

# The Corporation of the Town of Tillsonburg

## Council Meeting

### AGENDA



Monday, October 25, 2021

6:00 PM

Electronic Meeting

1. **Call to Order**
2. **Closed Session**
3. **Adoption of Agenda**

Proposed Resolution #1

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

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

THAT the Agenda as prepared for the Council meeting of October 25, 2021, with item 8.1 Application for Zone Change ZN 7-21-13 being dealt with following item 7.1, and with item 14.1.1 staff report CAO 21-13 being dealt with following item 7.2, and with item 14.7.1 Staff Report RCP 21-26 being dealt with following item 10.1, 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 #2

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

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

THAT the minutes of the Council meeting held on October 12, 2021, be approved.

7. **Presentations**

**7.1. Royal Canadian Legion Branch 153 - 2021 Poppy Campaign**

Presented by: Don Burton

Proposed Resolution #3

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

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

THAT Council receive the presentation by Don Burton regarding the 2021 Poppy Campaign, as information.

**7.2. Fabrik Architects Re: Town Hall Space Needs Study**

Haley Gamble, Fabrik Architects

Proposed Resolution #4

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

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

THAT the presentation from Fabrik Architects regarding Town Hall Space Needs Study be received as information;

AND THAT this information be referred to item 14.1.1 staff report CAO 21-13, for consideration.

**8. Public Meetings**

**8.1. Application for Zone Change ZN 7-21-13 (Town of Tillsonburg Non-Profit Housing Corporation)**

Proposed Resolution #5

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

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

THAT Council approve the zone change application submitted by Town of Tillsonburg Non-Profit Housing Corporation, whereby the lands described as Lots 688, 690, Part Lots 687, 689, & 715, Plan 500, known municipally as 31 Victoria Street are to be rezoned from 'Minor Institutional Zone (IN1)' to 'Special Low Density Residential Type 3 Zone (R3-sp)' to facilitate the development of an affordable housing project consisting of 18 dwelling units.

**9. Planning Reports**

**10. Delegations**

**10.1. Station Arts Centre Re: Memorandum of Understanding with Town**

Gale Connor, President, Station Arts Centre

Proposed Resolution #6

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

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



THAT Council receive the delegation from Gale Connor, President of the Station Arts Centre regarding the Memorandum of Understanding with the Town, as information;

AND THAT this information be referred to item 14.7.1 staff report RCP 21-26, for consideration.

**10.2. Tillsonburg BIA Re: Request to extend patio program**

Mark Renaud, Executive Director, Tillsonburg BIA

Proposed Resolution #7

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

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

THAT Council receive the delegation from Mark Renaud, Executive Director of the Tillsonburg BIA regarding a request to extend patio program, as information

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

**11.1. RCP 21-21 Museum Advisory Committee Recommendation**

Joan Weston, Chair, Museum Advisory Committee

Proposed Resolution #8

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

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

THAT Council receives the Museum Advisory Committee's recommendation requesting the removal of municipal records stored at the museum no later than December 31, 2021, as information.

**12. COVID-19**

**13. Information Items**

**13.1. Economic Developers Council of Ontario Re: Top Ten Award Recipient Cephas Panschow, Development Commissioner**

**13.2. Ministry of Finance Re: Ontario Municipal Partnership Fund (OMPF)**

Proposed Resolution #9

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

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

THAT Council receives the correspondence from the Economic Developers Council of Ontario dated October 12, 2021, and the correspondence from the Ministry of Finance dated October 21, 2021, as information.

## 14. Staff Reports

### 14.1. Chief Administrative Officer

#### 14.1.1. CAO 21-13 Updated Town Hall Space Needs Study

Proposed Resolution #10

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

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

THAT Council receives report CAO 21-13 Updated Town Hall Space Needs Study;

AND THAT the updated Tillsonburg Town Hall Space Needs Review as prepared by Fabrik Architects be used as a guiding document for the next phase of the process; namely, the preparation of a Site Feasibility Analysis and Space Design options in conjunction with the Town Hall Steering Committee.

### 14.2. Corporate Services

#### 14.2.1. CS 21-29 COVID-19 Workplace Vaccination Policy

Proposed Resolution #11

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

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

THAT the attached COVID-19 Workplace Vaccination Policy be adopted.

#### 14.2.2. CS 21-30 2022 Council Meeting Calendar

Proposed Resolution #12

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

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

THAT the following regular Council meetings be re-scheduled for 2022:

1. Monday, January 24, 2022 be re-scheduled to Thursday, January 27, 2022 due to the ROMA Conference (January 23 to 25, 2022).
2. Monday, February 23, 2022 be re-scheduled to Thursday, March 3, 2022 due to the OGRA Conference (February 22 to March 2, 2022).
3. Monday, May 23, 2022 be re-scheduled to Tuesday, May 24, 2022 due to Victoria Day.
4. Monday, June 13, 2022 be re-scheduled to Thursday, June 16, 2022 due to the AMCTO Conference (June 12 to 15, 2022).

5. Monday, October 10, 2022 be re-scheduled to Tuesday, October 11, 2022 due to Thanksgiving Monday.

AND THAT the following regular Council meetings be cancelled for 2022:

1. Monday, July 25, 2022
2. Monday, August 22, 2022
3. Monday, December 26, 2022

AND THAT Council Planning meetings for the purpose of holding public meetings for planning applications, be held on the third Monday of each month starting at 4:30 p.m. except in the months of July, August and December.

AND THAT the following Council Planning meetings be re-scheduled for 2022:

1. Monday, January 17, 2022 be re-scheduled to Tuesday, January 18, 2022 due to an already scheduled Council Budget meeting.
2. Monday, February 21, 2022 be re-scheduled to Tuesday, February 22, 2022 due to Family Day.

#### **14.2.3. CS 21-31 Local Government Week October 18 to 22, 2021**

Proposed Resolution #13

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

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

THAT Council receives report CS 21-31 Local Government Week October 18 to 22, 2021, as information.

### **14.3. Economic Development**

#### **14.3.1. EDM 21-29 Offer to Purchase - Lot 3B, Van Norman Innovation Park**

Proposed Resolution #14

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

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

THAT Council receives report EDM 21-29 Offer to Purchase – Lot 3B, Van Norman Innovation Park;

AND THAT a By-Law be brought forward to authorize the Mayor and Clerk to enter into an agreement of purchase and sale with 1677123 Ontario Inc for the property described part of Lot 3 in the Van Norman Innovation Park and to be described by a new reference plan.

**14.4. Finance****14.5. Fire and Emergency Services****14.6. Operations and Development****14.6.1. OPD 21-44 Animal Licencing Service Review**Proposed Resolution #15

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

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

THAT report OPD 21-44 Animal Licencing Service Review, be received as information;

AND THAT the Town's animal licencing program is amended to remove cat licencing starting in 2022 (Option 3);

AND THAT the current Animal Control By-Law and Rates and Fees By-Law be amended to remove the requirement to licence cats starting in 2022 (Option 3);

AND THAT Staff be directed to bring a report to Council in 2023 regarding the status of options and cancellation of the dog licencing program for 2024 (Option 3).

**14.6.2. OPD 21-47 Building Inspector Appointment**Proposed Resolution #16

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

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

THAT report OPD 21-47 Building Inspector Appointment, be received as information;

AND THAT a By-Law to appoint Justin White as a Building Official for the Town of Tillsonburg be brought forward for Council consideration.

**14.6.3. OPD 21-48 Hangar Land Lease Agreement Taxiway C1-4**Proposed Resolution #17

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

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

THAT report OPD 21-48 Hangar Land Lease Agreement Taxiway C1-4 be received as information;

AND THAT Council authorizes the Mayor and the Clerk to sign the attached agreement to terminate the existing lease agreement for this

hangar;

AND THAT a By-Law to execute a new Land Lease Agreement for Taxiway C1-4 with 1467246 Ontario Inc and to repeal By-Law 3134, 3635 and 3746, be brought forward for Council's consideration.

**14.6.4. OPD 21-49 Hangar Land Lease Agreement Taxiway G2-6**

Proposed Resolution #18

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

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

THAT report OPD 21-49 Hangar Land Lease Agreement Taxiway G2-6 be received as information;

AND THAT Council authorizes the Mayor and the Clerk to sign the attached agreement to terminate the existing lease agreement for this hangar;

AND THAT a By-Law to execute a new Land Lease Agreement for Taxiway G2-6 with 1467246 Ontario Inc and to repeal By-Law 3374, be brought forward for Council's consideration.

**14.6.5. OPD 21-50 Urban County Road Maintenance Agreement Amendment**

Proposed Resolution #19

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

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

THAT report OPD 21-50 Urban County Road Maintenance Agreement Amendment be received as information;

AND THAT the Chief Administrative Officer and Director of Operations and Development be authorized to execute the Urban County Road Maintenance Agreement Amendment dated October 5, 2021 to include County Road 20 (North Street) within Town limits as part of this agreement to be effective January 1, 2022.

**14.7. Recreation, Culture and Parks**

**14.7.1. RCP 21-26 Station Arts - 2022-2024 Memorandum of Understanding**

Proposed Resolution #20

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

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

THAT report RCP 21-26 Station Arts 2022 - 2024 Memorandum of Understanding be received as information; and

THAT Council approve the proposed Memorandum of Understanding (MOU) as outlined within this report; and

THAT an amount of \$52,000.00 be included in the 2022 Recreation, Culture & Parks Operating Budget to provide the necessary funding as outlined in the MOU; and

THAT the Mayor and Clerk be authorized to sign the Agreement on behalf of the Corporation.

#### **14.7.2. RCP 21-27 Award of Community Centre Concession Lease 2021-2024**

##### Proposed Resolution #21

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

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

THAT report RCP 21-27 Award of Community Centre Concession Lease 2021-2024, be received as information; and

THAT Council approve the proposal as submitted by Beres Butchery & Catering Inc. for the term of November 1, 2021 through April 30, 2024, at an annualized rate of \$4,500 plus applicable taxes; and

THAT the Mayor and Clerk be authorized to sign the new Lease Agreement on behalf of the Corporation.

### **15. New Business**

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

#### **16.1. Committee Minutes**

##### Proposed Resolution #22

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

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

THAT Council receives the Boundary Adjustment Advisory Committee minutes dated September 21, 2021, the Tillsonburg 150 Advisory Committee minutes dated October 5 and October 19, 2021, the Town Hall Advisory Committee minutes dated October 8, 2021, the Economic Development Advisory Committee minutes dated October 12, 2021, the Tillsonburg Dog Park Advisory Committee minutes dated October 12, 2021, the Cultural, Heritage and Special Awards Advisory Committee minutes dated October 13, 2021, and the Recreation and Sports Advisory Committee minutes dated October 13, 2021, and the Affordable and Attainable Housing Advisory Committee minutes dated August 25 and September 22, 2021, as information.

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

Proposed Resolution #

Moved By: Penny Esseltine

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

THAT the Culture, Heritage and Special Awards Committee recommends to Council that the tree-lined Broadway street entrance to downtown Tillsonburg from Concession Street in the North to Venison Street in the south, bordered by stately, heritage homes and age-old trees, be listed as a Heritage Conservation District in the town's Municipal Register of Heritage Properties. The mid Broadway stretch of unique century homes and surrounding trees continues to welcome residents and visitors to both our town and our downtown in a grand way.

AND FURTHER that once this motion is approved, staff be directed to communicate this information to owners of homes whose addresses are included in this listing, as well as to residents of the Town of Tillsonburg, as a new initiative to recognize and promote heritage properties in our town. This is a timely initiative to which the Heritage, Culture and Special Awards Committee has committed, as we approach the 150th Anniversary of the incorporation of the town.

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

19.1. A By-Law to amend By-Law 3295 (ZN 7-21-13)

19.2. A By-Law to authorize an agreement of purchase and sale with 1677123 Ontario Inc

19.3. A By-Law to appoint a Building Inspector for the Town of Tillsonburg

19.4. A By-Law to execute a Land Lease Agreement with 1467246 Ontario Inc. and to repeal By-Laws 3134, 3635 and 3746

19.5. A By-Law to execute a Land Lease Agreement with 1467246 Ontario Inc. and to repeal By-Law 3374

Proposed Resolution #23

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

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

THAT By-Law By-Law to amend By-Law 3295 (ZN 7-21-13); and

A By-Law to authorize an agreement of purchase and sale with 1677123 Ontario Inc; and

A By-Law to appoint a Building Inspector for the Town of Tillsonburg; and

A By-Law to execute a Land Lease Agreement with 1467246 Ontario Inc. and to repeal By-Laws 3134, 3635 and 3746; and

A By-Law to execute a Land Lease Agreement with 1467246 Ontario Inc. and to repeal By-Law 3374, 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 #24

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

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

THAT By-Law 2021-108, to Confirm the Proceedings of the Council meeting held on October 25, 2021, be read for a first, second, third and final reading and that the Mayor and the Clerk be and are hereby authorized to sign the same, and place the corporate seal thereunto.

**21. Items of Public Interest**

**22. Adjournment**

Proposed Resolution #25

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

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

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



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

## **Council Meeting**

### **MINUTES**



Tuesday, October 12, 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  
Renato Pullia, Interim Director of Finance/Treasurer  
Shane Caskanette, Fire Chief  
Chris Baird, Director of Recreation, Culture and Parks  
Carlos Reyes, Director of Operations and Development  
Cephas Panschow, Development Commissioner  
Amelia Jaggard, Deputy Clerk

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

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

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

**Resolution # 2021-420**

**Moved By:** Councillor Luciani

**Seconded By:** Councillor Esseltine

THAT Council move into Closed Session to consider advice that is subject to solicitor-client privilege, including communications necessary for that purpose and 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) (f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose;**

**2.4.2 239 (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 # 2021-421**

**Moved By:** Councillor Gilvesy

**Seconded By:** Councillor Rosehart

THAT the Agenda as prepared for the Council meeting of October 12, 2021, with item 14.6.2 Staff Report OPD 21-43 being dealt with following item 7.1, be approved.

**Carried**

## **4. Moment of Silence**

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

No disclosures of pecuniary interest were declared.

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

### **Resolution # 2021-422**

**Moved By:** Councillor Rosehart

**Seconded By:** Councillor Gilvesy

THAT the minutes of the Council meeting held on September 27, 2021, be approved.

**Carried**

## **7. Presentations**

### **7.1 Fabrik Architects Re: Tillsonburg Operations Facility Study**

Haley Gamble, Fabrik Architects, appeared before Council to provide an overview of the Tillsonburg Operations Facility Study.

Opportunity was provided for comments and questions from Council.

Ms. Gamble indicated that the concept designs meets the Town's equipment storage needs based on information provided by each department.

#### **Resolution # 2021-423**

**Moved By:** Councillor Luciani

**Seconded By:** Councillor Parker

THAT the presentation from Fabrik Architects regarding Tillsonburg Operations Facility Study be received as information;

AND THAT this information be referred to item 14.6.2 staff report OPD 21-45, for consideration.

**Carried**

Agenda item 14.6.2 was dealt with next.

## **8. Public Meetings**

## **9. Planning Reports**

## **10. Delegations**

### **10.1 Isaak Heide Re: Fire Department Bill**

Isaak Heide appeared before Council to request that Council waive a fire department bill.

Opportunity was provided for comments and questions from Council.

Staff noted that the fees associated to the dispatch of a fire apparatus are approved in the annual rates and fees by-law.

**Resolution # 2021-425**

**Moved By:** Councillor Parker

**Seconded By:** Councillor Esseltine

THAT the delegation of Isaak Heide regarding fire department bill be received as information.

**Carried**

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

**12. COVID-19**

**13. Information Items**

**13.1 Southwestern Public Health Memo Re: Recreational facilities**

**13.2 Southwestern Public Health Re: Open letter to the community**

There was discussion regarding the current practice of having teams enter the community centre as a group.

Staff noted that only the east entrance is open and that visitors can enter at anytime.

**Resolution # 2021-426**

**Moved By:** Deputy Mayor Beres

**Seconded By:** Councillor Parker

THAT Council receives the correspondence from Southwestern Public Health dated October 6, 2021 and the letter from Southwestern Public Health dated October 6, 2021, as information.

**Carried**

**14. Staff Reports**

**14.1 Chief Administrative Officer**

**14.1.1 Municipal Modernization Program – Intake 3**

Staff noted that the Province requires municipality's to contract out projects under the review stream.

**Resolution # 2021-427****Moved By:** Councillor Esseltine**Seconded By:** Councillor Luciani

THAT Council receives report CAO 21-12 Municipal Modernization Program – Intake 3;

AND THAT Council authorizes staff to proceed with applying for funding under the Municipal Modernization Program – Intake 3 for the projects identified in this report, along with the associated financial impacts.

**Carried****14.2 Corporate Services****14.2.1 CS 21-27 COVID-19 Vaccination Policy/Options**

The mover indicated that the intent of the motion is to have staff prepare a draft policy to be brought back to Council for consideration.

It was asked if the Town or Council as individuals could be held liable in the event of employee termination. Staff noted that this is unknown at this time.

Concern was noted regarding the inclusion of volunteers. There was discussion regarding exemptions when not attending Town facilities.

**Resolution # 2021-428****Moved By:** Councillor Esseltine**Seconded By:** Councillor Luciani

THAT the Town of Tillsonburg adopt a Proof of Vaccination Policy for Staff, Council Members, Committee Members, Contractors, Consultants and Students;

AND further that the County of Oxford's recently approved Workplace Vaccination Policy be adapted to serve as the Proof of Vaccination Policy for the Town of Tillsonburg requiring that:

- All active town staff, committee members, contractors, consultants, students and volunteers provide required proof of vaccination status against Covid-19, or
- As an alternative to vaccination in the short term, complete mandatory education and undertake regular antigen testing providing proof of a negative result prior to attending any Town of Tillsonburg at work location, and
- That proof of Covid 19 vaccination be a condition of employment for all new employees;

All of this in a manner that complies with applicable privacy and human rights legislation;

And that staff are directed to report back to Council regarding vaccination data.

**Carried**

#### **14.2.2 CS 21-28 Council Planning meeting date change**

##### **Resolution # 2021-429**

**Moved By:** Councillor Rosehart

**Seconded By:** Councillor Gilvesy

THAT the Council Planning meeting of October 18, 2021, be cancelled;

AND THAT a Council Planning meeting be scheduled for Monday, November 1, 2021 at 4:30 p.m.

**Carried**

### **14.3 Economic Development**

#### **14.3.1 EDM 21-28 Surplus Land Declaration – Unopened Right-of-Way South of Ridge Boulevard**

Staff noted that the land disposition by-law requires notice of the potential surplus property to be given prior to consideration of the matter. Staff to provide notice to Council prior to public notice being given.

There was discussion regarding the allowable uses on the lands which are designated Environmental Protection. Staff would have to confirm if tree cutting would be prohibited.

Staff confirmed there is minimal cost to the Town to own this land.

**Resolution # 2021-430**

**Moved By:** Councillor Luciani

**Seconded By:** Deputy Mayor Beres

THAT Council receives report EDM 21-28 Surplus Land Declaration – Unopened Right-of-Way South of Ridge Boulevard;

AND THAT the Unopened Right-of-Way Lands located south of Ridge Boulevard, described as Part 8, Plan 41R-940, be closed;

AND THAT Unopened Right-of-Way 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.

**Defeated**

**14.3.2 EDM 21-30 Van Norman Innovation Park - Phase 2 Conceptual Plan Development**

Staff noted that once conceptual plans are complete there is potential to pre-sell land.

**Resolution # 2021-431**

**Moved By:** Councillor Parker

**Seconded By:** Councillor Gilvesy

THAT Council receive report EDM 21-30 Van Norman Innovation Park – Phase 2 Conceptual Plan Development;

AND THAT staff be authorized to move forward with retaining professional services relating to the development of conceptual plans for Phase 2 of the Van Norman Innovation Park;

AND THAT the project be funded in the amount of \$50,000 in funds from the Economic Development Reserve.

**Carried**

## **14.4 Finance**

### **14.4.1 FIN 21-29 Appointment of Interim Treasurer**

#### **Resolution # 2021-432**

**Moved By:** Councillor Gilvesy

**Seconded By:** Councillor Rosehart

THAT Council receives report FIN 21-29 Appointment of an Interim Treasurer;

AND THAT a By-Law to appoint Renato Pullia as Interim Treasurer be brought forward for Council's consideration.

**Carried**

## **14.5 Fire and Emergency Services**

## **14.6 Operations and Development**

### **14.6.1 OPD 21-43 2021 Great Pumpkin Rescue Program**

#### **Resolution # 2021-433**

**Moved By:** Deputy Mayor Beres

**Seconded By:** Councillor Parker

THAT report OPD 21-43 2021 Great Pumpkin Rescue Program be received as information.

**Carried**

### **14.6.2 OPD 21-45 Public Works Facility Feasibility Study and Concept Design**

There was discussion regarding the prioritization of the salt storage improvements.

#### **Resolution # 2021-424**

**Moved By:** Councillor Esseltine

**Seconded By:** Councillor Luciani

THAT report OPD 21-45 Public Works Facility Feasibility Study and Concept Design be received as information;



AND THAT Council direct staff to bring forward the salt storage project as included in the Feasibility Study Final report - Option A for consideration in the capital budget deliberations for 2022.

**Carried**

Agenda item 10.1 was dealt with next.

#### **14.7 Recreation, Culture and Parks**

### **15. New Business**

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

#### **16.1 Committee Minutes**

##### **Resolution # 2021-434**

**Moved By:** Councillor Luciani

**Seconded By:** Deputy Mayor Beres

THAT Council receives the Museum Advisory Committee minutes dated October 22, 2020 and September 23, 2021, the Economic Development Advisory Committee minutes dated September 14, 2021 and the Tillsonburg 150 Ad Hoc Committee minutes dated September 21, 2021, as information.

**Carried**

#### **16.2 Long Point Region Conservation Authority Board of Director Minutes**

##### **Resolution # 2021-435**

**Moved By:** Councillor Parker

**Seconded By:** Councillor Luciani

THAT Council receives the Long Point Region Conservation Authority Board of Director minutes dated September 1, 2021, as information.

**Carried**

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

Staff noted that the Lion's Den could be utilized and that staff will have Health and Safety review the Council Chambers for potential increased capacity for in-person meetings.

**Resolution # 2021-436****Moved By:** Councillor Esseltine**Seconded By:** Councillor Luciani

THAT Committees of Council be offered a third option for committee meetings. Currently committee members can choose to meet virtually from individual remote locations, or a hybrid meeting format can be used with some members (up to seven people) in attendance at the council chambers and other committee members attending virtually from remote locations;

AND THAT the third option to be considered at this time would be for all committee members to meet in person at a town facility while adhering to Southwestern Public Health Covid-19 requirements.

Individual committees will be able to select their preferred format.

**Carried**

The mover indicated the intent of the motion is that this would be considered as part of the 2022 business plan and budget deliberations.

Concerns were noted regarding the community centre having only one girl change room and no gender neutral change room available.

**Resolution # 2021-437****Moved By:** Councillor Parker**Seconded By:** Councillor Gilvesy

THAT Staff be directed to review the dressing room and storage situation at for both Memorial and Colin Campbell arenas;

AND THAT Staff report back to Council with options to address any inadequacies that may currently be in place.

**Carried****18. Resolutions/Resolutions Resulting from Closed Session****19. By-Laws****19.1 By-Law 2021-107, to appoint an interim Treasurer****Resolution # 2021-438**

**Moved By:** Councillor Gilvesy  
**Seconded By:** Councillor Rosehart

THAT By-Law 2021-107, to appoint an interim Treasurer, 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 # 2021-439**

**Moved By:** Councillor Esseltine  
**Seconded By:** Councillor Parker

THAT By-Law 2021-106, to Confirm the Proceedings of the Council meeting held on October 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.

**Carried**

**21. Items of Public Interest**

Staff noted that the HWY 19 South project is on scheduled to be completed by end of October, 2021.

Staff noted that the Concession Street project is also on schedule.

Local Government Week is the week of October 18 to October 22. Local Grade 5 students were invited to participate in a poster contest.

Upcoming Council meetings include:

- Monday, October 25, 2021 at 6:00 p.m. regular meeting.
- Monday, November 1, 2021 at 4:30 p.m. for the purpose of holding public meetings for planning applications.

**22. Adjournment**

**Resolution # 2021-440**

**Moved By:** Councillor Rosehart  
**Seconded By:** Councillor Gilvesy

THAT the Council meeting of October 12, 2021 be adjourned at 8:46 p.m

**Carried**



# fabrik

## ARCHITECTS

TILLSONBURG TOWN HALL SPACE NEEDS STUDY PRESENTATION



# Presentation Order

Summary

Survey Results

Existing Condition

Space Needs Analysis

Site Design & Selection

Basis for Interior Design

Accessibility

Next Steps



# Summary





# Summary Continued

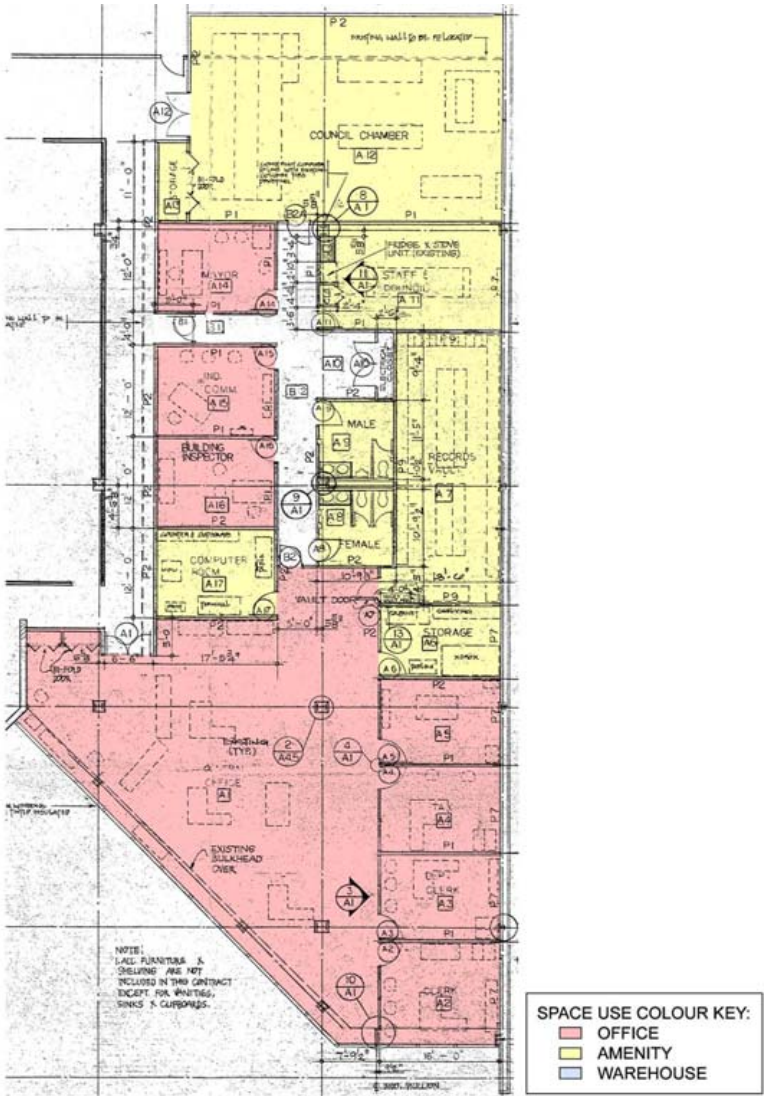
Town of Tillsonburg - Space Needs Study

2.2 Current Facilities



**200 Broadway Street  
Town Hall**  
  
Office / Amenity Area - 9,000 SF. +/-

- Year Built 1980
- Located on the second floor of Tillsonburg Town Centre
- Functions for Mayor, Council, CEO, Clerk, Finance
- Spaces include Council Chambers, Offices, and amenity spaces
- No. of Offices – 10
- No. of Workstations - 10
- Spaces are not contiguous in operations
- Public access is via an elevator or fire stair
- Lacks sense of arrival, presence and spirit of a Town Hall
- Staff working environment is dated with poor access to natural daylight
- Expansion for more space is unknown at this time
- Chamber is not presentation friendly
- Accessibility and way finding is a problem
- Chamber space suggested to be multi-functional

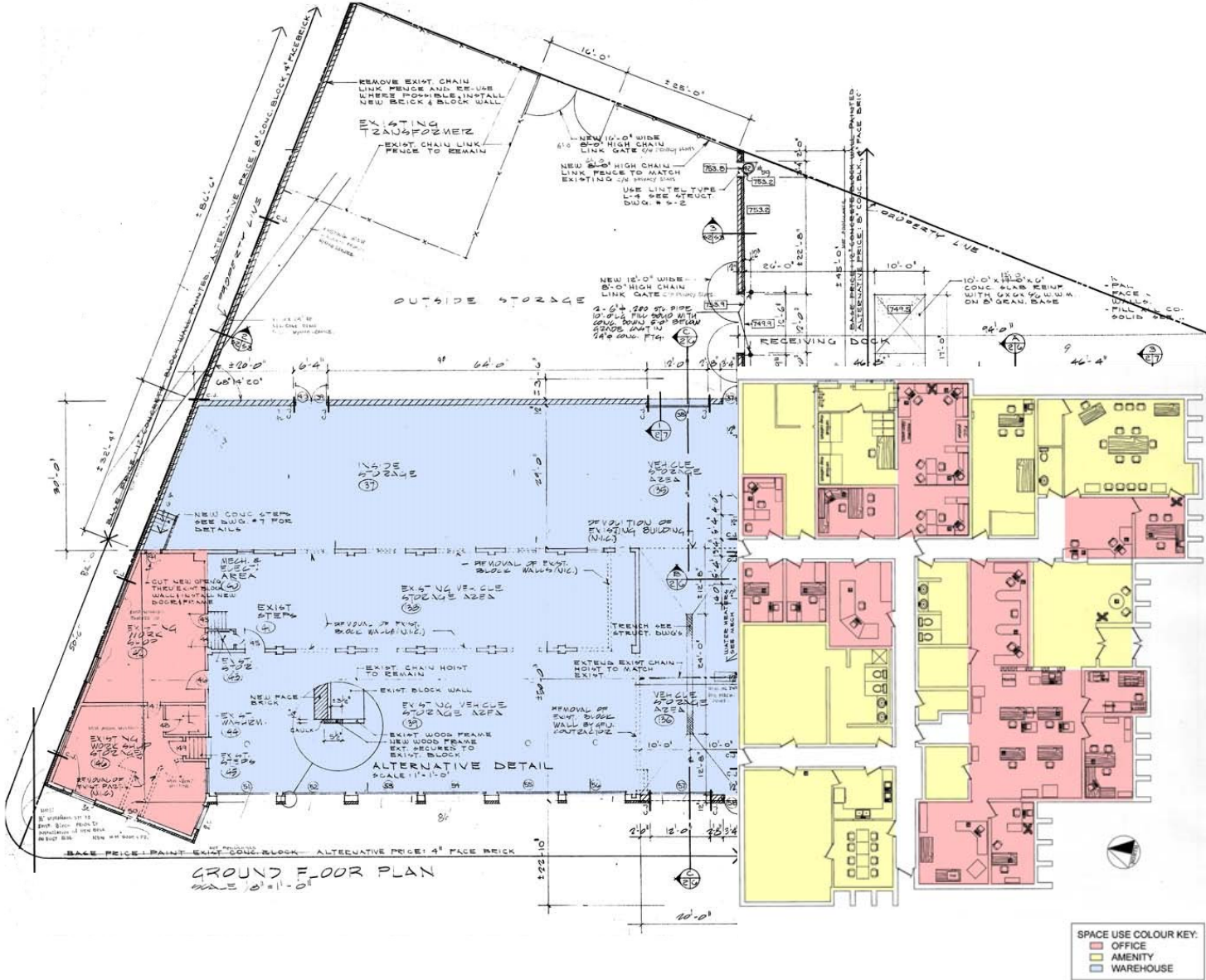


Town of Tillsonburg - Space Needs Study

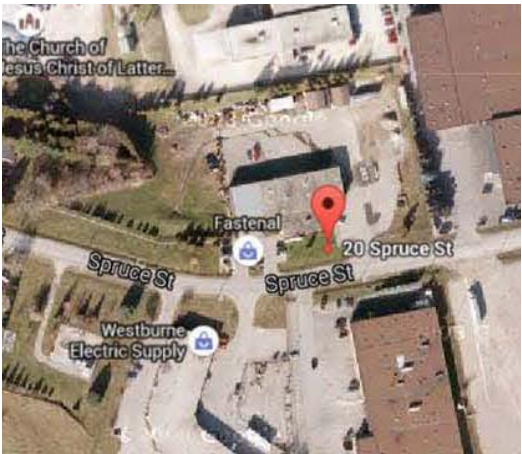


**10 Lisgar Street  
Customer Service Centre**

- Office Area – 8,496 SF+/-  
Warehouse – 10,114 SF+/-  
Total – 18,609 SF+/-
- Year Built - Circa 1970
  - Functions for Customer Services, Building, Engineering
  - Tillsonburg Hydro
  - Call Centre for Town Departments
  - Spaces include Offices, truck storage and amenity spaces
  - No. of Offices – 10
  - No. of Workstations - 15
  - Spaces are connected via corridors
  - Public access at grade
  - Staff working environment is dated, however acceptable
  - The building envelop requires a great detail of repair
  - Expansion to this building would be difficult
  - Was constructed for public utilities



Town of Tillsonburg - Space Needs Study



**20 Spruce Street  
Operation Services**

- Office Area – 3,326 SF+/-  
Warehouse – 14,327 SF+/-  
Total – 17,653 SF+/-
- Year Built – Circa 1970
  - Functions for Public Works, Roads, Water
  - Spaces include Offices, Fleet Warehouse and amenity spaces
  - No. of Offices – 6
  - No. of Workstations - 0
  - Spaces are connected via corridors
  - Public access at grade
  - Staff working environment is dated, however acceptable
  - Expansion to this building is possible but unlikely for a location for a Town Hall

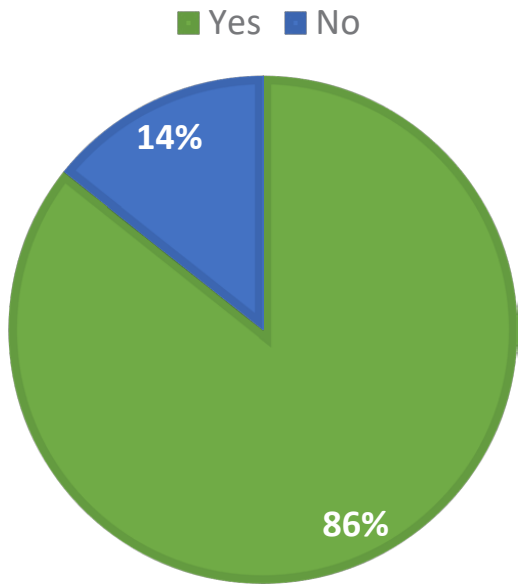




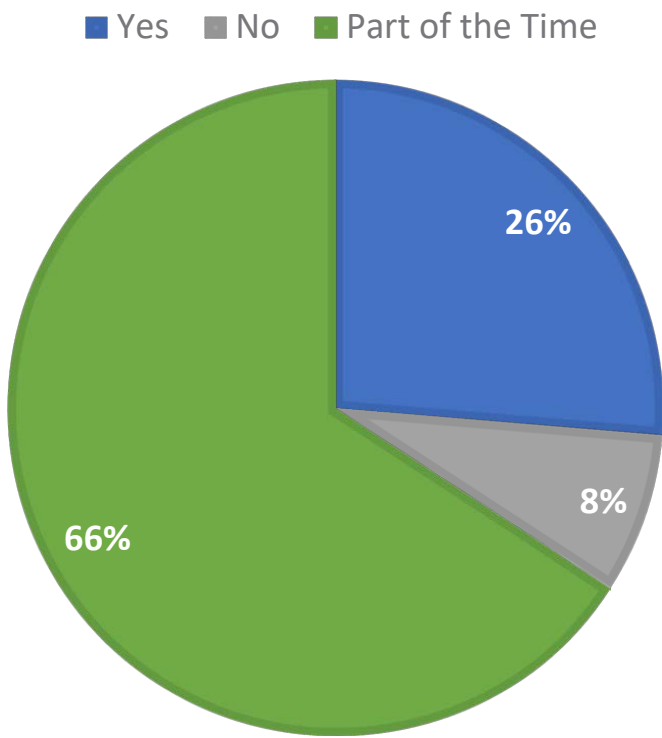
# Survey Results

## Staff Survey - Administration

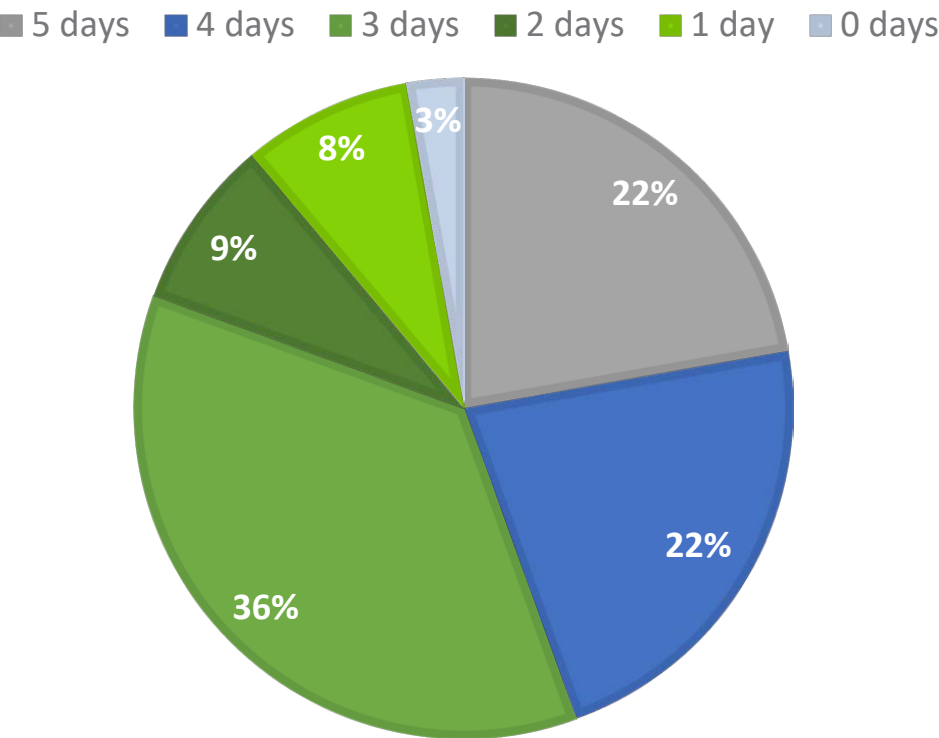
DOES YOUR JOB ALLOW YOU TO WORK FROM A REMOTE WORKPLACE?



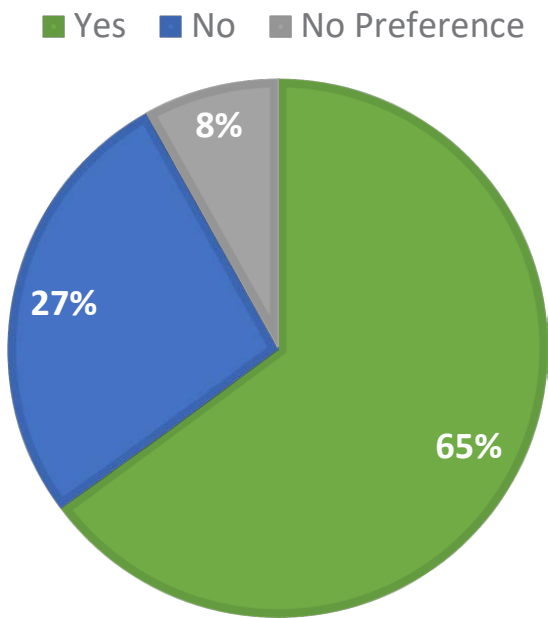
IF YES, WOULD YOU PREFER TO WORK FROM A REMOTE WORKPLACE?



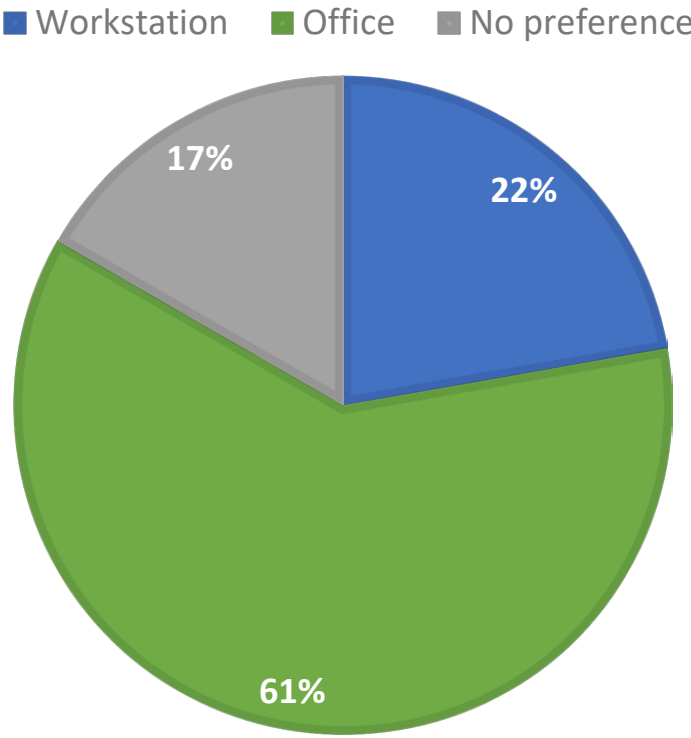
HOW MANY DAYS OF THE WEEK WOULD YOU PREFER TO WORK REMOTELY?



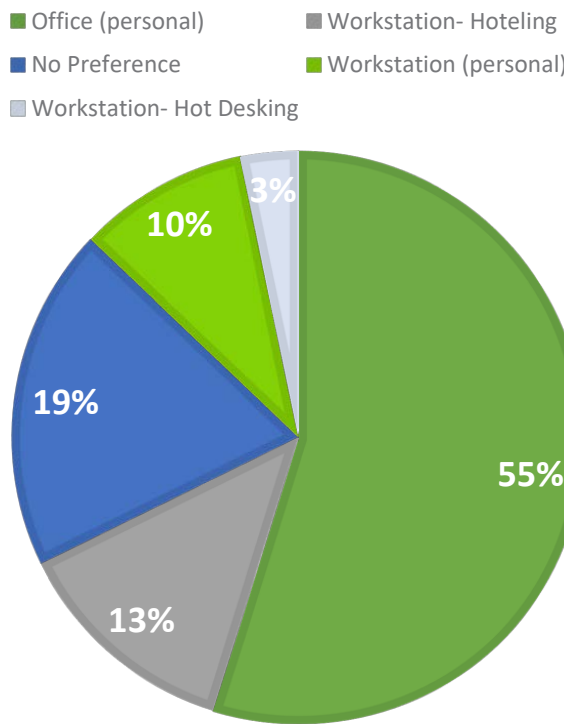
IF YOU WERE ENROLLED IN A REMOTE WORK MODEL, WOULD YOU BE FINE WITH SHARING A WORKSPACE WITH OTHER EMPLOYEE(S) WHEN YOU WERE WORKING IN THE OFFICE?



IF NO, WHAT KIND OF FIXED IN-PERSON DEDICATED WORKSPACE DO YOU REQUIRE?



IF YES, WHAT KIND OF SHARED WORKSPACE WOULD YOU REQUIRE?

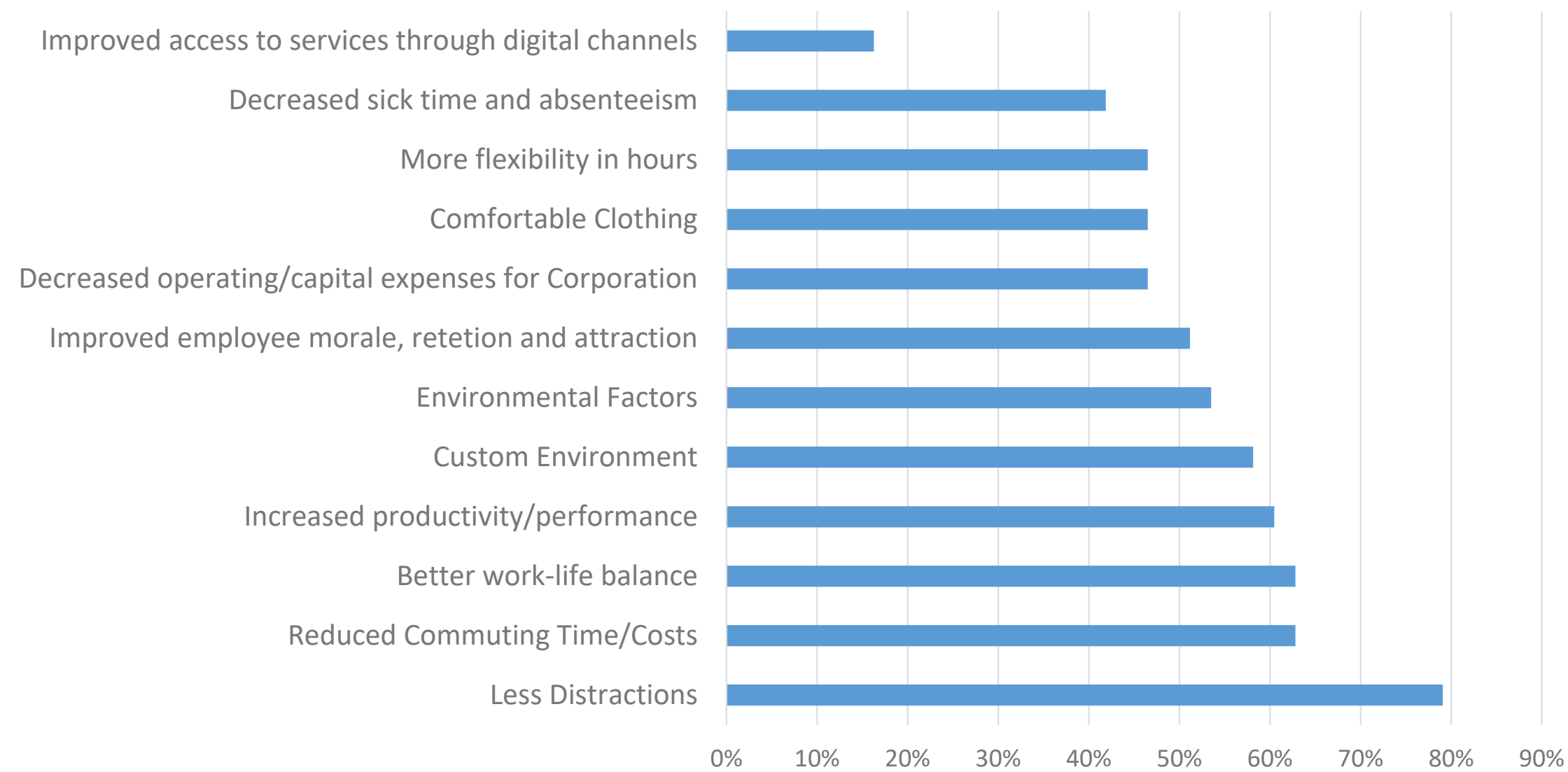


• **“Hoteling”** Desk Space involves pre-booking and checking in to access a space, much like at an actual hotel. Regardless of the occupancy of desk usage, a person still has to check in via a central booking to access their spot.

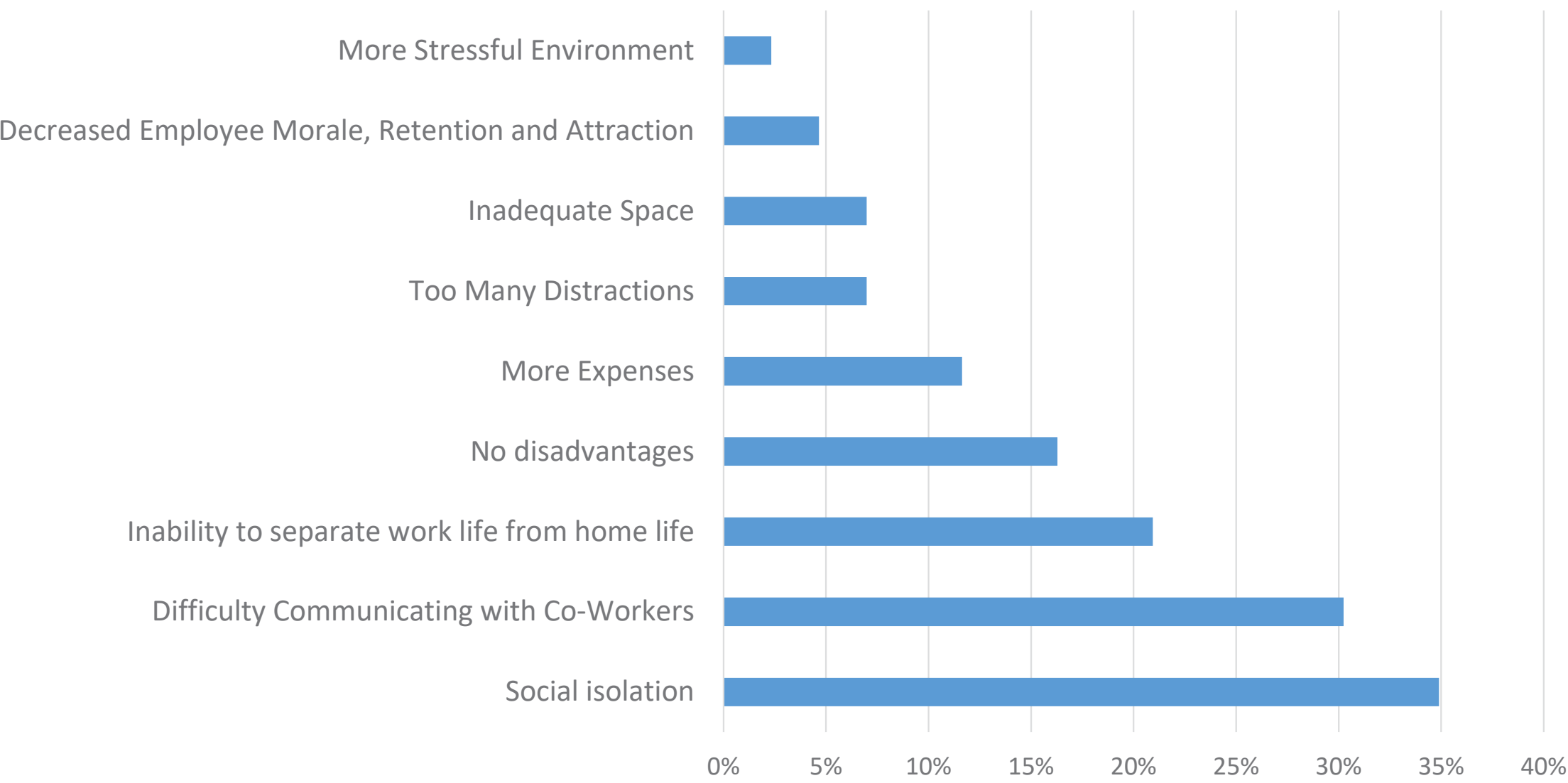
• **“Hot Desking”** is more free-wheeling. It is based on an unassigned desk concept, but the execution is first-come, first-served. If any employee sees an open space, they are welcome to claim it as their own and get to business—no reservation required.

# Survey Results Continued

What kind of advantages do you feel could arise from working remotely?



What kind of disadvantages do you feel could exist from working remotely?



# Space Needs - Maximum Flexibility

Department	Program	Staff		Space Type	Number Required	Unit Area (SF)	Net Area (SF)	Description
		Current	Future					
Office of the CAO/Council	Chief Administrative Officer	1	0	Office	1	200	200	Private Office
	Mayor	1	0	Office	1	200	200	Private Office
	Councillor	6	0	Workspace	6	60	360	Individual Workstations
	Executive Assistant (CAO/ Mayor)	1	0	Workspace	1	60	60	Individual Workstation
	Total	9	0		9	520	820	
Economic Development	Development Commissioner	1	0	Office	1	100	100	Shared Office
	Economic Development & Marketing Coordinator	1	0	Workspace	1	30	30	Shared Workstation
	Summer/Co-op (Share with CAO Office)	0	1	Workspace	1	30	30	Shared Workstation
	Total	2	1		3	160	160	
Corporate Services/Clerk	Clerk	1	0	Office	1	75	75	Shared Office
	Deputy Clerk	1	0	Office	1	75	75	Shared Office
	Records & Legislative Coordinator	1	0	Workspace	1	30	30	Shared Workstation
	Communications Officer (Corporate Services)	1	0	Workspace	1	60	60	Individual Workstation
	Manager of Human Resources	1	0	Office	1	150	150	Private Office
	Human Resources Generalist	1	0	Office	1	30	30	Shared Workstation
	Health & Safety Officer	1	0	Workspace	1	30	30	Shared Workstation
	Customer Service Reps / Billing Support Clerks	7	0	Workspace	7	60	420	Individual Workstations
	Information Techonology	1	0	Workspace	1	30	30	Shared Workstation
	PT CSR	0	1	Workspace	1	30	30	Shared Workstation
	Summer Student	0	1	Workspace	1	30	30	Shared Workstation
	Total	15	2		17	600	960	
Building/ Planning / Bylaw	Chief Building Official	1	0	Office	1	200	200	Private Office
	Deputy Chief Building Official	1	0	Office	1	150	150	Private Office
	Property Standards / Bylaw Officer	1	0	Office	1	150	150	Private Office
	Municipal By-Law Officer	1	0	Office	1	150	150	Private Office
	Development Technician	1	0	Workspace	1	60	60	Individual Workstation
	County Planner	1	0	Office	1	150	150	Private Office
	Building Inspectors	3	0	Workspace	4	30	120	Shared Workstation
	Summer Students	0	2	Workspace	2	30	60	Individual Workstations
	Total	9	2		12	920	1040	
Finance	Director of Finance/Treasurer	1	0	Office	1	100	100	Shared Office
	Senior Financial Analyst/Deputy Treasurer	1	0	Office	1	150	150	Shared Office
	Purchasing Coordinator	1	0	Workspace	1	60	60	Individual Workstation
	Accounts Payable / Accounts Receivable	1	0	Workspace	1	60	60	Individual Workstation
	Financial & Utility Analyst	1	0	Workspace	1	60	60	Individual Workstation
	Financial Analyst (RCP)	1	0	Workspace	1	60	60	Individual Workstation
	Revenue Manager	1	0	Office	1	150	150	Private Office
	Tax Clerk	1	0	Workspace	1	60	60	Individual Workstation
Recreation, Culture & Parks	Director of RCP	1	0	Office	1	75	75	Shared Office
	Manager of Park & Facilities	1	0	Office	1	150	150	Private Office
	RCP Administrative Assistant	1	0	Office	1	150	150	Private Office
	Total	3	0		3	375	375	
Operation Services	Director of Operations	1	0	Office	1	75	75	Shared Office
	Operations Administrator	1	0	Workspace	1	30	30	Shared Workstation
	Manager of Engineering	1	0	Office	1	150	150	Private Office
	Senior Operations Technologist	1	0	Workspace	1	60	60	Individual Workstation
	GIS Technician	1	0	Workspace	1	60	60	Individual Workstation
	Operations Technologist	1	0	Workspace	1	60	60	Individual Workstation
	Design Technologist	1	0	Workspace	1	60	60	Individual Workstation
	Civil Designer	1	0	Workspace	1	60	60	Individual Workstation
	Asset Management Coordinator	1	0	Workspace	1	60	60	Individual Workstation
	Transit Coordinator	1	0	Office	1	75	75	Shared Office
	Summer/Co-op Students	1	0	Workspace	1	30	30	Shared Workstation
	Total	11	0		11	720	720	
Total Office Space		57	5				4775	
Hydro	THI - General Manager/CEO	1	0	Office	1	150	150	Private Office
	Operations Regulatory Affairs Officer	1	0	Workspace	1	30	30	Shared Workstation
	Development & Design Technologist	1	0	Workspace	1	60	60	Individual Workstation
	Instrumentation Technologist	1	0	Workspace	1	60	60	Individual Workstation
	Manager of Operations	1	0	Office	1	150	150	Private Office
	Hydro Operations Coordinator	1	0	Workspace	1	60	60	Individual Workstation
Total		6	0		6	510	510	
Total Office Space Including Hydro		63	5				5285	

Common Spaces	Entry Vestibule						80	
	Staff Vestibule						80	
	Reception						100	
	Main Lobby / Welcome Area / Display Area						400	
	Council Chamber	100					3000	
	Board Room - 1	12					280	
	Board Room - 2	6					150	
	Training Room	20					500	
	Break - Out Room - 1						80	
	Break - Out Room - 2						80	
	Lunch Room / Kitchen Staff						450	
	Mail Room						80	
	Copy Room						150	
	File Room						150	
	Library Room						120	
	Map Room						150	
	Plotter Room						150	
	Washrooms - Public						300	
	Washrooms - Staff						300	
	Universal Barrier Free Washroom						100	
	Waste Recycling Room						120	
	Loading Area						64	
	General Storage						600	
	Vault						300	
	IT/Server Room						225	
	Mechanical Room						225	
	Electrical Room						225	
	Sprinkler Room						225	
	Elevator						100	
	Elevator Equipment Room						100	
	Stair 1						250	
	Stair 2						250	
	Stair 3						375	
	Total Common Space						9759	
	Total Common Space + Office Space						14534	
External Agencies	Chamber of Commerce - 20 Oxford St.						800	
	BIA						400	
	Total External Agencies						1200	
External Agencies + Common + Office Space							15734	
Circulation & Walls - 30%							4720	
Total Project Area							20454	
Future Growth - 10%							2045	
Total Project Area + Future Growth							22500	

# Space Needs - Optimized Floor Plate

Department	Program	Staff		Space Type	Number Required	Unit Area (SF)	Net Area (SF)	Description
		Current	Future					
Office of the CAO/Council	Chief Administrative Officer	1	0	Office	1	100	100	Shared Office
	Mayor	1	0	Office	1	200	200	Private Office
	Councillor	6	0	Workspace	6	30	180	Shared Workstations
	Executive Assistant to CAO/ Mayor	1	0	Workspace	1	30	30	Shared Workstation
	Total	9	0		9	360	510	
Economic Development	Development Commissioner	1	0	Office	1	100	100	Shared Office
	Economic Development & Marketing Coordinator	1	0	Workspace	1	30	30	Shared workstation
	Summer Student/Co-op (Share with CAO Office)	0	1	Workspace	1	30	30	Shared workstation
	Total	2	1		3	160	160	
Corporate Services/Clerk	Clerk	1	0	Office	1	75	75	Shared Office
	Deputy Clerk	1	0	Office	1	75	75	Shared Office
	Records & Legislative Coordinator	1	0	Workspace	1	30	30	Shared Workstation
	Communications Officer (Corporate Services)	1	0	Workspace	1	30	30	Shared Workstation
	Manager of Human Resources	1	0	Office	1	75	75	Shared Office
	Human Resources Generalist	1	0	Office	2	0	0	Work from Home
	Health & Safety Officer	1	0	Workspace	1	0	0	Work From Home
	Customer Service Reps / Billing Support Clerks	7	0	Workspace	7	30	210	Shared Workstations
	Information Technology	1	0	Workspace	1	30	30	Shared Workstation
	PT CSR	0	1	Workspace	1	30	30	Shared Workstation
	Summer Student	0	1	Workspace	1	30	30	Shared Workstation
	Total	15	2		18	405	585	
Building/ Planning / Bylaw	Chief Building Official	1	0	Office	1	200	200	Private Office
	Deputy Chief Building Official	1	0	Office	1	150	150	Private Office
	Property Standards / Bylaw Officer	1	0	Office	1	75	75	Shared Workstation
	Municipal By-Law Officer	1	0	Office	1	75	75	Shared Workstation
	Development Technician	1	0	Workspace	1	30	30	Shared Workstation
	County Planner	1	0	Office	1	150	150	Private Office
	Building Inspectors	3	0	Workspace	4	30	120	Shared Workstations
	Summer Students	0	2	Workspace	1	30	30	Shared Workstation
	Total	9	2		11	740	830	
Finance	Director of Finance/Treasurer	1	0	Office	1	100	100	Shared Office
	Senior Financial Analyst/Deputy Treasurer	1	0	Office	1	75	75	Shared Office
	Purchasing Coordinator	1	0	Workspace	1	30	30	Shared Workstation
	Accounts Payable / Accounts Receivable	1	0	Workspace	1	30	30	Shared Workstation
	Financial & Utility Analyst	1	0	Workspace	1	30	30	Shared Workstation
	Financial Analyst (RCP)	1	0	Workspace	2	30	60	Shared Workstation
	Revenue Manager	1	0	Office	1	75	75	Shared Office
	Tax Clerk	1	0	Workspace	1	30	30	Shared workstation
	Total	8	0		9	400	430	
Recreation, Culture & Parks	Director of RCP	1	0	Office	1	100	100	Shared Office
	Manager of Park & Facilities	1	0	Office	1	75	75	Shared Office
	RCP Administrative Assistant	1	0	Office	1	75	75	Shared Office
	Total	3	0		3	250	250	
Operation Services	Director of Operations	1	0	Office	1	100	100	Shared Office
	Operations Administrator	1	0	Workspace	1	0	0	Work From Home
	Manager of Engineering	1	0	Office	1	75	75	Shared Office
	Senior Operations Technologist	1	0	Workspace	1	30	30	Shared Workstation
	GIS Technologist	1	0	Workspace	1	30	30	Shared Workstation
	Operations Technologist	1	0	Workspace	1	30	30	Shared Workstation
	Design Technologist	1	0	Workspace	1	30	30	Shared Workstation
	Civil Designer	1	0	Workspace	1	30	30	Shared Workstation
	Asset Management Coordinator	1	0	Workspace	1	30	30	Shared Workstation
	Transit Coordinator	1	0	Workspace	1	30	30	Shared Office
	Summer/Co-op Students	1	0	Workspace	1	30	30	Shared Workstation
	Total	11	0		11	415	415	
Total Office Space		57	5				3180	
Hydro	THI - General Manager/CEO	1	0	Office	1	75	75	Shared Office
	Operations Regulatory Affairs Officer	1	0	Workspace	1	30	30	Shared Workstation
	Development and Design Technologist	1	0	Workspace	1	30	30	Shared Workstation
	Instrumentation Technologist	1	0	Workspace	1	30	30	Shared Workstation
	Manager of Operations	1	0	Office	1	75	75	Shared Office
	Hydro Operations Coordinator	1	0	Workspace	1	30	30	Shared Workstation
	Total	6	0		6	270	270	
Total Office Space Including Hydro		63	5				3450	

Common Spaces	Entry Vestibule						80	
	Staff Vestibule						80	
	Reception						100	
	Main Lobby / Welcome Area / Display Area						300	
	Council Chamber	50					1800	
	Board Room - 1	12					280	
	Board Room - 2	6					150	
	Break - Out Room - 1						80	
	Break - Out Room - 2						80	
	Lunch Room / Kitchen Staff						350	
	Mail Room						80	
	Copy Room						150	
	File Room						150	
	Library Room						120	
	Map Room						150	
	Plotter Room						150	
	Washrooms - Public						300	
	Washrooms - Staff						300	
	Universal Barrier Free Washroom						100	
	Waste Recycling Room						120	
	General Storage						550	
	Vault						200	
	IT/Server Room						200	
	Mechanical Room						200	
	Electrical Room						200	
	Sprinkler Room						200	
	Elevator						100	
	Elevator Equipment Room						100	
	Stair 1						250	
	Stair 2						250	
	Stair 3						325	
	Total Common Space						7495	
	Total Common Space + Office Space						10675	

Circulation & Walls - 30%							3203	
Total Project Area							13878	
Future Growth - 10%							1388	
Total Project Area + Future Growth							15265	



# Site Design & Selection





# Site Selection Continued



## OPTION A: 200 BROADWAY STREET

**PROJECT TYPE:** Tenant Fit Out    **PROJECT AREA:** 11,743-26,000 SF    **TIMELINE:** Flexible, 1-3 Years  
**COSTS:** Recurring, Rent, Renovation    **NUMBER OF STOREYS:** 2

### PROS

- Make use of existing space
- Maintain good relationship with landlord
- Located within community space
- Allows sale of 10 Lisgar property
- Defined project scope
- Lower up front construction costs

### CONS

- Limits to layout and area
- Mall location inhibits creation of clear town hall identity, autonomy
- Potentially, limited project scope



## OPTION B: 10 LISGAR AVENUE

**PROJECT TYPE:** Renovation    **PROJECT AREA:** 18,609 SF +/-    **TIMELINE:** Fixed 1-2 Years  
**COSTS:** Renovation    **NUMBER OF STOREYS:** 1

### PROS

- Make use of existing space
- Existing building is the perfect area
- Centrally located and visible
- No rent or development costs
- Single storey building

### CONS

- Requires rework of newly re-cladded hydro bays
- Limited opportunity for future growth
- Tight timeline, would likely require temporary relocations in the interim
- Limited on site parking



## OPTION C: GREENFIELD SITE, CORNER OF BROCK & HARVEY

**PROJECT TYPE:** New Build    **PROJECT AREA:** 1.854 Acres +/-    **TIMELINE:** Fixed, 1-2 Years  
**COSTS:** Development, Construction    **NUMBER OF STOREYS:** TBD

### PROS

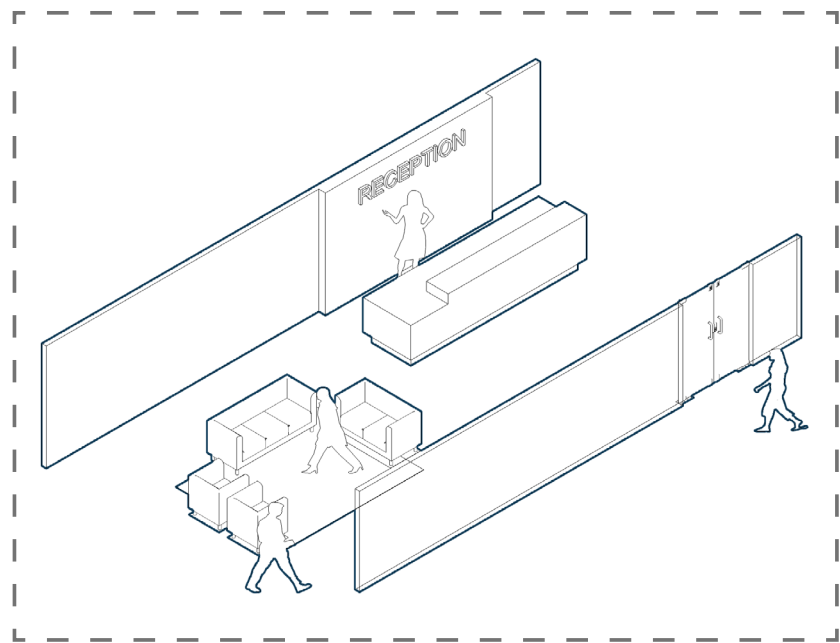
- No limits on size, layouts, appearance
- Allows relocation of all departments, sale of 10 Lisgar property
- Centrally located and visible
- Sufficient parking area

### CONS

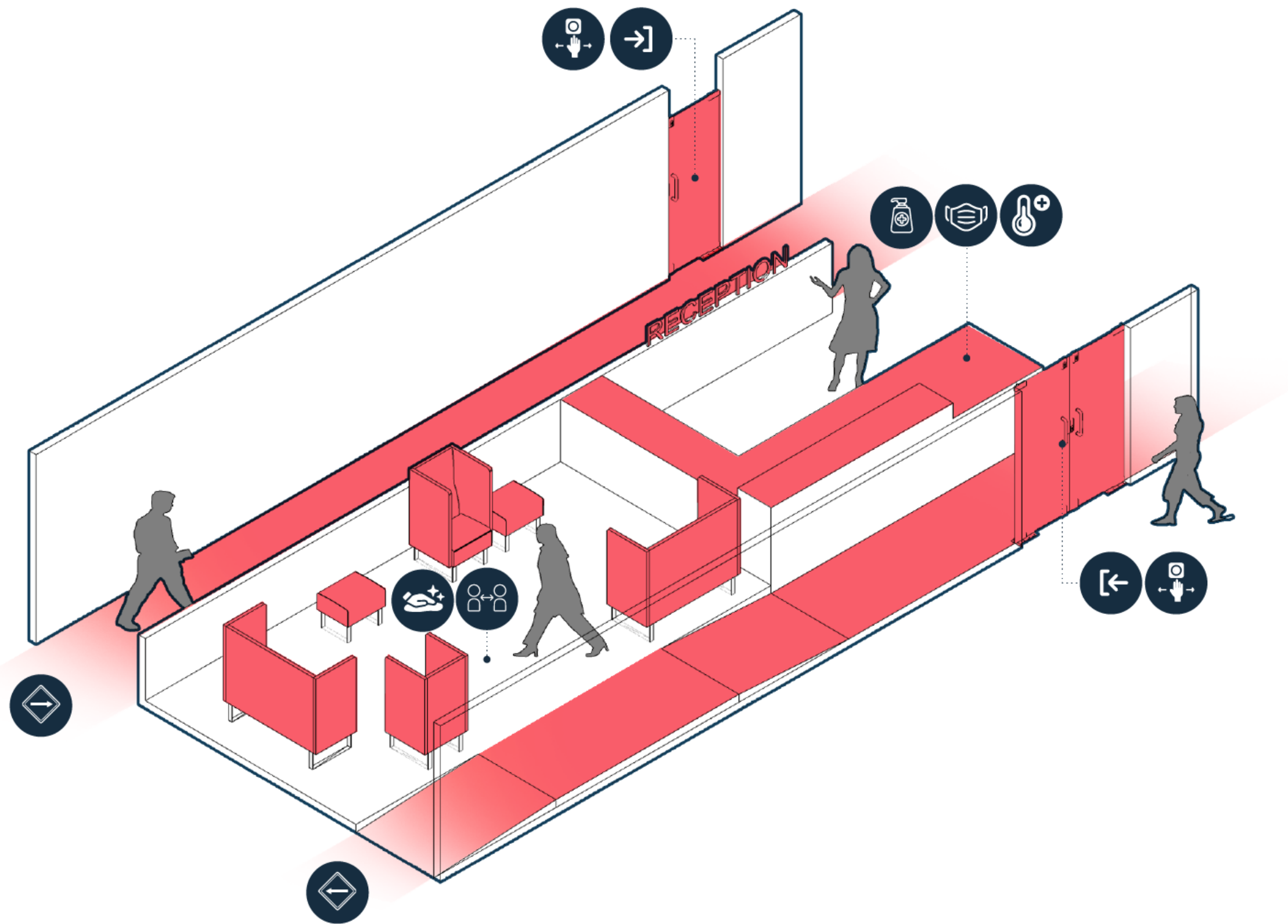
- Highest cost option
- Development complications (flood plains, utility lines)
- Aggressive timeline, would require temporary relocations in the interim,multi-year project



# Basis for Interior Design - Reception



TYPICAL LAYOUT



PROPOSED LAYOUT



Touchless Operation



Exit / Entrance



Travel Direction (One Way)



Regular Sanitation



Social Distancing



Occupancy Sensor



Acoustic Panels



Integrated AV System



Sanitation Station



Pre-Screening



Face Masks Required



Repurpose as Storage



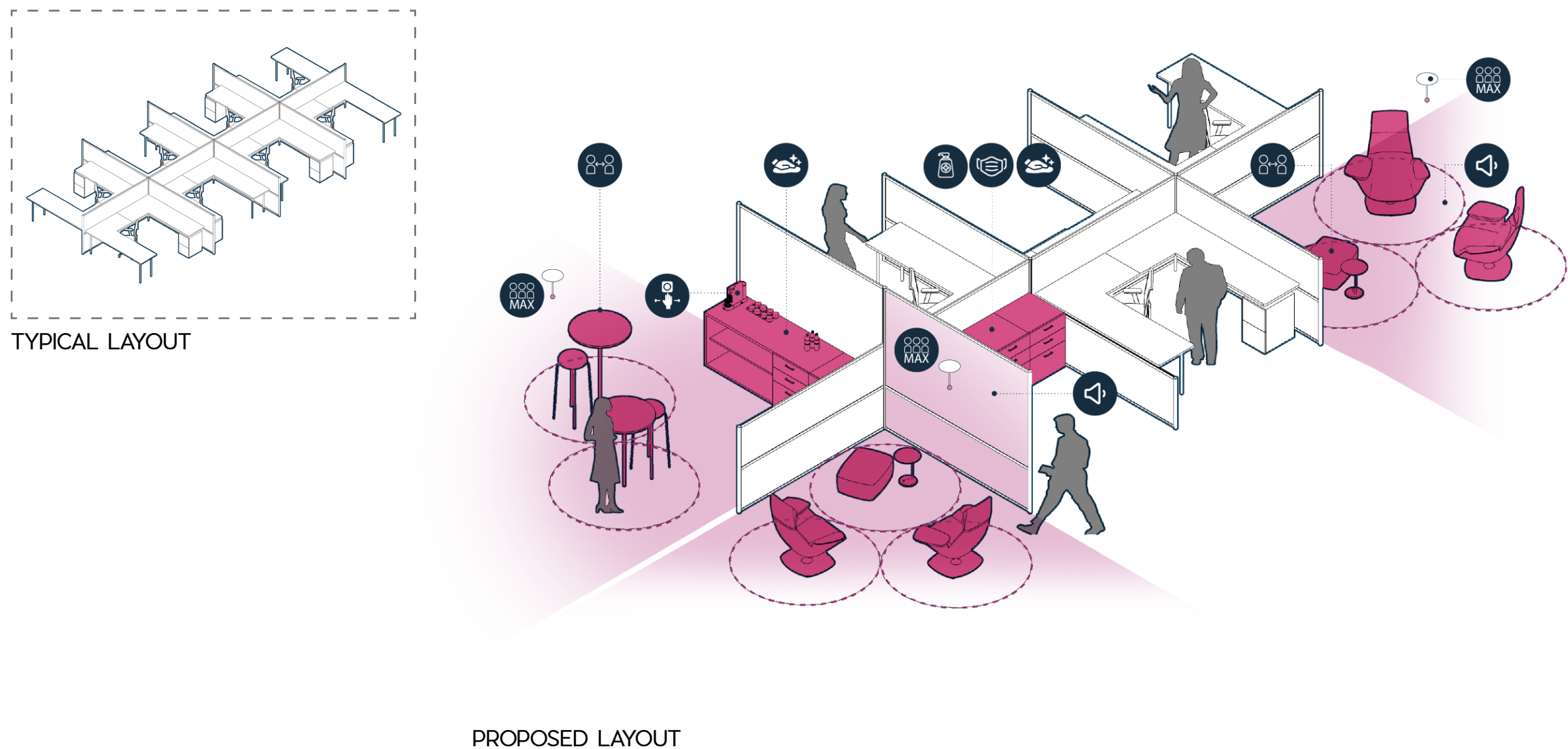
Anti Microbial Surfaces



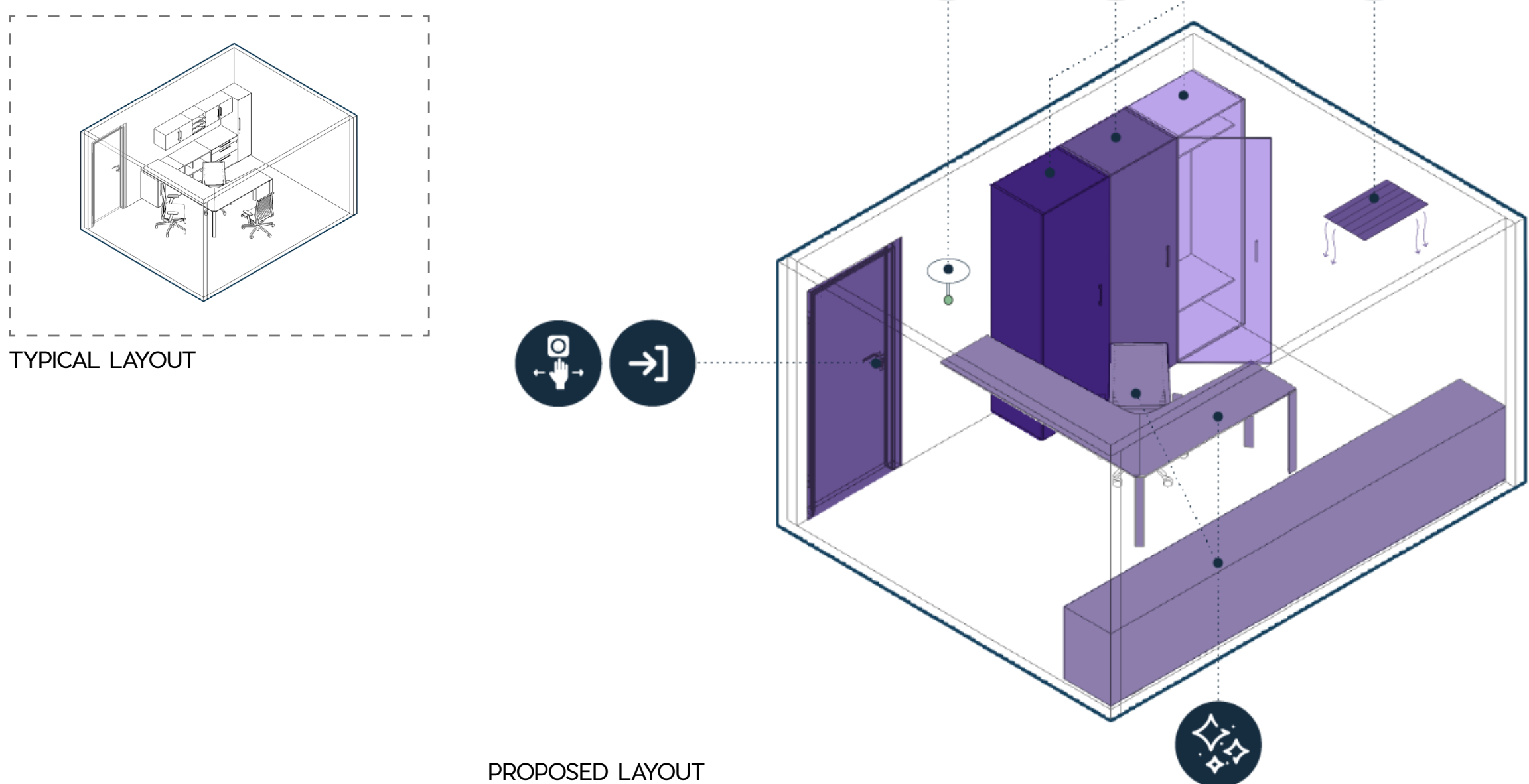
Enhanced HVAC System

# Basis for Interior Design - Offices

## Open Office Diagram



## Private Office Diagram



Touchless Operation



Exit / Entrance



Travel Direction (One Way)



Regular Sanitation



Social Distancing



Occupancy Sensor



Acoustic Panels



Integrated AV System



Sanitation Station



Pre-Screening



Face Masks Required



Repurpose as Storage



Anti Microbial Surfaces

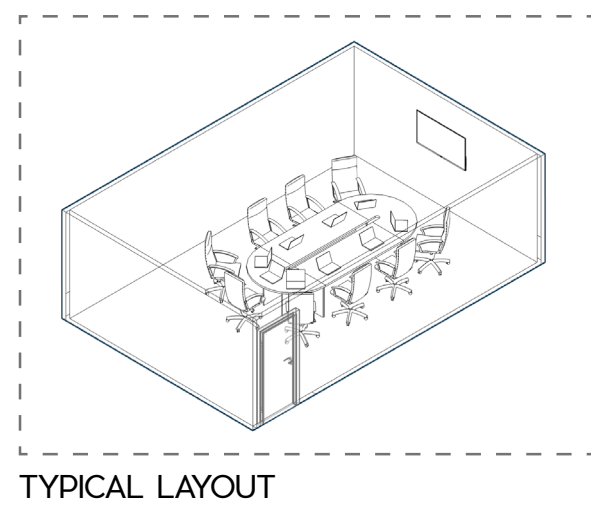


Enhanced HVAC System

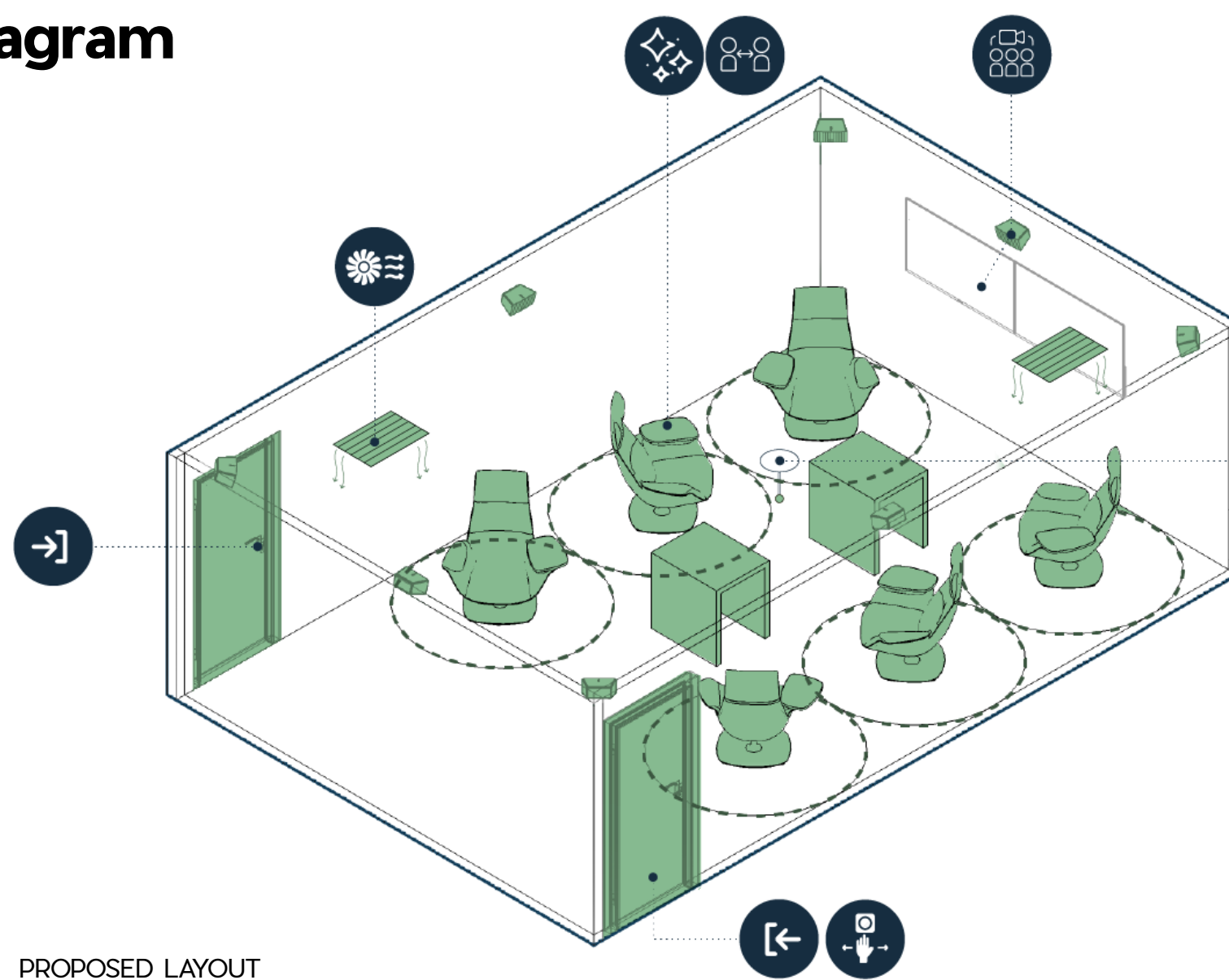


# Basis for Interior Design - Meeting Spaces

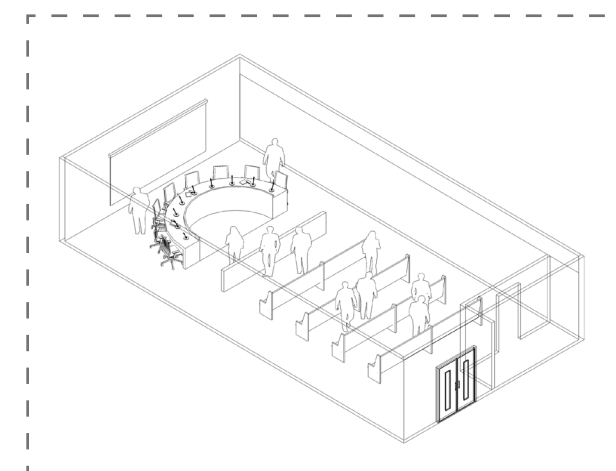
## Meeting Room Diagram



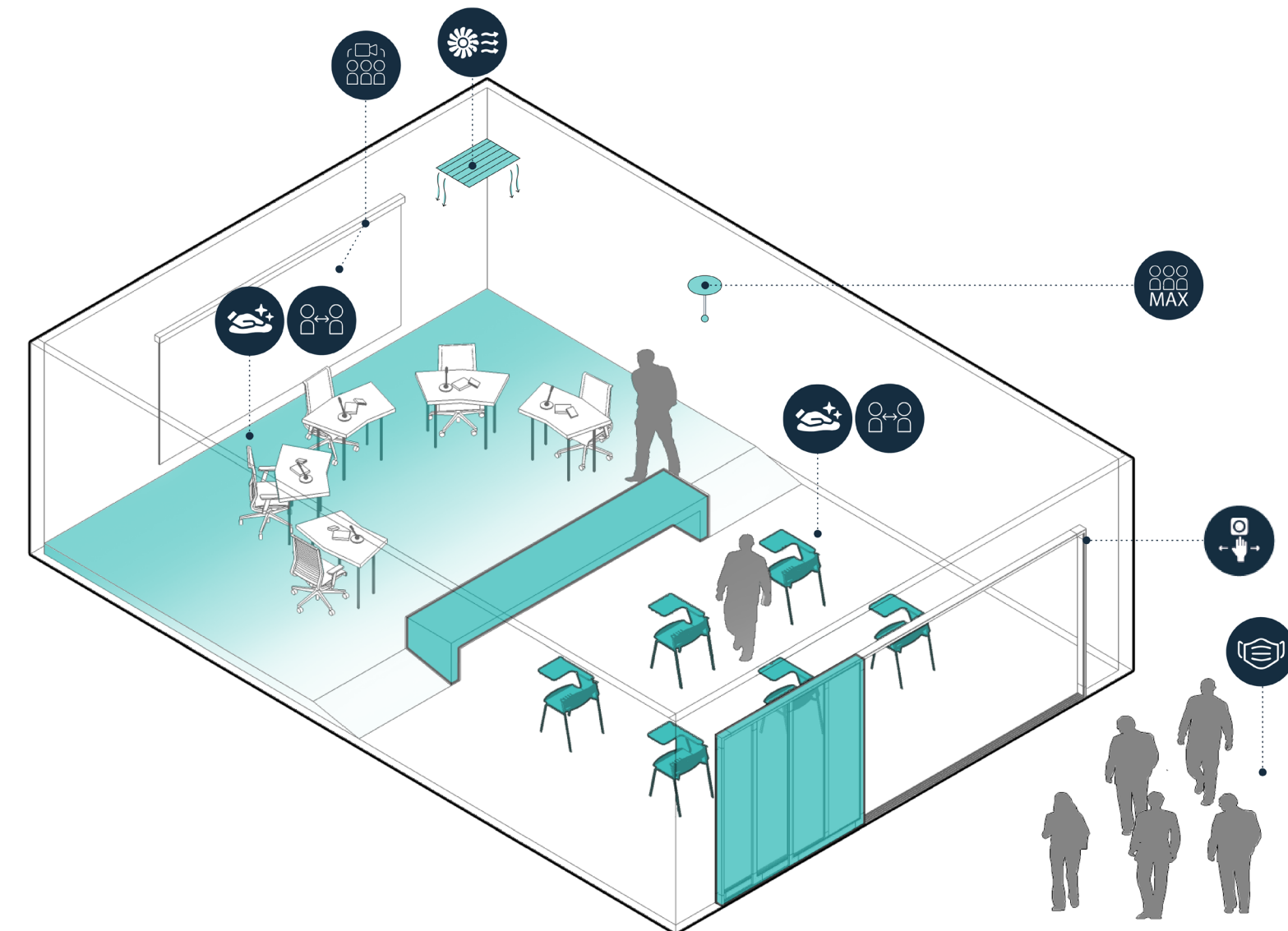
TYPICAL LAYOUT



PROPOSED LAYOUT



TYPICAL LAYOUT



Touchless Operation



Exit / Entrance



Travel Direction (One Way)



Regular Sanitation



Social Distancing



Occupancy Sensor



Acoustic Panels



Integrated AV System



Sanitation Station



Pre-Screening



Face Masks Required



Repurpose as Storage



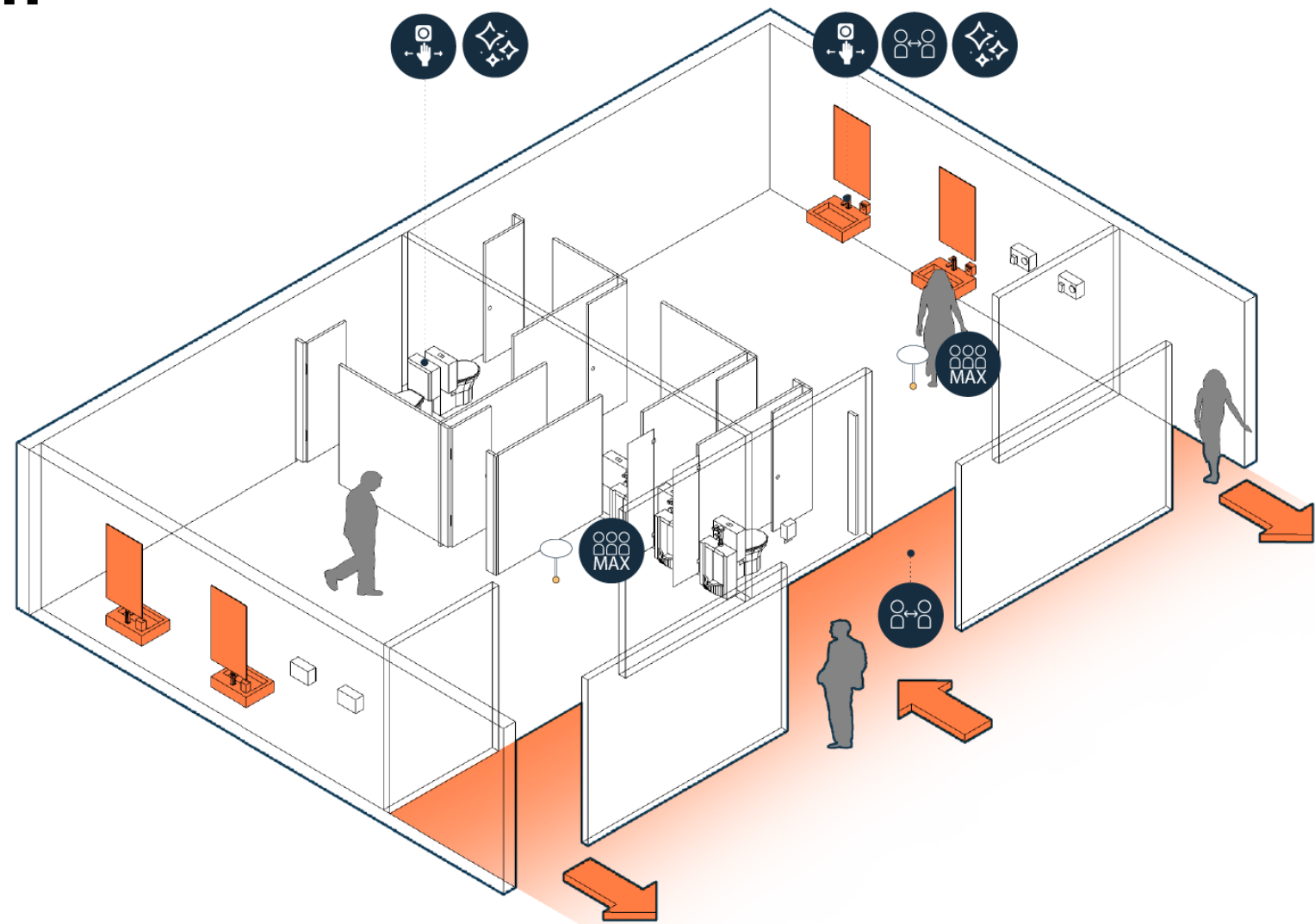
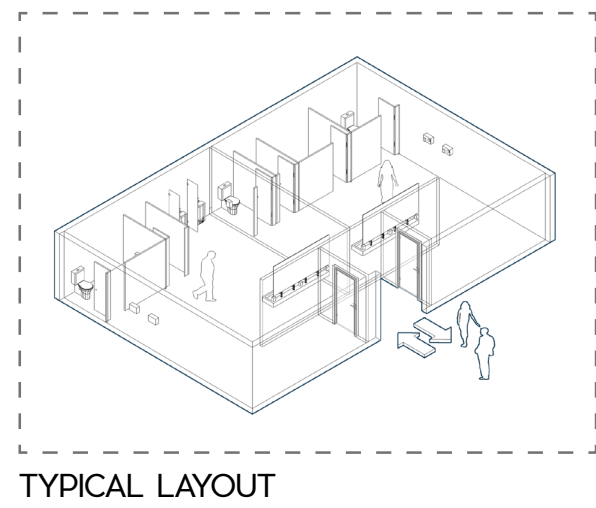
Anti Microbial Surfaces



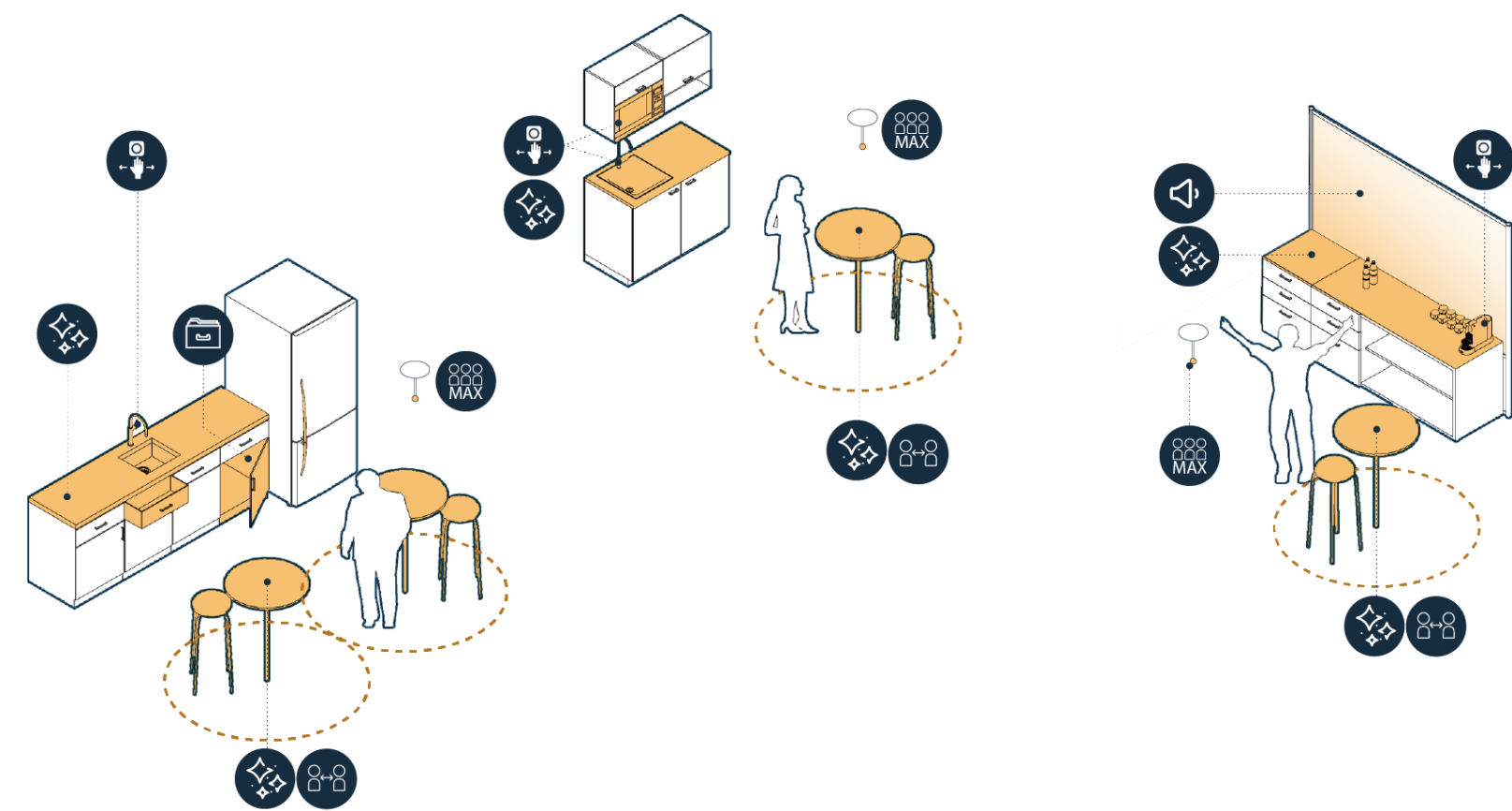
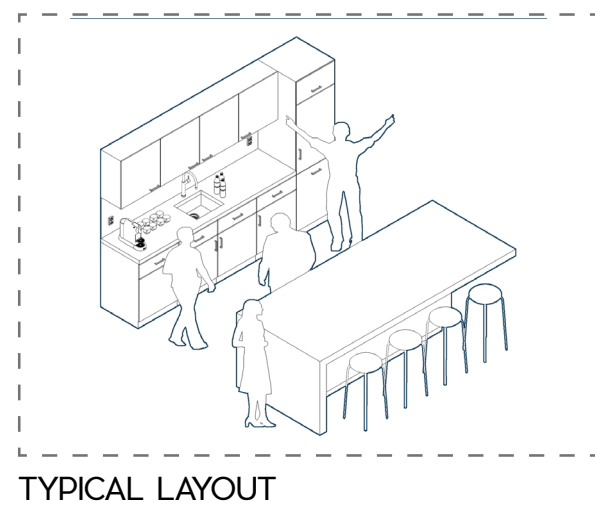
Enhanced HVAC System

# Basis for Interior Design - Common Spaces

## Washroom Diagram



## Kitchen Diagram



Touchless Operation



Exit / Entrance



Travel Direction (One Way)



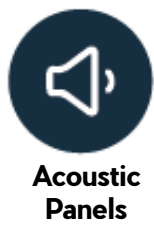
Regular Sanitation



Social Distancing



Occupancy Sensor



Acoustic Panels



Integrated AV System



Sanitation Station



Pre-Screening



Face Masks Required



Repurpose as Storage



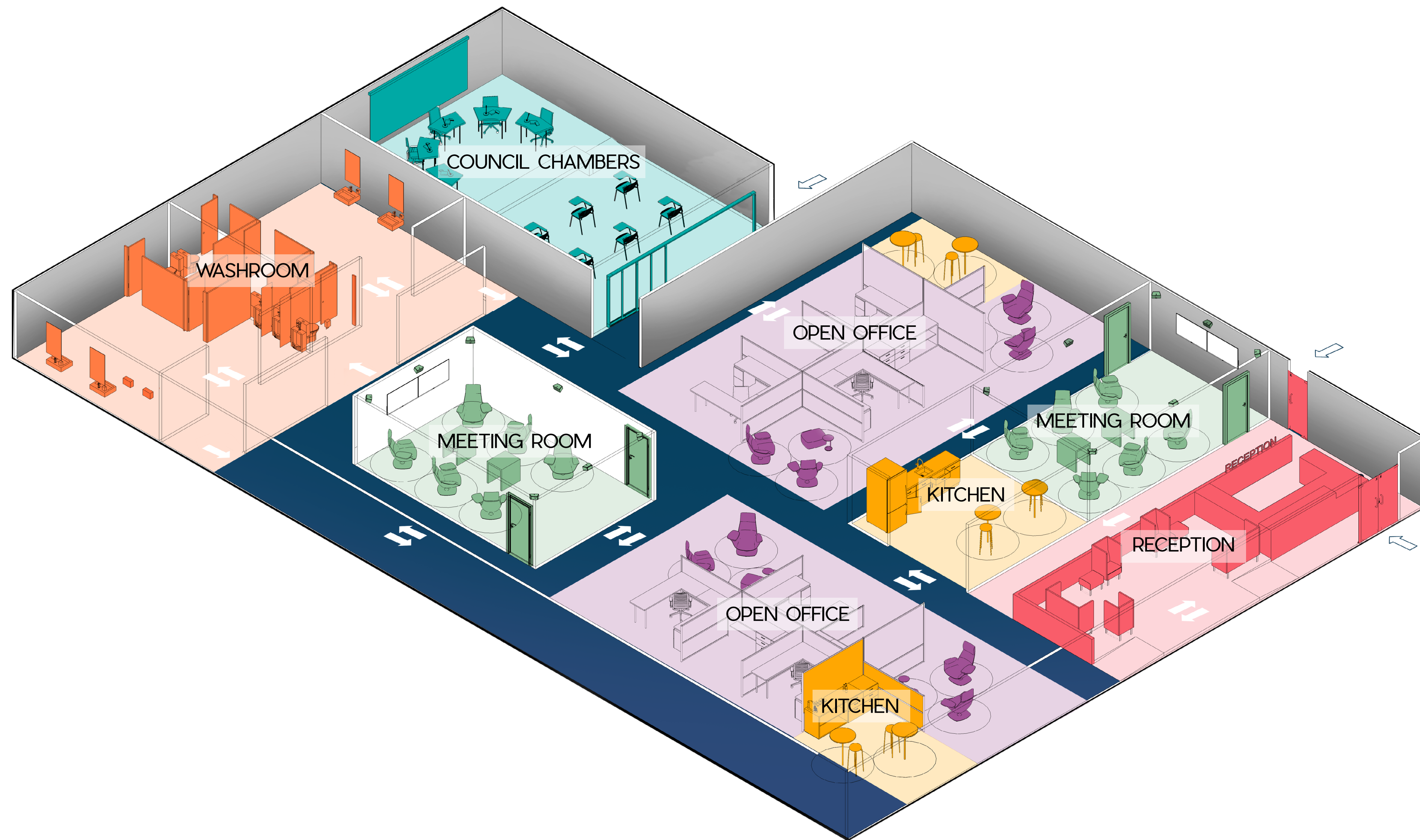
Anti Microbial Surfaces



Enhanced HVAC System



# Basis for Interior Design - Overall Floor Plate





# Accessibility

7.0 ACCESSIBILITY IN THE WORKPLACE

On June 13, 2005, the *Accessibility for Ontarians with Disabilities Act, 2005* (AODA) received Royal Assent and is now law. The purpose of the AODA 2005 is to benefit all Ontarians by developing, implementing and enforcing accessibility standards in order to achieve accessibility for Ontarians with disabilities by 2025. A disability is any restriction or incapacity that prevents one from doing something.



A disability can be visible or invisible, for example:

- Mobility - People requiring the use of a mobility device (wheelchair or scooter), an assistive device (cane/crutch or walker) or persons of short stature.
- Sensory - People experiencing deficits in sight, hearing or smell.
- Coordination - People with multiple sclerosis, arthritis or pregnant women.
- Strength and endurance - People with heart conditions or breathing difficulties.
- Cognitive - People who experience memory loss or have an intellectual disability.

Planning For Accessibility: Key Points

7.1 General

- The goal of renovations should be to provide universal access for all people, including all ages and abilities, an overall functional environment, which will benefit everyone and offer equal opportunity to employment, community services and volunteer experiences.
- Design considerations should include accommodation of the needs of persons with mobility/agility impairments, sensory impairments, co-ordination impairments, strength/endurance impairments and cognitive impairments.

7.2 Accessible Routes

- The minimum turning radius required by most mobility devices is 1500 mm (5'). Appropriate maneuvering space should be available in areas such as landings, at intervals along longer paths and within any room type (washrooms, offices, meeting rooms).

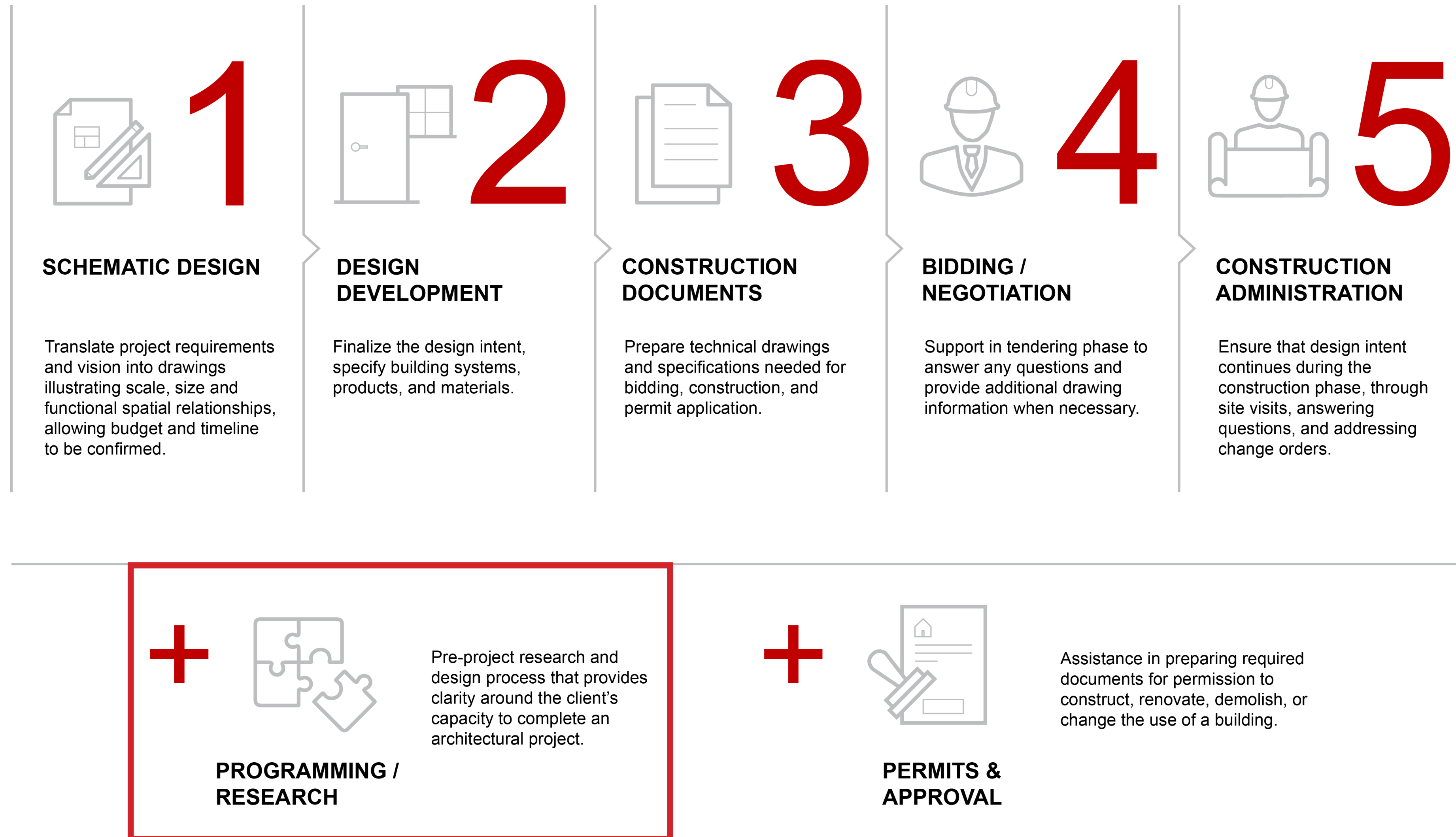
7.3 Accessible Entrances

- Main entrances should provide barrier-free access. However, where it is not possible to alter these entrances, an alternate accessible entrance may be provided in conjunction with the above accessible routes and parking.
- It is recommended that access be provided to main accessible entrances by both ramps and stairs with handrails.
- Ramp slopes should be a maximum of 1:12. Slopes of 1:16 to 1:20 are easier for most people to negotiate. That is: for every 1" of vertical rise, 12" of horizontal ramp is required (e.g. a 5" step would require a 60" ramp to be built).





# Next Steps



fabrik



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Report No: CP 2021-312  
**COMMUNITY PLANNING**  
 Council Date: October 25, 2021

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

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

## **Application for Zone Change**

### **ZN 7-21-13 – Town of Tillsonburg Non-Profit Housing Corporation**

#### **REPORT HIGHLIGHTS**

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- The application for Zone Change proposes to rezone the subject property from 'Minor Institutional Zone (IN1)' to 'Special Low Density Residential Type 3 Zone (R3-sp)' to facilitate the development of a multiple unit dwelling consisting of 18 apartment dwelling units, through the re-use of the existing vacant building and a proposed addition.
- Planning staff are recommending that the application be supported, as it is consistent with the policies of the Provincial Policy Statement and complies with the relevant policies of the Official Plan respecting intensification and provision of affordable housing within the Town of Tillsonburg.

#### **DISCUSSION**

---

##### **Background**

##### OWNER/ APPLICANT

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

##### LOCATION:

The subject property is described as Lots 688, 690, Part Lots 687, 689, & 715, Plan 500, in the Town of Tillsonburg. The lands are located on the west side of Victoria Street, between Ann Street and Concession Street West, and are municipally known as 31 Victoria Street.

COUNTY OF OXFORD OFFICIAL PLAN:

Existing:

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

TOWN OF TILLSONBURG ZONING BY-LAW NO.3295:

Existing Zoning: Minor Institutional Zone (IN1), within the LPRCA Regulation Limit

Proposed Zoning: Special Low Density Residential Type 3 Zone (R3-sp)

PROPOSAL:

The application for Zone Change proposes to rezone the subject lands to 'Special Low Density Residential Type 3 Zone (R3-sp)' to facilitate the development of a multiple unit dwelling consisting of 18 dwelling units through the re-use of the existing vacant building and a proposed 1,115 m<sup>2</sup> (12,000 ft<sup>2</sup>) addition to the existing building.

The subject property has a lot area of 6,339 m<sup>2</sup> (1.6 ac) and contains an existing building with an approximate area of 475 m<sup>2</sup> (5,113 ft<sup>2</sup>) that was formerly used as a place of worship. The area west of the building consists of ravine lands and is wooded, and the remaining area of the site is a paved parking area with landscaped planting strips and fencing along the boundary of adjacent properties.

In response to a call for proposals for affordable housing projects, Town of Tillsonburg Non-Profit Housing proposes to re-use the existing building and construct an addition to create 18 dwelling units, predominantly geared for seniors. A January 2021 Canadian Mortgage and Housing Corporation (CMHC) report estimated the average monthly market rent in Tillsonburg to be \$678 for a bachelor apartment, \$846 for an one bedroom apartment, and \$992 for a two bedroom apartment.

Surrounding land uses include low density residential uses to the north, south and east, with ravine lands and institutional uses (Glendale High School) to the west.

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

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

Plate 3, Applicant's Sketch, depicts the proposed location and site design of the development.



## **Application Review**

### PROVINCIAL POLICY STATEMENT:

The 2020 Provincial Policy Statement (PPS) provides policy direction on matters of provincial interest related to land use planning and development. Under Section 3 of the Planning Act, where a municipality is exercising its authority affecting a planning matter, such decisions “shall be consistent with” all policy statements issued under the Act.

Section 1.1.1 provides that healthy liveable and safe communities are sustained by accommodating an appropriate range and mix of residential housing (including additional units, affordable housing, and housing for older persons) to meet long-term needs, and promoting cost-effective development that minimizes land consumption and servicing costs.

Section 1.1.3.1 of the PPS states that Settlement Areas will be the focus of growth and their vitality and regeneration shall be promoted. Land use patterns within settlement areas shall be based on:

- densities and mix of land uses which are appropriate for, and efficiently use the infrastructure and public service facilities which are planned or available;
- support active transportation;
- efficiently use land and resources;
- a range of uses and opportunities for intensification and redevelopment in accordance with the criteria in policy 1.1.3.3, where this can be accommodated.

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

Further, Section 1.4 Housing, specifically ss. 1.4.3, states that planning authorities shall provide for an appropriate range and mix of housing types and densities to meet projected requirements of current and future residents of the regional market area by:

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

### OFFICIAL PLAN:

The subject property is designated Low Density Residential as per Schedule T-2, Residential Density Plan for the Town of Tillsonburg, as contained in the Official Plan. The existing ravine area that is proposed to remain undeveloped is designated Environmental Protection in the Official Plan.

Section 8.2.1 of the Official Plan (Housing Development and Residential Areas - Strategic Approach) identifies a number of strategies "to provide present and future residents of Tillsonburg with a choice of adequate and affordable housing which meets their needs".

The strategies developed to achieve this goal include:

- Accommodating the present and future demand for housing in Tillsonburg through the efficient use of vacant residentially-designated lands, underutilized parcels in built-up areas and existing housing stock in all neighbourhoods, with the objective of also reducing energy consumption, decreasing the financial burden of underutilized municipal services, and relieving pressure for development of natural areas and open spaces;
- Facilitating a choice of housing type, tenure, cost and location that meets the changing needs of all types of households by providing for a variety and mix of housing throughout the Town;
- Increasing the supply of affordable housing by integrating adequate housing for low and moderate income households and those with special needs throughout the Town and establish and monitor minimum affordable housing targets to ensure that the percentage of affordable housing is maintained or enhanced;
- Promoting and facilitating the provision of affordable housing through the co-operative efforts of all levels of government, the private sector and volunteer interest groups through such means as technical assistance, land conveyances, joint ventures, regulatory measures, and incentives.

The policies contained within Section 8.2.2.2 – Tenure Mix, provides that Town Council shall encourage the creation of housing opportunities that may result in a mix of tenure forms, such as ownership, rental, and cooperative, throughout the Town. Such encouragement will include the provision of opportunities for the development of a variety of housing forms in newly developing areas and by permitting sensitive infilling and accessory apartments in built-up areas.

Policies contained within Section 8.2.2.5 – Residential Intensification and Redevelopment, promote residential intensification in appropriate locations to make more efficient use of existing land, infrastructure, and public services. Residential intensification is permitted in appropriate locations within the Residential and Central Areas of the Town, subject to complying with the policies of the associated land use designations pertaining to the density, form and scale of residential development being proposed.

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

Residential net density for lands designated Low Density Residential is between 15-30 units per hectare (6-12 units per acre) and no building shall exceed three storeys in height at street elevation. To achieve this target, a variety of lot sizes and configurations will be supported, as well as the development of low rise, multiple units and Council may consider narrower road widths and private roads within multiple unit condominium developments. The density proposed for this development is 26 units per hectare (10.1 units per acre), which is within the parameters as set out in the Low Density Residential designation.

Multiple unit dwellings such as townhouses and cluster development in the Low Density Residential designation will generally be restricted to sites which abut arterial or collector roads or are situated such that traffic impacts from the site create a minimum disturbance on local streets.

Section 8.2.4.2 - Redevelopment or Conversion of Non-Residential Buildings of the Official Plan provides that conversions of non-residential buildings to residential use will be subject to the following policies:

- Redevelopment including any new buildings or additions will be in keeping with the height, density, and use policies of the Low Density Residential area.
- The range of residential uses permitted in a particular location by the policies pertaining to Low Density Residential area may be expanded, without amendment to the Official Plan, by Town Council, where a non-residential use is being converted to residential use through an amendment to the Zoning By-Law.
- Any enlargements or extensions to existing buildings will respect the height, bulk, scale and setbacks of adjacent residential uses and shall not adversely impact adjacent residential uses in terms of light, views, privacy or traffic.
- Landscaping, privacy screening or other appropriate measures will be incorporated into the development to provide an adequate buffer to minimize impacts and to maintain the low density character of the surrounding residential areas.
- Vehicular traffic generated from the redevelopment will create minimal impact on local streets.
- Existing municipal services and community facilities will be adequate to accommodate the development and its residents.
- Adequate off-street parking and outdoor amenity areas will be provided.
- Conversions which result in the preservation and/or upgrading of buildings considered by Town Council to be of architectural or historical significance may be permitted to exceed the density limitations of Low Density Residential areas subject to the policies of Section 10.3.10.
- The effect of the proposed development on environmental resources and the effects of any environmental constraints on the proposed development will be addressed and mitigated in accordance with Section 3.2.

#### TOWN OF TILLSONBURG ZONING BY-LAW:

The subject property is currently zoned 'Minor Institutional Zone (IN1)', according to the Town of Tillsonburg Zoning By-law. The IN1 zone permits a place of worship and accessory uses thereto.

The applicant is proposing to rezone the subject property to 'Special Low Density Type 3 Zone (R3-sp)' to facilitate the development of a single storey multiple unit dwelling, consisting of 18 apartment units.

A multiple unit dwelling is defined as a dwelling consisting of three or more dwelling units, which are horizontally and/or vertically attached, which may be entered from an independent entrance directly from the outside or from an internal common space or an access balcony and in which 50% or more of dwelling units have direct access to grade or a roof terrace. A multiple unit dwelling includes a triplex, a fourplex, a sixplex and a townhouse, but shall not include a street fronting townhouse or apartment dwelling. The proposed building is not considered an apartment dwelling, as the proposed building is only one storey in height.

The proposal requires relief of Section 8.2 to permit 18 units within the multiple unit dwelling rather than the maximum 4 units that are permitted.

The purpose of the maximum number of dwellings per building provision of the Zoning By-Law is to ensure that the density of the development is appropriate, and there is sufficient space for parking, amenity areas, access, and a suitable building envelope to ensure the development will function appropriately.

Section 5.24.2.1 of the Zoning By-Law requires 1.5 parking spaces per dwelling unit, or 27 parking spaces for the 18 proposed apartment dwellings, including 2 accessible parking spaces. The 1.5 spaces per dwelling unit includes visitor parking requirements. Parking areas are required to be at least 1.5 m (5 ft) from interior lot lines. The applicant's proposal appears to satisfy the parking requirements of the By-law.

AGENCY COMMENTS:

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

Town of Tillsonburg Building Services indicated that as the proposed layout of the addition has not been provided, zoning compliance cannot be determined. Future relief may be required if the addition does not comply with the zoning provisions. The project will be subject to site plan control.

Oxford County Public Works Department indicated that they had no comments on the zoning by-law amendment. As part of the future site plan submission, the applicant should note the following:

- The existing servicing laterals may be undersized for the proposed development and should be reviewed.
- The applicant should prepare a Functional Servicing Report which outlines the development's proposed water (average day, maximum day, fire flows) and wastewater generation (avg day, peak hour) including rationale.
- A private hydrant may be required due to the location of existing hydrants and the setback of the building. Applicant is required to review this.

Town of Tillsonburg Engineering Services Department indicated that matters such as lot grading, servicing, drainage, and stormwater management will be addressed at the site plan stage.

Town of Tillsonburg Fire and Rescue Services and Director of Recreation, Culture and Parks indicated they have no comments or concerns.

Town Development Commissioner provided the following comments:

The addition of 18 residential units of Affordable Housing will help address the current shortage of this type of housing in the community. While the proposed use is for a higher density than the surrounding uses, there are a number of reasons that are supportive of this rezoning. These include the location of the property just north of a major arterial (Concession St), the proximity to the downtown, Lake Lisgar, community/seniors' centre, all of which are within walking distance of this location, the natural ravine to the rear and sides of the property, which acts as a natural buffer, and the institutional use to the rear.

Other considerations include the lack of supply of virtually any type of residential parcels in the Town of Tillsonburg. Considering other type uses that could potentially try to re-use this property, the proposed re-use for an Affordable Housing, seniors complex, seems desirable.

PUBLIC CONSULTATION:

Notice of complete application and notice of public meeting regarding this application were circulated to surrounding property owners within 120 m (400') on September 16, 2021 & October 6, 2021, respectively.

One letter of concern from an adjacent property owner was received, expressing concerns with the irregular property boundaries of the subject property. The letter is included as an attachment to this report for Council's consideration.

## **Planning Analysis**

The application for Zone Change proposes to rezone the lands to 'Special Low Density Residential Type 3 Zone (R3-sp)' to facilitate the development of a multiple unit dwelling, consisting of 18 dwelling units.

The proposed development of the subject lands will provide more housing choice for the residents of Tillsonburg and is considered to be an efficient use of the lands, municipal services and infrastructure. It is the opinion of this Office that the subject application is consistent with the housing, intensification, and redevelopment policies of the PPS. Additionally, staff are of the opinion that this proposal will assist in providing a mix of housing types and tenures for current and future residents of the Town.

The proposal complies with the policies contained within Section 8.2.2.2 of the Official Plan that encourage the creation of housing opportunities that may result in a mix of tenure forms, such as ownership, rental, and cooperative, throughout the Town. The proposal is also consistent with the policy direction within Section 8.2.2.5 that promotes residential intensification in appropriate locations to make more efficient use of existing land, infrastructure, and public services.

The Official Plan recognizes the importance of increasing the supply of affordable housing within Tillsonburg and directs that the Town may consider the use of reduced municipal infrastructure requirements and lot standards on a site-specific basis to facilitate the delivery of affordable housing provided that the use of such measure continues to meet the overall objectives of the Plan.

The subject lands comprise approximately 6,339 m<sup>2</sup> (1.6 ac) and the applicant's proposal is to develop 18 residential units on the site by converting the existing building on the subject lands and the construction of an addition to the existing building. As such, the proposal constitutes a net residential density of 26 units per hectare (10.1 units per acre) which is within the maximum permitted density of the Low Density Residential designation of 30 units/ha (12 units/ac).

The proposed conversion of the existing building formerly used as a place of worship complies with the Low Density Residential policies as outlined in Section 8.2.4 of the Official Plan as the existing building does not exceed 3 stories, is located very close to an arterial road (Concession St. W), and will make use of the existing entrance and parking areas of the former place of worship.

The Town Engineering Services Department did not require a traffic analysis or study as the overall impact of the 18 residential dwelling units on surrounding transportation network is not anticipated to exceed that experienced as a result of the peak parking demand of the former institutional use of the lands. Negative impacts on Victoria Street are expected to be minimal from the anticipated parking demand of the proposed development as the expected tenants do not have more than one vehicle and the property is in close proximity to Concession Street West, an arterial road.

No further development of the site is expected that would impact lot grading, drainage, parking areas or stormwater management. The entire site is within the Long Point Region Conservation Authority's Regulation limit, but the proposed redevelopment will only occur on the existing parking area; no impact or encroachment into the western limit or ravine area is proposed. The current appearance of the site is not expected to significantly change as a result of the residential conversion of the former institutional building and the proposed one storey addition. The development will also be subject to site plan approval, where matters such as servicing, parking, access, lot grading and drainage are required to be addressed to the satisfaction of the Town and County.

The provisions of the R3 zone permit one multiple unit dwelling consisting of 4 dwelling units, Planning staff are of the opinion that relief of this provision to permit 18 units is appropriate in this instance due to the size and shape of the subject lands. The proposed development will remain one storey in height and will remain compatible with surrounding residential development due to the location of the existing building and the fencing and landscaping that is present along adjacent property lines to the north, south, and east. The site is large enough to accommodate all required parking, and will remain within the permitted density parameters as set out in the Low Density Residential Designation.

In light of the foregoing, this Office is satisfied that the applicant's proposal to rezone the subject lands to facilitate the development of a multiple unit dwelling containing 18 units is consistent with the PPS and maintains the general intent and purpose of the Official Plan.

## **RECOMMENDATION**

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It is recommended that the Council of the Town of Tillsonburg approve the zone change application submitted by Town of Tillsonburg Non-Profit Housing Corporation, whereby the lands described as Lots 688, 690, Part Lots 687, 689, & 715, Plan 500, known municipally as 31 Victoria Street are to be rezoned from 'Minor Institutional Zone (IN1)' to 'Special Low Density Residential Type 3 Zone (R3-sp)' to facilitate the development of an affordable housing project consisting of 18 dwelling units.

## **SIGNATURES**

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**Authored by:**

Eric Gilbert, MCIP RPP  
Senior Planner

**Approved for submission:**

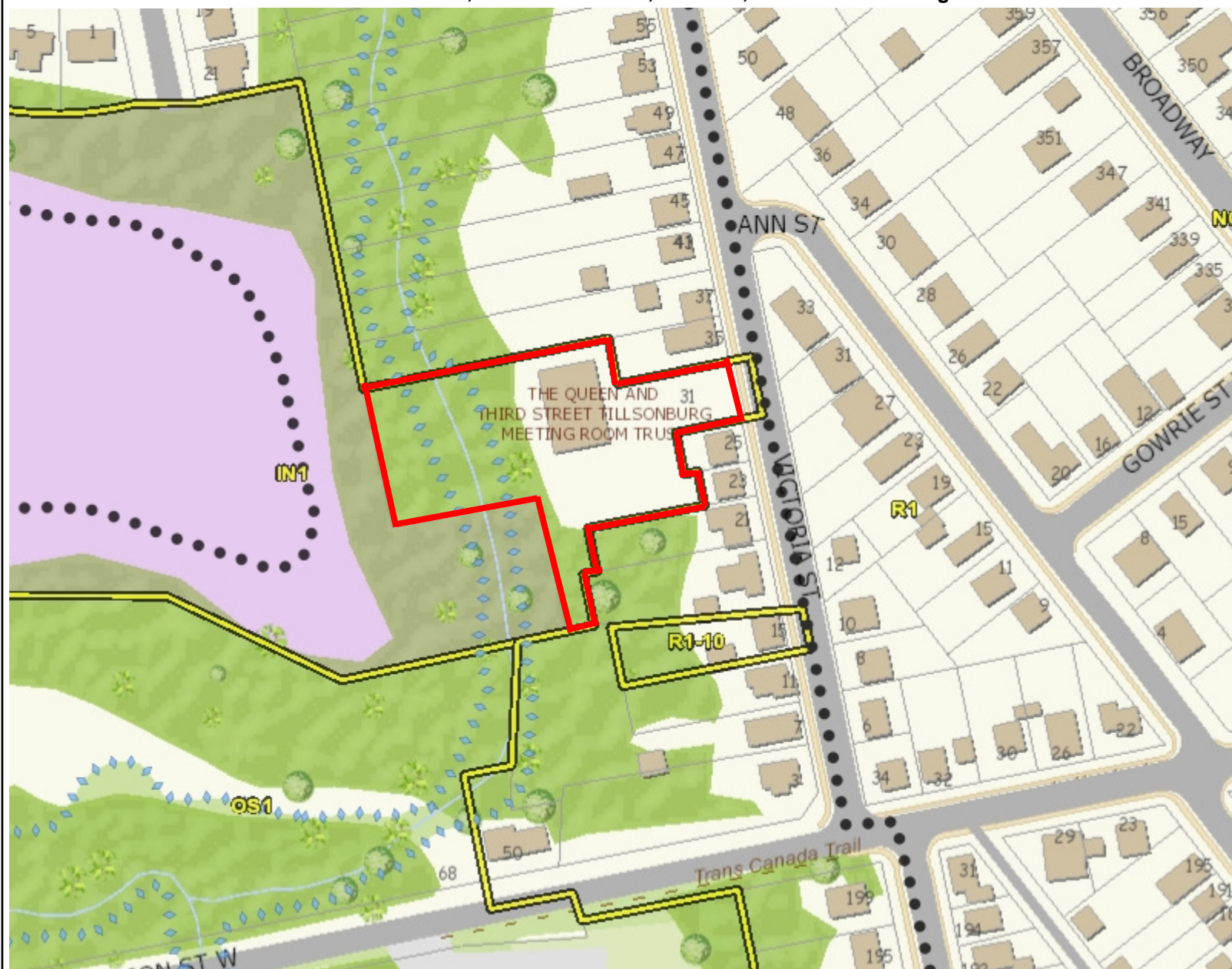
Gordon K. Hough, RPP  
Director



# Plate 1 - Location Map with Existing Zoning

File No.: ZN 7-21-13 - Town of Tillsonburg Non-Profit Housing Corp

Lots 715 & 690, Part Lots 687-689, Plan 500, Town of Tillsonburg- 31 Victoria Street



## Legend

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

## Notes



0 51 102 Meters

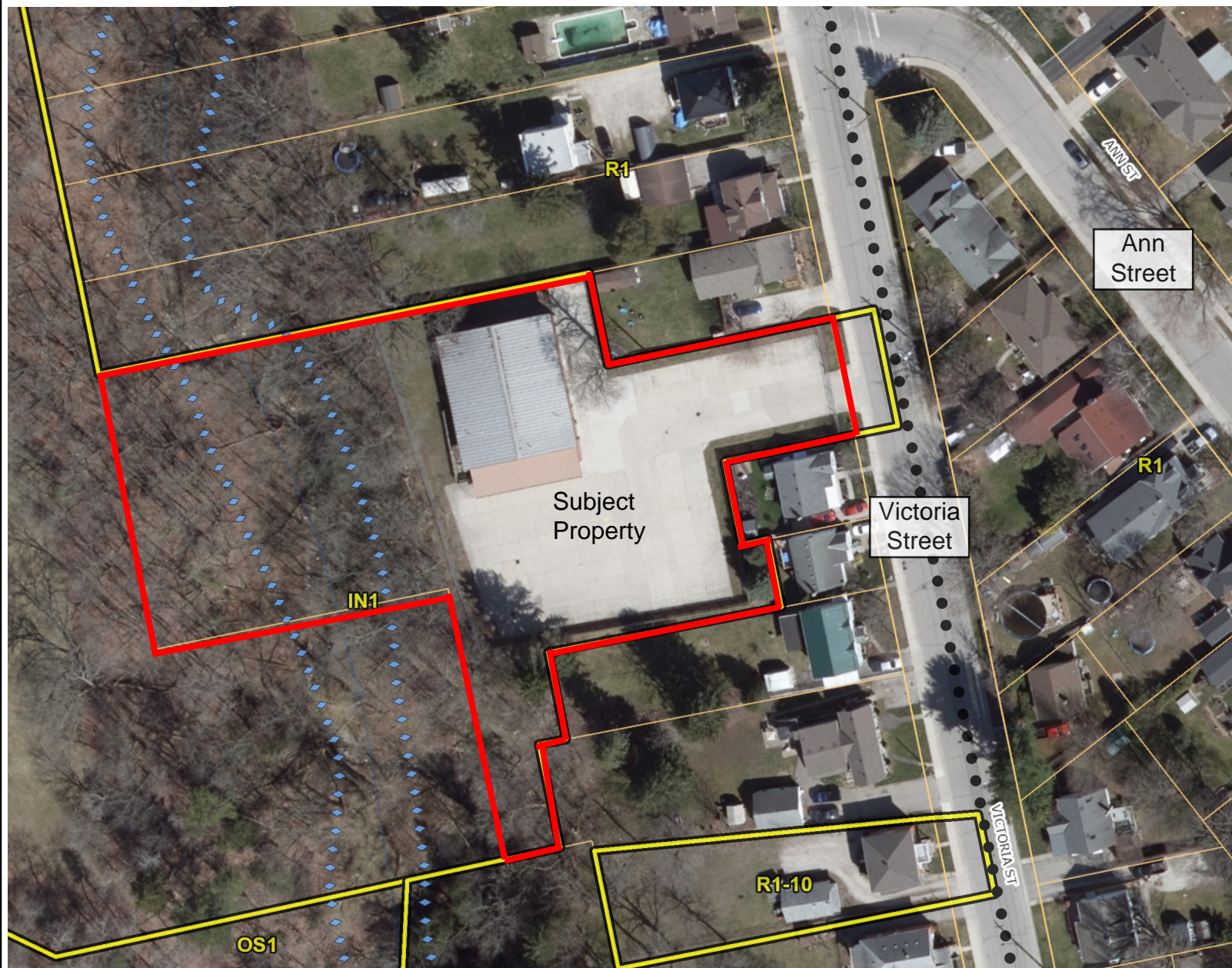
NAD\_1983\_UTM\_Zone\_17N



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

September 8, 2021

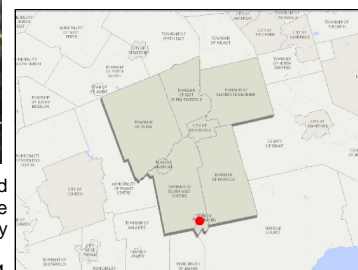




### Legend

- 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 26 51 Meters

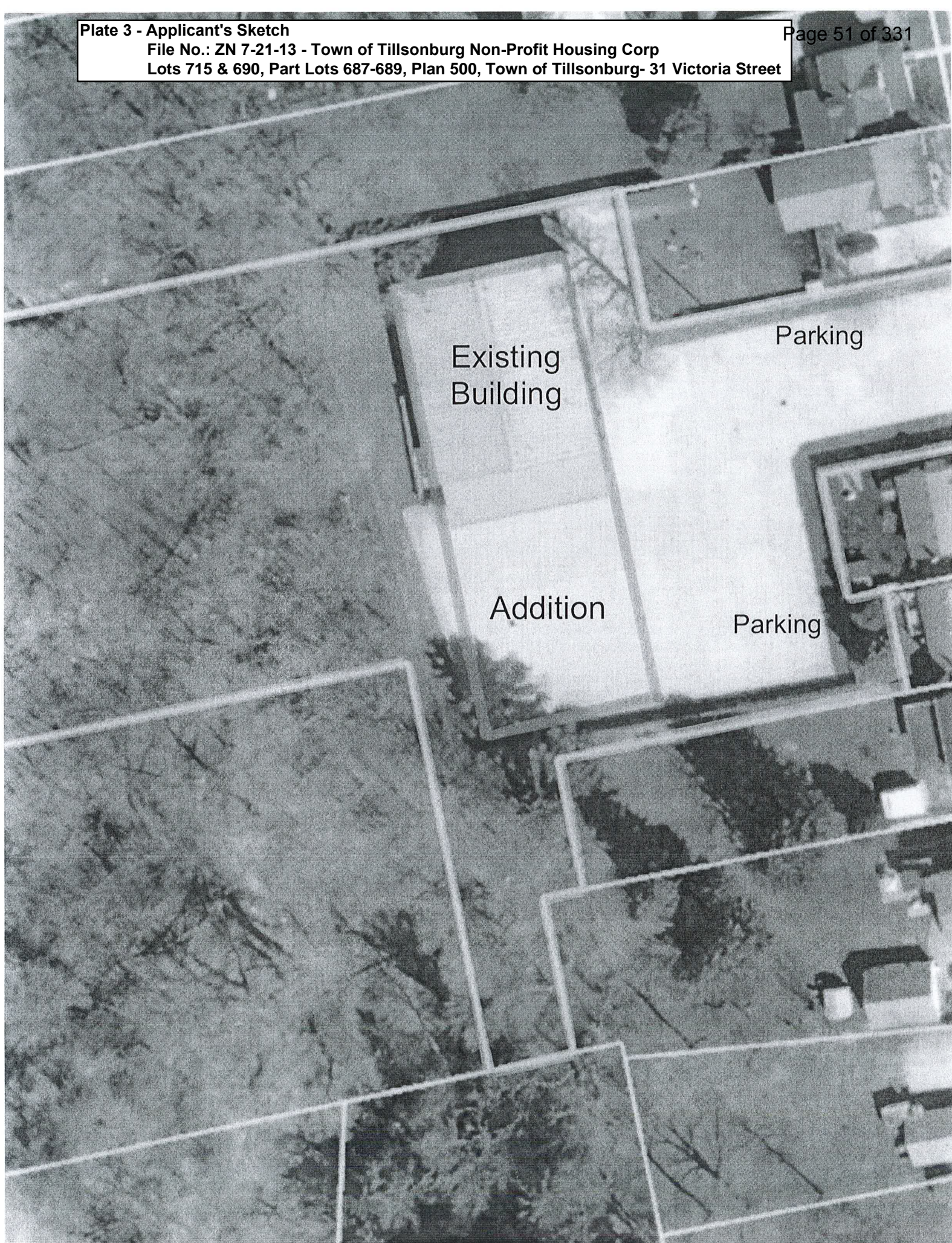
NAD\_1983\_UTM\_Zone\_17N



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September 8, 2021







**From:** [Richard Martin](#)  
**To:** [Planning](#)  
**Subject:** File ZN 7-21-13  
**Date:** October 6, 2021 4:26:21 PM

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

With regard to the rezoning application for the parcel known municipally as 31 Victoria Street, Tillsonburg:

This parcel of land has a fairly complex history, as a result of which many of the property lines are inconsistent with border fencing which has been in place for decades. I'd like to suggest that, as part of (or concurrent with) the rezoning, the legal property lines be made consistent with the practical property lines as defined by the existing fences. This would have no effect on the utility of the property for its intended use, and would simplify matters for several adjacent landowners.

Thanks very much.

Richard J. Martin  
35 Victoria Street  
Tillsonburg ON N4G 3Z5

226-504-8121

--

*Rick Martin*

FILE NO: ZN7-21-13

DATE RECEIVED: Sept 1/21

**TOWN OF TILLSONBURG**  
**APPLICATION FOR ZONE CHANGE**

**1. Registered Owner(s):**

Name: TILLSONBURG NONPROFIT HOUSING Phone: Residence: \_\_\_\_\_  
Address: P.O. BOX 203 TILLSONBURG Business: 519 842 4890  
Postal Code: N4G 4H5 E-mail: TOTIL @ GOLDEN . NET  
Fax: 519 842 2918

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

Name: \_\_\_\_\_ Phone: Residence: \_\_\_\_\_  
Address: \_\_\_\_\_ Business: \_\_\_\_\_  
Postal Code: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Fax: \_\_\_\_\_

**Solicitor or Agent (if any):**

Name: \_\_\_\_\_ Phone: Business: \_\_\_\_\_  
Address: \_\_\_\_\_ Fax: \_\_\_\_\_  
Postal Code: \_\_\_\_\_ E-mail: \_\_\_\_\_

All communications will be sent to those listed above. If you **do not** wish correspondence to be sent to the

☐ Owner, ☐ Applicant, or ☐ Solicitor/Agent, please specify by checking the appropriate box.

Name and address of any holders of any mortgage, charges or other encumbrances (if known):  
\_\_\_\_\_

**2. Subject Land(s):**

**a) Location:**

Municipality TILLSONBURG former municipality \_\_\_\_\_  
Concession No. \_\_\_\_\_ Lot(s) \_\_\_\_\_  
Registered Plan No. 500 Lot(s) 715, 690, PT 687, 688, 689  
Reference Plan No. \_\_\_\_\_ Part(s) \_\_\_\_\_  
The proposed lot is located on the WEST side of VICTORIA Street, lying between  
CONCESSION Street and GLENDALE Street.  
Street and/or Civic Address (911#): 31 VICTORIA ST.

**b) Official Plan Designation:**

Existing: RESIDENTIAL - LOW DENSITY  
Proposed: RESIDENTIAL - LOW DENSITY

If the proposed designation is different than the existing designation, has an application for Official Plan Amendment been filed with the County of Oxford? ☒ No ☐ Yes

c) Zoning: Present: INI  
Proposed: RESIDENTIAL R3-SP

d) Uses: Present: RELIGIOUS GATHERING HALL  
Proposed: (Include description) 18 UNIT APARTMENT BUILDING - AFFORDABLE HOUSING FOR SENIORS. EXISTING BUILDING TO BE CONVERTED TO 8 UNITS AND 10 IN NEW ADDITION.

### 3. Buildings/Structures:

For all buildings/structures, either existing or proposed on the subject lands, please supply the following information:

#### Existing/Proposed

Use:

Date Constructed (if known):

Floor Area:

Setbacks:

Front lot line

Side lot lines

Rear lot line

☐ None Existing

Building 1

MEETING HALL

1985

4800 SQ FT

SEE ATTACHED

☐ None Proposed

Building 2

RESIDENTIAL APARTMENTS

12000 SQ FT

Please complete for residential, commercial/industrial or institutional uses.

	RESIDENTIAL	COMMERCIAL/ INDUSTRIAL	INSTITUTIONAL
TYPE Apt., semi, townhouse, retail, restaurant, church, etc.	<u>APARTMENTS</u>		
# OF UNITS	<u>18</u>		<u>N/A</u>
CONVERSION/ADDITION TO EXISTING BUILDING Describe	<u>CONVERSION - 8</u> <u>ADDITION - 10</u>		
TOTAL # OF UNITS/BEDS	<u>N/A</u>	<u>N/A</u>	
FLOOR AREA by dwelling unit or by type (office, retail common rooms, etc.)			
OTHER FACILITIES (playground, underground parking, pool, etc.)			
# OF LOTS (for subdivision)			<u>N/A</u>
SEATING CAPACITY (for restaurant, assembly hall, etc.)	<u>N/A</u>		
# OF STAFF	<u>N/A</u>		
OPEN STORAGE REQUIRED?	<u>N/A</u>		<u>N/A</u>
ACCESSORY RESIDENTIAL USE?	<u>N/A</u>	If accessory residential use, complete residential section	If accessory residential use, complete residential section

### 4. Site Information (proposed use(s): SEE ATTACHED)

Lot Frontage	_____	Exterior Side Yard (corner lot)	_____
Lot Depth	_____	Landscaped Open Space (%)	_____
Lot Area	_____	No. of Parking Spaces	_____
Lot Coverage	_____	No. of Loading Spaces	_____
Front Yard	_____	Building Height	_____
Rear Yard	_____	Width of Planting Strip	_____
Interior Side Yard	_____	Driveway Width	_____

**5. Services:** (check appropriate box)

		Existing	Proposed
<b>Water supply</b>	Publicly owned and operated piped water system	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Privately owned and operated individual well	<input type="checkbox"/>	<input type="checkbox"/>
	Other (specify) _____	<input type="checkbox"/>	<input type="checkbox"/>
<b>Sewage Disposal</b>	Publicly owned and operated sanitary sewer system	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Privately owned and operated individual septic tank	<input type="checkbox"/>	<input type="checkbox"/>
	Other (specify) _____	<input type="checkbox"/>	<input type="checkbox"/>
<b>Storm Drainage</b>	Municipal Sewers <input checked="" type="checkbox"/> Ditches <input checked="" type="checkbox"/>		
	Municipal Drains <input checked="" type="checkbox"/> Swales <input checked="" type="checkbox"/>		

**6. Access:**

Provincial Highway	<input type="checkbox"/>	Unopened Road Allowance	<input type="checkbox"/>
County Road	<input type="checkbox"/>	Right-of-Way owned by _____	<input type="checkbox"/>
Municipal Road maintained all year	<input checked="" type="checkbox"/>	Other (specify) _____	<input type="checkbox"/>
Municipal Road seasonally maintained	<input type="checkbox"/>		

**7. General Information:**

a) Is the Subject Land the subject of regulations for flooding or fill and construction permits of the Long Point Region Conservation Authority? ☒ No ☒ Yes

If yes, has an Application been filed with the Conservation Authority? ☐ No ☐ Yes

b) Present land use(s) of adjacent properties:  
SCHOOL, GREEN SPACE SINGLE FAMILY, DUPLEX + TRIPLEX

c) Characteristics of subject land (check appropriate space(s) and add explanation, if necessary)

(i) Does the land contain environmental features such as wetlands, woodlots, watercourses, etc.?  
☐ No ☒ Yes If yes, describe REAR RAVINE WITH CREEK AND FORESTED AREA

(ii) Has any part of the land been formally used for any purpose other than agricultural purposes?  
☐ No ☒ Yes

If yes, describe former use:  
RELIGIOUS MEETING HALL

**8. Historical Information:**

a) Is the subject land the subject of a current Application for Consent to the Oxford County Land Division Committee or a current application for draft plan of subdivision to the County of Oxford?  
☒ No ☐ Yes → Application No. \_\_\_\_\_

b) Have the subject land(s) ever been the subject of any other application under the Planning Act, such as an application for approval of an Official Plan amendment, a zoning by-law amendment, a Minister's Zoning Order amendment, consent, a minor variance, or approval of a plan of subdivision?  
☐ No ☒ Unknown  
☐ Yes → File No. \_\_\_\_\_ Status/Decision \_\_\_\_\_

c) If known, the date the subject land was acquired by the owner? \_\_\_\_\_

d) If known, the length of time that the existing uses of the subject land have continued? 50+ YEARS



Authorization of Owner(s) for Applicant/Agent to Make the Application		
I/We, <u>TTNPHC</u>	am/are the owner(s) of the land that is the subject of this application for zone change and I/We authorize <u>MICHAEL CLARKSON</u> to make this application on my/our behalf.	
Date <u>8/25/21</u>	Signature of Owner(s) _____	Signature of Owner(s) _____

THIS SECTION TO BE COMPLETED IN THE PRESENCE OF A COMMISSIONER FOR TAKING AFFIDAVITS		
I/We <u>MICHAEL CLARKSON</u>	of the <u>Town</u>	
of <u>Tillsonburg</u>	in the <u>County</u> of <u>Oxford</u> .	
DO SOLEMNLY DECLARE THAT: All of the prescribed information contained in this application is true and that the information contained in the documents that may accompany this application is true and I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the <u>Canada Evidence Act</u> .		
DECLARED before me at the <u>Town</u>	Owner(s)/Applicant _____	
of <u>Tillsonburg</u>	Owner(s)/Applicant _____	
County of <u>Oxford</u>		
this <u>30th</u> day of <u>August</u> 20 <u>21</u>		
<u>Janet P. Weaver</u>		
A Commissioner for Taking Affidavits	<b>JANET PATRICIA WEAVER,</b> a Commissioner, etc., Province of Ontario, for the Corporation of the Town of Tillsonburg.  <b>Expires: April 22, 2023.</b>	

**Notes:**

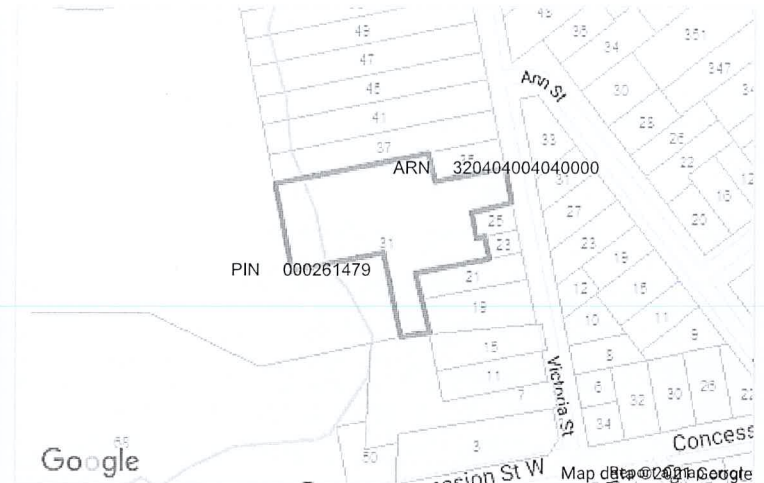
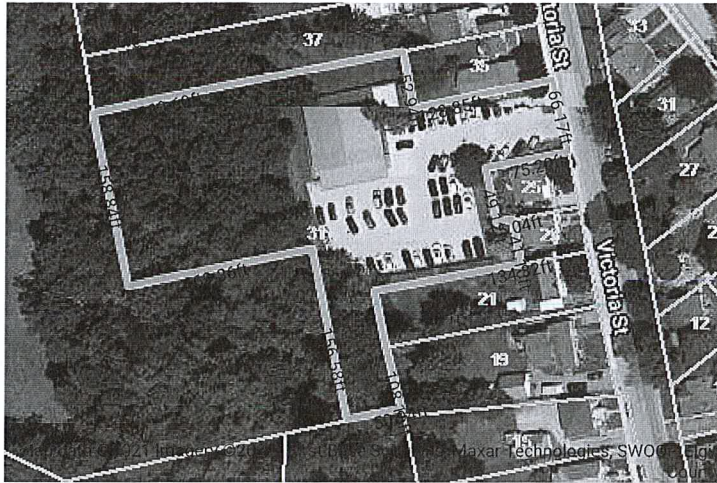
- Applications will not be considered complete until all requested information has been supplied.
- It is required that **one original** of this application (including the sketch/site plan) be filed, accompanied by the applicable fee of **\$1,500.00** in cash or cheque, payable to the **Treasurer, Town of Tillsonburg**. A fee of \$2,850.00 will be charged if an application is required 'after the fact' (after the use has occupied the site).

**Municipal Freedom of Information and Protection of Privacy Act – Notice of Collection & Disclosure**

The collection of personal information on this form is legally authorized under Sec.34 of the *Planning Act* and O.Reg.545/06 for the purpose of processing your planning application. Questions about this collection should be directed to the Director of Community Planning at the County of Oxford, 21 Reeve St., P.O. Box 1614, Woodstock, ON N4S 7Y3 or at 519-539-9800 (ext.3207).

Pursuant to Sec.1.0.1 of the *Planning Act*, and in accordance with Sec.32(e) of the *Municipal Freedom of Information and Protection of Privacy Act*, it is the policy of the County of Oxford to make all planning applications and supporting material available to the public.

## Site & Structure



### Lot Size

Area: 69,803.89 ft<sup>2</sup> (1.602 ac) Perimeter: 1,489.50 ft

Measurements: 283.60 ft x 158.84 ft x 169.36 ft x 156.58 ft x 50.94 ft x 108.15 ft x 134.82 ft x 41.10 ft x 15.04 ft x 49.12 ft x 75.20 ft x 66.17 ft x 128.85 ft x 52.94 ft

Lot Measurement Accuracy: LOW ⓘ

### Assessment 1

ARN : 320404004040000

### Site

Frontage: 67.00 ft

Depth: N/A

### Structure

Property Description: Place of worship - without a clergy residence

Property Code: 701

Phased-In Value [Click to purchase the 4-year Phase-in Report](#)

Assessed Value

\$394,000

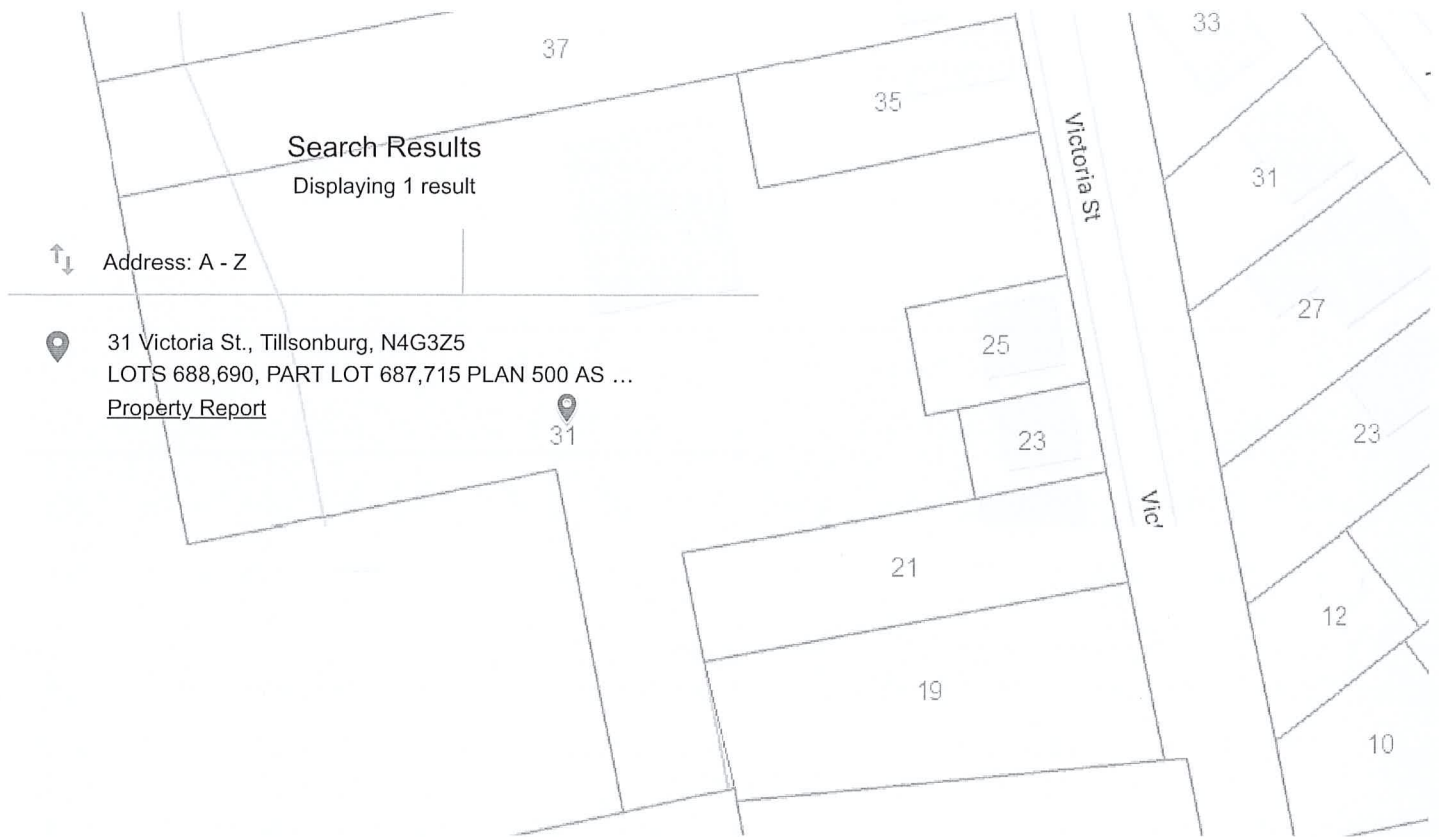
Based on Jan 1, 2016

749,900

## Valuation & Sales

### Sales History

Sale Date	Sale Amount	Type	Party To	Notes
Sep 22, 2020	\$555,000	Transfer By Religious Organization	2117846 ONTARIO INC.;	



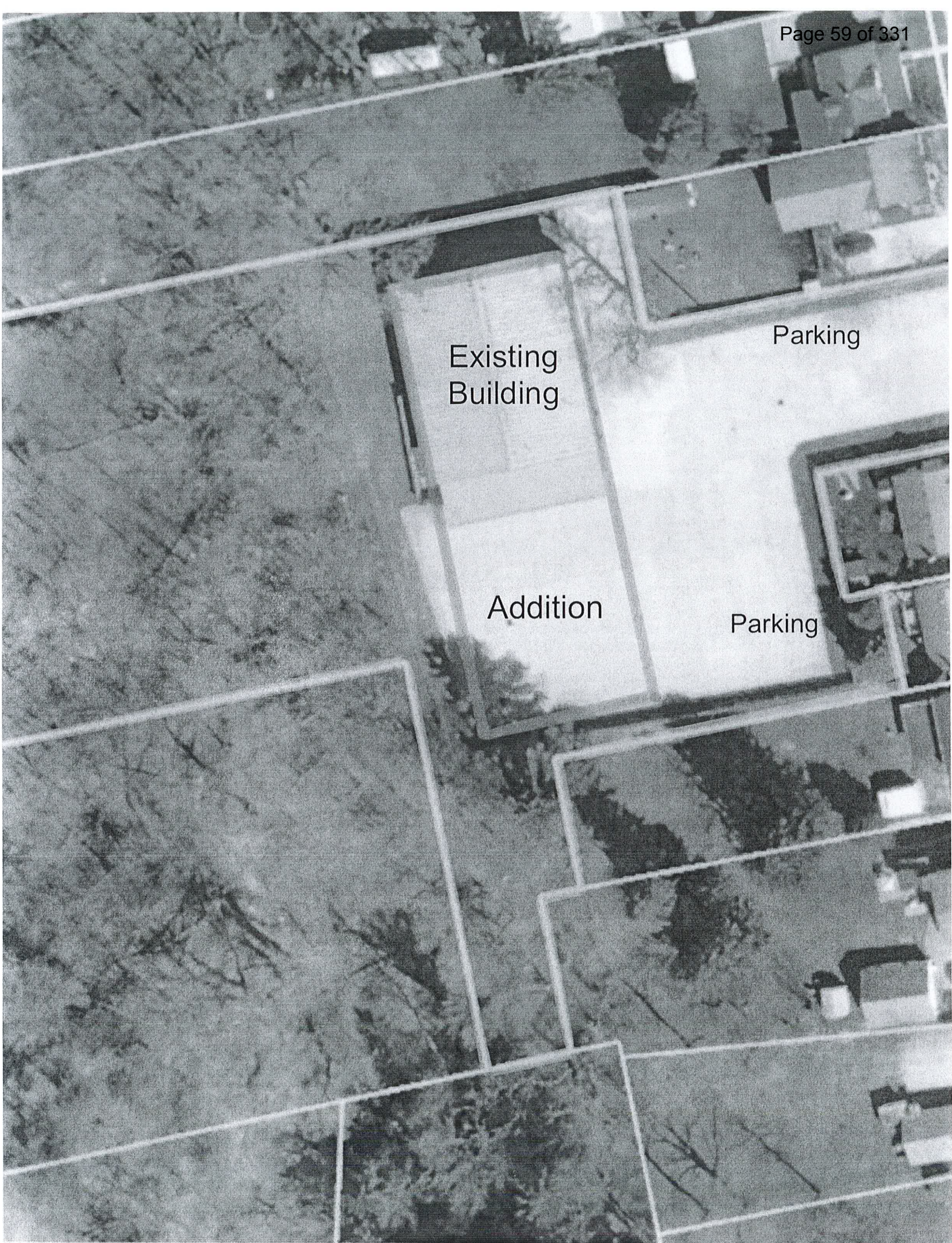


Existing  
Building

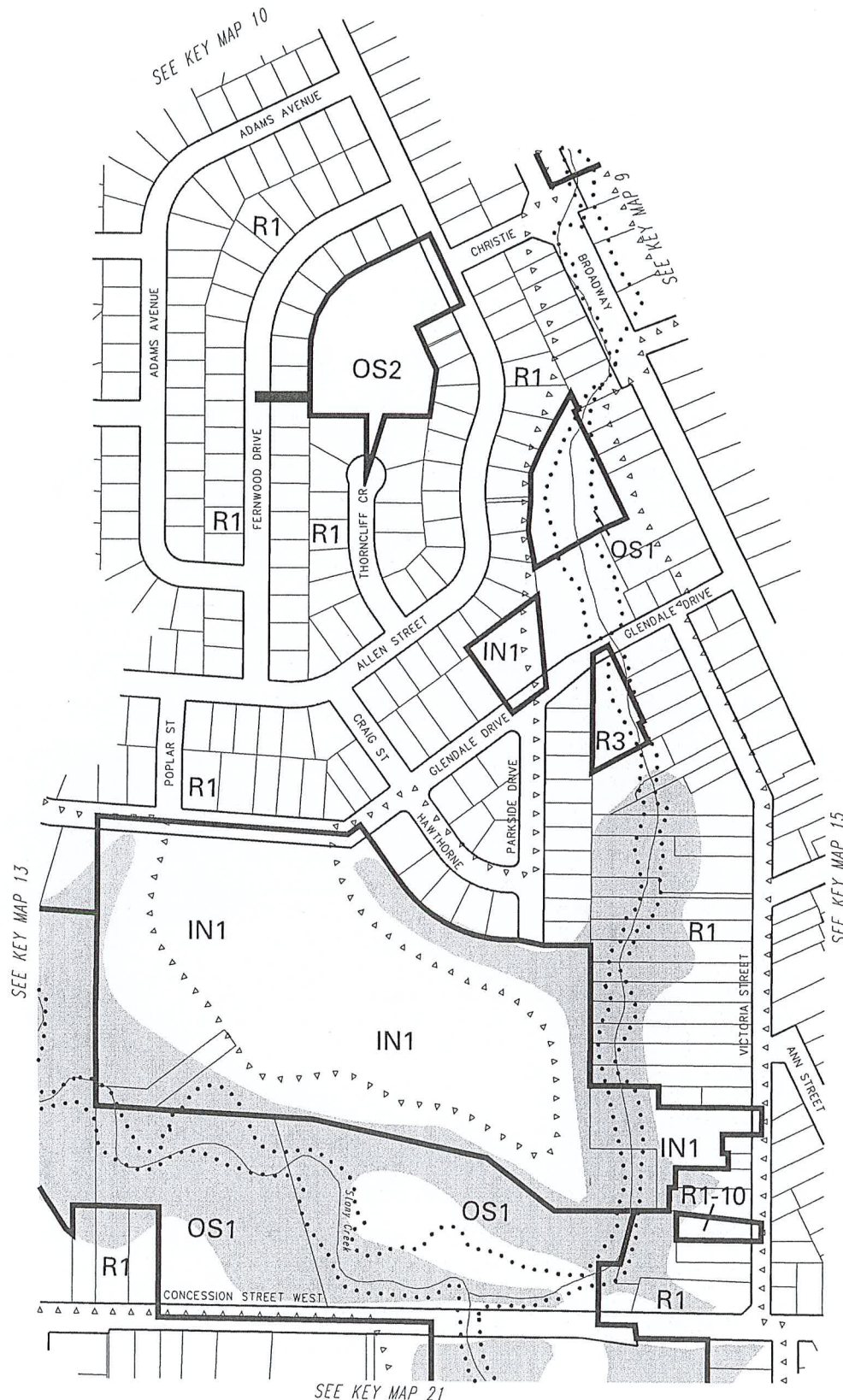
Parking

Addition

Parking












ROVED BY BY-LAW No. 3295

NOTES: ALL DIMENSIONS ARE IN METRES.  
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PROVINCE OF ONTARIO. Copyright 2008

**Oxford County**  
growing stronger...together  
Produced By The Department of Corporate Services  
Information Systems 92008

-  ENVIRONMENTAL PROTECTION 1 OVERLAY  
See General Provisions 5.25.1
-  ENVIRONMENTAL PROTECTION 2 OVERLAY  
See General Provisions 5.25.2
-  FLOOD AND FILL AREA  
See General Provisions 5.7
-  REGULATORY FLOOD AND FILL LINES
-  100 YEAR FLOOD LINE

**SCHEDULE "A"**  
**KEY MAP 14**  
TOWN OF TILLSONBURG

SCALE 1 : 5000  
08-07-23



# STATION ARTS CENTRE

Promoting the Arts in our Community







# Agenda

**Part 1:** Our Mission

**Part 2:** Community

**Part 3:** Events

**Part 4:** Staff

**Part 5:** Station Visitors

**Part 6/7:** Art Programming

**Part 8:** E-Waste Program

**Part 9:** Contributions

**Part 10:** Thank You!



# Mission To Promote the Arts in the Community

## Vision

## Art

- Exhibits - 2 Galleries - Programming - In house groups  
Artisan Gift Shop - Art supplies

## Culture

- Visual Arts - Events - Tourism - Performing arts

## Community

- Volunteerism - Partnerships - Memberships - Skill placements  
Community resource

## Heritage

- Local & Provincial Designated Heritage site - Preserving & Sharing History





# Community Art

- ▶ Opportunities & Promotion for new & established Artists & Artisans - Over 1500 pieces exhibited each year - Education through programming & exhibits - Tours - Engaging arts development through In house groups

# Culture

- ▶ Canada Day - Creative Imaginations - Turtlefest - Holiday Arts Market - Help Portrait - Beyond the Garden Gate Tour Oxford Studio Tour - Dinner & Auction Gala - Tours - Intimate concerts

# Community

- ▶ Volunteerism - Partnerships that benefit all - Memberships - Skill placements - Community resource - E-waste Disposal

# Heritage

- ▶ Local & Provincial Designated Heritage Site - Preserving & Sharing history







# Holiday Tour of Homes



NOVEMBER 8- NOVEMBER 12TH

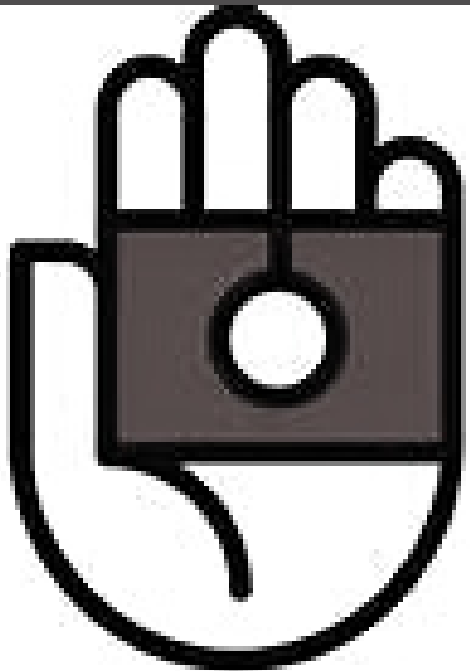
 **LEST WE FORGET.**

Tillsonburg Military History Club Exhibit  
Bridge St. Gallery  
Tillsonburg Station Arts Centre





Canada Day  
**Pancake Breakfast**  
Thank you!



**HELP-PORTRAIT™**



BEYOND  
THE  
GARDEN  
GATE

GARDEN TOUR &  
FEATURED ARTISTS



# Meet our Team



**Tabitha Verbuyst**

Program Coordinator/Curator



**Autumn Simeays**

Administrative Assistant



**Megan Colley**

Staff Aide

# Stations Visitors

People visit the Station for many reasons

- Visitor Information
- Community Resource
- Cultural Destination
- Exhibits & events
- Arts Programming & Education
- Opportunity to join a creative community
- Socialization (In House Groups)
- Nostalgia & Aesthetics of a Heritage Site and its repurposing
- Volunteerism
- Work retraining/introduction
- Partnerships & Community causes
- Facility use

**2014-23082**

**2015-25683**

**2016-26458**

**2017-26800**

**2018-27695**

**2019-19,099**

**2020-6,150-covid**

**2021 - 10,443 -covid**

**...and counting**



# Arts Programming

- Educational
- A positive impact on the three subsets of skills that we define as “skills for innovation”
  - Subject-based skills including non-arts subjects
  - Skills in thinking and creativity
  - Behavioural and social skills
- ...and just plain fun





# Arts Programming





# EPRA RECYCLING

## Electronic Recycling Program

### E-waste Collection

2018 - 124.08 Tonnes  
248,160 lbs

2019 - 92.48 Tonnes  
203,456 lbs

2020 - 92.92 Tonnes  
204,853 lbs

2021 to Date - 60.32 Tonnes  
132,990.53 lbs

2014- 2017

Collection of E-Waste over 1,000,000 lbs of e-waste was redirected away from landfills





# Contributions

## Arts

- Opportunities for new & established artists & artisans
- Over 1500 pieces of work are exhibited each year
- Programming classes & workshops for children, youth & adults, school boards & agencies
- In House groups

## Culture

- Exhibits
- Performing arts
- Visual arts
- Events through the Station, local organizations & the Town
- Tourism information
- Promoting the merits of the Town of Tillsonburg as a cultural destination & a place to live

## Community

- Volunteerism
- Partnerships & affiliations
- Memberships
- Community initiatives
- Promotion & participation in community events
- Skill development placements
- In kind resource
- Youth cooperation
- Community involvement
- Annual \$200 bursary to a Glendale student

## Heritage

- Local & provincial designation heritage site
- Preserving & sharing history & nostalgia
- Research & collection of information & curation
- Collaborative displays featuring local history
- Aesthetic maintenance & improvements to the Station

**ON BEHALF  
OF THE STATION ARTS CENTRE  
BOARD, STAFF, VOLUNTEERS,  
MEMBERS & VISITORS**

**MANY THANKS!**

**THANK YOU FOR THE OPPORTUNITY  
& SUPPORT SO THAT ARTS &  
CULTURE CAN GROW IN THE  
TOWN OF TILLSONBURG**







Motion to request the Council of the Town of Tillsonburg  
for extension of the pop-up patio program

Moved by: D. Gilvesy and Seconded by: J. Tilson

"And resolved that the DTBIA Board of Management  
requests the Council of the Town of Tillsonburg to extend  
the current pop-up patio program until a permanent patio  
program is in place and respectfully request that Town  
Council adopt this policy in support of the local hospitality  
industry".

/

Carried: YES      Approved by: ***Cedric Tomico*** – Board Chair

DTBIA September Board of Management Meeting  
held 09/21/2021 via hybrid ZOOM & in-person setting



**Subject:** Museum Advisory Committee Recommendation

**Report Number:** RCP 21-21

Department: Recreation, Culture and Parks Department

Submitted by: Patricia Phelps, Culture & Heritage Manager/Curator

Meeting Type: Council Meeting

Meeting Date: Monday, October 25, 2021

## **RECOMMENDATION**

THAT Council receives the Museum Advisory Committee's recommendation requesting the removal of municipal records stored at the museum no later than December 31, 2021, as information.

## **DISCUSSION**

The Museum Advisory Committee has been attempting to secure additional space within the Annandale National Historic Site for the specific purposes of storing relevant artifacts and various materials for the delivery of their program. On a recent tour of the facility, it was noted that a considerable number of old tax rolls have been deposited in the basement area. Staff met with representatives from the Clerks Department to determine if there was a need to retain for posterity. It was confirmed that Tax Roll journals are permanent records of the municipality and although these newer records are retained digitally or on microfiche, these older volumes form part of the Town's records retention responsibility.

The Advisory Committee wishes to have these documents removed from the building for not only space needs but also the environment that they are being stored is not suitable for paper records. As a result, the Committee passed the following resolution at their meeting held on September 23, 2021:

Resolution #5:

Moved by: Sherry Hamilton

Seconded by: John Lessiff

THAT the Museum Advisory Committee requests that Council remove the Municipal records stored at the museum no later than December 31, 2021.



RCP 21-21

**FINANCIAL IMPACT/FUNDING SOURCE**

Staff would need time to investigate alternate storage locations and any associated costs related to the relocation or digitization (where possible) of these records. As the Town progresses towards a solution for a new Town Hall, the storage of municipal records must also be taken into consideration.

**CORPORATE GOALS**

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

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

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

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

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

**Priority Project** – Consolidated Town Hall initiative.

**ATTACHMENTS**

None.

October 12, 2021



Mayor Steve Molnar  
Town of Tillsonburg  
200 Broadway, Suite 204  
Tillsonburg, ON N4G 5A7

Dear Mayor Molnar and Members of Council:

**Re: EDCO Top Ten Award**

It is my pleasure to inform you the Mr. Cephas Panschow, Development Commissioner for the Town of Tillsonburg has been named one of the Economic Developers Council of Ontario's Top Ten.

This honour is awarded to an individual who has demonstrated overall excellence in the economic development profession and delivered local initiatives that have had resulted in a positive impact in their respective community.

Mr. Panschow is an active member of EDCO and contributes to the association. We are grateful for his participation and expertise in the field of economic development.

EDCO's 1,100 members are dedicated professionals who work tirelessly to enhance their local economies, quality of life and investment opportunities. To be selected as a Top Ten demonstrates the level of achievement that Mr. Panschow has reached. EDCO is proud to have him and the Town of Tillsonburg as members.

Economic Development is vital in communities, particularly now as we recover from the global pandemic. Congratulations to Cephas and the Town of Tillsonburg on receiving this recognition of excellence.

Sincerely,

Heather Lalonde  
Chief Executive Officer

c.c. Kyle Pratt, CAO, Town of Tillsonburg





7<sup>th</sup> Floor, Frost Building South  
7 Queen's Park Crescent  
Toronto ON M7A 1Y7  
Telephone: 416-325-0400

7<sup>e</sup> étage, Édifice Frost Sud  
7 Queen's Park Crescent  
Toronto ON M7A 1Y7  
Téléphone: 416-325-0400

October 21, 2021

Dear Head of Council:

I am writing to provide details on 2022 funding allocations under the Ontario Municipal Partnership Fund (OMPF). We are announcing allocations today – the earliest they have ever been announced because we know that municipalities need this information as early as possible to support municipal budget planning.

Municipalities have stressed the importance of stability and predictability in these uncertain times. Our government is responding by maintaining both the structure of the OMPF and the program envelope at \$500 million for 2022.

Maintaining the current structure of the OMPF for 2022 means that the grant components and transitional assistance funding guarantees of the program will remain. The program will continue to be responsive to changing municipal circumstances through annual data updates and related adjustments.

I am also pleased to confirm that maintaining the program envelope at \$500 million will allow for further support to be targeted to rural farming municipalities. Specifically, rural municipalities with the highest levels of farmland will receive additional funding of up to \$5 per household.

As in prior years, Transitional Assistance will ensure that the 2022 funding guarantee for municipalities in northern Ontario will be at least 90 per cent of their 2021 OMPF allocation and for municipalities in southern Ontario will be at least 85 per cent of their 2021 OMPF allocation.

Northern and rural municipalities with the most challenging fiscal circumstances will continue to have their guarantee enhanced up to 100 per cent of the prior year's allocation.

The Ministry of Finance's Provincial-Local Finance Division will be providing your municipal Treasurers and Clerk-Treasurers with further details on the 2022 OMPF. This information and other supporting materials are also available online at [fin.gov.on.ca/en/budget/ompf/2022](https://fin.gov.on.ca/en/budget/ompf/2022).

.../cont'd

- 2 -

As you know, the Province has provided significant support to Ontario's municipalities to address the critical public health and economic challenges brought on by the pandemic. This includes almost \$1 billion in financial relief for municipalities in 2021 as well as \$4 billion in joint funding with the federal government through the Safe Restart Agreement in 2020 to support municipal operating and transit pressures.

Our government is committed to supporting municipalities in a way that is sustainable and responsible. Working together, we can achieve remarkable things for Ontario.

Sincerely,

*Original signed by*

Peter Bethlenfalvy  
Minister of Finance

c: The Honourable Steve Clark, Minister of Municipal Affairs and Housing





**Subject:** Updated Town Hall Space Needs Study

**Report Number:** CAO 21-13

Department: Office of the CAO

Submitted by: Kyle Pratt, Chief Administrative Officer

Meeting Type: Council Meeting

Meeting Date: Monday, October 25, 2021

## **RECOMMENDATION**

THAT Council receives report CAO 21-13 Updated Town Hall Space Needs Study;

AND THAT the updated Tillsonburg Town Hall Space Needs Review as prepared by Fabrik Architects be used as a guiding document for the next phase of the process; namely, the preparation of a Site Feasibility Analysis and Space Design options in conjunction with the Town Hall Steering Committee.

## **BACKGROUND**

A Town Hall Space Needs Study was prepared and received by Council in 2016 as per report CAO 16-04 (May 9, 2016). Since then, the Town has experienced significant restructuring within its various departments. In addition to this, the global pandemic has resulted in a shift in thinking as to how businesses can operate, and specifically, with respect to flexible and virtual work arrangements. As such, it was determined that an update of the original Space Needs Study was required. Fabrik Architects was retained to conduct this update, which has been completed with input from the Town Hall Steering Committee and Town staff, and now staff are seeking Council's approval to move forward with using this information to guide the next phases of the Town Hall Project.

## **DISCUSSION**

The 2016 Space Needs Study reviewed the 200 Broadway, 10 Lisgar Avenue and 20 Spruce Street locations, which collectively accommodated 111 staff at that time. Based on the study results, a new Town Hall from 21,046 square feet to 23,828 square feet (SF) and accommodating 46 staff plus 1 future staff person was recommended. This

CAO 21-13

space provision also included 800 square feet for the Tillsonburg District Chamber of Commerce and 400 square feet for the Business Improvement Association.

Since the 2016 study was prepared, there have been a number of significant changes locally and globally and these have the potential to significantly impact the type and size of space that could be required for a new Town Hall including:

- Organizational restructuring and streamlining of various departments;
- Expanded options within the Town's currently leased space at 200 Broadway;
- The just completed review of the Public Works Facility Feasibility Study and potential to consolidate various operational services to that location; and
- The global pandemic, which has resulted in a shift in thinking as to how businesses can operate with respect to flexible and virtual work arrangements.

Fabrik Architects, who also completed the Public Works Facility Feasibility Study, were selected to review and update the Space Needs Study as well as to provide recommendations on space rationalization, especially considering the results of the Town's internal staff space survey and pandemic responsive design criteria.

With extensive collaboration between Fabrik, Town Staff and the Town Hall Steering Committee, Fabrik found that the updated space requirement was for 57 current and 5 future administrative staff, which is 11 more current and 4 more future staff persons. In addition to this, they recommend that the proposed facility be designed to allow for an additional 10% increase in staff to allow for future growth. Although Fabrik envisions that both the Public Works and Town Hall studies would be implemented in tandem with each other, they have allowed for the provisional inclusion of Tillsonburg Hydro Inc administrative offices within the new Town Hall should they not be relocated to the Public Works building at 20 Spruce Street or remain at the Customer Service Centre.

Fabrik Architects prepared two space needs scenarios with the Maximum Flexibility (and larger gross floor area) resulting in a space requirement of 22,500 square feet (23,010 square feet if Tillsonburg Hydro Inc administrative positions are included) and an Optimized Floorplan (minimized gross floor area) of 15,265 square feet. Even with the additional 15 staff positions, Fabrik estimated a minimum 6% (1,328 SF) reduction in the gross floor area required under the Maximum scenario and a very significant reduction of 36% (8,563 SF) under the Optimized Floorplan scenario. These reductions are largely related to the reduced offices and size of space needed if the Town were to implement a flexible work model.

Lastly, the Fabric Town Hall Space Needs Review focuses on three (3) sites:



CAO 21-13

Option A – 200 Broadway Street, Tillsonburg Town Centre Mall

Option B – 10 Lisgar Avenue, Customer Service Centre

Option C – Greenfield Site – Corner of Brock and Harvey

All of these sites have different pros and cons.

The next phase of the Town Hall project is to complete a location/site Feasibility Analysis, including design options, and Space Design for the selected location.

## **CONSULTATION**

The Town Hall Steering Committee has been involved in reviewing and providing input into the updated Space Needs Study. Additionally, the Town's Senior Leadership Team and Managers have also been involved in review and comment.

## **FINANCIAL IMPACT/FUNDING SOURCE**

The funding source for the Updated Space Needs Study, the Feasibility Analysis, Space Design and IT Modernization Strategy is being funded by the Municipal Modernization Funding Program (\$110,000) awarded to the Town.

## **CORPORATE GOALS**

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

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

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

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

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

CAO 21-13

**Priority Project – *Immediate Term*** - Consolidated Town Hall initiative; Consolidated customer service counter.

## **ATTACHMENTS**

Appendix A – Tillsonburg Town Hall Space Needs Review





Inspired design - for everyone.

## **Tillsonburg Town Hall Space Needs Review**

**Town of Tillsonburg, 200 Broadway St. Suite  
200, Tillsonburg, ON N4G 5A7**

### **CONTACT INFO**

[info@Fabrikarchitects.ca](mailto:info@Fabrikarchitects.ca)

519-743-0608

[www.Fabrikarchitects.ca](http://www.Fabrikarchitects.ca)

### **ADDRESS**

135 George St N

Suite 200

Cambridge, Ontario N1S 5C3

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### 3 Tillsonburg Town Hall Space Needs Review





Inspired design – for everyone.

### **Tillsonburg Town Hall Space Needs Review - Executive Summary**

Attention: Town Hall Steering Committee,  
204 Broadway, Suite 200, Tillsonburg

It is with the greatest pleasure that Fabrik Architects submits this Feasibility Report for your review. This report provides an updated assessment of Tillsonburg's Town Hall space needs and the feasibility of meeting these needs on three different sites. These sites include the existing 200 Broadway mall location, the customer service centre at 10 Lisgar St and the municipal parking lot site at the corner of Harvey and Brock Streets. As Fabrik's report is an update of the space needs study executed by KNY architects in 2016, it follows the same structure and refers to some of the initial analysis conducted in the original study for reference. The purpose of Fabrik's update is to reevaluate the space needs and site options for a new Town Hall in light of the global Covid-19 pandemic and resultant changes to the workplace. This includes synthesizing survey data from staff on working from home, analyzing the feasibility of the proposed sites and presenting alternative pandemic responsive office layouts. The end of the report will synthesize our analysis and provide recommendations for site selection and next steps.

As the founder and Principal Architect of Fabrik, I strongly believe in providing meaningful, comprehensive, sustainable design solutions that express each of our Client's respective visions and values. Based on our preliminary design work, Fabrik has developed an understanding and appreciation for the programmatic and organizational needs of the Town of Tillsonburg and recognizes both the deficiencies and opportunities of its current facilities. It is our understanding that the Town of Tillsonburg

wishes to invest in a new Town Hall space that better serves their needs and that their current lease is ending in December 2023. Our team understands that a new Town Hall space is critical to both improving operations, and rejuvenating the public office's appearance within the local community. Based on this understanding and our findings from site visits, analysis and coordination meetings we have determined that the Town Hall requires a more cohesive, functional space that can accommodate all administrative departments and have a greater community presence. The following report lays out the details and implications of our findings and their related recommendations with the aim of identifying an effective solution for Tillsonburg's Town Hall requirements.

Our Team thanks you for this opportunity to present a comprehensive Feasibility Report for your consideration. We would be happy to meet with you to answer any questions you may have, further discuss the details of this report and determine next steps. We look forward to continuing the professional relationship between our team and yours.

Regards,

Elisia Neves, Principal Architect, Fabrik  
200-135 George St. N, Cambridge ON, elisia@Fabrikarchitects.





# 1.0 Introduction

## Space Needs Study for Tillsonburg's Town Hall

In 2021 the Town of Tillsonburg issued an RFQ for an updated space needs study for their town hall and associated operations, in June Fabrik was awarded the contract. As per the RFQ and subsequent design coordination meetings the Client has articulated the following project terms of reference:

1. Review the 2016 Space Needs Study completed by KNYMH Inc. and complete a 2021 update to allow the document to reflect short and long term space needs for administrative and operational functions.

- a) Review Town's internal staff survey re: Remote Work and Work Preferences
- b) Review results of any stakeholder engagement session(s)
- c) Identify changes since 2016 and review impact on space allocations over multiple physical locations housing staff (administrative and operational)
- d) Update recommendations for space rationalization
- e) Re-evaluate current Town Hall square footage requirements and provide an updated 20 year growth projection for a new Town Hall

2. Additional report content and commentary to include movement of staffing:

- a) Identify all Administrative staff and space requirements in a new Town Hall
- b) Identify all Operations staff and space requirements in a new Town Hall (or elsewhere)
- c) (Current Operations space study will be provided)
- d) Operationally, identify synergies
- e) Statement of growth and change
- f) Potential efficiencies (Mobility Hub, combined Customer Service, single customer service desk, etc.)
- g) Pandemic Affect – How to address footprint in post-pandemic times
  - i. Distancing of workstations
  - ii. Hotelling (how to make safe or more compact)
  - iii. Flexibility for staff to drop in and plug in

3. Customized suite of office furniture to optimize square footage

- a) Status of existing furniture
- b) Options for furniture layout
- c) Discuss impact of furniture on Space Needs – how systems furniture can provide many options for staff.

4. Input from consultants/engineers is not required at this time – Consultant to define the space needs for such things as staff, meeting rooms, IT space, etc.

5. Concept design or building design not required at this time – Consultant to provide space required to provide municipal services.

Based on these terms of reference Fabrik has prepared the following report including detailed assessments and recommendations. The report includes eight sections and an appendix each addressing different content. The first section as detailed over the following pages provides a background and introduction to the project context and study parameters. Section 2 is a summary of existing site conditions and spatial requirements. Section 3 is an overview of survey results including the post pandemic work survey. Section 4 is analysis of the proposed sites suitability to the project parameters. Section 5 provides a basis for interior design and specifically looks at the impact of COVID-19 on workplace layout considerations. Section 6 looks at accessibility in the workplace as it pertains to the town hall. Finally section 7 provides a summary of previous analysis, conclusions and recommendations for next steps. The body of the report is followed by an appendix that includes sections from KNY Architects original report for reference.

## STUDY SUMMARY

As part of the space needs study Fabrik reviewed three sites as potential locations for the updated town hall facilities: the existing Tillsonburg Town Centre location, the Customer Service Centre and the empty lots at the corner of Harvey and Brock.

The area of scope that was reviewed for each of these sites are listed below in square feet (SF) unless otherwise indicated:

200 Broadway	11,743 SF +/-
10 Lisgar St	18,609 SF +/-
Harvey & Brock	1.854 Acres +/-



# Introduction – Continuation

In addition to the above sites Fabrik reviewed 20 Spruce St. for a separate feasibility study for a new Public Works facility intended to host all operational staff pending proposed construction completion. This Public Works feasibility study has been made available to council and when considered in conjunction with this report illustrates a larger strategy to consolidate similar municipal departments into an optimal number of program specific buildings (i.e. dedicated operations and corporate facilities) to improve efficiency and delivery of services as well as reduce operational costs. Based on this plan Fabrik assumes that all administrative employees will need to be accommodated at the updated Town Hall facilities. This includes 57 current and 5 future admin staff and Fabrik recommends that the proposed facilities be designed for a further 10% increase in staff to allow for projected growth. Although Fabrik envisions that both studies would be implemented in tandem with each other we have allowed for the provisional inclusion of the hydro department offices at the town hall should they not be relocated to 20 Spruce St. This provision is outlined in the space needs analysis section of this report.

Based on these occupancy assumptions and Fabrik's space needs analysis the proposed town hall facilities would require between 15,265 – 22,500 SF (23,010 with maximum hydro provision). This range in areas is based on two different spatial assumptions one prioritizing an optimized floor area and the other prioritizing flexible space use. These area calculations and their inclusions are outlined in greater detail in section 2 of this report.

Also note the parking requirements for a building of this size would be between 71 and 105 parking spaces.

In the context of the three proposed potential sites this required footprint would mean potentially doubling the area of the existing 200 Broadway office suites, a one to one extensive renovation of the Customer Service Centre and Hydro Bays or full development of the three lots at the corner of Harvey and Brock, the implications and opportunities of each of these scenarios are laid out in greater detail in section 4 of this report.

Fabrik's analysis of the required area for this project represents a reduction in space needs of between

6% (1,328 SF) and 36% (8,563 SF) from the original study. The amount of decrease in area can be largely correlated to the number of changes in the Town's work model as a result of COVID-19. The realities of a global pandemic have quickly and in some cases permanently shifted office employees into a work from home model. The Town of Tillsonburg's corporate office is no exception to this trend and previously conducted employee surveys further support the continuation of a hybrid work model for the indefinite future. Furthermore, COVID-19 has prompted Fabrik to reconsider office space planning and design to better adapt to external stressors including public health emergencies. A detailed analysis of these survey results and diagrammatic suggestions of pandemic responsive office spatial layouts can be found in sections 3 and 5 of this report respectively.

## BACKGROUND

For a general background on the Town of Tillsonburg operational structure and summary of existing buildings please see section 1.1 of the 2016 KNY Architects Space Needs Study located in the appendix of this report as this information is unchanged.

## STATEMENT OF NEED & PROJECT PURPOSE

In December 2023 the Town of Tillsonburg's corporate office lease is expiring presenting an opportunity for much needed facility upgrades. Currently the town's administrative staff operate over several disparate suites and buildings across town that lack a cohesive identity. Furthermore many of the existing spaces are inefficient, nonfunctional or poorly located. Therefore there is a clear need to reevaluate how to consolidate administrative programs into one functional facility with a clear municipal identity with special consideration for the implications of the global COVID-19 pandemic.

## OBJECTIVE & PROJECT DELIVERABLES

The objective of this study is to produce a comprehensive report detailing space needs and recommendations to aid in the selection of a site for the proposed Town Hall facilities and form criteria for the future design of the new facility.





## 2.0 Summary of Existing Conditions



For a general overview of the Town's existing conditions and facilities please see section 2.0 of KNY Architects original space needs study located in the appendix of this report.

For reference the corporate structure overview and analysis of existing conditions in that section of the original report were used to help inform proposed spatial areas in the following section and contributed to analysis of the proposed sites detailed in section 5.

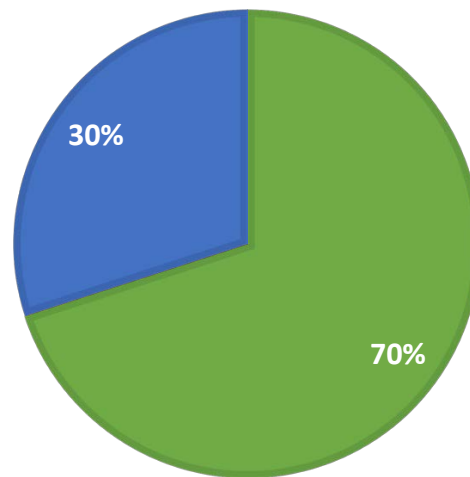
Independent of the original space needs study Fabrik conducted site visits to two of the existing condition sites: 200 Broadway and 10 Lisgar, which are both proposed as potential updated Town Hall facility locations in this report.

## 3.0 Overview of Survey Results

### Staff Survey

#### STAFF WHO TOOK THE SURVEY

■ Administrative ■ Operational



For the results of original departmental and staff survey conducted by KNY architects please refer to the appendix of this report. For reference the critical products/services and amenity space data from that survey remain applicable to this report and helped inform the space summary spreadsheet at the end of this section.

The rest of the survey data included in this section is taken from the 2021 staff survey conducted by the Town Hall Steering Committee to assess preferences and trends in working from home that could inform future space needs. The survey was available to all Town staff including operational staff. As Fabrik has conducted a separate feasibility study for Public Works and Operations this report will focus on the administrative staff who will be the primary occupants of the upgraded Town Hall facilities.

For reference Fabrik's operations feasibility study looks at the possibilities for amalgamating all the public works departments including roads, fleet, hydro and parks in one facility either through a renovation and addition at the existing 20 Spruce St location or a new facility at a greenfield site. This report will also be presented to council for review in the fall of 2021.

Furthermore, for the purposes of this report Fabrik has focused on the survey results pertaining to percentage of employees who can work from home, the types of workspaces they require and perceived obstacles and advantages to the hybrid work from home model. These results have informed our summary of spaces spreadsheet at the end of this section.

As a summary, the survey findings indicate that the majority of administrative employees (86%) are able to work from home at least part time and 73% of staff are amenable to alternative, flexible workspaces including hoteling and hotdesking. Furthermore the biggest advantage and disadvantage that staff identified of working remotely were less distractions and social isolation respectively. Both of these can be effectively addressed through strategic, hybrid work from home model. Fabrik's recommendations for how to implement this are described in greater detail at the end of this section and in section 5.

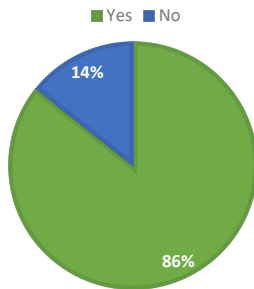




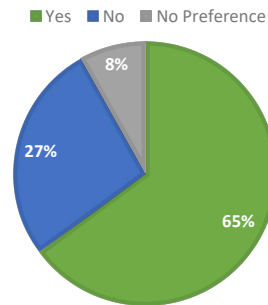
# Survey Responses

## Staff Survey - Administration

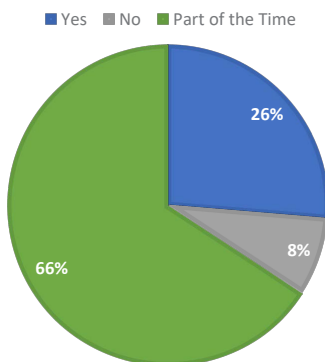
DOES YOUR JOB ALLOW YOU TO WORK FROM A REMOTE WORKPLACE?



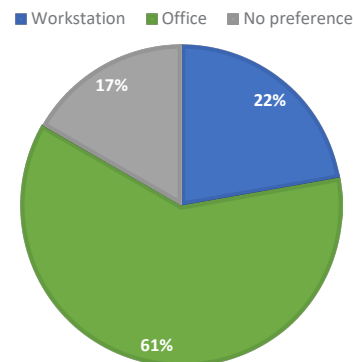
IF YOU WERE ENROLLED IN A REMOTE WORK MODEL, WOULD YOU BE FINE WITH SHARING A WORKSPACE WITH OTHER EMPLOYEE(S) WHEN YOU WERE WORKING IN THE OFFICE?



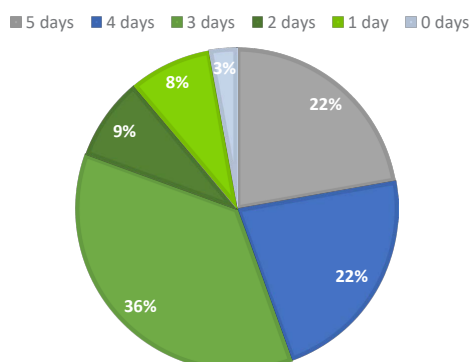
IF YES, WOULD YOU PREFER TO WORK FROM A REMOTE WORKPLACE?



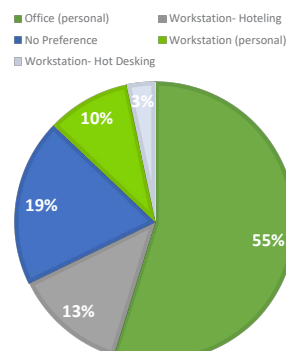
IF NO, WHAT KIND OF FIXED IN-PERSON DEDICATED WORKSPACE DO YOU REQUIRE?



HOW MANY DAYS OF THE WEEK WOULD YOU PREFER TO WORK REMOTELY?



IF YES, WHAT KIND OF SHARED WORKSPACE WOULD YOU REQUIRE?



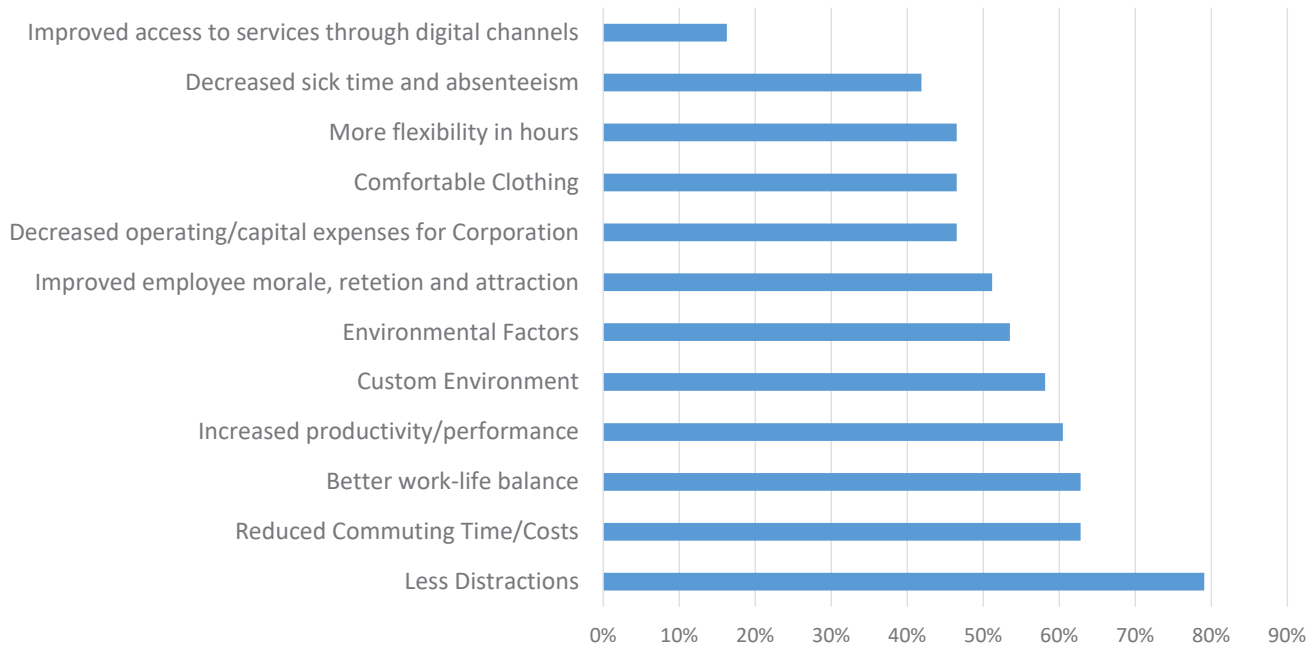
• **“Hoteling”** Desk Space involves pre-booking and checking in to access a space, much like at an actual hotel. Regardless of the occupancy of desk usage, a person still has to check in via a central booking to access their spot.

• **“Hot Desking”** is more free-wheeling. It is based on an unassigned desk concept, but the execution is first-come, first-served. If any employee sees an open space, they are welcome to claim it as their own and get to business—no reservation required.



# Survey Responses – Continued

What kind of advantages do you feel could arise from working remotely?



What kind of disadvantages do you feel could exist from working remotely?





# Summary of Spaces – Maximum Flexibility

This section features space needs evaluations based on two sets of assumptions. This first chart is based on maximum space usage and programming flexibility and allows for a greater amount of private workspace. Please note we have included the original 2016 space needs chart in the appendix. The positions in blue below are a combination of new hires and existing positions that were not included in KNY Architects's 2016 analysis, they represent a 21% or 12 employee increase in positions from the original report.

Department	Program	Staff		Space Type	Number Required	Unit Area (SF)	Net Area (SF)	Description
		Current	Future					
Office of the CAO/Council	Chief Administrative Officer	1	0	Office	1	200	200	Private Office
	Mayor	1	0	Office	1	200	200	Private Office
	Councillor	6	0	Workspace	6	60	360	Individual Workstations
	Executive Assistant (CAO/ Mayor)	1	0	Workspace	1	60	60	Individual Workstation
	<b>Total</b>	<b>9</b>	<b>0</b>		<b>9</b>	<b>520</b>	<b>820</b>	
Economic Development	Development Commissioner	1	0	Office	1	100	100	Shared Office
	Economic Development & Marketing Coordinator	1	0	Workspace	1	30	30	Shared Workstation
	Summer/Co-op (Share with CAO Office)	0	1	Workspace	1	30	30	Shared Workstation
	<b>Total</b>	<b>2</b>	<b>1</b>		<b>3</b>	<b>160</b>	<b>160</b>	
Corporate Services/Clerk	Clerk	1	0	Office	1	75	75	Shared Office
	Deputy Clerk	1	0	Office	1	75	75	Shared Office
	Records & Legislative Coordinator	1	0	Workspace	1	30	30	Shared Workstation
	Communications Officer (Corporate Services)	1	0	Workspace	1	60	60	Individual Workstation
	Manager of Human Resources	1	0	Office	1	150	150	Private Office
	Human Resources Generalist	1	0	Office	1	30	30	Shared Workstation
	Health & Safety Officer	1	0	Workspace	1	30	30	Shared Workstation
	Customer Service Reps / Billing Support Clerks	7	0	Workspace	7	60	420	Individual Workstations
	Information Technology	1	0	Workspace	1	30	30	Shared Workstation
	PT CSR	0	1	Workspace	1	30	30	Shared Workstation
	Summer Student	0	1	Workspace	1	30	30	Shared Workstation
	<b>Total</b>	<b>15</b>	<b>2</b>		<b>17</b>	<b>600</b>	<b>960</b>	
Building/ Planning / Bylaw	Chief Building Official	1	0	Office	1	200	200	Private Office
	Deputy Chief Building Official	1	0	Office	1	150	150	Private Office
	Property Standards / Bylaw Officer	1	0	Office	1	150	150	Private Office
	Municipal By-Law Officer	1	0	Office	1	150	150	Private Office
	Development Technician	1	0	Workspace	1	60	60	Individual Workstation
	County Planner	1	0	Office	1	150	150	Private Office
	Building Inspectors	3	0	Workspace	4	30	120	Shared Workstation
	Summer Students	0	2	Workspace	2	30	60	Individual Workstations
	<b>Total</b>	<b>9</b>	<b>2</b>		<b>12</b>	<b>920</b>	<b>1040</b>	
Finance	Director of Finance/Treasurer	1	0	Office	1	100	100	Shared Office
	Senior Financial Analyst/Deputy Treasurer	1	0	Office	1	150	150	Shared Office
	Purchasing Coordinator	1	0	Workspace	1	60	60	Individual Workstation
	Accounts Payable / Accounts Receivable	1	0	Workspace	1	60	60	Individual Workstation
	Financial & Utility Analyst	1	0	Workspace	1	60	60	Individual Workstation
	Financial Analyst (RCP)	1	0	Workspace	1	60	60	Individual Workstation
	Revenue Manager	1	0	Office	1	150	150	Private Office
	Tax Clerk	1	0	Workspace	1	60	60	Individual Workstation
	<b>Total</b>	<b>8</b>	<b>0</b>		<b>8</b>	<b>700</b>	<b>700</b>	
Recreation, Culture & Parks	Director of RCP	1	0	Office	1	75	75	Shared Office
	Manager of Park & Facilities	1	0	Office	1	150	150	Private Office
	RCP Administrative Assistant	1	0	Office	1	150	150	Private Office
	<b>Total</b>	<b>3</b>	<b>0</b>		<b>3</b>	<b>375</b>	<b>375</b>	
Operation Services	Director of Operations	1	0	Office	1	75	75	Shared Office
	Operations Administrator	1	0	Workspace	1	30	30	Shared Workstation
	Manager of Engineering	1	0	Office	1	150	150	Private Office
	Senior Operations Technologist	1	0	Workspace	1	60	60	Individual Workstation
	GIS Technician	1	0	Workspace	1	60	60	Individual Workstation
	Operations Technologist	1	0	Workspace	1	60	60	Individual Workstation
	Design Technologist	1	0	Workspace	1	60	60	Individual Workstation
	Civil Designer	1	0	Workspace	1	60	60	Individual Workstation
	Asset Management Coordinator	1	0	Workspace	1	60	60	Individual Workstation
	Transit Coordinator	1	0	Office	1	75	75	Shared Office
	Summer/Co-op Students	1	0	Workspace	1	30	30	Shared Workstation
	<b>Total</b>	<b>11</b>	<b>0</b>		<b>11</b>	<b>720</b>	<b>720</b>	
	<b>Total Office Space</b>	<b>57</b>	<b>5</b>				<b>4775</b>	
Hydro	THI - General Manager/CEO	1	0	Office	1	150	150	Private Office
	Operations Regulatory Affairs Officer	1	0	Workspace	1	30	30	Shared Workstation
	Development & Design Technologist	1	0	Workspace	1	60	60	Individual Workstation
	Instrumentation Technologist	1	0	Workspace	1	60	60	Individual Workstation
	Manager of Operations	1	0	Office	1	150	150	Private Office
	Hydro Operations Coordinator	1	0	Workspace	1	60	60	Individual Workstation
	<b>Total</b>	<b>6</b>	<b>0</b>		<b>6</b>	<b>510</b>	<b>510</b>	
<b>Total Office Space Including Hydro</b>		<b>63</b>	<b>5</b>				<b>5285</b>	

# Summary of Spaces – Maximum Flexibility

Common Spaces	Entry Vestibule						80	
	Staff Vestibule						80	
	Reception						100	
	Main Lobby / Welcome Area / Display Area						400	
	Council Chamber	100					3000	
	Board Room - 1	12					280	
	Board Room - 2	6					150	
	Training Room	20					500	
	Break - Out Room - 1						80	
	Break - Out Room - 2						80	
	Lunch Room / Kitchen Staff						450	
	Mail Room						80	
	Copy Room						150	
	File Room						150	
	Library Room						120	
	Map Room						150	
	Plotter Room						150	
	Washrooms - Public						300	
	Washrooms - Staff						300	
	Universal Barrier Free Washroom						100	
	Waste Recycling Room						120	
	Loading Area						64	
	General Storage						600	
	Vault						300	
	IT/Server Room						225	
	Mechanical Room						225	
	Electrical Room						225	
	Sprinkler Room						225	
	Elevator						100	
	Elevator Equipment Room						100	
	Stair 1						250	
	Stair 2						250	
	Stair 3						375	
	Total Common Space						9759	
	Total Common Space + Office Space						14534	
External Agencies	Chamber of Commerce - 20 Oxford St.						800	
	BIA						400	
	Total External Agencies						1200	
External Agencies + Common + Office Space							15734	
Circulation & Walls - 30%							4720	
Total Project Area							20454	
Future Growth - 10%							2045	
Total Project Area + Future Growth							22500	

Please note this maximum flexibility spatial strategy results in 12 private offices, 4 shared offices, 29 individual workstations and 6 shared workstations. Based on the Steering Committee's survey up to 4 of these shared workstations would be well suited to hoteling stations. The remaining 2 workstations would be dedicated shared stations for the same 2 employees full time. The total required office space in this scenario results in an average 77 SF of workspace per employee. Further analysis of the space needs outlined above shows that the common and service spaces make up the majority of the area (67%) and the building and by-law department has the largest office space needs at 1040 SF. When compared against the 2016 study the greatest space savings can be seen in the office of the CAO/Council 672 SF or a 45% space savings.

In addition to these workspace assumptions this evaluation includes provisions for external agencies such as the Chamber of Commerce and the BIA and includes more robust programming such as a training room and loading area as well as larger service rooms.

This model will allow for the largest number of in person employees in the future and ability to host various events and activities. As a result it requires a larger building area of 22,500 SF to accommodate all programming.

\*Please note that with the provisional inclusion of hydro employees 23,010 SF of space would be required.



# Summary of Spaces – Optimized Floor Plate

This second space needs analysis chart is based on optimized space usage and the assumption of full integration of a hybrid work from home model.

Department	Program	Staff		Space Type	Number Required	Unit Area (SF)	Net Area (SF)	Description
		Current	Future					
Office of the CAO/Council	Chief Administrative Officer	1	0	Office	1	100	100	Shared Office
	Mayor	1	0	Office	1	200	200	Private Office
	Councillor	6	0	Workspace	6	30	180	Shared Workstations
	Executive Assistant to CAO/ Mayor	1	0	Workspace	1	30	30	Shared Workstation
	<b>Total</b>	<b>9</b>	<b>0</b>		<b>9</b>	<b>360</b>	<b>510</b>	
Economic Development	Development Commissioner	1	0	Office	1	100	100	Shared Office
	Economic Development & Marketing Coordinator	1	0	Workspace	1	30	30	Shared workstation
	Summer Student/Co-op (Share with CAO Office)	0	1	Workspace	1	30	30	
	<b>Total</b>	<b>2</b>	<b>1</b>		<b>3</b>	<b>160</b>	<b>160</b>	
Corporate Services/Clerk	Clerk	1	0	Office	1	75	75	Shared Office
	Deputy Clerk	1	0	Office	1	75	75	Shared Office
	Records & Legislative Coordinator	1	0	Workspace	1	30	30	Shared Workstation
	Communications Officer (Corporate Services)	1	0	Workspace	1	30	30	Shared Workstation
	Manager of Human Resources	1	0	Office	1	75	75	Shared Office
	Human Resources Generalist	1	0	Office	2	0	0	Work from Home
	Health & Safety Officer	1	0	Workspace	1	0	0	Work From Home
	Customer Service Reps / Billing Support Clerks	7	0	Workspace	7	30	210	Shared Workstations
	Information Technology	1	0	Workspace	1	30	30	Shared Workstation
	PT CSR	0	1	Workspace	1	30	30	Shared Workstation
	Summer Student	0	1	Workspace	1	30	30	Shared Workstation
	<b>Total</b>	<b>15</b>	<b>2</b>		<b>18</b>	<b>405</b>	<b>585</b>	
Building/ Planning / Bylaw	Chief Building Official	1	0	Office	1	200	200	Private Office
	Deputy Chief Building Official	1	0	Office	1	150	150	Private Office
	Property Standards / Bylaw Officer	1	0	Office	1	75	75	Shared Workstation
	Municipal By-Law Officer	1	0	Office	1	75	75	Shared Workstation
	Development Technician	1	0	Workspace	1	30	30	Shared Workstation
	County Planner	1	0	Office	1	150	150	Private Office
	Building Inspectors	3	0	Workspace	4	30	120	Shared Workstations
	Summer Students	0	2	Workspace	1	30	30	Shared Workstation
	<b>Total</b>	<b>9</b>	<b>2</b>		<b>11</b>	<b>740</b>	<b>830</b>	
Finance	Director of Finance/Treasurer	1	0	Office	1	100	100	Shared Office
	Senior Financial Analyst/Deputy Treasurer	1	0	Office	1	75	75	Shared Office
	Purchasing Coordinator	1	0	Workspace	1	30	30	Shared Workstation
	Accounts Payable / Accounts Receivable	1	0	Workspace	1	30	30	Shared Workstation
	Financial & Utility Analyst	1	0	Workspace	1	30	30	Shared Workstation
	Financial Analyst (RCP)	1	0	Workspace	2	30	60	Shared Workstation
	Revenue Manager	1	0	Office	1	75	75	Shared Office
	Tax Clerk	1	0	Workspace	1	30	30	Shared workstation
	<b>Total</b>	<b>8</b>	<b>0</b>		<b>9</b>	<b>400</b>	<b>430</b>	
Recreation, Culture & Parks	Director of RCP	1	0	Office	1	100	100	Shared Office
	Manager of Park & Facilities	1	0	Office	1	75	75	Shared Office
	RCP Administrative Assistant	1	0	Office	1	75	75	Shared Office
	<b>Total</b>	<b>3</b>	<b>0</b>		<b>3</b>	<b>250</b>	<b>250</b>	
Operation Services	Director of Operations	1	0	Office	1	100	100	Shared Office
	Operations Administrator	1	0	Workspace	1	0	0	Work From Home
	Manager of Engineering	1	0	Office	1	75	75	Shared Office
	Senior Operations Technologist	1	0	Workspace	1	30	30	Shared Workstation
	GIS Technologist	1	0	Workspace	1	30	30	Shared Workstation
	Operations Technologist	1	0	Workspace	1	30	30	Shared Workstation
	Design Technologist	1	0	Workspace	1	30	30	Shared Workstation
	Civil Designer	1	0	Workspace	1	30	30	Shared Workstation
	Asset Management Coordinator	1	0	Workspace	1	30	30	Shared Workstation
	Transit Coordinator	1	0	Workspace	1	30	30	Shared Office
	Summer/Co-op Students	1	0	Workspace	1	30	30	Shared Workstation
	<b>Total</b>	<b>11</b>	<b>0</b>		<b>11</b>	<b>415</b>	<b>415</b>	
	<b>Total Office Space</b>	<b>57</b>	<b>5</b>				<b>3180</b>	
Hydro	THI - General Manager/CEO	1	0	Office	1	75	75	Shared Office
	Operations Regulatory Affairs Officer	1	0	Workspace	1	30	30	Shared Workstation
	Development and Design Technologist	1	0	Workspace	1	30	30	Shared Workstation
	Instrumentation Technologist	1	0	Workspace	1	30	30	Shared Workstation
	Manager of Operations	1	0	Office	1	75	75	Shared Office
	Hydro Operations Coordinator	1	0	Workspace	1	30	30	Shared Workstation
	<b>Total</b>	<b>6</b>	<b>0</b>		<b>6</b>	<b>270</b>	<b>270</b>	
<b>Total Office Space Including Hydro</b>		<b>63</b>	<b>5</b>				<b>3450</b>	

Hydro  
\* These positions can be accommodated in phase 4 of the new operations facility at 20 Spruce St. identified in Fabrik's Feasibility Study for Public Works



# Summary of Spaces – Optimized Floor Plate

Common Spaces	Entry Vestibule						80	
	Staff Vestibule						80	
	Reception						100	
	Main Lobby / Welcome Area / Display Area						300	
	Council Chamber	50					1800	
	Board Room - 1	12					280	
	Board Room - 2	6					150	
	Break - Out Room - 1						80	
	Break - Out Room - 2						80	
	Lunch Room / Kitchen Staff						350	
	Mail Room						80	
	Copy Room						150	
	File Room						150	
	Library Room						120	
	Map Room						150	
	Plotter Room						150	
	Washrooms - Public						300	
	Washrooms - Staff						300	
	Universal Barrier Free Washroom						100	
	Waste Recycling Room						120	
	General Storage						550	
	Vault						200	
	IT/Server Room						200	
	Mechanical Room						200	
	Electrical Room						200	
	Sprinkler Room						200	
	Elevator						100	
	Elevator Equipment Room						100	
	Stair 1						250	
	Stair 2						250	
	Stair 3						325	
	Total Common Space						7495	
	Total Common Space + Office Space						10675	
Circulation & Walls - 30%								3203
Total Project Area								13878
Future Growth - 10%								1388
Total Project Area + Future Growth								15265

Please note this optimized floor plate spatial strategy results in 4 private offices, 7 shared offices, 23 shared workstations and 3 full time work from home employees. Based on the Steering Committee's survey up to 18 of these shared workstations would be well suited to hoteling stations that could be booked by employees and 2 would be suitable for hotdesks that can be used by any employee at any time. The remaining 3 workstations would be dedicated shared stations for the same 6 employees full time. The total required office space in this scenario results in an average of 51 SF of workspace per employee.

When the above space needs spreadsheet is compared against the original 2016 study the space savings of the hybrid work from home model and proposed workspace sharing is evident. Specifically, these space savings are most substantial in the CAO/Council, Finance and Parks & Recreation departments with a potential for 66%, 59% and 40% space needs reduction in each department respectively when comparing the reduction in required area between the spreadsheets. Furthermore the 3,014 SF reduction in common and service spaces required from 2016 reflects a 29% savings in total area.

In addition to these workspace assumptions this evaluation removes provisions for external agencies such as the Chamber of Commerce and the BIA and minimizes programming such as training rooms, loading areas as and service rooms.

This model will allow for the greatest space and cost savings at 15,265 SF in required building area at the potential expense of flexible programming and with the inherent requirement for a permanent hybrid work from home policy.

\*Please note that with the provisional inclusion of hydro employees 15,535 SF of space would be required.



## 4.0 Site Design & Selection



**A** - 200 Broadway Street, Suite 204, Tillsonburg Town Centre

**B** - 10 Lisgar Street, Customer Service Centre

**C** - Municipal Parking Lot Site, Corner of Harvey and Brock Streets

For a detailed analysis of site selection criteria and considerations please see section 4.0 of the original KNY architects report included in the appendix.



# OPTION A: 200 Broadway



**PROJECT TYPE:** Tenant Fit Out

**PROJECT AREA:** 11,743-26,000 SF

**TIMELINE:** Flexible, 1-3 Years

**COSTS:** Recurring, Rent, Renovation

**NUMBER OF STOREYS:** 2

## PROS

- Make use of existing space
- Maintain good relationship with landlord
- Located within community space
- Allows sale of 10 Lisgar property
- Defined project scope
- Lower up front construction costs

## CONS

- Limits to layout and area
- Mall location inhibits creation of clear town hall identity, autonomy
- Potentially, limited project scope





## OPTION B: 10 Lisgar, Customer Service Centre



**PROJECT TYPE:** Renovation

**PROJECT AREA:** 18,609 SF +/-

**TIMELINE:** Fixed 1-2 Years

**COSTS:** Renovation

**NUMBER OF STOREYS:** 1

### PROS

- Make use of existing space
- Existing building is the perfect area
- Centrally located and visible
- No rent or development costs
- Single storey building

### CONS

- Requires rework of newly re-cladded hydro bays
- Limited opportunity for future growth
- Tight timeline, would likely require temporary relocations in the interim
- Limited on site parking



## OPTION C: Greenfield Site, Corner of Brock & Harvey



**PROJECT TYPE:** New Build

**PROJECT AREA:** 1.854 Acres +/-

**TIMELINE:** Fixed, 1-2 Years

**COSTS:** Development, Construction

**NUMBER OF STOREYS:** TBD

### PROS

- No limits on size, layouts, appearance
- Allows relocation of all departments, sale of 10 Lisgar property
- Centrally located and visible
- Sufficient parking area

### CONS

- Highest cost option
- Development complications (flood plains, utility lines)
- Aggressive timeline, would require temporary relocations in the interim, multi-year project





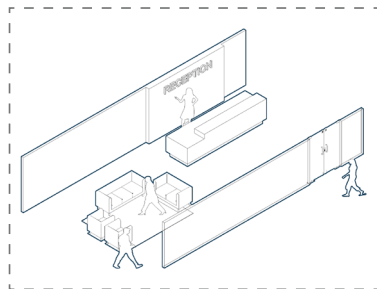
## 5.0 Basis for Interior Design



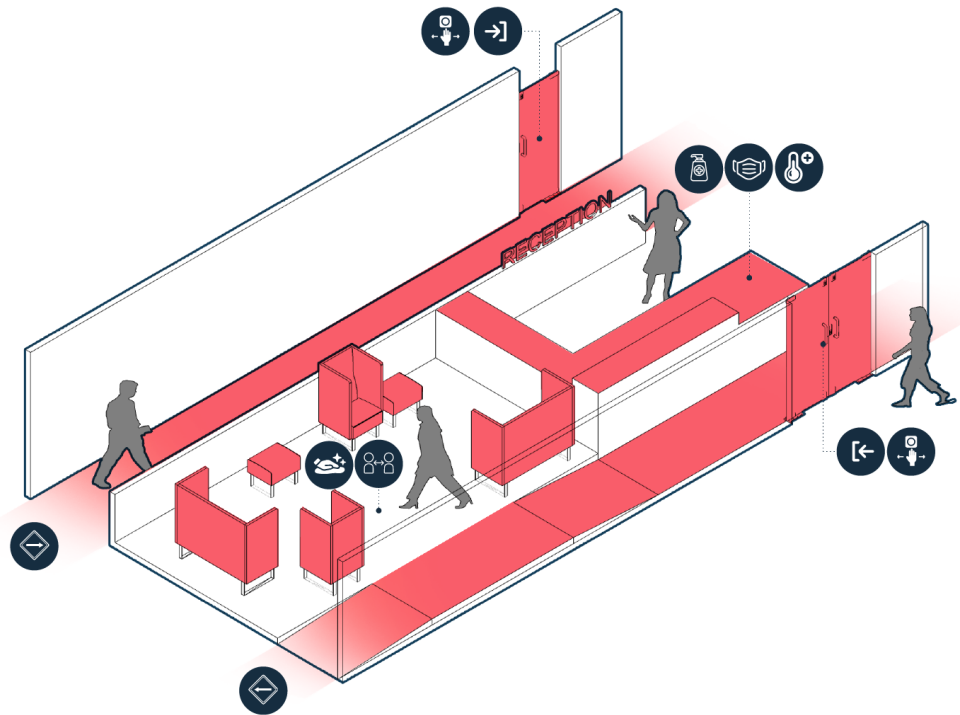
Fabrik's update to the original space needs study includes providing updated terms of reference for interior design and office space planning in response to the context of working during a global pandemic. The revised interiors guidance is categorized by program type similar to the original report but uses conceptual diagrams to illustrate various spatial strategies that can be deployed in combination or on their own to create a functional and pandemic responsive office space. These diagrams are purely representational and do not reflect furniture selections or a specific proposed layout for the Town Hall.



# Office Space – Reception



TYPICAL LAYOUT



Touchless  
Operation



Exit /  
Entrance



Travel Direction  
(One Way)



Regular  
Sanitation



Social  
Distancing



Sanitation Station



Pre-Screening



Face Masks  
Required

## Architectural Characteristics

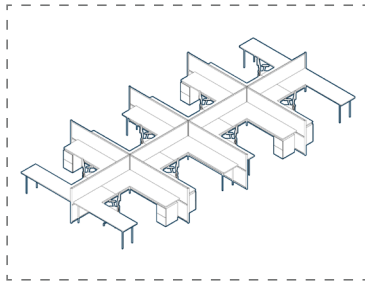
The re-imagined reception area focuses on creating a separation between employees and visitors to minimize contact and transmission. Separate entrances for employees and visitors open to a central reception desk which splits the lobby area into distinct zones. The reception lounge area is equipped with unique fixtures that promote social distancing and feature anti-microbial surfaces.

Fabrik views this strategy as viable for Tillsonburg's upgraded Town Hall given the natural division in user groups. Introduction of select lounge area fixtures, floor wayfinding, and relocation of existing reception desk furniture would yield a substantially safer office environment.

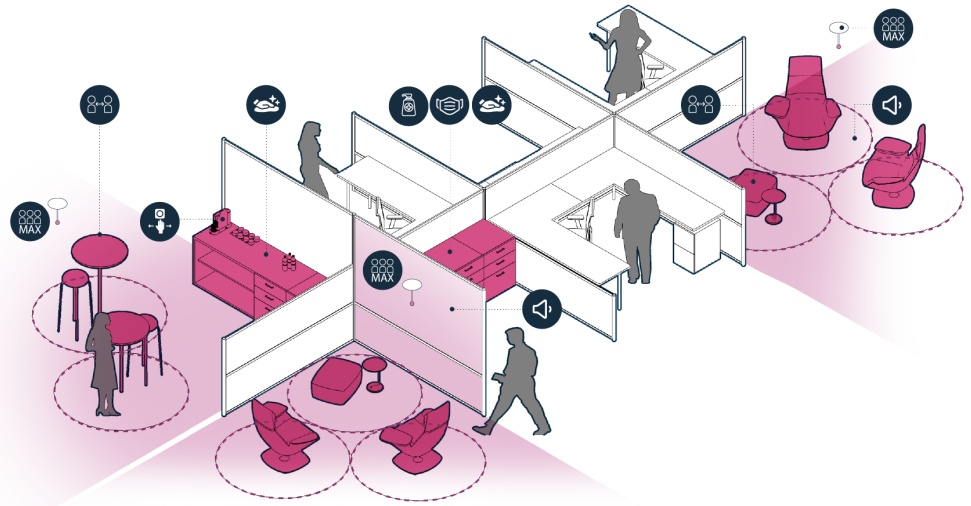




# Office Space – Open Office



TYPICAL LAYOUT

Touchless  
OperationOccupancy  
SensorAcoustic  
PanelsRegular  
SanitationSocial  
Distancing

Sanitation Station

Face Masks  
Required

## Architectural Characteristics

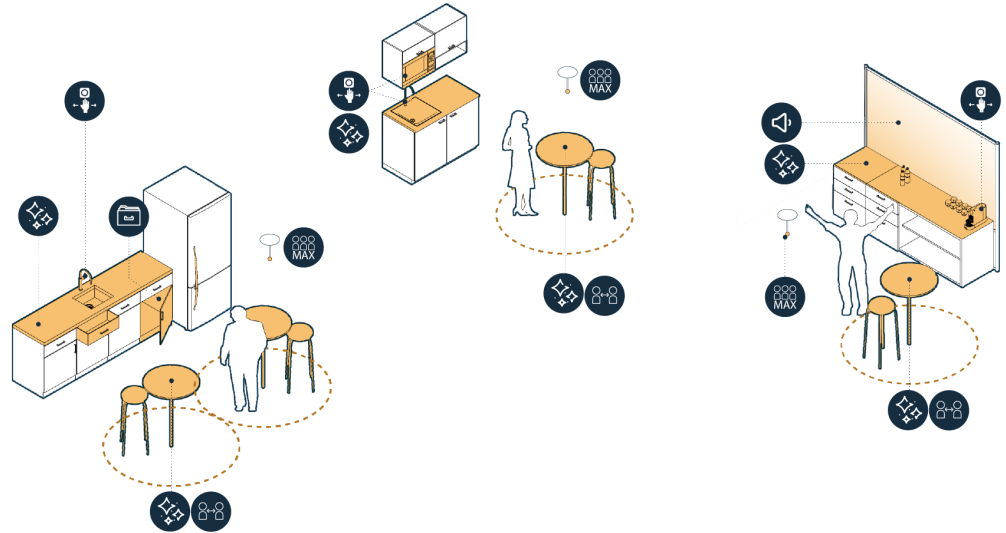
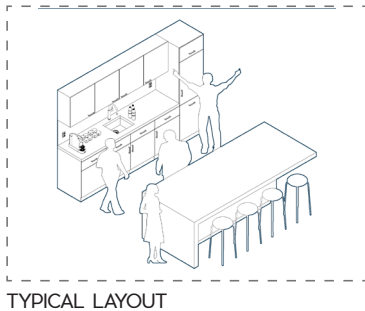
The pandemic responsive design for open office space re-imagines the typical fixed workstation grid as a patchwork of different office programming (workspace, storage, collaboration) to have diversity in function and act as a self-sufficient, decentralized node in the larger office.

Key features of the open office include alternating worksurfaces that create physical distancing between occupants, break-out areas with individual desks for small meetings and informal conversation, a refreshments area with single seat bar-tops, and a printer and copy area.

Fabrik views this strategy as viable for both Tillsonburg's existing, and or new office space as it involves a minor reorganization of a typical office workstation setup in Tillsonburg's existing furniture inventory.



# Office Space – Kitchen



## Architectural Characteristics

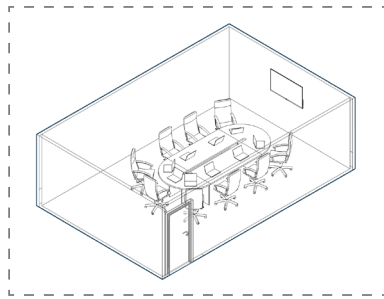
The kitchen in the post-pandemic office is a decentralized space that eliminates large gatherings of employees. A range of kitchen sizes are evenly distributed across the office floor plate to service pockets of users and create isolated spheres of working individuals. Single seat bar-tops coupled with antimicrobial materials and occupant sensors create safe environments for respite and recess.

Fabrik views this as a viable option for both Tillsonburg's existing and new office space as it involves the addition of minor kitchen millwork to substantially improve occupant safety.

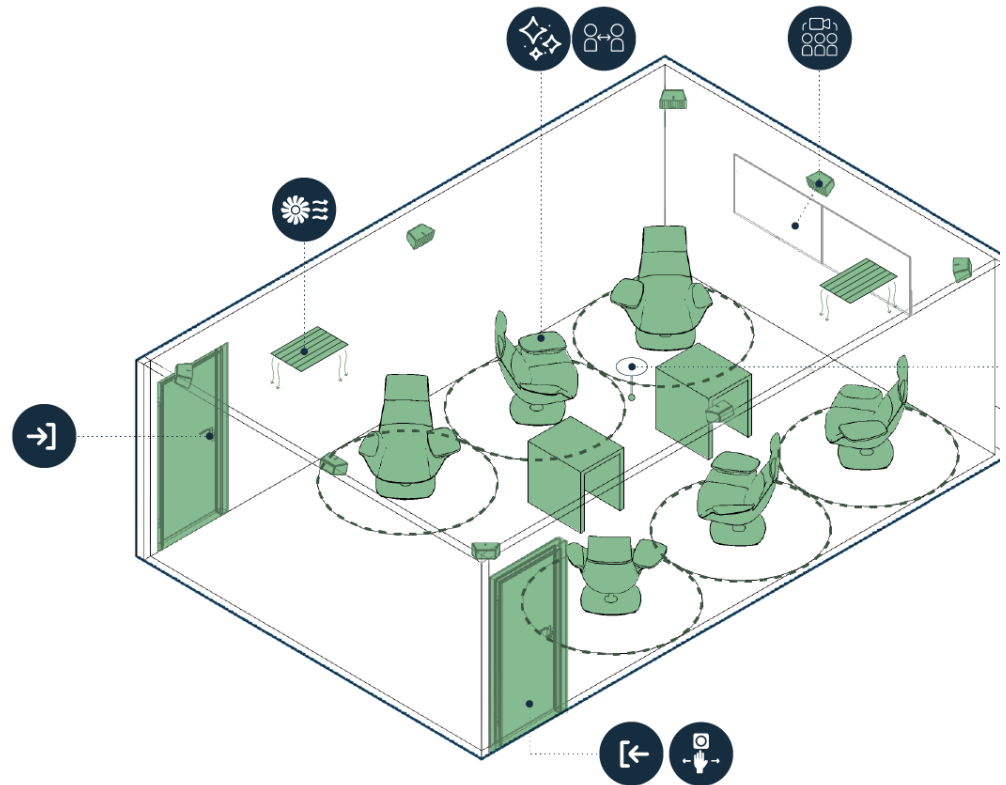




# Office Space – Meeting Room



TYPICAL LAYOUT

Touchless  
OperationOccupancy  
SensorEnhanced HVAC  
SystemIntegrated AV  
SystemAnti Microbial  
SurfaceExit /  
EntranceSocial  
Distancing

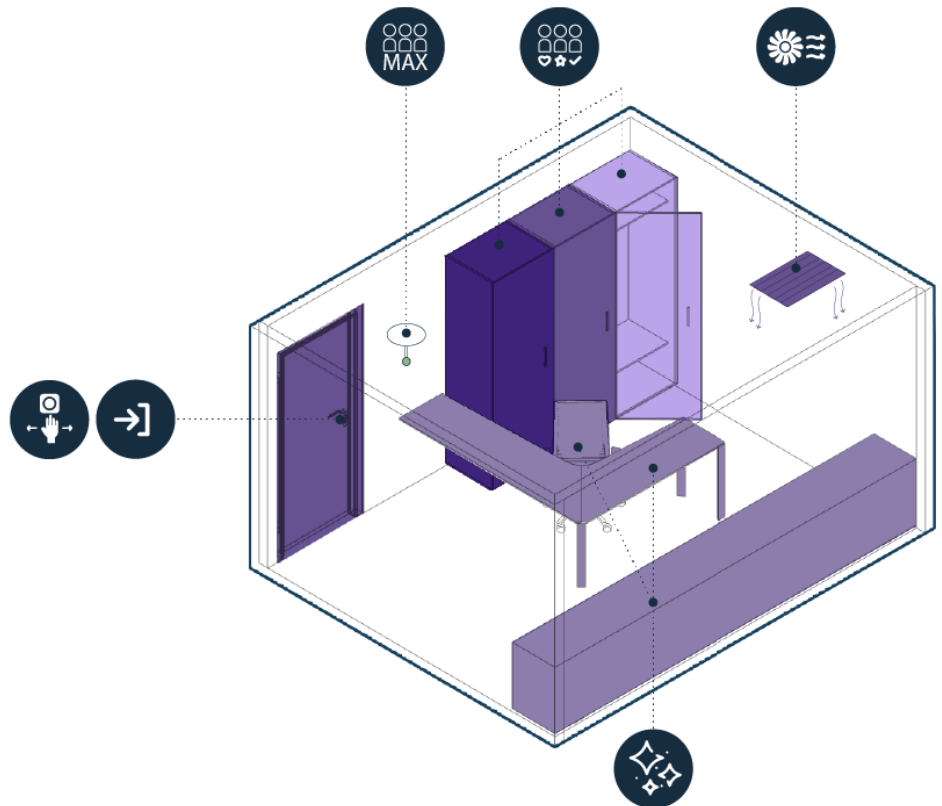
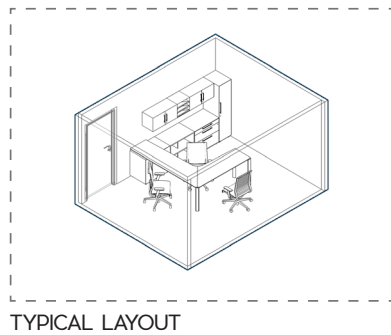
## Architectural Characteristics

The reconsidered meeting room provides a safe, and socially distant environment that does not compromise collaboration. Separate entrances and exits ensure minimal contact between meeting participants. Rooms are equipped with fixed seating that features integrated work surfaces and state of the art AV connectivity to further reduce physical contact. Similar to the private office, a reconfigured HVAC system provides enhanced ventilation and filtration to eliminate airborne particulates.

Fabrik views this as a viable strategy for Tillsonburg's new office space as it involves small scale additions of new furniture fixtures, a new integrated AV system and a careful consideration for a new HVAC system that is easily integrated in new build projects.



# Office Space – Private Office



## Architectural Characteristics

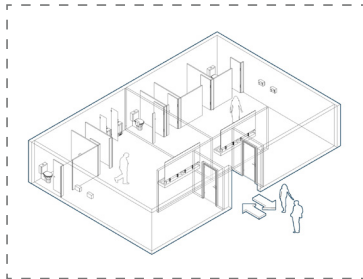
The revised private office takes advantage of the hybrid office model; in office and remote work flexibility. This is achieved by hosting multiple employees in a single space with adequate storage space and amenity. Anti-microbial surfaces coupled with regular sanitation ensure clean work areas between employee use. Reconfigured HVAC systems also ensure employee wellbeing with optimal air quality.

Fabrik views this strategy as highly viable for both Tillsonburg's existing, and or new office space as it involves a minor addition of lockable storage fixtures and a reassessment of existing HVAC systems for performance.

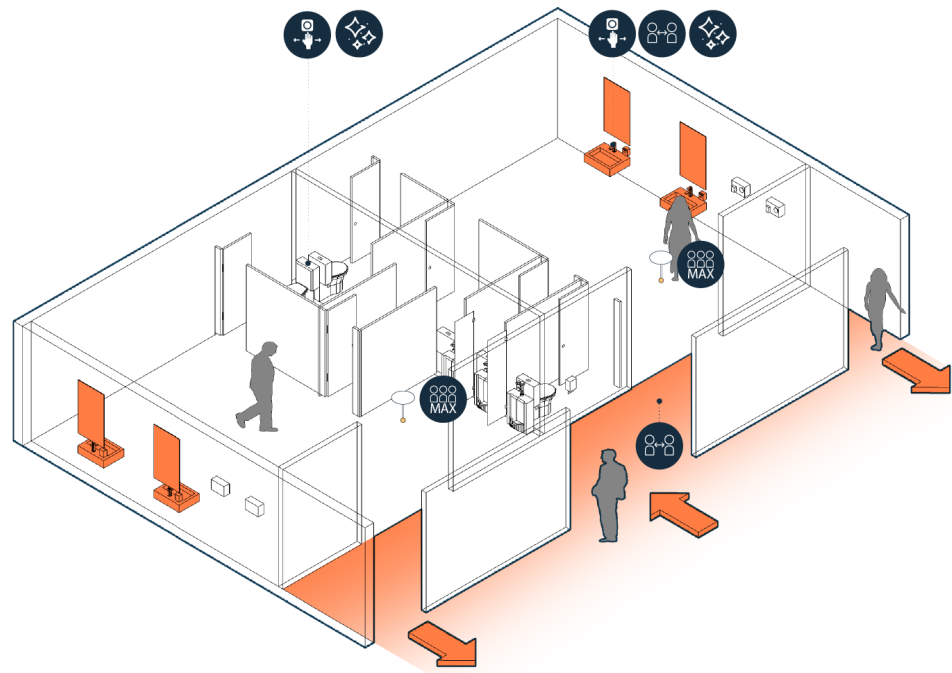




# Office Space – Washroom



TYPICAL LAYOUT

Touchless  
OperationOccupancy  
SensorEnhanced HVAC  
SystemAnti Microbial  
SurfaceExit /  
EntranceSocial  
Distancing

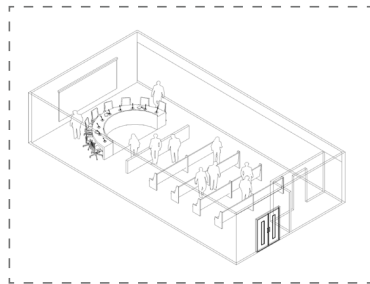
## Architectural Characteristics

The pandemic responsive design for the washroom embraces circulation as a method to ensure occupant safety. A minor modification to the washroom access and exit creates a significant improvement in occupant safety. Specification of individually mounted plumbing fixtures and robust privacy guards further minimize particulate transmissions.

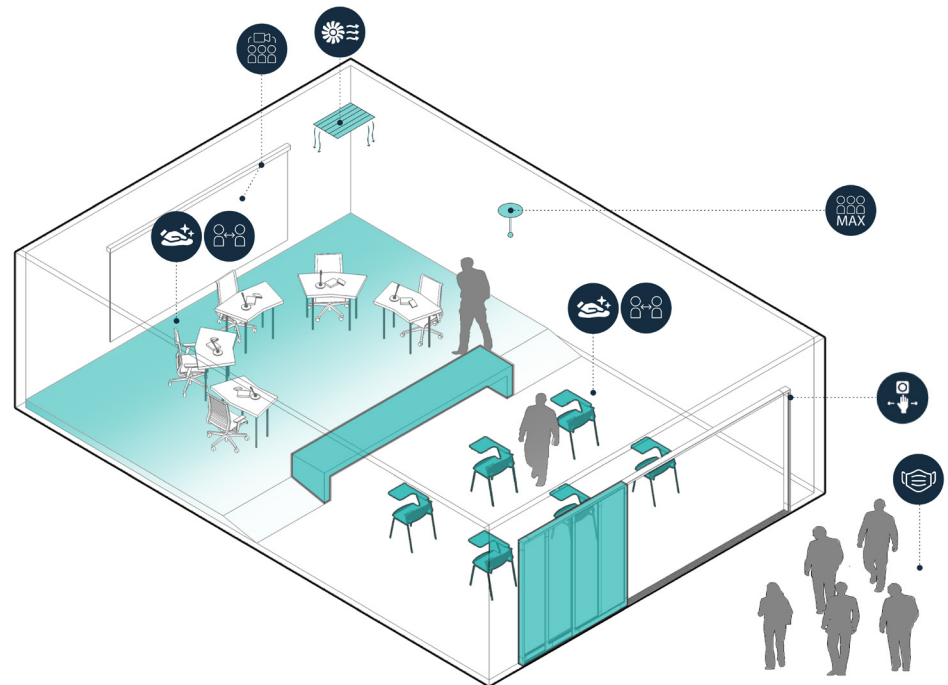
Fabrik views this as a viable strategy for Tillsonburg's new office space as it involves layout consideration and access/exit paths for the washrooms.



# Council Chambers



TYPICAL LAYOUT



Touchless  
Operation



Occupancy  
Sensor



Enhanced HVAC  
System



Integrated AV  
System



Regular  
Sanitation



Face Masks  
Required



Social  
Distancing

## Architectural Characteristics

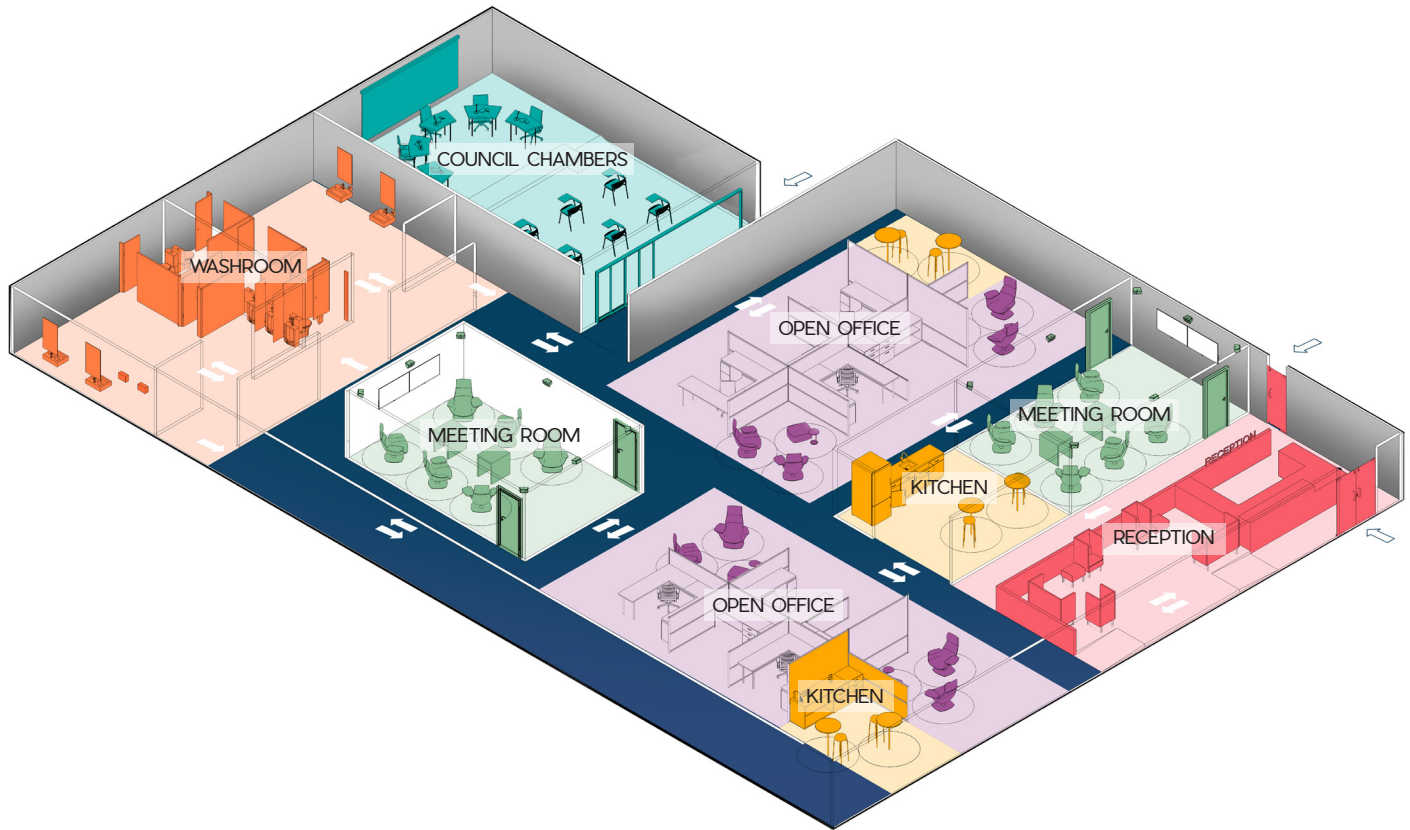
The revised council chambers prioritizes layout flexibility to maximize space usage options. This includes placing the council chambers space alongside a central circulation corridor to allow greater space for social distancing or larger groups. Additionally an upgraded, integrated AV system allows meetings to be digitally streamed to keep occupancy numbers low while promoting the transparency of government.

Fabrik recommends this strategy for Tillsonburg's new council chambers as it maximizes programmatic flexibility without compromising functionality or safety allowing the Town to effectively reduce their building footprint.





# Office Space – Overall



## Pandemic Responsive Design: Kit of Parts

The strategies suggested above have been designed to act as a kit of parts system which can be deployed as a whole or individually to new, and or existing facilities. This context agnostic methodology allows Fabrik to significantly improve occupant safety while being cognizant of space and cost parameters.

While this overall diagram is in no way site specific, it is a framework of Fabrik's Pandemic Responsive Design best practices that focus on circulation, limiting contact transmission, HVAC enhancements, improved surface sanitation and managing spatial occupancy.



# Accessibility in the Workplace



For a general overview of accessibility requirements in the workplace please see section 7.0 from KNY Architects original space needs study included in the appendix of this report. All of the accessibility considerations and criteria in this original section continue to apply to any future design work for this project.

Fabrik Architects further recommends surpassing the considerations in the 2016 report by taking a holistic approach to accessibility as this is a growing trend in municipal buildings that helps to promote transparency and equity in public offices. Specifically Fabrik recommends the Town consider a high visibility design solution with public programming at grade for the future Town Hall.



# Conclusions & Recommendations

## CONCLUSIONS

In summary, for this report Fabrik analyzed three Town of Tillsonburg sites: the second floor of 200 Broadway, 10 Lisgar Street and the municipal parking lot site at the corner of Harvey and Brock streets. This analysis was informed by site visits, a rereading of previous stakeholder consultation information and Fabrik's professional evaluation of the suitability of each site with special consideration given to the impact of the COVID-19 pandemic. The purpose of this report was to both analyze the potential of each site and re-evaluate the Town's space needs in the context of continued hybrid work from home model. Fabrik found that the Town's space needs are flexible and dependent on various assumptions including the permanent adoption of a hybrid work from home model. Furthermore Fabrik found that a number of positions were not included in the original 2016 report and in addition to staff growth resulted in a higher baseline for office space needs. Despite this increase in projected occupant load Fabrik was able to find a space needs reduction between 1,328 and 8,563 square feet through the incorporation of work space sharing and a hybrid work from home model. Please note that office space needs could be further reduced with definitive commitment from employees to work from home on a full time permanent basis.

Another important consideration for the proposed town hall facility is Tillsonburg's future growth. To accommodate this growth, the municipality may wish to consider mandating a work from home policy or pursuing the maximum flexibility option to allow for a greater increase in staff and services.

Finally, council should evaluate the financial and logistical feasibility of pursuing both an updated Town Hall and Operations Facility coincidentally as this would impact the overall movement of staff and building usage required.

## RECOMMENDATIONS/NEXT STEPS

Based on analysis of the Town of Tillsonburg's space needs and site evaluations of 200 Broadway, 10 Lisgar and the corner of Harvey and Brock, Fabrik recommends that the Town pursue further design study of one or two sites and advance discussion with their current landlord to explore the limitations and possibilities of redeveloping the second floor of the mall.

Next steps to advance the project would include a detailed evaluation of the preferred site or sites followed by a detailed design and tender of the proposed design. When followed by construction this would result in a total project timeline of one to three years depending on the selected site and project scope.





# **8.0 Appendix**

## **Sections from KNY Architects 2016 Space Needs Report**

**32** Summary of Existing Conditions

**39** Overview of Survey

**44** Site Selection

**48** Accessibility in the Workplace





# Town of Tillsonburg

## Space Needs Study



Final Report – May 2, 2016



architecture/planning / interiors/ management  
Brantford–Burlington

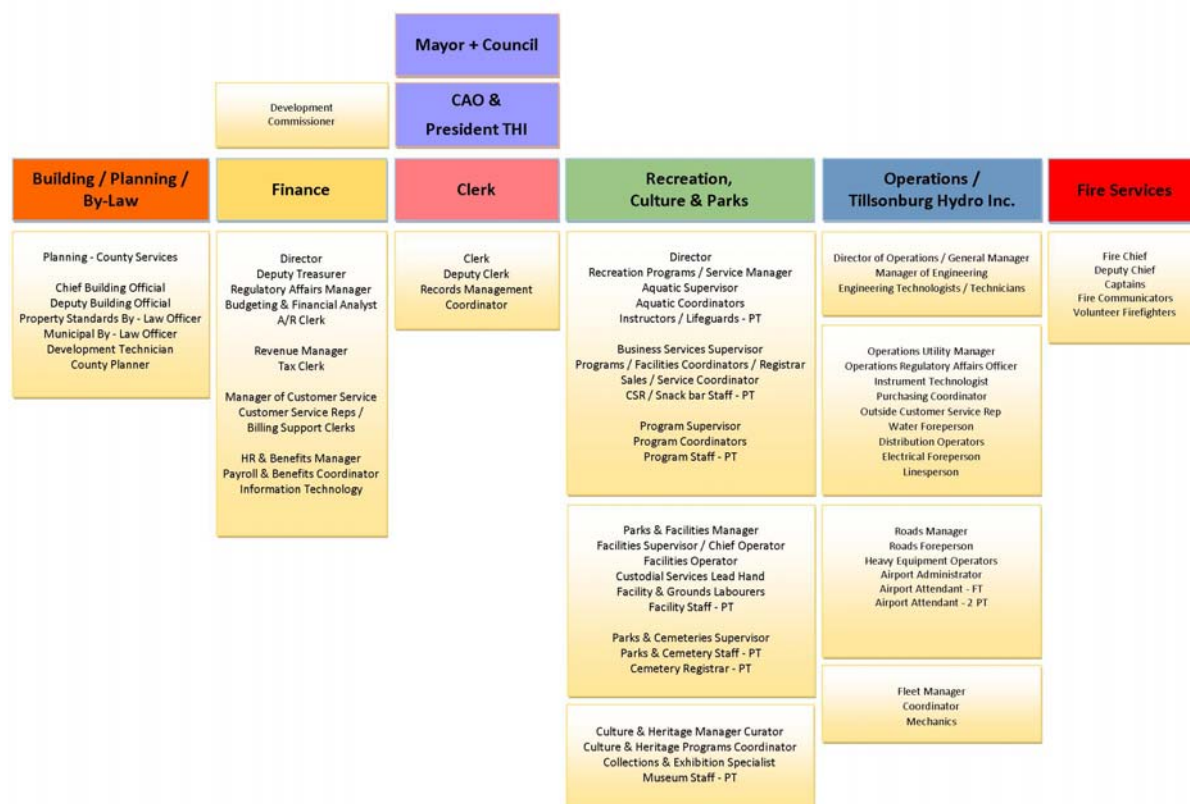
3190 Harvester Road Suite 202  
Burlington, Ontario L7N 3T1  
T 905.639.6595

[www.knyarchitects.com](http://www.knyarchitects.com)

## 2.0 SUMMARY OF EXISTING CONDITIONS

### 2.1 Corporate Structure

The Town of Tillsonburg administration consists of 5 Departments, Development and Communication Services, Finance, Fire Services, Parks and Recreation and Operations which includes Tillsonburg Hydro Inc., plus the Office of the Chief Administrator and guided by Mayor and 6 Councilors'. Each department is led by a Director, who is a corporate leader and liaison between corporate and their department.



#### General Overview

##### Office of the Chief Administrative Officer

Each of the five above mentioned municipal departments are headed by specialists who are understandably focused on the needs of their departments. The CAO is the senior administrator of the Town and is responsible to city council for the effective and efficient operation of the Town. All Town departments report to council through the CAO. The CAO ensures that the advice and recommendations provided by staff to council are balanced and broad in perspective.

##### Clerk

The Clerk's office coordinates Council agenda and minutes, marriage and burial certificates, committee of Council, by-laws and record management. The expanded role includes performing statutory duties and duties of public interest and ensuring compliance with statutory requirements and municipal policy.

##### Building, Planning / By-Law

The Building / Planning / Department is responsible for providing a wide range of advisory and regulatory services that pertain to land use matters as well as the enforcement of the Ontario Building Code and Town By-laws.



**Town of Tillsonburg - Space Needs Study**

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The department functions in order to enforce property standards and related by-laws and is responsible for the review and administration of applications for development planning and building approvals.

**Finance and CSC**

The Finance Department is responsible for providing a variety of services to all departments throughout the Town, such as treasury functions, maintenance of the general ledger, and budgets, through audited financial statements and quarterly reports. Human Resources also falls under this department.

**Recreation, Culture and Parks**

This department includes the majority of the city's customer-direct service / face to face interaction with the public on a daily basis. The department provides community-oriented programs and services, facilities, and recreational and cultural opportunities for the community. The department also delivers cemetery services, environmental and conservation protection and facility maintenance to the Town.

**Operations Services**

The Town's Operations Services generally operates engineering, fleet services, water, Tillsonburg Hydro and general infrastructure services responsible for infrastructure design, construction, operations and management. The department ensures the Town's environment is efficient, safe, livable, prosperous and vibrant through quality road and sewer infrastructure.

**Fire Services**

Emergency response is the core of the department's mission. The Tillsonburg Fire Department is staffed by a career Chief and Deputy Chief with 28 on call volunteer firefighters operating from one station. The Department protects the Town of Tillsonburg and responds outside this area on a mutual aid basis as part of the Oxford County Mutual Aid Association. Emergency dispatch services operate out of the Fire Hall.

## Town of Tillsonburg - Space Needs Study

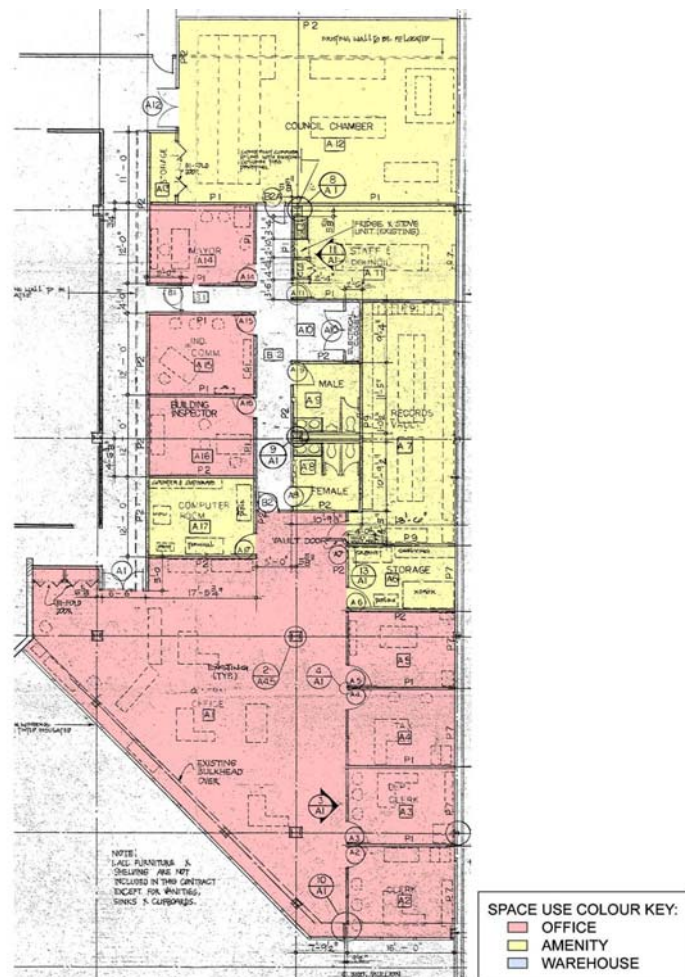
## 2.2 Current Facilities



### 200 Broadway Street Town Hall

Office / Amenity Area - 9,000 SF. +/-

- Year Built 1980
- Located on the second floor of Tillsonburg Town Centre
- Functions for Mayor, Council, CEO, Clerk, Finance
- Spaces include Council Chambers, Offices, and amenity spaces
- No. of Offices – 10
- No. of Workstations - 10
- Spaces are not contiguous in operations
- Public access is via an elevator or fire stair
- Lacks sense of arrival, presence and spirit of a Town Hall
- Staff working environment is dated with poor access to natural daylight
- Expansion for more space is unknown at this time
- Chamber is not presentation friendly
- Chamber space suggested to be multi-functional



## Town of Tillsonburg - Space Needs Study

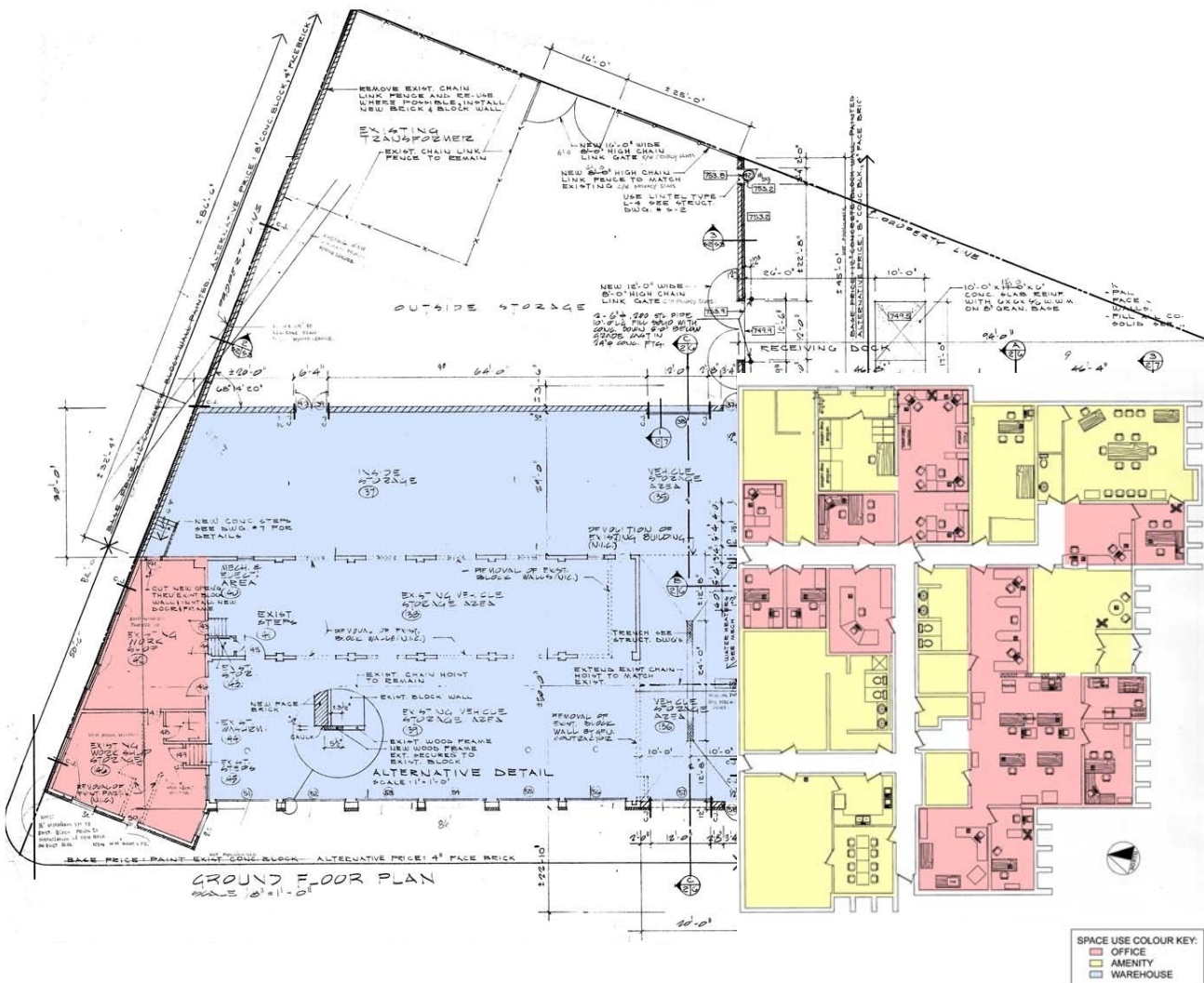


### 10 Lisgar Street Customer Service Centre

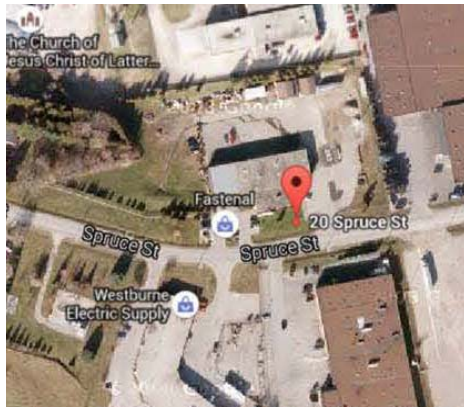
Office Area – 8,496 SF+/-  
Warehouse – 10,114 SF+/-  
Total – 18,609 SF+/-



- Year Built - Circa 1970
- Functions for Customer Services, Building, Engineering  
Tillsonburg Hydro
- Call Centre for Town Departments
- Spaces include Offices, truck storage and amenity spaces
- No. of Offices – 10
- No. of Workstations - 15
- Spaces are connected via corridors
- Public access at grade
- Staff working environment is dated, however acceptable
- The building envelop requires a great detail of repair
- Expansion to this building would be difficult
- Was constructed for public utilities







### 20 Spruce Street Operation Services

Office Area – 3,326 SF+/-  
Warehouse – 14,327 SF+/-  
Total – 17,653 SF+/-

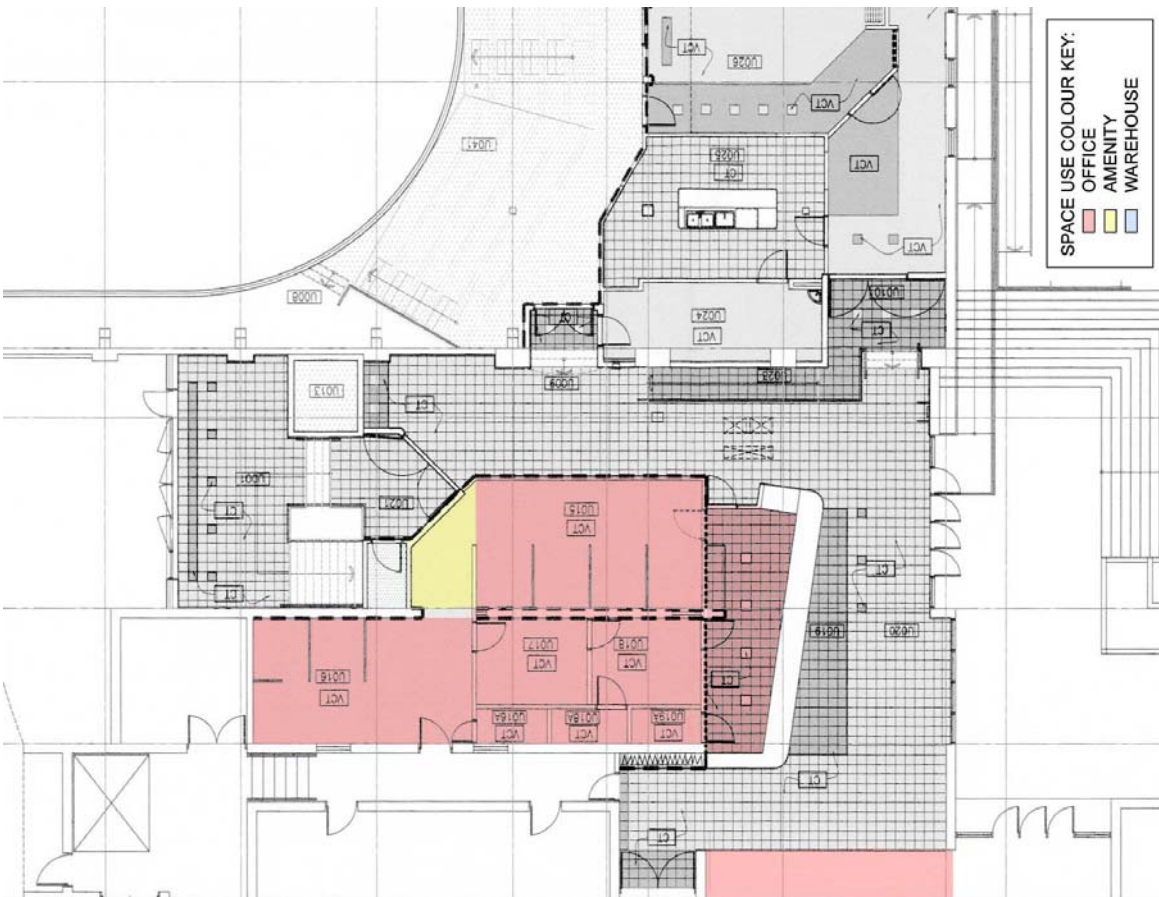
- Year Built – Circa 1970
- Functions for Public Works, Roads, Water
- Spaces include Offices, Fleet Warehouse and amenity spaces
- No. of Offices – 6
- No. of Workstations - 0
- Spaces are connected via corridors
- Public access at grade
- Staff working environment is dated, however acceptable
- Expansion to this building is possible but unlikely for a location for a Town Hall



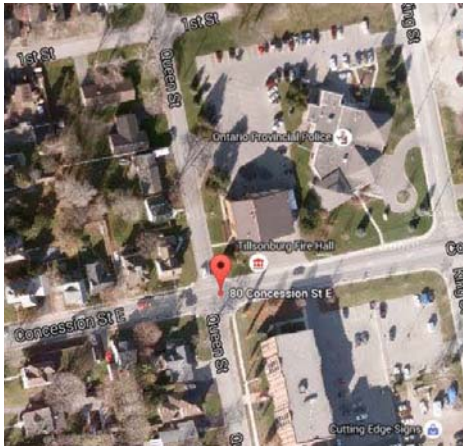


**45 Hardy Avenue**  
**Tillsonburg Community Centre**  
 Office Area – 1,600 SF+/-

- Year Built – Circa 1970 with Multiple Additions since
- Functions as the Recreation, Culture and Parks
- Spaces include Offices, Arena, Pool, Senior Centre, Outdoor Recreation
- No. of Offices – 3 Plus 2 not seen
- No. of Workstations - 7
- Spaces are accessed behind a Customer Service
- Public access at grade / elevator at rear of building
- Staff Environments are acceptable
- This building is a dedicated recreational use building

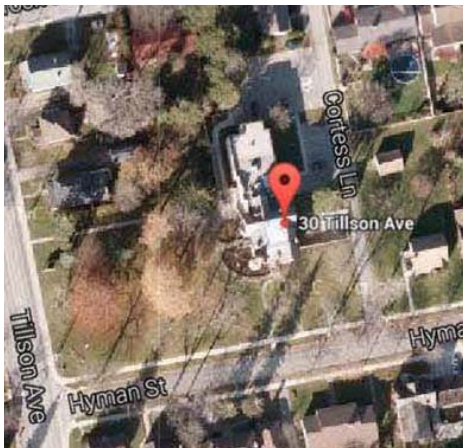






### 80 Concession Street East Tillsonburg Fire Hall

- Year Built – Circa 1979
- Function – Fire Hall with Dispatch Services
- Spaces include – 3 Bay Apparatus Area, Offices, Dispatch, Crew spaces
- Spaces are connected via corridors / Stairs
- Public access at grade only
- Staff working environment is acceptable
- Not reviewed for the study



### 30 Tillson Avenue Annandale Museum

- Year Built – 1883
- National Historic Site
- Not reviewed for the study





### **3.0 OVERVIEW OF SURVEY**

#### **3.1 Questions**

Survey questions focused on the following discussion items:

- a) The 5 most critical products / services provided by that Division;
- b) Level of interaction with the public as well as personal or confidential information;
- c) Level of interaction with other staff / Divisions / Departments;
- d) Space requirements for seasonal / temporary / visiting staff;
- e) Projected growth of staff population (within 5 years); and
- f) Specific amenity needs of each department.

#### **3.2 Survey Responses**

Seven (7) Survey responses were completed and received:

- Office of the CEO
- Clerk
- Building / Planning / Bylaw
- Finance + CSC
- Recreation, Culture & Parks
- Operation Services Fire Services

#### **3.3 Survey Results**

Refer to the following pages:

## Town of Tillsonburg - Space Needs Study

## 3.3 Survey Summary

DEPARTMENTS	Office of the CAO	Clerk	Building / Planning / By-Law	Finance + CSC	Recreation, Culture & Parks	Operations Services	Fire Services
5 CRITICAL PRODUCTS / SERVICES	1. Economic Development 2. Marketing and Communication 3. Town Administrative Oversight 4. Governance – Council 5. Reception Services	1. Council Agendas & Minutes 2. Vital Stats – Burial Permits, Death Registration, Civil Marriages Services 3. Committees of Council 4. By-Laws 5. Records Management	1. Review and Issuance of Building Permits 2. Building an Property Standard Inspections 3. Planning & Development Applications 4. Building, Planning, By-law Inquiries & Reporting	1. Budgeting Support 2. Purchasing Support 3. Customer Service 4. IT Support 5. Taxation	1. Recreational & Cultural Programs for Area Residents 2. Museum Display and Collection Activities 3. Recreational Meetings and Event Space Rentals 4. Parks & Cemetery Services to Area residents 5. Facility Maintenance Services to Corporation	1. Road Maintenance 2. Water Distribution 3. Hydro Distribution 4. Sanitary & Storm Collection 5. Asset Management (data collection / management, analysis / design, capital planning)	1. Fire Suppression and Rescue Services 2. Community Emergency Management Program 3. Fire Emergency Communications & Customer Service 4. Fire Prevention & Public Education 5. Fire Code Enforcement
INTERACTION FACE TO FACE	Public - High Clerk - High Building - High Finance - High Parks - High Operations - High Fire - High	Public - High CAO / Mayor / Council - High Building - High Hydro - High Customer Service - High Engineering - Medium - High	Public - High CAO - Low Clerk - Medium Engineering - Medium Operations - Low	Public - High CAO - Medium Clerk - Medium Building - Low Parks - Medium Operations - Medium Hydro - Low	Public - High Clerk - Medium Finance - Medium Operations - Med - Low Fire - Low	Public - High Building - High Finance - Medium Engineering - High	Public - High Building - Low Finance - Low Operations - Medium
STAFFING	14	3	8	12	29	45	33
PROJECTED GROWTH - 5 YEAR	0	1	0	0	2	5	13
WORKSPACE REQUIREMENTS	6 - Offices 1 - Office Shared for 3 1 - Reception 1 - Workspace	2 - Offices 1 - Reception 1 - Workspace	5 - Offices 1 - Reception for 2 Staff 2 - Workspaces	4 - Offices 1 - Reception 8 - Workspaces	3 - Offices 1 - Reception 5 - Workspaces 3 - Workspaces Shared 3 - Other	9 - Offices 1 - Reception 10 - Workspaces 3 - Workspaces Shared	3 - Offices 1 - Reception 3 - Workspace 2 - Other

## 3.3 Survey Summary

DEPARTMENTS	Office of the CEO	Clerk	Building / Planning / By-Law	Finance + CSC	Recreation, Culture & Parks	Operations Services	Fire Services
<b>AMENITY SPACE NEEDS</b>	Reception Counter – Yes Dedicated Space – No Shared Spaces – Yes File Storage Library / Storage Computer Storage Electronic Equipment Copy Room Refuge Area Break Room Convenience Station	Reception Counter – Yes Dedicated Space – No Shared Spaces – Yes File Storage Library / Storage Computer Storage Electronic Equipment Copy Room Refuge Area Break Room Convenience Station	Reception Counter – Yes Dedicated Space – No Shared Spaces – Yes File Storage Library / Storage Computer Storage - Scanners Electronic Equipment Copy Room Refuge Area Break Room – 8 people Convenience Station – 8 people	Reception Counter – Yes Dedicated Space – No Shared Spaces – Yes File Storage Library / Storage Computer Storage Electronic Equipment Copy Room – 2 Shared Refuge Area Break Room – 2 Shared Convenience Station – 2 x 2 (M / F) Shared	Reception Counter – Yes Dedicated Space – No Shared Spaces – Yes File Storage Library / Storage Computer Storage – 8 x 4 Electronic Equipment Copy Room – 6 x 6 Refuge Area Break Room – 20 x 30 Convenience Station – 8 x 8	Reception Counter – Yes Dedicated Space – No Shared Spaces – Yes File Storage Library / Storage Computer Storage Electronic Equipment – 15 x 15 Copy Room – 6 x 6 Refuge Area Break Room – 40 x 40 Convenience Station – 8 x 8	Reception Counter – Yes Dedicated Space – No Shared Spaces – Yes File Storage – 10 x 12 / 10 x 16 Library / Storage 12 x 16 / 20 x 20 Computer Storage – 16 x 20 Electronic Equipment – 15 x 15 Copy Room – 10 x 12 Refuge Area – 16 x 20 Break Room – 20 x 30 / 6 x 8 Convenience Station – 8 x 8
<b>SPECIFIC AMMINITY NEEDS</b>	Council Chamber – 100 Boardroom – 12 Boardroom – 6 HR Training Room – Size?	Council Chamber Boardroom – 15 Boardroom Training Room Records Vault Room	Plans Storage – 150 SF	Boardroom – 6-8-13 Boardroom Presentation Room Training Room Server Room – 12 x 12		Field Equip. Storage – 10 x 10	Apparatus Bays – 70 x 80 Hose Tower – 10 x 8 x 3 Storeys Locker / Wash Room – 40 – 50 Lockers SCBA Fill Station – 14 x 16 Sinker Gear / Dryer – 10 x 10 / 10 x 16 PPE Storage - 10 x 12 Generator / Electrical – 10 x 12



## Town of Tillsonburg - Space Needs Study

## 3.4 Summary of Spaces

Department	Staff		Space Type	Number Required	Proposed			Alternate	REMARKS	
	Current	Future			Room Size	Area (SF)	Area (SF)			
Office of the CAO / Council										
Chief Administrative Officer / President THI	1	0	Office	1	14	x	18	252	252	Lounge / workspace Workspaces are shared
Mayor	1	0	Office	1	14	x	18	252	252	
Councillor	6	0	Workspace	1	15	x	20	300	300	
Assistant to CAO / Mayor	1	0	Workspace	1	8	x	8	64	54	
Commissioner of Economic Development	1	0	Office	1	10	x	14	140	140	
Marketing / Partnership Officer	1	0	Workspace	1	8	x	8	64	54	
Manager of Human Resources	1	0	Office	1	10	x	14	140	140	
HR Assistant / Payroll	1	0	Office	1	10	x	14	140	140	
General Manager / CEO THI	1	0	Office	1	10	x	14	140	140	
Total	14	0		9				1492	1472	
Clerk										
Clerk	1		Office	1	10	x	14	140	140	
Deputy Clerk	1		Office	1	10	x	14	140	140	
Records Management Coordinator	1		Workspace	1	8	x	8	64	54	
Part Time / Student	0	1	Workspace	1	8	x	8	64	54	
	3	1		4				408	388	
Building / Planning / Bylaw										
Chief Building Official	1	0	Office	1	10	x	14	140	140	Reception counter with 2 workspaces
Deputy Chief Building Official	1	0	Office	1	10	x	14	140	140	
Property Standards / Bylaw Officer	1	0	Office	1	10	x	14	140	140	
Municipal By-Law Officer	1	0	Office	1	10	x	14	140	140	
Development Technician	1	0	Workspace	2	8	x	8	128	108	
County Planner	1	0	Office	1	10	x	14	140	140	
Summer Students	2	0	Workspace	2	8	x	8	128	108	
Total	8	0		9				956	916	
Finance										
Director	1	0	Office	1	10	x	14	140	140	
Deputy Treasurer	1	0	Office	1	10	x	14	140	140	
Budget Analyst	1	0	Workspace	1	8	x	8	64	54	
Purchasing Coordinator	1	0	Workspace	1	8	x	8	64	54	
Accounts Payable / Accounts Receivable	1	0	Workspace	1	8	x	8	64	54	
Revenue Manager	1	0	Office	1	10	x	14	140	140	
Tax Clerk	1	0	Workspace	1	8	x	8	64	54	
Customer Service Reps / Billing Support Clerks	4	0	Workspace	4	8	x	8	256	216	
Information Technology	1	0	Workspace	1	8	x	8	64	54	
Total	12	0		12				996	906	
Recreation, Culture & Parks										
Director	1	0	Office	1	10	x	14	140	140	
Manager of Parks & Facilities	1	0	Office	1	10	x	14	140	140	
Unassigned / Spare	1	0	Office	1	10	x	14	140	140	
Total	3	0		3				420	420	
Department	Staff		Space Type	Number Required	Proposed		Alternate	REMARKS		
	Capacity	Future			Room Size	Area (SF)	Area (SF)			
Operations Services										
Director	1	0	Office	1	10	x	14	140	140	
Operations Administrator	1	0	Workspace	1	8	x	8	64	54	
Manager of Engineering	1	0	Office	1	10	x	14	140	140	
Senior Operations Technologists	1	0	Workspace	1	8	x	8	64	54	
Asset Management Technologists	1	0	Workspace	1	8	x	8	64	54	
Total	5	0		5				472	442	

## Town of Tillsonburg - Space Needs Study

## 3.4 Summary of Spaces

Department	Staff		Number Required	Proposed			Alternate	REMARKS	
	Current	Future		Room Size		Area (SF)	Area (SF)		
Office / Work Space Summary									
Office of the CAO / Council	14	0					1,492	1,472	
Clerk	3	1					408	388	
Building / Planning / Bylaw	8	0					956	916	
Finance	12	0					996	906	
Recreation, Culture & Parks	3	0					420	420	
Operation Services	5	0					472	442	
Total	45	1	0				4,744	4,544	
Department	Staff		Space Type	Number Required	Proposed			Alternate	REMARKS
	Capacity	Future			Room Size		Area (SF)	Area (SF)	
Common Spaces									
Entry Vestibule					8	x	10	80	
Staff Vestibule					8	x	10	80	
Reception					10	x	10	100	
Main Lobby / Welcome Area / Display Area					20	x	20	400	
Council Chamber	100				50	x	75	3,750	3,000
Board Room - 1	12				14	x	20	280	280
Board Room - 2	6				10	x	15	150	150
Training Room	20				20	x	25	500	0
Break - Out Room - 1					8	x	10	80	80
Break - Out Room - 2					8	x	10	80	80
Lunch Room / Kitchen - Staff					15	x	30	450	450
Mail Room					8	x	10	80	80
Copy Room					10	x	15	150	150
File Room					10	x	15	150	150
Library Room					10	x	12	120	120
Map Room					10	x	15	150	150
Plotter Room					10	x	15	150	150
Washrooms - Public					12	x	25	300	300
Washrooms - Staff					12	x	25	300	300
Universal Barrier Free Washroom					10	x	10	100	100
Waste Recycling Room					10	x	12	120	120
Loading Area					8	x	8	64	0
General Storage					20	x	30	600	550
Vault					15	x	20	300	250
IT / Server Room					15	x	15	225	200
Mechanical Room					15	x	15	225	200
Electrical Room					15	x	15	225	200
Sprinkler Room					15	x	15	225	200
Elevator					10	x	10	100	100
Elevator Equipment Room					10	x	10	100	100
Stair 1					10	x	25	250	250
Stair 2					10	x	25	250	250
Stair 3					15	x	25	375	325
Total Common Space								10,509	8,845
Total Common Space + Office Space								15,253	13,389
Chamber of Commerce - 20 Oxford St.								800	800
BIA - 41 Bridge St. W.								400	400
Unassigned								1,852	1,600
Sub - Total								18,305	16,189
Circulation & Walls - 30%								5,523	4,857
Total								23,828	21,046

## **5.0 Site Selection – Guiding Principles**

### **5.1 Site Selection Criteria / Location Determinants**

Many factors determine the most appropriate and cost-effective location for a New Town Hall. The final decision will be a balance of both tangible and intangible selection criteria and preferences. The site selection process should include various types of properties and should include an investigation of both “greenfield and brownfield” parcels that could have the greatest impact in improving Downtown’s, neighborhoods and communities overall.

### **5.2 Location**

The most critical determinant for the location of a Town Hall is “Community Presence,” one that is prominent and easily visible and recognizable as leader in local government, for staff, and visitors and the Community customer it serves.

### **5.3 Size**

Ensure adequate site space is available to accommodate current needs and future expectations. Accommodate a desired level of public space for arts, entertainment, and recreation. Accommodate staff parking, visitor parking, and accommodate the needs for future expansion. The size of site will also dictate whether the building becomes a multiple floor structure (1, 2 or 3 storey structure).

### **5.4 Sustainable Design**

The sustainability component of the site selection and development process should focus on the selection of sites that will have:

- *Least negative impact on the environment*
- *Fewest possible threats from the environment*
- *Require the least extraction of natural resources for site preparation, construction, and operation*
- *Redevelopment and Rehabilitation Potential*
- *Alternative Transit Availability*
- *Energy Efficiency or Reduction in Usage*
- *Habitat Preservation or Improvement*

### **5.5 Cost**

The cost to purchase property at fair market value is understood to impact any development budget. The building site itself is a powerful determinant of construction costs. Sloped sites cost more to build on than level sites. Sites with poor soils conditions, high ground water tables, environmentally sensitive parcels of land, often require special and expensive construction methods.





Investment in additional studies and evaluations to understand site conditions and development challenges before the purchase is critical to uncover some of the hidden development costs that will need to eventually be dealt with during the detailed design of the site.






## Town of Tillsonburg - Space Needs Study

An evaluation of sites should include the following:



### 5.6 Cultural Factors

Existing Use, Ownership and Control	
<p><i>Site Context / Location</i></p> <p><i>Type of Land Ownership – Municipal or Private</i></p> <p><i>Legal property description, including limits of property, easements, rights of ways, and north indication.</i></p> <p><i>Zoning Bylaws and Local Codes / Function and Pattern of Land Use</i></p> <p><i>Current Uses / Adjacent Uses</i></p> <p><i>Setbacks</i></p> <p><i>Staff / Public Parking</i></p>	
Traffic and Transportation	
<p><i>Apparatus driveway and Point of entry - front door</i></p> <p><i>Vehicular turning radius</i></p> <p><i>Delivery / service entrance</i></p> <p><i>Transit / Walkability</i></p> <p><i>Traffic Capacity</i></p>	
Immediate Surroundings	
<p><i>Neighbourhood structures</i></p> <p><i>Shading and solar access</i></p> <p><i>Noise from streets, emergency services, aircraft, Odours, etc.</i></p> <p><i>Views and vistas</i></p>	
Site History - Former Site Uses	
<p><i>Hazardous dumping</i></p> <p><i>Landfill</i></p> <p><i>Old foundations</i></p> <p><i>Archaeological grounds</i></p> <p><i>Historic worth / History of existing structures</i></p>	

## 5.7 Technical Factors

Utilities	
<p><i>Potable water</i></p> <p><i>Sanitary Sewer Service</i></p> <p><i>Storm drainage (surface , sub-surface)</i></p> <p><i>Electricity</i></p> <p><i>Gas</i></p> <p><i>Telephone</i></p> <p><i>Cable / data / communications</i></p> <p><i>Fire Protection</i></p>	
Climate	
<p><i>Solar Orientation</i></p> <p><i>Shading of (or from) adjacent structures, natural features and vegetation</i></p> <p><i>Prevailing Winds</i></p>	
Topography / Hydrology	
<p><i>Topography</i></p> <p><i>Contours and spot elevations</i></p> <p><i>Slopes: percentage, aspect, orientation</i></p> <p><i>Erosion Channels</i></p> <p><i>Extent, location, and general configuration of rocks, ledges, outcrops, ridges, drainage lines, and other unique features</i></p> <p><i>Visual characteristics</i></p> <p><i>Potential problem areas during construction: siltation, erosion, etc.</i></p> <p><i>Analysis of physical features, including major focal and vantage points and their relationship within, into, and out from the site.</i></p> <p><i>Existing access and circulation</i></p> <p><i>Vehicular</i></p> <p><i>Pedestrian</i></p> <p><i>Vegetation</i></p> <p><i>Existing water bodies</i></p> <p><i>Drainage Canals: rivers, streams, marshes, lakes, ponds, etc.</i></p> <p><i>Natural and built</i></p>	

## Town of Tillsonburg - Space Needs Study

<p><i>Alignments and gradients</i></p> <p><i>Existing water way easements</i></p> <p><i>Surface</i></p> <p><i>Sub-surface</i></p> <p><i>Surface Drainage</i></p> <p><i>Patterns on and off the site (location of streams and washes)</i></p> <p><i>Proximity to floodplains</i></p> <p><i>Maximum flood level</i></p> <p><i>Frequently flooded areas</i></p> <p><i>Local watershed areas, amount of runoff collected, and location of outfalls</i></p> <p><i>Swampy and concave areas of land without positive drainage and other obstacles that may interrupt or obstruct natural surface drainage</i></p> <p><i>Potential areas for impoundments, detention/retention ponds.</i></p>	
<b>Subsurface / Geotechnical Soil Conditions</b>	
<p><i>Basic surface soil type: sand, clay, silt, rock, shale, gravel, loam, limestone, etc.</i></p> <p><i>Rock and soil type: character/formation and origin</i></p> <p><i>Geologic formation process and parent material</i></p> <p><i>Inclination</i></p> <p><i>Bearing capacity</i></p> <p><i>Bedrock</i></p> <p><i>Depth to Bedrock</i></p> <p><i>Bedrock Classification</i></p> <p><i>Seismic Conditions / Requirements</i></p> <p><i>Environmental Hazards</i></p>	
<b>Financial Factors</b>	
<p><i>Site Acquisition and Relocation Costs</i></p> <p><i>Demolition/Remediation Costs</i></p> <p><i>Site Construction and Preparation Costs</i></p> <p><i>Infrastructure Improvements</i></p>	

**5.8 Civic Architecture and Civic Spaces**

Civic Architecture and Civic Spaces are institutions, such as town halls, city halls, court houses, libraries, and cultural facilities, public markets, parks and squares, police stations and fire halls, are all the foundations of a civil society and the cornerstones of democracy.



## 7.0 ACCESSIBILITY IN THE WORKPLACE

On June 13, 2005, the *Accessibility for Ontarians with Disabilities Act, 2005* (AODA) received Royal Assent and is now law. The purpose of the AODA 2005 is to benefit all Ontarians by developing, implementing and enforcing accessibility standards in order to achieve accessibility for Ontarians with disabilities by 2025. A disability is any restriction or incapacity that prevents one from doing something.



A disability can be visible or invisible, for example:

- Mobility - People requiring the use of a mobility device (wheelchair or scooter), an assistive device (cane/crutch or walker) or persons of short stature.
- Sensory - People experiencing deficits in sight, hearing or smell.
- Coordination - People with multiple sclerosis, arthritis or pregnant women.
- Strength and endurance - People with heart conditions or breathing difficulties.
- Cognitive - People who experience memory loss or have an intellectual disability.

### Planning For Accessibility: Key Points

#### 7.1 General

- The goal of renovations should be to provide universal access for all people, including all ages and abilities, an overall functional environment, which will benefit everyone and offer equal opportunity to employment, community services and volunteer experiences.
- Design considerations should include accommodation of the needs of persons with mobility/agility impairments, sensory impairments, co-ordination impairments, strength/endurance impairments and cognitive impairments.

#### 7.2 Accessible Routes

- The minimum turning radius required by most mobility devices is 1500 mm (5'). Appropriate maneuvering space should be available in areas such as landings, at intervals along longer paths and within any room type (washrooms, offices, meeting rooms).

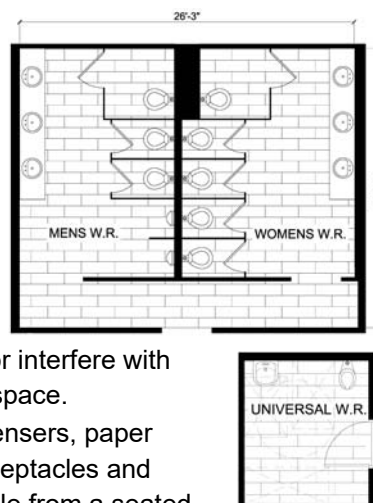
#### 7.3 Accessible Entrances

- Main entrances should provide barrier-free access. However, where it is not possible to alter these entrances, an alternate accessible entrance may be provided in conjunction with the above accessible routes and parking.
- It is recommended that access be provided to main accessible entrances by both ramps and stairs with handrails.
- Ramp slopes should be a maximum of 1:12. Slopes of 1:16 to 1:20 are easier for most people to negotiate. That is: for every 1" of vertical rise, 12" of horizontal ramp is required (e.g. a 5" step would require a 60" ramp to be built).

- Accessible doors and doorways within the building should provide a minimum of 850 mm (33-1/2") of clear space. That is, when the door is open, the space from the door to the opposite side of the doorframe should be a minimum of 850 mm (33-1/2").
- Accessible door hardware should be lever-type, push/pull or d-shaped.
- If an automatic door is available, the 'push-pad' should be a minimum 150 mm (6") diameter button with the international symbol of accessibility clearly identified.
- Windows or glass panels should be clearly identifiable (colour contrasting frames, markings on glazing).
- Changes in colour and texture as well as appropriate signage should be considered.
- Appropriate lighting should be provided in these areas.

#### 7.4 Accessible Washrooms

- If modifying an existing washroom is not possible, design of at least one individual accessible unisex washroom should be considered. Although larger in size, unisex washrooms provide an individual with the ability to have assistance by a caregiver.
- Appropriate transfer space on one side and in front of the toilet should be provided. Flush controls should be located on the transfer side of the toilet. Dispensers and other accessories should not obstruct or interfere with the safe use of the grab bars, transfer or maneuvering space.
- Accessories (such as light switches, mirrors, soap dispensers, paper towel dispensers, hand dryers, coat hooks, garbage receptacles and shelves) should be mounted at a height that is accessible from a seated position. Appropriate clear floor space beneath and/or in front of each fixture should be considered.



#### 7.5 Accessible Kitchens / Coffee Areas

- Kitchens should provide appropriate clear floor space in front of appliances and work spaces. Custom millwork and careful product selection will give you the opportunity to design areas, which are fully accessible.
- Accessible workspaces should have appropriate clear space underneath.
- Switches, outlets and controls should be located at the front of appliances and counters.
- Cabinets should provide some shelving that is accessible from a seated position or a pantry could be constructed.
- Sinks should be mounted so that appropriate knee and toe space is provided underneath. Faucets should have handles that are lever-type. Pipes and drains under the sink should be insulated to prevent injury.
- Any vending machines, coffee makers, microwave or other appliances should be accessible.

#### 7.6 Access between Floors

- Elevating devices should be considered where any significant change in level cannot be safely or feasibly accommodated.
- Space for maneuvering of a variety of mobility devices and for transportation of two people, where assistance to travel between floors is required, should be considered.

#### 7.7 Offices and / or Meeting / Program Rooms

- All meeting rooms, program rooms and staff areas should be accessible. All furniture and office accessories/equipment should be located so that they do not obstruct accessible paths of travel or interfere with interior room maneuvering spaces.

## 7.8 Signage

- Signage will be important to all people using the building. To improve the environment for persons with visual impairments, signage should be mounted at a consistent height of 1525 mm (5').

## 7.9 Public phones

- If public phone(s) are available, at least one should be installed with a clear knee space of 720 mm (29") with the maximum highest point no more than 1200 mm (47").

## 8.0 SUSTAINABLE OFFICE ENVIRONMENTS

A sustainable office environment and design requires building an office to the highest quality and functional standard, understanding aesthetic, environmental and social benefits, and always based on cost assessments that reflect the whole office interior life cycle, in order that the investment can be responsibly maintained.

Modifications to existing spaces should be considered with the integration of sustainable design principles. Environmental aspects could include:



- Plan to enhance work environments through healthy and vibrant internal environments including excellent levels of natural light and ventilation with personal control.
- Does not endanger the health of the occupants through exposure to pollutants, the use of toxic materials or providing host environments to harmful organisms - Use renewable and recycled and recyclable resources and materials wherever possible.
- Optimizing natural light and views to the exterior with the open office design
- Reuse of materials, including carpeting, and other salvaged materials and equipment.
- Selection of low emitting materials and recycled content materials
- Installation of energy-efficient lighting with sensors and a sophisticated control system to significantly reduce the use of electricity in the office
- Maintained the majority of the existing construction, reused some components within the project, and recycled most of the construction waste
- Commitment to the space through a long term lease, lengthening the cycle of tenant fit-ups that often occurs with short-term leases
- Green housekeeping practices by the property manager and tenant complement the sustainable principles of the project.
- Uses materials that are environmentally friendly in manufacture, use and disposal



**Town of Tillsonburg - Space Needs Study**

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- Planning the space to optimize the exterior views and to use natural light as a resource for all occupants.
- Finishes should be chosen for their durability, their recyclability, and their low toxicity.
- Use of energy efficient fixtures and renewable, sustainable products and materials were specified.
- Reuse of existing materials.
- Use of recycled content for carpet, sheet flooring and fabrics.
- Use of low VOC interior paints and other floor, wall and ceiling finishes.
- Light colours are used on large walls and ceiling surfaces to reflect as much natural light as possible.
- Overhead lighting can be switched / controlled by photocells that detect if enough daylight is illuminating the open space.
- Occupancy sensors in the private offices and conference rooms assure that overhead lighting is turned off automatically when the rooms are not occupied.

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**Subject:** COVID-19 Workplace Vaccination Policy

**Report Number:** CS 21-29

Department: Corporate Services Department

Submitted by: Michelle Smibert, Director of Corporate Services

Meeting Type: Council Meeting

Meeting Date: Monday, October 25, 2021

## **RECOMMENDATION**

THAT the attached COVID-19 Workplace Vaccination Policy be adopted.

## **BACKGROUND**

At the October 12, 2021 meeting of Tillsonburg Town Council, the following resolution was passed:

Resolution # 2021-428

Moved By: Councillor Esseltine

Seconded By: Councillor Luciani

THAT the Town of Tillsonburg adopt a Proof of Vaccination Policy for Staff, Council Members, Committee Members, Contractors, Consultants and Students;

AND further that the County of Oxford's recently approved Workplace Vaccination Policy be adapted to serve as the Proof of Vaccination Policy for the Town of Tillsonburg requiring that:

- All active town staff, committee members, contractors, consultants, students and volunteers provide required proof of vaccination status against Covid-19, or
- As an alternative to vaccination in the short term, complete mandatory education and undertake regular antigen testing providing proof of a negative result prior to attending any Town of Tillsonburg at work location, and



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· That proof of Covid 19 vaccination be a condition of employment for all new employees;

All of this in a manner that complies with applicable privacy and human rights legislation;

And that staff are directed to report back to Council regarding vaccination data.

## **DISCUSSION**

The attached policy is essentially the Oxford County policy with a couple of exceptions:

- Section 5 “Obtaining a Test” has been changed to reflect Zorra Township’s policy as the Town does not have the resources to do testing on-site.
- Section 11 “Exceptions” has been changed slightly to reflect the fact that Fire and Emergency Services may have additional mandates or directives. We deleted the reference to Long Term Care and Paramedic Services as was noted in the County policy.

If this policy is adopted, then staff will work on the procedure behind the policy for the implementation.

## **CONSULTATION**

County of Oxford, Zorra Township, Health and Safety Officer, CAO

## **FINANCIAL IMPACT/FUNDING SOURCE**

As testing will be at the cost of the individual, there should be little financial impact other than the staff time to implement this policy.

## **CORPORATE GOALS**

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

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

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

**ATTACHMENTS**

Appendix A – Draft COVID-19 Workplace Vaccination Policy

Policy #



### **ADMINISTRATION**

Policy #: \_\_\_\_ COVID-19 Workplace Proof of Vaccination

Approval Date:

Approval Authority: Council

Effective Date:

Next Scheduled Review Year: 2024

Department: Human Resources

Last reviewed:

Revision Date/s:

Schedules:

### **POLICY STATEMENT**

The Town of Tillsonburg is legally obligated to take all reasonable precautions to protect the health and safety of its workforce. The Town is demonstrating its commitment to promoting vaccinations as a means to ensure the health and safety of all members of its workforce and the broader community.

The purpose of this policy is to outline the Town's expectations with regard to COVID-19 vaccination and provide direction regarding the requirement to receive the COVID-19 vaccination, provide proof of vaccination or an approved exemption and identify conditions for attending the workplace without vaccination.

To help reduce the risk of COVID-19 transmission, this policy is an important measure that complements other workplace health and safety measures in place including daily screening, mandatory masking, physical distancing, hand hygiene and enhanced cleaning.

This policy applies to all active Town employees, student placements, contractors, volunteers, and members of County Council/Boards. New employees will be required to provide proof of vaccination status as a condition of employment.



Policy #

## DEFINITIONS

**“COVID-19”** A virus belonging to a large family called coronavirus which includes the virus that causes the common cold and more severe disease such as Severe Acute Respiratory Syndrome (SARs) and Middle East Respiratory Syndrome (MERS-COV). The virus that causes COVID-19 is a novel coronavirus, named SARS-CoV-2.

**“Vaccine”** For the purposes of this Policy, a vaccine is defined as a Health Canada approved substance used to stimulate the production of antibodies and provide immunity against SARS-CoV-2

**“Fully Vaccinated”** Having received the full series of a COVID-19 vaccine or combination of COVID-19 vaccines approved by Health Canada (e.g., two doses of a two-dose vaccine series, or one dose of a single-dose vaccine series); and having received the final dose of the COVID-19 vaccine at least 14 days ago, and be committed to receive any further recommended boosters.

**“Proof of Vaccination”** Documentation issued by the Ontario Ministry of Health, other province or territory or international equivalent indicating individual immunization status against the COVID-19 virus.

**“Proof of Medical Exemption”** Medical documentation provided by a physician or nurse practitioner in the extended class that sets out: (i) an acceptable medical reason for not being fully vaccinated against COVID-19, and (ii) the effective time-period for the medical reason.

**“Educational Program”** An educational program that is provided by the Town and addresses the following learning components:

- How COVID-19 vaccines work
- Vaccine safety related to the development of the COVID-19 vaccines
- Benefits of vaccination against COVID-19
- Risks of not being vaccinated against COVID-19
- Possible side effects of COVID-19 vaccination

**“Contractor/Consultant”** For the purpose of this policy, a contractor/consultant is defined as any individual who is hired to perform work for the Town or works for a business or organization that has been contracted by the Town to perform work and performs such work:

- Indoors OR
- In close proximity to County staff or members of the public. Close proximity means less than 6 feet distance for longer than 15 minutes at any one time.

## PROCEDURES

1. **COVID-19 Vaccinations – Employees, Members of Council/Boards, Volunteers and Student Placements**

**Policy #**

- 1.1 Employees, members of the Town of Tillsonburg/Boards, volunteers, and student placements shall comply with one of the following, in a manner prescribed by the Town, regardless of how often they are currently attending at the work location, or how much time they spend there:
    - a. Provide proof of full vaccination status against COVID-19, or
    - b. Provide acceptable medical documentation or other Human Rights protected reason for not being vaccinated against COVID-19, as outlined in section 3.0, or
    - c. Declare their intent not to be vaccinated against COVID-19 and participate in an educational program.
  - 1.2 An individual outlined in 1.1 b. and c. who does not provide proof of full vaccination against COVID-19 shall submit to regular testing for COVID-19 and demonstrate a negative test result at intervals determined by the Town.
  - 1.3 Where an individual has received one dose of the COVID-19 vaccine and has not yet received their scheduled second dose, the individual shall submit to regular testing for COVID-19 and demonstrate a negative test result at intervals determined by the Town, until 14 days following administration of their second dose.
  - 1.4 Inactive employees on a leave of absence are not required to comply with 1.1 so long as they remain inactive; however, must comply prior to returning from leave.
- 2. COVID-19 Vaccinations – Contractors/Consultants**
- 2.1 Departments are responsible to ensure that all contractors/consultants as defined in this policy are advised of the requirement to have fully vaccinated or regularly tested staff perform work for the Town.
  - 2.2 The Department Director reserves the right to determine if a contractor/consultant meets the definition under this policy and will ensure this policy is applied in a reasonable manner as it relates to contractor/consultants.
- 3. Providing Proof of An Approved Exemption**
- 3.1 The Town will comply with its Human Rights obligations and accommodate individuals who are legally entitled to accommodation. Exemptions will be made for grounds protected by the Ontario Human Rights Code, which include confirmed medical or religious reasons. Human Resources will assist with accommodation questions, concerns and requests.
  - 3.2 Employees are required to provide acceptable medical documentation from either a physician or nurse practitioner in the extended class that sets out:
    - The medical reason(s) that the person cannot be vaccinated against COVID-19 and;
    - The effective time period for the medical reason (i.e., permanent or time-limited).
 Human Resources staff will determine if the medical documentation is acceptable, or if further follow up with the employee's physician or nurse practitioner is necessary.
- 4. Mandatory COVID-19 Vaccination Education**
- 4.1 Unvaccinated individuals who do not have an approved exemption, will complete a mandatory education session regarding COVID-19 vaccination and submit proof they have completed the educational program.
- 5. Obtaining a Test**
- 5.1 Individuals will be required to obtain testing at their own cost outside of working hours.
  - 5.2 Should an individual receive a positive result on a test, they must:
    - Go home immediately and self-isolate, following all public health direction;
    - Get tested as soon as possible (ideally within 48 hours) with a regular laboratory test at a testing center;
    - Contact their Supervisor and Human Resources as soon as possible following the positive test.

## Policy #

**6. Access to COVID-19 Vaccination Clinics**

- 6.1 Reasonable arrangements will be made to allow staff to attend COVID-19 vaccination clinics during work time.
- 6.2 Employees must obtain approval from their supervisor in advance before attending a clinic during work time.
- 6.3 All efforts should be made to allow the employee to use time at the beginning or end of their shift or to extend lunch and break times as operationally feasible to attend vaccination clinics.

**7. New Employees, Volunteers, Student Placements**

- 7.1 Proof of full vaccination status will be required for all newly hired employees as a condition of employment, volunteers, and student placements, unless accommodation is requested for a Human Rights related reason.

**8. Confidentiality**

- 8.1 Information relating to an individual's proof of vaccination and/or reason(s) for not receiving a COVID-19 vaccination will remain in their confidential Human Resources file, and will be collected, protected and reported on in accordance with privacy legislation.

**9. Non-compliance**

- 9.1 In accordance with the Town's Human Resources policies, collective agreements and applicable legislation, directives, and policies, any non-compliance with the COVID-19 Workplace Vaccination Policy will result in a meeting with the employee, including their supervisor and Union representative if applicable.
- 9.2 Non-compliance is subject to possible discipline, up to and including termination of employment.

**10. Continued Adherence to Public Health Measures**

- 10.1 All employees are required to practice Public Health measures to control the spread of COVID-19 regardless of their vaccination status.
- 10.2 Employees must adhere to the Town's health and safety protocols at all times while in the workplace, including daily COVID-19 screening, hand hygiene, physical distancing where possible, and the use of Personal Protective Equipment as required by their position.

**11. Exceptions**

- 11.1 The Chief Administrative Officer reserves the right, based on business operating need, public safety and other relevant considerations, to make exceptions to the policy on an individual and/or departmental basis.
- 11.2 Some Town departments, such as Fire and Emergency Services, may have additional mandates, directives or reporting requirements, and those departmental policies supersede this policy.





**Subject:** 2022 Council Meeting Calendar

**Report Number:** CS 21-30

Department: Corporate Services Department

Submitted by: Amelia Jaggard, Deputy Clerk

Meeting Type: Council Meeting

Meeting Date: Monday, October 25, 2021

## **RECOMMENDATION**

THAT the following regular Council meetings be re-scheduled for 2022:

1. Monday, January 24, 2022 be re-scheduled to Thursday, January 27, 2022 due to the ROMA Conference (January 23 to 25, 2022).
2. Monday, February 23, 2022 be re-scheduled to Thursday, March 3, 2022 due to the OGRA Conference (February 22 to March 2, 2022).
3. Monday, May 23, 2022 be re-scheduled to Tuesday, May 24, 2022 due to Victoria Day.
4. Monday, June 13, 2022 be re-scheduled to Thursday, June 16, 2022 due to the AMCTO Conference (June 12 to 15, 2022).
5. Monday, October 10, 2022 be re-scheduled to Tuesday, October 11, 2022 due to Thanksgiving Monday.

AND THAT the following regular Council meetings be cancelled for 2022:

1. Monday, July 25, 2022
2. Monday, August 22, 2022
3. Monday, December 26, 2022

AND THAT Council Planning meetings for the purpose of holding public meetings for planning applications, be held on the third Monday of each month starting at 4:30 p.m. except in the months of July, August and December.

AND THAT the following Council Planning meetings be re-scheduled for 2022:

CS 21-30

1. Monday, January 17, 2022 be re-scheduled to Tuesday, January 18, 2022 due to an already scheduled Council Budget meeting.
2. Monday, February 21, 2022 be re-scheduled to Tuesday, February 22, 2022 due to Family Day.

## **BACKGROUND**

In accordance with the Town's Procedural By-Law, Council meetings are held on the second and fourth Monday of the month, except in the months of July, August and December.

## **DISCUSSION**

Staff are recommending that Council Planning meetings for the purpose of holding public meetings for planning applications, be held on the third Monday of each month starting at 4:30 p.m. except in the months of July, August and December.

2022 Regular Council meeting dates:

- Monday, January 10, 2022
- Thursday, January 27, 2022
- Monday, February 14, 2022
- Thursday, March 3, 2022
- Monday, March 14, 2022
- Monday, March 28, 2022
- Monday, April 11, 2022
- Monday, April 25, 2022
- Monday, May 9, 2022
- Tuesday, May 23, 2022
- Thursday, June 16, 2022
- Monday, June 27, 2022
- Monday, July 11, 2022
- Monday, August 8, 2022
- Monday, September 12, 2022
- Monday, September 26, 2022
- Tuesday, October 11, 2022
- Monday, October 24, 2022
- Monday, November 14, 2022
- Monday, November 28, 2022
- Monday, December 12, 2022

CS 21-30

2022 Council Planning meeting dates:

- Tuesday, January 18, 2022
- Tuesday, February 22, 2022
- Monday, March 21, 2022
- Monday, April 18, 2022
- Monday, May 16, 2022
- Monday, June 20, 2022
- Monday, September 19, 2022
- Monday, October 17, 2022
- Monday, November 21, 2022

## **CONSULTATION**

Senior Planner.

Following Council approval, the 2022 Council Meeting Calendar will be circulated to MP Dave MacKenzie, MPP Ernie Hardeman, County of Oxford Clerk's Office and the County of Oxford Planning Department. The calendar will be shared in the local newspaper and posted on the Town website.

## **FINANCIAL IMPACT/FUNDING SOURCE**

Staff Time.

## **CORPORATE GOALS**

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

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

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

Not applicable.

## **ATTACHMENTS**



CS 21-30

None.

**Report Approval Details**

Document Title:	CS 21-30 2022 Council Meeting Calendar.docx
Attachments:	
Final Approval Date:	Oct 20, 2021

This report and all of its attachments were approved and signed as outlined below:

Kyle Pratt



**Subject:** Local Government Week October 18 to 22, 2021

**Report Number:** CS 21-31

Department: Corporate Services Department

Submitted by: Amelia Jaggard, Deputy Clerk

Meeting Type: Council Meeting

Meeting Date: Monday, October 25, 2021

## **RECOMMENDATION**

THAT Council receives report CS 21-31 Local Government Week October 18 to 22, 2021, as information.

## **BACKGROUND**

Local Government Week was developed by the Province of Ontario, the Association of Municipal Managers, Clerks, and Treasurers of Ontario, and the Association of Municipalities of Ontario to celebrate the key role that Ontario local governments play in helping to define the character, priorities, and amenities of communities.

## **DISCUSSION**

In past years the Town has invited local Grade 5 students to attend the Community Centre for a day filled with engaging and informational sessions presented by various Town and County Departments, as well as outside agencies including the Oxford County Library and the LPRCA.

This year in recognition of Local Government Week to be held the week of October 18 to 22, 2021, staff organized a poster contest for local Grade 5 students for an opportunity to win a Pizza Party for their classroom.

Students were invited to submit a hand drawn poster on what municipal career interests them most. Staff provided information on municipal careers to assist classroom's with gaining an understanding of the many municipal career opportunities available.

CS 21-30

The student with the most creative poster will earn their classroom a Pizza Party. In addition, one student from each class will be awarded a Tillsonburg “Swag Bag” for most creative poster.

The contest closes on Monday, October 18, 2021. At the time of writing this report staff have received one classroom’s submission.

## CONSULTATION

Clerk’s Office, Communications Officer and Mayor.

## FINANCIAL IMPACT/FUNDING SOURCE

Monies were approved for this event in the 2021 budget.

## CORPORATE GOALS

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

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

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

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

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

**Priority Project – Immediate Term** – Youth Engagement Strategy and Youth Advisory Committee

## ATTACHMENTS

None.



CS 21-30

**Report Approval Details**

Document Title:	CS 21-31 Local Government Week October 18 to 22, 2021.docx
Attachments:	
Final Approval Date:	Oct 20, 2021

This report and all of its attachments were approved and signed as outlined below:

Kyle Pratt



**Subject:** Offer to Purchase – Lot 3B, Van Norman Innovation Park

**Report Number:** EDM 21-29

Department: Economic Development Department

Submitted by: Cephas Panschow, Development Commissioner

Meeting Type: Council Meeting

Meeting Date: Monday, October 25, 2021

## **RECOMMENDATION**

THAT Council receives report EDM 21-29 Offer to Purchase – Lot 3B, Van Norman Innovation Park;

AND THAT a By-Law be brought forward to authorize the Mayor and Clerk to enter into an agreement of purchase and sale with 1677123 Ontario Inc for the property described part of Lot 3 in the Van Norman Innovation Park and to be described by a new reference plan.

## **BACKGROUND**

The purpose of this report is to seek direction to move forward with an offer to purchase from 1677123 Ontario Inc for an additional 1.05 Acres of industrial land in the Van Norman Innovation Park. Council approved the sale of 2.5 Acres of land to 1677123 Ontario Inc on May 25, 2021 as per the following resolution:

THAT Council receives Report EDM 21-17 Offer to Purchase – Lot 3, Van Norman Innovation Park;

AND THAT a By-Law be brought forward to authorize the Mayor and Clerk to enter into an agreement of purchase and sale with 1677123 Ontario Inc for the property described part of Lot 3 in the Van Norman Innovation Park and to be described by a new reference plan.

The sale to 1677123 Ontario Inc was approved to enable the expansion of Langtry Blast Technologies Inc into the Town of Tillsonburg. At that time, they were proposing the

EDM 21-29

construction of a 20,000 square foot building initially followed by a potential future expansion of 10,000 square feet. 1677123 Ontario's original offer was for the entire 3.5 acres of Lot 3, but the proposed 20,000 square foot building did not meet the minimum 20% lot coverage so an agreement for a smaller, 2.5 Acre parcel was negotiated and approved.

Subsequently, 1677123 Ontario has retained a local General Contractor to prepare their site and building plans and they have confirmed that they will be constructing a larger, approximately 29,000 square foot building on the property. Hence, they will be close to the minimum lot coverage for the entire property and would like to purchase it as well as originally planned.

## DISCUSSION

The following map shows the original 2.5 Acres now under contract with 1677123 Ontario Inc and the additional 1.05 Acres being considered in this report.

### Subject Property – 1.05 Acres



The details of their offer to purchase are:



EDM 21-29

	<b>Initial Offer</b>
<b>Price</b>	\$50,000
<b>Acreage</b>	1.05 Acres
<b>Price/Acre</b>	\$47,619/Acre
<b>Irrevocable Date</b>	October 26, 2021
<b>Conditional “As-is” Date</b>	October 29, 2021
<b>Completion Date</b>	At the same time as the other offer following registration of the Plan of Subdivision and by November 30, 2021
<b>Proposed Uses</b>	Manufacturing of sand blasting machines and service base for existing customers.
<b>Purchaser Conditions</b>	None
<b>Timelines for Development</b>	Standard conditions of 1 year to start and an additional year to complete.

The original offer approved by Council included a slight reduction in the minimum coverage from 20% to 18%. This offer includes the same provision, which will result in the 18% minimum lot coverage being applied to the entire 3.5 Acres for a minimum 27,443 Square Foot building.

Based on the increased size of building as well as the other benefits of bringing Langtry Blast Technologies into the Town of Tillsonburg, the Development Commissioner is recommending that the agreement be brought forward to Open Council for consideration.

### **CONSULTATION**

The Van Norman Innovation Park has been well advertised including on the Town’s website, an on-site sign that has been present since 2009 and many different marketing opportunities and advertisements.

The issue of this remaining 1.05 Acre parcel has been discussed at a Manager’s meeting and subsequently with the Development and Operations Department. Their suggestion is that a minimum strip of land be retained along the west side of the 1.05

EDM 21-29

Acres in order to provide an access option for the rear 2 acres of land to the North of this property (and behind the 2 acres sold to North Ridge Realty). The rear 2 acres of lands were landlocked somewhat with the sale to North Ridge Realty although the buyer of Lot 1 has a Right of First Refusal on these lands and they could also be purchased by any of the three other purchasers of surrounding property.

Further to Council's direction, staff have negotiated an access easement for the rear lands with 1677123 Ontario Inc.

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

The offer to purchase has been received at a value of \$50,000.

The land sale revenue from this transaction will be used to pay the Town's legal and closing costs with the net amount being contributed to the Economic Development Reserve. The funds in the Economic Development Reserve will be used to offset all expenditures related to the development of the Van Norman Innovation Park including servicing costs required to enable the development to proceed.

Based on BMA 2019 data of \$1.14 per square foot in tax revenue for a standard industrial building, the tax revenue for the proposed 29,000 square feet of building area is estimated at \$33,360. However, due to the significant increases in assessed values being experienced across the Province, a new industrial building could have a significantly higher assessed value (although the assessed value would still have to be in line with the existing industrial assessments in the area). Hence, it may be appropriate to estimate taxes as being in the \$1.75 to \$2.25 per square foot range, which would result in an estimated tax bill of \$50,750 to \$65,250.

### **CORPORATE GOALS**

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

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

EDM 21-29

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

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

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

**Priority Project – Ongoing Projects** - Marketing and build out of Van Norman Innovation Park.

## **ATTACHMENTS**

Appendix A – Offer to Purchase – 1677123 Ontario Inc



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

BETWEEN

**THE CORPORATION OF THE TOWN OF TILLSONBURG**

(the "Vendor")

-and-

**1677123 Ontario Inc**

(the "Purchaser")

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

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

**SECTION I - GENERAL**

1. The Purchaser agrees to purchase the Property and the Vendor agrees to sell the Property according to the terms of this Agreement.
2. In consideration of the agreement referred to in the preceding paragraph, the Purchaser shall pay to the Vendor a Purchase Price calculated at **Fifty Thousand dollars(\$50,000.00)**. The estimated area of the Property is **1.05** acres. The final total Purchase Price shall be determined by the actual lot area of the Property confirmed by on Ontario Land Surveyor.
3. The Purchase Price shall be paid as follows:
  - (a) **Five Thousand Dollars (\$5,000)** deposit is payable by the Purchaser by certified cheque upon Acceptance of this Agreement, to be held on an interest free basis by the Solicitor for the Vendor as a deposit pending completion of this transaction on account of the Purchase Price on completion, or if this Agreement is not completed through no fault of the Purchaser, the deposit shall be returned to the Purchaser; and
  - (b) the balance of the Purchase Price, subject to adjustments, shall be paid to the Vendor on the Completion Date, by certified cheque or bank draft.

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## SECTION II - PURCHASE OF PROPERTY

### 4. Irrevocable Date

- (a) This APS shall be irrevocable and open for acceptance by the Vendor until 6:00 p.m. on **the 26<sup>th</sup> day of October, 2021** ("Acceptance"), and when accepted shall constitute a binding contract of purchase and sale, otherwise the APS shall be null and void and all deposit monies paid shall be returned to the Purchaser without deduction.
- (b) Acceptance shall mean the date upon which the Mayor and Clerk of the Town of Tillsonburg, or such other persons as the Vendor may authorize from time to time, sign and execute this APS subsequent to the requirement that the Council of The Corporation of the Town of Tillsonburg has passed a resolution or by-law authorizing and approving the sale of the Property to the Purchaser pursuant to the terms of this APS.
- (c) The parties agree and acknowledge that negotiation of this APS is not a valid and binding agreement until accepted by the Council of The Corporation of the Town of Tillsonburg. The Chief Administrative Officer of the Town of Tillsonburg, or his or her designate, shall negotiate the terms of this APS in good faith. However, the negotiation of the terms of this APS by the Chief Administrative Officer of the Town of Tillsonburg, or his or her designate, in no ways binds The Corporation of the Town of Tillsonburg until such time as this APS is authorized and approved by the Council of The Corporation of the Town of Tillsonburg.

### 5. Council Approval

- (a) This transaction is subject to compliance with Section 270 of the *Municipal Act, 2001*, S.O. 2001, c. 25 as amended and the approval of the Council of The Corporation of the Town of Tillsonburg in its sole and absolute discretion by resolution or by-law.

### 6. Deed/Transfer

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

### 7. Completion Date

- (a) The closing of this transaction shall take place **at the same time as the scheduled closing for the adjacent lands already under an Agreement of Purchase and Sale with the Town, following the registration of the Plan of Subdivision for the Van Norman Innovation Park and by November 30, 2021**, or such other date as mutually agreed upon (the "Completion Date") at which time possession of the Property in "as is, where is" condition shall be given to the Purchaser other than as provided in this APS. The Vendor acknowledges that it has the right and authority to sell the Property.

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## 8. Documents, Reports and Information

- (a) The Vendor will produce and deliver to the Purchaser within fourteen (14) days of Acceptance of the APS any documents, reports or information in its possession in respect to the Property. The Purchaser agrees to return all of the above documentation to the Vendor if this transaction is not completed.

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

## 9. "As Is" Condition

- (a) The Purchaser acknowledges that it is acquiring the Property in an "as is" condition and that it must satisfy itself **by October 29th, 2021** regarding the condition of the Property including, but not limited to, all existing physical conditions of this Property, environmental conditions, fitness for any purpose, suitability for construction, soil bearing capacity for any building proposed, and the availability of municipal services and utilities necessary for the Purchaser's proposed use of the Property. The Purchaser acknowledges that the Vendor shall not be responsible for any physical deficiencies of the Property or for any past, present or future environmental liabilities and hereby waives any claims against the Vendor in respect of any environmental liabilities on the Property. The Purchaser agrees to sign a release and indemnity in favour of the Vendor on or before closing with respect to matters set out in the preceding sentence. If the Purchaser is for any reason whatsoever dissatisfied with the Property, it shall deliver written notice to that effect to the Vendor by no later than the time specified herein, and this Agreement shall be terminated and the deposit shall be returned to the Purchaser without interest or deduction. If the Vendor is notified that the condition of the Property is not satisfactory, then the Purchaser shall, prior to receiving its deposit monies back and prior to being entitled to a full release from the Vendor with respect to this Agreement, restore the Property to its original condition as it existed prior to such testing or inspection by the Purchaser, at the Purchaser's sole expense. If the Purchaser fails to deliver written notice to the Vendor within the time specified herein regarding this condition, this condition shall be deemed to have been waived by the Purchaser.

## 10. Other Conditions

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

## 11. Investigation by the Purchaser

- (a) The Purchaser acknowledges having inspected the Property prior to executing the APS and understands that upon Acceptance by the Vendor, and subject to any conditions herein, there shall be a binding agreement of purchase and sale between the Purchaser and the Vendor. It shall be the Purchaser's responsibility to provide, at its own expense, any soil bearing capacity tests or environmental inspection, as may be required or desired, and the Vendor shall grant the

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Purchaser access for such testing or inspection at all reasonable times, on reasonable notice, for the purpose of conducting reasonable inspections.

12. Future Use

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

13. Provision of Plans

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

14. Reasonable Assistance

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

15. Development Covenants and Restrictions

- (a) The Property shall be subject to the development covenants and restrictions more particularly set out in Schedule "E" attached to this APS, which shall survive the completion of this transaction and run with the Property. The development covenants and restrictions shall be registered on title by the Vendor. In the event that the said covenants and restrictions are not registered on title to the Property on or before closing, the Purchaser covenants and agrees to consent to the registration of the covenants and restrictions after closing.

16. Property Not for Resale

- (a) The Purchaser covenants that it is purchasing the Property for the construction of a building and not for the purpose of resale of vacant land.

#### SECTION IV - PRIOR TO COMPLETION DATE

17. Purchaser May Inspect the Property

- (a) The Purchaser, its agents and contractors shall be permitted to inspect the Property and any buildings as frequently as is reasonably necessary between the date of Acceptance and the Completion Date at reasonable times and upon reasonable notice to the Vendor.

18. Insurance

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- (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

##### 19. Deed/Transfer

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

##### 20. Electronic Registration

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

##### 21. Survey or Reference Plan

- (a) The parties acknowledge that a survey may be required and a Reference Plan may be registered on title and may be used to provide a registrable description of the Property and any easements.

##### 22. Letters and Reports from Officials of the Vendor

- (a) On or before the requisition date, the Vendor agrees to provide to the Purchaser, if requested, at the Vendor's expense, letters or reports from the Building and Zoning Department of the Town of Tillsonburg and the Fire Chief of the Town of Tillsonburg regarding the status of compliance with all codes, by-laws, rules and regulations with respect to the Property and any buildings located thereon.

##### 23. Examination of Title

- (a) Title to the Property shall be good and marketable and free from all encumbrances except for any service easements or rights-of-way to be reserved in favour of the Vendor and for any easements or rights-of-way registered on title and any minor encroachments shown on the survey or Reference Plan delivered to the Purchaser.

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- (b) The Purchaser is allowed **until one week prior to closing** to examine the title to the Property. If on or before this date the Purchaser furnishes the Vendor in writing with any valid objections: to the title; to any undisclosed outstanding work orders; to undisclosed non-compliance with the municipal by-laws or covenants and restrictions which run with the land and cannot be resolved before the Completion Date; as to any objection of which the Vendor shall be unable to remedy or correct by the Completion Date and which the Purchaser will not waive, then this APS shall, notwithstanding any intermediate acts or negotiations, be terminated and the deposit shall be returned to the Purchaser without deduction and the Vendor and the Purchaser shall not be liable for any costs, damages, compensation or expenses.

24. Easements

- (a) The Purchaser agrees to grant an easement to the Vendor for a turning circle over Parts 7 and 8 on the draft reference plan contained in Schedule "A" attached hereto, which easement shall include the terms contained in Schedule "C" attached hereto. The Purchaser and Vendor agree that this provision shall survive and not merge on the closing of this transaction.
- (b) The Purchaser agrees to grant an easement for a laneway and underground services 10 meters in width over the lands next to the westerly border of Parts 6 and 8 of the draft reference plan contained in Schedule "A" attached hereto, to be described by a new reference plan, in favour of Parts 3 and 4, which easement shall include the terms contained in Schedule "D" attached hereto. The Purchaser and Vendor agree that this provision shall survive and not merge on the closing of this transaction.

25. 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.

26. 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.

27. Deliveries by the Vendor To The Purchaser on Closing

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- (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.

## 28. Harmonized Sales Tax

- (a) The parties hereto acknowledge and agree that the transaction contemplated herein is subject to the Harmonized Sales Tax (HST) under the *Excise Tax Act*, R.S.C., 1985, c. E-15 (the "Act") and that the Purchase Price does not include HST. The Vendor shall provide the Purchaser with its HST Business Number. The Purchaser shall pay to the Vendor any HST imposed under the Act payable in connection with the transfer of the Property to the Purchaser, or as it may direct, unless the Purchaser or its nominee, or its assignee, provides:
- (i) a certificate on or before the Completion Date containing a representation and warranty to the Vendor that:
    - (1) it is registered for the purpose of the HST on the Completion Date and specifying the HST registration number;
    - (2) it will self-assess the HST on its GST/HST return or file the prescribed form pursuant to subsection 228(4) of the Act in connection with the purchase of the Property;
    - (3) the Property transferred pursuant to this APS is being purchased by the Purchaser, or its nominee or assignee, as principal for its own account and is not being purchased by the Purchaser as agent, trustee or otherwise on behalf of or for another person, and does

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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

### 29. Entire Agreement

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

### 30. Tender

- (a) Any tender of documents or moneys hereunder may be made upon the solicitor acting for the party upon whom tender is desired, and it shall be sufficient that a negotiable, certified cheque or bank draft may be tendered instead of cash.

### 31. Time of Essence

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

### 32. Planning Act

- (a) This Agreement shall be effective only if the provisions of Section 50 of the *Planning Act*, R.S.O. 1990, c.P.13, as amended are complied with.

### 33. Notices

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

#### Solicitors for the Vendor:

Duncan, Linton LLP  
ATTENTION: Adrian Rosu  
45 Erb Street West  
Waterloo, ON N2J 4B5  
Fax: (519) 886-8651

with a copy delivered to:

The Corporation of the Town of Tillsonburg  
ATTENTION: Development Commissioner

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204-200 Broadway  
Tillsonburg, ON N4G 5A7  
Fax: 519-842-9431

**Solicitors for the Purchaser:**

ATTENTION: Michael F. Langtry  
5390 Munro Court  
Burlington, ON  
Fax: (905) 6812814

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

34. Successors and Assigns

- (a) The Purchaser shall be permitted to assign all of its right, title and interest in and to this APS with the Vendor's written approval, which shall not be unreasonably withheld, including assignment to another corporation with the same shareholders as the Purchaser. Subject to the restrictions in the preceding sentence, the Vendor agrees to engross the Transfer/Deed of Land as directed by the Purchase on the completion Date as the Purchaser may elect, and the Vendor agrees to complete the transaction contemplated by this APS on the Completion Date with such assignee or nominee. The Purchaser is released from all liability hereunder, if it assigns its interest in this APS. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

35. Schedules

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

36. 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.

37. Counterparts

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- (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.

38. Severability

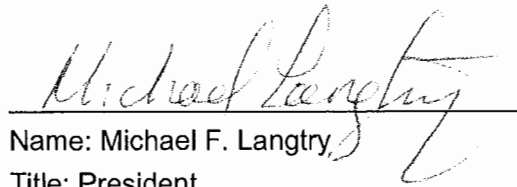
- (a) If any provision of this Agreement, or the application thereof to any circumstances, shall be held to be invalid or unenforceable, then the remaining provisions of this Agreement, or the application thereof to other circumstances, shall not be affected, and shall be valid and enforceable.

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

Dated at Burlington, Ontario this \_\_\_\_ day of October, 2021.

\*\*

Per:



Name: Michael F. Langtry

Title: President

I/We have authority to bind the Corporation.

The Vendor hereby accepts this Agreement according to its terms.

Dated at Tillsonburg, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

**The Corporation of the Town of  
Tillsonburg**

\_\_\_\_\_  
Stephen Molnar  
Mayor

\_\_\_\_\_  
Michelle Smibert  
Clerk

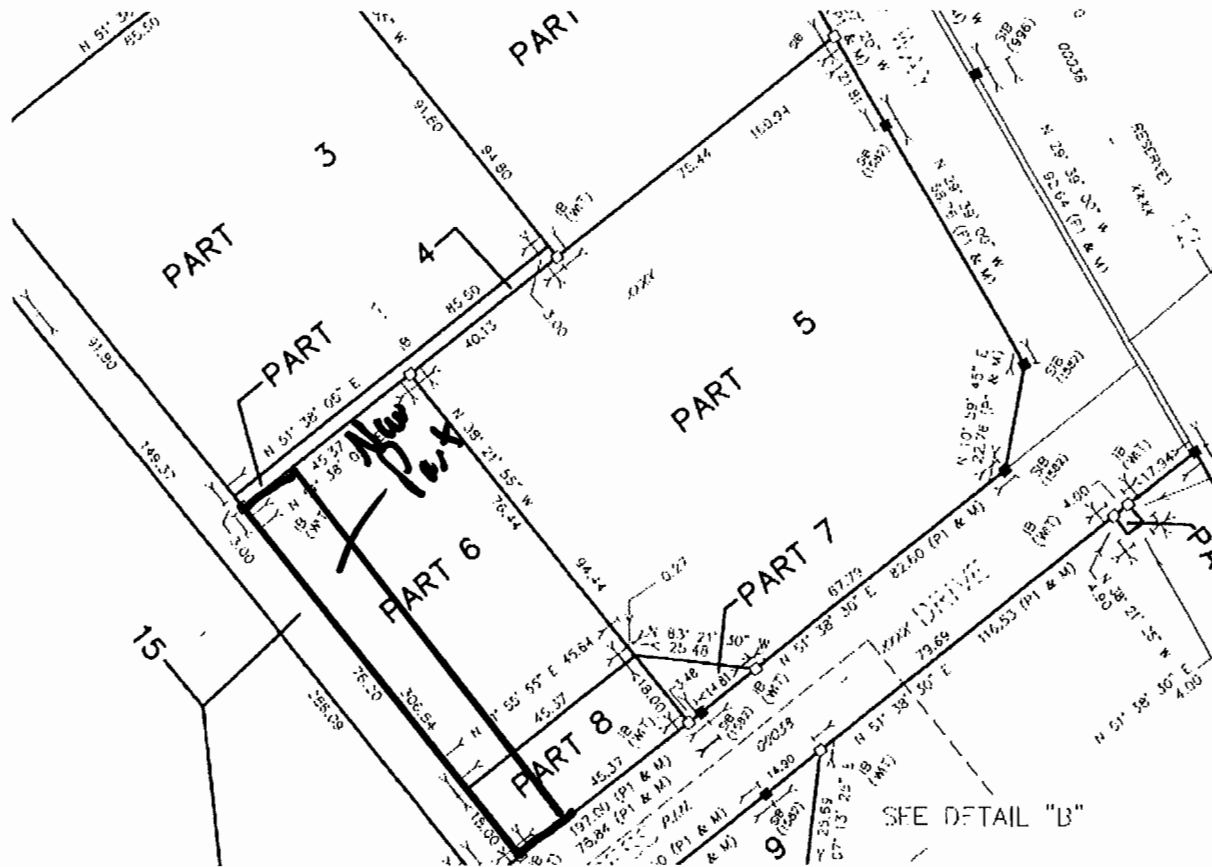
We have authority to bind The Corporation  
of the Town of Tillsonburg.

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

ALL AND SINGULAR that certain parcel or tract of land and premises situated, lying and being in the Town of Tillsonburg in the County of Oxford, being comprised of part of Lot 2 Concession 5 North of Talbot Road (1.05 acre parcel), and described as Parts 6 and 8 on the draft reference plan (to be deposited):



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**SCHEDULE "B" – PURCHASER CONDITIONS**

1. The transaction of purchase and sale contemplated herein shall be subject to the fulfillment of the following terms and conditions on or before October 29<sup>th</sup>, 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:

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**SCHEDULE "C" - EASEMENT****TERMS AND PROVISIONS OF THE EASEMENT:**

1. The Owner hereby grants, conveys and confirms to The Corporation of the Town of Tillsonburg (the "Town"), its successors and assigns the free, uninterrupted and undisturbed right of way and easement to enter upon the lands herein described at any time for the purposes of constructing, installing and maintaining a turning circle, for private and public motor vehicles, at the end of Progress Drive, and with the further and continuing right to the Town, its successors and assigns, and its servants, agents and workers to enter upon the lands at any time to construct, repair, correct, operate, replace and maintain at all times in good condition and repair the turning circle and for every such purpose the Town shall have access to the said lands at all times by its agents, servants, employees and workers. All such rights of the Town granted herein shall cease and no longer affect the lands described herein, and the Town shall, without charge, provide a registrable release, upon the Town determining that the lands described herein are not required for highway or municipal purposes and the Town determines that the easement is no longer required.

3. The Owner covenants with the Town to keep the lands herein described free and clear of any trees, buildings, structures or other obstructions which may limit the use, operation, repair, replacement or maintenance of the easement and to use the lands herein described only in a manner and for purposes not inconsistent with the exercise of the rights created by this indenture and without limiting the generality of the foregoing, only as a yard, lawn, garden, flowerbed, roadway, driveway or parking area and the Owner agrees not to do or suffer to be done anything which might injure any of the works of the Town hereon. The term "building" as set out herein shall specifically include any window sills, chimney breasts, cornices, eaves or other architectural features projecting from the first floor of the building but shall not include window sills, chimney breasts, cornices, eaves or other architectural features projecting from the second floor of the building by less than two (2) feet and such second floor projections shall be specifically authorized and allowed to encroach upon the lands herein described.

4. The Town, by the acceptance and registration of the within easement, agrees to be bound by the terms and provisions contained herein.

5. The burden and benefit of this easement shall run with the lands herein described and shall extend to and be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

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**SCHEDULE "D" - EASEMENT****TERMS AND PROVISIONS OF THE EASEMENT:**

1. The Transferor hereby grants, conveys and confirms to the Transferee, its successors and assigns, in perpetuity, the free, uninterrupted and undisturbed right of way and easement to be used and enjoyed by the Transferee for access and passage by pedestrians and vehicles over the lands and to enter upon the lands herein described at any time for the purposes of constructing, installing and maintaining a laneway for such access and passage.
2. The Transferor further grants, conveys and confirms to the Transferee, its successors and assigns, in perpetuity, the free, uninterrupted, and undisturbed right of way and easement for the construction, operation, maintenance, inspection, alteration, removal, replacement, reconstruction, and repair of underground services, which include, but are not limited to, storm water lines and pipe and associated pipes and equipment for the collection and transportation of water, together with the right of ingress and egress for all purposes necessary or incidental to the exercise and enjoyment of the rights herein granted.
3. The Transferee acknowledges and agrees to maintain the easement over the lands in a good state of repair, including, but not limited to, snow removal, salting, sanding, and maintenance and repair, and all such costs shall be paid by the Transferee.
4. The Transferor hereby covenants and agrees not to block, fence, or otherwise impede access to the easement, including where the easement meets abutting lands.
5. The Transferee hereby covenants and agrees to indemnify and save harmless the Transferor, as well as its officers, directors, and employees from and against any and all liabilities, costs, damages, penalties, and expenses arising out of the negligent use of this easement by the Transferee or its officers, directors, employees, or workmen.
6. The Transferor covenants with the Transferee to keep the lands herein described free and clear of any trees, buildings (including building projections such as window sills, chimney breasts, cornices, eaves, and other architectural features), swimming pools, structures, or obstructions as may be necessary for the use, operation, repair, replacement, or maintenance of the easement and to use the lands herein described only in a manner and for purposes not inconsistent with the exercise of the rights created by this indenture and, without limiting the generality of the foregoing, only as a yard, lawn, garden, flowerbed, roadway, driveway, or parking area, and the Transferor agrees to not do or suffer to be done anything which might injure any of the works of the Transferee thereon.
7. The Transferee, by the acceptance and registration of the within easement, agrees to be bound by the terms and provisions contained herein.
8. The burden and benefit of this agreement shall run with the lands herein described and shall extend to and be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

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**SCHEDULE "E"**  
**DEVELOPMENT COVENANTS**

1. Title Control

- (a) The owner or owners of the property (the "Owner") upon which these development covenants attach (the "Property") covenants and agrees that it may not use the Property for its intended use and may not retain ownership of the Property unless the Owner has constructed a building for such use including obtaining a building permit for a permanent building with a minimum building coverage of twenty percent (18%) of the total area of the Property. The Owner further covenants and agrees to commence construction of a permanent building on the Property which complies with the permitted uses of the Property's zoning within one (1) year of the date the Owner took title to the Property being the date of registration of transfer (the "Completion Date") and to substantially complete the construction of the said building in conformity with an approved site plan within two (2) years from the Completion Date of this transaction.
  
- (b) In the event that the Owner has not obtained a building permit in accordance with the provisions of subclause 1.a) above, the Owner may request from The Corporation of the Town of Tillsonburg (the "Town of Tillsonburg"), in writing, an extension of the time specified in subclause 1.a) above up to a maximum extension period of six (6) months, (such extension, the "Extended Time") upon payment by the Owner to the Town of Tillsonburg of a performance deposit equal to ten (10%) percent of the purchase price of the Property (the "Performance Deposit"). The Performance Deposit shall be refunded to the Owner, without interest, upon the Owner's compliance with and completion of the provisions of subclause 1.a) above within the Extended Time. In the event that the Owner fails to complete construction within the Extended Time, then the Town of Tillsonburg shall, in addition to its other rights and remedies as set out herein or otherwise, be entitled to retain the Performance Deposit as liquidated damages and not as a penalty, in partial or full satisfaction of the Town of Tillsonburg's damages.
  
- (c) If the Owner does not comply with the provisions of subclause 1.a) above within the periods therein specifically set out or within the Extended Time, the Owner, will, at the option of the Town of Tillsonburg by notice in writing to the Owner, re-convey good title to the Property to the Town of Tillsonburg, free and clear of all encumbrances, in consideration for payment by the Town of Tillsonburg to the Owner of 90% of the purchase price paid by the Owner to the Town of Tillsonburg for the conveyance of the Property in the first instance (the "Discounted Consideration"). The re-conveyance shall be completed within sixty (60) days of the notice set out in this subclause. The Town of Tillsonburg shall be allowed to deduct from the Discounted Consideration all of its reasonable costs, realty commission and legal fees incurred with respect to the original conveyance of the Property by the Town of Tillsonburg to the Owner, as well as the costs of the Town of Tillsonburg in re-acquiring the Property, including without limitation, realty commission, registration costs, land transfer tax, legal fees and such other costs as reasonably incurred by the Town of Tillsonburg. The Town of Tillsonburg shall not be required to pay for any improvements that may have been made, constructed, installed or performed by the Owner on the Property.

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- (d) Subject to subclause 1.c) above, the Owner covenants that it will not sell the Property or any part thereof to any person, firm or corporation without first offering, in writing, to sell the Property to the Town of Tillsonburg for consideration equal to or less than the consideration paid by the Owner to the Town of Tillsonburg in the original conveyance of the Property less the costs of the Town of Tillsonburg incurred in re-acquiring the Property, including without limitation, real estate commission, land transfer tax, registration costs, legal fees and such other costs as reasonably incurred by the Town of Tillsonburg, provided however that the Owner may sell or transfer the Property to a subsidiary or affiliate corporation as defined in the *Business Corporations Act*, R.S.O. 1990, c.B.16 as amended, provided such subsidiary assumes and confirms its acceptance of the within covenants and restrictions and expressly undertakes in writing to comply with them in such form as the Town of Tillsonburg may require. The Town of Tillsonburg shall have ninety (90) days from the receipt of an offer made by the Owner under this subclause, to accept such offer which acceptance shall be in writing. If the Town of Tillsonburg does not accept an offer to sell made by the Owner under the provisions of this subclause, the Town of Tillsonburg's right to repurchase the Property so offered shall terminate. However, the remaining provisions of this clause 1 as well as other provisions herein shall continue in full force and effect. The limitation contained in this subclause, will expire upon the Owner fulfilling all of the building requirements as set out in subclause 1.a) and 1.b) above.

2. Town of Tillsonburg Option on Vacant Portion of Land

- (a) The Town of Tillsonburg shall have the option to repurchase such vacant portion of the Property not used by the Owner for the construction building(s) thereon provided such land is not reasonably ancillary to the Owner's use and occupation of the said building.
- (b) This option shall only be exercisable if the Owner has not constructed permanent buildings with a minimum building coverage of thirty percent (30%) of the total area of the Property.
- (c) The option shall be exercisable by the Town of Tillsonburg for consideration equal to the per square foot consideration paid by the Owner to the Town of Tillsonburg in the original conveyance of the Property. Any costs incurred by the Town of Tillsonburg in re-acquiring the subject portion of the Property, including without limitation, real estate commission, land transfer tax, registration costs, legal fees and such other costs shall be at the cost of the Town of Tillsonburg.
- (d) This option expires ten (10) years from the Completion Date.

3. Development Standards

- (a) The Owner shall not construct and maintain a building unless the exterior of the wall or walls of any building or structure facing any municipal street is constructed of a minimum sixty (60) percent brick, precast stone, glass, pre-cast concrete or alternative non-steel materials including, but not limited to, stainless steel; decorative glazed terra cotta; ceramic veneer; precast concrete panel; aluminum; bronze; steel with protective glazed enamel; or, porcelain finish and subject to

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approval by the Town of Tillsonburg, in their sole and absolute discretion, acting reasonably, through the Town's Site Plan Approval process.

- (b) The Owner shall not use the Property unless any portion of any area of the Property to be used for open storage shall not be left so that any area is unenclosed, and any such areas shall be enclosed and designed so that the storage area is not visible from any municipal street. No storage shall be permitted within any set back area as set out in the Town of Tillsonburg Zoning By-Law, nor in front of any building or structure facing any municipal roadway.
- (c) The Owner hereby acknowledges that it is aware that the Property is designated as within a site plan control area. The Owner shall not commence any construction or use the Property until site plan approval has been obtained. The external building materials used on any building to be constructed on the Property must be approved in writing in advance by the Town of Tillsonburg as part of such site plan control approval process.

#### 4. Assignment of Covenants

- (a) The Owner acknowledges and agrees that the covenants and restrictions herein shall run with the title to the Property. The Owner, for itself, its successors, heirs, and assigns in title from time to time of all or any part or parts of the Property will observe and comply with the stipulations, restrictions, and provisions herein set forth (the "Restrictions"), and covenants that nothing shall be erected, fixed, placed or done upon the Property or any part thereof in breach or in violation or contrary to the Restrictions or the provisions of the agreement of purchase and sale between the Owner and the Town of Tillsonburg and that the Owner will require every subsequent purchaser or every successor in title to assume and acknowledge the binding effect of this document, as well as, covenant to observe and comply with the Restrictions and other covenants herein, and the surviving provisions of this Agreement of Purchase and Sale.

#### 5. Force Majeure

- (a) If the Owner shall be unable to fulfill, or shall be delayed or restricted in fulfilling any of the obligations set out herein due to any act or neglect of the Town of Tillsonburg or any of its employees, or due to strikes, walkouts, lockouts, fire, unusual delay by common carriers, or by any other cause beyond the Owner's reasonable control, then the time for fulfilling any such obligations shall be extended for such reasonable time as may be required by the Owner to fulfill such obligation.

#### 6. Right to Waive

- (a) Notwithstanding anything herein contained, the Town of Tillsonburg and its successors shall have the power by instrument or instruments in writing from time to time to waive, alter or modify the herein covenants and restrictions with respect to their application to any part of the Property without notice to or approval from the Owner or notice to or approval from the owners of any other adjacent or nearby lands.

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**Subject:** Animal Licencing Service Review

**Report Number:** OPD 21-44

Department: Operations and Development Department

Submitted by: Geno Vanhaelewyn, Chief Building Official

Meeting Type: Council Meeting

Meeting Date: Monday, October 25, 2021

## **RECOMMENDATION**

THAT report OPD 21-44 Animal Licencing Service Review, be received as information;

AND THAT the Town's animal licencing program is amended to remove cat licencing starting in 2022 (Option 3);

AND THAT the current Animal Control By-Law and Rates and Fees By-Law be amended to remove the requirement to licence cats starting in 2022 (Option 3);

AND THAT Staff be directed to bring a report to Council in 2023 regarding the status of options and cancellation of the dog licencing program for 2024 (Option 3).

## **BACKGROUND**

Animal Control By-Law 2021-013 requires all pets (cats and dogs) to be licensed within the Town. This initiative supports community health and safety, provides a program that returns lost pets to their owner, provides funding for the municipal dog park, controls the population and promotes animal adoption.

At the April 26, 2021 Council meeting the following resolution was carried:

### **Resolution # 2021-212**

**Moved By:** Councillor Parker

**Seconded By:** Councillor Gilvesy

THAT Staff be directed to bring a report to Council regarding the status of options and cancellation of the cat and dog tag program.



OPD 21-44

## DISCUSSION

Many municipalities in Ontario licence dogs and some licence cats. The purpose of licensing is to identify and re-unite lost pets with their owners, control pet population and to remind pet owners of rabies vaccination requirements. Licensing programs have been the most effective way to communicate, verify and provide this service.

An overview of the Town's animal licensing program is provided below in the following sections; licensing fees, administration and budget.

## LICENCING FEES

The current licensing fees for the Town are provided in the table below along with comparators of neighbouring municipalities.

### 2021 Licensing Fees

<b>Municipality</b>	<b>Fees for Dogs &amp; Cats</b>	<b>Early Purchase Fee</b>	<b>Late Purchase Fee</b>
Woodstock	Dogs Only	Intact- 30 S/N- 15	Intact- 30 S/N- 15
SWOX	Dogs Only	Intact-20 S/N- 20	Intact-25 S/N- 25
Tillsonburg	Yes	Intact-25 S/N-20 <u>CATS</u> Intact-22 S/N-17	Intact-42 S/N-37 <u>CATS</u> Intact-27 S/N-22
Norwich	Dogs Only	Intact-30 S/N-20	Intact-50 S/N-50
Brant County	Dogs Only	Intact-40 S/N-25	Intact-40 S/N-25
Norfolk County	Dogs Only	Intact-39.25 S/N-25.50	Intact-44.75 S/N-33
Bayham	Dogs Only	Intact-30 S/N-30	Intact-50 S/N-50
St. Thomas	Yes	Intact-55 S/N-30 <u>CATS</u> Intact-35 S/N-10	Intact-60 S/N-35 <u>CATS</u> Intact-40 S/N-15
Brantford	Dogs Only	Intact-60 S/N-30	Intact-75 S/N-45
London	Dogs Only	Intact-56 S/N-32	Intact-64 S/N-40

OPD 21-44

Town licencing fees for dogs are competitive compared to other municipalities particularly if pet owners take advantage of discounted early renewal fees. Cat fees are higher compared to others that licence with very few neighbouring municipalities licencing cats.

### ADMINISTRATION

The sale of licences is administered by DocuPet (70%), Local Pet Stores (17%) and the Customer Service Centre (13%).

Since 2019, the majority of administration for animal licencing for the 3100 +/- registered pets in Tillsonburg is completed by DocuPet. DocuPet is a contracted service that provides customer notifications, process licences, supply/issues identification tags, maintains licencing database, maintains website, deigns marketing/Facebook ads, etc. for a cost of \$3.91/licence sold. Customer communication mail outs such as follow-ups/reminders/notices are produced and mailed out by DocuPet at a cost of \$1.43/ea.

The DocuPet program is subject to a five year contract ending in 2024. The program has eliminated most of the administration and proven to be very efficient and affordable for residents.

Statistics related to the number of pets licensed in the Town are identified in the following table.

#### **Annual Animal Licences**

<b>Output Measures– Quantity</b>		<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>
<b>Animal Licences Issued</b>	Cats	1221	1024	971	978	990
	Dogs	2101	2272	2512	2232	2110
<b>Total</b>		<b>3322</b>	<b>3296</b>	<b>3483</b>	<b>3210</b>	<b>3100</b>

### BUDGET

The 2020 licencing financials for the program are broken down as follows:

#### **2020 Licencing Program Financials**

Licencing Revenue	55,302
DocuPet Administration	(18,078)
Animal Control Subcontractor	(9,018)
Contribution to the Dog Park	( 358)
By-Law Enforcement	<u>(27,848)</u>
Total	0

OPD 21-44

Recently, some municipalities have ventured to cancel their animal licencing program. In consultation, the main reasons were related to high cost of administration, IT complications, low uptake in the program, social media resources for returning lost pets and the perception from residents that they do not receive adequate services for the annual fees they pay for licencing.

In 2018, staff identified the expensive administration/resources and IT challenges to run the program similarly noted by those municipalities that are now venturing out of the program. The introduction of DocuPet was presented to administer the program which almost eliminated administration by staff and allowed fees for licencing to remain competitive.

## **CONSULTATION**

Staff consulted with the Municipal Law Enforcement Officers Association and neighbouring municipalities.

## **FINANCIAL IMPACT/FUNDING SOURCE**

In review of the program; the value of service and financial impacts were key components and are broken down into potential options for Council's consideration.

### **OPTION 1 – CANCEL DOG AND CAT LICENCING PROGRAM IN 2022**

Cancellation of the licencing program for 2022 as per the current By-Law and contracts would result in the following charges and loss in revenue:

DocuPet Contract - early termination (2 yrs):	\$25,696
Estimated Annual Loss of Revenue (2020 Actuals)	\$37,224

In order to consider cancellation of the licencing program for 2022 the DocuPet early termination would have to take place in November which would have to be paid out at the time of termination. This amount has not been budgeted for in 2021 and would directly impact the current 2021 budget.

The annual loss of revenue of approximately \$37,224.00 would result in a direct increase to the tax levy for 2022 and going forward as there are no measurable financial efficiencies.

This option is not recommended mainly due to the immediate/short term financial implications.



OPD 21-44

**OPTION 2 – MAINTAIN EXISTING LICENCING PROGRAM WITH REVIEW IN 2023**

Licencing program to remain unchanged and continue as per the current Animal Control By-Law and Rates & Fees By-Law with a follow-up report to Council in 2023 to review the status of options and cancellation of the licencing program for 2024.

This option would also allow staff to analyze the overall effects other municipalities may encounter in the near future as a result of cancelling their licencing program.

It is anticipated that the revenue and expenditures in the coming years would be similar to the 2020 figures provided in this report.

**OPTION 3 – CANCEL CAT LICENCING PROGRAM IN 2022 AND REVIEW DOG LICENCING IN 2023.**

Cancellation of the cat licencing program for 2022 as per the current By-Law and contracts would result in the following charges and loss in revenue:

DocuPet Contract Amendment:	\$ 0.00
Estimated Annual Loss of Revenue (2020 Actuals)	\$13,675.00

The annual loss of revenue of approximately \$13,675.00 would result in a direct increase to the tax levy for 2022 and going forward as there are no measurable financial efficiencies.

The dog licencing program to remain unchanged and continue as per the current Animal Control By-Law and Rates & Fees By-Law with a follow-up report to Council in 2023 to review the status of options and cancellation of the dog licencing program for 2024.

This option is recommended as a potential phased exiting approach with minor short term financially impact. Removing cat licencing in 2022 while maintain dog licencing would allow staff to analyze the overall effects other municipalities may encounter in the near future as a result of cancelling their dog licencing program.

**CORPORATE GOALS**

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

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

OPD 21-44

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

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

**Strategic Direction** – N/A

**Priority Project** – Short Term – Municipal Service Review

## **ATTACHMENTS**

None.



**Subject:** Building Inspector Appointment

**Report Number:** OPD 21-47

Department: Operations and Development Department

Submitted by: Geno Vanhaelewyn, Chief Building Official

Meeting Type: Council Meeting

Meeting Date: Monday, October 25, 2021

## **RECOMMENDATION**

THAT report OPD 21-47 Building Inspector Appointment, be received as information;

AND THAT a By-Law to appoint Justin White as a Building Official for the Town of Tillsonburg be brought forward for Council consideration.

## **BACKGROUND**

Building Services Intern Inspector Justin White was recruited in 2019 and has been provided training, mentorship and performed various duties within the department.

## **DISCUSSION**

This report is to request Council for the official appointment of Justin White as a Building Inspector. This position requires enforcing and performing duties related to the Ontario Building Code Act and its regulation and enforcing Town of Tillsonburg By-laws and related Provincial Statutes and Regulations within the Town of Tillsonburg.

## **CONSULTATION**

N/A

## **FINANCIAL IMPACT/FUNDING SOURCE**

Existing position – no impact.



OPD 21-47

**CORPORATE GOALS**

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

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

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

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

**Strategic Direction** – N/A

**Priority Project** – Short Term – Municipal Service Review

**ATTACHMENTS**

None.



**Subject:** Hangar Land Lease Agreement Taxiway C1-4

**Report Number:** OPD 21-48

Department: Operations and Development Department

Submitted by: Carlos Reyes, Director of Operations and Development

Meeting Type: Council Meeting

Meeting Date: Monday, October 25, 2021

## **RECOMMENDATION**

THAT report OPD 21-48 Hangar Land Lease Agreement Taxiway C1-4 be received as information;

AND THAT Council authorizes the Mayor and the Clerk to sign the attached agreement to terminate the existing lease agreement for this hangar;

AND THAT a By-Law to execute a new Land Lease Agreement for Taxiway C1-4 with 1467246 Ontario Inc and to repeal By-Law 3134, 3635 and 3746, be brought forward for Council's consideration.

## **BACKGROUND**

On December 13, 2004, the Town of Tillsonburg executed a lease agreement with Rick Lee (By-law 3134) for the construction of a hangar in the commercial aviation site. This agreement was amended on July 9, 2012 (By-law 3635) to include an addition to the existing building and to include Geoff Lee in the lease. On June 24, 2013 a new amendment to include a new building extension was executed for this agreement through By-law 3746.

Earlier this year, the current tenants requested the termination of the existing agreement with the Town and the execution of a new agreement with 1467246 Ontario Inc.

## **DISCUSSION**

After reviewing the existing lease agreement and amendments for this hangar, Staff recommends that the previous lease agreement with Mr. Rick Lee and Geoff Lee be terminated and that a new lease agreement is executed with 1467246 Ontario Inc.

OPD 21-48



Figure 1. Hangar C1-4 - Site Plan

## CONSULTATION

The following staff and resources have been consulted in preparing this report:

- Manager of Public Works
- Duncan, Linton LLP Lawyers

## FINANCIAL IMPACT/FUNDING SOURCE

No changes.

## CORPORATE GOALS

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

- ☐ Lifestyle and amenities
- ☐ Customer service, communication and engagement
- ☐ Business attraction, retention and expansion
- ☐ Community growth



OPD 21-48

- ☒ Connectivity and transportation  
☐ Not Applicable

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

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

**Strategic Direction** – Leverage the municipal airport more effectively to increase access, visibility and business activity in Tillsonburg.

**Priority Project** – Immediate Term – Airport Master Plan and implementation

**ATTACHMENTS:**

Appendix A – Hangar C1-4 Termination of Existing Agreement

Appendix B – Hangar C1-4 Tillsonburg Airport Hangar lease agreement with 1467246 Ontario Inc

**THIS AGREEMENT** made the 25 day of *October 2021*

**BETWEEN**

***THE CORPORATION OF THE TOWN OF TILLSONBURG***

(the “Landlord”)

**AND**

*Rick Lee*

(the “Present Tenant”)

**AND**

*Geoff Lee*

(the “Present Tenant”)

**AND**

*1467246 Ontario Inc*  
*Attention: Geoff Lee*

(the “New Tenant”)

**WHEREAS:** the Landlord owns all and singular that certain parcel or tract of land and premises situated lying and being in the Township of South West Oxford in the County of Oxford, being comprised of:

PT LT 3-4 CON 7 DEREHAM; LT 5-6 CON 7 DEREHAM; PT LT 7 CON 7 DEREHAM PT 1, 2, 3, 4 & 5, 41R2877, PT 2 & 3, 41R2714, PT 1, 2 & 3, 41R4343, PT 1, 2, 3 & 4, 41R4545; S/T 406551; SOUTH-WEST OXFORD;

PIN: 00016-0089 (LT); LRO #41;

municipal address being 244411 Airport Road, Tillsonburg, ON N4G 4H1;

referred to herein as the “Premises” upon which is located at the Tillsonburg Airport which is owned and operated by the Landlord.

**AND WHEREAS:** By a lease made as of *December 13, 2004 (By-law 3134) and amended on July 9, 2012 (By-law 3635) and June 24, 2013 (By-law 3746)* (the “Present Lease”), a copy of which is attached hereto as Schedule “A”, the Landlord leased to the Present Tenant the lands (the “Leased Premises”) more fully described in the Present Lease and comprising approximately 4858 square feet subject to the terms and conditions set forth in the Present Lease;

**AND WHEREAS:** The Landlord and the Tenant have agreed that the Present Lease dealing with the Leased Premises shall be terminated and the Present Lease will be at an end on October 25, 2021 (the “Termination Date”), on and subject to the terms and conditions contained herein;

**AND WHEREAS:** the termination of the Present Lease is conditional on the New Tenant, as that term is defined herein, the Present Tenant, and the Landlord entering into a lease for the Leased Premises in the form attached hereto as Schedule “B” (the “New Lease”);

**NOW THEREFORE** in consideration of the covenants and agreements herein set forth and provided for, the sum of two dollars (\$2.00) paid by each Party to the other and other good and valuable consideration, the receipt and sufficient of which is hereby acknowledged, the Parties hereto respectively covenant and agree as follows:

## **1.0 Termination of Present Lease**

**1.1** Subject to the provisions of section 1.5, the term of the Present Lease shall be fully

completed and ended with effect from and after the Termination Date and the Present Lease is hereby amended accordingly.

**1.2** On or before the Termination Date the Tenant shall, unless otherwise agreed to in writing with the New Tenant and the Landlord, remove from the Leased Premises, all furniture, equipment (including wiring and related devices), fixtures, other personal property and any leasehold improvements which the Landlord requires it to remove, and shall repair any damage caused to the Leased Premises as a result of such removal, all at the Present Tenant's expense. The Present Tenant's obligation to observe and perform this covenant shall survive the Termination Date. Any personal property of the Present Tenant remaining at the Leased Premises after the Termination Date shall, at the Landlord's option, become the Landlord's property and may, in any case, be removed, stored or disposed of by the Landlord as it sees fit at the Present Tenant's expense.

**1.3** The Present Tenant hereby remises, releases and forever discharges the Landlord, with effect as and from the Termination Date, of and from all manner of actions, causes of action, suits, debts, duties, accounts, covenants, contracts, claims and demands whatsoever which the Present Tenant now has or can, shall or may hereafter have against the Landlord arising out of or under or by virtue of the Present Lease, except as expressly set out herein.

**1.4** The termination provided for hereunder is conditional upon the Landlord, the New Tenant and the Present Tenant entering into the New Lease. If the New Lease is not executed by all parties prior to the Termination Date, this Agreement shall be deemed to have been terminated and the Present Lease shall continue in full force and effect and without amendment.

**1.5** Notwithstanding any termination of the Present Lease, the Present Tenant shall continue to be responsible to the Landlord for all amounts in arrears under the Present Lease, all damage to the Premises, and for all charges and expenses incurred by or on behalf of the Landlord with respect to such default including, without limitation, all legal, bailiff's and other professional fees.

## **2.0 Creation of New Lease**

**2.1** Subject to the terms and conditions herein, from and after the Termination Date the parties agree that the Present Lease shall be, and shall be deemed to have been, terminated and the New Lease shall be immediately in effect.

**2.2** The parties agree that the Landlord shall be entitled to enter upon the Leased Premises, including any building thereon, at any time during the currency of the Present Lease and the New Lease to carry out such tests and inspections in and on the Leased Premises as it reasonably deems necessary.

**2.3** The New Tenant has, and shall be deemed to have, relied upon its own inspections of the Premises and not relied upon any representations or warranties or the Landlord in entering into this Agreement or the New Lease.

**2.4** The New Tenant shall pay the Landlord's reasonable legal costs, including fees, disbursements and HST, associated with the preparation of this Agreement and the New Lease within 30 days of the Landlord's presentation of invoices to the New Tenant, which invoices may be redacted to remove privileged and confidential information.

## **3.0 General**

**3.1** The Landlord represents and warrants that it has the right, full power and authority to enter into this Agreement and to perform its obligations hereunder, that it has not assigned or encumbered its interest in the Lease and that no consent from any mortgagee or other party is required.

**3.2** All notices required or permitted to be given hereunder shall be in writing and delivered or sent by prepaid registered mail to the address of the intended recipient set forth below or at



such other address as may from time to time be notified by the Landlord or the Tenant in writing.

To the Landlord at:                      The Corporation of the Town of Tillsonburg  
 Attention: Director of Operations and Development  
 200 Broadway Street  
 Tillsonburg, Ontario N4G 5A7

To the Tenant at:                      Rick and Geoff Lee  
 244779 Milldale Rd, Otterville, Ont, N0J1R0

**3.3** Each party shall promptly do, execute, deliver or cause to be done, executed and delivered all further acts, documents and things in connection with this Agreement that the other party or parties thereto may reasonably require for the purpose of giving effect to this Agreement and carrying out its provisions and completing the transactions contemplated by this Agreement.

**3.4** Unless the context otherwise requires, words importing the singular in number only shall include the plural and *vice versa*, words importing the use of gender shall include the masculine, feminine and neuter genders, and words importing persons shall include individuals, corporations, partnerships, associations, trusts, unincorporated organizations, governmental bodies and other legal or business entities. If this Agreement has been executed by more than one party as Tenant, their obligations hereunder shall be joint and several, and all references to the “Tenant” herein shall refer to all such parties, as the context requires.

**3.5** Delivery of an executed copy of a signature page to this Agreement by electronic transmission shall be effective as delivery of an original executed copy of this Agreement, and each party hereto undertakes to provide each other party with a copy of the Agreement bearing original signatures forthwith upon demand.

**3.6** The rights and liabilities of the parties shall ensure to the benefit of their respective legal representatives, heirs, executors, administrators, successors and assigns, as the case may be.

**3.7** The Parties covenant and agree that all provisions, terms and conditions contained in this Agreement shall not merge upon completion of this Agreement.

**3.8** The parties acknowledge and agree that they enter into this Agreement out of their own volition, and that they have not been induced to sign this Agreement by any representation or warranty. This Agreement, inclusive of its schedules constitutes the entire Agreement between the parties with respect to the subject matter hereof and cancels and supersedes any prior understandings, undertakings, representations, warranties, terms, conditions and agreements, whether collateral, express, implied or statutory, between the parties.

**3.9** The parties acknowledge that they have obtained independent legal advice concerning the content of this Agreement or that they have had the opportunity to obtain independent legal advice and chosen not to do so.

**IN WITNESS WHEREOF** the parties hereto have duly executed this Agreement.


**THE CORPORATION OF THE TOWN OF  
 TILLSONBURG**


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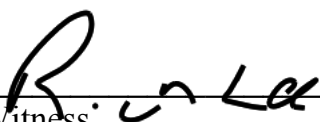
Stephen Molnar, Mayor  
 I have authority to bind the corporation.


\_\_\_\_\_  
Michelle Smibert, Director of Corporate Services/Clerk  
I have authority to bind the corporation.

**PRESENT TENANTS**


  
\_\_\_\_\_  
Witness


  
\_\_\_\_\_  
Rick Lee  
I have authority to bind the corporation.

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Geoff Lee  
I have authority to bind the corporation.

**NEW TENANTS**

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
1467246 Ontario Inc  
Per: Geoff Lee  
I have authority to bind the corporation.

TILLSONBURG AIRPORT HANGAR LEASE

This Lease is made this 25 day of October, 2021 (the "Effective Date").

B E T W E E N

THE CORPORATION OF THE TOWN OF TILLSONBURG

(the "Landlord")

- and -

1467246 Ontario Inc  
244779 Milldale Rd, Otterville, Ont, N0J1R0  
Attention: Geoff Lee

(the "Tenant")

**WHEREAS** the Landlord owns all and singular that certain parcel or tract of land and premises situated, lying and being in the Township of South West Oxford in the County of Oxford, being comprised of:

PT LT 3-4 CON 7 DEREHAM; LT 5-6 CON 7 DEREHAM; PT LT 7 CON 7 DEREHAM PT 1, 2, 3, 4 & 5, 41R2877, PT 2 & 3, 41R2714, PT 1, 2 & 3, 41R4343, PT 1, 2, 3 & 4, 41R4545; S/T 406551; SOUTH-WEST OXFORD;

PIN: 00016-0089 (LT); LRO #41;

municipal address being 244411 Airport Road, Tillsonburg, ON N4G 4H1;

referred to herein as the "Property", the "Airport" or the "Tillsonburg Airport" upon which is located the Tillsonburg Airport which is owned and operated by the Landlord.

In consideration of the covenants, agreements, warranties and payments herein set forth and provided for, the sum of two dollars (\$2.00) paid by each party to the other and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto respectively covenant and agree as follows:

1. LEASED PREMISES

- (1) The Leased Premises shall consist of a portion of the Tillsonburg Airport identified as Hangar C1-4 on the plan attached as Schedule "A", being the area upon which the Tenant's airplane hangar shall be located plus one (1) metre of land extended beyond the exterior perimeter of the Tenant's airplane hangar building (the "Leased Premises").
- (2) Notwithstanding the above, the Landlord reserves the right to assign an alternate lot to the Tenant on thirty (30) days' written notice at any time prior to the commencement of construction of the Tenant's hangar.
- (3) The Landlord covenants and agrees to the construction by the Tenant of an airplane hangar on the Leased Premises being a Hangar, (the "Hangar") subject to the provisions of Schedule "B". The Tenant shall complete the construction of the Hangar at its sole cost and expense.
- (4) The Landlord covenants and agrees that the Hangar on the Leased Premises is not owned by the Landlord but is owned by the Tenant.

2. GRANT OF LEASE

- (1) The Landlord leases the Leased Premises to the Tenant:
  - (a) at the Rent set forth in Section 3;
  - (b) for the Term set forth in Section 4; and
  - (c) subject to the conditions and in accordance with the covenants, obligations and agreements herein including schedules.
- (2) The Landlord covenants that it has the right to grant the leasehold interest in the Leased Premises free from encumbrances except as disclosed on title.

3. RENT

- (1) Rent means the amounts payable by the Tenant to the Landlord pursuant to this Section and includes Additional Rent.
- (2) The Tenant covenants to pay to the Landlord, during the Term of this Lease rent as follows (the "Base Rent"): for every year of the Term, the total sum of \$1457.4 per annum (based upon \$0.30 per square foot of Hangar building area) plus H.S.T., and any other applicable

Landlord's Initials \_\_\_\_\_ Tenant's Initials GL

services tax which may accrue on account of the Landlord collecting rent, payable yearly in advance. Base Rent shall commence on the first day of the Term. If the first day of the Term is not January 1<sup>st</sup> then Base Rent for the first year of the term shall be prorated until December 31 of the initial year. Base Rent shall then be due on 1<sup>st</sup> day of the year commencing on January 1<sup>st</sup>, 2022 and every 1<sup>st</sup> day of January thereafter. The Parties further agree that the Landlord may, in their sole and absolute discretion, increase the Base Rent annually in accordance with the Town of Tillsonburg Rates and Fees Bylaw, as amended. If the square footage of the Hangar on the Leased Premises expands then the Base Rent shall accordingly increase in proportion to the additional square footage.

- (3) The Tenant further covenants to pay all other sums required by this Lease to be paid by it and agrees that all amounts payable by the Tenant to the Landlord or to any other party pursuant to the provisions of this Lease shall be deemed to be additional rent ("Additional Rent") whether or not specifically designated as such in this Lease.
- (4) The Landlord and the Tenant agree that it is their mutual intention that this Lease shall be a completely carefree net lease for the Landlord and that the Landlord shall not, during the Term of this Lease, be required to make any payments in respect the Leased Premises other than charges of a kind personal to the Landlord (such as income and estate taxes and mortgage payments) and to effect the said intention of the parties the Tenant promises:
  - (a) to pay as Additional Rent: business taxes, real estate taxes and licenses if applicable;
  - (b) to pay all annual fees in accordance with the Town of Tillsonburg Rates and Fees Bylaw, as amended, as Additional Rent for such expenses incurred by the Landlord for the maintenance and servicing of the Airport; and,
  - (c) to pay the Landlord a one-time capital recovery charge, based on actuals, for the Landlord to construct the associated hangar apron, if applicable; and,
  - (d) to pay for or provide servicing and maintaining the Leased Premises and the Hangar and shall include the following:
    - (i) all utilities and services including, but not limited to, electricity, water, sewage, natural gas and propane. The Tenant acknowledges that connection fees for utilities and services are entirely at the Tenant's cost. Further, the Tenant acknowledges that nothing in this Lease, including in this article, is a warranty, covenant or representation by the Landlord to provide connections, utilities or services to the Leased Premises or that the services or utilities can be extended to the Leased Premises;
    - (ii) snow removal and landscaping on the Leased Premises including cutting the grass and weed control of the Leased Premises including the one (1) metre area around the perimeter of the Hangar;
    - (iii) all repair, service and maintenance to the Hangar including reasonable wear and tear; and,
    - (iv) to pay airport infrastructure fees in accordance with the Town of Tillsonburg Rates and Fees Bylaw, as amended.
- (5) The Tenant hereby agrees to indemnify and protect the Landlord from any liability accruing to the Landlord in respect of the expenses payable by the Tenant as provided for herein.
  - (i) The Tenant on behalf of itself/himself/herself/themselves, its/his/her/their heirs, executors, administrators and assigns, including its/his/her/their successors in title, hereby covenants and agrees to indemnify and save harmless the Landlord from all actions, cause of actions, suits, claims, demands, damages, losses, costs, charges and expenses of every nature and kind whatsoever by whomsoever make brought or prosecuted, including legal fees, which the Landlord may incur or have to pay, which may arise either directly or indirectly by reason of any activity, actions, performance, negligence or non-performance of the Tenant, its employees, servants, agents, contractors, subcontractors, architect, landscape architect, engineer, surveyor, planner, consultant, project manager or any other person the Tenant is responsible for at law during the duration of this Agreement; in executing the Works under this Agreement; by reason of installation of any Works required under this Agreement; by the failure of the Tenant to complete the installation of the Works required under this Agreement; because of or on account of the ownership, construction, use existence, or maintenance of the property described in the Agreement; by the exercise of the Tenant's powers under this Agreement; the construction, maintenance or the improper or inadequate construction, installation and/or maintenance of the Works; any act or omission of said parties while undertaking the Works; or by reason of the neglect of the Tenant or its employees, servants, agents, contractors, subcontractors or others for whom the Tenant is responsible at law.
  - (ii) Without limiting the generality of the foregoing, the Tenant agrees to indemnify and save harmless the Landlord for any issues related to the alteration of any grade or existing level construction, the maintenance or repair of any taxiway within the Airport, or by reason of the failure, neglect or omission of the Tenant

Landlord's Initials \_\_\_\_\_

Tenant's Initials GL



to do anything agreed to be done pursuant to this Agreement or by reason of any act or omission of the Tenant, including failure of the Tenant to comply with the *Construction Act*.

- (6) Additional Rent shall be payable yearly in advance on the same dates stipulated for payment of Base Rent in Section 3 (2).
- (7) All payments to be made by the Tenant pursuant to this Lease are to be in Canadian funds by bank draft, money order or cheque payable to the Landlord and shall be delivered to the Landlord at the Landlord's address for service set out in Section 17 or to such other place as the Landlord may from time to time direct in writing.
- (8) All Rent in arrears and all sums paid by the Landlord for expenses incurred which should have been paid by the Tenant shall bear interest from the date payment was due, or made, or expense incurred at a rate per annum equal to the prime commercial lending rate of the Landlord's bank plus two (2) per cent.
- (9) The Tenant acknowledges and agrees that the payments of Rent and Additional Rent provided for in this Lease shall be made without any deduction for any reason whatsoever unless expressly allowed by the terms of this Lease or agreed to by the Landlord in writing and no partial payment by the Tenant which is accepted by the Landlord shall be considered as other than a partial payment on account of Rent owing and shall not prejudice the Landlord's right to recover any Rent owing.

#### 4. TERMS AND POSSESSION

- (1) The Tenant shall have possession of the Leased Premises for a period of twenty years, ten months (the "Term"), commencing on the October 25, 2021 and ending on the 1<sup>st</sup> day of January, 2042.
- (2) The Tenant shall pay any and all connection costs for hydro, gas, water, heating, air-conditioning and for all other services and utilities as may be provided to the Leased Premises. The Tenant shall arrange with the local authority for connection of gas, electricity and water in the name of the Tenant. Nothing in this paragraph or lease is a warranty or representation by the Landlord that any utilities or services are extended to the Leased Premises or can be extended to the Leased Premises.
- (3) Subject to the Landlord's rights under this Lease, and as long as the Tenant is in good standing, the Landlord covenants that the Tenant shall have quiet enjoyment of the Leased Premises during the Term of this Lease without any interruption or disturbance from the Landlord or any other person or persons lawfully claiming through the Landlord.

#### 5. ABATEMENT OF RENT DURING CONSTRUCTION

- (1) So long as the Lease has been fully executed, the Tenant has provided the Landlord with proof of the Tenants insurance, and the Tenant has paid the first and last month's Rent to be held as a deposit, the Landlord shall provide the Tenant with possession of the Leased Premises for a period of up to six (6) months commencing on the Effective Date for the purposes of constructing the Hangar on the Leased Premises. All terms of the Lease shall be applicable from the Effective Date save and except for the payment of Rent, Base Rent and Additional Rent which shall be payable as of the first day of the month of occupancy of the Hangar or the expiry of the six (6) month construction period whichever occurs first.
- (2) In the event the Tenant has not completed construction of the Hangar within the six (6) month construction period, the Landlord, in its sole and absolute discretion, may extend the construction period upon written request of the Tenant or terminate this Lease of which then the Tenant's deposit provided in Section 5 (1) would be forfeited.

#### 6. ASSIGNMENT

- (1) The Tenant shall not assign this Lease or sublet the whole or any part of the Leased Premises unless they first obtain the consent of the Landlord in writing, which consent shall not unreasonably be withheld and provided the sub-Tenant and/or assignee signs a written acknowledgement that he/she will be bound by the terms, conditions and rules as provided for in this Lease. The Tenant hereby waives its right to the benefit of any present or future Act of the Legislature of Ontario which would permit the Tenant to assign this Lease or sublet the Leased Premises without the Landlord's consent.
- (2) The consent of the Landlord to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting.
- (3) Any consent given by the Landlord to any assignment or other disposition of the Tenant's interest in this Lease or in the Leased Premises shall not relieve the Tenant from its obligations under this lease, including the obligation to pay Rent, Base Rent and Additional Rent as provided for herein.

Landlord's Initials \_\_\_\_\_

Tenant's Initials GL

- (4) If all or more than 50% of the shares in the Tenant should be sold, assigned or transferred in any manner to a person other than the Tenant, then such transferee shall be bound by the terms and conditions of this Lease.

## 7. USE

- (1) During the Term of this Lease the Leased Premises shall not be used for any purpose other than as an aircraft hangar for the storage, repair and operation of airplanes, without the express consent of the Landlord given in writing. The Tenant shall not construct a new hangar or any other building on the Leased Premises except in accordance to the terms of this Lease.
- (2) The Tenant shall not do or permit to be done at the Leased Premises anything which may:
- (a) contravene any Airport use, standards, or tenant policy as established by the Landlord from time to time;
  - (b) cause damage to the Leased Premises;
  - (c) cause injury or annoyance to occupants of neighbouring premises;
  - (d) make void or voidable any insurance upon the Leased Premises;
  - (e) constitute a breach of any by-law, status, order or regulation of any municipal, provincial or other competent authority relating to the Tillsonburg Airport, the Leased Premises including any septic bed or other property, equipment or appurtenances; and,
  - (f) create an environmental hazard. The Tenant shall not store, allowed to be stored or do anything that creates hazardous waste or toxic material as defined by the Environmental Protection Act or any related or successor legislation. If an order is made by any level of government, including all agencies, crown corporations, municipal bodies, or a court is made as a result of the Tenant's, or its servants, directors, employees, invitees, customers or agents, actions or inaction under this Article or Article 7(2)(e) above or as a result of the septic bed system used by the Tenant then the Tenant shall satisfy the terms of such order including, but not limited to, paying all costs of the work required and shall indemnify and save the Landlord harmless from any costs, including legal costs, if the Landlord suffers any damages or pays any costs associated with such order.
- (3) The Tenant shall:
- (a) not interfere in the use of the Airport or any other use of the Property. The Tenant acknowledges that there are other uses of the Property and it shall not interfere in any other use of the Property. The Tenant further acknowledges that there are other Tenants and users of the Airport and it shall not unreasonably interfere in the use or operation of the Airport in any manner nor shall it do, or allow to be done by any of its invitees, customers, employees or agents, anything that would cause or constitute a nuisance, safety violation or hazard to any other Tenant or any user of the Airport who are acting reasonably;
  - (b) comply with all federal and provincial transportation guidelines, regulations, rules, by-laws, statutes, directives and any other such matter that governs the flight, use or operation of aircraft;
  - (c) not block or obstruct the taxiways or runway and permit the ingress and egress to adjacent hangars, aprons and parking areas;
  - (d) not conduct any major repairs to any motor vehicle of any kind other than an aircraft or any vehicle or machinery ancillary to or connected with aircraft;
  - (e) not perform aircraft repair or maintenance outside of the Leased Premises;
  - (f) not start any aircraft in the Hangar;
  - (g) not store any items on the Leased Premises, surrounding Property or in the Hangar other than aircraft and related aircraft items except as specifically permitted in this agreement;
  - (h) not store any flammable products inside the Hangar or on the Leased Premises with the exception of fuel or necessary aircraft related products;
  - (i) notify the Landlord of any public activities and/or events no less than thirty (30) days before such activity and/or event with approval by the Landlord, in its sole and absolute discretion and such approval not to be unreasonably withheld;
  - (j) comply with all rules and regulations of the Airport and ensure the compliance of all the Tenant's contractors, employees, agents, customers and invitees; and,
  - (k) provide proof of documentation showing current and proper insurance coverage of any aircraft stored inside the Hangar.
- (4) The Tenant covenants and agrees that the Landlord may require the adjustment in the Airport leases and as such may demand the Tenant move the Hangar and the location of the Leased Premises. The Landlord shall compensate the Tenant for any expenses in moving the Hangar as agreed between the Parties.
- (5) The Tenant shall be permitted to construct and maintain one (1) aircraft hangar (the "Works") on the Leased Premises as follows:
- (a) the dimensions of the Hangar shall be 56 feet by 68 feet with one expansion of 14 feet by 55 feet and one expansion of 14 feet by 20 feet for a total floor area of 4858

Landlord's Initials \_\_\_\_\_

Tenant's Initials CL

- square feet;
  - (b) the style of the Hangar shall be either a pole barn style building or a metal frame building;
  - (c) the siding, siding colour, roof colour, hanger number, and height of the building will be maintained in accordance with current Airport standards as approved by the Landlord;
  - (d) the hangar apron shall be constructed of a hard surface (i.e. asphalt or concrete) with a minimum 300mm (12") structural sub-base to the satisfaction of the Landlord;
  - (e) any construction or renovation shall comply with the construction requirements of the Landlord in its sole and absolute discretion including the construction requirements detailed in Schedule "B" to this Lease and all applicable building code standards and by-laws of the municipality in which the Leased Premises are located and any federal or provincial statutes, rules or regulations;
  - (f) prior to the commencement of construction, the Tenant shall submit, at its sole cost, a site plan and drainage/grading plan which shall include, but not limited to, the information required in this Article 7(5) of this Lease and the proposed floor elevation, which all shall be subject to the approval of the Landlord;
  - (g) the Tenant agrees to maintain the lot grading during and after construction and erection of the Hangar and shall comply with the lot grading and drainage requirements of the Landlord at the sole cost of the Tenant;
  - (h) obtain all necessary permits, as applicable, at the expense of the Tenant; and,
  - (i) the Tenant shall be responsible for and pay the cost of all repair, renovation, and maintenance and nothing in this Lease shall render the Landlord responsible for any such costs.
- (6) The Landlord acknowledges that it has granted access to the Tenant for the Tenant to maneuver its aircraft from the Hangar to the adjacent taxiway and runway of the Airport. Further, the Landlord hereby grants to the Tenant, its successors and assigns, free and uninterrupted access in, over, upon, across or through the Hangar apron area, defined as 109 feet wide and 27 feet from the front of the Hangar to the adjacent taxiway. The Landlord grants to the Tenant the right to enter upon the Hangar apron area at all times and to pass and re-pass thereon as may be required by the Tenant, and its licensees, successors, assigns, servants, agents, employees and contractors including all necessary vehicles, equipment and machinery, from time to time, for the purposes of installing, maintaining, replacing, and reconstructing a suitable surface treatment to the Hangar apron as approved by the Landlord in its sole and absolute discretion. Any cost of installing, removing, maintaining, replacing and/or reconstructing the Hangar apron shall be at the sole expense of the Tenant without contribution of the Landlord. The Tenant covenants that it shall not conduct such work to the Hangar apron without first obtaining the consent of the Landlord and such consent shall not be unreasonably withheld. The Tenant hereby releases the Landlord from any and every claim which may or might arise out of the proper exercise by the Tenant of any of the rights granted herein.


## 8. CONSTRUCTION IMPLEMENTATION SCHEDULE (Not Applicable / Existing Hangar)

- (1) The Tenant hereby undertakes to complete the work herein in accordance with the timeframes set out in the Schedule "C" (the "Construction Schedule"). The Tenant shall submit a proposed construction schedule which shall be subject to amendments and approval by the Landlord and attached hereto as Schedule "C". A variance to the timeframes will only be allowed if approved in writing by the Landlord. Failure to comply may result in the Tenant being in default of this Agreement and the Landlord may seek remedy pursuant to this Agreement.
- (2) The Landlord approved work shall be carried out by the Tenant in a proper and professional manner so as to do as little damage or disturbance as possible to the Airport lands or the Airport's infrastructure. The Tenant shall repair and make good all damage and disturbance that may be caused to the Airport lands or the Airport's infrastructure, to the satisfaction of the Landlord, acting reasonably, at the sole expense of the Tenant.
- (3) During construction, the works to be carried out by the Tenant, shall be maintained in all respects in a state of good repair by the Tenant, including keeping the site in a sound, neat, safe and clean condition to the satisfaction of the Landlord. If the site is not kept in a state of good repair, upon seven (7) business days written notice to the Tenant (or such shorter time as may be required in the case of an emergency or other urgent matters or as otherwise provided herein), the Landlord shall have the right to do any work necessary to fulfill this condition and all costs incurred by the Landlord shall be recovered from the Tenant and may be recovered as Additional Rent.

## 9. REPAIR AND MAINTENANCE

- (1) The Tenant covenants that during the term of this Lease and any renewal thereof, the Tenant shall keep the Leased Premises and Hangar in good condition including all alterations and additions made thereto, and shall, with or without notice, promptly make all needed repairs and all necessary replacements as would a prudent owner. The Tenant shall be responsible for all wear and tear to the Hangar and shall affect all repairs as

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necessary. Save and accept the Landlord's, or its agent's, contractor's and employee's negligence or intentional actions, at no time is the Landlord responsible for any repairs or damage to the Hangar or the Leased Premises.

- (2) The Tenant shall permit the Landlord or a person authorized by the Landlord to enter the Leased Premises including the Hangar to examine the condition thereof and view the state of repair at reasonable times:
  - (a) and if upon such examination repairs are found to be necessary, written notice of the repairs required shall be given to the Tenant by or on behalf of the Landlord and the Tenant shall make the necessary repairs within the time specified in the notice; and,
  - (b) if the Tenant refuses or neglects to keep the Leased Premises including the Hangar in good repair the Landlord may, but shall not be obliged to, make any necessary repairs, and shall be permitted to enter the Leased Premises and Hangar, including by its servants or agents, for the purpose of effecting the repairs without being liable to the Tenant for any loss, damage or inconvenience to the Tenant in connection with the Landlord's entry and repairs. If the Landlord makes such repairs the Tenant shall pay the cost of them immediately as Additional Rent.
- (3) Subject to any renewal, upon the expiry of the Term or other determination of this Lease the Tenant agrees to surrender peaceably the Leased Premises to the Landlord in a state of good repair and subject to the conditions contained in this Article 9(3). The Tenant may remove the Hangar provided the Tenant places the Leased Premises back into a similar condition as it was in prior to the construction of the Hangar even if the construction of the Hangar predated this Lease. At any time during the Term, expiry of the Term, if an Act of Default occurs or upon termination of this Lease if the Tenant is in arrears of any rent whatsoever the Tenant agrees that the Landlord shall be permitted to register such lien on the Hangar under the *Personal Property Security Act* and possession of the Hangar will not be obtained by the Tenant until the lien is paid in full with all accrued interest and legal fees.
- (4) The Tenant shall immediately give written notice to the Landlord of any substantial damage that occurs to the Leased Premises including the Hangar from any cause.
- (5) The Tenant hereby agrees that at no time is the Landlord responsible for any damage, including damage to property or personal injury, as a result of the Tenant's use of the Leased Premises, Airport or Property and the Tenant hereby waives any cause of action in law, equity or by statute as against the Landlord for any loss. The Tenant acknowledges that it shall not institute any claim or make any demand against the Landlord, or anyone that may claim indemnity from the Landlord, for any personal injury or damage to property, including aircraft, as a result of the Tenant's use (including storage) of the Hangar, Airport or Property. The Tenant acknowledges that the use of the Airport, Hangar or Property is at its own risk.
- (6) The Tenant hereby forever releases the Landlord from any and all claims in law, equity or by statute as a result of any intentional or negligent acts of any other Tenant and/or user of the Property and/or Airport, or their agents, contractors, invitees, customers or employees that may cause death, personal injury or property loss to the Tenant or its agents, customers, employees, contractors or invitees.

## 10. ALTERATIONS AND ADDITIONS

- (1) If the Tenant, during the Term of this Lease or any renewal of the Lease, desires to make any alterations or additions to the Leased Premises, including but not limited to; erecting partitions, attaching equipment, and installing necessary furnishings or additional equipment of the Tenant's business but not including erecting a new hangar or any other accessory building, the Tenant may do so at his own expense provided that any and all alterations or additions to the Leased Premises made by the Tenant must comply with any requirement of the Landlord including Schedule "B" and all applicable building code standards and by-laws of the municipality in which the Leased Premises are located and any federal or provincial statutes, rules or regulations.
- (2) The Tenant shall pay Rent at the rate prescribed in paragraph 3 above based upon the area of the Hangar subsequent to any addition or alteration.
- (3) The Tenant shall be responsible for and pay the cost of any alterations, additions, installations or improvements that any governing authority, municipal, provincial or otherwise, may require to be made in, on or to the Leased Premises.
- (4) No sign, advertisement or notice shall be inscribed, painted or affixed by the Tenant, or any other person on the Tenant's behalf, on any part of the outside of the Hangar unless it is located along the facade of the Hangar's front and provided it complies with the Landlord's signage requirements and with all applicable laws, by-laws and regulations and is in good workmanlike manner. No other sign, advertisement or notice shall be erected unless it has been approved in every respect by the Landlord in writing.

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- (5) The Tenant agrees, at its own expense and by whatever means may be necessary, immediately to obtain the release or discharge of any encumbrance that may be registered against the Landlord's property in connection with any additions or alterations to the Leased Premises made by the Tenant or in connection with any other activity of the Tenant.
- (6) The Tenant shall, at his own expense, if requested by the Landlord, remove any or all additions or improvements made by the Tenant to the Leased Premises during the Term and shall repair all damage caused by the installation or the removal or both.
- (7) The Tenant shall not bring onto the Leased Premises or any part of the Leased Premises any machinery, equipment or any other thing that might in the opinion of the Landlord, by reason of its hazardous nature, weight, size or use, damage the Leased Premises or the Property. If the Leased Premises or Property are damaged the Tenant shall restore the Leased Premises or Property immediately or pay to the Landlord the cost of restoring the Leased Premises or Property.

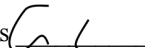
## 11. INSURANCE

- (1) The Tenant covenants to keep the Landlord indemnified and save harmless the Landlord at all times against all claims, suits, procedures, actions and demands (including but not limited to all legal costs) whatsoever and howsoever arising by any person, entity or corporation whether in respect of damage, loss or death to person or property, arising out of or occasioned by the maintenance, use or occupancy of the Leased Premises, Airport and Property or the subletting or assignment of same or any part thereof. And the Tenant further covenants to indemnify the Landlord with respect to any encumbrance on or damage to the Leased Premises occasioned by or arising from the act, default, or negligence of the Tenant, its officers, agents, servants, employees, contractors, customers, invitees or licensees. The Tenant agrees that the foregoing indemnity shall survive the termination of this Lease notwithstanding any provisions of the Lease to the contrary.
- (2) The Tenant shall carry insurance in its own name insuring against the risk of damage to the Tenant's property and the Hangar within the Leased Premises caused by fire or other perils.
- (3) The Tenant shall carry such general liability and property damage insurance including personal injury and property damage coverage with at least two million (\$2,000,000.00) dollars in limits of each occurrence with respect to the Leased Premises and Tenant's occupation of the Leased Premises. Such insurance policy shall contain no airport site exclusion.
- (4) All insurance policies in this Section 11 including this Article shall name the Landlord, where applicable, as an insured and loss payee and the policy shall include a cross-liability endorsement. All policies shall be applicable as primary insurance, taking precedence over any other insurance protection owned by the Landlord. The Tenant shall insure that each insurance policy contains a waiver of subrogation rights which the insurer may have against the Landlord and the persons for whom is legally responsible.
- (5) Upon demand of the Landlord, the Tenant shall provide a copy of any and all policies of insurance including renewals and terms of such policies to the Landlord. If any policy of insurance is canceled the Tenant shall inform the Landlord without delay of such cancellation and shall obtain a replacement policy without delay on the same terms as set out in this Section 11. Under no circumstances shall delivery of and review by the Landlord of any certificate set forth or any insurance policy or any other proof of existence of the insurance coverage release the Tenant of its obligations to take out insurance in strict compliance with the present provisions or constitute a waiver in favour of the Tenant of any of the Landlord's rights.

## 12. ACTS OF DEFAULT AND LANDLORD'S REMEDIES

- (1) An Act of Default has occurred when:
  - (a) the Tenant has failed to pay Rent for a period of 45 consecutive days from the date that payment was required to be paid to the Landlord;
  - (b) the Tenant has breached its covenants or failed to perform any of its obligations under this Lease for a period of 45 consecutive days and:
    - (i) the Landlord has given ten (10) days' notice specifying the nature of the default and the steps required to correct it; and,
    - (ii) the Tenant has failed to correct the default as required by the notice;
  - (c) the Tenant has:
    - (i) become bankrupt or insolvent or made an assignment for the benefit of creditors;

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- (ii) had its property seized or attached in satisfaction of a judgment;
  - (iii) had a receiver appointed;
  - (iv) committed any act or neglected to do anything with the result that a Construction Lien or other encumbrance is registered against the Landlord's property; or,
  - (v) taken action with a view to dissolution or liquidation;
- (d) any required insurance policy is cancelled or not renewed by reason of the use or occupation of the Leased Premises, or by reason of non-payment of premiums;
- (e) the Leased Premises:
- (i) has become vacant or remain unoccupied for a period of 180 consecutive days. For the purposes of this section the Parties agree that the terms "vacant and "unoccupied" shall mean no use or utilization of the Hangar and/or no storage of necessary tools, implements or equipment in the Hangar; or,
  - (ii) is used by any other person or persons, or for any other purpose than as provided for in this Lease without the written consent of the Landlord;
- (f) failure to install or remedy faulty work,
- if, in the opinion of the Landlord the Tenant:
- i. is not proceeding or causing to be proceeded the works required in connection with this Agreement within thirty (30) days' of notice given; or
  - ii. is improperly performing the works; or
  - iii. has neglected or abandoned before the completion, or unreasonably delayed the same, so that conditions of this Agreement are being violated or carelessly executed or being carried out in bad faith; or
  - iv. has neglected or refused to renew or again perform such work as may be rejected by the Landlord as defective or unsuitable; or
  - v. has defaulted performance of the terms and conditions of this agreement;

then, in any such instance, the Landlord shall promptly notify the Tenant, in writing, of such default or neglect and if such notification be without effect within ten (10) business days after such notice, the Landlord shall thereupon have full authority and power to purchase materials and employ workers and machines for the proper completion of the works at the cost and expense of the Tenant. The cost of such work shall be calculated by the Landlord whose decision shall be final and be paid to the Landlord by the Tenant on demand. Should payment not be received following the issuance of an invoice from the Landlord, the Landlord shall collect same as Additional Rent in addition to any other remedy available to the Landlord.

It is further understood and agreed between the parties hereto that such entry upon the Premise shall be as an agent for the Tenant and shall not be deemed, for any purposes whatsoever, as an acceptance of the works by the Landlord.

- (2) When an Act of Default on the part of the Tenant has occurred:
- (a) the current year's Rent together with the next years' Rent shall become due and payable immediately; and,
  - (b) the Landlord shall have the right to terminate this Lease and to re-enter the Leased Premises and deal with them as it may choose.
- (3) If, because an Act of Default has occurred, the Landlord exercises its right to terminate this Lease and re-enter the Leased Premises prior to the end of the Term, the Tenant shall nevertheless be liable for payment of Rent and all other amounts payable by the Tenant in accordance with the provisions of the Lease until the Landlord has re-let the Leased Premises or otherwise dealt with the Leased Premises in such manner that the cessation of payments by the Tenant will not result in loss to the Landlord and the Tenant agrees to be liable to the Landlord, until the end of the Term of this Lease for payment of any difference between the amount of Rent hereby agreed to be paid for the Term hereby granted and the Rent any new Tenant pays to the Landlord.
- (4) If when an Act of Default has occurred, the Landlord chooses not to terminate the Lease and re-enter the Leased Premises, the Landlord shall have the right to take any and all necessary steps to rectify any or all Acts of Default of the Tenant and to charge the costs of such rectification to the Tenant and to recover the costs as Rent.
- (5) If, when an Act of Default has occurred, the Landlord chooses to waive its right to exercise the remedies available to it under this Lease or at law the waiver shall not constitute condonation of the Act of Default, nor shall the waiver be pleaded as an estoppel against the Landlord to prevent his exercising his remedies with respect to a subsequent Act of Default. No covenant, term, or condition of this Lease shall be deemed to have been waived by the Landlord unless the waiver is in writing and signed by the Landlord.

### 13. TERMINATION UPON NOTICE AND AT END OF TERM

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- (1) If the Leased Premises and/or Property are subject to an Agreement of Purchase and Sale:
- (a) The Landlord shall have the right to terminate this Lease, notwithstanding that the Term has not expired, by giving ninety (90) days' notice (the "Notice") in writing to the Tenant and, at the Tenant's option, the Landlord shall pay to the Tenant the fair market value for the Hangar or the Tenant agrees to remove the Hangar and comply with Articles 9(3) and 10(5) of this Lease. Upon expiry of the Notice the Tenant shall provide vacant possession of the Leased Premises provided the Landlord pays to the Tenant a bonus of \$500.00. For the purposes of this Article and Articles 13(3) and 13(4) fair market value shall be determined as of the date of the issuing of the Notice.
- (2) If the Tenant remains in possession of the Leased Premises after termination of this Lease as aforesaid and if the Landlord then accepts Rent for the Leased Premises from the Tenant, it is agreed that such overholding by the Tenant and acceptance of Rent by the Landlord shall create a monthly tenancy only but the tenancy shall remain subject to all the terms and conditions of this Lease except those regarding the Term. The Parties agree that if the Term is not renewed then upon expiry of the Term or if the Tenant is an overholding tenant then either Party may terminate the lease upon sixty (60) days written notice to the other party and the Tenant shall comply with Articles 9(3) and 10(5) of this Lease.
- (3) Other than a termination of this Lease in accordance with Article 13(1) of this Lease, the Landlord shall, at any time and notwithstanding that the Term has not expired, have the unqualified right to terminate this Lease upon one year's prior written notification (the "Notice") if the Leased Premises are required for any reason or purpose of the Landlord in which event the Landlord shall pay to the Tenant the fair market value for the Hangar, if erected by the Tenant, unless the Tenant agrees to remove the Hangar and comply with Articles 6(3) and 7(5) of this Lease, and the Tenant shall provide such vacant possession upon the expiry of the Notice provided the Landlord pays to the Tenant a bonus of \$500.00.
- (4) The Parties agree that it is their mutual intention that at the end of the Term of this Lease the lease shall be renewed upon such conditions and terms as agreed between the Parties. The Parties further agree that although it is their mutual intention to renew the lease nevertheless either party may decide not to renew the lease for any reason. The Parties acknowledge that upon such renewal all terms and conditions shall be negotiated between the Parties. If the Parties do not renew this Lease then the Parties agree that the Landlord shall be granted the Right of First Refusal to purchase the Hangar (the "Option"). The Tenant covenants that it will not sell the Hangar, or any part thereof, to any person, firm or corporation, without first providing the Landlord to exercise its Option as set out in the terms of this paragraph. Upon the Tenant receiving a bona fide offer in writing (the "Third Party Offer") the Tenant shall deliver to the Airport Office, 244411 Airport Road, Township of South-West Oxford, Ontario, a copy of the Third Party Offer and the Landlord shall have twenty business days (the "Notice Period") from the date of receipt of the Third Party Offer to exercise the Option to match the Third Party Offer. If the Landlord exercises its option in the Notice Period then it must inform the Tenant at the Property in writing that it will purchase the Tenant's interest in the Hangar on the same terms and conditions, or more favourable terms to the Tenant at the Landlord's discretion, as contained in the Third Party Offer (the "Landlord's Offer"). If the Landlord exercises its Option in the Notice Period then the Tenant must sell the Hangar to the Landlord upon the terms and conditions as contained in the Landlord's Offer. If the Landlord does not exercise its option in the Notice Period then the Tenant shall be at liberty to accept the Third Party Offer provided that there are no modifications to the Third Party Offer. If any modifications are made to the Third Party Offer then the Landlord shall be permitted to exercise its option pursuant to the terms of this paragraph. For the purpose of this paragraph, if the Tenant is a corporation, the word "sell", in addition to its ordinary meaning, shall be deemed to mean and include a sale or disposition of the corporate shareholding of the Tenant by the person or persons who, at the date of the commencement of the lease holds or hold a majority of the corporate shares. Subject to the conditions contained in Article 4 of this Agreement, the Parties agree that prior to the expiry of this Lease if the Tenant seeks to assign this Lease to a third party then the Landlord will agree to examine a proposal to extend the term of this Lease however nothing in this paragraph shall require the Landlord to accept any amendment of the term or new term.

**14. ACKNOWLEDGMENT BY TENANT**

- (1) The Tenant agrees that it will at any time or times during the Term, upon being given at least forty-eight (48) hours prior written notice, execute and deliver to the Landlord a statement in writing certifying:
- (a) that this Lease is unmodified and is in full force and effect (or if modified stating the modifications and confirming that the Lease is in full force and effect as modified);
- (b) the amount of Rent being paid;
- (c) the dates to which Rent has been paid;

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- (d) other charges payable under this Lease which have been paid;
- (e) particulars of any prepayment of Rent or security deposits; and,
- (f) particulars of any sub tenancies.

## 15. SUBORDINATION AND POSTPONEMENT

- (1) This Lease and all the rights of the Tenant under this Lease are subject and subordinate to any and all charges against the land, buildings or improvements of which the Leased Premises form part, whether the charge is in the nature of a mortgage, trust deed, lien or any other form of charge arising from the financing or re-financing, including extensions or renewals, of the Landlord's interest in the Property.
- (2) Upon the request of the Landlord the Tenant will execute any form required to subordinate this Lease and the Tenant's rights to any such charge, and will, if required, attorn to the holder of the charge.
- (3) No subordination by the Tenant shall have the effect of permitting the holder of any charge to disturb the occupation and possession of the Leased Premises by the Tenant as long as the Tenant performs his obligations under this Lease.

## 16. RULES AND REGULATIONS

The Tenant agrees on behalf of itself and all persons entering the Leased Premises with the Tenant's authority or permission to abide by such reasonable rules, standards and regulations of the Airport and/or Property which shall form part of this Lease and as the Landlord may make and/or amend from time to time.

## 17. NOTICE

- (1) Any notice required or permitted to be given by one party to the other pursuant to the terms of this Lease may be given

To the Landlord at:

Tillsonburg Regional Airport  
Attn: Airport Administrator  
244411 Airport Rd  
South-West Oxford, ON, N4G 4H1  
airportattendants@tillsonburg.ca

To the Tenant at the Leased Premises or at:

1467246 Ontario Inc  
244779 Milldale Rd, Otterville, Ont, N0J1R0  
Phone: 519-694-4435  
Email: [geoff@tailwindaviation.ca](mailto:geoff@tailwindaviation.ca)  
Attention: Geoff Lee

- (2) The above addresses may be changed at any time by giving ten (10) days written notice.
- (3) Any notice given by one party to the other in accordance with the provisions of this Lease shall be deemed conclusively to have been received on the date delivered if the notice is served personally or seventy-two (72) hours after mailing if the notice is mailed.

## 18. REGISTRATION

The Tenant shall not at any time register notice of or a copy of this Lease on title to the Property of which the Leased Premises form part without consent of the Landlord.

## 19. INTERPRETATION

- (1) The words importing the singular number only shall include the plural, and vice versa, and words importing the masculine, feminine or neutral gender shall include the other genders, and words importing persons shall include firms and corporations and vice versa.
- (2) Unless the context otherwise requires, the word "Landlord" and the word "Tenant" wherever used herein shall be construed to include the executors, administrators, successors and assigns of the Landlord and Tenant, respectively.
- (3) When there are two or more Tenants bound by the same covenants herein contained, their obligations shall be joint and several.

## 20. MISCELLANEOUS

- (1) Unless otherwise stipulated, parking, if applicable, in the common parking area shall be in

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common and unreserved.

- (2) If a dispute should arise between the Parties in the interpretation of this Agreement then both parties agree that such dispute shall be referred to binding arbitration and be bound by the result of such arbitration. The terms, form and procedure of the arbitration shall be in accordance with the *Arbitration Act* or any successor legislation. The parties further agree that the arbitrator shall be jointly chosen and the arbitrator shall have the ability to award costs of the arbitration. This clause shall not apply if the Tenant is in default under the terms of the Lease which include but are not limited to:
- (a) its obligations to pay Rent, Base Rent and/or Additional Rent;
  - (b) non-repair or maintenance of the Leased Premises;
  - (c) subleased the Leased Premises without the authorization of the Landlord, acting reasonably;
  - (d) changed its use of the Leased Premises; or,
  - (e) used the Leased Premises in any manner contrary to Article 7.
- (3) In the event that any clause herein should be unenforceable or be declared invalid for any reason whatsoever, such enforce ability or invalidity shall not affect the enforce ability or validity of the remaining portions of the covenants and such unenforceable or invalid portions shall be severable from the remainder of this Lease.
- (4) This Lease shall be construed and enforced in accordance with the laws of the Province of Ontario. Any proceeding shall be brought at the City of Woodstock in the County of Oxford, Ontario.
- (5) The Tenant hereby agrees that it has had an opportunity to review the terms of this Lease and seek independent legal advice.
- (6) Should any provision of this Lease require judicial interpretation or arbitration, it is agreed that the court or arbitrator interpreting or construing the same shall not apply a presumption that the terms thereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it be agreed that both parties have participated in the preparation hereof.
- (7) This Lease and it's schedules constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements between the Parties in connection with the subject matter hereof, except as specifically set forth herein. No supplement, modification, waiver or termination of this Lease shall be binding unless executed in writing by the Parties.
- (8) The Tenant agrees that it has not relied upon any representation, promise or warranty of the Landlord with respect to the condition of the Leased Premises, Hangar or any representation or promise of the Landlord to repair, renovate or otherwise alter the Leased Premises in any manner prior to or after commencement of the Term. The Parties agree that the Leased Premises are being offered to the Tenant in an "as is" condition. The Tenant shall not call on or demand the Landlord to perform any repairs or renovations prior to or after it obtains possession. The Tenant acknowledges that it has performed its own due diligence in establishing the state of repair of the Leased Premises including the Hangar.

In Witness of the foregoing covenants the Landlord and the Tenant have executed this Lease.

\_\_\_\_\_  
Landlord  
Stephen Molnar, Mayor  
The Corporation of the Town of Tillsonburg

\_\_\_\_\_  
Landlord  
Michelle Smibert, Clerk  
The Corporation of the Town of Tillsonburg  
We have authority to bind the Corporation.

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R. in La  
Witness

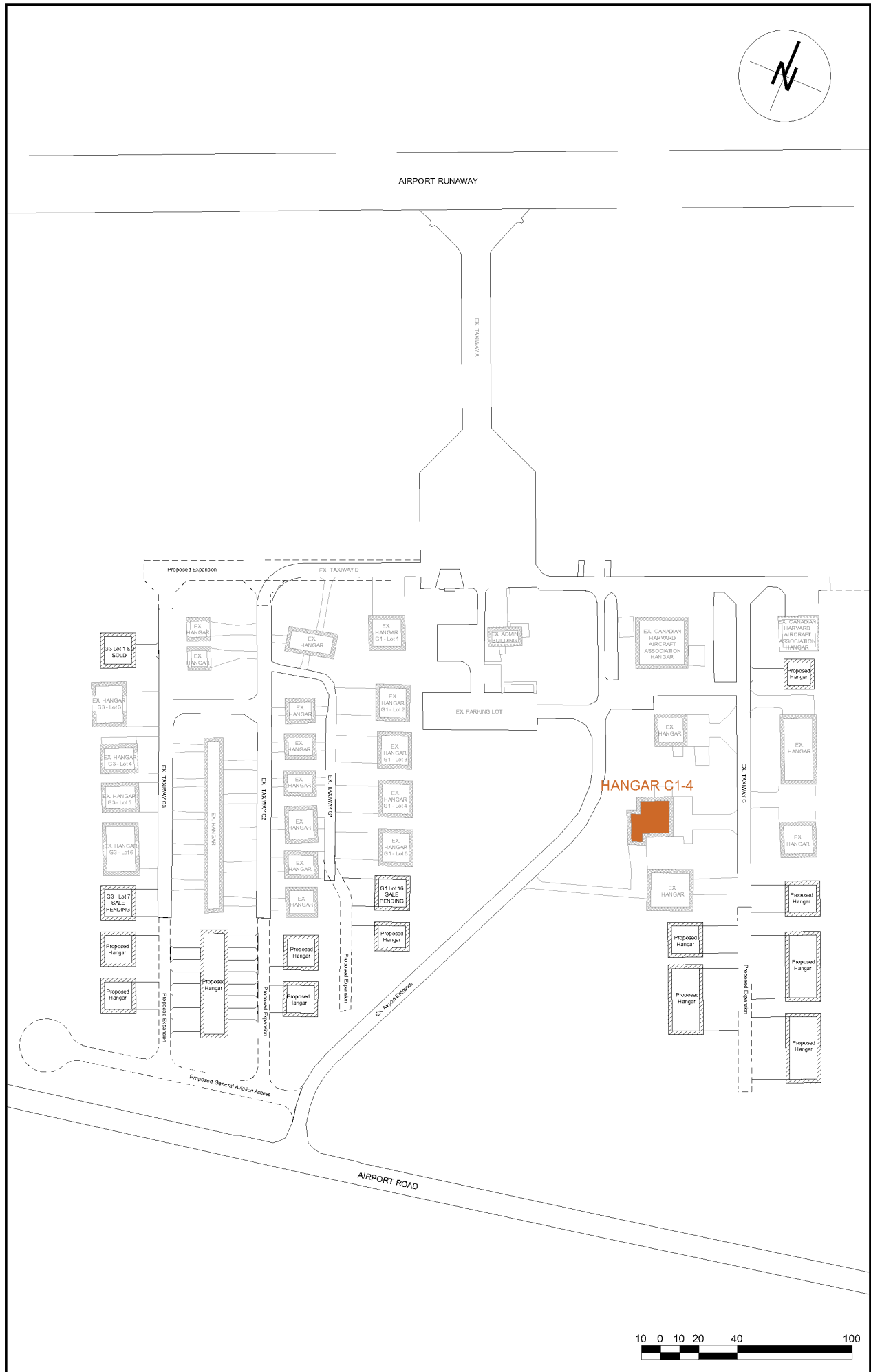
WFL  
Tenant  
1467246 Ontario Inc  
Per: Geoff Lee  
I have authority to bind the corporation.

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## Schedule “A”

## THE “LEASED PREMISES” HANGAR C1-4



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**SCHEDULE “B” (Not Applicable / Existing Hangar)**  
**CONSTRUCTION REQUIREMENTS**

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**SCHEDULE “C” (Not Applicable / Existing Hangar)**  
**CONSTRUCTION SCHEDULE**

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**Subject:** Hangar Land Lease Agreement Taxiway G2-6

**Report Number:** OPD 21-49

Department: Operations and Development Department

Submitted by: Carlos Reyes, Director of Operations and Development

Meeting Type: Council Meeting

Meeting Date: Monday, October 25, 2021

## **RECOMMENDATION**

THAT report OPD 21-49 Hangar Land Lease Agreement Taxiway G2-6 be received as information;

AND THAT Council authorizes the Mayor and the Clerk to sign the attached agreement to terminate the existing lease agreement for this hangar;

AND THAT a By-Law to execute a new Land Lease Agreement for Taxiway G2-6 with 1467246 Ontario Inc and to repeal By-Law 3374, be brought forward for Council's consideration.

## **BACKGROUND**

On July 13, 2009, the Town of Tillsonburg executed a lease agreement with Hangar Group 14A (By-law 3374) for the construction of a hangar of approximately 2352 square feet in the general aviation site. This group 14 included Merv and Shirley Davis and Richard and Geoffrey Lee. On September 6, 2013 Merv and Shirley Davis assigned their interest in the lease to Richard and Geoffrey Lee.

Earlier this year, the current tenants requested the termination of the existing agreement with the Town and the execution of a new agreement with 1467246 Ontario Inc.

## **DISCUSSION**

After reviewing the existing lease agreement and amendments for this hangar, Staff recommends that the current lease agreement with Mr. Richard Lee and Geoffrey Lee be terminated and that a new lease agreement is executed with 1467246 Ontario Inc.

OPD 21-49

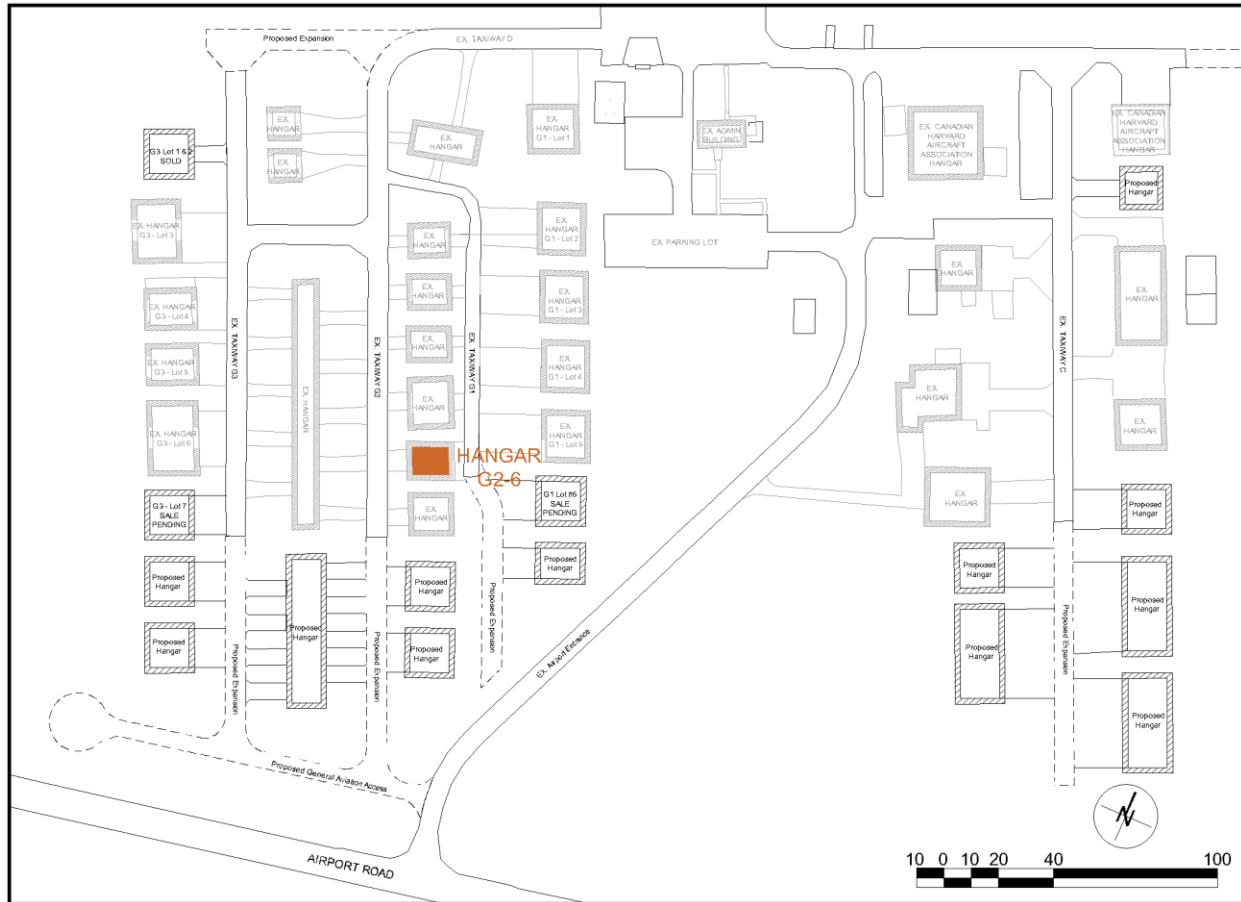


Figure 1. Hangar G2-6 - Site Plan

## CONSULTATION

The following staff and resources have been consulted in preparing this report:

- Manager of Public Works
- Duncan, Linton LLP Lawyers

## FINANCIAL IMPACT/FUNDING SOURCE

No changes.

## CORPORATE GOALS

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

- ☐ Lifestyle and amenities
- ☐ Customer service, communication and engagement
- ☐ Business attraction, retention and expansion
- ☐ Community growth

OPD 21-49

- ☒ Connectivity and transportation  
☐ Not Applicable

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

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

**Strategic Direction** – Leverage the municipal airport more effectively to increase access, visibility and business activity in Tillsonburg.

**Priority Project** – Immediate Term – Airport Master Plan and implementation

**ATTACHMENTS:**

Appendix A – Hangar G2-6 Termination of Existing Agreement

Appendix B – Hangar G2-6 Tillsonburg Airport Hangar lease agreement with 1467246 Ontario Inc



**THIS AGREEMENT** made the 25 day of *October 2021*

**BETWEEN**

***THE CORPORATION OF THE TOWN OF TILLSONBURG***

(the “Landlord”)

**AND**

*Richard Lee*

(the “Present Tenant”)

**AND**

*Geoff Lee*

(the “Present Tenant”)

**AND**

*1467246 Ontario Inc*  
*Attention: Geoff Lee*

(the “New Tenant”)

**WHEREAS:** the Landlord owns all and singular that certain parcel or tract of land and premises situated lying and being in the Township of South West Oxford in the County of Oxford, being comprised of:

PT LT 3-4 CON 7 DEREHAM; LT 5-6 CON 7 DEREHAM; PT LT 7 CON 7 DEREHAM PT 1, 2, 3, 4 & 5, 41R2877, PT 2 & 3, 41R2714, PT 1, 2 & 3, 41R4343, PT 1, 2, 3 & 4, 41R4545; S/T 406551; SOUTH-WEST OXFORD;

PIN: 00016-0089 (LT); LRO #41;

municipal address being 244411 Airport Road, Tillsonburg, ON N4G 4H1;

referred to herein as the “Premises” upon which is located at the Tillsonburg Airport which is owned and operated by the Landlord.

**AND WHEREAS:** By a lease made as of *June 5, 2009 (By-law 3374)* and amended on *September 6, 2013 (By-law 3374)* (the “Present Lease”), a copy of which is attached hereto as Schedule “A”, the Landlord leased to the Present Tenant the lands (the “Leased Premises”) more fully described in the Present Lease and comprising approximately 2352 square feet subject to the terms and conditions set forth in the Present Lease;

**AND WHEREAS:** The Landlord and the Tenant have agreed that the Present Lease dealing with the Leased Premises shall be terminated and the Present Lease will be at an end on October 25, 2021 (the “Termination Date”), on and subject to the terms and conditions contained herein;

**AND WHEREAS:** the termination of the Present Lease is conditional on the New Tenant, as that term is defined herein, the Present Tenant, and the Landlord entering into a lease for the Leased Premises in the form attached hereto as Schedule “B” (the “New Lease”);

**NOW THEREFORE** in consideration of the covenants and agreements herein set forth and provided for, the sum of two dollars (\$2.00) paid by each Party to the other and other good and valuable consideration, the receipt and sufficient of which is hereby acknowledged, the Parties hereto respectively covenant and agree as follows:

## **1.0 Termination of Present Lease**

**1.1** Subject to the provisions of section 1.5, the term of the Present Lease shall be fully completed and ended with effect from and after the Termination Date and the Present Lease is

hereby amended accordingly.

**1.2** On or before the Termination Date the Tenant shall, unless otherwise agreed to in writing with the New Tenant and the Landlord, remove from the Leased Premises, all furniture, equipment (including wiring and related devices), fixtures, other personal property and any leasehold improvements which the Landlord requires it to remove, and shall repair any damage caused to the Leased Premises as a result of such removal, all at the Present Tenant's expense. The Present Tenant's obligation to observe and perform this covenant shall survive the Termination Date. Any personal property of the Present Tenant remaining at the Leased Premises after the Termination Date shall, at the Landlord's option, become the Landlord's property and may, in any case, be removed, stored or disposed of by the Landlord as it sees fit at the Present Tenant's expense.

**1.3** The Present Tenant hereby remises, releases and forever discharges the Landlord, with effect as and from the Termination Date, of and from all manner of actions, causes of action, suits, debts, duties, accounts, covenants, contracts, claims and demands whatsoever which the Present Tenant now has or can, shall or may hereafter have against the Landlord arising out of or under or by virtue of the Present Lease, except as expressly set out herein.

**1.4** The termination provided for hereunder is conditional upon the Landlord, the New Tenant and the Present Tenant entering into the New Lease. If the New Lease is not executed by all parties prior to the Termination Date, this Agreement shall be deemed to have been terminated and the Present Lease shall continue in full force and effect and without amendment.

**1.5** Notwithstanding any termination of the Present Lease, the Present Tenant shall continue to be responsible to the Landlord for all amounts in arrears under the Present Lease, all damage to the Premises, and for all charges and expenses incurred by or on behalf of the Landlord with respect to such default including, without limitation, all legal, bailiff's and other professional fees.

## **2.0 Creation of New Lease**

**2.1** Subject to the terms and conditions herein, from and after the Termination Date the parties agree that the Present Lease shall be, and shall be deemed to have been, terminated and the New Lease shall be immediately in effect.

**2.2** The parties agree that the Landlord shall be entitled to enter upon the Leased Premises, including any building thereon, at any time during the currency of the Present Lease and the New Lease to carry out such tests and inspections in and on the Leased Premises as it reasonably deems necessary.

**2.3** The New Tenant has, and shall be deemed to have, relied upon its own inspections of the Premises and not relied upon any representations or warranties or the Landlord in entering into this Agreement or the New Lease.

**2.4** The New Tenant shall pay the Landlord's reasonable legal costs, including fees, disbursements and HST, associated with the preparation of this Agreement and the New Lease within 30 days of the Landlord's presentation of invoices to the New Tenant, which invoices may be redacted to remove privileged and confidential information.

## **3.0 General**

**3.1** The Landlord represents and warrants that it has the right, full power and authority to enter into this Agreement and to perform its obligations hereunder, that it has not assigned or encumbered its interest in the Lease and that no consent from any mortgagee or other party is required.

**3.2** All notices required or permitted to be given hereunder shall be in writing and delivered or sent by prepaid registered mail to the address of the intended recipient set forth below or at such other address as may from time to time be notified by the Landlord or the Tenant in

writing.

To the Landlord at:

The Corporation of the Town of Tillsonburg  
Attention: Director of Operations and Development  
200 Broadway Street  
Tillsonburg, Ontario N4G 5A7

To the Tenant at:

Richard and Geoff Lee  
244779 Milldale Rd, Otterville, Ont, N0J1R0

**3.3** Each party shall promptly do, execute, deliver or cause to be done, executed and delivered all further acts, documents and things in connection with this Agreement that the other party or parties thereto may reasonably require for the purpose of giving effect to this Agreement and carrying out its provisions and completing the transactions contemplated by this Agreement.

**3.4** Unless the context otherwise requires, words importing the singular in number only shall include the plural and *vice versa*, words importing the use of gender shall include the masculine, feminine and neuter genders, and words importing persons shall include individuals, corporations, partnerships, associations, trusts, unincorporated organizations, governmental bodies and other legal or business entities. If this Agreement has been executed by more than one party as Tenant, their obligations hereunder shall be joint and several, and all references to the “Tenant” herein shall refer to all such parties, as the context requires.

**3.5** Delivery of an executed copy of a signature page to this Agreement by electronic transmission shall be effective as delivery of an original executed copy of this Agreement, and each party hereto undertakes to provide each other party with a copy of the Agreement bearing original signatures forthwith upon demand.

**3.6** The rights and liabilities of the parties shall ensure to the benefit of their respective legal representatives, heirs, executors, administrators, successors and assigns, as the case may be.

**3.7** The Parties covenant and agree that all provisions, terms and conditions contained in this Agreement shall not merge upon completion of this Agreement.

**3.8** The parties acknowledge and agree that they enter into this Agreement out of their own volition, and that they have not been induced to sign this Agreement by any representation or warranty. This Agreement, inclusive of its schedules constitutes the entire Agreement between the parties with respect to the subject matter hereof and cancels and supersedes any prior understandings, undertakings, representations, warranties, terms, conditions and agreements, whether collateral, express, implied or statutory, between the parties.

**3.9** The parties acknowledge that they have obtained independent legal advice concerning the content of this Agreement or that they have had the opportunity to obtain independent legal advice and chosen not to do so.


**IN WITNESS WHEREOF** the parties hereto have duly executed this Agreement.


**THE CORPORATION OF THE TOWN OF  
TILLSONBURG**

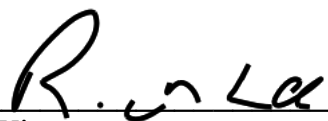
Stephen Molnar, Mayor  
I have authority to bind the corporation.


\_\_\_\_\_  
Michelle Smibert, Director of Corporate Services/Clerk  
I have authority to bind the corporation.

**PRESENT TENANTS**


  
\_\_\_\_\_  
Witness


  
\_\_\_\_\_  
Richard Lee  
I have authority to bind the corporation.

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Geoff Lee  
I have authority to bind the corporation.

**NEW TENANTS**

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
1467246 Ontario Inc  
Per: Geoff Lee  
I have authority to bind the corporation.



TILLSONBURG AIRPORT HANGAR LEASE

This Lease is made this 25 day of October, 2021 (the "Effective Date").

B E T W E E N

THE CORPORATION OF THE TOWN OF TILLSONBURG

(the "Landlord")

- and -

1467246 Ontario Inc  
244779 Milldale Rd, Otterville, Ont, N0J1R0  
Attention: Geoff Lee

(the "Tenant")

**WHEREAS** the Landlord owns all and singular that certain parcel or tract of land and premises situated, lying and being in the Township of South West Oxford in the County of Oxford, being comprised of:

PT LT 3-4 CON 7 DEREHAM; LT 5-6 CON 7 DEREHAM; PT LT 7 CON 7 DEREHAM PT 1, 2, 3, 4 & 5, 41R2877, PT 2 & 3, 41R2714, PT 1, 2 & 3, 41R4343, PT 1, 2, 3 & 4, 41R4545; S/T 406551; SOUTH-WEST OXFORD;

PIN: 00016-0089 (LT); LRO #41;

municipal address being 244411 Airport Road, Tillsonburg, ON N4G 4H1;

referred to herein as the "Property", the "Airport" or the "Tillsonburg Airport" upon which is located the Tillsonburg Airport which is owned and operated by the Landlord.

In consideration of the covenants, agreements, warranties and payments herein set forth and provided for, the sum of two dollars (\$2.00) paid by each party to the other and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto respectively covenant and agree as follows:

1. LEASED PREMISES

- (1) The Leased Premises shall consist of a portion of the Tillsonburg Airport identified as Hangar G2-6 on the plan attached as Schedule "A", being the area upon which the Tenant's airplane hangar shall be located plus one (1) metre of land extended beyond the exterior perimeter of the Tenant's airplane hangar building (the "Leased Premises").
- (2) Notwithstanding the above, the Landlord reserves the right to assign an alternate lot to the Tenant on thirty (30) days' written notice at any time prior to the commencement of construction of the Tenant's hangar.
- (3) The Landlord covenants and agrees to the construction by the Tenant of an airplane hangar on the Leased Premises being a Hangar, (the "Hangar") subject to the provisions of Schedule "B". The Tenant shall complete the construction of the Hangar at its sole cost and expense.
- (4) The Landlord covenants and agrees that the Hangar on the Leased Premises is not owned by the Landlord but is owned by the Tenant.

2. GRANT OF LEASE

- (1) The Landlord leases the Leased Premises to the Tenant:
  - (a) at the Rent set forth in Section 3;
  - (b) for the Term set forth in Section 4; and
  - (c) subject to the conditions and in accordance with the covenants, obligations and agreements herein including schedules.
- (2) The Landlord covenants that it has the right to grant the leasehold interest in the Leased Premises free from encumbrances except as disclosed on title.

3. RENT

- (1) Rent means the amounts payable by the Tenant to the Landlord pursuant to this Section and includes Additional Rent.
- (2) The Tenant covenants to pay to the Landlord, during the Term of this Lease rent as follows (the "Base Rent"): for every year of the Term, the total sum of \$705.6 per annum (based upon \$0.30 per square foot of Hangar building area) plus H.S.T., and any other applicable

Landlord's Initials \_\_\_\_\_ Tenant's Initials GL

services tax which may accrue on account of the Landlord collecting rent, payable yearly in advance. Base Rent shall commence on the first day of the Term. If the first day of the Term is not January 1<sup>st</sup> then Base Rent for the first year of the term shall be prorated until December 31 of the initial year. Base Rent shall then be due on 1<sup>st</sup> day of the year commencing on January 1<sup>st</sup>, 2022 and every 1<sup>st</sup> day of January thereafter. The Parties further agree that the Landlord may, in their sole and absolute discretion, increase the Base Rent annually in accordance with the Town of Tillsonburg Rates and Fees Bylaw, as amended. If the square footage of the Hangar on the Leased Premises expands then the Base Rent shall accordingly increase in proportion to the additional square footage.

- (3) The Tenant further covenants to pay all other sums required by this Lease to be paid by it and agrees that all amounts payable by the Tenant to the Landlord or to any other party pursuant to the provisions of this Lease shall be deemed to be additional rent ("Additional Rent") whether or not specifically designated as such in this Lease.
- (4) The Landlord and the Tenant agree that it is their mutual intention that this Lease shall be a completely carefree net lease for the Landlord and that the Landlord shall not, during the Term of this Lease, be required to make any payments in respect the Leased Premises other than charges of a kind personal to the Landlord (such as income and estate taxes and mortgage payments) and to effect the said intention of the parties the Tenant promises:
  - (a) to pay as Additional Rent: business taxes, real estate taxes and licenses if applicable;
  - (b) to pay all annual fees in accordance with the Town of Tillsonburg Rates and Fees Bylaw, as amended, as Additional Rent for such expenses incurred by the Landlord for the maintenance and servicing of the Airport; and,
  - (c) to pay the Landlord a one-time capital recovery charge, based on actuals, for the Landlord to construct the associated hangar apron, if applicable; and,
  - (d) to pay for or provide servicing and maintaining the Leased Premises and the Hangar and shall include the following:
    - (i) all utilities and services including, but not limited to, electricity, water, sewage, natural gas and propane. The Tenant acknowledges that connection fees for utilities and services are entirely at the Tenant's cost. Further, the Tenant acknowledges that nothing in this Lease, including in this article, is a warranty, covenant or representation by the Landlord to provide connections, utilities or services to the Leased Premises or that the services or utilities can be extended to the Leased Premises;
    - (ii) snow removal and landscaping on the Leased Premises including cutting the grass and weed control of the Leased Premises including the one (1) metre area around the perimeter of the Hangar;
    - (iii) all repair, service and maintenance to the Hangar including reasonable wear and tear; and,
    - (iv) to pay airport infrastructure fees in accordance with the Town of Tillsonburg Rates and Fees Bylaw, as amended.
- (5) The Tenant hereby agrees to indemnify and protect the Landlord from any liability accruing to the Landlord in respect of the expenses payable by the Tenant as provided for herein.
  - (i) The Tenant on behalf of itself/himself/herself/themselves, its/his/her/their heirs, executors, administrators and assigns, including its/his/her/their successors in title, hereby covenants and agrees to indemnify and save harmless the Landlord from all actions, cause of actions, suits, claims, demands, damages, losses, costs, charges and expenses of every nature and kind whatsoever by whomsoever make brought or prosecuted, including legal fees, which the Landlord may incur or have to pay, which may arise either directly or indirectly by reason of any activity, actions, performance, negligence or non-performance of the Tenant, its employees, servants, agents, contractors, subcontractors, architect, landscape architect, engineer, surveyor, planner, consultant, project manager or any other person the Tenant is responsible for at law during the duration of this Agreement; in executing the Works under this Agreement; by reason of installation of any Works required under this Agreement; by the failure of the Tenant to complete the installation of the Works required under this Agreement; because of or on account of the ownership, construction, use existence, or maintenance of the property described in the Agreement; by the exercise of the Tenant's powers under this Agreement; the construction, maintenance or the improper or inadequate construction, installation and/or maintenance of the Works; any act or omission of said parties while undertaking the Works; or by reason of the neglect of the Tenant or its employees, servants, agents, contractors, subcontractors or others for whom the Tenant is responsible at law.
  - (ii) Without limiting the generality of the foregoing, the Tenant agrees to indemnify and save harmless the Landlord for any issues related to the alteration of any grade or existing level construction, the maintenance or repair of any taxiway within the Airport, or by reason of the failure, neglect or omission of the Tenant

Landlord's Initials \_\_\_\_\_

Tenant's Initials GL

to do anything agreed to be done pursuant to this Agreement or by reason of any act or omission of the Tenant, including failure of the Tenant to comply with the *Construction Act*.

- (6) Additional Rent shall be payable yearly in advance on the same dates stipulated for payment of Base Rent in Section 3 (2).
- (7) All payments to be made by the Tenant pursuant to this Lease are to be in Canadian funds by bank draft, money order or cheque payable to the Landlord and shall be delivered to the Landlord at the Landlord's address for service set out in Section 17 or to such other place as the Landlord may from time to time direct in writing.
- (8) All Rent in arrears and all sums paid by the Landlord for expenses incurred which should have been paid by the Tenant shall bear interest from the date payment was due, or made, or expense incurred at a rate per annum equal to the prime commercial lending rate of the Landlord's bank plus two (2) per cent.
- (9) The Tenant acknowledges and agrees that the payments of Rent and Additional Rent provided for in this Lease shall be made without any deduction for any reason whatsoever unless expressly allowed by the terms of this Lease or agreed to by the Landlord in writing and no partial payment by the Tenant which is accepted by the Landlord shall be considered as other than a partial payment on account of Rent owing and shall not prejudice the Landlord's right to recover any Rent owing.

#### 4. TERMS AND POSSESSION

- (1) The Tenant shall have possession of the Leased Premises for a period of twenty years, ten months (the "Term"), commencing on the October 25, 2021 and ending on the 1<sup>st</sup> day of January, 2042.
- (2) The Tenant shall pay any and all connection costs for hydro, gas, water, heating, air-conditioning and for all other services and utilities as may be provided to the Leased Premises. The Tenant shall arrange with the local authority for connection of gas, electricity and water in the name of the Tenant. Nothing in this paragraph or lease is a warranty or representation by the Landlord that any utilities or services are extended to the Leased Premises or can be extended to the Leased Premises.
- (3) Subject to the Landlord's rights under this Lease, and as long as the Tenant is in good standing, the Landlord covenants that the Tenant shall have quiet enjoyment of the Leased Premises during the Term of this Lease without any interruption or disturbance from the Landlord or any other person or persons lawfully claiming through the Landlord.

#### 5. ABATEMENT OF RENT DURING CONSTRUCTION

- (1) So long as the Lease has been fully executed, the Tenant has provided the Landlord with proof of the Tenants insurance, and the Tenant has paid the first and last month's Rent to be held as a deposit, the Landlord shall provide the Tenant with possession of the Leased Premises for a period of up to six (6) months commencing on the Effective Date for the purposes of constructing the Hangar on the Leased Premises. All terms of the Lease shall be applicable from the Effective Date save and except for the payment of Rent, Base Rent and Additional Rent which shall be payable as of the first day of the month of occupancy of the Hangar or the expiry of the six (6) month construction period whichever occurs first.
- (2) In the event the Tenant has not completed construction of the Hangar within the six (6) month construction period, the Landlord, in its sole and absolute discretion, may extend the construction period upon written request of the Tenant or terminate this Lease of which then the Tenant's deposit provided in Section 5 (1) would be forfeited.

#### 6. ASSIGNMENT

- (1) The Tenant shall not assign this Lease or sublet the whole or any part of the Leased Premises unless they first obtain the consent of the Landlord in writing, which consent shall not unreasonably be withheld and provided the sub-Tenant and/or assignee signs a written acknowledgement that he/she will be bound by the terms, conditions and rules as provided for in this Lease. The Tenant hereby waives its right to the benefit of any present or future Act of the Legislature of Ontario which would permit the Tenant to assign this Lease or sublet the Leased Premises without the Landlord's consent.
- (2) The consent of the Landlord to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting.
- (3) Any consent given by the Landlord to any assignment or other disposition of the Tenant's interest in this Lease or in the Leased Premises shall not relieve the Tenant from its obligations under this lease, including the obligation to pay Rent, Base Rent and Additional Rent as provided for herein.

Landlord's Initials \_\_\_\_\_

Tenant's Initials CL

- (4) If all or more than 50% of the shares in the Tenant should be sold, assigned or transferred in any manner to a person other than the Tenant, then such transferee shall be bound by the terms and conditions of this Lease.

## 7. USE

- (1) During the Term of this Lease the Leased Premises shall not be used for any purpose other than as an aircraft hangar for the storage, repair and operation of airplanes, without the express consent of the Landlord given in writing. The Tenant shall not construct a new hangar or any other building on the Leased Premises except in accordance to the terms of this Lease.
- (2) The Tenant shall not do or permit to be done at the Leased Premises anything which may:
- (a) contravene any Airport use, standards, or tenant policy as established by the Landlord from time to time;
  - (b) cause damage to the Leased Premises;
  - (c) cause injury or annoyance to occupants of neighbouring premises;
  - (d) make void or voidable any insurance upon the Leased Premises;
  - (e) constitute a breach of any by-law, status, order or regulation of any municipal, provincial or other competent authority relating to the Tillsonburg Airport, the Leased Premises including any septic bed or other property, equipment or appurtenances; and,
  - (f) create an environmental hazard. The Tenant shall not store, allowed to be stored or do anything that creates hazardous waste or toxic material as defined by the Environmental Protection Act or any related or successor legislation. If an order is made by any level of government, including all agencies, crown corporations, municipal bodies, or a court is made as a result of the Tenant's, or its servants, directors, employees, invitees, customers or agents, actions or inaction under this Article or Article 7(2)(e) above or as a result of the septic bed system used by the Tenant then the Tenant shall satisfy the terms of such order including, but not limited to, paying all costs of the work required and shall indemnify and save the Landlord harmless from any costs, including legal costs, if the Landlord suffers any damages or pays any costs associated with such order.
- (3) The Tenant shall:
- (a) not interfere in the use of the Airport or any other use of the Property. The Tenant acknowledges that there are other uses of the Property and it shall not interfere in any other use of the Property. The Tenant further acknowledges that there are other Tenants and users of the Airport and it shall not unreasonably interfere in the use or operation of the Airport in any manner nor shall it do, or allow to be done by any of its invitees, customers, employees or agents, anything that would cause or constitute a nuisance, safety violation or hazard to any other Tenant or any user of the Airport who are acting reasonably;
  - (b) comply with all federal and provincial transportation guidelines, regulations, rules, by-laws, statutes, directives and any other such matter that governs the flight, use or operation of aircraft;
  - (c) not block or obstruct the taxiways or runway and permit the ingress and egress to adjacent hangars, aprons and parking areas;
  - (d) not conduct any major repairs to any motor vehicle of any kind other than an aircraft or any vehicle or machinery ancillary to or connected with aircraft;
  - (e) not perform aircraft repair or maintenance outside of the Leased Premises;
  - (f) not start any aircraft in the Hangar;
  - (g) not store any items on the Leased Premises, surrounding Property or in the Hangar other than aircraft and related aircraft items except as specifically permitted in this agreement;
  - (h) not store any flammable products inside the Hangar or on the Leased Premises with the exception of fuel or necessary aircraft related products;
  - (i) notify the Landlord of any public activities and/or events no less than thirty (30) days before such activity and/or event with approval by the Landlord, in its sole and absolute discretion and such approval not to be unreasonably withheld;
  - (j) comply with all rules and regulations of the Airport and ensure the compliance of all the Tenant's contractors, employees, agents, customers and invitees; and,
  - (k) provide proof of documentation showing current and proper insurance coverage of any aircraft stored inside the Hangar.
- (4) The Tenant covenants and agrees that the Landlord may require the adjustment in the Airport leases and as such may demand the Tenant move the Hangar and the location of the Leased Premises. The Landlord shall compensate the Tenant for any expenses in moving the Hangar as agreed between the Parties.
- (5) The Tenant shall be permitted to construct and maintain one (1) aircraft hangar (the "Works") on the Leased Premises as follows:
- (a) the dimensions of the Hangar shall be 42 feet by 56 feet for a total floor area of 2352 square feet;

Landlord's Initials \_\_\_\_\_

Tenant's Initials GL



- (b) the style of the Hangar shall be either a pole barn style building or a metal frame building;
  - (c) the siding, siding colour, roof colour, hanger number, and height of the building will be maintained in accordance with current Airport standards as approved by the Landlord;
  - (d) the hangar apron shall be constructed of a hard surface (i.e. asphalt or concrete) with a minimum 300mm (12") structural sub-base to the satisfaction of the Landlord;
  - (e) any construction or renovation shall comply with the construction requirements of the Landlord in its sole and absolute discretion including the construction requirements detailed in Schedule "B" to this Lease and all applicable building code standards and by-laws of the municipality in which the Leased Premises are located and any federal or provincial statutes, rules or regulations;
  - (f) prior to the commencement of construction, the Tenant shall submit, at its sole cost, a site plan and drainage/grading plan which shall include, but not limited to, the information required in this Article 7(5) of this Lease and the proposed floor elevation, which all shall be subject to the approval of the Landlord;
  - (g) the Tenant agrees to maintain the lot grading during and after construction and erection of the Hangar and shall comply with the lot grading and drainage requirements of the Landlord at the sole cost of the Tenant;
  - (h) obtain all necessary permits, as applicable, at the expense of the Tenant; and,
  - (i) the Tenant shall be responsible for and pay the cost of all repair, renovation, and maintenance and nothing in this Lease shall render the Landlord responsible for any such costs.
- (6) The Landlord acknowledges that it has granted access to the Tenant for the Tenant to maneuver its aircraft from the Hangar to the adjacent taxiway and runway of the Airport. Further, the Landlord hereby grants to the Tenant, its successors and assigns, free and uninterrupted access in, over, upon, across or through the Hangar apron area, defined as 14 feet wide and 26 feet from the front of the Hangar to the adjacent taxiway. The Landlord grants to the Tenant the right to enter upon the Hangar apron area at all times and to pass and re-pass thereon as may be required by the Tenant, and its licensees, successors, assigns, servants, agents, employees and contractors including all necessary vehicles, equipment and machinery, from time to time, for the purposes of installing, maintaining, replacing, and reconstructing a suitable surface treatment to the Hangar apron as approved by the Landlord in its sole and absolute discretion. Any cost of installing, removing, maintaining, replacing and/or reconstructing the Hangar apron shall be at the sole expense of the Tenant without contribution of the Landlord. The Tenant covenants that it shall not conduct such work to the Hangar apron without first obtaining the consent of the Landlord and such consent shall not be unreasonably withheld. The Tenant hereby releases the Landlord from any and every claim which may or might arise out of the proper exercise by the Tenant of any of the rights granted herein.

## 8. CONSTRUCTION IMPLEMENTATION SCHEDULE (Not Applicable / Existing Hangar)

- (1) The Tenant hereby undertakes to complete the work herein in accordance with the timeframes set out in the Schedule "C" (the "Construction Schedule"). The Tenant shall submit a proposed construction schedule which shall be subject to amendments and approval by the Landlord and attached hereto as Schedule "C". A variance to the timeframes will only be allowed if approved in writing by the Landlord. Failure to comply may result in the Tenant being in default of this Agreement and the Landlord may seek remedy pursuant to this Agreement.
- (2) The Landlord approved work shall be carried out by the Tenant in a proper and professional manner so as to do as little damage or disturbance as possible to the Airport lands or the Airport's infrastructure. The Tenant shall repair and make good all damage and disturbance that may be caused to the Airport lands or the Airport's infrastructure, to the satisfaction of the Landlord, acting reasonably, at the sole expense of the Tenant.
- (3) During construction, the works to be carried out by the Tenant, shall be maintained in all respects in a state of good repair by the Tenant, including keeping the site in a sound, neat, safe and clean condition to the satisfaction of the Landlord. If the site is not kept in a state of good repair, upon seven (7) business days written notice to the Tenant (or such shorter time as may be required in the case of an emergency or other urgent matters or as otherwise provided herein), the Landlord shall have the right to do any work necessary to fulfill this condition and all costs incurred by the Landlord shall be recovered from the Tenant and may be recovered as Additional Rent.

## 9. REPAIR AND MAINTENANCE

- (1) The Tenant covenants that during the term of this Lease and any renewal thereof, the Tenant shall keep the Leased Premises and Hangar in good condition including all alterations and additions made thereto, and shall, with or without notice, promptly make all needed repairs and all necessary replacements as would a prudent owner. The Tenant shall be responsible for all wear and tear to the Hangar and shall affect all repairs as necessary. Save and accept the Landlord's, or its agent's, contractor's and employee's

Landlord's Initials \_\_\_\_\_

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negligence or intentional actions, at no time is the Landlord responsible for any repairs or damage to the Hangar or the Leased Premises.

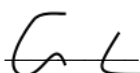
- (2) The Tenant shall permit the Landlord or a person authorized by the Landlord to enter the Leased Premises including the Hangar to examine the condition thereof and view the state of repair at reasonable times:
  - (a) and if upon such examination repairs are found to be necessary, written notice of the repairs required shall be given to the Tenant by or on behalf of the Landlord and the Tenant shall make the necessary repairs within the time specified in the notice; and,
  - (b) if the Tenant refuses or neglects to keep the Leased Premises including the Hangar in good repair the Landlord may, but shall not be obliged to, make any necessary repairs, and shall be permitted to enter the Leased Premises and Hangar, including by its servants or agents, for the purpose of effecting the repairs without being liable to the Tenant for any loss, damage or inconvenience to the Tenant in connection with the Landlord's entry and repairs. If the Landlord makes such repairs the Tenant shall pay the cost of them immediately as Additional Rent.
- (3) Subject to any renewal, upon the expiry of the Term or other determination of this Lease the Tenant agrees to surrender peaceably the Leased Premises to the Landlord in a state of good repair and subject to the conditions contained in this Article 9(3). The Tenant may remove the Hangar provided the Tenant places the Leased Premises back into a similar condition as it was in prior to the construction of the Hangar even if the construction of the Hangar predated this Lease. At any time during the Term, expiry of the Term, if an Act of Default occurs or upon termination of this Lease if the Tenant is in arrears of any rent whatsoever the Tenant agrees that the Landlord shall be permitted to register such lien on the Hangar under the *Personal Property Security Act* and possession of the Hangar will not be obtained by the Tenant until the lien is paid in full with all accrued interest and legal fees.
- (4) The Tenant shall immediately give written notice to the Landlord of any substantial damage that occurs to the Leased Premises including the Hangar from any cause.
- (5) The Tenant hereby agrees that at no time is the Landlord responsible for any damage, including damage to property or personal injury, as a result of the Tenant's use of the Leased Premises, Airport or Property and the Tenant hereby waives any cause of action in law, equity or by statute as against the Landlord for any loss. The Tenant acknowledges that it shall not institute any claim or make any demand against the Landlord, or anyone that may claim indemnity from the Landlord, for any personal injury or damage to property, including aircraft, as a result of the Tenant's use (including storage) of the Hangar, Airport or Property. The Tenant acknowledges that the use of the Airport, Hangar or Property is at its own risk.
- (6) The Tenant hereby forever releases the Landlord from any and all claims in law, equity or by statute as a result of any intentional or negligent acts of any other Tenant and/or user of the Property and/or Airport, or their agents, contractors, invitees, customers or employees that may cause death, personal injury or property loss to the Tenant or its agents, customers, employees, contractors or invitees.

## 10. ALTERATIONS AND ADDITIONS

- (1) If the Tenant, during the Term of this Lease or any renewal of the Lease, desires to make any alterations or additions to the Leased Premises, including but not limited to; erecting partitions, attaching equipment, and installing necessary furnishings or additional equipment of the Tenant's business but not including erecting a new hangar or any other accessory building, the Tenant may do so at his own expense provided that any and all alterations or additions to the Leased Premises made by the Tenant must comply with any requirement of the Landlord including Schedule "B" and all applicable building code standards and by-laws of the municipality in which the Leased Premises are located and any federal or provincial statutes, rules or regulations.
- (2) The Tenant shall pay Rent at the rate prescribed in paragraph 3 above based upon the area of the Hangar subsequent to any addition or alteration.
- (3) The Tenant shall be responsible for and pay the cost of any alterations, additions, installations or improvements that any governing authority, municipal, provincial or otherwise, may require to be made in, on or to the Leased Premises.
- (4) No sign, advertisement or notice shall be inscribed, painted or affixed by the Tenant, or any other person on the Tenant's behalf, on any part of the outside of the Hangar unless it is located along the facade of the Hangar's front and provided it complies with the Landlord's signage requirements and with all applicable laws, by-laws and regulations and is in good workmanlike manner. No other sign, advertisement or notice shall be erected unless it has been approved in every respect by the Landlord in writing.
- (5) The Tenant agrees, at its own expense and by whatever means may be necessary,

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immediately to obtain the release or discharge of any encumbrance that may be registered against the Landlord's property in connection with any additions or alterations to the Leased Premises made by the Tenant or in connection with any other activity of the Tenant.

- (6) The Tenant shall, at his own expense, if requested by the Landlord, remove any or all additions or improvements made by the Tenant to the Leased Premises during the Term and shall repair all damage caused by the installation or the removal or both.
- (7) The Tenant shall not bring onto the Leased Premises or any part of the Leased Premises any machinery, equipment or any other thing that might in the opinion of the Landlord, by reason of its hazardous nature, weight, size or use, damage the Leased Premises or the Property. If the Leased Premises or Property are damaged the Tenant shall restore the Leased Premises or Property immediately or pay to the Landlord the cost of restoring the Leased Premises or Property.

## 11. INSURANCE

- (1) The Tenant covenants to keep the Landlord indemnified and save harmless the Landlord at all times against all claims, suits, procedures, actions and demands (including but not limited to all legal costs) whatsoever and howsoever arising by any person, entity or corporation whether in respect of damage, loss or death to person or property, arising out of or occasioned by the maintenance, use or occupancy of the Leased Premises, Airport and Property or the subletting or assignment of same or any part thereof. And the Tenant further covenants to indemnify the Landlord with respect to any encumbrance on or damage to the Leased Premises occasioned by or arising from the act, default, or negligence of the Tenant, its officers, agents, servants, employees, contractors, customers, invitees or licensees. The Tenant agrees that the foregoing indemnity shall survive the termination of this Lease notwithstanding any provisions of the Lease to the contrary.
- (2) The Tenant shall carry insurance in its own name insuring against the risk of damage to the Tenant's property and the Hangar within the Leased Premises caused by fire or other perils.
- (3) The Tenant shall carry such general liability and property damage insurance including personal injury and property damage coverage with at least two million (\$2,000,000.00) dollars in limits of each occurrence with respect to the Leased Premises and Tenant's occupation of the Leased Premises. Such insurance policy shall contain no airport site exclusion.
- (4) All insurance policies in this Section 11 including this Article shall name the Landlord, where applicable, as an insured and loss payee and the policy shall include a cross-liability endorsement. All policies shall be applicable as primary insurance, taking precedence over any other insurance protection owned by the Landlord. The Tenant shall insure that each insurance policy contains a waiver of subrogation rights which the insurer may have against the Landlord and the persons for whom is legally responsible.
- (5) Upon demand of the Landlord, the Tenant shall provide a copy of any and all policies of insurance including renewals and terms of such policies to the Landlord. If any policy of insurance is canceled the Tenant shall inform the Landlord without delay of such cancellation and shall obtain a replacement policy without delay on the same terms as set out in this Section 11. Under no circumstances shall delivery of and review by the Landlord of any certificate set forth or any insurance policy or any other proof of existence of the insurance coverage release the Tenant of its obligations to take out insurance in strict compliance with the present provisions or constitute a waiver in favour of the Tenant of any of the Landlord's rights.

## 12. ACTS OF DEFAULT AND LANDLORD'S REMEDIES

- (1) An Act of Default has occurred when:
  - (a) the Tenant has failed to pay Rent for a period of 45 consecutive days from the date that payment was required to be paid to the Landlord;
  - (b) the Tenant has breached its covenants or failed to perform any of its obligations under this Lease for a period of 45 consecutive days and:
    - (i) the Landlord has given ten (10) days' notice specifying the nature of the default and the steps required to correct it; and,
    - (ii) the Tenant has failed to correct the default as required by the notice;
  - (c) the Tenant has:
    - (i) become bankrupt or insolvent or made an assignment for the benefit of creditors;
    - (ii) had its property seized or attached in satisfaction of a judgment;

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- (iii) had a receiver appointed;
  - (iv) committed any act or neglected to do anything with the result that a Construction Lien or other encumbrance is registered against the Landlord's property; or,
  - (v) taken action with a view to dissolution or liquidation;
- (d) any required insurance policy is cancelled or not renewed by reason of the use or occupation of the Leased Premises, or by reason of non-payment of premiums;
- (e) the Leased Premises:
- (i) has become vacant or remain unoccupied for a period of 180 consecutive days. For the purposes of this section the Parties agree that the terms "vacant" and "unoccupied" shall mean no use or utilization of the Hangar and/or no storage of necessary tools, implements or equipment in the Hangar; or,
  - (ii) is used by any other person or persons, or for any other purpose than as provided for in this Lease without the written consent of the Landlord;
- (f) failure to install or remedy faulty work,
- if, in the opinion of the Landlord the Tenant:
- i. is not proceeding or causing to be proceeded the works required in connection with this Agreement within thirty (30) days' of notice given; or
  - ii. is improperly performing the works; or
  - iii. has neglected or abandoned before the completion, or unreasonably delayed the same, so that conditions of this Agreement are being violated or carelessly executed or being carried out in bad faith; or
  - iv. has neglected or refused to renew or again perform such work as may be rejected by the Landlord as defective or unsuitable; or
  - v. has defaulted performance of the terms and conditions of this agreement;

then, in any such instance, the Landlord shall promptly notify the Tenant, in writing, of such default or neglect and if such notification be without effect within ten (10) business days after such notice, the Landlord shall thereupon have full authority and power to purchase materials and employ workers and machines for the proper completion of the works at the cost and expense of the Tenant. The cost of such work shall be calculated by the Landlord whose decision shall be final and be paid to the Landlord by the Tenant on demand. Should payment not be received following the issuance of an invoice from the Landlord, the Landlord shall collect same as Additional Rent in addition to any other remedy available to the Landlord.

It is further understood and agreed between the parties hereto that such entry upon the Premise shall be as an agent for the Tenant and shall not be deemed, for any purposes whatsoever, as an acceptance of the works by the Landlord.

- (2) When an Act of Default on the part of the Tenant has occurred:
- (a) the current year's Rent together with the next years' Rent shall become due and payable immediately; and,
  - (b) the Landlord shall have the right to terminate this Lease and to re-enter the Leased Premises and deal with them as it may choose.
- (3) If, because an Act of Default has occurred, the Landlord exercises its right to terminate this Lease and re-enter the Leased Premises prior to the end of the Term, the Tenant shall nevertheless be liable for payment of Rent and all other amounts payable by the Tenant in accordance with the provisions of the Lease until the Landlord has re-let the Leased Premises or otherwise dealt with the Leased Premises in such manner that the cessation of payments by the Tenant will not result in loss to the Landlord and the Tenant agrees to be liable to the Landlord, until the end of the Term of this Lease for payment of any difference between the amount of Rent hereby agreed to be paid for the Term hereby granted and the Rent any new Tenant pays to the Landlord.
- (4) If when an Act of Default has occurred, the Landlord chooses not to terminate the Lease and re-enter the Leased Premises, the Landlord shall have the right to take any and all necessary steps to rectify any or all Acts of Default of the Tenant and to charge the costs of such rectification to the Tenant and to recover the costs as Rent.
- (5) If, when an Act of Default has occurred, the Landlord chooses to waive its right to exercise the remedies available to it under this Lease or at law the waiver shall not constitute condonation of the Act of Default, nor shall the waiver be pleaded as an estoppel against the Landlord to prevent his exercising his remedies with respect to a subsequent Act of Default. No covenant, term, or condition of this Lease shall be deemed to have been waived by the Landlord unless the waiver is in writing and signed by the Landlord.

### 13. TERMINATION UPON NOTICE AND AT END OF TERM

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- (1) If the Leased Premises and/or Property are subject to an Agreement of Purchase and Sale:
- (a) The Landlord shall have the right to terminate this Lease, notwithstanding that the Term has not expired, by giving ninety (90) days' notice (the "Notice") in writing to the Tenant and, at the Tenant's option, the Landlord shall pay to the Tenant the fair market value for the Hangar or the Tenant agrees to remove the Hangar and comply with Articles 9(3) and 10(5) of this Lease. Upon expiry of the Notice the Tenant shall provide vacant possession of the Leased Premises provided the Landlord pays to the Tenant a bonus of \$500.00. For the purposes of this Article and Articles 13(3) and 13(4) fair market value shall be determined as of the date of the issuing of the Notice.
- (2) If the Tenant remains in possession of the Leased Premises after termination of this Lease as aforesaid and if the Landlord then accepts Rent for the Leased Premises from the Tenant, it is agreed that such overholding by the Tenant and acceptance of Rent by the Landlord shall create a monthly tenancy only but the tenancy shall remain subject to all the terms and conditions of this Lease except those regarding the Term. The Parties agree that if the Term is not renewed then upon expiry of the Term or if the Tenant is an overholding tenant then either Party may terminate the lease upon sixty (60) days written notice to the other party and the Tenant shall comply with Articles 9(3) and 10(5) of this Lease.
- (3) Other than a termination of this Lease in accordance with Article 13(1) of this Lease, the Landlord shall, at any time and notwithstanding that the Term has not expired, have the unqualified right to terminate this Lease upon one year's prior written notification (the "Notice") if the Leased Premises are required for any reason or purpose of the Landlord in which event the Landlord shall pay to the Tenant the fair market value for the Hangar, if erected by the Tenant, unless the Tenant agrees to remove the Hangar and comply with Articles 6(3) and 7(5) of this Lease, and the Tenant shall provide such vacant possession upon the expiry of the Notice provided the Landlord pays to the Tenant a bonus of \$500.00.
- (4) The Parties agree that it is their mutual intention that at the end of the Term of this Lease the lease shall be renewed upon such conditions and terms as agreed between the Parties. The Parties further agree that although it is their mutual intention to renew the lease nevertheless either party may decide not to renew the lease for any reason. The Parties acknowledge that upon such renewal all terms and conditions shall be negotiated between the Parties. If the Parties do not renew this Lease then the Parties agree that the Landlord shall be granted the Right of First Refusal to purchase the Hangar (the "Option"). The Tenant covenants that it will not sell the Hangar, or any part thereof, to any person, firm or corporation, without first providing the Landlord to exercise its Option as set out in the terms of this paragraph. Upon the Tenant receiving a bona fide offer in writing (the "Third Party Offer") the Tenant shall deliver to the Airport Office, 244411 Airport Road, Township of South-West Oxford, Ontario, a copy of the Third Party Offer and the Landlord shall have twenty business days (the "Notice Period") from the date of receipt of the Third Party Offer to exercise the Option to match the Third Party Offer. If the Landlord exercises its option in the Notice Period then it must inform the Tenant at the Property in writing that it will purchase the Tenant's interest in the Hangar on the same terms and conditions, or more favourable terms to the Tenant at the Landlord's discretion, as contained in the Third Party Offer (the "Landlord's Offer"). If the Landlord exercises its Option in the Notice Period then the Tenant must sell the Hangar to the Landlord upon the terms and conditions as contained in the Landlord's Offer. If the Landlord does not exercise its option in the Notice Period then the Tenant shall be at liberty to accept the Third Party Offer provided that there are no modifications to the Third Party Offer. If any modifications are made to the Third Party Offer then the Landlord shall be permitted to exercise its option pursuant to the terms of this paragraph. For the purpose of this paragraph, if the Tenant is a corporation, the word "sell", in addition to its ordinary meaning, shall be deemed to mean and include a sale or disposition of the corporate shareholding of the Tenant by the person or persons who, at the date of the commencement of the lease holds or hold a majority of the corporate shares. Subject to the conditions contained in Article 4 of this Agreement, the Parties agree that prior to the expiry of this Lease if the Tenant seeks to assign this Lease to a third party then the Landlord will agree to examine a proposal to extend the term of this Lease however nothing in this paragraph shall require the Landlord to accept any amendment of the term or new term.

**14. ACKNOWLEDGMENT BY TENANT**

- (1) The Tenant agrees that it will at any time or times during the Term, upon being given at least forty-eight (48) hours prior written notice, execute and deliver to the Landlord a statement in writing certifying:
- (a) that this Lease is unmodified and is in full force and effect (or if modified stating the modifications and confirming that the Lease is in full force and effect as modified);
- (b) the amount of Rent being paid;
- (c) the dates to which Rent has been paid;
- (d) other charges payable under this Lease which have been paid;

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- (e) particulars of any prepayment of Rent or security deposits; and,
- (f) particulars of any sub tenancies.

## 15. SUBORDINATION AND POSTPONEMENT

- (1) This Lease and all the rights of the Tenant under this Lease are subject and subordinate to any and all charges against the land, buildings or improvements of which the Leased Premises form part, whether the charge is in the nature of a mortgage, trust deed, lien or any other form of charge arising from the financing or re-financing, including extensions or renewals, of the Landlord's interest in the Property.
- (2) Upon the request of the Landlord the Tenant will execute any form required to subordinate this Lease and the Tenant's rights to any such charge, and will, if required, attorn to the holder of the charge.
- (3) No subordination by the Tenant shall have the effect of permitting the holder of any charge to disturb the occupation and possession of the Leased Premises by the Tenant as long as the Tenant performs his obligations under this Lease.

## 16. RULES AND REGULATIONS

The Tenant agrees on behalf of itself and all persons entering the Leased Premises with the Tenant's authority or permission to abide by such reasonable rules, standards and regulations of the Airport and/or Property which shall form part of this Lease and as the Landlord may make and/or amend from time to time.

## 17. NOTICE

- (1) Any notice required or permitted to be given by one party to the other pursuant to the terms of this Lease may be given

To the Landlord at:

Tillsonburg Regional Airport  
Attn: Airport Administrator  
244411 Airport Rd  
South-West Oxford, ON, N4G 4H1  
airportattendants@tillsonburg.ca

To the Tenant at the Leased Premises or at:

1467246 Ontario Inc  
244779 Milldale Rd, Otterville, Ont, N0J1R0  
Phone: 519-694-4435  
Email: [geoff@tailwindaviation.ca](mailto:geoff@tailwindaviation.ca)  
Attention: Geoff Lee

- (2) The above addresses may be changed at any time by giving ten (10) days written notice.
- (3) Any notice given by one party to the other in accordance with the provisions of this Lease shall be deemed conclusively to have been received on the date delivered if the notice is served personally or seventy-two (72) hours after mailing if the notice is mailed.

## 18. REGISTRATION

The Tenant shall not at any time register notice of or a copy of this Lease on title to the Property of which the Leased Premises form part without consent of the Landlord.

## 19. INTERPRETATION

- (1) The words importing the singular number only shall include the plural, and vice versa, and words importing the masculine, feminine or neutral gender shall include the other genders, and words importing persons shall include firms and corporations and vice versa.
- (2) Unless the context otherwise requires, the word "Landlord" and the word "Tenant" wherever used herein shall be construed to include the executors, administrators, successors and assigns of the Landlord and Tenant, respectively.
- (3) When there are two or more Tenants bound by the same covenants herein contained, their obligations shall be joint and several.

## 20. MISCELLANEOUS

- (1) Unless otherwise stipulated, parking, if applicable, in the common parking area shall be in common and unreserved.

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Tenant's Initials GL

- (2) If a dispute should arise between the Parties in the interpretation of this Agreement then both parties agree that such dispute shall be referred to binding arbitration and be bound by the result of such arbitration. The terms, form and procedure of the arbitration shall be in accordance with the *Arbitration Act* or any successor legislation. The parties further agree that the arbitrator shall be jointly chosen and the arbitrator shall have the ability to award costs of the arbitration. This clause shall not apply if the Tenant is in default under the terms of the Lease which include but are not limited to:
- (a) its obligations to pay Rent, Base Rent and/or Additional Rent;
  - (b) non-repair or maintenance of the Leased Premises;
  - (c) subleased the Leased Premises without the authorization of the Landlord, acting reasonably;
  - (d) changed its use of the Leased Premises; or,
  - (e) used the Leased Premises in any manner contrary to Article 7.
- (3) In the event that any clause herein should be unenforceable or be declared invalid for any reason whatsoever, such enforce ability or invalidity shall not affect the enforce ability or validity of the remaining portions of the covenants and such unenforceable or invalid portions shall be severable from the remainder of this Lease.
- (4) This Lease shall be construed and enforced in accordance with the laws of the Province of Ontario. Any proceeding shall be brought at the City of Woodstock in the County of Oxford, Ontario.
- (5) The Tenant hereby agrees that it has had an opportunity to review the terms of this Lease and seek independent legal advice.
- (6) Should any provision of this Lease require judicial interpretation or arbitration, it is agreed that the court or arbitrator interpreting or construing the same shall not apply a presumption that the terms thereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it be agreed that both parties have participated in the preparation hereof.
- (7) This Lease and it's schedules constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements between the Parties in connection with the subject matter hereof, except as specifically set forth herein. No supplement, modification, waiver or termination of this Lease shall be binding unless executed in writing by the Parties.
- (8) The Tenant agrees that it has not relied upon any representation, promise or warranty of the Landlord with respect to the condition of the Leased Premises, Hangar or any representation or promise of the Landlord to repair, renovate or otherwise alter the Leased Premises in any manner prior to or after commencement of the Term. The Parties agree that the Leased Premises are being offered to the Tenant in an "as is" condition. The Tenant shall not call on or demand the Landlord to perform any repairs or renovations prior to or after it obtains possession. The Tenant acknowledges that it has performed its own due diligence in establishing the state of repair of the Leased Premises including the Hangar.

In Witness of the foregoing covenants the Landlord and the Tenant have executed this Lease.

\_\_\_\_\_  
Landlord  
Stephen Molnar, Mayor  
The Corporation of the Town of Tillsonburg

\_\_\_\_\_  
Landlord  
Michelle Smibert, Clerk  
The Corporation of the Town of Tillsonburg  
We have authority to bind the Corporation.

Landlord's Initials \_\_\_\_\_

Tenant's Initials GL

R. Lee  
Witness

WFL  
Tenant  
1467246 Ontario Inc  
Per: Geoff Lee  
I have authority to bind the corporation.

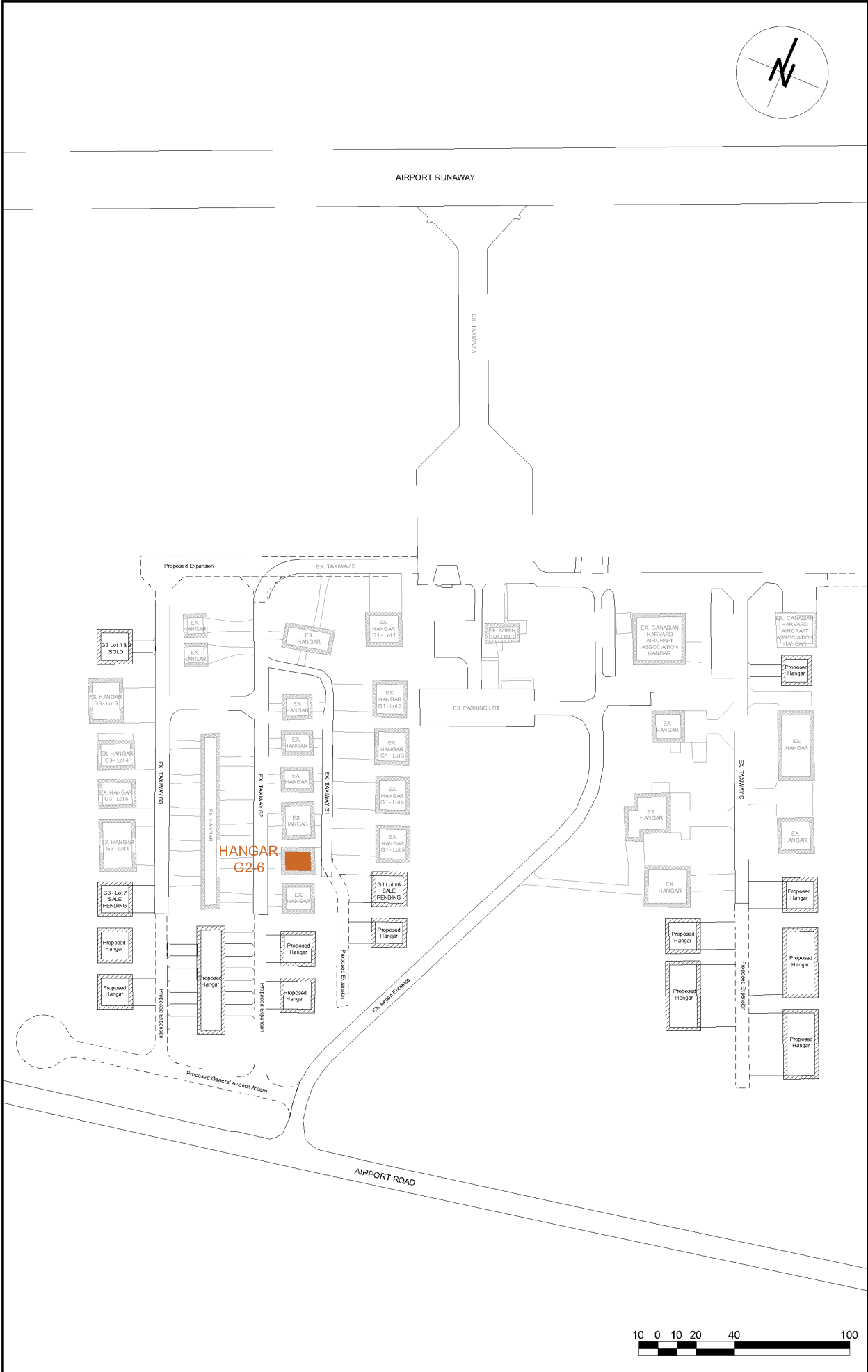
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Schedule “A”

THE “LEASED PREMISES” HANGAR G2-6



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**SCHEDULE “B” (Not Applicable / Existing Hangar)**  
**CONSTRUCTION REQUIREMENTS**

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**SCHEDULE “C” (Not Applicable / Existing Hangar)**  
**CONSTRUCTION SCHEDULE**

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Tenant’s Initials GL



**Subject:** Urban County Road Maintenance Agreement Amendment

**Report Number:** OPD 21-50

Department: Operations and Development Department

Submitted by: Carlos Reyes, Director of Operations and Development

Meeting Type: Council Meeting

Meeting Date: Monday, October 25, 2021

## **RECOMMENDATION**

THAT report OPD 21-50 Urban County Road Maintenance Agreement Amendment be received as information;

AND THAT the Chief Administrative Officer and Director of Operations and Development be authorized to execute the Urban County Road Maintenance Agreement Amendment dated October 5, 2021 to include County Road 20 (North Street) within Town limits as part of this agreement to be effective January 1, 2022.

## **BACKGROUND**

The Town of Tillsonburg (Town) and the County of Oxford (County) entered into an agreement on December 2, 2008 for the routine maintenance and winter control maintenance on the designated County roads and road rights-of-ways within the boundaries of the Town with the exception of North Street. This agreement continues in force from year to year unless cancelled as of December 31<sup>st</sup> of any given year by either the Town or the County giving written notice to the other party on or before July 31<sup>st</sup> of that year.

As part of the agreement, The County reimburses the Town for all maintenance activities completed on the designated County roads including road side mowing, brush and tree maintenance and removal, debris and litter pick up, patching, handwork, sweeping, zone painting, signs and markings, snow plowing, salting, and minor repairs such as wind or storm damage, washouts to shoulders, banks, undermining of a curb requiring a local replacement.

The level of service provided by the Town is the level of service adopted by the County as applicable to the County roads.



OPD 21-50

**DISCUSSION**

Prior to August 31, 2021, Town of Tillsonburg and County staff discussed the inclusion of County Road 20 (North Street) within town limits (3.14km - 520m west of the west limit of Quarter Town Line to 40m east of the east limit of Herford Street) to the Designated County Roads noted as part of this agreement.

The County supports this request as it aligns with the intent of the current agreement to provide maintenance of County roads within urban areas.

**CONSULTATION**

The following staff and resources have been consulted in preparing this report:

- Manager of Public Works

**FINANCIAL IMPACT/FUNDING SOURCE**

The draft 2022 County and Tillsonburg road operations and maintenance budgets will account for this change in responsibility, effective January 1, 2022.

	<b>2020 Budget</b>	<b>2021 Budget</b>	<b>2022 Budget Including North Street</b>
Annual Urban Maintenance Cost – County Contribution	\$ 93,220.15	\$ 95,084.55	\$135,196.00

**CORPORATE GOALS**

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

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

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

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

OPD 21-50

**Strategic Direction** – Explore opportunities for service efficiencies in partnership with adjacent municipalities.

**Priority Project** – Ongoing Projects – County-wide service delivery study implementation

**ATTACHMENTS:**

Appendix A – Urban County Road Maintenance Agreement Amendment



21 Reeve Street, PO Box 1614  
Woodstock, ON N4S 7Y3  
519.539.9800 | 1.800.755.0394  
[oxfordcounty.ca](http://oxfordcounty.ca)

October 5, 2021

Town of Tillsonburg  
204-200 Broadway  
Tillsonburg, Ontario  
N4G 5A7

Attn: Kyle Pratt, Chief Administrative Officer  
Carlos Reyes, Director of Operations and Development

**RE: Urban County Road Maintenance Agreement Amendment  
Oxford Road 20 (North Street)**

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The current 2008 Urban County Road Maintenance Agreement between Oxford County and the Town of Tillsonburg (attached) includes maintenance of Designated County Roads within the urban town limits.

Prior to August 31, 2021, Town of Tillsonburg staff discussed their interest with County staff to include Oxford Road 20 (North Street) within town limits (520m west of the west limit of Quarter Town Line to 40m east of the east limit of Herford Street) to the Designated County Roads noted as part of this agreement.

The County reviewed and supports this request as it aligns with the intent of the current agreement to provide maintenance of County roads within urban areas. Parts of Oxford Road 20 (North Street) remained as a rural road within the limits of Tillsonburg until recently being reconstructed to an urban road cross section to coincide with the expansion of residential development in this area. As per the current 2008 agreement, we note that the level of service provided by the Town is to be the level of service adopted by the County as applicable to County roads.

Accordingly, the respective draft 2022 County and Tillsonburg road operations and maintenance budgets have accounted for this change in responsibility, effective January 1, 2022.

Execution of this letter by both parties will serve as an amendment to the current agreement and will be effective January 1, 2022. If you are in agreement, please sign below and return two copies for execution by the County.

We trust this approach is acceptable.

Yours truly



Shawn G. Vanacker, C.Tech, CRS-S, CMM III  
Supervisor of Transportation

*Attach:* Agreement for Urban County Road Maintenance (2008)

The Urban County Road Maintenance agreement between the County of Oxford and the Town of Tillsonburg, dated December 2, 2008, is hereby amended to include Oxford Road 20 (North Street) within the current Town boundaries, and is effective January 1, 2022.

THE CORPORATION OF THE TOWN OF TILLSONBURG

\_\_\_\_\_  
Carlos Reyes, Director of Operations and Development

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kyle Pratt, Chief Administrative Officer

\_\_\_\_\_  
Date

THE COUNTY OF OXFORD

\_\_\_\_\_  
David Simpson, Director of Public Works

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael Duben, Chief Administrative Officer

\_\_\_\_\_  
Date



THIS AGREEMENT FOR URBAN COUNTY ROAD MAINTENANCE made, in duplicate, this 2nd day of December, 2008.

BETWEEN:

THE CORPORATION OF THE TOWN OF TILLSONBURG (The Town)

AND

THE COUNTY OF OXFORD (The County)

WHEREAS Section 11 and Section 52 (3) of the Municipal Act, 2001 S.O. 2001, Chapter 25 provides that the County of Oxford has jurisdiction over the highways forming part of the County highway system.

AND WHEREAS Section 23.1 of the Municipal Act, 2001 S.O. 2001, Chapter 25 provides that a municipality may delegate its powers and duties.

AND WHEREAS the parties agree that the intent of this service agreement is to provide high quality roads maintenance services in a sustainable and cost-effective manner.

AND WHEREAS the parties are desirous of entering into an agreement for the maintenance of certain sections of County roads within the boundaries of the Town.

NOW THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants contained herein, the Parties hereto covenant and agree as follows:

#### PERFORMANCE OF SERVICES

The Town agrees to perform or cause to be performed maintenance on the designated County roads and road rights-of-way within the boundaries of the Town in accordance with identified maintenance categories and procedures as detailed below, in compliance with all applicable laws and regulations using qualified staff and meeting all safety requirements, and applying modern practices, equipment and techniques in the performance of this agreement. This maintenance shall be carried out in accordance with the applicable Ontario Provincial Standard Specifications and in accordance with the Ontario Regulation 239/02 Minimum Maintenance Standards for Municipal Highways, as amended.

#### INDEMNIFICATION OF THE COUNTY

The Town shall exonerate, indemnify and hold harmless the County, its officers, employees and agents from and against any and all claims which may be suffered or incurred by, accrued against or be charged to or recoverable from the County that are caused by the Town's negligence or willful misconduct when performing the maintenance. The County shall be deemed to hold the provisions of this section for the benefit of the County's officers, employees and agents as third party beneficiaries under this Agreement.

#### TERM OF THE AGREEMENT

This agreement will continue in force from year to year commencing January 1, 2008 unless cancelled as of December 31 of any given year by either the Town, or the County giving written notice to the other party on or before July 1<sup>st</sup> of that year.

#### TERMINATION OF AGREEMENT

This agreement may be terminated by either party, having provided six (6) months written notice.

#### PAYMENT TO THE TOWN

The County shall make payments to the Town on an annual basis for maintenance. The payments shall be as set out in the annual budget as submitted annually by the Town and approved by the County in the attached format. Interim billings may be estimated during the year and sent to the County as progress payments. The final billing shall be made in January or as early as possible in the following year when the exact final amount is known. All billings will be itemized according to the accounts listed below.

Agreement – County of Oxford and  
Town of Tillsonburg

## DESIGNATED COUNTY ROADS

County Road 37 (Potters Road) from Simcoe Street to the East Town limit.

County Road 51 (John Pound Road) from Highway 3 to Oxford Street.

County Road 51 (Simcoe Street) from Vienna Road to the County Boundary.

County Road 53 (Tillson Avenue) from Oxford Street to North Street.

## MAINTENANCE CATEGORY

220.7581	Road side mowing (Mowing at parks and cemeteries is charged to a separate account)
120.7582	Brush and tree maintenance/removal
20.7571	Debris and litter pick-up
120.7551	Patching, cold/hot, handwork
20.7570	Sweeping, flushing
220.7563	Zone painting
120.7564	Signs and markings
225.7600	Snow plowing
125.7601	Sanding and Salting
260.7629	Storm sewers and Drains

**TOWN MAINTENANCE INCLUDES** all minor repairs, such as wind or storm damage, washouts to shoulders, banks, undermining of a curb requiring a local replacement. These items are to be included in the cost calculation.

**TOWN MAINTENANCE DOES NOT INCLUDE** scheduled reconstruction, or scheduled replacement work, where surfaces and facilities need to be resurfaced, or replaced as a part of a planned upgrading of infrastructure. Town maintenance does not include:

- Traffic signal maintenance
- Gravel road shoulders
- Grade gravel shoulders
- Dust layer shoulders
- Weed spraying
- Road side ditching
- Bridge maintenance
- Roadway culverts
- Entrance culverts
- Catchbasin cleaning
- Guide post and guide rails
- Resurfacing
- Cracksealing
- Curbs and Gutters
- Storm Sewers
- Tree Replacement
- Railway Maintenance

**STREET LIGHTING** type, location, installation and maintenance is the Town's responsibility.

**SIDEWALK MAINTENANCE AND CONSTRUCTION** is the Town's responsibility, with the exception of sidewalk construction included as part of County capital projects, where some negotiated cost share will apply.

**ENTRANCES, ENTRANCE CULVERTS AND CURB CUTS** are to be reviewed for compliance with the County Access By-law and the locations approved by the County. Any cost recovery from the applicant is to be done by the Town.

**VEHICLE/EQUIPMENT** charges will be the internal hourly charge out rates.

Agreement – County of Oxford and  
Town of Tillsonburg

ANNUAL URBAN MAINTENANCE COST for maintenance of the County Roads is calculated as follows: maintenance cost equals total of selected accounts multiplied by the centreline kilometre length of the designated County roads divided by the sum of the centreline kilometre length of total urban paved roads and the centreline kilometre length of the designated County roads. The result is multiplied by a factor of 1.22, to reflect the wider pavement widths and road allowances that apply to some County roads. All lengths are based on actuals from LRIS.

THE RATIO, once calculated, may be applied to each applicable account, or to the total of the applicable accounts, for calculation of the annual urban maintenance cost.

$$\text{Ratio} = \frac{\text{PavedKilometresCounty}}{(\text{PavedKilometresCity} + \text{PavedKilometresCounty})} * 1.22$$

As an example calculation, the ratio for 2008 is:

$$\text{Ratio} = \frac{7.2}{(108.8 + 7.2)} * 1.22 = 0.0757$$

This ratio will be recalculated annually for the next year using the road lengths as of July 1<sup>st</sup> of that year. The updated ratio will be distributed to the parties by letter.

ANNUAL URBAN MAINTENANCE COST = Total Accounts \* RATIO

THE RATIO is always applied to the actual costs for the current year. Railway maintenance billing will not have the ratio applied.

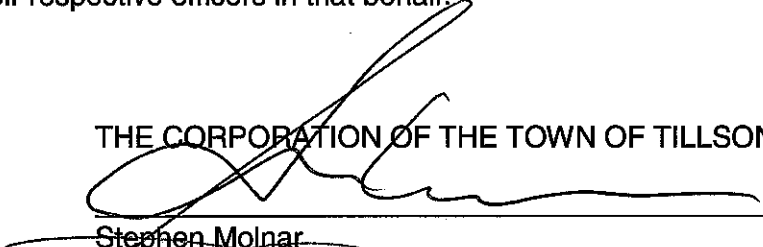
THE LEVEL OF SERVICE provided by the Town is to be the level of service adopted by the County as applicable to the County roads and in no case is it to be below that required by the applicable laws and regulations.


MINOR CHANGES to this working document which do not alter the basic intent of the agreement, for example, minor changes to work items, changes in total street lengths and other minor changes will be discussed by staff not later than the end of August 31 each year, and where mutually agreed will be implemented in the new year.

ANY PROVISION of the Agreement may be opened for discussion at the request of either party. Any unresolved issues or disputes will be presented to the Town and County Councils for resolution.

IN WITNESS WHEREOF the Corporate seals of each of the parties have been affixed hereto under the hands of their respective officers in that behalf.

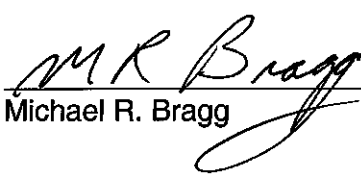
THE CORPORATION OF THE TOWN OF TILLSONBURG

  
Stephen Molnar Mayor

  
David C. Morris CAO

THE COUNTY OF OXFORD

  
Paul J. Holbrough Warden

  
Michael R. Bragg Acting CAO



**Subject:** Station Arts 2022 – 2024 Memorandum of Understanding

**Report Number:** RCP 21-26

Department: Recreation, Culture & Parks Department

Submitted by: Christopher Baird, Director of Recreation, Culture & Parks Department

Meeting Type: Council Meeting

Meeting Date: Monday, October 25, 2021

## **RECOMMENDATION**

THAT report RCP 21-26 Station Arts 2022 - 2024 Memorandum of Understanding be received as information; and

THAT Council approve the proposed Memorandum of Understanding (MOU) as outlined within this report; and

THAT an amount of \$52,000.00 be included in the 2022 Recreation, Culture & Parks Operating Budget to provide the necessary funding as outlined in the MOU; and

THAT the Mayor and Clerk be authorized to sign the Agreement on behalf of the Corporation.

## **BACKGROUND**

The purpose of this report is to present Council with the proposed Station Arts 2022 to 2024 Memorandum of Understanding (MOU), which outlines each party's roles and responsibilities for the next three-year term.

## **DISCUSSION**

Staff have had the opportunity to work with the Station Arts Board over the past few months to help in finalizing the attached draft agreement that will outline our respective roles and responsibilities. Revisions to the previous MOU are reflected in the attached draft both underlined and highlighted for Council's benefit. For comparison purposes, the 2021 amount approved by Council was \$40,800. The request for consideration in 2022 is \$52,000, which represents an approximate increase of 27%.



**CONSULTATION**

This report has been prepared in consultation with the Tillsonburg District Craft Guild (Station Arts Centre), and Recreation, Culture & Parks Department.

**FINANCIAL IMPACT/FUNDING SOURCE**

The proposed request of \$52,000.00 will be included in the draft 2022 RCP Operating Budget.

**CORPORATE GOALS**

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

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

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

**Goal** – Strive to offer all residents the amenities, services and attractions they require to enjoy balanced lifestyles.

**Strategic Direction** – Increasing opportunities to enjoy culture, events and leisure activities in Tillsonburg and to maintain programs, facilities, services and attractions to support an active, engaged senior and youth.

**Priority Project** – Short Term - Expand community partnerships in the delivery of programs that create additional community events.

**ATTACHMENT**

Appendix A – Proposed 2022-2024 Station Arts Memorandum of Understanding

## Memorandum of Understanding

BETWEEN

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

-and-

Tillsonburg District Craft Guild (operating as the Station Arts Centre)  
(Hereinafter referred to as the “TDCG”)

Dated           , 2021

**WHEREAS** the TDCG and the Town wish to enter into this Memorandum to have the TDCG perform certain services and the Town provide certain resources described herein in accordance with the terms of this Memorandum for the years 2022, 2023 & 2024.

Now therefore in consideration of the mutual covenants of the parties set forth in this Memorandum and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the TDCG and the Town agree as follows:

### 1. PURPOSE

The purpose of this Memorandum is to continue and expand a framework of cooperation between the Town and the TDCG for the provision of arts, culture and tourism information services in Tillsonburg to the benefit of both its residents and visitors.

### 2. STATEMENT OF BENEFITS

2.1. The benefits to the Town include:

- 2.1.1 The provision of Arts & Culture through classes, workshops etc. offered to the Residents of Tillsonburg.
- 2.1.2 Raising the cultural profile of the Town of Tillsonburg through art exhibitions and create a cultural destination point in and for the Town of Tillsonburg.
- 2.1.3 The provision and expansion of youth cultural immersion in the form of supervised classes, Summer Art Camps, March Break program, workshops, School pilot programs, PA Day programs.
- 2.1.4 The provision of a tourism information centre that offers a high-profile location adjacent to Broadway and within the Downtown core.

- 2.1.5 The provision of tourism information and amenities to the general public and visitors to the Town through a tourism reception person that provides information and assistance.
  - 2.1.6 The provision of a tourism coordination function to ensure effective liaison between local tourism initiatives/events and Tourism Oxford as well as other regional marketing initiatives.
  - 2.1.7 The appropriate use of an existing Town-owned heritage building;
- 2.2 The benefits to the TDCG includes:

- 2.2.1 Financial support for operational costs of providing arts & culture programming and supporting the provision of tourism information to visitors.
- 2.2.2 A facility and grounds to operate from to provide:
  - a) art & culture exhibitions;
  - b) space for retail sales of art and artisanal works;
  - c) classes and workshops to TDCG members and the public;
  - d) meeting and working space for TDCG members and activities; and
  - e) ancillary TDCG activities

### 3. RESPONSIBILITIES

#### 3.1 The Town shall:

- 3.1.1 Allow the TDGC to occupy the Station Arts Centre building throughout the term of this Memorandum for furthering arts, culture and tourism in the Town of Tillsonburg and surrounding area.
- 3.1.2 Pay to the TDCG the sum of \$52,000 in 2022. In 2023 and 2024, the annual amount will increase in accordance with the Consumer Price Index for Ontario for the previous calendar year. Payment will be made subsequent to the approval of the Town's annual operating budget.
- 3.1.3 Agree to entertain negotiations and applications from time to time for special purpose grants.
- 3.1.4 Maintain the property at 41 Bridge St. W. to Town standards for Town Responsibilities as outlined in "Schedule B" including, but not limited to:
  - a) Structural maintenance such as roof and all other exterior items;
  - b) Snow removal, including the adjacent Electronics Recycling location;
  - c) Sidewalk maintenance; and
  - d) Mechanical systems such as electrical and plumbing, and HVAC systems.

3.1.5 Maintain the Parkette surrounding the Caboose adjacent to the property at 41 Bridge Street West.

3.1.6 Appoint an ex-officio liaison between the Town and the TDGC for the duration of this Memorandum.

3.1.7 *In the spirit of cooperation, should the Town host staff-wide training, the Town will make every reasonable effort to advise TDGC in advance to determine if their staff ought to participate. Generally, in the spirit of goodwill, the Town will not charge TSC for the training opportunities beyond the specific costs of the training (if any)*

3.2 The TDCG shall:

3.2.1 Provide information and amenities to the general public and visitors during regular business hours; namely, Monday to Saturday from 9am-4pm with the exception of Statutory Holidays *and the Station Arts Centre two week shutdown over the Christmas Holidays.*

3.2.2 Provide trained staff to deliver the services noted in through a combination of full-time, part-time and volunteer staff.

3.2.3 Maintain program support for current activities the same as or similar to the list of events listed in Schedule "A".

3.2.4 Partner with local events when applicable and possible. For example, but not limited to:

- a) *Springfest;*
- b) *Turtlefest/Creative Imaginations Festival;*
- c) Oxford Cheese Month;
- d) Participation on the Cultural, Heritage & Special Awards Advisory Committee;
- e) Oxford Creative Connections;
- f) Woodstock Art Gallery (Visual Elements Juried Exhibit) and
- g) *Forgefest*

3.2.5 Maintain role as coordinator for the Electronics Recycling Program.

3.2.6 Maintain liaison role with Tourism Oxford through promoting local & cultural initiatives.



- 3.2.7 Maintain the property at 41 Bridge St. W. to Town standards for TDCG Responsibilities as outlined in “Schedule B” including, but not limited to:
- a) payment of costs for all utility services;
  - b) payment of costs for communications services including phone and internet service, etc.;
  - c) interior amenities and aesthetics including painting and wall coverings; and
  - d) perform or have performed all interior janitorial services.
- 3.2.8 Maintain the Caboose displayed at 41 Bridge Street West Parkette west of the Station to Town standards.
- 3.2.9 Maintain tenant insurance for the TDCG chattels on the premises.
- 3.2.10 Maintain a Liability Insurance policy with a minimum coverage of \$5,000,000, and provide the Town with an annual Certificate of Insurance naming the Corporation of the Town of Tillsonburg as an additional insured.
- 3.2.11 Participate in appropriate planning and fundraising for long-term capital projects in liaison with the Town.
- 3.2.12 Provide quarterly updates to the Town with respect to the number of participants in the activities of the TDCG and submit an audited financial statement to the Town on an annual basis.

#### **4. PROGRAM EXPANSION**

- 4.1 To facilitate the provision of cultural and tourism service for the Town, programming must be kept current. As such, the TDCG shall assist with new events and expand current events, and initiatives as proposed and approved by the TDCG board and Community Partners.
- 4.2 The TDCG will liaise with Tourism Oxford and other tourism and community groups to develop new initiatives and approaches, i.e. Cooperative marketing opportunities.
- 4.3. The TDCG will work with the Town and other agencies to build tourism, cultural awareness and opportunities, and where applicable, partner with other groups in Tillsonburg and area

#### **5. AMENDMENT**

- 5.1 Notwithstanding this Memorandum, should any of the above responsibilities cause undue financial distress to the responsible organization, the Town and the TDCG shall each have the right to initiate a renegotiation and/or an amendment to this Memorandum.
- 5.2 Any non-financial amendments within the scope of this Memorandum shall be made by the issuance of a written modification, signed and dated by the Town and the TDCG, prior to any changes being performed and by mutual consent of both parties. Returned email confirmation by the signing parties is also an acceptable form of amendments should the matter be time sensitive in nature.

#### **6. PARTICIPATION IN SIMILAR ACTIVITIES**

- 6.1 This Memorandum in no way restricts the Town from participating in similar activities with other public or private agencies, organizations and individuals.

#### **7. EFFECTIVE DATE**

- 7.1 This Memorandum is effective upon signature of the parties and will remain in effect until December 31, 2024, unless terminated as provided for under the subsequent section.
- 7.2 For the period of time during the change in the term of Council and the renewal or replacement of this Memorandum by the subsequent Council, the terms of the Memorandum will be considered to be in effect, excepting Section 3.1.2

## **8. TERMINATION**

- 8.1 This Service Agreement may be terminated by either party at any time with sixty (60) days notice, delivered in writing as provided below:

## **9. NOTICES**

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

If to the Town of Tillsonburg:

The Corporation of the Town of Tillsonburg  
200 Broadway, 2nd Floor  
Tillsonburg, ON N4G 5A7  
t) 519-688-3009 ext. 3224  
f) 519-842-9431  
Attn: Clerk

If to the TDCG

Tillsonburg District Craft Guild  
41 Bridge St. W.  
Tillsonburg ON N4G 5P2  
t) 519-842-6151  
Attn: President

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

The Corporation of the Town of Tillsonburg

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

Name: Stephen Molnar

Title: Mayor of Tillsonburg

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

Name: Michelle Smibert

Title: Director of Corporate Services/Clerk

Date: \_\_\_\_\_

We have authority to bind the Corporation.

Tillsonburg District Craft Guild

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

Name: Gale Connor

Title: President of the Board of Directors

Date: \_\_\_\_\_

I have authority to bind the TDCG



*“Schedule A”*

The Tillsonburg District Craft Guild are instrumental in providing programming & administrative support in the following activities:

- Kids Camp/PA Day activities
- Farmers Market (May to November)
- Oxford Studio Tour
- Doors Open Oxford
- Beyond the Garden Gate Tour
- Turtlefest/Creative Imaginations
- Canada Day Pancake Breakfast
- Summer Camps
- Week of Remembrance
- Christmas Tour of Homes
- Help Portrait
- Holiday Arts Market

**Schedule 'B'****Assignment of Responsibilities with respect to: Buildings, Maintenance, Repairs, Contracts**

<b>Town Representatives</b>	<b>Station Representatives</b>
<b>Town Responsibilities</b>	<b>Station Responsibilities</b>
<ol style="list-style-type: none"> <li>1. Bricks and Mortar-Structural-exterior-roof, foundation, courtyard</li> <li>2. Snow Removal</li> <li>3. Lawn maintenance</li> <li>4. Sidewalk maintenance</li> <li>5. Utility repair and replacement-HVAC, electrical, plumbing</li> <li>6. Any audits for security, utilities, structure</li> <li>7. Present upgrades/repairs/alterations to Town Council for consideration.</li> <li>8. Liaison with the Station for Station Board meetings and presentations to Town.</li> <li>9. Pre-existing contracts for service &amp; repair contractors by the Station will be honoured by the Town so long as they have WSIB and insurance (i. e. D&amp;B ClimateCare, ADT)</li> <li>10. Agents of the Town (Owner) are emergency contacts after Guild contacts.</li> <li>11. Manager of Parks &amp; Facilities and Facilities Supervisor have security access to the Red Station and ADT panel</li> <li>12. Manager of Parks &amp; Facilities will have key to main door should Red Station entry fail</li> </ol>	<ol style="list-style-type: none"> <li>1. Interior aesthetics</li> <li>2. Painting interior</li> <li>3. Utility Costs</li> <li>4. Monitor security and smoke alarm system</li> <li>5. Janitorial requirements</li> <li>6. Contact Manager of Parks &amp; Facilities in emergencies with structure, HVAC, electrical, plumbing</li> <li>7. Notify Town Liaison with any upgrades/repairs/alterations that should be considered for Town Budget deliberations for the next year. This is done annually in the fall for Council and confirmed if allowed by March of the following year.</li> <li>8. Notify Town Liaison of any grant applications for aesthetics that may address structure, HVAC, electrical, plumbing for approval and letter of support for application, along with 3 quotes for the project.</li> <li>9. Any variations/overages may be considered by the Town and calculated as a variance and part of the operating budget of the Town for this facility. Under \$5000 may be addressed at the discretion of the Manager of Parks &amp; Facilities as operational repairs.</li> <li>10. Amounts over \$5000 must go to Town Council for consideration as capital expense.</li> </ol>
<b>Process to Commence Work</b>	<b>Process to Commence Work</b>
<ol style="list-style-type: none"> <li>1. Assess request from Station</li> <li>2. Emergency-confirm repairs to be done and any preexisting contractors to carry out work</li> </ol>	<p>Call in customer service general line 519-688-3009 or call/email Manager/Supervisor directly at contact information below: i.e. requests for work <u>Email and Call</u> if urgent</p>

<ol style="list-style-type: none"> <li>3. Inform Station when work is to commence and the contractor being used</li> <li>4. General request-may use preexisting contractors but still requires quotes</li> </ol>	
Town Contacts by priority	Contacts by priority
<ol style="list-style-type: none"> <li>1. <b>Manager of Parks &amp; Facilities</b> Dave Drobitch <a href="mailto:ddrobitch@tillsonburg.ca">ddrobitch@tillsonburg.ca</a> 519-688-3009 x4271, 519-808-7727©</li> <li>2. <b>Facilities Supervisor</b> Karen Patenaude - <a href="mailto:kpatenaude@tillsonburg.ca">kpatenaude@tillsonburg.ca</a>, 519-688-3009 x2248, 519-403-6881 (c)</li> </ol>	<ol style="list-style-type: none"> <li>1. <b>Office Administrator</b> Autumn Simeays <a href="mailto:asimeays@stationarts.ca">asimeays@stationarts.ca</a> 519-842-6151</li> <li>2. <b>Program/Community Coordinator</b> Tabitha Verbuyst <a href="mailto:tverbuyst@stationarts.ca">tverbuyst@stationarts.ca</a> 519-842-6151</li> </ol>



**Subject:** Award of Community Centre Concession Lease 2021-2024

**Report Number:** RCP 21-27

Department: Recreation, Culture & Parks Department

Submitted by: Christopher Baird, Director of Recreation, Culture & Parks Department

Meeting Type: Council Meeting

Meeting Date: Monday, October 25, 2021

## **RECOMMENDATION**

THAT report RCP 21-27 Award of Community Centre Concession Lease 2021-2024, be received as information; and

THAT Council approve the proposal as submitted by Beres Butchery & Catering Inc. for the term of November 1, 2021 through April 30, 2024, at an annualized rate of \$4,500 plus applicable taxes; and

THAT the Mayor and Clerk be authorized to sign the new Lease Agreement on behalf of the Corporation.

## **BACKGROUND**

The purpose of this report is to present Council with the results of the recent Request for Proposals (RFP) for a Qualified Concession Operator at the Tillsonburg Community Centre for the period between November 1, 2021 and April 30, 2024.

## **DISCUSSION**

Council may recall that an RFP was recently awarded in 2020 to Dobro Jesti Inc. (Caledonia). Staff received written confirmation that, for a number of reasons related to the COVID pandemic and the subsequent intermittent and seasonal closure of the Community Centre, that they were no longer in business. As it is imperative that the Town provide concession food services to the users and patrons of the Community Centre, a new RFP was promptly prepared and issued as per the Council approved policy.

Only one (1) RFP bid was submitted within the stated deadline. Staff have reviewed and evaluated the proposal and are recommending that the three (3) year lease be awarded to Beres Butchery & Catering. Their annualized lease rate is \$4,500 per annum with a contract start of November 1, 2021 to April 30, 2024. The Bidder is a locally known business with the proven capabilities to successfully deliver the expected service.



RCP 21-27

**CONSULTATION**

This report has been prepared in consultation with the Recreation, Culture & Parks Department.

**FINANCIAL IMPACT/FUNDING SOURCE**

The annualized lease revenue of \$4,500 will be included in the 2022 through 2024 operating budgets. This annual revenue should be contributed and earmarked within the RCP reserve for commercial grade kitchen equipment replacement when the need arises to replace the concession equipment owned by the Town.

**CORPORATE GOALS**

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

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

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

**Goal** – Strive to offer all residents the amenities, services and attractions they require to enjoy balanced lifestyles.

**Strategic Direction** – Expand community partnerships in the delivery of programs and amenities.

**Priority Project** – N/A.

**ATTACHMENT**

None.



The Corporation of the Town of Tillsonburg

Boundary Adjustment Advisory Committee

September 21, 2021

7:30 a.m.

Electronic Meeting

## MINUTES

**Present:** Mayor Stephen Molnar, Councillor Chris Parker, Deputy Mayor Beres, Jesse Goosens, Samantha Hamilton and Andrew Burns.

**Absent with Regrets:** Cedric Tomico.

**Also Present:**

Kyle Pratt, CAO

Cephas Panchow, Development Commissioner

Ann wright, Acting Executive Assistant/ Records & Legislative Coordinator

### 1. Call to Order

The meeting was called to order at 7:32 a.m.

### 2. Adoption of Agenda

Resolution #1

Moved by: Councillor Parker

Seconded by: Andrew Burns

THAT the Agenda as prepared for the Boundary Adjustment Committee meeting of September 21, 2021, be adopted.

**Carried**

### 3. Minutes of the Previous Meeting

Resolution #2

Moved by: Andrew Burns

Seconded by: Councillor Parker

THAT the Minutes as prepared for the Boundary Adjustment Advisory Committee meeting on July 23, 2021, be adopted.

**Carried**

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

There were no disclosures of pecuniary interest declared.

#### **5. Presentations**

#### **6. General Business and Reports**

##### **6.1. Town of Tillsonburg Maps**

Maps provided for information.

- Aerial map
- Subdivision Control Map
- Future Residential Development (vacant)

##### **6.2. Training for Boundary Adjustment Process**

There was a general discussion regarding the process for Boundary Adjustment. Mayor Molnar provided an overview of his knowledge of the process.

The Committee discussed the possibility of inviting someone from Ingersoll, SWOX and/ or Woodstock to come speak about their experience in the process.

Staff noted that the Ministry of Municipal Affairs and Housing will be asked to come present once the committee has a better understanding on the process.

Development Commissioner to investigate and bring information back to the Committee on the process before the Ministry presents.

#### **7. Round Table**

Discussion regarding changing the date due to a possible conflict with the BIA meetings.

It was asked that staff reply to the letter from E&E McLaughlin RE: Norfolk Mall that was on the previous agenda.

It was requested that the next agenda include an item to challenge each member to share their outlook regarding where the boundary should be in 40 years and why, and what should the focus be: Industry, Commercial, or Residential.

#### **8. Next Meeting**

October 19, 2021 at 7:30 a.m.

**9. Adjournment**

Resolution #3

Moved by: Jesse Goosens

Seconded by: Councillor Chris Parker

THAT the September 21, 2021 Boundary Adjustment Advisory Committee meeting  
be adjourned at 8:13 a.m.

**Carried**





The Corporation of the Town of Tillsonburg

Tillsonburg 150 Ad Hoc Committee

October 5, 2021

5:00 p.m.

Electronic Meeting

## MINUTES

### **Present:**

Christine Wade – Chair, Collette Takacs, Rosemary Dean, Joan Weston, Deputy Mayor  
Dave Beres

### **Absent with Regrets:**

Aleksandra Webber, Bill Geekie

### **Also Present:**

Ann Wright, Acting Executive Assistant / Records & Legislative Coordinator  
Patty Phelps, Culture and Heritage Manager/Curator

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

The meeting was called to order at 5:02 p.m.

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

#### Resolution #1

Moved by: Deputy Mayor Dave Beres

Seconded by: Joan Weston

THAT the Agenda as prepared for the Tillsonburg 150 Ad-Hoc Committee meeting  
of October 5, 2021, be adopted.

Carried

### **3. Minutes of the Previous Meeting**

#### Resolution #2

Moved by: Collette Takacs  
 Seconded by: Rosemary Dean

THAT the minutes of the Tillsonburg 150 Ad Hoc Committee meeting of September 21, 2021, be adopted.

Carried

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

None disclosed

#### **5. General Business and Reports**

##### **5.1. Tillsonburg 150 Event**

There was general discussion regarding when the Tillsonburg 150 Event should occur and the Committee decided that it would be beneficial if the Tillsonburg 150 celebrations could coincide with the Canada Day Celebrations.

##### Resolution #3

Moved by: Joan Weston

Second by: Rosemary Dean

THAT the Tillsonburg 150 events be held during the dates of July 1<sup>st</sup> to July 3<sup>rd</sup> 2022 weekend as recommended by the Tillsonburg 150 Advisory Committee.

Carried

The Committee reviewed and discussed each item the list provided to them from the Cultural, Heritage and Special Awards Committee as followed:

- Historical Walks
- Ghost Walks
- Parade
- Fly-over - Canadian Harvards or the snow birds
- Community Anniversary Cake and Ice Cream
- Talent Show / Lip Sync Contest
- Beer Tent
- Victorian high tea at the Museum
- Oatmeal cookie recipe contest
- Baseball game between police and fire, popular in 1872
- Tug of War contest popular in 1972
- Costume contest
- Citizen of the year
- Event with local authors

Additional ideas were also discussed.

**Additional Ideas:**

- Kids area, face paint, colouring
- Collaborating with Canada day celebrations
- Stompin' Tom Connors Band – security
- Drone Light show instead of Fireworks

Deputy Mayor Dave Beres left the meeting at 5:55pm

- Creation of time capsule that will get buried
- Something to sell with Tillsonburg 150 commemorative ex. box of oatmeal or bowls
- Bake sale all with oatmeal products
- Publication for the last 50 years
- Town crier

**6. Next Meeting**

October 19, 2021 at 5:00 p.m.

**7. Adjournment**

Resolution #4

Moved by: Joan Weston

Seconded by: Collette Takacs

THAT the October 5, 2021 Tillsonburg 150 Ad-Hoc Committee meeting be adjourned at 6:12 p.m.

Carried



The Corporation of the Town of Tillsonburg

Tillsonburg 150 Ad Hoc Committee

October 19, 2021

5:00 p.m.

Electronic Meeting

## MINUTES

### **Present:**

Joan Weston - Vice Chair, Collette Takacs, Rosemary Dean, Deputy Mayor Dave Beres, Courtney Booth

### **Absent with Regrets:**

Christine Wade – Chair, Aleksandra Webber, Bill Geekie

### **Also Present:**

Ann Wright, Records & Legislative Coordinator  
Patty Phelps, Culture and Heritage Manager/Curator

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

The meeting was called to order at 5:02 p.m. by Joan Weston

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

#### Resolution #1

Moved by: Collette Takacs

Seconded by: Rosemary Dean

THAT the Agenda as prepared for the Tillsonburg 150 Ad-Hoc Committee meeting of October 19, 2021, be adopted.

Carried

### **3. Minutes of the Previous Meeting**

#### Resolution #2

Moved by: Collette Takacs

Seconded by: Deputy Mayor Dave Beres,

THAT the minutes of the Tillsonburg 150 Ad Hoc Committee meeting of October 5, 2021, be adopted.

Carried

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

None disclosed

#### **5. General Business and Reports**

##### **5.1. Tillsonburg 150 Event**

Courtney Booth joined the meeting at 5:23 p.m.

The Committee discussed how many days would be appropriate given the budget and time to organize the event and decided that the Tillsonburg 150 events would be held on July 1, 2022 in conjunction with the Canada Day celebrations.

The Committee then narrowed down the events list and assigned tasks to certain members to research and bring back findings to the next meeting.

Possible agenda for the day:

8-11 am

Pancake Breakfast at Station Arts Centre – with opening ceremonies, MP, MPP and Mayor to say a few words and have Town Crier present.

12 – 1pm

Flag breaking at the Legion with a fly over from 4 Harvards

1-2pm

Parade

12-3pm

Museum Fun Fair with Baseball game or Tug O' War fire and police services (popular events in 1872) at Memorial Park

- Both Canada Day and Tillsonburg 150 family friendly events like face painting, games etc.

3- Dusk?

Memorial Park BBQ – Hot Dogs, Chips, H2O or Pop & Cake

- With band (Whiskey Jack) and/or Talent show

Dusk

Fireworks



Other possible events to incorporate:

- Historical Walks (Pioneers)
- Ghost Walks (Pioneers)
- Oatmeal cookie recipe contest – maybe added later depending on COVID
- Time capsule
- Something to sell with Tillsonburg 150 commemorative

Deputy Mayor Dave Beres would like this committee to relaunch the Tillsonburg Flag and make flags available to people to purchase for maybe \$25 – Dave will look into this further and report back to the Committee.

It was also noted that at the next meeting the Committee should assign members to reach out to other service groups, churches and organizations to see if anyone else is planning anything for the Tillsonburg 150.

## **5.2. Tillsonburg 150 Committee Task Log**

To be included on agendas going forward as standing item

## **6. Next Meeting**

November 2, 2021 at 5:00 p.m.

## **7. Adjournment**

### Resolution #3

Moved by: Deputy Mayor Dave Beres,

Seconded by: Rosemary Dean

THAT the October 19, 2021 Tillsonburg 150 Ad-Hoc Committee meeting be adjourned at 5:59 p.m.

Carried



The Corporation of the Town of Tillsonburg

Town Hall Steering Committee Meeting

October 8, 2021

10:00 a.m.

Electronic Meeting

## MINUTES

**Present:** Councillor Luciani, Mayor Molnar, John Veldman (Left 10:10 a.m.), Andrew Gilvesy, Jesse Goossens and Councillor Esseltine.

**Absent with Regrets:** Rick Strouth.

**Also Present:**

Kyle Pratt, CAO

Cephas Panschow, Development Commissioner

Sheena Pawliwec, Director of Finance/Treasurer

Renato Pullia, Interim Director of Finance/Treasurer

Carlos Reyes, Director of Operations and Development

Haley Gamble, Fabrik Architects

### 1. Call to Order

The meeting was called to order at 10:05 a.m.

### 2. Adoption of Agenda

#### Resolution #1

Moved by: Councillor Luciani

Seconded by: Councillor Esseltine

THAT the Agenda as prepared for the Town Hall Steering Committee meeting of October 8, 2021, be adopted.

**Carried**

### 3. Minutes of the Previous Meeting

#### Resolution #2

Moved by: John Veldman

Seconded by: Councillor Luciani

THAT the Minutes as prepared for the Town Hall Steering Committee meeting of August 24, 2021, be adopted.

**Carried**

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

No disclosures of pecuniary interest declared.

#### **5. General Business and Reports**

##### **5.1. Space Needs Study – Final Draft (Presented by H. Gamble, Fabrik Architects)**

Haley Gamble of Fabrik Architects was present to provide an overview of the updated space needs study. Fabrick Architects re-evaluated the original 2016 study by KNY Architects which included a review of Administrative and Operational floorplans. Fabrik has since completed a Public Works space review.

One of the driving factors was the potential impact of the pandemic Work-from-home models on a new Town Hall and future space needs.

Provided two scenarios in updated space needs study with one being Maximum Flexibility (and larger floor area with less Work-from-home) and the second being an Optimized Floorplan (increased Work-from-home).

Original space needs accounted for 45 staff in the new Town Hall whereas the current study includes 63 staff.

Despite this increase in projected occupant load Fabrik was able to find a space needs reduction between 1,028 square feet (4%) and 8,413 square feet (35%) through the incorporation of work space sharing and a hybrid work from home model.

Considered three locations: 200 Broadway (Renovation & Expansion), 10 Lisgar (Renovation and re-purposing), and Municipal Parking Lot (new development).

There was discussion regarding the potential redevelopment of the Public Works space (20 Spruce Street) and how that would impact space needs. Fabrik is willing to elaborate more on the connection to the Public Works Space Needs study.

Staff will be reviewing the potential overlap.

Staff to circulate report on Public Works Space Needs.

It was suggested that this committee do a tour of the various space locations.

There was discussion about pandemic considerations in design.

## **6. Closed Session**

### Resolution #3

Moved By: Jesse Goossens

Seconded By: Mayor Molnar

THAT the Town Hall Steering Committee go into Closed Session to consider a matter in accordance with the Municipal Act section 239: (b) personal matters about an identifiable individual, including municipal or local board employees.

**Carried**

## **7. Resolutions resulting from Closed Session**

### Resolution #4

Moved by: P. Luciani

Seconded by: P. Esseltine

RESOLVED THAT the Town Hall Steering Committee endorse the staff recommendation regarding RFP 2021-008 (Town Hall Space Need Design and Information Technology Strategy)

**Carried**

## **8. Round Table**

Design and IT Modernization Strategy to be completed by December 31 and report to Province by January 2022.

It was discussed that the timing of the site feasibility study would be a good time to conduct space tours.

## **9. Next Meeting**

To be determined in conjunction with input from selected consultant.

Tour to be scheduled outside of meeting.

## **10. Adjournment**

### Resolution #5

Moved by: Councillor Luciani

Seconded by: Councillor Esseltine

THAT the October 8, 2021 Town Hall Steering Committee meeting be adjourned at 11:42 p.m.

**Carried**





The Corporation of the Town of Tillsonburg  
Economic Development Advisory Committee

October 12, 2021

7:30 a.m.

Electronic

## MINUTES

**Present:** Andrew Burns, Councillor Deb Gilvesy, Lisa Gilvesy, Jesse Goossens, Kirby Heckford, Mayor Stephen Molnar, Suzanne Renken, Randy Thornton, and Cedric Tomico.

**Absent with Regrets:** Jeff Van Rybroeck, Steve Spanjers, Collette Takacs and Dane Wilson.

**Also Present:**

Kyle Pratt, CAO  
Cephas Panschow, Development Commissioner  
Amelia Jaggard, Deputy Clerk  
Kennedy Atkinson, Acting Executive Assistant

### 1. Call to Order

The meeting was called to order at 7:34 a.m.

### 2. Adoption of Agenda

Resolution #1

Moved by: Andrew Burns

Seconded by: Kirby Heckford

THAT the Agenda as prepared for the Economic Development Committee meeting of October 12, 2021, be adopted.

**Carried**

### 3. Minutes of the Previous Meeting

Resolution #2

Moved by: Kirby Heckford

Seconded by: Suzanne Renken

THAT the minutes of the Economic Development Committee meeting of September 14, 2021, be approved.

**Carried**

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

There were no disclosures of pecuniary interest declared.

**5. General Business and Reports**

**5.1. Monthly Projects Update**

Development Commissioner provided a monthly projects update.

**5.2. Circulation of Planning items**

**5.3. Ministry letter RE: Site Plan Control Guide**

Staff noted that the Town is applying for modernization funding to review planning services at the County level.

**5.4. Economic Development Committee Terms of Reference**

Members are encouraged to review the Terms of Reference.

**5.5. Committee Attendance**

There was discussion regarding attendance requirements.

**5.6. Economic Development Strategy Update – Comparison to Community Strategic Plan**

An implementation strategy will be brought forward when the annual business plan is brought forward for review.

**5.7. Tillsonburg Hydro Inc. Update**

There was discussion regarding the purpose of this agenda item.

Staff to invite the new General Manager of Hydro Operations to the January meeting for introductions and to request an update on hydro operations.

Agenda item to be removed. Staff to share hydro operational updates as appropriate.

**5.8. Town Hall Steering Committee Update**

Staff provided an update. A new space needs study is to be completed and presented at an upcoming Council meeting.

**5.9. Affordable & Attainable Housing Committee Update**

Staff to share updates from this committee when appropriate.

**5.10. Boundary Adjustment Committee Update**

Staff to share updates from this committee when appropriate.

**5.11. Physician Recruitment & Retention Committee Update**

**6. Community Organization Updates**

**6.1. Downtown Business Improvement Association**

Member Tomico provided an update.

There was discussion regarding homelessness. Staff to circulate staff report CLK 20-11 Emergency Shelter in Tillsonburg.

**6.2. Tillsonburg District Chamber of Commerce**

There was additional discussion regarding agenda item 5.1. Monthly Projects specifically the clock tower project and how a downtown master plan could help identify priorities. Town of Tillsonburg Central Area Design Study to be shared.

Member Renken provided an update. The Tillsonburg District Chamber of Commerce Awards of Excellence will be taking place on Thursday, November 18, 2021.

**6.3. Tillsonburg District Real Estate Board**

Staff to circulate Building Department third quarter results report when available.

Staff to request rental stats from Canadian mortgage and housing corporation.

**7. Roundtable**

Randy Thorton left at 9:10 a.m.

**8. Next Meeting**

Tuesday November 9, 2021 at 7:30 a.m.

**9. Adjournment**

Resolution #3

Moved by: Suzanne Renken

Seconded by: Kirby Heckford

THAT the October 12, 2021 Economic Development Committee meeting be  
adjourned at 9:14 a.m.

**Carried**



The Corporation of the Town of Tillsonburg

Tillsonburg Dog Park Committee

October 12, 2021

7:30p.m.

Dog Park

## MINUTES

### **Present:**

Wayne Beard, Kelly Luciani, Karen Clipson, Katie Benko, Roseanne Fillion, Steve Cluett

### **Absent with Regrets:**

Connie Porter, Marcie Walters-Turcotte, Pete Luciani

### **Also Present:**

Dave Drobitch, Margaret Puhr

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

The meeting was called to order at 7:30 p.m.

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

#### Resolution #1

Moved by: Wayne Beard

Seconded by: Kelly Luciani

THAT the Agenda as prepared for the Tillsonburg Dog Park Advisory Committee meeting of October 12, 2021, be adopted.

**Carried**

### **3. Minutes of the Previous Meeting**

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

There were no disclosures of pecuniary interest declared.



## **5. General Business and Reports**

**5.1.** Concrete installation update – still awaiting quotes.

**5.2.** Shelter – purchase and installation –Pete has more information to be shared at next meeting. This item needs to be a resolution and presented to Council.

**5.3.** Memorial tree update – there is no update at this time.

**5.4.** Directional signage update – this project has no update, still in the hands of Economic Development design team.

**5.5.** Meeting schedule update – the committee will return to regular meetings in February 2022.

## **6. Next Meeting**

February 8, 2022 at 7:30 p.m., location TBD

## **7. Adjournment**

### Resolution #2

Moved by: Wayne Beard

Seconded by: Karen Clipson

THAT the October 12, 2021 Tillsonburg Dog Park Committee meeting be adjourned at 7:50 p.m.

**Carried**



The Corporation of the Town of Tillsonburg  
Culture, Heritage and Special Awards Committee Meeting  
October 13, 2021  
4:30 p.m.  
Electronic

## MINUTES

### **Present:**

Courtney Booth, Rosemary Dean, Nisha Khan-Dunn, Carrie Lewis, Jason Pankratz,  
Collette Takacs, Tabitha Verbuyst, Councillor Penny Esseltine

### **Absent with Regrets:**

### **Staff:**

Ann Wright - Records & Legislative Coordinator  
Patricia Phelps - Curator/Manager of Culture & Heritage

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

The Meeting was called to order at 4:34 p.m.

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

#### Resolution #1

Moved by: Courtney Booth

Seconded by: Jason Pankratz

THAT the Agenda as prepared for the Culture, Heritage and Special Awards Advisory  
Committee meeting of October 13, 2021, be adopted.

Carried

A round table introduction took place as there are new members present.

### **3. Adoption of Previous Minutes**

#### Resolution #2

Moved by: Courtney Booth

Seconded by: Councillor Penny Esseltine

THAT the Minutes as prepared for the Culture, Heritage and Special Awards Advisory Committee meeting of September 8, 2021, be adopted.

Carried

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

None disclosed

### **5. Presentations**

None

### **6. General Business & Reports**

#### 6.1. 2021 Citizen of the Year – Update

Ann Wright provided an update to the Committee. A news release and more details to follow once the date and location have been confirmed.

#### 6.2. Appointment to the Tillsonburg 150 Committee

An appointment from the Cultural, Heritage & Special Awards Committee to the Tillsonburg 150 Committee was necessary as a member that was previously appointed, Carrie Lewis, had to resign due to other commitments.

#### Resolution #3

Moved by: Councillor Penny Esseltine

Seconded by: Jason Pankratz

THAT Courtney Booth be appointed to the Tillsonburg 150 Committee as per the Terms of Reference for the Committee.

Carried

#### 6.3. Listing in Municipal Heritage Register – Heritage Conservation District

Rosemary Dean joined the meeting at 5:05 p.m.

Councillor Penny Esseltine spoke to this item and suggested that a specific area of Broadway Street be listed as a Heritage District on the Municipal Heritage Registry to preserve the Town's heritage and culture. The Committee discussed options and possibilities of listing this and other possible districts.

Resolution #4

Moved by: Councillor Penny Esseltine

Seconded by: Jason Pankratz

THAT the Culture, Heritage and Special Awards Committee recommends to Council:

THAT the tree-lined Broadway street entrance to downtown Tillsonburg from Concession Street in the north to Venison Street in the south, bordered by stately, heritage homes and age-old trees, be listed as a Heritage Conservation District in the town's Municipal Register of Heritage Properties. The Mid Broadway stretch of unique century homes and surrounding trees continues to welcome residents and visitors to both our town and our downtown in a grand and resplendent way.

Carried

6.4. Tillsonburg 150 Committee Update

Ann Wright provided a brief update on behalf of the Tillsonburg 150 Committee.

**7. Round Table**

Nothing further to discuss.

**8. Next Meeting**

Wednesday, November 3, 2021 at 4:30 p.m.

**9. Adjournment**

Resolution #5

Moved by: Nisha Khan-Dunn

Seconded by: Rosemary Dean

THAT the October 13, 2021 Culture, Heritage and Special Awards Advisory Committee meeting be adjourned at 5:20 p.m.

Carried



The Corporation of the Town of Tillsonburg  
Recreation & Sports Advisory Committee

October 13, 2021

5:30 p.m.

Hybrid

## MINUTES

**Present:**

Christian Devlin, Dace Zvanitajs, Scott Gooding, Taylor Campbell, Susie Wray, Carrie Lewis

**Absent with Regrets:**

Jeff Vanrybroeck, Kim Sage

**Also Present:**

Chris Parker, Andrea Greenway, Margaret Puhr

**1. Call to Order**

The meeting was called to order at 5:36 p.m.

**2. Adoption of Agenda**

Resolution #1

Moved by: Chris Parker

Seconded by: Carrie Lewis

THAT the Agenda as prepared for the Recreation & Sports Advisory Committee meeting of October 13, 2021, be adopted.

**Carried**

**3. Minutes of the Previous Meeting**

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

There were no disclosures of pecuniary interest declared.



## **5. General Business and Reports**

**5.1.** Introduction of new members – Scott Gooding and Taylor Campbell introduced themselves to the committee.

**5.2.** Election of new Chair –

### Resolution #2

Moved by: Susie Wray

Seconded by: Christian Devlin

THAT Chris Parker be named the Chair of the Recreation & Parks Advisory committee for the remainder of the term.

### **Carried**

**5.3.** Staff update – as of October 31 the Public Health unit requires that everyone 12 years or older must present a proof of vaccination upon entering the community centre.

The province has lifted the capacity limits for spectators and they no longer need to distance when seated. Masks are still required.

The splash pad design was presented to staff this week and will be presented to council on November 8 meeting. There will be 18 water features, pad will be located adjacent to the water park and the playground. This pad is scheduled to be opened in spring of 2022. The pool upgrades design is still being worked on, the staff toured two sites designed by A+Link Architects to get an idea of their designs. The plan is to provide more change rooms, accessible and family; to open up the entrance and make it one level by removing the stairs on the West side of the building, and to make the building more accessible in general. A new ramp into the pool, more storage are among some other features.

There was a grant application submitted for replacement of the water park building, approved by council and awaiting response.

The arenas and the mini rink are now bookable online. The arenas require staff confirmation for booking, the mini rink is a straightforward booking.

**5.4.** General discussion – councillor Parker announced an upcoming community event in November 2021. Further information can be obtained from Christopher Baird, Director of Recreation, Culture & Parks.

Question was raised about renovating the tennis courts, there have been new nets but no work done in a while. Staff will look into budget and get back to the committee.

Also discussed was issue that many seniors in town don't have computers or other electronic devices, and most of the information from the town seems to be coming online. Seniors don't have access to this information, but should be able to, particularly most recently regarding the vaccinations. Staff is able to print out the recreation brochure on request. Possible opportunity for educational workshops through the senior centre.

Recreation Master Plan will be circulated to members for review.

## **6. Next Meeting**

November 10 at 5:30p.m., hybrid format, unless a special meeting is required due to the Rogers event.

## **7. Adjournment**

### Resolution #3

Moved by: Carrie Lewis

Seconded by: Scott Gooding

THAT the October 13, 2021 Recreation & Sports Advisory Committee meeting be adjourned at 6:19 p.m.

**Carried**



The Corporation of the Town of Tillsonburg

## Affordable and Attainable Housing Advisory Committee Meeting

August 25, 2021  
Electronic Meeting

# MINUTES

**Present:** Councillor Chris Parker (Chair), Councillor Penny Esseltine, Elyse Pelland, Gary Green, Lisa Lanthier, Rebecca Smith, Collette Takacs, Suzanne Renken, Cedric Tomico

**Absent with Regrets:** Mayor Stephen Molnar

**Staff:** Kyle Pratt, CAO, Cephas Panchow, Development Commissioner; Lisa Jibson, Acting Executive Assistant

### 1. Call to Order

The meeting was called to order at 4:01 p.m. by the Chair.

### 2. Adoption of Agenda

Proposed Resolution #1

Moved by: Councillor Esseltine

Seconded by: Suzanne Renken

THAT the Agenda as prepared for the Affordable and Attainable Advisory Committee meeting of August 25, 2021, be adopted.

CARRIED

### 3. Minutes from the Previous Meeting

Proposed Resolution #2

Moved by: Gary Green

Seconded by: Councillor Esseltine

THAT the Minutes as prepared for the Affordable and Attainable Housing Advisory Committee meeting of July 15, 2021, be adopted.

CARRIED

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

There were no disclosures of pecuniary interest declared.

## 5. General Business & Reports

### 5.1 presentation from Rebecca – Overview of Affordable Housing projects

Rebecca shared a PPT presentation showing affordable housing units and information. \$850/month is considered affordable for 1 bed, \$1,000 for 2 bedroom. Market rent is \$1500.00-\$1800.00 for 1 bedroom units. Current average house price in Tillsonburg is \$600,000

Since 2007-2020, 383 affordable housing units have been build with 100 more scheduled for this year, with the majority in Woodstock.

Partnerships with private and non-profit sector  
Standard government support is \$1M/project. With \$10M in prov/federal funding since 2007 and \$8M municipal.

Recent project Parcel A Splitroc – 24 affordable units in Woodstock, 4 low rise with 6 units each for seniors. Very efficient. 80% of market rate. Received \$1.5 M fed/prov funding. County gave land and development charges.

Parcel B – zoned for 48 unit building, shared with parcel A. holding for CMHA, County declares parcel vacant.

1235 Nellis Street, Woodstock, 98 units (62 Affordable), \$1.6M in prov/fed and County gave \$1.3 M and land value \$370,000, exempt from development charges. Total cost estimate \$18M financing through CMHC – low interest rates

Committee member inquired about cost/sq. footage to build. Last one was \$600/sq. foot. Modular – conventional pre-fab \$300/sq. foot.

RFP need to submit financial profile to see what the profit is at the end of the day. Contingency about 20%, typical is 8%

COVID un-knowns for materials such as lumber, glass, steel, trusses.

98 Mill Street E. Plattsville. \$6M cost 30 units, 16 affordable units for seniors – currently under construction.

County and Township partnership with Plattsville – County \$1.5M and DC, Township gave land \$1.1 and exempt from development charges.

Developer has done 3 other buildings in county. No prov/fed contributions. Not tied to their rules, just municipal funds.

Tillsonburg-non-profit Sanders Street, 16 units for seniors, County gave \$1.8 M and exempt from development charges, these are the latest affordable units. Built in 2019, former town recreation site.

## **5.2 Provincial Government News Release re: affordable housing support**

Committee member asked if funding was allotted from the government based on population or need. Oxford County responded it's based on population. There is no chance to apply, you just receive what they send. Latest amount is \$1.2M received from the province, county reserve money gets added to that and a portion goes to renovating existing housing development.

The allocation is not shared equally between Tillsonburg and Woodstock. The town needs to get contractors in Tillsonburg to apply to RFP, then committee reviews and this is how Tillsonburg would get their share. The RFP is not public. RFP coming out in next couple of days is only available to non-profits. If town has property, they would have to be developer, if they don't want to be landlord, then have to turn over to non-profit. RFP closing date is October 2021.

## **5.3 Sustainable Affordable Housing – Green Municipal Fund**

Recommended to keep on the agenda as a standing item so there is some discussion each month so we don't lose track of opportunity.

## **5.4 Housing Supply Challenge – CMHC**

Recommended to keep on the agenda as a standing item so there is some discussion each month so we don't lose track of opportunity.

## **5.5 Closed Session**

### Proposed Resolution # 3

Moved by: Cedric Tomico

Seconded by Gary Green

THAT the Affordable and Attainable Housing Advisory Committee moves into closed session to discuss: a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization

Carried



## **5.6 Back to Open Session**

### Proposed Resolution # 4

Moved by: Suzanne Renken

Seconded by Gary Green

THAT the Affordable and Attainable Housing Committee Meeting of August 25, 2021 be adjourned at 4:45 p.m. and that the Committee resumes regular session at 4:46 p.m.

Carried

## **6. Round Table**

Gary commented on article that Cedric distributed and noted it was showing as an election platform at all levels.

Councillor Esseltine thanked Rebecca for her presentation. Asked if it is common to have part market rental value and part affordable housing in one project. Rebecca said very typical, as developers need to still make a profit.

## **7. Next Meeting**

September 22, 2021 @ 4:00 p.m.

## **8. Adjournment**

### Resolution #3

Moved by: Councillor Esseltine

Seconded by: Lisa Lanthier

THAT the August 25, 2021 Affordable and Attainable Housing Advisory Committee meeting be adjourned at 4:51 p.m.

**Carried**



The Corporation of the Town of Tillsonburg

AFFORDABLE AND ATTAINABLE HOUSING ADVISORY COMMITTEE

September 22, 2021

4:00 p.m.

Electronic

## MINUTES

**Present:** Councillor Parker, Councillor Esseltine, Elyse Pelland, Rebecca Smith, Suzanne Renken, Lisa Lanthier, Collette Takacs, Mayor Molnar and Gary Green.

**Absent with Regrets:** Cedric Tomico.

**Staff:**

Cephas Panschow, Development Commissioner

Ann Wright, Acting Executive Assistant / Records & Legislative Coordinator

### 1. Call to Order

The meeting was called to order at 4:03 p.m.

### 2. Adoption of Agenda

Resolution #1

Moved by: Suzanne Renken

Seconded by: Collette Takacs

THAT the Agenda as prepared for the Affordable and Attainable Housing Advisory Committee meeting of September 22, 2021, be adopted.

**Carried**

### 3. Minutes of the Previous Meeting

Resolution #2

Moved by: Councillor Esseltine

Seconded by: Lisa Lanthier

THAT the Minutes as prepared for the Affordable and Attainable Housing Advisory Committee meeting of August 25, 2021, be adopted.

**Carried**

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

No disclosures of pecuniary interested were declared.

**5. General Business and Reports**

**5.1. Canadian Chamber Policy Draft #57 (Suzanne Renken)**

Suzanne provided a brief overview of the draft policy #57 entitled "A Pathway to Fixing the Affordable Housing Crisis in Canada" written by the Lethbridge Chamber of Commerce, and asked for comments via email for her to take back to the Chamber of Commerce Network Committee.

Mayor Molnar left the meeting 4:13 p.m.

**5.2. Consultation with External Agencies**

General discussion on having external agencies such as - Real Estate Board, Multi-Service Centre, Community Living etc. come present to the Committee.

The general consensus was that it would be beneficial.

Cephas to organize presentations.

**6. Round Table**

The Committee wanted to get an understanding for how many people are waiting or how much of a need there is for affordable housing

The County waitlist is about 2500, it was noted that you do not have to live in Tillsonburg to get on the wait list and the Tillsonburg Non-profit seniors' waitlist is 350. County has an RFP out for non-profit orgs who are ready to move on with development 1.7million 100,000 a unit, with shovel ready land

Gary Green joined the meeting 4:24 pm

There was a general discussion on the budget for the Committee, it was noted that monies for committees come from grants in the Town budget. Staff to bring it forward to Senior Leadership Team meeting for discussion.

It was asked if developers can be required to supply affordable housing.

**7. Next Meeting**

October 27, 2021 at 4:00 p.m.

**8. Adjournment**

Resolution #3

Moved by: Collette Takacs

Seconded by: Gary Green

THAT the September 22, 2021 Affordable and Attainable Housing Advisory  
Committee meeting be adjourned at 4:40 p.m.

**Carried**

## THE CORPORATION OF THE TOWN OF TILLSONBURG

### BY-LAW 2021-\_\_\_\_

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

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

**THEREFORE**, the Municipal Council of the Corporation of the Town of Tillsonburg, enacts as follows:

1. That Schedule "A" to By-Law Number 3295, as amended, is hereby amended by changing to 'R3-21' the zone symbol of the lands so designated 'R3-21' on Schedule "A" attached hereto.
2. That Section 8.6 to By-Law Number 3295, as amended is hereby further amended by adding the following subsection:

8.6.21      **LOCATION: WEST SIDE OF VICTORIA STREET, LOTS 688, 690, PART LOTS 687, 689 & 715, PLAN 500, R3-21 (Key Map 14)**

- 8.6.21.1      Notwithstanding any provisions of this By-Law to the contrary, no *person* shall within any R3-21 Zone *use any lot, or erect, alter, or use any building or structure* for any purpose except the following:

*A multiple unit dwelling.*

- 8.6.21.2      Notwithstanding any provisions of this By-Law, no *person* shall within any R3-21 Zone *use any lot, or erect, alter, or use any building or structure* except in accordance with the following provisions:

8.6.21.2.1    NUMBER OF DWELLING UNITS

Maximum	<b>18</b>
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- 8.6.21.3      That all of the provisions of the R3 Zone in Section 8.2 of this By-Law, as amended, shall apply; and further, that all other provisions of this By-Law, as amended, that are consistent with the provisions herein shall continue to apply *mutatis mutandis*."

3. This By-Law comes into force in accordance with Sections 34(21) and (30) of the Planning Act, R.S.O. 1990, as amended.



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

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

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

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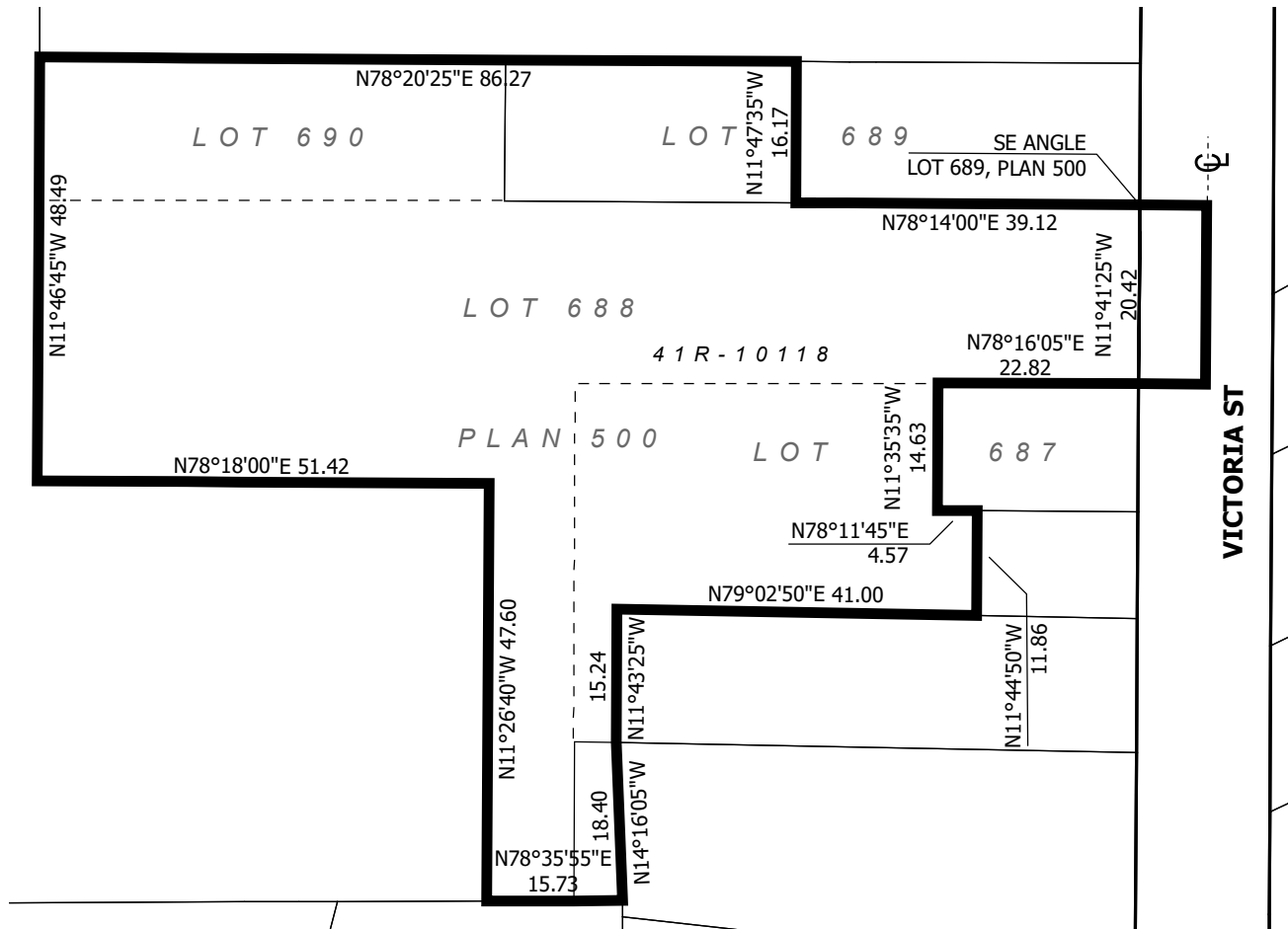
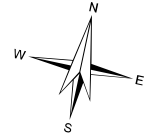
MAYOR – Stephen Molnar

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CLERK – Michelle Smibert

**SCHEDULE "A"**TO BY-LAW No. 2021-

LOTS 688 AND 690, AND PT OF LOTS 687, 689 AND 715, PLAN 500  
PARTS 1 TO 7 (INCLUSIVE), REFERENCE PLAN 41R-10118  
TOWN OF TILLSONBURG



 AREA OF ZONE CHANGE TO R3-21

NOTE: ALL DIMENSIONS IN METRES



Produced By The Department of Corporate Services  
Information Services ©2021

THIS IS SCHEDULE "A"

TO BY-LAW No. 2021-, PASSED

THE 25 DAY OF October, 2021

\_\_\_\_\_  
MAYOR - Stephen Molnar

\_\_\_\_\_  
CLERK - Michelle Smibert

**THE CORPORATION OF THE TOWN OF TILLSONBURG**

**BY-LAW 2021-\_\_\_\_**

**A BY-LAW to authorize an agreement of purchase and sale with 1677123 Ontario Inc.**

**WHEREAS** the Town of Tillsonburg is desirous of entering into an agreement of purchase and sale for lands described as part of Lot 3 in the Van Norman Innovation Park and to be described by a new reference plan.

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

1. That the authorization is hereby given for the sale of those lands described as part of Lot 3 in the Van Norman Innovation Park and to be described by a new reference plan, subject to those terms and provisions outlined within the offer of purchase and sale as attached hereto as Schedule A;
2. That the agreement of purchase and sale attached hereto as Schedule A forms part of this By-Law.
3. That this by-law shall come into force and take effect on the date it is passed.

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

**READ A THIRD AND FINAL TIME AND PASSED THIS 25th day of OCTOBER, 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-

**1677123 Ontario Inc**

(the "Purchaser")

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

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

**SECTION I - GENERAL**

1. The Purchaser agrees to purchase the Property and the Vendor agrees to sell the Property according to the terms of this Agreement.
2. In consideration of the agreement referred to in the preceding paragraph, the Purchaser shall pay to the Vendor a Purchase Price calculated at **Fifty Thousand dollars(\$50,000.00)**. The estimated area of the Property is **1.05** acres. The final total Purchase Price shall be determined by the actual lot area of the Property confirmed by on Ontario Land Surveyor.
3. The Purchase Price shall be paid as follows:
  - (a) **Five Thousand Dollars (\$5,000)** deposit is payable by the Purchaser by certified cheque upon Acceptance of this Agreement, to be held on an interest free basis by the Solicitor for the Vendor as a deposit pending completion of this transaction on account of the Purchase Price on completion, or if this Agreement is not completed through no fault of the Purchaser, the deposit shall be returned to the Purchaser; and
  - (b) the balance of the Purchase Price, subject to adjustments, shall be paid to the Vendor on the Completion Date, by certified cheque or bank draft.

Buyer's Initials ML

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

## SECTION II - PURCHASE OF PROPERTY

### 4. Irrevocable Date

- (a) This APS shall be irrevocable and open for acceptance by the Vendor until 6:00 p.m. on **the 26<sup>th</sup> day of October, 2021** ("Acceptance"), and when accepted shall constitute a binding contract of purchase and sale, otherwise the APS shall be null and void and all deposit monies paid shall be returned to the Purchaser without deduction.
- (b) Acceptance shall mean the date upon which the Mayor and Clerk of the Town of Tillsonburg, or such other persons as the Vendor may authorize from time to time, sign and execute this APS subsequent to the requirement that the Council of The Corporation of the Town of Tillsonburg has passed a resolution or by-law authorizing and approving the sale of the Property to the Purchaser pursuant to the terms of this APS.
- (c) The parties agree and acknowledge that negotiation of this APS is not a valid and binding agreement until accepted by the Council of The Corporation of the Town of Tillsonburg. The Chief Administrative Officer of the Town of Tillsonburg, or his or her designate, shall negotiate the terms of this APS in good faith. However, the negotiation of the terms of this APS by the Chief Administrative Officer of the Town of Tillsonburg, or his or her designate, in no ways binds The Corporation of the Town of Tillsonburg until such time as this APS is authorized and approved by the Council of The Corporation of the Town of Tillsonburg.

### 5. Council Approval

- (a) This transaction is subject to compliance with Section 270 of the *Municipal Act, 2001*, S.O. 2001, c. 25 as amended and the approval of the Council of The Corporation of the Town of Tillsonburg in its sole and absolute discretion by resolution or by-law.

### 6. Deed/Transfer

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

### 7. Completion Date

- (a) The closing of this transaction shall take place **at the same time as the scheduled closing for the adjacent lands already under an Agreement of Purchase and Sale with the Town, following the registration of the Plan of Subdivision for the Van Norman Innovation Park and by November 30, 2021**, or such other date as mutually agreed upon (the "Completion Date") at which time possession of the Property in "as is, where is" condition shall be given to the Purchaser other than as provided in this APS. The Vendor acknowledges that it has the right and authority to sell the Property.

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



## 8. Documents, Reports and Information

- (a) The Vendor will produce and deliver to the Purchaser within fourteen (14) days of Acceptance of the APS any documents, reports or information in its possession in respect to the Property. The Purchaser agrees to return all of the above documentation to the Vendor if this transaction is not completed.

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

## 9. "As Is" Condition

- (a) The Purchaser acknowledges that it is acquiring the Property in an "as is" condition and that it must satisfy itself **by October 29th, 2021** regarding the condition of the Property including, but not limited to, all existing physical conditions of this Property, environmental conditions, fitness for any purpose, suitability for construction, soil bearing capacity for any building proposed, and the availability of municipal services and utilities necessary for the Purchaser's proposed use of the Property. The Purchaser acknowledges that the Vendor shall not be responsible for any physical deficiencies of the Property or for any past, present or future environmental liabilities and hereby waives any claims against the Vendor in respect of any environmental liabilities on the Property. The Purchaser agrees to sign a release and indemnity in favour of the Vendor on or before closing with respect to matters set out in the preceding sentence. If the Purchaser is for any reason whatsoever dissatisfied with the Property, it shall deliver written notice to that effect to the Vendor by no later than the time specified herein, and this Agreement shall be terminated and the deposit shall be returned to the Purchaser without interest or deduction. If the Vendor is notified that the condition of the Property is not satisfactory, then the Purchaser shall, prior to receiving its deposit monies back and prior to being entitled to a full release from the Vendor with respect to this Agreement, restore the Property to its original condition as it existed prior to such testing or inspection by the Purchaser, at the Purchaser's sole expense. If the Purchaser fails to deliver written notice to the Vendor within the time specified herein regarding this condition, this condition shall be deemed to have been waived by the Purchaser.

## 10. Other Conditions

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

## 11. Investigation by the Purchaser

- (a) The Purchaser acknowledges having inspected the Property prior to executing the APS and understands that upon Acceptance by the Vendor, and subject to any conditions herein, there shall be a binding agreement of purchase and sale between the Purchaser and the Vendor. It shall be the Purchaser's responsibility to provide, at its own expense, any soil bearing capacity tests or environmental inspection, as may be required or desired, and the Vendor shall grant the

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

Purchaser access for such testing or inspection at all reasonable times, on reasonable notice, for the purpose of conducting reasonable inspections.

12. Future Use

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

13. Provision of Plans

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

14. Reasonable Assistance

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

15. Development Covenants and Restrictions

- (a) The Property shall be subject to the development covenants and restrictions more particularly set out in Schedule "E" attached to this APS, which shall survive the completion of this transaction and run with the Property. The development covenants and restrictions shall be registered on title by the Vendor. In the event that the said covenants and restrictions are not registered on title to the Property on or before closing, the Purchaser covenants and agrees to consent to the registration of the covenants and restrictions after closing.

16. Property Not for Resale

- (a) The Purchaser covenants that it is purchasing the Property for the construction of a building and not for the purpose of resale of vacant land.

#### SECTION IV - PRIOR TO COMPLETION DATE

17. Purchaser May Inspect the Property

- (a) The Purchaser, its agents and contractors shall be permitted to inspect the Property and any buildings as frequently as is reasonably necessary between the date of Acceptance and the Completion Date at reasonable times and upon reasonable notice to the Vendor.

18. Insurance

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- (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

##### 19. Deed/Transfer

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

##### 20. Electronic Registration

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

##### 21. Survey or Reference Plan

- (a) The parties acknowledge that a survey may be required and a Reference Plan may be registered on title and may be used to provide a registrable description of the Property and any easements.

##### 22. Letters and Reports from Officials of the Vendor

- (a) On or before the requisition date, the Vendor agrees to provide to the Purchaser, if requested, at the Vendor's expense, letters or reports from the Building and Zoning Department of the Town of Tillsonburg and the Fire Chief of the Town of Tillsonburg regarding the status of compliance with all codes, by-laws, rules and regulations with respect to the Property and any buildings located thereon.

##### 23. Examination of Title

- (a) Title to the Property shall be good and marketable and free from all encumbrances except for any service easements or rights-of-way to be reserved in favour of the Vendor and for any easements or rights-of-way registered on title and any minor encroachments shown on the survey or Reference Plan delivered to the Purchaser.

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- (b) The Purchaser is allowed **until one week prior to closing** to examine the title to the Property. If on or before this date the Purchaser furnishes the Vendor in writing with any valid objections: to the title; to any undisclosed outstanding work orders; to undisclosed non-compliance with the municipal by-laws or covenants and restrictions which run with the land and cannot be resolved before the Completion Date; as to any objection of which the Vendor shall be unable to remedy or correct by the Completion Date and which the Purchaser will not waive, then this APS shall, notwithstanding any intermediate acts or negotiations, be terminated and the deposit shall be returned to the Purchaser without deduction and the Vendor and the Purchaser shall not be liable for any costs, damages, compensation or expenses.

24. Easements

- (a) The Purchaser agrees to grant an easement to the Vendor for a turning circle over Parts 7 and 8 on the draft reference plan contained in Schedule "A" attached hereto, which easement shall include the terms contained in Schedule "C" attached hereto. The Purchaser and Vendor agree that this provision shall survive and not merge on the closing of this transaction.
- (b) The Purchaser agrees to grant an easement for a laneway and underground services 10 meters in width over the lands next to the westerly border of Parts 6 and 8 of the draft reference plan contained in Schedule "A" attached hereto, to be described by a new reference plan, in favour of Parts 3 and 4, which easement shall include the terms contained in Schedule "D" attached hereto. The Purchaser and Vendor agree that this provision shall survive and not merge on the closing of this transaction.

25. 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.

26. 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.

27. Deliveries by the Vendor To The Purchaser on Closing

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- (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.

## 28. Harmonized Sales Tax

- (a) The parties hereto acknowledge and agree that the transaction contemplated herein is subject to the Harmonized Sales Tax (HST) under the *Excise Tax Act*, R.S.C., 1985, c. E-15 (the "Act") and that the Purchase Price does not include HST. The Vendor shall provide the Purchaser with its HST Business Number. The Purchaser shall pay to the Vendor any HST imposed under the Act payable in connection with the transfer of the Property to the Purchaser, or as it may direct, unless the Purchaser or its nominee, or its assignee, provides:
  - (i) a certificate on or before the Completion Date containing a representation and warranty to the Vendor that:
    - (1) it is registered for the purpose of the HST on the Completion Date and specifying the HST registration number;
    - (2) it will self-assess the HST on its GST/HST return or file the prescribed form pursuant to subsection 228(4) of the Act in connection with the purchase of the Property;
    - (3) the Property transferred pursuant to this APS is being purchased by the Purchaser, or its nominee or assignee, as principal for its own account and is not being purchased by the Purchaser as agent, trustee or otherwise on behalf of or for another person, and does

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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**

### 29. Entire Agreement

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

### 30. Tender

- (a) Any tender of documents or moneys hereunder may be made upon the solicitor acting for the party upon whom tender is desired, and it shall be sufficient that a negotiable, certified cheque or bank draft may be tendered instead of cash.

### 31. Time of Essence

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

### 32. Planning Act

- (a) This Agreement shall be effective only if the provisions of Section 50 of the *Planning Act*, R.S.O. 1990, c.P.13, as amended are complied with.

### 33. Notices

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

#### **Solicitors for the Vendor:**

Duncan, Linton LLP  
 ATTENTION: Adrian Rosu  
 45 Erb Street West  
 Waterloo, ON N2J 4B5  
 Fax: (519) 886-8651

with a copy delivered to:

The Corporation of the Town of Tillsonburg  
 ATTENTION: Development Commissioner

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204-200 Broadway  
Tillsonburg, ON N4G 5A7  
Fax: 519-842-9431

**Solicitors for the Purchaser:**

ATTENTION: Michael F. Langtry  
5390 Munro Court  
Burlington, ON  
Fax: (905) 6812814

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

34. Successors and Assigns

- (a) The Purchaser shall be permitted to assign all of its right, title and interest in and to this APS with the Vendor's written approval, which shall not be unreasonably withheld, including assignment to another corporation with the same shareholders as the Purchaser. Subject to the restrictions in the preceding sentence, the Vendor agrees to engross the Transfer/Deed of Land as directed by the Purchase on the completion Date as the Purchaser may elect, and the Vendor agrees to complete the transaction contemplated by this APS on the Completion Date with such assignee or nominee. The Purchaser is released from all liability hereunder, if it assigns its interest in this APS. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

35. Schedules

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

36. 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.

37. Counterparts

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- (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.

38. Severability

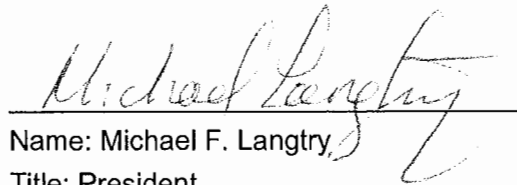
- (a) If any provision of this Agreement, or the application thereof to any circumstances, shall be held to be invalid or unenforceable, then the remaining provisions of this Agreement, or the application thereof to other circumstances, shall not be affected, and shall be valid and enforceable.

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

Dated at Burlington, Ontario this \_\_\_\_ day of October, 2021.

\*\*

Per:



Name: Michael F. Langtry

Title: President

I/We have authority to bind the Corporation.

The Vendor hereby accepts this Agreement according to its terms.

Dated at Tillsonburg, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

**The Corporation of the Town of  
Tillsonburg**

\_\_\_\_\_  
Stephen Molnar  
Mayor

\_\_\_\_\_  
Michelle Smibert  
Clerk

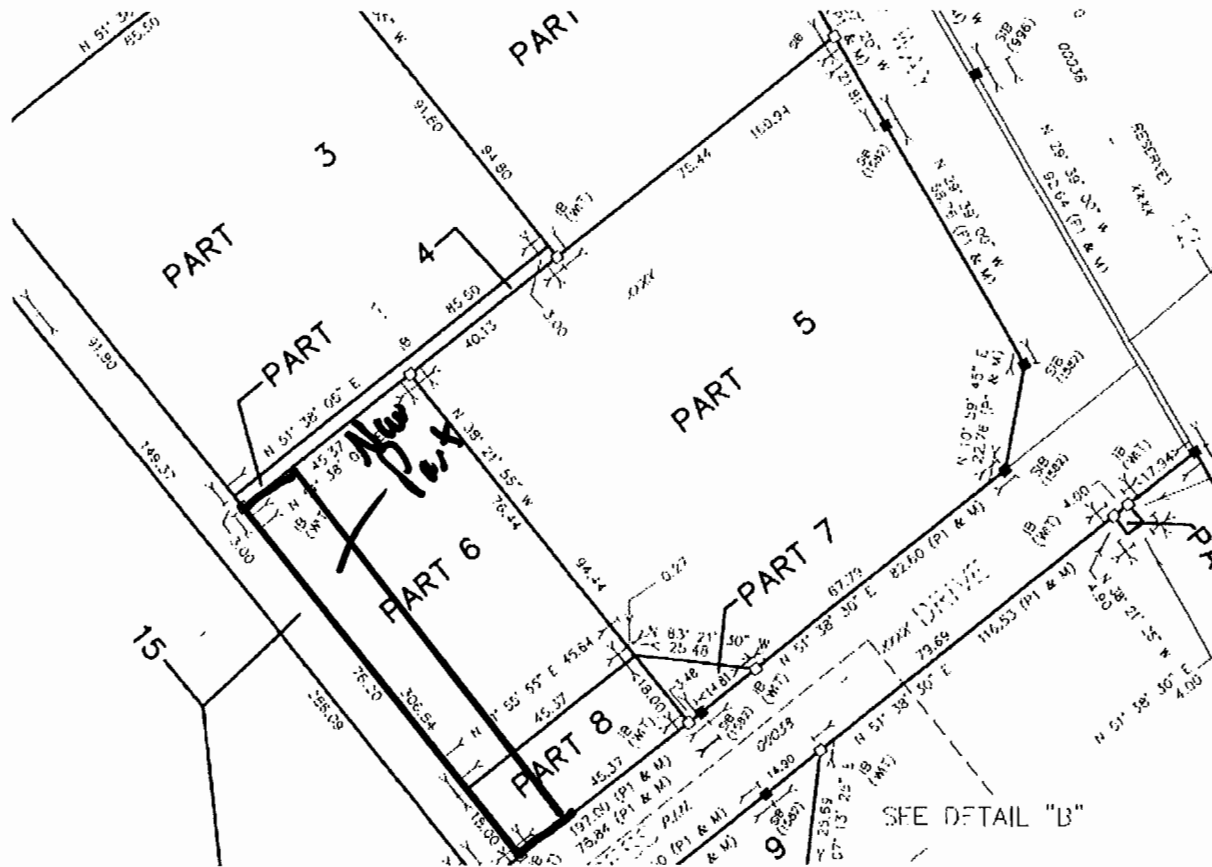
We have authority to bind The Corporation  
of the Town of Tillsonburg.

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

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

ALL AND SINGULAR that certain parcel or tract of land and premises situated, lying and being in the Town of Tillsonburg in the County of Oxford, being comprised of part of Lot 2 Concession 5 North of Talbot Road (1.05 acre parcel), and described as Parts 6 and 8 on the draft reference plan (to be deposited):



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**SCHEDULE "B" – PURCHASER CONDITIONS**

1. The transaction of purchase and sale contemplated herein shall be subject to the fulfillment of the following terms and conditions on or before October 29<sup>th</sup>, 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:

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



**SCHEDULE "C" - EASEMENT****TERMS AND PROVISIONS OF THE EASEMENT:**

1. The Owner hereby grants, conveys and confirms to The Corporation of the Town of Tillsonburg (the "Town"), its successors and assigns the free, uninterrupted and undisturbed right of way and easement to enter upon the lands herein described at any time for the purposes of constructing, installing and maintaining a turning circle, for private and public motor vehicles, at the end of Progress Drive, and with the further and continuing right to the Town, its successors and assigns, and its servants, agents and workers to enter upon the lands at any time to construct, repair, correct, operate, replace and maintain at all times in good condition and repair the turning circle and for every such purpose the Town shall have access to the said lands at all times by its agents, servants, employees and workers. All such rights of the Town granted herein shall cease and no longer affect the lands described herein, and the Town shall, without charge, provide a registrable release, upon the Town determining that the lands described herein are not required for highway or municipal purposes and the Town determines that the easement is no longer required.

3. The Owner covenants with the Town to keep the lands herein described free and clear of any trees, buildings, structures or other obstructions which may limit the use, operation, repair, replacement or maintenance of the easement and to use the lands herein described only in a manner and for purposes not inconsistent with the exercise of the rights created by this indenture and without limiting the generality of the foregoing, only as a yard, lawn, garden, flowerbed, roadway, driveway or parking area and the Owner agrees not to do or suffer to be done anything which might injure any of the works of the Town hereon. The term "building" as set out herein shall specifically include any window sills, chimney breasts, cornices, eaves or other architectural features projecting from the first floor of the building but shall not include window sills, chimney breasts, cornices, eaves or other architectural features projecting from the second floor of the building by less than two (2) feet and such second floor projections shall be specifically authorized and allowed to encroach upon the lands herein described.

4. The Town, by the acceptance and registration of the within easement, agrees to be bound by the terms and provisions contained herein.

5. The burden and benefit of this easement shall run with the lands herein described and shall extend to and be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

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### SCHEDULE "D" - EASEMENT

#### TERMS AND PROVISIONS OF THE EASEMENT:

1. The Transferor hereby grants, conveys and confirms to the Transferee, its successors and assigns, in perpetuity, the free, uninterrupted and undisturbed right of way and easement to be used and enjoyed by the Transferee for access and passage by pedestrians and vehicles over the lands and to enter upon the lands herein described at any time for the purposes of constructing, installing and maintaining a laneway for such access and passage.
2. The Transferor further grants, conveys and confirms to the Transferee, its successors and assigns, in perpetuity, the free, uninterrupted, and undisturbed right of way and easement for the construction, operation, maintenance, inspection, alteration, removal, replacement, reconstruction, and repair of underground services, which include, but are not limited to, storm water lines and pipe and associated pipes and equipment for the collection and transportation of water, together with the right of ingress and egress for all purposes necessary or incidental to the exercise and enjoyment of the rights herein granted.
3. The Transferee acknowledges and agrees to maintain the easement over the lands in a good state of repair, including, but not limited to, snow removal, salting, sanding, and maintenance and repair, and all such costs shall be paid by the Transferee.
4. The Transferor hereby covenants and agrees not to block, fence, or otherwise impede access to the easement, including where the easement meets abutting lands.
5. The Transferee hereby covenants and agrees to indemnify and save harmless the Transferor, as well as its officers, directors, and employees from and against any and all liabilities, costs, damages, penalties, and expenses arising out of the negligent use of this easement by the Transferee or its officers, directors, employees, or workmen.
6. The Transferor covenants with the Transferee to keep the lands herein described free and clear of any trees, buildings (including building projections such as window sills, chimney breasts, cornices, eaves, and other architectural features), swimming pools, structures, or obstructions as may be necessary for the use, operation, repair, replacement, or maintenance of the easement and to use the lands herein described only in a manner and for purposes not inconsistent with the exercise of the rights created by this indenture and, without limiting the generality of the foregoing, only as a yard, lawn, garden, flowerbed, roadway, driveway, or parking area, and the Transferor agrees to not do or suffer to be done anything which might injure any of the works of the Transferee thereon.
7. The Transferee, by the acceptance and registration of the within easement, agrees to be bound by the terms and provisions contained herein.
8. The burden and benefit of this agreement shall run with the lands herein described and shall extend to and be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

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**SCHEDULE "E"**  
**DEVELOPMENT COVENANTS**

1. Title Control

- (a) The owner or owners of the property (the "Owner") upon which these development covenants attach (the "Property") covenants and agrees that it may not use the Property for its intended use and may not retain ownership of the Property unless the Owner has constructed a building for such use including obtaining a building permit for a permanent building with a minimum building coverage of twenty percent (18%) of the total area of the Property. The Owner further covenants and agrees to commence construction of a permanent building on the Property which complies with the permitted uses of the Property's zoning within one (1) year of the date the Owner took title to the Property being the date of registration of transfer (the "Completion Date") and to substantially complete the construction of the said building in conformity with an approved site plan within two (2) years from the Completion Date of this transaction.
- (b) In the event that the Owner has not obtained a building permit in accordance with the provisions of subclause 1.a) above, the Owner may request from The Corporation of the Town of Tillsonburg (the "Town of Tillsonburg"), in writing, an extension of the time specified in subclause 1.a) above up to a maximum extension period of six (6) months, (such extension, the "Extended Time") upon payment by the Owner to the Town of Tillsonburg of a performance deposit equal to ten (10%) percent of the purchase price of the Property (the "Performance Deposit"). The Performance Deposit shall be refunded to the Owner, without interest, upon the Owner's compliance with and completion of the provisions of subclause 1.a) above within the Extended Time. In the event that the Owner fails to complete construction within the Extended Time, then the Town of Tillsonburg shall, in addition to its other rights and remedies as set out herein or otherwise, be entitled to retain the Performance Deposit as liquidated damages and not as a penalty, in partial or full satisfaction of the Town of Tillsonburg's damages.
- (c) If the Owner does not comply with the provisions of subclause 1.a) above within the periods therein specifically set out or within the Extended Time, the Owner, will, at the option of the Town of Tillsonburg by notice in writing to the Owner, re-convey good title to the Property to the Town of Tillsonburg, free and clear of all encumbrances, in consideration for payment by the Town of Tillsonburg to the Owner of 90% of the purchase price paid by the Owner to the Town of Tillsonburg for the conveyance of the Property in the first instance (the "Discounted Consideration"). The re-conveyance shall be completed within sixty (60) days of the notice set out in this subclause. The Town of Tillsonburg shall be allowed to deduct from the Discounted Consideration all of its reasonable costs, realty commission and legal fees incurred with respect to the original conveyance of the Property by the Town of Tillsonburg to the Owner, as well as the costs of the Town of Tillsonburg in re-acquiring the Property, including without limitation, realty commission, registration costs, land transfer tax, legal fees and such other costs as reasonably incurred by the Town of Tillsonburg. The Town of Tillsonburg shall not be required to pay for any improvements that may have been made, constructed, installed or performed by the Owner on the Property.

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- (d) Subject to subclause 1.c) above, the Owner covenants that it will not sell the Property or any part thereof to any person, firm or corporation without first offering, in writing, to sell the Property to the Town of Tillsonburg for consideration equal to or less than the consideration paid by the Owner to the Town of Tillsonburg in the original conveyance of the Property less the costs of the Town of Tillsonburg incurred in re-acquiring the Property, including without limitation, real estate commission, land transfer tax, registration costs, legal fees and such other costs as reasonably incurred by the Town of Tillsonburg, provided however that the Owner may sell or transfer the Property to a subsidiary or affiliate corporation as defined in the *Business Corporations Act*, R.S.O. 1990, c.B.16 as amended, provided such subsidiary assumes and confirms its acceptance of the within covenants and restrictions and expressly undertakes in writing to comply with them in such form as the Town of Tillsonburg may require. The Town of Tillsonburg shall have ninety (90) days from the receipt of an offer made by the Owner under this subclause, to accept such offer which acceptance shall be in writing. If the Town of Tillsonburg does not accept an offer to sell made by the Owner under the provisions of this subclause, the Town of Tillsonburg's right to repurchase the Property so offered shall terminate. However, the remaining provisions of this clause 1 as well as other provisions herein shall continue in full force and effect. The limitation contained in this subclause, will expire upon the Owner fulfilling all of the building requirements as set out in subclause 1.a) and 1.b) above.

2. Town of Tillsonburg Option on Vacant Portion of Land

- (a) The Town of Tillsonburg shall have the option to repurchase such vacant portion of the Property not used by the Owner for the construction building(s) thereon provided such land is not reasonably ancillary to the Owner's use and occupation of the said building.
- (b) This option shall only be exercisable if the Owner has not constructed permanent buildings with a minimum building coverage of thirty percent (30%) of the total area of the Property.
- (c) The option shall be exercisable by the Town of Tillsonburg for consideration equal to the per square foot consideration paid by the Owner to the Town of Tillsonburg in the original conveyance of the Property. Any costs incurred by the Town of Tillsonburg in re-acquiring the subject portion of the Property, including without limitation, real estate commission, land transfer tax, registration costs, legal fees and such other costs shall be at the cost of the Town of Tillsonburg.
- (d) This option expires ten (10) years from the Completion Date.

3. Development Standards

- (a) The Owner shall not construct and maintain a building unless the exterior of the wall or walls of any building or structure facing any municipal street is constructed of a minimum sixty (60) percent brick, precast stone, glass, pre-cast concrete or alternative non-steel materials including, but not limited to, stainless steel; decorative glazed terra cotta; ceramic veneer; precast concrete panel; aluminum; bronze; steel with protective glazed enamel; or, porcelain finish and subject to

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approval by the Town of Tillsonburg, in their sole and absolute discretion, acting reasonably, through the Town's Site Plan Approval process.

- (b) The Owner shall not use the Property unless any portion of any area of the Property to be used for open storage shall not be left so that any area is unenclosed, and any such areas shall be enclosed and designed so that the storage area is not visible from any municipal street. No storage shall be permitted within any set back area as set out in the Town of Tillsonburg Zoning By-Law, nor in front of any building or structure facing any municipal roadway.
- (c) The Owner hereby acknowledges that it is aware that the Property is designated as within a site plan control area. The Owner shall not commence any construction or use the Property until site plan approval has been obtained. The external building materials used on any building to be constructed on the Property must be approved in writing in advance by the Town of Tillsonburg as part of such site plan control approval process.

#### 4. Assignment of Covenants

- (a) The Owner acknowledges and agrees that the covenants and restrictions herein shall run with the title to the Property. The Owner, for itself, its successors, heirs, and assigns in title from time to time of all or any part or parts of the Property will observe and comply with the stipulations, restrictions, and provisions herein set forth (the "Restrictions"), and covenants that nothing shall be erected, fixed, placed or done upon the Property or any part thereof in breach or in violation or contrary to the Restrictions or the provisions of the agreement of purchase and sale between the Owner and the Town of Tillsonburg and that the Owner will require every subsequent purchaser or every successor in title to assume and acknowledge the binding effect of this document, as well as, covenant to observe and comply with the Restrictions and other covenants herein, and the surviving provisions of this Agreement of Purchase and Sale.

#### 5. Force Majeure

- (a) If the Owner shall be unable to fulfill, or shall be delayed or restricted in fulfilling any of the obligations set out herein due to any act or neglect of the Town of Tillsonburg or any of its employees, or due to strikes, walkouts, lockouts, fire, unusual delay by common carriers, or by any other cause beyond the Owner's reasonable control, then the time for fulfilling any such obligations shall be extended for such reasonable time as may be required by the Owner to fulfill such obligation.

#### 6. Right to Waive

- (a) Notwithstanding anything herein contained, the Town of Tillsonburg and its successors shall have the power by instrument or instruments in writing from time to time to waive, alter or modify the herein covenants and restrictions with respect to their application to any part of the Property without notice to or approval from the Owner or notice to or approval from the owners of any other adjacent or nearby lands.

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**THE CORPORATION OF THE TOWN OF TILLSONBURG**

**BY-LAW 2021-\_\_\_\_**

**A BY-LAW to appoint a Building Inspector for the Town of Tillsonburg.**

**WHEREAS** pursuant to the Municipal Act, 2001, S.O. 2001, c.25, as amended, the Council of a Municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act, to enable them to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues;

**AND WHEREAS** pursuant the Municipal Act, 2001, S.O. 2001, c. 25, as amended, requires that a municipality's capacity, rights, powers and privileges, shall be exercised by by-law;

**AND WHEREAS** pursuant to the Building Code Act, S.O. 1992, c. 23, as amended, Section 3 (2) provides for the council of each municipality to appoint a chief building official and such inspectors as are necessary for the enforcement of this Act in the areas in which the municipality has jurisdiction.

**AND WHEREAS** the Council of the Corporation of the Town of Tillsonburg considers it desirable to appoint a Building Inspector;

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

1. That Justin White be and is hereby appointed as a Building Inspector for the Town of Tillsonburg.
2. That this by-law shall come into force and take effect on the date it is passed.

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

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

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MAYOR – Stephen Molnar

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CLERK – Michelle Smibert

**THE CORPORATION OF THE TOWN OF TILLSONBURG**

**BY-LAW 2021-\_\_\_\_**

**A BY-LAW to enter into an airport hangar land lease agreement with 1467246 Ontario Inc and to repeal By-Laws 3134, 3635 and 3746.**

**WHEREAS** the Corporation of the Town of Tillsonburg is desirous of entering into an airport hangar land lease agreement with 1467246 Ontario Inc for Taxiway C1-4 at the Tillsonburg Regional Airport.

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

1. That the lease agreement attached hereto forms part of this by-law;
2. That the Mayor and Clerk be hereby authorized to execute the attached lease agreement on behalf of the Corporation of the Town of Tillsonburg.
3. That By-Laws 3134, 3635 and 3746 are hereby repealed in entirety.
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 25th day of OCTOBER, 2021.**

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

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MAYOR – Stephen Molnar

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CLERK – Michelle Smibert

TILLSONBURG AIRPORT HANGAR LEASE

This Lease is made this 25 day of October, 2021 (the "Effective Date").

B E T W E E N

THE CORPORATION OF THE TOWN OF TILLSONBURG

(the "Landlord")

- and -

1467246 Ontario Inc  
244779 Milldale Rd, Otterville, Ont, N0J1R0  
Attention: Geoff Lee

(the "Tenant")

**WHEREAS** the Landlord owns all and singular that certain parcel or tract of land and premises situated, lying and being in the Township of South West Oxford in the County of Oxford, being comprised of:

PT LT 3-4 CON 7 DEREHAM; LT 5-6 CON 7 DEREHAM; PT LT 7 CON 7 DEREHAM PT 1, 2, 3, 4 & 5, 41R2877, PT 2 & 3, 41R2714, PT 1, 2 & 3, 41R4343, PT 1, 2, 3 & 4, 41R4545; S/T 406551; SOUTH-WEST OXFORD;

PIN: 00016-0089 (LT); LRO #41;

municipal address being 244411 Airport Road, Tillsonburg, ON N4G 4H1;

referred to herein as the "Property", the "Airport" or the "Tillsonburg Airport" upon which is located the Tillsonburg Airport which is owned and operated by the Landlord.

In consideration of the covenants, agreements, warranties and payments herein set forth and provided for, the sum of two dollars (\$2.00) paid by each party to the other and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto respectively covenant and agree as follows:

1. LEASED PREMISES

- (1) The Leased Premises shall consist of a portion of the Tillsonburg Airport identified as Hangar C1-4 on the plan attached as Schedule "A", being the area upon which the Tenant's airplane hangar shall be located plus one (1) metre of land extended beyond the exterior perimeter of the Tenant's airplane hangar building (the "Leased Premises").
- (2) Notwithstanding the above, the Landlord reserves the right to assign an alternate lot to the Tenant on thirty (30) days' written notice at any time prior to the commencement of construction of the Tenant's hangar.
- (3) The Landlord covenants and agrees to the construction by the Tenant of an airplane hangar on the Leased Premises being a Hangar, (the "Hangar") subject to the provisions of Schedule "B". The Tenant shall complete the construction of the Hangar at its sole cost and expense.
- (4) The Landlord covenants and agrees that the Hangar on the Leased Premises is not owned by the Landlord but is owned by the Tenant.

2. GRANT OF LEASE

- (1) The Landlord leases the Leased Premises to the Tenant:
  - (a) at the Rent set forth in Section 3;
  - (b) for the Term set forth in Section 4; and
  - (c) subject to the conditions and in accordance with the covenants, obligations and agreements herein including schedules.
- (2) The Landlord covenants that it has the right to grant the leasehold interest in the Leased Premises free from encumbrances except as disclosed on title.

3. RENT

- (1) Rent means the amounts payable by the Tenant to the Landlord pursuant to this Section and includes Additional Rent.
- (2) The Tenant covenants to pay to the Landlord, during the Term of this Lease rent as follows (the "Base Rent"): for every year of the Term, the total sum of \$1457.4 per annum (based upon \$0.30 per square foot of Hangar building area) plus H.S.T., and any other applicable

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services tax which may accrue on account of the Landlord collecting rent, payable yearly in advance. Base Rent shall commence on the first day of the Term. If the first day of the Term is not January 1<sup>st</sup> then Base Rent for the first year of the term shall be prorated until December 31 of the initial year. Base Rent shall then be due on 1<sup>st</sup> day of the year commencing on January 1<sup>st</sup>, 2022 and every 1<sup>st</sup> day of January thereafter. The Parties further agree that the Landlord may, in their sole and absolute discretion, increase the Base Rent annually in accordance with the Town of Tillsonburg Rates and Fees Bylaw, as amended. If the square footage of the Hangar on the Leased Premises expands then the Base Rent shall accordingly increase in proportion to the additional square footage.

- (3) The Tenant further covenants to pay all other sums required by this Lease to be paid by it and agrees that all amounts payable by the Tenant to the Landlord or to any other party pursuant to the provisions of this Lease shall be deemed to be additional rent ("Additional Rent") whether or not specifically designated as such in this Lease.
- (4) The Landlord and the Tenant agree that it is their mutual intention that this Lease shall be a completely carefree net lease for the Landlord and that the Landlord shall not, during the Term of this Lease, be required to make any payments in respect the Leased Premises other than charges of a kind personal to the Landlord (such as income and estate taxes and mortgage payments) and to effect the said intention of the parties the Tenant promises:
  - (a) to pay as Additional Rent: business taxes, real estate taxes and licenses if applicable;
  - (b) to pay all annual fees in accordance with the Town of Tillsonburg Rates and Fees Bylaw, as amended, as Additional Rent for such expenses incurred by the Landlord for the maintenance and servicing of the Airport; and,
  - (c) to pay the Landlord a one-time capital recovery charge, based on actuals, for the Landlord to construct the associated hangar apron, if applicable; and,
  - (d) to pay for or provide servicing and maintaining the Leased Premises and the Hangar and shall include the following:
    - (i) all utilities and services including, but not limited to, electricity, water, sewage, natural gas and propane. The Tenant acknowledges that connection fees for utilities and services are entirely at the Tenant's cost. Further, the Tenant acknowledges that nothing in this Lease, including in this article, is a warranty, covenant or representation by the Landlord to provide connections, utilities or services to the Leased Premises or that the services or utilities can be extended to the Leased Premises;
    - (ii) snow removal and landscaping on the Leased Premises including cutting the grass and weed control of the Leased Premises including the one (1) metre area around the perimeter of the Hangar;
    - (iii) all repair, service and maintenance to the Hangar including reasonable wear and tear; and,
    - (iv) to pay airport infrastructure fees in accordance with the Town of Tillsonburg Rates and Fees Bylaw, as amended.
- (5) The Tenant hereby agrees to indemnify and protect the Landlord from any liability accruing to the Landlord in respect of the expenses payable by the Tenant as provided for herein.
  - (i) The Tenant on behalf of itself/himself/herself/themselves, its/his/her/their heirs, executors, administrators and assigns, including its/his/her/their successors in title, hereby covenants and agrees to indemnify and save harmless the Landlord from all actions, cause of actions, suits, claims, demands, damages, losses, costs, charges and expenses of every nature and kind whatsoever by whomsoever make brought or prosecuted, including legal fees, which the Landlord may incur or have to pay, which may arise either directly or indirectly by reason of any activity, actions, performance, negligence or non-performance of the Tenant, its employees, servants, agents, contractors, subcontractors, architect, landscape architect, engineer, surveyor, planner, consultant, project manager or any other person the Tenant is responsible for at law during the duration of this Agreement; in executing the Works under this Agreement; by reason of installation of any Works required under this Agreement; by the failure of the Tenant to complete the installation of the Works required under this Agreement; because of or on account of the ownership, construction, use existence, or maintenance of the property described in the Agreement; by the exercise of the Tenant's powers under this Agreement; the construction, maintenance or the improper or inadequate construction, installation and/or maintenance of the Works; any act or omission of said parties while undertaking the Works; or by reason of the neglect of the Tenant or its employees, servants, agents, contractors, subcontractors or others for whom the Tenant is responsible at law.
  - (ii) Without limiting the generality of the foregoing, the Tenant agrees to indemnify and save harmless the Landlord for any issues related to the alteration of any grade or existing level construction, the maintenance or repair of any taxiway within the Airport, or by reason of the failure, neglect or omission of the Tenant

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to do anything agreed to be done pursuant to this Agreement or by reason of any act or omission of the Tenant, including failure of the Tenant to comply with the *Construction Act*.

- (6) Additional Rent shall be payable yearly in advance on the same dates stipulated for payment of Base Rent in Section 3 (2).
- (7) All payments to be made by the Tenant pursuant to this Lease are to be in Canadian funds by bank draft, money order or cheque payable to the Landlord and shall be delivered to the Landlord at the Landlord's address for service set out in Section 17 or to such other place as the Landlord may from time to time direct in writing.
- (8) All Rent in arrears and all sums paid by the Landlord for expenses incurred which should have been paid by the Tenant shall bear interest from the date payment was due, or made, or expense incurred at a rate per annum equal to the prime commercial lending rate of the Landlord's bank plus two (2) per cent.
- (9) The Tenant acknowledges and agrees that the payments of Rent and Additional Rent provided for in this Lease shall be made without any deduction for any reason whatsoever unless expressly allowed by the terms of this Lease or agreed to by the Landlord in writing and no partial payment by the Tenant which is accepted by the Landlord shall be considered as other than a partial payment on account of Rent owing and shall not prejudice the Landlord's right to recover any Rent owing.

#### 4. TERMS AND POSSESSION

- (1) The Tenant shall have possession of the Leased Premises for a period of twenty years, ten months (the "Term"), commencing on the October 25, 2021 and ending on the 1<sup>st</sup> day of January, 2042.
- (2) The Tenant shall pay any and all connection costs for hydro, gas, water, heating, air-conditioning and for all other services and utilities as may be provided to the Leased Premises. The Tenant shall arrange with the local authority for connection of gas, electricity and water in the name of the Tenant. Nothing in this paragraph or lease is a warranty or representation by the Landlord that any utilities or services are extended to the Leased Premises or can be extended to the Leased Premises.
- (3) Subject to the Landlord's rights under this Lease, and as long as the Tenant is in good standing, the Landlord covenants that the Tenant shall have quiet enjoyment of the Leased Premises during the Term of this Lease without any interruption or disturbance from the Landlord or any other person or persons lawfully claiming through the Landlord.

#### 5. ABATEMENT OF RENT DURING CONSTRUCTION

- (1) So long as the Lease has been fully executed, the Tenant has provided the Landlord with proof of the Tenants insurance, and the Tenant has paid the first and last month's Rent to be held as a deposit, the Landlord shall provide the Tenant with possession of the Leased Premises for a period of up to six (6) months commencing on the Effective Date for the purposes of constructing the Hangar on the Leased Premises. All terms of the Lease shall be applicable from the Effective Date save and except for the payment of Rent, Base Rent and Additional Rent which shall be payable as of the first day of the month of occupancy of the Hangar or the expiry of the six (6) month construction period whichever occurs first.
- (2) In the event the Tenant has not completed construction of the Hangar within the six (6) month construction period, the Landlord, in its sole and absolute discretion, may extend the construction period upon written request of the Tenant or terminate this Lease of which then the Tenant's deposit provided in Section 5 (1) would be forfeited.

#### 6. ASSIGNMENT

- (1) The Tenant shall not assign this Lease or sublet the whole or any part of the Leased Premises unless they first obtain the consent of the Landlord in writing, which consent shall not unreasonably be withheld and provided the sub-Tenant and/or assignee signs a written acknowledgement that he/she will be bound by the terms, conditions and rules as provided for in this Lease. The Tenant hereby waives its right to the benefit of any present or future Act of the Legislature of Ontario which would permit the Tenant to assign this Lease or sublet the Leased Premises without the Landlord's consent.
- (2) The consent of the Landlord to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting.
- (3) Any consent given by the Landlord to any assignment or other disposition of the Tenant's interest in this Lease or in the Leased Premises shall not relieve the Tenant from its obligations under this lease, including the obligation to pay Rent, Base Rent and Additional Rent as provided for herein.

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- (4) If all or more than 50% of the shares in the Tenant should be sold, assigned or transferred in any manner to a person other than the Tenant, then such transferee shall be bound by the terms and conditions of this Lease.

## 7. USE

- (1) During the Term of this Lease the Leased Premises shall not be used for any purpose other than as an aircraft hangar for the storage, repair and operation of airplanes, without the express consent of the Landlord given in writing. The Tenant shall not construct a new hangar or any other building on the Leased Premises except in accordance to the terms of this Lease.
- (2) The Tenant shall not do or permit to be done at the Leased Premises anything which may:
- (a) contravene any Airport use, standards, or tenant policy as established by the Landlord from time to time;
  - (b) cause damage to the Leased Premises;
  - (c) cause injury or annoyance to occupants of neighbouring premises;
  - (d) make void or voidable any insurance upon the Leased Premises;
  - (e) constitute a breach of any by-law, status, order or regulation of any municipal, provincial or other competent authority relating to the Tillsonburg Airport, the Leased Premises including any septic bed or other property, equipment or appurtenances; and,
  - (f) create an environmental hazard. The Tenant shall not store, allowed to be stored or do anything that creates hazardous waste or toxic material as defined by the Environmental Protection Act or any related or successor legislation. If an order is made by any level of government, including all agencies, crown corporations, municipal bodies, or a court is made as a result of the Tenant's, or its servants, directors, employees, invitees, customers or agents, actions or inaction under this Article or Article 7(2)(e) above or as a result of the septic bed system used by the Tenant then the Tenant shall satisfy the terms of such order including, but not limited to, paying all costs of the work required and shall indemnify and save the Landlord harmless from any costs, including legal costs, if the Landlord suffers any damages or pays any costs associated with such order.
- (3) The Tenant shall:
- (a) not interfere in the use of the Airport or any other use of the Property. The Tenant acknowledges that there are other uses of the Property and it shall not interfere in any other use of the Property. The Tenant further acknowledges that there are other Tenants and users of the Airport and it shall not unreasonably interfere in the use or operation of the Airport in any manner nor shall it do, or allow to be done by any of its invitees, customers, employees or agents, anything that would cause or constitute a nuisance, safety violation or hazard to any other Tenant or any user of the Airport who are acting reasonably;
  - (b) comply with all federal and provincial transportation guidelines, regulations, rules, by-laws, statutes, directives and any other such matter that governs the flight, use or operation of aircraft;
  - (c) not block or obstruct the taxiways or runway and permit the ingress and egress to adjacent hangars, aprons and parking areas;
  - (d) not conduct any major repairs to any motor vehicle of any kind other than an aircraft or any vehicle or machinery ancillary to or connected with aircraft;
  - (e) not perform aircraft repair or maintenance outside of the Leased Premises;
  - (f) not start any aircraft in the Hangar;
  - (g) not store any items on the Leased Premises, surrounding Property or in the Hangar other than aircraft and related aircraft items except as specifically permitted in this agreement;
  - (h) not store any flammable products inside the Hangar or on the Leased Premises with the exception of fuel or necessary aircraft related products;
  - (i) notify the Landlord of any public activities and/or events no less than thirty (30) days before such activity and/or event with approval by the Landlord, in its sole and absolute discretion and such approval not to be unreasonably withheld;
  - (j) comply with all rules and regulations of the Airport and ensure the compliance of all the Tenant's contractors, employees, agents, customers and invitees; and,
  - (k) provide proof of documentation showing current and proper insurance coverage of any aircraft stored inside the Hangar.
- (4) The Tenant covenants and agrees that the Landlord may require the adjustment in the Airport leases and as such may demand the Tenant move the Hangar and the location of the Leased Premises. The Landlord shall compensate the Tenant for any expenses in moving the Hangar as agreed between the Parties.
- (5) The Tenant shall be permitted to construct and maintain one (1) aircraft hangar (the "Works") on the Leased Premises as follows:
- (a) the dimensions of the Hangar shall be 56 feet by 68 feet with one expansion of 14 feet by 55 feet and one expansion of 14 feet by 20 feet for a total floor area of 4858

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- square feet;
  - (b) the style of the Hangar shall be either a pole barn style building or a metal frame building;
  - (c) the siding, siding colour, roof colour, hanger number, and height of the building will be maintained in accordance with current Airport standards as approved by the Landlord;
  - (d) the hangar apron shall be constructed of a hard surface (i.e. asphalt or concrete) with a minimum 300mm (12") structural sub-base to the satisfaction of the Landlord;
  - (e) any construction or renovation shall comply with the construction requirements of the Landlord in its sole and absolute discretion including the construction requirements detailed in Schedule "B" to this Lease and all applicable building code standards and by-laws of the municipality in which the Leased Premises are located and any federal or provincial statutes, rules or regulations;
  - (f) prior to the commencement of construction, the Tenant shall submit, at its sole cost, a site plan and drainage/grading plan which shall include, but not limited to, the information required in this Article 7(5) of this Lease and the proposed floor elevation, which all shall be subject to the approval of the Landlord;
  - (g) the Tenant agrees to maintain the lot grading during and after construction and erection of the Hangar and shall comply with the lot grading and drainage requirements of the Landlord at the sole cost of the Tenant;
  - (h) obtain all necessary permits, as applicable, at the expense of the Tenant; and,
  - (i) the Tenant shall be responsible for and pay the cost of all repair, renovation, and maintenance and nothing in this Lease shall render the Landlord responsible for any such costs.
- (6) The Landlord acknowledges that it has granted access to the Tenant for the Tenant to maneuver its aircraft from the Hangar to the adjacent taxiway and runway of the Airport. Further, the Landlord hereby grants to the Tenant, its successors and assigns, free and uninterrupted access in, over, upon, across or through the Hangar apron area, defined as 109 feet wide and 27 feet from the front of the Hangar to the adjacent taxiway. The Landlord grants to the Tenant the right to enter upon the Hangar apron area at all times and to pass and re-pass thereon as may be required by the Tenant, and its licensees, successors, assigns, servants, agents, employees and contractors including all necessary vehicles, equipment and machinery, from time to time, for the purposes of installing, maintaining, replacing, and reconstructing a suitable surface treatment to the Hangar apron as approved by the Landlord in its sole and absolute discretion. Any cost of installing, removing, maintaining, replacing and/or reconstructing the Hangar apron shall be at the sole expense of the Tenant without contribution of the Landlord. The Tenant covenants that it shall not conduct such work to the Hangar apron without first obtaining the consent of the Landlord and such consent shall not be unreasonably withheld. The Tenant hereby releases the Landlord from any and every claim which may or might arise out of the proper exercise by the Tenant of any of the rights granted herein.


## 8. CONSTRUCTION IMPLEMENTATION SCHEDULE (Not Applicable / Existing Hangar)

- (1) The Tenant hereby undertakes to complete the work herein in accordance with the timeframes set out in the Schedule "C" (the "Construction Schedule"). The Tenant shall submit a proposed construction schedule which shall be subject to amendments and approval by the Landlord and attached hereto as Schedule "C". A variance to the timeframes will only be allowed if approved in writing by the Landlord. Failure to comply may result in the Tenant being in default of this Agreement and the Landlord may seek remedy pursuant to this Agreement.
- (2) The Landlord approved work shall be carried out by the Tenant in a proper and professional manner so as to do as little damage or disturbance as possible to the Airport lands or the Airport's infrastructure. The Tenant shall repair and make good all damage and disturbance that may be caused to the Airport lands or the Airport's infrastructure, to the satisfaction of the Landlord, acting reasonably, at the sole expense of the Tenant.
- (3) During construction, the works to be carried out by the Tenant, shall be maintained in all respects in a state of good repair by the Tenant, including keeping the site in a sound, neat, safe and clean condition to the satisfaction of the Landlord. If the site is not kept in a state of good repair, upon seven (7) business days written notice to the Tenant (or such shorter time as may be required in the case of an emergency or other urgent matters or as otherwise provided herein), the Landlord shall have the right to do any work necessary to fulfill this condition and all costs incurred by the Landlord shall be recovered from the Tenant and may be recovered as Additional Rent.

## 9. REPAIR AND MAINTENANCE

- (1) The Tenant covenants that during the term of this Lease and any renewal thereof, the Tenant shall keep the Leased Premises and Hangar in good condition including all alterations and additions made thereto, and shall, with or without notice, promptly make all needed repairs and all necessary replacements as would a prudent owner. The Tenant shall be responsible for all wear and tear to the Hangar and shall affect all repairs as

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necessary. Save and accept the Landlord's, or its agent's, contractor's and employee's negligence or intentional actions, at no time is the Landlord responsible for any repairs or damage to the Hangar or the Leased Premises.

- (2) The Tenant shall permit the Landlord or a person authorized by the Landlord to enter the Leased Premises including the Hangar to examine the condition thereof and view the state of repair at reasonable times:
  - (a) and if upon such examination repairs are found to be necessary, written notice of the repairs required shall be given to the Tenant by or on behalf of the Landlord and the Tenant shall make the necessary repairs within the time specified in the notice; and,
  - (b) if the Tenant refuses or neglects to keep the Leased Premises including the Hangar in good repair the Landlord may, but shall not be obliged to, make any necessary repairs, and shall be permitted to enter the Leased Premises and Hangar, including by its servants or agents, for the purpose of effecting the repairs without being liable to the Tenant for any loss, damage or inconvenience to the Tenant in connection with the Landlord's entry and repairs. If the Landlord makes such repairs the Tenant shall pay the cost of them immediately as Additional Rent.
- (3) Subject to any renewal, upon the expiry of the Term or other determination of this Lease the Tenant agrees to surrender peaceably the Leased Premises to the Landlord in a state of good repair and subject to the conditions contained in this Article 9(3). The Tenant may remove the Hangar provided the Tenant places the Leased Premises back into a similar condition as it was in prior to the construction of the Hangar even if the construction of the Hangar predated this Lease. At any time during the Term, expiry of the Term, if an Act of Default occurs or upon termination of this Lease if the Tenant is in arrears of any rent whatsoever the Tenant agrees that the Landlord shall be permitted to register such lien on the Hangar under the *Personal Property Security Act* and possession of the Hangar will not be obtained by the Tenant until the lien is paid in full with all accrued interest and legal fees.
- (4) The Tenant shall immediately give written notice to the Landlord of any substantial damage that occurs to the Leased Premises including the Hangar from any cause.
- (5) The Tenant hereby agrees that at no time is the Landlord responsible for any damage, including damage to property or personal injury, as a result of the Tenant's use of the Leased Premises, Airport or Property and the Tenant hereby waives any cause of action in law, equity or by statute as against the Landlord for any loss. The Tenant acknowledges that it shall not institute any claim or make any demand against the Landlord, or anyone that may claim indemnity from the Landlord, for any personal injury or damage to property, including aircraft, as a result of the Tenant's use (including storage) of the Hangar, Airport or Property. The Tenant acknowledges that the use of the Airport, Hangar or Property is at its own risk.
- (6) The Tenant hereby forever releases the Landlord from any and all claims in law, equity or by statute as a result of any intentional or negligent acts of any other Tenant and/or user of the Property and/or Airport, or their agents, contractors, invitees, customers or employees that may cause death, personal injury or property loss to the Tenant or its agents, customers, employees, contractors or invitees.

## 10. ALTERATIONS AND ADDITIONS

- (1) If the Tenant, during the Term of this Lease or any renewal of the Lease, desires to make any alterations or additions to the Leased Premises, including but not limited to; erecting partitions, attaching equipment, and installing necessary furnishings or additional equipment of the Tenant's business but not including erecting a new hangar or any other accessory building, the Tenant may do so at his own expense provided that any and all alterations or additions to the Leased Premises made by the Tenant must comply with any requirement of the Landlord including Schedule "B" and all applicable building code standards and by-laws of the municipality in which the Leased Premises are located and any federal or provincial statutes, rules or regulations.
- (2) The Tenant shall pay Rent at the rate prescribed in paragraph 3 above based upon the area of the Hangar subsequent to any addition or alteration.
- (3) The Tenant shall be responsible for and pay the cost of any alterations, additions, installations or improvements that any governing authority, municipal, provincial or otherwise, may require to be made in, on or to the Leased Premises.
- (4) No sign, advertisement or notice shall be inscribed, painted or affixed by the Tenant, or any other person on the Tenant's behalf, on any part of the outside of the Hangar unless it is located along the facade of the Hangar's front and provided it complies with the Landlord's signage requirements and with all applicable laws, by-laws and regulations and is in good workmanlike manner. No other sign, advertisement or notice shall be erected unless it has been approved in every respect by the Landlord in writing.

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- (5) The Tenant agrees, at its own expense and by whatever means may be necessary, immediately to obtain the release or discharge of any encumbrance that may be registered against the Landlord's property in connection with any additions or alterations to the Leased Premises made by the Tenant or in connection with any other activity of the Tenant.
- (6) The Tenant shall, at his own expense, if requested by the Landlord, remove any or all additions or improvements made by the Tenant to the Leased Premises during the Term and shall repair all damage caused by the installation or the removal or both.
- (7) The Tenant shall not bring onto the Leased Premises or any part of the Leased Premises any machinery, equipment or any other thing that might in the opinion of the Landlord, by reason of its hazardous nature, weight, size or use, damage the Leased Premises or the Property. If the Leased Premises or Property are damaged the Tenant shall restore the Leased Premises or Property immediately or pay to the Landlord the cost of restoring the Leased Premises or Property.

## 11. INSURANCE

- (1) The Tenant covenants to keep the Landlord indemnified and save harmless the Landlord at all times against all claims, suits, procedures, actions and demands (including but not limited to all legal costs) whatsoever and howsoever arising by any person, entity or corporation whether in respect of damage, loss or death to person or property, arising out of or occasioned by the maintenance, use or occupancy of the Leased Premises, Airport and Property or the subletting or assignment of same or any part thereof. And the Tenant further covenants to indemnify the Landlord with respect to any encumbrance on or damage to the Leased Premises occasioned by or arising from the act, default, or negligence of the Tenant, its officers, agents, servants, employees, contractors, customers, invitees or licensees. The Tenant agrees that the foregoing indemnity shall survive the termination of this Lease notwithstanding any provisions of the Lease to the contrary.
- (2) The Tenant shall carry insurance in its own name insuring against the risk of damage to the Tenant's property and the Hangar within the Leased Premises caused by fire or other perils.
- (3) The Tenant shall carry such general liability and property damage insurance including personal injury and property damage coverage with at least two million (\$2,000,000.00) dollars in limits of each occurrence with respect to the Leased Premises and Tenant's occupation of the Leased Premises. Such insurance policy shall contain no airport site exclusion.
- (4) All insurance policies in this Section 11 including this Article shall name the Landlord, where applicable, as an insured and loss payee and the policy shall include a cross-liability endorsement. All policies shall be applicable as primary insurance, taking precedence over any other insurance protection owned by the Landlord. The Tenant shall insure that each insurance policy contains a waiver of subrogation rights which the insurer may have against the Landlord and the persons for whom is legally responsible.
- (5) Upon demand of the Landlord, the Tenant shall provide a copy of any and all policies of insurance including renewals and terms of such policies to the Landlord. If any policy of insurance is canceled the Tenant shall inform the Landlord without delay of such cancellation and shall obtain a replacement policy without delay on the same terms as set out in this Section 11. Under no circumstances shall delivery of and review by the Landlord of any certificate set forth or any insurance policy or any other proof of existence of the insurance coverage release the Tenant of its obligations to take out insurance in strict compliance with the present provisions or constitute a waiver in favour of the Tenant of any of the Landlord's rights.

## 12. ACTS OF DEFAULT AND LANDLORD'S REMEDIES

- (1) An Act of Default has occurred when:
  - (a) the Tenant has failed to pay Rent for a period of 45 consecutive days from the date that payment was required to be paid to the Landlord;
  - (b) the Tenant has breached its covenants or failed to perform any of its obligations under this Lease for a period of 45 consecutive days and:
    - (i) the Landlord has given ten (10) days' notice specifying the nature of the default and the steps required to correct it; and,
    - (ii) the Tenant has failed to correct the default as required by the notice;
  - (c) the Tenant has:
    - (i) become bankrupt or insolvent or made an assignment for the benefit of creditors;

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- (ii) had its property seized or attached in satisfaction of a judgment;
  - (iii) had a receiver appointed;
  - (iv) committed any act or neglected to do anything with the result that a Construction Lien or other encumbrance is registered against the Landlord's property; or,
  - (v) taken action with a view to dissolution or liquidation;
- (d) any required insurance policy is cancelled or not renewed by reason of the use or occupation of the Leased Premises, or by reason of non-payment of premiums;
- (e) the Leased Premises:
- (i) has become vacant or remain unoccupied for a period of 180 consecutive days. For the purposes of this section the Parties agree that the terms "vacant and "unoccupied" shall mean no use or utilization of the Hangar and/or no storage of necessary tools, implements or equipment in the Hangar; or,
  - (ii) is used by any other person or persons, or for any other purpose than as provided for in this Lease without the written consent of the Landlord;
- (f) failure to install or remedy faulty work,
- if, in the opinion of the Landlord the Tenant:
- i. is not proceeding or causing to be proceeded the works required in connection with this Agreement within thirty (30) days' of notice given; or
  - ii. is improperly performing the works; or
  - iii. has neglected or abandoned before the completion, or unreasonably delayed the same, so that conditions of this Agreement are being violated or carelessly executed or being carried out in bad faith; or
  - iv. has neglected or refused to renew or again perform such work as may be rejected by the Landlord as defective or unsuitable; or
  - v. has defaulted performance of the terms and conditions of this agreement;

then, in any such instance, the Landlord shall promptly notify the Tenant, in writing, of such default or neglect and if such notification be without effect within ten (10) business days after such notice, the Landlord shall thereupon have full authority and power to purchase materials and employ workers and machines for the proper completion of the works at the cost and expense of the Tenant. The cost of such work shall be calculated by the Landlord whose decision shall be final and be paid to the Landlord by the Tenant on demand. Should payment not be received following the issuance of an invoice from the Landlord, the Landlord shall collect same as Additional Rent in addition to any other remedy available to the Landlord.

It is further understood and agreed between the parties hereto that such entry upon the Premise shall be as an agent for the Tenant and shall not be deemed, for any purposes whatsoever, as an acceptance of the works by the Landlord.

- (2) When an Act of Default on the part of the Tenant has occurred:
- (a) the current year's Rent together with the next years' Rent shall become due and payable immediately; and,
  - (b) the Landlord shall have the right to terminate this Lease and to re-enter the Leased Premises and deal with them as it may choose.
- (3) If, because an Act of Default has occurred, the Landlord exercises its right to terminate this Lease and re-enter the Leased Premises prior to the end of the Term, the Tenant shall nevertheless be liable for payment of Rent and all other amounts payable by the Tenant in accordance with the provisions of the Lease until the Landlord has re-let the Leased Premises or otherwise dealt with the Leased Premises in such manner that the cessation of payments by the Tenant will not result in loss to the Landlord and the Tenant agrees to be liable to the Landlord, until the end of the Term of this Lease for payment of any difference between the amount of Rent hereby agreed to be paid for the Term hereby granted and the Rent any new Tenant pays to the Landlord.
- (4) If when an Act of Default has occurred, the Landlord chooses not to terminate the Lease and re-enter the Leased Premises, the Landlord shall have the right to take any and all necessary steps to rectify any or all Acts of Default of the Tenant and to charge the costs of such rectification to the Tenant and to recover the costs as Rent.
- (5) If, when an Act of Default has occurred, the Landlord chooses to waive its right to exercise the remedies available to it under this Lease or at law the waiver shall not constitute condonation of the Act of Default, nor shall the waiver be pleaded as an estoppel against the Landlord to prevent his exercising his remedies with respect to a subsequent Act of Default. No covenant, term, or condition of this Lease shall be deemed to have been waived by the Landlord unless the waiver is in writing and signed by the Landlord.

### 13. TERMINATION UPON NOTICE AND AT END OF TERM

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- (1) If the Leased Premises and/or Property are subject to an Agreement of Purchase and Sale:
- (a) The Landlord shall have the right to terminate this Lease, notwithstanding that the Term has not expired, by giving ninety (90) days' notice (the "Notice") in writing to the Tenant and, at the Tenant's option, the Landlord shall pay to the Tenant the fair market value for the Hangar or the Tenant agrees to remove the Hangar and comply with Articles 9(3) and 10(5) of this Lease. Upon expiry of the Notice the Tenant shall provide vacant possession of the Leased Premises provided the Landlord pays to the Tenant a bonus of \$500.00. For the purposes of this Article and Articles 13(3) and 13(4) fair market value shall be determined as of the date of the issuing of the Notice.
- (2) If the Tenant remains in possession of the Leased Premises after termination of this Lease as aforesaid and if the Landlord then accepts Rent for the Leased Premises from the Tenant, it is agreed that such overholding by the Tenant and acceptance of Rent by the Landlord shall create a monthly tenancy only but the tenancy shall remain subject to all the terms and conditions of this Lease except those regarding the Term. The Parties agree that if the Term is not renewed then upon expiry of the Term or if the Tenant is an overholding tenant then either Party may terminate the lease upon sixty (60) days written notice to the other party and the Tenant shall comply with Articles 9(3) and 10(5) of this Lease.
- (3) Other than a termination of this Lease in accordance with Article 13(1) of this Lease, the Landlord shall, at any time and notwithstanding that the Term has not expired, have the unqualified right to terminate this Lease upon one year's prior written notification (the "Notice") if the Leased Premises are required for any reason or purpose of the Landlord in which event the Landlord shall pay to the Tenant the fair market value for the Hangar, if erected by the Tenant, unless the Tenant agrees to remove the Hangar and comply with Articles 6(3) and 7(5) of this Lease, and the Tenant shall provide such vacant possession upon the expiry of the Notice provided the Landlord pays to the Tenant a bonus of \$500.00.
- (4) The Parties agree that it is their mutual intention that at the end of the Term of this Lease the lease shall be renewed upon such conditions and terms as agreed between the Parties. The Parties further agree that although it is their mutual intention to renew the lease nevertheless either party may decide not to renew the lease for any reason. The Parties acknowledge that upon such renewal all terms and conditions shall be negotiated between the Parties. If the Parties do not renew this Lease then the Parties agree that the Landlord shall be granted the Right of First Refusal to purchase the Hangar (the "Option"). The Tenant covenants that it will not sell the Hangar, or any part thereof, to any person, firm or corporation, without first providing the Landlord to exercise its Option as set out in the terms of this paragraph. Upon the Tenant receiving a bona fide offer in writing (the "Third Party Offer") the Tenant shall deliver to the Airport Office, 244411 Airport Road, Township of South-West Oxford, Ontario, a copy of the Third Party Offer and the Landlord shall have twenty business days (the "Notice Period") from the date of receipt of the Third Party Offer to exercise the Option to match the Third Party Offer. If the Landlord exercises its option in the Notice Period then it must inform the Tenant at the Property in writing that it will purchase the Tenant's interest in the Hangar on the same terms and conditions, or more favourable terms to the Tenant at the Landlord's discretion, as contained in the Third Party Offer (the "Landlord's Offer"). If the Landlord exercises its Option in the Notice Period then the Tenant must sell the Hangar to the Landlord upon the terms and conditions as contained in the Landlord's Offer. If the Landlord does not exercise its option in the Notice Period then the Tenant shall be at liberty to accept the Third Party Offer provided that there are no modifications to the Third Party Offer. If any modifications are made to the Third Party Offer then the Landlord shall be permitted to exercise its option pursuant to the terms of this paragraph. For the purpose of this paragraph, if the Tenant is a corporation, the word "sell", in addition to its ordinary meaning, shall be deemed to mean and include a sale or disposition of the corporate shareholding of the Tenant by the person or persons who, at the date of the commencement of the lease holds or hold a majority of the corporate shares. Subject to the conditions contained in Article 4 of this Agreement, the Parties agree that prior to the expiry of this Lease if the Tenant seeks to assign this Lease to a third party then the Landlord will agree to examine a proposal to extend the term of this Lease however nothing in this paragraph shall require the Landlord to accept any amendment of the term or new term.

#### 14. ACKNOWLEDGMENT BY TENANT

- (1) The Tenant agrees that it will at any time or times during the Term, upon being given at least forty-eight (48) hours prior written notice, execute and deliver to the Landlord a statement in writing certifying:
- (a) that this Lease is unmodified and is in full force and effect (or if modified stating the modifications and confirming that the Lease is in full force and effect as modified);
- (b) the amount of Rent being paid;
- (c) the dates to which Rent has been paid;

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- (d) other charges payable under this Lease which have been paid;
- (e) particulars of any prepayment of Rent or security deposits; and,
- (f) particulars of any sub tenancies.

## 15. SUBORDINATION AND POSTPONEMENT

- (1) This Lease and all the rights of the Tenant under this Lease are subject and subordinate to any and all charges against the land, buildings or improvements of which the Leased Premises form part, whether the charge is in the nature of a mortgage, trust deed, lien or any other form of charge arising from the financing or re-financing, including extensions or renewals, of the Landlord's interest in the Property.
- (2) Upon the request of the Landlord the Tenant will execute any form required to subordinate this Lease and the Tenant's rights to any such charge, and will, if required, attorn to the holder of the charge.
- (3) No subordination by the Tenant shall have the effect of permitting the holder of any charge to disturb the occupation and possession of the Leased Premises by the Tenant as long as the Tenant performs his obligations under this Lease.

## 16. RULES AND REGULATIONS

The Tenant agrees on behalf of itself and all persons entering the Leased Premises with the Tenant's authority or permission to abide by such reasonable rules, standards and regulations of the Airport and/or Property which shall form part of this Lease and as the Landlord may make and/or amend from time to time.

## 17. NOTICE

- (1) Any notice required or permitted to be given by one party to the other pursuant to the terms of this Lease may be given

To the Landlord at:

Tillsonburg Regional Airport  
Attn: Airport Administrator  
244411 Airport Rd  
South-West Oxford, ON, N4G 4H1  
airportattendants@tillsonburg.ca

To the Tenant at the Leased Premises or at:

1467246 Ontario Inc  
244779 Milldale Rd, Otterville, Ont, N0J1R0  
Phone: 519-694-4435  
Email: [geoff@tailwindaviation.ca](mailto:geoff@tailwindaviation.ca)  
Attention: Geoff Lee

- (2) The above addresses may be changed at any time by giving ten (10) days written notice.
- (3) Any notice given by one party to the other in accordance with the provisions of this Lease shall be deemed conclusively to have been received on the date delivered if the notice is served personally or seventy-two (72) hours after mailing if the notice is mailed.

## 18. REGISTRATION

The Tenant shall not at any time register notice of or a copy of this Lease on title to the Property of which the Leased Premises form part without consent of the Landlord.

## 19. INTERPRETATION

- (1) The words importing the singular number only shall include the plural, and vice versa, and words importing the masculine, feminine or neutral gender shall include the other genders, and words importing persons shall include firms and corporations and vice versa.
- (2) Unless the context otherwise requires, the word "Landlord" and the word "Tenant" wherever used herein shall be construed to include the executors, administrators, successors and assigns of the Landlord and Tenant, respectively.
- (3) When there are two or more Tenants bound by the same covenants herein contained, their obligations shall be joint and several.

## 20. MISCELLANEOUS

- (1) Unless otherwise stipulated, parking, if applicable, in the common parking area shall be in

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common and unreserved.

- (2) If a dispute should arise between the Parties in the interpretation of this Agreement then both parties agree that such dispute shall be referred to binding arbitration and be bound by the result of such arbitration. The terms, form and procedure of the arbitration shall be in accordance with the *Arbitration Act* or any successor legislation. The parties further agree that the arbitrator shall be jointly chosen and the arbitrator shall have the ability to award costs of the arbitration. This clause shall not apply if the Tenant is in default under the terms of the Lease which include but are not limited to:
- (a) its obligations to pay Rent, Base Rent and/or Additional Rent;
  - (b) non-repair or maintenance of the Leased Premises;
  - (c) subleased the Leased Premises without the authorization of the Landlord, acting reasonably;
  - (d) changed its use of the Leased Premises; or,
  - (e) used the Leased Premises in any manner contrary to Article 7.
- (3) In the event that any clause herein should be unenforceable or be declared invalid for any reason whatsoever, such enforce ability or invalidity shall not affect the enforce ability or validity of the remaining portions of the covenants and such unenforceable or invalid portions shall be severable from the remainder of this Lease.
- (4) This Lease shall be construed and enforced in accordance with the laws of the Province of Ontario. Any proceeding shall be brought at the City of Woodstock in the County of Oxford, Ontario.
- (5) The Tenant hereby agrees that it has had an opportunity to review the terms of this Lease and seek independent legal advice.
- (6) Should any provision of this Lease require judicial interpretation or arbitration, it is agreed that the court or arbitrator interpreting or construing the same shall not apply a presumption that the terms thereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it be agreed that both parties have participated in the preparation hereof.
- (7) This Lease and it's schedules constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements between the Parties in connection with the subject matter hereof, except as specifically set forth herein. No supplement, modification, waiver or termination of this Lease shall be binding unless executed in writing by the Parties.
- (8) The Tenant agrees that it has not relied upon any representation, promise or warranty of the Landlord with respect to the condition of the Leased Premises, Hangar or any representation or promise of the Landlord to repair, renovate or otherwise alter the Leased Premises in any manner prior to or after commencement of the Term. The Parties agree that the Leased Premises are being offered to the Tenant in an "as is" condition. The Tenant shall not call on or demand the Landlord to perform any repairs or renovations prior to or after it obtains possession. The Tenant acknowledges that it has performed its own due diligence in establishing the state of repair of the Leased Premises including the Hangar.

In Witness of the foregoing covenants the Landlord and the Tenant have executed this Lease.

\_\_\_\_\_  
Landlord  
Stephen Molnar, Mayor  
The Corporation of the Town of Tillsonburg

\_\_\_\_\_  
Landlord  
Michelle Smibert, Clerk  
The Corporation of the Town of Tillsonburg  
We have authority to bind the Corporation.

Landlord's Initials \_\_\_\_\_

Tenant's Initials GL

R. in La  
Witness

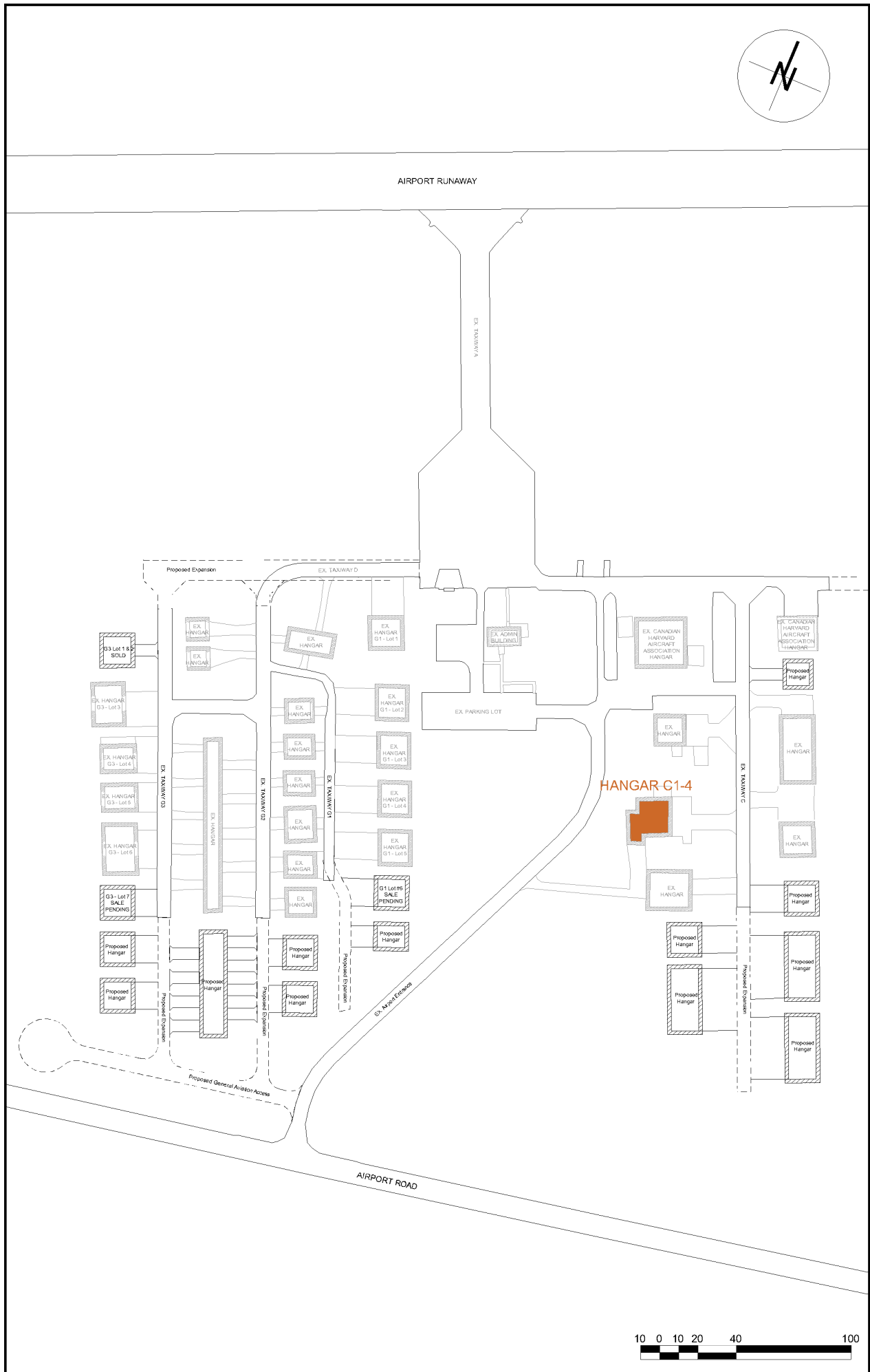
WFL  
Tenant  
1467246 Ontario Inc  
Per: Geoff Lee  
I have authority to bind the corporation.

Landlord's Initials \_\_\_\_\_

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## Schedule “A”

## THE “LEASED PREMISES” HANGAR C1-4



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**SCHEDULE “B” (Not Applicable / Existing Hangar)**  
**CONSTRUCTION REQUIREMENTS**

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**SCHEDULE “C” (Not Applicable / Existing Hangar)**  
**CONSTRUCTION SCHEDULE**

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**THE CORPORATION OF THE TOWN OF TILLSONBURG**

**BY-LAW 2021-\_\_\_\_**

**A BY-LAW to enter into an airport hangar land lease agreement with 1467246 Ontario Inc and to repeal By-Law 3374.**

**WHEREAS** the Corporation of the Town of Tillsonburg is desirous of entering into an airport hangar land lease agreement with 1467246 Ontario Inc for Taxiway G2-6 at the Tillsonburg Regional Airport.

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

1. That the lease agreement attached hereto forms part of this by-law;
2. That the Mayor and Clerk be hereby authorized to execute the attached lease agreement on behalf of the Corporation of the Town of Tillsonburg.
3. That By-Law 3374 are hereby repealed in its entirety.
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 25th day of OCTOBER, 2021.**

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

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MAYOR – Stephen Molnar

---

CLERK – Michelle Smibert

TILLSONBURG AIRPORT HANGAR LEASE

This Lease is made this 25 day of October, 2021 (the “Effective Date”).

B E T W E E N

THE CORPORATION OF THE TOWN OF TILLSONBURG

(the “Landlord”)

- and –

1467246 Ontario Inc  
244779 Milldale Rd, Otterville, Ont, N0J1R0  
Attention: Geoff Lee

(the “Tenant”)

**WHEREAS** the Landlord owns all and singular that certain parcel or tract of land and premises situated, lying and being in the Township of South West Oxford in the County of Oxford, being comprised of:

PT LT 3-4 CON 7 DEREHAM; LT 5-6 CON 7 DEREHAM; PT LT 7 CON 7 DEREHAM PT 1, 2, 3, 4 & 5, 41R2877, PT 2 & 3, 41R2714, PT 1, 2 & 3, 41R4343, PT 1, 2, 3 & 4, 41R4545; S/T 406551; SOUTH-WEST OXFORD;

PIN: 00016-0089 (LT); LRO #41;

municipal address being 244411 Airport Road, Tillsonburg, ON N4G 4H1;

referred to herein as the “Property”, the “Airport” or the “Tillsonburg Airport” upon which is located the Tillsonburg Airport which is owned and operated by the Landlord.

In consideration of the covenants, agreements, warranties and payments herein set forth and provided for, the sum of two dollars (\$2.00) paid by each party to the other and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto respectively covenant and agree as follows:

1. LEASED PREMISES

- (1) The Leased Premises shall consist of a portion of the Tillsonburg Airport identified as Hangar G2-6 on the plan attached as Schedule “A”, being the area upon which the Tenant’s airplane hangar shall be located plus one (1) metre of land extended beyond the exterior perimeter of the Tenant’s airplane hangar building (the “Leased Premises”).
- (2) Notwithstanding the above, the Landlord reserves the right to assign an alternate lot to the Tenant on thirty (30) days’ written notice at any time prior to the commencement of construction of the Tenant’s hangar.
- (3) The Landlord covenants and agrees to the construction by the Tenant of an airplane hangar on the Leased Premises being a Hangar, (the “Hangar”) subject to the provisions of Schedule “B”. The Tenant shall complete the construction of the Hangar at its sole cost and expense.
- (4) The Landlord covenants and agrees that the Hangar on the Leased Premises is not owned by the Landlord but is owned by the Tenant.

2. GRANT OF LEASE

- (1) The Landlord leases the Leased Premises to the Tenant:
  - (a) at the Rent set forth in Section 3;
  - (b) for the Term set forth in Section 4; and
  - (c) subject to the conditions and in accordance with the covenants, obligations and agreements herein including schedules.
- (2) The Landlord covenants that it has the right to grant the leasehold interest in the Leased Premises free from encumbrances except as disclosed on title.

3. RENT

- (1) Rent means the amounts payable by the Tenant to the Landlord pursuant to this Section and includes Additional Rent.
- (2) The Tenant covenants to pay to the Landlord, during the Term of this Lease rent as follows (the “Base Rent”): for every year of the Term, the total sum of \$705.6 per annum (based upon \$0.30 per square foot of Hangar building area) plus H.S.T., and any other applicable

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services tax which may accrue on account of the Landlord collecting rent, payable yearly in advance. Base Rent shall commence on the first day of the Term. If the first day of the Term is not January 1<sup>st</sup> then Base Rent for the first year of the term shall be prorated until December 31 of the initial year. Base Rent shall then be due on 1<sup>st</sup> day of the year commencing on January 1<sup>st</sup>, 2022 and every 1<sup>st</sup> day of January thereafter. The Parties further agree that the Landlord may, in their sole and absolute discretion, increase the Base Rent annually in accordance with the Town of Tillsonburg Rates and Fees Bylaw, as amended. If the square footage of the Hangar on the Leased Premises expands then the Base Rent shall accordingly increase in proportion to the additional square footage.

- (3) The Tenant further covenants to pay all other sums required by this Lease to be paid by it and agrees that all amounts payable by the Tenant to the Landlord or to any other party pursuant to the provisions of this Lease shall be deemed to be additional rent ("Additional Rent") whether or not specifically designated as such in this Lease.
- (4) The Landlord and the Tenant agree that it is their mutual intention that this Lease shall be a completely carefree net lease for the Landlord and that the Landlord shall not, during the Term of this Lease, be required to make any payments in respect the Leased Premises other than charges of a kind personal to the Landlord (such as income and estate taxes and mortgage payments) and to effect the said intention of the parties the Tenant promises:
  - (a) to pay as Additional Rent: business taxes, real estate taxes and licenses if applicable;
  - (b) to pay all annual fees in accordance with the Town of Tillsonburg Rates and Fees Bylaw, as amended, as Additional Rent for such expenses incurred by the Landlord for the maintenance and servicing of the Airport; and,
  - (c) to pay the Landlord a one-time capital recovery charge, based on actuals, for the Landlord to construct the associated hangar apron, if applicable; and,
  - (d) to pay for or provide servicing and maintaining the Leased Premises and the Hangar and shall include the following:
    - (i) all utilities and services including, but not limited to, electricity, water, sewage, natural gas and propane. The Tenant acknowledges that connection fees for utilities and services are entirely at the Tenant's cost. Further, the Tenant acknowledges that nothing in this Lease, including in this article, is a warranty, covenant or representation by the Landlord to provide connections, utilities or services to the Leased Premises or that the services or utilities can be extended to the Leased Premises;
    - (ii) snow removal and landscaping on the Leased Premises including cutting the grass and weed control of the Leased Premises including the one (1) metre area around the perimeter of the Hangar;
    - (iii) all repair, service and maintenance to the Hangar including reasonable wear and tear; and,
    - (iv) to pay airport infrastructure fees in accordance with the Town of Tillsonburg Rates and Fees Bylaw, as amended.
- (5) The Tenant hereby agrees to indemnify and protect the Landlord from any liability accruing to the Landlord in respect of the expenses payable by the Tenant as provided for herein.
  - (i) The Tenant on behalf of itself/himself/herself/themselves, its/his/her/their heirs, executors, administrators and assigns, including its/his/her/their successors in title, hereby covenants and agrees to indemnify and save harmless the Landlord from all actions, cause of actions, suits, claims, demands, damages, losses, costs, charges and expenses of every nature and kind whatsoever by whomsoever make brought or prosecuted, including legal fees, which the Landlord may incur or have to pay, which may arise either directly or indirectly by reason of any activity, actions, performance, negligence or non-performance of the Tenant, its employees, servants, agents, contractors, subcontractors, architect, landscape architect, engineer, surveyor, planner, consultant, project manager or any other person the Tenant is responsible for at law during the duration of this Agreement; in executing the Works under this Agreement; by reason of installation of any Works required under this Agreement; by the failure of the Tenant to complete the installation of the Works required under this Agreement; because of or on account of the ownership, construction, use existence, or maintenance of the property described in the Agreement; by the exercise of the Tenant's powers under this Agreement; the construction, maintenance or the improper or inadequate construction, installation and/or maintenance of the Works; any act or omission of said parties while undertaking the Works; or by reason of the neglect of the Tenant or its employees, servants, agents, contractors, subcontractors or others for whom the Tenant is responsible at law.
  - (ii) Without limiting the generality of the foregoing, the Tenant agrees to indemnify and save harmless the Landlord for any issues related to the alteration of any grade or existing level construction, the maintenance or repair of any taxiway within the Airport, or by reason of the failure, neglect or omission of the Tenant

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to do anything agreed to be done pursuant to this Agreement or by reason of any act or omission of the Tenant, including failure of the Tenant to comply with the *Construction Act*.

- (6) Additional Rent shall be payable yearly in advance on the same dates stipulated for payment of Base Rent in Section 3 (2).
- (7) All payments to be made by the Tenant pursuant to this Lease are to be in Canadian funds by bank draft, money order or cheque payable to the Landlord and shall be delivered to the Landlord at the Landlord's address for service set out in Section 17 or to such other place as the Landlord may from time to time direct in writing.
- (8) All Rent in arrears and all sums paid by the Landlord for expenses incurred which should have been paid by the Tenant shall bear interest from the date payment was due, or made, or expense incurred at a rate per annum equal to the prime commercial lending rate of the Landlord's bank plus two (2) per cent.
- (9) The Tenant acknowledges and agrees that the payments of Rent and Additional Rent provided for in this Lease shall be made without any deduction for any reason whatsoever unless expressly allowed by the terms of this Lease or agreed to by the Landlord in writing and no partial payment by the Tenant which is accepted by the Landlord shall be considered as other than a partial payment on account of Rent owing and shall not prejudice the Landlord's right to recover any Rent owing.

#### 4. TERMS AND POSSESSION

- (1) The Tenant shall have possession of the Leased Premises for a period of twenty years, ten months (the "Term"), commencing on the October 25, 2021 and ending on the 1<sup>st</sup> day of January, 2042.
- (2) The Tenant shall pay any and all connection costs for hydro, gas, water, heating, air-conditioning and for all other services and utilities as may be provided to the Leased Premises. The Tenant shall arrange with the local authority for connection of gas, electricity and water in the name of the Tenant. Nothing in this paragraph or lease is a warranty or representation by the Landlord that any utilities or services are extended to the Leased Premises or can be extended to the Leased Premises.
- (3) Subject to the Landlord's rights under this Lease, and as long as the Tenant is in good standing, the Landlord covenants that the Tenant shall have quiet enjoyment of the Leased Premises during the Term of this Lease without any interruption or disturbance from the Landlord or any other person or persons lawfully claiming through the Landlord.

#### 5. ABATEMENT OF RENT DURING CONSTRUCTION

- (1) So long as the Lease has been fully executed, the Tenant has provided the Landlord with proof of the Tenants insurance, and the Tenant has paid the first and last month's Rent to be held as a deposit, the Landlord shall provide the Tenant with possession of the Leased Premises for a period of up to six (6) months commencing on the Effective Date for the purposes of constructing the Hangar on the Leased Premises. All terms of the Lease shall be applicable from the Effective Date save and except for the payment of Rent, Base Rent and Additional Rent which shall be payable as of the first day of the month of occupancy of the Hangar or the expiry of the six (6) month construction period whichever occurs first.
- (2) In the event the Tenant has not completed construction of the Hangar within the six (6) month construction period, the Landlord, in its sole and absolute discretion, may extend the construction period upon written request of the Tenant or terminate this Lease of which then the Tenant's deposit provided in Section 5 (1) would be forfeited.

#### 6. ASSIGNMENT

- (1) The Tenant shall not assign this Lease or sublet the whole or any part of the Leased Premises unless they first obtain the consent of the Landlord in writing, which consent shall not unreasonably be withheld and provided the sub-Tenant and/or assignee signs a written acknowledgement that he/she will be bound by the terms, conditions and rules as provided for in this Lease. The Tenant hereby waives its right to the benefit of any present or future Act of the Legislature of Ontario which would permit the Tenant to assign this Lease or sublet the Leased Premises without the Landlord's consent.
- (2) The consent of the Landlord to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting.
- (3) Any consent given by the Landlord to any assignment or other disposition of the Tenant's interest in this Lease or in the Leased Premises shall not relieve the Tenant from its obligations under this lease, including the obligation to pay Rent, Base Rent and Additional Rent as provided for herein.

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- (4) If all or more than 50% of the shares in the Tenant should be sold, assigned or transferred in any manner to a person other than the Tenant, then such transferee shall be bound by the terms and conditions of this Lease.

## 7. USE

- (1) During the Term of this Lease the Leased Premises shall not be used for any purpose other than as an aircraft hangar for the storage, repair and operation of airplanes, without the express consent of the Landlord given in writing. The Tenant shall not construct a new hangar or any other building on the Leased Premises except in accordance to the terms of this Lease.
- (2) The Tenant shall not do or permit to be done at the Leased Premises anything which may:
- (a) contravene any Airport use, standards, or tenant policy as established by the Landlord from time to time;
  - (b) cause damage to the Leased Premises;
  - (c) cause injury or annoyance to occupants of neighbouring premises;
  - (d) make void or voidable any insurance upon the Leased Premises;
  - (e) constitute a breach of any by-law, status, order or regulation of any municipal, provincial or other competent authority relating to the Tillsonburg Airport, the Leased Premises including any septic bed or other property, equipment or appurtenances; and,
  - (f) create an environmental hazard. The Tenant shall not store, allowed to be stored or do anything that creates hazardous waste or toxic material as defined by the Environmental Protection Act or any related or successor legislation. If an order is made by any level of government, including all agencies, crown corporations, municipal bodies, or a court is made as a result of the Tenant's, or its servants, directors, employees, invitees, customers or agents, actions or inaction under this Article or Article 7(2)(e) above or as a result of the septic bed system used by the Tenant then the Tenant shall satisfy the terms of such order including, but not limited to, paying all costs of the work required and shall indemnify and save the Landlord harmless from any costs, including legal costs, if the Landlord suffers any damages or pays any costs associated with such order.
- (3) The Tenant shall:
- (a) not interfere in the use of the Airport or any other use of the Property. The Tenant acknowledges that there are other uses of the Property and it shall not interfere in any other use of the Property. The Tenant further acknowledges that there are other Tenants and users of the Airport and it shall not unreasonably interfere in the use or operation of the Airport in any manner nor shall it do, or allow to be done by any of its invitees, customers, employees or agents, anything that would cause or constitute a nuisance, safety violation or hazard to any other Tenant or any user of the Airport who are acting reasonably;
  - (b) comply with all federal and provincial transportation guidelines, regulations, rules, by-laws, statutes, directives and any other such matter that governs the flight, use or operation of aircraft;
  - (c) not block or obstruct the taxiways or runway and permit the ingress and egress to adjacent hangars, aprons and parking areas;
  - (d) not conduct any major repairs to any motor vehicle of any kind other than an aircraft or any vehicle or machinery ancillary to or connected with aircraft;
  - (e) not perform aircraft repair or maintenance outside of the Leased Premises;
  - (f) not start any aircraft in the Hangar;
  - (g) not store any items on the Leased Premises, surrounding Property or in the Hangar other than aircraft and related aircraft items except as specifically permitted in this agreement;
  - (h) not store any flammable products inside the Hangar or on the Leased Premises with the exception of fuel or necessary aircraft related products;
  - (i) notify the Landlord of any public activities and/or events no less than thirty (30) days before such activity and/or event with approval by the Landlord, in its sole and absolute discretion and such approval not to be unreasonably withheld;
  - (j) comply with all rules and regulations of the Airport and ensure the compliance of all the Tenant's contractors, employees, agents, customers and invitees; and,
  - (k) provide proof of documentation showing current and proper insurance coverage of any aircraft stored inside the Hangar.
- (4) The Tenant covenants and agrees that the Landlord may require the adjustment in the Airport leases and as such may demand the Tenant move the Hangar and the location of the Leased Premises. The Landlord shall compensate the Tenant for any expenses in moving the Hangar as agreed between the Parties.
- (5) The Tenant shall be permitted to construct and maintain one (1) aircraft hangar (the "Works") on the Leased Premises as follows:
- (a) the dimensions of the Hangar shall be 42 feet by 56 feet for a total floor area of 2352 square feet;

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- (b) the style of the Hangar shall be either a pole barn style building or a metal frame building;
  - (c) the siding, siding colour, roof colour, hanger number, and height of the building will be maintained in accordance with current Airport standards as approved by the Landlord;
  - (d) the hangar apron shall be constructed of a hard surface (i.e. asphalt or concrete) with a minimum 300mm (12") structural sub-base to the satisfaction of the Landlord;
  - (e) any construction or renovation shall comply with the construction requirements of the Landlord in its sole and absolute discretion including the construction requirements detailed in Schedule "B" to this Lease and all applicable building code standards and by-laws of the municipality in which the Leased Premises are located and any federal or provincial statutes, rules or regulations;
  - (f) prior to the commencement of construction, the Tenant shall submit, at its sole cost, a site plan and drainage/grading plan which shall include, but not limited to, the information required in this Article 7(5) of this Lease and the proposed floor elevation, which all shall be subject to the approval of the Landlord;
  - (g) the Tenant agrees to maintain the lot grading during and after construction and erection of the Hangar and shall comply with the lot grading and drainage requirements of the Landlord at the sole cost of the Tenant;
  - (h) obtain all necessary permits, as applicable, at the expense of the Tenant; and,
  - (i) the Tenant shall be responsible for and pay the cost of all repair, renovation, and maintenance and nothing in this Lease shall render the Landlord responsible for any such costs.
- (6) The Landlord acknowledges that it has granted access to the Tenant for the Tenant to maneuver its aircraft from the Hangar to the adjacent taxiway and runway of the Airport. Further, the Landlord hereby grants to the Tenant, its successors and assigns, free and uninterrupted access in, over, upon, across or through the Hangar apron area, defined as 14 feet wide and 26 feet from the front of the Hangar to the adjacent taxiway. The Landlord grants to the Tenant the right to enter upon the Hangar apron area at all times and to pass and re-pass thereon as may be required by the Tenant, and its licensees, successors, assigns, servants, agents, employees and contractors including all necessary vehicles, equipment and machinery, from time to time, for the purposes of installing, maintaining, replacing, and reconstructing a suitable surface treatment to the Hangar apron as approved by the Landlord in its sole and absolute discretion. Any cost of installing, removing, maintaining, replacing and/or reconstructing the Hangar apron shall be at the sole expense of the Tenant without contribution of the Landlord. The Tenant covenants that it shall not conduct such work to the Hangar apron without first obtaining the consent of the Landlord and such consent shall not be unreasonably withheld. The Tenant hereby releases the Landlord from any and every claim which may or might arise out of the proper exercise by the Tenant of any of the rights granted herein.

## 8. CONSTRUCTION IMPLEMENTATION SCHEDULE (Not Applicable / Existing Hangar)

- (1) The Tenant hereby undertakes to complete the work herein in accordance with the timeframes set out in the Schedule "C" (the "Construction Schedule"). The Tenant shall submit a proposed construction schedule which shall be subject to amendments and approval by the Landlord and attached hereto as Schedule "C". A variance to the timeframes will only be allowed if approved in writing by the Landlord. Failure to comply may result in the Tenant being in default of this Agreement and the Landlord may seek remedy pursuant to this Agreement.
- (2) The Landlord approved work shall be carried out by the Tenant in a proper and professional manner so as to do as little damage or disturbance as possible to the Airport lands or the Airport's infrastructure. The Tenant shall repair and make good all damage and disturbance that may be caused to the Airport lands or the Airport's infrastructure, to the satisfaction of the Landlord, acting reasonably, at the sole expense of the Tenant.
- (3) During construction, the works to be carried out by the Tenant, shall be maintained in all respects in a state of good repair by the Tenant, including keeping the site in a sound, neat, safe and clean condition to the satisfaction of the Landlord. If the site is not kept in a state of good repair, upon seven (7) business days written notice to the Tenant (or such shorter time as may be required in the case of an emergency or other urgent matters or as otherwise provided herein), the Landlord shall have the right to do any work necessary to fulfill this condition and all costs incurred by the Landlord shall be recovered from the Tenant and may be recovered as Additional Rent.

## 9. REPAIR AND MAINTENANCE

- (1) The Tenant covenants that during the term of this Lease and any renewal thereof, the Tenant shall keep the Leased Premises and Hangar in good condition including all alterations and additions made thereto, and shall, with or without notice, promptly make all needed repairs and all necessary replacements as would a prudent owner. The Tenant shall be responsible for all wear and tear to the Hangar and shall affect all repairs as necessary. Save and accept the Landlord's, or its agent's, contractor's and employee's

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negligence or intentional actions, at no time is the Landlord responsible for any repairs or damage to the Hangar or the Leased Premises.

- (2) The Tenant shall permit the Landlord or a person authorized by the Landlord to enter the Leased Premises including the Hangar to examine the condition thereof and view the state of repair at reasonable times:
  - (a) and if upon such examination repairs are found to be necessary, written notice of the repairs required shall be given to the Tenant by or on behalf of the Landlord and the Tenant shall make the necessary repairs within the time specified in the notice; and,
  - (b) if the Tenant refuses or neglects to keep the Leased Premises including the Hangar in good repair the Landlord may, but shall not be obliged to, make any necessary repairs, and shall be permitted to enter the Leased Premises and Hangar, including by its servants or agents, for the purpose of effecting the repairs without being liable to the Tenant for any loss, damage or inconvenience to the Tenant in connection with the Landlord's entry and repairs. If the Landlord makes such repairs the Tenant shall pay the cost of them immediately as Additional Rent.
- (3) Subject to any renewal, upon the expiry of the Term or other determination of this Lease the Tenant agrees to surrender peaceably the Leased Premises to the Landlord in a state of good repair and subject to the conditions contained in this Article 9(3). The Tenant may remove the Hangar provided the Tenant places the Leased Premises back into a similar condition as it was in prior to the construction of the Hangar even if the construction of the Hangar predated this Lease. At any time during the Term, expiry of the Term, if an Act of Default occurs or upon termination of this Lease if the Tenant is in arrears of any rent whatsoever the Tenant agrees that the Landlord shall be permitted to register such lien on the Hangar under the *Personal Property Security Act* and possession of the Hangar will not be obtained by the Tenant until the lien is paid in full with all accrued interest and legal fees.
- (4) The Tenant shall immediately give written notice to the Landlord of any substantial damage that occurs to the Leased Premises including the Hangar from any cause.
- (5) The Tenant hereby agrees that at no time is the Landlord responsible for any damage, including damage to property or personal injury, as a result of the Tenant's use of the Leased Premises, Airport or Property and the Tenant hereby waives any cause of action in law, equity or by statute as against the Landlord for any loss. The Tenant acknowledges that it shall not institute any claim or make any demand against the Landlord, or anyone that may claim indemnity from the Landlord, for any personal injury or damage to property, including aircraft, as a result of the Tenant's use (including storage) of the Hangar, Airport or Property. The Tenant acknowledges that the use of the Airport, Hangar or Property is at its own risk.
- (6) The Tenant hereby forever releases the Landlord from any and all claims in law, equity or by statute as a result of any intentional or negligent acts of any other Tenant and/or user of the Property and/or Airport, or their agents, contractors, invitees, customers or employees that may cause death, personal injury or property loss to the Tenant or its agents, customers, employees, contractors or invitees.

## 10. ALTERATIONS AND ADDITIONS

- (1) If the Tenant, during the Term of this Lease or any renewal of the Lease, desires to make any alterations or additions to the Leased Premises, including but not limited to; erecting partitions, attaching equipment, and installing necessary furnishings or additional equipment of the Tenant's business but not including erecting a new hangar or any other accessory building, the Tenant may do so at his own expense provided that any and all alterations or additions to the Leased Premises made by the Tenant must comply with any requirement of the Landlord including Schedule "B" and all applicable building code standards and by-laws of the municipality in which the Leased Premises are located and any federal or provincial statutes, rules or regulations.
- (2) The Tenant shall pay Rent at the rate prescribed in paragraph 3 above based upon the area of the Hangar subsequent to any addition or alteration.
- (3) The Tenant shall be responsible for and pay the cost of any alterations, additions, installations or improvements that any governing authority, municipal, provincial or otherwise, may require to be made in, on or to the Leased Premises.
- (4) No sign, advertisement or notice shall be inscribed, painted or affixed by the Tenant, or any other person on the Tenant's behalf, on any part of the outside of the Hangar unless it is located along the facade of the Hangar's front and provided it complies with the Landlord's signage requirements and with all applicable laws, by-laws and regulations and is in good workmanlike manner. No other sign, advertisement or notice shall be erected unless it has been approved in every respect by the Landlord in writing.
- (5) The Tenant agrees, at its own expense and by whatever means may be necessary,

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immediately to obtain the release or discharge of any encumbrance that may be registered against the Landlord's property in connection with any additions or alterations to the Leased Premises made by the Tenant or in connection with any other activity of the Tenant.

- (6) The Tenant shall, at his own expense, if requested by the Landlord, remove any or all additions or improvements made by the Tenant to the Leased Premises during the Term and shall repair all damage caused by the installation or the removal or both.
- (7) The Tenant shall not bring onto the Leased Premises or any part of the Leased Premises any machinery, equipment or any other thing that might in the opinion of the Landlord, by reason of its hazardous nature, weight, size or use, damage the Leased Premises or the Property. If the Leased Premises or Property are damaged the Tenant shall restore the Leased Premises or Property immediately or pay to the Landlord the cost of restoring the Leased Premises or Property.

## 11. INSURANCE

- (1) The Tenant covenants to keep the Landlord indemnified and save harmless the Landlord at all times against all claims, suits, procedures, actions and demands (including but not limited to all legal costs) whatsoever and howsoever arising by any person, entity or corporation whether in respect of damage, loss or death to person or property, arising out of or occasioned by the maintenance, use or occupancy of the Leased Premises, Airport and Property or the subletting or assignment of same or any part thereof. And the Tenant further covenants to indemnify the Landlord with respect to any encumbrance on or damage to the Leased Premises occasioned by or arising from the act, default, or negligence of the Tenant, its officers, agents, servants, employees, contractors, customers, invitees or licensees. The Tenant agrees that the foregoing indemnity shall survive the termination of this Lease notwithstanding any provisions of the Lease to the contrary.
- (2) The Tenant shall carry insurance in its own name insuring against the risk of damage to the Tenant's property and the Hangar within the Leased Premises caused by fire or other perils.
- (3) The Tenant shall carry such general liability and property damage insurance including personal injury and property damage coverage with at least two million (\$2,000,000.00) dollars in limits of each occurrence with respect to the Leased Premises and Tenant's occupation of the Leased Premises. Such insurance policy shall contain no airport site exclusion.
- (4) All insurance policies in this Section 11 including this Article shall name the Landlord, where applicable, as an insured and loss payee and the policy shall include a cross-liability endorsement. All policies shall be applicable as primary insurance, taking precedence over any other insurance protection owned by the Landlord. The Tenant shall insure that each insurance policy contains a waiver of subrogation rights which the insurer may have against the Landlord and the persons for whom is legally responsible.
- (5) Upon demand of the Landlord, the Tenant shall provide a copy of any and all policies of insurance including renewals and terms of such policies to the Landlord. If any policy of insurance is canceled the Tenant shall inform the Landlord without delay of such cancellation and shall obtain a replacement policy without delay on the same terms as set out in this Section 11. Under no circumstances shall delivery of and review by the Landlord of any certificate set forth or any insurance policy or any other proof of existence of the insurance coverage release the Tenant of its obligations to take out insurance in strict compliance with the present provisions or constitute a waiver in favour of the Tenant of any of the Landlord's rights.

## 12. ACTS OF DEFAULT AND LANDLORD'S REMEDIES

- (1) An Act of Default has occurred when:
  - (a) the Tenant has failed to pay Rent for a period of 45 consecutive days from the date that payment was required to be paid to the Landlord;
  - (b) the Tenant has breached its covenants or failed to perform any of its obligations under this Lease for a period of 45 consecutive days and:
    - (i) the Landlord has given ten (10) days' notice specifying the nature of the default and the steps required to correct it; and,
    - (ii) the Tenant has failed to correct the default as required by the notice;
  - (c) the Tenant has:
    - (i) become bankrupt or insolvent or made an assignment for the benefit of creditors;
    - (ii) had its property seized or attached in satisfaction of a judgment;

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- (iii) had a receiver appointed;
  - (iv) committed any act or neglected to do anything with the result that a Construction Lien or other encumbrance is registered against the Landlord's property; or,
  - (v) taken action with a view to dissolution or liquidation;
- (d) any required insurance policy is cancelled or not renewed by reason of the use or occupation of the Leased Premises, or by reason of non-payment of premiums;
- (e) the Leased Premises:
- (i) has become vacant or remain unoccupied for a period of 180 consecutive days. For the purposes of this section the Parties agree that the terms "vacant" and "unoccupied" shall mean no use or utilization of the Hangar and/or no storage of necessary tools, implements or equipment in the Hangar; or,
  - (ii) is used by any other person or persons, or for any other purpose than as provided for in this Lease without the written consent of the Landlord;
- (f) failure to install or remedy faulty work,
- if, in the opinion of the Landlord the Tenant:
- i. is not proceeding or causing to be proceeded the works required in connection with this Agreement within thirty (30) days' of notice given; or
  - ii. is improperly performing the works; or
  - iii. has neglected or abandoned before the completion, or unreasonably delayed the same, so that conditions of this Agreement are being violated or carelessly executed or being carried out in bad faith; or
  - iv. has neglected or refused to renew or again perform such work as may be rejected by the Landlord as defective or unsuitable; or
  - v. has defaulted performance of the terms and conditions of this agreement;

then, in any such instance, the Landlord shall promptly notify the Tenant, in writing, of such default or neglect and if such notification be without effect within ten (10) business days after such notice, the Landlord shall thereupon have full authority and power to purchase materials and employ workers and machines for the proper completion of the works at the cost and expense of the Tenant. The cost of such work shall be calculated by the Landlord whose decision shall be final and be paid to the Landlord by the Tenant on demand. Should payment not be received following the issuance of an invoice from the Landlord, the Landlord shall collect same as Additional Rent in addition to any other remedy available to the Landlord.

It is further understood and agreed between the parties hereto that such entry upon the Premise shall be as an agent for the Tenant and shall not be deemed, for any purposes whatsoever, as an acceptance of the works by the Landlord.

- (2) When an Act of Default on the part of the Tenant has occurred:
- (a) the current year's Rent together with the next years' Rent shall become due and payable immediately; and,
  - (b) the Landlord shall have the right to terminate this Lease and to re-enter the Leased Premises and deal with them as it may choose.
- (3) If, because an Act of Default has occurred, the Landlord exercises its right to terminate this Lease and re-enter the Leased Premises prior to the end of the Term, the Tenant shall nevertheless be liable for payment of Rent and all other amounts payable by the Tenant in accordance with the provisions of the Lease until the Landlord has re-let the Leased Premises or otherwise dealt with the Leased Premises in such manner that the cessation of payments by the Tenant will not result in loss to the Landlord and the Tenant agrees to be liable to the Landlord, until the end of the Term of this Lease for payment of any difference between the amount of Rent hereby agreed to be paid for the Term hereby granted and the Rent any new Tenant pays to the Landlord.
- (4) If when an Act of Default has occurred, the Landlord chooses not to terminate the Lease and re-enter the Leased Premises, the Landlord shall have the right to take any and all necessary steps to rectify any or all Acts of Default of the Tenant and to charge the costs of such rectification to the Tenant and to recover the costs as Rent.
- (5) If, when an Act of Default has occurred, the Landlord chooses to waive its right to exercise the remedies available to it under this Lease or at law the waiver shall not constitute condonation of the Act of Default, nor shall the waiver be pleaded as an estoppel against the Landlord to prevent his exercising his remedies with respect to a subsequent Act of Default. No covenant, term, or condition of this Lease shall be deemed to have been waived by the Landlord unless the waiver is in writing and signed by the Landlord.

### 13. TERMINATION UPON NOTICE AND AT END OF TERM

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- (1) If the Leased Premises and/or Property are subject to an Agreement of Purchase and Sale:
  - (a) The Landlord shall have the right to terminate this Lease, notwithstanding that the Term has not expired, by giving ninety (90) days' notice (the "Notice") in writing to the Tenant and, at the Tenant's option, the Landlord shall pay to the Tenant the fair market value for the Hangar or the Tenant agrees to remove the Hangar and comply with Articles 9(3) and 10(5) of this Lease. Upon expiry of the Notice the Tenant shall provide vacant possession of the Leased Premises provided the Landlord pays to the Tenant a bonus of \$500.00. For the purposes of this Article and Articles 13(3) and 13(4) fair market value shall be determined as of the date of the issuing of the Notice.
- (2) If the Tenant remains in possession of the Leased Premises after termination of this Lease as aforesaid and if the Landlord then accepts Rent for the Leased Premises from the Tenant, it is agreed that such overholding by the Tenant and acceptance of Rent by the Landlord shall create a monthly tenancy only but the tenancy shall remain subject to all the terms and conditions of this Lease except those regarding the Term. The Parties agree that if the Term is not renewed then upon expiry of the Term or if the Tenant is an overholding tenant then either Party may terminate the lease upon sixty (60) days written notice to the other party and the Tenant shall comply with Articles 9(3) and 10(5) of this Lease.
- (3) Other than a termination of this Lease in accordance with Article 13(1) of this Lease, the Landlord shall, at any time and notwithstanding that the Term has not expired, have the unqualified right to terminate this Lease upon one year's prior written notification (the "Notice") if the Leased Premises are required for any reason or purpose of the Landlord in which event the Landlord shall pay to the Tenant the fair market value for the Hangar, if erected by the Tenant, unless the Tenant agrees to remove the Hangar and comply with Articles 6(3) and 7(5) of this Lease, and the Tenant shall provide such vacant possession upon the expiry of the Notice provided the Landlord pays to the Tenant a bonus of \$500.00.
- (4) The Parties agree that it is their mutual intention that at the end of the Term of this Lease the lease shall be renewed upon such conditions and terms as agreed between the Parties. The Parties further agree that although it is their mutual intention to renew the lease nevertheless either party may decide not to renew the lease for any reason. The Parties acknowledge that upon such renewal all terms and conditions shall be negotiated between the Parties. If the Parties do not renew this Lease then the Parties agree that the Landlord shall be granted the Right of First Refusal to purchase the Hangar (the "Option"). The Tenant covenants that it will not sell the Hangar, or any part thereof, to any person, firm or corporation, without first providing the Landlord to exercise its Option as set out in the terms of this paragraph. Upon the Tenant receiving a bona fide offer in writing (the "Third Party Offer") the Tenant shall deliver to the Airport Office, 244411 Airport Road, Township of South-West Oxford, Ontario, a copy of the Third Party Offer and the Landlord shall have twenty business days (the "Notice Period") from the date of receipt of the Third Party Offer to exercise the Option to match the Third Party Offer. If the Landlord exercises its option in the Notice Period then it must inform the Tenant at the Property in writing that it will purchase the Tenant's interest in the Hangar on the same terms and conditions, or more favourable terms to the Tenant at the Landlord's discretion, as contained in the Third Party Offer (the "Landlord's Offer"). If the Landlord exercises its Option in the Notice Period then the Tenant must sell the Hangar to the Landlord upon the terms and conditions as contained in the Landlord's Offer. If the Landlord does not exercise its option in the Notice Period then the Tenant shall be at liberty to accept the Third Party Offer provided that there are no modifications to the Third Party Offer. If any modifications are made to the Third Party Offer then the Landlord shall be permitted to exercise its option pursuant to the terms of this paragraph. For the purpose of this paragraph, if the Tenant is a corporation, the word "sell", in addition to its ordinary meaning, shall be deemed to mean and include a sale or disposition of the corporate shareholding of the Tenant by the person or persons who, at the date of the commencement of the lease holds or hold a majority of the corporate shares. Subject to the conditions contained in Article 4 of this Agreement, the Parties agree that prior to the expiry of this Lease if the Tenant seeks to assign this Lease to a third party then the Landlord will agree to examine a proposal to extend the term of this Lease however nothing in this paragraph shall require the Landlord to accept any amendment of the term or new term.

14. ACKNOWLEDGMENT BY TENANT

- (1) The Tenant agrees that it will at any time or times during the Term, upon being given at least forty-eight (48) hours prior written notice, execute and deliver to the Landlord a statement in writing certifying:
  - (a) that this Lease is unmodified and is in full force and effect (or if modified stating the modifications and confirming that the Lease is in full force and effect as modified);
  - (b) the amount of Rent being paid;
  - (c) the dates to which Rent has been paid;
  - (d) other charges payable under this Lease which have been paid;

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- (e) particulars of any prepayment of Rent or security deposits; and,
- (f) particulars of any sub tenancies.

## 15. SUBORDINATION AND POSTPONEMENT

- (1) This Lease and all the rights of the Tenant under this Lease are subject and subordinate to any and all charges against the land, buildings or improvements of which the Leased Premises form part, whether the charge is in the nature of a mortgage, trust deed, lien or any other form of charge arising from the financing or re-financing, including extensions or renewals, of the Landlord's interest in the Property.
- (2) Upon the request of the Landlord the Tenant will execute any form required to subordinate this Lease and the Tenant's rights to any such charge, and will, if required, attorn to the holder of the charge.
- (3) No subordination by the Tenant shall have the effect of permitting the holder of any charge to disturb the occupation and possession of the Leased Premises by the Tenant as long as the Tenant performs his obligations under this Lease.

## 16. RULES AND REGULATIONS

The Tenant agrees on behalf of itself and all persons entering the Leased Premises with the Tenant's authority or permission to abide by such reasonable rules, standards and regulations of the Airport and/or Property which shall form part of this Lease and as the Landlord may make and/or amend from time to time.

## 17. NOTICE

- (1) Any notice required or permitted to be given by one party to the other pursuant to the terms of this Lease may be given

To the Landlord at:

Tillsonburg Regional Airport  
Attn: Airport Administrator  
244411 Airport Rd  
South-West Oxford, ON, N4G 4H1  
airportattendants@tillsonburg.ca

To the Tenant at the Leased Premises or at:

1467246 Ontario Inc  
244779 Milldale Rd, Otterville, Ont, N0J1R0  
Phone: 519-694-4435  
Email: [geoff@tailwindaviation.ca](mailto:geoff@tailwindaviation.ca)  
Attention: Geoff Lee

- (2) The above addresses may be changed at any time by giving ten (10) days written notice.
- (3) Any notice given by one party to the other in accordance with the provisions of this Lease shall be deemed conclusively to have been received on the date delivered if the notice is served personally or seventy-two (72) hours after mailing if the notice is mailed.

## 18. REGISTRATION

The Tenant shall not at any time register notice of or a copy of this Lease on title to the Property of which the Leased Premises form part without consent of the Landlord.

## 19. INTERPRETATION

- (1) The words importing the singular number only shall include the plural, and vice versa, and words importing the masculine, feminine or neutral gender shall include the other genders, and words importing persons shall include firms and corporations and vice versa.
- (2) Unless the context otherwise requires, the word "Landlord" and the word "Tenant" wherever used herein shall be construed to include the executors, administrators, successors and assigns of the Landlord and Tenant, respectively.
- (3) When there are two or more Tenants bound by the same covenants herein contained, their obligations shall be joint and several.

## 20. MISCELLANEOUS

- (1) Unless otherwise stipulated, parking, if applicable, in the common parking area shall be in common and unreserved.

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- (2) If a dispute should arise between the Parties in the interpretation of this Agreement then both parties agree that such dispute shall be referred to binding arbitration and be bound by the result of such arbitration. The terms, form and procedure of the arbitration shall be in accordance with the *Arbitration Act* or any successor legislation. The parties further agree that the arbitrator shall be jointly chosen and the arbitrator shall have the ability to award costs of the arbitration. This clause shall not apply if the Tenant is in default under the terms of the Lease which include but are not limited to:
- (a) its obligations to pay Rent, Base Rent and/or Additional Rent;
  - (b) non-repair or maintenance of the Leased Premises;
  - (c) subleased the Leased Premises without the authorization of the Landlord, acting reasonably;
  - (d) changed its use of the Leased Premises; or,
  - (e) used the Leased Premises in any manner contrary to Article 7.
- (3) In the event that any clause herein should be unenforceable or be declared invalid for any reason whatsoever, such enforce ability or invalidity shall not affect the enforce ability or validity of the remaining portions of the covenants and such unenforceable or invalid portions shall be severable from the remainder of this Lease.
- (4) This Lease shall be construed and enforced in accordance with the laws of the Province of Ontario. Any proceeding shall be brought at the City of Woodstock in the County of Oxford, Ontario.
- (5) The Tenant hereby agrees that it has had an opportunity to review the terms of this Lease and seek independent legal advice.
- (6) Should any provision of this Lease require judicial interpretation or arbitration, it is agreed that the court or arbitrator interpreting or construing the same shall not apply a presumption that the terms thereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it be agreed that both parties have participated in the preparation hereof.
- (7) This Lease and it's schedules constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements between the Parties in connection with the subject matter hereof, except as specifically set forth herein. No supplement, modification, waiver or termination of this Lease shall be binding unless executed in writing by the Parties.
- (8) The Tenant agrees that it has not relied upon any representation, promise or warranty of the Landlord with respect to the condition of the Leased Premises, Hangar or any representation or promise of the Landlord to repair, renovate or otherwise alter the Leased Premises in any manner prior to or after commencement of the Term. The Parties agree that the Leased Premises are being offered to the Tenant in an "as is" condition. The Tenant shall not call on or demand the Landlord to perform any repairs or renovations prior to or after it obtains possession. The Tenant acknowledges that it has performed its own due diligence in establishing the state of repair of the Leased Premises including the Hangar.

In Witness of the foregoing covenants the Landlord and the Tenant have executed this Lease.

\_\_\_\_\_  
Landlord  
Stephen Molnar, Mayor  
The Corporation of the Town of Tillsonburg

\_\_\_\_\_  
Landlord  
Michelle Smibert, Clerk  
The Corporation of the Town of Tillsonburg  
We have authority to bind the Corporation.

Landlord's Initials \_\_\_\_\_

Tenant's Initials GL

R. Lee  
Witness

WFL  
Tenant  
1467246 Ontario Inc  
Per: Geoff Lee  
I have authority to bind the corporation.

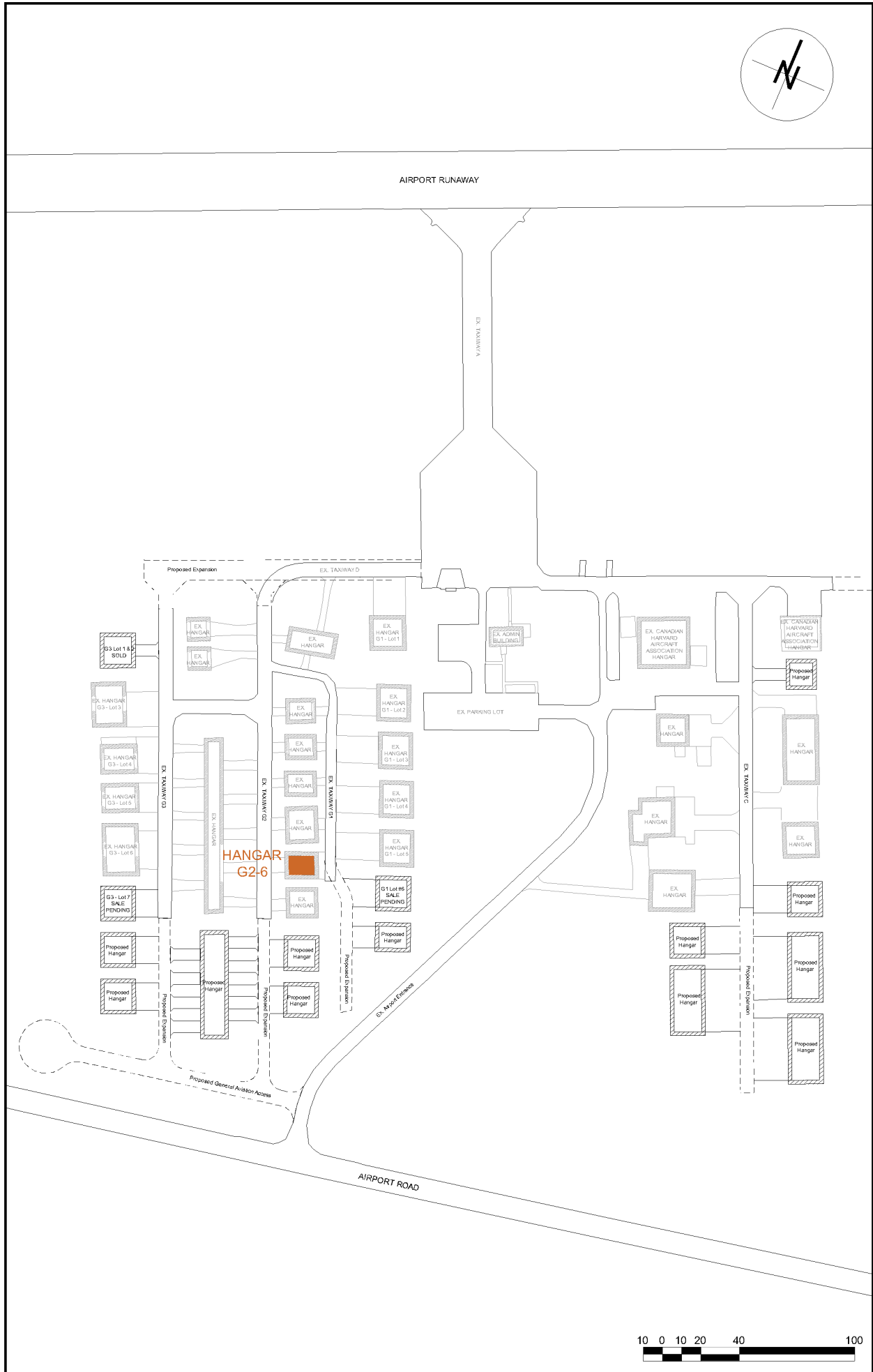
Landlord's Initials \_\_\_\_\_

Tenant's Initials GL



## Schedule “A”

## THE “LEASED PREMISES” HANGAR G2-6



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**SCHEDULE “B” (Not Applicable / Existing Hangar)**  
**CONSTRUCTION REQUIREMENTS**

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**SCHEDULE “C” (Not Applicable / Existing Hangar)**  
**CONSTRUCTION SCHEDULE**

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Tenant’s Initials GL

**THE CORPORATION OF THE TOWN OF TILLSONBURG  
BY-LAW 2021-108**

**A BY-LAW to confirm the proceedings of Council at its meeting held on October 25, 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 October 25, 2021, with respect to every report, motion, by-law, or other action passed and taken by the Council, including the exercise of natural person powers, are hereby adopted, ratified and confirmed as if all such proceedings were expressly embodied in this or a separate by-law.
2. The Mayor and Clerk are authorized and directed to do all the things necessary to give effect to the action of the Council of The Corporation of the Town of Tillsonburg referred to in the preceding section.
3. The Mayor and the Clerk are authorized and directed to execute all documents necessary in that behalf and to affix thereto the seal of The Corporation of the Town of Tillsonburg.
4. That this By-Law shall come into force and take effect on the date it is passed.

**READ A FIRST AND SECOND TIME THIS 25th DAY OF OCTOBER, 2021.**

**READ A THIRD AND FINAL TIME AND PASSED THIS 25th DAY OF OCTOBER, 2021.**

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MAYOR – Stephen Molnar

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CLERK – Michelle Smibert