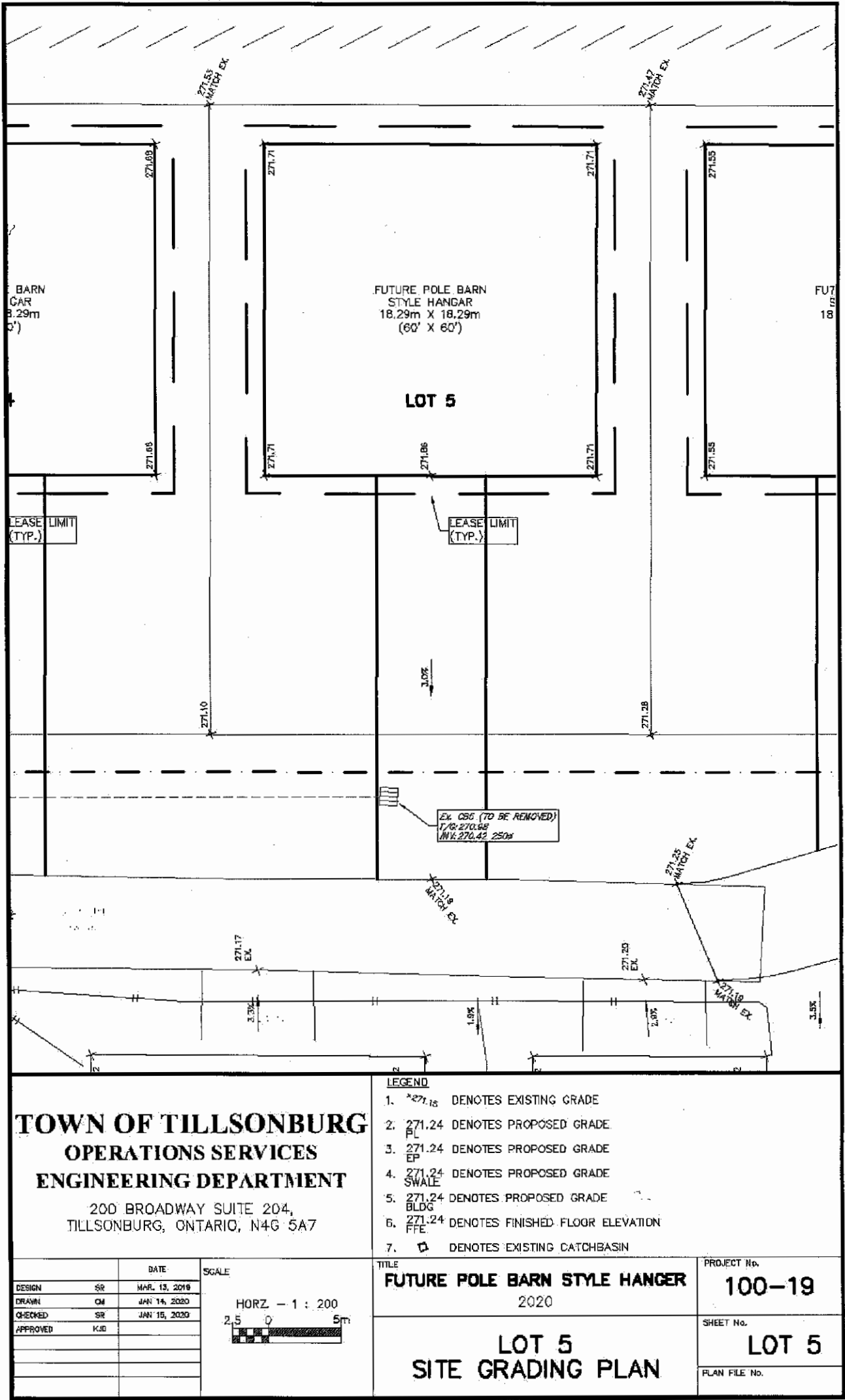
\_\_\_\_\_  
Jonathan Leamy  
Tenant

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Schedule "A"  
THE "LEASED PREMISES" SITE PLAN  
Taxiway G1 Lot 5



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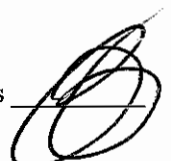
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**SCHEDULE "B"****CONSTRUCTION REQUIREMENTS**

1. The Tenant shall construct an airplane hangar building with approximate dimensions of 60 feet wide by 60 feet deep comprising a floor area of 3600 square feet.
2. The Tenant covenants and agrees, notwithstanding any other statute, regulation or provision regarding the federal government's authority to regulate the aeronautics industry, to:
  - (a) obtain from the Landlord an Airport Development Permit prior to construction;
  - (b) to pay to the Landlord a flat fee of \$600 to administer the Airport Development Permit;
  - (c) to construct the airplane hangar, and any other building that may be permitted, to the standard of the Ontario Building Code, O. Reg. 332/12 as amended or replaced from time to time (the "OBC") and to the satisfaction of the Landlord in its sole and absolute discretion, and;
  - (d) to ensure all persons retained by the Tenant have appropriate health and safety policies, insurance and WSIB coverage.
3. The Tenant shall provide to the Landlord the following in order to obtain an Airport Development Permit and approval for use of the Leased Premises and hangar thereon:
  - (a) prior to construction, submission of:
    1. all applicable fees;
    2. 2 copies of a site plan showing the proposed location of the hangar and dimensions to the adjacent buildings;
    3. 2 copies of construction drawings (foundation plan, floor plan, building elevations, diaphragm/truss bracing, anchorage, construction details/finishes, etc.) stamped by a professional engineer;
    4. 2 copies of the truss drawings stamped by a professional engineer; and
    5. Commitment to General Reviews form completed by both the building owner and professional engineer;
  - (b) prior to occupancy and acceptance:
    1. inspection of the construction and acceptance of same by the Landlord in respect of compliance with the OBC, the terms of this Airport Lease and all policies and rules regulating the Tillsonburg Airport; and
    2. submission of all site reports (footing inspection, framing inspection, occupancy inspection) and an occupancy report from the professional engineer; and,
  - (c) final approval:
    1. provide a final report (verifying outstanding items not completed at occupancy have been completed/corrected) from the professional engineer if applicable.
4. The parties covenant and agree that the Tenant is not required to obtain a building permit from the Township of Southwest Oxford for construction of buildings on the Tillsonburg Airport.
5. The Tenant covenants and agrees that failure to comply with the provisions of this schedule shall be an event of default of this Lease and in the absence of remedying such default, shall permit the Landlord to terminate this Lease and seek any and all other recourse against the tenant in such instance.

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**SCHEDULE "C"**

**CONSTRUCTION SCHEDULE**


Provided by the Tenant prior to execution of the lease agreement and approved by the Landlord.

Preliminary Construction Schedule: Start of Construction Spring 2021  
End of Construction Fall 2021

Note: Tenant has expressed that a detailed construction schedule will be provided once contractor and Tenant have finalized.

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## THE CORPORATION OF THE TOWN OF TILLSONBURG

### BY-LAW 2021-\_\_\_\_

**A BY-LAW governing the operations of the Tillsonburg Cemetery under the jurisdiction of the Town of Tillsonburg, in particular, governing the rights, entitlements and restrictions with respect to interment rights, in accordance with the Funeral, Burial and Cremation Services Act, 2002, S.O. 2001, c.33 and to repeal By-Law 3640.**

**WHEREAS** The Corporation of the Town of Tillsonburg owns and operates the municipal cemetery known as the Tillsonburg Cemetery, located at 191493 Simcoe Street, Tillsonburg, Ontario;

**AND WHEREAS** the Funeral, Burial, Cremation Services Act, 2002, S.O. 2001, c.33 regulates the operations of cemeteries in Ontario;

**AND WHEREAS** the Council of The Corporation of the Town of Tillsonburg deems it desirable to enact a By-Law to regulate the operation of the Tillsonburg Cemetery;

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

#### **1. DEFINITIONS**

- 1.1. ACT and FBCSA means the Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c.33 and all amendments thereto together with all Regulations prescribed thereunder.
- 1.2. BODY means the body of a deceased person.
- 1.3. BURIAL means the opening and closing of an in-ground lot or plot for the disposition of human remains or cremated human remains.
- 1.4. BURIAL PERMIT means a permit for the burial of human remains issued by the Division Registrar.
- 1.5. BY-LAWS mean the rules and regulations that govern the operation of the Cemetery.
- 1.6. BRONZE PLAQUE means an ornament of bronze affixed to a columbarium niche.
- 1.7. CARE AND MAINTENANCE FUND means the trust fund in which a percentage of the purchase price of all Interment Rights and set amounts for



- monument and marker installations is contributed; and wherein the interest earned from such fund is used to provide care and maintenance of lots, plots, markers, monuments and structures at the Cemetery.
- 1.8. CEMETERY means the Tillsonburg Cemetery located at 191-193 Simcoe Street, Tillsonburg, Ontario.
  - 1.9. CEMETERY MANAGER means the Director of RCP or his/her designate appointed to oversee the Operations of the Department.
  - 1.10. CEMETERY SUPERVISOR means the person, or designate who maintains the cemetery grounds; opens and closes graves and niches; and represents the Town for all interments/inurnments.
  - 1.11. CEMETERY OPERATOR means The Corporation of the Town of Tillsonburg who is the owner of the Tillsonburg Cemetery. The town offices are located at 200 Broadway, Suite 204, Tillsonburg, Ontario.
  - 1.12. CEMETERY PRICE LIST means a list of the rates for the supplies and services of the Cemetery as described in the Town's most current Tariff of Fees By-Law.
  - 1.13. COLUMBARIUM means a structure designed for inurnment of cremated human remains in sealed compartments.
  - 1.14. CONTRACT means the contract that is required to be signed by a representative of the Cemetery Operator and all purchasers of interments rights and which details the obligations of both parties and acceptance of the cemetery By-Laws.
  - 1.15. CREMATED REMAINS means the residue after cremation of the body and of the casket or container in which it was received.
  - 1.16. DEFINED FLOWER BED means a flowerbed free of weeds and grass and created in accordance with the cemetery's rules and regulations.
  - 1.17. DESIGNATE means the person authorized by the Cemetery Supervisor and/or Cemetery Manager to act on their behalf on a temporary basis.
  - 1.18. FOUNDATION means the below-ground concrete structure upon which rests the base stone of a monument.

- 1.19. GRAVE (also known as lot) means an in-ground burial space intended for the interment of a child, adult or cremated human remains.
- 1.20. HUMAN REMAINS means a dead human body or the remains of a cremated human body.
- 1.21. INTERMENT means a burial of human remains and includes the placing of human remains in a lot.
- 1.22. INTERMENT RIGHTS means the right to require or direct the interment or inurnment of human remains in a grave, lot, niche and direct the associated memorialization.
- 1.23. INTERMENT RIGHTS CERTIFICATE means the document issued by the Cemetery Operator to the purchaser once the interment rights have been paid in full, identifying ownership of the interment rights.
- 1.24. INTERMENT RIGHTS HOLDER means the person who holds the interment rights to inter human remains in a specific lot whether the person be the purchaser of the rights, the person named in the Interment Rights Certificate or such other person to whom the interment rights have been assigned and shall be listed in the records of the Cemetery.
- 1.25. INURNMENT means the placing of cremated human remains in a niche.
- 1.26. LOT means an area of land in a cemetery containing, or set aside to contain, human remains and includes a niche in the Columbarium.
- 1.27. MARKER means any permanent memorial structure that is set flush and level with the ground, and used to mark the location of a burial lot.
- 1.28. MONUMENT means any permanent memorial projecting above the ground installed within the designated space to mark the location of a burial or lot.
- 1.29. NICHE means a sealed compartment in a Columbarium, designed for the inurnment of cremated human remains.
- 1.30. PLOT means a parcel of land, sold as a single unit, containing multiple lots.
- 1.31. PUBLIC REGISTER means the register that is required to be made available to the public and contains the information as prescribed under the FBCSA, Ontario Regulation 30/11.
- 1.32. REGISTRAR means the Registrar appointed under the FBCSA.

- 1.33. REGULAR INTERMENT means the interment of human remains which have not been cremated.
- 1.34. REGULATIONS means the regulations made pursuant to the Funeral, Burial and Cremation Services Act, 2002.
- 1.35. TRANSFEREE means a person wherein the interment rights with respect to a lot(s) or niche(s), have been either transferred or resold to such person.
- 1.36. TREASURER means the Treasurer of The Corporation of the Town of Tillsonburg.
- 1.37. URN means any container used to hold cremated human remains.
- 1.38. VAULT means a burial chamber (underground).

## **2. GENERAL INFORMATION**

- 2.1. The Cemetery Operator reserves full and complete control and management of the land, buildings, plantings, roads, utilities, books and records of the cemetery, and complete authority to administer this By-Law regarding all cemetery operations.
- 2.2. Hours of Operation:
  - (a) Municipal Office hours are Monday to Friday, 8:30 a.m. to 4:30 p.m.
  - (b) Cemetery Office hours are 9 am to 1 pm Monday to Friday.
  - (c) Normal interment or inurnment hours are Monday to Friday, 9:00 a.m. to 3:00 p.m.
  - (d) Visiting hours are daily from dawn to dusk.

Interments/Inurnments Outside of Normal Hours of Operation:

  - (a) Interments/inurnments may be requested to take place after 4 pm., Monday to Friday, however additional charges will apply. These charges are identified in the Cemetery Price List.
  - (b) Interments/inurnments may be requested to take place on a Saturday between 9 am and 4 pm, however additional charges will apply. These charges are identified in the Cemetery Price List.

- 2.3. General Conduct: The Cemetery Operator reserves the full control over the cemetery operations and management of land within the cemetery grounds. (See Section 16 for “Rules for Visitors”).
- 2.4. The Cemetery Operator is committed to protecting the privacy of its Interment Rights Holders. We collect, use and disclose personal information as required by governing federal and provincial legislation. We do not rent, sell, or trade personal information lists. Individuals may request their personal information in writing at any time to ensure that it is correct and current or to edit it.
- 2.5. The Cemetery Operator reserves the right, at its cost, to correct any error that may be made by it in making interments/inurnments, in the description of the lot/niche, or the transfer or conveyance of any interment rights. The Cemetery Operator may, at its sole discretion, either, cancel such grant and substitute other interment rights, or lot of equal value and similar location, as far as is reasonably possible; or refund all money paid on account for such purchase. Notice will be given personally to the Interment Rights Holder. If necessary, it may be mailed to the Interment Rights Holder or their legal representative, at their last appearing address in the record books of the cemetery. In the event any such error may involve the disinterment of remains, the Cemetery Operator shall first obtain the approval of any regulatory authority and the Interment Rights Holder.
- 2.6. By-Law: The Cemetery Operator shall be governed by this By-Law and all procedures will comply with the Funeral, Burial and Cremation Services Act, 2002, which may be amended periodically. To the extent that any particular provision of this By-Law is in conflict with the provisions of the Funeral, Burial and Cremation Services Act, 2002, the provisions of the Funeral, Burial and Cremation Services Act, 2002 shall govern and this By-Law shall be deemed to have been amended to conform thereto in all respects.
- 2.7. By-Law Amendments: All By-Law amendments must be:
  - (a) Published once in a newspaper with general circulation in the locality in which the cemetery is located;

- (b) Conspicuously posted on a sign at the entrance of the cemetery; and
- (c) Delivered to each supplier of markers who has delivered a marker to the cemetery during the previous year, if the By-Law or By-Law amendment pertains to markers or their installations.

All By-Laws and By-Law amendments are subject to the approval of the Registrar, Bereavement Authority of Ontario (BAO).

- 2.8. Liability: The Cemetery Operator will not be held liable for any loss or damage, without limitation (including damage by the elements, Acts of God, or vandals) to any lot, plot, columbarium niche, monument, marker, or other article that has been placed in relation to an interment right save and except for direct loss or damage caused by gross negligence of the cemetery.
- 2.9. Public Register: A public register will be maintained and made available to the public during regular office hours.
- 2.10. Pets and Other Animals: Only human remains shall be interred in the cemetery and in no case shall the bodies of any lower animal be placed in any grave in the cemetery.
- 2.11. Right to Re-Survey: The Cemetery Operator has the right at any time to re-survey, enlarge, diminish, re-plot, change or remove plantings, grade, close pathways or roads, alter in shape or size, or otherwise change all or any part of the cemetery, subject to approval of the appropriate authorities.

### **3. FINANCIAL**

- 3.1. All fees and charges shall be payable in accordance with the Cemetery Price List which shall be set annually by Council upon recommendation of the Cemetery Manager, who will forward same to the Cemetery Operator.
- 3.2. Payments for all purchases and services pertaining to the Cemetery shall be paid to the Cemetery Operator as follows:
  - All interment rights, purchases and services shall be paid in full at the time of purchase or service;
  - Interments/inurnments shall be paid in full before a burial can take place.

- Payments shall be submitted by cash, cheque or debit. Cheques shall be made payable to the "Town of Tillsonburg" (Cemetery Operator).
- 3.3. All revenue and other monies belonging or pertaining to the Cemetery shall be received by the Treasurer.
  - 3.4. As required by Sections 166 and 168 of Regulation 30/11, a percentage of the purchase price of all interment rights, and a prescribed amount for monuments and markers is contributed into the care and maintenance fund. Income from this fund is used to provide only general care and maintenance of the cemetery. Contributions to the care and maintenance fund are not refundable except when interment rights are cancelled within the thirty (30) day cooling off period.
  - 3.5. The Treasurer shall keep such books, accounts and records as are necessary for properly recording and exhibiting all financial matters pertaining to the Cemeteries as may be prescribed.
  - 3.6. The Treasurer shall maintain, invest, and administer the Care and Maintenance Fund in accordance with the provisions of the Act and the regulations made thereunder.
  - 3.7. The Cemetery Manager shall submit a yearly annual budget to Council setting out operating and capital expenses for approval of Council. In determining the budget, the Cemetery Manager shall not be bound to expend the whole of operating or capital revenues in any year or years but may accumulate and hold or subsequently expend the same or any part thereof, or invest the same or any part thereof.

#### **4. SALE OF INTERMENT RIGHTS**

- 4.1. Purchasers of interment rights acquire only the right to direct the burial of human remains, and the installation of monuments, markers and inscriptions, subject to the conditions set out in the cemetery by-laws.  
No interment, inurnment, or installation of any monument, marker, inscription, or memorialization is permitted until the interment rights have been paid in full. An Interment Rights Certificate will be issued to the Interment Rights

Holder(s) when payment has been made in full. (See Section 3.2 of this By-Law for rules on payments).

The purchase of interment rights is not a purchase of Real Estate or real property. An Interment Rights Holder wishing to resell their interment rights may advise the Cemetery Operator of their intention prior to seeking a third party buyer for their interment rights. (See Section 5 for Resale of Interment Rights).

- 4.2. The Cemetery Operator has for sale the following interment rights:
  - Regular Lots
  - Cremation Lots
  - Columbarium Niches
- 4.3. All prices for cemetery lots and services shall be set out in the Cemetery Price List. Prices for lot(s) shall include the applicable portion for deposit to the Cemetery's Care and Maintenance Fund. (See Section 3.2 for payments regarding interment rights).
- 4.4. The monies received for interment rights shall be held by the Treasurer for a period of thirty (30) days as prescribed by the Act.
- 4.5. The Cemetery Operator shall, after the thirtieth (30th) day but before sixty (60) days, transfer the monies received for interment rights into the Cemetery Care and Maintenance Fund and Operating Fund.
- 4.6. The Cemetery Operator shall provide each Interment Rights Holder at the time of sale with:
  - (a) a copy of the Interment Rights Certificate;
  - (b) a copy of the Contract for Purchase of Interment Rights;
  - (c) a copy of the Cemetery By-Law;
  - (d) a copy of the current Cemetery Price List; and
  - (e) a copy of the Consumer Information Guide.
- 4.7. In order for the Contract for Purchase of Interment Rights to be valid, it must be signed and dated by both the Purchaser and the duly authorized representative of the Cemetery Operator.
- 4.8. The Interment Rights Certificate shall specify:

- (a) the name of the Interment Rights Holder,
- (b) the size of the lot
- (c) the location of the lot;
- (d) the date of purchase
- (e) the amount paid for the lot
- (f) the amount to be deposited in the Care and Maintenance Fund
- (g) the amount of tax;
- (h) the amount refundable;
- (i) a statement regarding transfer/resale restrictions of said interment rights; and shall be subject to the provisions of the Funeral, Burial and Cremation Services Act, 2002, and the Ontario Regulations in effect thereunder and to the approved By-Laws of the Cemetery Operator which may be in effect from time to time.

4.9. The purchaser of interment rights shall be provided with a Contract, at the time the Contract is made, which shall indicate:

- (a) the name, address and telephone number of the Operator;
- (b) the Operator's licence number as provided by the Registrar;
- (c) the Contract reference number;
- (d) the date interment rights were purchased;
- (e) the name, address and telephone number of the purchaser;
- (f) the name, address and telephone number of the Interment Rights Holder;
- (g) the location and dimensions of the lot(s) being purchased;
- (h) the number and type of interments/inurnments permitted in each lot/niche;
- (i) the purchase price including an itemized breakdown of cemetery supplies and services charges and all applicable taxes;
- (j) the amount being set aside for the Care and Maintenance Fund;
- (k) the existence of a By-Law that governs the operation of the Cemetery and includes restrictions on interment rights in the Cemetery
- (l) any limitations or restrictions on exercising the interment rights; and
- (m) any limitations with respect to markers, lot decorations and private structures.



- 4.10. A Contract for the provision of licensed supplies or services is not enforceable by the Operator unless,
- (a) the Contract is written, signed by both parties and complies with the regulations;
  - (b) the Contract sets out the purchaser's cancellation rights under the Act;
  - (c) the Contract sets out all the supplies and services to be provided and the price charged for each of them;
  - (d) the Operator delivers a signed copy of the Contract to the purchaser in the prescribed manner; and
  - (e) in the case of a Contract for the purchase of interment rights, the Operator delivers to the purchaser,
    - (i) a copy of the By-Laws of the Cemetery and written notice as to whether the By-Laws of the Cemetery permit the purchaser to resell the interment rights to a third party, and
    - (ii) a description of the location of the lot that is purchased.
- 4.11. The Cemetery Operator shall not reserve lots for future purchase.
- 4.12. A bronze plaque is required to be purchased at the time of purchase of a niche in a Columbarium. (See Section 9 for "Columbarium Regulations").
- 4.13. The Interment Rights Holder shall notify the Cemetery Operator in writing within thirty (30) days of any changes in their mailing address.

## **5. CANCELLATION OR RESALE OF INTERMENT RIGHTS**

- 5.1. Cancellation of Interment Rights within 30 Day Cooling-Off Period: The purchaser of interment rights has the right to cancel an interment rights contract within thirty (30) days of signing the interment rights contract ("30-day cooling-off period") by providing written notice of the cancellation to the Cemetery Operator. The Cemetery Operator will refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation less sums chargeable under the contract or pursuant to the FBCSA in respect of interment services provided within the 30 day period at

- the request and with the consent of the Interment Rights Holder or his or her assign or representative.
- 5.2. Notice of Resale and Transfer of Interment Rights: The Cemetery Operator permits an Interment Rights Holder to sell or transfer their interment rights to a third party, at no more than the current price listed on the Cemetery Price List, as long as the sale or transfer is conducted through the Cemetery Operator and the purchaser meets the qualifications and requirements as outlined in this By-Law.
  - 5.3. Resale of Interment Rights after 30 Day Cooling-Off Period: Unless the interment rights have been exercised the purchaser retains the right to re-sell the interment rights. Once payment for the interment rights has been made in full, and an Interment Rights Certificate has been issued, the Interment Rights Holder(s), as recorded on the cemetery records, has right to re-sell the interment rights. Any resale of the interment right shall be in accordance with the requirements of the cemetery by-laws and in keeping with the FBCSA. If any portion of the interment rights in relation to a specific lot have been exercised, the purchaser, or the Interment Rights Holder(s) is not entitled to re-sell the interment rights in relation to that specific lot.
  - 5.4. Requirements for Resale of Interment Rights:
    - (a) The Interment Rights Holder(s) intending to sell their rights shall provide the following documents to the Cemetery Operator so that the operator can confirm the ownership of the rights and provide the third party purchaser with the required certificate etc.:
      - (1) an Interment Rights Certificate endorsed by the current rights holder;
      - (2) a written statement of the number of lots that have been used in the plot and the number of lots that remain available;
      - (3) any other documentation in the Interment Rights Holder(s) possession relating to the rights.
    - (b) The third party purchaser will be provided with the following documents by the Cemetery Operator:
      - (1) an Interment Rights Certificate endorsed by the current rights holder;

- (2) a copy of the cemetery's current by-laws;
- (3) a copy of the cemetery's current price list;
- (4) a written statement of the number of lots that have been used in a plot and the number of lots that remain available; and
- (5) any other documentation in the Interment Rights Holder(s) possession relating to the rights.

(c) The Cemetery Operator will require:

- (1) the following Resale Endorsements completed and signed:
  - Rights Holder(s) Endorsement of Resale;
  - Acknowledgement of Transferee(s); and
  - Cemetery Operator Acknowledgement and Acceptance of the Resale.
- (2) confirmation that the person selling the interment rights is the person registered on the cemetery records and that they have the right to re-sell the interment rights;
- (3) a statement of any money owing to the Cemetery Operator in respect to the interment rights.

- 5.5. Once the endorsed certificate and all required information has been received by the Cemetery Operator from the rights holder(s), the Cemetery Operator will issue a new Interment Rights Certificate to the third party purchaser.
- 5.6. Upon completion of Section 5.4 and 5.5, the third party purchaser or transferee(s) shall be considered the current Interment Rights Holder(s), and the resale or transfer of the interment rights shall be considered final in accordance with the cemetery by-laws and the FBCSA.
- 5.7. The Cemetery Operator shall charge an administration fee for the resale or transfer of interments rights in accordance with the current Cemetery Price List. The administration fee is due at the time of resale or transfer.
- 5.8. Repurchase of Interment Rights: The Cemetery Operator does not prohibit the resale of an interment rights and may repurchase the interment rights from the Rights Holder(s) if the Cemetery Operator so desires and may

negotiate a purchase price so long as the seller acknowledges being aware of the Cemetery Operators current price list amount for interment rights.

The Cemetery Operator shall not repurchase the interment rights of any lot or plot wherein the rights have been exercised. Also, the Cemetery Operator shall not repurchase the interment rights of any lot or plot wherein a monument/ marker is installed on said lot or plot, unless the Rights Holder removes such monument/marker at their own expense prior to the repurchase.

## **6. TRANSFER OF LOTS**

- 6.1. For the purposes of this section, 'Transfer' means a gift, a bequest or devolution under a will, but not a resale of interment rights. The Cemetery reserves the right to require the production of a notarial copy of the Will or Certificate of Appointment of Estate of Trustee or other evidence sufficient to prove ownership or authority to deal with the interment rights.
- 6.2. To ensure the correctness of records of ownership and interments/inurnments, no transfer of any lot/niche or interest therein shall be binding upon the Cemetery until a Transfer Form and such other particulars as may be necessary for proper identification is completed and given to the Cemetery Manager. Upon receipt of the Transfer Form and other documentation if required, and payment of a fee, the transfer shall be made and a new Interment Rights Certificate issued to the Transferee along with a copy of the Cemetery By-Law and price list.
- 6.3. In the case of a transfer, the Cemetery Caretaker or designate must confirm that all lots transferred are usable prior to an interment taking place.

## **7. INTERMENTS/INURNMENTS**

- 7.1. The Interment Rights Holder(s) must complete an Order for Interment Form prior to a burial taking place. Should the Interment Rights Holder be deceased, the Order for Interment Form shall be completed by the person

- authorized to act on behalf of the Interment Rights Holder, ie. Personal Family Representative, Estate Trustee, Executor, Lawyer or Next of Kin.
- 7.2. When interment rights are held jointly by two or more persons, an Order for Interment Form will be accepted from either or any of them or their authorized representative.
  - 7.3. Verbal orders for interments/inurnments shall be accompanied by a completed Order for Interment Form prior to an interment/inurnment taking place.
  - 7.4. The Cemetery shall not be responsible for any errors on the Order for Interment Form and shall not be responsible for any errors or misunderstandings that may arise on verbal orders.
  - 7.5. An Authorization Form shall be completed for a request for an interment/inurnment in the event that the interment rights for a lot/niche are not recorded under the deceased's name.
  - 7.6. A burial permit issued by the Registrar General or equivalent document showing that the death has been registered with the province must be provided to the Cemetery Supervisor or designate prior to a burial taking place. A Certificate of Cremation must be submitted to the Cemetery Supervisor or designate prior to an interment/inurnment of cremated remains taking place.
  - 7.7. In accordance with the FBCSA the purchaser of interment rights must enter into a cemetery contract, providing such information as may be required by the Cemetery Operator for the completion of the contract and the public register prior to each interment/inurnment.
  - 7.8. Persons requesting an interment/inurnment shall be held responsible for all charges incurred. The interment/inurnment fees include the opening and closing of a lot/niche. Rates may be adjusted from time to time without prior notice by the Cemetery Operator. (See Section 3.2 for payments regarding interments/inurnments).
  - 7.9. Any person(s) who wishes to make arrangements for an interment/inurnment shall give the Cemetery Operator notice of each interment/inurnment at least

- sixteen (16) working hours (2 business days) in advance for summer interments/inurnments (Apr 1 - Nov 30), except under special circumstances. The Cemetery Operator shall be given notice of each interment/inurnment at least twenty-four (24) working hours (3 business days) in advance for winter interments (Dec 1 - Mar 31), except under special circumstances. The Cemetery Operator cannot be responsible for having lots prepared for funerals unless such notice is given by such person(s).
- 7.10. Every effort will be made to complete a burial on the assigned day and time. If due to inclement weather conditions, health and safety concerns, or conditions beyond the Cemetery Operator's control, a burial cannot be made at the scheduled time, the burial shall be completed as soon as possible at a later time.
  - 7.11. No interment/inurnment shall be made on Sunday or Statutory Holidays, except upon receipt of a Doctor's Certificate stating that a burial must be made within twenty-four (24) hours of the death in accordance with the regulation of the Ontario Ministry of Health for control of communicable diseases.
  - 7.12. The opening and closing of graves and niches may only be conducted by Cemetery Caretaker, or those designated to do work on behalf of the Cemetery Operator.
  - 7.13. Cremated remains shall not be permitted to be scattered on a grave.
  - 7.14. Not more than one (1) regular interment shall be permitted in a regular or memorial lot. One regular interment and one cremation interment are permitted in any regular or memorial lot; or up to four cremation interments may be permitted in any regular or memorial lot.
  - 7.15. Remains to be buried in a lot must be enclosed in a casket, sealed securely, and of sufficient strength to permit the burial with the container remaining in tact. The casket must be of a size to permit a burial within the size of the lot. (See Section 7.18 for information regarding vaults).
  - 7.16. Vaults are highly recommended for all regular interments in the cemetery. The Municipality requires vaults for Section 5 and Section 6 of the Cemetery,

- however Sections 1 to 4 are declared “no vault” sections. If vaults are to be used for Sections 1 to 4, the Funeral Directors may be required to keep vault sizes to standard or oversize as the placement of jumbo vaults or any vaults larger than oversize may jeopardize a future burial in an adjacent lot.
- 7.17. Urn vaults with exterior dimensions larger than 18” in length x 18” in width x 18” in height shall not be permitted in the Cemetery.
  - 7.18. An urn may be placed inside a casket to be interred; however, a fee will be required for one (1) regular interment and one (1) cremation interment at the same time as determined by the Cemetery Price List will be required.
  - 7.19. When regular interments are required, the funeral home which is conducting the burial shall be responsible for the supply and operation of lowering devices and artificial grass, whether owned by the funeral home or leased from a supplier by the funeral home.
  - 7.20. The Cemetery Supervisor or designate shall be in attendance at each interment/ inurnment.
  - 7.21. The Cemetery Operator will exercise all due care when making interments and disinterment's, but it is not responsible for damage to any casket, urn or other container sustained during interment or disinterment.

## **8. DISINTERMENTS**

- 8.1. Human remains may be disinterred from a lot provided that the written consent (authorization) of the Interment Rights Holder has been received by the cemetery operator and the prior notification of the medical officer of health. A certificate from the local medical officer of health must be received at the cemetery office before the removal of casketed human remains may take place. A certificate from the local medical officer of health is not required for the removal of cremated remains.
- 8.2. In special circumstances the removal of human remains may also be ordered by certain public officials without the consent of the Interment Rights Holder and/or next of kin(s).

- 8.3. Any person(s) who wishes to make arrangements for a disinterment shall give three (3) days' written notice to the Cemetery Operator so that arrangements can be confirmed with the South-West Public Health Unit.
- 8.4. The human remains of persons who have died from contagious diseases may be removed only with the consent of the local medical officer of health or other public official having authority.
- 8.5. When a disinterment is to take place, the Cemetery Supervisor or designate is responsible to open the grave and the Funeral Director retained for the purpose of the disinterment is responsible to disinter the body.

## **9. COLUMBARIUM REGULATIONS**

- 9.1. No inurnment shall be made without permission from the Interment Rights Holder or a person authorized to act on the Holder's behalf.
- 9.2. No inurnment shall be permitted until all payments due to the Cemetery have been made.
- 9.3. Niches will be opened only by the Cemetery Supervisor or those designated to do work on behalf of the Cemetery Operator and sealed by them after an inurnment is made.
- 9.4. No person other than the Cemetery Supervisor or those designated to do work on behalf of the Cemetery Operations shall remove or alter niche fronts.
- 9.5. Two (2) cremated remains are allowed to be placed in each niche as long as they comply with the dimensions of the niche.
- 9.6. Any urn which cannot be contained within the niche shall not be inurned.
- 9.7. Flowers, wreaths and designs placed against or near any part of the Columbarium will be removed. No glass vases or other breakable items should be placed around the Columbarium. Nothing is to be attached to the face of the Columbarium other than the bronze plaque purchased for each niche.
- 9.8. Any cut flowers/artificial flowers for those inurned in the Columbarium shall be placed in the appropriate plaque.



- 9.9. In the event of damage to the columbarium, a niche or the facing thereof caused by someone other than an Interments Right Holder or a contractor or other individual acting under his or her instructions, the Cemetery shall repair or replace the damaged property with material of like kind and quality, but if the material of like kind and quality is not obtainable, the Cemetery may select other material which is as similar as possible to the material which has been damaged and destroyed and which is capable of performing the same function. The Cemetery shall not be responsible for any delay beyond its reasonable control in obtaining the material and completing the required repairs or replacement.

## **10. MEMORIALS**

- 10.1. No memorial or other structure shall be erected or permitted on a lot until the Care and Maintenance fee has been paid in full.
- 10.2. In cases where the interments right holder has authorized a third party (e.g. a monument supplier) to act on their behalf, a permission form must be received prior to any work being completed. The permission form must include the signature of the interments right holder (or authorized representative – i.e. executor of an estate) as well as size of the memorial to be installed.
- 10.3. The Cemetery Operator reserves the right to determine the maximum size of monuments/markers, their composition, their number and their location on each lot with the following conditions:
- (a) all monuments/markers must be of a size that would not interfere with any future interments.
  - (b) not more than one (1) upright monument and one (1) marker shall be permitted on a single grave where permitted.
  - (c) all monuments and markers shall be constructed of natural stone (i.e. granite) or bronze that is affixed to natural stone.
  - (d) Monument Dimension Guide (Schedule A)

- i. all upright monuments shall be placed in the established monument row of the lot unless otherwise indicated by the Cemetery Operator.
- ii. all tablets must have a base underneath that is of greater width and thickness than the tablet (except in cases of boulders or benches) and a height of no less than four inches (4").
- iii. on a single lot, the width of the monument (inclusive of any base), shall not exceed thirty inches (30") in width. If the monument exceeds thirty eight inches (38") in height, inclusive of any base, then the tablet must be a minimum of eight inches (8") thick.
- iv. on multiple lots (i.e. two, three, etc), the width of the monument (inclusive of base or any sub structure), shall not exceed 2/3rds of the total width of the plot. If the memorial exceeds thirty eight inches (38") in height (inclusive of base) then any tablet must be a minimum of eight inches (8") thick.
- v. All monument tablets shall have a minimum thickness of six inches (6") at the bottom (bed) of the tablet where it meets the top of the base.
- vi. no monument (inclusive of base or any other sub structure) shall exceed forty eight inches (48") in height
- vii. no monument (inclusive of base) shall exceed twenty inches (20") in thickness when located in an established monument row.
- viii. in cases where there is no established monument row (in older sections) the Cemetery Operator will determine if a memorial can safely be installed and will determine the maximum size and placement at that time.

(e) Flat Marker Dimension Guide (Schedule B)

- i. all markers will be installed by the Cemetery Operator at the expense of the Interment Rights Holder or entity authorized to act on the Holder's behalf (e.g. a monument supplier).
- ii. all concrete pertaining to flat markers (i.e. a concrete border around a marker) will be completed by the Cemetery Operator at their discretion

(once all information has been received) and at the expense of the Interment Rights Holder or entity authorized to act on the Holder's behalf.

- iii. at the time a marker is delivered to the cemetery, the Cemetery Operator must be presented in writing (by the Interment Rights Holder or an entity authorized to act on the Holder's behalf) the size of the marker as well as any information pertaining to the location of the installation.
- iv. markers must be delivered during established cemetery business hours and in a location designated by the Cemetery Operator.
- v. a flat marker may be placed in the established monument row of a lot provided there is no upright monument or marker already erected in the established monument row on said lot.
- vi. a secondary flat marker may be placed directly in front of the monument/marker in a lot that contains an existing upright monument or marker in the established monument row.
- vii. if there is no established monument row then the Cemetery Operator will determine the location of the marker placement.
- viii. the minimum thickness (top to bottom) for all flat markers in any section (including footstones) is four inches (4").
- ix. on a single lot, a flat marker shall not exceed thirty inches (30") in width, inclusive of any concrete or granite border.
- x. on multiple lots (i.e. two, three, etc), a flat marker shall not exceed 2/3rds of the total width of the plot, inclusive of any concrete or granite border.
- xi. a flat marker placed in the established monument row of a lot shall not exceed twenty inches (20") in depth (front to back) inclusive of any cement or granite border.
- xii. a flat marker placed outside of the established monument row of a lot shall not exceed sixteen inches (16") in depth (front to back) inclusive of any cement or granite border.
- xiii. only one (1) flat marker is permitted to be installed in the area designated for "Cremation" and "Baby plots" and shall not exceed thirty inches (30") in width and twenty inches (20") in depth (front to back) inclusive of any concrete or granite border.

- xiv. all markers, in any area, are to be flat (flush) on top and set level with the ground so that a lawn mower can pass safely over them.
- 10.4. Boulder memorials will be permitted and must adhere to all monument sizing established with the following additions:
  - (a) Only boulders that are made of granite will be allowed.
  - (b) All boulders must have a cut bottom (bed) with a flat surface.
  - (c) All boulders must be thicker (front to back) at the bottom than at the top of the boulder.
  - (d) Boulders sitting on their own (with no base) must have a minimum thickness (front to back) of ten inches (10") at the bottom where it meets the concrete foundation.
- 10.5. Granite Benches will be permitted and must adhere to all monument sizing unless otherwise approved by the Cemetery Operator.
- 10.6. Above grade inurnments will be permitted within memorials but must adhere to all monument sizing established. Urns must be secured in a fashion that will prevent theft or damage and must be approved by the Cemetery Operator.
- 10.7. No monument shall be delivered to the cemetery for installation until the monument foundation has been completed, and the monument/marker retailer has been notified by the Cemetery Operator.
- 10.8. In the event that a monument located on a lot prevents a regular interment from taking place (older sections of the cemetery), only cremated remains will be permitted to be interred on such lot unless the Interment Rights Holder is prepared to remove, at its own expense, such monument/foundation to permit a regular interment to take place.
- 10.9. No cornerstones shall be permitted to be installed on any grave.
- 10.10. No monument, footstone, marker or memorial of any description shall be placed, moved or removed without permission from the Cemetery Operator.
- 10.11. When any monument, gravestone or memorial, of any kind, is to be removed, or any inscription made, the Cemetery Operator shall be notified.

- 10.12. Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered to be normal wear.
- 10.13. The Cemetery Operator will take reasonable precautions to protect the property of Interment Rights Holders, but assumes no liability for the loss of, or damage to, any monument, marker, or other structure, or part thereof.
- 10.14. The Cemetery Operator does not accept any responsibility or liability for a picture, photograph or monument should a picture or photograph become lost, faded, cracked, damaged or need to be removed.
- 10.15. Any monument or marker that is deemed a risk to public safety by the Cemetery Operator will result in actions taken in accordance with the Funeral, Burial and Cremation Services Act and Cemeteries Act so as to make the memorial safe.
- 10.16. The Cemetery Operator reserves the right to remove at its sole discretion any marker, monument, or inscription which is not in keeping with the dignity and decorum of the cemetery as determined by the Cemetery Operator.
- 10.17. Any contractor performing work at the cemetery at the request of any person who damages any lot, upright monument, marker or other structure, or otherwise does any injury in the cemetery, shall be personally responsible for such damage or injury and in addition thereto, his/her employers shall be liable.
- 10.18. All work done by monument/marker dealers should be done during regular office hours of the Cemetery, unless special permission is obtained from the Cemetery Operator.

## **11. FOUNDATION WORK**

- 11.1. A concrete foundation shall be required for all upright monuments.
- 11.2. All foundations for monuments shall be built by, or contracted to be built for, the Cemetery Operator at the expense of the Interment Rights Holder.
- 11.3. Foundation work shall be completed at least two times per year (Spring and Fall). However, in light of efficiencies, the Cemetery Operator reserves the right to cancel foundation work should an insufficient number of foundation

- orders be received. Foundations are completed from the May 1 to October 31 of each year.
- 11.4. The foundation shall be built in the designated space and in the exact dimensions of the monument base. If incorrect dimensions have been given on the Foundation Order Form, signed by the Interment Rights Holder or a person authorized to act on the Holder's behalf, and/or the monument supplier, the foundation will be removed and rebuilt or modified by the Cemetery Caretaker or those designated to do work on behalf of the Cemetery Operator at the expense of the Interment Rights Holder or person acting on behalf of the Holder.
  - 11.5. Foundations will be a minimum of 1.23 metres (4 feet) deep, and they shall be set at the direction of the Cemetery Manager. Foundations must be cured for a minimum of forty-eight (48) hours before placing the monument.
  - 11.6. The charges for the construction of foundations are identified in the Cemetery Price List.

## **12. CARE OF LOTS**

- 12.1. Income from the Care and Maintenance Fund shall be expended to maintain secure and preserve the cemetery grounds. Such expenses may include, but are not limited to expenses arising from:
  - Re-levelling and sodding or seeding of lots
  - Maintenance of cemetery roads, sewers and water systems
  - Maintenance of perimeter walls and fences
  - Maintenance of cemetery landscaping
  - Maintenance of columbarium
  - Repairs and general upkeep of cemetery maintenance buildings and equipment
- 12.2. The Cemetery Operator reserves the right to regulate the articles placed on lots or plots, including those that pose a threat to the safety of all Interment Rights Holders, visitors to the cemetery, Cemetery Contractor or his/her assistant or those designated to do work on behalf of the Cemetery Operator;

- prevents the Cemetery Operator from performing general cemetery operations; or are not in keeping with the respect and dignity of the cemetery. Prohibited articles will be removed and disposed of without notification.
- 12.3. No person shall plant trees, flower beds or shrubs in the cemetery except with the approval of the Cemetery Operator.
  - 12.4. All lots and plots shall be maintained and kept properly graded, sodded and mown by the Cemetery Supervisor or designate.
  - 12.5. Trees or shrubs (dwarf or ornamental type) are permitted on lots and plots when planted on the monument line under the direction of the Cemetery Supervisor provided that the shrubs/trees, etc. are maintained. The height of such shrubs/trees shall at no time exceed .91 metres (3 feet) above adjacent ground level. If, the planted shrubs/trees are not well maintained (ie. not trimmed, watered, etc.) the Cemetery Supervisor or designate assistant has the authority to remove any such neglected shrubs and trees.
  - 12.6. The diameter of such shrubs and/or ornamental trees at their widest point, including foliage shall at no time obstruct adjacent lots.
  - 12.7. If any trees or shrubs situated in the boundaries of any lot shall have, become by means of their roots, limbs or branches or in any way, detrimental to the adjacent lots, drains, roads or walks, or prejudicial to the appearance of the ground or inconvenient to the public, the Cemetery Supervisor or designate may remove such trees or shrubs or parts thereof.
  - 12.8. No Person other than the Cemetery Supervisor or designate shall cut or remove any sod or in any other way change the surface of the burial lot in the Cemetery. In the event of any such change, the Cemetery Operator may restore the lot to its original grade at the expense of the Holder.
  - 12.9. No unauthorized person shall move grave markers in the cemetery.
  - 12.10. Borders, fences, railing, cut-stone coping and hedges in or around lots are not permitted, except that borders to protect flowers can only be installed by permission of the Cemetery Manager. The borders around flower beds shall not exceed the width of the monument/marker base located at the head of a grave and must not exceed 50.8 cm (20 inches) distance from the

- monument/marker base. The Cemetery Operator shall not be responsible for such borders installed or for damage to such borders by lawn mowing or trimming equipment.
- 12.11. All moon rays/solar lights and other free standing articles shall be placed in a defined flower bed to allow the Cemetery Supervisor or designate to perform general cemetery operations in an effective and efficient manner. (See Section 1.16 for definition of defined flower bed).
- 12.12. Moon rays/solar lights and other free standing articles shall not be permitted where there is a flat marker and shall be removed by the Cemetery Supervisor or designate.
- 12.13. Flat markers with a vase affixed thereto, shall be permitted in the Cemetery, however, the vase shall only be allowed to be raised one (1) week before and one (1) week after Decoration Day (3rd Sunday in August). The vase must be lowered during the remainder of the year for maintenance purposes.
- 12.14. Nails, wires, glass or breakable pottery/ornamental containers/articles, or any other material that creates a hazard to workers and to visitors when neglected or broken shall not be permitted in the cemetery. The Cemetery Supervisor or designate shall have the authority to remove any neglected containers/articles deemed to be creating a hazard.
- 12.15. Candles, incense and flammable articles shall not be permitted in the cemetery.
- 12.16. The Cemetery Operator shall not be responsible for loss or damage to any articles left upon any lot or plot.
- 12.17. Rubbish shall not be thrown on roads, walks, or any part of the grounds or buildings. Receptacles are provided at convenient locations within the premises for the deposit of weed, decayed flowers, plants, etc.
- 12.18. When necessary, the Cemetery Supervisor or designate shall lay wooden planks on the burial lots and paths to protect the surface from damage of heavy equipment when undertaking required work within the cemetery.



**13. CARE OF LOTS - FLOWERS**

- 13.1. A flower bed should not be created if it is unable to be maintained. All flower beds are required to be maintained. If a flower bed is created and then unable to be maintained, the flower bed will be removed. The Cemetery Supervisor or designate shall have the right to remove a flower bed if it is not being maintained.
- 13.2. Flower beds shall be permitted in front of upright monuments and markers located at the head of lots, but must not exceed 50.8 cm (20 inches) distance from the monument/marker base. Beds are not to exceed the monument/marker width and where there is no monument, flower beds can only be planted by permission of, and under the direction of the Cemetery Supervisor. Planting of borders around lots is prohibited.
- 13.3. Flower beds/plants/shrubs, etc. shall not be permitted behind the monument as the rights to this area may belong to other individuals or the Cemetery Operator. Exceptions may apply to those who hold the rights to consecutive lots only upon written approval by the Cemetery Supervisor.
- 13.4. Flowers, flower beds, or shrubs, etc. shall be prohibited on lots designated for flat markers (memorial lots/urn garden).
- 13.5. Flowers placed on a grave for a funeral shall be removed by the Cemetery Supervisor or designate after a reasonable time to protect the sod and maintain the tidy appearance of the cemetery.
- 13.6. In the event that a flower bed located on a lot impedes a regular interment, the Cemetery Supervisor or designate shall have the right to remove such flower bed. It is the responsibility of the lot owner to replace such flower bed if desired.
- 13.7. Any shrubs or flowers not attended to by June 1st of each year may be cleaned up/removed by the Cemetery Supervisor or designate. All annual flowers must be removed or cleaned up and flower vases must be removed by November 1st of each year.
- 13.8. No glass containers shall be used for flowers.

- 13.9. Seasonal Artificial flowers, artificial wreaths without glass covers, etc. are permitted to be placed on a lot after November 15th of each year. Artificial wreaths must be securely fastened to the monument, or where there is not a monument, mounted on a stand of at least 76.20 cm (30 inches) high securely anchored to the ground.
- 13.10. To preserve the proper appearance of the grounds, artificial wreaths, flower arrangements and potted plants are permitted from May 1st – October 31rd of each year. Natural winter wreathes or toppers are permitted November 1st – March 31rd. The Cemetery Supervisor or designate will remove and dispose of them
- 13.11. The Cemetery Supervisor or designate reserves the right to remove all flowers, potted plants, wreaths and baskets of flowers (natural or artificial) when they become withered or unsightly, or for any other reasons such removals are in the best interest of the cemetery.

#### **14. TREE DEDICATION PROGRAM**

- 14.1. A person wishing to participate in the Tree Dedication Program must complete a 'Tree Planting Dedication Program' Form and pay the required fee in accordance with the Cemetery Price List at the time of purchase.
- 14.2. The Tree Dedication Program includes the planting of one (1) tree and the installation of a natural field stone (engraved), at the discretion of the Cemetery Supervisor.
- 14.3. The tree shall be planted and the marker installed by the Cemetery Supervisor or designate.
- 14.4. The Tree Dedication Program includes the cost to replace a tree, if necessary, at the discretion of the Cemetery Supervisor.
- 14.5. Trees for this program shall only be planted in the spring and fall of every year.

**15. CONTRACTOR PROVISIONS**

- 15.1. This by-law applies to all contractors and all work carried out by contractors within the cemetery grounds.
- 15.2. Any contractor who damages any lot, upright monument, marker or other structure, or otherwise does any injury in the Cemetery, shall be personally responsible for such damage or injury and in addition thereto, his/her employers shall be liable.
- 15.3. Contractors, monument dealers and suppliers shall not enter the cemetery in the evening, weekends or statutory holidays, unless approval has been granted by the Cemetery Operator.
- 15.4. No work will be performed at the cemetery except during the regular business hours of the cemetery, unless approval has been granted by the Cemetery Operator.
- 15.5. Contractors shall temporarily cease all operations if they are working within 100 metres of a funeral until the conclusion of the service. The Cemetery Operator reserves the right to temporarily cease contractor operations at their sole discretion if the noise of the work being performed by the contractor is deemed to be a disturbance to any funeral or public gathering within the cemetery.
- 15.6. Contractors, monument dealers and suppliers shall lay wooden planks on the burial lots and paths over which heavy materials are to be moved in order to protect the surface from damage.
- 15.7. Any contractor who has been requested by an Interment Rights Holder to perform any type of work is required to contact the Cemetery Supervisor for permission to perform such work.
- 15.8. Contractors performing work at the cemetery for or at the request of any person must provide to the Cemetery Supervisor proof of liability insurance and W.S.I.B. coverage and must comply with all applicable workplace safety and environmental legislation.
- 15.9. Where the Cemetery Supervisor has received a request by an Interment Rights Holder to perform miscellaneous/custom work (ie. removal of shrubs,

etc.), this work shall be recorded by the Cemetery Manager or his/her designate and the Rights Holder will be invoiced for the work completed as set out in the Cemetery Price List (i.e. materials supplied and the amount of time spent by the Cemetery Caretaker or designate to conduct the work).

## **16. RULES FOR VISITORS**

- 16.1. All visitors should conduct themselves in a quiet manner that shall not disturb any service being held.
- 16.2. Any person disturbing the quiet and good order of the cemetery by noise or other improper conduct or who violates these rules, shall be expelled from the grounds.
- 16.3. The Cemetery Supervisor and/or designate are empowered to preserve order and decorum in the Cemetery.
- 16.4. No person may damage, destroy, remove or deface any property within the cemetery.
- 16.5. Any person who, in the cemetery, damages or moves any tree, plant, marker, fence, structure or other thing usually erected, planted or placed in a cemetery is liable to the Town and any Interment Rights Holder who, as a result, incurs damage. The amount of damages shall be the amount required to restore the cemetery to the state that it was in before anything was damaged or moved by the person liable.
- 16.6. No parades other than funeral possessions shall be admitted to or be organized within the cemetery.
- 16.7. Children under the age of twelve (12) are welcome on the cemetery grounds when accompanied by an adult, who shall be responsible for their good conduct.
- 16.8. Visitors shall not run or walk over the lots or climb upon the monuments.
- 16.9. Vehicles within the cemetery shall be driven at a moderate rate of speed and shall not leave the roadways.
- 16.10. All-terrain vehicles or snowmobiles shall be prohibited on the cemetery grounds.

- 16.11. Proprietors of vehicles and other drivers shall be held responsible for any damage done by their vehicles within the cemetery.
- 16.12. Discharging of firearms, other than in regular volleys at burial services shall be prohibited in and around the cemetery.
- 16.13. Only leashed dogs and pets, involved in the interment service or subsequent visitations, will be permitted on the cemetery lands by permission of the Cemetery Supervisor or designate.
- 16.14. All other dogs and pets are not permitted in the cemetery boundaries.
- 16.15. Any complaints by Interment Rights Holders or visitors should be made to the Cemetery Supervisor and not the workers on the grounds and controversies with workers or other on the grounds are to be avoided.
- 16.16. No tips or gratuities are to be given to the cemetery workers by visitors or Interment Rights Holders, nor shall any be accepted by the cemetery workers.
- 16.17. No signs, notices, or advertising of any kind shall be allowed within the cemetery or within the immediate boundaries of the cemetery except those placed by the Cemetery Operator.
- 16.18. No picnic party shall be permitted in the cemetery.

## **17. EFFECTIVE DATE**

- 17.1. In accordance with the Funeral, Burial, and Cremation Services Act, 2002, the provisions of this By-Law shall come into force and take effect the latter of January 1, 2021 and the date of approval of this By-Law by the Registrar of the FBCSA.

By-Law 2021-\_\_\_\_

**18. THAT By-Law 3640 be repealed in its entirety upon approval of this By-Law.**

**READ A FIRST AND SECOND TIME THIS 25th day of JANUARY, 2021.**

**READ A THIRD AND FINAL TIME AND PASSED THIS 25th day of JANUARY, 2021.**

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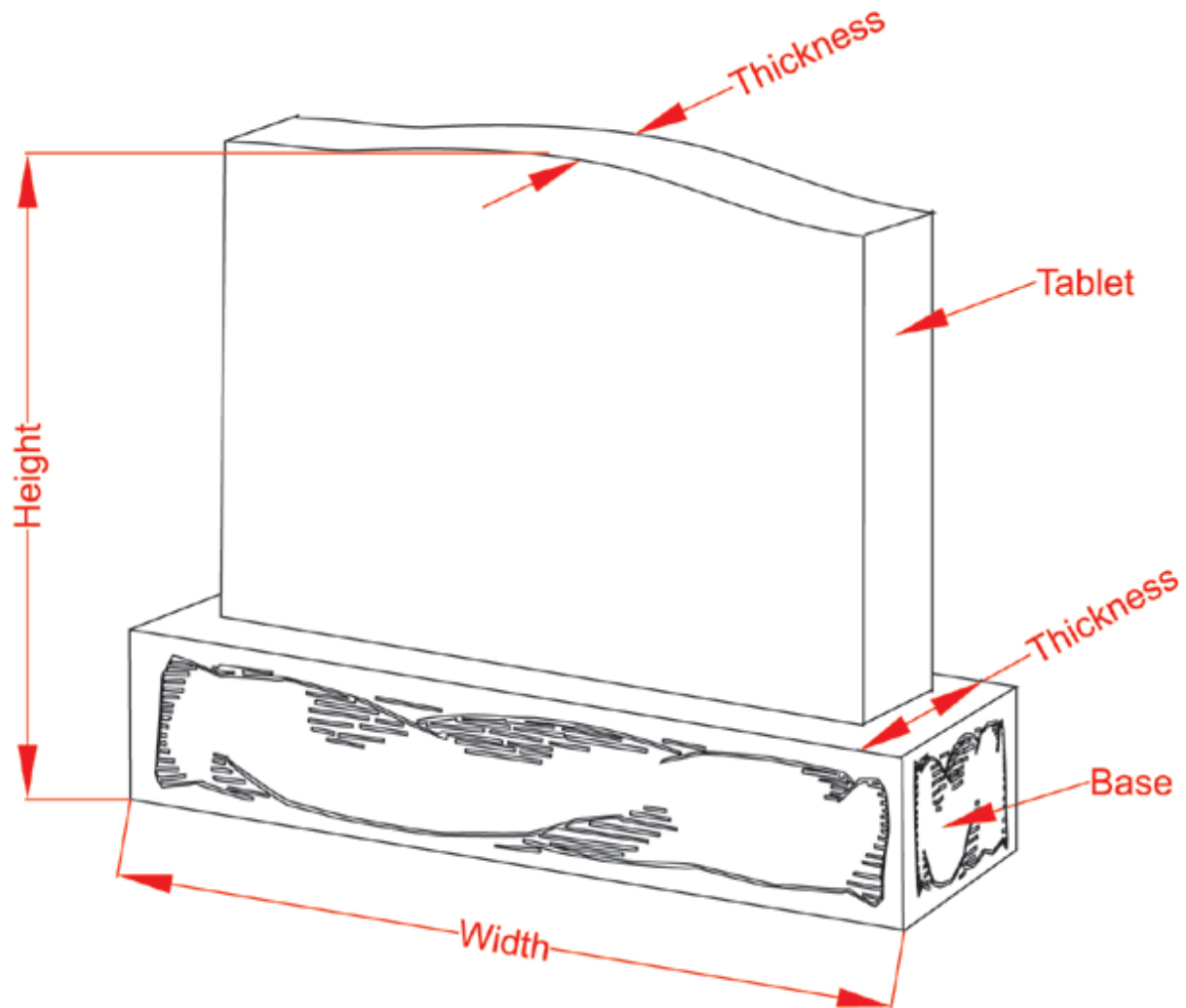
MAYOR – Stephen Molnar

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TOWN CLERK - Michelle Smibert

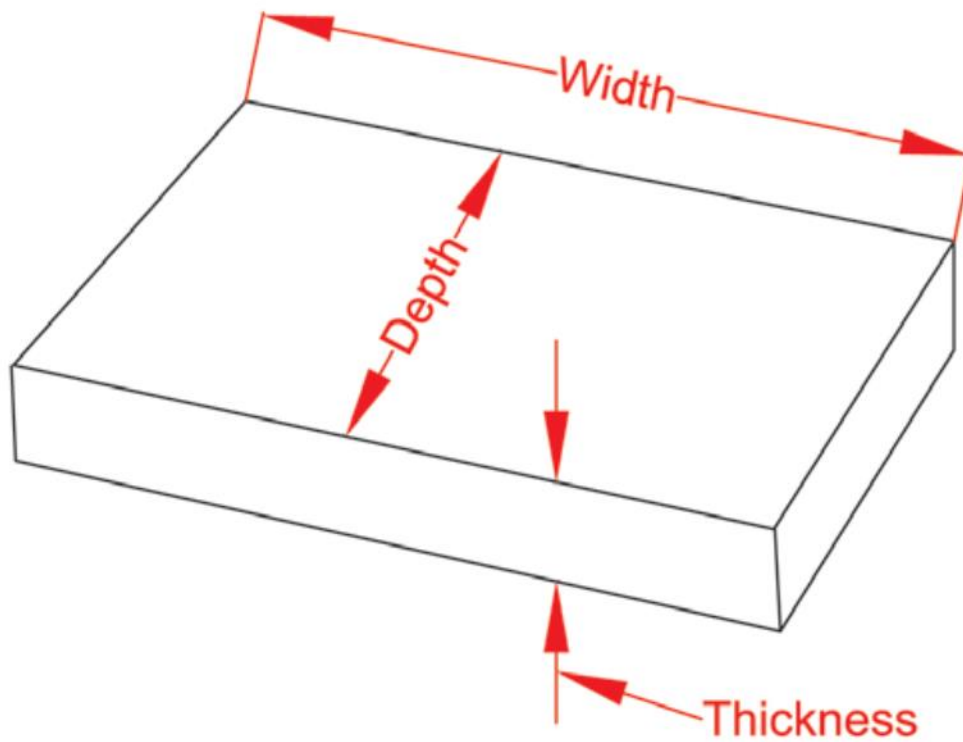
By-Law 2021-\_\_\_\_

# **Schedule A: Monument Dimension Guide**



By-Law 2021-\_\_\_\_

### Schedule B: Flat Marker Dimension Guide





**THE CORPORATION OF THE TOWN OF TILLSONBURG**

**BY-LAW 2021-\_\_\_\_**

**A BY-LAW to establish The Lake Lisgar Water Quality Trust Fund.**

**WHEREAS** the Council of the Corporation of the Town of Tillsonburg wishes to establish a trust fund to accept donations for the maintaining and protecting the overall health of Lake Lisgar.

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

1. There is hereby established a fund under name of "The Lake Lisgar Water Quality Trust Fund";
2. The objectives of the fund are to receive, maintain, control and use donations for the maintaining and protecting of the overall health of Lake Lisgar pursuant to the provisions of this by-law;
3. The Trustee of the Fund shall be the Council of the Corporation of the Town of Tillsonburg and shall have the power to:
  - a. Accept donations to the Fund including any real or personal property granted, donated, devised, bequeathed or otherwise conveyed to it;
  - b. Authorize payment of sums of money from monies donated or from monies earned from investments of the subject Fund in accordance with the objectives and provisions of this by-law;
  - c. Invest monies of this fund as provided in paragraph (4.) of this by-law.
4. Donations received herein shall be deposited into a special account and may be invested in such securities as a Trustee may invest in under the Trustee Act, and the earnings derived from the investment of such monies form part of the Fund.
5. The Town Treasurer shall be the Treasurer of the Fund herein.
6. The Auditors as appointed from time to time by Town Council shall cause an audit to be made annually of the receipts and disbursements of the Fund herein.
7. Donations made to the Fund shall be receipted by the municipality and subject to Paragraph 110 (1) of The Income Tax Act shall have the same status as gifts registered.

By-Law 2021-\_\_\_\_

8. This by-law shall come into force upon enactment.

**READ A FIRST AND SECOND TIME THIS 25th day of JANUARY, 2021.**

**READ A THIRD AND FINAL TIME AND PASSED THIS 25th day of JANUARY, 2021.**

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MAYOR – Stephen Molnar

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TOWN CLERK - Michelle Smibert

**THE CORPORATION OF THE TOWN OF TILLSONBURG**

**BY-LAW 2021-009**

**A BY-LAW to confirm the proceedings of Council at its meeting held on the 25th day of January, 2021.**

**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 January 25, 2021, with respect to every report, motion, by-law, or other action passed and taken by the Council, including the exercise of natural person powers, are hereby adopted, ratified and confirmed as if all such proceedings were expressly embodied in this or a separate by-law.
2. The Mayor and Clerk are authorized and directed to do all the things necessary to give effect to the action of the Council of The Corporation of the Town of Tillsonburg referred to in the preceding section.
3. The Mayor and the Clerk are authorized and directed to execute all documents necessary in that behalf and to affix thereto the seal of The Corporation of the Town of Tillsonburg.
4. This by-law shall come into full force and effect on the day of passing.

**READ A FIRST AND SECOND TIME THIS 25th DAY OF JANUARY, 2021.**

**READ A THIRD AND FINAL TIME AND PASSED THIS 25th DAY OF JANUARY, 2021.**

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MAYOR – Stephen Molnar

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TOWN CLERK – Michelle Smibert