

The Corporation of the Town of Tillsonburg

Council Meeting

AGENDA



Monday, July 12, 2021

5:00 PM

Electronic Meeting

1. Call to Order

2. Closed Session (5:00 p.m.)

Proposed Resolution #1

Moved By: _____

Seconded By: _____

THAT Council move into Closed Session to consider personal matters about identifiable individuals, including municipal or local board employees.

2.1. Adoption of Agenda

2.2. Disclosures of Pecuniary Interest and the General Nature Thereof

2.3. Adoption of Closed Session Council Minutes

2.4. Reports

2.4.1. 239 (2) (b) personal matters about identifiable individuals, including municipal or local board employees;

2.5. 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 July 12, 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 Council meeting held on June 28, 2021, and the minutes of the Special Council meeting held on June 29, 2021, be approved.

7. **Presentations**

8. **Public Meetings**

Proposed Resolution #4

Moved By: _____

Seconded By: _____

THAT Council move into the Committee of Adjustment to hear applications for Minor Variance at ____ p.m.

8.1. **Application for Minor Variance A14-21 (Ritchie)**

Proposed Resolution #5

Moved By: _____

Seconded By: _____

THAT the Committee of Adjustment approve Application File A14-21, submitted by Mark Ritchie, for lands described as Lot 12, Plan 551, Town of Tillsonburg, as it relates to:

1. Relief of Section 5.1 – Table 5.1.1.4 – Lot Coverage, maximum for all accessory buildings and structures, to increase the maximum permitted ground floor area from 50 m² (538.2 ft²) to 80 m² (753.47 ft²) to permit the construction of a detached accessory building.

Subject to the applicant obtaining a building permit for the proposed accessory building within one year of the date of the Committee's Decision.

8.2. **Application for Minor Variance A15-21 (Wall)**

Proposed Resolution #6

Moved By: _____

Seconded By: _____

THAT the Committee of Adjustment approve Application File A15-21, submitted by

Simon Wagler, for lands described as Lot 32, Plan 41M-369, Town of Tillsonburg, as it relates to:

1. Relief of Section 7.2, R2 Zone Provisions – Front Yard, Minimum Depth, to decrease the minimum required front yard depth from 6.0 m (19.7 ft) to 5.0 m (16.4 ft), to facilitate the construction of a single detached dwelling.

Subject to the following conditions:

- a) The applicant shall obtain a building permit for the proposed single detached dwelling within one year of the date of the Committee's Decision;
- b) That the proposed relief only apply to the construction of a single detached dwelling in a location and manner consistent with Plate 3 of Report CP-2021-231.

Proposed Resolution #7

Moved By: _____

Seconded By: _____

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

9. Planning Reports

10. Delegations

10.1. Harnek Grewal Re: Waste material by-laws

Proposed Resolution #8

Moved By: _____

Seconded By: _____

THAT the delegation by Harnek Grewal regarding waste material by-laws be received as information.

11. Deputation(s) on Committee Reports

12. COVID-19

13. Information Items

13.1. Ministry of Transportation Re: Community Transportation (CT) Grant Program Extension

13.2. Ministry of Municipal Affairs and Housing Re: Municipal Modernization Phase 2 Funding

13.3. Solicitor General Re: Responding to Animals Left in Motor Vehicles

Proposed Resolution #9

Moved By: _____

Seconded By: _____

THAT Council receives the correspondence from the Ministry of Transportation dated June 28, 2021, and the correspondence from the Ministry of Municipal Affairs and Housing dated June 30, 2021, and the correspondence from the Solicitor General dated July 8, 2021, as information.

14. Staff Reports**14.1. Chief Administrative Officer****14.2. Corporate Services****14.3. Economic Development****14.3.1. EDM 21-21 Offer to Purchase - Ravine Lands West of Borden Crescent**Proposed Resolution #10

Moved By: _____

Seconded By: _____

THAT Council receives report EDM 21-21 Offer to Purchase – Ravine Lands West of Borden Crescent;

AND THAT a By-Law be brought forward to authorize the Mayor and Clerk to enter into an agreement of purchase and sale with Tillsonburg Developments Inc in Trust for 2407774 Ontario Limited for the property described Parts 1, 2, 3 and 4, Plan 41R-8799.

14.4. Finance**14.4.1. FIN 21-21 BIA Levy Assessment By-Law**Proposed Resolution #11

Moved By: _____

Seconded By: _____

THAT a By-law to amend the BIA By-Law 2013 to establish a maximum and minimum levy for 164, 170, 200 and 248 Broadway be brought forward for Council consideration.

14.4.2. FIN 21-22 Revised 2021 Final Tax By-Law Schedule AProposed Resolution #12

Moved By: _____

Seconded By: _____

THAT a By-law to amend the Tax Rate By-Law 2021-062 to replace Schedule "A" be brought forward for Council consideration.

14.4.3. FIN 21-23 2022 Budget Process

Proposed Resolution #13

Moved By: _____

Seconded By: _____

THAT Council receives report FIN 21-23 2022 Budget Process;

AND THAT the following dates are scheduled for Council Budget Meetings:

Monday, November 29, 2021 4:00 p.m. to 9:00 p.m.

Monday, December 6, 2021 9:00 a.m. to 3:00 p.m.

Thursday, December 16, 2021 4:00 p.m. to 9:00 p.m.

Monday, January 17, 2022 6:00 p.m. to 9:00 p.m.

14.5. Fire and Emergency Services

14.6. Operations and Development

14.6.1. OPD 21-27 Sign By-Law Amendment - COVID-19

Proposed Resolution #14

Moved By: _____

Seconded By: _____

THAT Council receives report OPD 21-27 Sign By-Law Amendment – COVID-19 as information;

AND THAT a By-Law to amend By-Law 3798, being a by-law to prohibit or regulate signs and other advertising devices and the posting of notices within the Town of Tillsonburg, be brought forward for Council's consideration;

AND THAT a By-Law to amend By-Law 2021-004, being a Schedule of Fees for certain Municipal applications, services and permits in the Town of Tillsonburg, be brought forward for Council's consideration.

14.7. Recreation, Culture and Parks

15. New Business

16. Consideration of Committee Minutes

16.1. Committee MinutesProposed Resolution #15

Moved By: _____

Seconded By: _____

THAT the Accessibility Advisory Committee minutes dated June 8, 2021, be received as information.

17. Motions/Notice of MotionsProposed Resolution #

Moved By: Councillor Esseltine

Seconded By: _____

THAT Staff be directed to prepare a report regarding the development of a Traditional Territory Acknowledgment Statement for the Town of Tillsonburg. Said draft Traditional Territory Acknowledgement Statement to be included in the report. This acknowledgement would appropriately be incorporated at the beginning of Town of Tillsonburg Council meetings, gatherings, events or presentations, and be printed on the town's website.

The goal of this Statement would be to encourage the acknowledgement of the First Peoples on whose traditional territories we live and work and show recognition and respect for indigenous people.

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

19.1. A By-Law to authorize an agreement of purchase and sale with Tillsonburg Developments Inc in Trust for 2407774 Ontario Limited

19.2. A By-law to amend By-Law 2013 (BIA)

19.3. A By-law to amend By-Law 2021-062 (Tax Rates)

19.4. A By-Law to amend By-Law 3798 (Sign By-Law)

19.5. A By-Law to amend By-Law 2021-004 (Rates and Fees)

Proposed Resolution #16

Moved By: _____

Seconded By: _____

THAT A By-Law to authorize an agreement of purchase and sale with Tillsonburg Developments Inc in Trust for 2407774 Ontario Limited; and

A By-law to amend By-Law 2013 (BIA); and

A By-law to amend By-Law 2021-062 (Tax Rates); and

A By-Law to amend By-Law 3798 (Sign By-Law); and

A By-Law to amend By-Law 2021-004 (Rates and Fees), 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 #17

Moved By: _____

Seconded By: _____

THAT By-Law 2021-071, to Confirm the Proceedings of the Council meeting held on July 12, 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 #18

Moved By: _____

Seconded By: _____

THAT the Council meeting of July 12, 2021 be adjourned at ____ p.m.

The Corporation of the Town of Tillsonburg

Council Meeting

MINUTES



Monday, June 28, 2021
5:00 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, Director of Corporate Services/Clerk
Sheena Pawliwec, Director of Finance/Treasurer
Paul Groeneveld, Acting Fire Chief
Carlos Reyes, Director of Operations and Development
Cephas Panschow, Development Commissioner
David Drobitch, Manager of Parks and Facilities
Amelia Jaggard, Deputy Clerk

Regrets: Chris Baird, Director of Recreation, Culture and Parks

1. Call to Order

The meeting was called to order at 5:00 p.m.

2. Closed Session (5:00 p.m.)

Resolution # 2021-299**Moved By:** Councillor Rosehart**Seconded By:** Councillor Gilvesy

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

Carried

2.1 Adoption of Agenda**2.2 Disclosures of Pecuniary Interest and the General Nature Thereof****2.3 Adoption of Closed Session Council Minutes****2.4 Reports**

2.4.1 239 (2) (c) a proposed or pending acquisition or disposition of land by the municipality or local board;

2.4.2 239 (2) (c) a proposed or pending acquisition or disposition of land by the municipality or local board;

2.4.3 239 (2) (c) a proposed or pending acquisition or disposition of land by the municipality or local board;

2.5 Back to Open Session**3. Adoption of Agenda (6:00 p.m.)****Resolution # 2021-300****Moved By:** Councillor Rosehart**Seconded By:** Councillor Gilvesy

THAT the Agenda as prepared for the Council meeting of June 28, 2021, be approved.

Carried

4. Moment of Silence

Mayor Molnar recited a Traditional Territory Acknowledgment Statement.

Council held a moment of silence for the children found buried at sites of former Indian Residential Schools.

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 # 2021-301

Moved By: Councillor Parker

Seconded By: Councillor Luciani

THAT the minutes of the Council meeting held on June 14, 2021, and the minutes of the Council Planning meeting held on June 21, 2021, be approved.

Carried

7. Presentations

7.1 2020 Draft Financial Statements

Dianne Latta, Millard, Rouse and Rosebrugh LLP, appeared before Council to present the 2020 draft financial statements.

Opportunity was provided for comments and questions from Council.

Resolution # 2021-302

Moved By: Deputy Mayor Beres

Seconded By: Councillor Luciani

THAT Council approves the 2020 Financial Statements as presented;

AND THAT the 2020 Management Letter be received.

Carried

7.2 Community Strategic Plan

Erin O'Hoski, Boulevard Strategy Group, was present to present the Community Strategic Plan.

Opportunity was provided for comments and questions from Council.

There was discussion regarding how to include the community in performance measurement.

Council reviewed feedback submitted by Council members as attached to the agenda and made amendments to the plan.

Ms. O'Hoski confirmed that once the summary document is approved the formatting will be updated to make the document more engaging for circulation in mid-July.

Resolution # 2021-303**Moved By:** Councillor Luciani**Seconded By:** Councillor Parker

THAT the Community Strategic Plan be approved with the additional suggestions adopted by Council and incorporated into it.

Carried

8. Public Meetings

9. Planning Reports

10. Delegations

11. Deputation(s) on Committee Reports

**11.1 EDM 21-20 Economic Development Advisory Committee
Recommendation Regarding Industrial Street Naming**

Jesse Goossens, Chair, Economic Development Advisory Committee, appeared before Council.

Opportunity was provided for comments and questions from Council.

Resolution # 2021-304**Moved By:** Councillor Esseltine**Seconded By:** Councillor Parker

THAT Council receives report EDM 21-20 Economic Development Advisory Committee Recommendation Regarding Industrial Street Naming;

AND THAT the future North/South roadway in the Van Norman Innovation Park be named Innovation Way from Highway 3 South to the future intersection;

AND THAT the future East/West roadway in the Van Norman Innovation Park be named Progress Drive from the future intersection West to the cul-de-sac.

Carried

12. COVID-19

Mayor Molnar provided a local update and shared informational resources.

13. Information Items

13.1 Knights of Columbus Re: Thank You

Resolution # 2021-305**Moved By:** Councillor Rosehart**Seconded By:** Councillor Gilvesy

THAT Council receives the correspondences from the Knights of Columbus dated June 11, 2021, as information.

Carried

14. Staff Reports**14.1 Chief Administrative Officer****14.2 Corporate Services****14.3 Economic Development****14.3.1 EDM 21-19 Offers to Purchase – Alleyway between Coyle Lane and Francis Street****Resolution # 2021-306****Moved By:** Councillor Parker**Seconded By:** Councillor Luciani

THAT Council receives report EDM 21-19 Offers to Purchase – Alleyway between Coyle Lane and Frances Street;

AND THAT a By-Law be brought forward to authorize the Mayor and Clerk to enter into an agreement of purchase and sale with Sandra Pake for the property described as the North part of the Alleyway between Francis Steet and Coyle Lane and to be described by a new 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 Christopher Meloche for the property described as the middle North part of the Alleyway between Francis Steet and Coyle Lane and to be described by a new 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 John Fish for the property described as the Centre middle South part of the Alleyway between Francis Steet and Coyle Lane and to be described by a new 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 Tracy Dinsmore for the property described as the South part of the Alleyway

between Francis Steet and Coyle Lane and to be described by a new reference plan.

Carried

14.4 Finance

14.4.1 FIN 21-16 Assessment Appeal Impact; 248 Broadway

There was discussion regarding how the funds are intended to be recovered in the 2022 budget by reducing the façade contribution.

Resolution # 2021-307

Moved By: Councillor Esseltine

Seconded By: Deputy Mayor Beres

THAT Council receives report FIN 21-16 Assessment Appeal Impact; 248 Broadway as information;

AND THAT option C part two be selected to assist the BIA with managing the financial impact resulting from the assessment appeal.

Carried

14.4.2 FIN 21-17 2020 Financial Statement Reconciliation

Resolution # 2021-308

Moved By: Deputy Mayor Beres

Seconded By: Councillor Parker

THAT Council receives report FIN 21-17 2020 Financial Statement Reconciliation as information.

Carried

14.4.3 FIN 21-18 2020 Surplus Allocation

Resolution # 2021-309

Moved By: Councillor Gilvesy

Seconded By: Councillor Rosehart

THAT Council receives report FIN 21-18 2020 Surplus Allocation as information;

AND THAT Council approves the 2020 Operating Surplus of \$195,388 be contributed to the Tax Rate Stabilization Reserve, with \$150,000 earmarked for 2021 Operating budget funding as previously approved.

Carried

14.4.4 FIN 21-19 2020 Summary of Reserves and Trusts

Resolution # 2021-310

Moved By: Councillor Rosehart

Seconded By: Councillor Gilvesy

THAT Council receives report FIN 21-19 2020 Summary of Reserves and Trusts as information.

Carried

14.4.5 FIN 21-20 Covid-19 Tax Deferral Report

Resolution # 2021-311

Moved By: Councillor Luciani

Seconded By: Deputy Mayor Beres

THAT Council receives FIN 21-20 Covid-19 Tax Deferral Report as information.

Carried

14.5 Fire and Emergency Services

14.5.1 FRS 21-07 Fire Services Radio Communications - Tower Site Equipment

Resolution # 2021-312

Moved By: Councillor Parker

Seconded By: Councillor Gilvesy

THAT staff report FRS 21-07 be received as information;

AND THAT Staff be directed to purchase and install radio equipment as proposed on both the TFRS Reservoir and Community Service Centre Towers from Five9 Solutions in the amount of \$37,732.75 plus HST;

AND THAT the radio equipment and installation be debentured as proposed in this report.

Carried

14.6 Operations and Development

14.7 Recreation, Culture and Parks

14.7.1 RCP 21-15 HVAC Replacement - Corporate Office**Resolution # 2021-313****Moved By:** Deputy Mayor Beres**Seconded By:** Councillor Luciani

THAT report RCP 21-15 HVAC Replacement – Corporate Office be received as information;

AND THAT Council direct staff to proceed immediately with the replacement of the HVAC unit which serves the Corporate Office;

AND THAT the Annandale Boiler Replacement project as approved in the 2021 Capital Budget be deferred and re-budgeted for 2022 with the funding amount of \$50,000 through taxation reallocated to the HVAC replacement and any residual dollars be contributed to the RCP reserve.

Carried

15. New Business**16. Consideration of Committee Minutes****16.1 Committee Minutes****Resolution # 2021-314****Moved By:** Councillor Esseltine**Seconded By:** Councillor Parker

THAT Council receives the Economic Development Advisory Committee minutes dated June 8, 2021, the Culture, Heritage and Special Awards Committee minutes dated June 9, 2021, and the Tillsonburg Airport Advisory Committee minutes dated May 20, 2021 as information.

Carried

16.2 Long Point Region Conservation Authority Minutes**Resolution # 2021-315****Moved By:** Councillor Luciani**Seconded By:** Councillor Esseltine

THAT Council receives the Long Point Region Conservation Authority Minutes dated May 5, 2021 and May 19, 2021, as information.

Carried

16.3 Police Services Board Minutes

Resolution # 2021-316**Moved By:** Deputy Mayor Beres**Seconded By:** Councillor Luciani

THAT Council receives the Police Services Board meeting minutes dated November 18, 2020, December 16, 2020, February 17, 2021 and April 21, 2021, as information.

Carried**17. Motions/Notice of Motions**

Councillor Esseltine requested that the following notice of motion be included on the July 12, 2021 Council agenda.

Resolution #**Moved By:** Councillor Esseltine

THAT Staff be directed to prepare a report regarding the development of a Traditional Territory Acknowledgment Statement for the Town of Tillsonburg. Said draft Traditional Territory Acknowledgement Statement to be included in the report. This acknowledgement would appropriately be incorporated at the beginning of Town of Tillsonburg Council meetings, gatherings, events or presentations, and be printed on the town's website.

The goal of this Statement would be to encourage the acknowledgement of the First Peoples on whose traditional territories we live and work and show recognition and respect for indigenous people.

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

19.1 By-Law 2021-070, to authorize an agreement of purchase and sale with Sandra Pake

19.2 By-Law 2021-072, to authorize an agreement of purchase and sale with Christopher Meloche

19.3 By-Law 2021-073, to authorize an agreement of purchase and sale with John Fish

19.4 By-Law 2021-074, to authorize an agreement of purchase and sale with Tracy Dinsmore

Resolution # 2021-317**Moved By:** Councillor Gilvesy**Seconded By:** Councillor Rosehart

THAT By-Law 2021-070, to authorize an agreement of purchase and sale with Sandra Pake; and

By-Law 2021-072, to authorize an agreement of purchase and sale with Christopher Meloche; and

By-Law 2021-073, to authorize an agreement of purchase and sale with John Fish; and

By-Law 2021-074, to authorize an agreement of purchase and sale with Tracy Dinsmore, 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

20. Confirm Proceedings By-law

Resolution # 2021-318

Moved By: Councillor Parker

Seconded By: Councillor Esseltine

THAT By-Law 2021-068, to Confirm the Proceedings of the Council meeting held on June 28, 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

21. Items of Public Interest

Staff noted that the Lake Lisgar Waterpark slide construction will be completed tomorrow and that an approved permit is expected in one to two weeks.

Upcoming Council meetings include:

- Monday, July 12, 2021 at 6:00 p.m. regular meeting

22. Adjournment

Resolution # 2021-319

Moved By: Councillor Rosehart

Seconded By: Councillor Gilvesy

THAT the Council meeting of June 28, 2021 be adjourned at 8:05 p.m.

Carried

The Corporation of the Town of Tillsonburg

Special Council Meeting

MINUTES



Tuesday, June 29, 2021
12:00 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, Director of Corporate Services/Clerk
Amelia Jaggard, Deputy Clerk
Ian McKenzie, General Manager, Hydro Operations

1. Call to Order

The meeting was called to order at 12:00 p.m.

2. Closed Session

3. Adoption of Agenda

Resolution # 2021-320

Moved By: Councillor Parker

Seconded By: Councillor Esseltine

THAT the Agenda as prepared for the Special Council meeting of June 29, 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. Tillsonburg Hydro Inc. Annual General Meeting

Resolution # 2021-321

Moved By: Councillor Luciani

Seconded By: Deputy Mayor Beres

THAT Council move into the Annual General Meeting of the Shareholder of Tillsonburg Hydro Inc. at 12:03 p.m.

Carried

7. Motions/Notice of Motions

8. Confirm Proceedings By-law

Resolution # 2021-322

Moved By: Councillor Gilvesy

Seconded By: Councillor Rosehart

THAT By-Law 2021-069, to Confirm the Proceedings of the Special Council meeting held on June 29, 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

Council recognized and thanked Ian McKenzie, General Manager of Hydro Operations, for his contributions to the Town of Tillsonburg and wish him best in his future endeavors.

Resolution # 2021-323

Moved By: Councillor Esseltine

Seconded By: Councillor Parker

THAT the Special Council meeting of June 29, 2021 be adjourned at 12:29 p.m.

Carried



Growing stronger together

Community Planning

P. O. Box 1614, 21 Reeve Street

Woodstock Ontario N4S 7Y3

Phone: 519-539-9800 • Fax: 519-421-4712

Web site: www.oxfordcounty.ca

Our File: **A14-21**

APPLICATION FOR MINOR VARIANCE

TO: Town of Tillsonburg Committee of Adjustment
MEETING: July 12, 2021
REPORT NUMBER: 2021-232

OWNER: Mark Ritchie
 26 Glendale Drive, Tillsonburg ON N4G 1J2

REQUESTED VARIANCE:

1. Relief of **Section 5.1 – Table 5.1.1.4 – Lot Coverage**, maximum for all accessory buildings and structures, to increase the maximum permitted ground floor area from 50 m² (538.2 ft²) to 80 m² (753.47 ft²) to permit the construction of a detached accessory building.

LOCATION:

The subject property is legally described as Lot 12, Plan 551, Town of Tillsonburg. The lands are located on the north east corner of Glendale Drive and Craig Street, and are municipally known as 26 Glendale Drive.

BACKGROUND INFORMATION:

COUNTY OF OXFORD OFFICIAL PLAN:

Schedule 'T-1'	Town of Tillsonburg Land Use Plan	Residential
Schedule 'T-2'	Town of Tillsonburg Residential Density Plan	Low Density Residential

TOWN OF TILLSONBURG ZONING BY-LAW:

Low Density Residential Type 1 Zone (R1)

SURROUNDING USES:

Surrounding land uses include existing low density residential development, consisting of single detached dwellings.

COMMENTS:**(a) Purpose of the Application:**

The applicant is requesting relief from the above noted provision of the Town Zoning By-law to facilitate the future construction of a detached residential accessory building, with an area of 69.7 m² (750 ft²). The accessory building is proposed for personal storage purposes.

The subject property has an approximate area of 836 m² (9,000 ft²), with the existing dwelling having an area of 145 m² (1,560 ft²). There is an existing shed with an area of 7.2 m² (77.5 ft²) on the subject lands that is proposed to remain.

Plate 1, Location Map with Existing Zoning, depicts an aerial view of the property, location, and the zoning in the immediate vicinity.

Plate 2, 2015 Aerial Map, shows an aerial view of the subject property.

Plate 3, Applicant's Sketch, shows the location of the proposed accessory building on the subject property.

Plate 4, Building Elevations, depicts the proposed appearance of the accessory building.

(b) Agency Comments:

The application was circulated to a number of public agencies. No comments were received in response to the agency circulation.

(c) Public Consultation:

Public Notice was provided to surrounding property owners on June 30, 2021 in accordance with the requirements of the Planning Act. As of the writing of this report, no comments or concerns had been received from the public.

(d) Intent and Purpose of the Official Plan:

The subject lands are designated 'Low Density Residential' according to the Official Plan. Within the 'Low Density Residential' designation, permitted land uses primarily consist of low density housing forms including single detached dwellings, duplexes and street fronting town houses as well as accessory uses thereto. The use of the lands for a single detached dwelling conforms to the 'Low Density Residential' policies of the Official Plan.

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

The subject property is zoned 'Low Density Residential Type 1 Zone (R1)' in the Town Zoning By-law, which permits a single detached dwelling, as well as residential accessory structures.

Table 5.1.1.4 of the Zoning By-law establishes the development standards for accessory buildings and structures and provides that residential accessory buildings shall be located a minimum of 1.2 m (3.9 ft) from the main building on the property and shall have a maximum height of 3.7 m (12.1 ft), with a maximum lot coverage of 50 m² (538.2 ft²) or 10% of lot area, whichever is less,

and shall be located in accordance with the minimum yard setback requirements of the applicable zone.

These provisions are intended to ensure such structures remain clearly secondary and ancillary to the main use of the property, while having minimal impacts on neighbouring properties. These provisions also assist in ensuring sufficient space is maintained on the property to accommodate for grading and drainage, as well as private amenity space.

In this instance, the applicants are proposing to construct a residential accessory building, 69.7 m² (750 ft²) to replace an existing carport and provide additional room for personal storage purposes. As per the submitted site sketch, the proposed accessory building also appears to maintain the required 1.2 m (3.9 ft) rear and interior side yard setback, as well as the required 1.2 m (3.9 ft) setback distance to the existing dwelling on the subject lands.

At approximately 836 m² (9,000 ft²), it is recognized that sufficient lot area exists on the subject property to accommodate for drainage and amenity space.

It is the opinion of this office that the proposed increase to the permitted accessory building lot coverage meets the intent of the Town Zoning By-law, as the total area and height of the proposed accessory structure are such that the building can be considered secondary or ancillary to the main use of the property for residential purposes, which consists of a dwelling approximately 145 m² (1,560 ft²) in size. Further, staff are of the opinion that the minor increase to the lot coverage for the proposed detached garage can be considered reasonable for the needs of a residential use.

(f) Desirable Development/Use:

It is the opinion of this Office that the applicant's request can be considered minor and desirable for the development of the subject property, as the proposed relief will facilitate the construction of a detached accessory structure served by an existing driveway, which will be consistent with the existing development in the area. For Committee's information, no comments of concern have been received from any of the neighbouring property owners or public agencies circulated.

Planning staff have reviewed the applicant's request and are of the opinion that given the nature of the proposal it is in keeping with the Town Zoning By-law as the proposed relief represents a minor deviation from the maximum lot coverage for accessory buildings as contained within the Town's Zoning By-law.

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

RECOMMENDATION:

That the Town of Tillsonburg Committee of Adjustment approve Application File A14-21, submitted by Mark Ritchie, for lands described as Lot 12, Plan 551, Town of Tillsonburg, as it relates to:

1. Relief of **Section 5.1 – Table 5.1.1.4 – Lot Coverage**, maximum for all accessory buildings and structures, to increase the maximum permitted ground floor area from 50 m² (538.2 ft²) to 80 m² (753.47 ft²) to permit the construction of a detached accessory building.

Subject to the following condition:

- a) The applicant shall obtain a building permit for the proposed accessory building within one year of the date of the Committee's Decision.

As the proposed variance is:

- (i) a minor variance from the provisions of the Town of Tillsonburg Zoning By-law No. 3295;
- (ii) desirable for the appropriate development or use of the land;
- (iii) in-keeping with the general intent and purpose of the Town of Tillsonburg Zoning By-law No. 3295; and
- (iv) in-keeping with the general intent and purpose of the Official Plan.

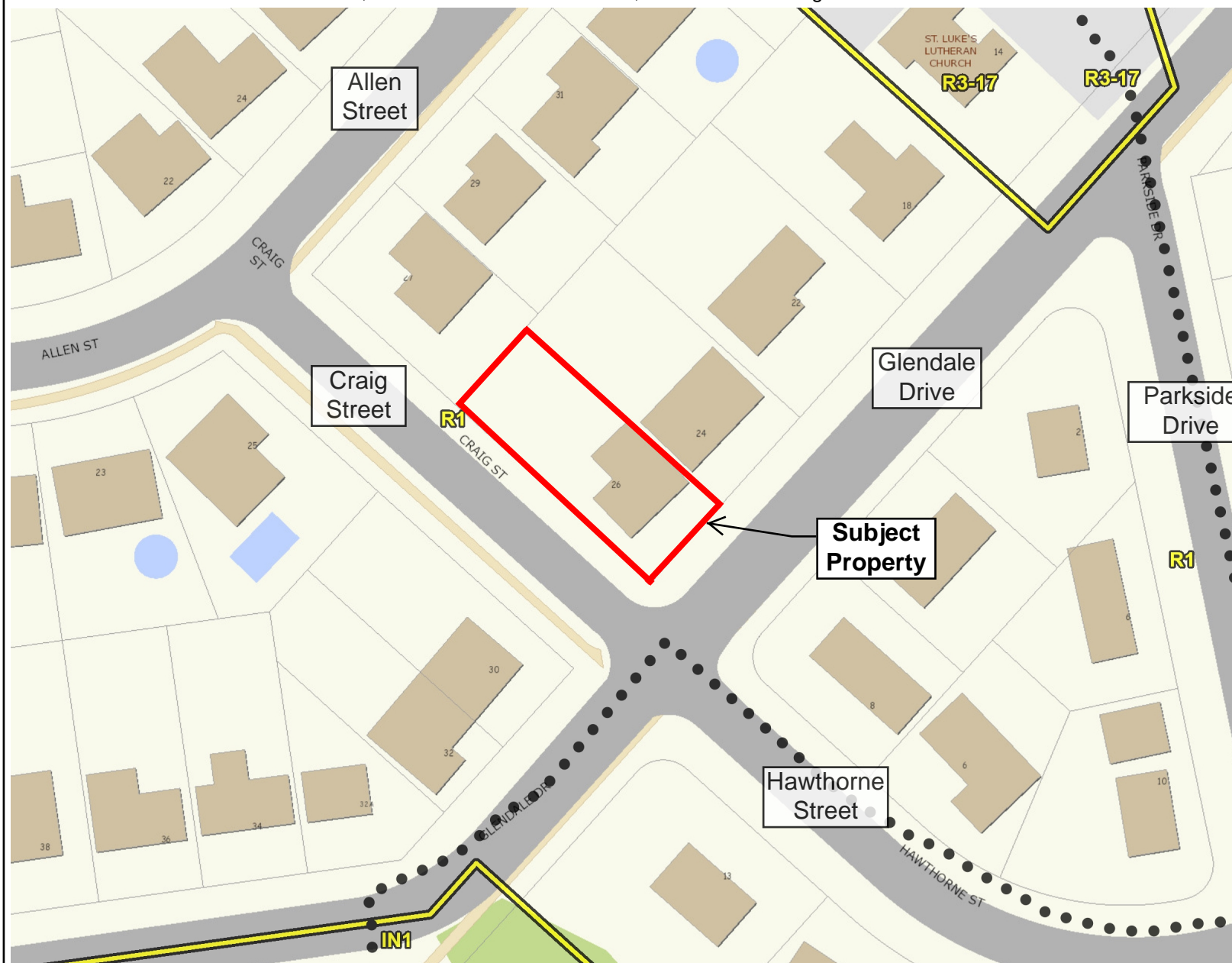
Authored by: *original signed by*

Eric Gilbert, MCIP, RPP
Senior Planner

Approved for submission by: *original signed by*

Gordon K. Hough, RPP
Director

Plate 1: Location Map with Existing Zoning
File No. A-14/21- Mark Ritchie
Lot 12, Plan 551 - 26 Glendale Drive, Town of Tillsonburg

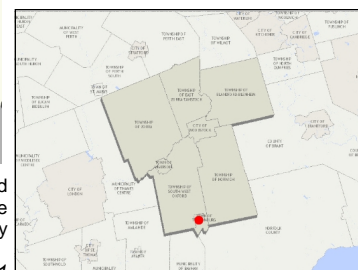


Legend

Zoning Floodlines Regulation Limit

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

Notes



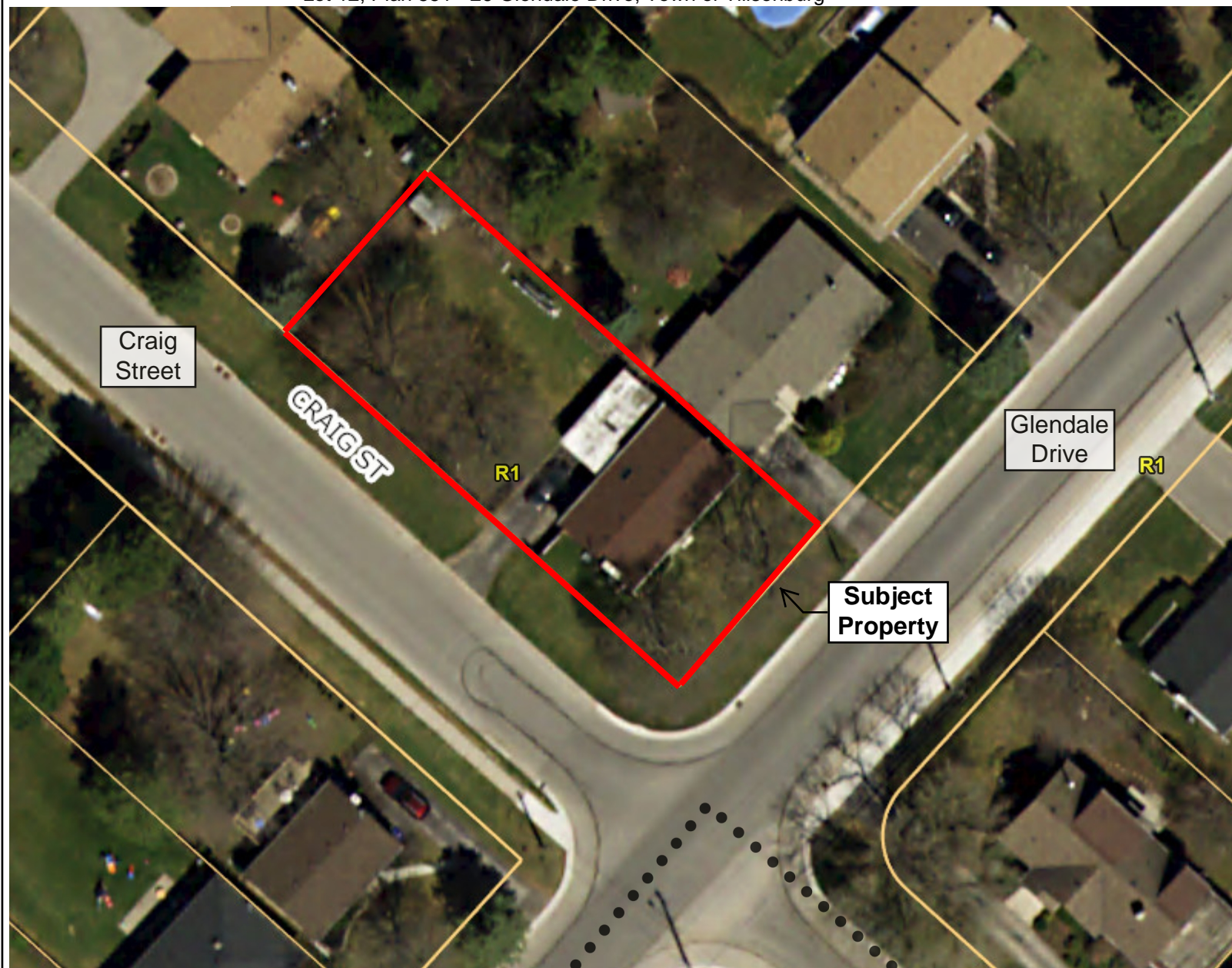
0 26 51 Meters

NAD_1983_UTM_Zone_17N



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

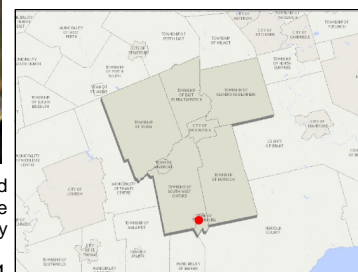
June 28, 2021



Legend

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

Notes



0 13 26 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

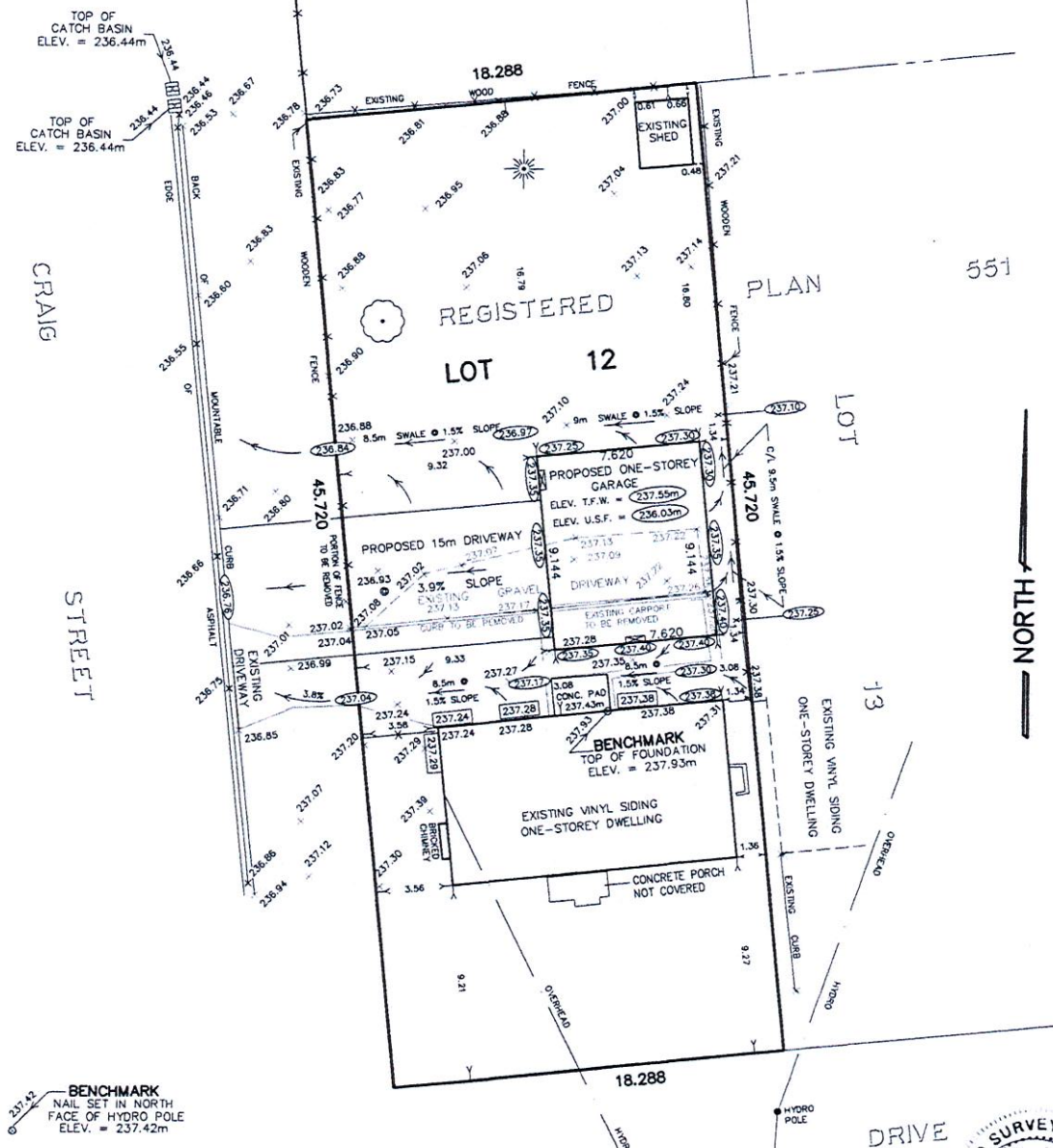
June 28, 2021

Plate 3: Applicant's Sketch

File No. A-14/21- Mark Ritchie

Lot 12, Plan 551 - 26 Glendale Drive, Town of Tillsonburg

LOT 88



SITE PLAN

PREPARED FOR BUILDING PERMIT
AND LOT GRADING

FOR: MARK RITCHIE

MUNICIPAL # 26 GLENDALE DRIVE

SCALE 1:200

METRIC

0 5 10 15 METRES

DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

CAUTION

- THIS IS NOT A PLAN OF SURVEY OR SURVEYOR'S REPORT AND SHALL NOT BE USED FOR TRANSACTION OR FINANCING PURPOSES
- DO NOT CONVEY FROM THIS PLAN
- THE PROPOSED BUILDING AND ITS LOCATION SHOWN HEREON MAY BE SUBJECT TO CHANGES PRIOR TO CONSTRUCTION. THIS SKETCH SHOULD NOT BE RELIED UPON AS CERTIFICATION THAT THE DWELLING WAS ACTUALLY CONSTRUCTED AS SHOWN.
- ELEVATION OF EXISTING GROUND WATER TABLE AND SOIL CONDITIONS NOT DETERMINED

NOTES

- (1) - PROPERTY DIMENSIONS ARE AS SHOWN ON REGISTERED PLAN 551
- (2) - PROPOSED BUILDING POSITIONED BY CALCULATIONS, NOT BY ACTUAL SURVEY
- (3) - PROPOSED FINAL GRADES ARE SHOWN (218.75) AND ARE IN METERS
- PROPOSED EXISTING GRADES ARE SHOWN (218.75) AND ARE TO REMAIN.
- T.F.W. DENOTES TOP OF FOUNDATION WALL
- U.S.F. DENOTES UNDERSIDE OF FOOTING
- (4) - SITE BENCHMARK SPIKE SET IN NORTH FACE OF HYDRO POLE WEST OF THE SUBJECT PROPERTY HAVING A GEODETIC ELEVATION OF 237.42 meters
- ELEVATIONS ARE REFERRED TO THE CGVD 1928 VERTICAL DATUM
- (5) - IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE ELEVATION OF THE UPPER LIMIT OF THE GROUND WATER TABLE, SOIL BEARING CAPACITY AND THE ELEVATION OF THE UNDER SIDE OF FOOTING PRIOR TO EXCAVATION.
- (6) - IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE SITE BENCH MARK PRIOR TO EXCAVATION
- (7) - EXISTING ELEVATIONS SHOWN 237.50 WERE MEASURED APRIL 9th, 2021
- (8) - AREA OF LOT 12 = 836.0 SQUARE METRES
- AREA OF DWELLING AND CARPORT = 145.0 SQUARE METRES
- EXISTING LOT COVERAGE = 17.3%
- AREA OF PROPOSED SHOP AND EXISTING DWELLING = 169.4 SQUARE METRES
- PROPOSED LOT COVERAGE = 20%

NOTE: TOP OF FOUNDATION WALL TO UNDERSIDE OF FOOTING IS 5'-0" OR 1.52m

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KIM HUSTED SURVEYING LTD.

ONTARIO LAND SURVEYOR

30 HARVEY STREET, TILLSONBURG, ONTARIO. N4G 3J8
PHONE: 519-842-3638 FAX: 519-842-3639

PROJECT: 19-15169

REFERENCE: FILE

DISK No. 646

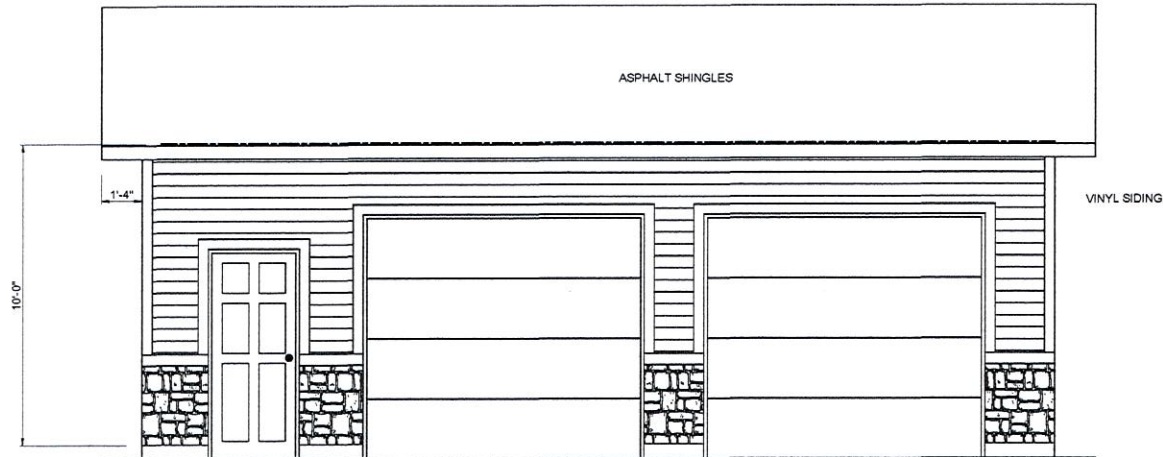
PROPERTY DESCRIPTION:
LOT 12
REGISTERED PLAN 551
TOWN OF TILLSONBURG
COUNTY OF OXFORD

DRIVE

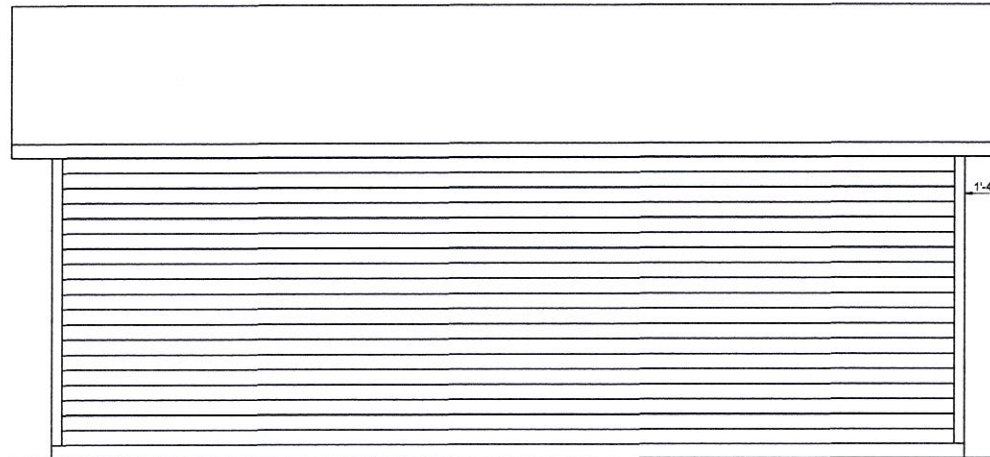


APRIL 21, 2021

Plate 4: Building Elevations
 File No. A-14/21- Mark Ritchie
 Lot 12, Plan 551 - 26 Glendale Drive, Town of Tillsonburg



FRONT ELEVATION
 SCALE: 1/4" = 1'-0"



REAR ELEVATION
 SCALE: 1/4" = 1'-0"



CONSTRUCTION NORTH

BOTH THE CLIENT AND THE CONTRACTOR, INCLUDING ALL SUB-TRADES, SHALL REVIEW ALL DRAWINGS AND VERIFY ALL DIMENSIONS. IT IS THE RESPONSIBILITY OF THE CLIENT AND THE CONTRACTOR TO REPORT ANY DISCREPANCIES TO THE DESIGNER BEFORE PROCEEDING WITH CONSTRUCTION. THESE DRAWINGS ARE THE PROPERTY OF T-HAMM DESIGN AND DRAFTING SERVICE.

DESIGN LOADS:

GROUND SNOW LOAD
 1.94 kPa (33.35 psf), S_r 0.406 kPa (8.35 psf)
 ROOF DEAD LOAD
 0.33 kPa (11.07 psf), INCLUDES TOP & BOTTOM CHORD TRUSS LOADING
 WIND LOADS
 1/50 - 0.44 kPa (9.19 psf), 1/10 FOR DEFLECTION - 0.34 kPa (7.10 psf)
 MIN. SOIL BEARING CAPACITY - 75 kPa

S.P.F. #1&2 LINTELS
UP TO 1.5 KPA - ROOF/CEILING/1 STOREY

NON-STRUCT. SHEATHING STRUCTURAL SHEATHING

(2) 2x4 - 3'-1 1/2"	(2) 2x4 - 3'-7"
(2) 2x6 - 4'-5 1/2"	(2) 2x6 - 5'-2"
(2) 2x8 - 5'-5 1/2"	(2) 2x8 - 6'-3 1/2"
(2) 2x10 - 6'-8"	(2) 2x10 - 7'-8"
(2) 2x12 - 7'-9 1/2"	(2) 2x12 - 8'-10 1/2"

Revision:	By:	Date:
1	ISSUED FOR PRELIMINARY REVIEW	TH
2	ISSUED FOR PERMIT & CONSTRUCTION	TH

I review and take responsibility for the design work on behalf of a firm registered under subsection 3.2.4 of Division C, of the Building Code. I am qualified and the firm is registered in the appropriate classes/categories.

T-HAMM DESIGN AND DRAFTING SERVICE 48374
 B.C.I.N.
 23275
 Travis Hamm
 B.C.I.N.

T Hamm Design & Drafting Service

Residential and Small Building Design
 21 HWY 24 E
 St. Williams, Ontario
 N0E 1P0
 Tel: 519-586-3440
 Email: thdrafting@hotmail.com

Proposed Detached Garage

26 Glendale Dr
 Tillsonburg, Ontario

ELEVATION

SCALE: 1/8"=1'-0"
 DATE: March 26, 2023
 DRAWING BY: TH
 DESIGNED BY: TH
 CHECKED BY: TH
 PROJECT NO:

A-3

For Office Use Only

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

Name and Address of Owner		Name and Address of Applicant/Agent (if applicable)	
Mark Ritchie			
26 Glendale Dr Tillsonburg			
Postal Code:	Telephone Number:	Postal Code:	Telephone Number:
N4G 1J2	2262311925		
Email: mark_r8@hotmail.com		Email:	

- Name and addresses of any mortgagees, holders of charges or other encumbrances:
The Canada life assurance Co. 330 University Avenue Toronto
Ontario M5G 1R8
- Nature and extent of relief applied for: To be completed by the applicant. (include By-Law Section if known)
We are looking to build garage approx. 69.67 m².
The maximum allowed is 50m² in this zone.

For office use only

- Why is it not possible to comply with the Provision of the By-Law?
More Storage needed.
- Legal Description of Subject land:
Lot Number(s) 12 Plan Number or Concession 551
Part Number(s) _____ Reference Plan Number _____
Street Address (if any) 26 Glendale Dr Tillsonburg
The lot is located on the North side of the Street lying between Broadway Street and Craig Street

5. Dimensions of land affected:

Frontage 18.288 m Depth (average) 45.720 m
 Area 236 SQ.M. Width of Street 20.117 m

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

Existing: 1 storey house, 880 Sq Ft above grade, 880 Sq Ft below grade, 13.2m x 7.3m
Carport (to be removed) 3.1m x 7.6m Shed 3m x 2.4m

Proposed: _____

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

Existing: House side west 3.56 m, east 1.34m, Front/south 9.21 m, ~~Back/north 13.2m~~
Carport side east 1.23 m Shed rear/north 0.61 m, side east 0.44 m

Proposed: To build garage 69.67 m², zoning is max
50m².

8. Date of acquisition of subject land: April 18 2019

9. Date of Construction of all buildings and structures on subject land (if known): 1956

10. Existing uses of the subject property Residential

11. Existing uses of abutting properties: Residential

12. Length of time the existing uses of the subject property have continued: 1956 - Present.

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

☒ Water

☒ Connected

☒ Sanitary Sewers

☒ Connected

☒ Storm Sewers

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

15. Present Zoning by-Law provisions applying to the land: _____

16. Has the owner previously applied for relief in respect of the subject property? ☐ Yes ☒ No

If the answer is yes, describe briefly _____

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

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

I/We Nick Ash of the Town of Tillsonburg

In the county of Oxford.

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

DECLARED before me at the TOWN
of TILLSONBURG in the

(OXFORD) COUNTY OF OXFORD

This 11th day of JUNE, 2021



Owner(s)/Applicant



A Commissioner for Taking affidavits

TRACY CARPANI, a Commissioner, etc.
Province of Ontario, for the Corporation
of the Town of Tillsonburg

Expires: June 12, 2021

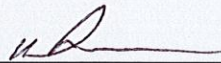
For Office use Only

AUTHORIZATION

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

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

I/We, Mark Ritchie, am/are the owner(s) of the land that is the subject of this application for site plan and I/we authorize _____, to make this application on my/our behalf.



Signature of Owner(s)

Signature of Owner(s)

June 5 2021

DATED

Notes:

1. It is required that one original copy of this application and all drawings be filed at the Town's Customer Service Centre, accompanied by a fee of \$1,150.00 cash or cheque made payable to the Town of Tillsonburg. This amount includes the Town's \$1,050.00 fee, as well as the County's \$100.00 public works review fee. Applications after the fact cost a total of \$2,200.00, including the Town's \$2,100.00 fee and the County's \$100.00 public works review fee.

[illegible]



CONSTRUCTION NORTH

FOR THE CLIENT AND THE CONTRACTOR, INCLUDING ALL SERVICES, SHALL REMAIN THE PROPERTY OF THE CONTRACTOR. IT IS THE RESPONSIBILITY OF THE CLIENT AND THE CONTRACTOR TO REPORT ANY CHANGES TO THE DESIGN OR CONSTRUCTION. THESE DRAWINGS ARE NOT TO BE SCALED. T-HAMM DESIGN AND DRAFTING SERVICE

DESIGN LOADS:

CEILING (ACQUA) LOAD: 2.50 kPa (0.135 psf) @ 0.40 kPa (0.35 psf)
ROOF DEAD LOAD: 0.33 kPa (1.07 psf). INCLUDES TOP & BOTTOM CHORD TRUSSES LOADING
WIND: 100 km/h (62 mph) @ 1.00 FOR DEFLECTION: 0.34 kPa (7.10 psf)
MIN. SOIL BEARING CAPACITY: 75 kPa

S.P.F. # 1&2 UNTELS

UP TO 1.5 KPA - ROOF/CEILING/1 STOREY

NON-STRUCT. SHEATHING STRUCTURAL SHEATHING

(2) 2x4 - 3'-1 1/2" (2) 2x4 - 3'-7"
(2) 2x6 - 4'-5 1/2" (2) 2x6 - 5'-2"
(2) 2x8 - 5'-5 1/2" (2) 2x8 - 6'-3 1/2"
(2) 2x10 - 6'-8" (2) 2x10 - 7'-8"
(2) 2x12 - 7'-9 1/2" (2) 2x12 - 8'-10 1/2"

Revision	By	Date
1	ISSUED FOR PRELIMINARY REVIEW	TN
2	ISSUED FOR PERMIT & CONSTRUCTION	TN

I review and take responsibility for the design work on behalf of a Registered Professional Engineer in the Province of Ontario, Canada. I am a member of the Ontario Professional Engineers Association (O.P.E.A.) and the Ontario Association of Professional Engineers (O.A.P.E.).

T-HAMM DESIGN AND DRAFTING SERVICE: 437-741-1111

Town: Hamam B.C.T.N. 20275

T Hamm Design & Drafting Service
Residential and Small Building Design

21 HWY 24 E
Windsor, Ontario
N9C 1P9

Tel: 519.346.3440
Email: th.drafting@hotmail.com

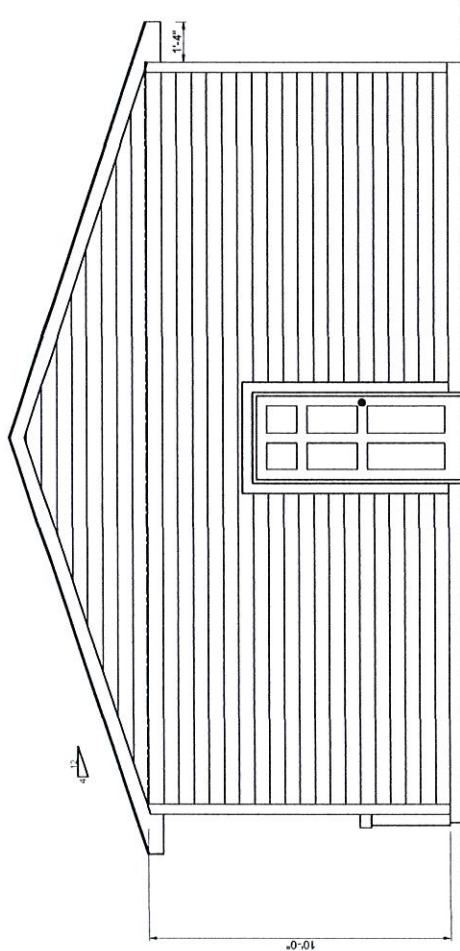
Proposed Detached Garage

26 Glendale Dr
Tilsonburg, Ontario

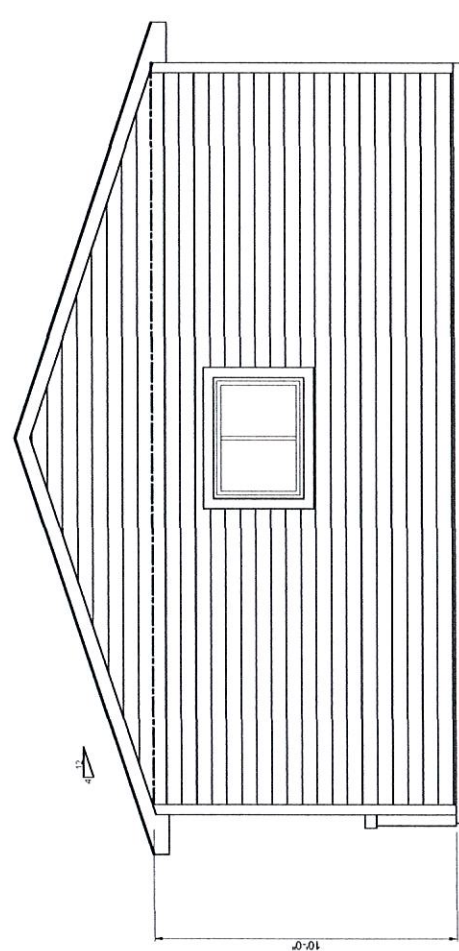
ELEVATIONS

SCALE:	1/4" = 1'-0"
DATE:	March 26, 2023
DRAWN BY:	TN
CHECKED BY:	TN
PROJECT NO:	TN

A-4



RIGHT ELEVATION
SCALE: 1/4" = 1'-0"



LEFT ELEVATION
SCALE: 1/4" = 1'-0"

FRONT ELEVATION
SCALE: 1/4" = 1'-0"

REAR ELEVATION
SCALE: 1/4" = 1'-0"

CONSTRUCTION NORTH

NOT TO SCALE. ALL DIMENSIONS ARE APPROXIMATE. ALL DIMENSIONS SHALL BE VERIFIED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLIENT AND THE CONTRACTOR TO REPORT ANY DISCREPANCIES TO THE ARCHITECT IMMEDIATELY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLIENT AND THE CONTRACTOR TO REPORT ANY DISCREPANCIES TO THE ARCHITECT IMMEDIATELY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLIENT AND THE CONTRACTOR TO REPORT ANY DISCREPANCIES TO THE ARCHITECT IMMEDIATELY.

THESE DRAWINGS ARE THE PROPERTY OF T-HAMM DESIGN AND DRAFTING SERVICE.

DESIGN LOADS:

ROOF DEAD LOAD: 2.4KPa (13.3kPa) @ 0.4KPa/m (8.3kPa/m)

ROOF LIVE LOAD: 0.33 KPa (1.07kPa), INCLUDES TOP & BOTTOM CHORD TRUSS LOADING

WIND: 100 KPa (2.2kPa) @ 0.3KPa/m (7.1kPa/m)

MIN. SOIL BEARING CAPACITY: 75 kPa

S.P.F. # 1&2 UNTELS

UP TO 1.5 KPA - ROOF/CEILING/1 STOREY

NON-STRUCT. SHEATHING STRUCTURAL SHEATHING

(2) 244 - 3' x 1/2"	(2) 244 - 3' x 7"
(2) 246 - 4' x 1/2"	(2) 246 - 5' x 2"
(2) 248 - 5' x 1/2"	(2) 248 - 6' x 3 1/2"
(2) 2410 - 6' x 8"	(2) 2410 - 7' x 8"
(2) 2412 - 7' x 1/2"	(2) 2412 - 8' x 10 1/2"

Revision: By: Date:

1	ISSUED FOR PRELIMINARY REVIEW	TH	TH
2	ISSUED FOR PERMIT & CONSTRUCTION	TH	TH

I review and take responsibility for the design work on behalf of a firm registered under subsection 2.4.2 of the Design Act of the Building and Construction Act of the Province of Ontario. I am not responsible for the design work on behalf of a firm registered under subsection 2.4.2 of the Design Act of the Building and Construction Act of the Province of Ontario.

T-HAMM DESIGN AND DRAFTING SERVICE 43574

THAMM B.C.I.N. 23275

T Hamm Design & Drafting Service

Residential and Small Building Design

21 HWY 24 E

W. Williams, Ontario

W. Williams, Ontario

Phone: 506-2446

Cell: 506-2446

Email: thdr@thamm.com

Proposed Detached Garage

26 Glendale Dr

Tilsonburg, Ontario

ELEVATION

SCALE: 1/4" = 1'-0"

DATE: May 26, 2021

DRAWN BY: TH

DESIGNED BY: TH

CHECKED BY: TH

PROJECT NO:

A-3

CONSTRUCTION NORTH

THESE DRAWINGS ARE TO BE READ AND NOT TO BE SCALED.

CONSTRUCTION,
THESE DRAWINGS ARE TO BE READ AND NOT TO BE SCALED.
THESE DRAWINGS ARE THE PROPERTY OF
THAMM DESIGN AND DRAFTING SERVICE

DESIGN LOADS:

GROUND SNOW LOAD
1.5kPa (31.35psf), 5r-0.40kPa (8.35psf)
ROOF DEAD LOAD
0.5-3 kPa (11.07psf), INCLUDES TOP & BOTTOM CHORD TRUSS LOADING
WIND LOADS
1.2/50 - 0.44kPa (9.13psf), 1/10 FOR DEFLECTION - 0.34kPa (7.10psf)
MIN. SOIL BEARING CAPACITY - 75 kPa

S.P.F. #1&2 LINTELS

UP TO 1.5 KPA - ROOF/CEILING/1 STOREY

NON-STRUCT. SHEATHING STRUCTURAL SHEATHING

(2) $2 \times 4 - 3 - 1 \frac{1}{2}''$
 (2) $2 \times 6 - 4 - 5 \frac{1}{2}''$
 (2) $2 \times 8 - 5 - 5 \frac{1}{2}''$
 (2) $2 \times 10 - 6 - 8''$
 (2) $2 \times 12 - 7 - 9 \frac{1}{2}''$

Revision:	By:	Date:
1	ISSUED FOR PRELIMINARY REVIEW	TH
2	ISSUED FOR PERMIT & CONSTRUCTION	TH

I review and take responsibility for the design work on behalf of a firm registered under subsection 3.24 of Division C of the Building Code. I am qualified and the firm is registered in the appropriate

classes/categories
T. HUGHES DESIGN AND DRAFTING SERVICE 45374

23275

Travis Hamm

T Hamm Design & Drafting Service

I Habitat Design & Planning

Residential and Small Building Design

Residential and Small Building Design

21 HWY 24 E

NOE 1P0

Tel: 519.586.3440

Tel: 519.586.3440
Email: th_drafting@hotmail.com

Proposed Detached Garage

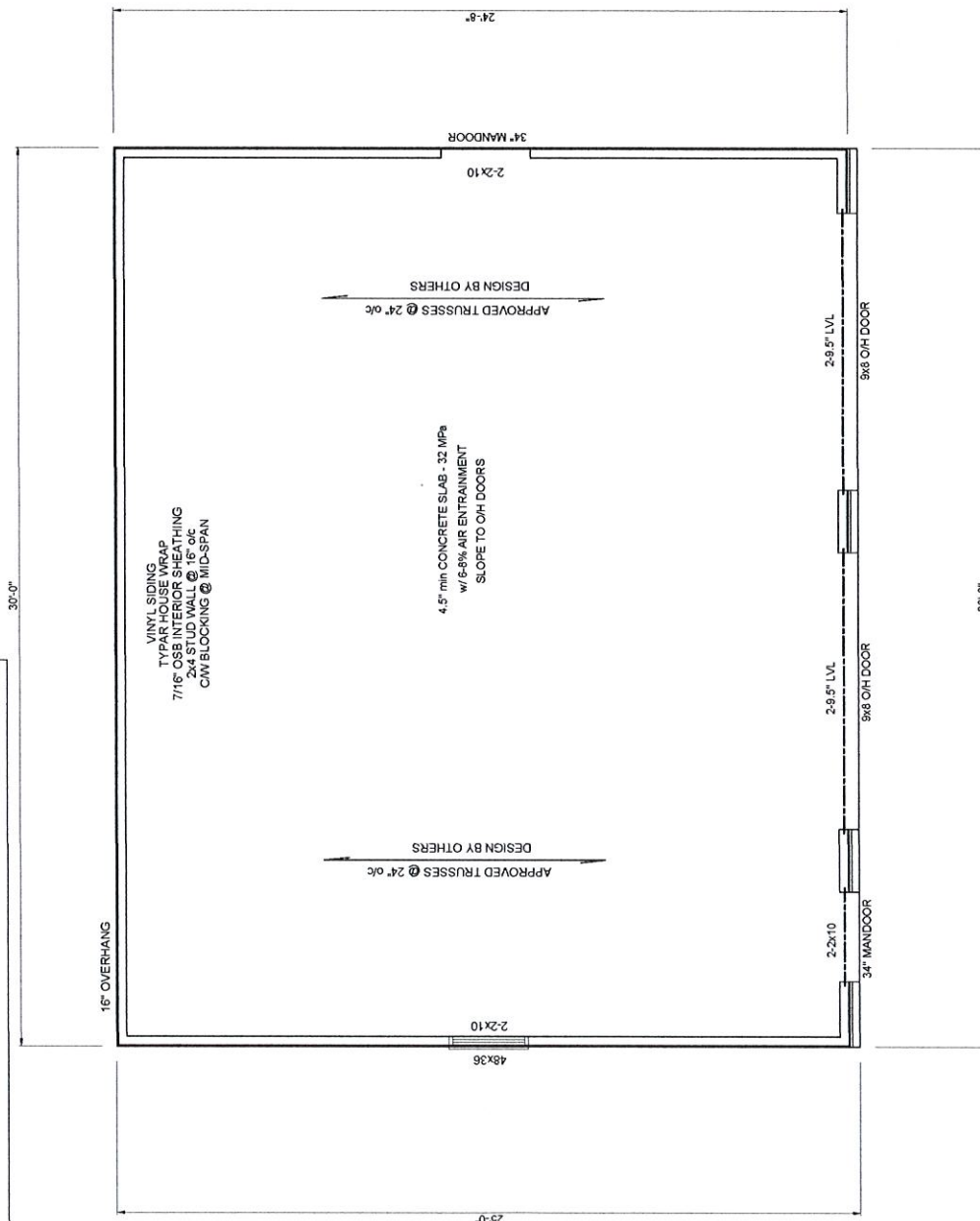
26 Glendale Dr
Tillsonburg, Ontario

FRAMING PLAN

SCALE:	1/4"=1'-0"
DATE:	March 26, 2021
DRAWING BY:	TH
DESIGNED BY:	TH
CHECKED BY:	TH
PROJECT NO:	

A-2

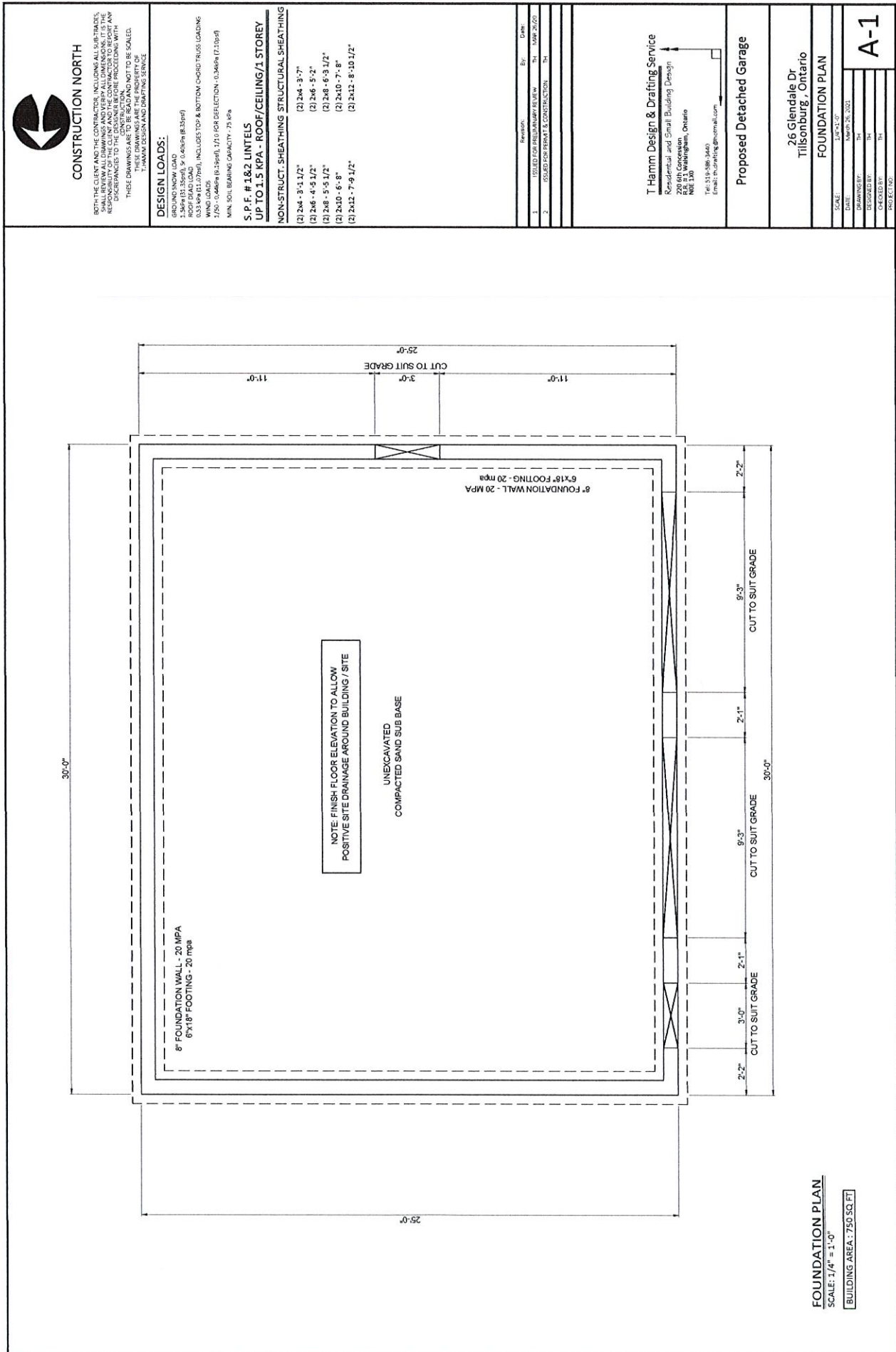
THE CONTRACTOR IS RESPONSIBLE FOR ALL ASPECTS OF TEMPORARY BRACING DURING THE CONSTRUCTION OF THIS PROJECT.
ALL TEMPORARY BRACING TO BE LEFT IN PLACE UNTIL FINAL BRACING HAS BEEN INSTALLED



FLOOR PLAN

SCALE: 1/4" = 1'-0"

BUILDING AREA : 750 SQ FT





DISK NO.
646

From: The Neales [<mailto:jlneale@kwic.com>]
Sent: July 7, 2021 11:19 AM
To: planning@tillsonburg.ca
Subject: Committee of Adjustment Meeting, July 12 2021

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or on clicking links from unknown senders.

File: A-14/21

Owner /applicant Mark Ritchie, 26 Glendale Drive, Tillsonburg Ontario N4G 1J2

Re:

Relief of Section 5,11.4 – Lot Coverage , maximum for all accessory buildings, to measure the maximum permitted ground floor area from 50 square meters to (538.2 square feet) to 80 square meters (753.47 square feet).

I Jack Neale, 24 Glendale Drive, Tillsonburg Ontario, N4G 1J2, fully supports the Owner/applicants request for Lot 12, Plan 551, municipally known as 26 Glendale Drive, Town of Tillsonburg, County of Oxford.



Community Planning

P. O. Box 1614, 21 Reeve Street

Woodstock Ontario N4S 7Y3

Phone: 519-539-9800 • Fax: 519-421-4712

Web site: www.oxfordcounty.ca

Our File: **A15-21**

APPLICATION FOR MINOR VARIANCE

TO: Town of Tillsonburg Committee of Adjustment
MEETING: July 12, 2021
REPORT NUMBER: 2021-231

OWNER: Simon Wagler
 52489 Glen Colin Line, Aylmer ON N5H 2R3

APPLICANT: Issak Wall
 53604 Harmony Acres Line, Aylmer ON N5H 2R3

REQUESTED VARIANCE:

1. Relief of Section 7.2, **R2 Zone Provisions** – Front Yard, Minimum Depth, to decrease the minimum required front yard depth from 6.0 m (19.7 ft) to 5 m (16.4 ft), to facilitate the construction of a single detached dwelling.

LOCATION:

The subject property is legally described as Lot 32, Plan 41M-369, Town of Tillsonburg. The lands are located on the north and west side of Victoria Way, east of Quarter Town Line, and are municipally known as 33 Victoria Way.

BACKGROUND INFORMATION:

COUNTY OF OXFORD OFFICIAL PLAN:

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

Schedule 'T-2'	Town of Tillsonburg Residential Density Plan	Low Density Residential
----------------	--	-------------------------

TOWN OF TILLSONBURG ZONING BY-LAW:

Special Low Density Residential Type 2 Zone (R2-1)

SURROUNDING USES:

Surrounding land uses include vacant residential land, and existing and planned low density residential development, consisting of single detached dwellings and street-fronting townhouse dwellings.

COMMENTS:**(a) Purpose of the Application:**

The applicant is requesting relief from the above noted provision of the Town Zoning By-law to facilitate the future construction of a single detached dwelling.

The subject lands comprise one lot in a recent phase of the Victoria Woods subdivision (32T-07006). Through the review of the building permit submitted for a single detached dwelling on the property, it has come to light that the proposed dwelling design does not comply with the required front yard depth, primarily due to the curved streetline of Victoria Way.

The subject property has an approximate area of 552 m² (5,942 ft²), with the proposed dwelling having an area of 181.3 m² (1,952 ft²).

Plate 1, Location Map with Existing Zoning, depicts an aerial view of the property location, and the zoning in the immediate vicinity.

Plate 2, 2015 Aerial Map, shows an aerial view of the subject property.

Plate 3, Applicant's Sketch, shows the location of the proposed single detached dwelling on the subject property and relevant yards.

(b) Agency Comments:

The application was circulated to a number of public agencies. No comments were received in response to the agency circulation.

(c) Public Consultation:

Public Notice was provided to surrounding property owners on June 30, 2021 in accordance with the requirements of the Planning Act. As of the writing of this report, no comments or concerns had been received from the public.

(d) Intent and Purpose of the Official Plan:

The subject lands are designated 'Low Density Residential' according to the Official Plan. Within the 'Low Density Residential' designation, permitted land uses primarily consist of low density housing forms including single detached dwellings, duplexes and street fronting town houses as well as accessory uses thereto. The use of the lands for a single detached dwelling conforms to the 'Low Density Residential' policies of the Official Plan.

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

The subject property is currently zoned 'Special Low Density Residential – Type 2 Zone (R2-1)', according to the Town of Tillsonburg Zoning By-law. Permitted uses within the 'R2-1' zone include a single detached dwelling. The special provisions included in the R2-1 zone permit a reduced lot depth of 28 m (91.8 ft).

The 'R2' Zone requires a minimum front yard depth of 6 m (19.7 ft). The intent of the minimum front yard depth requirement is to ensure that dwellings are constructed with an appropriate setback from the road allowance, and to ensure there is sufficient space available for the provision of required parking on private property. In this instance, relief is being sought to reduce the front yard depth from 6 m (19.7 ft) to 5 m (16.4 ft) at the south east portion of the lot.

Planning staff note that the calculated relief has been determined as the intersection of the front lot line and exterior lot line, as defined by the Zoning By-Law. The required relief is due to the curved design of Victoria Way.

Based on the proposed dwelling location, sufficient depth will remain between the attached garage and the front lot line to accommodate the required one parking space within the private property boundary in accordance with the requirements of the Zoning By-law, and no negative impacts to the surrounding road network is anticipated. Given this, Planning staff are of the opinion that the proposed relief maintains the general intent and purpose of the Town's Zoning By-Law.

(f) Desirable Development/Use:

It is the opinion of this Office that the applicant's request can be considered minor and desirable for the development of the subject property, as the proposed relief will facilitate the construction of a single detached dwelling, which will be consistent with the existing and planned future development in the area. For Committee's information, no comments of concern have been received from any of the neighbouring property owners or public agencies circulated.

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

RECOMMENDATION:

That the Town of Tillsonburg Committee of Adjustment **approve** Application File A15-21, submitted by Simon Wagler, for lands described as Lot 32, Plan 41M-369, Town of Tillsonburg, as it relates to:

1. Relief of Section 7.2, **R2 Zone Provisions** – Front Yard, Minimum Depth, to decrease the minimum required front yard depth from 6.0 m (19.7 ft) to 5.0 m (16.4 ft), to facilitate the construction of a single detached dwelling.

Subject to the following conditions:

- a) The applicant shall obtain a building permit for the proposed single detached dwelling within one year of the date of the Committee's Decision;

- b) That the proposed relief only apply to the construction of a single detached dwelling in a location and manner consistent with Plate 3 of Report CP-2021-231.

As the proposed variance is:

- (i) a minor variance from the provisions of the Town of Tillsonburg Zoning By-law No. 3295;
- (ii) desirable for the appropriate development or use of the land;
- (iii) in-keeping with the general intent and purpose of the Town of Tillsonburg Zoning By-law No. 3295; and
- (iv) in-keeping with the general intent and purpose of the Official Plan.

Authored by: *original signed by*

Eric Gilbert, MCIP, RPP
Senior Planner

Approved for submission by: *original signed by*

Gordon K. Hough, RPP
Director

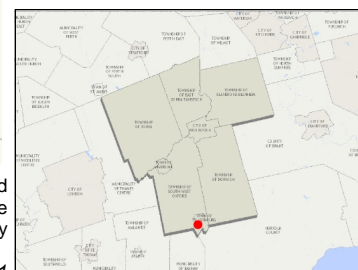
Plate 1: Location Map with Existing Zoning
File No. A-15/21- Simon Wagler
Lot 32, Plan 41M-369 - 33 Victoria Way, Town of Tillsonburg



Legend

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

Notes



0 26 51 Meters

NAD_1983_UTM_Zone_17N



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

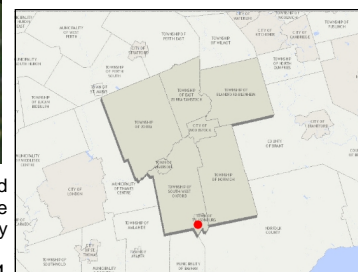
June 28, 2021



Legend

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

Notes



0 13 26 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

June 28, 2021

SKETCH
PREPARED FOR BUILDING PERMIT APPLICATION
FOR: WAGLER HOMES
"THE OAKS" SUBDIVISION PHASE 3

SCALE 1: 200



METRIC

DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

NOTES

- AREA OF LOT 32 = 551.6 SQUARE METRES
- AREA OF DWELLING, GARAGE AND PORCH = 181.3 SQUARE METRES
- PROPOSED LOT COVERAGE = 32.9%
- ADD 200.00m TO ELEVATIONS SHOWN HEREON TO OBTAIN GEODETIC DATUM
- T.F.W. DENOTES TOP OF FOUNDATION WALL
- U.S.F. DENOTES UNDER SIDE OF FOOTING
- (47.55) DENOTES PROPOSED FINISHED GRADE
- P/L DENOTES PROPERTY LINE
- [] DENOTES CATCH BASIN
- [] DENOTES PROPOSED FIRE HYDRANT
- [] DENOTES STREETLIGHT

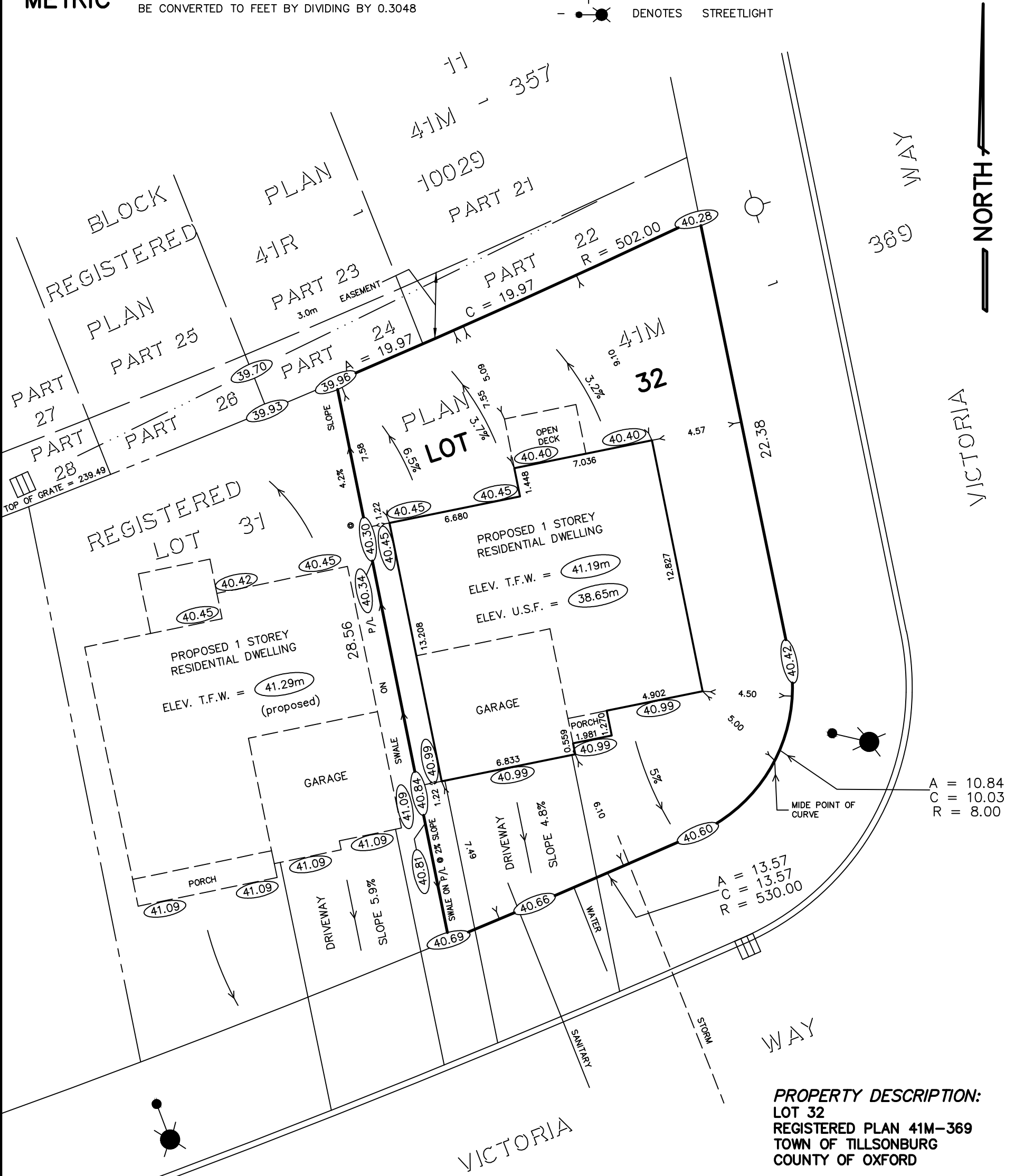


Plate 3: Applicant's Sketch
File No. A-15/21- Simon Wagler
Lot 32, Plan 41M-369 - 33 Victoria Way, Town of Tillsonburg

PROPERTY DESCRIPTION:
LOT 32
REGISTERED PLAN 41M-369
TOWN OF TILLSONBURG
COUNTY OF OXFORD

CAUTION

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KIM HUSTED SURVEYING LTD.
ONTARIO LAND SURVEYOR

30 HARVEY STREET, TILLSONBURG, ONTARIO, N4G 3J8
PHONE: 519-842-3638 FAX: 519-842-3639

PROJECT: 21-16785

REFERENCE: FILE

APPROVED BY K. J. BEHM AND ASSOCIATES INC.

NAME SIGNATURE

DATE APRIL , 2021

NOTE: DISTANCE FROM T.F.W. TO U.S.F. = 2.54m OR 8'-4"



FORM 1
PLANNING ACT, 1990
APPLICATION FOR MINOR VARIANCE OR PERMISSION
Town of Tillsonburg Committee of Adjustment
Fee \$1,150.00 (\$2,200.00 - See Note 1 - Page 4)

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

For Office Use Only

PIN#:	ROLL#:	FILE:
-------	--------	-------

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

Name and Address of Owner		Name and Address of Applicant/Agent (if applicable)	
Simon Wagler 52489 Glen Colony		ISSak wall	
Aylmer ON		53604 Harmony Acres Line, Aylmer ON	
Postal Code:	Telephone Number:	Postal Code:	Telephone Number:
N5H 2R3	519-495-3416	N5H 2R3	519-495-3416
Email: issak.wall@yahoo.ca		Email: issak.wall@yahoo.ca	

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

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

FRONT YARD By-LAW REQUIRE 6.0m
PROPOSED 5.01m
GO MINOR VARIANCE FOR 1.00 meters.

By-LAW 3295 SECTION 6.

For office use only

3. Why is it not possible to comply with the Provision of the By-Law?

POOR WORDING IN By-LAW hence
PLANS completed.

4. Legal Description of Subject land:

Lot Number(s) 32 Plan Number or Concession 41M-369

Part Number(s) _____ Reference Plan Number _____

Street Address (if any) # 33 VICTORIA WAY

The lot is located on the NORTH side of the Street lying between _____ Street and _____ Street

5. Dimensions of land affected:

Frontage 20.0 m Depth (average) 28.8 m
 Area 551.8 sq.m. Width of Street 20m

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

Existing: None

Proposed: 1 dwelling

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

Existing: _____

Proposed: See PLAN.

8. Date of acquisition of subject land: 2021

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

10. Existing uses of the subject property VACANT

11. Existing uses of abutting properties: Residential

12. Length of time the existing uses of the subject property have continued: 2021 TO NOW

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

☒ Water ☐ Connected

☒ Sanitary Sewers ☐ Connected

☒ Storm Sewers

14. Present Official Plan Provisions applying to the land: Residential
15. Present Zoning by-Law provisions applying to the land: R1-A
16. Has the owner previously applied for relief in respect of the subject property? ☐ Yes ☒ No
If the answer is yes, describe briefly _____
17. Is the subject property the subject of a current application for consent under Section 53 of the Planning Act, 1990? ☐ Yes ☒ No

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

I/We ISSAK WALL of the CITY of Aylmer
In the County of Bayham

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

DECLARED before me at the TOWN
Of TILLSONBURG in the
COUNTY OF OXFORD


Owner(s)/Applicant

This 11th day of JUNE, 2021


A Commissioner for Taking affidavits

TRACY CARPANI, a Commissioner, etc.,
Province of Ontario, for the Corporation
of the Town of Tillsonburg
Expires: June 12, 2021

For Office use Only

AUTHORIZATION

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

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

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

Signature of Owner(s)

Signature of Owner(s)

DATED

Notes:

1. It is required that one original copy of this application and all drawings be filed at the Town's Customer Service Centre, accompanied by a fee of \$1,150.00 cash or cheque made payable to the Town of Tillsonburg. This amount includes the Town's \$1,050.00 fee, as well as the County's \$100.00 public works review fee. Applications after the fact cost a total of \$2,200.00, including the Town's \$2,100.00 fee and the County's \$100.00 public works review fee.

SKETCH
PREPARED FOR BUILDING PERMIT APPLICATION
FOR: WAGLER HOMES
"THE OAKS" SUBDIVISION PHASE 3

SCALE 1: 200

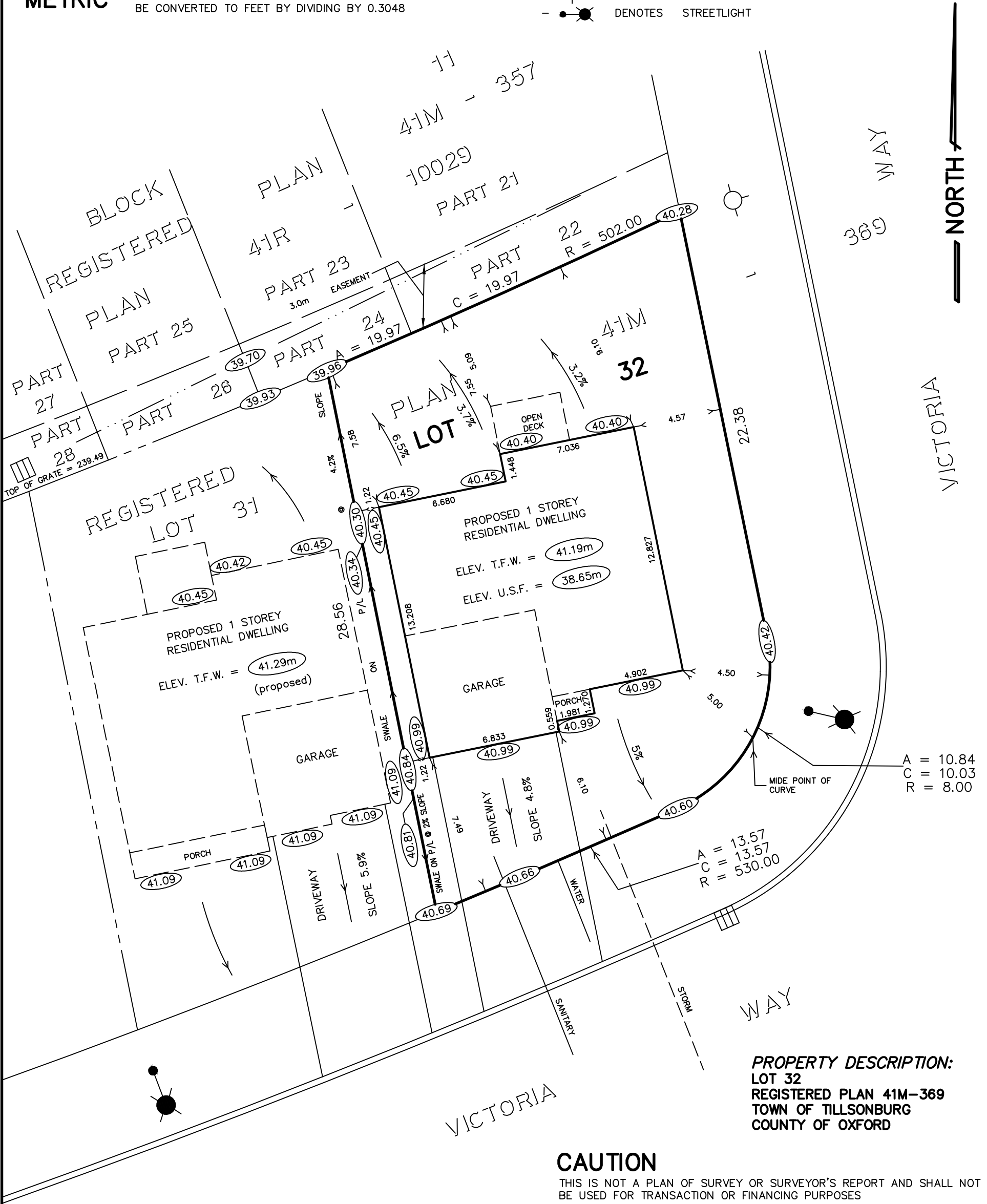


METRIC

DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

NOTES

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- AREA OF DWELLING, GARAGE AND PORCH = 181.3 SQUARE METRES
- PROPOSED LOT COVERAGE = 32.9%
- ADD 200.00m TO ELEVATIONS SHOWN HERON TO OBTAIN GEODETIC DATUM
- T.F.W. DENOTES TOP OF FOUNDATION WALL
- U.S.F. DENOTES UNDER SIDE OF FOOTING
- 47.55 DENOTES PROPOSED FINISHED GRADE
- P/L DENOTES PROPERTY LINE
- DENOTES CATCH BASIN
- DENOTES PROPOSED FIRE HYDRANT
- DENOTES STREETLIGHT



PROPERTY DESCRIPTION:
LOT 32
REGISTERED PLAN 41M-369
TOWN OF TILLSONBURG
COUNTY OF OXFORD

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30 HARVEY STREET, TILLSONBURG, ONTARIO, N4G 3J8
PHONE: 519-842-3638 FAX: 519-842-3639

PROJECT: 21-16785

REFERENCE: FILE

APPROVED BY K. J. BEHM AND ASSOCIATES INC.

NAME SIGNATURE

DATE APRIL , 2021

NOTE: DISTANCE FROM T.F.W. TO U.S.F. = 2.54m OR 8'-4"

Delegation Request Form

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

Due to the ongoing COVID19 pandemic, physical attendance public will not be permitted into Council Chambers. Proceedings will be web-streamed on the [Town of Tillsonburg Website](#). Proceedings held on the fourth Monday of the month will also be televised via Rogers TV.

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

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

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

First Name *

HARNEK

Last Name *

GREWAL

Street Address *

83 DEVONSHIRE AVE

Town/City *

TILLSONBURG

Postal Code *

N4G5C3

Phone Number *

647-296-3557

E-mail *

NEKIJI.2016@GMAIL.COM

Subject *

waste material bylaws

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

1

All Delegations are limited to fifteen (15) minutes, including questions and answers. *☒ I acknowledge**Details of the nature of the business/purpose: ***

This is regarding doing gardening in the front lawn in cement pots. Which is considered as waste material, in the OPINION of the by law officer. But for me that is a form of art in gardening.

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

Will there be a Power Point presentation? *

Page 54 of 122

☐ Yes

☒ No

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

☒ I accept

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

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

**Ministry of
Transportation**

Office of the Minister

777 Bay Street, 5th Floor
Toronto ON M7A 1Z8
416 327-9200
www.ontario.ca/transportation**Ministère des
Transports**

Bureau de la ministre

777, rue Bay, 5^e étage
Toronto ON M7A 1Z8
416 327-9200
www.ontario.ca/transport

June 28, 2021

His Worship Stephen Molnar
Mayor
Town of Tillsonburg
10 Lisgar Avenue
Tillsonburg ON N4G 5A5

Dear Mayor Molnar:

I am pleased to inform you that the Government of Ontario is extending the Community Transportation (CT) Grant Program for an additional two years to continue supporting communities across Ontario until the 2024-25 fiscal year.

As Ontario recovers from COVID-19, reliable transportation will be vital for accessing employment and social programs, attending appointments, visiting friends and family, and maintaining an independent and active lifestyle.

As part of this two-year extension, the Town of Tillsonburg is eligible to receive provincial funding of up to \$371,755.24 per year in 2023-24 and 2024-25 for a total of up to \$743,510.48 over two years. Please note that funding is subject to the terms and conditions of an executed amending agreement to the current Transfer Payment Agreement (TPA) between your municipality and the Ministry of Transportation. Ministry officials will be contacting your staff shortly regarding next steps associated with the CT Program extension and the amending agreement to the TPA.

If you have any questions, please contact Kevin Dowling, Manager of the Strategic Investments Office, by email at Kevin.Dowling@Ontario.ca or by telephone at (416) 859-7912.

Sincerely,

A handwritten signature in black ink, reading "Caroline Mulroney".

Caroline Mulroney
Minister of Transportation

c. Ernie Hardeman, MPP, Oxford

**Ministry of
Municipal Affairs
and Housing**

Office of the Minister

777 Bay Street, 17th Floor
Toronto ON M7A 2J3
Tel.: 416 585-7000

**Ministère des
Affaires municipales
et du Logement**

Bureau du ministre

777, rue Bay, 17^e étage
Toronto ON M7A 2J3
Tél. : 416 585-7000



234-2021-3044

June 30, 2021

Your Worship
Mayor Stephen Molnar
Town of Tillsonburg

Dear Mayor Molnar,

Thank you for your application to the second intake of the **Municipal Modernization Program** and for your commitment to delivering modern, efficient services that are financially sustainable.

Under the third-party review stream, I am pleased to inform you that the Ford government will provide funding of up to:

- \$150,000 towards: Town of Tillsonburg Combined Municipal Space and Operations Studies for IT and Solid Waste

All funding is for the cost of an independent third-party reviewer to deliver a final report with specific and actionable recommendations for cost-savings and efficiencies by November 30, 2021.

Under the implementation stream, I am pleased to inform you that the Ford government will provide funding of up to:

- \$80,139 towards: Town of Tillsonburg Citizen Portal Implementation, and
- \$55,250 towards: Town of Tillsonburg Urban Forestry Modernization

The provincial funding is for up to 65% of total eligible costs to implement the project and complete a final report that forecasts annual savings and other efficiency outcomes by September 30, 2022.

In 2019, the Ford government launched the MMP to help small and rural municipalities modernize service delivery and identify new ways to be more efficient and effective. The impacts of the COVID-19 outbreak have made this work more important than ever. The projects selected for funding under the second intake of the Municipal Modernization

Program will further support municipalities' efforts to implement efficiencies, with a focus on digital modernization, service integration, streamlining development approvals and alternative service delivery.

I understand how important this work will be to your community. To help you get started, an interim payment will be issued following execution of a transfer payment agreement. Ministry staff will forward instructions and a transfer payment agreement for each approved project in the coming days and will work with you to have it finalized. If you have questions, please contact your municipal advisor, or email municipal.programs@ontario.ca.

I would like to offer my congratulations on this funding approval and extend my best wishes as you work to improve service delivery and administrative efficiency in your municipality.

Sincerely,



Steve Clark
Minister

- c. Kyle Pratt, Chief Administrative Officer, Town of Tillsonburg
Sheena Pawliwec, Director of Finance/Treasurer, Town of Tillsonburg
Ernie Hardeman, MPP, Oxford

Solicitor General

Office of the Solicitor General

25 Grosvenor Street, 18th Floor
 Toronto ON M7A 1Y6
 Tel: 416 326-5000
 Toll Free: 1-866-517-0571
 SOLGEN.Correspondence@ontario.ca

Solliciteur général

Bureau du solliciteur général

25, rue Grosvenor, 18^e étage
 Toronto ON M7A 1Y6
 Tél. : 416 326-5000
 Sans frais : 1-866-517-0571
 SOLGEN.Correspondence@ontario.ca



132-2021-2894
By email

July 8, 2021

Dear Heads of Council:

With warmer weather underway, it is important to ensure pets across the province remain safe, cool and comfortable. The Ontario government is strongly urging everyone to take the necessary precautions to keep their pets safe and protected during the hot summer months including making sure that pets are not left unattended in a vehicle.

Temperatures inside a vehicle can quickly become much hotter than the temperature outside. The most dramatic rise in temperature occurs within the first 10 minutes that a vehicle is idle. Even at an outdoor temperature of only 25°C, the inside temperature of a car can reach 34°C in as little as 10 minutes and up to 50°C by the time an hour has passed. Pets can be put at risk of serious illness and possibly death as a result of being left in a vehicle during hot weather. If an individual sees an animal in a hot car in distress and is concerned the animal's life is in danger, they should call 911 immediately as it is an emergency. Members of the public are not encouraged to enter a vehicle in these situations.

Pursuant to the *Provincial Animal Welfare Services Act, 2019*, police officers, First Nations Constables, and animal welfare inspectors may enter motor vehicles to remove animals in critical distress. Police officers commonly provide primary response to 911 calls for service across the province related to animals left in motor vehicles.

In addition, the *Fire Protection and Prevention Act, 1997*, provides authority for firefighters to enter motor vehicles to rescue and remove animals in distress, noting that municipal councils set the levels of fire protection services which may include the rescue of animals in motor vehicles.

To support firefighters in exercising this rescue function, the Ministry of the Solicitor General, through the Office of the Fire Marshal, has issued the attached Fire Marshal's Communiqué which provides information about a new, voluntary training e-module available to firefighters. This additional resource may assist fire services to effectively respond to animals left in hot or cold motor vehicles to best safeguard animal welfare.

Heads of Council
Page 2

Where appropriate, municipal councils, through their fire departments, may wish to work with and share this information with local communications and dispatch personnel to support effective dispatch of 911 calls for service related to animals left in hot or cold motor vehicles.

I appreciate your continued partnership to help protect animals in Ontario.

Sincerely,

A handwritten signature in black ink, appearing to read 'Sylvia Jones', with a stylized, cursive script.

Sylvia Jones
Solicitor General

Enclosure

c: Chief Administrative Officers
Municipal Clerks

Fire Marshal's

COMMUNIQUÉ

du commissaire des incendies

July 8, 2021

No. 2021-06

Responding to Animals Left in Motor Vehicles Training E-Module

Ontario's [Provincial Animal Welfare Services Act, 2019](#) (PAWS Act) came into effect on January 1, 2020 and allows police, First Nations constables and provincial animal welfare inspectors to enter motor vehicles to remove animals in critical distress. In accordance with the [Fire Protection and Prevention Act, 1997](#) (FPPA), municipal councils set the levels of fire protection services which may include the rescue of animals in motor vehicles. The FPPA provides authority for firefighters to enter motor vehicles to rescue and remove animals in distress.

To support firefighters in exercising this rescue function, the Ministry of the Solicitor General has developed a new voluntary, training e-module for fire services on responding to animals left in motor vehicles. The training e-module is available at the following link: <https://ofc.cerps.ca/mod/scorm/view.php?id=47233>. If prompted, users should log in as a guest.

The module includes information related to:

- The risks of an animal being left in a motor vehicle, and where the ministry directs the public to report these incidents;
- Authorities and protections under the FPPA related to rescuing animals left in motor vehicles;
- How to assess whether an animal in a motor vehicle is in distress, guidance on handling of the animal and immediate steps that can be taken to relieve the animal's distress; and,
- Who to contact when an animal has been removed from a motor vehicle.

In addition to this Communiqué, a letter is being sent to municipal councils and a copy of this Communiqué is attached to that letter.

For further information, please contact your local Fire Protection Adviser.



Subject: Offer to Purchase – Ravine Lands West of Borden Crescent

Report Number: EDM 21-21

Department: Economic Development and Marketing

Submitted by: Cephas Panschow, Development Commissioner

Meeting Type: Council Meeting

Meeting Date: Monday, July 12, 2021

RECOMMENDATION

THAT Council receives report EDM 21-21 Offer to Purchase – Ravine Lands West of Borden Crescent;

AND THAT a By-Law be brought forward to authorize the Mayor and Clerk to enter into an agreement of purchase and sale with Tillsonburg Developments Inc in Trust for 2407774 Ontario Limited for the property described Parts 1, 2, 3 and 4, Plan 41R-8799.

BACKGROUND

Council declared the ravine lands west of Borden Crescent as surplus to the Town's needs at the April 12, 2021 meeting:

THAT Council receives report EDM 21-13 Surplus Land Declaration – Ravine Lands West of Borden Crescent;

AND THAT the ravine lands west of the Borden Crescent right of way, described as Parts 1, 2, 3 and 4, Plan 41R-8799, be declared surplus to the needs of the Town of Tillsonburg in accordance with By-Law 2021-031 (land disposition) including suitable notification to the public.

Further to the surplus declaration, the Town has received an offer to purchase from Tillsonburg Developments Inc who has entered into an agreement with the owner of the Bridges at Tillsonburg Golf Course (2407774 Ontario Limited) to develop a portion of the property for residential. The purpose of this report is to seek Council direction with respect to negotiating with Tillsonburg Developments Inc regarding a potential sale of these lands.

EDM 21-21

Subject Property: Ravine Lands West of Borden Crescent**DISCUSSION**

2407774 Ontario Limited is working with Tillsonburg Developments Inc to redevelop a portion of The Bridges at Tillsonburg Golf Course for residential development. Approximately thirteen residential lots are anticipated to back up to the southerly portion of the ravine lands and the developer would like to acquire these lands to offer deeper lots for sale. Their proposal to the Town is that selling these lands would relieve the Town of any responsibility for ongoing maintenance and insurance of the lands while at the same time generating additional tax revenue for the larger lots.

The developer has indicated that there are no plans to extend any development into the ravine lands and that they will be including protections for the ravine lands in their legal agreements including prohibition against the construction of any buildings (shed, etc) in those areas. This would be similar to the agreement that was entered into for the protection of the forested areas in other subdivisions in Town.

EDM 21-21

The Development Commissioner has reviewed the offer and discussed with Duncan, Linton LLP and is recommending that the offer be accepted by Council.

CONSULTATION

In reviewing the offer in consultation with Duncan, Linton LLP, staff has noted the following:

Item	Comments
Price of \$24,000 or \$5,000/Acre	See Financial Implications - Any subsequent loss as a result of the book value differential will be realized as a 2021 financial impact and contribute to the Town's overall year-end surplus/deficit position.
Clause 5 – Council Approval	Addition of condition allowing the agreement to terminate if the developer is unable to obtain planning approvals for the proposed development on the adjacent property
Clause 9 – “As-is” Condition	Purchaser has added that it must satisfy itself as to their requested restrictions, that it will not do any testing on the lands as it has no intention of developing the lands. Further, they intend to enter into agreements with agencies to protect the sensitive nature of the ravine lands and add restrictive covenants to the buyers of these lots
Clause 14 (a) – Proposed Resale	Purchaser confirms that it is their intent, if their development is approved, to resell the subject lands to individual property owners, but if it does not proceed, they will sell the lands back to the town for the same price as they purchased them
Clause 14 (b) – Proposed Resale	Purchaser agrees to not sell the property prior to development to any party without first offering them back to the Town
Schedule “B” - Purchaser Conditions	Conditional on the Vendor agreeing that the Purchaser is purchasing the subject lands as an agent for 2407774 Ontario Limited

EDM 21-21

Schedule D	Easement already registered across the property will be added to this agreement on closing
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FINANCIAL IMPACT/FUNDING SOURCE

The subject lands were transferred to the Town in exchange for debt forgiveness relating to the golf course redevelopment. The historical transaction valued these lands at \$300,000 which is reflected on the Town's balance sheet. A current estimate of the property's value was obtained through an appraisal prepared by SW Irvine and Associates, which valued the 4.76 Acres of land at \$24,000 as of May 5, 2021. Any subsequent loss as a result of the book value differential will be realized as a 2021 financial impact and contribute to the Town's overall year-end surplus/deficit position.

In addition to the purchase price, the purchasers would be required to pay the Town's 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

ATTACHMENTS

Appendix A – Offer to Purchase-Tillsonburg Developments Inc in Trust for 2407774 Ontario Limited

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

BETWEEN:

THE CORPORATION OF THE TOWN OF TILLSONBURG

(the "Vendor")

-and-

**Tillsonburg Developments Inc.,
In Trust for 2407774 Ontario Limited**

(the "Purchaser")

WHEREAS the Vendor is the owner, in fee simple, the lands and premises described as Part Lot 1594, Plan 500, Parts 1 – 4, Plan 41R8799. T/W B7982 Except 35670 Together with an easement as in 335414 Together with an easement as in 335413 Town of Tillsonburg, County of Oxford, herein after referred to as "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 of **Twenty-Four-Thousand (\$ 24,000.00) CDN Dollars**. The estimated area of the Property is **4.76+/- Acres**.
3. **The Purchase Price shall be paid as follows:**
 - (a) The Purchaser hereby agrees to pay a deposit of **Five Thousand Dollars (\$5,000.00) CDN.**, payable by certified cheque to the Vendor's Solicitor, upon Acceptance of this Agreement. Said deposit shall be held interest free and shall be credited to the purchase price upon the completion of this transaction, failing which this deposit shall be returned to the Purchaser without interest or deduction and;
 - (b) the balance of the Purchase Price, by Certified Cheque or Bank Draft, subject to the usual adjustments, to the Vendor's solicitor upon the Completion of this transaction.

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 **30th, day of June, 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 interest or 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.

Buyer's Initials  _____

Seller's Initials _____

- (c) The parties acknowledge and agree that negotiation of the terms and conditions of this APS by The Chief Administrative Officer of the Town of Tillsonburg, or his or her designate, shall be negotiated in good faith. However, the said negotiation/s 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.
- (b) This agreement is subject to an application for Official Plan / Zoning changes being approved, for the lands to the West of the subject lands herein referred to, said change/s are to permit the Transferer herein to obtain approval to subdivide part of the adjacent lands, know as "The Bridges" Golf Club, for a residential development. Failing which this agreement shall become null and void and the purchaser's deposit shall be returned in full without interest or penalty. This clause is included for the sole benefit of the purchaser and may be waived by them at anytime within the allowed time period.

6. Deed/Transfer

- (a) The Vendor agrees that on the day of completions and transfer of title of the subject property that they will deed or transfer the Property to 2407774 Ontario Limited, subject to the terms of this Agreement.

7. Completion Date

- (a) The closing of this transaction shall take place **within 30 days from the date of approval of the applications for Official Plan / Zoning Change/s**, 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 June 20th, 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 June 24th, 2021** regarding the condition of the Property including, but not limited to, all existing physical conditions of this Property, environmental conditions, **including the Purchaser's requested restrictions against construction of any buildings or structures of any kind whatsoever anywhere within the boundaries of the land that are the subject of This agreement of purchase and sale. A proposed wording for this restrictive covenant shall be attached hereto as Schedule 'C'**. 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 indemnification 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 in full to the Purchaser without interest or deduction. In the event that the Purchaser finds, within the time period set out above, an unacceptable condition exists on the subject property and so notifies the Vendor herein in writing that the condition of the Property is not satisfactory, then the Purchaser shall, be released from this agreement of Purchase and Sale and shall be entitled to a

Buyer's Initials_



Seller's Initials_____

prompt and full return of the monies paid as deposit without interest or deduction or penalty.

The Vendor acknowledges and accepts that the purchaser has no intention of causing any testing of the subject lands that would disturb the soils and or the eco-systems existing within the boundaries of the subject lands prior to the completion of this transaction as it is their intent in their acquisition of the subject lands to apportion of the subject lands so as to attach the relative portions of the subject lands to the proposed adjacent lots currently outlined on the proposed residential development planned for "The Bridges Golf Course" and the Purchaser intends to enter into an agreement with the Appropriate Governing Bodies, (I.e. Town of Tillsonburg, County of Oxford, Long Point Conservation Authority etc.) as part of that Development Agreement for the Proposed Development Lands to protect the lands that are the subject of this APS by means of a schedule of restrictive covenants to be attached to the Transfer of Title documents that purchasers of the Proposed Developed lands, as referred to above, will receive on closing of their transactions so as to prevent the disturbance or removal of trees and/or underbrush, nor the development of any structures, including yard sheds, fences, pools, nor the extension/s of residential dwellings so as to extend those dwellings onto the lands that are the subject of this APS. Based on the forgoing Acknowledgment the Town of Tillsonburg hereby accepts that there shall be no reason for any unnecessary delays in the return of the Purchaser's deposit monies should this Agreement be terminated within the allowed time period. 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, or restrictions set out in Schedules; "A", "B", "C", "D"

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 is further agreed that based on the afore mentioned statement of intent with regards to the purchaser's intended use and subdivision of the subject lands that there shall be no reason or need for any authority to require the purchaser to conduct any soil bearing capacity tests or environmental inspections either as part of this transaction nor as part of any future development of the adjacent lands currently part of "The Bridges Golf Course". The Vendor shall grant the Purchaser access for 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, on the adjacent lands the Purchaser shall provide to the Town of Tillsonburg a plan showing the location of the building(s), the front elevation of the building(s), the exterior building materials, the restrictive Covenants Schedule to be attached to the adjacent lands upon approval of their development which shall include the prohibition of outside storage areas. 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 provided that such development of the

Buyer's Initials  _____

Seller's Initials _____

subject lands are in strict accordance with the aforementioned statement with regards to the purchaser's intent of use for the subject lands.

Proposed Resale

- a) **The Purchaser covenants that it is purchasing the Property for the purpose of consolidating the subject lands referred to herein with the adjoining property and sequentially sub-dividing the subject lands in accordance with the statement of intent as set out elsewhere in this agreement, and as such does intend to re-sell the subject lands as apportioned to the proposed adjacent residential lots together with the proposed restrictive covenants previously outlined elsewhere in this agreement. If, after the transfer of the property, the purchaser does not proceed with their development plans for the adjacent property (The Bridges Golf Course) and these lands, the purchaser, will, at the option of the Town of Tillsonburg, by notice in writing to the Owner, re-convey good title of the property to the Town of Tillsonburg, free and clear of all encumbrances, inconsideration for payment by the Town of Tillsonburg to the purchaser of 100% of the purchase price paid by the purchaser to the Town of Tillsonburg for the conveyance of the property in the first instance. The re-conveyance shall be completed within (60) days of the notice set out in this clause. The Town of Tillsonburg shall not be required to pay for any improvements, if any, that may have been made, constructed, installed or performed by the Owner of the Property.**

- (b) Further, the purchaser (Owner) covenants that it will not sell the Property or any part thereof Prior to development to any person, firm or corporation without first offering, in writing, to sell the Property to the Town of Tillsonburg for consideration equal to or less than the consideration paid by the Owner to the Town of Tillsonburg in the original conveyance of the Property, provided however that the Owner may sell or transfer the Property to a subsidiary or affiliate corporation as defined in the Business Corporations Act, R.S.O. 1990, c.B. 16 property as amended, provided such subsidiary assumes and confirms its acceptance of the within covenants and restrictions and expressly undertakes in writing to comply with them in such form as the Town of Tillsonburg may require. The Town of Tillsonburg shall have (60) days from the receipt of an offer made by the Owner under this subclause, to accept such an offer which acceptance shall be in writing. If the Town of Tillsonburg does not accept an offer to sell made by the Owner under the provisions of this subclause, the Town of Tillsonburg's right to repurchase the Property so offered shall terminate. However, the remaining provisions of this clause 1 as well as other provisions herein shall continue in full force and effect. The limitation contained in this subclause, will expire upon the Owner proceeding with their development of the adjacent property.

SECTION IV - PRIOR TO COMPLETION DATE

15. 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.

16. 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.

SECTION V - COMPLETING THE TRANSACTION

17. 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.

Buyer's Initials  _____

Seller's Initials _____

18. 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.

19. 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.

20. 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.

21. 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 "D".
- (b) The Purchaser is allowed **until June 24th, 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.

22. 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.

23. 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.

24. Deliveries by the Vendor To The Purchaser on ClosingBuyer's Initials_ 

Seller's Initials_____

- (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.

25. Harmonized Sales Tax

- (i) 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: **[Note: The Purchaser herein is an HST registrant and as such would prefer to make the HST payment as part of their monthly remittance to CRA.]**
- (ii) 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, 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.

SECTION VI - MISCELLANEOUS

26. Entire Agreement

- (a) There is no representation, warranty, collateral agreement or condition affecting this Agreement or the Property other than expressed herein.

27. Tender

Buyer's Initials  _____

Seller's Initials _____

- (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.

28. Time of Essence

- (a) Time shall be of the essence in this Agreement.

29. 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.

30. Notices

- (a) All notices in this Agreement shall be in writing and shall be deemed to have been given if delivered by hand or mailed by ordinary mail, postage prepaid, addressed to the solicitor for the person to whom such notice is intended to be given at the following addressed:

Solicitors for the Vendor:

Duncan, Linton LLP
ATTENTION: 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:

[To Be provided but as an FYI we are purchasing this land and transfer will be to the Numbered company, 2407774 Ontario Limited that currently owns the adjacent Bridges Golf Course, we have already been appointed as agents for the owners for these purposes as per our preliminary application for Development.]

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.

31. Successors and Assigns

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 adjoining lands. 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.

32. 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" Restrictive Covenants

Buyer's Initials  _____

Seller's Initials _____

33. 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.

34. 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.

35. Severability

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

IN WITNESS WHEREOF the Purchaser has executed this Agreement:

Dated at Tillsonburg, ON., Ontario this 18th day of June, 2021.

Per:



Name: Dominic A. Bradley
Title: General Manager

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 _____, 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

Buyer's Initials 

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 Lot 1594, Plan 500, Parts 1 – 4, Plan 41R8799. T/W B7982 Except 35670 Together with an easement as in 335414 Together with an easement as in 335413 Town of Tillsonburg, County of Oxford,

Buyer's Initials_  _____

Seller's Initials_____

SCHEDULE “B” – PURCHASER CONDITIONS

1. The transaction of purchase and sale contemplated herein shall be subject to the fulfillment of the following terms and conditions on or before **June 24th, 2021** 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) This Agreement of Purchase and Sale is conditional until **June 16th, 2021** upon the Vendor agreeing and acknowledging that the Purchaser is purchasing the subject lands as an agent for 2407774 Ontario Limited to cojoin with the abutting lands of “The Bridges Golf Club” and having the intention of sub-dividing the subject lands, together with the abutting lands (thereby making the proposed lots deeper than otherwise possible) in accordance with the application for a plan of subdivision currently having been put forward to the Municipality for consideration as a proposed plan of residential sub-division, failing which this agreement of Purchase and Sale shall become null and void and the Purchaser’s deposit shall be returned in full without interest nor deduction. This condition is included for the sole benefit of the Purchaser and may be waived by them at any time within the allowed time period.

Buyer's Initials_  _____

Seller's Initials_____

SCHEDULE “C”
PROTECTIVE RESTRICTIONS ON RESIDENTIAL LANDS

DEFINITIONS meanings:	<p>1. In these restrictions the following words and expressions shall have the following meanings:</p> <p>a) “Vendor” means the vendor, seller, grantor, transferor or lessor named in the annexed document, and includes the successors and assigns of the Vendor.</p> <p>b) “Purchaser” herein means the purchaser, buyer, grantee, transferee or lessee named in the annexed document, and includes the heirs, executors, administrators, successors and assigns of the Purchaser.</p> <p>c) “Building” shall mean a single-family residential dwelling.</p> <p>d) “Lot” shall mean the land on which a building has been or will be constructed as conveyed to the individual purchasers.</p>
BUILDING RESTRICTIONS	<p>2. All building, site, plot, house design, grading and drainage plans for the lands or any part thereof shall be approved by the Vendor in writing prior to commencement of excavation and prior to building permit application.</p>
DRAINAGE SWALES, GRADING & ACCESS	<p>3. Drainage swales will be constructed and maintained as designed by the Vendor’s engineers to provide surface water run-off in accordance with the said drainage plan and each Lot shall be graded so that the surface of same slopes from the house to the lot lines. There shall be designated on the plans referred to in paragraph 2 the grade levels and the direction of drainage for each Lot to provide for surface water run-off in accordance with the said drainage plan. The Purchaser hereby agrees to provide to the Vendor or its agents the necessary free access required for the purpose of constructing, installing, inspecting, maintaining, repairing and renewing the said drainage swales, grade levels and all problems created by drainage.</p>
MUNICIPAL AGREEMENT	<p>4. The Purchaser hereby agrees to comply with the terms of any municipal agreements including, without limitation, subdivision agreements (as are applicable to Purchaser).</p>
VENDOR’S APPROVAL OF ALTERATIONS	<p>5. The Purchaser shall not commence any additions or alterations, including without limitation save and except landscaping, without obtaining the Vendor’s prior approval in writing to the plans, including drainage plan, plot plan, location and exterior colour scheme of any such additions or alterations, and that such additions and alterations are to be made in strict conformity with such plans, location and exterior colour scheme.</p>
USE OF BUILDING	<p>6. The Building to be erected on the said lands shall be used and occupied for no other purpose than as a private residence and shall not be used for the purpose of profession, trade, employment or business of any description, nor as a school, hospital or other charitable institution, nor as a hotel, apartment house, duplex, rooming house or place of public resort, nor for any sport or game other than such games as are customarily played in connection with the occupation of a private residence as herein provided, nor shall anything be done on the land or in any Building thereon which may be an annoyance or nuisance to the occupiers of neighbouring lands.</p>
OUTSIDE PARKING	<p>7. No vehicle or vehicles and no boats of any kind shall be parked or stored on the said land other than automobiles used in connection with private residences.</p>
ANIMALS	<p>8. No animals, fish or fowl of any kind may be kept or maintained on the said land, other than household pets normally permitted in private homes in urban residential areas. No more than two cats or two dogs shall be kept on the said lands, provided they do not constitute an annoyance or nuisance to the occupants of neighbouring lands as may be determined by the Vendor, and that there shall be no commercial breeding of such animals, fish or fowl.</p>
ERECTION OF OTHER STRUCTURES	<p>9. No structures, decks, storage sheds, fences (except for a fence as may be required by the Municipality to be located on the boundary of the Lot and built at the cost of the Vendor), antennae or T.V. satellite dishes, other than the building to be erected thereon as provided herein, shall be erected on the lands unless the location, design and material have been approved in writing by the Vendor and the chief building inspector for the Town of Tillsonburg.</p>
SIGNS & WASTE	<p>10. No signs (other than standard realtor’s signs), billboards, notices or advertising matter of any kind shall be placed upon the lands, except with the prior consent of the Vendor, and provided that the same are not in violation of the municipal sign by-law or any other applicable authority. No building, waste, debris or garbage or other material of any kind shall be dumped or stored on the lands.</p>
TREES	<p>11. No living trees or landscaping required by the municipal agreement shall be cut down or removed without the consent in writing of the Vendor and / or the Municipality of Tillsonburg, except those standing within an area to be excavated for erection of the buildings.</p>

Buyer’s Initials_ 

Seller’s Initials_____

RESTRICTION
OF ENTRY ONTO
PROTECTED LANDS

12. Purchasers of Homes backing onto the ravines throughout the development are advised that all living things in, on, or about these ravines are protected including but not limited to fallen leaves, trees, falling tree limbs, underbrush, ground coverings, or seeds, birds, and all other manner of living animals, insects, birds etc., on them is governed by the Long Point Conservation Authority. Walking, climbing, or otherwise entering into or onto the ravines is strictly prohibited due to the need to protect the sensitive eco-systems and to ensure the long-term stability of the banks. Residents are reminded that the dumping of anything whatsoever into the ravines is strictly prohibited and punishable under the law.

VARIATION OF
RESTRICTIONS

12. The Vendor may agree to vary, alter, amend, or remove any of the foregoing conditions in respect of these or any other lands on the said Plan of Subdivision without notice to or consent of the Purchaser or the owner of any other land to which the foregoing conditions may apply so long as such variation, alteration, amendment or removal is not, in the opinion of the Vendor, a substantial deviation from the general nature of the foregoing conditions.

REZONING

13. The Purchaser hereby acknowledges receipt of notice from the Vendor that the Vendor may apply for rezoning, official plan amendment or land divisions respecting other lands included in the Plan of Subdivision or adjacent to the Plan of Subdivision. The Purchaser agrees to consent to any and all such applications and agrees that this paragraph may be pleaded as a bar to any objection by the Purchaser to such applications. The Purchaser covenants to include the provisions of this paragraph in any conveyance, mortgage or disposition of all or any of the Lot.

DURATION

14. These restrictions shall run with the lands and be in force for a period of ninety-nine (99) years from the registration of the Plan of Subdivision.

COVENANTS TO RUN
WITH THE LANDS

15. To the extent that the burden of this covenant may run with the lands in respect of which they respectively covenant (until the expiry of ninety nine (99) years following registration of the Plan of Subdivision) the Vendor as to the building lots forming part of the blocks on the registered plan remaining vested in it and the Purchaser as to the lands described in the within conveyance DO HEREBY MUTUALLY COVENANT AND AGREE each with the other and the Purchaser also HEREBY COVENANTS AND AGREES with the owner or owners for the time being of any lands to which is attached the benefit of stipulations, restrictions, and provisions of these restrictions and with their respective heirs, executors, administrators, successors and assigns to observe and comply with the stipulations, restrictions and provisions set forth in these restrictions and that nothing shall ever be erected, placed or done upon the lands as to which they respectively covenant, in breach or violation or contrary to the fair intent and meaning of the said stipulations, restrictions and provisions and to exact covenants the same as those contained herein from the Purchaser in any conveyance which the Vendor and the Purchaser may make of the said building lots or the lands respectively or any part thereof. These covenants shall not be held binding upon the Vendor or the Purchaser, or any other person, except in respect of breaches committed or conducted during their, his or her joint sole seisin of title to the lands upon or in respect of which such breaches shall have been committed.

SUCCESSORS

16. The Purchaser for itself, its heirs, administrators, executors, successors and assigns covenants and agrees that in the event that it shall transfer or dispose of the whole or any part of the Lot, it shall exact from any purchaser or assignee a covenant to comply with all the covenants herein contained including this requirement to exact this same covenant from any subsequent purchaser or assignee.

SEVERABILITY

22. If for any reason whatsoever any term, covenant or condition of this Agreement, or the application thereof to any party or circumstance, is to any extent held or rendered invalid, unenforceable or illegal, then such term, covenant or condition:

- a) is deemed to be independent of the remainder of the Agreement and to be severable and divisible therefrom and its invalidity, unenforceability or illegality does not affect, impair or invalidate the remainder of the Agreement or any part thereof; and continues to be applicable and enforceable to the fullest extent permitted by law against any part and circumstances other than those as to which it has been held or rendered invalid, unenforceable or illegal. The covenants in respect to the foregoing protective restrictions shall extend to and be binding upon, and may be taken by, the respective heirs, executors, administrators, successors and assigns of the parties hereto.

PROVIDED that in construing these presents the words "Vendor and "Purchaser" and the pronouns "he", "his", or "him" relating thereto and used therewith shall be read and construed as "Vendor" or "Vendors", "Purchaser" or "Purchasers", and "he", "she", "it", or "they", "his", "her", or "their", or "him", "her", "it", or "them", respectively, as the number and gender of the party or parties referred to in each case require, and the number of the verb agreeing therewith shall be construed as agreeing with the said word or pronoun so substituted.

Dated at: Tillsonburg, ON. This 18th, day of June, 2021

PURCHASER: 
(I have the authority to bind the Corporation)

VENDOR: _____
(I have the authority to bind the Corporation)

Buyer's Initials  _____

Seller's Initials _____



Subject: BIA Levy Assessment By-Law

Report Number: FIN 21-21

Department: Finance

Submitted by: Sheena Pawliwec, CPA, CGA, Director of Finance/Treasurer

Meeting Type: Council Meeting

Meeting Date: Monday, July 12, 2021

RECOMMENDATION

THAT a By-law to amend the BIA By-Law 2013 to establish a maximum and minimum levy for 164, 170, 200 and 248 Broadway be brought forward for Council consideration.

BACKGROUND

The BIA forwarded a resolution and spoke at Town Council requesting that a set maximum charge for Strathallen properties be considered per Section 208 of the Municipal Act. The intent is to establish stable budgeted revenue for the BIA to rely on even in situations where the assessment on these identified properties may be reduced or increased.

At the Council meeting held on April 12, 2021, Town Council directed staff to proceed with establishing a maximum charge of the BIA annual levy to the properties known as 164, 170, 200 & 248 Broadway owned by Strathallen.

This report has been prepared to provide Council with an update pertaining to the above resolution and recommendation to proceed with an amendment to the existing By-laws 2013 and 3180.

DISCUSSION

Notice of the intention of Council to pass this By-law along with pertinent explanatory information (Appendix A) was delivered by mail to all commercial property owners within the BIA boundary as required by The Municipal Act. Also contained within this letter were instructions with respect to objections. Objections to this proposal were to be provided in writing to the Town Clerk within 60 days of the date of Notice. Should the number of objections have totalled one-third of the total number of persons entitled to vote, representing at least one-third of the assessed value of the properties in the BIA, then the Town shall not pass the proposed By-law. The 60 day period lapsed effective

FIN 21-21

July 11, 2021 with no objections received by the Clerk with respect to the proposed By-law.

A red-lined version has been provided detailing the adjustments to the existing By-law (Appendix B). The amending By-law will be brought forward later in this meeting for three final readings.

CONSULTATION

The BIA assessment change process was executed by the Finance department in consultation and with assistance by the Director of Corporate Services/Clerk and the Town's solicitor Duncan, Linton LLP. All commercial residents within the BIA boundary were notified by letter of the intention of the By-law.

FINANCIAL IMPACT

The change to the BIA levy assessment is strictly contained within the BIA's levy distribution model and affects the BIA only.

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

FIN 21-21

ATTACHMENTS

Appendix A – BIA Notice Letter

Appendix B – BIA and Board of Management By-law (Red-lined)



Town of Tillsonburg
Finance Department
200 Broadway, Suite 204
Tillsonburg, ON N4G 5A7

Tel: (519) 688-3009

Fax: (519) 842-9431

May 13, 2021

TO: BIA Members

FROM: Finance Department, Town of Tillsonburg

SUBJECT: Section 208 Notice under the Municipal Act to establish a minimum and maximum charge of the BIA annual levy for properties owned by Strathallen.

Every four years MPAC re-assesses all properties in Ontario to provide area municipalities with updated assessment valuations. It is a common practice, predominantly amongst Industrial and Commercial class properties, to appeal new revised assessment values through MPAC. The appeal results can vary between an increased and a decreased final assessment value. Where a valuation assessment and corresponding contribution share to the BIA annual levy is greater, as is the case with Strathallen owned properties, a successful appeal can have significant adverse impacts to budgeted revenue.

The BIA forwarded a resolution and spoke at Town Council requesting that a set maximum charge for Strathallen properties be considered per Section 208 of the Municipal Act. This would establish stable budgeted revenue for the BIA to rely on even in situations where the assessment on these identified properties may be reduced or increased.

At their meeting on April 12, 2021, Town Council directed staff to proceed with establishing a maximum charge of the BIA annual levy to the properties known as 164, 170, 200 & 248 Broadway owned by Strathallen with costs for postage, envelopes, and applicable staff time, be charged back to the BIA.

Attached is a draft by-law that includes this direction by Town Council for your review. Also included for your reference is an excerpt of Section 208 of the Municipal Act. Under the Act, the Town is required to provide notice of the proposal to establish a minimum and maximum charge.

If you object to this proposal, please provide your written objection to the Town Clerk (msmibert@tillsonburg.ca) within 60 days (July 11, 2021) of the date of this notice. Should the number of objections total one-third of the total number of persons entitled to vote, representing at least one-third of the assessed value of the properties in the BIA, then the Town shall not pass the proposed by-law.



What does this proposal mean to you/your business?

New proposal: Strathallen properties will consistently be charged a set percentage of the BIA budget thus reducing fluctuations resulting from reassessments. Future assessment fluctuations of the Strathallen properties would not have a direct impact to the BIA tax rate. All other businesses within the BIA will continue to be assessed their proportionate share of the residual annual BIA levy based on their property assessment value.

Current Process: All businesses within the BIA are assessed their proportionate share of the total annual BIA levy based on their property assessment value. Strathallen assessment increases/decreases have a direct impact on the BIA tax rate; an increase will reduce the tax rate and a decrease will increase the tax rate.

Sincerely,

Sheena Pawliwec

Sheena Pawliwec, CPA, CGA

Director of Finance / Treasurer

THE CORPORATION OF THE TOWN OF TILLSONBURG

BY-LAW 2021-####

By-Law 2013

(Last updated: Consolidated By-Law 3180: October 11, 2005

By-Law 2013: October 17, 1978)

A BY-LAW to designate a certain area as an improvement area and to establish a Board of Management therefor.

WHEREAS Section ~~204361~~ of The Municipal Act, R.S.O. ~~20011970~~, ~~c.25~~Chapter 284, and amendments thereto, grants authority to Council to pass a by-law to designate an improvement area and to establish a Board of Management therefor, to which will be entrusted the improvement, beautification and maintenance of municipally owned lands, buildings and structures in the area, beyond such improvements, beautification and maintenance as is provided at the expense of the municipality at large, and the promotion of the area as a business or shopping area;

AND WHEREAS notice of the intention of Council to pass this by-law has been served by mail as required by the said Section of the Municipal Act;

AND WHEREAS it is deemed desirable to designate the area as set out on Schedule "A" hereto as an improvement area to be known as "The Tillsonburg Downtown Business Improvement Area."

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

1. The area as described in Schedule "A" attached hereto, is hereby designated as an Improvement Area to be known as "The Tillsonburg Downtown Improvement Area."
2. A Board of Management for the said Improvement Area, is hereby established which shall be known as "The Board of Management for the Tillsonburg Downtown Improvement Area," (hereinafter called "the Board").
3. The Board established under Clause 2 hereof is a Body Corporate and shall consist of such number of members appointed by Council as the Council considers advisable, at least one of whom shall be a member of Council and the remaining members shall be persons qualified to be elected as members of Council and who are assessed for business assessment in respect to lands within the defined area.

4. The members of the Board shall hold office from the time of appointment until the expiration of the term of office of the Council that appoints them, or until their successors appointed, provided they continue to be qualified as set out in Clause 3.

5. Where a vacancy occurs the Board from any cause, the Council shall, by resolution appoint a person qualified, who shall hold office for the remainder of the term for which his predecessor was appointed.

By-Law 2013 Consolidated

6. The Board of Management shall submit its estimates for the current year to Council at a time and in a form as prescribed by Council. However the Council may reject such estimates in whole or in part and also may refuse to provide such money for the purposes of the Board.

7. The Board shall not expend any monies not included in its estimates, which have received prior approval of the Council or in a reserve fund established under Section 308 of the Municipal Act.

8. The Board shall not incur any indebtedness extending beyond the current year.

9. The Board shall, annually, on or before the 1st day of March, submit its annual report for the preceding year to Council. The report shall include an audited financial statement of the affairs of the Board.

10. The municipal auditor shall be the auditor of the Board and all books, documents, minutes and accounts of the Board shall be, at all times, be open to his inspection.

11. Upon repeal of this by-law, the Board shall cease to exist and its undertaking assets and liabilities shall be assumed by the Town of Tillsonburg.

12. The Council shall, in each year, levy a special charge upon persons in the said designated area assessed for business assessment, sufficient to provide a sum equal to the sum of money provided for the purposes of the Board and as approved by Council, which shall be borne and paid by such persons in proportion that the assessed value of the real property that is used as the basis for computing the business assessment of each of such persons bears to the assessed value of all of the real property in the area used as the basis for computing business assessment.

12.1 Despite section 12 and as provided by subsection 208(3) of the *Municipal Act*, the aggregate amount payable by Parcel 1, as described in Schedule "B", shall not exceed the maximum special charge of forty-three percent (43%) of the Board's budget in any taxation year and the aggregate amount payable by Parcel 2, as described in Schedule

“B”, shall not exceed the maximum special charge of seven percent (7%) of the Board’s budget in any taxation year.

12.2 Despite section 12 and as provided by subsection 208(3) of the *Municipal Act*, the aggregate amount payable by Parcel 1, as described in Schedule “B”, shall not fall below the minimum special charge of forty-three percent (43%) of the Board’s budget in any taxation year and the aggregate amount payable by Parcel 2, as described in Schedule “B”, shall not fall below the minimum special charge of seven percent (7%) of the Board’s budget in any taxation year.

12.3 “Parcels” shall mean those lands identified on the assessment roll returned in 2020 for taxation in 2021 as roll numbers 3204 030 030 08000 0000, and 3204 030 030 08301 0000 for 164, 170, 200, and 248 Broadway, as being separately assessed for taxation purposes and which are more particularly outlined and identified on the attached Schedule “B”. If the foregoing assessment roll numbers are changed, consolidated or subdivided, Parcels shall mean those lands outlined and identified on Schedule “B”.

12.4 If necessary for a fiscal year to raise the amount referred to in section 12 because the maximum charge applies to the Parcels, the municipality shall for the year adjust any charges applicable to the remaining individual properties in The Tillsonburg Downtown Improvement Area by adjusting the percentage of assessment established under section 12 for those properties in proportion to the assessed value of the real property, as provided for in paragraph 208(4)(b) of the *Municipal Act*.

13. Any levy imposed under Clause 12 hereof may be collected in the same manner and with the same remedies as provided by the Municipal Act for the collection of taxes for business assessment.

14. This by-law shall not come into force and effect until such time as it receives the approval of the Ontario Municipal Board and shall be subject to whatever conditions, restrictions or limitations the Ontario Municipal Board may, by order, impose.

READ A FIRST AND SECOND TIME THIS ~~12-13~~¹²th day of ~~JULY~~^{DECEMBER}, ~~2021~~¹⁹⁷⁷.

READ A THIRD TIME AND FINALLY PASSED THIS ~~12-17~~¹²th day of ~~JULY~~^{OCTOBER}, ~~2021~~¹⁹⁷⁸.

Original signed by

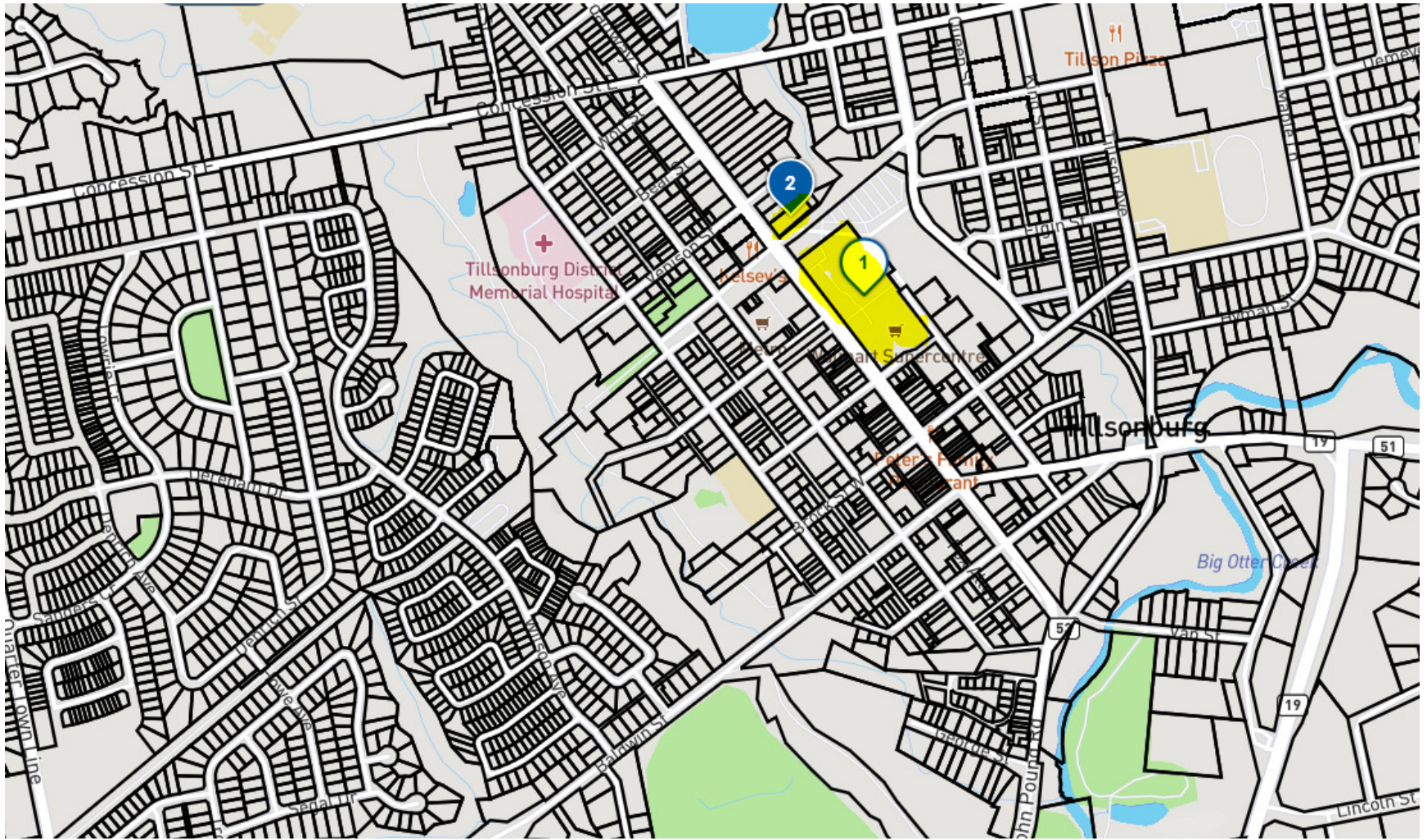
MAYOR

Original signed by

CLERK

|

Schedule "B"



Parcel 1 - 164, 170 & 200 Broadway

Parcel 2 - 248 Broadway

Tilsonburg BIA Area Map

NOTE: THIS IS NOT A PLAN OF SURVEY
TILSONBURG - MICHELS

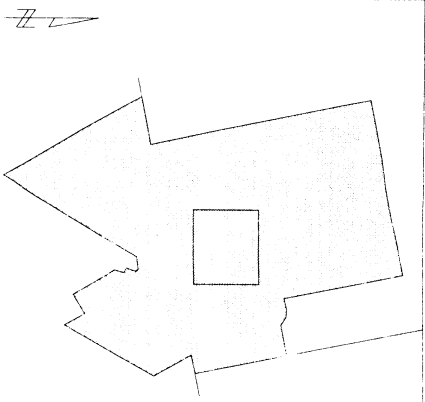


LEGEND

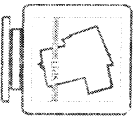
Municipal Limits



- BIA Boundary



TILSONBURG





Subject: Revised 2021 Final Tax By-Law Schedule “A”

Report Number: FIN 21-22

Department: Finance

Submitted by: Sheena Pawliwec, CPA, CGA, Director of Finance/Treasurer

Meeting Type: Council Meeting

Meeting Date: Monday, July 12, 2021

RECOMMENDATION

THAT a By-law to amend the Tax Rate By-Law 2021-062 to replace Schedule “A” be brought forward for Council consideration.

BACKGROUND

This report has been prepared in response to the expected passing of the BIA By-law amendment to establish maximum and minimum levy’s for identified designated properties.

DISCUSSION

With the approval of the By-law to amend the BIA By-Laws to establish a maximum and minimum levy for 164, 170, 200 and 248 Broadway, adjustment must be made to the Tax Rates By-law 2021-062 Schedule “A” (Appendix A). It is crucial that this document be updated to reflect these changes in advance of the printing of the final tax bills next week to ensure the correct calculation of tax bills. This By-law will be brought forward later in this meeting for three final readings. Should the BIA By-law amendment not be passed by Council, this request to amend By-law 2021-062 Schedule “A” is to be repealed.

FINANCIAL IMPACT

The attached 2021 Final Levy By-Law Schedule “A” provides for the applicable calculated 2021 tax rates to generate the levy amounts for each requisitioning body.

FIN 21-22

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 – Tax Rates By-law 2021-062 Schedule “A”

Schedule "A"

		<u>2021 TAX</u> <u>RATES</u>				TOTAL BASE		
RTC/RTQ		GENERAL	COUNTY	EDUCATION	RATES	PARKING	B.I.A.	TOTAL
RT	RESIDENTIAL	0.00788678	0.00367037	0.00153000	0.01345812	0.00104168		0.01449980
R1	FARMLAND DEV PH 1	0.00354905	0.00000000	0.00068850	0.00423755			0.00423755
MT	MULTI-RESIDENTIAL	0.01577356	0.00734074	0.00153000	0.02538624	0.00208337		0.02746961
NT	NEW MULTI-RESIDENTIAL	0.00788678	0.00367037	0.00153000	0.01308715			0.01308715
M1	MULTI-RESIDENTIAL AWAITING DEV	0.00354905	0.00165167	0.00068850	0.00588922			0.00588922
CT	COMMERCIAL	0.01499908	0.00698031	0.00880000	0.03148490	0.00198107	0.00196083	0.03542680
XT	COMMERCIAL NEW CONSTRUCTION	0.01499908	0.00698031	0.00880000	0.03148490	0.00198107	0.00196083	0.03542680
CU	EXCESS LAND	0.01049935	0.00488622	0.00880000	0.02467943	0.00138675	0.00137258	0.02743876
CX	VACANT LAND	0.01049935	0.00488622	0.00880000	0.02467943	0.00138675	0.00137258	0.02743876
XU	COM'L NEW CONST. - EXCESS LAND	0.01049935	0.00488622	0.00880000	0.02467943			0.02467943
IT	INDUSTRIAL	0.02074223	0.00965307	0.00880000	0.04017095			0.04017095
JT	INDUSTRIAL NEW CONSTRUCTION	0.02074223	0.00965307	0.00880000	0.04017095			0.04017095
IU	EXCESS LAND	0.01348245	0.00627450	0.00880000	0.02919112			0.02919112
IX	VACANT LAND	0.01348245	0.00627450	0.00880000	0.02919112			0.02919112
LT	LARGE INDUSTRIAL	0.02074223	0.00965307	0.00880000	0.04017095			0.04017095
LU	EXCESS LAND	0.01348245	0.00627450	0.00880000	0.02919112			0.02919112
PT	PIPELINES	0.00993182	0.00462210	0.00880000	0.02382108			0.02382108
FT	FARMLAND	0.00171695	0.00079904	0.00038250	0.00297925			0.00297925
GT	PARKING LOT	0.01499908	0.00698031	0.00880000	0.03148490		0.00196083	0.03344573



Subject: 2022 Budget Process

Report Number: FIN 21-23

Department: Finance

Submitted by: Sheena Pawliwec, CPA, CGA, Director of Finance/Treasurer

Meeting Type: Council Meeting

Meeting Date: Monday, July 12, 2021

RECOMMENDATION

THAT Council receives report FIN 21-23 2022 Budget Process;

AND THAT the following dates are scheduled for Council Budget Meetings:

Monday, November 29, 2021	4:00pm-9:00pm
Monday, December 6, 2021	9:00am-3:00pm
Thursday, December 16, 2021	4:00pm-9:00pm
Monday, January 17, 2022	6:00pm-9:00pm

BACKGROUND

Municipalities are required to prepare and adopt a budget on an annual basis, as per the *Municipal Act, 2001*, section 290. The budget process report provides Council and the public with the processes and timelines necessary to meet legislative requirements and achieve the strategic objectives of the organization. The intent is to define a process for Council to follow that is understandable for all parties and aims for Council to approve the 2022 budget in January of 2022. Similar in procedure to the previous budget year, the Capital and Operating budgets are proposed to be presented together for review by Council.

DISCUSSION

The Town's budget process focuses on developing and providing recommendations that achieve the expectations of Council and the Community. Throughout the process Council will provide direction for removing or adding projects, deferring projects to a future year or to reduce amounts assigned to various budgeted matters. Staff will keep a running list of additions and changes for review throughout the budget process which will include matters for further discussion and requests for additional information.

FIN 21-23

An initial pre-budget discussion will be introduced via staff report at the second regularly scheduled Council meeting in September. This early discussion will afford Council the opportunity to provide any specific objectives, service level changes, capital project requests, and/or targeted tax levy percentage impact.

Budget binders containing staff recommended operating and capital budget details will be distributed on Thursday, November 11; eighteen days prior to the commencement of the first special budget meeting scheduled for November 29th. Subsequent to the distribution of the budget binder, Councillors are encouraged to advance questions to staff relating to any necessary clarifications. This will ensure that questions are fully understood and quality responses may be prepared for Council's consideration and discussion at the November 29th meeting.

The following table provides an overview of the tentatively scheduled meeting dates pertaining to the 2022 Budget. Council Budget Approval is anticipated to occur on January 10, 2022.

<u>Meeting Date</u>	<u>Meeting Description</u>
Monday, Sept 27, 2021 Regular Council Meeting	<ul style="list-style-type: none"> • Budget survey results to Council • Pre-budget report(s) provided, if applicable, providing Council an opportunity for discussion and direction regarding: <ul style="list-style-type: none"> ▪ Specific objectives ▪ % range to tax levy ▪ Service level changes ▪ Capital requests
Thursday, Nov 11, 2021	2022 Budget Binders Distributed to Council
Monday, Nov 29, 2021 Special Council Meeting (4pm-9pm)	Operating & Capital Budget Package (i.e. Business Plans) Review with Council
Monday, Dec 6, 2021 Special Council Meeting (9am-3pm)	<ul style="list-style-type: none"> • Pre-budget approval(s) staff report, if applicable. • Motions & resolutions by Council, if applicable. • Questions by Council regarding budget information presented at the Nov 29 meeting and/or contained in the budget binders.
Monday, Dec 13, 2021 Regular Council meeting	2022 Rates & Fees to Council for review and approval.

FIN 21-23

Thursday, Dec 16, 2021 Special Council Meeting (4pm-9pm)	<ul style="list-style-type: none"> • OPP Funding presentation, if applicable. • Staff reports from Nov 29 & Dec 6 meeting resolutions, if applicable. • Motions/resolutions for final budget adjustment, if applicable. • Resolution to bring forward Final Budget and Business Plans for Council approval at the next regularly scheduled meeting.
Monday, Jan 10, 2022 Regular Council Meeting	Final Operating & Capital Budgets and Departmental Business Plans approved
Monday, Jan 17, 2021 Special Council Meeting (6pm-9pm)	External Group Grant Requests (allocation of 2022 Budgeted Funds)

The Capital Budget

The Town continues to experience significant development which requires considerable investment in new assets to serve the growing population. In addition, the Town's existing infrastructure is aging to the point where substantial investment is required to maintain the current assets (repair and replacement). Given the limited financial resources available, it is critical for the Town to maximize its use of existing financial resources by investing in capital projects that provide the greatest benefit to the Community and ensure we are managing our assets in a sustainable manner.

Corporate-wide prioritization of capital projects requires management to think beyond their individual areas of responsibility by weighing the needs of all lines of service in a consistent and unbiased manner. A number of new projects will be selected for 2022 in addition to any projects not finalized in 2021. Each new 2022 Capital request will be evaluated and prioritized by the Senior Leadership Team, thus ensuring limited resources are allocated effectively.

The Asset Management Reserve which is usually funded from the phase-in amount of the MPAC assessment did not see any increase in 2021 due to the assessment delay resulting from the pandemic. Usually this is incorporated with other funding sources available such as grants, reserves, taxation, and debt in order to fund the proposed projects, however in 2022 these other funding sources will be relied upon to a greater degree.

The Operating Budget

Operating budget funding is derived primarily from taxation and user fees revenue. Annual operating requirements are reviewed by managers and directors regarding activities necessary to operate the Town. The Operating budget process will determine

FIN 21-23

the amounts needed to be raised from taxation and corresponding change to the tax levy rate.

Budget Survey

The 2022 proposed budget process again includes an external public survey in which residents have been invited to provide input on the Town budget via a link on our website. Meaningful and effective public engagement improves the quality of decisions made, facilitates citizen understanding of issues and government processes, fosters respect for the views of others, and increases support, understanding and ownership of decisions made.

The Town's survey is live from June 15 through August 31. The County is also running a budget survey in conjunction with the lower tiers through August 31. All survey results will be shared via staff report at the regularly scheduled Council meeting on September 27.

FINANCIAL IMPACT

There are no financial impacts associated with the approval of the 2022 Budget Schedule.

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

FIN 21-23

- ☐ Provide a variety of leisure and cultural opportunities to suit all interests
- ☐ Improve mobility and promote environmentally sustainable living

ATTACHMENTS

None.



Subject: Sign By-Law Amendment – COVID-19

Report Number: OPD 21-27

Department: Building, Planning and By-Law Services

Submitted by: Geno Vanhaelewyn, CBO

Meeting Type: Council Meeting

Meeting Date: Monday, July 12, 2021

RECOMMENDATION

THAT Council receives report OPD 21-27; Sign By-Law Amendment – COVID-19 as information;

AND THAT a By-Law to amend By-Law 3798, being a by-law to prohibit or regulate signs and other advertising devices and the posting of notices within the Town of Tillsonburg, be brought forward for Council's consideration;

AND THAT a By-Law to amend By-Law 2021-004, being a Schedule of Fees for certain Municipal applications, services and permits in the Town of Tillsonburg, be brought forward for Council's consideration.

BACKGROUND

The Town's current Sign By-Law 3798 was adopted by Municipal Council in 2014 which regulates signs and other advertising devices of a commercial nature in the Town of Tillsonburg. The primary intent of the Sign By-Law is to regulate signs of a commercial nature intended to be viewed from any vehicular or pedestrian right-of-way. The Sign By-law serves two main purposes: to coordinate the type, placement and scale of signs within the different land-use zones; and to recognize the commercial communication requirements of all-sectors of the business community.

At the June 14, 2021 Council meeting the following resolution was carried:

Resolution # 2021-282

Moved By: Councillor Gilvesy

Seconded By: Councillor Parker 10 THAT a By-Law to amend By-Law 3798 to lift the restrictions on banner signs which was previously amended expired on

OPD 21-27

December 31st 2020 be reinstated to May 31, 2022 to allow businesses the opportunity to aggressively market during covid recovery.

This report along with the proposed By-Law amendments provides the staff recommendations as a result of the COVID-19 impact.

DISCUSSION

In review of both the Sign and Rates and Fees By-Law; staff recommends the following temporary amendments to allow businesses to advertise more aggressively during the re-opening and recovery phase of Covid-19:

1. Temporarily remove the 180 day restriction for mobile signs and replace with 365 days from July 13, 2021 to May 31, 2022 by amending the following section:

8.6 MOBILE SIGNS

Mobile signs shall be erected in compliance with the following:

- f. Mobile sign permits may be renewed for a maximum of 180 days in a 12 month period with the exception of multi-tenant properties which are permitted 365 days in a 12 month period *and between July 13, 2021 and May 31, 2022 which are permitted 365 days within the 12 month period.*
2. Waive mobile sign permit fees in the amount of \$30.00/mth for the remainder of 2021 with a recommendation that this is reviewed when preparing the 2022 Rates and Fees structure.
3. Amend the definition of "TEMPORARY BANNER SIGN" as follows:

TEMPORARY BANNER SIGN: means a Banner Sign that is placed between July 13, 2021 and May 31, 2022.

CONSULTATION

Consultation was completed with By-Law Enforcement staff.

Upon approval, staff would develop communication and promotional materials that can be used to update the website, notify business owners, BIA, Chamber, sign contractors, and inform/educate the public.

FINANCIAL IMPACT/FUNDING SOURCE

An estimated reduction of \$2,250.00 in the 2021 budgeted sign permit fee revenue is to be expected.

OPD 21-27

COMMUNITY STRATEGIC PLAN (CSP) LINKAGE

1. Excellence in Local Government
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 - ☐ Provide a variety of leisure and cultural opportunities to suit all interests
 - ☐ Improve mobility and promote environmentally sustainable living

ATTACHMENTS

None.



The Corporation of the Town of Tillsonburg
Accessibility Advisory Committee

June 8, 2021
2:00 p.m.
Electronic Meeting

MINUTES

Present: Cindy Allen, Mark Dickson, Erin Getty, Jeff Huber, Councillor Pete Luciani, Margaret McCrimmon, Mike Cerna and Michael Kadey.

Regrets: Peter Staley.

Also Present:

Amelia Jaggard, Deputy Clerk

Emily Xuereb, Deputy Chief Building Official

1. Call to Order

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

2. Adoption of Agenda

Proposed Resolution #1

Moved by: Mike Cerna

Seconded by: Councillor Luciani

THAT the Agenda as prepared for the Accessibility Advisory Committee meeting of June 8, 2021, be adopted.

Carried.

3. Minutes of the Previous Meeting

4. Disclosures of Pecuniary Interest and the General Nature Thereof

No disclosures of pecuniary interest were declared.

5. Presentations/Delegations

5.1. Library Lane and Keating Alley redesign concepts

Emily Xuereb, Deputy Chief Building Official, provided an overview of the design concepts. These projects are approximately two years from completion.

There was discussion regarding the concepts.

It was suggested that cement be poured under the garbage cans on Library Lane.

There was discussion regarding the steepness of Keating Alley and the potential of adding leveled areas to give individuals an opportunity to slow down/stop and not have to go up/down the lane at once. It was suggested that the pathway bricks can cause a tripping hazard.

The Town will conduct public consultation on both designs. Individuals can submit their feedback to the Town through the public consultation process or by submitting comments to Amelia.

6. General Business & Reports

6.1. Access Forward, Design of Public Space Standard Training Video Summary Cindy Allen provided a summary of the Access Forward Design of Public Space Standard training video.

Member Allen left the meeting at 2:40 p.m.

Staff to recirculate Access Forward training materials.

6.2. Outdoor Facilities Review

Staff to circulate outdoor facilities review document to the Committee.

7. Next Meeting

Tuesday, September 14, 2021 at 2:00 p.m.

8. Adjournment

Proposed Resolution #2

Moved by: Pete Luciani

Seconded by: Erin Getty

THAT the June 8, 2021, Accessibility Advisory Committee meeting be adjourned at 2:56 p.m.

Carried.

THE CORPORATION OF THE TOWN OF TILLSONBURG

BY-LAW 2021-____

A BY-LAW to authorize an agreement of purchase and sale with Tillsonburg Developments Inc., In Trust for 2407774 Ontario Limited.

WHEREAS the Town of Tillsonburg is desirous of entering into an agreement of purchase and sale for lands described as Parts 1, 2, 3 and 4, Plan 41R-8799.

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 Parts 1, 2, 3 and 4, Plan 41R-8799, 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 force and take effect on the date it is passed.

READ A FIRST AND SECOND TIME THIS 12th day of JULY, 2021.

READ A THIRD AND FINAL TIME AND PASSED THIS 12th day of JULY, 2021.

MAYOR – Stephen Molnar

CLERK – Michelle Smibert

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

BETWEEN:

THE CORPORATION OF THE TOWN OF TILLSONBURG

(the "Vendor")

-and-

**Tillsonburg Developments Inc.,
In Trust for 2407774 Ontario Limited**

(the "Purchaser")

WHEREAS the Vendor is the owner, in fee simple, the lands and premises described as Part Lot 1594, Plan 500, Parts 1 – 4, Plan 41R8799. T/W B7982 Except 35670 Together with an easement as in 335414 Together with an easement as in 335413 Town of Tillsonburg, County of Oxford, herein after referred to as "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 of **Twenty-Four-Thousand (\$ 24,000.00) CDN Dollars**. The estimated area of the Property is **4.76+/- Acres**.
3. **The Purchase Price shall be paid as follows:**
 - (a) The Purchaser hereby agrees to pay a deposit of **Five Thousand Dollars (\$5,000.00) CDN.**, payable by certified cheque to the Vendor's Solicitor, upon Acceptance of this Agreement. Said deposit shall be held interest free and shall be credited to the purchase price upon the completion of this transaction, failing which this deposit shall be returned to the Purchaser without interest or deduction and;
 - (b) the balance of the Purchase Price, by Certified Cheque or Bank Draft, subject to the usual adjustments, to the Vendor's solicitor upon the Completion of this transaction.

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 **30th, day of June, 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 interest or 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.

Buyer's Initials  _____

Seller's Initials _____

- (c) The parties acknowledge and agree that negotiation of the terms and conditions of this APS by The Chief Administrative Officer of the Town of Tillsonburg, or his or her designate, shall be negotiated in good faith. However, the said negotiation/s 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.
- (b) This agreement is subject to an application for Official Plan / Zoning changes being approved, for the lands to the West of the subject lands herein referred to, said change/s are to permit the Transferer herein to obtain approval to subdivide part of the adjacent lands, know as "The Bridges" Golf Club, for a residential development. Failing which this agreement shall become null and void and the purchaser's deposit shall be returned in full without interest or penalty. This clause is included for the sole benefit of the purchaser and may be waived by them at anytime within the allowed time period.

6. Deed/Transfer

- (a) The Vendor agrees that on the day of completions and transfer of title of the subject property that they will deed or transfer the Property to 2407774 Ontario Limited, subject to the terms of this Agreement.

7. Completion Date

- (a) The closing of this transaction shall take place **within 30 days from the date of approval of the applications for Official Plan / Zoning Change/s**, 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 June 20th, 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 June 24th, 2021** regarding the condition of the Property including, but not limited to, all existing physical conditions of this Property, environmental conditions, **including the Purchaser's requested restrictions against construction of any buildings or structures of any kind whatsoever anywhere within the boundaries of the land that are the subject of This agreement of purchase and sale. A proposed wording for this restrictive covenant shall be attached hereto as Schedule 'C'**. 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 indemnification 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 in full to the Purchaser without interest or deduction. In the event that the Purchaser finds, within the time period set out above, an unacceptable condition exists on the subject property and so notifies the Vendor herein in writing that the condition of the Property is not satisfactory, then the Purchaser shall, be released from this agreement of Purchase and Sale and shall be entitled to a

Buyer's Initials_



Seller's Initials_____

prompt and full return of the monies paid as deposit without interest or deduction or penalty.

The Vendor acknowledges and accepts that the purchaser has no intention of causing any testing of the subject lands that would disturb the soils and or the eco-systems existing within the boundaries of the subject lands prior to the completion of this transaction as it is their intent in their acquisition of the subject lands to apportion of the subject lands so as to attach the relative portions of the subject lands to the proposed adjacent lots currently outlined on the proposed residential development planned for "The Bridges Golf Course" and the Purchaser intends to enter into an agreement with the Appropriate Governing Bodies, (I.e. Town of Tillsonburg, County of Oxford, Long Point Conservation Authority etc.) as part of that Development Agreement for the Proposed Development Lands to protect the lands that are the subject of this APS by means of a schedule of restrictive covenants to be attached to the Transfer of Title documents that purchasers of the Proposed Developed lands, as referred to above, will receive on closing of their transactions so as to prevent the disturbance or removal of trees and/or underbrush, nor the development of any structures, including yard sheds, fences, pools, nor the extension/s of residential dwellings so as to extend those dwellings onto the lands that are the subject of this APS. Based on the forgoing Acknowledgment the Town of Tillsonburg hereby accepts that there shall be no reason for any unnecessary delays in the return of the Purchaser's deposit monies should this Agreement be terminated within the allowed time period. 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, or restrictions set out in Schedules; "A", "B", "C", "D"

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 is further agreed that based on the afore mentioned statement of intent with regards to the purchaser's intended use and subdivision of the subject lands that there shall be no reason or need for any authority to require the purchaser to conduct any soil bearing capacity tests or environmental inspections either as part of this transaction nor as part of any future development of the adjacent lands currently part of "The Bridges Golf Course". The Vendor shall grant the Purchaser access for 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, on the adjacent lands the Purchaser shall provide to the Town of Tillsonburg a plan showing the location of the building(s), the front elevation of the building(s), the exterior building materials, the restrictive Covenants Schedule to be attached to the adjacent lands upon approval of their development which shall include the prohibition of outside storage areas. 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 provided that such development of the

Buyer's Initials  _____

Seller's Initials _____

subject lands are in strict accordance with the aforementioned statement with regards to the purchaser's intent of use for the subject lands.

Proposed Resale

- a) **The Purchaser covenants that it is purchasing the Property for the purpose of consolidating the subject lands referred to herein with the adjoining property and sequentially sub-dividing the subject lands in accordance with the statement of intent as set out elsewhere in this agreement, and as such does intend to re-sell the subject lands as apportioned to the proposed adjacent residential lots together with the proposed restrictive covenants previously outlined elsewhere in this agreement. If, after the transfer of the property, the purchaser does not proceed with their development plans for the adjacent property (The Bridges Golf Course) and these lands, the purchaser, will, at the option of the Town of Tillsonburg, by notice in writing to the Owner, re-convey good title of the property to the Town of Tillsonburg, free and clear of all encumbrances, inconsideration for payment by the Town of Tillsonburg to the purchaser of 100% of the purchase price paid by the purchaser to the Town of Tillsonburg for the conveyance of the property in the first instance. The re-conveyance shall be completed within (60) days of the notice set out in this clause. The Town of Tillsonburg shall not be required to pay for any improvements, if any, that may have been made, constructed, installed or performed by the Owner of the Property.**

- (b) Further, the purchaser (Owner) covenants that it will not sell the Property or any part thereof Prior to development to any person, firm or corporation without first offering, in writing, to sell the Property to the Town of Tillsonburg for consideration equal to or less than the consideration paid by the Owner to the Town of Tillsonburg in the original conveyance of the Property, provided however that the Owner may sell or transfer the Property to a subsidiary or affiliate corporation as defined in the Business Corporations Act, R.S.O. 1990, c.B. 16 property as amended, provided such subsidiary assumes and confirms its acceptance of the within covenants and restrictions and expressly undertakes in writing to comply with them in such form as the Town of Tillsonburg may require. The Town of Tillsonburg shall have (60) days from the receipt of an offer made by the Owner under this subclause, to accept such an offer which acceptance shall be in writing. If the Town of Tillsonburg does not accept an offer to sell made by the Owner under the provisions of this subclause, the Town of Tillsonburg's right to repurchase the Property so offered shall terminate. However, the remaining provisions of this clause 1 as well as other provisions herein shall continue in full force and effect. The limitation contained in this subclause, will expire upon the Owner proceeding with their development of the adjacent property.

SECTION IV - PRIOR TO COMPLETION DATE

15. 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.

16. 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.

SECTION V - COMPLETING THE TRANSACTION

17. 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.

Buyer's Initials  _____

Seller's Initials _____

18. 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.

19. 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.

20. 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.

21. 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 "D".
- (b) The Purchaser is allowed **until June 24th, 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.

22. 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.

23. 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.

24. Deliveries by the Vendor To The Purchaser on ClosingBuyer's Initials_ 

Seller's Initials_____

- (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.

25. Harmonized Sales Tax

- (i) 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: **[Note: The Purchaser herein is an HST registrant and as such would prefer to make the HST payment as part of their monthly remittance to CRA.]**
- (ii) 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, 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.

SECTION VI - MISCELLANEOUS

26. Entire Agreement

- (a) There is no representation, warranty, collateral agreement or condition affecting this Agreement or the Property other than expressed herein.

27. Tender

Buyer's Initials  _____

Seller's Initials _____

- (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.

28. Time of Essence

- (a) Time shall be of the essence in this Agreement.

29. 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.

30. Notices

- (a) All notices in this Agreement shall be in writing and shall be deemed to have been given if delivered by hand or mailed by ordinary mail, postage prepaid, addressed to the solicitor for the person to whom such notice is intended to be given at the following addressed:

Solicitors for the Vendor:

Duncan, Linton LLP
 ATTENTION: 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:

[To Be provided but as an FYI we are purchasing this land and transfer will be to the Numbered company, 2407774 Ontario Limited that currently owns the adjacent Bridges Golf Course, we have already been appointed as agents for the owners for these purposes as per our preliminary application for Development.]

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.

31. Successors and Assigns

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 adjoining lands. 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.

32. 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" Restrictive Covenants

Buyer's Initials  _____

Seller's Initials _____

33. 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.

34. 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.

35. Severability

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

IN WITNESS WHEREOF the Purchaser has executed this Agreement:

Dated at Tillsonburg, ON., Ontario this 18th day of June, 2021.

Per:



Name: Dominic A. Bradley

Title: General Manager

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 _____, 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



Buyer's Initials _____

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 Lot 1594, Plan 500, Parts 1 – 4, Plan 41R8799. T/W B7982 Except 35670 Together with an easement as in 335414 Together with an easement as in 335413 Town of Tillsonburg, County of Oxford,

Buyer's Initials_  _____

Seller's Initials_____

SCHEDULE "B" – PURCHASER CONDITIONS

1. The transaction of purchase and sale contemplated herein shall be subject to the fulfillment of the following terms and conditions on or before **June 24th, 2021** 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) This Agreement of Purchase and Sale is conditional until **June 16th, 2021** upon the Vendor agreeing and acknowledging that the Purchaser is purchasing the subject lands as an agent for 2407774 Ontario Limited to cojoin with the abutting lands of "The Bridges Golf Club" and having the intention of sub-dividing the subject lands, together with the abutting lands (thereby making the proposed lots deeper than otherwise possible) in accordance with the application for a plan of subdivision currently having been put forward to the Municipality for consideration as a proposed plan of residential sub-division, failing which this agreement of Purchase and Sale shall become null and void and the Purchaser's deposit shall be returned in full without interest nor deduction. This condition is included for the sole benefit of the Purchaser and may be waived by them at any time within the allowed time period.

Buyer's Initials_  _____

Seller's Initials_____

SCHEDULE "C"
PROTECTIVE RESTRICTIONS ON RESIDENTIAL LANDS

DEFINITIONS meanings:	<p>1. In these restrictions the following words and expressions shall have the following meanings:</p> <p>a) "Vendor" means the vendor, seller, grantor, transferor or lessor named in the annexed document, and includes the successors and assigns of the Vendor.</p> <p>b) "Purchaser" herein means the purchaser, buyer, grantee, transferee or lessee named in the annexed document, and includes the heirs, executors, administrators, successors and assigns of the Purchaser.</p> <p>c) "Building" shall mean a single-family residential dwelling.</p> <p>d) "Lot" shall mean the land on which a building has been or will be constructed as conveyed to the individual purchasers.</p>
BUILDING RESTRICTIONS	<p>2. All building, site, plot, house design, grading and drainage plans for the lands or any part thereof shall be approved by the Vendor in writing prior to commencement of excavation and prior to building permit application.</p>
DRAINAGE SWALES, GRADING & ACCESS	<p>3. Drainage swales will be constructed and maintained as designed by the Vendor's engineers to provide surface water run-off in accordance with the said drainage plan and each Lot shall be graded so that the surface of same slopes from the house to the lot lines. There shall be designated on the plans referred to in paragraph 2 the grade levels and the direction of drainage for each Lot to provide for surface water run-off in accordance with the said drainage plan. The Purchaser hereby agrees to provide to the Vendor or its agents the necessary free access required for the purpose of constructing, installing, inspecting, maintaining, repairing and renewing the said drainage swales, grade levels and all problems created by drainage.</p>
MUNICIPAL AGREEMENT	<p>4. The Purchaser hereby agrees to comply with the terms of any municipal agreements including, without limitation, subdivision agreements (as are applicable to Purchaser).</p>
VENDOR'S APPROVAL OF ALTERATIONS	<p>5. The Purchaser shall not commence any additions or alterations, including without limitation save and except landscaping, without obtaining the Vendor's prior approval in writing to the plans, including drainage plan, plot plan, location and exterior colour scheme of any such additions or alterations, and that such additions and alterations are to be made in strict conformity with such plans, location and exterior colour scheme.</p>
USE OF BUILDING	<p>6. The Building to be erected on the said lands shall be used and occupied for no other purpose than as a private residence and shall not be used for the purpose of profession, trade, employment or business of any description, nor as a school, hospital or other charitable institution, nor as a hotel, apartment house, duplex, rooming house or place of public resort, nor for any sport or game other than such games as are customarily played in connection with the occupation of a private residence as herein provided, nor shall anything be done on the land or in any Building thereon which may be an annoyance or nuisance to the occupiers of neighbouring lands.</p>
OUTSIDE PARKING	<p>7. No vehicle or vehicles and no boats of any kind shall be parked or stored on the said land other than automobiles used in connection with private residences.</p>
ANIMALS	<p>8. No animals, fish or fowl of any kind may be kept or maintained on the said land, other than household pets normally permitted in private homes in urban residential areas. No more than two cats or two dogs shall be kept on the said lands, provided they do not constitute an annoyance or nuisance to the occupants of neighbouring lands as may be determined by the Vendor, and that there shall be no commercial breeding of such animals, fish or fowl.</p>
ERECTION OF OTHER STRUCTURES	<p>9. No structures, decks, storage sheds, fences (except for a fence as may be required by the Municipality to be located on the boundary of the Lot and built at the cost of the Vendor), antennae or T.V. satellite dishes, other than the building to be erected thereon as provided herein, shall be erected on the lands unless the location, design and material have been approved in writing by the Vendor and the chief building inspector for the Town of Tillsonburg.</p>
SIGNS & WASTE	<p>10. No signs (other than standard realtor's signs), billboards, notices or advertising matter of any kind shall be placed upon the lands, except with the prior consent of the Vendor, and provided that the same are not in violation of the municipal sign by-law or any other applicable authority. No building, waste, debris or garbage or other material of any kind shall be dumped or stored on the lands.</p>
TREES	<p>11. No living trees or landscaping required by the municipal agreement shall be cut down or removed without the consent in writing of the Vendor and / or the Municipality of Tillsonburg, except those standing within an area to be excavated for erection of the buildings.</p>

Buyer's Initials_ 

Seller's Initials_____

RESTRICTION
OF ENTRY ONTO
PROTECTED LANDS

12. Purchasers of Homes backing onto the ravines throughout the development are advised that all living things in, on, or about these ravines are protected including but not limited to fallen leaves, trees, falling tree limbs, underbrush, ground coverings, or seeds, birds, and all other manner of living animals, insects, birds etc., on them is governed by the Long Point Conservation Authority. Walking, climbing, or otherwise entering into or onto the ravines is strictly prohibited due to the need to protect the sensitive eco-systems and to ensure the long-term stability of the banks. Residents are reminded that the dumping of anything whatsoever into the ravines is strictly prohibited and punishable under the law.

VARIATION OF
RESTRICTIONS

12. The Vendor may agree to vary, alter, amend, or remove any of the foregoing conditions in respect of these or any other lands on the said Plan of Subdivision without notice to or consent of the Purchaser or the owner of any other land to which the foregoing conditions may apply so long as such variation, alteration, amendment or removal is not, in the opinion of the Vendor, a substantial deviation from the general nature of the foregoing conditions.

REZONING

13. The Purchaser hereby acknowledges receipt of notice from the Vendor that the Vendor may apply for rezoning, official plan amendment or land divisions respecting other lands included in the Plan of Subdivision or adjacent to the Plan of Subdivision. The Purchaser agrees to consent to any and all such applications and agrees that this paragraph may be pleaded as a bar to any objection by the Purchaser to such applications. The Purchaser covenants to include the provisions of this paragraph in any conveyance, mortgage or disposition of all or any of the Lot.

DURATION

14. These restrictions shall run with the lands and be in force for a period of ninety-nine (99) years from the registration of the Plan of Subdivision.

COVENANTS TO RUN
WITH THE LANDS

15. To the extent that the burden of this covenant may run with the lands in respect of which they respectively covenant (until the expiry of ninety nine (99) years following registration of the Plan of Subdivision) the Vendor as to the building lots forming part of the blocks on the registered plan remaining vested in it and the Purchaser as to the lands described in the within conveyance DO HEREBY MUTUALLY COVENANT AND AGREE each with the other and the Purchaser also HEREBY COVENANTS AND AGREES with the owner or owners for the time being of any lands to which is attached the benefit of stipulations, restrictions, and provisions of these restrictions and with their respective heirs, executors, administrators, successors and assigns to observe and comply with the stipulations, restrictions and provisions set forth in these restrictions and that nothing shall ever be erected, placed or done upon the lands as to which they respectively covenant, in breach or violation or contrary to the fair intent and meaning of the said stipulations, restrictions and provisions and to exact covenants the same as those contained herein from the Purchaser in any conveyance which the Vendor and the Purchaser may make of the said building lots or the lands respectively or any part thereof. These covenants shall not be held binding upon the Vendor or the Purchaser, or any other person, except in respect of breaches committed or conducted during their, his or her joint sole seisin of title to the lands upon or in respect of which such breaches shall have been committed.

SUCCESSORS

16. The Purchaser for itself, its heirs, administrators, executors, successors and assigns covenants and agrees that in the event that it shall transfer or dispose of the whole or any part of the Lot, it shall exact from any purchaser or assignee a covenant to comply with all the covenants herein contained including this requirement to exact this same covenant from any subsequent purchaser or assignee.

SEVERABILITY

22. If for any reason whatsoever any term, covenant or condition of this Agreement, or the application thereof to any party or circumstance, is to any extent held or rendered invalid, unenforceable or illegal, then such term, covenant or condition:

- a) is deemed to be independent of the remainder of the Agreement and to be severable and divisible therefrom and its invalidity, unenforceability or illegality does not affect, impair or invalidate the remainder of the Agreement or any part thereof; and continues to be applicable and enforceable to the fullest extent permitted by law against any part and circumstances other than those as to which it has been held or rendered invalid, unenforceable or illegal. The covenants in respect to the foregoing protective restrictions shall extend to and be binding upon, and may be taken by, the respective heirs, executors, administrators, successors and assigns of the parties hereto.

PROVIDED that in construing these presents the words "Vendor and "Purchaser" and the pronouns "he", "his", or "him" relating thereto and used therewith shall be read and construed as "Vendor" or "Vendors", "Purchaser" or "Purchasers", and "he", "she", "it", or "they", "his", "her", or "their", or "him", "her", "it", or "them", respectively, as the number and gender of the party or parties referred to in each case require, and the number of the verb agreeing therewith shall be construed as agreeing with the said word or pronoun so substituted.

Dated at: Tillsonburg, ON. This 18th, day of June, 2021

PURCHASER: 
(I have the authority to bind the Corporation)

VENDOR: _____
(I have the authority to bind the Corporation)

Buyer's Initials  _____

Seller's Initials _____

THE CORPORATION OF THE TOWN OF TILLSONBURG

BY-LAW 2021-___

A BY-LAW to amend By-Law 2013 being a by-law to designate a certain area as an improvement area and to establish a Board of Management therefor.

WHEREAS the Tillsonburg Business Improvement Area Board of Management requested that the Town of Tillsonburg set a maximum charge for certain properties;

AND WHEREAS Section 208 of the Municipal Act, 2001, c. 25 allows the municipality to establish a minimum or maximum charge or both, expressed for one or more separately assessed properties or categories of separately assessed properties in a prescribed class;

AND WHEREAS notice of the intention of Council to pass this by-law has been served by mail as required under section 210 of the Municipal Act, 2001, c. 25.

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

1. Section 12 to be amended to add:

12.1 Despite section 12 and as provided by subsection 208(3) of the Municipal Act, the aggregate amount payable by Parcel 1, as described in Schedule "B", shall not exceed the maximum special charge of forty-three percent (43%) of the Board's budget in any taxation year and the aggregate amount payable by Parcel 2, as described in Schedule "B", shall not exceed the maximum special charge of seven percent (7%) of the Board's budget in any taxation year.

12.2 Despite section 12 and as provided by subsection 208(3) of the Municipal Act, the aggregate amount payable by Parcel 1, as described in Schedule "B", shall not fall below the minimum special charge of forty-three percent (43%) of the Board's budget in any taxation year and the aggregate amount payable by Parcel 2, as described in Schedule "B", shall not fall below the minimum special charge of seven percent (7%) of the Board's budget in any taxation year.

12.3 "Parcels" shall mean those lands identified on the assessment roll returned in 2020 for taxation in 2021 as roll numbers 3204 030 030 08000 0000, and 3204 030 030 08301 0000 for 164, 170, 200, and 248 Broadway] as being separately assessed for taxation purposes and which are more particularly outlined and

By-Law 2021-____

identified on the attached Schedule “B”. If the foregoing assessment roll numbers are changed, consolidated or subdivided, Parcels shall mean those lands outlined and identified on Schedule “B”.

12.4 If necessary for a fiscal year to raise the amount referred to in section 12 because the maximum charge applies to the Parcels, the municipality shall for the year adjust any charges applicable to the remaining individual properties in The Tillsonburg Downtown Improvement Area by adjusting the percentage of assessment established under section 12 for those properties in proportion to the assessed value of the real property, as provided for in paragraph 208(4)(b) of the Municipal Act.

2. That these amendments to By-Law 2013 are hereby declared to be part of that By-Law as if written therein.
3. That this by-law shall come into force and take effect on the date it is passed.

READ A FIRST AND SECOND TIME THIS 12th day of JULY, 2021.

READ A THIRD AND FINAL TIME AND PASSED THIS 12th day of JULY, 2021.

MAYOR – Stephen Molnar

CLERK – Michelle Smibert

THE CORPORATION OF THE TOWN OF TILLSONBURG

BY-LAW 2021-____

A BY-LAW to amend By-Law 2021-062 being a by-law to provide for the adoption of budgetary estimates, tax rates and to further provide for penalty and interest in default of payment thereof for 2021.

WHEREAS it is deemed necessary and expedient to amend By-Law 2021-062.

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

1. That Schedule A to By-Law 2021-062 be deleted and replaced with the attached Schedule A.
2. That these amendments to By-Law 2021-062 are hereby declared to be part of that By-Law as if written therein.
3. That this by-law shall come into force and take effect on the date it is passed.

READ A FIRST AND SECOND TIME THIS 12th day of JULY, 2021.

READ A THIRD AND FINAL TIME AND PASSED THIS 12th day of JULY, 2021.

MAYOR – Stephen Molnar

CLERK – Michelle Smibert

Schedule "A"

		<u>2021 TAX</u>						
		<u>RATES</u>						TOTAL
							BASE	
RTC/RTQ		GENERAL	COUNTY	EDUCATION	RATES	PARKING	B.I.A.	TOTAL
RT	RESIDENTIAL	0.00788678	0.00367037	0.00153000	0.01345812	0.00104168		0.01449980
R1	FARMLAND DEV PH 1	0.00354905	0.00000000	0.00068850	0.00423755			0.00423755
MT	MULTI-RESIDENTIAL	0.01577356	0.00734074	0.00153000	0.02538624	0.00208337		0.02746961
NT	NEW MULTI-RESIDENTIAL	0.00788678	0.00367037	0.00153000	0.01308715			0.01308715
M1	MULTI-RESIDENTIAL AWAITING DEV	0.00354905	0.00165167	0.00068850	0.00588922			0.00588922
CT	COMMERCIAL	0.01499908	0.00698031	0.00880000	0.03148490	0.00198107	0.00196083	0.03542680
XT	COMMERCIAL NEW CONSTRUCTION	0.01499908	0.00698031	0.00880000	0.03148490	0.00198107	0.00196083	0.03542680
CU	EXCESS LAND	0.01049935	0.00488622	0.00880000	0.02467943	0.00138675	0.00137258	0.02743876
CX	VACANT LAND	0.01049935	0.00488622	0.00880000	0.02467943	0.00138675	0.00137258	0.02743876
XU	COM'L NEW CONST. - EXCESS LAND	0.01049935	0.00488622	0.00880000	0.02467943			0.02467943
IT	INDUSTRIAL	0.02074223	0.00965307	0.00880000	0.04017095			0.04017095
JT	INDUSTRIAL NEW CONSTRUCTION	0.02074223	0.00965307	0.00880000	0.04017095			0.04017095
IU	EXCESS LAND	0.01348245	0.00627450	0.00880000	0.02919112			0.02919112
IX	VACANT LAND	0.01348245	0.00627450	0.00880000	0.02919112			0.02919112
LT	LARGE INDUSTRIAL	0.02074223	0.00965307	0.00880000	0.04017095			0.04017095
LU	EXCESS LAND	0.01348245	0.00627450	0.00880000	0.02919112			0.02919112
PT	PIPELINES	0.00993182	0.00462210	0.00880000	0.02382108			0.02382108
FT	FARMLAND	0.00171695	0.00079904	0.00038250	0.00297925			0.00297925
GT	PARKING LOT	0.01499908	0.00698031	0.00880000	0.03148490		0.00196083	0.03344573

THE CORPORATION OF THE TOWN OF TILLSONBURG

BY-LAW 2021-___

A BY-LAW to amend By-Law 3798 being a by-law to prohibit or regulate signs and other advertising devices and the posting of notices within the Town of Tillsonburg.

WHEREAS it is deemed necessary and expedient to amend By-Law 3798 to allow businesses to advertise more aggressively during the re-opening and recovery phase of the COVID-19 pandemic.

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

1. That section 8.6 Mobile Signs (f) be amended to delete the following:
“and between May 15, 2020 and May 15, 2021 which are permitted 365 days within the 12 month period.”
2. That section 8.6 Mobile Signs (f) be amended to add the following:
“and between July 13, 2021 and May 31, 2022 which are permitted 365 days within the 12 month period.”
3. That the definition of Temporary Banner Sign under section 2.1 Definitions be amended to delete the following:
“May 15, 2020 and December 31, 2020.”
4. That the definition of Temporary Banner Sign under section 2.1 Definitions be amended to add the following:
“July 13, 2021 and May 31, 2022.”
5. THAT these amendments to By-Law 3798 are hereby declared to be part of that By-Law as if written therein.

By-Law 2021-____

6. That this by-law shall come into force and take effect on the date it is passed.

READ A FIRST AND SECOND TIME THIS 12th day of JULY, 2021.

READ A THIRD AND FINAL TIME AND PASSED THIS 12th day of JULY, 2021.

MAYOR – Stephen Molnar

CLERK – Michelle Smibert

THE CORPORATION OF THE TOWN OF TILLSONBURG

BY-LAW 2021-____

A BY-LAW to amend Schedule A of By-Law 2020-004, being a Schedule of Fees for certain Municipal applications, services and permits in the Town of Tillsonburg.

WHEREAS it is deemed necessary and expedient to amend Schedule A of By-Law 2021-004.

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

1. That Schedule A of By-Law 2021-004 be amended to delete the following:
Permit fees - signs - mobile \$30.00
2. That these amendments to Schedule A of By-Law 2021-004 are hereby declared to be part of that By-Law as if written therein.
3. That this by-law shall come into force and take effect on the date it is passed.

READ A FIRST AND SECOND TIME THIS 12th day of JULY, 2021.

READ A THIRD AND FINAL TIME AND PASSED THIS 12th day of JULY, 2021.

MAYOR – Stephen Molnar

CLERK – Michelle Smibert

**THE CORPORATION OF THE TOWN OF TILLSONBURG
BY-LAW 2021-071**

A BY-LAW to confirm the proceedings of Council at its meeting held on July 12, 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 July 12, 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. That this By-Law shall come into force and take effect on the date it is passed.

READ A FIRST AND SECOND TIME THIS 12th DAY OF JULY, 2021.

READ A THIRD AND FINAL TIME AND PASSED THIS 12th DAY OF JULY, 2021.

MAYOR – Stephen Molnar

CLERK – Michelle Smibert