

The Corporation of the Town of Tillsonburg

COUNCIL MEETING

AGENDA



Monday, January 28, 2019

6:00 PM

Council Chambers

200 Broadway, 2nd Floor

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 Monday, January 28, 2019, be adopted.

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 of Monday, January 14, 2019, be approved.

7. **Presentations**

8. Public Meetings

8.1 Application for Zone Change - ZN 7-18-11 - K.D. Heckford Developments Inc. (Tillsonburg Developments Inc.) - 87, 89, 91, 93, 95, and 97 Sanders Crescent

Proposed Resolution #3

Moved By: _____

Seconded By: _____

THAT Council approve the zone change application (ZN 7-18-11) submitted by K.D. Heckford Developments Inc. (Tillsonburg Developments Inc.), to amend the existing 'Low Density Residential - Type 2 Holding Zone (R2)' to vary several development standards for six vacant lots along Sanders Crescent to facilitate the construction of single detached dwellings.

9. Planning Applications

10. Delegations

10.1 Station Arts Centre

Presented by: Gale Connor, President, Station Arts Centre

Proposed Resolution #4

Moved By: _____

Seconded By: _____

THAT Council receive the delegation from Gale Connor, President of the Station Arts Centre, as information.

11. Deputation(s) on Committee Reports

12. Information Items

12.1 Correspondence - Trans Canada Trail

Proposed Resolution #5

Moved By: _____

Seconded By: _____

THAT Council receive the correspondence from the Trans Canada Trail, as information.

12.2 Correspondence - Ontario Good Roads Association Board of Directors Update

Proposed Resolution #6

Moved By: _____

Seconded By: _____

THAT Council receive the correspondence from the Ontario Good Roads Association, as information.

12.3 Correspondence - BIA Appointment

Proposed Resolution #7

Moved By: _____

Seconded By: _____

THAT Council receive the correspondence from the BIA, as information;

AND THAT a By-Law be brought forward to appoint the BIA for Council Consideration.

12.4 Correspondence - Regional Government Review

Proposed Resolution #8

Moved By: _____

Seconded By: _____

THAT the Correspondence from Minister Clark regarding Regional Government Review be received, as information.

12.5 Correspondence - Town of Ingersoll

Proposed Resolution #9

Moved By: _____

Seconded By: _____

THAT Council receive the correspondence from the Town of Ingersoll, as information.

12.6 Correspondence - Letter to Heads of Council Bill 66

Proposed Resolution #10

Moved By: _____

Seconded By: _____

THAT Council receive the correspondence from Minister Clark regarding Bill 66, as information.

12.7 Correspondence - Township of Zorra Resolution

Proposed Resolution #11

Moved By: _____

Seconded By: _____

THAT Council receive the correspondence from the Township of Zorra, as information.

13. Staff Reports

13.1 Chief Administrative Officer

13.1.1 CAO 19-02 - Master Service Agreement

Proposed Resolution #12

Moved By: _____

Seconded By: _____

THAT Council receive report CAO 19-02 Master Service Agreement between the Corporation of the Town of Tillsonburg and Tillsonburg Hydro Inc., as information;

AND THAT the Master Service Agreement between the Corporation of the Town of Tillsonburg and Tillsonburg Hydro Inc. be approved and effective January 28, 2019 to December 31, 2023;

AND THAT a By-law be brought forward for Council consideration.

13.2 Clerk's Office

13.3 Development and Communication Services

13.4 Finance

13.5 Fire and Emergency Services

13.6 Operations

13.6.1 OPS 19-01 - Airport Building Permits

Proposed Resolution #13

Moved By: _____

Seconded By: _____

THAT Council receive Report OPS 19-01 Airport Building Permits;

AND THAT Council direct staff to develop an Airport Development Manual

to support the administration of development activity at the Airport entirely in-house.

13.7 Recreation, Culture & Park Services

13.7.1 RCP 19-06 - Awarding Sole-source Contract to Install LNG Refill Station at TCC

Proposed Resolution #14

Moved By: _____

Seconded By: _____

THAT Council receives Report RCP 19-06 – Awarding Sole-source Contract to Install LNG Refill Station at TCC;

AND THAT Council approves the sole-source installation at the Tillsonburg Community Centre of a Coltri Arena Compressor Package by Hi-Tech Fuel Systems (London) at the quoted price of \$38,977.78 before applicable taxes.

13.7.2 RCP 19-05 - Tillsonburg District Craft Guild MOU Renewal

Proposed Resolution #15

Moved By: _____

Seconded By: _____

THAT Council receives Report RCP 19-05 – Tillsonburg District Craft Guild MOU Renewal;

AND THAT Council appoints the Director of Recreation, Culture & Parks as the liaison between the Town and the Guild;

AND THAT a by-law to authorize the MOU be brought forward for Council consideration.

13.7.3 RCP 19-07 - 2018 RCP Departmental Activity Reports

Proposed Resolution #16

Moved By: _____

Seconded By: _____

THAT Council receives Report RCP 19-07 – 2018 RCP Departmental Activity Reports, as information.

14. New Business

15. Consideration of Committee Minutes

15.1 Council Advisory Committee Minutes

Proposed Resolution #17

Moved By: _____

Seconded By: _____

THAT Council receive the Heritage, Beautification and Cemetery Advisory Committee minutes dated January 10, 2019, as information.

15.2 BIA

Proposed Resolution #18

Moved By: _____

Seconded By: _____

THAT Council receive the BIA minutes dated January 16, 2019, as information.

16. Motions/Notice of Motions

17. Resolutions

17.1 Landfill Developments

WHEREAS municipal governments in Ontario do not have the right to approve landfill projects in their communities, but have authority for making decisions on all other types of development;

AND WHEREAS this out-dated policy allows private landfill operators to consult with local residents and municipal Councils, but essentially ignore them;

AND WHEREAS Ontario's proposed "Made-in-Ontario Environment Plan" states that the province will grant municipalities a "greater say in siting of landfills";

AND WHEREAS municipalities already have exclusive rights for approving casinos and nuclear waste facilities within their communities, whether to host cannabis retail in their communities, AND FURTHER that the province has recognized the value of municipal approval for the siting of power generation facilities;

AND WHEREAS the recent report from Ontario's Environmental Commissioner has found that Ontario has a garbage problem, particularly from Industrial, Commercial and Institutional (ICI) waste generated within the City of Toronto, where diversion rates are as low as 15%;

AND UNLESS significant efforts are made to increase recycling and diversion rates, a new home for this Toronto garbage will need to be found, as landfill space is filling up quickly;

AND WHEREAS municipalities across Ontario are quietly being identified and targeted as potential landfill sites for future Toronto garbage by private landfill operators;

AND WHEREAS other communities should not be forced to take Toronto waste, as landfills can contaminate local watersheds, air quality, dramatically increase heavy truck traffic on community roads, and reduce the quality of life for local residents;

AND WHEREAS municipalities should be considered experts in waste management, as they are responsible for this within their own communities, and often have decades' worth of in-house expertise in managing waste, recycling, and diversion programs;

AND WHEREAS municipalities should have the exclusive right to approve or reject these projects, and assess whether the potential economic benefits are of sufficient value to offset any negative impacts and environmental concerns;

Proposed Resolution #19

Moved By: _____

Seconded By: _____

THAT the Town of Tillsonburg receives the correspondence from the Town of Ingersoll as information;

AND THAT the Town of Tillsonburg calls upon the Government of Ontario, as part of its "Made-in-Ontario Environment Plan" to formally entrench the right of municipalities to approve or reject landfill projects in or adjacent to their communities;

AND THAT in the case of a two-tier municipality, the approval be required at both the upper-tier and affected lower-tier municipalities;

AND FURTHER THAT the Town of Tillsonburg encourage all other municipalities in Ontario to consider this motion calling for immediate provincial action;

AND THAT the MOTION adopted by Council be forwarded to the DEMAND THE RIGHT COALITION OF ONTARIO MUNICIPALITIES.

18. By-Laws

- 18.1 By-Law 4253 - Being a By-Law to Amend Zoning By-Law 3295 (ZN 7-18-11, K.D. Heckford Developments)
- 18.2 By-Law 4258 - To Authorize a Master Service Agreement with THI
- 18.3 By-Law 4259 - To Authorize a Memorandum of Understanding with Tillsonburg District Craft Guild
- 18.4 By-Law 4260 - To Appoint Directors to the Board of Management of the BIA
- 18.5 By-Law 4262 - To Appoint Directors to the Town of Tillsonburg Non-Profit Housing Board
- 18.6 By-Law 4264 - To Authorize an Agreement with the Province of Ontario for the purpose of receiving funds from the Dedicated Gas Tax Funds for Public Transportation Program

Proposed Resolution #20

Moved By: _____

Seconded By: _____

THAT By-Law 4253 Being a By-Law to Amend Zoning By-Law 3295 (ZN 7-18-11, K.d. Heckford Developments); and

By-Law 4258 To Authorize a Master Service Agreement with Tillsonburg Hydro Inc; and

By-Law 4259 To Authorize a Memorandum of Understanding with Tillsonburg District Craft Guild; and

By-Law 4260 To Appoint Directors to the Board of Management of the BIA; and

By-Law 4262 To Appoint Directors to the Town of Tillsonburg Non-Profit Housing Board; and

By-Law 4264 To Authorize an Agreement with the Province of Ontario for the purpose of receiving funds from the Dedicated Gas Tax Funds for Public Transportation Program, 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.

18.7 By-law 4251 - A Schedule of Fees for certain Municipal applications, service and permits.

Proposed Resolution #21

Moved By: _____

Seconded By: _____

THAT By-Law 4251 A Schedule of Fees for certain Municipal applications, be read for a 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.

19. Confirm Proceedings By-law

Proposed Resolution #22

Moved By: _____

Seconded By: _____

THAT By-Law 4261, to Confirm the Proceedings of the Council meeting held on January 28, 2019, 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. Items of Public Interest

21. Adjournment

Proposed Resolution #23

Moved By: _____

Seconded By: _____

THAT the Council Meeting of Monday, January 28, 2019, be adjourned at ____ p.m.

MINUTES



Monday, January 14, 2019
5:00 PM
Council Chambers
200 Broadway, 2nd Floor

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

Staff: David Calder, CAO
Donna Wilson, Town Clerk
Kevin De Leebeeck, Director of Operations
Dave Rushton, Director of Finance
Rick Cox, Director of Recreation, Culture and Parks
Amelia Jaggard, Legislative Services Coordinator

1. Call to Order

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

2. Closed Session

Resolution # 1

Moved By: Councillor Rosehart

Seconded By: Councillor Gilvesy

THAT Council move into Closed Session at 5:00 p.m. to consider personal matters about an identifiable individual, including Town employees; (Union Negotiations) (Citizen Appointment to Committees).

Carried

3. Adoption of Agenda**Resolution # 2****Moved By:** Councillor Parker**Seconded By:** Councillor Rosehart

THAT the Agenda as prepared for the Council meeting of Monday, January 14, 2019, be adopted.

Carried

4. Moment of Silence**5. Disclosures of Pecuniary Interest and the General Nature Thereof**

No disclosures of pecuniary interest were declared.

6. Adoption of Council Minutes of Previous Meeting

Council requested the minutes be amended under item 10.1 to replace "runway" with "taxiway."

Resolution # 3**Moved By:** Councillor Esseltine**Seconded By:** Councillor Parker

AND THAT the Minutes of the Council meeting of Monday, December 10, 2018 be approved, as amended.

Carried

7. Public Meetings**8. Planning Applications****9. Presentations****10. Delegations****10.1 Tillsonburg Horticultural Society Presentation**

Christine Nagy presented a delegation regarding the Tillsonburg Horticultural Society. The Horticultural Society is asking that Council at least maintain or increase the budget for 2019 beautification projects.

Opportunity was given for comments and questions from Council.

Resolution # 4**Moved By:** Councillor Esseltine**Seconded By:** Councillor Parker

THAT Council receive Tillsonburg Horticultural Society Presentation, as information.

Carried

10.2 Tillsonburg Rowing Club Position Statement

Sharon Howard, President of the Tillsonburg Rowing Club and Angela Newson, Vice President of the Tillsonburg Rowing Club presented a delegation regarding the condition of the Tillsonburg Rowing Club storage space at Summer Place building.

Mr. Tamasi, past President of the Tillsonburg Rowing Club, was also in attendance.

The Tillsonburg Rowing Club is requesting Council to address the structural issues of the Summer Place building to maintain the habitability of the space by the club.

Opportunity was given for comments and questions from Council.

Resolution # 5**Moved By:** Councillor Luciani**Seconded By:** Deputy Mayor Beres

THAT Council receive Tillsonburg Rowing Club Position Statement, as information;

AND THAT this information be referred to the 2019 budget deliberations.

Carried

11. Correspondence from Committees

11.1 Letter - Development Committee - New Economic Evaluation Model

Resolution # 6

Moved By: Councillor Luciani

Seconded By: Councillor Beres

THAT Council receive the correspondence from the Development Committee regarding a new economic evaluation model, as information;

AND THAT the correspondence be referred to staff.

Carried

11.2 Letter - Development Committee - Highway 3 Business Park Naming

Staff to consult with the existing industrial stakeholders on the north side of Highway 3 regarding the new name.

Resolution # 7

Moved By: Councillor Beres

Seconded By: Councillor Luciani

THAT Council receive the correspondence from the Development Committee regarding the naming of the Highway 3 Business Park dated December 11, 2018;

AND THAT Council adopt the name “Van Norman Innovation Park (VIP)” as the new name to market the industrial park;

AND FURTHER THAT the name “Van Norman Innovation Park (VIP)” apply to the industrial park on both sides of Highway 3.

Carried

12. Information Items

13. Mayor's Report

13.1 MYR 19-01 - CAO Performance Evaluation

Resolution # 8

Moved By: Councillor Beres

Seconded By: Councillor Luciani

THAT Council receives MYR 19-01 CAO Performance Evaluation 2018, as information;

AND THAT Council establishes and appoints a CAO Performance Review Committee;

AND THAT Council appoints Mayor Molnar, Penny Esseltine and Chris Rosehart to the CAO Performance Review Committee;

AND FURTHER THAT Council approves the proposed 2018 CAO Performance Evaluation Process as outlined in MYR 19-01.

Carried

14. Staff Reports

14.1 Chief Administrative Officer

14.1.1 CAO 19-01 - Cannabis Retailing in Tillsonburg

Staff to provide number of by-law charges laid for smoking violations in 2018.

Resolution # 9

Moved By: Councillor Rosehart

Seconded By: Councillor Gilvesy

THAT Council receive report CAO 19-01 Retail Cannabis in Tillsonburg;

AND THAT the Town of Tillsonburg not "opt out" of having cannabis retail stores located in the Town of Tillsonburg.

Carried

14.1.2 CAO-HR 19-01 Results of Collective Bargaining Negotiations with the Power Workers' Union, CUPE Local 1000

Resolution # 10

Moved By: Councillor Rosehart

Seconded By: Councillor Gilvesy

THAT Council receive report CAO – HR – 19-01 Results of Collective Bargaining Negotiations with the Power Workers' Union, CUPE Local 1000;

AND THAT Tillsonburg Council approve and ratify the Memorandum of Agreement dated December 15, 2018, between the Town of Tillsonburg and the Power Workers' Union, Canadian Union of Public Employees, (CUPE) Local 1000, in order to effect the first collective agreement for the bargaining unit;

AND THAT Tillsonburg Council authorizes the public release of the Memorandum of Agreement upon approval and ratification.

Carried

14.2 Clerk's Office

14.2.1 CLK 19-01 - Council Appointments to Boards and Committees

Staff to notify newly appointed committee members.

Motion

Moved by: Councillor Esseltine

Seconded by: Councillor Parker

THAT additional members be recruited for the Cultural, Heritage and Special Awards Committee, namely a representative of the Tillsonburg District Craft Guild (culture), a representative of the Historical Society and/or Museum (heritage), as well as the Chamber of Commerce or community leaders (special awards) for the 2019-2022.

Carried.

Motion**Moved by:** Councillor Esseltine**Seconded by:** Councillor Parker

THAT the following be included in the Terms of Reference for all Council Committees;

- Provide advice with regard to the Community Strategic Plan;
- Set out a clear plan for goals for the committee for the term;
- Liaise with other committees or organizations with overlapping roles and responsibilities.

Carried.**Resolution # 11****Moved By:** Councillor Gilvesy**Seconded By:** Councillor Parker

THAT Council receives Report CLK 19-01 Council Appointments to Board & Committees;

AND THAT a By-Law to appoint committee members be brought forward for Council consideration.

Carried

14.2.2 CLK 19-02 - Councillor Appointments to Boards and Committees**Resolution # 12****Moved By:** Councillor Gilvesy**Seconded By:** Councillor Rosehart

THAT Council receives Report CLK 19-02, Councillor Appointments to Boards & Committees;

THAT the following appointments to Tillsonburg Advisory Committees shall be for the 2018-2022 term of council;

THAT Pete Luciani be appointed to the Accessibility Advisory Committee;

AND THAT Penny Esseltine be appointed to the Cultural, Heritage and Special Awards Advisory Committee;

AND THAT Deb Gilvesy be appointed to the Economic Development Advisory Committee;

AND THAT Chris Rosehart be appointed to the Memorial Park Revitalization Advisory Committee;

AND THAT Chris Rosehart be appointed to the Museum Advisory Committee;

AND THAT Penny Esseltine be appointed to the Parks Beautification & Cemeteries Advisory Committee;

AND THAT Chris Parker be appointed to the Recreation & Sports Advisory Committee;

AND THAT Deb Gilvesy be appointed to the Tillsonburg Airport Advisory Committee:

AND THAT Pete Luciani be appointed to the Tillsonburg Transit Advisory Committee.

Carried

Resolution # 13

Moved By: Councillor Parker

Seconded By: Councillor Esseltine

THAT the following appointments to Ad Hoc Committees and affiliated organizations shall be for the 2018-2022 term of council;

THAT Stephen Molnar, Dave Beres and Penny Esseltine be appointed to the Physician Recruitment Committee;

AND THAT Stephen Molnar and Penny Esseltine be appointed to the Town Hall Project Steering Committee;

AND THAT Stephen Molnar, Pete Luciani and Dave Beres be appointed to the Otter Valley Corridor

Committee:

AND THAT Chris Parker be appointed to the Tillsonburg Non Profit Housing Corporation;

THAT Deb Gilvesy be appointed to the Business Improvement Area Board;

AND THAT Stephen Molnar and Chris Rosehart be appointed to the Police Service Board;

Carried

Resolution # 14

Moved By: Councillor Parker

Seconded By: Councillor Esseltine

THAT the following appointment to the Police Service Board shall be for a two year term:

THAT Larry Scanlan be appointed to the Police Service Board until December 31, 2020.

Carried

Resolution # 15

Moved By: Councillor Rosehart

Seconded By: Councillor Parker

THAT Dave Beres be appointed to Tillsonburg Hydro Inc. Board of Directors until the 2019 Annual General Meeting.

Carried

14.2.3 CLK 19-03 - Policy for Boards and Committees

Resolution # 16

Moved By: Councillor Esseltine

Seconded By: Councillor Parker

THAT Council receives Report CLK 19-03 Policy for Board & Committees;

AND THAT By-Law 4249 to authorize the policy be brought forward for Council consideration.

Carried

14.3 Development and Communication Services

14.4 Finance**14.4.1 FIN 19-01 - 2019 Interim Tax Levy By-Law****Resolution # 17****Moved By:** Councillor Luciani**Seconded By:** Councillor Beres

THAT Council receives report FIN19-01 2019 Interim Tax Levy By-Law 4248;

AND THAT the 2019 Interim Levy By-Law No. 4248 be brought forward for Council consideration.

Carried

14.5 Fire and Emergency Services**14.6 Operations****14.7 Recreation, Culture & Park Services****14.7.1 RCP 18-44 - Soccer Club Fence Funding Source Change****Resolution # 18****Moved By:** Councillor Luciani**Seconded By:** Councillor Beres

THAT Council receives Report RCP 18-44 – Soccer Club Fence Funding Source Change;

AND THAT Council authorize the balance of \$16,200 outstanding on the wayward ball fence installation project be funded from reserves instead of from a contribution from the Tillsonburg Minor Soccer Club.

Carried

15. New Business

16. Consideration of Committee Minutes**Resolution # 19****Moved By:** Councillor Beres**Seconded By:** Councillor Luciani

THAT Council receive the Development Committee minutes dated November 13, 2018 and December 11, 2018, and the Airport Advisory Committee minutes dated September 11, 2018 and November 26, 2018, and the Heritage, Beautification and Cemetery Advisory Committee minutes dated December 6, 2018, and the Museum Advisory Committee minutes dated December 20, 2018, and the Long Point Region Conservation Authority minutes dated November 19, 2018, as information.

Carried

17. Motions/Notice of Motions**17.1 Notice of Motion - Councillor Gilvesy - Capital Budget Project X92
SAG - Station Arts Building and Building Code Compliance****Motion****Moved by:** Councillor Gilvesy**Seconded by:** Councillor Rosehart

THAT Council waive the notice requirements contained in section 6.10 of Procedural By-law 4173 prior to the motion noted below being introduced and dealt with at tonight's Council meeting.

Defeated.**Resolution # 20****Moved By:** Councillor Gilvesy**Seconded By:** Councillor Rosehart

THAT Council review and discuss the following documentation regarding Capital Budget Project X92 SAG - Station Arts Building and Building Code Compliance:

1. Facility Condition Assessment Report - Station Arts Building
2. Unsafe Building Order - UBO-10-15-2018 - Tillsonburg Station Arts Centre

Deferred to the Council Budget Meeting on Monday, January 21, 2019.

18. Resolutions/Resolutions Resulting from Closed Session**19. By-Laws****19.1 By-Law 4244 To Appoint Dave Beres in the Deputy Mayor Position****19.2 By-Law 4245 To Amend By-Law 4207 and to Establish the Rate of Remuneration for the Deputy Mayor****19.3 By-Law 4247 To Define the Mandate and Membership for Committees Established By The Corporation of the Town of Tillsonburg****19.4 By-Law 4249 to Adopt the Policy for Boards & Committees of Council, to Define the Meeting Procedures for Committees Established by The Corporation of the Town of Tillsonburg****19.5 By-law 4248 - To Provide for an Interim Tax Levy for the Year 2019****Resolution # 21****Moved By:** Councillor Gilvesy**Seconded By:** Councillor Rosehart

THAT By-Law 4244 To Appoint Dave Beres in the Deputy Mayor Position;
and

By-Law 4245 To Amend By-Law 4207 and to Establish the Rate of Remuneration for the Deputy Mayor; and

By-Law 4247 To Adopt the Policy for Boards & Committees or Council;
and

By-Law 4249 To Adopt a Policy for Boards & Committees and To Define the Meeting Procedures for Committees established By The Corporation of the Town of Tillsonburg; and

By-Law 4248 To Provide for an Interim Tax Levy for the Year 2019, 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 # 22****Moved By:** Councillor Rosehart**Seconded By:** Councillor Gilvesy

THAT By-Law 4252, to Confirm the Proceedings of the Council meeting held on January 14, 2019, 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

Council Budget Meetings are as follow;

- Thursday, January 17, 2019 9:00 a.m. to 4:00 p.m.
- Monday, January 21, 2019 5:00 p.m. to 9:00 p.m.
- Thursday, January 24, 2019 5:00 p.m. to 9:00 p.m.

National Ringette League game in Tillsonburg on Saturday, January 19, 2019.

Tillsonburg Lions Club annual fish fry is on Wednesday, February 13, 2019.

Christmas trees still at curb side can be taken to the transfer station.

Walk for Memories Tillsonburg is on Saturday, January 19, 2019 10:00 a.m. to 12:00 p.m.

22. Adjournment**Resolution # 23****Moved By:** Councillor Rosehart**Seconded By:** Councillor Gilvesy

THAT the Council Meeting of Monday, January 14, 2019, be adjourned at 8:05 p.m.

Carried



To: Mayor and Members of Tillsonburg Council

From: Heather St. Clair, Development Planner, Community Planning

Application for Zone Change ZN 7-18-11 – K. D. Heckford Developments Inc. (Tillsonburg Developments Inc.)

REPORT HIGHLIGHTS

- The application for zone change proposes to amend the existing 'Low Density Residential – Type 2 Holding Zone (R2)' to vary several development standards for six vacant lots along Sanders Crescent to facilitate the construction of single detached dwellings.
- Agency circulation resulted in no concerns with the proposed amendments.
- Planning staff are supportive of the proposed amendments as they are generally consistent with the Provincial Policy Statement, and are in keeping with the policies contained in the Official Plan respecting low density residential development.

DISCUSSION

BACKGROUND

OWNER: K. D. Heckford Developments Inc.
213 Tillson Avenue, Tillsonburg ON N4G 3B3

APPLICANT: Tillsonburg Developments Inc.
2 Esseltine Drive, P.O. Box 158 Tillsonburg ON, N4G 4H5

LOCATION:

The subject lands are described as Lots 3-8, Plan 41M-241, Town of Tillsonburg. The subject lands are located on the north side of Sanders Crescent, lying between Arnold Street and Denrich Avenue and are municipally known as 87, 89, 91, 93, 95 & 97 Sanders Crescent, in the Town of Tillsonburg.

COUNTY OF OXFORD OFFICIAL PLAN:

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

TOWN OF TILLSONBURG ZONING BY-LAW 3295:

Existing Zoning: 'Low Density Residential – Type 2 Zone (R2)'

Requested Zoning: 'Special Low Density Residential – Type 2 Zone (R2-sp)'

PROPOSAL:

The application for zone change proposes to rezone the subject lands from 'Low Density Residential – Type 2 Zone (R2)' to 'Special Low Density Residential – Type 2 Zone (R2-sp)' to modify a number of number of site specific development standards that apply to the subject lands, many of which apply to the neighbouring lands to the west, currently zoned 'Special Low Density Residential – Type 2 (R2-15)'.

Specifically, the applicant is requesting the following site specific development provisions to facilitate the construction of one single detached dwelling for each of the six parcels affected by the application;

- an increase to the maximum lot coverage from 40% to 45% lot area;
- a reduction to the minimum required rear yard depth from 7.5 m (24.6 ft) to 6 m (19.69 ft);
- a reduction to the minimum required exterior side yard width from 6 m (19.69 ft) to 4.5 m (14.76 ft), and;
- an increase to the permitted projection for a covered deck, patio or porch into a required rear yard from 1.5 m (4.92 ft) to 3 m (9.8 ft), as well as;
- a reduction to minimum front yard depth requirement from 7.5 m (24.6 ft) to 6 m (19.69 ft).

The subject lands consist of six lots for single detached dwellings, fronting on Sanders Crescent, with an average lot area of 452.1 m² (4,866.4 ft²). The subject lands are currently vacant and surrounding land uses are predominately single detached dwellings,

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

Plate 2, 2015 Aerial Map, provides an aerial view of the subject lands as they existed in 2015.

Plate 3, Applicant's Sketch, shows configuration of the lots subject to the zone change, as provided by the applicant.

Application Review

2014 PROVINCIAL POLICY STATEMENT

Section 1.1.2 of the Provincial Policy Statement (PPS) directs that sufficient land shall be made available through intensification, redevelopment and if necessary, designated growth areas, to accommodate an appropriate range and mix of employment opportunities, housing and other land uses to meet projected needs for a time horizon of up to 20 years.

Section 1.4.1 of the PPS sets out policies which are intended to provide for an appropriate range of housing types and densities required to meet projected requirements of current and future residents. To accommodate this, planning authorities shall maintain at all times the ability to accommodate residential growth for a minimum of 10 years through residential intensification, redevelopment and if necessary, lands which are designated and available for residential development.

Further, Section 1.4.3 of the PPS directs that planning authorities shall provide for an appropriate 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, including special needs requirements;
- 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 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.

Section 1.6 of the PPS also directs municipalities to efficiently utilize existing infrastructure and public service facilities prior to the establishment of new facilities.

OFFICIAL PLAN

The subject lands are designated 'Low Density Residential' according to the Town of Tillsonburg Residential Density Plan, as contained in the County of Oxford Official Plan.

Within areas designated 'Low Density Residential', a variety of low-rise, low density housing forms including single detached, semi-detached, duplex, converted dwellings, quadraplexes and townhouses are permitted. It is intended that there will be a mixing and integration of different forms of housing to achieve a low overall density of use.

For 'Low Density Residential' areas, the maximum net residential density is 30 units per hectare (12 units per acre) and the minimum net residential density is 15 units per hectare (6 units per acre).

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

The policies of 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 development of a variety of housing forms in newly developing areas and by permitting sensitive infilling and accessory apartments in built-up areas.

ZONING BY-LAW

The subject lands are currently zoned 'Low Density Residential – Type 2 Zone (R2)' in the Town's Zoning By-law, which allows for the development of a range of low density residential development including single detached dwellings, semi-detached dwellings, and duplex dwellings.

The 'R2' zone also establishes minimum lot frontage and area provisions for the development of single detached dwellings, and requires the development of a single detached dwellings to meet several development standards, including; a minimum 7.5 m (24.6 ft) front and rear yard depth, a minimum 7.5 m (24.6 ft) exterior side yard width and a maximum lot coverage of 40% of lot area. The 'R2' zone is also subject to the Permitted Projections into Required Yard provisions of Table 5.37.1 of the Zoning By-law, which permits a covered deck, patio or porch to project into a required rear yard 1.5 (4.92 ft).

The applicant is proposing to amend these provisions to reduce the required yard setbacks and to increase the maximum lot coverage allowances. Specifically, the applicant has requested the following amendments to the 'R2' zone;

- a reduction to the minimum required rear yard depth from 7.5 m (24.6 ft) to 6 m (19.69 ft);
- a reduction to minimum front yard depth requirement from 7.5 m (24.6 ft) to 6 m (19.69 ft);
- a reduction to the minimum required exterior side yard width from 6 m (19.69 ft) to 4.5 m (14.76 ft),
- an increase to the maximum lot coverage from 40% to 45% lot area, and;
- an increase to the permitted projection for a covered deck, patio or porch into a required rear yard from 1.5 m (4.92 ft) to 3 m (9.8 ft).

AGENCY COMMENTS

This application has been reviewed by a number of public agencies. As of the writing of this report, no comments of concern had been received from any public agencies circulated.

PUBLIC CONSULTATION

Notice of the application for and notice of public meeting were circulated to surrounding property owners on December 4, 2018 and January 14, 2019. As of the date of this report, no concerns have been received regarding the proposed application.

Planning Analysis

The application for zone change proposes a number of amendments to the development standards of the 'R2' zone to facilitate the development of six single detached dwellings on Sanders Crescent that will be in keeping with the development standards of similar development in the immediate area. Specifically, these amendments propose the reduction of the required front, rear and exterior yard setbacks, as well as an increase to the maximum lot coverage and permitted projection provisions.

It is the opinion of staff that the proposal is consistent with the relevant policies of the PPS as the requested amendments will facilitate the development of low density housing that will assist in accommodating current and future residential needs in the Town, and the development is considered to be an efficient use of lands, municipal services and infrastructure within a designated settlement area.

The intent of these provisions is to maintain consistent development patterns on lands planned for low density development and to ensure that sufficient space is maintained on private property to account

for private parking, drainage and amenity space. These provisions also assist in maintaining adequate separation between private development and the public right of way.

Planning staff are satisfied that the requested amendments will facilitate the proposed development while maintaining the intent of the Zoning By-law and that they are appropriate, in this instance. Staff are satisfied that a reduction to the front and rear yard minimum depth provisions will maintain sufficient space on the subject lands to accommodate for private parking and amenity space, and no concerns were received from the Operation Services Department with regards to impact on the public right of way.

In light of the foregoing, it is the opinion of this Office that the application for zone change is consistent with the policies of the PPS and is in-keeping with the Official Plan. As such, Planning staff are satisfied that the application can be given favourable consideration subject to a number of conditions.

RECOMMENDATION

THAT the Council of the Town of Tillsonburg approve the zone change application (ZN 7-18-11) submitted by K. D. Heckford Development Inc., to rezone the subject lands from 'Low Density Residential Type 2 Zone (R2)' to 'Special Low Density Residential Type 2 Zone (R2-19)' to include several site specific provisions related to minimum exterior side yard width, front yard depth, rear yard depth and an increase to the maximum lot coverage and permitted projections into a required rear yard to facilitate the development six single detached dwellings.

SIGNATURES

Authored by:

Heather St. Clair, RPP, MCIP, Development Planner

Approved for submission by:

Eric Gilbert, RPP, MCIP, Senior Planner

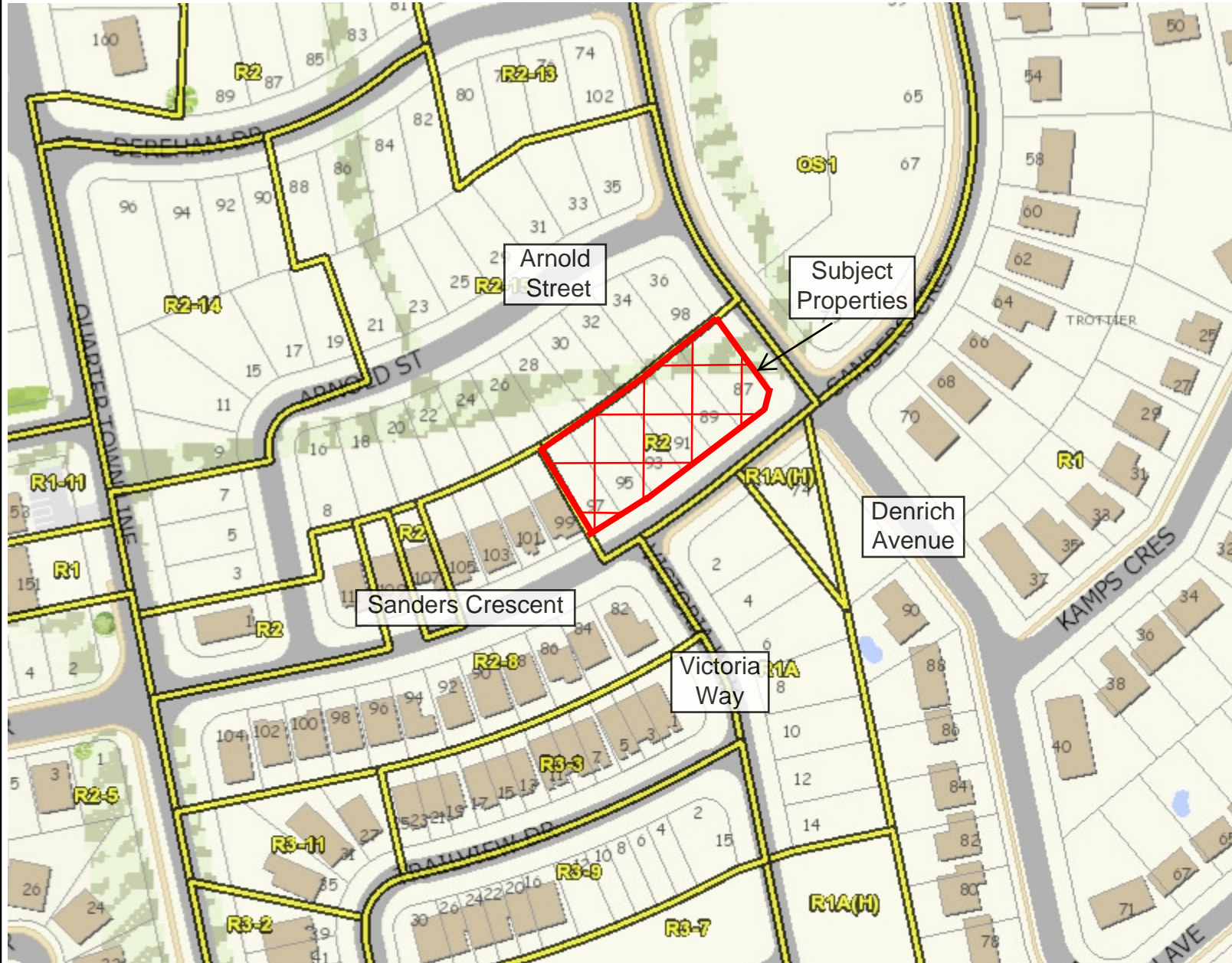
Report Approval Details

Document Title:	ZN7-18-11_Heckford Development_rpt.docx
Attachments:	- Report Attachments.pdf - 7-18-11_appl-20181126.pdf
Final Approval Date:	Jan 8, 2019











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



David Calder - Jan 8, 2019 - 11:31 AM



Legend

- Environmental Protection/Flood Overlay
 -  Flood Fringe
 -  Floodway
 -  Environmental Protection (EP1)
 -  Environmental Protection (EP2)
- Zoning
 -  Floodlines/Regulation Limit
 -  100 Year Flood Line
 -  30 Metre Setback
 -  Conservation Authority Regulation Limit
 -  Regulatory Flood And Fill Lines
 -  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

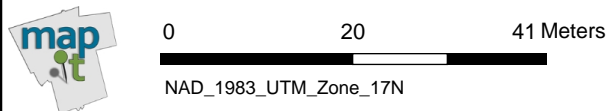
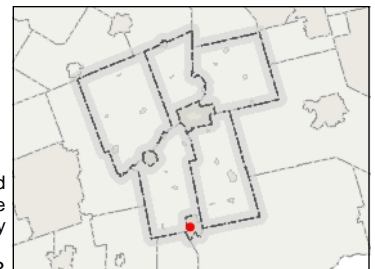
November 28, 2018



Legend

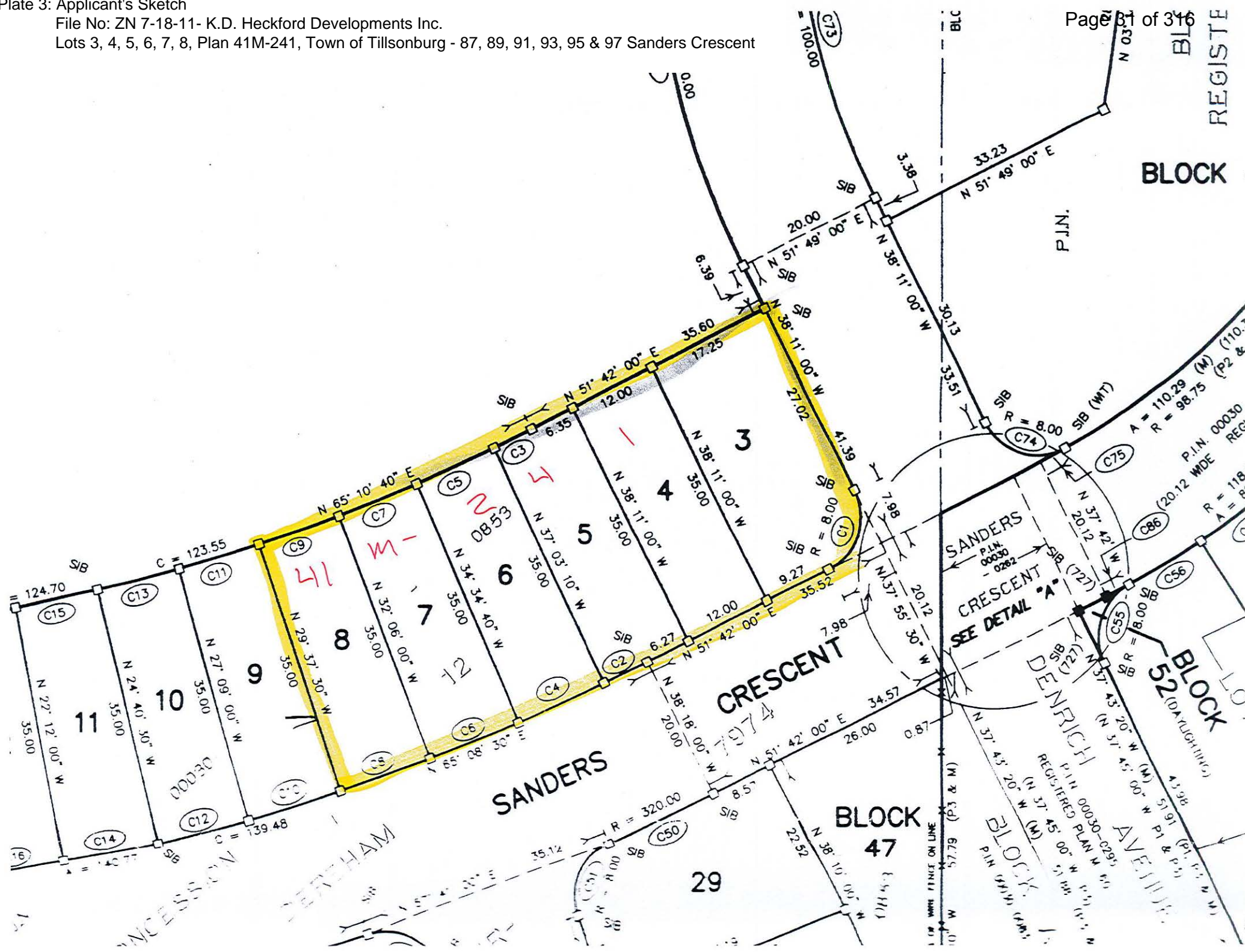
- Environmental Protection/Flood Overlay
 - Flood Fringe
 - Floodway
 - Environmental Protection (EP1)
 - Environmental Protection (EP2)
- Zoning
- Floodlines/Regulation Limit
 - 100 Year Flood Line
 - 30 Metre Setback
 - Conservation Authority Regulation Limit
 - Regulatory Flood And Fill Lines
- Zoning (Displays 1:16000 to 1:500)

Notes



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November 28, 2018





FILE NO: FN 7-18-11
DATE RECEIVED: Nov. 27/18

TOWN OF TILLSONBURG APPLICATION FOR ZONE CHANGE

1. Registered Owner(s):

Name: K. D. Heckford Developments Inc. **Phone: Residence:** _____
Address: 213 Tillson Ave., Tillsonburg, On. **Business:** (519) 842-5932
Fax: _____
Postal Code: _____ **E-mail:** kirby@tillsonburgglass.com

Applicant (if other than registered owner):

Name: Tillsonburg Developments Inc. **Phone: Residence:** _____
Address: 2 Esseltine Drive, P. O. Box 158 Tillsonburg, ON. **Business:** (519) 688-5937
Fax: (519) 688-5320
Postal Code: N4G 4H5 **E-mail:** dbradley@tillsonburgdevelopmentsinc.ca

Solicitor or Agent (if any):

Name: Tillsonburg Developments Inc. **Phone: Business:** (519) 688-5937
Address: 2 Esseltine Drive, P. O. Box 158 Tillsonburg, ON. **Fax:** (519) 688-5320
Postal Code: N4G 4H5 **E-mail:** dbradley@tillsonburgdevelopmentsinc.ca

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):

Not Applicable

2. Subject Land(s):

a) Location:

Municipality Town of Tillsonburg former municipality _____
Concession No. _____ Lot(s) 3, 4, 5, 6, 7, 8
Registered Plan No. 41M-241 Lot(s) _____
Reference Plan No. _____ Part(s) _____
The proposed lot is located on the North side of Sanders Cres., Street, lying between
Arnold Street and Denrich Ave., ~~Street~~
Street and/or Civic Address (911#): 87, 89, 91, 93, 95 & 97 Sanders Cres.

b) Official Plan Designation:

Existing: Low Density Residential
Proposed: Same

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

FOR OFFICE USE ONLY
DATE PRESCRIBED INFORMATION COMPLETE

PIN

Nov. 27/18

0003008630868

REV.APR16

- c) Zoning: Present: R2 Single Family Residential
 Proposed: R2-15 + Reduce FRONT YARD To: 6.0m
- d) Uses: Present: Vacant Residential Building Lot
 Proposed: (Include description) Residential Building Lot

3. Buildings/Structures:

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

<p>Existing/Proposed Use: _____ Date Constructed (if known): _____ Floor Area: _____ Setbacks: Front lot line _____ Side lot lines _____ Rear lot line _____</p>	<p><input checked="" type="checkbox"/> None Existing Building 1</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p><input type="checkbox"/> None Proposed Building 2</p> <p>Single family residential dwelling To be set based on Zone Change Application Approval To be determined based on Zone Change Application</p> <p>_____</p> <p>In accordance with the proposed zone change application provisions</p> <p>_____</p> <p>In accordance with the proposed zone change application provisions</p> <p>_____</p> <p>In accordance with the proposed zone change application provisions</p>
--	---	--

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

	RESIDENTIAL	COMMERCIAL/ INDUSTRIAL	INSTITUTIONAL
TYPE Apt., semi, townhouse, retail, restaurant, church, etc.	Detached residential dwelling	N/A	N/A
# OF UNITS	1 per lot	N/A	N/A
CONVERSION/ADDITION TO EXISTING BUILDING	N/A	N/A	N/A
Describe	Mixture of Bungalow, main floor maaster & 2 Storey dwellings	N/A	N/A
TOTAL # OF UNITS/BEDS	N/A	N/A	
FLOOR AREA by dwelling unit or by type (office, retail common rooms, etc.)	Dwelling design & Sq. Footage to be completed upon approval of zone change application. Size varies by lot size.	N/A	N/A
OTHER FACILITIES (playground, underground parking, pool, etc.)	located within existing subdivision.	N/A	N/A
# OF LOTS (for subdivision)	6 in-fill lots within existing plan.	N/A	N/A
SEATING CAPACITY (for restaurant, assembly hall, etc.)	N/A	N/A	N/A
# OF STAFF	N/A	N/A	N/A
OPEN STORAGE REQUIRED?	N/A	N/A	N/A
ACCESSORY RESIDENTIAL USE?	N/A	If accessory residential use, complete residential section	If accessory residential use, complete residential section

4. Site Information (proposed use(s):

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
Water supply	Publicly owned and operated piped water system	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Privately owned and operated individual well	<input type="checkbox"/>	<input type="checkbox"/>
	Other (specify) _____	<input type="checkbox"/>	<input type="checkbox"/>
Sewage Disposal	Publicly owned and operated sanitary sewer system	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Privately owned and operated individual septic tank	<input type="checkbox"/>	<input type="checkbox"/>
	Other (specify) _____	<input type="checkbox"/>	<input type="checkbox"/>
Storm Drainage	Municipal Sewers <input checked="" type="checkbox"/>	Ditches <input 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:
Single Family Residential Building Lots with similar zone change as applied for herein.

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 _____

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

If yes, describe former use:

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 Approved plan of subdivision under Plan 41M-241
May 30th, 2018

c) If known, the date the subject land was acquired by the owner? May 30th, 2018

d) If known, the length of time that the existing uses of the subject land have continued? Unknown Prior to subdivision land used as agricultural

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

I/We, K.D. HICKFORD DEVELOPMENT, am/are the owner(s) of the land that is the subject of this application for zone change and I/We authorize RONNIE MITCHELL, to make this application on my/our behalf.

Date Nov 22/18 Signature of Owner(s) [Signature] Signature of Owner(s) _____

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

I/We KIRBY HICKFORD of the TOWN OF TILLSONBURG of _____ in the County of OXFORD

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 Canada Evidence Act.

DECLARED before me at the TOWN of Tillsonburg in the County of OXford this 22 day of November 20 18

[Signature]
Owner(s)/Applicant
[Signature]
Owner(s)/Applicant

[Signature]
A Commissioner for Taking Affidavits

HELEN JOHNSON, a Commissioner, etc., Province of Ontario, for the Corporation of the Town of Tillsonburg
Expires: March 10, 2020

Notes:

1. Applications will not be considered complete until all requested information has been supplied.
2. It is required that **one original** of this application (including the sketch/site plan) be filed, accompanied by the applicable fee of **\$700.00** in cash or cheque, payable to the **Treasurer, Town of Tillsonburg**. A fee of \$1,200 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.

Promoting
the Arts
in the
Community



TILLSONBURG STATION
ARTS
CENTRE
ARTS, CULTURE, COMMUNITY & HERITAGE

Our Mission

To Promote the Arts in the Community

Our Vision

Arts

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

Arts

- 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
- Beyond the Garden Gate Tour
- Holiday Tour of Homes
- Trivia Night
- Wine & Cheese event
- Oxford Studio Tour
- Dinner & Auction Gala
- Tours
- Intimate concerts

Community

- volunteerism
- partnerships that benefit all
- memberships
- skill placements
- community resource
- Help Portrait
- e-waste disposal

Heritage

- local & provincial Designated heritage site
- preserving & sharing history

Visitors

2014-23082

2015-25683

2016-26458

2017-26800

2018-27695

Station Visitors

People visit the Station for many reasons

- 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

Arts Programming Is

-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

*Art for Art's Sake?
The Impact of Arts Education
Centre for Educational Research and Innovation*

...and just plain fun

JANUARY

SURFACE DECORATING
WITH CHRIS SNEEDEN
When: Jan. 19th-Mar. 9/19
Time: 10am-1pm
Member: \$175 Non-Mem: \$185
One leather hard, one bone
dry and carving tools

POTTERY HANDBUILDING
WITH ROBERT BOYD
When: Tues Jan. 22-Mar. 5th/19
Time: 6:30-8:30pm
Member: \$85 Non-mem: \$95
All materials included

FEBRUARY

POTTERY AND POUR WITH
HEATHER CMOCAERT
Date(s): Friday Feb. 1/19
Time: 7-9pm Doors open at 6:30pm
Cost: \$45 - Includes clay, tools, glaze, I
nstructor,
and a generous glass of wine.

UNRAVEL WATERCOLOUR
MYSTERIES WITH PAT DUWYN
When: Feb. 9/19
Time: 10-3pm
Member: \$40 Non-mem: \$50
Material list provided

ALCOHOL INK COASTERS
WITH VALERIE ZADOW
When: Feb. 12/19
Time: 6:30pm-8:30pm
Member: \$35 Non-Mem: \$45

INTERMEDIATE PHOTOGRAPHY
WITH MICHEL KLARENBECK
When: Sat. Feb. 23/19
Time: 9am-3pm
Member: \$40 Non-Mem: \$50
Material List provided

PALETTE KNIFE PAINTING
WITH SUSAN BENNETT
Date(s): Feb. 23- Mar. 30/19
Member: \$130 Non-mem: \$140
Material List provided



FOR MORE INFO
519-842-6151
classes@stationarts.ca
www.stationarts.ca

MARCH

IMAGING FOR YOUR PORTFOLIO
WITH MICHEL KLARENBECK
Date: Sat. Mar. 9/19
Time: 9am to 3pm
Member: \$40 Non-Mem: \$50
Material List Provided

STAINED GLASS
WITH PHYLLIS ZAPADINSKY
Dates: Mar. 21-Apr. 11/19
Time: 6:30-8:30pm
Member: \$50 Non-Mem: \$60
All material included

OCARINA WORKSHOP
WITH PAM WALSH
When: Mar. 23-24th/19
Time: 9-4pm (sat) 10-3 (sun)
Member: \$65 Non-Mem: \$75
Material List Provided

APRIL

MAKING AN IMPRESSION
WITH CATHY GROULX
When: Apr. 2nd, 9th, 16th, 2019
Time: 10am-3pm
Member: \$80 Non-Mem: \$90
Material List Provided

UKRAINIAN EGG WORKSHOP
WITH PHYLLIS ZAPADINSKY
When: Apr. 6/19
Time: 10-4pm
Member: \$45 Non-member: \$55
All Materials included

BLACK AND WHITE
PHOTOGRAPHY
WITH MICHEL KLARENBECK
When: Apr. 13/19
Time: 9-3pm
Member: \$40 Non-Mem: \$50
Material list provided

THAWING OUT FOR SPRING
WITH DEB BEARD
When: Apr. 27/19
Time: 10am start
Member: \$50 Non-Mem- \$60
Bisque fired pieces required

MAY

THE NEXT STEP DRAWING FOR
ADULTS
WITH MERCEDES SCHUSTER
When: May 11 & 12/19
Time: 9-12pm
Member: \$45 Non-Mem: \$55
Material List Provided

JUNE
ADULTS WORKSHOP
WITH VANGIE LEGEL
When: June 1st, 2019
Time: 9-3pm
Member: \$70 Non-Mem: \$80
Material List Provided

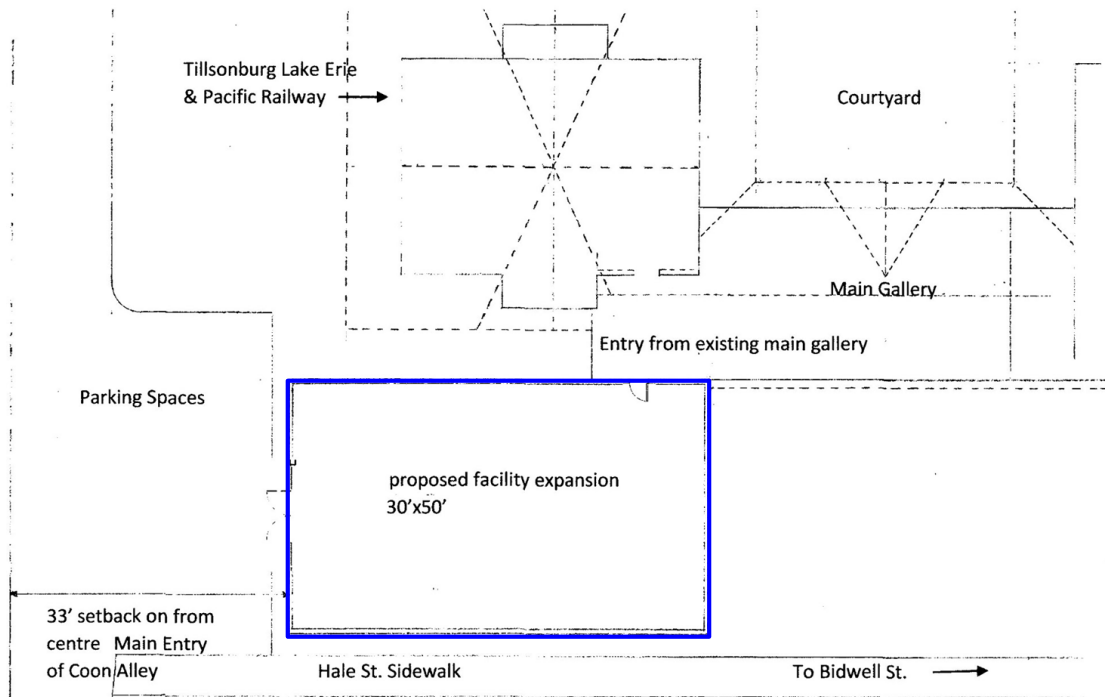
LONE RIDER - BICYCLE WITH WARM
SHADOWS WORKSHOP
WITH ANITA WOOD
When: June 3rd, 2019
Time: 9:15-4pm
Member: \$70 Non-Mem: \$80
Material List Provided

ALWAYS ADDING NEW CLASSES AND
PROGRAMS. CHECK BACK OFTEN!

PROGRAMS

TILLSONBURG
STATION ARTS
CENTRE

Site Expansion Proposal 41 Bridge St. W.
Frontage on Bridge St. W.



- The new structure is assumed to be a 4' frost line footing
- Entries off parking area and through existing main gallery

Expansion Option

- opportunity to explore options
- increase functionality & accessibility
- provide a safe & creative environment

E-Waste Program

2018

E-waste Collection
(102,630 kg)

225,786 lbs!

2014- 2017

Collection of E-Waste

Over
1,000,000 lbs
of e-waste
was
redirected away
from landfills



Contribution

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

Many Thanks!

Thank you
for the
Opportunity
& support
so that arts &
culture can grow
in the Town of
Tillsonburg



**On Behalf
of the Station Arts Centre
board, staff, volunteers,
members & visitors**

Station Arts Centre
41 Bridge St. W.
Tillsonburg, Ontario N4G 5P2

Presentation to Town Council January 28, 2019

Presenter: Gale Connor, President

Mayor Molnar, Councilors & Town Staff...

For those of you who may not know, our 'mission' is to 'promote the arts in the community', our 'vision' is 'arts, culture, community & heritage'.

Facilities like ours do not exist without the support of dedicated volunteers, the Town of Tillsonburg, local businesses and organizations. We only exist and grow because they believe in who we are and what we do.

We partner with community groups, agencies & the Town with things like the Creative Imagination Festival which is part of Turtlefest, community Beyond the Garden Gate Tours, Holiday Tour of Homes, Holiday Arts Market, Help Portrait, Woodstock Art Gallery's Visual Elements 360, Oxford County events etc. We saw 27,695 people through our facility in 2018.

We were granted use of our building in 1982. In the mid-Nineties, the Town permitted us to relocate a second heritage train station in Tillsonburg to the property and construct an interconnecting gallery space between. We have upgraded the entrance doors to barrier free & added a barrier free washroom. We have upgraded & maintained the building all along. Although you had a fleeting visit to the Station, we invite any & all of Council for a more in depth tour of this historic facility.

I come with a proposed agreement, known as a Memorandum of Understanding, which more clearly shows the 2 facets of this partnership with the Town. It speaks to both Arts & Culture, & Tourism. The Station can & has affected change for the better, in our community, through this relationship & these initiatives.

We are asking for a 3 year term commitment. We did not request an operational increase for 2019, only consideration that 2020 & beyond be indexed to inflation. Current circumstances & our valued partnership of many years were taken into consideration with this request.

The Town & Station face a new challenge. Although we have lost access for public space & storage, working together we have found short term solutions. We creatively use & maximize the space we have available. Upcoming programming is quite extensive & keeping things organized & running smoothly is crucial.

To find a long term solution, the Station has been working to research alternatives to gain essential space.

We have given our Town Liaison a proposal to address functionality & accessibility. Our recommendation is an addition to the existing building. This would significantly improve access for the general public to programming & cultural experiences.

We realize that we would affect the playground associated with Sonbeam Daycare located to the south of the Station. No discussions have taken place as this is a proposal only. We have not approached any businesses or Station supporters to see if they would be willing to provide some "in kind or reduced rate" assistance.

As a Municipal building, we feel the addition becomes part of the structure & therefore Town owned. We are, however, willing to: possibly invest, search out grant opportunities & speak with businesses & Station supporters to enable moving the project forward in the most efficient way possible. We need the space to do what we do, to improve and expand on cultural experiences, & participation through: exhibitions, classes, workshops for adults, youth & children, in-house groups, PA days, March Break camp, summer programs etc.

We are a hardworking organization that tries & succeeds in being as self sufficient as we can. We opened the facility to rentals as a source of income to help pay the bills but this can limit what & when exhibitions can be shown. While this is not the main focus of income, it does provide us with some financial ease.

Our e-waste program also provides a stream of income & we are trying to maximize this. Income is split between us & our partnership with the Tillsonburg Scout Association who also provide manpower to look after the bin. We have been very successful in redirecting e-waste & keeping it out of landfill sites. From 2014 - 2017 we have redirected over 1 million lbs of e-waste. For councilors who don't know, we were awarded the Tillsonburg Chamber of Commerce Environmental Award in 2017. We are the #1 non-profit/charitable organization in Ontario for e-waste collection. A bin is filled & replaced biweekly. Each filled bin averages 7,700 lbs. In 2018 alone, we redirected a total of 225,786 lbs away from landfill. We are working with the Town to establish a 2nd site at the Transfer Station. We have approval from OES for a 2nd bin & are waiting to hear from the Town when this can take place. As requested by the Town, we are in process of moving our established site from the parking lot at Bidwell & Bridge St. W. to private property across from our caboose. This will allow uninterrupted collection, maintenance & surveillance. We hope to have this done shortly.

We work very hard to give back fair value for the assistance you graciously provide to us. We appreciate & enjoy our partnership with the Town. We want to see Tillsonburg grow culturally & be a platform to help with that. On a personal note, I believe in the Station & what it does & can do. I believe in the partnership with the Town & how we can grow together & thank you for the opportunity to enter into a renewed relationship.

THE GREAT TRAIL LE GRAND SENTIER


Honorary Patron

Her Excellency the Right Honourable
Julie Payette, C.C., C.M.M., C.O.M., C.Q., C.D.
Governor General of Canada

Présidente d'honneur

Son Excellence la très honorable
Julie Payette, C.C., C.M.M., C.O.M., C.Q., C.D.
Gouverneure générale du Canada

**Board of Directors
Conseil d'administration**
**Trans Canada Trail
Sentier Transcanadien**

Neil Yeates
(Chair/Président)
Japman Bajaj
Eric Gionet
James Goulden
Graham Green
Ron Hicks
Michael Lindsay
(Vice-chair/vice-président)
Carolyn MacKay
Michele McKenzie
Emma Mohns
Valerie Pringle
Patrice Ryan
Robyn Seetal
Gillian Winckler
Kim Wynn

**Trans Canada Trail Foundation
Fondation du sentier Transcanadien**

Valerie Pringle, C.M., LL.D.
(Chair/Présidente)
David Cottingham
Kirby Gavelin
Laureen Harper
Amanda Lang
Michael Lindsay
Ian Pearce
Aidan Richardson
Ed Steeves
Neil Yeates

**President & CEO
Présidente et chef de la direction**
Deborah Apps

January 8, 2019

His Worship Stephen Molnar
200 Broadway Street
Tillsonburg, ON N4G 5A7

Dear Mayor Molnar,

It is with great pleasure that I am writing today to congratulate you on your recent electoral win. As you may know, your municipality is home to an important section of The Great Trail, created by Trans Canada Trail (TCT) and its partners. Because of your community's love of this national treasure, it has declared itself a TCT *Champion Community*.

We are thrilled that The Great Trail, spanning more than 24,000 km, is now connected from coast to coast to coast. Since this project was launched in 1992, TCT has relied on the involvement and endorsement of communities such as yours, which have lent their names to our cause in order to raise awareness about this massive undertaking and to extend our reach across the country. Thanks to the support of communities like yours, and to the dedication of thousands of volunteers and donors, the dream that was born 25 years ago has become a reality.

As a *Champion Community*, we look forward to including the Town of Tillsonburg in our listings of Trail *Champions* in future publications, and to updating you on our activities and inviting you to participate in events taking place in your area.

Please do not hesitate to contact me if you have any questions or suggestions. My office can be reached at ceo@tctrail.ca or at 514-485-4341.

Best regards,

Deborah Apps
President & CEO

Encl.

January 18, 2019

To the Head & Members of Council:

Re: Report of the OGRA Nominating Committee



The OGRA Nominating Committee met on January 3, 2019 and recommended a slate of candidates to the Board of Directors. The Board ratified the report as presented. The recommended slate is as follows:

Northern Zone (One to be elected)	
Cheryl Fort Mayor Township of Hornepayne	
Southwest Zone (Two to be elected)	
Kelly Elliott Deputy Mayor Municipality of Thames Centre	John Parsons Division Manager, Transportation & Roadside Operations City of London
South Central Zone (Two to be elected)	
Robin Dunn, CAO Township of Oro-Medonte	Donna Jebb Councillor Town of New Tecumseth

The above candidates will serve for a two year term.

The following current Board members do not have to be re-elected to the Board and will automatically assume the following positions effective February 27, 2019:

President:	Rick Kester , CAO, City of Belleville
1 st Vice President:	Rick Harms , Project Engineer, City of Thunder Bay
2 nd Vice President:	Dave Burton , Mayor, Municipality of Highlands East
Immediate Past President:	Chris Traini , County Engineer, County of Middlesex
Directors:	Paul Ainslie , Councillor, City of Toronto
	Antoine Boucher , Director of Public Works & Engineering, Municipality of East Ferris
	Steven Kodama , Director, Transportation Services, City of Toronto
	Bryan Lewis , Councillor, Town of Halton Hills
	Paul Schoppmann , Mayor, Municipality of St.- Charles
	Michael Touw , Manager of Operations, County of Peterborough

The above will serve on the 2019-2020 Board of Directors making a total of 15 on the Board.

The above slate of candidates will be ratified at the Annual Conference to be held in February, 2018. If any municipal or First Nation member would still like to put their name forward for a position on the Board of Directors they must fill out and return the attached Nomination Form. All nominations must be postmarked or received by fax or e-mail no later than February 1, 2019 and sent to:

Ken Laupé, Chair
Nominating Committee
1525 Cornwall Road
Unit 22,
Oakville, Ontario
L6J 0B2

Fax: 289-291-6477
E-mail: info@ogra.org

Please be advised that if any additional nominations are received by the deadline noted that an election will be required at the OGRA Conference.

Any questions regarding the Nomination process or serving on the Board of Directors can be directed to the undersigned at joe@ogra.org.

Yours truly,

J. W. Tiernay,
Executive Director

c. Ken Laupé, Chair, Nominating Committee

Donna Wilson

From: Mark Renaud <m.renaud@tillsonburgbia.ca>
Sent: January 22, 2019 1:34 PM
To: Donna Wilson
Cc: Cedric Tomico; cedric@nu-decor.ca
Subject: Minutes from BIA AGM
Attachments: Minutes for January 16 2019 AGM.docx

Good day Donna.

Please refer to the attached minutes of the BIA AGM which was held on Wednesday, January 16th, 2019. These minutes include a resolution pertaining to the new Board of Management members for approval by Municipal Council.

Please let me know if you have any questions.

Mark Renaud
Executive Director
Tillsonburg Business Improvement Area
20 Oxford Street, TILLSONBURG, ON N4G2G1
519-403-6352



From: Minister (MMAH) [<mailto:minister.mah@ontario.ca>]
Sent: Tuesday, January 15, 2019 2:28 PM
To: David Calder
Subject: A Message From Minister Steve Clark

**Ministry of
Municipal Affairs
and Housing**

Office of the Minister

777 Bay Street, 17th Floor
Toronto ON M5G 2E5
Tel.: 416 585-7000
Fax: 416 585-6470

**Ministère des
Affaires municipales
et du Logement**

Bureau du ministre

777, rue Bay, 17e étage
Toronto ON M5G 2E5
Tél. : 416 585-7000
Télééc. : 416 585-6470



January 15, 2019

Dear Mayor Molnar:
smolnar@tillsonburg.ca

As you are aware, our government is undertaking a review of regional government in Ontario. Regional governments have been in place in Ontario for 50 years. In that time populations have changed, infrastructure pressures have increased, and taxpayers' dollars have been stretched. Building on what's working well, the review will identify improvements to make better use of taxpayer dollars while ensuring government works efficiently and effectively for the people.

Today, I [announced](#) our government's plan to move forward on this commitment with the appointment of two special advisors who will conduct the review and provide me with recommendations. These two advisors are Michael Fenn and Ken Seiling.

Michael and Ken have extensive knowledge and experience in municipal government and I am confident in their ability to deliver on this important commitment.

As the head of council, you are responsible for making local decisions and providing high-quality service to the residents of your community. Your participation in this review is crucial to help us understand the unique needs of your region.

You can expect to hear from the advisors shortly regarding the review and how you will be engaged. I look forward to hearing your opinions and ideas to ensure municipalities in your region are working for the people.

Sincerely,

A handwritten signature in blue ink that reads "Steve Clark".

Steve Clark
Minister

c: David Calder, CAO
dcalder@tillsonburg.ca



Regional government review

We are reviewing the governance, decision-making, and service delivery functions of 8 regional municipalities and Simcoe County. Learn more about the review and how you can participate.

Overview

With the help of an advisory body comprised of 2 special advisors, we are reviewing regional governments and Simcoe County to help ensure that these municipalities are working effectively and efficiently, and can continue to provide the vital services that communities depend on.

Participate in the review

The review will include consultations with municipal councilors and leaders, stakeholder organizations and the public in the spring of 2019.

The special advisors

The Minister of Municipal Affairs and Housing has appointed 2 special advisors as an advisory body to help with this review, Ken Seiling and Michael Fenn.

The special advisors will follow the terms outlined in the [terms of reference](#).

Municipalities covered under the review

The review covers Ontario's 8 regional municipalities (Durham, Halton, Muskoka District, Niagara, Oxford County, Peel, Waterloo, York), Simcoe County, and their lower-tier municipalities.

In total, 82 upper and lower-tier municipalities are included in the review.

Durham Region

- Ajax
- Brock
- Clarington
- Oshawa
- Pickering
- Scugog
- Uxbridge
- Whitby

Halton Region

- Burlington
- Halton Hills
- Milton
- Oakville

Muskoka District

- Bracebridge
- Gravenhurst
- Georgian Bay
- Huntsville
- Lake of Bays
- Muskoka Lakes

Niagara Region

- Fort Erie
- Grimsby
- Lincoln
- Niagara Falls
- Niagara-on-the-Lake
- Pelham
- Port Colborne
- St. Catharines
- Thorold
- Wainfleet
- Welland
- West Lincoln

Oxford County

- Blandford-Blenheim
- East Zorra-Tavistock
- Ingersoll
- Norwich
- South-West Oxford
- Tilsonburg
- Woodstock
- Zorra

Peel Region

- Brampton
- Caledon
- Mississauga

Waterloo Region

- Cambridge
- Kitchener
- North Dumfries
- Wilmot
- Waterloo
- Wellesley
- Woolwich

York Region

- Aurora
- East Gwillimbury
- Georgina
- King
- Markham
- Newmarket
- Richmond Hill
- Vaughan
- Whitchurch-Stouffville

Simcoe County

- Adjala-Tosorontio
- Bradford West Gwillimbury
- Clearview
- Collingwood
- Essa
- Innisfil
- Midland
- New Tecumseth
- Oro-Medonte
- Penetanguishene
- Ramara
- Severn
- Springwater
- Tay
- Tiny
- Wasaga Beach

Terms of reference for the special advisors

Background

Since Ontario's regional municipalities were established in the 1970s, populations have grown or changed, infrastructure pressures have increased, and taxpayers' dollars are being stretched.

The government is committed to undertaking a review of regional government and Simcoe County to help ensure that the upper- and lower-tier municipalities in these geographic areas are efficient and accountable to their residents and businesses.

The review will cover Ontario's eight regional municipalities (Halton, York, Durham, Waterloo, Niagara, Peel, Muskoka District, and Oxford County) and their lower-tier municipalities. Simcoe County and its lower-tier municipalities will be included in the review because of its rapid growth and associated challenges.

Mandate

1. The mandate of the advisory body is to provide expert advice to the Minister of Municipal Affairs and Housing and to make recommendations to the government on opportunities to improve regional governance and service delivery.

Recommendations from the advisory body will focus on the following questions:

Questions on municipal governance and decision-making;

- a. Is the decision-making (mechanisms and priorities) of upper- and lower-tier municipalities efficiently aligned?
- b. Does the existing model support the capacity of the municipalities to make decisions efficiently?
- c. Are two-tier structures appropriate for all of these municipalities?
- d. Does the distribution of councillors represent the residents well?
- e. Do the ways that regional councillors/heads of council get elected/appointed to serve on regional council help to align lower- and upper-tier priorities?

Questions on municipal service delivery;

- f. Is there opportunity for more efficient allocation of various service responsibilities?
- g. Is there duplication of activities?
- h. Are there opportunities for cost savings?
- i. Are there barriers to making effective and responsive infrastructure and service delivery decisions?

Responsibilities of the advisory body

2. The responsibility of the advisory body is to deliver expert advice to the Minister based on the subject-matter expertise of the two special advisors and the assessment of feedback received through the consultation process.

The advisory body will solicit input from elected and appointed council members, municipal and business stakeholders and members of the public from the nine upper-tier municipalities and 73 lower-tier member municipalities. The consultation process will include, but is not limited to:

- a. initial interviews with all upper and lower-tier heads of council in early 2019 to elicit their views on an individual basis and to prepare for group consultations in spring 2019
- b. consultations with all nine upper-tier councils as well as the Mayors and Regional Chairs of Ontario (MARCO)

- c. engaging key municipal associations such as the Association of Municipalities of Ontario (AMO), the Association of Municipal Managers, Clerks and Treasurers of Ontario (AMCTO), etc.
- d. a provincially-hosted online consultation targeted to residents and businesses within the regions and Simcoe County
- e. accessing background information and expertise as needed to inform the review by meeting with municipal staff and appointed/elected officials, or by reviewing research, reports, and other materials
- f. other consultation methods deemed appropriate to solicit additional input from other stakeholders, communities and/or organizations

Support for the advisory body

3. Staff from the Ministry of Municipal Affairs and Housing will provide administrative support to the advisory body as needed. This may include, but is not limited to, logistical and writing support, the provision of access to relevant background information (e.g. research, reports), subject-matter expertise and setting meetings with municipal staff or elected and appointed officials. The advisory body will direct media inquiries to the Ministry.

Deliverables

4. The advisory body will develop a work plan that will outline the proposed approach for delivering on the review and submit it to the Ministry on or before January 18, 2019 for approval.
5. The advisory body will develop a detailed consultation plan for the review and submit it to the Ministry on or before January 31, 2019 for approval.
6. The advisory body will develop recommendations for the Minister for the purpose of improving governance, decision-making and service delivery in the regions/Simcoe County and their lower-tier municipalities, and actionable options for implementation.
7. These recommendations will be submitted in the form of a written document to the Minister, and could be specific to particular regions/Simcoe County to account for their different needs, challenges, resources and objectives.

Timeframe

8. The work of the advisory body will begin on December 20, 2018. Recommendations will be submitted to the Minister in Summer 2019. The Minister may retain the special advisors to assist with additional advice until September 30, 2019.

Conflict of interest

9. Members of the advisory body are required to declare to the Ministry any actual, potential, or perceived conflict of interest arising in regard to any matter under discussion as part of the review.

Confidentiality and access to information

10. Members of the advisory body shall not use or disclose any confidential information, either during or after the appointment, obtained as a result of their appointment for any purpose unrelated to the duties of the appointment, except if required to do so by law or authorized to do so by the Minister.

11. All materials produced by the advisory body, including research analysis, reports and recommendations, are the exclusive property of the Ministry and may be released publicly at the discretion of the Ministry.

12. Background research reports prepared for the advisory body are the exclusive property of the Ministry and may be made available to the public at the discretion of the Ministry.

13. Documents in the possession of the Ontario Public Service related to the work or support for the advisory body will be subject to the provisions of the *Freedom of Information and Protection of Privacy Act*.

Questions about the review

If you have any questions or want more information, email us at regionalgovreview@ontario.ca (<mailto:regionalgovreview@ontario.ca>).

Updated: January 16, 2019

Published: January 15, 2019

Related

[List of Ontario municipalities \(http://www.mah.gov.on.ca/Page1591.aspx\)](http://www.mah.gov.on.ca/Page1591.aspx)

From: Ted Comiskey [<mailto:mayor@ingersoll.ca>]
Sent: January-17-19 9:20 AM
To: Subject: IMPORTANT - Update For Demand the Right Coalition

Good afternoon

Municipal governments, like yours, have achieved an important milestone. In late November, Environment Minister Rod Phillips stated that “municipalities will have a say in the siting of landfills” – as part of his “Made in Ontario Action Plan”, <https://prod-environmental-registry.s3.amazonaws.com/2018-11/EnvironmentPlan.pdf>.

This is a major achievement for the Demand The Right Coalition of Ontario Municipalities (currently 70 municipalities strong), which includes your municipality.

Here’s what we need you and your municipality to do next:

1. The Ontario Government has asked for comments on the Plan. Please click on this link <https://t.co/ai1NsoBXT0>. It will take you directly to the proposed plan. Scroll down to the bottom of the page and click on the COMMENT section. You have until January 28th to provide your comments – **ENCOURAGE THE GOVERNMENT TO PROVIDE MUNICIPALITIES WITH THE RIGHT TO APPROVE NEW LANDFILLS, NOT JUST A “SAY”**.
2. If you have a Twitter account, go to our campaign’s Twitter page @landfillapproval. All municipalities, mayors, and Councillors are encouraged to follow us and use the hashtag #demandtheright and #onpoli.
3. Re-affirm your municipality’s commitment to landfill approval rights by introducing and approving a revised Demand The Right Motion (attached). Email the revised motion to rod.phillips@pc.ola.org, your local MPP, and forward a copy to info@demandtheright.ca.
4. Join us at ROMA on January 29th, 7:30am for a special breakfast event. We hope to gather as many of the Demand The Right municipal leaders together as possible to update you on our progress. Let’s show the government how important this legislation is!

Sincerely

Ted Comiskey
Chair, Demand The Right Coalition of Ontario Municipalities
Mayor, Town of Ingersoll
mayor@ingersoll.ca
519.902.6783

**Ministry of
Municipal Affairs
and Housing**

Office of the Minister

777 Bay Street, 17th Floor
Toronto ON M5G 2E5
Tel.: 416 585-6500**Ministère des
Affaires municipales
et du Logement**

Bureau du ministre

777, rue Bay, 17^e étage
Toronto ON M5G 2E5
Tél. : 416 585-6500

January 24, 2019

Dear Head of Council:

On June 7, 2018 the people of Ontario set a clear agenda for our government – they elected a government that believes in transparency and accountability for the people, they wanted a government that prioritizes fiscal responsibility and they wanted a government that would clean up the regulatory environment and make Ontario open for business.

As you know, we recently introduced Bill 66 – the proposed Restoring Ontario's Competitiveness Act, 2018. Included in the legislation, were proposed changes to the *Planning Act* that would create a new economic development tool, the open-for-business planning by-law. The tool would be available to all local municipalities to ensure they can act quickly to attract businesses seeking development sites by streamlining land use planning approvals.

The use of this tool would never have been approved at the expense of the Greenbelt or other provincial interests like water quality or public health and safety. Our Made-in-Ontario Environment Plan committed to strong enforcement action to protect our lakes, waterways and groundwater from pollution. We will build on the ministry's monitoring and drinking water source protection activities.

That said, our Government for the People has listened to the concerns raised by MPP's, municipalities and stakeholders with regards to Schedule 10 of Bill 66 and when the legislature returns in February, we will not proceed with Schedule 10 of the Bill.

For a copy of Bill 66 – the proposed Restoring Ontario's Competitiveness Act, 2018 and to monitor the status of the Bill through the legislative process, please visit the Legislative Assembly of Ontario website: www.ola.org/en/legislative-business/bills/parliament-42/session-1/bill-66.

Sincerely,

A handwritten signature in blue ink that reads "Steve Clark".

Steve Clark
Minister

Donna Wilson

From: Karen Martin <kmartin@zorra.on.ca>
Sent: January 24, 2019 1:10 PM
To: rmordue@blandfordblenheim.ca; Donna Wilson; ahumphries@cityofwoodstock.ca; mgraves@ingersoll.ca; clerk@swox.org; kkruger@norwich.ca; Chloe Senior; wjaques@ezt.ca
Subject: Regional Review
Attachments: 7.7a Minister Steve Clark.pdf

Good afternoon,

Please be advised that the Township of Zorra Council passed the following resolution at the January 23, 2019 Council Meeting:

Whereas the Township of Zorra is in receipt of the letter from the Minister of Municipal Affairs and Housing dated January 15, 2019 (attached) regarding a review of regional government;
 And whereas the Township of Zorra is one of eight area Municipalities in the County of Oxford;
 And whereas it is understood that Municipal Governments are "creatures of the Province";
 And that the Province of Ontario is within its right to conduct such a review, and identify improvements to make better use of taxpayer dollars while ensuring government works efficiently and effectively for the people;
 And whereas, the Township of Zorra is well aware of the changing pressures on Municipal Government, and continually stretching our tax dollars and building on what's working well;
 Therefore be it resolved that the Township of Zorra welcomes such a review and looks forward to participating in it;
 And, that the Township of Zorra believes that the most effective implementation of such changes would be if they were identified by prescribed outcomes and implemented by the Municipalities themselves with approval of the Province similar to an Official Plan process;
 And that this resolution be forwarded to all Oxford Municipalities, and the Minister of Municipal Affairs and Housing."

Thanks,

Karen Martin, BA, MPA
 Director of Corporate Services
 Township of Zorra
 274620 27th Line
 P.O. Box 306
 Ingersoll, ON N5C 3K5
 Ph. 519-485-2490 ext. 228 or 1-888-699-3868
kmartin@zorra.on.ca
www.zorra.on.ca



	Report Title	Master Service Agreement Between the Corporation of the Town of Tillsonburg and Tillsonburg Hydro Inc.
	Report No.	CAO19-02
	Author	David Calder, CAO
	Meeting Type	Council Meeting
	Council Date	January 14, 2019
	Attachments	<ol style="list-style-type: none"> 1. Master Service Agreement 2. Red lined version of the Master Service Agreement

RECOMMENDATION

THAT Council receive report CAO 19-02 Master Service Agreement between the Corporation of the Town of Tillsonburg and Tillsonburg Hydro Inc. for information.

And that the Master Service Agreement between the Corporation of the Town of Tillsonburg and Tillsonburg Hydro Inc. be approved and effective January 28, 2019 to December 31, 2023.

And that a By-law be brought forward for Council consideration.

EXECUTIVE SUMMARY

The purpose of this report is to obtain authorization to enter into a Master Service Agreement between the Corporation of the Town of Tillsonburg and Tillsonburg Hydro Inc. The agreement outlines all the services that are provided by the Corporation of the Town of Tillsonburg and paid for by Tillsonburg Hydro Inc. This agreement is required under the Affiliates Relationship Code (an Ontario Energy Board requirement) in order to ensure the services provided by the Town to Tillsonburg Hydro Inc., are documented and formalized in an agreement between the two legal entities.

BACKGROUND

Council will recall that the Shareholder established a Tillsonburg Hydro Inc. Shareholder Governance Committee (the "Committee") comprised of Councillor Hayes, Councillor Stephenson and Mayor Molnar, to review documentation relating to Tillsonburg Hydro Inc. (THI). The documentation for review by the Committee consisted of the Memorandum of Understanding and Direction (MOUD) between the Town of Tillsonburg (Shareholder) and THI, the Master Service Agreement (MSA) which is a provision of service agreement between the Town of Tillsonburg (not as Shareholder) and Tillsonburg Hydro Inc., and the THI Corporate By-

laws. The Committee determined that the Corporate By-laws were the purview of THI as a separate corporation so the Committee did not review or comment on the THI Corporate By-laws. The Committee focused on the MOUD and the Master Service Agreement. The MOUD was approved by the Shareholder at the 2018 THI Annual General Meeting.

The MSA was to come to Council at a later date as it had not been reviewed by the THI Board of Directors as the Board direction was to wait until the MSA was approved. Council has approval authority for the MSA as it is an agreement between the Council of the Town of Tillsonburg and the Board of Directors of THI.

At its meeting of November 28, 2018, the Board of Directors passed the following motion:

“THAT the Master Service Agreement as presented hereto be adopted.

AND THAT the document be presented to the Town of Tillsonburg Council for consideration.”

It is now in order for the Council of the Town of Tillsonburg to approve the Master Service Agreement and authorize the signing of the agreement by the Mayor and Clerk.

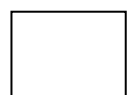
The MSA being presented to Council contains a number of housekeeping revision such as additional and refined definitions, revised liability and indemnification clauses (reviewed by Town insurer), clarification around the joint committee (not a management committee), additional invoicing and reporting requirements and wording simplification related to Schedule “A” – List of Services. It should also be noted that a Section A.11, Health and Safety was added to the List of Services. Finally, Schedule “B” – Costs was revised to clarify the payment by THI to the Town of actual costs related to third party costs, internal direct costs and indirect or overhead costs.

Due to the timing of the review by Tillsonburg Hydro Inc., and getting the final version of the Master Service Agreement to Council for approval, staff is recommending that the term of the agreement be from January 28, 2019 to December 31, 2023 rather than from January 1, 2018 to December 31, 2022.

The Master Service Agreement was reviewed the by Senior Leadership Team and input was also provided by the Manager of Hydro Operations. In addition, in the role of President to THI, the CAO participated in meetings of the THI Review Committee.

FINANCIAL IMPACT/FUNDING SOURCE

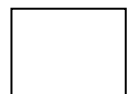
If approved, the Town of Tillsonburg will continue to be the service provider to Tillsonburg Hydro Inc. for a vast array of services such as financial services, IT, Human Resources, Billing and Collections, rental of space, hydro operations, etc. In return, THI will pay the actual cost to the Town for the provision of these services which allows for a variety of efficiencies and customer service enhancements. In addition, THI provides a flat fixed management fee of \$140,000 to the Town of Tillsonburg.



CAO

COMMUNITY STRATEGIC PLAN IMPACT

In accordance with the Community Strategic Plan (CSP), the adoption of a new MOUD between the Town as Shareholder and the THI Inc. continues to demonstrate strong leadership in Town initiatives and demonstrates financial accountability and governance oversight.



MASTER SERVICES AGREEMENT

THIS AGREEMENT made effective as of January 1, 2019, (the “**Effective Date**”)

BETWEEN:

THE CORPORATION OF THE TOWN OF TILLSONBURG

(Hereinafter referred to as the “**Town**”)

- And -

TILLSONBURG HYDRO INC.

(Hereinafter referred to as “**THI**”)

WHEREAS THI is a duly incorporated and licensed electricity distributor pursuant to the law of the Province of Ontario;

AND WHEREAS both the Town and THI are separate corporate entities;

AND WHEREAS the Parties have agreed that the Town will provide services as listed in Schedule A to THI on a fee-for-service basis and the Town shall provide such further and other products and services as may be agreed to in writing, by the Parties from time to time;

AND WHEREAS the Town has the knowledge and expertise to provide the Services to the required standards;

AND WHEREAS the Parties acknowledge and agree that in providing goods and services contemplated herein the Town acts as an independent contractor and not as an agent, partner, or servant of THI;

AND WHEREAS the Parties shall consult as frequently as may be desirable to ensure that THI receives adequate, economical and effective services as listed in Schedule A as attached to this document.

NOW THEREFORE IN CONSIDERATION of the mutual covenants and agreements set forth, and for other good valuable consideration and the sum of two (\$2.00) dollars of lawful money of Canada now paid by each of the Parties to the other (the receipt and sufficiency of which is hereby expressly acknowledged), the Parties covenant and agree, and with each other, as follows:

1. Definitions

- 1.01 “ARC” means the Affiliate Relationships Code for Electricity Distributors and Transmitters, Revised March 10, 2015, as such may be amended by the Ontario Energy Board;
- 1.02 “Board” means the board of directors of the THI;
- 1.03 “Customer Service Costs” means the cost incurred by a Party to bill and collect and to provide related Customer Services.
- 1.04 “Customer Services” means all services related to customer services, which without limiting the generality of the foregoing shall include services identified in Section 6 of Schedule A;
- 1.05 “Direct Costs” means the costs incurred directly by THI for its own operations including but not limited to electrical power costs for Standard Supply Services, IESO costs, Hydro One Transmission costs, Competition Transition Charge, Retail/Wholesale Settlement costs, Ministry of Finance costs, OEB costs, Electricity Distributors Association (EDA) dues, property taxes, Municipal Electricity Association Reciprocal Insurance Exchange (MEARIE) insurance and other insurance premiums, legal, accounting and audit fees, etc.
(3rd party costs that are paid on behalf of THI by the Town)
- 1.06 “Distribution System Plan” means a distribution system plan meeting OEB requirements.
- 1.07 “ESA” or “Electrical Safety Authority” means the Electrical Safety Authority or any successor entity thereto;
- 1.08 “Extraordinary Costs” means those unusual and unanticipated costs as more particularly described in Section 9.
- 1.09 “Fully Allocated Cost” means the sum of Direct Costs plus a proportional share of Indirect Costs.
- 1.10 “Independent Electricity System Operator” or “IESO” means the Independent Electricity System Operator or any successor entity thereto;
- 1.11 “Independent Director” means an Independent Director as defined by the ARC;
- 1.12 “Indirect Costs” means costs allocable costs of equipment and labour such as overhead;

- 1.13 “Joint Committee” means a committee consisting of the Chief Administrative Officer of the Town, General Manager Hydro Operations, and two Board appointed independent directors and the Chair of the Board as an ex-officio member.
- 1.14 “Ontario Energy Board” or “OEB” means the Ontario Energy Board or any successor entity thereto;
- 1.15 “Parties” means the Town and the THI; and “Party” means either one as the context requires;
- 1.16 “Person” means any other businesses or persons with which the Town chooses to establish a business relationship;
- 1.17 “Services” means the services required by a typical electrical distribution company, including but not limited to, the list contained in Schedule A.
- 1.18 “Standards” means the guidelines, regulations, laws and/or policies as set out by:
- Electricity Safety Authority (ESA),
 - Independent Electricity System Operator (IESO),
 - Infrastructure Health and Safety Association (IHSA),
 - Minister of Energy (MoE),
 - Minister of Finance (MoF),
 - Minister of Labour (MoL),
 - Minister of Transportation (MoT),
 - Measurement Canada (MC),
 - Occupational Safety and Health Administration (OHSA),
 - Ontario Business Corporations Act (OBCA),
 - Ontario Energy Board (OEB),
 - Ontario Municipal Board (OMB),
 - Deemed Rates,
 - Or other regulatory bodies not identified

2. Term

- 2.01 Unless terminated in accordance with Section 22, the term of this Agreement shall be from January 1, 2018 to and including December 31, 2022.
- 2.02 In providing any and all Services as identified in Schedule A for THI, the Town shall be responsible for maintaining regulated and non-regulated performance Standards as determined by various industry regulators, and shall not discriminate in its performance and delivery of identified services. The Town shall periodically provide sufficient evidence to THI to demonstrate compliance with both regulated and non-regulated Standards. If the Town fails to meet a performance Standard, the Town shall (i) inform THI of the failure; (ii) provide information as to how the performance Standard will be met in the future; and (iii) identify any potential liabilities or repercussions from failing to meet the performance Standards.

3. Force Majeure

- 3.01 It shall not be a breach of this Agreement if the Parties to this Agreement fail to perform their obligations to provide services, work, or the supply of goods or materials to either Party by reason of war, insurrection, tempest, or any other event beyond the reasonable control of the Parties. The foregoing shall not apply to an obligation to pay money. The Party seeking to invoke force majeure shall provide written notice to the other party of the event, the cause of the event, steps being taken to remedy the event and estimated duration of the event of force majeure.
- 3.02 In the event of a strike or lockout by town employees the Town will arrange for continuance of services as set out in Schedule A.

4. Covenants of the Town

- 4.01 Subject to being able to fulfill the obligations of the Town to THI hereunder, the Town shall be free to offer Services to any other person.
- 4.02 The Town shall be responsible for obtaining and maintaining all necessary approvals, licenses and permits and for complying with all applicable federal, provincial and municipal laws, regulations, codes, orders, decrees and directives in connection with the provision of the Services hereunder. The Town shall, at least annually and when requested by THI, provide THI with adequate evidence of its compliance with this Section.
- 4.03 The Town shall comply, with all applicable Federal, Provincial and Municipal laws, rules, regulations, codes, and THI policies from time to time in force which are brought to its notice or of which it should reasonably be aware.
- 4.04 The Town shall pay for and maintain for the benefit of THI, appropriate insurance concerning the operations and liabilities of the Town relevant to this Agreement.
- 4.05 The Town shall be entitled to retain competent and properly qualified consultants, contractors and other third parties in accordance with procurement policies, where practical unless otherwise directed by the Board, in order to deliver the Services. The Board may recommend the Town to retain consultants, contractors, and other third parties in accordance with procurement policies to perform any or all of the services as set out in schedule A. Management of any THI vendor contracts will be the responsibility of the Town. The Town shall follow any Standards and applicable laws and by-laws in securing the services of such consultants, contractors or third parties.

5. Confidentiality and Ownership of Information

- 5.01 Subject to the requirements of the *Municipal Freedom of Information and Protection of Privacy Act* and the ARC and any other legal requirement to disclose information, it is agreed that confidential information of THI shall be kept in strict confidence by the Town.
- 5.02 The Town shall take such measures as are necessary in order to comply with the confidentiality obligations under subsection 5.01 above. The Town shall ensure its employees are properly informed of the requirements of the ARC. The Town shall provide an annual update to the Board regarding the measures taken to maintain the confidentiality of THI's information and the training provided to employees in respect of the ARC and the *Municipal Freedom of Information and Protection of Privacy Act*.
- 5.03 Information stored or produced by any Party to this Agreement on the sole behalf of any other Party to this Agreement, shall be the property of the Party on whose sole behalf such information is stored or produced. Where such information consists of an original report, computer program, information, or intellectual property produced by a Party to this Agreement for the sole purpose of supplying services to that other Party and the cost of producing such report is included in the remuneration payable by such other Party, the property (including copyright and moral rights) to such original report, computer program, information, or intellectual property shall belong to such other Party. The foregoing shall not apply where information is stored or produced by a Party to this Agreement on behalf of a third Party to this Agreement, or where the information is stored and produced by a Party to this Agreement for the mixed benefit of another Party and the Party which produced the information.

6. Costs

- 6.01 THI shall pay the Town the fees and charges for the Services more particularly described in Schedule A and as specified in Schedule B as attached.
- 6.02 Unless specifically stated applicable taxes are not included.
- 6.03 The costing provisions are set out in Schedule "B" and includes a fixed management fee of \$140,000 for each of the years of the Agreement. The costing for each year of operations and capital costs shall be directly incurred costs. Services not rendered during any given year shall be reported to the Board annually. The Town and THI shall review the appropriateness of the management fee level as provided in the OEB's most recent Cost of Service rate decision and any subsequent OEB decision, which stipulated that such a review should either involve, at a minimum include an opinion by, a reputable third party on such matters.
- 6.04 The Town shall provide to the Board, at least once annually, a plan for how the Services will be performed and a financial plan for such services. The financial

- plan shall include a monthly forecast of expenditures suitable to the Board. The Town shall track its performance and report to THI any significant variances from the approved financial plan. This plan should be brought to the Board before budget deliberations and should include at least 3 prior years of data showing actual vs. budgeted plan for the board to review. The Board will be made aware when the total amount of variances from the approved financial plan meets or exceeds, or is forecasted to be above the total financial plan by an amount of 5% or more.
- 6.05 Where the Town provides Services to THI, it shall use its best efforts to minimize the actual costs of providing such Services while still complying with all applicable regulated and nonregulated performance standards. The Town shall provide THI with detailed reporting upon request regarding the costs of all services performed.
- 6.06 It is acknowledged that there will be some duplication in the description of Services. Such duplication in the description is insignificant, does not imply that there is multiple costing for those Services, and the Parties agree that no such multiple costing is present.
- 6.07 The Parties agree that a reasonably competitive market does not exist for the total Services that THI acquires from the Town and therefore THI agrees to pay no more than the affiliate's fully-allocated cost to provide the Services. THI shall obtain from the Town a detailed breakdown of the allocated cost of providing the Services as part of the annual business plan process.
- 6.08 Upon renewal of the term of this Agreement, the Town may adjust their fees upon ninety (90) days prior notice in writing to THI provided that if THI does not accept the adjusted costs and the Parties are unable to agree after negotiating in good faith, the adjusted costs may be submitted to arbitration pursuant to Section 11 of this Agreement.
- 6.09 THI agrees to reimburse the Town for any unanticipated events over and above normal customer service costs to which the Town may be put resulting from extraordinary unanticipated events such as fire, major storms, tornadoes, equipment failures, and the like provided such equipment failures are not caused by negligence on the part of the Town to perform services as outlined in Schedule "A" of this Agreement.
7. Remuneration
- 7.01 THI shall pay the Town in accordance with the actual costs incurred by the Town in performing the Services.
- 7.02 The aggregate remuneration, at a minimum, is payable quarterly to the Town in respect of the Services provided by the Town to THI shall, so long as the Town continues to provide full treasury and financial services, be recovered from the applicable Party by direct transfers of funds from and to the appropriate accounts at times convenient to the Town Treasurer in accordance with proper principles of

contract administration and IFRS and business principles. The Parties to this Agreement specifically authorize that such transfers may be performed by the Town Treasurer or his/her designate, and such authorization shall remain in effect during the full term of this Agreement. In the event that the Town ceases to provide full treasury and financial services, the aggregate remuneration payable to the Town in respect of the services provided by the Town shall be requested in periodic invoices delivered by the Town, such invoices to be delivered not more frequently than monthly. The terms of any such invoice, whether so marked or not, shall be net 30 days.

7.03 The presence of subsection 7.02 shall not be interpreted to mean THI has unilateral ability, without the agreement of the Town, to terminate its use of full treasury and financial services from the Town.

7.04 The remuneration, payable to the members of the Board shall be an expense of THI and shall be processed by the Town pursuant to Board resolutions.

8. Annual Review of Schedules

8.01 The Parties shall review the contents of each Schedule on an annual basis. The purpose of such review shall be to determine whether the activities described in each Schedule continue to be accurate and done in a cost efficient manner.

8.02 In the event that during such a review, disagreement arises with respect to suggested amendments to any Schedule and such disagreement cannot be settled by the Parties, either Party may refer such to arbitration in accordance with Section 11 of this Agreement.

8.03 The review described in 8.01 shall be commenced within sufficient time so that the Parties might reasonably have completed their review in time for the annual Town budget and estimates process.

9. Invoicing

9.01 The Town shall submit an invoice and supporting documentation to THI for payment for all costs incurred by the Town in performing its Services. All invoices shall provide sufficient detail of the costs incurred and the description of the Services undertaken by the Town. All invoices shall be paid by THI within ninety (90) days from the date of receipt. A charge of one and one-half (1.5%) per month may be levied against all late payments. In the event of a dispute regarding an invoice, THI shall pay the undisputed portion of the invoice within ninety (90) days and shall promptly inform the Town of the disputed amount and basis for such dispute.

9.02 The Town will pay all accounts payable in a timely manner in order to minimize any vendor late payment charges.

9.03 The Town will submit details of any unanticipated events to THI for review before invoicing. Invoices for unanticipated events will be paid by the THI upon approval by the Board.

10. Easements

- 10.01 THI represents that it has secured all requisite easements necessary for the delivery of electrical services for the distribution of electric power throughout THI's service area.
- 10.02 THI shall indemnify and save the Town harmless from any claims, demands, actions and applications brought against the Town arising from the failure of the THI to have secured easements or from any defect or deficiency in the easements secured by THI prior to the effective date of this Agreement.
- 10.03 After the effective date of this Agreement, the Town shall act on behalf of THI to secure all easements required for the performance of the expansion or upgrade of electrical distribution services pursuant to this Agreement. Any costs related to the acquisition of easements, including appraisal and legal costs, shall be paid by THI.

11. Customer Billing

- 11.01 The Town shall bill THI's customers for electricity and distribution services supplied to them and such bills shall read "Tillsonburg Hydro Inc. Charges" and shall conform to the requirements of the OEB and any applicable laws.
- 11.02 Subject to 11.03, THI shall be responsible for all costs related to the bad debt associated with the non-payment of the electricity bills, provided the Town follows the Standards.
- 11.03 The Town shall assume responsibility for any billing errors arising after the commencement of this Agreement only to the extent that any such costs arising from the billing errors are unrecoverable from THI's customer and only if the billing error is attributable to the Town's negligence or the negligence of its servants, agents or representatives.

12. Arbitration

- 12.01 The Parties agree to consult with each other and to negotiate in good faith to resolve any differences or disputes which either Party may have relating to the interpretation, application or implementation of this Agreement, or any dispute which may arise over any costs, fees or other costs incurred and failing Agreement the Parties agree to resolve their disputes by arbitration as provided in subsection 12.02.
- 12.02 Arbitration of a dispute shall be commenced by written notice by a Party requesting arbitration to the other, which notice shall identify the issue or issues it

wishes to submit to arbitration. Within thirty (30) days of the date of the notice, the Parties shall agree upon a single arbitrator and failing Agreement then each Party shall appoint an arbitrator and the two appointees shall within 45 days of the date of the notice of arbitration appoint a third person who shall act as Chair of the Arbitration Panel, and failing Agreement the Chair shall be appointed by a Judge of the Superior Court of Ontario pursuant to the provisions of the *Arbitration Act, 1991*, S.O. 1991 c.A.17.

- 12.03 The commencement of the arbitration and all rules of procedure for the arbitration shall be by Agreement of the Parties, or failing Agreement, as determined by the arbitrator or Chair of the arbitrator panel. The provisions of the *Arbitration Act, 1991*, SO 1991 c.A.17, as amended or any successor legislation shall apply to the arbitration.
- 12.04 All decisions of the arbitrator or arbitrators, as the case may be, shall be made in writing and shall be delivered to all Parties within ten (10) days, or within such other time as the Parties may agree, from the conclusion of the arbitration. Except for matters of law only, all decisions shall be final and binding upon the Parties, their respective successors and assigns, and shall not be subject to appeal.
- 12.05 Each Party shall pay its own costs incurred in respect of the arbitration including the payment of its appointee to the arbitration panel, and in the case of a three person panel the Parties agree to share the fees of the Chair and other related costs equally.
13. Insurance
- 13.01 THI shall provide and maintain the following:
- (a) A Comprehensive General Liability Policy which shall name the Town as a Named Insured but only with respect to operations and services performed by the Town on behalf of THI;
 - (b) An Environmental Impairment Policy which shall name the Town as a named insured but only with respect to operations and services performed by the Town on behalf of THI;
 - (c) Directors and Officers liability insurance providing coverage for the directors of THI;
 - (d) The Errors & Omissions Liability Policy which shall be in the name of THI with the Town added as a Named Insured but only with respect to claims for compensatory damage as a result of errors or omissions by the Town acting on behalf of THI; and,
 - (e) Such other insurance in keeping with good utility practice.

- 13.02 The Town of Tillsonburg shall, at their expense obtain and keep in force during the term of the Master Service Agreement, Municipal Liability Insurance satisfactory to Tillsonburg Hydro Inc., and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury.
- 13.03 The Town of Tillsonburg shall indemnify and hold harmless Tillsonburg Hydro Inc., its officers, Board Members and employees from and against any liabilities, claims, expenses, demands, loss, cost, damages, actions, suits or other proceedings by whomsoever made, directly or indirectly arising out of the Master Services Agreement attributable to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service and caused by any acts or omissions of the Service Provider, its officers, agents, servants, employees, customers, invitees or licensees, or occurring in or on the premises or any part thereof and, as a result of activities under this agreement.
- 13.04 All policies referred to in subsection 13.01, 13.02 and 13.03 shall contain a clause requiring each insurer to give the Town or THI, as the case may be, ninety (90) days written notice prior to cancelling insurance coverage.
- 13.05 Both Parties will notify the Municipal Electric Association Reciprocal Insurance Exchange (MEARIE) of any occurrence, claim, suit and/or accident pertaining to the operations of the Named Insured and/or the operations performed by the Town on behalf of the Named Insured.
14. No Warranty or Guarantee
- 14.01 The Town provides no warranty or guarantee for any defective or deficient equipment or materials utilized except for the manufacturers or supplier's warranties or guarantees applicable to the defective or deficient equipment or materials.
- 14.02 The Town will use commercially reasonable efforts to ensure obtain proper warranties and guarantees are obtained and managed for the benefit of THI.
15. Notices
- 15.01 All notices required to be given to either of the Parties under this Agreement shall be in writing and shall be delivered by prepaid registered post or hand delivery to the following:

(a) The Corporation of the Town of Tillsonburg

200 Broadway, 2nd
Floor Tillsonburg,
ON N4G 5A7

Telephone: (519) 842-6428
Fax: (519) 842-9431

Attention: Town Clerk, copied to CAO

and

(b) Tillsonburg Hydro Inc.

10 Lisgar Ave
Tillsonburg, ON N4G 5A5

Telephone: (519) 842-6428
Fax: (519) 842-9431

Attention: Board Secretary, copied to Board of Directors

or to such other address or individual as may be designated by written notice to the other Party. Any notice given by personal delivery shall be deemed to have been given on the day of actual delivery hereof and if sent by prepaid post, on the third day after mailing.

16. Successors

16.01 This Agreement shall inure to the benefit of and be binding upon the Parties and their successors and assigns, respectively.

16.02 The Parties acknowledge that substantial changes to legislation and regulations and government policies may occur during the term of this Agreement which may affect the nature of the relationship between them. As a consequence thereof, the Parties hereby agree to consult and negotiate in good faith any amendments to this Agreement which may be necessitated by changes in the regulatory environment to preserve, to the extent practicable, the intent of the Parties. If after a reasonable period of negotiation the Parties are unable to conclude an amendment to this Agreement, either Party may submit their differences to arbitration as provided in Section 12.

17. Entire Agreement

17.01 This Agreement, including Schedules A and B, constitutes the entire Agreement between the Parties.

18. Amendments

18.01 Amendments to this Agreement shall only be effective when in writing and executed by the duly authorized signing officers of the Parties.

19. Headings

19.01 The headings in this Agreement are for purposes of reference only and shall not be read or construed so as to abridge or modify the meaning of any provision in the main text of this Agreement.

20. Governing Law

20.01 This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

21. Termination

21.01 In the event of non-performance by either Party of any material obligation(s) under this Agreement, the other Party may at its sole option elect to terminate this Agreement provided that the defaulting Party shall be given written notice of the default and shall be given sixty (60) days to cure the default, and then only upon failure to cure the default within the cure period, the Agreement may be terminated. Termination shall not relieve a Party of any obligation, responsibility or amount payable under this Agreement up to and including the date of Termination.

22. Liability and Indemnification

22.01 The Town shall indemnify and save THI, its officers, directors, agents and employees, if any, harmless from and against all any costs, courses of action, claims, demands, expenses or liabilities of any description incurred by THI or its officers, directors, agents or employees may suffer as a result of the omission, negligence or willful misconduct of the Town or those for whom the Town is legally responsible in the performance or nonperformance of this Agreement.

22.02 In situations where the Town and THI are jointly liable to a third person otherwise than in contract, THI shall reimburse, indemnify and save harmless the Town against any costs, courses of action, claims, demands, expenses or liabilities of any description incurred by the Town solely for the benefit of THI where the Town has not been negligent.

23. Joint Committee

23.01 It is a matter of importance to the Parties that there shall be proper consultation and involvement by THI in the performance of Services under this Agreement:

- (a) The Joint Committee shall meet as required to identify discuss and resolve issues of mutual concern to the Parties and receive updates.;

- (b) Either Party to this Agreement shall have the right to requisition a meeting of the said Joint Committee at any time upon five (5) days written notice to the other; and
- (c) Where a member is unable to be present at any meeting of the said Joint Committee, he or she may substitute another individual to attend and participate at any such meeting in his or her stead.

24. Relationship

24.01 Parties acknowledge and agree that the Town shall act as an independent contractor providing its services under this Agreement and the Parties further acknowledge and agree that nothing in this Agreement shall be deemed or construed to be the formation of a partnership between the Town and THI.

25. Survival

25.01 The following sections 5, 6, 7, 9 and 23 shall survive the termination of this Agreement.

IN WITNESS WHEREOF the Parties have duly executed this Agreement on the date first above written:

The Corporation of the Town of Tillsonburg

Tillsonburg Hydro Inc.

Mayor

Chair Per:

Per:

CAO _____

Secretary _____

SCHEDULE A – LIST OF SERVICES

A.1 HYDRO OPERATIONS

(a) FULL DESCRIPTION OF THE SERVICE:

Provision of a (Full Time) General Manager of Tillsonburg Hydro Inc.

- Provision of a General Manager for the THI who is a Town Employee.

Substation Maintenance

- To provide supervision, labour, materials, equipment and tools to maintain all the substations, substation buildings and substation fixtures including any tests, inspections or monthly monitoring and record keeping.

Overhead Maintenance

- To provide supervision, labour, materials, equipment and tools to maintain and repair all overhead lines, hardware, poles, switches, etc. To render repairs at any time to facilitate restoration or power with the least amount of inconvenience to the customer.

Underground Maintenance

- To provide supervision, labour, materials, equipment and tools to maintain and repair all Underground Lines, hardware, and switches etc. To render repairs at any time to facilitate restoration or power with the least amount of inconvenience to the customer.

Inspection

- Provide inspection and testing of the electrical plant to the present standards required by good utility practice, the THI and all applicable laws.

Emergency Response

- Provide 24 hour 7 day a week emergency response to all trouble calls.

Transformer Installation and Repair

- Provide qualified crews and supervision to install overhead, underground and pad mount transformers. To ensure proper voltage to customers.

Service Installations

- Provide qualified labour and supervision to install all types of services from 3 phase 27.6 KV primary to 120/240 volt single phase underground or overhead.

Conservation Demand Management (CDM)

- To meet all CDM related regulations and license conditions
- Develop, maintain and monitor an approved CDM plan as required.

Smart Grid

- Provide necessary services to implement, maintain and monitor a smart grid plan in accordance with regulations, standards and practices.

Service Repairs

- Repair all primary cables and secondary services to re-establish power 24 hours 365 days a year.

Relocation Work

- To provide the supervisory services, labour, equipment, materials and tools necessary to move, remove, shift, or build electrical plant for the purpose of road, sidewalk or any other project on Town streets.

Environmentally Hazardous Material Management

- Provide expertise in Environmentally Hazardous Material Management, testing and reclassification of transformers when required.
- Provide the required supervision, labour, equipment to remediate, clean up, contain, control, transport and store all material until decommissioning or disposal in accordance with all applicable law.

Billable Work

- To provide qualified crews and people and supervision to perform work for private individuals on behalf of THI. To provide customers of THI with expertise and knowledge and render service to customers on a 24 hours basis on behalf of THI.

Customer Relations

- To provide help to the customers of THI with their concerns such as no power calls, kites in wires and all other similar instances on behalf of THI utilizing, where appropriate, the Town Active Citizen Response (ACR)

technology. The town will provide web presentment technology in association with smart meter and smart grid technology. The Town provides additional payment options including online methods for customers in order to pay their utility bills.

Switching Operations

- To arrange and facilitate all high voltage switching. To set standards and arrange all duties that crews require performing to standards and are done to IHSA, ESA, Ministry of Labour and Town of Tillsonburg rules and regulations.

Memberships and License Fees

- Maintain memberships / licenses with / in OEB, IHSA, HSA, EDA, ESA, etc....
- Providing, maintaining and fueling green fleet technology type vehicles owned by the Town as necessary to complete all maintenance and construction work as required to maintain service for the THI.

Line Locate

- Provide line locate to all requests within THI's service area

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, financial performance, best practices and procedures.

A.2 ELECTRICAL ENGINEERING SERVICES

(a) FULL DESCRIPTION OF THE SERVICE:

- Maintain engineering files and records, both digital and hard copy.
- Writing and maintaining technical specifications and procedures.
- Installation, support and licensing of all engineering software.
- Prepare and track the engineering budget and capital construction budget from concept to final estimates and provide variance explanations as required.

- Review and comment on plans for proposed developments submitted by property owners and the Town of Tillsonburg Planning Services and other agencies.
- Review and comment on plans for proposed new electrical services, over 150kVA, submitted by property owners.
- Plan revisions and extensions to the electrical distribution system.

DESIGN SERVICES

- Plan, design and supervise the installation of all electrical plant and equipment related to capital and operations work.

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, financial performance, best practices and procedures.

A.3 METER SERVICES

(a) FULL DESCRIPTION OF THE SERVICE:

- Provide qualified Meter Technicians;
- Install/remove residential electric meters;
- Install/remove General Service Meters;
- Install/remove Data recorders;
- Install/remove CT and PT and prepare meter installations;
- Provide technical advice on the procurement of all meters required by THI;
- Maintain, verify or re-verify all meters according to schedule;
- Install and maintain smart meters and implement smart grid technology in accordance with standards.
- Maintain the appropriate meter database as required by Measurement Canada, the IESO, OEB or THI;
- Identify all meters that have malfunctioned and assist in the necessary corrective actions required to address such malfunction;
- Recommend to THI management any technological advances that should be implemented.

- Test or have tested all meters according to general accepted principals for an Utility meter shop as set out by the current courses for Meter Technicians;
- Provide technical assistance to customers and consultants on meter installation requirements;
- Provide regular reports to THI management;
- Provide management and supervision;
- Provide safety training and ensure all employees work to IHSA safety standards;
- Provide necessary vehicles and equipment of a general nature;

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED

- All Services provided in subsection (a) above shall be provided in accordance with Standards, financial performance, best practices and procedures.

A.4 METER DATA MANAGEMENT

(a) FULL DESCRIPTION OF THE SERVICES

- Gather / Provide all meter readings;
- Handle all customer complaints regarding incorrect readings or performance of meter readers;
- Maintain meter reading software and systems;
- Provide Verified, Edited or Estimated readings to THI's CIS/billing package, retail settlement package or service, and posting as required for retailer access;
- Maintain backup copies for the periods scheduled by THI;
- Provide all supervision and management functions;
- Provide all required equipment and supplies for employees;
- Provide regular reports to adequately inform THI.

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED

- All Services provided in subsection (a) above shall be provided in accordance with Standards, financial performance, best practices and procedures.

A.5 TREE TRIMMING

(a) FULL DESCRIPTION OF THE SERVICE:

- Trim trees to ensure that distribution lines and plant are clear of any obstruction.
- Provide supervision and control to ensure that proper clearances are maintained.

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, financial performance, best practices and procedures.
- The Town will be cleared on a rotational basis once every three years.

A.6 CUSTOMER SERVICES

A.6.1 BILLING ADMINISTRATION

(a) FULL DESCRIPTION OF THE SERVICE:

- Calculation of monthly bills for customer;
- Answer all customer inquiries including inquiries regarding bill calculation, type and cost of services offered, high consumption and power outages. Provide for over the counter service at the Customer Service Centre;
- The Customer Service Centre is to operate between the hours of 8:00 a.m. and 5:00 p.m. Monday to Friday, excluding statutory holidays. These hours of operation are subject to change upon mutual Agreement between the Town and THI;

- Handle all customer requests for connection and disconnection of services, roll- outs, and spot services;
- Handle all customer complaints;
- Ensure proper update of the billing system of all information, concerning, rate, consumer, location and retailer information;
- Provide after-hours answering service to dispatch emergency calls;
- Monitor and report on telephone access, appointments and written responses to inquiries as required by the OEB to meet the Performance Based Regulations;
- Promote policies, and programs which encourage high levels of service;
- Notification to retailers of changes in customer accounts.

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, financial performance, best practices and procedures.
- Maintain high levels of customer satisfaction;

A.6.2 DISPATCH

(a) FULL DESCRIPTION OF THE SERVICE:

- Provide radio dispatch service and necessary record keeping for customer service and emergency needs.

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, financial performance, best practices and procedures.

A.6.3 GENERAL MAIL SERVICES

(a) FULL DESCRIPTION OF THE SERVICES

- Provision of mail and courier services excluding invoice mailings and including pick-up or receipt, processing, distribution and delivery; includes daily pick-up and delivery to and from the Tillsonburg Customer Service Centre (CSC).

(b) STANDARDS TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, financial performance, best practices and procedures.
- Pick-up and delivery to and from the CSC Daily
- Delivery to work locations Daily by 10:00 a.m.
- Pick-up from work locations Daily by 3:30 p.m.

All mail will be processed by the end of the working day on which they have been received.

A.6.4 REMITTANCE PROCESSING

(a) FULL DESCRIPTION OF THE SERVICE:

- Processing of all payments, including opening/sorting mail, data capture, encoding and preparing deposit;
- Providing cashiering services at the Tillsonburg Customer Service Centre from 8:00 a.m. - 5:00 p.m. Monday to Friday, excluding statutory holidays. These hours of operation are subject to change upon mutual Agreement between the Town and THI;
- Daily reconciliation of monies collected to system records.

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, financial performance, best practices and procedures.
- All payments will be posted the day they were received;
- Bank deposits to be made daily;

- Reconciliation of posted amounts and cash received daily and monitored for errors;
- All payment investigations to be done on a timely basis;
- Payment types to be accepted are Debit, Cash, and Cheque, Credit Card, Telebanking and bank payments.

A.6.5 BILL DESIGN, PRINTING, INSERTING AND MAILING INVOICES

(a) FULL DESCRIPTION OF THE SERVICE:

- Design of a customer driven bill and collection notices. The design of the bill will ensure that the customer is aware THI is the energy distribution provider, and distinct from charges for other services on the bill;
- Generate and/or print all monthly bills and notices for customers;
- Inserting and preparing bills/notices for mailing including up to 3 additional inserts and business return envelopes and delivery to post office, including postal charges, at current rates.

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, financial performance, best practices and procedures.
- All mail will be delivered to Canada Post daily;
- Mailing addresses will be verified for address accuracy;
- Bills will be responsive to the customers' needs and will conform to the requirements of the Regulator.

A.6.6 COLLECTION SERVICES

(a) FULL DESCRIPTION OF THE SERVICES

- Notify customers of overdue payments by telephone, mail and continue notification processes until payment is received or discontinuation of services, for consumer and miscellaneous receivable accounts;
- To obtain payment, notify of impending disconnection, and disconnection of hydro services when payment is not received;

- Recommend and co-ordinate legal actions where payment is not received;
- Trace and locate debtors on final accounts;
- Administer the contract and co-ordinate services with the Credit Bureau and external Collection Agency;
- Maintain accurate system records on all collection activity;
- Collect deposits and/or other forms of security as required by the policies of THI;
- Report on collection activity as required;
- Recommend Collection Policies to reduce bad debts;
- Recommend accounts to be written off. THI will assume the expense of bad debt write-offs relating to electricity charges and related administrative fees.

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, financial performance, best practices and procedures.

A.6.7 CUSTOMER RELATIONS, ADMINISTRATION, BRANDING AND MARKETING

(a) FULL DESCRIPTION OF THE SERVICE:

- Administration, customer relations, and marketing for all Utility functions not covered in other schedules;
- Provision and maintenance of a website for Utility information;
- Provision of teleconferencing services, as required, for some or all of the board members for meetings.

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, financial performance, best practices and procedures.

A.7 MANAGEMENT SERVICES

A.7.1 MEETING MANAGEMENT SERVICES

(a) FULL DESCRIPTION OF THE SERVICE:

- Provision of a Recording Secretary to THI;
- Preparation and distribution of agendas;
- Take minutes of board meetings;
- Minute preparation, distribution and retention;
- General administrative support to Board members including correspondence, reports, bookings and other related tasks arising from board meetings;
- Provision of suitable meeting room accommodations including a conference table and seating for Board members and other attendees.

(b) STANDARDS TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, financial performance, best practices and procedures.
- Agendas will be prepared and distributed two working days prior to meetings;
- Minutes will be prepared and distributed within five working days following the meeting;
- Minutes and all related documentation will be retained in secured storage.

A.7.2 INSURANCE & RISK MANAGEMENT SERVICES

(a) FULL DESCRIPTION OF THE SERVICE:

- Placement and management of: (a) Liability and Property Insurance; (b) Directors and Officers liability insurance providing coverage for the directors of THI; (c) insurance claims administration and adjusting services; (d) assistance to the Board of Directors in the development of risk management procedures.

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, financial performance, best practices and procedures.
- Town of Tillsonburg to be an additional named insured on all policies where such coverage is available;
- Liability and property insurance will be obtained with the level of coverage to be determined by the Board of Directors. Shall provide in consultation with the Insurance Company(s), advice and assistance to the Board in connection with such policy limits;
- Claims administration will be undertaken by the Town;
- Adjusting Services for Claims will be provided when necessary;
- Timely updates on matters of risk management, events, and occurrences.

A.7.3 TELEPHONE SERVICES

(a) FULL DESCRIPTION OF THE SERVICE:

- Provision of the necessary telephones for all staff involved in electricity services, including required telephone lines, voice mail, cell phones where necessary, and specialized telephone equipment (i.e. headsets) for customer service personnel as may be required.

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, financial performance, best practices and procedures.

A.7.4 ACCOUNTS PAYABLE PROCESSING

(a) FULL DESCRIPTION OF THE SERVICE:

- Accounts payable processing.

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, best practices and procedures.
- Invoices are paid within their due dates. Discounts should be taken when possible;

- Any late payment charges on invoices paid by the Town will not be passed on to THI.

A.7.5 PAYROLL FUNCTIONS

(a) FULL DESCRIPTION OF THE SERVICE:

- Payroll functions.

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, financial performance, best practices and procedures.
- Employee(s) paid/filings (WSIB, Rec. General &c.) all done on a timely basis;

A.7.6 MISCELLANEOUS ACCOUNTS RECEIVABLE ADMINISTRATION

(a) FULL DESCRIPTION OF THE SERVICE:

- Miscellaneous (non-consumer) accounts receivable administration.

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, financial performance, best practices and procedures.
- Billings completed on a timely basis.
- Collection of Accounts Receivable in accordance with legislative standards.

A.7.7 RECORDS MANAGEMENT SERVICES

(a) FULL DESCRIPTION OF THE SERVICE:

Provision of records management services using records management software to:

- Maintain file plans and retention schedules;
- Transfer and store of inactive records;
- Destroy records;
- Retrieve and deliver inactive records;
- Train Records Coordinators and other records service users;
- Customize reports.

(b) STANDARDS TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, financial performance, best practices and procedures.

A.7.8 FINANCIAL STATEMENT PREPARATION

(a) FULL DESCRIPTION OF THE SERVICE:

- Financial Statement Preparation.
- Annual audit.

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, financial performance, best practices and procedures.
- Minimum quarterly statements presented to the Board on a timely basis;
- Audited financial statements to be completed on a timely basis.
- Annual review of internal controls by third party (auditor).

A.7.9 OTHER FINANCIAL SERVICES

(a) FULL DESCRIPTION OF THE SERVICE:

- Other financial services including rate applications, business plans, reports to the regulator and others as needed;

- Includes provision of a Treasurer to THI, which Treasurer shall either be or, shall report to and, receive direction from the President of THI in accordance with established board policy...

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, financial performance, best practices and procedures.

A.7.10 TREASURY SERVICES

(a) FULL DESCRIPTION OF THE SERVICE:

- Treasury services including financial systems integrity, internal controls, investment and banking administration, cheques and disbursement of funds, financial management and analysis, payroll and accounting administrative functions, purchasing services and hydro collection administrative services.
- Bank reconciliations should be completed on a timely basis

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, financial performance, best practices and procedures.

A.7.11 LEGAL SERVICES

(a) FULL DESCRIPTION OF THE SERVICE:

- Consultants and outside solicitors engaged as deemed necessary but supervised and instructed by the General Manager or the THI Board of Directors;
- Also provides outside legal representation and advice to Town departments which perform electricity services, whether directly or indirectly.

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, financial performance, best practices and procedures.
- Basic legal services, including minute book and sign off on an as-needed basis;
- Matters will be referred to outside solicitors.

A.7.12 HUMAN RESOURCE SERVICES

(a) FULL DESCRIPTION OF THE SERVICE:

- Services will be supplied in respect of Town employees performing THI-related services;
- Payroll and benefit management;
- Salary Administration & Pay equity;
- Labour Relations management;
- Health and Safety. OHSa compliance. Injury and loss prevention. WSIB management including modified and related work programs;
- Employment Services. Job Descriptions and job evaluations, recruitment, interviewing, selection.

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, financial performance, best practices and procedures.

A.7.13 MISCELLANEOUS SERVICES

(a) FULL DESCRIPTION OF THE SERVICE:

- Miscellaneous services, not specified as services in any schedule, but provided to any of the foregoing at THI's request and upon the Agreement of the Town.

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, financial performance, best practices and procedures.

A.7.14 SENIOR MANAGEMENT SERVICES

(a) FULL DESCRIPTION OF THE SERVICE:

- Senior Management Services not necessarily included within any other service schedule.

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, financial performance, best practices and procedures.

A.7.15 MANAGEMENT ADMINISTRATION

(a) FULL DESCRIPTION OF THE SERVICE:

- Management, administrative services and customer service and support using current industry standard technology:

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, financial performance, best practices and procedures.

A.7.16 INVENTORY MANAGEMENT - STORES

(a) FULL DESCRIPTION OF THE SERVICE:

- Maintain inventory levels to satisfy hydro operations and engineering needs;
- distribution of materials and costs to hydro operations as released;
- reconciliation of physical count v. book value;
- provide purchasing needs for hydro stores & inventory;

- provide purchasing needs for hydro operations external to stores.
- Shall ensure scrap equipment and materials are properly handled and disposed of in accordance with applicable laws and regulations.

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, financial performance, best practices and procedures.
- Monthly cycle counts will be completed and an annual inventory to meet sufficient inventory levels to meet operating and emergency needs as required;
- Keep inventory value at a reasonable and manageable level.
- Timely purchasing and delivery to satisfy needs and maintain required levels of inventory.

A.7.17 IT SERVICES

(a) FULL DESCRIPTION OF THE SERVICE:

- Installation and maintenance of all hardware including servers, and mainframes necessary for ongoing operations;
- Installation, support, and licensing of all software applications;
- Provision of network, email, and Internet access;
- Programming support for custom applications. This includes design/implementation of new development as well as maintenance of current modules;
- Database installation, support and licensing;
- Security: Nightly, weekly, and monthly backups including disaster recovery. Firewall. Maintenance of employee profiles, access rights, and permissions;
- Technical guidance for meetings, committees and projects.
- Provision of Information Technology Security services
- Develop and maintain a disaster recovery plan

- Ensure outsourced service provides meet the same standards

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, financial performance, best practices and procedures.

Hardware, Software, Database, Communications Availability

- Available 24 hours a day 7 days a week except for scheduled backups, maintenance, month end and year-end procedures.

Problem Resolution

- Priority 1 - Hardware, software, database, or communication failure which causes 1 person to be unable to carry out their main job function. An IT support technician will respond within 1 working day.
- Priority 2 - Problems which do not cause an employee to be unable to carry out their main job functions are logged, prioritized and dealt with as soon as possible, depending on the availability of staff due to number of priority 1 and priority 2 problems.

Programming Requests

- All programming requests are submitted to IT through ACR, logged and prioritized. Small requests are handled on a combined priority and first in first out (FIFO) basis. Large requests are prioritized and scheduled after discussion with the Town.

Security / Information Technology Security / Disaster Recovery Plan

- All Services provided in subsection (a) above shall be provided in accordance with standards (as set out by the OEB), financial performance, best practices and procedures.

A.8 USE OF THE CUSTOMER SERVICE CENTRE, DISPATCH AND PROPERTY MANAGEMENT FACILITIES

(a) FULL DESCRIPTION OF THE SERVICE:

- Buildings, property, equipment, or other depreciable assets used by the Town to provide services to THI;
- All aspects of Property Management relating to the Customer Service Centre, including janitorial, mechanical, electrical, plumbing, security systems, window cleaning, mats, pest control, fire plans;
- Project management for renovations and mechanical replacement;
- Cost of providing building/facility for stores, dispatch and hydro operation.

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, financial performance, best practices and procedures.
- Available during normal office hours and on call 24 hours a day, 7 days a week;
- Sufficient to house and provide necessary services.

A.9 RETAIL/WHOLESALE SETTLEMENT & ENERGY MANAGEMENT

(a) FULL DESCRIPTION OF THE SERVICE:

- Retail / Wholesale Settlement;
- Receive inputs from MDMR, IESO, Utilismart and other vendors as required;
- Operate and maintain the Retail / Wholesale Settlement System;
Track and remit Debt Retirement Charge;
- Supply and maintain a modern settlement system or service;
- Retain and Maintain required records;
- Provide supervision and Management;
- Provide energy management advice to customers and staff;
- Inform THI management of energy management trends and recommend

programs;

- Perform, manage and investigate energy misappropriation providing THI with a proper Theft of Energy Program;
- Provide Customer Education including education in the schools;
- Maintain evidence and provide as needed support to prosecute energy theft to the full extent of the law;

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, financial performance, best practices and procedures.

A.10 CAPITAL SERVICES

A.10.1 CAPITAL PROJECTS

(a) FULL DESCRIPTION OF THE SERVICE:

- Provide labour, equipment and applicable materials to perform capital projects, the result of which will be to produce capital assets owned by THI as well as developing and maintaining the Distribution System Plan as required.

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, financial performance, best practices and procedures.
- While the staff levels maintained by the Town permits a portion of that staff to be utilized for normal operating functions and for the performance of capital projects, the exact amount of in-house labour available to perform such capital projects will vary from time to time because of workload issues and other pertinent factors;
- Town will make appropriate recommendations to THI from year to year and from time to time with respect to the capacity of Town staff to undertake projects on an in-house basis, and which projects (or which portions of projects) will need to be performed by contractors under contract to THI. Where such outside forces are contracted by THI, Town staff shall provide contract administration and management services in connection with such contracts to THI.

- Town will track capital spending and provide regular reporting on level of expenditures and variances against budget and any approved Distribution System Plan.

A.10.2 ACQUISITION & DISPOSITION OF REAL PROPERTY

(a) FULL DESCRIPTION OF THE SERVICE:

- Where the acquisition of real property is required to provide distribution services, the Town shall estimate value, obtain appraisals, negotiate, receive appropriate approvals and ensure closings for any required purchases on fee simple or easements;
- Negotiate the sale of any surplus properties through tender or listing. Obtain any necessary approvals for disposition.

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, financial performance, best practices and procedures.
- Services available on request of the THI;

A.11 HEALTH & SAFETY

(a) FULL DESCRIPTION OF THE SERVICE:

- Ensure all Town employees and sub-contractors are properly trained and qualified for any work they are assigned and aware of all requirements for completing the Services;
- Provide all required safety equipment in good working order;
- Provide safety training and ensure all employees work to IHSA, OSHA and any other applicable safety standards;
- Promote public safety and awareness using external communication.
- Ongoing measurement through audits of current programs and practices to ensure compliance
- Support ESA audits or other government inspections as required.

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, financial performance, best practices and procedures.

SCHEDULE B – Costs**Third Party Costs**

Without markup, THI will pay directly, or the Town will pay for and be reimbursed for third party expenses including but not limited to the following:

Electrical power costs for Standard Supply Services, IESO costs, Hydro One
Transmission costs, Competition
Transition Charge, Retail/Wholesale Settlement costs, Ministry of Finance costs, OEB
costs, Electricity
Distributors Association (EDA) dues, property taxes, Municipal Electricity Association
Reciprocal Insurance Exchange (MEARIE) insurance and other insurance premiums,
legal, accounting and audit fees and similar reasonable fees.

Internal Direct costs

THI shall pay the direct labour, material and equipment cost of the Town utilized in providing the Services as follows:

Corporate Admin

Financial Admin

Operations Admin

Indirect or Overhead

THI acknowledges that the Town is permitted to charge the fully allocated cost of labour used in providing the Services.

THI can request any and all reporting of detailed costs related to THI from the Town.

MASTER SERVICES AGREEMENT

THIS AGREEMENT made effective as of January 1, 2018, (the "Effective Date")

BETWEEN:

THE CORPORATION OF THE TOWN OF TILLSONBURG

(Hereinafter referred to as the "Town")

~~OF THE FIRST PART~~

~~-and~~

- And -

TILLSONBURG HYDRO INC.

~~(hereinafter~~Hereinafter referred to as ~~the~~"Utility"~~"THI")~~

~~OF THE SECOND PART~~

WHEREAS ~~the Utility~~THI is a duly incorporated ~~electric Utility and licensed electricity distributor~~ pursuant to the law of the Province of Ontario;

AND WHEREAS both the Town and ~~the Utility~~THI are separate corporate entities;

AND WHEREAS the Parties have agreed that the Town will provide services as listed in Schedule A to ~~the Utility~~THI on a fee-for-service basis and the Town shall provide such further and other products and services as may be agreed to in writing, by the Parties from time to time;

AND WHEREAS the Town has the knowledge and expertise to provide the Services to the required standards;

AND WHEREAS the Parties acknowledge and agree that in providing goods and services contemplated herein the Town acts as an independent contractor and not as an agent, partner, or servant of ~~the Utility~~THI;

AND WHEREAS the Parties shall consult as frequently as may be desirable to ensure that ~~the Utility~~THI receives adequate, economical and effective services as listed in Schedule A as attached to this document.

NOW THEREFORE IN CONSIDERATION of the mutual covenants and ~~Agreements~~agreements set forth, and for other good valuable consideration and the sum of two (\$2.00) dollars of lawful money of Canada now paid by each of the Parties to the other (the receipt and sufficiency of which is hereby expressly acknowledged), the Parties covenant and agree, and with each other, as follows:

1. Definitions

1.01 "ARC" means the Affiliate Relationships Code for Electricity Distributors and Transmitters, Revised March 10, 2015, as such may be amended by the Ontario Energy Board;

~~1.01~~1.02 "Board" means the board of directors of the Utility~~THI~~;

~~1.02~~1.03 “Customer Service Costs” means the cost incurred by a Party to bill and collect and to provide related ~~customer services~~Customer Services.

~~1.03~~1.04 “Customer Services” means all services related to customer services, which without limiting the generality of the foregoing shall include ~~customer billing- collections services identified in Section 6 of unpaid accounts, and customer relations, etc.~~Schedule A;

~~1.04~~1.05 “Direct Costs” means the costs incurred directly by ~~the Utility~~THI for its own operations including but not limited to electrical power costs for Standard Supply Services, IESO costs, Hydro One Transmission costs, Competition Transition Charge, Retail/Wholesale Settlement costs, Ministry of Finance ~~OEB Regulatory~~ costs, OEB costs, Electricity Distributors Association (EDA) dues, property taxes, Municipal Electricity Association Reciprocal Insurance Exchange (MEARIE) insurance and other insurance premiums, legal, accounting and audit fees, etc. (3rd party costs that are paid on behalf of THI by the Town)

~~1.05~~ “Effective Date” means January 1, 2016.

1.06 “Distribution System Plan” means a distribution system plan meeting OEB requirements.

~~1.06~~1.07 “ESA” or “Electrical Safety Authority” means the Electrical Safety Authority or any successor entity thereto;

~~1.07~~1.08 “Extraordinary Costs” means those unusual and unanticipated costs as more particularly described in Section 9.

~~1.08~~1.09 “Fully Allocated Cost” means the sum of ~~direct costs~~Direct Costs plus a proportional share of ~~indirect costs~~Indirect Costs.

~~1.09~~1.10 “Independent Electricity System Operator” or “IESO” means the Independent Electricity System Operator or any successor entity thereto;

~~1.10~~1.11 “Independent Director” means an Independent Director as defined by the ~~Affiliate Relationship Code~~ARC;

1.12 “Indirect Costs” means allocable costs of equipment and labour such as overhead;

1.13 “Joint Committee” means a committee consisting of the Chief Administrative Officer of the Town, General Manager Hydro Operations, and two Board appointed independent directors and the Chair of the Board as an ex-officio member.

~~1.11~~1.14 “Ontario Energy Board” or “OEB” means the Ontario Energy Board or any successor entity thereto;

~~1.12~~ “Joint Board of Management” means a committee that shall meet on a regular basis in order to ensure proper consultation and involvement by the Utility in the performance of services under this Agreement. The committee shall consist of the Chief Administrative Officer of the Town, General Manager of the Utility, and two Board appointed independent directors.

~~1.13~~ “Services” means the services described in Schedule A;

~~1.14~~1.15 “Parties” means the Town and the ~~Utility~~THI; and “Party” means either one as the context requires;

~~1.15~~1.16 “Person” means any other businesses or persons with which the Town chooses to establish a business relationship;

1.17 “Services” means the services required by a typical electrical distribution company, including but not limited to, the list contained in Schedule A.

1.18 “Standards” means the guidelines, regulations, laws and/or policies as set out by:

- Electricity Safety Authority (ESA),
- Independent Electricity System Operator (IESO),
- Infrastructure Health and Safety Association (IHSA),
- Minister of Energy (MoE),
- Minister of Finance (MoF),
- Minister of Labour (MoL),
- Minister of Transportation (MoT),
- Measurement Canada (MC),
- Occupational Safety and Health Administration (OHSA),
- Ontario Business Corporations Act (OBCA),
- Ontario Energy Board (OEB),
- Ontario Municipal Board (OMB),
- Or other regulatory bodies not identified

2. Term

2.01 Unless terminated in accordance with Section 22, the term of this Agreement shall be from January 1, 2018 to and including December 31, 2022²⁰¹⁹. ~~The term shall be extended~~

~~for a further period of two years unless either Party gives the other notice in writing not less than ninety (90) days prior to the end of the term that the Agreement is not to be extended.~~

2.02 In providing ~~regulatory, market participation, business, customer service support, maintenance~~any and ~~construction services~~all Services as identified in Schedule A for ~~the Utility~~THI, the Town shall be responsible for maintaining regulated and non-regulated performance ~~standards~~Standards as determined by ~~the Utility, the IESO, the ESA and the OEB, as the case may be~~various industry regulators, and shall not discriminate in its performance and delivery of identified services. The Town shall periodically provide sufficient evidence to THI to demonstrate compliance with both regulated and non-regulated Standards. If the Town fails to meet a performance Standard, the Town shall (i) inform THI of the failure; (ii) provide information as to how the performance Standard will be met in the future; and (iii) identify any potential liabilities or repercussions from failing to meet the performance Standards.

3. Force Majeure

3.01 It shall not be a breach of this Agreement if the Parties to this Agreement fail to perform their obligations to provide services, work, or the supply of goods or materials to either Party by reason of war, insurrection, tempest, or any other event beyond the reasonable control of the Parties. The foregoing shall not apply to an obligation to pay money. The Party seeking to invoke force majeure shall provide written notice to the other party of the event, the cause of the event, steps being taken to remedy the event and estimated duration of the event of force majeure.

4. Covenants of the Town

4.01 Subject to being able to fulfill the obligations of the Town to THI hereunder, the Town shall be free to offer ~~services~~Services to any other person.

4.02 The Town shall be responsible for obtaining and maintaining all necessary approvals, ~~licences~~licenses and permits and for complying with all applicable federal, provincial and municipal laws, regulations, codes, orders, decrees and directives in connection with the provision of the Services hereunder ~~and the~~. The Town shall, at least annually and when requested by THI, provide ~~the Utility~~THI with adequate evidence of its compliance with this Section.

4.03 The Town shall comply, ~~while on the premises used by the Utility,~~ with ~~the Occupational Health and Safety Act and all Municipal laws,~~ rules, regulations, codes, and THI policies ~~of the Utility~~ from time to time in force which are brought to its notice or of which it should reasonably be aware.

4.04 The Town shall pay for and maintain for the benefit of ~~the Utility~~THI, appropriate insurance concerning the operations and liabilities of the Town relevant to this Agreement.

~~4.05 The Town shall indemnify and save the Utility, its officers, directors, agents and employees, if any, harmless from and against all claims, which the Utility or its officers, directors, agents or employees may suffer as a result of the negligence of the Town in the performance or non-performance of this Agreement.~~

4.064.05 The Town shall be entitled to retain competent and properly qualified consultants, contractors and other third parties ~~as required~~in accordance with procurement policies, where practical unless otherwise directed by the Board, in order to deliver the Services ~~(Schedule A).~~ Management of any THI vendor contracts will be the responsibility of the Town. The Town shall follow any Standards and applicable laws and by-laws in securing the services of such consultants, contractors or third parties.

5. Confidentiality and Ownership of Information

~~5.01~~ Subject to the requirements of the *Municipal Freedom of Information and Protection of Privacy Act* and the ~~OEB's Affiliate Relationships Code for Electricity Distributors and~~

5.025.01 ~~Transmitters~~ARC and any other legal requirement to disclose information, it is agreed that confidential information of ~~the Utility~~THI shall be kept in strict confidence by the Town.

5.035.02 The Town shall take such measures as are necessary in order to comply with the confidentiality obligations under subsection 5.01 above. The Town shall ensure its employees are properly informed of the requirements of the ARC. The Town shall provide an annual update to the Board regarding the measures taken to maintain the confidentiality of THI's information and the training provided to employees in respect of the ARC and the Municipal Freedom of Information and Protection of Privacy Act.

5.045.03 Information stored or produced by any Party to this Agreement on the sole behalf of any other Party to this Agreement, shall be the property of the Party on whose sole behalf such information is stored or produced. Where such information consists of an original report, computer program, information, or intellectual property produced by a Party to this Agreement for the sole purpose of supplying services to that other Party and the cost of producing such report is included in the remuneration payable by such other Party, the property (including copyright and moral rights) to such original report, computer program, information, or intellectual property shall belong to such other Party. The foregoing shall not apply where information is stored or produced by a Party to this Agreement on behalf of a third Party to this Agreement, or where the information is stored and produced by a Party to this Agreement for the mixed benefit of another Party and the Party which produced the information.

6. Costs

- 6.01 ~~The Utility~~THI shall pay the Town the fees and charges for the Services more particularly described in Schedule A and as specified in Schedule B as attached.
- 6.02 Unless specifically stated applicable taxes are not included.
- 6.03 The costing provisions are set out in Schedule ~~“A” and Schedule “B”~~ and includes a fixed management fee of \$140,000 for each of the years of the ~~agreement~~Agreement. The costing for each year of operations and capital costs shall be directly incurred costs. Services not rendered during any given year shall be reported to the ~~board~~Board annually. The ~~town~~Town and ~~utility~~THI shall review the appropriateness of the management fee level as provided in the OEB’s most recent Cost of Service rate decision in proceeding EB-2008-0246 and any subsequent OEB decision, which stipulated that such a review should either involve, at a minimum include an opinion by, a reputable third party on such matters.
- ~~6.04—The Town shall be entitled to additional remuneration, including a management fee, if:~~
- ~~(a) — It has agreed to provide, or has been required by law to provide, services which exceed those described in Schedule “A”;~~
- ~~(b) — It has agreed to provide, or has been required by law to provide, Services at a level that exceeds the level described in Schedule “A”;~~
- 6.04 The Town shall provide to the Board, at least once annually, a plan for how the Services will be performed and a financial plan for such services. The financial plan shall include a monthly forecast of expenditures suitable to the Board. The Town shall track its performance and report to THI any significant variances from the approved financial plan.
- 6.05 Where the Town provides Services to ~~the Utility~~THI, it shall use its best efforts to minimize the actual costs of providing such ~~services~~Services while still complying with all applicable regulated and non-regulated performance standards;
- 6.06 It is acknowledged that there will be some duplication in the description of ~~services~~Services. Such duplication in the description is insignificant, does not imply that there is multiple costing for those ~~services~~Services, and the Parties agree that no such multiple costing is present.
- 6.07 The Parties agree that a reasonably competitive market does not exist for the total ~~services~~Services that ~~the Utility~~THI acquires from the Town and therefore ~~the Utility~~THI agrees to pay no more than the affiliate’s fully-allocated cost to provide ~~that service. The Utility~~the Services. THI shall obtain from the Town a detailed breakdown of the ~~affiliate’s~~allocated cost of providing the ~~services~~Services as part of the annual business plan process.
- 6.08 Upon renewal of the term of this Agreement, the Town may adjust their fees upon ninety (90) days prior notice in writing to ~~the Utility~~THI provided that if ~~the Utility~~THI does not accept the adjusted costs and the Parties are unable to agree after negotiating in good faith, the adjusted costs may be submitted to arbitration pursuant to Section ~~1211~~ of this Agreement.

6.09 ~~The Utility~~ THI agrees to reimburse the Town for any unanticipated events over and above normal customer service costs to which the Town may be put resulting from extraordinary unanticipated events such as fire, major storms, tornadoes, equipment failures, and the like provided such equipment failures are not caused by negligence on the part of the Town to perform services as outlined in Schedule "A" of this Agreement.

7. Remuneration

7.01 ~~The Utility~~ THI shall pay the Town in accordance with the actual costs incurred by the Town in performing the Services ~~as set forth in the Schedules.~~

- 7.02 The aggregate remuneration, at a minimum, is payable quarterly to the Town in respect of the ~~services~~Services provided by the Town to ~~the Utility~~THI shall, so long as the Town continues to provide full treasury and financial services, be recovered from the applicable Party by direct transfers of funds from and to the appropriate accounts at times convenient to the Town Treasurer in accordance with proper principles of contract administration and IFRS and business principles. The Parties to this Agreement specifically authorize that such transfers may be performed by the Town Treasurer or his/her designate, and such authorization shall remain in effect during the full term of this Agreement. In the event that the Town ceases to provide full treasury and financial services, the aggregate remuneration payable to the Town in respect of the services provided by the Town shall be requested in periodic invoices delivered by the Town, such invoices to be delivered not more frequently than monthly. The terms of any such invoice, whether so marked or not, shall be net 30 days.
- 7.03 The presence of subsection 7.02 shall not be interpreted to mean ~~the Utility~~THI has unilateral ability, without the agreement of the Town, to terminate its use of full treasury and financial services from the Town.
- 7.04 The remuneration, payable to the members of the Board shall be an expense of ~~the Utility~~THI and shall be processed by the Town pursuant to ~~the Schedules~~Board resolutions.
8. Annual Review of Schedules
- 8.01 The Parties shall review the contents of each Schedule on an annual basis. The purpose of such review shall be to determine whether the activities described in each Schedule continue to be accurate.
- 8.02 In the event that during such a review, disagreement arises with respect to suggested amendments to any Schedule and such disagreement cannot be settled by the Parties, either Party may refer such to arbitration in accordance with Section ~~1211~~ of this Agreement.
- 8.03 The review described in 8.01 shall be commenced within sufficient time so that the Parties might reasonably have completed their review in time for the annual Town budget and estimates process.
9. Invoicing
- 9.01 The Town shall submit an invoice ~~or~~and supporting documentation to ~~the Utility~~THI for payment for all costs incurred by the Town in performing its ~~services~~Services. All invoices shall provide sufficient detail of the costs incurred and the description of the ~~services~~Services undertaken by the Town. All invoices shall be paid by ~~the Utility~~THI within ~~thirty (30)~~ninety (90) days from the date of receipt. A charge of one and one-half (1.5%) per month ~~will~~may be levied against all late payments. In the event of a dispute regarding an invoice, THI shall pay the undisputed portion of the invoice within ninety (90) days and shall promptly inform the Town of the disputed amount and basis for such dispute.
- 9.02 The ~~town~~Town will pay all accounts payable in a timely manner in order to minimize any vendor late payment charges.
- 9.03 The Town will submit details of any unanticipated events to ~~the Utility~~THI for review

before invoicing. Invoices for unanticipated events will be paid by the ~~Utility within ten-~~
~~(10) days from THI upon~~ approval by the Board.

10. Easements

- 10.01 ~~The Utility~~ THI represents that it has secured all requisite easements necessary for the delivery of electrical services for the distribution of electric power throughout ~~the Utility's~~ THI's service area.
- 10.02 ~~The Utility~~ THI shall indemnify and save the Town harmless from any claims, demands, actions and applications brought against the Town arising from the failure of the Utility THI to have secured easements or from any defect or deficiency in the easements secured by ~~the Utility~~ THI prior to the effective date of this Agreement.
- 10.03 After the effective date of this Agreement, the Town shall act on behalf of ~~the Utility~~ THI to secure all easements required for the performance of the expansion or upgrade of electrical distribution services pursuant to this Agreement. Any costs related to the acquisition of easements, including appraisal and legal costs, shall be paid by ~~the Utility~~ THI.

11. Customer Billing

- 11.01 The Town shall bill ~~the Utility's~~ THI's customers for electricity and distribution services supplied to them and such bills shall read "Tillsonburg Hydro Inc. Charges" and shall conform to the requirements of the OEB and any applicable laws.
- 11.02 ~~The Utility~~ Subject to 11.03, THI shall be responsible for all costs related to the bad debt associated with the non-payment of the electricity bills, provided the Town follows the Standards.
- 11.03 The Town shall assume responsibility for any billing errors arising after the commencement of this Agreement only to the extent that any such costs arising from the billing errors are unrecoverable from ~~the Utility's~~ THI's customer and only if the billing error is attributable to the Town's negligence or the negligence of its servants, agents or representatives.

12. Arbitration

- 12.01 The Parties agree to consult with each other and to negotiate in good faith to resolve any differences or disputes which either Party may have relating to the interpretation, application or implementation of this Agreement, or any dispute which may arise over any costs, fees or other costs incurred and failing Agreement the Parties agree to resolve their disputes by arbitration as provided in subsection 12.02.
- 12.02 Arbitration of a dispute shall be commenced by written notice by a Party requesting arbitration to the other, which notice shall identify the issue or issues it wishes to submit to arbitration. Within thirty (30) days of the date of the notice, the Parties shall agree upon a single arbitrator and failing Agreement then each Party shall appoint an arbitrator and the two appointees shall within 45 days of the date of the notice of arbitration appoint a third person who shall act as Chair of the Arbitration Panel, and failing Agreement the Chair shall be appointed by a Judge of the Superior Court of Ontario pursuant to the provisions of the *Arbitration Act, 1991*, S.O. 1991 c.A.17.
- 12.03 The commencement of the arbitration and all rules of procedure for the arbitration shall

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be by Agreement of the Parties, or failing Agreement, as determined by the arbitrator or Chair of the arbitrator panel. The provisions of the *Arbitration Act, 1991*, SO 1991 c.A.17, as amended or any successor legislation shall apply to the arbitration.

- 12.04 All decisions of the arbitrator or arbitrators, as the case may be, shall be made in writing and shall be delivered to all Parties within ten (10) days, or within such other time as the Parties may agree, from the conclusion of the arbitration. Except for matters of law only, all decisions shall be final and binding upon the Parties, their respective successors and assigns, and shall not be subject to appeal.
- 12.05 Each Party shall pay its own costs incurred in respect of the arbitration including the payment of its appointee to the arbitration panel, and in the case of a three person panel the Parties agree to share the fees of the Chair and other related costs equally.

13. Insurance

13.01 ~~The Utility~~ THI shall provide and maintain the following:

- (a) A Comprehensive General Liability Policy which shall name the Town as a Named Insured but only with respect to operations and services performed by the Town on behalf of ~~the Utility~~ THI;
- (b) An Environmental Impairment Policy which shall name the Town as a named insured but only with respect to operations and services performed by the Town on behalf of ~~the Utility~~ THI;
- (c) Directors and Officers liability insurance providing coverage for the directors of ~~the Utility~~ THI;
- (d) The Errors & Omissions Liability Policy which shall be in the name of ~~the Utility~~ THI with the Town added as a Named Insured but only with respect to claims for compensatory damage as a result of errors or omissions by the Town acting on behalf of ~~the Utility~~ THI; and,
- (e) Such other insurance in keeping with good utility practice.

~~13.02 The Utility agrees to endorse its insurance coverage with the Town as a Named Insured to cover any liability of the Town resulting or arising from any claims of injury, including injury resulting in death, third Party property damage arising from the operations of the Named Insured and/or the operations and services performed by the Town on behalf of the Utility.~~

~~13.03~~ 13.02 The Town of Tillsonburg shall, at their expense obtain and keep in force during the term of the Master Service Agreement, Municipal Liability Insurance satisfactory to Tillsonburg Hydro Inc., and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury.

~~13.04~~ 13.03 The Town of Tillsonburg shall indemnify and hold harmless Tillsonburg Hydro Inc., its officers, Board Members and employees from and against any liabilities, claims, expenses, demands, loss, cost, damages, actions, suits or other proceedings by whomsoever made, directly or indirectly arising out of the Master Services Agreement attributable to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service and caused by any acts or omissions of the Service Provider, its officers, agents, servants, employees, customers, invitees or licensees, or occurring in or on the

premises or any part thereof and, as a result of activities under this agreement.

~~13.05~~13.04 All policies referred to in subsection 13.01, 13.02 and 13.03 shall contain a clause requiring each insurer to give the Town or ~~the Utility~~THI, as the case may be, ninety (90) days written notice prior to cancelling insurance coverage.

~~13.06~~13.05 Both Parties will notify the Municipal Electric Association Reciprocal Insurance Exchange (MEARIE) of any occurrence, claim, suit and/or accident pertaining to the operations of the Named Insured and/or the operations performed by the Town on behalf of the Named Insured.

14. No Warranty or Guarantee

14.01 The Town provides no warranty or guarantee for any defective or deficient equipment or materials utilized except for the manufacturers or supplier's warranties or guarantees applicable to the defective or deficient equipment or materials.

14.02 The Town will use commercially reasonable efforts to ensure obtain proper warranties and guarantees are obtained and managed for the benefit of THI.

15. Notices

15.01 All notices required to be given to either of the Parties under this Agreement shall be in writing and shall be delivered by prepaid ~~unregistered~~registered post or hand delivery to the following:

(a) The Corporation of the Town of Tillsonburg

200 Broadway, 2nd
Floor Tillsonburg,
ON N4G 5A7

Telephone: (519) 842-6428
Fax: (519) 842-9431

Attention: Town Clerk, copied to CAO

and

(b) Tillsonburg Hydro Inc.

10 Lisgar Ave
Tillsonburg, ON N4G 5A5

Telephone: (519) 842-6428
Fax: (519) 842-9431

Attention: General ManagerBoard Secretary, copied to Board of Directors

or to such other address or individual as may be designated by written notice to the other Party. Any notice given by personal delivery shall be deemed to have been given on the

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day of actual delivery hereof and if sent by prepaid post, on the third day after mailing.

16. Successors

16.01 This Agreement shall inure to the benefit of and be binding upon the Parties and their successors and assigns, respectively.

17. Regulatory Changes

17.01 The Parties acknowledge that substantial changes to legislation and regulations and government policies ~~are likely~~ may to occur during the term of this Agreement which ~~are likely to~~ may affect the nature of the relationship between them, ~~and as~~. As a consequence thereof, the Parties hereby agree to consult and negotiate in good faith any amendments to this Agreement which may be necessitated by changes in the regulatory environment ~~and in keeping with~~ to preserve, to the extent practicable, the intent of the Parties, ~~and failing~~. If after a reasonable period of negotiation the Parties are unable to conclude an amendment to this Agreement to, either Party may submit their differences to arbitration as provided in Section 12.

18. Entire Agreement

18.01 This Agreement, including Schedules A and B, constitutes the entire Agreement between the Parties.

19. Amendments

19.01 Amendments to this Agreement shall be only be effective when in writing and executed by the ~~Parties~~ duly authorized signing officers of the Parties.

20. Headings

20.01 The headings in this Agreement are for purposes of reference only and shall not be read or construed so as to abridge or modify the meaning of any provision in the main text of this Agreement.

21. Governing Law

21.01 This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

22. Termination

22.01 In the event of non-performance by either Party of any material obligation(s) under this Agreement, the other Party may at its sole option elect to terminate this Agreement provided that the defaulting Party shall be given written notice of the default and shall be given sixty (60) days to cure the default, and then only upon failure to cure the default within the cure period, the Agreement may be terminated. Termination shall not relieve a Party of any obligation, responsibility or amount payable under this Agreement up to and including the date of Termination.

23. ~~Responsibility~~ Liability and Indemnification

~~23.01—While the Utility continues to be a wholly owned subsidiary of the Town:~~

~~(a) —The Town shall have no responsibility for any actions, causes of action, claims or~~

~~demands which may be advanced against the Utility even where the said action, cause of action, claim or demand arose partly or entirely out of any misfeasance or nonfeasance on the part of the Town in the performance of its operations pertaining to the distribution of electricity. The Utility shall indemnify, release and save harmless the Town in respect of any such action, cause of action, claim or demand save and except when operations pertain to the operations other than those pertaining to the distribution of electricity.~~

23.01 The Town shall indemnify and save THI, its officers, directors, agents and employees, if any, harmless from and against all any costs, courses of action, claims, demands, expenses or liabilities of any description incurred by THI or its officers, directors, agents or employees may suffer as a result of the omission, negligence or willful misconduct of the Town or those for whom the Town is legally responsible in the performance or non-performance of this Agreement.

~~(b) — In situations where the Town and the Utility/THI are jointly liable to anya third person otherwise than in contract, the Utility shall absorb all such liability pertaining to the distribution of electricity and shall indemnify and save harmless the Town; and~~

23.02 The Utility/THI shall reimburse, indemnify and save harmless the Town against any costs, courses of action, claims, demands, expenses or liabilities of any description incurred by the Town solely for the benefit of THI where the Utility, whether such reimbursement and indemnification is complicit with this Agreement or otherwise Town has not been negligent.

24. Joint ~~Management~~ Committee

24.01 It is a matter of importance to the Parties that there shall be proper consultation and involvement by the Utility in the performance of services under this Agreement. For that reason, the following committee shall be formed and shall meet on a regular basis, the schedule thereof as determined by the members of the Joint Management Committee, in order to identify, resolve, and coordinate matters of common concern in relation to the services performed hereunder/THI in the performance of Services under this Agreement:

- ~~(a) The Joint ~~Management~~ Committee shall consist meet as required to identify discuss and resolve issues of mutual concern to the Chief Administrative Officer of the Town, General Manager of the Utility, and two Board appointed independent directors/Parties and if required, the Chair of the Board may attend as an ex-officio member; receive updates.;~~
- ~~(b) Either Party to this Agreement shall have the right to requisition a meeting of the said Joint ~~Management~~ Committee at any time upon five (5) days written notice to the other; and~~

- (c) Where a member is unable to be present at any meeting of the said Joint ~~Management~~ Committee, he or she may substitute another individual to attend and participate at any such meeting in his or her stead.

25. Relationship

- 25.01 Parties acknowledge and agree that the Town shall act as an independent contractor providing its services under this Agreement and the Parties further acknowledge and agree that nothing in this Agreement shall be deemed or construed to be the formation of a partnership between the Town and ~~the Utility~~ THI.

26. Survival

- 26.01 The following sections 5, 6, 7, 9 and 23 shall survive the termination of this Agreement.

IN WITNESS WHEREOF the Parties have duly executed this Agreement on the date first above written:

The Corporation of the Town of Tillsonburg

Tillsonburg Hydro Inc.

Mayor

Chair

Per:

Per:

CAO

Secretary

- Maintain the appropriate meter database as required by Measurement Canada, the IESO, OEB or UtilityTHI;
- Identify all meters that have malfunctioned and assist in the necessary corrective actions required to address such malfunction;
- Recommend to UtilityTHI management any technological advances that should be implemented ~~at the Utility to comply with all rules and regulations set out by Measurement Canada or other legislation;~~
- Test or have tested all meters according to general accepted principals for an Utility meter shop as set out by the current courses for Meter Technicians;
- Provide technical assistance to customers and consultants on meter installation requirements;
- Provide regular reports to UtilityTHI management;
- Provide management and supervision;
- Provide safety training and ensure all employees work to IHSA safety standards;
- Provide necessary vehicles and equipment of a general nature;
- ~~• Meet any OEB required requirement set out by Utility;~~
- ~~• Promote public safety and awareness using external communication.~~

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED

- ~~• Meter readings to be accurate;~~
- ~~• Service provided to the schedule set out by the Utility;~~
- ~~• All OEB codes to be met;~~
- ~~• All Measurement Canada codes, guidelines or rules to be met;~~
- ~~• Meters to be purchased using industry standards including MEA, IHSA, CSA and UL;~~
- ~~• Supply and testing to meet Utility schedule and OMB OEB required requirements.~~
- All Services provided in subsection (a) above shall be provided in accordance with Standards, best practices and procedures.

~~(B) — LRIS.~~

~~(C) — Investigate GIS systems for the benefit of THI.~~

- Prepare and track the engineering budget and capital construction budget from concept to final estimates and provide variance explanations as required.
- Review and comment on plans for proposed developments submitted by property owners and the Town of Tillsonburg Planning Services and other agencies.
- Review and comment on plans for proposed new electrical services, over 150kVA, submitted by property owners.
- Plan revisions and extensions to the electrical distribution system.

DESIGN SERVICES

- Plan, design and supervise the installation of all ~~new~~ electrical plant and equipment related to capital and operations work.

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- ~~The~~ All Services provided in subsection (a) above services will shall be provided in an expedient manner accordance with Standards, best practices and according to the codes, standards and guidelines of the ESA, OEB or the IESO as applicable procedures.

A.3 METER SERVICES

(a) FULL DESCRIPTION OF THE SERVICE:

~~On an as needed basis:~~

- Provide qualified Meter Technicians;
- Install/remove residential electric meters;
- Install/remove General Service Meters;
- Install/remove Data recorders;
- Install/remove CT and PT and prepare meter installations;
- Provide technical advice on the procurement of all meters required by ~~the~~ Utility THI;
- Maintain, verify or re-verify all meters according to schedule;
- Install and maintain smart meters and implement smart grid technology in accordance with standards.

~~Transformer Installation and Repair~~

- ~~• Maintain voltage ranges to customer to CSA standards.~~

~~Service Installations~~

- ~~• Installations will be made to OEB requirements.~~

~~Service Repairs~~

- ~~• To OEB requirements.~~

~~Relocation Work~~

- ~~• Perform work to OEB requirements and good utility practice standards.~~

~~PCB Management~~

- ~~• All activity to within the Ministry of the Environment and any other legal requirements.~~

~~Billable Work~~

- ~~• Perform work to OEB requirements and good utility practice standards.~~

~~Customer Relations~~

- ~~• To OEB requirements to meet or exceed the top quartile in terms of customer service standards related Ontario LDC's.~~

~~Supervision~~

- ~~• To meet or exceed Ministry of Labour and IHSA's requirements. To meet OEB requirements.~~

~~Line Locate~~

- ~~• Locates will be done to meet the OEB requirements with Standards, best practices and procedures.~~

A.2 ELECTRICAL ENGINEERING SERVICES

(a) FULL DESCRIPTION OF THE SERVICE:

- Maintain engineering files and records, both digital and hard copy.
- Writing and maintaining technical specifications and procedures.
- Installation, support and licensing of the following all engineering software:

(A) ~~AutoCad;~~

~~payment options including online methods for customers in order to pay their utility bills.~~

Supervision

Switching Operations

- To arrange and facilitate all high voltage switching. To set standards and arrange all duties that crews require performing to standards and are done to EUSAESA, Ministry of Labour and Town of Tillsonburg rules and regulations.

Memberships and ~~Licenee~~License Fees

- Maintain memberships / licenses with / in OEB, IHSA, HSA, EDA ~~and ACORE~~.

~~Green Fleet Vehicles/Fleet~~, ESA, etc....

- Providing, maintaining and ~~fuelling~~fueling green fleet technology type vehicles owned by the Town as necessary to complete all maintenance and construction work as required to maintain service for the Utility~~THI~~.

Line Locate

- Provide line locate to all requests ~~for line locates~~ within ~~the Utility's~~THI's service area

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

~~Substation Maintenance~~

- ~~———— Create a standard monthly report of substation status.~~

~~Overhead Maintenance~~

- ~~———— Maintain system to OEB required standard or better~~All Services provided

in ~~responding to calls.~~ ~~Underground Maintenance~~

- ~~———— Maintain system to OEB required standard or better in responding to calls.~~

~~Inspection~~

- ~~———— Provide inspection reports for switches, vaults (3 year rotation), and poles (10 year rotation).~~

~~Emergency Response~~

- ~~———— Emergency response will~~subsection (a) above shall be provided in accordance to OEB required Guidelines and applicable law.

Service Installations

- Provide qualified labour and supervision to install all types of services from 3 phase 27.6 KV primary to 120/240 volt single phase underground or overhead.

Conservation Demand Management (CDM)

- To meet all CDM related regulations and license conditions
- Develop, maintain and monitor an approved CDM plan as required.

Smart Grid

- Provide necessary services to implement, maintain and monitor a smart grid plan in accordance with regulations, standards and practices.

Service Repairs

- Repair all secondary and primary services to re-establish power 24 hours 365 days a year.

Relocation Work

- To provide the supervisory services, labour, equipment, materials and tools necessary to move, remove, shift, or build electrical plant for the purpose of road, sidewalk or any other project on Town streets.

PCB Environmentally Hazardous Material Management

- Provide expertise in PCB Environmentally Hazardous Material Management, testing and reclassification of transformers when required.
- Provide the required supervision, labour, equipment to remediate, clean up, contain, control, transport and store all material until decommissioning or disposal in accordance with all applicable law.

Billable Work

- To provide qualified crews and people and supervision to perform work to private individuals on behalf of the UtilityTHI. To provide customers of the UtilityTHI with expertise and knowledge and render service to customers on a 24 hours basis on behalf of the UtilityTHI.

Customer Relations

- To provide help to the customers of the UtilityTHI with their concerns such as no power calls, eats-in-trees, kites in wires and all other similar instances on behalf of the UtilityTHI utilizing, where appropriate, the Town Active Citizen Response (ACR) technology. The town will provide web presentment technology in association with smart meter and smart grid technology. The Town provides additional payment options including online methods for customers in order to pay their utility bills.

SCHEDULE A – LIST OF SERVICES

A.1 HYDRO OPERATIONS

(a) FULL DESCRIPTION OF THE SERVICE:

Provision of a (Full Time) General Manager of Tillsonburg Hydro Inc.

- Provision of a General Manager for the UtilityTHI who is a Town Employee. Substation Maintenance

- To provide supervision, labour, materials, equipment and tools to maintain all the substations, substation buildings and substation fixtures including any tests, inspections or monthly monitoring and record keeping.

Overhead Maintenance

- To provide supervision, labour, materials, equipment and tools to maintain and repair all overhead lines, hardware, poles, switches, etc. To render repairs at any time to facilitate restoration or power with the least amount of inconvenience to the customer.

Underground Maintenance

- To provide supervision, labour, materials, equipment and tools to maintain and repair all Underground Lines, hardware, and switches etc. To render repairs at any time to facilitate restoration or power with the least amount of inconvenience to the customer.

Inspection

- Provide inspection and testing of the electrical plant to the present standards required by good utility practice, the UtilityTHI and all applicable laws.

Emergency Response

- Provide 24 hour 7 day a week ~~trouble crew with the possibility of providing up to 4 people and supervision within 1 hour in emergency~~ response to all trouble calls. ~~To provide supervision on a 24 hour 7 day a week.~~

Transformer Installation and Repair

- Provide qualified crews and supervision to install overhead, underground and pad mount transformers. To ensure proper voltage to customers.

A.4 METER DATA MANAGEMENT

(a) FULL DESCRIPTION OF THE SERVICE:

- ~~• Read all residential and commercial meters except interval meters;~~
- ~~• Gather / Provide all meter readings;~~
- Handle all customer complaints regarding incorrect readings or performance of meter readers;
- ~~Provide~~Maintain meter reading software and ~~system owned by THI~~systems;
- ~~• Read all residential electric meters according to schedule using MVRS handheld provided by Town and provision of Smart Metering Services in accordance with applicable legislation and OEB requirements;~~
- ~~• Read all General Service meters and reset demand meters according to schedule using MVRS handheld provided by Town;~~
- ~~• Read all General Service or residential electric telemeters according to schedule using MV90 software;~~
- ~~• Read all wholesale meters using MV90 Standard;~~
- ~~• Read all embedded generation using MV90 Standard;~~
- ~~• Provide, maintain, administer and operate MV90 or similar software;~~
- ~~Provide standard (MVRS and MV90) file formats for all scheduled~~ Verified, Edited or Estimated readings for import into Utility's ~~to~~ THI's CIS/billing package, retail settlement package or service, and posting as required for retailer access;
- ~~• Provide Verified, Edited or Estimated readings to the Utility's CIS/billing package, retail settlement package or service, and posting as required for retailer access;~~
- Maintain backup copies for the periods scheduled by ~~the Utility~~THI;
- ~~• Ensure compliance with all OEB and OEB required requirements;~~
- Provide all supervision and management functions;
- Provide all required equipment and supplies for employees;
- ~~• Provide safety training and monitoring;~~
- ~~Provide rregularregular~~ reports to ~~Utility management~~adequately inform THI.

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED

- ~~• Meter readings to be accurate to reasonable industry standards;~~

- ~~• Service provided to the schedule set out by the Utility to reasonable industry standards;~~
- ~~• All OEB codes to be met;~~
- ~~• All Measurement Canada rules to be met;~~
- ~~• Ensure that all readings are obtained as per schedule of the Town.~~
- All Services provided in subsection (a) above shall be provided in accordance with Standards, best practices and procedures.

A.5 TREE TRIMMING

(a) FULL DESCRIPTION OF THE SERVICE:

- Trim trees to ensure that distribution lines and plant are clear of any obstruction.
- Provide supervision and control to ensure that proper clearances are maintained.

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, best practices and procedures.
- The Town will be cleared on a rotational basis once every three years.

A.6 CUSTOMER SERVICES

A.6.1 BILLING ADMINISTRATION

(a) FULL DESCRIPTION OF THE SERVICE:

- Calculation of monthly bills for ~~existing customer base of +/- 6,800 customers;~~
- Answer all customer inquiries including inquiries regarding bill calculation, type and cost of services offered, high consumption and power outages. Provide for over the counter service at the Customer Service Centre;
- The Customer Service Centre is to operate between the hours of 8:00 a.m. and 5:00 p.m. Monday to Friday, excluding statutory holidays. These hours of operation are subject to change upon mutual Agreement between the Town and ~~the Utility~~ THI;
- Handle all customer requests for connection and disconnection of services, roll-outs, and spot services;
- Handle all customer complaints;
- Ensure proper update of the billing system of all information, concerning, rate, consumer, location and retailer information;
- Provide after-hours answering service to dispatch emergency calls;
- Monitor and report on telephone access, appointments and written responses to inquiries as required by the OEB to meet the Performance Based Regulations;
- Promote policies, and programs which encourage high levels of service;
- Notification to retailers of changes in customer accounts.

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, best practices and procedures.
- Maintain high levels of customer satisfaction;
- ~~Ensure Performance Based Regulations are met;~~
- ~~Enforce the Standard Application of Rates and/or policies of Regulator are followed;~~
- ~~Ensure all accounts are billed monthly as per schedule.~~

A.6.2 DISPATCH

(a) FULL DESCRIPTION OF THE SERVICE:

- Provide radio dispatch service and necessary record keeping for customer service

Master Service Agreement
and emergency needs.

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(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- ~~In~~All Services provided in subsection (a) above shall be provided in accordance with ~~established policy~~Standards, best practices and procedures.

A.6.3 GENERAL MAIL SERVICES

(a) FULL DESCRIPTION OF THE SERVICE:

- Provision of mail and courier services excluding invoice mailings and including pick-up or receipt, processing, distribution and delivery; includes daily pick-up and delivery to and from the Tillsonburg Customer Service Centre (CSC).

(b) STANDARDS TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, best practices and procedures.
- Pick-up and delivery to and from the CSC Daily
- Delivery to work locations Daily by 10:00 a.m.
- Pick-up from work locations Daily by 3:30 p.m.

All mail will be processed by the end of the working day on which they have been received.

A.6.4 REMITTANCE PROCESSING

(a) FULL DESCRIPTION OF THE SERVICE:

- Processing of all payments, including opening/sorting mail, data capture, encoding and preparing deposit;
- Providing cashiering services at the Tillsonburg Customer Service Centre from 8:00 a.m. - 5:00 p.m. Monday to Friday, excluding statutory holidays. These hours of operation are subject to change upon mutual Agreement between the Town and ~~the Utility~~THI;
- Daily reconciliation of monies collected to system records.

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, best practices and procedures.
- All payments will be posted the day they were received;
- Bank deposits to be made daily;
- Reconciliation of posted amounts and cash received daily and monitored for

Master Service Agreement
errors;

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- All payment investigations to be done on a timely basis;
- Payment types to be accepted are Debit, Cash, and Cheque, Credit Card, Telebanking and bank payments.

A.6.5 BILL DESIGN, PRINTING, INSERTING AND MAILING INVOICES

(a) FULL DESCRIPTION OF THE SERVICE:

- Design of a customer driven bill and collection notices. The design of the bill will ensure that the customer is aware ~~the Utility~~ THI is the energy distribution provider, and distinct from charges for other services on the bill;
- Generate and/or print all monthly bills and notices for ~~existing customer base of customers;~~
~~+/- 6,800 customers;~~
- Inserting and preparing bills/notices for mailing including up to 3 additional inserts and business return envelopes and delivery to post office, including postal charges, at current rates.

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, best practices and procedures.
- All mail will be delivered to Canada Post daily;
- Mailing addresses will be verified for address accuracy;
- Bills will be responsive to the customers' needs and will conform to the requirements of the Regulator.

A.6.6 COLLECTION SERVICES

(a) FULL DESCRIPTION OF THE SERVICE:

- Notify customers of overdue payments by telephone, mail and continue notification processes until payment is received or discontinuation of services, for consumer and miscellaneous receivable accounts;
- ~~Field Collection Services to~~ To obtain payment, notify of impending disconnection, and disconnection of hydro services when payment is not received;
- Recommend and co-ordinate legal actions where payment is not received;
- Trace and locate debtors on final accounts;
- Administer the contract and co-ordinate services with the Credit Bureau and external Collection Agency;
- Maintain accurate system records on all collection activity;
- Collect deposits and/or other forms of security as required by the policies of ~~the~~ UtilityTHI;
- Report on collection activity as required;
- Recommend Collection Policies to reduce bad debts;
- Recommend accounts to be written off. ~~The UtilityTHI~~ will assume the expense of bad debt write-offs relating to electricity charges and related administrative fees.

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- ~~Ensure regulations of Regulator and/or Standards Application of Rates are followed;~~
- ~~Ensure the collection and deposit policies of the Utility are followed.~~

- All Services provided in subsection (a) above shall be provided in accordance with Standards, best practices and procedures.

A.6.7 CUSTOMER RELATIONS, ADMINISTRATION, BRANDING AND MARKETING

(a) FULL DESCRIPTION OF THE SERVICE:

- Administration, customer relations, and marketing for all Utility functions not covered in other schedules;
- Provision and maintenance of a website for Utility information;
- Provision of teleconferencing services, as required, for some or all of the board members for meetings.

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- ~~The Town will take all reasonable steps to use the Utility's name, logo or other distinguishing characteristics, in a manner that would not mislead consumers as to the distinction between the Utility and the Town.~~
 - All Services provided in subsection (a) above shall be provided in accordance with Standards, best practices and procedures.
-

A.7 MANAGEMENT SERVICES

A.7.1 MEETING MANAGEMENT SERVICES

(a) FULL DESCRIPTION OF THE SERVICE:

- Provision of a Recording Secretary to ~~the Utility~~THI;
- Preparation and distribution of agendas;
- Take minutes of board meetings;
- Minute preparation, distribution and retention;
- General administrative support to Board members including correspondence, reports, bookings and other related tasks arising from board meetings;
- Provision of suitable meeting room accommodations including a conference table and seating for Board members and other attendees.

(b) STANDARDS TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, best practices and procedures.
- Agendas will be prepared and distributed two working days prior to meetings;
- Minutes will be prepared and distributed within five working days following the meeting;
- Minutes and all related documentation will be retained in secured storage.

A.7.2 INSURANCE & RISK MANAGEMENT SERVICES

(a) FULL DESCRIPTION OF THE SERVICE:

- Placement and management of: (a) Liability and Property Insurance; (b) Directors and Officers liability insurance providing coverage for the directors of ~~the Utility~~THI; (c) insurance claims administration and adjusting services; (d) assistance to the Board of Directors in the development of risk management procedures.

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, best practices and procedures.
- Town of Tillsonburg to be an additional named insured on all policies where such coverage is available;
- Liability and property insurance will be obtained with the level of coverage to be determined by the Board of Directors. ~~The Town's Director of Finance shall~~ Shall provide in consultation with the Insurance Company(s), advice and assistance to the Board in connection with such policy limits;
- Claims administration will be undertaken by the ~~Town's Director of Finance or his or her designate~~ Town;
- Adjusting Services for Claims will be provided when necessary;
- Timely updates on matters of risk management, events, and occurrences.

A.7.3 TELEPHONE SERVICES

(a) FULL DESCRIPTION OF THE SERVICE:

- Provision of the necessary telephones for all staff involved in ~~Utility~~electricity services, including required telephone lines, voice mail, cell phones where necessary, and specialized telephone equipment (i.e. headsets) for customer service personnel as may be required.

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- ~~A fully functional telephone system with voice mail will~~ All Services provided in subsection (a) above shall be provided including system support in accordance with Standards, best practices and repair procedures.

A.7.4 ACCOUNTS PAYABLE PROCESSING

(a) FULL DESCRIPTION OF THE SERVICE:

- Accounts payable processing.

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, best practices and procedures.
- Invoices are paid within their due dates. Discounts should be taken when possible;
- Any late payment charges on invoices paid by the Town will not be passed on to THI.

A.7.5 PAYROLL FUNCTIONS

(a) FULL DESCRIPTION OF THE SERVICE:

- Payroll functions.

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, best practices and procedures.
- Employee(s) paid/filings (WSIB, Rec. General &c.) all done on a timely basis;

A.7.6 MISCELLANEOUS ACCOUNTS RECEIVABLE ADMINISTRATION

(a) FULL DESCRIPTION OF THE SERVICE:

- Miscellaneous (non-consumer) accounts receivable administration.

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, best practices and procedures.
- Billings completed on a timely basis.
- Collection of Accounts Receivable in accordance with legislative standards.

A.7.7 RECORDS MANAGEMENT SERVICES

(a) FULL DESCRIPTION OF THE SERVICE:

Provision of records management services using records management software to:

- Maintain file plans and retention schedules;
- Transfer and store of inactive records;
- Destroy records;
- Retrieve and deliver inactive records;
- Train Records Coordinators and other records service users;
- Customize reports.

(b) STANDARDS TO WHICH THE SERVICE WILL BE PROVIDED:

- ~~File plans and retention schedules reviewed with Records Coordinator and revised annually~~ All Services provided in subsection (a) above shall be provided in accordance with ~~OEB and town policy~~ Standards, best practices and procedures.

A.7.8 FINANCIAL STATEMENT PREPARATION

(a) FULL DESCRIPTION OF THE SERVICE:

- Financial Statement Preparation.
- Annual audit.

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- ~~Quarterly~~ All Services provided in subsection (a) above shall be provided in accordance with Standards, best practices and procedures.
- Minimum quarterly statements presented to the Board on a timely basis;
- Audited financial statements to be completed on a timely basis.
- Annual review of internal controls by third party (auditor).

A.7.9 OTHER FINANCIAL SERVICES

(a) FULL DESCRIPTION OF THE SERVICE:

- Other financial services including rate applications, business plans, reports to the regulator and others as needed;
- Includes provision of a Treasurer to ~~the Utility~~THI, which Treasurer shall either be or, shall report to and, receive direction from the President of THI in accordance with established board policy...

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- All ~~rate applications/budgets and submissions will~~Services provided in subsection (a) above shall be prepared provided in accordance with ~~the requirements of the Regulator and the Boards of Directors~~Standards, best practices and procedures.

A.7.10 TREASURY SERVICES

(a) FULL DESCRIPTION OF THE SERVICE:

- Treasury services including financial systems integrity, internal controls, investment and banking administration, cheques and disbursement of funds, financial management and analysis, payroll and accounting administrative functions, purchasing services and hydro collection administrative services.
- Bank reconciliations should be completed on a timely basis

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- ~~All treasury services to~~Services provided in subsection (a) above shall be provided ~~to standards~~ in accordance with ~~Town policy~~Standards, best practices and ~~those of the Regulator and the Utility~~procedures.

A.7.11 LEGAL SERVICES

(a) FULL DESCRIPTION OF THE SERVICE:

- Consultants and outside solicitors engaged as deemed necessary but supervised and instructed by the General Manager ~~as per board policy~~or the THI Board of Directors;
- Also provides outside legal representation and advice to ~~municipal~~Town departments which perform electricity services, whether directly or indirectly.

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, best practices and procedures.
- Basic legal services, including minute book and sign off on an as-needed basis;
- ~~matters~~Matters will be referred to outside solicitors ~~with supervision performed~~

~~by the General Manager as per board policy.~~

A.7.12 HUMAN RESOURCE SERVICES

(a) FULL DESCRIPTION OF THE SERVICE:

- Services will be supplied in respect of Town employees performing THI-related services;
- Payroll and benefit management;
- Salary Administration & Pay equity;
- Labour Relations management;
- Health and Safety. OHSА compliance. Injury and loss prevention. WSIB management including modified and related work programs;
- Employment Services. Job Descriptions and job evaluations. Recruitment, interviewing, selection.

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- ~~Consistent with service level provided to all Town departments.~~

- All Services provided in subsection (a) above shall be provided in accordance with Standards, best practices and procedures.

A.7.13 MISCELLANEOUS SERVICES

(a) FULL DESCRIPTION OF THE SERVICE:

- Miscellaneous services, not specified as services in any schedule, but provided to any of the foregoing at ~~the Utility's~~ THI's request and upon the Agreement of the Town.

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- ~~Legislative and industry standards and guidelines.~~
- All Services provided in subsection (a) above shall be provided in accordance with Standards, best practices and procedures.

A.7.14 SENIOR MANAGEMENT SERVICES

(a) FULL DESCRIPTION OF THE SERVICE:

- Senior Management Services not necessarily included within any other service schedule.

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- ~~As required, when required.~~
 - All Services provided in subsection (a) above shall be provided in accordance with Standards, best practices and procedures.
-

A.7.15 MANAGEMENT ADMINISTRATION

(a) FULL DESCRIPTION OF THE SERVICE:

- Management, administrative services and customer service and support using current industry standard technology:

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

~~As required when required.~~

- All Services provided in subsection (a) above shall be provided in accordance with Standards, best practices and procedures.

A.7.16 INVENTORY MANAGEMENT - STORES

(a) FULL DESCRIPTION OF THE SERVICE:

- Maintain inventory levels to satisfy hydro operations and engineering needs;
- distribution of materials and costs to hydro operations as released;
- reconciliation of physical count v. book value;
- provide purchasing needs for hydro stores & inventory;
- provide purchasing needs for hydro operations external to stores.

- Shall ensure scrap equipment and materials are properly handled and disposed of in accordance with applicable laws and regulations.

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, best practices and procedures.
- Monthly cycle counts will be completed and an annual inventory to meet sufficient inventory levels to meet operating and emergency needs as required;
- Keep inventory value at a reasonable and manageable level.
- Timely purchasing and delivery to satisfy needs and maintain required levels of inventory.

A.7.17 IT SERVICES

(a) FULL DESCRIPTION OF THE SERVICE:

- Installation and maintenance of all hardware including servers, and mainframes necessary for ongoing operations;
- Installation, support, and licensing of all software applications;
- Provision of network, email, and Internet access;
- Programming support for custom applications. This includes design/implementation of new development as well as maintenance of current modules;
- Database installation, support and licensing;
- Security: Nightly, weekly, and monthly backups including disaster recovery. Firewall. Maintenance of employee profiles, access rights, and permissions;
- Technical guidance for meetings, committees and projects.
- Provision of Information Technology Security services
- Develop and maintain a disaster recovery plan
- Ensure outsourced service provides meet the same standards

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

Hardware, Software, Database, Communications Availability

- Available 24 hours a day 7 days a week except for scheduled backups, maintenance, month end and year-end procedures.

Problem Resolution

- Priority 1 - Hardware, software, database, or communication failure which causes 1 person to be unable to carry out their main job function. An IT support technician will respond within 1 working day.
- Priority 2 - Problems which do not cause an employee to be unable to carry out their main job functions are logged, prioritized and dealt with as soon as possible, depending on the availability of staff due to number of priority 1 and priority 2 problems.

Programming Requests

- All programming requests are submitted to IT through ACR, logged and prioritized. Small requests are handled on a combined priority and first in first out (FIFO) basis. Large requests are prioritized and scheduled after discussion with the Town.

Security / Information Technology Security / Disaster Recovery Plan

- All Services provided in subsection (a) above shall be provided in accordance with standards (as set out by the OEB), best practices and procedures.

A.8 USE OF THE CUSTOMER SERVICE CENTRE, DISPATCH AND PROPERTY MANAGEMENT FACILITIES

(a) FULL DESCRIPTION OF THE SERVICE:

- Buildings, property, equipment, or other depreciable assets used by the Town to provide services to ~~the Utility~~THI;
- All aspects of Property Management relating to the Customer Service Centre, including janitorial, mechanical, electrical, plumbing, security systems, window cleaning, mats, pest control, fire plans;
- Project management for renovations and mechanical replacement;
- Cost of providing building/facility for stores, dispatch and hydro operation.

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, best practices and procedures.
- Available during normal office hours and on call 24 hours a day, 7 days a week;
- Sufficient to house and provide necessary services.

A.9 RETAIL/WHOLESALE SETTLEMENT & ENERGY MANAGEMENT

(a) FULL DESCRIPTION OF THE SERVICE:

- Retail /Wholesale Settlement;
- Receive inputs from MDMR, IESO, Utilismart and other vendors as required;
- Operate and maintain the Retail /Wholesale Settlement System ~~to meet the billing requirements of the Utility, OEB and Retailers~~;
- ~~Meet timelines established by the Utility, OEB, Retailers;~~
Track and remit Debt Retirement Charge;
- Supply and maintain a modern settlement system or service;
- Retain and Maintain required records;
- Provide supervision and Management;
- Provide energy management advice to customers and staff;
- Inform UtilityTHI management of energy management trends and recommend programs;
- Perform, Managemanage and Investigate—Energyinvestigate energy misappropriation providing ~~the UtilityTHI~~ with a proper Theft of Energy Program;
- Provide Customer Education including education in the schools;
- Maintain evidence and provide as needed support to prosecute energy theft to the full extent of the law;
- ~~Meet all OEB, Utility or Ministry guidelines for Customer Education.~~

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, best practices and procedures.
-

A.10 CAPITAL SERVICES

A.10.1 CAPITAL PROJECTS

(a) FULL DESCRIPTION OF THE SERVICE:

- ~~Labour~~Provide labour, equipment and applicable materials to perform capital projects, the result of which will be to produce capital assets owned by ~~the UtilityTHI~~ as well as developing and maintaining the Distribution System Plan as required.

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, best practices and procedures.
- While the staff levels maintained by the Town permits a portion of that staff to be utilized for normal operating functions and for the performance of capital projects, the exact amount of in-house labour available to perform such capital projects will vary from time to time because of workload issues and other pertinent factors;
- Town ~~staff~~ will make appropriate recommendations to ~~the UtilityTHI~~ from year to year and from time to time with respect to the capacity of Town staff to undertake projects on an in-house basis, and which projects (or which portions of projects) will need to be performed by contractors under contract to ~~the UtilityTHI~~. Where such outside forces are contracted by ~~the UtilityTHI~~, Town staff shall provide contract administration and management services in connection with such contracts to ~~the UtilityTHI~~.
- Town will track capital spending and provide regular reporting on level of expenditures and variances against budget and any approved Distribution System Plan.

A.10.2 ACQUISITION & DISPOSITION OF REAL PROPERTY

(a) FULL DESCRIPTION OF THE SERVICE:

- ~~Estimate~~Where the acquisition of real property is required to provide distribution services, the Town shall estimate value, obtain appraisals, ~~declare surplus~~, negotiate, receive appropriate approvals and ensure closings for any required purchases on fee simple or easements;
- Negotiate the sale of any surplus properties through tender or listing. Obtain any necessary approvals for disposition.

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, best practices and procedures.
- Services available on request of the ~~UtilityTHI~~;

SCHEDULE B – ~~LABOUR ALLOCATION~~ Costs**Third Party Costs**

Without markup, THI will pay directly, or the Town will pay for and be reimbursed for third party expenses including but not limited to the following:

Electrical power costs for Standard Supply Services, IESO costs, Hydro One Transmission costs, Competition Transition Charge, Retail/Wholesale Settlement costs, Ministry of Finance costs, OEB costs, Electricity Distributors Association (EDA) dues, property taxes, Municipal Electricity Association Reciprocal Insurance Exchange (MEARIE) insurance and other insurance premiums, legal, accounting and audit fees and similar reasonable fees.

Internal Direct costs

THI shall pay the direct labour, material and equipment cost of the Town utilized in providing the Services as follows:

Corporate Admin

Financial Admin

Operations Admin

SCHEDULE C – ~~Annual Financial Plan~~**5186290.3 Indirect or Overhead**

THI acknowledges that the Town is permitted to charge the fully allocated cost of labour used in providing the Services.

- ~~Service requirements expected to be minimal due to the fact that most plant is located within municipal road allowances.~~


A.11 HEALTH & SAFETY

(a) FULL DESCRIPTION OF THE SERVICE:

- Ensure all Town employees and sub-contractors are properly trained and qualified for any work they are assigned and aware of all requirements for completing the Services;
- Provide all required safety equipment in good working order;
- Provide safety training and ensure all employees work to IHSA, OHSA and any other applicable safety standards;
- Promote public safety and awareness using external communication.
- Ongoing measurement through audits of current programs and practices to ensure compliance
- Support ESA audits or other government inspections as required.

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, best practices and procedures.

	Report Title	Airport Building Permits
	Report No.	OPS 19-01
	Author	Dan Locke, C.E.T., Manager of Public Works
	Meeting Type	Council Meeting
	Council Date	January 28, 2019
	Attachments	<ul style="list-style-type: none"> • Town Solicitor Letter

RECOMMENDATION

THAT Council receive Report OPS 19-01 Airport Building Permits;

AND THAT Council direct staff to develop an Airport Development Manual to support the administration of development activity at the Airport entirely in-house.

BACKGROUND

At the Regular Council meeting of December 10th 2018 the following direction was provided to staff:

“THAT the Delegation regarding Tillsonburg Airport Development be received;

AND THAT the matter be referred to staff for a report back to Council which shall include the following:

- *A legal interpretation of Federal Aviation Rules with regards to the authority to issue building permits – South-West Oxford or Tillsonburg no later than the January 28, 2019 Council meeting;*
- *A new business model incorporating a flight school instructor/manager model be investigated;*
- *A risk assessment for the general public accessing the airport;*

AND THAT the following be added to the 2019 budget deliberations for consideration:

- *The extension of the 25ft x 230ft taxiway;*
- *Commercial taxiway repairs; and*
- *Testing of the load capacity of hydro.”*

This Report looks to address the first item in the above Resolution. The other matters will be addressed at a later date or through the 2019 budget process.

SUMMARY

The historical practice has been that the potential Hangar Applicant would verbally indicate intent and work with staff to identify an agreeable location to construct a new hangar. Staff would then prepare a land lease agreement for the potential Hanger Applicant review and signature and a report for Council consideration. At the same time the potential Hangar Applicant would obtain a building permit from South-West Oxford.

CONSULTATION/COMMUNICATION

A letter from the Towns Solicitor entitled 'Airport Building Regulations' is attached for Council's information and indicates that neither the Township of South-West Oxford nor the Town of Tillsonburg has the authority to require building permits or require buildings be constructed to the standard required by the provincial Ontario Building Code (OBC). However, legal opinion advises that since the Airport is owned by the Town of Tillsonburg that building construction be regulated on a contractual basis.

Therefore, staff recommend that the OBC standard of construction and associated building permit process be followed as a best practice in order to ensure building construction or modifications are completed to an approved standard and that the OBC requirement be included in all new land lease agreements or amendments. Furthermore staff recommend that an Airport Development Manual be developed in order to provide a clear and streamlined process that would allow for the efficient review, approval and issuance of building permits with all being administered in-house by Town staff (i.e. similar to the site plan application and ensuing building permit/construction process).

FINANCIAL IMPACT/FUNDING SOURCE

Administering the entire development process (application through to building permit/construction inspection) at the Airport in-house will increase the requirement on inter-departmental staff time which should be recovered at some level through a new Application and Inspection fee within the Rates & Fees By-law.

COMMUNITY STRATEGIC PLAN

The development and implementation of an Airport Development Manual supports Objective 2 – Economic Sustainability of the Community Strategic Plan by providing a streamlined process for existing and new business opportunities at the Airport.

Report Approval Details

Document Title:	OPS 19-01 Airport Building Permits.docx
Attachments:	- OPS 19-01 Attachment 1 - Town Solicitor Letter.pdf
Final Approval Date:	Jan 21, 2019

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



David Calder - Jan 21, 2019 - 2:00 PM

DUNCAN, LINTON LLP
LAWYERS

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January 10, 2019
0041068

The Corporation of the
Town of Tillsonburg
Attention: Daniel Locke
20 Spruce Street
Tillsonburg ON N4G 4Y5

VIA EMAIL (dlocke@tillsonburg.ca)

Dear Mr. Locke:

Re: Airport Building Regulations

The Town has requested our advice on the building regulations that are applicable to the Tillsonburg Airport.

FEDERAL V. PROVINCIAL JURISDICTION

Aeronautics is a matter of exclusive federal jurisdiction pursuant to section 91 of the *Constitution Act, 1867* that states that all matters that are not exclusively assigned to the Province's under section 92 are within the exclusive jurisdiction of the Canadian Parliament. This was confirmed in the seminal case of *Johansson v. West St. Paul (Rural Municipality)* (1951), [1952] S.C.R. 292(S.C.C.) (Supreme Court of Canada), at paragraph 61 of the case attached *Ottawa (City) v. 536813 Ontario Limited*.

The requirement for building permits is determined by the *Building Code Act, 1992 S.O. 1992 c.23* (the "*Building Code Act*"). The standard to which buildings must be constructed is determined by the regulations under the *Building Code Act* being the Ontario Building Code (the "OBC").

Municipalities have been given the authority and obligation to regulate building construction under the *Building Code Act* including the appointment of a Chief Building Official and such inspectors as are required to enforce the OBC. In this instance, the Tillsonburg Airport is located within the Township of South-West Oxford and the regulation of buildings falls to the Chief Building Official and building inspectors of the Township of South-West Oxford.

PARAMOUNTCY

The Constitution Acts of Canada set out a scheme encompassing the concept of paramountcy wherein provincial legislation may not interfere with or attempt to deal with or regulate in any manner whatsoever areas that fall within the exclusive jurisdiction of the federal government. Federal legislation related to aeronautics and airports, matters that are within the exclusive jurisdiction of the federal government is noted above may not be regulated by provincial legislation. The jurisdiction and authority of the federal government is paramount to the provincial legislation.

We advise that the Township of South-West Oxford, its Chief Building Official and building inspectors have no authority to require building permits or buildings to be constructed to the standard required by the OBC at the Tillsonburg Airport.

There are instances wherein governments, municipalities and other affected persons voluntarily engage the building permit and inspection process under the *Building Code Act* and OBC notwithstanding the concept of paramountcy. It is possible for the Town of Tillsonburg, the Township of South-West Oxford and the tenants constructing and altering buildings at the Tillsonburg Airport to voluntarily submit to this process so long as all affected parties agree.

CONTRACTUAL OBLIGATIONS

Notwithstanding the above, The Corporation of the Town of Tillsonburg is the owner and landlord of the Tillsonburg Airport and as such it has the ability to require as a term of lease all matters that tenants construct buildings in locations and to the standard required by the landlord.

In this regard the Town of Tillsonburg may require tenants who have hangars on the airport lands to construct such buildings to a certain size, height and other dimensions, regulate size of openings, colour and materials to be used. The landlord may require the tenant to build such buildings in accordance with the standards of the OBC, the National Building Code, or some other such standard that the Town deems appropriate. The Town of Tillsonburg may not require a tenant to obtain a building permit from the Town of Tillsonburg or a building permit from the Township of South-West Oxford as those requirements are statutory requirements as detailed above. We advise that the Town as owner and landlord of the airport may contractually require a certain standard to be imposed upon the buildings constructed at the request of the tenants.

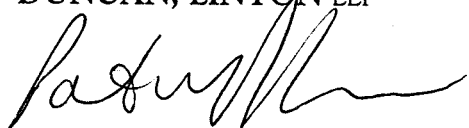
JURISPRUDENCE

We attach for your reference a copy of recent jurisprudence being *Oshawa (City) v. Ontario Limited*, 2016 ONCJ 287, 2016 CarswellOnt 7911 that details the legal issues discussed above. The Oshawa Airport case can be distinguished from the facts in the present matter as the lands that were attempted to be regulated were lands that were not owned by the City of Oshawa, were privately owned but were adjacent to the Oshawa Airport. The

- 3 -

Court found that the privately owned lands did fall within the federal sphere of jurisdiction and therefore the City of Oshawa had no competency to regulate the buildings on the privately owned land that formed part of the airport. We however advise that as the lands in the present case at the Tillsonburg Airport are owned by The Corporation of the Town of Tillsonburg and that it is our opinion that the Town has the ability, on a contractual basis to regulate the building construction on its own lands by its tenants as detailed above.

Yours very truly,
DUNCAN, LINTON LLP



Patrick J. Kraemer
PJK/jp
Encl.

2016 ONCJ 287

Ontario Court of Justice

Oshawa (City) v. 536813 Ontario Ltd.

2016 CarswellOnt 7911, 2016 ONCJ 287, [2016] O.J. No. 2595,
267 A.C.W.S. (3d) 508, 53 M.P.L.R. (5th) 301, 56 C.L.R. (4th) 304

The Corporation of the City of Oshawa and 536813 Ontario Limited

M. Coopersmith J.P.

Heard: September 17, 2015; October 15, 2015; November 12, 19, 2015; January 7, 2016

Judgment: May 19, 2016

Docket: 2860 999 13 3400

Counsel: Visha Sukdeo, Rhonda Vanderlinde, for Prosecution

Robert Fenn, Andy Wilson, Ashleigh Tomlinson, for Defendant, 536813 Ontario Limited

Subject: Constitutional; Contracts; Criminal; Property; Public; Municipal; Human Rights

MOTION brought by corporate defendant to quash information on grounds that federal government has exclusive jurisdiction over field of aeronautics and municipality has no jurisdiction to lay charges against it under provincial legislation; APPLICATION by corporate defendant that its rights to trial in reasonable time have been violated and that charge against it should be stayed.

M. Coopersmith J.P.:

1 536813 Ontario Limited is the owner of an aircraft hangar located at 441 Aviator Lane, Building 17, Unit 80, in the City of Oshawa. The defendant corporation is wholly owned by Mr. Phil Sciuk. Under Part III of the *Provincial Offences Act*, R.S.O. 1990, c. P.33, as amended, the City of Oshawa is charging 536813 Ontario Limited with having committed an offence under clause 36(1)(c) of the *Building Code Act, 1992*, S.O. 1992, c. 23, as amended, on October 7, 2013, for failing to have obtained a building permit prior to construction of modifications made to the building on its property, as is required under subsection 8(1) of that *Act*.

2 The trial took place over several days: September 17, 2015, October 15, 2015, November 12, 2015, November 19, 2015 and January 7, 2016.

3 Robert Cook, Building Inspector for the City of Oshawa, Cindy Symons-Milroy, Director of Economic Development for the City and Stephen Wilcox, Oshawa Airport Manager provided evidence for the prosecution. Philip Sciuk, principal of the defendant corporation 536813 Ontario Limited, and Hannu Halminen, the director and officer of Oshawa Airport Hangarminiums Inc. ["Hangarminiums"] testified for the defence.

I. Issues:

4 As stated above, the defendant corporation is charged with failing to obtain a building permit prior to commencing construction, as required by section 8(1) of the Ontario *Building Code*. Aside from the charge on the face of the Information, there are several complex issues in this matter.

5 The defendant corporation has brought motions on the following issues:

(A) that the Federal Government has exclusive jurisdiction over the field of aeronautics and the constitutional doctrine of interjurisdictional immunity applies such that the City of Oshawa has no jurisdiction to lay charges against it under provincial legislation and, hence, the Information should be quashed;

(B) that the defendant corporation's rights to a trial in a reasonable time have been violated under section 11(b) of the *Canadian Charter of Rights and Freedoms* and the charge against it should be stayed.

6 The defendant accepts that a building permit was not obtained prior to constructing modifications to the hangar. It brings the constitutional motion as a defence to the charge against it.

7 A section 11(b) *Charter* application may be raised at any time during the proceedings and when put before the court at the commencement of proceedings, it is customary to decide the issue before evidence is called. However, in these proceedings, the parties have asked that I delay my decision on this s. 11(b) *Charter* application to when my judgment is to be rendered. I am guided by the Ontario Court of Appeal decision, *Ontario (Ministry of Labour) v. Pioneer Construction Inc.* (2006), 79 O.R. (3d) 641, [2006] O.J. No. 1874 (Ont. C.A.), where, at para 27, the Court writes that usually the section 11(b) application should be decided before trial absent unusual circumstances. I am satisfied that unusual circumstances exist in the matter before me. The parties seek to resolve the overriding constitutional issue relating to the doctrine of interjurisdictional immunity. Much has gone into their constitutional arguments and it is the critical defence upon which the defendant relies. It is not often such jurisdictional issues arise and, hence, the parties would like this Court to provide judgment to resolve this issue once and for all. They do not want the potential for a prior successful section 11(b) ruling to nullify any need for me to subsequently render a decision on the pivotal constitutional issue.

II. Background:

8 The Oshawa Municipal Airport ["Oshawa Airport" or "Airport"] is located within and owned and operated by the Corporation of the City of Oshawa ["City of Oshawa" or "Oshawa" or the "City"]. Just to the north, the lands are mostly rural; to the east is a wooded area; to the south is a residential community; and to the west are open fields and a golf course. The Airport is controlled through NAV CANADA, and is subject to the federal *Aeronautics Act*, R.S.C. 1985, c. A-2, as amended, and the *Canadian Aviation Regulations* (SOR/96-433) ["CARs"] made under this *Act*.

9 In 2008, the City of Oshawa determined that some of the lands at the Oshawa Airport were surplus, that is, the lands were deemed "as not necessary for the management, maintenance or operation of the airport as an undertaking". On June 30, 2009, the City of Oshawa and Hangarminiums entered into an Agreement of Purchase and Sale to construct aircraft hangars on the surplus lands in the northeast corner of the Airport. These lands were zoned "AP-A". Provisions of the Agreement ensured that the Oshawa Airport would continue to operate as an airport and the proposed hangars would continue to be used for aeronautical purposes and would have access to the taxiways and runways at the Airport. As well, clause 17 stated "The Buyer acknowledges that the Oshawa Airport Zoning Regulations established by the Federal Government apply to the Property."

(a) Evidence of Hannu Halminen:

10 Mr. Hannu Halminen is a builder and land developer. One of his companies built Hangarminiums on the surplus lands purchased from the City of Oshawa for \$1,024,300. His engineers drew the plans to *National Building Code* standards. He sought out opinion and, along with over forty years of experience in the aeronautics community, it was his understanding that no building permit was required because of federal jurisdiction over aeronautics matters. Twenty-seven of the units were built without any building permits, the City of Oshawa at that time not taking the position that a building permit was required. However, when the City of Oshawa refused to register the development as a condominium without a building permit, Hangarminiums obtained a permit at a cost of \$185,272.49. For the cost of a building permit, it was not worth the fight if Mr. Halminen wanted to get on with the Hangarminiums project without further delays and get condominium status. Regional development charges of \$101,952.55 were paid, but on October 27, 2010, the Regional Municipality of Durham refunded the development charges, having established that the lands upon which the

Hangarminiums development was built were under exclusive federal jurisdiction because of their aeronautical use and, hence, the Ontario *Development Charges Act, 1997*, S.O. 1997, c.27 and these regional development charges were not applicable.

(b) Evidence of Philip Sciuk:

11 Philip Sciuk is the principal of the defendant corporation, 536813 Ontario Limited. He is federally licensed as a private pilot and has been involved in aviation for almost thirty years. His passion is building and maintaining his aircrafts, flying and, more particularly, the specialized area of competitive aerobatics. He also possesses a Special Flight Operations Certificate issued to him by Transport Canada pursuant to section 603.67 of the *Canadian Aviation Regulations*. It allows him, *inter alia*, to perform these aerobatic manoeuvres below two thousand feet. For about twenty-five years, Philip Sciuk dreamed of having his own hanger where he could work on and house his aircrafts. His dream was realized when, on July 25, 2013, he purchased a hangar from Hangarminiums.

12 The defendant's hangar is Unit 80 in Building 17 at 441 Aviator Lane. The hangar opens onto Apron II (two), which is part of the 'movement area' of the Oshawa Airport. The Apron is connected to the Airport's aircraft taxiways that provide access to Airport runways for take-off and landing. Together they make up the manoeuvring areas for the aircraft at the federally certified and regulated Oshawa Airport. NAV CANADA's airport control tower controls the manoeuvring areas of the Oshawa Airport.

13 To access his hangar, which is inside the perimeter set by the fencing around the Oshawa Airport, Mr. Sciuk was given the access code by Mr. Steve Wilcox, the Airport Manager. This passcode allows passage through the secure Airport gates and then unrestricted access to the airport grounds. Mr. Sciuk understands that access is at the discretion of the Airport Manager, but that access cannot be unreasonably withheld.

14 In the defendant's Hangarminiums unit, there is a washroom that had been built by Hangarminiums under a building permit. For \$170 for the building permit for this washroom, Mr. Halminen had felt it was not worth fighting with the City. Subsequent to purchasing his hangar unit, Mr. Sciuk built an outdoor addition, specifically for the storage of a rotary-wing helicopter. Inside the hangar, he built a loft above the washroom which accesses an outdoor observation deck above the outdoor addition. These subsequent modifications are the subject of this proceeding. In an attempt to resolve the matters before this Court, a couple of months prior to the commencement of this trial, Mr. Sciuk applied for a building permit. Well after the charge had been laid, Permit Number 201400165 was issued on September 22, 2015, by Mike Leonard, Chief Building Official for the City, and it listed Robert Cook as the Building Inspector.

15 From the outer deck, Mr. Sciuk augments the knowledge of the weather conditions he obtains from the Airport's weather frequency and from his computer, with his visual observations. He uses his hangar, not just to service, store, maintain, build and flight test his aircrafts and their parts, but also to prepare himself for flight, ensuring he is rested, has his paperwork in order as required by the *CARs* and is attuned to the weather conditions and conditions of the runways (also *CARs* requirements). Mr. Sciuk spends long periods of time working at his hangar. The loft, which has a sitting area and kitchenette, is a place for Mr. Sciuk to take breaks, rest and relax during the hours spent at his hangar. It is where he does his paperwork and completes his logbooks and the space also allows him to rest prior to flight and to relax after the stressful demands of aerobatics flight. The kitchenette serves as a convenient facility for snacks during the long hours Mr. Sciuk spends there. The washroom allows him to avoid having to seek out these facilities outside his hangar. Mr. Sciuk is the exclusive user of the hangar, with an occasional family member coming over to chat briefly or to assist him with lifting heavy or bulky aircraft parts and handing him tools.

(c) Evidence of Robert Cook:

16 For twelve years, Robert Cook has been a Building Inspector with the City of Oshawa. His responsibilities as a building inspector involve ensuring compliance with the provisions of the Ontario *Building Code Act, 1992*. On October 7,

2013, while inspecting other properties with active building permits at the Hangarminiums site, he noticed that alterations had been made to the defendant's unit.

17 On April 25, 2013, which is prior to the defendant purchasing the hangar, the City of Oshawa had issued a building permit to Oshawa Airport Hangarminiums Inc., for other work to what is now the defendant's unit, that being the construction of the washroom within the hangar itself. The permit had been closed out, as the work had been completed and no more active construction required. This building permit, which is attached as Exhibit "B" to Mr. Cook's Affidavit, illustrates, *inter alia*, "Zoning District" as "AP-A", "Description of Proposed Work (for OLI)" as "Install New Bathroom" and "Permitted Use (By-law Use Only)" as "Aviation Related Use".

18 Mr. Cook was not aware of any building permits that had been issued for these subsequent alterations to the defendant's unit, in particular, the construction of an addition running the full length of the south side of Unit 80, an exterior deck on the flat roof of this addition, an interior loft area and sitting area over the washroom, which had sliding doors providing access to the outside deck.

19 Mr. Cook accepted that it was the defendant's consistent position that there was no need to apply for a building permit. The permit that was subsequently obtained by the defendant was an attempt to resolve these matters.

20 In providing testimony, Mr. Cook was evasive and occasionally contradicted himself, if it was self-serving to do so. For example, in cross examination, when asked if the building permit to build the Hangarminiums was for airport purposes, he stated he did not know the purpose. Nor would he comment on zoning, outside of what someone else had put on the permit. The permitted use was stated as "Aviation Related Use", but Mr. Cook responded that he did not approve this application, as that was not part of his job. Once inside the hangar, what he saw was the storage of aircrafts, floats, aircraft parts and equipment. Notwithstanding what he saw, Mr. Cook stated that he could not testify whether the addition that was being used for storage of aircraft parts, for example, was an 'aviation-related use' because he did not know what activities occur in the defendant's hangar. Yet, he professed to having worked as a building inspector with the City for a dozen years. Contrast this when, in redirect questioning by the City's lawyer, Mr. Cook did not hesitate to opine that the kitchen and lounge areas were not core to aviation use.

(d) Cindy Symons-Milroy:

21 Cindy Symons-Milroy has been the Director of Economic Development for the City of Oshawa for fifteen years. Her responsibilities include promoting the City as a destination for economic investment.

22 The Oshawa Airport was sold by Transport Canada to the City of Oshawa for two dollars in 1996. It is subject to an Operating and Option Agreement entered into between the City, as the airport operator, and the Federal Minister of Transportation. First entered into in 1997, this Agreement has been amended several times, *inter alia*, in order to facilitate the sale of City lands as surplus to the Airport's purposes. In 2008, before these surplus lands could be sold, they had to be deemed "not necessary for the management, maintenance or operation of the airport as an undertaking", as required by section 4.02.01 of the Agreement. In particular, on August 20, 2009, the scope of the Airport operations was amended to exclude the property being sold. However, these surplus lands had to be used primarily for aviation purposes. By selling these surplus lands to developers, the City could realize revenues into its coffers from private development of the Oshawa Airport, without the need for the City to find its own financing for such development.

23 The Operating and Option Agreement contains a couple of provisions relevant to the issue at hand:

1.09.01 This Agreement shall be interpreted in accordance with the laws in force in the Province of Ontario, subject always to any paramount or applicable federal laws. Nothing in this Agreement is intended to or shall be construed as limiting, waiving or derogating from any Federal Crown prerogative.

2.01.01 The Airport Operator undertakes, by and through its officers, servants, employees, agents, contractors or subcontractors, on its own behalf and not on behalf of Her Majesty, as of the Transfer Date, for the term of this

Agreement, to continuously, actively, diligently and carefully manage, operate, and maintain the Airport, as an Aerodrome open to the public, in accordance with this Agreement and the *Aeronautics Act*, R.S.C. 1985, c. A-2, and Regulations made thereunder.

24 The City of Oshawa put out the "Airport Business Plan 2015-2019", prepared by "Development Services and Total Aviation & Airport Solutions in cooperation with the Airport Business Plan Working Team". Page 29 of this Business Plan shows an aerial view of what is described as the Airport and its six key areas, one of which is "The North Field", containing the Hangarminiums. Page 89 (Appendix 4: Large Overall Map of Airport Holdings), page 90 (Appendix 5: Large Map of Preferred North Field Lotting Pattern) and page 91 (Appendix 6: North Field — Zoning Areas) are maps which envelope Hangarminiums within the red lines outlining the boundaries of the Oshawa Airport's north field.

(e) Evidence of Stephen Wilcox:

25 Since 2006 Mr. Stephen Wilcox has been the Oshawa Airport Manager, managing the operations at the Airport on behalf of the Corporation of the City of Oshawa. He testified that ownership is not relevant to his responsibilities at the Oshawa Airport, as he deals with issues from an operational perspective. As Airport Manager, he controls airport access, which he cannot unreasonably withhold, including access to Hangarminiums, located within the secure fence surrounding the Oshawa Airport.

26 Not only is Mr. Wilcox an airport manager and a private businessman in the field of aviation and airports, but also holds the position of Chair of the NAV CANADA Advisory Committee and the position of President of the Airport Council of Ontario. He has a commercial pilot's license and is still an active pilot. Surprisingly, at times, I found his evasiveness or inability to respond to some of the questions put to him by defence counsel at odds with his credentials.

27 As a businessman who owns Total Aviation and Airport Solutions, Mr. Wilcox co-authored the "Airport Business Plan 2015 - 2019", as a collaborative effort with the City's Development Services headed by Ms. Simmons-Milroy. It is both a business and a marketing plan. In updating the "Airport Business Plan 2015-2019", a detailed SWOT analysis was completed. It identifies strengths, weaknesses, opportunities and threats. At page 19, it states "Threats — external items that could threaten the realization of the airport's role and goals. Threats are typically identified by studying changes or trends within the industry and the local marketplace. Threats need to be managed, or if possible, eliminated." At page 21 of the Plan, "Supremacy of the Federal government" is identified as one of its "Threats". "Conflict between federal authority and local wishes" is another.

28 Mr. Wilcox accepts that, as defined under the federal *Aeronautics Act*, an airport is an aerodrome for which there is a certificate issued by the federal Minister of Transportation. Federal laws require that an aerodrome in a built-up area of a city or town, as is the case in Oshawa, be operated as a certified airport. This makes the Oshawa Airport both an aerodrome and an airport, as captured within both of these definitions. It is not up to Mr. Wilcox to decide what is or is not part of the aerodrome. The issuance of an airport certificate is a highly regulated process and requires safety, maintenance and upkeep of the airport. Transport Canada requires Mr. Wilcox, as Airport Manager, to prepare and submit an Airport Operations Manual. The Manual is not approved unless it accurately describes the physical specifications of the Airport. The Manual sets out the runways and buildings, including the aprons, etc. Ownership specifications are not required. Any changes made to the locations of runways or buildings must be reflected in the Airport Operations Manual.

29 The City of Oshawa Airport is not responsible for maintenance of privately owned hangars, aprons or other surfaces. If the Airport Manager perceives a hazard with these areas, he has the ability to restrict access to the airport taxiways and runways. NAV CANADA owns and operates the control tower, the Oshawa Airport fixes the lights on the runways and maintains its own buildings and surfaces, including City owned hangars, while the private apron owners are responsible for maintaining their respective properties.

30 Mr. Wilcox accepts 'surplus' as meaning surplus to the Airport's needs to operate as an airport. It does not mean not for aviation purposes and Transport Canada has not waived its jurisdiction over the lands. The federal government retains jurisdiction over all aerodromes, things contained and actions taken within them and everything related to aviation. The lands can be sold as surplus only if used for core aviation purposes. Hangarminiums is an integral part of the Business Plan for development of the Oshawa Airport. Mr. Wilcox agrees that even if a building at an airport has a pilot's lounge as a matter of convenience, it is still an aviation building. If there are washrooms, chairs, tables, desks, coffeemakers or microwaves, this does not disqualify the building, as long as its core use is aviation.

31 Mr. Wilcox does not issue building permits and does not determine whether federal or provincial building standards apply to structural buildings, other than his concern that a roof does not blow off and create a hazard. His interest lies with issues germane to the safe operation of the Airport and movement of aircraft, for example, anything that would impair a flight plan or conflict with aviation standards.

32 Mr. Wilcox accepts that the hangars owned by the City are located at the Oshawa Airport. The Oshawa Airport certificate was last amended on December 6, 2005. If Airport boundaries change, then under clause 302.06(1)(b) of *Canadian Aviation Regulations*, the Minister of Transportation may amend that airport's certificate. Since 2005, Mr. Wilcox agrees that no amendments have been made to the Oshawa Airport certificate.

33 Under clause 302.07(1)(c) of *CARs* the Airport Operator is obliged to "review each issue of each aeronautical information publication on receipt thereof and, immediately after such review, notify the Minister of any inaccurate information contained therein that pertains to the airport". NAV CANADA publishes *The Canada Air Pilot — Instrument Procedures — Ontario*. The publication, in effect August 22, 2013 to October 17, 2013 (i.e., on the date of the alleged offence on October 7, 2013) provides an aerodrome chart of the Oshawa Airport, which includes the Hangarminiums development.

III. Findings and Analysis

(A) Does the Federal Government have exclusive jurisdiction over the field of aeronautics and does the constitutional doctrine of interjurisdictional immunity apply, such that the City of Oshawa has no jurisdiction to lay charges against the defendant under provincial legislation?

34 There is no dispute. The defendant did not obtain a building permit from the City of Oshawa under the *Ontario Building Code Act, 1992*, prior to constructing modifications to the aircraft hangar located at 441 Aviator Lane, Building 17, Unit 80, in Oshawa.

35 I give no weight whatsoever to the fact that the defendant has since applied for and obtained a building permit in an attempt to resolve this case. I am prepared to accept that the defendant's actions in obtaining a building permit were as a result of settlement negotiations. Privilege attaches to such negotiations such that the fact a building permit was later obtained cannot be used against the defendant later in the proceedings. It is inappropriate for the court to draw any adverse conclusions as a result of steps taken by the defendant directly flowing from privileged settlement discussions. [See e.g. *R. v. Griffin*, [2009] A.J. No. 1445 (Alta. Q.B.); *R. v. Roberts*, [2001] A.J. No. 772 (Alta. Q.B.), cited with approval in *R. v. Tkachuk*, [2001] A.J. No. 1277 (Alta. C.A.).] I am not satisfied by the City's submission that the defendant, using the prosecutor's words, "attorned" or "acceded" to the City's jurisdiction over the requirement for building permits. I cannot find that such agreement occurred when the defendant eventually obtained a building permit in efforts to resolve this matter. Nor did it occur when Hangarminiums first entered into an agreement with the City — an agreement to which the defendant was not a party.

36 Instead, the defendant is entitled to tender a defence to the charge of not obtaining a building permit, prior to constructing modifications to its building, based on the doctrine of interjurisdictional immunity. Since the federal government has jurisdiction and exclusive power over laws with respect to aeronautics and aviation, defence counsel

argues that the Ontario *Building Code, 1992* does not apply, making a building permit prior to construction at the hangar not required. In its place, the defendant claims to be guided by the *National Building Code* requirements.

(a) *Hangarminiums Development at the Oshawa Airport:*

37 It is the City of Oshawa's position that the lands upon which the Hangarminiums development was built were deemed surplus and, hence, no longer form a part of the Oshawa Airport. Furthermore, the prosecutor claims that since the defendant's hangar is not part of the Oshawa Airport, the defendant has failed the threshold that would allow it to argue the doctrine of interjurisdictional immunity. The defendant submits that for marketing and operational purposes, the City holds out the Hangarminiums development as part of the Oshawa Airport, but for self-serving reasons, refuses to do so within the context of these proceedings.

38 For the following reasons, I find that the Hangarminiums development, within which the defendants' hangar is located, is part of the Oshawa Airport complex.

39 Firstly, simply because the City of Oshawa deemed the Hangarminiums lands as "Not necessary for the management, maintenance or operation of the airport as an undertaking" and no longer owns the lands upon which the hangar is located, does not take away Hangarminiums' status as part of an aerodrome. The defendant's hangar is associated with the operating surfaces of the Airport and the function of the hangar is to store and maintain aircraft so that they may be safely operated from the Oshawa Airport. Moreover, the definitions of aerodrome and airport in the federal *Aeronautics Act* make no reference to ownership of the land upon which the facility rests. Section 3(1) defines "aerodrome" and "airport" as:

"aerodrome" means any area of land, water (including the frozen surface thereof) or other supporting surface used, designed, prepared, equipped or set apart for use either in whole or in part for the arrival, departure, movement or servicing of aircraft and includes any buildings, installations and equipment situated thereon or associated therewith;

"airport" means an aerodrome in respect of which a Canadian aviation document is in force;

40 Additionally, Hangarminiums is located on land zoned by the City as "APA". The City's own Oshawa Zoning By-law Number 60-94 defines "airport" without any reference made to ownership. The defendant's hangar fits the definition of 'airport' as defined in Section 2: Definitions, of Oshawa Zoning By-law Number 60-94:

"AIRPORT" means a facility for the takeoff and landing and handling of aircraft and their passengers and freight and without limiting the generality of the foregoing may include terminal buildings, control facilities, hangars, taxiways, aircraft storage, tie-down areas and aviation fuel storage and handling.

[Emphasis added.]

41 I cannot rely, to any extent, on the prosecution's submissions that the defendant uses 'aerodrome' and 'airport' interchangeably to serve its own purpose. I accept the defendant's claim that its hangar fits, at the very least, into the federal definition of "aerodrome". The City's own Zoning By-law captures the defendant's hangar within its definition of "airport". The municipal and both of the federal definitions capture the defendant's hangar without any reference to ownership. In fact, the definitions are deliberately silent with respect to and are not dependent upon ownership. The federal definitions of "airport" and "aerodrome" are functional and serve to allow the federal government to fulfil its mandate in regulating aeronautics. In the end, the federal competency at issue consists of a much broader concept than what is or is not an aerodrome or airport — it goes to the field of aeronautics.

42 Moreover, I do not accept the City's arguments relating to ownership being either a determinative factor or a crucial part of this analysis. The City's witness, Mr. Wilcox, testified ownership is irrelevant to his operational responsibilities over the Airport. The City's Airport Business Plans and Good News Reports, to name a few, make numerous references to the Oshawa Airport without mention of ownership. And again, as stated, the legislation is silent on ownership.

43 Secondly, the Corporation of the City of Oshawa holds the airport certificate for the Oshawa Airport that was issued by the Minister of Transportation pursuant to Part III of *CARs* made under the federal *Aeronautics Act*. Mr. Wilcox, the Airport Manager, testified that he did not feel the need to change the Oshawa Airport certificate when the surplus lands were sold for private development. No amendment was made to the certificate to exclude the Hangarminiums development after the surplus lands changed ownership.

44 An airport certificate is issued only if the Airport Operations Manual is approved by the Minister. Clause 302.03(2)(a) of *CARs* requires the Airport Operations Manual to "accurately describe the physical specifications of the aerodrome". The Oshawa Airport Operations Manual unmistakably shows the defendant's hangar on Apron 2. Additionally, the Airport is required to provide an accurate description of the airport to Transport Canada, to be included in the Canada Flight Supplement and Canada Air Pilot, publications of NAV CANADA. At the time the charge was laid against the defendant, its hangar was depicted in federal publications as part of the Oshawa Airport, without any line demarcating privately-owned facilities from City owned property. Under clause 302.07(1)(c) of *CARs*, it is incumbent on the operator of the Airport to report any inaccuracies contained in these publications.

45 Thirdly, when Mr. Halminen's company entered into the Agreement of Purchase and Sale of the surplus lands upon which Hangarminiums is located, there was a requirement that the hangars be constructed with the same facade and colours of existing aviation facilities. These hangars blend in and are indistinguishable from other airport hangars opening onto Apron 2, that are owned by the City and that serve the identical function as Hangarminiums hangars, that is, they all function as buildings associated with aviation at the Oshawa Airport.

46 Fourthly, the defendant's hangar is located within the secured fence at the Oshawa Airport. Control over access to the fence gate is exercised by the Airport Manager in order to keep the grounds within the fenced area safe and secure. Also, although not determinative of the matter, it does reflect on the Oshawa Airport Manager's responsibility in requiring Mr. Sciuk to put red solar lights on top of his hangar, in order to comply with federal regulations, failing which the Manager had a duty to alert Transport Canada to determine enforcement and compliance action. In fact, the Airport Manager, confirmed that operationally he considers the Hangarminiums complex a part of Apron 2, a movement area at the Airport. Again, Mr. Wilcox testified that he deals with things from an operational, not ownership, perspective and, for operational purposes, Hangarminiums is part of the airport.

47 Fifthly, the City of Oshawa has chosen to develop, market and exploit the airport lands, including the Hangarminiums complex, on the basis of the Oshawa Airport as an operating, licensed airport for general aviation. The following are a few ways in which it has done this:

- In developing the site, Oshawa City Council approved the name 'Aviator Lane', the street upon which the defendant's hangar is located, as a means of access to the northfield "for the development of the northfield of the Oshawa Airport as part of the Airport Business Plan".
- The City has showcased the Hangarminiums buildings as part of the Oshawa Municipal Airport. In the City of Oshawa's "2012 Good News Report — 2012 The Year in Review", the following is reported:

At the Oshawa Municipal Airport, the Optech, Corporate Aircraft Restoration and six new Hangarminium buildings are under construction. When completed, these buildings will bring the total hangar construction to just over 150,000 square feet in the past three years with total capacity for over 100 aircraft. Many of the new hangars are already occupied with new airport tenants, including Airbourne Sensing and its fleet of four business aircraft and professional staff specializing in aerial commercial photography. The airport continues to grow steadily with overall flights up 5% over the previous year.

[Emphasis added.]

- In the "2013 Good News Report of April 24, 2013 — 1st Quarter":

At the Oshawa Municipal Airport, the construction of new Hangarminium buildings is underway. Once completed, these buildings will bring the total hangar construction to just over 150,000 square feet in the past three years with total capacity for over 100 aircraft. Any of the new hangars are already occupied with new airport tenants, including Airbourne Sensing and its fleet of four business aircraft and professional staff specializing in aerial commercial photography. The airport continues to grow steadily with overall flights up 5% in 2012.

{emphasis added.}

- The "Airport Business Plan 2015-2019" makes representations to the aviation community and the public that the Oshawa Airport "functions as a key component of the Region's transportation infrastructure and has a significant positive impact on the City and Regional economy." Prominently displayed within the boundaries of the 'Northfield' in "Appendix 4: Large Overall Map of Airport Holdings" are the Hangarminiums hangars.

48 Contrast this inclusion in City publications of the Hangarminiums development, within which the defendant's hangar is situated, with the City's attempt to portray the defendant simply as a private property owner. The prosecutor's submission on this point has no evidentiary basis. Indeed, all of the evidence before me indicates the opposite — namely, that the City of Oshawa continues to embrace and characterize the Hangarminiums buildings as part of the Oshawa Airport on a:

- promotional basis — for example, in the Oshawa Airport Business Plan and the Good News Reports;
- legal basis — for example, no amendments requested to the airport certificate issued by the federal government in December 6, 2005; not submitting amendments to Airport boundaries under *CARs*, e.g. in the Airport Operations Manual; fits Oshawa's own Zoning By-law definition of "airport"; and admission by Oshawa's Airport Manager that the Hangarminiums are part of the aerodrome over which the federal government retains jurisdiction); and
- operational basis — for example, Airport Manager controls entry access; area is secured within Airport boundary fence; Airport Manager ensures safe operation of the Airport and of the movement of aircraft.

49 I find the City of Oshawa cannot use the hangar for its self-serving purposes and then have its prosecutor attempt to exclude the hangar from the airport complex when it may find it does not serve the City well.

50 Sixthly, the City submits that the Airport Golf Club is also prominently displayed in Appendix 4 of the "Airport Business Plan 2015-2019", but this does not mean that the Airport Golf Club is part of the airport. Hence, the prosecution states that the fact the Hangarminiums development is on this Map, does not make it part of the Oshawa Airport.

51 Regarding the Oshawa Airport Golf Club, the "Airport Business Plan 2015-2019" states:

The Oshawa Airport Golf Club is located on 26 hectares (65 ac.) of airport property fronting on Thornton Road North. The land is leased to the Oshawa Airport Golf Club.

The golf course is a compatible land use for the airport property and provides a significant revenue source for the airport.

The land was identified in the 1987 Master Plan and the 2008-2012 Airport Business Plan as an area to be held in reserve for the future airport needs.

The Oshawa Airport Golf Club property is to be held for future airport needs. Its suitability for future development is to be determined once the North Field Development approaches full subscription.

52 I do not accept the City's argument, especially in light of the "Airport Business Plan 2015-2019" ensuring that the lands upon which the Oshawa Airport Golf Club sits "are to be held for future airport needs" and suitability for such future development will be determined once the North Field Development approaches full subscription. For now, the lands are being used to generate revenues for the airport. In the future, they may be developed in a fashion akin to the North Field. Such development may be public or private — that has not yet been determined. Nonetheless, such future development will be for "airport needs", as has been done in developing the North Field.

53 Seventhly, when the Hangarminiums were under construction, the Regional Municipality of Durham refunded development charges, writing:

The amount of \$101,952.55 was collected for the construction of Hangarminiums at the Oshawa Airport. It has now been established that these lands are under Federal Jurisdiction because of its aeronautical use, and therefore, Development Charges are not applicable.

54 I accept that the City of Oshawa is not bound by the decision making of the Regional Municipality of Durham. Nonetheless, the prosecution's argument that the City, not the Region, owns the airport and the fact that the Region does not own or operate an airport is, in my opinion, not germane to or determinative of which level of government has a better grasp of the law that informs the issues before this Court or whether the doctrine of interjurisdictional immunity may apply. In similar fashion, I do not find the City's responsibilities and obligations under the provisions of the Ontario *Building Code Act, 1992* help decide these issue. Both the City's Airport Manager and its Building Inspector were quite reluctant to respond to any questions that touched on the law in their respective areas.

55 Finally, the City submits that the Hangarminiums were constructed under a building permit and, hence, any renovations to them, such as those made to the defendant's hangar, require a building permit. Recall that Mr. Halminen did not challenge the constitutionality of the building permit, but instead secured such a permit because it was the only way he could get condominium status for the Hangarminiums development and continue constructing hangars without incurring costly delays. Hence, the fact that the Hangarminiums project was constructed with a building permit is not determinate of the constitutional doctrine of interjurisdictional immunity which is before this Court.

56 For all of the above reasons, I find that the defendant's hangar, located at 441 Aviator Lane, Building 17, Unit 80, in the City of Oshawa, is part of the Oshawa Airport complex.

(b) Interjurisdictional Immunity

(i) Federalism in Canada:

57 In Canada, federalism distributes legislative powers of governments between the national and regional governments. Parliament has the power to enact laws over matters of national concern, whereas provincial legislatures possess powers of legislative enactment over matters of local concern. Sections 91 and 92 of the *Constitution Act, 1867*, divide and enumerate the matters over which Parliament and provincial legislatures, respectively, have powers.

58 Since the time of Confederation, the principle of Canadian federalism has guided our constitutional order. In *Canadian Western Bank v. Alberta*, [2007] 2 S.C.R. 3 (S.C.C.), starting at para. 22:

As the Court noted in that decision [*Reference re Secession of Quebec*, [1998] 2 S.C.R. 217, at para.55], federalism was the legal response of the framers of the Constitution to the political and cultural realities that existed at Confederation. It thus represented a legal recognition of the diversity of the original members. The division of powers, one of the basic components of federalism, was designed to uphold this diversity within a single nation. Broad powers were conferred on provincial legislatures, while at the same time Canada's unity was ensured by reserving to Parliament powers better exercised in relation to the country as a whole. Each head of power was assigned to the level of government best placed to exercise the power. The fundamental objectives of federalism were,

and still are, to reconcile unity with diversity, promote democratic participation by reserving meaningful powers to the local and regional level and to foster cooperation among governments and legislatures for the common good.

To attain these objectives, a certain degree of predictability with regard to the division of powers between Parliament and the provincial legislatures is essential. For this reason, the powers of each of these levels of government were enumerated in ss. 91 and 92 of the *Constitution Act, 1867* or provided for elsewhere in that Act. As is true of any other part of our Constitution — this "living tree" as it is described in the famous image from *Edwards v. Attorney-General for Canada*, [1930] A.C. 124 (P.C.), at p. 136 — the interpretation of these powers and of how they interrelate must evolve and must be tailored to the changing political and cultural realities of Canadian society. It is also important to note that the fundamental principles of our constitutional order, which include federalism, continue to guide the definition and application of the powers as well as their interplay. Thus, the very functioning of Canada's federal system must continually be reassessed in light of the fundamental values it is designed to serve.

As the final arbiters of the division of powers, the courts have developed certain constitutional doctrines, which, like the interpretations of the powers to which they apply, are based on the guiding principles of our constitutional order. The constitutional doctrines permit an appropriate balance to be struck in the recognition and management of the inevitable overlaps in rules made at the two levels of legislative power, while recognizing the need to preserve sufficient predictability in the operation of the division of powers. The doctrines must also be designed to reconcile the legitimate diversity of regional experimentation with the need for national unity. Finally, they must include a recognition that the task of maintaining the balance of powers in practice falls primarily to governments, and constitutional doctrine must facilitate, not undermine what this Court has called "co-operative federalism".

59 The field of aeronautics or aviation did not exist and was not even contemplated at Confederation in 1867. Hence, it is not an enumerated subject captured by the distribution of legislative powers within either section 91 or section 92 of the *Constitution Act, 1867*.

(ii) Aeronautics and Aviation — Federal Competencies Under s.91 of the Constitutional Act, 1867

60 The defendant is claiming malicious intrusion by the City of Oshawa into matters of exclusive federal jurisdiction. Defence counsel claims that section 91 of the *Constitution Act, 1867* has given Parliament exclusive jurisdiction over 'aeronautics' and 'aviation', and hence neither the Province of Ontario nor the City of Oshawa has any right whatsoever to interfere with or legislate over matters of aeronautical concern at the Oshawa Airport and adjacent hangars and runways.

61 *Johannesson v. West St. Paul (Rural Municipality)* (1951), [1952] 1 S.C.R. 292 (S.C.C.) is the seminal case deciding that aeronautics falls within the exclusive jurisdiction of the federal government under s.91 of the *Constitution*. At page 308, Chief Justice Rinfret, quoting the Judicial Council, states "Aerial navigation is a class of subject which has attained such dimension as to effect the body politic of the Dominion".

62 Section 91 gives the Canadian Parliament the authority to make laws for the peace, order and good government of Canada in all matters not exclusively assigned to the provinces under section 92. In *Johannesson, supra*, Kerwin J. writes:

If, therefore, the subject of aeronautics goes beyond local or provincial concern because it has attained such dimensions as to affect the body politic of Canada, it falls under the "Peace, Order and Good Government" clause of s. 91 of the *B.N.A. Act* since aeronautics is not a subject-matter confined to the provinces by s. 92. ...

Now, even at the date of the *Aeronautics* case, the Judicial Committee was influenced (i.e. in the determination of the main point) by the fact that in their opinion the subject of air navigation was a matter of national interest and importance and had attained such dimensions. That that is so at the present time is shown by the terms of the Chicago Convention of 1944 and the provisions of the *Dominion Aeronautics Act* and the regulations thereunder referred to above. The affidavit of the appellant Johannesson, from which the statement of facts was culled, also shows the importance that the subject of air navigation has attained in Canada. To all of which may be added those matters of everyday knowledge of which the Court must be taken to be aware.

It is with reference to this phase of the matter that Viscount Simon's remarks in *A.G. for Canada v. Canada Temperance Federation* [[1946] A.C. 193 at 205.], must be read. What was there under consideration was the *Canada Temperance Act*, originally enacted in 1878, and Viscount Simon stated: "In their Lordships' opinion, the true test must be found in the real subject matter of the legislation: if it is such that it goes beyond local or provincial concern or interests and must from its inherent nature be the concern of the Dominion as a whole (as, for example, in the *Aeronautics* case [[1932] A.C. 54.] and the *Radio* case [[1932] A.C. 304.], then it will fall within the competence of the Dominion Parliament as a matter affecting the peace, order and good government of Canada, though it may in another aspect touch on matters specially reserved to the provincial legislatures." This statement is significant because, while not stating that the *Aeronautics* case was a decision on the point, it is a confirmation of the fact that the Board in the *Aeronautics* case considered that the subject of aeronautics transcended provincial legislative boundaries.

63 And, further, in *Johannesson*, Kellock J. reinforces the concept that even if it touches upon provincial matters, the field of aeronautics cannot be divided, but must be looked at as a whole. After quoting Viscount Simon, as Kerwin J. had done, he writes:

It is no doubt true that legislation of the character involved in the provincial legislation regarded from the standpoint of the use of property is normally legislation as to civil rights, but use of property for the purposes of an aerodrome, or the prohibition of such use cannot, in my opinion, be divorced from the subject matter of aeronautics or aerial navigation as a whole. If that be so, it can make no difference from the standpoint of a basis for legislative jurisdiction on the part of the province that Parliament may not have occupied the field.

64 Not only does the federal government have power over aeronautics, but that power is broad and exclusive. In *Johannesson*, *supra*, Justice Estey expounds that applying a narrow, technical meaning to "aeronautics" is not appropriate:

It is then submitted that if aeronautics is within the legislative competence of the Parliament of Canada, including the power to license and regulate aerodromes, it would not include the location and continuation of aerodromes, which would be a provincial matter under Property and Civil Rights. With great respect, it would appear that such a view attributes a narrower and more technical meaning to the word "aeronautics" than that which has been attributed to it generally in law and by those interested in the subject. Indeed, the definition adopted by Mr. Justice Dysart, as he found it in *Corpus Juris*, 2 C.J.S. 900,

The flight and period of flight from the time the machine clears the earth to the time it returns successfully to the earth and is resting securely on the ground,

contemplates the operation of the aeroplane from the moment it leaves the earth until it again returns thereto. This, it seems, in itself makes the aerodrome, as the place of taking off and landing, an essential part of aeronautics and aerial navigation. This view finds support in the fact that legislation in relation to aeronautics and aerial navigation, not only in Canada, but also in Great Britain and the United States, deals with aerodromes, as well as the conventions above mentioned. Indeed, in any practical consideration it is impossible to separate the flying in the air from the taking off and landing on the ground and it is, therefore, wholly impractical, particularly when considering the matter of jurisdiction, to treat them as independent one from the other.

65 Finally, in *Johannesson*, *supra*, Locke J. explains even further:

Since, however, the right to alight and take off without the right to maintain facilities upon the shore where the planes might be serviced and repaired would be presumably valueless, the prohibition in the by-law against the building or installation of any machine-shop for the testing or repairing of aircraft in the defined area is effective in preventing the operation by Johannesson of a commercial airport or aerodrome for planes designed to alight upon the water.

In my opinion, the position taken by the province and by the municipality in this matter cannot be maintained. Whether the control and direction of aeronautics in all its branches be one which lies within the exclusive jurisdiction of Parliament, and this I think to be the correct view, or whether it be a domain in which Provincial and Dominion legislation may overlap, I think the result must be the same.

66 The subject matter of aeronautics goes beyond local or provincial interests and, from its inherent nature, is of concern to Canada as a whole. It transcends matters over which the province has jurisdiction. There is no dispute — aeronautics in Canada is a matter of national interest and importance. Courts have consistently held that the federal power over aeronautics is both broad and exclusive. Consequently, I am quite satisfied that the subject matter "aeronautics", taken broadly, falls within the exclusive jurisdiction of the Parliament of Canada.

(iii) The Ontario Building Code, 1992 Act — Validity as Provincial Legislation

67 The provincial statute at issue is the *Building Code Act, 1992*, S.O. 1992, c.23. To determine if this provincial legislation is *ultra vires*, one first determines its "matter". It is aimed, *inter alia*, at ensuring construction, to include designing, building, demolition alteration, maintenance etc. of buildings and other structures are done in a safe manner and hazards eliminated. These activities must be undertaken by qualified individuals and must meet the safety standards set out in the *Building Code Act, 1992* and the *Building Code* regulation made under this *Act*.

68 Municipalities are responsible for enforcing the provisions of the *Act* and for appointing a chief building officer and inspectors to ensure enforcement and compliance within the municipality. One way the municipality knows about individual projects contemplated within its boundaries, is through applications for building permits. Under s.8(1) of the Ontario *Building Code, 1992*:

8. (1) Building Permit. No person shall construct or demolish a building or cause a building to be constructed or demolished unless a permit has been issued therefor by the chief building official.

69 Building permit applications are most often accompanied by such things as plans and the appropriate fees and it is up to the municipality to determine whether a building permit will issue. Once a building permit is issued, at each stage of construction set out in the *Act*, a municipal building inspector is tasked with inspecting the project.

70 Section 36(1)(c) creates an offence:

36. (1) Offence. A person is guilty of an offence if the person,

...

(c) contravenes this Act, the regulations or a by-law passed under section 7.

71 In considering both the purpose of the enacting body and the legal effect of the law, as part of the *Building Code Act, 1992*, in pith and substance, subsection 8(1) is legislation about property and civil rights in the province and, hence, falls under section 92(13) of the *Constitutional Act, 1867*. [See, e.g. *Greater Toronto Airports Authority v. Mississauga (City)* (2000), 50 O.R. (3d) 641 (Ont. C.A.), at para. 38.] As such, there is no dispute that s.8(1) is valid provincial legislation.

(iv.) Interjurisdictional Immunity

72 Federalism is bound to result in areas where both federal and provincial governments claim to be able to exercise their respective exclusive powers. In the matter before me, I must determine the interplay between provincial legislation, i.e. the Ontario *Building Code Act, 1992*, and federal jurisdiction over the field of aeronautics and aviation, within the context of federalism in Canada.

73 To resolve conflicts that may arise, the courts have fashioned two doctrines — the doctrine of interjurisdictional immunity and the doctrine of paramountcy.

74 The doctrine of interjurisdictional immunity recognizes that the power of one level of government must be protected against intrusion by the other level. The doctrine deals with the scope of an exclusive federal or provincial power. It recognizes that the *Constitution Act, 1867* allocates exclusive, not concurrent, powers to both levels of government. [See *Canadian Western Bank, supra*, at para 32]. For example, this doctrine provides that provincial laws are not allowed to have an effect on matters falling within federal jurisdiction. There is not even the ability of non-conflicting provincial laws respecting matters within federal constitutional jurisdiction to exist or co-exist with federal legislation. Similarly, there are instances where federal legislation is not allowed to have an effect on matters within the constitutional jurisdiction of the provinces.

75 Interjurisdictional immunity is a doctrine with limited application, to be used sparingly and not necessarily as "a doctrine of first recourse in a division of powers dispute", so as not to run the risk of creating an unintentional centralizing tendency in constitutional interpretation. [See e.g. *Canadian Western Bank v. Alberta*, 2007 SCC 22 (S.C.C.)]. Federal/provincial co-operation is encouraged in Canada. Nonetheless, there are circumstances in which the power of one level of government must be protected against intrusions that impact on the other level by means of this doctrine of interjurisdictional immunity.

76 The defendant is claiming that provincial law, in particular, s. 8(1) of the Ontario *Building Code Act, 1992*, intrudes into the powers of the federal government over the field of aeronautics and that the doctrine of jurisdictional immunity serves to exclude the application of provincial legislation on his hangar.

77 The doctrine of paramountcy, on the other hand, provides a general set of rules for dealing with conflict between federal and provincial or regional laws. This doctrine deals with the way in which a federal or provincial power is exercised. Where there is actual conflict in operation of the two legislative schemes, the federal law is paramount and prevails to make the provincial law inoperative to the extent of the conflict.

78 The defendant is not claiming the doctrine of paramountcy. In order for the doctrine of paramountcy to be triggered, there must be a conflict between the operation of the *National Building Code* and the Ontario *Building Code*, such that compliance with one results in non-compliance with the other. Although the City of Oshawa's submissions often address the doctrine of paramountcy, the defence is making no claim to this doctrine.

(v) Application of Interjurisdictional Immunity

79 Since the defendant is claiming interjurisdictional immunity, it bears the onus to prove this doctrine exempts it from the necessity of applying for a building permit under s. 8(1) of the Ontario *Building Code Act, 1992*. I am guided by a two-pronged test, so that in order to determine if interjurisdictional immunity applies, one needs to answer the following two questions in the affirmative:

1. Does section 8 of the Ontario *Building Code Act, 1992*, trench on the protected core of a federal competency as it applies to the defendant's hangar?
2. Does section 8 of the Ontario *Building Code Act, 1992*, unacceptably interfere with the federal competency as it applies to the defendant's hangar?

1. Does section 8 of the Ontario *Building Code, 1992*, trench on the protected core of a federal competency?

80 It has been established that the Parliament of Canada has power over aeronautics and aviation. The jurisprudence establishes that it is a matter of national importance and, therefore, falls under the federal powers of peace, order and good government [see e.g. *Johannesson, supra*].

81 To begin an interjurisdictional immunity analysis, one must determine the "core" of a legislative head of power. In *Vancouver International Airport v. Lafarge Canada Inc.* (2011), 331 D.L.R. (4th) 737, 16 B.C.L.R. (5th) 226, [2011] B.C.J. No. 290 (B.C. C.A.), D.M. Smith, J.A. of the British Columbia Court of Appeal, describes the "core" of a legislative head of power, commencing at para. 38:

The constitutional doctrine of interjurisdictional immunity is engaged when legislation from one level of government impairs the core competence of a matter, or a vital aspect of an undertaking whose activities falls within the exclusive jurisdiction of the other level of government (see *CWB* and *Lafarge*). The effect of the doctrine is to cloak the non-enacting jurisdiction with immunity from the enacting jurisdiction's legislation by "reading down" the legislation to render it inapplicable to the non-enacting jurisdiction or the activities of the undertaking. In this manner, the doctrine provides an exception to the more prominent "pith and substance" and "incidental effects" constitutional doctrines that now comprise "the dominant tide of constitutional doctrines" (*CWB* at para. 36 citing *Ontario (Attorney General) v. OPSEU*, [1987] 2 S.C.R. 2 at p. 17).

The "core" of a legislative head of power under the *Constitution Act* has been described as its "basic, minimum and unassailable content" (*Bell Canada v. Québec (Commission de la santé et de la sécurité du travail)*, [1988] 1 S.C.R. 749 [*Bell Canada 1988*]). It also has been referred to as "the authority that is absolutely necessary to enable Parliament 'to achieve the purpose for which exclusive jurisdiction was conferred'" (*Quebec (Attorney General) v. Canadian Owners and Pilots Association*, 2010 SCC 39 at para. 35 [*COPA*]).

The "core" of an undertaking is its "essential and vital elements" (*Bell Canada 1988*). In *CWB* the term "vital" was defined as "essential to the existence of something; absolutely indispensable or necessary; extremely important, crucial" (*Shorter Oxford English Dictionary* (5th ed. 2002), Vol. 2, at p. 3548); "essential" was defined as "absolutely indispensable or necessary" (vol. 1, at p. 860) (para. 51).

82 In looking to find the "core" of aeronautics as a legislative head of power, I begin with *Greater Toronto Airports Authority v. Mississauga (City)* (2000), 50 O.R. (3d) 641, [2000] O.J. No. 4086 (Ont. C.A.), ["*Mississauga*"], in which Laskin, J.A., writing for the Ontario Court of Appeal, states at paras. 34 to 36:

Mississauga's first argument addresses the scope of the federal power over aeronautics. Mississauga submits that aeronautics is limited to aerial navigation. It includes airside facilities but not groundside facilities. On this submission, federal jurisdiction over aeronautics includes runways, air traffic controls and taxiways, but not passenger terminal buildings, cargo facilities and parking lots. Even if Mississauga is correct, the new air traffic control tower built and operated by Nav Canada comes squarely within the federal aeronautics power. However, Mississauga is not correct.

The case law has rendered the distinction between airside and ground-side facilities argued for by Mississauga untenable. The Supreme Court of Canada has held that the federal jurisdiction over aeronautics includes much more than aerial navigation in the strict sense. It includes the construction of airport buildings and the operation of airports. Iacobucci J. concisely stated the scope of the federal aeronautics power in *Air Canada v. Ontario (Liquor Control Board)* (1997), 148 D.L.R. (4th) 193 at 212 (S.C.C.): "... the federal aeronautics jurisdiction encompasses not only the regulation of the operation of aircraft, but also the regulation of the operation of airports". I therefore agree with MacPherson J.'s conclusion on this point, at p. 28:

However, it is clear that federal jurisdiction is not just celestial; it is also terrestrial. It extends to those things in the air and on the ground that are essential for "aerial navigation" or "air transportation" to take place.

A long line of cases establishes that airports, or in the early cases "aerodromes", are integral to the subject matter of aeronautics. Johannesson itself dealt with the location of an aerodrome in Manitoba.

Thus, the entire redevelopment of Pearson airport - not just the airside development project, but also the terminal development project, the infield development project and the utilities and airport support project - comes under the aeronautics power.

83 Furthermore, Laskin J.A. gave deference to prior jurisprudence which refused to embark on a building-by-building analysis to determine whether each was essential for the operation of the airport.

84 I accept the City of Oshawa's submission that *Mississauga, supra*, may no longer reflect the entire test for interjurisdictional immunity. However, I find that the changes in the jurisprudence do not so much apply to this first part of the test regarding what constitutes the "core" of the federal competency over aeronautics, but rather, more to the second prong that speaks to the requisite level of interference with or impairment of a federal purpose by the impugned legislation.

85 Specifically with respect to hangars, in the earlier case of *Orangeville Airport Ltd. v. Caledon (Town)* (1976), 11 O.R. (2d) 546 (Ont. C.A.), the Ontario Court of Appeal determined that just as an airport is an integral and vital part of aeronautics and aerial navigation under federal jurisdiction, so, too, is a hangar related to the operation of and a necessary and integral part of an airport. MacKinnon J.A. for the Court states:

It seems to me that this was the very battle fought and lost by the Provinces in the *Johannesson* case. If, in 1932 and again in 1952, aeronautics had reached such dimensions and importance in Canada as to be a matter affecting the body politic of the Dominion, thereby falling within federal legislative competence under the peace, order and good government clause, it cannot be less so today. It is still a matter that goes beyond local or provincial concerns or interests. As was pointed out by members of the Court in the *Johannesson* case, airports are an integral and vital part of aeronautics and aerial navigation, and cannot be severed from that subject-matter so as to fall under a different legislative jurisdiction. **Equally, hangars are a necessary and integral part of airports.** The result could be different if the airport corporation had sought to erect on the airport lands something entirely unrelated to the operation of an airport. But that is not the case.

[Emphasis added.]

86 Nonetheless, there are limitations, as a broad application of the doctrine of interjurisdictional immunity becomes inconsistent with the contemporary concept of flexible federalism, in which there is cooperation among governments. For example, in *Construction Montcalm Inc. v. Quebec (Minimum Wage Commission)* (1978), [1979] 1 S.C.R. 754 (S.C.C.), at 770-771, the Court held that it was not vital or essential to the federal interest to regulate the wages and working conditions of employees of an independent contractor, which was not a federal undertaking, constructing a building at an airport. It illustrates that there are parameters to what may constitute the "core" of federal power over aeronautics. Beetz J., for the majority, states:

The construction of an airport is not in every respect an integral part of aeronautics. Much depends on what is meant by the word "construction". To decide whether to build an airport and where to build it involves aspects of airport construction which undoubtedly constitute matters of exclusive federal concern: the *Johannesson* case. This is why decisions of this type are not subject to municipal regulation or permission: the *Johannesson* case; *City of Toronto v. Bell Telephone Co.* [[1905] A.C. 52.]; the result in *Ottawa v. Shore and Horwitz Construction Co.* [(1960), 22 D.L.R. (2d) 247.] can also be justified on this ground. Similarly, the design of a future airport, its dimensions, the materials to be incorporated into the various buildings, runways and structures, and other similar specifications are, from a legislative point of view and apart from contract, matters of exclusive federal concern. The reason is that decisions made on these subjects will be permanently reflected in the structure of the finished product and are such as to have a direct effect upon its operational qualities and, therefore, upon its suitability for the purposes of aeronautics. But the mode or manner of carrying out the same decisions in the act of constructing an airport stand on a different footing.

87 Although the mode or manner of constructing may not be essential to the "core" of federal power over aeronautics, under the federal *Aeronautics Act*, the Minister of Transportation has responsibility for constructing, maintaining and operating "aerodromes" or "airports". The *National Building Code* sets out compliance with standards for their design and construction. It is up to the federal government to determine when and how to enforce compliance with the provisions of the *National Building Code*.

88 The federal government never relinquished or contracted out of its jurisdiction over the surplus lands upon which Hangarminiums is located. In fact, in 2008, Mr. Sciuk made initial inquiries about purchasing some of the land in the northern section of the Oshawa Airport in order to build a hangar. On January 30, 2008, Mr. Wilcox, Airport Manager, sent him an email that read, in part:

As it relates to the zoning Transport Canada was very adamant to stipulate that the use must be within the confines of the zoning and must include a core use as aviation. They will not permit the sale for exclusive office or restaurant use as they had previously done with Taunton Rd land. These uses were permitted because the land was deemed to be surplus to the airports (sic) aviation needs. Specifically relating to your proposal they will accept the upper floor office use provided that the main floor remains within the aviation or aviation related uses.

89 Although the defendant did not purchase this land himself, it was eventually bought and developed by Hangarminiums. The Airport Manager clearly accepted that the federal government had not surrendered its rights to permit only aviation or aviation-related uses on these surplus lands.

90 Ms. Vanderlinde, prosecutor for the City of Oshawa submits that

A mezzanine with a kitchenette, a lounge area with a television, sliding glass doors to a deck that has a storage unit underneath is not core or integral to aeronautic purpose or use. It may be a requirement for pilots to be rested and to have nourishment and check out the weather conditions before flying, but none of which has to be done from a hangar. In fact, it was stated in testimony by Mr. Wilcox that it is simply a matter of convenience. Mr. Sciuk testified that he lived less than two kilometres away from the airport and the hangars. I respectfully submit that he can look out his window at home to see the weather conditions, but regardless, this Court also heard testimony that he is still required to look to NAV Canada reports to determine weather conditions and the safety of flying. ... Respectfully, Mr. Sciuk can sleep at home and he can eat at home as well. All again which is not core to aeronautics [sic]

91 The presence of a washroom, an office and lounge with chairs and a television, a kitchenette and an observation deck are, according to the Oshawa Airport Manager's testimony, normal attributes of any pilot's lounge. It does not lose this status simply due to incidental conversation or social interaction that may not be directly related to aeronautics. Furthermore, I cannot support the prosecutor's argument that the defendant's hangar does not need such facilities because he resides in close proximity to the Oshawa Airport. Such reasoning would lead to the illogical proposition that a person's residence feeds into the determination of what is or is not 'core' to the field or aeronautics.

92 Moreover, in Mr. Wilcox's January 30, 2008 email to Mr. Sciuk, referenced above, the City accepted the federal government's directive that the use to which Mr. Sciuk would put the hangar "must include a core use as aviation" and the "upper floor office" did not vitiate this use. As well, on April 25, 2013, the City issued a building permit for Hangarminiums to construct the washroom within the defendant's hangar. It accepted, at that time, the "Permitted Use" of this washroom as "Aviation Related Use". These are but two examples in which I find the City accepted in 2008 and 2013 what it is now refusing to accept.

93 And jurisprudence supports broad federal jurisdiction, without resort to a building-by-building inquiry. [See e.g. *Greater Toronto Airports Authority v. Mississauga (City)* (1999), 43 O.R. (3d) 9, [1999] O.J. No. 36 (Ont. Gen. Div.).] The construction of hangars is captured within the core of aeronautical functions and I am satisfied that a renovation-by-renovation inquiry would lead to uncertainty and the absurdity of determining which type of renovation was subject to provincial jurisdiction and which remained within the legislative powers of the Parliament of Canada. In accordance

with the doctrine of *stare decisis*, I am bound by jurisprudence that has determined that the federal government has jurisdiction over aeronautics, including, *inter alia*, aerodromes, airports and hangars. I am satisfied that the design and dimensions of an airport are matters of exclusive jurisdiction. As well, the materials to be incorporated into the various buildings, runways and structures, to include hangars, are at the core of exclusive federal jurisdiction over aeronautics. It follows that any renovations or modifications made to an existing building captured under the federal power over aeronautics would also fall under such federal power. Here, it is the core federal power to regulate the location, design and construction of aerodrome structures or buildings to the extent that it will be permanently reflected in the final structure. There is no requirement that every part of these structures or buildings is used exclusively for aviation. Such a requirement would disqualify just about every passenger terminal building in which a plethora of incidental activities occur. Hence, eating or resting or having family come over to chat while Mr. Sciuk is working on his aircraft does not disqualify his hangar as an aerodrome structure. I find that an office, lounge, kitchenette and observation deck as described are compatible accessory uses, subordinate to the main aviation use of the hangar building.

94 Hence, I am satisfied that the Ontario *Building Code Act, 1992*, which sets out construction standards, trenches on the protected core of the federal competency over aeronautics.

2. Does section 8 of the Ontario Building Code Act, 1992, unacceptably interfere with the federal competency as it applies to the defendant's hangar?

95 Over the years there have been shifts in the level of interference the impugned legislation must have in order to be constitutionally unacceptable under the doctrine of interjurisdictional immunity. In *Vancouver International Airport v. Lafarge Canada Inc.*, *supra*, starting at para. 41, D.M. Smith, J.A. of the British Columbia Court of Appeal, provides an insightful and historical overview of the evolution of the doctrine of interjurisdictional immunity. Initially, interjurisdictional immunity was granted only if the impugned legislation had the effect of "sterilizing" or "paralyzing" the activities of the other level of government. Later, this was expanded to include the protection of "essential" parts of this other government. In *Bell Canada c. Québec (Commission de la santé & de la sécurité du travail)*, [1988] 1 S.C.R. 749 (S.C.C.), the test reached its broadest scope where the impugned legislation need only "affect" a vital or essential part of the undertaking of the other government. A year later, the doctrine evolved to create a distinction between the direct and indirect effects of the impugned legislation on the vital part of the other government's undertaking. The pendulum swung back when the Supreme Court of Canada returned to the more restrictive test of impairment. The distinction between "affects" and "impairs" is that there are no adverse consequences implied for "affects", whereas such consequences exist for "impairs". In *Vancouver International Airport Authority, supra*, at para.47, Justice Smith states:

Although now consigned to a more limited role than was previously enjoyed, interjurisdictional immunity continues to provide guidance in those circumstances where the jurisprudence historically has dictated its application (*CWB* at para. 77). The subject matter of aeronautics and federal undertakings for the operation and management of airports provide one such example.

96 Chief Justice McLachlin, in *Laferrrière c. Québec (Juge de la Cour du Québec)*, [2010] 2 S.C.R. 536 (S.C.C.), ["*COPA*"], sets out the requisite level of impairment. Starting at para. 42, she writes for the majority:

It is not enough that s. 26 of the *ARPALAA* strike at the heart of a federal competency; it must be shown that this interference is constitutionally unacceptable. This raises the issue of how serious an interference must be to render a provincial law inapplicable.

After a period of inconsistency, it is now settled that the test is whether the provincial law *impairs* the federal exercise of the core competence: *Canadian Western Bank, per Binnie and LeBel JJ*. This decision resolved a debate about whether the provincial law must "sterilize" the essential content of a federal power (the language used in *Dick v. The Queen*, [1985] 2 S.C.R. 309, at pp. 323-24), or whether it is sufficient that the provincial law "affect" a vital part of the management and operation of the undertaking (*Commission du Salaire Minimum v. Bell Telephone Co.*, [1966]

S.C.R. 767, at p. 774; *Bell Canada*, at pp. 859-60). See also *Irwin Toy Ltd. v. Quebec (Attorney General)*, [1989] 1 S.C.R. 927, at p. 955, per Dickson C.J., Lamer J. (as he then was) and Wilson J.

The impairment test established in *Canadian Western Bank* marks a midpoint between sterilization and mere effects. The move away from the "affects" test of *Bell Canada* reflects growing resistance to the broad application of interjurisdictional immunity based on modern conceptions of cooperative federalism and a perceived need to promote efficacy over formalism. As Binnie and LeBel JJ. put it in *Canadian Western Bank*, "[t]he Constitution, though a legal document, serves as a framework for life and for political action within a federal state, in which the courts have rightly observed the importance of co-operation among government actors to ensure that federalism operates flexibly" (para. 42). (See also Dickson C.J. in *OPSEU*, at p. 18.) To quote Binnie and LeBel JJ. in *Canadian Western Bank*:

A broad application [of interjurisdictional immunity] ... appears inconsistent, as stated, with the flexible federalism that the constitutional doctrines of pith and substance, double aspect and federal paramountcy are designed to promote.... It is these doctrines that have proved to be most consistent with contemporary views of Canadian federalism, which recognize that overlapping powers are unavoidable. [para. 42]

Impairment is a higher standard than "affects". It suggests an impact that not only affects the core federal power, but does so in a way that seriously or significantly trammels the federal power. In an era of cooperative, flexible federalism, application of the doctrine of interjurisdictional immunity requires a significant or serious intrusion on the exercise of the federal power. It need not paralyze it, but it must be serious.

97 The City of Oshawa submits that there is no substantial impairment to the core use of the hangar during the building permit process. In fact, after the charge was laid, the defendant applied for a building permit. Once all the requisite documents were submitted and the application was complete, it took only six days for the permit to be issued. The City also submits that there is no process under the *National Building Code* to apply for a building permit and there is no process in place nationally to have inspections completed for the safety and well-being of the public, to ensure structures are built and structurally safe and sound.

98 I find this argument by the City is not relevant to determining the application of the doctrine of interjurisdictional immunity. In reaching this conclusion, I rely upon the statement made by Chief Justice McLachlin in *COPA*, *supra*, at para. 52:

Secondly, it impermissibly mingles the distinct doctrines of interjurisdictional immunity and paramountcy, in a way that distorts the former. In those circumstances where interjurisdictional immunity applies, the doctrine asks whether the core of the legislative *power* has been impaired, not whether or how Parliament has, in fact, chosen to exercise that power.

99 The defendant is claiming that forcing a change to the regulatory scheme from that found under the *National Building Code*, to that which exists under the provincial *Building Code Act, 1992* and the regulations made thereunder, is the impairment and serves as a critical piece of the foundation upon which interjurisdictional immunity rests. Interjurisdictional immunity is not a question of cooperative federalism or, more particularly, whether the two levels of government may both legislate with respect to building codes without operational conflict, as these issues relate to the doctrine of paramountcy. The doctrine of interjurisdictional immunity, as its name implies, immunizes the core competency of one level of government from intrusion by the other level of government. It precludes the interplay and overlap between the two jurisdictions when it comes to the area of core competency belonging to one of the levels of government.

100 In *Mississauga*, *supra*, the Ontario Court of Appeal determined that the Ontario *Building Code Act* is to be read down, so as not to apply to the redevelopment of Pearson International Airport, including the hangars, because the redevelopment lies within the federal government's exclusive jurisdiction over aeronautics. This decision was rendered in

2000, prior to the courts shifting the requisite level of impairment to apply to the doctrine of interjurisdictional immunity. Currently, for this doctrine of interjurisdictional immunity to apply, I am satisfied that the impugned legislation, that is, subsection 8(1) of the Ontario *Building Code Act, 1992*, cannot merely affect without adverse consequences, nor need it "sterilize" or "paralyse" the federal exercise of the core competency, but it must be a serious impairment on the exercise of the federal power over the core competency of aeronautics. Having said that, this shift does not apply to automatically render the decision in *Mississauga, supra*, bad jurisprudence, nor does it automatically disqualify the defendant's hangar from this doctrine. The test of "affecting" was met in this earlier decision in *Mississauga, supra*, but the test of "impairing" simply was not addressed.

101 In fact, in *Mississauga, supra*, Laskin J.A. writes, at para 49:

The *Building Code Act* and the *Ontario Building Code* prescribe the design of buildings, the manner of their construction, the types and quality of materials to be used and when buildings may be altered or demolished. According to *Construction Montcalm*, these are the very matters that, for an aeronautics undertaking, lie within Parliament's exclusive jurisdiction and are immune from provincial regulation. As Beetz J. said, decisions on these matters "will be permanently reflected in the structure of the finished product" and will "have a direct effect upon its operational qualities, and, therefore, upon its suitability for the purpose of aeronautics" (at p. 771).

102 This exclusivity provides the building of and modifications made to the defendant's hangar with immunity from provincial interference. The federal government has taken legislative responsibility over aeronautics and aviation-related matters. In particular, the Ontario *Building Code Act, 1992* has no place in dictating the standards to which these aeronautical or aviation-related structures are built. The defendant's hangar is clearly an aviation-related structure; as such, the construction of and any modifications made to this structure fall within the exclusive legislative jurisdiction of Parliament. Furthermore, how compliance with federal standards is regulated is decided by the federal government.

103 Laskin J.A. places the *Building Code Act* with planning and zoning legislation, for which there is a long line of cases that held these provincial and municipal laws do not apply to "the construction of airport buildings". He continues, in *Mississauga, supra*, at para. 52:

The recent *Home Builders'* case in the Supreme Court of Canada confirms that the subject matter of the Building Code Act and the Development Charges Act is land development: *Ontario Home Builders' Association v. York Region Board of Education*, [1996] 2 S.C.R. 929. Iacobucci J. wrote at p. 966 that the *Planning Act*, including the scheme of education development charges imposed under the *Development Charges Act*, "is one component of a comprehensive regulatory scheme governing land development in Ontario, comprised of at least nine different statutes". One of those statutes is the *Building Code Act*. Therefore, the *Building Code Act* and the *Development Charges Act* stand on the same constitutional footing as provincial planning and zoning legislation. None of this legislation applies to the construction of airport buildings.

104 Moreover, section 92(10) of the *Constitution Act, 1867* provides provincial jurisdiction over the following:

Local Works and Undertakings other than such as are of the following Classes:

- (a) Lines of Steam or other Ships, Railways, Canals, Telegraphs, and other Works and Undertakings connecting the Province with any other or others of the Provinces, or extending beyond the Limits of the Province;
- (b) Lines of Steam Ships between the Province and any British or Foreign Country;
- (c) Such Works as, although wholly situate within the Province, are before or after their Execution declared by the Parliament of Canada to be for the general Advantage of Canada or for the Advantage of Two or more of the Provinces.

105 Given that aeronautics is a matter of national interest and importance, clearly, the *Constitution Act, 1867* intended local works and undertakings related to aeronautics to be excluded from provincial jurisdiction, thereby putting it by default as an area over which the federal government exercises exclusive power.

106 Furthermore, although I am not determining whether the entire Ontario *Building Code, 1992* impairs federal jurisdiction, it would not make sense to analyse the *Act* in a section-by-section fashion, isolating each section from the next. The obtaining of a building permit is but one function in the process of complying with a plethora of sections that set out standards and requirements under the Ontario *Building Code, 1992*. Once the building permit is obtained, the City of Oshawa would expect compliance with the subsequent standards and requirements set out in a number of other provisions found in the *Act* and in the regulations made thereunder, failing which, I have no doubt the City would look to exercise its 'stop work' powers. The relevant provisions in the *Building Code Act, 1992*, that give the municipality these powers are:

12. (1) Inspection of building site — An inspector may enter upon land and into buildings at any reasonable time without a warrant for the purpose of inspecting the building or site in respect of which a permit is issued or an application for a permit is made.

(2) Order — An inspector who finds a contravention of this Act or the building code may make an order directing compliance with this Act or the building code and may require the order to be carried out immediately or within such time as is specified in the order.

13. (1) Order not to cover — An inspector may make an order prohibiting the covering or enclosing of any part of a building pending inspection.

14. (1) Stop work order — If an order made under section 12 or 13 is not complied with within the time specified in it, or where no time is specified, within a reasonable time, the chief building official or registered code agency, as the case may be, may order that all or any part of the construction or demolition cease.

107 Mr. Wilcox, the Airport Manager has provided evidence as to how the application of the Ontario *Building Code Act, 1992* would either partially or wholly impair the construction and use of a federally regulated facility such as a hangar. The application for a building permit, as required under the Ontario *Building Code Act, 1992*, sets out a number of requirements that are conditions precedent to the issuing of such a building permit. They include requirement for compliance with, *inter alia*, other provincial legislation which may be found, for example, in provincial or municipal heritage and environmental laws.

108 In fact, clause 8(2)(a) of the Ontario *Building Code Act, 1992* provides conditions and compliance with "applicable law" in order for a building permit to be issued. It reads:

8.(2) The chief building official shall issue a permit referred to in subsection (1) unless,

(a) the proposed building, construction or demolition will contravene this Act, the building code or any other applicable law;

109 Section 1.4.1.3 of *O.Reg. 350/06-Building Code*, made under the *Building Code Act, 1992* provides the definition of "applicable law" under section 8 of the *Act*. By doing so, section 1.4.1.3 imports into the Ontario *Building Code Act, 1992*, forty-three different municipal by-laws, provincial statutes or regulations and Ministerial orders with which someone applying for a building permit must comply prior to the chief building official issuing the permit. This provides the *Building Code Act, 1992* with a far-reaching effect into the federal core jurisdiction over the field of aeronautics. In this way, I am satisfied that the application of the Ontario *Building Code Act, 1992* to this federally regulated facility, which is designed and used for aviation and aeronautic purpose, has a serious impact on and impairs the federal power by requiring compliance with provisions of these other provincial and municipal laws.

(vi) Doctrine of Interjurisdictional Immunity Applies:

110 For the reasons stated above, I am satisfied that (1.) the Ontario *Building Code Act, 1992* trenches on the protected core of federal competency as it applies to the defendant's hangar, and (2.) Section 8 of the Ontario *Building Code Act, 1992* unacceptably interferes with and, in fact, has a considerable and serious impact on the federal competency as it applies to the defendant's hangar. I find, therefore, that the doctrine of interjurisdictional immunity applies such that the City of Oshawa cannot rely on provincial building code provisions to require the defendant to obtain a building permit for construction to its hangar located at the Oshawa Airport complex. Consequently, the charge against the defendant under clause 36(1) of the Ontario *Building Code Act, 1992*, for failing to obtain a building permit as required under subsection 8(1), is *ultra vires* the City of Oshawa and, hence, I am quashing the Information that brought the impugned charge against the defendant.

(B) Have the defendant corporation's rights to a trial in a reasonable time been violated under section 11(b) of the Canadian Charter of Rights and Freedoms?

111 I have determined that the doctrine of interjurisdictional immunity applied such that the *Building Code Act, 1992*, does not apply to the defendant's hangar. In the event I am in error, I will now decide the defence motion arising under section 11(b) of the *Canadian Charter of Right and Freedoms*. This section reads as follows:

11. Any person charged with an offence has the right

...

(b) to be tried within a reasonable time;

112 Section 11(b) protects security of the person, liberty and the right to make full answer and defence. It invokes society's interest by ensuring that individuals accused of offences are treated fairly and humanly and those who transgress the law are brought to trial. Obviously, the more serious the offence, the greater the societal interest that the defendant be brought to trial.

(i) Chronology of These Proceedings:

113 The date of the offence is October 7, 2013. The Information was laid on November 7, 2013. At the first court appearance on November 21, 2013, the prosecution did not have disclosure to provide to defence counsel. The matter was adjourned to January 16, 2014 to allow the prosecutor to provide this disclosure in the interim and to provide defence counsel with time to review it. However, disclosure was not provided to the defence until the January 16, 2014 court appearance.

114 Given the defence had just received disclosure, in order to make talks between the parties more meaningful, the matter was then adjourned to March 6, 2014. I am satisfied that resolution discussions without disclosure are not as productive as with disclosure. No specific reasons were clearly given on the record for the further adjournments to May 1, 2014 and then to July 17, 2014. However, the defence waived its rights to section 11(b) from May 1, 2014 to July 17, 2014.

115 On July 17, 2014, the defence had an application regarding a constitutional question before the court, which had been served nine days previously on the prosecution, but for which there was no factum and no motion record, so that the prosecution was not in a position to argue the motion. Hence, the motion was adjourned, to be heard on September 11, 2014. As well, a judicial pre-trial date was set for October 30, 2014.

116 On September 11, 2014, neither party appeared to be in a position to proceed with the motion, so it was adjourned to December 18, 2014, the defence having waived section 11(b) rights.

117 On October 30, 2014, there was a judicial pre-trial on the substantive issues and the matter was adjourned to the motion date of December 18, 2014. On December 18, 2014, it was revealed that at the judicial pre-trial, the Court had suggested that the constitutional motion be replaced with an application to the Superior Court of Justice. A date of March 24, 2015 had been set in Superior Court and, hence, an April 2, 2015 return date was set in the Provincial Offences Court.

118 On April 2, 2015, the Provincial Offences Court was informed that the matter had been adjourned in Superior Court to September 3, 2015. I have been advised that there was a further adjournment in the Superior Court of Justice to February 11, 2016; however, I am unaware of any subsequent status of the defendant's application in the Superior Court of Justice. Also at the April 2, 2015 court appearance, the defence had mis-diarized the date and failed to attend court. Consequently, the matter was adjourned further in Provincial Offences Court to June 18, 2015.

119 Due to the Pan Am Games in the summer of 2015, courts were closed and the first trial date, to hear the constitutional motion, the section 11(b) motion and the substantive matters was set for September 17, 2015. Additionally, three subsequent trial dates through to November 19, 2015 were set. However, another trial date was required and submissions were not concluded until January 7, 2016.

(ii) Framework for a Section 11(b) analysis:

120 The framework for a section 11(b) analysis is set out in *R. v. Morin* (1992), 71 C.C.C. (3d) 1 (S.C.C.). A violation of section 11(b) is not determined by the application of a mathematical or administrative formula. Instead, there must be a judicial analysis that balances the interests of the accused and the interests of society.

121 Factors that must be considered to determine if a delay violates section 11(b) of the *Charter* are:

1. The length of the delay
2. Waiver of time period
3. The reasons for the delay, including
 - a. Inherent time requirements of the case
 - b. Actions of the defendant
 - c. Actions of the prosecution
 - d. Limits on institutional resources; and
 - e. Other reasons for the delay, and
4. Prejudice to the defendant

122 The final balancing stage of the analysis requires examination of the societal interest in a trial on its merits.

(iii) Application of the Framework to These Proceedings

1. The length of the delay:

123 The overall length of the delay weeds out frivolous section 11(b) applications. This is the "triggering mechanism or threshold determination of the excessiveness of the delay". In the matter before me, the date of the charge against the defendant is October 7, 2013 and the Information was laid on November 7, 2013. The trial did not get underway

until September 17, 2015 and continued until January 7, 2016, a date that is twenty-six months after the charge was laid. Therefore, I am satisfied that an analysis under section 11(b) is warranted.

2. Waiver of time period:

124 The defendant agrees that it waived the periods from May 1, 2014 to July 17, 2014 and from September 11, 2014 to December 18, 2014 — a total of five months and twenty-three days.

125 In addition to express waiver, there may be implied waiver. I find no evidence of any implied waiver. For example, the defendant was diligent and has had legal representation since the first appearance in court in November 2013.

3. The reasons for the delay, including:

(a) inherent time requirements of the case:

126 The inherent time requirements consist of activities necessary to ready a case for trial. It includes retention of counsel, administrative paperwork and preparation of disclosure. It took from November 4, 2013, when the charge was first laid, until November 21, 2013 for the parties to first appear in court. Disclosure was not provided until January 16, 2014, following which there were a couple of subsequent adjournments to May 1, 2014 to allow for discussions between the parties. I am satisfied that meaningful discussions necessitate meaningful disclosure having been provided. Therefore, the intake and the inherent requirements of the case occurred over a five month and twenty-six day period. However, had the prosecution provided disclosure in a more timely fashion, this inherent time period could have been just over four months.

(b) actions of the defendant:

127 In addition to expressly waiving two time periods, defence counsel failed to attend court on April 2, 2015, as a result of mis-diarizing the court date. This resulted in a two month and sixteen day delay until the next appearance on June 18, 2015.

(c) actions of the prosecution:

128 The prosecution did not have disclosure at the first appearance on November 21, 2013 — seventeen days after the charge was laid on November 4, 2013. It was not provided until January 16, 2014 — two months and twelve days later.

(d) institutional or systemic delay and (e) other reasons for delay:

129 This institutional or systemic delay, or limitations on institutional resources, is the period that runs when both parties are ready for trial but the system cannot accommodate them [See e.g. *Morin, supra* and *R. v. Lahiry*, [2011] O.J. No. 5071 (Ont. S.C.J.)]. A particular period of time cannot be found to be caused by systemic congestion until it is first established that both the prosecution and the defence are ready to try the case.

130 As well, the labour dispute at the Regional Municipality of Durham in June 2014 and closing of courts over part of the summer for the Pan Am Games in 2015 caused an indeterminate number of days of delay. On June 18, 2015, the first trial date was set for three months later, i.e. September 17. Further delays were as a result of scarce court resources and the inability to find consecutive days for trial so that the hearings extended from September 17, 2015 through to January 7, 2016 — a further three months and twenty-one days.

131 I find that the institutional delays in this matter are difficult to calculate, for the reasons stated above. Nonetheless I conclude it may have accounted for a period of time of between eight and ten months.

(e) other reasons for the delay:

132 Unfortunately, these proceedings have not followed the usual course from laying of the charge until trial. Nor are the matters straight forward, as the constitutional motion has added a degree of complexity to the case. Misunderstandings regarding the constitutional motion and where it might be heard, in part, added to delays that I cannot attribute to either of the parties, but rather to a judicial suggestion at the judicial pre-trial that the constitutional motion should be heard in Superior Court. This may have added as much as from October 30, 2014 to April 2, 2015 to the time to trial — a period of five months and two days.

4. Prejudice to the defendant:

133 Prejudice to a defendant may be actual or implied. Here, the defendant is a corporation — 536813 Ontario Limited. The defence has asked that I pierce the corporate veil to find that Mr. Sciuk, as the sole principal and directing mind of the corporation, has been prejudiced. He has suffered stress and anxiety that has had a significant and detrimental effect on his enjoyment of his aircraft and has made it impossible for him to fly competitive aerobatics. With incorporation come advantages, for example, transfer of personal liability from the individual owner to the corporation. However, there is a trade-off, as the sole owner of the corporation cannot claim personal disadvantages, yet avoid personal liabilities when it suits him. For that reason, I am reluctant to pierce this corporate veil.

134 A corporation is a person at law. Because the inference of prejudice arising from the passage of time is linked to the liberty and security interests of a defendant, and since a corporation does not have a right to liberty or security of the person, a corporation must show actual prejudice and cannot rely on inferred prejudice: See e.g. *R. v. C.I.P. Inc.* (1992), 71 C.C.C. (3d) 129, [1992] 1 S.C.R. 843, [1992] S.C.J. No. 34 (S.C.C.). Writing for the Ontario Court of Appeal, Weiler J.A., at para. 11 of *R. v. National Steel Car Ltd.* (2003), 174 C.C.C. (3d) 91 (Ont. C.A.), cited *CIP Inc.*, *supra*, when he found that "the only interest engaged under s. 11(b) is the right to a fair trial. Hence, to succeed in a s.11(b) application, a corporate entity must persuade the court that its ability to make full answer and defence has been impaired."

135 In the matter before me, I am satisfied that the corporation has suffered actual prejudice. The date of the charge is October 7, 2013. Since that date, the Airport Operations Manual has undergone revisions. Despite numerous requests from the defence, the prosecutor was unable to produce the version of the Manual that was in effect at the time the charge was laid. This resulted in the inability of defence counsel to question the Airport Manager on the appropriate version of the Airport Operations Manual. In my view, therefore, this corporate defendant has suffered actual prejudice, as its ability to make full answer and defence has been impaired.

136 Additionally, the trial was heard over an almost a four-month period, making examination in chief and cross examination difficult to follow. The delays between trial dates, the stop and start nature of these proceedings, have caused the parties and the Court to unduly review what had transpired on the previous hearing dates and has impacted on counsel's ability to examine and cross examine witnesses. This may be perceived as impairing, to some extent, the ability of the defendant to make full answer and defence.

(iv) Final calculation and balancing of interests:


137 Intake of four months and delays due to the defendant's explicit s. 11(b) waiver (almost six months) and misdiarizing (two and a half months) total just over a year. Looking at the delay in the prosecution providing disclosure in what was, at that time, a relatively simple matter (almost two months), along with the delays due to the labour disruption at the Regional Courthouse, the closure of some courts over the Pan Am Games, the misdirection at the judicial pre-trial, the trial conducted sporadically over almost four months, I find there is at least a one-year total delay in this matter that is not attributable to intake or to the defence, but rather to the prosecution and to institutional delays and complexity of the issues. The charge itself does not attract complex arguments. The application of the doctrine of interjurisdictional immunity is, perhaps, more complex.

138 Finally, this court must balance societal interests with the principle of our law that cases should be heard on their merits. The charge is simply a failure on the part of the defendant to obtain a building permit under the Ontario

Building Code Act, 1992. However, in the current circumstances, I find that there has been a significant public or societal interest in having this case heard, especially given the City of Oshawa's insistence that it and the province, not the federal government, have legislative jurisdiction over the defendant's hangar at the Oshawa Airport complex. The question on the doctrine of interjurisdictional immunity is an important one to be determined. Having reviewed the Airport Business Plan 2015-2019, I am confident that the Oshawa Airport is planning future development, most likely through private investment, as has occurred in the north field of the airport complex. It has been this defendant corporation that has borne the high costs, both financially and with investment of resources in court preparation and appearances, in order to resolve this more complex constitutional issue.

139 Having said that, of the twenty-six months from the date of the charge to the completion of submissions, I calculate the institutional delay at approximately one year. Again, given the complexity of the constitutional issues, along with the societal interest in having this matter heard on its merits, I consider this delay at the outer boundaries of, but nonetheless within, an acceptable time frame. I conclude, therefore, in the circumstances of the case before me, that the time limits prescribed in *Morin, supra*, have not been exceeded and the defendant's rights under section 11(b) of the *Charter* have not been violated. The defendant's application under section 11(b) of the *Charter* is dismissed.

Motion granted; application dismissed.

	Report Title	Awarding Sole-source Contract to Install LNG Refill Station at TCC
	Report No.	RCP 19-06
	Author	Rick Cox, Director of Recreation, Culture & Parks
	Meeting Type	Council Meeting
	Council Date	January 28, 2019
	Attachments	

RECOMMENDATION

THAT Council receives Report RCP 19-06 – Awarding Sole-source Contract to Install LNG Refill Station at TCC;

AND THAT Council approves the sole-source installation at the Tillsonburg Community Centre of a Coltri Arena Compressor Package by Hi-Tech Fuel Systems (London) at the quoted price of \$38,977.78 before applicable taxes.

EXECUTIVE SUMMARY

Council gave pre-budget approval for staff to procure a replacement for the natural gas refill station at the Community Centre. There is only one licensed supplier of the Coltri high-speed LNG refill compressor technology in Canada, which results in the need for a sole-source contract. The Town's procurement policy requires Council approval of sole source contracts.

BACKGROUND

The current compressed gas fill station now takes more than 8 hours to fill up the resurfer. The process requires an 8-hour overnight period to fill the tanks. On a weekend with both pads going most of the day, the resurfer is plugged into the refueling station between floods but is still almost empty by the end of the day. With the outdoor pad coming on line, an updated, quick-fill station with new technology is required. Adding the additional floods outside on busy weekend days may exceed the ability for the current system to keep up, which would affect the indoor ice program.

Pre-budget approval for this project was given at the Council Budget Meeting of December 17, 2018 with the following resolution:

Moved By: Councillor Parker Seconded By: Councillor Gilvesy

THAT Council gives 2019 pre-budget approval for Project x84 Natural Gas Refill Station \$40,000. Carried.

The supplier has a unit on the shelf and is ready begin the installation immediately upon receiving authorization to proceed.

FINANCIAL IMPACT/FUNDING SOURCE

This project has a \$40,000 funding allocation in the 2019 draft budget, and has been given pre-budget approval. The funding source is the taxation component of the capital budget.

COMMUNITY STRATEGIC PLAN (CSP) IMPACT

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

Report Approval Details

Document Title:	RCP 19-06 - Awarding Sole-source contract to install LNG Refill Station at TCC.docx
Attachments:	
Final Approval Date:	Jan 21, 2019


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

Dave Rushton - Jan 21, 2019 - 10:34 AM



David Calder - Jan 21, 2019 - 1:15 PM

Donna Wilson - Jan 21, 2019 - 2:57 PM

	Report Title	Tillsonburg District Craft Guild MOU Renewal
	Report No.	RCP 19-05
	Author	Rick Cox, Director of Recreation, Culture & Parks
	Meeting Type	Council Meeting
	Council Date	January 28, 2019
	Attachments	TDCG Agreement 2019

RECOMMENDATION

THAT Council receives Report RCP 19-05 – Tillsonburg District Craft Guild MOU Renewal;

AND THAT Council appoints the Director of Recreation, Culture & Parks as the liaison between the Town and the Guild;

AND THAT a by-law to authorize the MOU be brought forward for Council consideration.

EXECUTIVE SUMMARY

The Memorandum of Understanding with the Tillsonburg District Craft Guild (TDCG) authorized under By-Law 4162 expired at the end of 2018. In December 2017 Council authorized a one-year MOU for 2018, and asked that information related to the number of people provided with tourism information by the TDCG be provided during consideration of further renewals. This report includes the requested statistics provided by the TDCG and recommends adoption of the attached Memorandum of Understanding (MOU) for this term of Council.

BACKGROUND

The Town of Tillsonburg has provided space for the TDCG at their current 41 Bridge Street location since 1982. Further, in the mid-Nineties, the Town permitted the TDCG to expand and augment the original heritage-designated train station by relocating a second heritage train station from another part of Tillsonburg to the property and constructing an interconnecting gallery space.

The TDCG, operating in this location as the Station Arts Centre, has provided Tillsonburg residents and visitors with exposure to local and regional artisans and art as well as many other cultural experiences. There has been a MOU between the Town and the TDCG since at least 2011, through which the Town paid the TDCG an annual amount of \$25,000 in return for the TDCG providing tourism information services at their location. The MOU was renewed for three years in 2014 at an annual amount of \$35,000. It was renewed for one year in 2017 at \$35,000, and a further one-year agreement and payment of \$40,000 for 2018 was authorized by Council at their December 11, 2017 meeting. At that time, Council requested that the TDCG provide information on the number of tourism-related inquiries over the course of the contract. The table below has been compiled by the TDCG and includes that information.

	2018																
	Jan	Feb	Mar	Q1	Apr	May	Jun	Q2	Jul	Aug	Sep	Q3	Oct	Nov	Dec	Q4	Total
Visitors and Staff	437	1064	1502	3003	1078	1032	1178	3288	2161	2180	1088	5429	1072	1121	1625	3818	15538
In-house groups	95	141	158	394	142	142	160	444	72	78	159	309	148	154	83	385	1532
Adult classes	16	58	134	208	16	76	141	233	0	0	25	25	197	82	9	288	754
Children's classes	45	0	27	72	84	220	272	576	1298	1341	45	2684	76	60	0	136	3468
Room Rentals	256	209	512	977	169	176	77	422	71	58	119	248	145	125	216	486	2133
Electronics Recycling	70	92	101	263	144	156	161	461	186	192	181	559	194	189	215	598	1881
Events	3	45	8	56	33	372	964	1369	545	0	0	545	145	204	70	419	2389
QUARTERLY TOTAL	922	1609	2442	4973	1666	2174	2953	6793	4333	3849	1617	9799	1977	1935	2218	6130	27695
Visitor/tourism inquiries	15	22	17	54	25	32	41	98	128	132	91	351	79	82	32	193	696
NOTE: This number is included in the "Visitors & Staff" total shown above																	

From this table, the data shows that visitor/tourism inquiries represent approximately 2.5% of the traffic through the Station Arts Centre.

The attached MOU is for the remainder of this Term of Council, essentially for 2019 through to the end of 2022. It confirms that the Town will allow the Guild to occupy the premises for the duration of the MOU, which is often required in order for them to apply for grants from other funding sources. It also provides for a payment of \$40,000 to the Guild for 2019, and beyond that the payment would be indexed to inflation. While the requirement to provide tourism information services remains part of responsibilities of TDCG under the proposed MOU, the purpose of the MOU has been expanded as highlighted below:

*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.*

Adopting this MOU will result in the annual allocation to the Guild increasing over time. However, the cost for the Town to provide the same level of programming and/or tourism information services using Town staff would be considerably higher. The Guild has the ability to leverage the Town funding through other fundraising and projects, thereby providing substantial additional value to the community beyond the financial support by the Town.

In addition to providing the tourism information service, the Guild will continue to pay all of the utility costs of the building, coordinate the Electronics Recycling Program and either organize or partner with others to organize a lengthy list of cultural activities, events and programs.

Within the MOU, the Town is expected to appoint someone to act as an ex-officio resource and liaison to the TDCG Board of Directors. It has proven an effective way of ensuring good communication between the Town and partner organizations, and also of providing appropriate assistance with governance and other board functions. For the past cycle this role has been filled by the Director of Recreation, Culture & Parks, which is recommended to be renewed for the term of the proposed MOU.

Optional Considerations

Option 1 (recommended) Council adopts the MOU as proposed. No change to the resolution is required.

Option 2: Council could require a change in the term of the agreement to one year in order to reassess the relationship and funding level over the next year. The resolution would need to be amended to read “*AND THAT Council authorize the Mayor and Clerk to sign a Memorandum of Understanding with the Craft Guild for 2019.*”

Option 3: Council could appoint a different person to the role of ex-officio liaison. The resolution would need to be amended to reflect that change.

FINANCIAL IMPACT/FUNDING SOURCE

There has been a significant impact on the revenue generating operations of the TDCG due to an Unsafe Building Order (UBO) halting use of the basement for programming which was issued at the end of October 2018. Reflecting both the impact of that order on TDCG revenues and the considerable capital expenditures required during 2019 to address the UBO, staff does not recommend a change to the 2018 payment of \$40,000 for 2019.

The proposed \$40,000 payment is included in the draft 2019 Operating Budget, and is funded through taxation. If the MOU is approved as drafted, the amounts for 2020 and beyond will increase each year based on the annual rate of inflation in Ontario as established by the Consumer Price Index (CPI).

The 2019 RCP work plan includes the development and implementation of a significant capital fundraising program (\$1,000,000) to support capital maintenance at the Town’s heritage buildings, specifically the Station Arts Centre and the Annandale National Historic Site. The TDCG will be expected to play a large role in the success of that fundraising program.

COMMUNITY STRATEGIC PLAN (CSP) IMPACT

1. Excellence in Local Government
 - Demonstrate strong leadership in Town initiatives
 - Streamline communication and effectively collaborate within local government
 - Demonstrate accountability

2. Economic Sustainability
 - Support new and existing businesses and provide a variety of employment opportunities
 - Provide diverse retail services in the downtown core
 - Provide appropriate education and training opportunities in line with Tillsonburg’s economy

3. Demographic Balance
 - Make Tillsonburg an attractive place to live for youth and young professionals
 - Provide opportunities for families to thrive
 - Support the aging population and an active senior citizenship

4. Culture and Community

- Promote Tillsonburg as a unique and welcoming community
- Provide a variety of leisure and cultural opportunities to suit all interests
- Improve mobility and promote environmentally sustainable living

Report Approval Details

Document Title:	RCP 19-05 - Tillsonburg District Craft Guild Memorandum of Understanding Renewal.docx
Attachments:	- TDCG MOU 2019-2022.DRAFT.pdf
Final Approval Date:	Jan 23, 2019

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



David Calder - Jan 23, 2019 - 8:58 AM

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 _____, 2019

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;

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 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 desk that can provide 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 include:

- 2.2.1. Financial support for operational costs of providing arts and 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 \$40,000 in 2019. In 2020 and beyond, the amount will increase annually 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 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;
 - c) Sidewalk maintenance; and
 - d) Mechanical systems such as electrical and plumbing, heating and air conditioning systems.
- 3.1.5. Maintain the parkette surrounding the Caboose adjacent to the property at 41 Bridge St. West.
- 3.1.6. Appoint an ex-officio liaison between the Town and the TDGC for the duration of this Memorandum.

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.
- 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) Shunpikers Tour;
 - b) Oxford Car Rally;
 - c) Oxford Cheese Month;
 - d) Participation on the Cultural, Heritage & Special Awards Advisory Committee;
 - e) Oxford Creative Connections; and
 - f) Woodstock Art Gallery (Visual Elements Juried Exhibit).
- 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, alarm monitoring, 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 St. W. 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 an submit financial statements prepared by an accountant 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, ie. 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. 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 for the duration of the term of Council unless terminated as provided for under the subsequent section.
- 7.2. For the period of time between the end of 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 Memorandum 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

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: Donna Wilson

Title: 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 was instrumental in providing programming support in the following activities in 2018:


- Family Day
- Kids Camp/PA Day activities
- Farmers Market (May to November)
- Oxford Studio Tour
- Doors Open Oxford
- Tillsonburg Garden Tour
- Turtlefest/Creative Imaginations
- Canada Day Pancake Breakfast
- Summer Camps
- Week of Remembrance
- Christmas Tour of Homes
- Help Portrait
- Trivia Night
- Sip, Swirl, Swallow (Local Wines & Cheeses)
- Holiday Arts Market

Schedule B

Assignment of Responsibilities with respect to Buildings, Maintenance, Repairs, and Contracts

Town Responsibilities	Station Responsibilities
<ol style="list-style-type: none"> 1. Bricks and Mortar-Structural-exterior-roof, foundation, courtyard 2. Snow Removal 3. Lawn maintenance 4. Sidewalk maintenance 5. Utility repair and replacement-HVAC, electrical, plumbing 6. Any audits for security, utilities, structure 7. Present upgrades/repairs/alterations to Town Council for consideration. 8. Liaison with the Station for Station Board meetings and presentations to Town. 9. Pre-existing contracts for service & repair contractors by the Station will be honoured by the Town so long as they have WSIB and insurance (i. e. D&B ClimateCare, ADT) 10. ADT: Agents of the Town (owner) are emergency contacts after Guild contacts. 11. Manager of Parks & Facilities and Facilities Supervisor have security access to the Red Station and ADT panel. 12. Manager of Parks & Facilities will have key to main door should Red Station entry fail. 	<ol style="list-style-type: none"> 1. Interior aesthetics 2. Painting interiors 3. Utility costs 4. Monitored security and smoke alarm system 5. Janitorial requirements 6. Contact Manager of Parks & Facilities in emergencies with structure, HVAC, electrical, plumbing 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. 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. 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 & Facilities as operational repairs. 10. Amounts over \$5000 must go to Town Council for consideration as capital expense.
Process to Commence Work	Process to Commence Work
<ol style="list-style-type: none"> 1. Assess request from Station 2. Emergency-confirm repairs to be done and any preexisting contractors to carry out work 3. Inform Station when work is to 	<p>Call in customer service general line 516-688-3009 or call/email Manager/Supervisor directly at contact information below. i.e. requests for work <u>Email and Call</u> if urgent</p>

<p>commence and the contractor being used</p> <p>4. General request-may use preexisting contractors but still requires quotes</p>	
<p>Town Contacts by priority</p>	<p>TDCG Contacts by priority</p>
<p>1. Manager of Parks & Facilities Corey Hill chill@tillsonburg.ca, 519-688-3009 x4232 (w), 519-808-7727(c)</p> <p>2. Facilities Supervisor Karen Patenaude kpatenaude@tillsonburg.ca 519-688-3009 x 2248 (w) 519-403-6881 (c)</p>	<p>1. Executive Director Deb Beard office@stationarts.ca 519-842-6151(w) 519-983-7378 (c)</p> <p>2. TDCG Treasurer Diane Patenaude - dpatenaude@stationarts.ca</p> <p>3. TDCG President Gale Connor gconnor@stationarts.ca</p>

	Report Title	2018 RCP Departmental Activity Reports
	Report No.	RCP 19-07
	Author	Rick Cox, Director of Recreation, Culture & Parks
	Meeting Type	Council Meeting
	Council Date	January 28, 2019
	Attachments	<ul style="list-style-type: none"> 2018 RCP Q4 Activity Reports

RECOMMENDATION

THAT Council receives Report RCP 19-07 – 2018 RCP Departmental Activity Reports for information.

EXECUTIVE SUMMARY

Attached are activity reports from the Recreation Programs & Services Division, the Culture & Heritage Division and from the Parks & Facilities Division for the last quarter of 2018. These updates are normally provided quarterly for Council's information.

BACKGROUND

Council asked for reporting on the tourism service figures from the Tillsonburg District Craft Guild as per the following criteria:

Category	Criteria for counting
Visitors	Visitors who tour the facility <u>but do not access tourism info</u>
Programs	Adults & children who attend programing like school class visits & workshops <u>but do not access tourism info</u>
Events	Visitors who are attending activities i.e. Farmers Market, Canada Day <u>but do not access tourism info</u>
Tourism & Historical Information Services	Visitors who come into the facility for any reason who access these services
Members & Volunteers	Guild volunteers and members of the Guild who come in for meetings or to update the boutique
Room Rental Visitors	Visitors who are using the facility because they are attending a meeting or private booking <u>but do not access tourism info</u>

The Craft Guild supplied the following data:

	2018																
	Jan	Feb	Mar	Q1	Apr	May	Jun	Q2	Jul	Aug	Sep	Q3	Oct	Nov	Dec	Q4	Total
Visitors and Staff	437	1064	1502	3003	1078	1032	1178	3288	2161	2180	1088	5429	1072	1121	1625	3818	15538
In-house groups	95	141	158	394	142	142	160	444	72	78	159	309	148	154	83	385	1532
Adult classes	16	58	134	208	16	76	141	233	0	0	25	25	197	82	9	288	754
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Room Rentals	256	209	512	977	169	176	77	422	71	58	119	248	145	125	216	486	2133
Electronics Recycling	70	92	101	263	144	156	161	461	186	192	181	559	194	189	215	598	1881
Events	3	45	8	56	33	372	964	1369	545	0	0	545	145	204	70	419	2389
QUARTERLY TOTAL	922	1609	2442	4973	1666	2174	2953	6793	4333	3849	1617	9799	1977	1935	2218	6130	27695
Visitor/tourism inquiries	15	22	17	54	25	32	41	98	128	132	91	351	79	82	32	193	696
NOTE: This number is included in the "Visitors & Staff" total shown above																	

FINANCIAL IMPACT/FUNDING SOURCE

N/A

COMMUNITY STRATEGIC PLAN (CSP) IMPACT

1. Excellence in Local Government
 - Demonstrate strong leadership in Town initiatives
 - Streamline communication and effectively collaborate within local government
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 - Support new and existing businesses and provide a variety of employment opportunities
 - Provide diverse retail services in the downtown core
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3. Demographic Balance
 - Make Tillsonburg an attractive place to live for youth and young professionals
 - Provide opportunities for families to thrive
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4. Culture and Community
 - Promote Tillsonburg as a unique and welcoming community
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 - Improve mobility and promote environmentally sustainable living


Report Approval Details

Document Title:	RCP 19-07 - 2018 RCP Activity Reports.docx
Attachments:	- RCP 19-07 - ATT 00 - 2018 RCP Q4 activity reports.pdf
Final Approval Date:	Jan 23, 2019

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



David Calder - Jan 23, 2019 - 11:37 AM

	Report Title	October - December 2018 Activity Report: Recreation Programs & Services
	Report No.	RCP 19-07
	Author	Rick Cox, Director of Recreation, Culture & Parks
	Meeting Type	Council Meeting
	Council Date	January 28, 2019
	Attachments	

BUSINESS SERVICES TEAM

The Business Services Team is responsible for:

- administration;
- customer service & reception;
- advertising, merchandise & vending sales;
- marketing;
- program registration; and
- facilities bookings & rentals

Administration

Legend RMS continues to be the main focus of the Business Services Team. It is now 8 months into the software use. Several issues have not been completely resolved yet or staff has found a “work around.” These include financial concerns with refunds and credits, inability in registering for “day of” courses, resource booking after midnight and scheduling payments to name a few. Additional training in Reporting through Legend software is needed to create and develop quarterly reports specific to different program areas. This involves selecting proper data sets and filters. Training has been scheduled for January 2019.

The Fee Assisted Recreation Experiences (F.A.R.E.) program had 69 families enrolled. The bus trips are very popular with many family members as a means to experience the theatre and ball parks. Currently there is less than \$1,000 funding available.

The Business Services team was short one full-time person from Labour Day to mid-December due to a disability leave, but the role was not backfilled. The remaining staff, supplemented with assistance from other areas, was able to maintain most regular functions but some planning tasks and quarterly administration tasks were not completed.

Programs & Facilities

Tillsonburg First Baptist Church has continued with their Sunday services here at the community centre. The Church uses the Auditorium, Rotary Room and Marwood Lounge each Sunday morning.

TMHI hosted two tournaments in the fall – Rep tournament October 19-21 with teams traveling from West Grey, Kincardine, Mitchell, Huntsville and Saugeen Shores to name a few. The A/E tournament November 2-4 saw teams from Ilderton, Wallaceburg, Saugeen Shores, Fort Erie and South Huron. The John McKay skating competition was cancelled this year. This is the first time since 2008 that the competition will not be held.

Meetings were held in November with seasonal ballfield users and seasonal ice users to provide updates and review issues.

Sales & Services

The winter guide advertising revenue is \$3,430 compared to \$ 3,403 in 2017. Winter guide programming did not match the report from Legend, and the team is working out a better monitoring system. December concert/dinner event was cancelled due to poor ticket sales, despite radio, newspaper, social media and poster advertising. The planned 2019 concert series events will be reviewed for viability and stronger selling strategy.

The mini-pad rink board advertising program was prepared for sale. Several leads were pursued but so far there has been no success in landing any advertising in this location.

Other activities included finalizing a draft for an overarching volunteer policy, updating the Municipal Alcohol Policy and sending out RFQs for recreation guide publishing. The Canada Day fireworks RFQ was issued and closed with the contract was awarded to GFA Pyro. Significant assistance was provided to the Clerk's department including assisting with the election, with organizing the volunteer recognition event, the joint accessibility group annual meeting and the Council Inauguration event. Guide advertising was sold for amount of \$3,429.96. The Commissioner of Oaths designation was obtained to support the Clerk's office and a SmartServe certification.

Looking Ahead To The Next Quarter

Administration

Continued work with Finance staff and Legend technicians to implement the required process and software changes, along with completing the 2018 year-end reporting will be the main focus for Q1 2019.

Programs and Facilities

Several tournaments are confirmed for the upcoming quarter: Tyke Tournament – January 12 & 13; NRL Game and Bunnyfest – January 19; Tillsonburg Old Timers Hockey Tournament – February 1-3; TMHI Girls Tournament – February 22-24; Max Partlo Memorial Tournament – March 1-3; TMHI Local League Tournament – March 22-24; Western Region Ringette Regionals – March 29 – 31; Skating Club Year End Show – March 30.

There are two concerts in the Tillsonburg Concert Series (Feb 14 & March 23) and Family Day in Tillsonburg will be held on February 18.

Sales and Services

The focus will be on updating event policy and event development internally and externally, and the production of the Spring/Summer Recreation Guide; Other activities will include Excel and Legend software training; website and Facebook maintenance and a monthly departmental newsletter.

AQUATICS TEAM

The Aquatics Team is responsible for:

- swimming instruction;
- indoor pool lifeguards;
- waterpark lifeguards;
- aquafit programming;
- drowning prevention outreach programming;
- lifeguard competition and synchronized swimming teams.

Lifeguard University New Staff

The new personnel obtained through the Lifeguard University have proven to be an excellent investment for the Aquatics Department. Replacements and staffing hours are easily covered by the full complement of eager staff. They are a young learning staff but are progressing well and we are looking forward to a productive summer.

Indoor Pool Special Events

During the final quarter we have had the pleasure of having a multiple visits by Glendale High School Students. Over 100 students have experienced Aqua Cycling, Aqua Jogging and swimming at the Indoor Pool. The successful Royal LePage rental was once again well attended by 580 Tillsonburg Students. The indoor pool was enjoyed by 400 eager swimmers and we were thrilled to see how well our admission standards work as there was not one rescue. On November 24th our fundraising event for the Lifesaving Society's Drowning Prevention Campaign raised \$1100. There were 10 participants in total and four made it the entire 8 hours!

Needs Assessment Staff Input

On November 12, 2018 experienced Aquatic Staff came together to provide input into the future of Aquatics in Tillsonburg. Monteith Brown Planning Consultants presented questions to gain the staff in attendance unique perspective. Staff feedback was provided regarding facility design and programming concerns and wishes. Staff are honoured to have been included in the process and are very excited to see what the future holds for Aquatics in Tillsonburg

Looking Ahead To Next Quarter

Swim to Survive

The Swim to Survive program for Grade 3 Students is back again this year with partial funding being provided by the Lifesaving Society's Drowning Prevention Campaign. All Tillsonburg schools will be attending as well as Port Burwell, Emily Stowe, South Dorchester and McGregor Schools.

Spring/Summer Planning

The brochure is already underway and will be submitted mid-January. Summer recruitment has been eliminated with our current compliment of staff staying with us for the entire year. This has freed up staffing time to allow our department more time for creative marketing planning for Spring and Summer.

Legend Training

Training will be provided January 21, 22, and 23 by Legend Developers. We are organizing our concerns and hopes that this training will provide us with the needed tools to support our programming needs.

PROGRAMS TEAM

The Programs Team is responsible for:

- Dry-land fitness instruction;
- Health club operations;
- Adult co-ed sport league programming;
- Youth sport programming; and
- Summer camp programming.

Youth Programming:

Youth Programs had 69 registrations for the quarter, with minimal programs cancelled. Youth Basketball and Volleyball have proved to be popular sports among youth participants. PA Day camps have not reached the registration numbers of past years, causing us to cancel our November camp. The current PA Day Camp program is due for a review to explore potential changes going forward.

Adult Programming

The *Walter's Family Christmas* and *Oh Canada Eh?* bus trips both operated at full capacity, with 55 participants taking part. Volleyball Leagues operated at 87.5% capacity, with 14 of 16 teams registered. Drop-In Fitness attendance was down 18% compared to 2017. Looking at the entire year, 2018 classes operated at 97% of 2017. Only Yoga ran during the summer, no Fitness; rebuilding the participant base was a main focus of Q4.


Health Club

Health Club memberships remain steady with 464 members (304 on monthly terms, 160 with vouchers). Attendance in the Health Club was up 12% from the last quarter. The new PAYG single visit option has been a new source of revenue for the Health Club. This is despite not having the semi-annual membership sale in November that was held in the past 2 years. Compared to the last quarter, the membership base has grown slightly, at a 3% increase. Although attendance was up from the last quarter, compared to Q4 of 2017, Health Club attendance was down 15%. This also relates to a slightly larger membership base, but overall usage of the Health Club is lower than expected.

Looking Ahead To The Next Quarter

Spring/Summer programs have been entered into Legend ready for the next Recreation Guide. Building off of strong numbers for dance/gymnastics, and KidProof Babysitting, additional courses have been added for the spring session.

A large focus for Q1 2019 will be rolling out the pilot program as part of the grant funding project to get people using the new private fitness studio.

	Report Title	October – December 2018 Activity Report Culture & Heritage
	Report No.	RCP 19-07
	Author	Patricia Phelps, Culture & Heritage Manager/Curator
	Meeting Type	Council Meeting
	Council Date	January 28, 2019
	Attachments	ANHS 2019 CALENDAR OF EXHIBITS & EVENTS

ACTIVITY REPORT OCTOBER TO DECEMBER 2018

Traditionally the fourth quarter of the year is a very active quarter for the museum and 2018 proved to be no exception. The busy Christmas season, which begins in early November, once again brought visitors from both the local community and Southwestern Ontario. The educational program offered during the quarter saw an increase in attendance over 2017 with 32 school classes visiting during the final month of the quarter. All other planned exhibits, events and programs were successfully completed.

ATTENDANCE UPDATE

Attendance figures in the fourth quarter saw a 12% increase over fourth quarter numbers of the previous year. This increase can be attributed to higher visitation during the Christmas Season from both general visitors and school groups. Unfortunately, these higher numbers did not result in enough of an increase to counteract the loss visitation experienced due to the unexpected closure of the museum in the first quarter of this year. As a result the museum saw an overall decrease in annual attendance for 2018. It should be noted that 2017 was an exceptional attendance year for the museum as programming, exhibits and events centered on the celebration of Canada 150. The first public showing of the Hevenor Collection of Canadian Art had a marked impact on visitation for 2017. When visitation is compared to 2016, a more typical year, the 2018 decrease in attendance figures is minimal and explainable due to the January closure.

	2016					2017					2018				
	Q1	Q2	Q3	Q4	YTD	Q1	Q2	Q3	Q4	YTD	Q1	Q2	Q3	Q4	YTD
Admissions	279	561	509	871	2220	311	934	912	404	2561	192	533	522	612	1859
Programs	10	41	507	535	1093	27	290	341	618	1276	21	91	15	765	892
Events	343	933	2523	468	4267	288	1000	2867	553	4708	235	912	2624	446	4217
Tourism & Historical Information Services	293	384	402	264	1343	302	436	373	253	1364	164	323	452	289	1228
Members & Volunteers	480	581	424	638	2123	455	537	517	656	2165	365	548	381	655	1949
Room Rental Visitors	418	320	109	301	1148	398	247	240	238	1123	183	288	349	268	1088
QUARTERLY TOTAL	1823	2820	4474	3077	12194	1781	3444	5250	2722	13197	1160	2695	4343	3035	11,233

2018 BUSINESS PLAN

The fourth quarter saw the final two exhibits hosted in the Pratt Gallery for the year. **“Life in Miniature”** was an exhibit of over 100 works of art created by members of Oxford Creative Connections Incorporated. Members were challenged to create work that measured no larger than 12”x14”. The exhibit was curated and installed by OCCI staff and all works were for sale. Seventeen pieces sold during the show with \$255.80 in commission from these sales being deposited in the Annandale Trust. The partnership between OCCI and the museum continues to be a positive one as 2018 saw a total of \$984.80 deposited into the Trust account from commission on sales from both the exhibit and the permanent OCCI Corner Gallery. The final exhibit of the year proved extremely popular with all who attended, bringing back childhood memories to many. **“Batteries Not Included”** featured over 100 battery operated toys and games from 1950 to the present day. The entire exhibit was borrowed from area museums and collectors, as well as, from the basements and attics of museum volunteers. The museum has no battery operated toys in its permanent collection, hence the need to borrow these items. As previously noted 32 school classes participated in the educational program offered in conjunction with the exhibit. The classes came from Annandale Public School, Westfield Public School and St. Joseph’s Catholic School ranging in grade level between kindergarten and grade eight.

The adult program **“Victory: Tillsonburg in 1917 – Lunch & Lean”** was offered in October and marked the final program in **the Oxford Remembers – Oxford’s Own World War One 100th Anniversary Commemorative Project**. Also hosted in October was the **Harvest Pie Social**. Both programs were well attended.

The quarter saw delivery of mugs which were the last new souvenirs purchased by the museum in 2018. In total totes and mugs both showcasing the museum’s logo, were produced for sale along with 5 different sets of historic postcards. A special limited edition souvenir Charcuterie Board for the museum’s 45th Anniversary was also produced. Crafted by **Ottercreek Woodworks**, only 45 boards were commissioned using salvaged wood from a Lake Lisgar Maple. Each board was numbered and marked with a special 45th Anniversary logo. All forty-five boards were purchased.

The annual decorating of Annandale House to create **“Christmas at Annandale”** was completed during the quarter by over 30 community volunteers.

The Collection & Exhibit Specialist continued to work on both the backlog of cataloging and the accessioning of new items into the permanent collection. In the fourth quarter 9 new donations were accepted and processed. These donations consisted of **28 items** ranging from photographs and documents to textiles including a 1920 Wedding dress, a 1880’s shawl from the Ostrander family and an F.B. Tillson pottery jug. In total 41 separate donors made donations to the museum in 2018 adding 246 objects of historical and cultural importance to Tillsonburg to the permanent collection. Of special note is a series of photographs taken around Tillsonburg in 1959 and a 1890’s souvenir plate featuring an image of the Town Hall, as well as photographs and a commemorative plaque from the 1960’s Annandale High school Football team.

As stated in previous reports, volunteers, under the direction of the Collection & Exhibit Specialist, continue to add collection records to the museum’s computer data base and to scan the museum’s photographic collection into digital formats. This is an on-going project is making headway, but will still take several years to complete as the museum has written paper records on 18,000+ items in the collection which need to be added to the computerized system.

ANNANDALE NATIONAL HISTORIC SITE 2019 CALENDAR OF EXHIBITS & EVENTS

EXHIBITS IN THE PRATT GALLERY

- Feb 3 to April 28 - Call the Doctor : History of Medicine in Tillsonburg
- May 26 to Aug. 11 – Hello Dolly : Exhibit highlighting the museum’s doll collection
- Aug. 25 to Sept. 29 - Those Crazy Quilts: Exhibition featuring Crazy Quilts
- Oct. 2 to Nov. 3 – OCCI Life in Miniature Art Show II
- Nov. 22 to Jan. 5, 2020 - From Candy Canes to Snow Covered Lanes: Exhibit examining the evolution of the Christmas card from postcards to e-cards.

EXHIBIT OPENINGS

Everyone is invited to the Exhibition Openings in the Pratt Gallery

*Admission by Donation * Light refreshments in the OCCI Corner Gallery*

- Sunday, February 3 – 2 pm
- Sunday, May 26 – 2 pm
- Sunday, August 25 – 2 pm
- Thursday, October 3 – 7 pm
- Friday, November 22 – 7pm

HOLIDAY EVENTS & FESTIVALS

Tour Annandale NHS and join the fun on the Lawn

Admission by Donation

- Jan. 6, – Mayor’s Annual Levee – 2pm
- Feb. 18 – Family Day Fun at the Museum – 10 am
- June 15 – Turtlefest – 10 am
- July 1 – Canada Day Open House & Fun Fair - 12 pm
- August 10 – Dolly & Teddy Bear Family Picnic – 12 pm
- Nov. 22 – 24 – Christmas Open House Weekend – call for times

WORKSHOPS & BUS TRIPS

Hop on the bus for a fun day away or learn a new skill at a workshop

- Feb. 14 – Spring Floral Workshop
- March 15 – Bus Trip to Canada Blooms
- April 18 – Easter Card Workshop
- June 21 – Summer River Cruise Bus Trip
- Sept. 26 – Fall Craft Brewery Bus Trip
- Oct. 10 – Autumn Floral Workshop
- Dec. 5 – Christmas Ornament Workshop

LUNCH & LEARN SERIES

A four-part series of catered lunches and historical talks

Offered twice a week on either Thursday or Friday – 12 noon to 2 pm

*Limited seating * Advanced tickets only * Cost: \$25.00 each or \$80.00 for a series pass*

- Feb. 21 & 22 : Tillsonburg’s Architectural Treasures – Lecture by Laurel Beechey
- Mar. 28 & 29: Buggies & Tin Lizzies; the story of Waller’s Carriage Works & Mabee’s Garage – Lecture by Patricia Phelps
- Apr. 25 & 26: When Tobacco was King- Lecture by Paul E. Allen
- May 30 & 31: Full Steam Ahead; History of Early Railroads in Tillsonburg – Lecture by Joan Weston

SOCIAL TEAS & LUNCHEONS


Socialize with friends and neighbours at the museum

- Mar 8 –International Women’s Day Social Tea – 2pm
- May 24 – Queen Victoria Social Tea – 2pm
- Sept. 13 – Crazy Quilter’s Social Tea – 2pm
- Oct. 25 – Welcome Home Luncheon - Tillsonburg 1919 – 12pm
- Nov. 1 – Thirty & Fabulous Anniversary Luncheon – 12pm
- Dec 20 – Poinsettia Social Tea – 2pm

POWER POINT PRESENTATION SERIES

*A series of power point presentations and interesting talks that showcase the museum’s amazing collection
Offered on Wednesday afternoons at 2:00pm*

- **CALL THE DOCTOR**
 - Feb. 06– Dr. Bennett
 - Feb. 13 – Dr. Joy
 - Feb. 20 – Dr. Alexander
 - Feb 27 – Dr. Rankin
 - Mar. 6 – Dr. Weston
- **BREAKING NEWS – NOT FAKE NEWS**
 - Mar. 13 – Tillsonburg Observer 1869
 - Apr. 10 – Tillsonburg Observer 1879
 - May 8 – Tillsonburg Observer 1889
 - Jun 12 – Tillsonburg Observer 1899
- **SAY CHEESE – FAVOURITE PHOTOS FROM THE COLLECTION**
 - Sept. 18 – Business & Industry
 - Sept. 25 – Sports & Leisure
 - Oct. 2 – People & Pets
 - Oct. 9 – School Days
 - Oct. 16 – Street Views

	Report Title	October - December 2018 2018 Activity Report Parks, Cemetery & Facilities
	Report No.	RCP 19-07
	Author	Corey Hill, Manager of Parks & Facilities
	Meeting Type	Council Meeting
	Council Date	January 28, 2019
	Attachments	

ACTIVITY REPORT (Oct - Dec 2018)

SPECIAL EVENTS

New Year's Eve – Facilities staff were tasked with many extra duties to prepare for and clean up from the New Year's Eve event.

Hockey Tournaments - There were multiple hockey tournaments at the Complex that required facilities staff to perform a variety of set-up tasks as well as clean up.

Mayor's Volunteer Appreciation Dinner – Large set-up in Auditorium for high visibility event including clean-up was completed by facilities staff.

Clock Tower – Facilities staff & Leadership assisted in the Reembrace Day celebration by turning the lights at the Clock Tower red as well as ringing the bell 100 times. In addition, the Clock Tower lighting was turned green and red for the Christmas season.

CAPITAL PROJECTS

Playgrounds - Swing sets were replaced at Optimist Park, Coronation Park, Trottier Park, West Mount Park, Glendale Park & Optimist Park (7 new sets in total). This scope included removal of the older sets, site excavation/preparation, installation & backfilling with playground fibre mulch.

Energy Retrofit – Arena Refrigeration Plant project work continued throughout Q4. This work focused on setting up the heat recovery functionality as well as tying in the outdoor pad for operations. This is a labour intensive project with numerous planning and logistical challenges. The Facilities Chief Operator and Director of RCP have been integral to the project. Plant programming and commissioning to occur in 2019 Q1

Museum Porch - The repair of the servant's porch at the Museum was substantially completed. The slate roofing & painting will be completed in Q1/Q2 of 2019.

Public Works – Fleet LED Conversion – The project was awarded and work commenced. Substantial completion expected in early 2019 Q1

Public Works – Fleet Pit Repairs – Work was procured and awarded to 2 separate contractors for the concrete repair as well as the metal fabrication. Work to commence in 2019 Q1 following completion of the LED project.

Community Centre – Meeting Tables & Chairs – New tables and chairs were procured, ordered and received.

OPP Sally Port Door Replacement – Based on pre-budget approval, commenced procurement process for replacement of the sally port overhead doors, controllers and related equipment.

FACILITIES TEAM ACHIEVEMENTS

Facility Repairs – The Facilities team facilitated and completed numerous repairs at all Town facilities.

Facility Events – Multiple events/meetings set-ups and clean-ups

Staffing – Multiple recruitment process were completed resulting in hiring 2 PT Facilities Attendants, 1 FT Facilities Operator II and a PT Facility Operator I. Recruitment for additional PT staff will be ongoing into Q1 2019.

ACRs – Facilities staff received 140 requests for services within Q4.

Housekeeping Contracts – Facilities facilitated the procurement, award and implementation plan for the new contracts for the Tillsonburg Community Centre, Public Works, Fire Hall, Customer Service Centre, Annandale National Historic Site, OPP and the Corporate Offices. The new contracts will commence in Q1 2019.

LLWP – End of season maintenance and winterizing completed.

Station Arts – Facilities Leadership worked towards compliance with building orders regarding interconnected fire detection, CO monitoring and exit signage. In addition, updated evacuation maps were created and posted onsite. Continued work towards full code compliance will commence into Q1 of 2019 contingent on budget approvals.

J.L. Scott McLean Outdoor Recreational Pad – Facilities staff have been very involved in the final stages of the outdoor pad and required connections to the refrigeration plant. Many hours have been spent preparing operational plans, testing equipment and configuring settings in preparations for expected 2019 Q1 operations.

PARKS & CEMETERY ACHIEVEMENTS

Staffing – Parks & Cemetery/LEO staff transitioned to Roads for winter operations. New FT Parks & Cemetery Operator I/LEO & Operator I were hired.

Irrigation Winterized - The irrigation systems at the Kiwanis & hardball diamonds, Oxford & Broadway parkette, the OPP station, CSC, Cemetery, Museum & Works Dept were all shutdown and winterized.

Grass cutting – The contract for grass cutting ended.

Trails - The final grade and inspections of the Tillsonburg Trails was completed.

Memorial Trees - The fall memorial trees plantings were completed. These plantings occurred in Memorial Park & Participark.

Fall Clean-Up – Town parks were cleaned up/leaves mulched in preparation for winter months. This process was disrupted due to equipment maintenance issues.

BIA Benches - The BIA benches were removed from the downtown and taken to storage for the winter.

Tree Removals - Parks staff oversaw the continued removal of multiple trees throughout Q4.

Toboggan Hill - The toboggan hill was setup complete with ropes, signs and straw bales.

Winter Wreath Campaign – The Cemetery team oversaw the commencement of the winter wreath campaign.

Baseball Fields – Playing fields were edged, aerated & fertilized.

Beautification Clean-up – Flower urns were removed from Broadway and enhanced beautification sites were cleaned-up and prepped for winter.

Cemetery Foundations – Fall foundation work was completed.

Snow Removal – Commenced winter operations specifically snow removal for the Cemetery, Elliot Fairbairn, Station Arts, the Complex, the Museum and the laneway to the Soccer Park.

Graffiti Removal – There has been a significant increase in graffiti removal specifically in the memorial park area. New equipment for this purpose has proved very effective.

Looking ahead to 2019 Q1

- Energy Retrofit project completion & commissioning
- Commence operations of the J.L.McLean Outdoor Recreation Pad
- Continuing to remove snow and salt facility parking lots as needed

- Award and commence the replacement of the OPP sally port doors and controllers
- Define scope of work and tender for multiple capital projects contingent on 2019 budget approval
- Prepare the specifications and procure for new grass cutting contracts (existing contracts expired in 2018)
- Preparations for Spring Flower Campaign at the Cemetery
- Recruit and hire additional PT Facilities Attendants
- Upgrades to OPP sprinkler system (operational budget)
- Museum Porch slate & painting completion (possibly Q2 based on weather)
- Fleet LED completion
- Fleet pit repairs completion
- New Housekeeping contracts to commence Jan 2, 2019
- Additional Station Arts code compliance work to be procured, awarded and commenced contingent on budget approvals
- Continued graffiti removal
- Ongoing maintenance of the toboggan hill
- Continuing to remove snow and salt facility parking lots as needed
- Preparations for Spring Flower Campaign at the Cemetery



**Heritage, Beautification and
Cemetery Advisory Committee**

January 10, 2019

9:00 a.m.

Suite 203, 200 Broadway, 2nd Floor

MINUTES

Present:

Robert Marsden, Penny Esseltine, Christine Nagy, Sue Saelens, Marian Smith, Maurice Verhoeve, Paul Wareing, Ken Butcher, Paul DeCloet.

Absent with Regrets:

Reg Butcher.

Also Present:

Corey Hill, Amelia Jaggard

1. Call to Order

The meeting was called to order at 9:00 a.m.

2. Adoption of Agenda

Resolution #1

Moved By: Marian Smith

Seconded By: Sue Saelens

THAT the Agenda as prepared for the Heritage, Beautification & Cemetery Advisory Committee meeting of January 10, 2019, be adopted.

Carried

3. Disclosures of Pecuniary Interest and the General Nature Thereof

There were no disclosures of pecuniary interest declared.

4. Adoption of Minutes of Previous Meeting

Proposed Resolution #2

Moved By: Christine Nagy

Seconded By: Sue Saelens

THAT the Heritage, Beautification & Cemetery Advisory Committee Meeting Minutes of December 6, 2018, be approved.

Carried

5. General Business & Reports

5.1. Century Plaque Program – Update

Paul Wareing's Century Plaque Program Application was received and approved by the Clerk's office.

5.2. Beautification Budget

Corey Hill provided an update regarding 2019 beautification budget requests. Last year's beautification budget was supplemented by a one-time grant funding of \$20,000 which will not be available in 2019. Staff are proposing the same budget as the prior year.

The garden at the skate park proved futile in 2018. The funds used at the skate park will be allocated to a garden at the dog park.

Christine Nagy is making a delegation to Council on January 14, 2019 to provide information on the Tillsonburg Horticultural Society.

5.3. Cemetery Operations

Council went on a Tour of Town Facilities and Infrastructure on Wednesday, January 9, 2019. Some Councillors shared negative comments regarding the maintenance of the cemetery.

6. Adjournment

Resolution #3

Moved By: Ken Butcher

Seconded By: Marian Smith

THAT the January 10, 2019 Heritage, Beautification & Cemetery Advisory
Committee meeting be adjourned at 9:18 a.m.

Carried

TILLSONBURG BIA

ANNUAL GENERAL MEETING

Carriage Hall, 25 Brock St. W., Tillsonburg, ON

Wednesday, January 16, 2019 – 7:00 p.m.

MINUTES

Present: D. Rushton, D. Scanlan, K. Yorke, S. Shoemaker, M. Tedesco, M. Christiaens, L. Oliveira, C. Appleton, L. Arnold, D. Covey, L. Covey, P. Luciani, D. Rasokas, C. Tomico, M. Renaud, K. Slattery, P. Esseltine, C. Pepper, M. Rosehart

Regrets: W. Cameron, J. Scott, Councillor D. Gilvesy

1. CALL TO ORDER: C. Tomico, Chair called the meeting to order at 7:00 p.m. The Chair also then confirmed that there was a quorum present to continue the meeting.
2. DECLARATION OF PECUNIARY INTEREST: None.
3. WELCOME and INTRODUCTION: C. Tomico introduced the new Executive Director, Mark Renaud and new Events & Marketing Co-ordinator, Karlee Slattery. C. Tomico welcomed everyone to the meeting and thanked them for their attendance.
4. **MOTION:** *Moved by D. Rasokas; Seconded by M. Tedesco and resolved that the agenda as prepared for the Annual General Meeting of the Tillsonburg BIA dated Wednesday, January 16th, 2019 be ADOPTED*

CARRIED

5. **MOTION: Moved by M. Rosehart; Seconded by M. Christiaens and resolved that the minutes as prepared for the BIA Board of Management AGM of March 27th, 2018 be APPROVED**

CARRIED

6. CHAIR'S REPORT: C. Tomico delivered a PowerPoint presentation on the 2018 year in review; 2019 plan; 2019 beautifications; 2019 strategic imperatives; 2019 priorities and what direction the BIA is taking moving forward. P. Esseltine spoke to clarify the Town of Tillsonburg involvement and budgetary contributions to the BIA beautification in conjunction with the Tillsonburg Horticultural Society. C. Tomico spoke about the town debenturing the heritage streetlight installation which will impact 2019 financials. There were a few comments made by the membership regarding the new LED light fixtures casting a different colour and amount of light. C. Pepper commented that there was a proper engineering analysis which took place to confirm that the lighting was in fact in accordance with provincial standards. P. Esseltine also spoke about a connection with Fanshawe College and that she had the contact information and documentation. The ED will meet with P. Esseltine to review and follow-up with this. There was a brief discussion on re-constituting and re-implementing the "clean streets" program with Community Living. There were a couple of positive comments made about the new heritage streetlights that were recently installed. The Chair discussed the addition and importance of the new Events and Marketing Co-ordinator and their focus with new website development and work with specific events including the Turtlefest Block Party for 2019. The Chair reviewed a number of items that both the ED and EMC will be working on in the first quarter of 2019. There was also discussion of a retail recruitment strategy and newly revised MOU between the BIA Board of Management and Town of Tillsonburg being finalized and implemented in 2019. The ED commented that the Chair and ED had already met with CAO Calder to get this ball rolling forward.

7. TREASURER'S REPORT: D. Rasokas presented the 2018 financial year-in-review; answered questions from group; spoke about surplus resulting from no ED in place from April to November; highlighted FIP status and town contribution in 2018. There was a general discussion of the large amount of surplus funds on hand and on deposit at First Ontario Credit Union. There was a motion brought forward to invest a portion of said surplus funds and to allocate the remainder of surplus funds to reserves to cover off any future liabilities relating to tax appeals. The Treasurer spoke about the interest rate of 3.25% being offered to the BIA for the GIC's which is an excellent rate of return. The ED also commented First Ontario is providing us with this high rate even though the funds are already on deposit at the credit union. Normally the 3.25% rate would only be available to "new monies" brought in from another financial institution. The ED commented that First Ontario has been excellent to deal with. There was also a discussion about the importance of budgeting for any tax liabilities in the future that could have a materially negative impact to BIA finances and why there was a contingency established for this in the new budget. The ED commented that as at 12/31/2018; there was approximately \$238,000 in the BIA bank accounts at First Ontario Credit Union.

MOTION: Moved by D. Rasokas and Seconded by M. Rosehart and resolved that \$65,000 be transferred from the BIA bank accounts at First Ontario Credit Union to First Ontario GIC's with a term date not to exceed 24 months.

CARRIED

MOTION: Moved by D. Rasokas and Seconded by L. Arnold and resolved that Good, Redden, Klosler LLP be appointed as the auditor for the BIA Board of Management until the next AGM.

CARRIED

8. 2019 Budget: D. Rasokas spoke about the 2019 budget document and there was a general discussion and some questions from the floor. D. Rasokas explained the major changes from both the 2018 budget, 2018 actuals and 2019 proposed budget. The operating expenses including labour costs are significantly higher due to having a new ED in place for the entire 2019 year and also the addition of the contract Events and Marketing Co-ordinator contractor for all of 2019 as well. There was also discussion of the impact of the debenture for payment of the heritage streetlights which were installed in December of 2018. There was also a discussion of heightened investment in both beautifications and marketing programs for 2019. The Treasurer also made comment about why the marketing expenses are significantly higher than 2018 actuals and again it was discussed that due to not having an ED in place from end the end of March until December 3rd; that there was no planning and execution of normally planned for events like the Christmas Crawl promotion. With new resources in place for all of 2019 there will be a great deal more programs and promotions implemented and executed.

MOTION: Moved by M. Tedesco and Seconded by P. Esseltine and resolved that the 2019 BIA Board of Management budget be adopted as presented.

CARRIED

9. NOMINATIONS FOR AND APPOINTMENT OF THE 2019-2023 BOARD OF MANAGEMENT. The Chair opened the floor to nominations. There were no new nominations from the floor. Nominations were closed by C. Tomico. The following BIA members confirmed their interest to continue with the board:

C. Tomico; J. Scott; D. Rasokas;

W. Cameron; M. Rosehart and M. Tedesco.

There was a discussion about currently appointed board members who have not expressed an interest in being appointed for the new term. The ED commented that the BIA constitution has an existing clause to deal with board attendance. M. Rosehart commented about the protocol for dealing with board members who were not in attendance at the AGM nor who had expressed an interest in continuing on. P. Esseltine commented that the nominated slate of candidates should only be those who had contacted the BIA and Town and who had continued to express an interest to serve on the board for the new term of council. After this discussion, the following motion was brought forward:

MOTION: Moved by M. Rosehart, and seconded by S. Shoemaker and resolved that C. TOMICO, J. SCOTT, D. RASOKAS, W. CAMERON, M. ROSEHART AND M. TEDESCO are hereby appointed to the BIA Board of Management for the 2019-2013 term and authorization to notify the Clerk of the Town of Tillsonburg for consideration and approval by Municipal Council pursuant to the Town of Tillsonburg appointment bylaw.

CARRIED

10. New business: None.

11. Adjournment: Moved by M. Rosehart that the meeting be adjourned at 8:08 p.m.

THE CORPORATION OF THE
TOWN OF TILLSONBURG
BY-LAW NUMBER 4253

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 'R2-19' the zone symbol of the lands so designated 'R2-19' on Schedule "A" attached hereto.
2. That Section 6.5 to By-Law Number 3295, as amended, is hereby further amended by adding the following at the end thereof:

"7.5.19 LOCATION: NORTH SIDE OF SANDERS CRESCENT, WEST OF DENRICH AVENUE, LOTS 3-8, PLAN 41M-241, R2-19 (KEY MAP 22)

7.5.19.1 Notwithstanding any provisions of this By-Law to the contrary, no *person* shall within any R2-19 zone *use any lot, or erect, alter, or use any building or structure* for any purpose except the following:

all uses permitted in Table 7.1.

7.5.19.2 Notwithstanding any provisions of this By-Law to the contrary, no *person* shall within any R2-19 Zone *use any lot, or erect, alter, or use any building or structure* for any purpose except in accordance with the following provisions:

7.5.19.2.1 LOT COVERAGE
Maximum **45 %**

7.5.19.2.2 REAR YARD DEPTH
Minimum **6.0 m (19.69 ft)**

7.5.19.2.3 FRONT YARD DEPTH
Minimum **6.0 m (19.69 ft)**

7.5.19.2.4 EXTERIOR SIDE YARD WIDTH
Minimum **4.5 m (14.76 ft)**

7.5.19.2.5 PERMITTED PROJECTIONS & ENCROACHMENTS FOR COVERED DECKS, PATIOS & PORCHES

Notwithstanding Table 5.37.1- Permitted Projections into Required Yards, covered decks, patios and porches within any R2-19 Zone may project **3.0 m (9.8 ft)** into any required rear yard. In no circumstance shall the minimum setback between the projection and rear lot line be less than **3.0 m (9.8 ft)**.

7.5.19.3 That all of the provisions of the R2 Zone in Section 7.2 of this By-Law, as amended, shall apply and further, that all other provisions of this By-Law, as amended, that are consistent with the provisions herein shall continue to apply *mutatis mutandis*."

3. This By-Law comes into force in accordance with Sections 34(21) and (30) of the Planning Act, R.S.O. 1990, as amended.

READ a first and second time this 28th day of January, 2019.

READ a third time and finally passed this 28th day of January, 2019.

MAYOR – Stephen Molnar

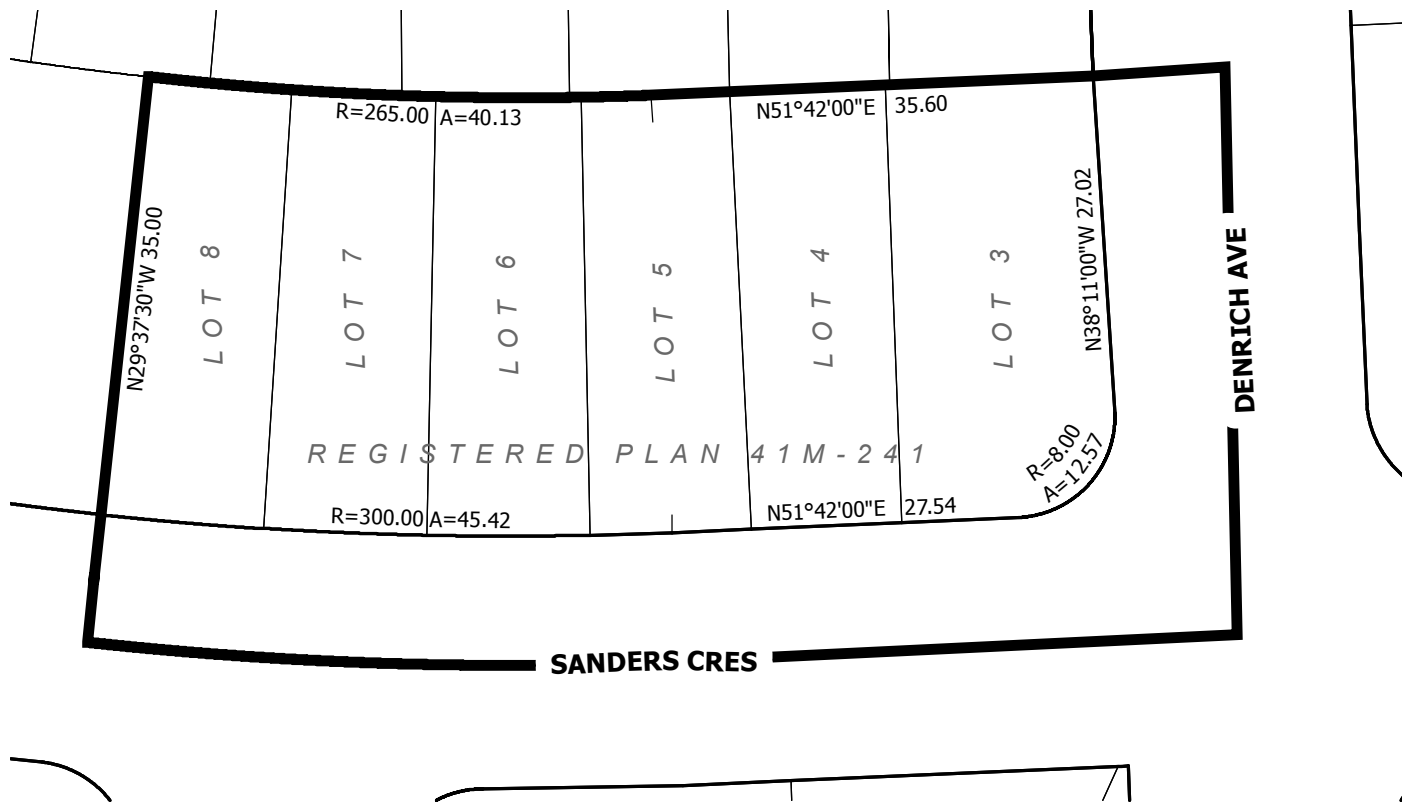
TOWN CLERK – Donna Wilson

SCHEDULE "A"

TO BY-LAW No. 4253

LOTS 3 TO 8 (INCLUSIVE), REGISTERED PLAN 41M-241

TOWN OF TILLSONBURG



AREA OF ZONE CHANGE TO R2-19

NOTE: ALL DIMENSIONS IN METRES

THIS IS SCHEDULE "A" TO

BY-LAW No. 4253, PASSED

THE 28th DAY OF JANUARY, 2019



Produced By The Department of Corporate Services
Information Services ©2018

MAYOR

CLERK

THE CORPORATION OF THE TOWN OF TILLSONBURG

BY-LAW NUMBER 4258

A BY-LAW TO AUTHORIZE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CORPORATION OF THE TOWN OF TILLSONBURG AND TILLSONBURG HYDRO INCORPORATED

WHEREAS the Corporation of the Town of Tillsonburg deems it necessary and expedient to enter into a Memorandum of Understanding with Tillsonburg Hydro Inc.

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

1. THAT the Memorandum of Understanding attached hereto as Schedule "A" forms part of this By-law;
2. THAT the Mayor and Clerk be hereby authorized to execute the attached Memorandum of Understanding marked as Schedule "A" on behalf of the Corporation of the Town of Tillsonburg.

This By-Law shall come into force and take effect immediately after the final passing hereof.

READ A FIRST AND SECOND TIME THIS 28th day of January, 2019.

READ A THIRD AND FINAL TIME AND PASSED THIS 28th day of January, 2019.

MAYOR – Stephen Molnar

TOWN CLERK – Donna Wilson

MASTER SERVICES AGREEMENT

THIS AGREEMENT made effective as of January 1, 2019, (the “**Effective Date**”)

BETWEEN:

THE CORPORATION OF THE TOWN OF TILLSONBURG

(Hereinafter referred to as the “**Town**”)

- And -

TILLSONBURG HYDRO INC.

(Hereinafter referred to as “**THI**”)

WHEREAS THI is a duly incorporated and licensed electricity distributor pursuant to the law of the Province of Ontario;

AND WHEREAS both the Town and THI are separate corporate entities;

AND WHEREAS the Parties have agreed that the Town will provide services as listed in Schedule A to THI on a fee-for-service basis and the Town shall provide such further and other products and services as may be agreed to in writing, by the Parties from time to time;

AND WHEREAS the Town has the knowledge and expertise to provide the Services to the required standards;

AND WHEREAS the Parties acknowledge and agree that in providing goods and services contemplated herein the Town acts as an independent contractor and not as an agent, partner, or servant of THI;

AND WHEREAS the Parties shall consult as frequently as may be desirable to ensure that THI receives adequate, economical and effective services as listed in Schedule A as attached to this document.

NOW THEREFORE IN CONSIDERATION of the mutual covenants and agreements set forth, and for other good valuable consideration and the sum of two (\$2.00) dollars of lawful money of Canada now paid by each of the Parties to the other (the receipt and sufficiency of which is hereby expressly acknowledged), the Parties covenant and agree, and with each other, as follows:

1. Definitions

- 1.01 “ARC” means the Affiliate Relationships Code for Electricity Distributors and Transmitters, Revised March 10, 2015, as such may be amended by the Ontario Energy Board;
- 1.02 “Board” means the board of directors of the THI;
- 1.03 “Customer Service Costs” means the cost incurred by a Party to bill and collect and to provide related Customer Services.
- 1.04 “Customer Services” means all services related to customer services, which without limiting the generality of the foregoing shall include services identified in Section 6 of Schedule A;
- 1.05 “Direct Costs” means the costs incurred directly by THI for its own operations including but not limited to electrical power costs for Standard Supply Services, IESO costs, Hydro One Transmission costs, Competition Transition Charge, Retail/Wholesale Settlement costs, Ministry of Finance costs, OEB costs, Electricity Distributors Association (EDA) dues, property taxes, Municipal Electricity Association Reciprocal Insurance Exchange (MEARIE) insurance and other insurance premiums, legal, accounting and audit fees, etc.
(3rd party costs that are paid on behalf of THI by the Town)
- 1.06 “Distribution System Plan” means a distribution system plan meeting OEB requirements.
- 1.07 “ESA” or “Electrical Safety Authority” means the Electrical Safety Authority or any successor entity thereto;
- 1.08 “Extraordinary Costs” means those unusual and unanticipated costs as more particularly described in Section 9.
- 1.09 “Fully Allocated Cost” means the sum of Direct Costs plus a proportional share of Indirect Costs.
- 1.10 “Independent Electricity System Operator” or “IESO” means the Independent Electricity System Operator or any successor entity thereto;
- 1.11 “Independent Director” means an Independent Director as defined by the ARC;
- 1.12 “Indirect Costs” means costs allocable costs of equipment and labour such as overhead;

- 1.13 “Joint Committee” means a committee consisting of the Chief Administrative Officer of the Town, General Manager Hydro Operations, and two Board appointed independent directors and the Chair of the Board as an ex-officio member.
- 1.14 “Ontario Energy Board” or “OEB” means the Ontario Energy Board or any successor entity thereto;
- 1.15 “Parties” means the Town and the THI; and “Party” means either one as the context requires;
- 1.16 “Person” means any other businesses or persons with which the Town chooses to establish a business relationship;
- 1.17 “Services” means the services required by a typical electrical distribution company, including but not limited to, the list contained in Schedule A.
- 1.18 “Standards” means the guidelines, regulations, laws and/or policies as set out by:
- Electricity Safety Authority (ESA),
 - Independent Electricity System Operator (IESO),
 - Infrastructure Health and Safety Association (IHSA),
 - Minister of Energy (MoE),
 - Minister of Finance (MoF),
 - Minister of Labour (MoL),
 - Minister of Transportation (MoT),
 - Measurement Canada (MC),
 - Occupational Safety and Health Administration (OHSA),
 - Ontario Business Corporations Act (OBCA),
 - Ontario Energy Board (OEB),
 - Ontario Municipal Board (OMB),
 - Deemed Rates,
 - Or other regulatory bodies not identified

2. Term

- 2.01 Unless terminated in accordance with Section 22, the term of this Agreement shall be from January 1, 2018 to and including December 31, 2022.
- 2.02 In providing any and all Services as identified in Schedule A for THI, the Town shall be responsible for maintaining regulated and non-regulated performance Standards as determined by various industry regulators, and shall not discriminate in its performance and delivery of identified services. The Town shall periodically provide sufficient evidence to THI to demonstrate compliance with both regulated and non-regulated Standards. If the Town fails to meet a performance Standard, the Town shall (i) inform THI of the failure; (ii) provide information as to how the performance Standard will be met in the future; and (iii) identify any potential liabilities or repercussions from failing to meet the performance Standards.

3. Force Majeure

- 3.01 It shall not be a breach of this Agreement if the Parties to this Agreement fail to perform their obligations to provide services, work, or the supply of goods or materials to either Party by reason of war, insurrection, tempest, or any other event beyond the reasonable control of the Parties. The foregoing shall not apply to an obligation to pay money. The Party seeking to invoke force majeure shall provide written notice to the other party of the event, the cause of the event, steps being taken to remedy the event and estimated duration of the event of force majeure.
- 3.02 In the event of a strike or lockout by town employees the Town will arrange for continuance of services as set out in Schedule A.

4. Covenants of the Town

- 4.01 Subject to being able to fulfill the obligations of the Town to THI hereunder, the Town shall be free to offer Services to any other person.
- 4.02 The Town shall be responsible for obtaining and maintaining all necessary approvals, licenses and permits and for complying with all applicable federal, provincial and municipal laws, regulations, codes, orders, decrees and directives in connection with the provision of the Services hereunder. The Town shall, at least annually and when requested by THI, provide THI with adequate evidence of its compliance with this Section.
- 4.03 The Town shall comply, with all applicable Federal, Provincial and Municipal laws, rules, regulations, codes, and THI policies from time to time in force which are brought to its notice or of which it should reasonably be aware.
- 4.04 The Town shall pay for and maintain for the benefit of THI, appropriate insurance concerning the operations and liabilities of the Town relevant to this Agreement.
- 4.05 The Town shall be entitled to retain competent and properly qualified consultants, contractors and other third parties in accordance with procurement policies, where practical unless otherwise directed by the Board, in order to deliver the Services. The Board may recommend the Town to retain consultants, contractors, and other third parties in accordance with procurement policies to perform any or all of the services as set out in schedule A. Management of any THI vendor contracts will be the responsibility of the Town. The Town shall follow any Standards and applicable laws and by-laws in securing the services of such consultants, contractors or third parties.

5. Confidentiality and Ownership of Information

- 5.01 Subject to the requirements of the *Municipal Freedom of Information and Protection of Privacy Act* and the ARC and any other legal requirement to disclose information, it is agreed that confidential information of THI shall be kept in strict confidence by the Town.
- 5.02 The Town shall take such measures as are necessary in order to comply with the confidentiality obligations under subsection 5.01 above. The Town shall ensure its employees are properly informed of the requirements of the ARC. The Town shall provide an annual update to the Board regarding the measures taken to maintain the confidentiality of THI's information and the training provided to employees in respect of the ARC and the *Municipal Freedom of Information and Protection of Privacy Act*.
- 5.03 Information stored or produced by any Party to this Agreement on the sole behalf of any other Party to this Agreement, shall be the property of the Party on whose sole behalf such information is stored or produced. Where such information consists of an original report, computer program, information, or intellectual property produced by a Party to this Agreement for the sole purpose of supplying services to that other Party and the cost of producing such report is included in the remuneration payable by such other Party, the property (including copyright and moral rights) to such original report, computer program, information, or intellectual property shall belong to such other Party. The foregoing shall not apply where information is stored or produced by a Party to this Agreement on behalf of a third Party to this Agreement, or where the information is stored and produced by a Party to this Agreement for the mixed benefit of another Party and the Party which produced the information.

6. Costs

- 6.01 THI shall pay the Town the fees and charges for the Services more particularly described in Schedule A and as specified in Schedule B as attached.
- 6.02 Unless specifically stated applicable taxes are not included.
- 6.03 The costing provisions are set out in Schedule "B" and includes a fixed management fee of \$140,000 for each of the years of the Agreement. The costing for each year of operations and capital costs shall be directly incurred costs. Services not rendered during any given year shall be reported to the Board annually. The Town and THI shall review the appropriateness of the management fee level as provided in the OEB's most recent Cost of Service rate decision and any subsequent OEB decision, which stipulated that such a review should either involve, at a minimum include an opinion by, a reputable third party on such matters.

- 6.04 The Town shall provide to the Board, at least once annually, a plan for how the Services will be performed and a financial plan for such services. The financial plan shall include a monthly forecast of expenditures suitable to the Board. The Town shall track its performance and report to THI any significant variances from the approved financial plan. This plan should be brought to the Board before budget deliberations and should include at least 3 prior years of data showing actual vs. budgeted plan for the board to review. The Board will be made aware when the total amount of variances from the approved financial plan meets or exceeds, or is forecasted to be above the total financial plan by an amount of 5% or more.
- 6.05 Where the Town provides Services to THI, it shall use its best efforts to minimize the actual costs of providing such Services while still complying with all applicable regulated and nonregulated performance standards. The Town shall provide THI with detailed reporting upon request regarding the costs of all services performed.
- 6.06 It is acknowledged that there will be some duplication in the description of Services. Such duplication in the description is insignificant, does not imply that there is multiple costing for those Services, and the Parties agree that no such multiple costing is present.
- 6.07 The Parties agree that a reasonably competitive market does not exist for the total Services that THI acquires from the Town and therefore THI agrees to pay no more than the affiliate's fully-allocated cost to provide the Services. THI shall obtain from the Town a detailed breakdown of the allocated cost of providing the Services as part of the annual business plan process.
- 6.08 Upon renewal of the term of this Agreement, the Town may adjust their fees upon ninety (90) days prior notice in writing to THI provided that if THI does not accept the adjusted costs and the Parties are unable to agree after negotiating in good faith, the adjusted costs may be submitted to arbitration pursuant to Section 11 of this Agreement.
- 6.09 THI agrees to reimburse the Town for any unanticipated events over and above normal customer service costs to which the Town may be put resulting from extraordinary unanticipated events such as fire, major storms, tornadoes, equipment failures, and the like provided such equipment failures are not caused by negligence on the part of the Town to perform services as outlined in Schedule "A" of this Agreement.
7. Remuneration
- 7.01 THI shall pay the Town in accordance with the actual costs incurred by the Town in performing the Services.
- 7.02 The aggregate remuneration, at a minimum, is payable quarterly to the Town in respect of the Services provided by the Town to THI shall, so long as the Town continues to provide full treasury and financial services, be recovered from the

applicable Party by direct transfers of funds from and to the appropriate accounts at times convenient to the Town Treasurer in accordance with proper principles of contract administration and IFRS and business principles. The Parties to this Agreement specifically authorize that such transfers may be performed by the Town Treasurer or his/her designate, and such authorization shall remain in effect during the full term of this Agreement. In the event that the Town ceases to provide full treasury and financial services, the aggregate remuneration payable to the Town in respect of the services provided by the Town shall be requested in periodic invoices delivered by the Town, such invoices to be delivered not more frequently than monthly. The terms of any such invoice, whether so marked or not, shall be net 30 days.

7.03 The presence of subsection 7.02 shall not be interpreted to mean THI has unilateral ability, without the agreement of the Town, to terminate its use of full treasury and financial services from the Town.

7.04 The remuneration, payable to the members of the Board shall be an expense of THI and shall be processed by the Town pursuant to Board resolutions.

8. Annual Review of Schedules

8.01 The Parties shall review the contents of each Schedule on an annual basis. The purpose of such review shall be to determine whether the activities described in each Schedule continue to be accurate and done in a cost efficient manner.

8.02 In the event that during such a review, disagreement arises with respect to suggested amendments to any Schedule and such disagreement cannot be settled by the Parties, either Party may refer such to arbitration in accordance with Section 11 of this Agreement.

8.03 The review described in 8.01 shall be commenced within sufficient time so that the Parties might reasonably have completed their review in time for the annual Town budget and estimates process.

9. Invoicing

9.01 The Town shall submit an invoice and supporting documentation to THI for payment for all costs incurred by the Town in performing its Services. All invoices shall provide sufficient detail of the costs incurred and the description of the Services undertaken by the Town. All invoices shall be paid by THI within ninety (90) days from the date of receipt. A charge of one and one-half (1.5%) per month may be levied against all late payments. In the event of a dispute regarding an invoice, THI shall pay the undisputed portion of the invoice within ninety (90) days and shall promptly inform the Town of the disputed amount and basis for such dispute.

9.02 The Town will pay all accounts payable in a timely manner in order to minimize any vendor late payment charges.

9.03 The Town will submit details of any unanticipated events to THI for review before invoicing. Invoices for unanticipated events will be paid by the THI upon approval by the Board.

10. Easements

10.01 THI represents that it has secured all requisite easements necessary for the delivery of electrical services for the distribution of electric power throughout THI's service area.

10.02 THI shall indemnify and save the Town harmless from any claims, demands, actions and applications brought against the Town arising from the failure of the THI to have secured easements or from any defect or deficiency in the easements secured by THI prior to the effective date of this Agreement.

10.03 After the effective date of this Agreement, the Town shall act on behalf of THI to secure all easements required for the performance of the expansion or upgrade of electrical distribution services pursuant to this Agreement. Any costs related to the acquisition of easements, including appraisal and legal costs, shall be paid by THI.

11. Customer Billing

11.01 The Town shall bill THI's customers for electricity and distribution services supplied to them and such bills shall read "Tillsonburg Hydro Inc. Charges" and shall conform to the requirements of the OEB and any applicable laws.

11.02 Subject to 11.03, THI shall be responsible for all costs related to the bad debt associated with the non-payment of the electricity bills, provided the Town follows the Standards.

11.03 The Town shall assume responsibility for any billing errors arising after the commencement of this Agreement only to the extent that any such costs arising from the billing errors are unrecoverable from THI's customer and only if the billing error is attributable to the Town's negligence or the negligence of its servants, agents or representatives.

12. Arbitration

12.01 The Parties agree to consult with each other and to negotiate in good faith to resolve any differences or disputes which either Party may have relating to the interpretation, application or implementation of this Agreement, or any dispute which may arise over any costs, fees or other costs incurred and failing Agreement the Parties agree to resolve their disputes by arbitration as provided in subsection 12.02.

- 12.02 Arbitration of a dispute shall be commenced by written notice by a Party requesting arbitration to the other, which notice shall identify the issue or issues it wishes to submit to arbitration. Within thirty (30) days of the date of the notice, the Parties shall agree upon a single arbitrator and failing Agreement then each Party shall appoint an arbitrator and the two appointees shall within 45 days of the date of the notice of arbitration appoint a third person who shall act as Chair of the Arbitration Panel, and failing Agreement the Chair shall be appointed by a Judge of the Superior Court of Ontario pursuant to the provisions of the *Arbitration Act, 1991*, S.O. 1991 c.A.17.
- 12.03 The commencement of the arbitration and all rules of procedure for the arbitration shall be by Agreement of the Parties, or failing Agreement, as determined by the arbitrator or Chair of the arbitrator panel. The provisions of the *Arbitration Act, 1991*, SO 1991 c.A.17, as amended or any successor legislation shall apply to the arbitration.
- 12.04 All decisions of the arbitrator or arbitrators, as the case may be, shall be made in writing and shall be delivered to all Parties within ten (10) days, or within such other time as the Parties may agree, from the conclusion of the arbitration. Except for matters of law only, all decisions shall be final and binding upon the Parties, their respective successors and assigns, and shall not be subject to appeal.
- 12.05 Each Party shall pay its own costs incurred in respect of the arbitration including the payment of its appointee to the arbitration panel, and in the case of a three person panel the Parties agree to share the fees of the Chair and other related costs equally.
13. Insurance
- 13.01 THI shall provide and maintain the following:
- (a) A Comprehensive General Liability Policy which shall name the Town as a Named Insured but only with respect to operations and services performed by the Town on behalf of THI;
 - (b) An Environmental Impairment Policy which shall name the Town as a named insured but only with respect to operations and services performed by the Town on behalf of THI;
 - (c) Directors and Officers liability insurance providing coverage for the directors of THI;
 - (d) The Errors & Omissions Liability Policy which shall be in the name of THI with the Town added as a Named Insured but only with respect to claims for compensatory damage as a result of errors or omissions by the Town acting on behalf of THI; and,

(e) Such other insurance in keeping with good utility practice.

- 13.02 The Town of Tillsonburg shall, at their expense obtain and keep in force during the term of the Master Service Agreement, Municipal Liability Insurance satisfactory to Tillsonburg Hydro Inc., and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury.
- 13.03 The Town of Tillsonburg shall indemnify and hold harmless Tillsonburg Hydro Inc., its officers, Board Members and employees from and against any liabilities, claims, expenses, demands, loss, cost, damages, actions, suits or other proceedings by whomsoever made, directly or indirectly arising out of the Master Services Agreement attributable to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service and caused by any acts or omissions of the Service Provider, its officers, agents, servants, employees, customers, invitees or licensees, or occurring in or on the premises or any part thereof and, as a result of activities under this agreement.
- 13.04 All policies referred to in subsection 13.01, 13.02 and 13.03 shall contain a clause requiring each insurer to give the Town or THI, as the case may be, ninety (90) days written notice prior to cancelling insurance coverage.
- 13.05 Both Parties will notify the Municipal Electric Association Reciprocal Insurance Exchange (MEARIE) of any occurrence, claim, suit and/or accident pertaining to the operations of the Named Insured and/or the operations performed by the Town on behalf of the Named Insured.
14. No Warranty or Guarantee
- 14.01 The Town provides no warranty or guarantee for any defective or deficient equipment or materials utilized except for the manufacturers or supplier's warranties or guarantees applicable to the defective or deficient equipment or materials.
- 14.02 The Town will use commercially reasonable efforts to ensure obtain proper warranties and guarantees are obtained and managed for the benefit of THI.
15. Notices
- 15.01 All notices required to be given to either of the Parties under this Agreement shall be in writing and shall be delivered by prepaid registered post or hand delivery to the following:

(a) The Corporation of the Town of Tillsonburg

200 Broadway, 2nd
Floor Tillsonburg,
ON N4G 5A7

Telephone: (519) 842-6428
Fax: (519) 842-9431

Attention: Town Clerk, copied to CAO

and

(b) Tillsonburg Hydro Inc.

10 Lisgar Ave
Tillsonburg, ON N4G 5A5

Telephone: (519) 842-6428
Fax: (519) 842-9431

Attention: Board Secretary, copied to Board of Directors

or to such other address or individual as may be designated by written notice to the other Party. Any notice given by personal delivery shall be deemed to have been given on the day of actual delivery hereof and if sent by prepaid post, on the third day after mailing.

16. Successors

16.01 This Agreement shall inure to the benefit of and be binding upon the Parties and their successors and assigns, respectively.

16.02 The Parties acknowledge that substantial changes to legislation and regulations and government policies may occur during the term of this Agreement which may affect the nature of the relationship between them. As a consequence thereof, the Parties hereby agree to consult and negotiate in good faith any amendments to this Agreement which may be necessitated by changes in the regulatory environment to preserve, to the extent practicable, the intent of the Parties. If after a reasonable period of negotiation the Parties are unable to conclude an amendment to this Agreement, either Party may submit their differences to arbitration as provided in Section 12.

17. Entire Agreement

17.01 This Agreement, including Schedules A and B, constitutes the entire Agreement between the Parties.

18. Amendments

18.01 Amendments to this Agreement shall only be effective when in writing and executed by the duly authorized signing officers of the Parties.

19. Headings

19.01 The headings in this Agreement are for purposes of reference only and shall not be read or construed so as to abridge or modify the meaning of any provision in the main text of this Agreement.

20. Governing Law

20.01 This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

21. Termination

21.01 In the event of non-performance by either Party of any material obligation(s) under this Agreement, the other Party may at its sole option elect to terminate this Agreement provided that the defaulting Party shall be given written notice of the default and shall be given sixty (60) days to cure the default, and then only upon failure to cure the default within the cure period, the Agreement may be terminated. Termination shall not relieve a Party of any obligation, responsibility or amount payable under this Agreement up to and including the date of Termination.

22. Liability and Indemnification

22.01 The Town shall indemnify and save THI, its officers, directors, agents and employees, if any, harmless from and against all any costs, courses of action, claims, demands, expenses or liabilities of any description incurred by THI or its officers, directors, agents or employees may suffer as a result of the omission, negligence or willful misconduct of the Town or those for whom the Town is legally responsible in the performance or nonperformance of this Agreement.

22.02 In situations where the Town and THI are jointly liable to a third person otherwise than in contract, THI shall reimburse, indemnify and save harmless the Town against any costs, courses of action, claims, demands, expenses or liabilities of any description incurred by the Town solely for the benefit of THI where the Town has not been negligent.

23. Joint Committee

23.01 It is a matter of importance to the Parties that there shall be proper consultation and involvement by THI in the performance of Services under this Agreement:

- (a) The Joint Committee shall meet as required to identify discuss and resolve issues of mutual concern to the Parties and receive updates.;
- (b) Either Party to this Agreement shall have the right to requisition a meeting of the said Joint Committee at any time upon five (5) days written notice to the other; and
- (c) Where a member is unable to be present at any meeting of the said Joint Committee, he or she may substitute another individual to attend and participate at any such meeting in his or her stead.

24. Relationship

24.01 Parties acknowledge and agree that the Town shall act as an independent contractor providing its services under this Agreement and the Parties further acknowledge and agree that nothing in this Agreement shall be deemed or construed to be the formation of a partnership between the Town and THI.

25. Survival

25.01 The following sections 5, 6, 7, 9 and 23 shall survive the termination of this Agreement.

IN WITNESS WHEREOF the Parties have duly executed this Agreement on the date first above written:

The Corporation of the Town of Tillsonburg

Tillsonburg Hydro Inc.

Mayor

Chair Per:

Per:

CAO _____

Secretary _____

SCHEDULE A – LIST OF SERVICES

A.1 HYDRO OPERATIONS

(a) FULL DESCRIPTION OF THE SERVICE:

Provision of a (Full Time) General Manager of Tillsonburg Hydro Inc.

- Provision of a General Manager for the THI who is a Town Employee.

Substation Maintenance

- To provide supervision, labour, materials, equipment and tools to maintain all the substations, substation buildings and substation fixtures including any tests, inspections or monthly monitoring and record keeping.

Overhead Maintenance

- To provide supervision, labour, materials, equipment and tools to maintain and repair all overhead lines, hardware, poles, switches, etc. To render repairs at any time to facilitate restoration or power with the least amount of inconvenience to the customer.

Underground Maintenance

- To provide supervision, labour, materials, equipment and tools to maintain and repair all Underground Lines, hardware, and switches etc. To render repairs at any time to facilitate restoration or power with the least amount of inconvenience to the customer.

Inspection

- Provide inspection and testing of the electrical plant to the present standards required by good utility practice, the THI and all applicable laws.

Emergency Response

- Provide 24 hour 7 day a week emergency response to all trouble calls.

Transformer Installation and Repair

- Provide qualified crews and supervision to install overhead, underground and pad mount transformers. To ensure proper voltage to customers.

Service Installations

- Provide qualified labour and supervision to install all types of services from 3 phase 27.6 KV primary to 120/240 volt single phase underground or overhead.

Conservation Demand Management (CDM)

- To meet all CDM related regulations and license conditions
- Develop, maintain and monitor an approved CDM plan as required.

Smart Grid

- Provide necessary services to implement, maintain and monitor a smart grid plan in accordance with regulations, standards and practices.

Service Repairs

- Repair all primary cables and secondary services to re-establish power 24 hours 365 days a year.

Relocation Work

- To provide the supervisory services, labour, equipment, materials and tools necessary to move, remove, shift, or build electrical plant for the purpose of road, sidewalk or any other project on Town streets.

Environmentally Hazardous Material Management

- Provide expertise in Environmentally Hazardous Material Management, testing and reclassification of transformers when required.
- Provide the required supervision, labour, equipment to remediate, clean up, contain, control, transport and store all material until decommissioning or disposal in accordance with all applicable law.

Billable Work

- To provide qualified crews and people and supervision to perform work for private individuals on behalf of THI. To provide customers of THI with expertise and knowledge and render service to customers on a 24 hours basis on behalf of THI.

Customer Relations

- To provide help to the customers of THI with their concerns such as no power calls, kites in wires and all other similar instances on behalf of THI utilizing, where appropriate, the Town Active Citizen Response (ACR) technology. The town will provide web presentment technology in

association with smart meter and smart grid technology. The Town provides additional payment options including online methods for customers in order to pay their utility bills.

Switching Operations

- To arrange and facilitate all high voltage switching. To set standards and arrange all duties that crews require performing to standards and are done to IHSA, ESA, Ministry of Labour and Town of Tillsonburg rules and regulations.

Memberships and License Fees

- Maintain memberships / licenses with / in OEB, IHSA, HSA, EDA, ESA, etc....
- Providing, maintaining and fueling green fleet technology type vehicles owned by the Town as necessary to complete all maintenance and construction work as required to maintain service for the THI.

Line Locate

- Provide line locate to all requests within THI's service area

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, financial performance, best practices and procedures.

A.2 ELECTRICAL ENGINEERING SERVICES

(a) FULL DESCRIPTION OF THE SERVICE:

- Maintain engineering files and records, both digital and hard copy.
- Writing and maintaining technical specifications and procedures.
- Installation, support and licensing of all engineering software.
- Prepare and track the engineering budget and capital construction budget from concept to final estimates and provide variance explanations as required.
- Review and comment on plans for proposed developments submitted by property owners and the Town of Tillsonburg Planning Services and other agencies.

- Review and comment on plans for proposed new electrical services, over 150kVA, submitted by property owners.
- Plan revisions and extensions to the electrical distribution system.

DESIGN SERVICES

- Plan, design and supervise the installation of all electrical plant and equipment related to capital and operations work.

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, financial performance, best practices and procedures.

A.3 METER SERVICES

(a) FULL DESCRIPTION OF THE SERVICE:

- Provide qualified Meter Technicians;
- Install/remove residential electric meters;
- Install/remove General Service Meters;
- Install/remove Data recorders;
- Install/remove CT and PT and prepare meter installations;
- Provide technical advice on the procurement of all meters required by THI;
- Maintain, verify or re-verify all meters according to schedule;
- Install and maintain smart meters and implement smart grid technology in accordance with standards.
- Maintain the appropriate meter database as required by Measurement Canada, the IESO, OEB or THI;
- Identify all meters that have malfunctioned and assist in the necessary corrective actions required to address such malfunction;
- Recommend to THI management any technological advances that should be implemented.

- Test or have tested all meters according to general accepted principals for an Utility meter shop as set out by the current courses for Meter Technicians;
- Provide technical assistance to customers and consultants on meter installation requirements;
- Provide regular reports to THI management;
- Provide management and supervision;
- Provide safety training and ensure all employees work to IHSA safety standards;
- Provide necessary vehicles and equipment of a general nature;

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED

- All Services provided in subsection (a) above shall be provided in accordance with Standards, financial performance, best practices and procedures.

A.4 METER DATA MANAGEMENT

(a) FULL DESCRIPTION OF THE SERVICES

- Gather / Provide all meter readings;
- Handle all customer complaints regarding incorrect readings or performance of meter readers;
- Maintain meter reading software and systems;
- Provide Verified, Edited or Estimated readings to THI's CIS/billing package, retail settlement package or service, and posting as required for retailer access;
- Maintain backup copies for the periods scheduled by THI;
- Provide all supervision and management functions;
- Provide all required equipment and supplies for employees;
- Provide regular reports to adequately inform THI.

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED

- All Services provided in subsection (a) above shall be provided in accordance with Standards, financial performance, best practices and procedures.

A.5 TREE TRIMMING

(a) FULL DESCRIPTION OF THE SERVICE:

- Trim trees to ensure that distribution lines and plant are clear of any obstruction.
- Provide supervision and control to ensure that proper clearances are maintained.

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, financial performance, best practices and procedures.
- The Town will be cleared on a rotational basis once every three years.

A.6 CUSTOMER SERVICES

A.6.1 BILLING ADMINISTRATION

(a) FULL DESCRIPTION OF THE SERVICE:

- Calculation of monthly bills for customer;
- Answer all customer inquiries including inquiries regarding bill calculation, type and cost of services offered, high consumption and power outages. Provide for over the counter service at the Customer Service Centre;
- The Customer Service Centre is to operate between the hours of 8:00 a.m. and 5:00 p.m. Monday to Friday, excluding statutory holidays. These hours of operation are subject to change upon mutual Agreement between the Town and THI;
- Handle all customer requests for connection and disconnection of services, roll- outs, and spot services;
- Handle all customer complaints;

- Ensure proper update of the billing system of all information, concerning, rate, consumer, location and retailer information;
- Provide after-hours answering service to dispatch emergency calls;
- Monitor and report on telephone access, appointments and written responses to inquiries as required by the OEB to meet the Performance Based Regulations;
- Promote policies, and programs which encourage high levels of service;
- Notification to retailers of changes in customer accounts.

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, financial performance, best practices and procedures.
- Maintain high levels of customer satisfaction;

A.6.2 DISPATCH

(a) FULL DESCRIPTION OF THE SERVICE:

- Provide radio dispatch service and necessary record keeping for customer service and emergency needs.

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, financial performance, best practices and procedures.

A.6.3 GENERAL MAIL SERVICES

(a) FULL DESCRIPTION OF THE SERVICES

- Provision of mail and courier services excluding invoice mailings and including pick-up or receipt, processing, distribution and delivery; includes daily pick-up and delivery to and from the Tillsonburg Customer Service Centre (CSC).

(b) STANDARDS TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, financial performance, best practices and procedures.
- Pick-up and delivery to and from the CSC Daily
- Delivery to work locations Daily by 10:00 a.m.
- Pick-up from work locations Daily by 3:30 p.m.

All mail will be processed by the end of the working day on which they have been received.

A.6.4 REMITTANCE PROCESSING

(a) FULL DESCRIPTION OF THE SERVICE:

- Processing of all payments, including opening/sorting mail, data capture, encoding and preparing deposit;
- Providing cashiering services at the Tillsonburg Customer Service Centre from 8:00 a.m. - 5:00 p.m. Monday to Friday, excluding statutory holidays. These hours of operation are subject to change upon mutual Agreement between the Town and THI;
- Daily reconciliation of monies collected to system records.

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, financial performance, best practices and procedures.
- All payments will be posted the day they were received;
- Bank deposits to be made daily;
- Reconciliation of posted amounts and cash received daily and monitored for errors;
- All payment investigations to be done on a timely basis;
- Payment types to be accepted are Debit, Cash, and Cheque, Credit Card, Telebanking and bank payments.

A.6.5 BILL DESIGN, PRINTING, INSERTING AND MAILING INVOICES

(a) FULL DESCRIPTION OF THE SERVICE:

- Design of a customer driven bill and collection notices. The design of the bill will ensure that the customer is aware THI is the energy distribution provider, and distinct from charges for other services on the bill;
- Generate and/or print all monthly bills and notices for customers;
- Inserting and preparing bills/notices for mailing including up to 3 additional inserts and business return envelopes and delivery to post office, including postal charges, at current rates.

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, financial performance, best practices and procedures.
- All mail will be delivered to Canada Post daily;
- Mailing addresses will be verified for address accuracy;
- Bills will be responsive to the customers' needs and will conform to the requirements of the Regulator.

A.6.6 COLLECTION SERVICES

(a) FULL DESCRIPTION OF THE SERVICES

- Notify customers of overdue payments by telephone, mail and continue notification processes until payment is received or discontinuation of services, for consumer and miscellaneous receivable accounts;
- To obtain payment, notify of impending disconnection, and disconnection of hydro services when payment is not received;
- Recommend and co-ordinate legal actions where payment is not received;
- Trace and locate debtors on final accounts;
- Administer the contract and co-ordinate services with the Credit Bureau and external Collection Agency;

- Maintain accurate system records on all collection activity;
- Collect deposits and/or other forms of security as required by the policies of THI;
- Report on collection activity as required;
- Recommend Collection Policies to reduce bad debts;
- Recommend accounts to be written off. THI will assume the expense of bad debt write-offs relating to electricity charges and related administrative fees.

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, financial performance, best practices and procedures.

A.6.7 CUSTOMER RELATIONS, ADMINISTRATION, BRANDING AND MARKETING

(a) FULL DESCRIPTION OF THE SERVICE:

- Administration, customer relations, and marketing for all Utility functions not covered in other schedules;
- Provision and maintenance of a website for Utility information;
- Provision of teleconferencing services, as required, for some or all of the board members for meetings.

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, financial performance, best practices and procedures.

A.7 MANAGEMENT SERVICES

A.7.1 MEETING MANAGEMENT SERVICES

(a) FULL DESCRIPTION OF THE SERVICE:

- Provision of a Recording Secretary to THI;
- Preparation and distribution of agendas;

- Take minutes of board meetings;
- Minute preparation, distribution and retention;
- General administrative support to Board members including correspondence, reports, bookings and other related tasks arising from board meetings;
- Provision of suitable meeting room accommodations including a conference table and seating for Board members and other attendees.

(b) STANDARDS TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, financial performance, best practices and procedures.
- Agendas will be prepared and distributed two working days prior to meetings;
- Minutes will be prepared and distributed within five working days following the meeting;
- Minutes and all related documentation will be retained in secured storage.

A.7.2 INSURANCE & RISK MANAGEMENT SERVICES

(a) FULL DESCRIPTION OF THE SERVICE:

- Placement and management of: (a) Liability and Property Insurance; (b) Directors and Officers liability insurance providing coverage for the directors of THI; (c) insurance claims administration and adjusting services; (d) assistance to the Board of Directors in the development of risk management procedures.

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, financial performance, best practices and procedures.
- Town of Tillsonburg to be an additional named insured on all policies where such coverage is available;
- Liability and property insurance will be obtained with the level of coverage to be determined by the Board of Directors. Shall provide in consultation

with the Insurance Company(s), advice and assistance to the Board in connection with such policy limits;

- Claims administration will be undertaken by the Town;
- Adjusting Services for Claims will be provided when necessary;
- Timely updates on matters of risk management, events, and occurrences.

A.7.3 TELEPHONE SERVICES

(a) FULL DESCRIPTION OF THE SERVICE:

- Provision of the necessary telephones for all staff involved in electricity services, including required telephone lines, voice mail, cell phones where necessary, and specialized telephone equipment (i.e. headsets) for customer service personnel as may be required.

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, financial performance, best practices and procedures.

A.7.4 ACCOUNTS PAYABLE PROCESSING

(a) FULL DESCRIPTION OF THE SERVICE:

- Accounts payable processing.

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, best practices and procedures.
- Invoices are paid within their due dates. Discounts should be taken when possible;
- Any late payment charges on invoices paid by the Town will not be passed on to THI.

A.7.5 PAYROLL FUNCTIONS

(a) FULL DESCRIPTION OF THE SERVICE:

- Payroll functions.

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, financial performance, best practices and procedures.
- Employee(s) paid/filings (WSIB, Rec. General &c.) all done on a timely basis;

A.7.6 MISCELLANEOUS ACCOUNTS RECEIVABLE ADMINISTRATION

(a) FULL DESCRIPTION OF THE SERVICE:

- Miscellaneous (non-consumer) accounts receivable administration.

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, financial performance, best practices and procedures.
- Billings completed on a timely basis.
- Collection of Accounts Receivable in accordance with legislative standards.

A.7.7 RECORDS MANAGEMENT SERVICES

(a) FULL DESCRIPTION OF THE SERVICE:

Provision of records management services using records management software to:

- Maintain file plans and retention schedules;
- Transfer and store of inactive records;
- Destroy records;
- Retrieve and deliver inactive records;
- Train Records Coordinators and other records service users;

- Customize reports.

(b) STANDARDS TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, financial performance, best practices and procedures.

A.7.8 FINANCIAL STATEMENT PREPARATION

(a) FULL DESCRIPTION OF THE SERVICE:

- Financial Statement Preparation.
- Annual audit.

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, financial performance, best practices and procedures.
- Minimum quarterly statements presented to the Board on a timely basis;
- Audited financial statements to be completed on a timely basis.
- Annual review of internal controls by third party (auditor).

A.7.9 OTHER FINANCIAL SERVICES

(a) FULL DESCRIPTION OF THE SERVICE:

- Other financial services including rate applications, business plans, reports to the regulator and others as needed;
- Includes provision of a Treasurer to THI, which Treasurer shall either be or, shall report to and, receive direction from the President of THI in accordance with established board policy...

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, financial performance, best practices and procedures.

A.7.10 TREASURY SERVICES

(a) FULL DESCRIPTION OF THE SERVICE:

- Treasury services including financial systems integrity, internal controls, investment and banking administration, cheques and disbursement of funds, financial management and analysis, payroll and accounting administrative functions, purchasing services and hydro collection administrative services.
- Bank reconciliations should be completed on a timely basis

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, financial performance, best practices and procedures.

A.7.11 LEGAL SERVICES

(a) FULL DESCRIPTION OF THE SERVICE:

- Consultants and outside solicitors engaged as deemed necessary but supervised and instructed by the General Manager or the THI Board of Directors;
- Also provides outside legal representation and advice to Town departments which perform electricity services, whether directly or indirectly.

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, financial performance, best practices and procedures.
- Basic legal services, including minute book and sign off on an as-needed basis;
- Matters will be referred to outside solicitors.

A.7.12 HUMAN RESOURCE SERVICES

(a) FULL DESCRIPTION OF THE SERVICE:

- Services will be supplied in respect of Town employees performing THI-related services;
- Payroll and benefit management;
- Salary Administration & Pay equity;
- Labour Relations management;
- Health and Safety. OHSA compliance. Injury and loss prevention. WSIB management including modified and related work programs;
- Employment Services. Job Descriptions and job evaluations, recruitment, interviewing, selection.

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, financial performance, best practices and procedures.

A.7.13 MISCELLANEOUS SERVICES

(a) FULL DESCRIPTION OF THE SERVICE:

- Miscellaneous services, not specified as services in any schedule, but provided to any of the foregoing at THI's request and upon the Agreement of the Town.

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, financial performance, best practices and procedures.

A.7.14 SENIOR MANAGEMENT SERVICES

(a) FULL DESCRIPTION OF THE SERVICE:

- Senior Management Services not necessarily included within any other service schedule.

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, financial performance, best practices and procedures.

A.7.15 MANAGEMENT ADMINISTRATION

(a) FULL DESCRIPTION OF THE SERVICE:

- Management, administrative services and customer service and support using current industry standard technology:

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, financial performance, best practices and procedures.

A.7.16 INVENTORY MANAGEMENT - STORES

(a) FULL DESCRIPTION OF THE SERVICE:

- Maintain inventory levels to satisfy hydro operations and engineering needs;
- distribution of materials and costs to hydro operations as released;
- reconciliation of physical count v. book value;
- provide purchasing needs for hydro stores & inventory;
- provide purchasing needs for hydro operations external to stores.
- Shall ensure scrap equipment and materials are properly handled and disposed of in accordance with applicable laws and regulations.

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, financial performance, best practices and procedures.

- Monthly cycle counts will be completed and an annual inventory to meet sufficient inventory levels to meet operating and emergency needs as required;
- Keep inventory value at a reasonable and manageable level.
- Timely purchasing and delivery to satisfy needs and maintain required levels of inventory.

A.7.17 IT SERVICES

(a) FULL DESCRIPTION OF THE SERVICE:

- Installation and maintenance of all hardware including servers, and mainframes necessary for ongoing operations;
- Installation, support, and licensing of all software applications;
- Provision of network, email, and Internet access;
- Programming support for custom applications. This includes design/implementation of new development as well as maintenance of current modules;
- Database installation, support and licensing;
- Security: Nightly, weekly, and monthly backups including disaster recovery. Firewall. Maintenance of employee profiles, access rights, and permissions;
- Technical guidance for meetings, committees and projects.
- Provision of Information Technology Security services
- Develop and maintain a disaster recovery plan
- Ensure outsourced service provides meet the same standards

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, financial performance, best practices and procedures.

Hardware, Software, Database, Communications Availability

- Available 24 hours a day 7 days a week except for scheduled backups, maintenance, month end and year-end procedures.

Problem Resolution

- Priority 1 - Hardware, software, database, or communication failure which causes 1 person to be unable to carry out their main job function. An IT support technician will respond within 1 working day.
- Priority 2 - Problems which do not cause an employee to be unable to carry out their main job functions are logged, prioritized and dealt with as soon as possible, depending on the availability of staff due to number of priority 1 and priority 2 problems.

Programming Requests

- All programming requests are submitted to IT through ACR, logged and prioritized. Small requests are handled on a combined priority and first in first out (FIFO) basis. Large requests are prioritized and scheduled after discussion with the Town.

Security / Information Technology Security / Disaster Recovery Plan

- All Services provided in subsection (a) above shall be provided in accordance with standards (as set out by the OEB), financial performance, best practices and procedures.

A.8 USE OF THE CUSTOMER SERVICE CENTRE, DISPATCH AND PROPERTY MANAGEMENT FACILITIES

(a) FULL DESCRIPTION OF THE SERVICE:

- Buildings, property, equipment, or other depreciable assets used by the Town to provide services to THI;
- All aspects of Property Management relating to the Customer Service Centre, including janitorial, mechanical, electrical, plumbing, security systems, window cleaning, mats, pest control, fire plans;
- Project management for renovations and mechanical replacement;

- Cost of providing building/facility for stores, dispatch and hydro operation.

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, financial performance, best practices and procedures.
- Available during normal office hours and on call 24 hours a day, 7 days a week;
- Sufficient to house and provide necessary services.

A.9 RETAIL/WHOLESALE SETTLEMENT & ENERGY MANAGEMENT

(a) FULL DESCRIPTION OF THE SERVICE:

- Retail / Wholesale Settlement;
- Receive inputs from MDMR, IESO, Utilismart and other vendors as required;
- Operate and maintain the Retail / Wholesale Settlement System;
Track and remit Debt Retirement Charge;
- Supply and maintain a modern settlement system or service;
- Retain and Maintain required records;
- Provide supervision and Management;
- Provide energy management advice to customers and staff;
- Inform THI management of energy management trends and recommend programs;
- Perform, manage and investigate energy misappropriation providing THI with a proper Theft of Energy Program;
- Provide Customer Education including education in the schools;
- Maintain evidence and provide as needed support to prosecute energy theft to the full extent of the law;

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, financial performance, best practices and procedures.

A.10 CAPITAL SERVICES

A.10.1 CAPITAL PROJECTS

(a) FULL DESCRIPTION OF THE SERVICE:

- Provide labour, equipment and applicable materials to perform capital projects, the result of which will be to produce capital assets owned by THI as well as developing and maintaining the Distribution System Plan as required.

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, financial performance, best practices and procedures.
- While the staff levels maintained by the Town permits a portion of that staff to be utilized for normal operating functions and for the performance of capital projects, the exact amount of in-house labour available to perform such capital projects will vary from time to time because of workload issues and other pertinent factors;
- Town will make appropriate recommendations to THI from year to year and from time to time with respect to the capacity of Town staff to undertake projects on an in-house basis, and which projects (or which portions of projects) will need to be performed by contractors under contract to THI. Where such outside forces are contracted by THI, Town staff shall provide contract administration and management services in connection with such contracts to THI.
- Town will track capital spending and provide regular reporting on level of expenditures and variances against budget and any approved Distribution System Plan.

A.10.2 ACQUISITION & DISPOSITION OF REAL PROPERTY

(a) FULL DESCRIPTION OF THE SERVICE:

- Where the acquisition of real property is required to provide distribution services, the Town shall estimate value, obtain appraisals, negotiate, receive appropriate approvals and ensure closings for any required purchases on fee simple or easements;
- Negotiate the sale of any surplus properties through tender or listing. Obtain any necessary approvals for disposition.

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, financial performance, best practices and procedures.
- Services available on request of the THI;

A.11 HEALTH & SAFETY

(a) FULL DESCRIPTION OF THE SERVICE:

- Ensure all Town employees and sub-contractors are properly trained and qualified for any work they are assigned and aware of all requirements for completing the Services;
- Provide all required safety equipment in good working order;
-
- Provide safety training and ensure all employees work to IHSA, OHSA and any other applicable safety standards;
- Promote public safety and awareness using external communication.
- Ongoing measurement through audits of current programs and practices to ensure compliance
- Support ESA audits or other government inspections as required.

(b) STANDARD(S) TO WHICH THE SERVICE WILL BE PROVIDED:

- All Services provided in subsection (a) above shall be provided in accordance with Standards, financial performance, best practices and procedures.

SCHEDULE B – Costs

Third Party Costs

Without markup, THI will pay directly, or the Town will pay for and be reimbursed for third party expenses including but not limited to the following:

Electrical power costs for Standard Supply Services, IESO costs, Hydro One
Transmission costs, Competition
Transition Charge, Retail/Wholesale Settlement costs, Ministry of Finance costs, OEB
costs, Electricity
Distributors Association (EDA) dues, property taxes, Municipal Electricity Association
Reciprocal Insurance Exchange (MEARIE) insurance and other insurance premiums,
legal, accounting and audit fees and similar reasonable fees.

Internal Direct costs

THI shall pay the direct labour, material and equipment cost of the Town utilized in providing the Services as follows:

Corporate Admin

Financial Admin

Operations Admin

Indirect or Overhead

THI acknowledges that the Town is permitted to charge the fully allocated cost of labour used in providing the Services.

THI can request any and all reporting of detailed costs related to THI from the Town.

THE CORPORATION OF THE TOWN OF TILLSONBURG

BY-LAW NUMBER 4259

A BY-LAW TO AUTHORIZE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CORPORATION OF THE TOWN OF TILLSONBURG AND TILLSONBURG DISTRICT CRAFT GUILD

WHEREAS the Corporation of the Town of Tillsonburg deems it necessary and expedient to enter into a Memorandum of Understanding with Tillsonburg District Craft Guild.

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

1. THAT the Memorandum of Understanding attached hereto as Schedule "A" forms part of this By-law;
2. THAT the Mayor and Clerk be hereby authorized to execute the attached Memorandum of Understanding marked as Schedule "A" on behalf of the Corporation of the Town of Tillsonburg.

This By-Law shall come into force and take effect immediately after the final passing hereof.

READ A FIRST AND SECOND TIME THIS 28th day of January, 2019.

READ A THIRD AND FINAL TIME AND PASSED THIS 28th day of January, 2019.

MAYOR – Stephen Molnar

TOWN CLERK – Donna Wilson

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 _____, 2019

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;

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 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 desk that can provide 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 include:

- 2.2.1. Financial support for operational costs of providing arts and 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 \$40,000 in 2019. In 2020 and beyond, the amount will increase annually 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 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;
 - c) Sidewalk maintenance; and
 - d) Mechanical systems such as electrical and plumbing, heating and air conditioning systems.
- 3.1.5. Maintain the parkette surrounding the Caboose adjacent to the property at 41 Bridge St. West.
- 3.1.6. Appoint an ex-officio liaison between the Town and the TDGC for the duration of this Memorandum.

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.
- 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) Shunpikers Tour;
 - b) Oxford Car Rally;
 - c) Oxford Cheese Month;
 - d) Participation on the Cultural, Heritage & Special Awards Advisory Committee;
 - e) Oxford Creative Connections; and
 - f) Woodstock Art Gallery (Visual Elements Juried Exhibit).
- 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, alarm monitoring, 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 St. W. 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 an submit financial statements prepared by an accountant 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, ie. 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. 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 for the duration of the term of Council unless terminated as provided for under the subsequent section.
- 7.2. For the period of time between the end of 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 Memorandum 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

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: Donna Wilson
Title: 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 was instrumental in providing programming support in the following activities in 2018:

- Family Day
- Kids Camp/PA Day activities
- Farmers Market (May to November)
- Oxford Studio Tour
- Doors Open Oxford
- Tillsonburg Garden Tour
- Turtlefest/Creative Imaginations
- Canada Day Pancake Breakfast
- Summer Camps
- Week of Remembrance
- Christmas Tour of Homes
- Help Portrait
- Trivia Night
- Sip, Swirl, Swallow (Local Wines & Cheeses)
- Holiday Arts Market

Schedule B

Assignment of Responsibilities with respect to Buildings, Maintenance, Repairs, and Contracts

Town Responsibilities	Station Responsibilities
<ol style="list-style-type: none"> 1. Bricks and Mortar-Structural-exterior-roof, foundation, courtyard 2. Snow Removal 3. Lawn maintenance 4. Sidewalk maintenance 5. Utility repair and replacement-HVAC, electrical, plumbing 6. Any audits for security, utilities, structure 7. Present upgrades/repairs/alterations to Town Council for consideration. 8. Liaison with the Station for Station Board meetings and presentations to Town. 9. Pre-existing contracts for service & repair contractors by the Station will be honoured by the Town so long as they have WSIB and insurance (i. e. D&B ClimateCare, ADT) 10. ADT: Agents of the Town (owner) are emergency contacts after Guild contacts. 11. Manager of Parks & Facilities and Facilities Supervisor have security access to the Red Station and ADT panel. 12. Manager of Parks & Facilities will have key to main door should Red Station entry fail. 	<ol style="list-style-type: none"> 1. Interior aesthetics 2. Painting interiors 3. Utility costs 4. Monitored security and smoke alarm system 5. Janitorial requirements 6. Contact Manager of Parks & Facilities in emergencies with structure, HVAC, electrical, plumbing 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. 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. 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 & Facilities as operational repairs. 10. Amounts over \$5000 must go to Town Council for consideration as capital expense.
Process to Commence Work	Process to Commence Work
<ol style="list-style-type: none"> 1. Assess request from Station 2. Emergency-confirm repairs to be done and any preexisting contractors to carry out work 3. Inform Station when work is to 	<p>Call in customer service general line 516-688-3009 or call/email Manager/Supervisor directly at contact information below. i.e. requests for work <u>Email and Call</u> if urgent</p>

<p>commence and the contractor being used</p> <p>4. General request-may use preexisting contractors but still requires quotes</p>	
<p>Town Contacts by priority</p>	<p>TDCG Contacts by priority</p>
<p>1. Manager of Parks & Facilities Corey Hill chill@tillsonburg.ca, 519-688-3009 x4232 (w), 519-808-7727(c)</p> <p>2. Facilities Supervisor Karen Patenaude kpatenaude@tillsonburg.ca 519-688-3009 x 2248 (w) 519-403-6881 (c)</p>	<p>1. Executive Director Deb Beard office@stationarts.ca 519-842-6151(w) 519-983-7378 (c)</p> <p>2. TDCG Treasurer Diane Patenaude - dpatenaude@stationarts.ca</p> <p>3. TDCG President Gale Connor gconnor@stationarts.ca</p>

THE CORPORATION OF THE TOWN OF TILLSONBURG

BY-LAW NUMBER 4260

A BY-LAW, To Appoint Directors to the Board of Management of the Tillsonburg Business Improvement Area (BIA), hereby Established by The Corporation of The Town of Tillsonburg.

WHEREAS the Council of the Town of Tillsonburg passed By-Law 2013 on December 13, 1977, to designate an improvement area within the Downtown of the Town of Tillsonburg;

AND WHEREAS the Council of the Town of Tillsonburg passed By-Law 3180 on October 24, 2005, to enlarge the area designated as an improvement area;

AND WHEREAS Section 204(3) of the Municipal Act, S.D. 2001 Chapter 25 provides that the Board of Management for the improvement area shall be composed of one or more directors appointed by the municipality and the remaining directors selected by a vote of the membership of the improvement area and appointed by the municipality;

NOW THEREFORE BE IT RESOLVED THAT the Council of The Corporation of the Town of Tillsonburg enacts as follows:

1. THAT a Board of Management be and is hereby established for the Business Improvement Area in the Town of Tillsonburg as designated by By-Law 3180 and shall be comprised of one (1) member of Town Council, and members of the BIA selected by a vote of the membership of the improvement area.

2. THAT the said Board of Management shall consist of the following members:

Cedric Tomico	John Scott
Dan Rasokas	Wendy Cameron
Marcel Rosehart	Mark Tedesco

3. THAT the foregoing members shall be appointed for a term ending the 1st day of January, 2023, or until their successors are appointed.

4. THAT the Board of Management is entrusted with overseeing the improvement, beautification and maintenance of buildings and structures in the area and to promote the area as a business or shopping area.

5. THAT this by-law comes into full force and effect upon the day of passing.

READ A FIRST, SECOND AND THIRD TIME, PASSED, SIGNED, SEALED AND NUMBERED **4260** this 28th day of January, 2019.

MAYOR-Stephen Molnar

TOWN CLERK-Donna Wilson

THE CORPORATION OF THE TOWN OF TILLSONBURG

BY-LAW NUMBER 4262

A BY-LAW, To Appoint Directors to the Town of Tillsonburg Non-Profit Housing Board as Established by Tillsonburg Non-Profit Housing (2008) Corporation.

WHEREAS it is necessary and expedient to appoint members to the Town of Tillsonburg Non-Profit Housing Board;

AND WHEREAS the Town of Tillsonburg Non-Profit Housing Board shall be composed of one member of Council and the remaining selected by the Town of Tillsonburg Non-Profit Housing Board and appointed by the municipality.

NOW THEREFORE BE IT RESOLVED THAT the Council of The Corporation of the Town of Tillsonburg enacts as follows:

1. THAT the said Town of Tillsonburg Non-Profit Housing Board shall consist of the following members:

Bob Hurley
John Standridge
Ron Gasparetto
Joyce Hanson
Terry Pierce

Roderick VanRiesen
John Hedderson
William McMullin
Cindy Burns

2. THAT the foregoing members shall be appointed for a term ending the 1st day of January, 2023, or until their successors are appointed.

3. THAT By-Law 3489 be and is hereby repealed.

4. THAT this by-law comes into full force and effect upon the day of passing.

READ A FIRST, SECOND AND THIRD TIME, PASSED, SIGNED, SEALED AND NUMBERED 4262 this 28th day of January, 2019.

MAYOR – Stephen Molnar

TOWN CLERK – Donna Wilson

THE CORPORATION OF THE TOWN OF TILLSONBURG

BY-LAW NO. 4264

A BY-LAW to authorize an Agreement between Her Majesty the Queen in right of the Province of Ontario, as represented by the Ministry of Transportation (the "Ministry") and the Corporation of the Town of Tillsonburg, for the purpose of receiving funds from the Dedicated Gas Tax Funds for Public Transportation Program.

WHEREAS The Town of Tillsonburg is desirous of entering into a Dedicated Gas Tax Funds for Public Transportation Program Transfer Payment Agreement with Her Majesty the Queen in right of the Province of Ontario, as represented by the Minister of Transportation for the Province of Ontario.

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

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

READ FOR A FIRST AND SECOND TIME THIS 28th Day of January, 2019.

READ FOR A THIRD AND FINAL TIME AND PASSED THIS 28th Day of January, 2019.

Mayor – Stephen Molnar

Town Clerk – Donna Wilson

**Ministry of
Transportation**

Office of the Minister

Ferguson Block, 3rd Floor
77 Wellesley St. West
Toronto ON M7A 1Z8
416 327-9200
www.ontario.ca/transportation

**Ministère des
Transports**

Bureau du ministre

Édifice Ferguson, 3^e étage
77, rue Wellesley Ouest
Toronto ON M7A 1Z8
416 327-9200
www.ontario.ca/transports



JAN 22 2019

Mayor Stephen Molnar
Town of Tillsonburg
10 Lisgar Ave
Tillsonburg ON N4G 5A5

Dear Mayor Molnar:

RE: Dedicated Gas Tax Funds for Public Transportation Program

This Letter of Agreement between the **Town of Tillsonburg** (the “Municipality”) and Her Majesty the Queen in right of the Province of Ontario, as represented by the Minister of Transportation for the Province of Ontario, (the “Ministry”), sets out the terms and conditions for the provision and use of dedicated gas tax funds under the Dedicated Gas Tax Funds for Public Transportation Program (the “Program”). Under the Program, the Province of Ontario provides two cents out of the provincial gas tax to municipalities to improve Ontario’s transportation network and support economic development in communities for public transportation expenditures.

The Ministry intends to provide dedicated gas tax funds to the Municipality in accordance with the terms and conditions set out in this Letter of Agreement and the enclosed Dedicated Gas Tax Funds for Public Transportation Program 2018/19 Guidelines and Requirements (the “guidelines and requirements”).

In consideration of the mutual covenants and agreements contained in this Letter of Agreement and the guidelines and requirements, which the Municipality has reviewed and understands and are hereby incorporated by reference, and other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Ministry and the Municipality agree as follows:

191. To support local public transportation services in the Municipality, the Ministry agrees to provide funding to the Municipality under the Program to a maximum amount of up to **\$52,793** (“the “Maximum Funds”) in accordance with, and subject to, the terms set out in this Letter of Agreement and, for greater clarity, the guidelines and requirements.

-2-

192. Subject to Section 1, the Ministry will, upon receipt of a fully signed copy of this Letter of Agreement and a certified copy of the authorizing municipal by-law(s) and, if applicable, resolution(s) for the Municipality to enter into this Letter of Agreement, provide the Municipality with **\$39,595**; and any remaining payment(s) will be provided thereafter.
3. If another municipality authorizes the Municipality to provide local public transportation services on its behalf and authorizes the Municipality to request and receive dedicated gas tax funds for those services also on its behalf, the Municipality will in the by-law(s) and, if applicable, resolution(s) described in section 2 confirm that the Municipality has the authority to provide those services and request and receive those funds.
4. The Municipality agrees that any amount payable under this Letter of Agreement may be subject, at the Ministry's sole discretion, to any other adjustments as set out in the guidelines and requirements.
5. The Municipality will deposit the funds received under this Letter of Agreement in a dedicated gas tax funds reserve account, and use such funds and any related interest only in accordance with the guidelines and requirements.
6. The Municipality will adhere to the reporting and accountability measures set out in the guidelines and requirements, and will provide all requested documents to the Ministry.
7. The Municipality agrees that the funding provided to the Municipality pursuant to this Letter of Agreement represents the full extent of the financial contribution from the Ministry and the Province of Ontario under the Program for the 2018/19 Program year.
8. The Ministry may terminate this Letter of Agreement at any time, without liability, penalty or costs upon giving at least thirty (30) days written notice to the Municipality. If the Ministry terminates this Letter of Agreement, the Ministry may take one or more of the following actions: (a) cancel all further payments of dedicated gas tax funds; (b) demand the payment of any dedicated gas tax funds remaining in the possession or under the control of the Municipality; and (c) determine the reasonable costs for the Municipality to terminate any binding agreement(s) for the acquisition of eligible public transportation services acquired, or to be acquired, with dedicated gas tax funds provided under this Letter of Agreement, and do either or both of the following: (i) permit the Municipality to offset such costs against the amount the Municipality owes pursuant to paragraph 8(b); and (ii) subject to section 1, provide the Municipality with funding to cover, in whole or in part, such costs. The funding may be provided only if there is an appropriation for this purpose, and in no event will the funding result in the Maximum Funding exceeding the amount specified under Section 1.

- 9. Any provisions which by their nature are intended to survive the termination or expiration of this Letter of Agreement including, without limitation, those related to disposition, accountability, records, audit, inspection, reporting, communication, liability, indemnity, and rights and remedies will survive its termination or expiration.
- 10. This Letter of Agreement may only be amended by a written agreement duly executed by the Ministry and the Municipality.
- 11. The Municipality agrees that it will not assign any of its rights or obligations, or both, under this Letter of Agreement.
- 12. The invalidity or unenforceability of any provision of this Letter of Agreement will not affect the validity or enforceability of any other provision of this Letter of Agreement. Any invalid or unenforceable provision will be deemed to be severed.
- 13. The term of this Letter of Agreement will commence on the date of the last signature of this Letter of Agreement.
- 14. The Municipality hereby consents to the execution by the Ministry of this Letter of Agreement by means of an electronic signature.

If the Municipality is satisfied with and accepts the terms and conditions of this Letter of Agreement, please print it, secure the required signatures for it, and then return a fully signed copy, in pdf format, to the following email account:

MTO-PGT@ontario.ca

Sincerely,



Jeff Yurek
Minister of Transportation

I have read and understand the terms of this Letter of Agreement, as set out above, and, by signing below, I am signifying the Municipality's consent to be bound by these terms.

Municipality

Per: _____
Mayor

Date: _____

Per: _____
Chief Financial Officer/Treasurer

Date: _____



MINISTRY OF TRANSPORTATION

**Dedicated Gas Tax Funds For
Public Transportation Program**

2018/19 Guidelines and Requirements

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DEDICATED GAS TAX FUNDS FOR PUBLIC TRANSPORTATION PROGRAM

2018/2019 GUIDELINES & REQUIREMENTS

1. DEFINITIONS

When used in these guidelines and requirements, the words set out below that import the singular include the plural and vice versa:

“baseline spending” means a municipality’s spending level, which equals the average municipal own spending on public transportation for the years 2001 to 2003 and includes a rate of 2% per year for inflation. For new transit systems that were not operational from 2001 to 2003, the baseline will be determined at the Ministry’s discretion until the municipality has three years of operation, whereby the first three years of municipal spending will be averaged and a rate of 2% per year for inflation will be applied.

“Canadian Content Policy” means the Canadian Content for Transit Vehicle Procurement Policy, attached to these guidelines and requirements as Appendix B: Canadian Content Policy, which the Ministry may amend from time to time.

“dedicated gas tax funds” means the money provided by the Ministry to a municipality to be used strictly towards eligible expenditures that are reasonable, in the opinion of the Ministry, and related directly to the provision of public transportation services, and “dedicated gas tax funding” has the same meaning.

“dedicated gas tax funds reserve account” means an interest bearing account set up by a municipality, under its name and in a Canadian financial institution, where dedicated gas tax funds are deposited and can be tracked separately from any other funds that may be in the account. This does not need to be a separate account, so long as the dedicated gas tax funds can be tracked separately.

“DFPTA” means the *Dedicated Funding for Public Transportation Act, 2013*, S.O. 2013, c. 2, Sched. 3.

“eligible expenditures” means expenditures made by a municipality in direct support of public transportation operating or capital, or both, costs in accordance with Article 3 of these guidelines and requirements.

“guidelines and requirements” means these guidelines and requirements entitled “Dedicated Gas Tax Funds for Public Transportation Program – 2018/2019 Guidelines and Requirements”, including Appendices A, B and C to these guidelines and requirements, which the Ministry may amend from time to time.

“host municipality” means a host municipality as described in Section 4.2.

“indemnified parties” means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees, and employees.

“letter of agreement” means an agreement entered into between the Ministry and a municipality, including a host municipality, that sets out the terms and conditions under which the Ministry agrees to provide dedicated gas tax funds to the municipality, including those under these guidelines and requirements, and any amendments to the letter of agreement.

“losses” means any and all liability, loss, costs, damages or expenses (including legal, expert and consultant fees).

“major refurbishment” means: (a) for a subway car, light rail car, streetcar or trolley bus, the refurbishment where the life cycle is extended for a minimum of six years beyond the designed life cycle set out by the manufacturer; and (b) for a bus thirty feet in length or over, the refurbishment where, when the bus reaches a minimum age of nine years, the life cycle of the bus is extended for a minimum of six years.

“Ministry” and “Minister”, respectively, means the Ministry of Transportation, which is responsible for the administration of the Program and the Minister responsible for the Ministry.

“municipal own spending on public transportation” means the funds, including those received from total operating revenue and local public donations, that a municipality contributes towards public transportation expenditures, including funds it contributes for operating and capital expenditures.

“personnel” includes the advisors, appointees, directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors of a municipality.

“proceeding” means any and all causes of action, actions, claims, demands, lawsuits or other proceedings.

“Program” means the Dedicated Gas Tax Funds for Public Transportation Program set up by the Ministry to provide municipalities with dedicated gas tax funds subject to and in accordance with a letter of agreement.

“PRESTO” means the fare payment system for which Metrolinx is responsible.

“public transportation” means any service for which a fare is charged for transporting the public by vehicles operated by or on behalf of a municipality or local board as defined in the *Municipal Affairs Act*, R.S.O. 1990, c. M. 46, as amended, or under an agreement between a municipality or local board, and a person, firm or corporation, and includes special transportation facilities for transporting persons with disabilities but does not include transportation by special purpose facilities, such as school buses or ambulances.

“public transportation vehicle” refers to a streetcar, bus, subway car, light rail car, specialized vehicles for transporting persons with disabilities or trolley bus used for public transportation.

“reporting forms” means the following forms attached as Appendix A (Reporting Forms) to these guidelines and requirements: 1) Dedicated Gas Tax Funds for Public Transportation 2018 Reporting Form (i.e. form MT-O-16); 2) Dedicated Gas Tax Program – 2018 Conventional Transit Reporting Form (i.e. form MT-O-17); and 3) Dedicated Gas Tax Program – 2018 Specialized Transit Reporting Form (i.e., form MT-O-18).

“subcontractor” means any contractor of a municipality or any of its subcontractors at any tier of subcontracting.

2. INTRODUCTION

The Program is an important element of the ongoing relationship between the province of Ontario and Ontario municipalities. Municipalities receiving dedicated gas tax funds must meet the requirements set out in these guidelines and requirements.

As of 2013 and pursuant to the *Dedicated Funding for Public Transportation Act, 2013*, S.O. 2013, c. 2, Sched. 3 (“DFPTA”), a portion, (2 cents per litre), of the provincial gasoline tax revenue is dedicated to the provision of grants to municipalities for public transportation, including those pursuant to the Program. The portion of the gas tax that is dedicated in each fiscal year is an amount determined using a formula set out in the DFPTA.

The 2018/19 Program year runs from April 1, 2018 to March 31, 2019. The new allocation of funding for the Program for 107 public transit systems representing 144 municipalities will amount to approximately \$367.5 million.

3. GENERAL ELIGIBILITY REQUIREMENTS AND CONDITIONS

The purpose of the Program is to provide dedicated gas tax funds to Ontario municipalities to support local public transportation services, and to increase overall ridership through the expansion of public transportation capital infrastructure and levels of service. To be eligible to receive dedicated gas tax funds, a municipality must contribute financially towards its public transportation services.

For 2018/19, and unless otherwise approved in writing by the Ministry, only municipalities that have submitted their 2017 annual data survey to the Canadian Urban Transit Association (CUTA), and their 2017 Gas Tax reporting forms to the Ministry, will be eligible to receive dedicated gas tax funds.

Subject to the provision of a municipal by-law indicating its intent to provide public transportation services, a municipality that is not currently providing public transportation services, but decides to begin providing such services, may be eligible for funding. Notification of the municipality’s intent to provide public transportation services and specific commitment to annually fund such public transportation services is required. Municipalities are encouraged to contact ministry staff early in their decision making process for providing services. After the

new public transportation services have been implemented, and at the Ministry's sole discretion, dedicated gas tax funding may then be available.

A municipality receiving dedicated gas tax funds must ensure that all funds received and any related interest are used exclusively towards eligible expenditures and, unless otherwise approved in writing by the Ministry, disbursement of dedicated gas tax funds and any related interest must be net of any rebate, credit or refund, for which the municipality has received, will receive, or is eligible to receive.

All public transportation services and public transportation vehicles must be fully accessible in accordance with the requirements set out under the following statutes and regulations, as may be amended from time to time: the *Accessibility for Ontarians with Disabilities Act, 2005*, S.O. 2005, c. 11 and the *Integrated Accessibility Standards*, O. Reg. 191/11 made under that Act; the *Highway Traffic Act*, R.S.O. 1990, c. H.8 and the *Accessible Vehicles*, R.R.O. 1990, Reg. 629 made under that Act; and the *Public Vehicles Act*, R.S.O. 1990, c. P. 54. In addition to the above, the acquisition of public transportation vehicles must comply with the Canadian Content Policy requirements.

Unless the Ministry otherwise approves in writing, in 2018/19, gas tax revenues and any related interest can only be used to support municipal public transportation expenditures above a municipality's baseline spending and not to reduce or replace current levels of municipal public transportation funding. External audit and financial reporting costs are not eligible expenditures which the Ministry may reimburse or to which dedicated gas tax funding can be applied.

(a) Requirements for All Dedicated Gas Tax Funds Received in 2018/19 and Beyond

- Dedicated gas tax funds and any related interest must be spent on:
 - Public transportation capital expenditures that promote increased transit ridership, and are above a municipality's baseline spending;
 - Public transportation operating expenditures that are above a municipality's baseline spending;
 - Capital expenditures for the replacement of any public transportation vehicles that are above a municipality's baseline spending;
 - Capital expenditures that provide improvements to public transportation security and passenger safety, and are above a municipality's baseline spending; or
 - Expenditures for major refurbishment on any fully accessible, or to be made fully accessible, public transportation vehicle, with the exception of specialized vehicles used for the transportation of persons with disabilities, and are above a municipality's baseline spending.
- For municipalities that provide only specialized transit for persons with disabilities, dedicated gas tax funds can be spent on public transit initiatives that may not initially result in ridership growth but will provide increased accessibility.

(b) Additional Requirements for the following Municipalities: Regions of Durham and York, the Cities of Brampton, Burlington, Hamilton, Mississauga, Ottawa and Toronto, and the Town of Oakville.

Prior to the release of any dedicated gas tax funds, the municipalities listed under (b) above will, in addition to any other requirements in this Article 3, be required to:

- Participate in PRESTO and, as participants, will be required to meet their financial obligations for that system.

(c) Additional Requirements for GTA Municipalities: Regions of Durham, Halton, Peel and York, and Cities of Hamilton and Toronto.

Prior to the release of any dedicated gas tax funds, the municipalities listed under (c) above will, in addition to any other requirements in this Article 3, be required to:

- Demonstrate that they have met their responsibility for the payment of the growth and expansion capital costs of Metrolinx pursuant to the *Amendment to Greater Toronto Services Board By-law No. 40*, O. Reg. 446/04, made under the *Metrolinx Act, 2006*, S.O. 2006, c. 16, as amended.

The eligibility requirements for dedicated gas tax funds will be determined in accordance with these guidelines and requirements. The eligibility for any dedicated gas tax funds is at the sole discretion of the Ministry. Municipalities should consider consulting with Ministry staff to determine whether a proposed expenditure is an eligible expenditure for the purpose of dedicated gas tax funds.

4. GENERAL PROGRAM ALLOCATION METHODOLOGY AND PAYMENT PROCESS

4.1 General Program Allocation Methodologies

Based on consultation with municipalities, public transportation operators and stakeholders, the Province recognizes the varying needs of public transportation in Ontario municipalities, including those related to large established public transportation systems and communities with different growth rates and levels of public transportation service. Consistent with the above, the Province has established an allocation formula based on a combination of ridership and population. This formula balances the needs of large established public transportation systems, the growth needs of rapidly growing municipalities, and the needs of smaller municipalities that provide public transportation services.

The Province is implementing an allocation based on 70% transit ridership and 30% municipal population. Fully implemented, 70% of \$367.49 million (up to \$257.24 million) may be distributed to municipalities on the basis of their public transportation ridership levels. Thirty percent (30%) of \$367.49 million (up to \$110.25 million) may be distributed on the basis of

population levels. Public transportation ridership will include the totals of both conventional and specialized public transportation services.

Both ridership and population figures are updated and revised annually for use in the calculation of dedicated gas tax funds.

CUTA annually collects and reproduces, on behalf of the Ministry, transit ridership data in its Ontario Urban Transit Fact Book and its Ontario Specialized Transit Services Fact Book (the "CUTA Fact Books"). The Ministry used the 2017 ridership data from the 2017 CUTA Fact Books for the above calculation. Where a municipality's ridership data have not been collected nor reproduced in the 2017 CUTA Fact Books, the Ministry used the 2017 transit ridership data received from the municipality.

The 2018/19 gas tax allocations were calculated using 2017 population estimates derived from the 2011 census data.

Dedicated gas tax funds provided to each municipality in 2018/19 are not to exceed, based on the 2017 municipal public transportation spending data set out in the CUTA Fact Books, 75% of municipal own spending on public transportation. The Ministry may re-allocate, in support of increasing public transportation ridership, any amounts of moneys dedicated for but that remains undistributed through the Program.

The Ministry may undertake an annual review of the dedicated gas tax allocation methodology and eligibility requirements to ensure these funds support the desired outcome of increased public transportation ridership. Municipal public transportation spending will be reviewed on an annual basis to determine if the limits of the dedicated gas tax funds need to be applied where the gas tax allocation may exceed 75% of municipal own spending on public transportation.

4.2 Payment Process

The Minister will advise each municipality that provides public transportation services of the amount of dedicated gas tax funds it is eligible to receive. The Minister will send a letter of agreement to each of these municipalities. The letter of agreement will set out the terms and conditions upon which the dedicated gas tax funds will be released to the municipality, and by which the municipality will have to agree to be bound.

The Ministry may, on a quarterly basis (or other basis, as the Ministry may decide from time to time), make payments of dedicated gas tax funds only after receipt of the following documents: i) the letter of agreement, provided by the Ministry to the municipality, signed in accordance with the by-law(s) and, if applicable, the resolution(s) described below; and ii) a certified copy of the by-law(s) and, if applicable, any resolution(s) authorizing the letter of agreement and naming municipal signing officers for the letter of agreement.

In addition, the Ministry may withhold payment of dedicated gas tax funds until the reporting requirements under Section 8.4 are met.

Any amount of dedicated gas tax funds provided to the municipality under the Program will be subject to the remedies set out under Article 7.

Any dedicated gas tax funds the Ministry provides to a municipality and any related interest, including those kept by the municipality in a dedicated gas tax funds reserve account, will have to be used by the municipality exclusively towards public transportation services and in accordance with the requirements set out in these guidelines and requirements including, without limitation, those related to eligibility and related conditions, acquisition, disposition, accountability, records, audit, reporting, liability, and indemnity requirements.

If a municipality agrees to provide public transportation services (a “host municipality”) for another municipality, the Ministry, at its sole discretion, may only provide the host municipality with dedicated gas tax funds. Prior to the Ministry making any payment of dedicated gas tax funds to the host municipality, the host municipality and the municipality on whose behalf the host municipality is providing transportation services will be required to provide the Ministry with copies of their respective by-law(s) and, if applicable, resolution(s), designating the host municipality as a public transportation service provider for the municipality or authorizing the host municipality to provide public transportation services to the municipality, as applicable. The contributing municipality, on whose behalf the host municipality is providing transportation services, will be required to provide the Ministry with a copy of their by-law(s) and, if applicable, resolution(s), in the year that this arrangement is initiated, and will be required annually to confirm with the Ministry in writing that the arrangement is still in effect. The host municipality will be required to enter into a dedicated gas tax funds letter of agreement with the Ministry and be in compliance with the terms and conditions set out in these guidelines and requirements.

In addition, the host municipality must promptly advise the Ministry of any change in arrangements between the host and contributing municipalities, such as decisions to cease contributions. The Ministry may then, at its sole discretion, make any necessary adjustment to its contribution of dedicated gas tax funds to the host municipality.

5. DEDICATED GAS TAX FUNDS RESERVE ACCOUNT AND INTEREST

5.1 Dedicated Gas Tax Funds Reserve Account

Dedicated gas tax funds must be used only towards the eligible expenditures for public transportation listed under Article 3(a). If the Ministry provides dedicated gas tax funds to a municipality before the municipality’s immediate need for the funds, the municipality will be required to keep the funds, and all interest earned on such funds, in a dedicated gas tax funds reserve account. Dedicated gas tax funds received, and any related interest earned on such funds, must be reported annually, using the reporting forms, on a cash basis.

5.2 Interest

Interest must accrue on funds carried over the course of the Program reporting period in a dedicated gas tax funds reserve account. A municipality must calculate interest on its average annual balance of funds. The interest must also be reported annually, using the reporting forms, and can only be applied towards eligible expenditures.

6. ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

If a municipality acquires goods, including supplies, materials, vehicles, equipment or services, or both, with dedicated gas tax funds, it must do so through a process that promotes the best value (with due regard for economy, efficiency and effectiveness) for the dedicated gas tax funds it spends.

The municipality must report, in writing, to the Ministry any funds accrued from the sale, lease or disposal of assets purchased with dedicated gas tax funds, and return such funds to a dedicated gas tax funds reserve account (see Article 5), with the exception that funds accrued from the sale, lease or disposal of transit buses beyond their useful economic life (12 years for conventional and 5 years for specialized), will not be required to be returned to a dedicated reserve account.

7. ADJUSTMENT, WITHHOLDING AND PAYMENT OF DEDICATED GAS TAX FUNDS AND OTHER REMEDIES

If, in the opinion of the Ministry, a municipality: i) fails to comply with any term, condition or obligation set out in a letter of agreement, including these guidelines and requirements; ii) uses any of the dedicated gas tax funds or any related interest for a purpose not authorized without the prior written consent of the Ministry; iii) provides erroneous or misleading information; iv) fails to provide information, including requested audit information and required reports, to the Ministry for any reason whatsoever; or v) is unable to provide or acquire or has discontinued the provision or acquisition of any service or asset for which dedicated gas tax funds have been provided, or it is not reasonable for the municipality to continue to provide or acquire any service or asset for which such funds have been provided (“event of default”), the Ministry may, unless the Ministry provides the municipality with written notice of an opportunity to remedy the event of default, take one or more of the following actions: i) initiate any action the Ministry considers necessary in order to facilitate the successful provision or acquisition of any service or asset provided or acquired with dedicated gas tax funds; ii) suspend the payment of dedicated gas tax funds for such period as the Ministry determines appropriate; iii) reduce the amount of the dedicated gas tax funds; (iv) cancel further payments of dedicated gas tax funds; (v) demand from the municipality the payment of any dedicated gas tax funds remaining in the possession or under the control of the municipality; (vi) demand from the municipality the payment of an amount equal to any dedicated gas tax funds the municipality used, but did not use in accordance with the letter of agreement; (vii) demand from the municipality the payment of an amount equal to any dedicated gas tax funds the Ministry provided to the municipality; and viii) terminate the letter of agreement at any time, including

immediately, without liability, penalty or costs to the Ministry upon giving notice to the municipality.

Where the Ministry gives the municipality an opportunity to remedy an event of default by giving the municipality notice of the particulars of the event of default and the date by which the municipality is required to remedy it, and: i) the municipality does not remedy the event of default by the date specified in the notice; ii) it becomes apparent to the Ministry that the municipality cannot completely remedy the event of default by the date specified in the notice; or iii) the municipality is not proceeding to remedy the event of default in a way that is satisfactory to the Ministry, the Ministry may extend the date by which the municipality is required to remedy the event of default, or initiate any of the remedies for event of default available to it under this Article.

Upon termination of the letter of agreement pursuant to this Article, the Ministry may take one or more of the actions listed for in the first paragraph to this Article 7. In regards to any demand for payment, the Minister may not demand payment of an aggregate amount greater than the dedicated gas tax funds that were received by the municipality.

Upon the Minister providing a municipality a written demand for payment of dedicated gas tax funds, any related interest, or both, the amount of the demand will be deemed to be a debt due and owing to the Crown of the Province of Ontario and may be recovered as such under applicable law, including, without limitation, the *Financial Administration Act*, R.S.O. 1990, c. F.12, as amended, ("FAA"). In addition to any remedy the Crown may have under the FAA, the Ministry may decide to withhold or adjust the amount of any current or future dedicated gas tax funding, or any other funding program, that may be provided to the municipality in an amount equal to such debt or have the amount of such debt deducted from financial assistance payable on any other project(s) of the municipality under any other initiative in which the Ministry is involved (either current or future). The Ministry may charge the municipality interest on any money owing by the municipality at the then current rate charged by the Province of Ontario on accounts receivable. The municipality will pay any money owing to the Ministry by cheque payable to the "Ontario Minister of Finance" and delivered to the Ministry as the Ministry may require.

If a municipality: i) has failed to comply with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a "failure"); ii) has been provided with notice of such failure in accordance with the requirements of such other agreement; iii) has, if applicable, failed to rectify such failure in accordance with the requirements of such other agreement; and iv) such failure is continuing, the Ministry may suspend the payment of dedicated gas tax funds for such period as the Ministry determines appropriate.

When the Ministry provides its consent pursuant to a letter of agreement, including these guidelines and requirements, it may impose any terms and conditions on such consent and the municipality will comply with such terms and conditions.

If a municipality fails to comply with any term of a letter of agreement, including these guidelines and requirements, the municipality could only rely on a waiver of the Ministry if the

waiver was in writing and refers to the specific failure to comply. A waiver will not have the effect of waiving any subsequent failures to comply.

Any decision made by the Minister regarding funding under the Program is final.

8. ACCOUNTABILITY, RECORDS, AUDIT AND REPORTING REQUIREMENTS

8.1 Accountability

A municipality receiving dedicated gas tax funds must use such funds, and any interest earned on such funds, exclusively towards public transportation service eligible expenditures and in accordance with these guidelines and requirements. The municipality will not be allowed to use dedicated gas tax funds and related interest to offset other municipal expenditures.

The municipality will also be required to provide such further assurances as the Ministry may request from time to time with respect to any matter to which a letter of agreement, including these guidelines and requirements, pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of these documents to their full extent.

Furthermore, the municipality must ensure any information the municipality provides to the Ministry under the Program is true and complete at the time provided and will continue to be true and complete.

8.2 Records

A municipality receiving dedicated gas tax funds must keep and maintain separate records and documentation related to any dedicated gas tax funds and any related interest, including invoices and any other financially-related documents relating to the provision or acquisition of public transportation services for which dedicated gas tax funds and any related interest have been used. The records and documentation must be kept and maintained in accordance with generally accepted accounting principles. Records containing confidential information must be kept in accordance with all applicable legislation. No provision of these guidelines and requirements shall be construed so as to give the Ministry any control whatsoever over the municipality's records.

8.3 Audit

A municipality receiving dedicated gas tax funds may be subject to audit. The Ministry may, at its sole discretion, audit or have audited by any third party, any records and documentation of the municipality related to any public transportation services provided or acquired with dedicated gas tax funds or any related interest, and such funds. Such audit may require the Ministry, at the municipality's expense (except as provided in the Canadian Content Policy), to retain external auditors. In addition, the Auditor General may, pursuant to the *Auditor General Act*, R.S.O. 1990, c. A. 35, as amended, audit the accounts and records of the municipality

relating to any expenditure of dedicated gas tax funds.

To assist in respect of the rights set out above, a municipality will be required to disclose any information requested by the Ministry, its authorized representatives or an independent auditor identified by the Ministry, and will do so in the form requested by the Ministry, its authorized representatives or an independent auditor.

In addition to any adjustments the Ministry may make to dedicated gas tax funding under these guidelines and requirements, the Ministry may, upon recommendation in an audit report, adjust future dedicated gas tax fund payments or other payments the Province may make to the municipality under any other program.

8.4 Reporting

Accuracy in the calculation and reporting of municipal transit ridership and dedicated gas tax funds and any related interest is paramount. When calculating ridership, municipalities must use one of the acceptable best practices identified in the 2008 Ontario Ridership Data Collection Review Report, published jointly by CUTA and iTrans Consultants (retained by CUTA).

A municipality will be accountable to use dedicated gas tax funds and any related interest towards public transportation expenditures that meet the Program eligibility requirements. Each municipality will be required to report on how dedicated gas tax funds and any related interest are spent on an annual basis, including the provision of its Canadian Content Policy declaration form(s), in accordance with the Canadian Content Policy, for any public transportation vehicle funded with dedicated gas tax funds. The Canadian Content Policy has been amended effective September 21, 2017 to be aligned with government procurement commitments under the Comprehensive Economic Trade Agreement (CETA) between Canada and the European Union (EU). As of September 21, 2017, municipalities are to comply with the amended policy for all transit procurements.

For the purpose of the above reporting, municipalities will be required to use the reporting forms that have been developed in consultation with municipal public transportation stakeholders, and submit these reporting forms to the Ministry prior to February 28, 2019.

Municipalities are strongly advised to carefully verify all data before submitting their reporting forms, to ensure that all information provided is accurate. Municipalities are also encouraged to contact the Ministry if they require any guidance or assistance in completing these reports.

9. COMMUNICATIONS

Unless the Ministry otherwise approves in writing, a municipality receiving dedicated gas tax funds will be required to acknowledge the support of the Ministry in a form and manner as directed by the Ministry.

A municipality will be required to give a minimum of thirty (30) days written notice to the Ministry regarding any planned local dedicated gas tax funding communication or recognition event, or both. The municipality will also be required to provide the Ministry with detailed information regarding such communication or event, or both.

The Ministry and a municipality receiving dedicated gas tax funds will, at all times, remain independent of each other and will not represent themselves to be the agent, joint venturer, partner or employee of the other. Neither the municipality nor the Ministry will be allowed to make representations or take actions that could establish or imply any apparent relationship of agency, joint venture, partnership or employment. In addition, neither the municipality nor the Ministry will be bound in any manner whatsoever by any agreements, warranties or representations made by any of them to any other person or entity, with respect to any other action of the other.

If the municipality publishes any material of any kind, written or oral, relating to public transportation services provided or acquired with dedicated gas tax funds, the municipality will indicate in the material that the views expressed in the material are the views of the municipality and do not necessarily reflect those of the Ministry.

A municipality receiving gas tax funding must comply with the requirements for the installation and maintenance of visual identity signage set out in Appendix C.

10. CONFLICT OF INTEREST

A municipality and its subcontractors and any of their respective personnel must use dedicated gas tax funds and provide and acquire services and assets with such funds without an actual, potential, or perceived conflict of interest.

A conflict of interest includes any circumstances where a municipality or any person who has the capacity to influence the municipality's decisions has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the municipality's objective, unbiased, and impartial judgment relating to the provision or acquisition of services or assets provided or acquired with dedicated gas tax funds, the use of such funds, or both.

A municipality will disclose to the Ministry, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest, and comply with any terms and conditions that the Ministry may prescribe as a result of the disclosure.

11. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

All applications submitted to the Ministry are subject to the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F. 31, as amended ("FIPPA"). The FIPPA provides every person with a right of access to information in the custody or under the control of the Ministry, subject to a limited set of exemptions.

Municipalities are advised that the names of municipalities receiving dedicated gas tax funds, the amount of funds provided, and the purpose for which dedicated gas tax funds are provided, is information the Ministry makes available to the public.

12. LIABILITIES AND INDEMNITIES

A municipality receiving dedicated gas tax funds must agree that it is responsible for anything that may arise, directly or indirectly, in connection with the Program, including, without limitation, any activity under it such as the provision and acquisition of services and assets with dedicated gas tax funds. The Ministry's involvement under the Program is for the sole purpose of, and is limited to, the provision of dedicated gas tax funds.

Furthermore, a municipality receiving dedicated gas tax funds must agree to indemnify and hold harmless the indemnified parties from and against any and all losses or proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of, or in connection with anything done or omitted to be done by the municipality or any municipality on behalf of which the municipality receives dedicated gas tax funds, or any of their respective personnel, the Program, any activity under it, or the letter of agreement, unless the loss or proceeding is solely caused by the negligence or willful misconduct of the indemnified parties.

A municipality receiving dedicated gas tax funds is responsible for its own insurance and must carry, at its own costs and expense, and require the same from its subcontractors and any municipality on behalf of which it receives dedicated gas tax funds, all the necessary and appropriate insurance that a prudent municipality in similar circumstances would maintain in order to protect itself and the Ministry and support the indemnification, as set out above, provided to the Ministry. For greater certainty, the municipality is not covered by the Province of Ontario's insurance program and no protection will be afforded to the municipality by the Government of Ontario for any losses or proceedings that may arise out of the Program or letter of agreement.

For greater certainty, the rights and remedies of the Ministry under a letter of agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

13. COMPLIANCE WITH THE LAW

A municipality receiving dedicated gas tax funds must comply with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the services or assets provided or acquired with the dedicated gas tax funds and the dedicated gas tax funds.

For greater clarity, by receiving dedicated gas tax funds, a municipality may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Public Sector Salary Disclosure Act, 1996*, S.O. 1996, c. 1, Sched. A and the *Auditor General Act*, R.S.O. 1990, c. A.35.

14. WHERE TO APPLY AND REQUEST OR PROVIDE INFORMATION

All forms, agreements, supporting documentation as well as any questions regarding the Program are to be directed to the Strategic Transit Investments Office of the Ministry of Transportation at MTO-PGT@ontario.ca.

APPENDIX A: REPORTING FORMS

APPENDIX B: CANADIAN CONTENT POLICY

APPENDIX C: VISUAL IDENTITY SIGNAGE REQUIREMENTS

1. Purpose of Schedule

This Appendix describes the municipality's responsibilities and obligations involved in installing and maintaining visual identity signage under the Program.

2. Visual Identity Signage

The municipality will install and maintain the exterior and interior visual identity signage on transit vehicles for which dedicated gas tax funds were provided. This is to include replacement buses that have been supported through the Program.

External visual identity signage must be located immediately to the left of the front passenger entrance doors of the vehicle. Internal visual identity signage should be placed on an interior wall in a location and height that will be convenient for passengers to read.

Recognition stickers approximate size — 10" x 3.4". Sample image found below is not to scale.



THE CORPORATION OF THE TOWN OF TILLSONBURG

BY-LAW NO. 4251

A BY-LAW a Schedule of Fees for certain Municipal applications, service and permits.

WHEREAS Section 39(1) of the Municipal Act, S. O. 2001, c. M. 25, as amended, provides that without limiting sections 9, 10 and 11, those sections authorize a municipality to impose fees or charges on persons, for services or activities provided or done by or on behalf of it, for costs payable by it for services or activities provided or done by or on behalf of any other municipality or any local board; and for the use of its property including property under its control;

AND WHEREAS it is necessary and expedient to establish a Schedule of Fees for certain Municipal applications, services and permits;

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

1. THAT Schedule "A" to this By -Law is adopted as the Schedule of Fees for certain Municipal applications services and permits listed therein.
2. Should the provisions of any other By -Law of the Town of Tillsonburg or other document purporting to set the Fees listed in Schedule " A" be in conflict with the provisions of this By -Law, the provisions of this By -Law shall prevail.
3. That Schedule "A" to this by-law forms part of this by-law as if written herein.
4. This By-Law shall come into full force and effect on the day of its passing.
5. That By-Law 4156 passed on the 8th of January, 2018 shall be hereby repealed.

READ FOR A THIRD AND FINAL TIME AND PASSED THIS 28th DAY OF January, 2019.

Mayor – Stephen Molnar

Town Clerk – Donna Wilson

Item	2018 Fee	Proposed 2019 Fee	% Change	Tax	Notes
Animal Control					
Boarding Fee Cat	25.00	25.00	0%	HST	As per Animal Control Contract
Boarding Fee Dog	25.00	25.00	0%	HST	As per Animal Control Contract
Call out fee for service	105.00	105.00	0%	HST	As per Animal Control Contract
Dog license - spayed or neutered before March 31 (discounted)	17.00	17.00	0%	Exempt	Schedule V Part VI (ETA)- Exempt
Dog license - spayed neutered after March 31	35.00	35.00	0%	Exempt	Schedule V Part VI (ETA)- Exempt (\$5.00 towards dog park and balance to recover staff cost to follow-up outstanding accounts and to administer)
Dog license - intact - before March 31 (discounted)	22.00	22.00	0%	Exempt	Schedule V Part VI (ETA)- Exempt
Dog license - intact - after March 31	40.00	40.00	0%	Exempt	Schedule V Part VI (ETA)- Exempt (\$5.00 towards dog park and balance to recover staff cost to follow-up outstanding accounts and to administer)
Cat license - spayed or neutered before March 31	15.00	15.00	0%	Exempt	Schedule V Part VI (ETA)- Exempt
Cat license - spayed neutered after March 31	20.00	20.00	0%	Exempt	Schedule V Part VI (ETA)- Exempt
Cat license - intact - before March 31	20.00	20.00	0%	Exempt	Schedule V Part VI (ETA)- Exempt
Cat license - intact - after March 31	25.00	25.00	0%	Exempt	Schedule V Part VI (ETA)- Exempt
Cat/dog license - replacement	5.00	5.00	0%	Exempt	Schedule V Part VI (ETA)- Exempt
Euthanasia and Disposal - Cat	63.00	63.00	0%	HST	As per Animal Control Contract
Euthanasia and Disposal - Dog	80.00	80.00	0%	HST	As per Animal Control Contract
Live Trap Placement	105.00	105.00	0%	HST	As per Animal Control Contract
Muzzle Order Appeal	-	200.00	NEW	Exempt	
By-law Enforcement					
Invoice admin processing fee	225.00	250.00	11%	HST	
Issue Order	100.00	125.00	25%	HST	
Re-issuance of Permit/License/Document	50.00	50.00	0%	Exempt	Schedule V Part VI (ETA)- Exempt
Fortification By-Law Exemption Application - single family dwelling or not-for-	150.00	150.00	0%	HST	
Fortification By-Law Exemption Application - Multi-Residential, Commercial,	400.00	400.00	0%	HST	
Property Standards Appeal	125.00	350.00	180%	Exempt	
Noise By-Law Exemption Permit - Minor	-	250.00	NEW	Exempt	
Noise By-law Exemption Permit - Major	-	375.00	NEW	Exempt	

Item	2018 Fee	Proposed 2019 Fee	% Change	Tax	Notes
Building - Fees					
Building - photocopies - larger than ledger	3.00	3.00	0%	HST	
Building Certificate	50.00	55.00	10%	Exempt	Schedule V Part VI (ETA)- Exempt
Permit fees - amend existing permit	55.00	55.00	0%		
Permit Review Fee - major amendment to existing permit	50.00	50.00	0%	HST	Per hour fee to review major changes to existing permit(s) in accordance with By-Law 3198
Building - Fees					
Residential – New Low Density - Single Detached & Townhouses	Minimum permit fee \$2,285.00 OR \$127.00 Flat Rate + \$11.20 per each additional \$1000.00 in value of construction - whichever is greater - plumbing permit fees included	Minimum permit fee \$2,326.00 OR \$130.00 Flat Rate + \$11.40 per each additional \$1000.00 in value of construction - whichever is greater - plumbing permit fees included	2%	Exempt	Schedule V Part VI (ETA)- Exempt
Residential – Mobile Homes, Low Density, Medium Density, High Density, Additions, Alterations, etc.	\$127.00 Flat Rate + \$11.20 per each additional \$1000.00 in value of construction. - plumbing permit fees included	\$130.00 Flat Rate + \$11.40 per each additional \$1000.00 in value of construction. - plumbing permit fees included	2%	Exempt	Schedule V Part VI (ETA)- Exempt
ICI – New	\$127.00 Flat Rate + \$11.20 per each additional \$1000.00 in value of construction. - plumbing permit fees included	\$130.00 Flat Rate + \$11.40 per each additional \$1000.00 in value of construction. - plumbing permit fees included	2%	Exempt	Schedule V Part VI (ETA)- Exempt
ICI Major Alterations/Renovations/Additions (> 75,000)	\$1,017.00 Flat Rate + \$11.20 per each additional \$1000.00 in value of construction. - plumbing permit fees included	\$1,037.00 Flat Rate + \$11.40 per each additional \$1000.00 in value of construction. - plumbing permit fees included	2%	Exempt	Schedule V Part VI (ETA)- Exempt
ICI Minor Alteration/Renovations/Additions (\$75,000 or less)	\$254.00 Flat Rate + \$11.20 per each additional \$1000.00 in value of construction. - plumbing permit fees included	\$259.00 Flat Rate + \$11.40 per each additional \$1000.00 in value of construction. - plumbing permit fees included	2%	Exempt	Schedule V Part VI (ETA)- Exempt
Decks, Sheds, Accessory Buildings, Pools, etc.	\$127.00 Flat Rate + \$11.20 per each additional \$1000.00 in value of construction.	\$130.00 Flat Rate + \$11.40 per each additional \$1000.00 in value of construction.	2%	Exempt	Schedule V Part VI (ETA)- Exempt
Part 9 Residential Demolition	127.00	130.00	2%	Exempt	Schedule V Part VI (ETA)- Exempt
Demolition – all others	509.00	519.00	2%	Exempt	Schedule V Part VI (ETA)- Exempt
Water Connection, Sewer Connection or repair	127.00	130.00	2%	Exempt	Schedule V Part VI (ETA)- Exempt
Change of Use Permit (no construction)	254.00	259.00	2%	Exempt	Schedule V Part VI (ETA)- Exempt
Conditional Permit Agreement	254.00	259.00	2%	Exempt	Schedule V Part VI (ETA)- Exempt
Alternative Solution Review	509.00 + cost of peer review	519.00 + cost of peer review	2%	Exempt	Schedule V Part VI (ETA)- Exempt
Occupant Load Inspection Analysis & Report	76.00/hr	78.00/hr	3%	Exempt	Schedule V Part VI (ETA)- Exempt
AGCO Agency Approval	76.00	78.00	3%	Exempt	Schedule V Part VI (ETA)- Exempt
Re-inspection	76.00	78.00	3%	Exempt	Schedule V Part VI (ETA)- Exempt
Issue Order	102.00	125.00	23%	Exempt	Schedule V Part VI (ETA)- Exempt
Transfer Permit	102.00	104.00	2%	Exempt	Schedule V Part VI (ETA)- Exempt
Construction w/o Permit	Double the initial permit rate	Double the initial permit rate	0%	Exempt	Schedule V Part VI (ETA)- Exempt

Building-Bylaw-Clerks-Planning

Item	2018 Fee	Proposed 2019 Fee	% Change	Tax	Notes
Signs					
Permit fees - signs - permanent	a) \$50.00 first \$1,000.00 of estimated value of construction plus b) \$5.00 per each additional \$1,000.00 or part there of	a) \$75.00 first \$1,000.00 of estimated value of construction plus b) \$5.00 per each additional \$1,000.00 or part there of	50%	Exempt	Schedule V Part VI (ETA)- Exempt
Permit fees - signs - mobile	25.00	30.00	20%	Exempt	Schedule V Part VI (ETA)- Exempt
Permit fees - sign - construction/placement without a permit	double initial permit fee	double initial permit fee	0%	Exempt	Schedule V Part VI (ETA)- Exempt
Sign Variance - Minor Variance - Director Approval	250.00	275.00	10%	Exempt	Schedule V Part VI (ETA)- Exempt
Sign Variance - Major Variance - Council Approval	375.00	400.00	7%	Exempt	Schedule V Part VI (ETA)- Exempt
Sign Variance - Appeal Application	250.00	275.00	10%	Exempt	Schedule V Part VI (ETA)- Exempt
Sign Variance - after the fact	1.5 the initial application rate	1.5 the initial application rate	0%	Exempt	
Sign Removal - General	125.00/sign	125.00/sign	0%	HST	
Sign Removal - Mobile Sign	275.00/ea	275.00/ea	0%	HST	
Sign Removal - Posters	25.00/ea + cost to repair any damage to public property	25.00/ea + cost to repair any damage to public property	0%	HST	
Sign Removal - Temporary Signs	25.00/ea	25.00/ea	0%	HST	
Sign Removal - A-Frame/Sandwich Board/Sidewalk Signs	100.00/ea	100.00/ea	0%	HST	
Sign Removal - Banner Sign	250.00/ea	250.00/ea	0%	HST	
Permit fees - temporary buildings	2,000.00	2,000.00	0%	Exempt	Schedule V Part VI (ETA)- Exempt
Permit fees - transfer of permit	55.00	55.00	0%	Exempt	Schedule V Part VI (ETA)- Exempt
Building Licences					
Taxi Cab Driver's Licence	35.00	35.00	0%	Exempt	Schedule V Part VI (ETA)- Exempt (As proposed in 2016 Taxi By-Law report.)
Taxi Cab Owner Stand	125.00	125.00	0%	Exempt	Schedule V Part VI (ETA)- Exempt
Taxi Cab Owner Licence	50.00	50.00	0%	Exempt	Schedule V Part VI (ETA)- Exempt (as per proposed by-law 4051) As proposed in 2016 Taxi By-Law report.
Taxi Cab Driver Licence Renewal				Exempt	Schedule V Part VI (ETA)- Exempt (delete - renewal not applicable as per proposed by-law 4051) Reduced reate for renewal deleted as proposed in 2016 Taxi By-Law report.
Taxi Cab Vehicle Licence	65.00	65.00	0%	Exempt	Schedule V Part VI (ETA)- Exempt (as per proposed by-law 4051) As proposed in 2016 Taxi By-Law report.
Taxi Cab Vehicle Licence Renewal	50.00	50.00	0%		Schedule V Part VI (ETA)- Exempt (as per proposed by-law 4051) As proposed in 2016 Taxi By-Law report.
Group Transportation Owner Licence	50.00	50.00	0%		Schedule V Part VI (ETA)- Exempt (as per proposed by-law 4051) As proposed in 2016 Taxi By-Law report.
Group Transportation Drivers Licence	35.00	35.00	0%		Schedule V Part VI (ETA)- Exempt (as per proposed by-law 4051) As proposed in 2016 Taxi By-Law report.
Group Transportation Vehicle Licence	75.00	75.00	0%		Schedule V Part VI (ETA)- Exempt (as per proposed by-law 4051) As proposed in 2016 Taxi By-Law report.
Group Transportation Vehicle Licence Renewal	50.00	50.00	0%		Schedule V Part VI (ETA)- Exempt (as per proposed by-law 4051) As proposed in 2016 Taxi By-Law report.
Limousine Driver's Licence	65.00	65.00	0%	Exempt	Schedule V Part VI (ETA)- Exempt (as per proposed by-law 4051) As proposed in 2016 Taxi By-Law report.
Limousine Owner Licence	70.00	70.00	0%	Exempt	Schedule V Part VI (ETA)- Exempt (as per proposed by-law 4051) As proposed in 2016 Taxi By-Law report.
Limousine Vehicle Licence	72.00	72.00	0%	Exempt	Schedule V Part VI (ETA)- Exempt (annual fee - as per proposed by-law 4051)
Kennel - new	100.00	100.00	0%	Exempt	Schedule V Part VI (ETA)- Exempt
Kennel - renewal	100.00	100.00	0%	Exempt	Schedule V Part VI (ETA)- Exempt
Clerk Issued Documents -Licences					
					Licences.

Item	2018 Fee	Proposed 2019 Fee	% Change	Tax	Notes
Business Licence					
New Business	135.00	140.00	4%	Exempt	Schedule V Part VI (ETA)- Exempt
Home occupation Business	135.00	140.00	4%	Exempt	Schedule V Part VI (ETA)- Exempt
Business Licence per year					
Auctioneer Licence	205.00	205.00	0%	Exempt	Schedule V Part VI (ETA)- Exempt
Pawnbroken Licence - renewal	65.00	65.00	0%	Exempt	Schedule V Part VI (ETA)- Exempt
Pawnbroker Licence - new	205.00	205.00	0%	Exempt	Schedule V Part VI (ETA)- Exempt
Pawnbroker Security Deposit - refundable	2,000.00	2,000.00	0%	Exempt	Schedule V Part VI (ETA)- Exempt
Vending/Salesperson Licence	205.00	205.00	0%	Exempt	Schedule V Part VI (ETA)- Exempt
Food Vending Licence	205.00	205.00	0%	Exempt	Schedule V Part VI (ETA)- Exempt
Event Organizer Licence	205.00	205.00	0%	Exempt	Charge does not apply to not for profit organizations
Other					
Marriage Licence	128.00	130.00	2%	Exempt	Schedule V Part VI (ETA)- Exempt
Marriage Ceremony - Council Chambers	250.00	250.00	0%	HST	In Council Chambers during business hours.
Marriage Ceremony - Other Location	300.00	300.00	0%	HST	Within Town limits - outside Town limits subject to mileage.
Witness if required	25.00	25.00	0%	HST	Two witnesses are required for each ceremony.
Burial Permits	20.00	20.00	0%	Exempt	Schedule V Part VI (ETA)- Exempt
Photocopying/ Printing double sided	0.31	0.55	77%	HST	
Photocopying/ Printing single sided	0.27	0.50	85%	HST	
Comissioner of Oaths Signatures where Clerk must produce affidavit (max. 3 see notes)	25.00	25.00	0%	none	Pension applications and bankruptcy forms Exempt. An additional \$5 will be charged for more than 3 documents requiring signature.
Commissioner of Oaths Signatures or Certified True Copies (max. 5 see	25.00	25.00	0%	none	Maximum 5 copies; additional fee of \$2.00 for each additional copy
Register Document on Title	200.00	200.00	0%	Exempt	
Remove/Release Document from Title	200.00	200.00	0%	Exempt	
Title Search	55.00	55.00	0%	Exempt	
Freedom of Information Request (FOI) - Initial Fee	-	5.00	NEW	Exempt	Initial fee; photocopy charges may apply.
Planning & Development					
Cash-in-lieu of parkland (consents)	550.00	1,000.00	82%	Exempt	Up to 5% of lot value for residential & 2.5% for commercial
Planning Application - Minor Variance	600.00	900.00	50%	Exempt	
Planning Application - Minor Variance - after the fact	900.00	1,800.00	100%	Exempt	
Planning Application - Site Plan - Minor	300.00	500.00	67%	Exempt	
Planning Application - Site Plan - Minor - after construction	400.00	1,000.00	150%	Exempt	
Planning Application - Site Plan - Major	600.00	1,000.00	67%	Exempt	
Planning Application - Site Plan - Major - after construction	950.00	2,000.00	111%	Exempt	
Planning Application - Site Plan - Amendment Application	175.00	500.00	186%	Exempt	
Planning Application - Site Plan - Amendment Application after-the-fact	300.00	1,000.00	233%	Exempt	
Site Plan Application - 3rd & subsequent submissions	-	500.00	NEW	Exempt	
Site Plan Agreement Administration Fee (includes registration on title)	-	500.00	NEW	Exempt	
Planning Application - Zone Change- prior to use	700.00	1,200.00	71%	Exempt	
Planning Application - Zone Change- after use has occupied	1,200.00	2,400.00	100%	Exempt	
Planning Application - Zoning - Removal of (H)	200.00	250.00	25%	Exempt	
Subdivision Certificate	50.00	55.00	10%	Exempt	
Zoning Certificate	45.00	50.00	11%	Exempt	Schedule V Part VI (ETA)- Exempt
Land Division (severance) Clearance Letter	-	50.00	NEW	Exempt	
Severance Agreement	-	1,000.00	NEW	Exempt	
Planning - Preservicing Agreement Administration fee	1,250.00	1,500.00	20%	HST	
Subdivision Agreement Administration Fee	800.00	1,500.00	88%	HST	
Subdivision Drawing Review (per lot)	-	100.00	NEW	Exempt	
Subdivision Drawing Review Fee (per lot) - 3rd submission & thereafter	-	50.00	NEW	Exempt	
Engineering Inspection Fee	-	150.00	NEW	Exempt	

Item	2018 Fee	Proposed 2019 Fee	% Change	Tax	Notes
Storm Water Management Pond Review	-	500.00	NEW	Exempt	
Encroachment Agreement Fee	1,100.00	1,300.00	18%	Exempt	Schedule V Part VI (ETA)- Exempt

Finance

Item	2018 Fee	Proposed 2019 Fee	% Change	Tax	Unit	Notes
Corporate						
Photocopying/ Printing double sided	0.31	0.55	77%	HST	per page	
Photocopying/ Printing single sided	0.27	0.50	85%	HST	per page	
Interest on overdue accounts	1.25%	1.25%	0%	HST	per month	
Tax Department						
Tax certificate	50.00	50.00	0%	Exempt	each	
Tax registration service costs	3,000.00	3,000.00	0%	Exempt	each	
Tax Bill reprint	10.00	10.00	0%	Exempt	each	No Charge through Virtual City Hall
Tax receipt	10.00	10.00	0%	Exempt	each	
Payment Redistribution	15.00	15.00	0%	Exempt	each	New
Water/Sewer Admin Charge	45.00	45.00	0%	Exempt	each	
Corporate						
NSF Fee	35.00	35.00	0%	Exempt	each	

TCC

Programs	2018 Fee	Proposed 2019 Fee	% Change	Tax	Unit	Notes
Community Centre - Aquatics						
Aquafit - 10 passes	50.00	51.00	2%	HST	10 passes	UFS applicable
Aerobics - 10 passes	50.00	51.00	2%	HST	10 passes	UFS applicable
Aquafit - 20 passes	79.10	80.70	2%	HST	20 passes	UFS applicable
Aquatfit/Aerobics Classes - 50 passes	157.10	160.20	2%	HST	50 passes	
Aquafit/Aerobics Classes - 100 passes	277.40	282.90	2%	HST	100 passes	
Aerobics - 20 passes	79.10	79.10	0%	HST	20 passes	UFS applicable
Aerobics - 5 passes	35.20	35.90	2%	HST	5 passes	UFS applicable
30 minute Swimming Lesson	53.00	54.60	3%	Exempt	8 lessons	Schedule V, Part VI, UFS Applicable
45 minute Swimming Lesson	56.10	57.80	3%	Exempt	8 lessons	Schedule V, Part VI, UFS Applicable
60 minute Swimming Lesson	59.20	61.00	3%	Exempt	8 lessons	Schedule V, Part VI, UFS Applicable
Bronze Star	61.20	62.40	2%	HST	course	UFS applicable
Bronze Medallion	76.00	77.50	2%	HST	per course	UFS applicable
Bronze Cross	76.00	77.50	2%	HST	per course	UFS applicable
First Aid	76.00	77.50	2%	HST	per course	UFS applicable
First Aid Recert	53.00	54.10	2%	HST	per course	UFS applicable
National Lifeguard	210.10	214.30	2%	HST	per course	UFS applicable
National Lifeguard Recert	50.00	51.00	2%	HST	per course	UFS applicable
Assistant Swimming Instructors School	64.80	66.10	2%	HST	per course	UFS applicable
Additional Fee	26.80	27.30	2%	HST	per course	UFS applicable
Swim for Life Instructors School	102.50	104.20	2%	HST	per course	UFS applicable
Lifesaving Instructors	102.50	104.60	2%	HST	per course	UFS applicable
Swim/Lifesaving Instructors	210.10	214.30	2%	HST	per course	UFS applicable
Private Lessons (14+ years)	110.20	112.40	2%	HST	6 classes	UFS applicable
Private Lessons	110.20	112.40	2%	Exempt	6 lessons	Youth, UFS applicable
Lifesaving Sport Fundamentals	57.10	58.20	2%	Exempt	8 lessons	Youth
Swim Synchro Swimming Lessons	57.10	58.20	2%	Exempt	8 lessons	Youth
Synchronized Swimming Team	485.50	495.20	2%	Exempt	9 Months	Youth, UFS applicable
First Aid Instructor	103.00	105.10	2%	HST	per course	
National Lifeguard Instructor	147.90	150.90	2%	HST	per course	UFS applicable
Examiner Standards/Advanced Instructors	37.20	37.90	2%	HST	per course	UFS applicable
Community Centre - classes, courses, and camps						
Adult Friendly Badminton	68.30	69.70	2%	HST	13 lessons	
Babysitting Course	53.00	54.10	2%	Exempt	8hr course	Schedule V, Part VI
Bus Trip - Base (Youth Trips)	55.00	56.10	2%	Exempt		
Bus Trip - Adults	170.00	173.40	2%	HST		Four Adult prices based on Location, Venue and Meal Costs
Bus Trip Adults	92.00	93.80	2%	HST		
Bus Trip Adults	75.00	76.50	2%	HST		
Bus Trip - Adults	65.00	66.30	2%	HST		
Dance 30 min class	36.50	36.50	0%	Exempt	6 lessons	Schedule V, Part VI
Dance 45 min class	57.60	58.80	2%	Exempt	6 lessons	
Dance 60 min class	65.80	67.10	2%	Exempt	6 lessons	Schedule V, Part VI
Fitness for Teens	68.90	70.30	2%	HST	8 lessons	
Stability Ball	68.90	70.30	2%	HST	6 lessons	

TCC

Programs	2018 Fee	Proposed 2019 Fee	% Change	Tax	Unit	Notes
Floor Gymnastics	53.80	54.90	2%	HST	6 lessons	new course
Ultimate Mix Sports	36.50	37.20	2%	HST	6 lessons	new course
Indoor Soccer	36.50	37.20	2%	HST	6 lessons	new course
Karate - Kids Karate	58.10	59.30	2%	Exempt	12 lessons	Schedule V, Part VI
Karate - Tiny Tigers	46.90	47.80	2%	Exempt	12 lessons	Schedule V, Part VI
PreSchool Program	58.10	59.30	2%	Exempt	10 lessons	Schedule V, Part VI
Learn to Run (Clinic)	69.90	71.30	2%	HST	12 lessons	
Workshops - 1/2 day	26.50	27.00	2%	HST		
Workshops - Specialty Course	79.60	81.20	2%	HST		
Workshops - 8 hours	106.10	108.20	2%	HST		
Yoga	26.50	27.00	2%	HST	6 lessons	
Youth Boys/Girls Volleyball	36.50	36.50	0%	HST	6 lessons	
Youth Co-Ed Basketball Gr 5/6	36.50	36.50	0%	HST	6 lessons	
Youth March Break Program - daily	32.60	33.30	2%	Exempt	daily	Schedule V, Part VI
Youth Camp - week	131.60	134.20	2%	Exempt	week	Schedule V, Part VI
Youth Camp day	32.60	33.30	2%	Exempt	daily	Schedule V, Part VI
Youth Camp Lunch	5.90	6.00	2%	Exempt	each	Schedule V, Part VI
Youth Camp Special	181.60	185.20	2%	Exempt	week	Schedule V, Part VI
Youth Camp - short week	106.10	108.20	2%	Exempt		Schedule V, Part VI
Cancellations less than 24 hours notice	70% of registration	70% of registration	0%			
Community Centre - Events						
Run - 10km - day of registration	52.00	53.00	2%	HST	per person	Ties in with area races
Run - 10km - regular registration	41.80	42.60	2%	HST	per person	
Run - 10km - early bird registration	36.70	37.40	2%	HST	per person	T Shirt included
Run - 5km - regular registration	36.70	37.40	2%	HST	per person	Ties in with area races
Run - 5km - early bird registration	31.60	32.20	2%	HST	per person	T Shirt included
Run - 5km - day of registration	46.90	47.80	2%	HST	per person	
Bike Tour - 25km	20.40	20.80	2%	HST	per person	
Bike Tour - 40km	40.80	41.60	2%	HST	per person	
Bike Tour - 100km	61.20	62.40	2%	HST	per person	
Bike Tour - 100mi	81.60	83.20	2%	HST	per person	
Community Centre - Facility Rentals						
Arena - Weekdays before 5pm & after 11pm	91.80	93.60	2%	HST	hour	Effective April through March
Arena - Weekdays after 5pm & weekends	171.40	174.80	2%	HST	hour	Effective April through March
Arena - Minor	120.40	122.80	2%	HST	hour	Effective April through March
Arena - Shinny	5.60	5.70	2%	HST	per person	
Arena - Ice Flat Rate	416.20	424.50	2%	HST	per day	
Arena Floor - Commercial	2,193.00	2,236.90	2%	HST	per day	
Arena Floor - Full Use	1,652.40	1,685.45	2%	HST	per day	
Arena Floor - Flat Fee (no set up)	540.60	551.40	2%	HST	per day	
Arena Floor - Chilled Floor (additional fee)	2,080.80	2,122.40	2%	HST	per day	
Arena Floor - Hourly League Fee	66.80	68.10	2%	HST	per hour	
Arena Floor - Set up Day/Tear Down Day	826.20	842.70	2%	HST	per day	
Arena Storage Room A	26.00	26.50	2%	HST	per month	

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Programs	2018 Fee	Proposed 2019 Fee	% Change	Tax	Unit	Notes
Arena Storage Room B	15.60	15.90	2%	HST	per month	
Arena Storage Room C	5.40	5.50	2%	HST	per month	
Arena - Mini Practice Rink	44.40	45.30	2%	HST	hour	
Auditorium - Friday or Saturday	520.20	530.60	2%	HST	per day	
Auditorium - Sunday - Thursday	290.70	296.50	2%	HST	per evening	
Auditorium - Hourly	58.70	59.90	2%	HST		
Room Set up & Decorating Fee (Day before)	109.10	111.30	2%	HST		
Ball Diamond - Occasional Use	78.00	79.60	2%	HST	per day	
Ball Diamond - Seasonal Youth Team	78.00	79.60	2%	HST		
Ball Diamond - Seasonal Team Practice	275.40	280.90	2%	HST	per team	
Ball Diamond - Seasonal Adult Team	453.90	463.00	2%	HST	per team	
Ball Diamond - 2-day Tournament (Annandale Diamonds)	535.50	546.20	2%	HST	2 days	
Ball Diamond - Tournament per diamond per day	78.00	79.60	2%	HST	per diamond/day	
Ball Diamond - portable washrooms - 1 day tournament	204.00	208.10	2%	HST	2 units	
Ball Diamond - portable washrooms - 2 day tournament	255.00	260.10	2%	HST	2 units	
Tractor with Groomer - Prep Friday	77.50	79.10	2%	HST	per event	
Tractor with Groomer - Prep Saturday	38.80	39.60	2%	HST	per event	
Tractor with Groomer - Prep Sunday	38.80	39.60	2%	HST	per event	
Tractor with Groomer - Repair Monday	77.50	77.50	0%	HST	per event	
Administrative Fees	102.00	104.00	2%	HST	per event	
Site clean up - 1 or 2 day event	166.00	169.30	2%	HST	3 staff	
Ball Diamond - Keys	11.70	11.90	2%	HST		
Ball Diamonds - Lights left on/equipment not stored properly	50.00	51.00	2%	HST	per occurrence	
Damage Deposit	510.00	520.20	2%	Exempt		
Den - Fri or Sat	177.50	181.10	2%	HST	per day	
Den - Sun - Thursday	129.50	132.10	2%	HST	per day	
Den - Hourly	31.10	31.70	2%	HST		
Entire TCC Building - 1 arena 9am-4pm	2,070.60	2,112.00	2%	HST		
Entire TCC Building - 2 arenas 9am-4pm	2,601.00	2,653.00	2%	HST		
Gibson House	68.90	70.30	2%	HST	per day	
Gibson House - Hourly	26.50	27.50	4%	HST	per hour	
Kinsmen Canteen	26.50	27.00	2%	HST	per day	
Lobby Area	31.90	32.50	2%	HST		
Marwood B or C	68.90	70.29	2%	HST	per day	
Marwood BC	134.60	137.30	2%	HST	per day	
Marwood B or C - Hourly	26.00	26.50	2%	HST		
Marwood BC - Hourly	31.10	31.70	2%	HST		
Memorial Pavilion (full) or Kinsmen Bandshell	89.80	91.70	2%	HST	per day	
Memorial Pavilion (half) or Kinsmen Bandshell	56.10	57.20	2%	HST	per day	
Memorial Park for Major Concert (includes bandshell & pavilion)	-	650.00	NEW	HST	per event up to 4	
Newman Park Gazebo	54.60	55.70	2%	HST	per day	
Parking Lot	109.10	111.30	2%	HST	per day	
Rotary Room	68.90	70.30	2%	HST		
Rotary Room - Hourly	26.50	27.00	2%	HST		
Rowing Club per month	96.90	98.50	2%	HST		

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Programs	2018 Fee	Proposed 2019 Fee	% Change	Tax	Unit	Notes
School Lessons	3.70	3.80	3%	Exempt	per person	Youth, UFS applicable
Swim to Survive Rentals	89.50	91.30	2%	Exempt	per hour	Youth, UFS applicable
Swim Meet	307.10	313.20	2%	HST	per day	UFS applicable
Swim Meet Evening	153.60	153.60	0%	HST	per day	UFS applicable
Storage Pool Deck	27.00	27.50	2%	HST	per month	
Swim Lane	15.30	15.60	2%	HST	per hour	
Storage Rooms	108.10	110.30	2%	HST	per contract	
Storage Office A	26.50	27.00	2%	HST	per month	
Storage Office B	16.00	16.30	2%	HST	per month	
Storage Office C	5.50	5.60	2%	HST	per month	
Pool - 0-50 swimmers	87.40	89.10	2%	HST	per hour	UFS applicable
Pool - 101+swimmers	222.60	227.10	2%	HST	per hour	UFS applicable
Pool - 51-100 swimmers	118.60	121.00	2%	HST	per hour	UFS applicable
Ticket Ice - 10 ePunch	7.30	7.40	1%	HST	each	Change in HST application
WaterPark - 0-100 swimmers	318.40	324.80	2%	HST	hour	UFS applicable
WaterPark- 0-100 swimmers - extra hour	212.20	216.40	2%	HST	add. Hr.	UFS applicable
Waterpark 101-300 swimmers	433.00	441.70	2%	HST	hour	UFS applicable
Waterpark 101-300 swimmers - extra hour	318.40	324.80	2%	HST	add. Hr.	UFS applicable
Waterpark 300+ swimmers	583.70	595.40	2%	HST	hour	UFS applicable
Waterpark 300+ swimmers - extra hour	461.60	470.80	2%	HST	add. Hr.	UFS applicable
Waterpark Board of Ed 100 swimmers	282.40	288.00	2%	HST	hour	UFS applicable
Waterpark Board of Ed 100 swimmers add. Hr.	156.90	160.00	2%	HST	add. Hr.	UFS applicable
Waterpark Board of Ed 100+ swimmers	502.10	512.10	2%	HST	hour	UFS applicable
Waterpark Board of Ed 100+ swimmers add. Hr.	251.10	256.10	2%	HST	add. Hr.	UFS applicable
Community Centre - Leagues and Memberships						
Adult League - Individual	58.10	59.30	2%	HST	each	
Adult League - Team	375.40	382.90	2%	HST	per team	
Court Membership - Adult	52.00	53.00	2%	HST	Seasonal	
Court Membership - Youth	18.70	19.10	2%	HST	Seasonal	
Disc Golf - Deposit	20.40	20.80	2%	HST		
Disc Golf - Set	33.70	34.40	2%	HST	each	
Disc Golf - Single	12.80	13.10	2%	HST	each	
Tennis Lessons - 1 hour	83.10	84.80	2%	HST	8 lessons	
Tennis Lessons - 1/2 hour	36.50	37.20	2%	HST	8 lessons	Youth
Tennis Advanced Lessons - 1 hour	86.70	88.40	2%	HST	8 lessons	
Membership - Aqua Fit/Aqua Jogging - 12 mo	307.00	313.10	2%	HST	12 month	UFS applicable
Membership - Fitness or Yoga- 10 Pass	50.00	51.00	2%	HST	10 visits	
Membership - Fitness or Yoga - 20 Pass	79.10	80.70	2%	HST	20 visits	
Membership - Parent Pass	35.20	35.90	2%	HST	6 weeks	

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Programs	2018 Fee	Proposed 2019 Fee	% Change	Tax	Unit	Notes
Membership - Personal Training - 5	110.20	112.40	2%	HST	5 sessions 1 hr	
Membership - Pool - 12 month	194.80	198.70	2%	HST	each	UFS applicable
Membership - Pool - 6 month	136.70	139.40	2%	HST	each	UFS applicable
Membership - Pool 20 Pass	64.80	66.10	2%	HST	each	UFS applicable
Membership - Weight Training	55.60	56.70	2%	HST	up to 6 hours	
Membership - HC Adult - 01 month	71.90	73.30	2%	HST	1 month	
Membership - HC Adult - 03 month	188.70	192.50	2%	HST	3 month	
Membership - HC Adult - 06 month	275.40	280.90	2%	HST	6 month	
Membership - HC Adult - 12 month	422.30	430.70	2%	HST	12 month	
Membership - HC Adult - 5 pass	41.90	42.70	2%	HST	5 visits	
Membership - HC Adult - 20 Pass	167.30	170.60	2%	HST	20 Visits	
Membership - HC Family - 01 month	162.20	165.40	2%	HST	1 month	
Membership - HC Family - 03 month	404.90	413.00	2%	HST	3 month	
Membership - HC Family - 06 month	603.80	615.90	2%	HST	6 month	
Membership - HC Family - 12 month	846.60	863.50	2%	HST	12 month	
Membership - HC Student/Senior - 01 month	58.10	59.30	2%	HST	1 month	
Membership - HC Student/Senior - 03 month	160.10	163.30	2%	HST	3 month	
Membership - HC Student/Senior - 06 month	197.90	201.90	2%	HST	6 month	
Membership - HC Student/Senior - 12 month	312.10	318.30	2%	HST	12 month	
Membership - Student - 5 Passes	24.00	24.50	2%	HST	5 visits	
Membership - Student - 20 Passes	78.00	79.60	2%	HST		
Membership - HC Glendale Student	95.90	97.80	2%	HST	5 Month	
Membership - Special - Adult	275.40	280.90	2%	HST	12 month	
Membership - Special - Student/Senior	204.00	208.10	2%	HST	12 month	
Membership - Special - Under 14	57.10	58.15	2%	HST	12 month	
Membership - Replacement Card	5.10	5.20	2%	HST	each	
Membership - Squash Adult - 01 month	69.90	71.30	2%	HST	1 month	
Membership - Squash Adult - 03 month	182.60	186.30	2%	HST	1 month	
Membership - Squash Adult - 06 month	268.30	273.70	2%	HST	1 month	
Membership - Squash Adult - 20 pass	86.70	88.40	2%	HST	1 month	
Membership - Squash Family - 01 month	157.10	160.20	2%	HST	1 month	
Membership - Squash Family - 03 month	391.70	399.50	2%	HST	1 month	
Membership - Squash Family - 06 month	588.50	600.30	2%	HST	1 month	
Membership - Squash Student - 01 month	58.10	58.10	0%	HST	1 month	
Membership - Squash Student - 03 month	160.10	163.30	2%	HST	1 month	
Membership - Squash Student - 06 month	197.90	201.90	2%	HST	1 month	
Pay as you go - Admission						
Aquatfit/Fitness/Yoga Class	7.50	7.50	0%	HST included	each	UFS applicable
Board of Education - Squash/HC	2.75	2.75	0%	HST included		
Board of Education - Arena/Pool	3.00	3.00	0%	HST included		

TCC

Programs	2018 Fee	Proposed 2019 Fee	% Change	Tax	Unit	Notes
Court Fee	5.00	5.00	0%	HST included		
Drop In Swimming Lessons	8.50	8.50	0%	HST included	per lesson	UFS applicable
Drop In Swimming Lessons - ea. Additional child	5.25	5.25	0%	HST included	per lesson	UFS applicable
Health Club Adult	10.50	10.50	0%	HST included	each	
Health Club - Youth	4.75	4.75	0%	HST included	each	Min Age of 12
Squash	10.75	10.75	0%	HST included	per court (1 hr)	
Roller Skate - Admission No skate rental	2.00	2.00	0%	HST included		
Roller Skate - Admission With skate rental	5.00	5.00	0%	HST included		
Swim Child	2.00	2.00	0%	HST included	each	UFS applicable
Swim Family	9.00	9.00	0%	HST included	each	UFS applicable
Swim - Over 14	4.25	4.25	0%	HST included	each	UFS applicable
Skate Child	2.00	2.00	0%	HST included	each	
Skate Family	9.00	9.00	0%	HST included	each	
Skate - Over 14	4.25	4.25	0%	HST included	each	
Wallyball	11.50	11.70	2%	HST included	per court (1 hr)	
Waterpark 2-5 yrs	-	-	0%	HST included	each	
Waterpark 60 years & over	4.50	4.50	0%	HST included	each	UFS applicable
Waterpark 60 years & Over Half Price	2.25	2.25	0%	HST included	each	UFS applicable
Waterpark 6-14 yrs	4.00	4.00	0%	HST included	each	UFS applicable
Waterpark 6-14 yrs Half Price	2.00	2.00	0%	HST included	each	UFS applicable
Waterpark Additional Family Member	2.00	2.00	0%	HST included	each	UFS applicable
Waterpark Adult	6.75	6.75	0%	HST included	each	UFS applicable
Waterpark Adult Half Price	3.40	3.40	0%	HST included	each	UFS applicable
Waterpark Family	24.50	24.50	0%	HST included	per family of 5	UFS applicable
Waterpark Family Half Price	12.25	12.25	0%	HST included	per family of 5	UFS applicable
Waterpark Grandparents Day	-	-	0%	HST included		
Waterpark Tillsonburg Resident Pass (6 +)	30.00	30.00	0%	HST	per person	UFS applicable
Waterpark Non-resident Pass (Youth & Srs 60+)	42.00	42.00	0%	HST	per person	UFS applicable
Waterpark Non-resident Pass (Adult under 60)	62.00	62.00	0%	HST	per person	UFS applicable
Community Centre - Other fees						
Admin - Refund Admin Fee	15.30	15.60	2%	Exempt	each	
Admin - Reprint receipt	5.10	5.20	2%	Exempt	each	
Admin - Consolidated Receipts (Child Tax Credit)	10.20	10.40	2%	HST		
Admin - Copies - Single sided	0.27	0.30	10%	HST		
Admin - Copies - Double sided	0.31	0.35	11%	HST		
UFS - Aquatics Facility User Fee Surcharge	-	1.50	NEW	HST		Operational requirements
Audio/Visual - Cordless Microphones	21.90	22.30	2%	HST		
Audio/Visual - TV/DVD Sound System	21.90	22.30	2%	HST		
Camping - Non Serviced per site	31.90	32.50	2%	HST		
Camping - Serviced per site	53.00	54.10	2%	HST		
Rentals - 8' wooden tables	5.50	5.60	2%	HST		

TCC

Programs	2018 Fee	Proposed 2019 Fee	% Change	Tax	Unit	Notes
Rentals - Black plastic chairs	2.10	2.10	0%	HST	each	
Delivery of Table & Chairs(per round trip)	26.50	27.00	2%	HST		
Rentals - Black curtains/hardware rental per foot	2.60	2.7	4%	HST		
ADVERTISING						
10% - 30% Reductions may apply to multiple advertising	A 2nd advertisement gets 10% off both, a 3rd ad gets 20% off all 3 and a 4th ad gets 30% off the total for all 4.					
Advertising - Memorial Arena Board Back Lit	1,060.80	1,082.00	2%	HST	each	
Advertising - Community Arena Backlit	530.40	541.00	2%	HST	each	
Advertising - Memorial Arena Board	688.50	702.30	2%	HST	each	
Advertising - Community Arena Board	423.30	431.80	2%	HST	each	
Advertising - Ice Re-Surfacers - Side	530.40	541.00	2%	HST	each	
Advertising - Ice Re-Surfacers - Top	1,060.80	1,082.00	2%	HST	each	
Advertising - Ice Re-Surfacers - 3 sides	2,346.00	2,392.90	2%	HST	each	
Advertising - Skate Aid	-	10.00	NEW	HST	per month	
Advertising - Inside Front/Back Page Glossy	1,555.50	1,586.60	2%	HST	each	
Advertising - Back Page Glossy	2,080.80	2,122.40	2%	HST	each	
Advertising - Brochure 1/8 page	106.10	108.20	2%	HST	each	
Advertising - Brochure 1/4 page	185.60	189.30	2%	HST	each	
Advertising - Brochure 1/2 page	317.20	323.50	2%	HST	each	
Advertising - Brochure 1/2 page Inside/Back Page Glossy	624.20	636.70	2%	HST	each	
Advertising - Brochure Full page	634.40	647.10	2%	HST	each	
Advertising - Brochure Full page (internal corporate)	208.10	212.30	2%	HST	each	
Advertising - Miscellaneous	106.10	108.20	2%	HST	each	
Advertising - Digital Ad Set up	20.70	21.10	2%	HST	each	
Advertising - Digital Ad - Monthly(min. 3 mos term)	52.00	53.00	2%	HST	each	
Advertising - Digital Ad - Tournament/Special Events	52.00	53.00	2%	HST	each	
Advertising - Fence - Per Season	116.30	118.60	2%	HST	per season	
Advertising - Fence - Per Year	232.60	237.30	2%	HST	annually	

Fire

Item	2018 Fee	Proposed 2019 Fee	% Change	Tax	Unit	Notes
Fire						
Fee for response to a nuisance fire alarm - first incident in 12 month period	218.50	224.00	3%	Exempt	per alarm	First incident, caused by negligent act
Fee for each fire apparatus dispatched to a specific address in response to a nuisance false alarm AFTER the first incident in 12 month period	\$459.45/hr + \$229.73/ each half hr thereafter	\$477.00/hr + \$238.50 each half hr thereafter	(based on MTO set rate)	Exempt	per hour or half hour	Subsequent incidents based on two apparatus dispatched to the alarm.
Response to false alarms in building required by the Ontario Building Code where work is being done on the system and the owner or his agent fails to notify the Fire Department	\$459.45/hr + \$229.73/ each half hr thereafter	\$477.00/hr + \$238.50 each half hr thereafter	(based on MTO set rate)	Exempt	per hour or half hour	Each incident based on two apparatus dispatched to the alarm.
Fee for each fire apparatus dispatched to the scene of a motor vehicle accident and providing fire protection or other emergency services.	\$459.45/hr + \$229.73/ each half hr thereafter	\$477.00/hr + \$238.50 each half hr thereafter	(based on MTO set rate)	Exempt	per hour or half hour + materials	Where possible this fee will be charged to insurance company of vehicle owner, otherwise the fee is chargeable to the registered owner of the vehicle.
Fee for each fire apparatus dispatched to the scene of a motor vehicle fire and providing fire protection or other emergency services.	\$459.45/hr + \$229.73/ each half hr thereafter	\$477.00/hr + \$238.50 each half hr thereafter	(based on MTO set rate)	Exempt	per hour or half hour + materials	Where possible this fee will be charged to insurance company of vehicle owner, otherwise the fee is chargeable to the registered owner of the vehicle.
Fee for each fire apparatus dispatched to the scene of a motor vehicle accident or at the scene of a motor vehicle fire and providing fire protection or other emergency services on a provincial highway.	\$459.45/hr + \$229.73/ each half hr thereafter	\$477.00/hr + \$238.50 each half hr thereafter	(based on MTO set rate)	Exempt	per hour or half hour + materials	This fee will be charged to the Ministry of Transportation for all vehicle accident or vehicle fire related services that occur on provincial highways.
Fee for each fire apparatus dispatched to Natural Gas Leak	\$459.45/hr + \$229.73/ each half hr thereafter	\$477.00/hr + \$238.50 each half hr thereafter	(based on MTO set rate)	Exempt	per hour or half hour + materials	This fee is chargeable where the fire department responds and determines that a natural gas incident has been caused directly by a person or company.
Fee for each fire apparatus dispatched to a Hazardous Materials Incident.	\$459.45/hr + \$229.73/ each half hr thereafter	\$477.00/hr + \$238.50 each half hr thereafter	(based on MTO set rate)	Exempt	per hour or half hour + materials	This fee is chargeable to the person or company that has control of a Hazardous Material that's release has resulted in the response of the fire department.
Fee for each fire apparatus assigned to a fire watch authorized by Fire Chief	\$459.45/hr + \$229.73/ each half hr thereafter	\$477.00/hr + \$238.50 each half hr thereafter	(based on MTO set rate)	Exempt	per hour or half hour	This fee is charged to the insurance company of the registered owner of a property, otherwise the registered owner of the property where in the opinion of the fire chief or his designate a fire is likely to occur.
Fee for each fire apparatus dispatched to a burn complaint where the by-law is contravened and/or fire department is required to extinguish an open air burn.	\$459.45/hr + \$229.73/ each half hr thereafter	\$477.00/hr + \$238.50 each half hr thereafter	(based on MTO set rate)	Exempt	per hour or half hour	This fee is charged to the property owner where the fire department attends a burn complaint and is required to extinguish an open air burn or where the open air by-law is contravened and the fire department attends due due to a complaint.
Additional Fire department expense incurred during an emergency required to mitigate the emergency	Actual cost	Actual Cost		Exempt		This fee is charged to the insurance company of the registered owner of a property, otherwise the registered owner of the property where in the opinion of the fire chief or his designate it is necessary to employ heavy equipment to extinguish a fire or protect adjacent properties from the spread of fire.
MTO - ARIS fee	14.00	14.00	(based on MTO set rate)		each	Fee added to the hourly fire department response charge any time that the fire department is required to access the MTO ARIS data base. This fee is 100% cost recovery only based on fee charged to the Town of Tillsonburg.
Fire Incident Report	108.25	110.50	2%	HST	each	
Fire Investigation report	218.00	225.00	3%	HST	each	
Fee to conduct a file search for outstanding orders/ inspection reports and respond by letter	84.85	87.50	3%	HST	each request	
Fee to conduct a requested inspection of a commercial, industrial, or institutional building less than 930m2 (10,000 sq.ft.)	217.50	222.50	2%	HST	each	OBC Classification A, B, D, E & F. Residential (OBC C) removed for 2015 and listed separate.
Each additional 185m2 (2000 sq.ft.) in a commercial, industrial or institutional building	32.30	33.50	4%	HST	each	New fee for additional area over base fee

Fire

Item	2018 Fee	Proposed 2019 Fee	% Change	Tax	Unit	Notes
Fee to conduct a requested inspection of a residential building up to and including 4 suites or apartments	212.25	215.00	1%	HST	each	OBC Classification C. Separated from other occupancies for 2015.
Each additional suite or apartment over base fee	32.30	33.25	3%	HST	each	New fee for additional unit(s). Fee per apartment over base fee.
Fee to conduct a requested inspection of any licensed occupancy excluding a daycare	166.50	169.40	2%	HST	each	
Fee to conduct a requested inspection of a daycare facility	83.25	85.00	2%	HST	each	
Fee to conduct verification of fire drill scenario	205.00	210.00	2%	HST	each	For verifying fire drills are conducted within established time limits in occupancies with vulnerable occupants. Cost recovery of labour.
Business License Inspection	81.70	83.50	2%	Exempt	each	
Fee to conduct any requested inspection above that is in compliance with the Fire Code at initial inspection	- 50.00	- 50.00	0%	HST	each	Credit
Fee to conduct each required re-inspection after one verification re-inspection	same as original	same as original	0%	HST	each	Subsequent inspections following the second. Fee charged to registered owner.
Residential carbon monoxide alarm or smoke alarm left with a homeowner on loan	85.00	86.50	2%	HST, if not returned	per detector not returned	Fee charged if loaner alarm not returned within two (2) weeks of being left on site.
Fire department approval as part of a Demolition Permit issued by the Building Department.	107.00	109.00	2%	HST	each	
Fee to review an application for a licence to sell Consumer Fireworks (F.1) including a site inspection and review of Fire Safety Plan	178.50	182.00	2%	HST	each	
Fee to review an application for a Display Fireworks (F.2) event	132.00	140.00	6%	HST	each	Town of Tillsonburg sponsored event are Exempt from this fee.
Fee to review an application for a licence to conduct a Pyrotechnics (F.3) display including a site inspection and review of Fire Safety Plan	210.00	214.00	2%	HST	each	
Fee to issue open air burn permit	110.00	112.00	2%	HST	each	
Fee to review a fire safety plan excluding any such review required as part of a property inspection for which a fee has been set in this by-law.	60.00	65.00	8%	HST	each	
Fee to review and/or approve a Level 1 Risk Management Plan as part of an application to the TSSA for a licence to store propane.	317.50	325.00	2%	HST	each	
Fee to review and/or approve a Level 2 Risk Management Plan as part of an application to the TSSA for a licence to store propane	\$765	\$780	2%	HST	each	Plus actual costs to retain a 3rd part engineer or other firm if required.
Fee for facilitating fire safety training	111.00	111.60	1%	HST	per hour	Plus cost of materials
Fee to facilitate fire extinguisher training (theory only)	105.00	107.00	2%	HST		Max 20 students
Fee to facilitate live fire training	200.00	205.00	3%	HST	each	Max 20 students; plus cost of materials
Fees to facilitate public education presentations, station tours, and lectures for non-resident organizations and individuals	54.00	55.00	2%	HST	per hour	Plus cost of materials
Fee to recharge self-contained breathing air cylinders	32.00	32.00	0%	HST	per cylinder	Excludes customers with special agreement
Fee to recharge self-contained breathing air cylinders, under a special agreement with SWOX and Bayham Fire Depts	1,300.00	1,300.00	0%	HST	per year	
Fee to clean set of bunker gear	2.65	2.75	4%	HST	each	
Rental of Training Room (excluding emergency services)	218.50	220.00	1%	HST	per day	

Museum

Item	2018 Fee	Proposed 2019 Fee	% Change	Tax	Unit
Museum					
Museum-Admission-Adult	5.31	6.00	13%	HST	daily
Museum-Admission-Annual-Family Rate	45.00	45.00	0%	HST	yearly
Museum-Admission-Annual-Individual	20.00	20.00	0%	HST	yearly
Museum-Admission-Child	2.21	2.21	0%	HST	daily
Museum-Admission-Family Rate	10.62	12.00	13%	HST	daily
Museum-Admission-Group Rate	4.00	4.00	0%	HST	daily
Museum-Admission-Senior	4.42	5.00	13%	HST	daily
Museum-Admission-Student	3.00	3.00	0%	HST	daily
Museum Volunteer-Admission-Free	FREE	FREE	0%		daily
Museum-Permission Fees-Personal Use	2.50	2.50	0%	HST	each
Museum-Permission Fees-Publication Use	5.50	5.50	0%	HST	each
Museum-Rentals-Audio Visual Equipment-Corporate	FREE	FREE	0%		each
Museum-Rentals-Program Room or Grounds & Gardens - 25 - 50 people	50.00	50.00	0%	HST	each
Museum-Rentals-Grounds & Gardens-Corporate	50.00	50.00	0%	HST	each
Museum-Rentals-Kitchen	25.00	25.00	0%	HST	each
Museum-Rentals-Kitchen - Corporate	35.00	35.00	0%	HST	each
Museum-Rentals-Program Room	50.00	50.00	0%	HST	half day
Museum-Rentals-Program Room	75.00	75.00	0%	HST	full day
Museum-Rentals-Program Room-Corporate	75.00	75.00	0%	HST	half day
Museum-Rentals-Program Room-Corporate	100.00	100.00	0%	HST	full day
Museum-Rentals-Tour Surcharge-Groups 100-150	100.00	100.00	0%	HST	each
Museum-Rentals-Tour Surcharge-Groups 25-50	60.00	60.00	0%	HST	each
Museum-Rentals-Tour Surcharge-Groups 51-100	75.00	75.00	0%	HST	each
Museum-Seasonal Childrens Programs	20.00	20.00	0%	Exempt	each
Museum-Seasonal Childrens Programs- 2nd Child	18.00	18.00	0%	Exempt	each
Museum- School Program- per student (1 hour)	2.50	2.50	0%	Exempt	each
Museum - School Program - per student (2 hours)	3.50	3.50	0%	Exempt	each
Museum- Special Event - Adult program	5.00	5.00	0%	HST	each
Museum - Special Event- Adult program	7.00	7.00	0%	HST	each

Museum

Item	2018 Fee	Proposed 2019 Fee	% Change	Tax	Unit
Museum - Special Event - Adult program	10.00	10.00	0%	HST	each
Museum - Special Event - Adult program	12.00	12.00	0%	HST	each
Museum-Slide Show Presentations-Off Site	40.00	40.00	0%	HST	each
Museum-Slide Show Presentations-On Site	30.00	30.00	0%	HST	each
Museum-Admission - Pratt Gallery only	2.50	2.50	0%	HST	each
Museum- Special Event- Lunch & Learn Series Pass	80.00	80.00	0%	HST	
Museum- Special Event - Lunch & Learn- Single Pass	25.00	25.00	0%	HST	
Museum - Special Event - Women's Day Luncheon	30.00	30.00	0%	HST	
Museum- Special Event Tea	15.00	15.00	0%	HST	
Museum - Special Event - Dinner	55.00	55.00	0%	HST	per event
Museum - Special Event - Performance	40.00	40.00	0%	HST	
Workshops	35.00	35.00	0%	HST	per event
Workshops	55.00	55.00	0%	HST	per event day
Workshops	75.00	75.00	0%	HST	per event day
Workshops	100.00	100.00	0%	HST	per event day
Show Tickets	45.00	45.00	0%	HST	flat fee
Museum- Culture Tillsonburg Event Ticket	20.00	20.00	0%	HST	
Museum- Culture Tillsonburg Event Ticket	25.00	25.00	0%	HST	
Museum- Culture Tillsonburg Event Ticket	30.00	30.00	0%	HST	
Museum- Culture Tillsonburg Event Ticket	35.00	35.00	0%	HST	
Museum- Culture Tillsonburg Event Ticket	40.00	40.00	0%	HST	
Museum- Culture Tillsonburg Event Ticket	45.00	45.00	0%	HST	
Museum- Culture Tillsonburg Event Ticket	50.00	50.00	0%	HST	
Museum- Culture Tillsonburg Event Ticket	60.00	60.00	0%	HST	
Museum- Culture Tillsonburg Event Ticket	65.00	65.00	0%	HST	
Museum- Culture Tillsonburg Event Ticket	70.00	70.00	0%	HST	
Museum- Culture Tillsonburg Event Ticket	75.00	75.00	0%	HST	
Museum- Culture Tillsonburg Event Ticket	80.00	80.00	0%	HST	
Museum- Culture Tillsonburg Event Ticket	85.00	85.00	0%	HST	
Museum- Culture Tillsonburg Event Ticket	90.00	90.00	0%	HST	
Museum- Culture Tillsonburg Event Ticket	95.00	95.00	0%	HST	
Museum- Culture Tillsonburg Event Ticket	100.00	100.00	0%	HST	

Item	2018 Fee	2018 Perpetual Care Fee	2018 Net Fee	2019 Fee	2019 Perpetual Care Fee	2019 Net Fee	% Change	Tax	Unit	Notes
Perpetual care fees regulated by the Province										
Interment Rights										
Grave 10 x 4	700.00	280.00	420.00	700.00	280.00	420.00	0%	HST	grave	
Infant Grave 3X3	225.00	150.00	75.00	225.00	150.00	75.00	0%	HST	grave	
Cremation Grave 3x3	550.00	220.00	330.00	550.00	220.00	330.00	0%	HST	grave	
Columbarium Niche	1,900.00	285.00	1,615.00	1,900.00	285.00	1,615.00	0%	HST	niche	Includes brass nameplate and dates
Columbarium Niche	1,500.00	225.00	1,275.00	1,500.00	225.00	1,275.00	0%	HST	niche	Includes brass nameplate and dates
Cemetery Services										
Cemeteries Regulation Unit burial and cremation license	12.00		12.00	12.00		12.00	0%	Exempt	interment	Fee is set by the Province
Columbarium Niche Open/Close	255.00		255.00	200.00		200.00	-22%	HST	each	
Adult Interment	835.00		835.00	835.00		835.00	0%	HST	each	
Lead in fee, per 1/2 hour minimum	30.00		30.00	30.00		30.00	0%	HST	per 1/2 hour	Charged if lead in requested by Funeral Home
Child/ Infant Interment	300.00		300.00	300.00		300.00	0%	HST	each	Length is 5' or less
Cremated Remains Interment Infant	300.00		300.00	200.00		200.00	-33%	HST	each	
Cremated Remains Interment Adult	475.00		475.00	350.00		350.00	-26%	HST	each	
Statutory Holidays - Funeral Fee	50% surcharge on applicable interment fee		50% surcharge on applicable interment fee					HST	each	
Disinterment/Exhumation- Relocation in Same Cemetery-Adult Casket	2,087.50		2,087.50	2,087.50		2,087.50	0%	HST	each	
Disinterment/Exhumation- Relocation in Same Cemetery-Adult Casket in Vault	1,878.75		1,878.75	1,878.75		1,878.75	0%	HST	each	
Disinterment/Exhumation- Relocation in Another Cemetery-Adult Casket	1,565.63		1,565.63	1,565.63		1,565.63	0%	HST	each	
Disinterment/Exhumation- Relocation in Another Cemetery-Adult Casket in Vault	1,409.06		1,409.06	1,409.06		1,409.06	0%	HST	each	
Disinterment/Exhumation-Child Casket	750.00		750.00	750.00		750.00	0%	HST	each	Length is 5' or less
Disinterment/Exhumation-Adult Cremains (Ground)	475.00		475.00	475.00		475.00	0%	HST	each	
Disinterment/Exhumation-Child/Infant Cremains (Ground)	300.00		300.00	300.00		300.00	0%	HST	each	
Marker/Foundation Services										
Upright Monument Foundation (5' depth)	22.50		22.50	22.50		22.50	0%	HST	per cubic foot	
Veteran Standing Monument Setting	200.00		200.00	200.00		200.00	0%	HST	each	
Upright Monument (small) with Floater/Slab Foundation	170.00		170.00	170.00		170.00	0%	HST	each	
Flat Marker with Granite Border & no concrete	40.00		40.00	40.00		40.00	0%	HST	each	
Flat Marker with 4" concrete border	100.00		100.00	100.00		100.00	0%	HST	each	
Upright Monument (small) Foundation	170.00		170.00	170.00		170.00	0%	HST	each	
Monument Care & Maintenance										
Flat Markers		50.00	50.00		50.00	50.00	0%	HST	each	Fees are set by the Province.
Upright Markers Up to 48"		100.00	100.00		100.00	100.00	0%	HST	each	
Upright Markers Over 48"		200.00	200.00		200.00	200.00	0%	HST	each	
Other Fees & Services										
Transfer Fee/Replacement - Interment Rights Certificate	45.00		45.00	45.00		45.00	0%	HST	each	
Flower Campaign	100.00		100.00	100.00		100.00	0%	HST	Per basket	
Wreath Campaign	60.00		60.00	60.00		60.00	0%	HST	Per wreath	
Memorial Benches	1,650.00			2,000.00	200.00	1,800.00	21%	HST	each	
Memorial Tree	600.00			650.00	65.00	585.00	8%	HST	each	

Item	2018 Fee	Proposed 2019 Fee	% Change	Tax	Unit
Airport					
Airport - Aircraft Parking Fees - Daily	6.00	6.00	0%	HST	per day
Airport - Aircraft Parking Fees - Monthly	42.00	42.00	0%	HST	per month
Airport - Basement Boardroom rental (15'x29') half day	45.00	45.00	0%	HST	per half day
Airport - Basement Boardroom rental (15'x29') full day	80.00	80.00	0%	HST	per full day
Airport - Basement or Dining Area Rental per hour	15.00	15.00	0%	HST	per hour
Airport - Boardroom Long term rental	275.00	275.00	0%	HST	per week
Airport - Hangar Land Lease Fee Annually per SF	0.29	0.29	0%	HST	per SF
Airport - Infrastructure fee < 5,000 SF hangar	500.00	525.00	5%	HST	upon signing
Airport - Infrastructure fee > 5,000 SF hangar	1,000.00	1,050.00	5%	HST	upon signing
Airport - Maintenance fee	100.00	105.00	5%	HST	per year
Airport Toque	10.00	10.00	0%	HST	per unit
Airport Fuel Call Out Fee	25.00	25.00	0%	HST	per call out
Airport Administration Fee	25.00	25.00	0%	HST	per unit
Airport Hangar Application Fee	-	300.00	NEW	HST	per application
Airport Hangar Transfer Fee	-	150.00	NEW	HST	per application
Roads					
Public Works Administration Fee	-	50.00	NEW	HST	flat rate
Roads-Labour	37.50	38.25	2%	HST	per hour
Roads-Labour Overtime	52.00	53.25	2%	HST	per hour
Roads-Labour Double Time	66.50	68.25	3%	HST	per hour
1/2 Ton Pickup Truck	15.00	15.00	0%	HST	per hour
1-Ton Truck	30.00	30.00	0%	HST	per hour

Item	2018 Fee	Proposed 2019 Fee	% Change	Tax	Unit
Single Axle Dump Truck	80.00	80.00	0%	HST	per hour
With Plow & Wing	12.00	12.50	4%	HST	per hour
With Sander/Salter	19.00	19.50	3%	HST	per hour
With Plow, Wing & Sander/Salter	31.00	32.00	3%	HST	per hour
With Anti-Icing System	4.00	4.50	13%	HST	per hour
Front End Loader	60.00	70.00	17%	HST	per hour
With Plow Blade	5.00	7.00	40%	HST	per hour
With Snowblower	180.00	180.00	0%	HST	per hour
Backhoe	45.00	50.00	11%	HST	per hour
Grader	75.00	75.00	0%	HST	per hour
Street Sweeper	65.00	70.00	8%	HST	per hour
Sidewalk Machine	45.00	45.00	0%	HST	per hour
With Plow	5.50	6.00	9%	HST	per hour
With Sander	4.50	5.00	11%	HST	per hour
With Snowblower	15.50	16.00	3%	HST	per hour
With Plow & Sander	10.00	11.00	10%	HST	per hour
With Snowblower & Sander	20.00	21.00	5%	HST	per hour
With Angle Broom	8.00	8.50	6%	HST	per hour
With Flail Mower	8.50	10.00	18%	HST	per hour
With Cold Planer	35.00	35.00	0%	HST	per hour
Leaf Vacuum	85.00	85.00	0%	HST	per hour
Line Striper	11.00	12.00	9%	HST	per hour
Sewer Rodder	90.00	90.00	0%	HST	per hour
Wood Chipper	25.00	25.00	0%	HST	per hour
Zero Radius Mower	25.00	25.00	0%	HST	per hour
Portable Pump	35.00	35.00	0%	HST	per hour
Walk Behind Snowblower	2.00	2.50	25%	HST	per hour
Walk Behind Push Mower	2.00	2.50	25%	HST	per hour
Chainsaw	2.50	2.50	0%	HST	per hour

Utility

Item	2018 Fee	Proposed 2019 Fee	% Change	Tax	Unit	Notes
Utility NSF Cheque Fee (plus bank charges)	15.00	15.00	0%	HST	each	as per OEB rate schedule
Utility-Account Set Up Fee	30.00	30.00	0%	HST	each	as per OEB rate schedule
Utility - Late Payment (per annum)	0.20	0.20	0%	HST	%	as per OEB rate schedule
Utility-Collection of Account Charge (no disconnection)	30.00	30.00	0%	HST	each	as per OEB rate schedule
Utility-After Hour Reconnect (at meter)	185.00	185.00	0%	HST	each	as per OEB rate schedule
Utility-During Hours Reconnect (at meter)	65.00	65.00	0%	HST	each	as per OEB rate schedule
Utility-During Hours Reconnect (at mpole)	185.00	185.00	0%	HST	each	as per OEB rate schedule
Utility-During Hours Remove Load Control Device	185.00	185.00	0%	HST	each	as per OEB rate schedule
Utility-Interval Meter	1,100.00	1,100.00	0%	HST	each	Changes to rates must be approved by the THI Board of Directors or OEB
Utility-Special Meter Reading	30.00	30.00	0%	HST	each	Changes to rates must be approved by the OEB
Utility -Service Call (after hours)	165.00	165.00	0%	HST	each	as per OEB rate schedule
Utility-Access to Utility Poles	22.35	43.63	95%	HST	each	as per OEB rate schedule
Utility-Miscellaneous Materials Mark Up	0.25	0.25	0%	HST	%	Changes to rates must be approved by the THI Board of Directors or OEB
Utility-Pole Rental - 30 ft	1.50	1.50	0%	HST	month	Changes to rates must be approved by the THI Board of Directors or OEB
Utility-Pole Rental - 35 ft	2.25	2.25	0%	HST	month	Changes to rates must be approved by the THI Board of Directors or OEB
Utility-Sentinal Light Rental - 150 W	3.75	3.75	0%	HST	month	Changes to rates must be approved by the THI Board of Directors or OEB
Utility-Sentinal Light Rental - 175 W	3.75	3.75	0%	HST	month	Changes to rates must be approved by the THI Board of Directors or OEB
Utility-Sentinal Light Rental - 250 W	4.00	4.00	0%	HST	month	Changes to rates must be approved by the THI Board of Directors or OEB
Utility-Sentinal Light Rental - 400 W	4.00	4.00	0%	HST	month	Changes to rates must be approved by the THI Board of Directors or OEB
Utility-Sentinal Light Rental - 70 W	3.50	3.50	0%	HST	month	Changes to rates must be approved by the THI Board of Directors or OEB
Utility-Labour	45.50	45.50	0%	HST	hour	
Utility-Truck Charges - #26	15.00	15.00	0%	HST	hour	
Utility-Truck Charges - #30	15.00	15.00	0%	HST	hour	
Utility-Truck Charges - #41	20.00	20.00	0%	HST	hour	
Utility-Truck Charges - #65	67.50	67.50	0%	HST	hour	
Utility-Truck Charges - #66	67.50	67.50	0%	HST	hour	
Utility-Truck Charges - #68	75.00	75.00	0%	HST	hour	
Utility-Truck Charges - #74	65.00	65.00	0%	HST	hour	
Utility-Truck Charges - #22	15.00	15.00	0%	HST	hour	
Utility-Truck Charges - #28	15.00	15.00	0%	HST	hour	
Utility-Truck Charges - #44	30.00	30.00	0%	HST	hour	
Utility-Truck Charges - #45	15.00	15.00	0%	HST	hour	
Utility-Sewer Camera Job	55.00	55.00	0%	HST	hour	1 hour minimum
Utility-Water Heater Rental - 40 gal.	10.00	11.00	10%	HST	month	
Utility-Water Heater Rental - 60 gal	11.00	12.00	9%	HST	month	

Item	2018 Fee	Proposed 2019 Fee	% Change	Tax	Unit	Notes
Bag Tags	2.00	2.00	0%	incl HST		County approved
Blue Box (apartment)	3.50	3.55	1%	incl HST		County approved
Blue Box (large)	5.50	5.50	0%	incl HST		County approved
Blue Box Lid	1.50	1.50	0%	incl HST		County approved
Composter	10.00	10.00	0%	incl HST		County approved
Rain barrels	45.00	45.00	0%	incl HST		County approved
Green Cones	40.00	40.00	0%	incl HST		County approved
Fine - allow or permit an animal to trespass on private property	150.00	150.00	0%	Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - Fail to ensure that the animal enclosure is kept free of offensive odour	300.00	300.00	0%	Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - Fail to ensure that the animal enclosure is kept in a clean and sanitary condition	300.00	300.00	0%	Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - Fail to ensure that the nature and condition of the animal enclosure are such that the animal would not be harmed and its health would not be negatively affected	300.00	300.00	0%	Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - Fail to ensure the animal enclosure is such that the animal can be readily observed unless the natural habits of the animal require otherwise	300.00	300.00	0%	Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - fail to keep dog license fixed on dog/cat	105.00	105.00	0%	Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - fail to notify license issuer upon sale of puppy/kitten	105.00	105.00	0%	Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - Fail to obtain dog/cat license	105.00	105.00	0%	Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - fail to prevent an animal from running at large	150.00	150.00	0%	Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - Fail to provide animal with basic necessities	300.00	300.00	0%	Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - fail to remove or dispose of animal excrement forthwith	150.00	150.00	0%	Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - fail to renew dog/cat license	105.00	105.00	0%	Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - failing to muzzle potentially dangerous dog or dangerous dog	305.00	305.00	0%	Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - Failing to restrain dog from causing noise	105.00	105.00	0%	Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - failing to restrain potentially dangerous dog or dangerous dog	305.00	305.00	0%	Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - Failure to comply with conditions of muzzle order	305.00	305.00	0%	Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - Failure to ensure that the animal enclosure for every reptile/fish/amphibian has an enclosed space adequate for the needs of the species	300.00	300.00	0%	Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - Failure to ensure that the animal enclosure is escape-proof	150.00	150.00	0%	Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - Failure to ensure that the animal enclosure is of a size/incondition such that the animal may extend its legs, wings and body to their full extent, stand sit and perch	300.00	300.00	0%	Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - failure to notify change of ownership of potentially dangerous dog or dangerous dog	105.00	105.00	0%	Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - failure to post sign	105.00	105.00	0%	Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - Failure to store feed in a rodent-proof container	105.00	105.00	0%	Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - forcibly trying to retrieve dog or cat from pound keeper or premises of pound keeper	150.00	150.00	0%	Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - Harboursing more than three dogs	105.00	105.00	0%	Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - Harboursing more than two cats	105.00	105.00	0%	Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - have dog on leash exceeding two metres	150.00	150.00	0%	Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - Keep animal in unsanitary conditions	105.00	105.00	0%	Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - Keeping more than ten pigeons	105.00	105.00	0%	Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - Keeping prohibited animals	105.00	105.00	0%	Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - keeping prohibited animals - agricultural lands	105.00	105.00	0%	Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - Offering for sale, selling, making available	105.00	105.00	0%	Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - operate a kennel without a license	150.00	150.00	0%	Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - restraining potentially dangerous dog or dangerous dog exceeding two feet in length	305.00	305.00	0%	Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - retrieve a dog and or cat from pound keeper without paying fees	150.00	150.00	0%	Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fine - unlawfully transferred dog/cat tag	105.00	105.00	0%	Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
AGCO Required Licences						
Special Sales License	\$1 per thousand	\$1 per thousand	0%	Exempt	each	Alcohol & Gaming Commission of Ontario (AGCO)
50/50 Raffle	3% with min. of \$25	3% with min. of \$25	0%	Exempt	each	Alcohol & Gaming Commission of Ontario (AGCO)
Bazaar	\$10 per wheel, 3 wheels max	\$10 per wheel, 3 wheels max	0%	Exempt	each	Alcohol & Gaming Commission of Ontario (AGCO)
Bazaar/Bingo	2 percent	2 percent	0%	Exempt	each	Alcohol & Gaming Commission of Ontario (AGCO)
Bazaar/Raffle	3% up to \$5000	3% up to \$5000	0%	Exempt	each	Alcohol & Gaming Commission of Ontario (AGCO)

Non-Controlled Town Fees

Item	2018 Fee	Proposed 2019 Fee	% Change	Tax	Unit	Notes
Bingo Only	2% up to \$5500	2% up to \$5500	0%	Exempt	each	Alcohol & Gaming Commission of Ontario (AGCO)
Nevada @ other location	3% x # of units X total prize/unit	3% x # of units X total prize/unit	0%	Exempt	each	Alcohol & Gaming Commission of Ontario (AGCO)
Nevada @ own location	2% x # of units X total prize/unit	2% x # of units X total prize/unit	0%	Exempt	each	Alcohol & Gaming Commission of Ontario (AGCO)
Police						
Criminal Record, Police Record & Vulnerable Sector Check (Employment)	25.00	25.00	0%	Exempt	each	
Duplicate Copy of Criminal and Police Record Check	5.00	5.00	0%	incl HST	each	
Criminal Record, Police Record & Vulnerable Sector Check (Volunteer)	FREE	FREE	0%	Exempt	each	
Fingerprints (OPP charge)	26.50	26.50	0%	incl HST	each	Fee Payable to Minister of Finance
Fingerprints (LIVESCAN - on behalf of RCMP)	25.00	25.00	0%	incl HST	each	Fee Payable to Minister of Finance
Occurrence Confirmation Reports/Incident Reports	42.25	42.25	0%	incl HST	each	
Statements	42.25	42.25	0%	incl HST	each	
Technical Traffic Collision Reports	565.00	565.00	0%	incl HST	each	
Reconstructionist Report	1,130.00	1,130.00	0%	incl HST	each	
PAID DUTY RELATED FEES						
Payable to Minister of Finance (Provincial in Nature)						
Administrative Fee (note 1)	68.50	68.50	0%	incl HST		
Hourly Vehicle Usage Fee (note 1)	28.25	28.25	0%	incl HST		
2014 Hourly Officer Rate - PDO (note 1)	73.60	73.60	0%	incl HST		
2014 Hourly Supervisor Rate - PDS (note 1)	83.17	83.17	0%	incl HST		
Owner dumping debris on own lands	500.00	500.00	0%	Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Owner failing to tag garbage	200.00	200.00	0%	Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Parking - double parking	30.00	30.00	0%	Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Parking - for longer period than provided	20.00	20.00	0%	Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Parking - in loading zone	30.00	30.00	0%	Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Parking - near fire hydrant	30.00	30.00	0%	Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Parking - no parking (2am-7am)	30.00	30.00	0%	Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Parking - Obstructing Traffic	30.00	30.00	0%	Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Parking - parking in handicapped parking space without permit	300.00	300.00	0%	Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Parking - Parking/standing in fire route	75.00	75.00	0%	Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Parking - prohibited area	30.00	30.00	0%	Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Parking - too close to corner	30.00	30.00	0%	Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Parking - too close to curb	30.00	30.00	0%	Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Parking - Wrong side of road	30.00	30.00	0%	Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Person assisting dumping debris on private lands	500.00	500.00	0%	Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Person dumping debris on private/public lands	500.00	500.00	0%	Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Person fail to immediate remove debris	500.00	500.00	0%	Exempt	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Owner - fail to tag garbage	500.00			exempt	Schedule V Part VI (ETA)- Exempt	Schedule V Part VI (ETA)- Exempt
Fail to enclose swimming pool during construction	350.00	350.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fail to properly enclose swimming pool with temporary enclosure	350.00	350.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Permit construction of swimming pool not completely enclosed with swimming pool enclosure	350.00	350.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fail to equip hydro massage pool with secure cover	350.00	350.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fail to equip swimming pool gate with self-closing device	350.00	350.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fail to equip swimming pool gate with self-latching device	350.00	350.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fail to equip swimming pool gate with operable lock	350.00	350.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fail to maintain swimming pool fence to a safe condition and good repair	350.00	350.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Construct or permit swimming pool enclosure not in compliance with height requirement	350.00	350.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Did erect or alter a sign in the Town of Tillsonburg before obtaining a permit from the Chief Building Official	200.00	200.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Did erect or permit community bulletin sign on town property, without town approval	200.00	200.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Did erect a temporary community sign, without town approval	200.00	200.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.

Item	2018 Fee	Proposed 2019 Fee	% Change	Tax	Unit	Notes
Did erect a mobile sign – closer than 30.0 meters or (98.44 ft) from any other mobile sign	100.00	100.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Did erect or display a mobile sign that is not located on the same property as the business which it is advertising.	100.00	100.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Did erect a prohibited sign on land owned by the Town	200.00	200.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Did erect a sidewalk sign on a public street and did not position as to provide a minimum of 1.5 meters of unobstructed sidewalk space	100.00	100.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Did erect a sign located on a premise which does not specifically identify or advertise a business, service, or occupant of the premises where it is located	100.00	100.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Did erect a vehicle/trailer sign on a non-motorized vehicle, where the purpose of the sign meets the definition of a sign under the By-law	100.00	100.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Operate a vehicle for hire without a licence.	250.00	250.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Operate vehicle not licenced as a vehicle for hire.	250.00	250.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Failure to display taxicab plate.	250.00	250.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Failure to submit vehicle for inspection.	250.00	250.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Failure to produce licence upon demand.	250.00	250.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Permit smoking in taxicab.	250.00	250.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Failure to display tariff card.	250.00	250.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Charge fare not prescribed in fare schedule.	250.00	250.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Fail to accept service animal into taxicab.	400.00	400.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Smoke on town walkway	105.00	105.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Smoke within 9 m of anytown facility entrance or exit	105.00	105.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Smoke within 9 metres of Library Lane entrance	105.00	105.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.
Smoke within 9 metres of Town Centre Mall	105.00	105.00	0%	none	per infraction	Fines set by province, approved by Justice of the Peace, not contained in bylaw.

THE CORPORATION OF THE TOWN OF TILLSONBURG

BY-LAW NUMBER 4261

BEING A BY-LAW to confirm the proceedings of Council at its meeting held on the 28th day of January, 2019.

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;

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

1. All actions of the Council of The Corporation of the Town of Tillsonburg at its meeting held on January 28, 2019, with respect to every report, motion, by-law, or other action passed and taken by the Council, including the exercise of natural person powers, are hereby adopted, ratified and confirmed as if all such proceedings were expressly embodied in this or a separate by-law.
2. The Mayor and Clerk are authorized and directed to do all the things necessary to give effect to the action of the Council of The Corporation of the Town of Tillsonburg referred to in the preceding section.
3. The Mayor and the Clerk are authorized and directed to execute all documents necessary in that behalf and to affix thereto the seal of The Corporation of the Town of Tillsonburg.
4. This by-law shall come into full force and effect on the day of passing.

READ A FIRST AND SECOND TIME THIS 28th DAY OF JANUARY, 2019.

READ A THIRD AND FINAL TIME AND PASSED THIS 28th DAY OF JANUARY, 2019.

MAYOR – Stephen Molnar

TOWN CLERK – Donna Wilson