

The Corporation of the Town of Tillsonburg

COUNCIL MEETING

AGENDA



Monday, March 25, 2019

5:00 PM

Council Chambers

200 Broadway, 2nd Floor

1. Call to Order

2. Closed Session

Proposed Resolution #1

Moved By: _____

Seconded By: _____

THAT Council move into Closed Session at 5:00 p.m. to consider personal matters about an identifiable individual, including Town employees (CAO Performance Appraisal).

3. Adoption of Agenda

Proposed Resolution #2

Moved By: _____

Seconded By: _____

THAT the Agenda as prepared for the Council Meeting of Monday, March 25, 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 #3

Moved By: _____

Seconded By: _____

THAT the Minutes of the Council Meeting of March 11, 2019 be approved.

7. Presentations**8. Public Meetings**Proposed Resolution #4

Moved By: _____

Seconded By: _____

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

8.1 Application for Minor Variance - A02-19 - 59 Trillium Drive (Simon Wagler Homes)Proposed Resolution #5

Moved By: _____

Seconded By: _____

THAT the Committee of Adjustment approves Application File A02-19, submitted by Simon Wagler Homes, for lands described as Lot 43, Plan 41M-145, Town of Tillsonburg, as it relates to:

1. Relief from Section 6.2, Table 6.2 – Zone Provisions, to increase the maximum permitted lot coverage of an 'R1-21' zoned lot from 35% to 36% of the lot area, subject to the condition that a building permit for the proposed dwelling shall be issued within one year of the date of the Committee's decision.

Proposed Resolution #6

Moved By: _____

Seconded By: _____

THAT Council move out of the Committee of Adjustment and move back into regular Council session at _____pm.

8.2 Application for Zone Change - ZN 7-19-02 - 74 Sanders Crescent (Erica Patenaude)Proposed Resolution #7

Moved By: _____

Seconded By: _____

THAT Council approves the zone change application submitted by Erica Patenaude, whereby the lands described as Block 47, Plan 41M-241 & Block A, Plan M60, Town of Tillsonburg, known municipally as 74 Sanders Crescent are to be rezoned from 'Low Density Residential Type 1 Zone (R1)' & 'Low Density Residential Type 1A Holding Zone (R1A-H)' to 'Special Low Density Residential Type 1 A Zone (R1A-sp)' to permit a single detached dwelling with a reduced exterior side yard width;

AND FURTHER THAT the Council approves the request to enact a deeming by-law,

to deem lands known as Block 47, Plan 41M-241 & Block A, Plan M60, Town of Tillsonburg to not be within a registered plan of subdivision, to merge the lands to provide a single residential building lot.

9. Planning Applications

10. Delegations

11. Deputation(s) on Committee Reports

12. Information Items

12.1 Lake Erie Source Protection Committee Municipal Member Nomination

Proposed Resolution #8

Moved By: _____

Seconded By: _____

THAT Council receives the Memo regarding the Lake Erie Region Source Protection Committee Municipal Member Nomination, as information; and

THAT Tillsonburg Town Council supports the appointment of the Coordinator of Source Protection (Risk Management Official and Inspector) for the County of Oxford to the Lake Erie Region Source Protection Committee.

12.2 Ontario Senior of the Year Award

Proposed Resolution #9

Moved By: _____

Seconded By: _____

THAT Council receives notice of the Ministry of Citizenship and Immigration's 'Ontario Senior of the Year Award' nomination period;

AND THAT nominations received by the municipality will be considered, and a submission made to the Ministry, with a deadline of April 30, 2019.

13. Mayor Reports

13.1 MYR 19-05 - Update - CAO Performance Appraisal

Proposed Resolution #10

Moved By: _____

Seconded By: _____

THAT Council receives Report MYR 19-05;

AND THAT Council endorses the recommendations for the identified Goals and Objectives and recommended Remuneration;

AND THAT the work of the Review Committee be considered complete and that the Committee be disbanded.

14. Staff Reports

14.1 Chief Administrative Officer

14.2 Clerk's Office

14.2.1 CLK 19-08 - Committees of Council Additional Appointments

Proposed Resolution #11

Moved By: _____

Seconded By: _____

THAT Council receives Report CLK 19-08 - Committees of Council Additional Appointments;

AND THAT By-Law 4281 to amend Schedule A of By-Law 4247, be brought forward for Council consideration.

14.2.2 CLK 19-09 - Appointments to the Property Standards Committee

Proposed Resolution #12

Moved By: _____

Seconded By: _____

THAT Council receives Report CLK 19-09 Appointments to the Property Standards Committee;

AND THAT By-Law 4282 to establish and appoint members to the Property Standards Committee by The Corporation of The Town of Tillsonburg, be brought forward for Council consideration.

14.3 Development and Communication Services

14.4 Finance

14.4.1 FIN 19-06 - 2018 Remuneration and Expenses

Proposed Resolution #13

Moved By: _____

Seconded By: _____

THAT FIN19-06 - 2018 Remuneration and Expenses be received as information.

14.4.2 FIN 19-07 - Plotter ReplacementsProposed Resolution #14

Moved By: _____

Seconded By: _____

THAT FIN19-07 - Plotter Replacements be received as information;

AND THAT two plotter/scanners be purchased by the IT department to replace failing units not included in the 2019 Budget;

AND FURTHER THAT the funding for these units comes from the IT Reserve and the Asset Management Reserve (\$11,072) using unutilized funds from the purchase of survey equipment.

14.5 Fire and Emergency Services**14.6 Operations****14.6.1 OPS 19-06 - Results for RFP 2019-002 Survey Equipment**Proposed Resolution #15

Moved By: _____

Seconded By: _____

THAT Council receives Report OPS 19-06 - Results for RFP 2019-002 Survey Equipment;

AND THAT Council award RFP 2019-002 to Cansel of Richmond Hill, ON at a cost of \$36,012.87 (net HST included), the highest scoring proposal received.

14.7 Recreation, Culture & Park Services**14.7.1 RCP 19-13 - Cogeneration Turbines Factory Protection Plan**Proposed Resolution #16

Moved By: _____

Seconded By: _____

THAT Council receives Report RCP 19-12 – Cogeneration Turbines Factory Protection Plan;

AND THAT Council authorizes the Mayor and Clerk to sign the Factory Protection Plan with Whitby Hydro Energy Services Corporation at Level C for 9 years at an annual cost of \$39,976 plus applicable taxes.

15. New Business

16. Consideration of Committee Minutes

16.1 Committee Minutes

Proposed Resolution #17

Moved By: _____

Seconded By: _____

THAT Council receives the Cultural, Heritage and Special Awards Advisory Committee Minutes dated March 6, 2019, the Recreation and Sports Advisory Committee Minutes dated March 7, 2019, the Parks, Beautification and Cemetery Advisory Committee Minutes dated March 7, 2019, and the Accessibility Advisory Committee Minutes dated March 12, 2019, as information.

17. Motions/Notice of Motions

17.1 Councillor Gilvesy - Council Staff Relations Policy

Proposed Resolution #18

Moved By: Councillor Gilvesy

Seconded By: _____

THAT the Council Staff Relations Policy be reviewed in April 2020.

18. Resolutions/Resolutions Resulting from Closed Session

19. By-Laws

19.1 By-Law 4281, To Amend Schedule A of By-Law 4247, to Define the Mandate and Membership for Committees

19.2 By-Law 4282, To establish and appoint members to the Property Standards Committee

Proposed Resolution #19

Moved By: _____

Seconded By: _____

THAT By-Law 4281, To Amend Schedule A of By-Law 4247, to Define the Mandate and Membership for Committees; and

By-Law 4282, To Establish and Appoint Members to the Property Standards Committee, be read for a first, second, third and final reading and that the Mayor and the Clerk be and are hereby authorized to sign the same, and place the corporate seal thereunto.

20. Confirm Proceedings By-law

Proposed Resolution #20

Moved By: _____

Seconded By: _____

THAT By-Law 4284, to Confirm the Proceedings of the Council Meeting held on March 25, 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.

21. Items of Public Interest

22. Adjournment

Proposed Resolution #21

Moved By: _____

Seconded By: _____

THAT the Council Meeting of Monday, March 25, 2019 be adjourned at _____ p.m.

MINUTES



Monday, March 11, 2019

6:00 PM

Council Chambers

200 Broadway, 2nd Floor

ATTENDANCE:	Mayor Molnar
	Deputy Mayor Beres
	Councillor Esseltine
	Councillor Luciani
	Councillor Parker
	Councillor Rosehart
Regrets:	Councillor Gilvesy
Staff:	David Calder, CAO
	Kevin De Leebeeck, Director of Operations
	Dave Rushton, Director of Finance
	Rick Cox, Director of Recreation, Culture and Parks
	Lana White, Deputy Clerk/Executive Assistant
	Amelia Jaggard, Legislative Services Coordinator
Regrets:	Donna Wilson, Town Clerk
	Jeff Smith, Fire Chief

1. Call to Order

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

2. Closed Session

3. Adoption of Agenda

Resolution # 1

Moved By: Councillor Rosehart

Seconded By: Councillor Esseltine

THAT the Agenda as prepared for the Council meeting of Monday, March 11, 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

Resolution # 2

Moved By: Councillor Rosehart

Seconded By: Councillor Esseltine

THAT the Minutes of the Council meeting of February 28, 2019 be approved.

Carried

7. Presentations

8. Public Meetings

Resolution # 3

Moved By: Deputy Mayor Beres

Seconded By: Councillor Luciani

THAT Council move into the Committee of Adjustment to hear applications for Minor Variance at 6:04 pm.

Carried

**8.1 Application for Minor Variance - A01-19 - 24 Morning Glory Drive
(Simon Wagler Homes)**

Eric Gilbert, Senior Planner, County of Oxford, appeared before Council and provided an overview of Report A01-19 Application for Minor Variance.

Opportunity was given for comments and questions from Council.

The owner, Simon Wagler Homes, was not in attendance.

No members of the public appeared before Council either in support of, or opposition to, the application.

Council passed the following resolution.

Resolution # 4**Moved By:** Deputy Mayor Beres**Seconded By:** Councillor Luciani

THAT the Committee of Adjustment approves Application File A01-19, submitted by Simon Wagler Homes, for lands described as Lot 143, Plan 41M-145, Town of Tillsonburg, as it relates to:

1. Relief from Section 6.2, Table 6.2 - Zone Provisions, to increase the maximum permitted lot coverage of an 'R1' zoned lot from 36.7% to 38% of the lot area.

Carried**Resolution # 5****Moved By:** Councillor Luciani**Seconded By:** Councillor Rosehart

THAT Council move out of the Committee of Adjustment and move back into regular Council session at 6:08 p.m.

Carried**8.2 Application for Zone Change - ZN 7-18-14 - 88 Bidwell Street (St. Paul's United Church)**

Eric Gilbert, Senior Planner, County of Oxford, provided an overview of Report CP 2019-63, application for Zone Change ZN 7-18-14.

Opportunity was given for comments and questions from Council.

The applicant, David Morris, appeared before Council and spoke in favour of the application.

No members of the public appeared before Council either in support of, or opposition to, the application.

Council passed the following resolution.

Resolution # 6**Moved By:** Councillor Luciani**Seconded By:** Deputy Mayor Beres

THAT Council approves the zone change application (ZN 7-18-14) submitted by St. Paul's United Church, whereby the lands described

as Lots 888-890, Plan 500, Town of Tillsonburg, known municipally as 38 Ridout Street are to be rezoned from 'Central Commercial Zone (CC)' to 'Special Central Commercial Zone (CC-sp)' to permit a single detached dwelling in an existing building.

Carried

8.3 Application for Zone Change - ZN 7-18-01 - Supplementary Report - 500 Broadway (Greg Vermeersch)

Eric Gilbert, Senior Planner, County of Oxford, provided an overview of Report CP 2019-56, application for Zone Change ZN 7-18-01.

Opportunity was given for comments and questions from Council.

The applicant, Greg Vermeersch, appeared before Council and spoke in favour of the application.

No members of the public appeared before Council in support of the application.

The planner noted written submission from a resident, Robert Kloss, 81 Devonshire Ave, who was not in favour of the application. The correspondence has been added to the record.

Jean Cook, 502 Broadway, appeared before Council in opposition to the application.

Ms. Cook provided written comments and a petition.

Ms. Cook noted concerns about property maintenance in the yard of the subject property, and the proposed addition to the existing dwelling obstructing the view from her property. Ms. Cook also noted concerns about the proposed apartments reducing the value of surrounding single dwelling homes.

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

Resolution # 7

Moved By: Councillor Esseltine

Seconded By: Councillor Rosehart

THAT Council approves the zone change application (ZN 7-18-01) submitted by Greg Vermeersch, whereby the lands described as Part Lot 85, Lot 86, Plan 500, Parts 3 of 41R-1779, Town of Tillsonburg, known

municipally as 500 Broadway are to be rezoned from 'Low Density Residential Type 1 Zone (R1)' to 'Special Low Density Residential Type 3 Zone (R3-15)' to permit the development of a multi-unit dwelling, consisting of 3 dwelling units.

Carried

9. Planning Applications

10. Delegations

10.1 Sharon Howard, President, Tillsonburg Rowing Club

Sharon Howard, President of the Tillsonburg Rowing Club, and Angela Newson, Vice President of the Tillsonburg Rowing Club, appeared before Council to request that Council implement immediate temporary measures to make the Summer Place building usable to the Tillsonburg Rowing Club for the 2019 outdoor rowing season which runs until approximately October.

Opportunity was given for comments and questions from Council.

Resolution # 8

Moved By: Councillor Esseltine

Seconded By: Councillor Parker

THAT Council receives the delegation from Sharon Howard, President, Tillsonburg Rowing Club, as information.

Carried

11. Deputation(s) on Committee Reports

12. Information Items

12.1 Correspondence - City of Woodstock - Regional Government Reform

Opportunity was given for comments and questions from Council.

After the area CAO's have their first meeting the CAO will report back to Council.

Resolution # 9

Moved By: Councillor Parker

Seconded By: Councillor Esseltine

THAT Council receives the correspondence from the City of Woodstock, regarding Regional Government Reform, as information.

Carried

13. Staff Reports

13.1 Chief Administrative Officer

13.2 Clerk's Office

13.3 Development and Communication Services

13.3.1 DCS 19-03 - Highway 3 Business Park Naming - Survey Results

Resolution # 10

Moved By: Councillor Parker

Seconded By: Councillor Esseltine

THAT Council receives Report DCS 19-03 - Highway 3 Business Park Naming - Survey Results, as information.

Carried

13.4 Finance

13.5 Fire and Emergency Services

13.6 Operations

13.6.1 OPS 19-04 - Results for Tender RFT 2019-001 Asphalt Paving Program

Resolution # 11

Moved By: Deputy Mayor Beres

Seconded By: Councillor Esseltine

THAT Council receives Report OPS 19-04 - Results for Tender RFT 2019-001 Asphalt Paving Program;

AND THAT Council awards Tender RFT 2019-001 to Dufferin Construction Company, A division of CRH Canada Group Inc. of London, ON at a cost of \$700,674.59 (net HST included), the lowest bid received satisfying all Tender requirements.

Carried

13.6.2 OPS 19-05 - Results for Tender RFT 2019-002 Concrete Sidewalk and Curbing

Resolution # 12

Moved By: Deputy Mayor Beres

Seconded By: Councillor Parker

THAT Council receives Report OPS 19-05 - Results for Tender RFT 2019-002 Concrete Sidewalk and Curbing;

AND THAT Council awards Tender RFT 2019-002 to Dufferin Construction Company, A division of CRH Canada Group Inc. of London, ON at a cost of \$289,489.29 (net HST included), the lowest bid received satisfying all Tender requirements.

Carried

13.7 Recreation, Culture & Park Services

13.7.1 RCP 19-12 - Skate Shop Lease 2019-2024

Opportunity was given for comments and questions from Council.

The CAO confirmed that the current lease permits a transfer of the lease if approved by the Town.

Resolution # 13

Moved By: Councillor Luciani

Seconded By: Councillor Parker

THAT Council receives Report RCP 19-12 – Skate Shop Lease 2019-2024 for information;

AND THAT Council awards the lease for the Skate Shop in the Tillsonburg Community Centre to Tillsonburg Skate Shop (Doug Holman) for May 1, 2019 through April 30, 2024.

Carried

14. New Business

15. Consideration of Committee Minutes

15.1 Committee Minutes**Resolution # 14****Moved By:** Councillor Luciani**Seconded By:** Deputy Mayor Beres

THAT Council receives the Airport Advisory Committee Minutes dated February 21, 2019 as information.

Carried**16. Motions/Notice of Motions****16.1 Councillor Gilvesy - Council Staff Relations Policy**

Item to appear as a Notice of Motion on the March 25, 2019 Council agenda.

Resolution # 15

THAT the Council Staff Relations Policy be reviewed in April 2020.

16.2 Councillor Rosehart - Manager of Recreation Programs & Services Position**Resolution # 16****Moved By:** Councillor Rosehart**Seconded By:** Councillor Parker

THAT the Manager of Recreation Programs & Services position be reviewed and not be filled at this time.

Defeated**16.3 Councillor Rosehart - Facility Attendant Position****Resolution # 17****Moved By:** Councillor Rosehart**Seconded By:** Councillor Parker

THAT the Facility Attendant position be reviewed and not be filled at this time.

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

18. By-Laws

18.1 By-Law 4271, To Amend Zoning By-Law 3295 (ZN 7-18-12)

18.2 By-Law 4272, To Amend Zoning By-Law 3295 (ZN 7-18-01)

18.3 By-Law 4279, To Amend Zoning By-Law 3295 (ZN 7-18-14)

Resolution # 18

Moved By: Councillor Esseltine

Seconded By: Councillor Parker

THAT By-Law 4271, To Amend Zoning By-Law 3295 (ZN 7-18-12)

By-Law 4272, To Amend Zoning By-Law 3295 (ZN 7-18-01, Vermeersch);
and

By-Law 4279, To Amend Zoning By-Law 3295 (ZN 7-18-14, St. Paul's United Church), 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

19. Confirm Proceedings By-law

Resolution # 19

Moved By: Councillor Esseltine

Seconded By: Councillor Parker

THAT By-Law 4280, to Confirm the Proceedings of the Council Meeting held on March 11, 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. Items of Public Interest

A reminder from the Fire Chief to check the batteries in your fire alarms and carbon monoxide detectors.

The refrigeration for the outdoor recreation pad will be turned off at the end of March break. Once the ice melts the pad will be prepped for spring/summer function.

21. Adjournment

Resolution # 20

Moved By: Councillor Parker

Seconded By: Councillor Esseltine

THAT the Council Meeting of Monday, March 11, 2019 be adjourned at 8:13 p.m.

Carried



Growing stronger together

Community Planning

P. O. Box 1614, 21 Reeve Street

Woodstock Ontario N4S 7Y3

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

Web site: www.oxfordcounty.ca

Our File: **A02-19**

APPLICATION FOR MINOR VARIANCE

TO: Town of Tillsonburg Committee of Adjustment
MEETING: March 25, 2019
REPORT NUMBER: 2019-75

OWNER: Simon Wagler Homes
 RR#4 Aylmer ON, N5H 2R3

REQUESTED VARIANCE:

1. Relief from **Section 6.2, Lot Coverage**, to increase the maximum permitted lot coverage from 35% to 36%.

LOCATION:

The subject property is described as Lot 43, Plan 41M-145 in the Town of Tillsonburg. The property is located on the south side of Trillium Drive, lying between Primrose Drive and Morning Glory Drive, and is municipally known as 59 Trillium Drive, Tillsonburg.

BACKGROUND INFORMATION:

COUNTY OF OXFORD OFFICIAL PLAN:

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

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

TOWN OF TILLSONBURG ZONING BY-LAW:

Special Low Density Residential Type 1 Zone (R1-21)

SURROUNDING USES: Low density residential uses, consisting of single detached dwellings.

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

The applicant is requesting relief from the above-noted provision of the Town Zoning By-law to facilitate the construction of single detached dwelling. Due to the design of the proposed dwelling, which includes a covered porch, relief from the Zoning By-Law lot coverage provision is required.

The subject lands were rezoned in October 2018 to allow for an increase to lot coverage from 33% to 35% and a reduction to the minimum required rear yard depth from 12 m (39.3 ft) to 10.5 m (34.4 ft). The site specific 'R1-21' zone also allows for the encroachment of an attached garage up to 1.5 m (4.9 ft) into a required front yard. The applicant has since recognized that an increase to 36% coverage is necessary to facilitate the design of the proposed porch on the front of the dwelling and has requested this variance to facilitate the proposed development.

The subject property comprises approximately 660.6 m² (7,110.6 ft²) of area, with approximately 17.6 m (57.7 ft) of frontage on Trillium Drive and is currently vacant. A single detached dwelling with a covered porch is proposed for the subject lands. Surrounding land uses are predominately single detached dwellings.

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

Plate 2, 2015 Aerial Photo, shows the location of the subject lands and surrounding properties.

Plate 3, Applicant's Sketch, shows the dimensions and setbacks of the proposed single detached dwelling.

(b) Agency Comments:

The application was circulated to a number of public agencies. No comments of concern were received.

(c) Public Consultation:

Public Notice was mailed to surrounding property owners on March 15, 2019. As of the writing of this report, no comments or concerns had been received from the public.

(d) Intent and Purpose of the Official Plan:

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

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

The subject property is zoned 'Special Low Density Residential - Type 1 Zone (R1-21)', which permits the development of single detached dwellings, and requires a minimum lot area of 480 m² (5,166.8 ft²), a minimum lot frontage of 15 m (49.5 ft) and a minimum lot depth of 32 m (105

ft). The site specific provisions of the 'R1-21' zone also permit a maximum cumulative lot coverage of 35% (including accessory buildings and structures), a minimum rear yard depth of 10.5 m (34.43 ft) and an encroachment of 1.5 m (4.9 ft) for attached garages into a required front yard. These site specific provisions were implemented in October 2018 and apply to several properties in the vicinity of the subject lands.

The applicant is seeking relief of the 35% lot coverage provision to construct a covered porch on the proposed single detached dwelling. The purpose of the lot coverage provision is to limit the extent of buildings/structures on a lot to ensure sufficient area is maintained for parking and private amenity area as well as ensuring the general lot grading for the overall subdivision and the individual lot are not negatively impacted. The lot coverage provision is also intended to ensure that the general scale of development is consistent and appropriate for the size of the lot.

In this case, it is not anticipated that the minor increase in lot coverage will have a negative impact on lot grading or drainage. A preliminary lot grading plan will be reviewed as part of the building permit process to ensure the proposal will have no negative impacts on neighbouring properties.

(f) Desirable Development/Use:

It is the opinion of this Office that the applicant's request can be considered minor and desirable for the development of the subject property.

As the proposed relief is not anticipated to impact the ability of the property to provide adequate parking and amenity space, or negatively impact drainage, the requested relief can be considered minor. Sufficient separation width will also be provided from property lines to allow for normal building maintenance and access to the rear yard, and the applicant's request can also be considered desirable as it will facilitate the construction of a single detached dwelling that is consistent with the existing development in the area.

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

RECOMMENDATION:

That the Town of Tillsonburg Committee of Adjustment **approve** Application File A02-19, submitted by Simon Wagler Homes, for lands described as Lot 43, Plan 41M-145, Town of Tillsonburg, as it relates to:

1. Relief from **Section 6.2, Table 6.2 – Zone Provisions**, to increase the maximum permitted lot coverage of an 'R1-21' zoned lot from 35% to 36% of the lot area;

Subject to the following condition:

- i. a building permit for the proposed dwelling shall be issued within one year of the date of the Committee's decision;

As the proposed variance is:

- (i) a minor variance from the provisions of the Town of Tillsonburg Zoning By-law No. 3295;

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

Authored by: Heather St. Clair, MCIP, RPP, Development Planner

Approved for submission by: Eric Gilbert, MCIP, RPP, Senior Planner

Report Approval Details

Document Title:	A02-19_rpt.docx
Attachments:	- Report Attachments.pdf - a02-19t_appl-20190221.pdf - a02-19t_appl-sketch-20190221.pdf
Final Approval Date:	Mar 12, 2019

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

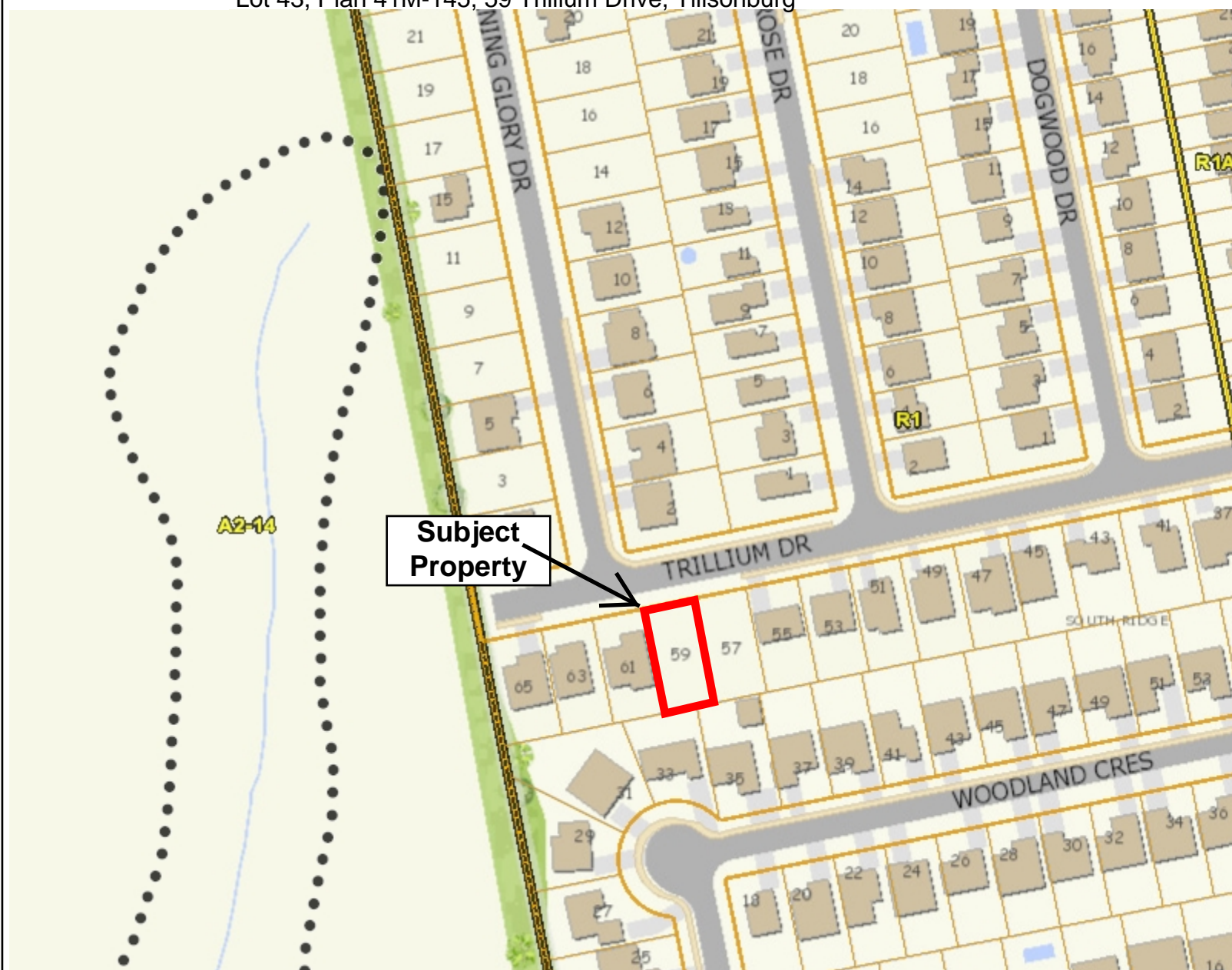


David Calder - Mar 12, 2019 - 10:12 AM

Plate 1: Location Map with Existing Zoning and Parcel Lines

File No.: A02-19, Simon Wagler Homes

Lot 43, Plan 41M-145, 59 Trillium Drive, Tillsonburg



Legend

Parcel Lines

- Property Boundary
- Assessment Boundary
- Unit
- Road
- Municipal Boundary

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

March 11, 2019

Plate 2: Aerial Photo
File No.: A02-19, Simon Wagler Homes
Lot 43, Plan 41M-145, 59 Trillium Drive, Tillsonburg



Legend

Parcel Lines

- Property Boundary
- Assessment Boundary
- Unit
- Road
- Municipal Boundary

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 13 26 Meters

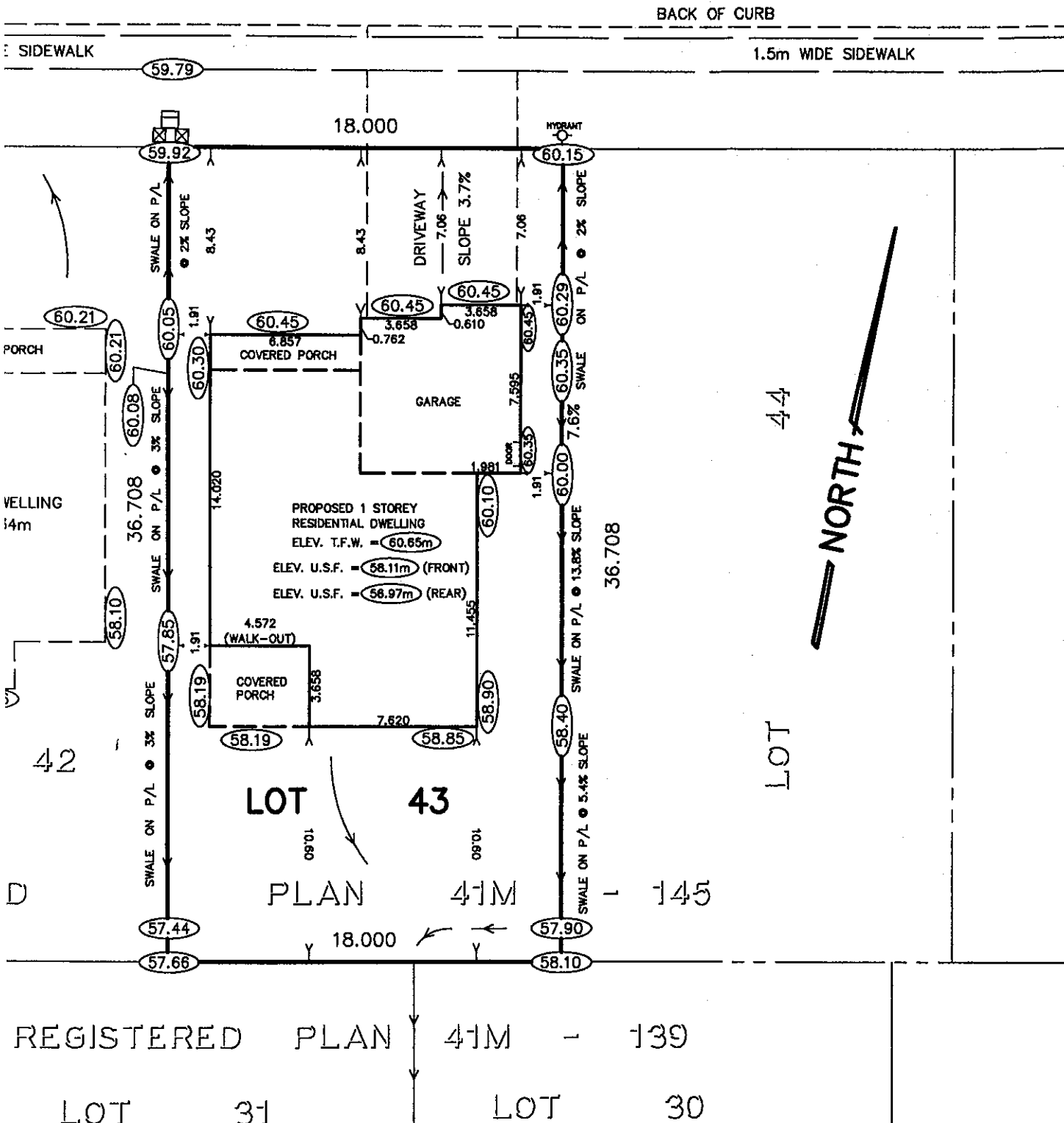
NAD_1983_UTM_Zone_17N



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March 11, 2019

TRILLIUM DRIVE



CAUTION

THIS IS NOT A PLAN OF SURVEY OR SURVEYOR'S REPORT AND SHALL NOT BE USED FOR TRANSACTION OR FINANCING PURPOSES

FORM 1
PLANNING ACT, 1990
APPLICATION FOR MINOR VARIANCE OR PERMISSION
Town of Tillsonburg Committee of Adjustment
Fee \$900.00 (\$1800 - See Note 1 - Page 4)

For Office Use Only

PIN#: 00019-0317 ROLL#: _____ FILE: A02-19

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

Name and Address of Owner		Name and Address of Applicant/Agent (if applicable)	
<u>Simon Wagler Homes Inc.</u>		<u>Simon Wagler Homes Inc.</u>	
<u>RR #4 Aylmer</u>			
Postal Code:	Telephone Number:	Postal Code:	Telephone Number:
<u>N5H 2R3</u>	<u>519-639-4161</u>		
Email: <u>jacobwagler@gmail.com</u>		Email: _____	

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

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

LOT COVERAGE By-LAW 35%

proposed. 36%

VARIANCE FOR 1% REQUIRED.

EXISTING ZONING R1-21

For office use only

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

COVERED PORCH PUTS US OVER 35%

4. Legal Description of Subject land:

Lot Number(s) 43 Plan Number or Concession 41M-145

Part Number(s) _____ Reference Plan Number _____

Street Address (if any) # 59 TRILLIUM DRIVE

The lot is located on the SOUTH side of the Street lying between PRIMROSE DRIVE Street and

MORNING GLORY Street DRIVE.

5. Dimensions of land affected:

Frontage 18m Depth (average) 36.7m
 Area 660.6 SQ.M. Width of Street 20.117m

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

Existing: _____

Proposed: 1 Single Family Dwelling

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

Existing: _____

Proposed: See ATTACHED SITE PLAN.

8. Date of acquisition of subject land: November 2018

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

10. Existing uses of the subject property Residential

11. Existing uses of abutting properties: Residential

12. Length of time the existing uses of the subject property have continued: 20 yrs.

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

☒ Water

☐ Connected

☒ Sanitary Sewers

☐ Connected

☒ Storm Sewers

14. Present Official Plan Provisions applying to the land: Residential
15. Present Zoning by-Law provisions applying to the land: R1-21
16. Has the owner previously applied for relief in respect of the subject property? ☒ Yes ☐ No
 If the answer is yes, describe briefly Re-Zoning Bylaw 4226
Dated Oct 9, 2018
17. Is the subject property the subject of a current application for consent under Section 53 of the Planning Act, 1990? ☐ Yes ☒ No

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

I/We Simon Wagler of the Town of Tillsonburg
 In the County of Oxford.

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

DECLARED before me at the

Of Town of Tillsonburg in the
County of Oxford.

This 21 day of February, 2019

Simon Wagler
 Owner(s)/Applicant

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

Helen Johnson
 A Commissioner for Taking affidavits

For Office use Only

AUTHORIZATION

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

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

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

Signature of Owner(s)

Signature of Owner(s)

DATED

Notes:

1. It is required that one original copy of this application and all drawings be filed at the Town's Customer Service Centre, accompanied by a fee of \$900 in cash or cheque made payable to the Town of Tillsonburg. A fee of \$1800 will be charged if an application is required after the fact.

SKETCH

PREPARED FOR BUILDING PERMIT APPLICATION
FOR: SIMON WAGLER HOMES
TRILLIUM DRIVE, TILLSONBURG

SCALE - 1: 250



METRIC

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

NOTE:

SEE TOWN OF TILLSONBURG RE-ZONING
BY-LAW DATED OCTOBER 9, 2018.

NOTES

- AREA OF LOT = 660.6 SQ. METERS
- DWELLING AREA (EXCLUDING PORCH) = 182.3 SQ. METERS
- DWELLING COVERAGE = 27.6%
- GARAGE AREA = 53.3 SQ. METERS
- GARAGE COVERAGE = 8.1%
- ADD 200.00m TO ELEVATIONS SHOWN HERON TO OBTAIN GEODETIC DATUM
- T.F.W. DENOTES TOP OF FOUNDATION WALL
- U.S.F. DENOTES UNDER SIDE OF FOOTING
- DENOTES PROPOSED BELL PEDESTAL
- DENOTES PROPOSED TREE
- DENOTES PROPOSED FINISHED GRADE
- DENOTES PROPERTY LINE
- DENOTES LIGHT STANDARD
- DENOTES PROPOSED CATCH BASIN
- DENOTES PROPOSED FIRE HYDRANT
- DENOTES PROPOSED TRANSFORMER

TRILLIUM

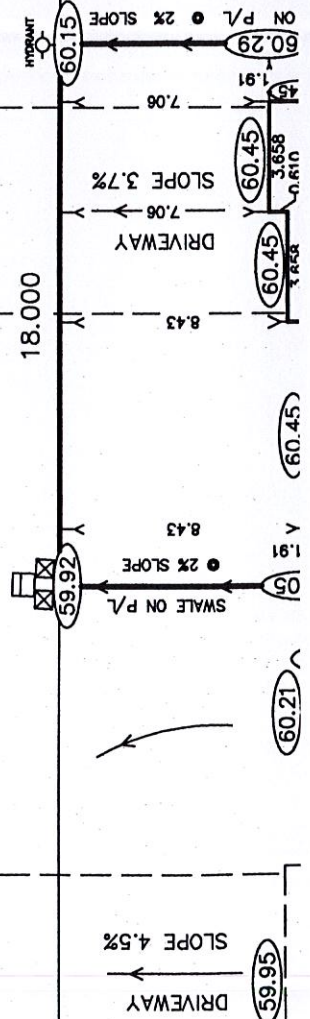
DRIVE

BACK OF CURB

1.5m WIDE SIDEWALK

BACK OF CURB

1.5m WIDE SIDEWALK





To: Mayor and Members of Tillsonburg Council

From: Eric Gilbert, Senior Planner, Community Planning

Application for Zone Change & Deeming By-Law ZN 7-19-02 – Erica Patenaude

REPORT HIGHLIGHTS

- The application for zone change proposes to rezone two lots from 'Low Density Residential Type 1A Holding Zone (R1A-H)' & 'Low Density Residential Type 1 Zone (R1)' to 'Special Low Density Residential Type 1A Zone (R1A-sp)' to facilitate the construction of a single detached dwelling on a single lot.
- The applicant proposes to merge the two lots together to create a residential building lot, which requires that Town Council pass a Deeming By-Law, deeming the lots to not be within a registered plan of subdivision. By deeming the lands to no longer be part of a registered plan of subdivision, the lands will merge and one enlarged residential building lot will remain.
- Planning staff are supportive of the proposal, as it is consistent with the policy direction of the Provincial Policy Statement and Official Plan respecting low density residential uses and efficient use of underutilized land within a serviced settlement area.

DISCUSSION

Background

OWNER: Erica Patenaude
90 Denrich Avenue, Tillsonburg ON, N4G 4X7

LOCATION:

The subject lands are described as Block 47, Plan 41M-241 & Block A, Plan M60, in the Town of Tillsonburg. The subject lands are located on the southwest corner of Sanders Crescent and Denrich Avenue, and are municipally known as 74 Sanders Crescent.

COUNTY OF OXFORD OFFICIAL PLAN:

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

TOWN OF TILLSONBURG ZONING BY-LAW NO.3295:

Existing Zoning: Low Density Residential Type 1 Zone (R1)
 Low Density Residential Type 1A Holding Zone (R1A-H)

Proposed Zoning: Special Low Density Residential Type 1A Zone (R1A-sp)

PROPOSAL:

The application for Zone Change proposes to rezone the lands to “Special Low Density Residential Type 1A Zone (R1A-sp)” to facilitate the construction of a single detached dwelling with a reduced minimum exterior side yard width of 6 m (19.6 ft).

The subject lands currently comprise 2 blocks within registered plans of subdivision that are proposed to be merged together to provide a single building lot for a single detached dwelling with a reduced exterior side yard. The two existing blocks are remnant parcels from the development of the first phase of Victoria Woods (32T-06005), registered in 2007 & the third phase of the Trottier Subdivision, registered in 1977 as Plan M60.

The effect of this requested amendment and deeming by-law will be to ensure the two parcels will merge together and will be wholly contained within a single zoning category.

The subject properties consist of two lots, with a total area of 1,376.4 m² (14,815.5 ft²), fronting on Denrich Avenue and Sanders Crescent. The subject lands are currently vacant. Surrounding land uses are low density residential uses, consisting of single detached dwellings.

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

Plate 2, 2015 Aerial Map with Existing Zoning, provides an aerial view of the subject property.

Plate 3, Applicant's Sketch, provides a site plan of the subject lands and the location of the proposed single detached dwelling, as submitted by the applicant.

Application Review

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.

The policies of Section 8.2.4.1 (Infill Housing) indicate that in order to efficiently utilize the designated residential land and municipal servicing infrastructure, infill housing will be supported in Low Density Residential Areas. The County Land Division Committee and Town Council will ensure that proposals for infill development are consistent with policies contained in Section 8.2.4.1.1 and 8.2.4.1.4.

Report No: CP 2019-83
COMMUNITY PLANNING
 Council Date: March 25, 2019

Official Plan policies respecting Street Oriented Infill permit new residential housing into an established streetscape pattern only if the proposal is deemed to be consistent with the characteristics of existing development on both sides of the street. The policies also require that the proposal is consistent with street frontage, setbacks and spacing of existing development within a two block area on the same street.

In addition, all infill proposals are subject to the following criteria:

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

TOWN OF TILLSONBURG ZONING BY-LAW:

The subject properties are currently zoned 'Low Density Residential Type 1 Zone (R1)' & 'Low Density Residential Type 1A Holding Zone (R1A-H)' in the Town Zoning By-law. Permitted uses in the 'R1' & 'R1A' zone include a single detached dwelling and home occupation.

The Holding provision was placed on Block 47 of Registered Plan 41M-241 to ensure that adequate water allocation existed prior to the development of the lot.

Section 6.2 (Low Density Residential – Type 1 Zone) provides that single detached dwellings on a corner lot require a minimum lot area of 608 m² (6,544.7 ft²), as well as a minimum lot frontage of 19 m (62.3 ft) for a corner lot, and a minimum lot depth of 32 m (105 ft). This section also provides that single detached dwellings require a minimum front yard depth and exterior side yard width of 7.5 m (24.6 ft) or 6 m (19.7 ft) for a lot created after the passing of the By-law.

Section 6.2 (Low Density Residential – Type 1A Zone) provides that single detached dwellings on a corner lot require a minimum lot area of 480 m² (5,166.8 ft²), as well as a minimum lot frontage of 16 m (52.5 ft) for a corner lot, and a minimum lot depth of 30 m (98.4 ft). This section also provides that single detached dwellings require a minimum front yard depth and exterior side yard width of 7.5 m (24.6 ft) or 6 m (19.7 ft) for a lot created after the passing of the By-law.

The applicant is proposing to rezone the properties to R1A-sp to ensure that the lands, once merged, are wholly contained within one zone and to permit a reduced exterior side yard of 6 m (19.6 ft).

The purpose of the exterior side yard provisions are to ensure appropriate sight lines for vehicles and pedestrians travelling along public right of ways are maintained, particularly near the intersection of streets.

AGENCY COMMENTS:

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

No adverse comments were received through the agency circulation process.

PUBLIC CONSULTATION:

Notice of complete application and notice of public meeting regarding this application were circulated to surrounding property owners on February 27, 2019 and March 11, 2019, in accordance with the Planning Act. To date, no comments of concern have been received from the public.

Planning Analysis

The application for rezoning & deeming by-law has been requested to facilitate the construction of a single detached dwelling with a reduced exterior side yard width, on two existing lots that are proposed to be merged, resulting in a single building lot that is of a size and shape consistent with surrounding lots.

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 underutilized lands, municipal services and infrastructure within a designated settlement area.

The use of the lands for a single detached dwelling is consistent with the Official Plan policies respecting low density residential development. With regard to the relevant Official Plan policies for Low Density Residential areas, an analysis of the existing characteristics of residential development within the immediate area was completed by Planning staff. For street-oriented infill development, the policies of Section 8.2.4.1.1 permit such development where the proposal is deemed to be consistent with the characteristics of existing development on both sides of the same street, and is consistent with street frontage, setbacks and spacing of existing development within a two-block area on the same street.

The subject lands are located in an area characterized by low density residential development, created through a number of plans of subdivision. Lands to the west and north are within the Victoria Woods subdivision which was registered in 2007. Lots within this plan are characterized by a variety of lot sizes and shapes with single detached dwellings and street fronting townhouses. Lands to the south and east are within Plan M60, registered in 1977 and are characterized by slightly more generous lot frontages. The resulting enlarged lot will be consistent with the characteristics of other existing lots in the vicinity.

The proposal will also comply with the other review criteria for infill proposals as adequate municipal services are present to accommodate the proposal (services were installed in 2007 on Sanders Crescent), the resulting enlarged lot is of a sufficient size that adequate off-street parking and outdoor amenity areas are provided, and any drainage or stormwater impacts to surrounding

Report No: CP 2019-83
COMMUNITY PLANNING
Council Date: March 25, 2019

properties will be reviewed and assessed through the preparation detailed lot grading plans upon building permit submission.

The requested reduced exterior side yard width of 6 m (19.6 ft) in lieu of the required 7.5 m (24.6 ft) is not expected to impact any sightlines and sufficient amenity space and separation between the proposed dwelling and street will remain. Further, the proposed exterior side yard will provide for sufficient setback from the travelled portion of the street to allow for ongoing road maintenance (e.g. snow removal).

The applicant purchased both properties in 2018 and they are in identical ownership. However, due to the provisions of Section 50 of the Planning Act commonly referred to 'once a lot, always a lot', the parcels cannot legally merge as they are whole blocks within a registered plan of subdivision.

Under Section 50(4) of the Planning Act, R.S.O., 1990, the Council of a local municipality may by by-law designate any part of a plan of subdivision that has been registered for eight years or more to be deemed to no longer be registered as part of that plan of subdivision. This negates the 'once a lot, always a lot' provisions and once a deeming by-law is passed, the abutting properties held in identical ownership will automatically merge.

It is recommended that Town Council approve the requested zoning amendment and adopt the recommended deeming by-law to ensure that these properties will merge to provide a suitable building lot for the construction of a single detached dwelling, as proposed by the applicant.

RECOMMENDATIONS

1. It is recommended that the Council of the Town of Tillsonburg approve the zone change application submitted by Erica Patenaude, whereby the lands described as Block 47, Plan 41M-241 & Block A, Plan M60, Town of Tillsonburg, known municipally as 74 Sanders Crescent are to be rezoned from 'Low Density Residential Type 1 Zone (R1)' & 'Low Density Residential Type 1A Holding Zone (R1A-H)' to 'Special Low Density Residential Type 1 A Zone (R1A-sp)' to permit a single detached dwelling with a reduced exterior side yard width; and further,
2. It is recommended that the Council of the Town of Tillsonburg approve the request to enact a deeming by-law, to deem lands known as Block 47, Plan 41M-241 & Block A, Plan M60, Town of Tillsonburg to not be within a registered plan of subdivision, to merge the lands to provide a single residential building lot.

SIGNATURES

Authored by:

"original signed by"

Eric Gilbert, MCIP, RPP
Senior Planner

Approved for submission: *"original signed by"*

Gordon Hough, RPP
Director

Report No: CP 2019-83
COMMUNITY PLANNING
Council Date: March 25, 2019

Report Approval Details

Document Title:	7-19-02_ Report.docx
Attachments:	- Report Attachments.pdf - 7-19-02_appl-20190207.pdf - 7-19-02_appl-sketch-20190207.pdf
Final Approval Date:	Mar 14, 2019

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

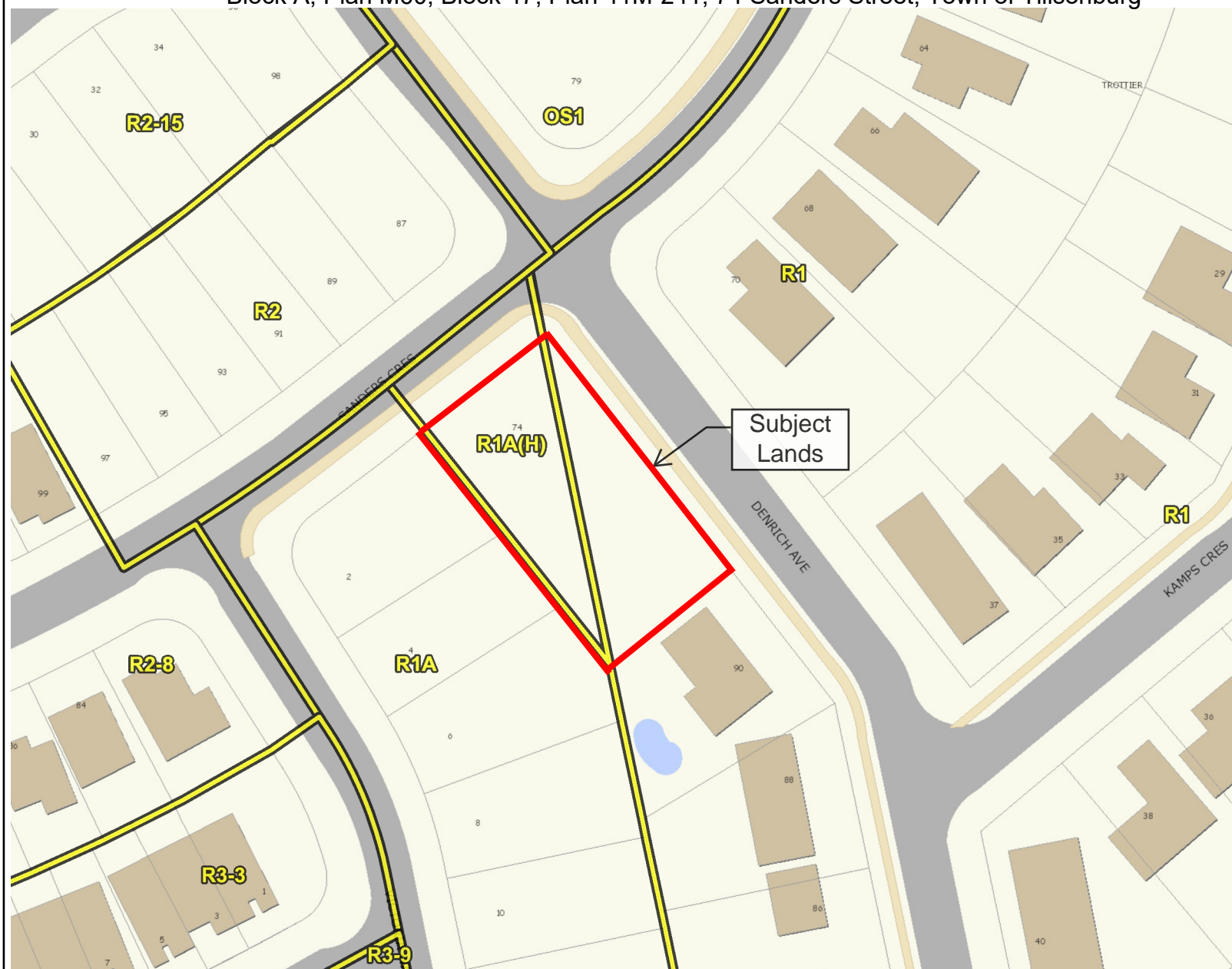


David Calder - Mar 14, 2019 - 8:49 AM










Plate 1: Location Map with Existing Zoning

File No: ZN 7-19-02: Erica Patenaude

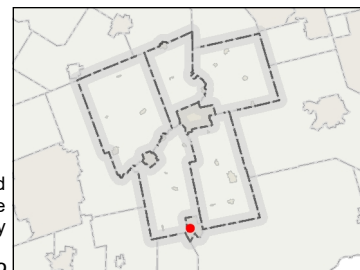
Block A, Plan M60, Block 47, Plan 41M-241, 74 Sanders Street, Town of Tillsonburg



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 26 51 Meters

NAD_1983_UTM_Zone_17N



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

February 20, 2019










Plate 2: 2015 Aerial Map with Existing Zoning

File No: ZN 7-19-02: Erica Patenaude

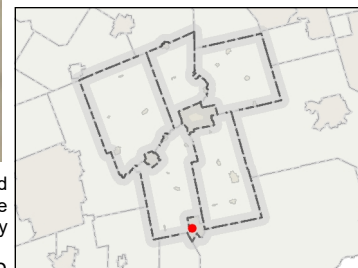
Block A, Plan M60, Block 47, Plan 41M-241, 74 Sanders Street, Town of Tillsonburg



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 13 26 Meters

NAD_1983_UTM_Zone_17N




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

February 20, 2019

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DRAWN BY



JAR
RESIDENTIAL PLANS
VIRTUAL CONSTRUCTION

JAMES A. RONSON
BCIN: 35220

Denton Ave
TILLSONBURG ON.
226-289-3277

JarHomePlans@outlook.com

2018.4.8

SECTION LETTER
A
PAGE NUMBERS
1 1

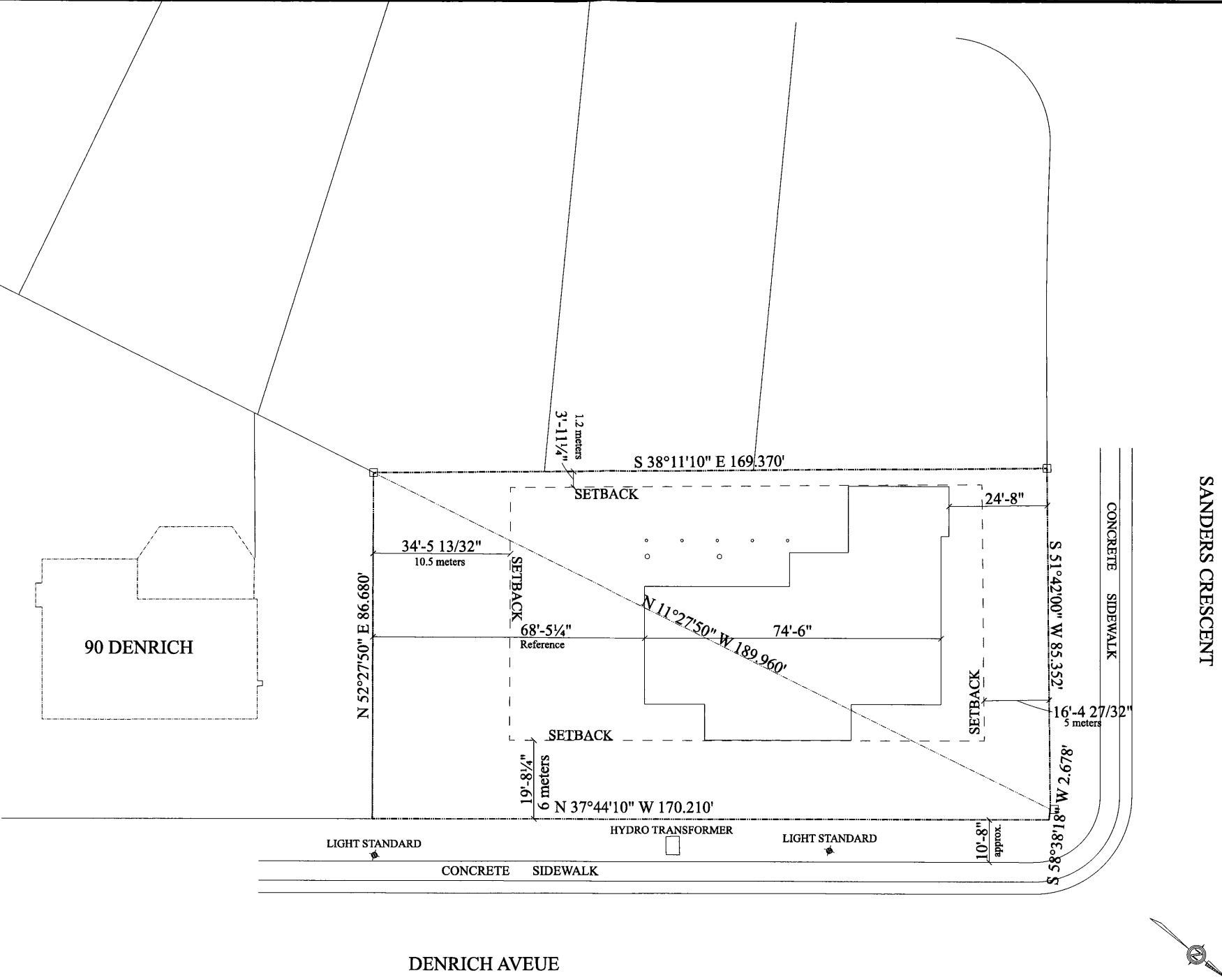
ALTHOUGH EVERY EFFORT HAS BEEN MADE IN PREPARING THESE PLANS AND CHECKING THEM FOR ACCURACY, THE CONTRACTOR MUST CHECK ALL DETAILS AND DIMENSIONS AND BE RESPONSIBLE FOR THE SAME FOR ALL GOVERNING CODES AND BUILDING PRACTICES. THESE DRAWINGS CONFORM TO GENERALLY ACCEPTED BUILDING PRACTICES. THE DESIGNER, JAMES A. RONSON, SHALL NOT BE HELD LIABLE FOR ANY ERRORS. ALL CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE LOCAL CODES. DO NOT SCALE DRAWINGS, USE ONLY THE PRINTED DIMENSIONS. VERIFY WITH THE WINDOW MANUFACTURER ALL WINDOW SIZES AND APPLICABLE EGRESS REQUIREMENTS. ALL DIMENSIONS ARE TAKEN FROM TO ROUGH STUDS OF A DIMENSION OF EITHER 36" (2ND STUDS), 36" (2ND STUDS) OR TO THE OUTSIDE OF MASONRY. CONTRACTOR SHALL VERIFY ALL MECHANICAL AND ELECTRICAL REQUIREMENTS AND CLEARANCES. CONTRACTOR SHALL VERIFY ALL FLOOR AND ROOF BEARING LOCATIONS. CONTRACTOR SHALL VERIFY ALL BEAM AND HEADER SIZES FOR CODE COMPLIANCE.

NO.	REVISION	DATE
1	RELEASED FOR REVIEW & PRICING ONLY	Jan. 14, 2019

Project Name and Address
PROJECT # 339
New Single Family Home
Address
Tillsonburg, ON.
Oxford County

Drawn For:
Erica Patenaude
90 Denrich Avenue
Tillsonburg, ON.
Cell: 519-318-6311

Date January 25, 2019
Scale AS SHOWN
Sheet Title Site Plan
Sheet



SITE DRAWING
SCALE: 1" = 15'-0"

NOTE: REFERENCE GRADING PLAN (By Others) FOR
ADDITIONAL INFORMATION.



Site Map
SCALE: Reference

Plate 3: Applicant's Sketch
File No: ZN 7-19-02: Erica Patenaude
Block A, Plan M60, Block 47, Plan 41M-241, 74 Sanders Street, Town of Tillsonburg



FILE NO: _____

DATE RECEIVED: _____



TOWN OF TILLSONBURG
APPLICATION FOR ZONE CHANGE

1. Registered Owner(s):

Name: Erica Patenaude Phone: Residence: (cell) 519-318-6311
 Address: 90 Denrich Ave. Business: _____
 Fax: _____
 Postal Code: N4G 4X7 E-mail: erica.patenaude@hotmail.com

Applicant (if other than registered owner):

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

Solicitor or Agent (if any):

Name: _____ Phone: Business: _____
 Address: _____ Fax: _____
 Postal Code: _____ E-mail: _____

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

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

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

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

Municipality Tillsonburg former municipality _____
 Concession No. _____ Lot(s) _____
 Registered Plan No. 41M-241 Lot(s) Block 47
 Reference Plan No. M60 Part(s) Block A
 The proposed lot is located on the Southwest corner side of Denrich Street, lying between
Sanders Cres. Street and _____ Street.
 Street and/or Civic Address (911#): 74 Sanders Cres.

b) Official Plan Designation:

Existing: 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

c) Zoning: Present: R1 + R1(A)
 Proposed: R1A - to permit exterior side yard of 6m

d) Uses: Present: Vacant
 Proposed: (Include description) Single detached dwelling.

3. Buildings/Structures:

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

Existing/Proposed

Use:

Date Constructed (if known):

Floor Area:

Setbacks:

Front lot line

Side lot lines

Rear lot line

☒ None Existing
 Building 1

☐ None Proposed
 Building 2

Dwelling

2134 sq ft.

See sketch

See sketch

See sketch.

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

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

Lot Depth

Lot Area

Lot Coverage

Front Yard

Rear Yard

Interior Side Yard

↑
See

Sketch

↓

Exterior Side Yard (corner lot)

Landscaped Open Space (%)

No. of Parking Spaces

No. of Loading Spaces

Building Height

Width of Planting Strip

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 type="checkbox"/> Swales <input 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:

Residential

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 _____

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

2018

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

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

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

Date _____ Signature of Owner(s) _____ Signature of Owner(s) _____

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

I/We Erica Patenaude of the Town
of Tillsonburg 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 7th day of February 2019.

Tracy Carpani
A Commissioner for Taking Affidavits

Erica Patenaude
Owner(s)/Applicant

Owner(s)/Applicant
TRACY CARPANI, a Commissioner, etc.,
Province of Ontario, for the Corporation
of the Town of Tillsonburg
Expires: **June 12, 2021**

Notes:

- Applications will not be considered complete until all requested information has been supplied.
- It is required that **one original** of this application (including the sketch/site plan) be filed, accompanied by the applicable fee of **\$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.

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JAMES A. RONSON
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DRAWN BY




JAR
RESIDENTIAL PLANS
VIRTUAL CONSTRUCTION

JAMES A. RONSON
BCIN: 35220

Denton Ave
TILLSONBURG ON.
226-289-3277

JarHomePlans@outlook.com

2018.4.8



SECTION
LETTER
A
PAGE
NUMBERS
1/1

ALTHOUGH EVERY EFFORT HAS BEEN MADE IN PREPARING THESE PLANS AND CHECKING THEM FOR ACCURACY, THE CONTRACTOR MUST CHECK ALL DETAILS AND DIMENSIONS AND BE RESPONSIBLE FOR THE SAME FOR ALL GOVERNING CODES AND BUILDING PRACTICES. THESE DRAWINGS CONFORM TO GENERALLY ACCEPTED BUILDING PRACTICES. THE DESIGNER, JAMES A. RONSON, SHALL NOT BE HELD LIABLE FOR ANY ERRORS. ALL CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE LOCAL CODES. DO NOT SCALE DRAWINGS, USE ONLY THE PRINTED DIMENSIONS. VERIFY WITH THE WINDOW MANUFACTURER ALL WINDOW SIZES AND APPLICABLE EGRESS REQUIREMENTS. ALL DIMENSIONS ARE TAKEN FROM TO ROUGH STUDS OF A DIMENSION OF EITHER 36" (2ND STUDS), 36" (2ND STUDS) OR TO THE OUTSIDE OF MASONRY. CONTRACTOR SHALL VERIFY ALL MECHANICAL AND ELECTRICAL REQUIREMENTS AND CLEARANCES. CONTRACTOR SHALL VERIFY ALL FLOOR AND ROOF BEARING LOCATIONS. CONTRACTOR SHALL VERIFY ALL BEAM AND HEADER SIZES FOR CODE COMPLIANCE.

NO.	REVISION	DATE
1	RELEASED FOR REVIEW & PRICING ONLY	Jan. 14, 2019

Project Name and Address
PROJECT # 339
New Single Family Home
Address
Tillsonburg, ON.
Oxford County

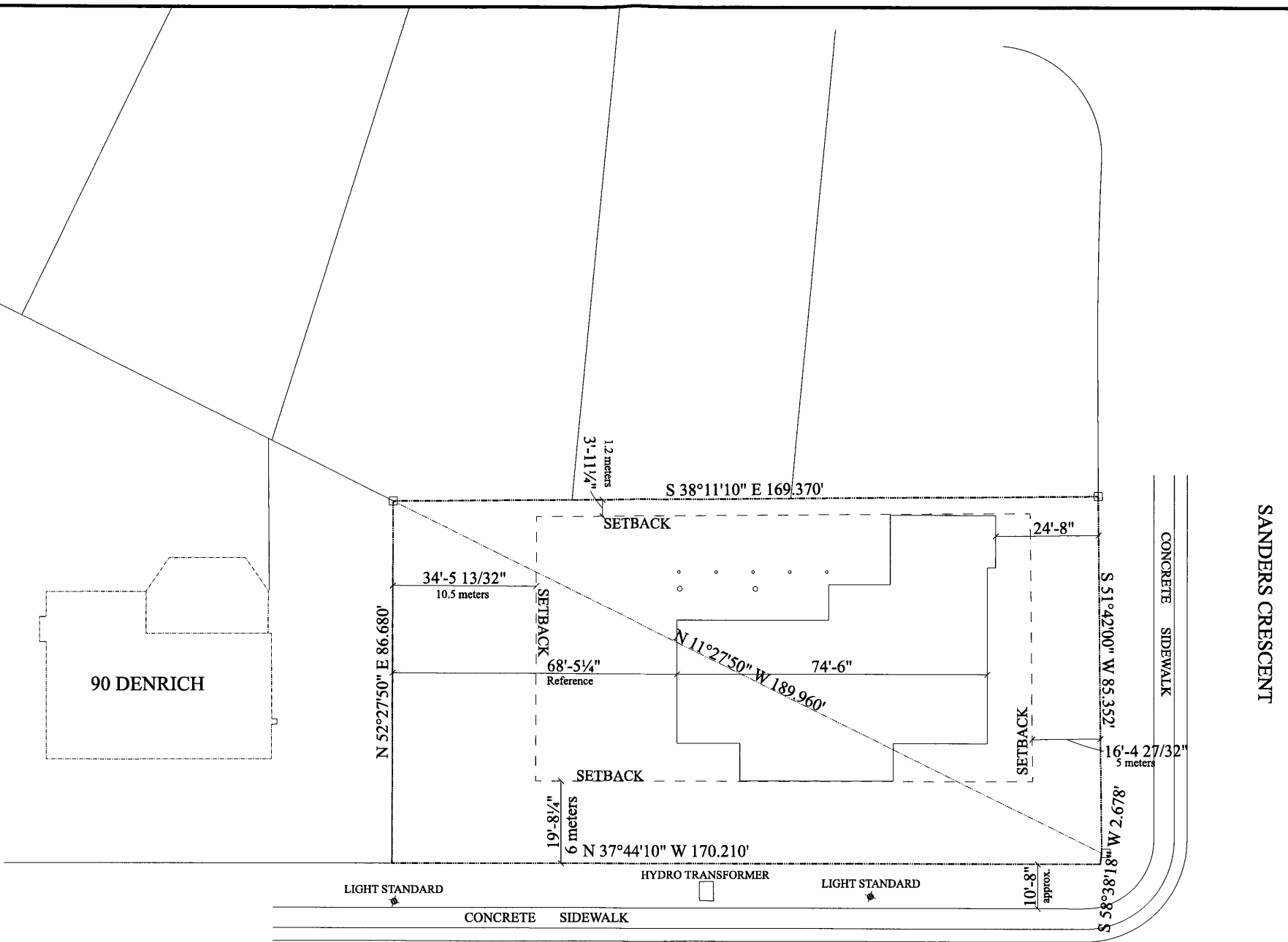
Drawn For:
Erica Patenaude
90 Denrich Avenue
Tillsonburg, ON.
Cell: 519-318-6311

Date January 25, 2019
Scale AS SHOWN

Sheet Title
Site Plan

Sheet

2/8



SITE DRAWING
SCALE: 1" = 15'-0"

NOTE: REFERENCE GRADING PLAN (By Others) FOR ADDITIONAL INFORMATION.



Site Map
SCALE: Reference



Public Works

21 Reeve Street
PO Box 1614
Woodstock ON N4S 7Y3
Tel 519-539-9800 | Fax 519-421-4711

MEMO

DATE: Wednesday, February 13, 2019

FROM: David Simpson, Director of Public Works

TO: Oxford County Striking Committee

CC: Cassandra Banting, Coordinator of Source Protection Program
Deborah Goudreau, Manager of Water and Wastewater Services
Peter Crockett, CAO
Chloe Senior, Clerk

RE: Lake Erie Region Source Protection Committee Municipal Member Nomination

Howard Cornell was appointed in 2007 as a municipal member of the Lake Erie Region Source Protection Committee (Committee) to represent *Oxford County, the Township of East Zorra-Tavistock, the Township of Blandford-Blenheim, the Township of Norwich, the City of Woodstock, the Township of Southwest Oxford, the Town of Tillsonburg, Perth County, the Municipality of North Perth and the Township of Perth East*, all of which have jurisdiction within the Lake Erie Source Protection Region. This Committee oversees work in 3 watersheds in Oxford County: Catfish Creek, Grand River and Long Point Region. During the initial selection for the Committee member representation, Oxford County and its Area Municipalities, along with Perth County were asked to put forward names from interested members of Council or members of the public.

Based on this interest at the time, Oxford County Council (the municipal drinking water system purveyor) voted on the candidate selection and nominated Howard Cornell as a single representative. The candidate selection was also supported and endorsed by Perth County Council.

In May 2018, Howard Cornwell indicated his intent to resign from the Committee resulting in the vacancy of a municipal member representative on the Committee. Accordingly, it is recommended that Oxford County confer with Perth County, and the respective area municipalities and pass Council resolutions naming a jointly selected Committee member representative replacement.



With approvals of the Grand River, Catfish Creek and Long Point Source Protection Plans (Plans), the role of the Committee has shifted from initial plan development into a monitoring phase. The Committee is now primarily focused on monitoring Plan implementation efforts, preparation of annual reports for the Source Protection Regions, and preparing amendments to the Plans and Assessment Reports. As such, many municipalities are recommending internal technical staff, such as Risk Management Officials, for member appointment to the Source Protection Committees. The Risk Management Officials have undertaken a significant role in the Plans' policy development, including the long term vision and responsibilities pertaining to their implementation and monitoring.

Accordingly, staff are recommending that Oxford County's Coordinator of Source Protection (Risk Management Official and Inspector) be nominated as the municipal representative for the Committee to fill the vacancy left by the previous member resignation. In this regard, **staff are seeking endorsement by the Oxford County Striking Committee to nominate Oxford County's Coordinator of Source Protection for appointment to the Lake Erie Source Protection Committee.**

Discussions with Perth County have indicated that they will support an Oxford County staff member nomination to the Committee and will pass the necessary resolution from Perth County Council. In addition, Oxford County has also recently notified the Area Municipality CAO's to determine if they have any interest in the selection of the Committee member replacement.

It is the preference of the Committee that all respective Councils with jurisdiction in the Lake Erie Source Protection Region (refer to first paragraph) pass resolutions to support the nomination by March 14, 2019. The decision to name the Committee representative replacement should be sent to the Lake Erie Source Protection Region to ensure the new municipal member representative can be appointed in time for the April 4, 2019 Lake Erie Region Source Protection Committee meeting. Failing that timing, the Committee may postpone the appointment until their June 20, 2019 meeting.

**CHLOÉ J. SENIOR, CLERK**

21 Reeve Street, PO Box 1614
 Woodstock, ON N4S 7Y3
 519.539.9800, ext. 3001 | 1.800.755.0394
oxfordcounty.ca

March 1, 2019

Martin Keller
 Source Protection Program Manager
 Lake Erie Source Protection Region
 c/O Grand River Conservation Authority
 400 Clyde Road, Box 729
 Cambridge, ON N1R 5W6

MKELLER@GRANDRIVER.CA

Please be advised that Oxford County Council, at its meeting held on February 27, 2019, adopted the following recommendations contained in Report No. WDN (CS) 2019-02:

“...that the Coordinator of Source Protection (Risk Management Official and Inspector) for the County of Oxford be nominated for appointment to the Lake Erie Region Source Protection Committee;

and further, that a supporting resolution be sought from each of the respective Oxford County Area Municipalities within the Lake Erie Region Source Protection area of jurisdiction along with Perth County, the Municipality of North Perth and the Township of Perth East”.

Sincerely,

Chloé J. Senior
 Clerk

cc: P. Crockett, CAO, County of Oxford
 D. Goudreau, Manager of Water Services
 G. Hough, Director of Community Planning
 D. Simpson, Director of Public Works
 Clerk, Perth County
 Clerk, Municipality of North Perth
 Clerk, Township of Perth East
 Clerk, Township of Blandford-Blenheim
 Clerk, Township of East Zorra-Tavistock
 Clerk, Township of Norwich
 Clerk, Township of South-West Oxford
 Clerk, Town of Tillsonburg
 Clerk, City of Woodstock



Ministry of Citizenship
and Immigration
Ontario Honours and Awards Secretariat

Ontario Senior of the Year Award

Deadline: April 30

Purpose

The Ontario Senior of the Year Award gives each municipality in Ontario the opportunity to honour one outstanding local Ontarian who after the age of 65 has enriched the social, cultural or civic life of his or her community.

Who is eligible?

Your nominee must be:

- At least 65 years of age.
- A resident of Ontario.
- A living person who has made their community a better place to live.
- Nominated by a municipality in Ontario.

Nominations will not be accepted if: They are self-nominated; for elected federal, provincial, municipal representatives while in office; or for political appointees if the achievements for which they are being nominated are related to their current appointment.

Seniors who qualify for this award may have contributed in many different fields, such as the arts, literature, community service, voluntarism, education, fitness and sport, or humanitarian activities.

How are the recipients selected?

The certificates are presented to the recipients by their municipality at a local event during the month of June – Seniors' Month.

How do I make a nomination?


Each nomination must include the following:

- ☐ A completed and signed nomination form.

Note

The deadline for nominations is **April 30** of each year and the nominee must be eligible as of that date. If this date falls on a weekend or holiday, nominations will be accepted the next business day. Eligible nominations received after the deadline will be considered in the following year.

In order to be able to submit electronically, you must save the submission package to your computer or other personal storage device **first**.

	Report Title	UPDATE –CAO Performance Appraisal
	Report No.	MYR 19-05
	Author	Mayor Molnar (Review Committee)
	Meeting Type	COUNCIL MEETING
	Council Date	MARCH 25, 2019
	Attachments	

RECOMMENDATION

THAT Council receives Report MYR 19-05;

AND THAT Council endorses the recommendations for the identified Goals and Objectives and recommended Remuneration;

AND THAT the work of the Review Committee be considered complete and that the Committee be disbanded.

EXECUTIVE SUMMARY

The purpose of this report is to provide updated information regarding the CAO Performance Evaluation Process as approved by Council.

As directed by Council Resolution (Report MYR 19-01) of January 24, 2019, a CAO Performance Review Committee was established. Composition of this Committee included Mayor Molnar, Councillor Esseltine and Councillor Rosehart.

The Committee has met on numerous occasions and in consultation with all members of Council have collectively prepared this report and its' accompanying recommendation for review and consideration.

BACKGROUND

The recommended process, as agreed to by the Committee, is as follows;

- Review the Objectives (and themes) as communicated by the CAO in 2018.
- Review the performance of the CAO in 2018 in relation to Council direction and CAO initiatives.
- In conjunction with the CAO and with input from Council members, the Committee will develop Goals and Objectives for 2019.

- Establish the measurement criteria for the defined Goals and Objectives for 2018.
- The Committee has tabulated the results of the responses from individual Council members and prepared a supplemental report highlighting the following;
 - Summary sheet illustrating a tabulated summary of Council input.
 - Identification of Committee consensus on Council directed 2019 Goals and Objectives for the CAO.
- In consideration of all the information collected and reviewed, the Committee is pleased to recommend to Council the following;
 - Recommendation to Council regarding the 2019 Goals and Objectives;
 - Recommendation(s) for CAO compensation on a yearly basis.

FINANCIAL IMPACT/FUNDING SOURCE

Any financial impact from the direction of Council has been considered and included in the 2019 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


COUNCIL DIRECTION

Supplemental to the earlier input from individual Council members, the Committee has met to review and tabulate the information. The material in this report, and the subsequent recommendations, is an attempt for the Committee to present a substantive report representative of the consensus of individual Council input.

Subsequent to any adoption by Council, the entire report will be introduced to the CAO's employee file and all recommendations adopted shall be implemented.



CAO

	Report Title	Committees of Council Additional Appointments
	Report No.	CLK 19-08
	Author	Amelia Jaggard, Legislative Services Coordinator
	Meeting Type	Council Meeting
	Council Date	March 25, 2019
	Attachments	By-Law 4281 Schedule A

RECOMMENDATION

THAT Council receives Report CLK 19-08 Committees of Council Additional Appointments;

AND THAT By-Law 4281 to amend Schedule A of By-Law 4247, be brought forward for Council consideration.

BACKGROUND

Council will recall that at the January 14, 2019 Council meeting Council passed By-Law 4247, to define the mandate and membership for committees established by the Corporation of the Town of Tillsonburg. At that meeting it was identified that more applications were required to fill vacancies on the Accessibility Advisory Committee, the Cultural, Heritage and Special Awards Advisory Committee, the Museum Advisory Committee and the Tillsonburg Transit Advisory Committee.

During the months of January, February and March of 2019 an ad went in the Tillsonburg Update section of the Tillsonburg News regarding applications to the above noted committees of Council, including the Recreation and Sports Advisory Committee, which have vacancies. The notice was also posted on the Town website.

At the February 28, 2019 Council meeting Council passed By-Law 4276 to amend Schedule A of By-Law 4247.

DISCUSSION

The Clerk's Office received notice from Ashton Nembhard and Craig Cole that they did not wish to accept their appointments to the Recreation and Sports Advisory Committee. Neither individuals attended a meeting of the Recreation and Sports Advisory Committee. Their names have been removed from By-Law 4247 Schedule A.

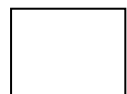
The attached By-Law 4281 Schedule A includes the recommended additional appointments. These recommendations and a by-law to appoint the members will be brought before Council for consideration.

FINANCIAL IMPACT/FUNDING SOURCE

N/A

COMMUNITY STRATEGIC PLAN (CSP) IMPACT

Section 1 – Excellence in Local Government – providing for citizen engagement for municipal initiatives.



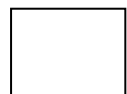
Report Approval Details


Document Title:	CLK 19-08 Committees of Council Additional Appointments.docx
Attachments:	- By-Law 4281.docx - By-Law 4281 Schedule A.docx
Final Approval Date:	Mar 15, 2019

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



David Calder - Mar 15, 2019 - 2:06 PM



	Report Title	Appointments to the Property Standards Committee
	Report No.	CLK 19-09
	Author	Amelia Jaggard, Legislative Services Coordinator
	Meeting Type	Council Meeting
	Council Date	March 25, 2019
	Attachments	

RECOMMENDATION

THAT Council receives Report CLK 19-09 Appointments to the Property Standards Committee;

AND THAT By-Law 4282 to establish and appoint members to the Property Standards Committee by The Corporation of The Town of Tillsonburg, be brought forward for Council consideration.

BACKGROUND

Section 7 of By-Law 3638, for prescribing standards for the maintenance and occupancy of property within the Town of Tillsonburg, provides for the establishment of a Property Standards Committee.

The Property Standards Committee is established in accordance with Section 15.6(1) of the Building Code Act, S.O. 1992, c.23. The role of the Property Standards Committee is to hear appeals from property owners who have had a Property Standards Order issued to them in regards to violations pertaining to the Town of Tillsonburg Property Standards By-Law 3638. When an appeal is filed, the Committee will hear the appeal and has the authority to confirm, rescind, extend and modify the terms of an Order.

In 2015 Council passed By-Law 3959 to appoint members to the Property Standards Committee for a three year term that expired on December 31, 2018. Doug Shwaluk and Paul Gyozo put forth their names for reappointment.

In March of 2019 an ad went in the Tillsonburg Update section of the Tillsonburg News regarding applications to the Property Standards Committee. The notice was also posted on the Town website.

DISCUSSION

Staff recommend that Council appoint Doug Shwaluk, Paul Gyozo and David Keast to the Property Standards Committee for a three year term.

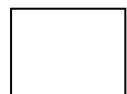
This recommendation and a by-law to appoint the members will be brought before Council for consideration.

FINANCIAL IMPACT/FUNDING SOURCE

N/A

COMMUNITY STRATEGIC PLAN (CSP) IMPACT

Section 1 – Excellence in Local Government – providing for citizen engagement for municipal initiatives.



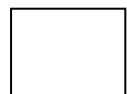
Report Approval Details

Document Title:	CLK 19-09 Appointments to the Property Standards Committee.docx
Attachments:	- By-Law 4282.docx
Final Approval Date:	Mar 18, 2019

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



David Calder - Mar 18, 2019 - 12:24 PM



THE CORPORATION OF THE TOWN OF TILLSONBURG

BY-LAW 4282

A BY-LAW To establish and appoint members to the Property Standards Committee by The Corporation of The Town of Tillsonburg.

WHEREAS the Property Standards Committee is established in accordance with Section 15.6(1) of the Building Code Act, S.O. 1992, c.23;

AND WHEREAS The Town of Tillsonburg is desirous of establishing and appointing members to the Property Standards Committee in accordance with Section 7 of By-Law 3638, for Prescribing Standards for the Maintenance and Occupancy of Property within the Town of Tillsonburg.

NOW THEREFORE BE IT RESOLVED THAT the Council of The Corporation of the Town of Tillsonburg enacts as follows:


1. THAT the Property Standards Committee is hereby established;
2. THAT Doug Shwaluk, Paul Gyozo and David Keast, named herein, shall form the Town of Tillsonburg Property Standards Committee for a three year term. Such term shall expire on December 31, 2021 or until such time as the committee members have been appointed for the next term;
3. THAT all members appointed hereby shall hold office at the pleasure of Council, and the provisions of The Municipal Conflict of Interest Act, RSO. 1990, shall apply;
4. THAT this committee shall adhere to the policies contained in the Town of Tillsonburg Policy for Boards and Committees;
5. THAT By-Law 3959 is hereby repealed;
6. THAT this by-law comes into full force and effect upon the day of passing.

READ A FIRST AND SECOND TIME THIS 25th day of MARCH, 2019.

READ A THIRD AND FINAL TIME AND PASSED THIS 25th day of MARCH, 2019.

MAYOR – Stephen Molnar

TOWN CLERK – Donna Wilson

	Report Title	2018 Remuneration and Expenses
	Report No.	FIN 19-06
	Author	Sheena Pawliwec, CPA, CGA
	Meeting Type	Council Meeting
	Council Date	MARCH 25, 2019
	Attachments	2018 Remuneration and Expenses

RECOMMENDATION

THAT FIN19-06 2018 Remuneration and Expenses be received as information.

EXECUTIVE SUMMARY

Section 284 of the Municipal Act, 2001, S.O. 2001, requires that the Treasurer of a municipality shall, on or before March 31 of each year, provide to the Council of the municipality an itemized statement of the remuneration and expenses paid in the previous year to:

- Each member of Council in respect of his or her services as a member of the Council or any other body, including a local board, to which the member has been appointed by Council or on which the member holds office by virtue of being a member of Council;
- Each member of Council in respect of his or her services as an officer or employee of the municipality or other body; and
- Each person, other than a member of Council, appointed by the municipality to serve as a member of any body, including a local board, in respect of his or her services as a member of the body.

Although there are other members of the Police Services Board, since they are Provincial appointees, their remuneration and expenses are not reported under the Municipal Act.

FINANCIAL IMPACT/FUNDING SOURCE

The attached document summarizes the remuneration, conference, seminar and expenses paid to Councillors for 2018 of \$144,623.12 (2017 - \$159,419.82).

Report Approval Details

Document Title:	FIN 19-06 2018 Remuneration and Expenses.docx
Attachments:	- FIN 19-06 2018 Council Board Remuneration.pdf
Final Approval Date:	Mar 19, 2019


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

Dave Rushton - Mar 19, 2019 - 9:34 AM

REMUNERATION & EXPENSE REPORT ANALYSIS**For the Year Ended December 31, 2018**

	REMUNERATION	MEETING PER DIEM	POLICE SERVICES BOARD	HYDRO BOARD	EXPENSES PAID	TOTAL
	*					
Mayor Molnar	\$33,669.71	\$260.00	\$3,715.29		\$10,183.78	\$47,828.78
Deputy Mayor Beres	\$14,222.59	\$750.00		\$7,264.36	\$5,858.01	\$28,094.96
Councillor Esseltine	\$12,948.46	\$130.00			\$90.65	\$13,169.11
Councillor Rosehart	\$12,948.46	\$390.00	\$4,053.04		\$1,306.32	\$18,697.82
Councillor Adams	\$11,926.71					\$11,926.71
Councillor Hayes	\$11,926.71				\$107.35	\$12,034.06
Councillor Stephenson	\$7,771.31				\$2,035.12	\$9,806.43
Councillor Gilvesy	\$1,021.75					\$1,021.75
Councillor Luciani	\$1,021.75					\$1,021.75
Councillor Parker	\$1,021.75					\$1,021.75
	\$108,479.20	\$1,530.00	\$7,768.33	\$7,264.36	\$19,581.23	\$144,623.12

* Authorized under By-Law # 3932

	Report Title	Plotter Replacements
	Report No.	FIN 19-07
	Author	Dave Rushton, CPA, CMA
	Meeting Type	Council Meeting
	Council Date	March 25, 2019
	Attachments	

RECOMMENDATION

THAT FIN19-07 Plotter Replacements be received as information,

And That two plotter/scanners be purchased by the IT department to replace failing units not included in the 2019 Budget,

And Further that the funding for these units comes from the IT Reserve and the Asset Management Reserve (\$11,072) using unutilized funds from the purchase of survey equipment.

EXECUTIVE SUMMARY

After the finalization of the budget a failure of one of our plotters that prints large format documents and drawings for Hydro Operations and Building has failed and needs replacing. A review of another plotter purchased used from Siemens in 2017 also needs replacement soon.

It is recommended that both units be replaced at this time.

BACKGROUND

The plotter and scanner in the Customer Service Centre used by the Hydro Operations Department and the Building Department is ten years old with an expected life of 7 years. With changes to the Building Department's software they will be able to scan all drawings that are submitted with permits. Hydro Operations require a unit that has a monitor attached to allow for reviewing prints before printing. The best unit that fills the need of the Hydro Operation and Building Department has been determined to be a Cannon TM305MFP-T36 at a cost of \$11,072 including net taxes. The unit for the Engineering Department is an HP Designjet T2530ps (2 roll) Plotter Scanner for \$10,613.15 net of taxes and after a \$2000 rebate. This unit can also be used by the Communications team for production of posters and banners.

The plotter in the Engineering Department was purchased used from Siemens in 2017 and does not have a scanner. The unit has required frequent servicing and is using excess paper. The Engineering Department would also like to save the Town's collections of designs and drawings of our infrastructure electronically and needs the scanner.

Consultation has taken place with staff from the four impacted departments to determine their needs and with two vendors to acquire the best competitive price.

FINANCIAL IMPACT/FUNDING SOURCE

The unit for Engineering will be financed from funds approved in the 2019 Budget and not utilized for the purchase of survey equipment. These funds stay in the Asset Management Fund to be used for other capital purchases. The other unit for Hydro Operations and Building is funded from the IT Reserve which is funded through the recovery of the equipment costs with monthly charges to the operating budgets of the departments using the equipment.

These two units will be added to the IT charge assessed to each department to recover the monies need to replace these units in seven years. There will be no change to the Town's taxation requirements approved in the 2019 budget as both items are being purchased from Reserves.

COMMUNITY STRATEGIC PLAN (CSP) IMPACT**1. Excellence in Local Government**

- ☒ Demonstrate accountability



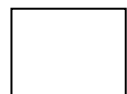
Report Approval Details


Document Title:	Plotter Replacements.docx
Attachments:	
Final Approval Date:	Mar 20, 2019

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



David Calder - Mar 20, 2019 - 8:52 AM



	Report Title	Results for RFP 2019-002 Survey Equipment
	Report No.	OPS 19-06
	Author	Shayne Reitsma, Manager of Engineering
	Meeting Type	Council Meeting
	Council Date	March 25, 2019
	Attachments	• None

RECOMMENDATION

THAT Council receive Report OPS 19-06 Results for RFP 2019-002 Survey Equipment;

AND THAT Council award RFP 2019-002 to Cansel of Richmond Hill, ON at a cost of \$36,012.87 (net HST included), the highest scoring proposal received.

SUMMARY

In accordance with the 2019 Operations Business Plan a Request for Proposal (RFP) was issued to acquire the necessary equipment to conduct topographical surveys for detailed road reconstructions and other various municipal designs as needed. The survey equipment will also provide an enhanced level of records management for Town assets within the road corridor.

The RFP was advertised on the Tillsonburg website, the Tillsonburg News, Ebid Solutions and on Biddingo with a total of three (3) proposals received on March 4th 2019. Town staff reviewed and scored the proposals based on the scoring matrix that was included in the RFP. The scoring matrix is as follows:

Corporate Qualifications and Experience	20 pts
Proposed Solution	25 pts
Maintenance Training and Support	20 pts
Schedule and Work Plan	10 pts
Proposed Fee (firm for 60 days)	<u>25 pts</u>
Total Score 100 pts	

The proposed fees of all qualified proposals received ranged from \$57,026.25 to \$92,342.12 however some bidders provided various discounts that reduced the total price range to \$36,012.87 to \$75,654.13 (net HST included). The scoring results from the Evaluation Committee are summarized in the table below:

<u>Proponent</u>	<u>Total Score</u>
1. Cansel	91
2. Leica Geosystems	83
3. GeoShack	74

Cansel was the highest scoring proposal submitted, provides the lowest price bid and have strong background and experience relative to the entire scope of work for this assignment. In addition Cansel provided the shortest delivery time which will allow this equipment to be in place prior to the 2019 construction season. Therefore, it is staff's recommendation that Cansel be retained for this equipment.

CONSULTATION/COMMUNICATION

The Evaluation Committee comprised of the Manager of Engineering, Senior Operations Technologist and Operations Technologist assembled to evaluate received proposals.

FINANCIAL IMPACT/FUNDING SOURCE

The recommended proponent's fee of \$36,012.87 (net HST included) to complete the scope of work for this assignment is within the 2019 approved Capital Budget of \$50,000 from Taxation.

COMMUNITY STRATEGIC PLAN

This project supports Objective 2 – Economic Sustainability of the Community Strategic Plan by ensuring good stewardship through proper asset management and well-planned, well-built and well-maintained infrastructure.

Report Approval Details

Document Title:	OPS 19-06 Results for RFP 2019-002 Survey Equipment.docx
Attachments:	
Final Approval Date:	Mar 20, 2019

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


Dave Rushton - Mar 19, 2019 - 9:35 AM



David Calder - Mar 19, 2019 - 11:52 AM

No Signature - Task assigned to Donna Wilson was completed by assistant Lana White

Donna Wilson - Mar 20, 2019 - 11:18 AM

	Report Title	Cogeneration Turbines Factory Protection Plan
	Report No.	RCP 19-13
	Author	Rick Cox, Director of Recreation, Culture & Parks
	Meeting Type	Council Meeting
	Council Date	March 25, 2019
	Attachments	<ul style="list-style-type: none"> • Service Contract Review • WHESC Factory Protection Plans

RECOMMENDATION

THAT Council receives Report RCP 19-12 – Cogeneration Turbines Factory Protection Plan;

AND THAT Council authorizes the Mayor and Clerk to sign the Factory Protection Plan with Whitby Hydro Energy Services Corporation at Level C for 9 years at an annual cost of \$39,976 plus applicable taxes.

EXECUTIVE SUMMARY

The turbines at the Tillsonburg Community Centre (TCC) installed in 2018 as part of the cogeneration project require a program of ongoing preventative maintenance to ensure proper operation. The manufacturer provides four levels for entering into Factory Protection Plan (FPP) so that there is a more predictable cost profile over the functional life of the turbines. Staff has reviewed the levels and recommends that the Town enter into a 9-year/79,999 hour FPP for parts, and send Town staff for the required training so that the Town can perform the preventative maintenance in-house.

BACKGROUND

The Capstone generators at the TCC are reaching the end of their factory warranty period. Entering a maintenance agreement before the end of March when the warranty period expires will avoid a 25% increase in the cost of the agreement.

Implementing a preventative maintenance program for the Capstone Turbines at the TCC will ensure that the cogeneration plant continues to operate in the way it was designed to, and will meet or exceed the projected lifespan of the equipment. Capstone offers an FPP program to help turbine owners plan for the cost of this work. There are four levels within the FPP program. The authorized vendor for Ontario, Whitby Hydro Energy Services Corporation (WHESC), has provided pricing information and recommends the Town choose Level C. These prices are the total annual cost for all three turbines.

- A. Five year/39,999 hour parts only (\$22,967/yr quoted price)
- B. Five year/39,999 hour parts and labour (\$35,000/yr estimated cost)
- C. Nine year/79,999 hour parts only (\$39,976/yr quoted price)
- D. Nine year/79,999 hour parts and labour (\$58,000/yr estimated cost)

The reason for providing both a five-year/39,999 hour plan and a nine-year/79,999 hour plan is that Capstone recommends that the turbines are scheduled for a rebuild at 40,000 hours of use.

The cost of the parts included in the FPP considerably exceeds the \$359,784 total cost of the Plan over the nine-year term.

If the turbines are running 24/7, 40,000 hours of use will be reached shortly before the five-year mark. Although many Capstone turbines are operating well past 40,000 hours without requiring a rebuild, it is best to plan to meet that timeline. Selecting Level C gives the Town the option of having the parts but delaying the rebuild until it is actually required, and deploying labour dollars internally rather than at a premium contracted rate.

A review of the FPP program by the project consultants arrived at a recommendation that the Town's best interest would be served by having staff trained to do the work, rather than including the labour into the FPP or having the work done by the company that installed them. Capstone provides the training program at their facility and annual online recertification. With Town staff trained to determine the actual need, the replacement parts would be received as per the factory schedule, but they would be stockpiled until actually needed. As a result, there is a good chance that the parts secured under the FPP would cover the local need well beyond the end of the FPP.

The consultant's evaluation indicated that the Town could choose not to use an FPP, which might secure a lower annual cost at a higher risk, as long as an annual allocation was placed in reserve for parts when needed. Alternatively, the Town could reduce the risk of a major in-year parts cost by selecting the FPP, but with a higher annual cost.

From the consultant's report:

- *An in-house maintenance arrangement for the CHP units should be implemented to ensure parts and services are available when needed.*
 - *An adequate maintenance fund (equal to the cost of a service arrangement or as determined) could be maintained to facilitate this arrangement.*
 - *Alternately, if the minor risk that system failure occurs is a major concern, a Capstone Factory Protection Plan can be selected to remove all risk with greater annual costs.*
- *Provide Capstone authorized service provider training to a plant operator.*

By securing a fixed annual cost for the parts needed for scheduled maintenance and any unscheduled breakdowns, the Town reduces the exposure it would have for parts costs and the normal annual inflationary price increases and fluctuations in exchange rates. Like any warranty program, the FPP initially costs more per year than it would likely cost for the actual need in that year. However, based on the current list price for parts, the total cost of the FPP is already considerably less than the sum of the cost of the scheduled parts need over the life of the FPP. In addition, the FPP price includes any non-scheduled parts required for unplanned breakdowns. Staff recommends that the Town choose the lower-risk option for the longest time frame available and enter a nine-year/79,999 hour FPP.

If Council would prefer not to enter into the FPP, staff strongly recommends that a minimum of \$50,000 per year be transferred annually into a maintenance reserve to cover the cost of parts when needed.

FINANCIAL IMPACT/FUNDING SOURCE

Built into the business case for the cost recovery analysis on the cogeneration project was an annual cost allocation for preventative and lifecycle replacement maintenance of \$20,000 per turbine or \$60,000 per year. Based on the initial install warranty period covering the first quarter of 2019, the approved 2019 budget includes \$45,000 for this purpose. By training our own team and deploying the warranty program, the Town is able to reduce the annualized budget requirement to \$50,000.

Over the life of the nine-year/79,999 hour FPP, the total cost for parts needed for scheduled and unplanned repair parts is guaranteed not to exceed the \$359,784 cost of the warranty (plus applicable taxes).

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 19-13 - Cogeneration Turbines Factory Protection Plan.docx
Attachments:	- RCP 19-13 - ATT 01 - Service Contract Assessment.pdf - RCP 19-13 - ATT 02 - FPP Plan C.pdf
Final Approval Date:	Mar 20, 2019

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

Dave Rushton - Mar 20, 2019 - 4:07 PM

No Signature - Task assigned to David Calder was completed by assistant Lana White

David Calder - Mar 20, 2019 - 4:11 PM

No Signature - Task assigned to Donna Wilson was completed by assistant Lana White

Donna Wilson - Mar 20, 2019 - 4:11 PM



TOWN OF TILLSONBURG

SERVICE CONTRACT ASSESSMENT

10 LISGAR AVENUE
TILLSONBURG, ONTARIO
N4G 5A5

VERSION 1.0

FEBRUARY 28TH, 2019

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REVISION LOG

REVISION DOCUMENTATION

Revision	Date	EO#	Description
VER: 1.0	28-February-2019		Issued to Client



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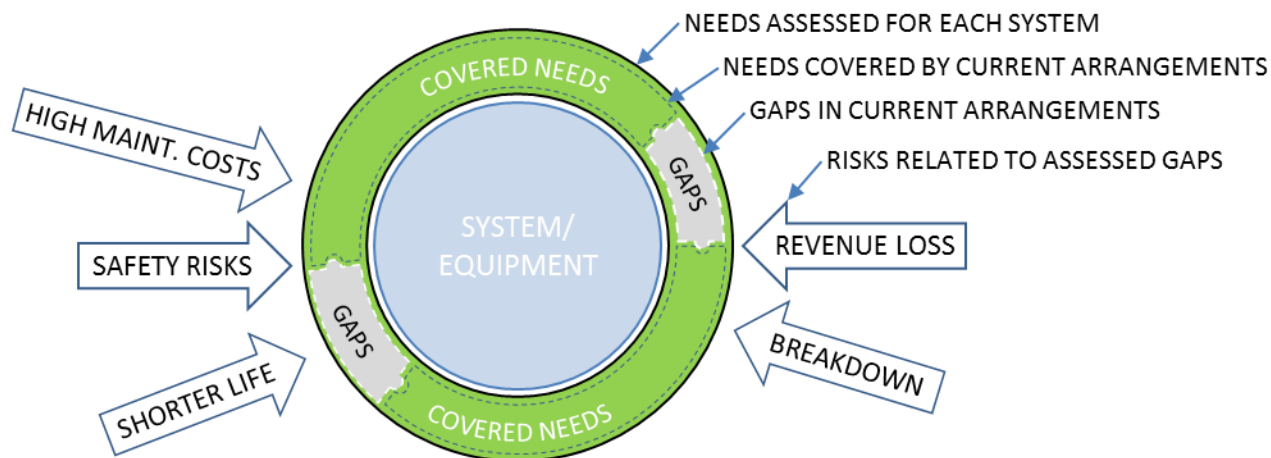
Appendix A: Site Equipment Template

Appendix B: Service Contract Price Inclusion Template

Appendix C: Evaluation Matrix template

1.0 Introduction

This report contains an assessment for needs and gaps in the service programs for the refrigeration and cogeneration systems recently installed at the Tillsonburg Community Center. The systems were assessed to determine essential requirements of service programs, gaps in existing service programs, and risks associated with not filling these requirements.



In addition to this, a skills assessment was carried out to ascertain how existing skills may be leveraged to fill operating and service requirements for these systems.

In conducting this assessment, it was found that:

- Existing plant operators can provide daily maintenance and operation of the cogeneration system, as the operation of this system is not regulated.
- The existing refrigeration system service contract is ill defined and due to end after the 2018-2019 season.
- The cogeneration system's Combined Heat and Power (CHP) units do not currently have a maintenance program.
- In-House maintenance of the CHP units is feasible and may be much more cost effective than offered protection plans.
- Plant personnel maintenance training and a facility parts acquisition plan may be considered for the CHP units in place of the Factory Protection Plans (FPPs) offered by Capstone (manufacturer).
- The cogeneration system's mechanical installation does not require a service contract but may be included with the refrigeration system service contract.
- The cogeneration system's automation system installer should be retained on a time and material basis to provide annual maintenance.

A comprehensive service framework has been provided in the report to provide steps for soliciting and obtaining service needs going forward. An evaluation matrix is provided to ensure that service offers are evaluated on more than cost.

2.0 In-House Skills Review

This section contains information available to I.B. Storey Inc. at this time and will be modified as required if more information is provided by the Town.

This section assesses facility staff skills and how they are applicable to the operation and maintenance of the newly installed refrigeration and combined heat and power systems. The assessment considers transferable skills and minor upgrades to skills that may allow for in-house maintenance. The following contains a review of in-house skills as provided to I.B.Storey.

Class B Refrigeration Operator

- Regulated by the Operating Engineers of Ontario Act.
- Certified for operation of mechanical, control, and instrumentation equipment in a refrigeration room.

Comments and Observations

- Skills available for the daily operation and maintenance of the refrigeration system can also be applied to the operation of other similar systems.
- Operation of the automation and CHP systems are not regulated, allowing existing skills to be transferred as is.
- Lack of existing in-house refrigeration mechanics makes carrying out preventative maintenance for the refrigeration system infeasible.
- Technical aptitude may be leveraged to provide maintenance for the other systems.

3.0 Gap Assessment

The gap assessment takes into account the essential services and skills needed to operate and maintain the systems installed at the Tillsonburg Community Center and the skills and services currently available for these systems. For each system, current arrangements are assessed to ascertain what needs are being met and what gaps exist. Needs which are not being met are known as gaps and are assessed for risks in the next section.

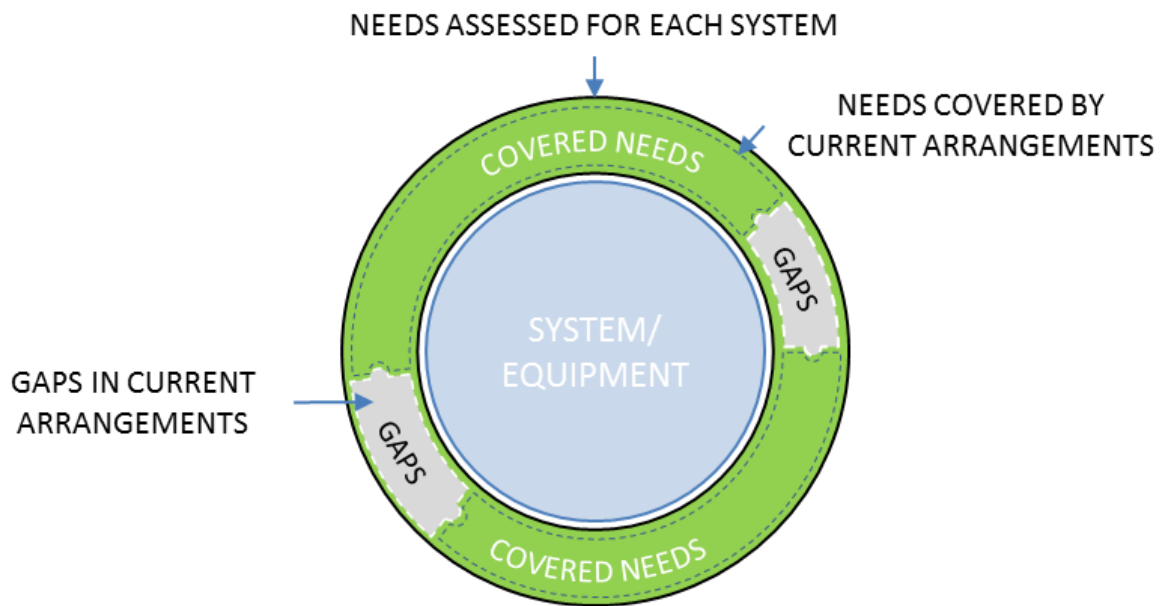


Figure 1: Needs and Gaps Assessment

3.1 Refrigeration System

Table 1 below includes an assessment of the current service provision for 2018-2019 by CIMCO Refrigeration, with gaps identified. Items which are broadly covered by the service provision but not properly defined in the service contract are noted in the table as well.

Table 1: Refrigeration System Assessment

Service & Skills Needs	Current Status	Gap	Possible Actions
3 rd Class Power Engineer/Class-B Refrigeration Operator – Chief.	Available	No	-
O/M Manuals.	Being prepared by refrigeration contractors	No	-
Maintenance Contract or In-House Maintenance Capability (CRM).	Cimco Service Contract for 2018-2019 Season	No	Solicit and obtain new service contract
Annual Compressor Maintenance.	Included in Existing Contract	No	Include in a new contract
Annual Safeties Testing and Tagging	Included in Existing Contract	No	
Annual Ammonia Leak Detection Calibration	Included in Existing Contract	No	
Refrigeration System Fluids Maintenance, Unit Prices and Inventory.	Only Glycol Testing is Included in Existing Contract	Yes	Add comprehensive maintenance to new contract
Plant Maintenance Inspections.	Four (4) Included in Existing Contract	No	Include in a new contract. Rates and structures for service provisions should be defined in contract.
Plant Maintenance Inspection Schedule.	Not Defined in Existing Contract	Yes	
Readily Accessible Parts and Materials Inventory	Not Defined in Existing Contract	Yes	
Parts and Materials Rate & Structure	Not Defined in Existing Contract	Yes	
Demand & Emergency Maintenance Structure	Not Defined in Existing Contract	Yes	
Demand & Emergency Labour Rate	Included in Existing Contract	No	
Maintenance Materials Disposal Rates & Structure	Not Included or Defined in Existing Contract	Yes	
Service Warranty	Not Included or Defined in Existing Contract	Yes	
Permits, Fees, and Licenses	Not Included or Defined in Existing Contract	Yes	

Observations and Comments

- Skills and personnel required for daily operation and maintenance are available.
- Existing service contract ends at the end of the 2018-2019 season.
- Major equipment preventative maintenance included in existing service contract.
- Lack of pre-defined schedules and structures in existing service contract.

3.2 Combined Heat and Power (CHP) Units (Co-Generation System)

There is currently no service agreement or capability at the Tillsonburg community centre for the combined heat and power generating units. Table 2 below contains services essential for the maintenance of the system, including a review of Capstone Factory Protection Plan (FPP) plan C contract provided by Whitby Hydro Energy Services Corp (WHESC).

Table 2: Combined Heat and Power Units Assessment

Service & Skills Needs	Current Status	Gap	FPP Offer - Plan C	Possible Actions
Operator for Daily Operation, Maintenance, and Troubleshooting	Plant Operators Fill This Role	No	-	-
O/M Manuals	Available	No	-	-
Capstone Authorized Service Provider for Maintenance Labour	No Existing Arrangements	Yes	Not Included	Obtain Capstone Authorised Service Provider (ASP) training for a plant operator.
Preventative Maintenance Parts Acquisition or inventory	No Existing Arrangements	Yes	Included	Maintain reserve funds as appropriate to acquire parts when needed.
Demand & Emergency Parts	No Existing Arrangements	Yes	Included	

Observations and Comments

- No maintenance program currently in place.
- Capstone Factory Protection Plan (FPP) contract proposed by WHESC provides parts for preventative and demand Maintenance but does not include labour.
- Plant operators may be trained as Authorised Service Providers to provide preventative and emergency maintenance services for the co-generation system.
- Three (3) installed generation units provide redundancy in the case of an emergency or in the event of regularly scheduled maintenance, allowing greater flexibility in service schedules.

3.3 Mechanical Heat Recovery Sub-System (Co-Generation System)

Table 3 below shows the essential skills and service requirements for the mechanical heat recovery system.

Table 3: Mechanical Heat Recovery System Assessment

Service & Skills Needs	Current Status	Gap	Possible Actions
Operator for Daily Operation, Maintenance, and Troubleshooting	Plant Operators Fill This Role	No	-
O/M Manuals	Being prepared by the mechanical contractor	No	-
Plumbing and Pumps Preventative Maintenance Labour Capability	Can Be Provided By Plant Operators	No	-
Preventative Maintenance Parts Acquisition & Inventory	No Existing Arrangements	Yes	Include in refrigeration contract
Plumbing and Pumps Preventative Maintenance plan	No Existing Arrangements	Yes	
Glycol Testing and Maintenance	No Existing Arrangements	Yes	
Heat Exchanger Maintenance	No Existing Arrangements	Yes	
Demand & Emergency Parts and Materials Acquisition or Inventory	No Existing Arrangements	Yes	

Observations and Comments

- No service program or contract is currently in place for this system.
- Due to the small size of the system and simplicity of its components, a separate service contract is not required for this system. It is recommended that the maintenance for this system be included in the next refrigeration service contract.
- Preventative maintenance of pumps and piping system can be carried out by plant operators.
- Preventative maintenance of heat exchangers is best carried out by experienced mechanics.

3.4 Automation Sub-System (Co-Generation System)

Table 4 below shows the essential skills and service requirements for servicing the newly installed automation system.

Table 4: Automation System Assessment

Service & Skills Needs	Current Status	Gap	Possible Actions
Operator for Daily Operation, Maintenance, and Troubleshooting	Plant Operators Fill This Role	No	-
O/M Manuals	Available	No	-
Maintenance Labour Capability	No Existing Arrangements	Yes	Hire installer on a time and material basis as needed.
Annual Alarm Log Analysis	No Existing Arrangements	Yes	Retain installer annually
Automation System Annual Functionality Tests and Firmware Updates	No Existing Arrangements	Yes	
Demand & Emergency Parts Inventory	No Existing Arrangements	Yes	

Observations and Comments

- No service program or contract is currently in place for this system.
- Components in this system are maintenance free or low maintenance; however, qualified personnel should be retained if repairing or replacing electrical components.

4.0 Risk Assessment

This section details the risks involved in having the gaps that have been outlined in Section 3 above. Risks involved in having these gaps may include major consequences like unforeseen costs and lost revenue due to equipment downtimes.

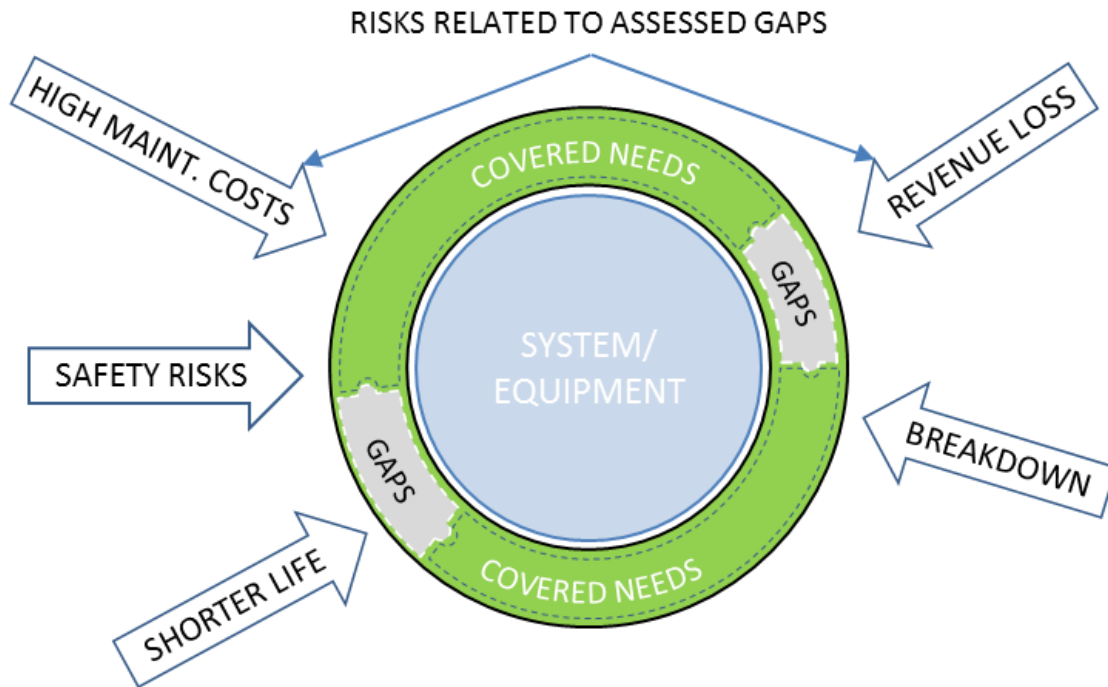


Figure 2: Risks Associated to Existing Gaps are Assessed

Gaps are analysed based on the risk they pose to each system and risk levels may differ for similar gaps between different systems. They are assessed for risk in the following three categories:

- **Life Safety:** this is the level of risk posed to the safety of facility personnel and users, as well as the surrounding community.
- **Operations & Revenue:** this is the level of risk posed to the operation of the facility and revenue.
- **Maintenance Cost:** this is the level of risk posed to the maintenance costs that will be incurred.

4.1 Refrigeration System Risk Assessment

The refrigeration system is currently covered by a service contract, helping ensure that major equipment maintenance is covered. However, it is noted that the existing refrigeration service contract is not comprehensive and is ill defined. This lack of definition leads to ambiguity and may become a liability to The Town in certain circumstances. In addition, this service contract only covers the refrigeration system for the 2018-2019 season. A new arrangement will need to be made, ensuring that all gaps noted are covered, to avoid the risks noted below.

Table 5: Refrigeration System Risks

Gap	Risk Description	Risk Level		
		Life Safety	Operations & Revenue	Maint. Costs
Fluids Maintenance, Cost, and Inventory.	<ul style="list-style-type: none"> Lack of maintenance of system fluids like brine and ammonia may lead to corrosion and costly repairs. Fluid testing reveals ammonia migration and leaks which result from degrading equipment as in the recent Fernie incident. Lack of predefined pricing may lead to arbitrary pricing when needed. 	Medium	High	High
Preventative Maintenance Schedule.	<ul style="list-style-type: none"> Major equipment maintenance should coincide with shut down or low usage times to prevent unwanted downtime. 	None	Low	None
Readily Accessible Parts and Materials Inventory	<ul style="list-style-type: none"> Ready access may prevent or reduce downtime during unscheduled maintenance. Costs to acquire parts may be inflated due to expedited acquisition. 	None	Low	Low
Parts and Materials Rate & Structure	<ul style="list-style-type: none"> Rates can be decided arbitrarily by contractors if not negotiated as part of a contract. Maintenance actions may lack predictability and accountability. Contractors may send too few or too many employees to site if man power requirements are not defined. 	None	None	Medium
Demand & Emergency Maintenance Structure		None	Low	Medium
Maintenance Materials Disposal Rates & Structure		None	None	Medium
Permits, Fees, and Licenses	<ul style="list-style-type: none"> Without proper oversight the plant licenses may become out of date, causing a necessary plant shut down. 	None	Medium	None

Comments

- Maintaining a service program for the refrigeration system is critical due to the system size and complexity, safety considerations, and lack of in-house maintenance skills.
- A new service arrangement should be made prior to the expiration of the current arrangement.
- A lack of structure and maintenance schedules in the existing service contract reduces effectiveness.
- Lack of testing and maintenance of the system fluids allows exacerbation of corrosion and rust problems, leading to damage of system components (pumps, heat exchangers, etc.) and increased accident risks.

4.2 Combined Heat and Power (CHP) Risk Assessment

The combined heat and power plant is a secondary provider of both electrical and thermal power for the facility. As these units have few moving parts, there is a lower risk of system failure; however, in the event of failure, the system has a redundancy of one (1) unit. While the risk of system failure is low, arrangements for maintenance should be made in other to ensure equipment life and operations savings.

Table 6: Combined Heat and Power System Risks

Gap	Risk Description	Risk Level		
		Life Safety	Operations & Revenue	Maint. Costs
Capstone Authorized Service Provider for Labour	<ul style="list-style-type: none"> An Authorised Service Provider is required by Capstone Corporation to provide maintenance to the CHP units. 	None	Very Low	Low
Preventative Maintenance Parts Acquisition or Inventory	<ul style="list-style-type: none"> Lack of agreement for obtaining parts may lead to unexpected costs. In the case of acquiring parts in-house, lack of, or inadequate, maintenance reserve funds may lead to future budget disruption and service delays. 	None	Very Low	Medium
Demand & Emergency Parts		None	Very Low	Medium

Comments

- Obtaining labour capabilities is essential to ensure that manufacturer equipment troubleshooting and maintenance can be carried out.
- To reduce maintenance labour costs, Capstone Authorized Service Provider (ASP) training can be obtained as an upgrade to in-house skills.
- To ensure that parts can be obtained as needed, an adequate maintenance reserve (annual or lump sum) should be maintained.

4.3 Mechanical Heat Recovery System

The mechanical heat recovery system is composed of insulated piping, glycol, pumps, and heat exchangers. Most of these system components have low maintenance requirements and may be covered under other similar contracts.

Table 7: Mechanical Heat Recovery System Risks

Gap	Risk Description	Risk Level		
		Life Safety	Operations & Revenue	Maint. Costs
Preventative Maintenance Parts	<ul style="list-style-type: none"> Lack of common preventative maintenance parts may cause issues with equipment and delay necessary maintenance procedures, potentially causing system downtime. 	Low	Very Low	Medium
Glycol Testing and Maintenance	<ul style="list-style-type: none"> Lack of maintenance of system fluids like brine and ammonia may lead to corrosion and costly repairs. 	Low	Very Low	Medium
Heat Exchanger Maintenance	<ul style="list-style-type: none"> Heat exchanger periodic internal maintenance required to ensure equipment life span 	Low	None	Low
Demand & Emergency Parts and Labour Rate & Structure	<ul style="list-style-type: none"> Materials and labour may be required for unscheduled and emergency maintenance 	None	Very Low	Low
Maintenance Materials Disposal Rates & Structure	<ul style="list-style-type: none"> Unexpected regulated disposal fees. 	None	None	Low

Comments

- Obtaining a standalone maintenance contract for this system is not critical as the mechanical system is low maintenance and most maintenance items can be carried out by facility personnel.
- Maintenance of the mechanical system, including glycol testing and heat exchanger periodic maintenance, can be added onto the service contract of the refrigeration system.
- Demand & Emergency parts and labour rates & structures are not critical for this system.

4.4 Automation System

The automation system components are mostly maintenance free and, with the exception of software updates and annual system functionality checks, only demand & emergency considerations are required.

Table 8: Automation Service and Maintenance

Gap	Risk Description	Risk Level		
		Life Safety	Operations & Revenue	Maint. Costs
Maintenance Labour	<ul style="list-style-type: none"> Automation system experience is ideal for functionality tests and unscheduled maintenance to avoid system downtime. Qualified electricians are needed for some parts replacement works. 	None	Very Low	Very Low
Annual Alarm Log Analysis	<ul style="list-style-type: none"> Annual alarm log analysis is recommended to keep abreast of the system's health. 	None	None	Very Low
Automation System Annual Functionality Tests and Firmware Updates	<ul style="list-style-type: none"> While not mandatory, annual functionality tests ensure that all components and control sequences are functional. 	None	Very Low	Very Low
Demand & Emergency Parts Inventory.	<ul style="list-style-type: none"> While the system is low maintenance, having a few spare parts helps mitigate unforeseen parts failures. 	None	Very Low	Very Low

Comments

- Obtaining a maintenance program is not critical for this system but may be pursued.
- In the event that no service contract is obtained, an automation contractor should be called in annually for firmware maintenance.

5.0 Service Solicitation Framework

This section provides a framework by which service needs can be solicited, or met in-house, in order to ensure all technical needs are accounted for. Technical understanding and experience with each system being considered is required while implementing this framework. Considerations in the following framework include steps that should be taken when preparing for a solicitation, preparation of solicitation documents, facilitation of solicitation, and a template for choosing the successful service provider. Considerations for in-house provision of service needs are also included.

Overviews of the four (4) installed systems are provided before the framework is laid out. One service contract may be sought to cover multiple systems.

5.1 Systems Overview

5.1.1 Refrigeration

The refrigeration system at the Tillsonburg community center consists of the following:

- MYCOM ammonia compressors,
- Liquid pumps,
- Ammonia high and low pressure piping,
- Brine and glycol piping,
- Heat exchangers,
- And an evaporative condenser.

Several safety devices are installed to ensure safe operation of the system and ability for mitigation in the case of an emergency. Equipment manufacturers provide recommended maintenance practices which must be fulfilled to ensure safety, equipment life, and prevent loss of service. These maintenance requirements should be included in all service arrangements. While the daily operation and maintenance of a refrigeration plant should be handled by refrigeration plant operators, items such as compressor oil replacement and compressor overhaul must be carried out by experienced certified refrigeration mechanics (CRMs). The service provider should keep essential spare parts available for all equipment. All of the above, as well as fluid testing and balancing would fall under the scheduled preventative maintenance and a base price and estimated hours should be requested. More specific prices could be sought for shutdown maintenance, compressor overhaul, and pre-start-up inspection for the refrigeration equipment including estimated hours and the cost for regasketing each heat exchanger.

Additional pricing for items such as glycol, brine, ammonia, water treatment chemicals, compressor oil, and new belts should be sought including the estimated service hours. This will ensure that, at the option of the Owner, any concerns with these systems can be mitigated.

5.1.2 Combined Heating and Power

The Combined Heat and Power (CHP) system consists of three (3) Capstone C65 Micro Turbine units located outside the building. These units supply electricity to the building, supplementing grid electricity, and provide heating to the heat recovery loop. The system has a full redundancy of one (1) unit, providing a cushion in the case of an emergency. Each unit runs for approximately 6500 hours a year.

Service arrangements should take the following into account:

- A Capstone Authorized Service Provider (ASP) must be available to provide ongoing maintenance and diagnosis for the CHP units.
- Preventative maintenance and parts replacements should be diagnosed by the maintenance person.
- The turbine engine should be overhauled once unit performance starts to degrade (determined using monitoring and verification system).
- Parts acquisition maintenance reserve funds should be maintained to ensure funds are available to purchase parts as needed.

For a minimum risk option, Capstone offers four (4) different Factory Protection Plans (FPP) covering either just parts or parts and labour for and provides training to enable in-house maintenance. Options for servicing the units include:

- Obtaining an FPP (and providing ASP training to a plant operator for Plans A and C),
- Providing ASP training to a plant operator, and purchasing parts as required for complete in-house maintenance.

Table 9: Service Options Including Capstone FPPs and In-House Parts and Labour Acquisition

Service	Plan A	Plan B	Plan C	Plan D	In-House ¹
Duration	5 Years	5 Years	9 Years	9 Years	-
Turbine Run Hours (up to)	39,999	39,999	79,999	79,999	-
Preventative Maintenance Parts	Yes	Yes	Yes	Yes	Yes
Demand Maintenance Parts	Yes	Yes	Yes	Yes	No
One Engine Overhaul	No	No	Yes	Yes	Yes
Maintenance Labour	No	Yes	No	Yes	No
Annual Cost ²	\$ 25,000	\$ 35,000	\$ 45,000	\$ 58,000	\$ 17,000 - 60,000 ³
Capstone ASP Training – 1 st Year ⁴	\$ 3,250	-	\$ 3,250	-	\$ 3,250
ASP Refresher – 2 nd Year Plus	\$ 650	-	\$ 650	-	\$ 650
5 Yr. Total	\$ 130,000	\$ 175,000	\$ 230,000	\$ 290,000	\$ 90,000 – 305,000
9 Yr. Total	\$ 235,000	\$ 315,000	\$ 415,000	\$ 520,000	\$ 160,000 – 550,000

¹ Annual Cost range for parts obtained on an as needed basis up to parts obtained on Capstone recommended schedule.

² All costs are estimates with the exception of Plan C which is available from WHESC proposal.

³ From discussion with representatives of the manufacturer, costs are anticipated to be on the low end of this range, however there is a small risk of large single time costs in the event of major equipment failure.

⁴ Excluding travel expenses and labour costs.

In making a decision regarding the service arrangements for the CHP units at the Tillsonburg community centre, the following items should be noted:

- Annual maintenance time for each unit ranges from 1 to 16 hours, making in-house labour very feasible.
- The units have one moving part, greatly reducing the chances of unforeseen breakdowns.
- As shown in Table 10, Capstone's recommended schedule is conservative and units may run for much longer without needing replacements.
- From discussion with Capstone manufacturer representatives, the maintenance costs for the FPP include pre-emptive part replacement, while most maintenance is generally done on an as-needed basis for equipment.
- Refurbished parts may be purchased to save on cost.

Table 10: Major Maintenance Intervals for Capstone Units at 6500 Annual Run Hours

	Capstone Recommended Schedule⁵		Maintenance Performed as Required	
	Turbine Run Hours	Resulting Interval	Turbine Run Hours	Resulting Interval
Engine Overhaul	40,000	6 Years	> 80,000	> 12 Years
Battery Replacement	20,000	3 years	> 40,000	> 6 Years
Compressor Replacement	40,000	6 Years	> 60,000	> 9 Years

From consultation with the manufacturer, it is expected that annual maintenance will cost significantly less than maintaining an FPP. Based on this, an in-house maintenance strategy is recommended. A self-funded maintenance program should be considered.

- By using more reasonable maintenance intervals for equipment the overall costs can be spread over a longer time.
- Annual funds of \$45,000 or less could be allocated to equipment maintenance (matching FPP C provided in a quote from WHESC). Unspent funds could be held in reserve for future unanticipated maintenance or upgrades.
- Equipment maintained with appropriate basic preventative maintenance can be operated for long periods of time (refer to Table 10) with little risk.
- Equipment failure risks are low based on the nature of the equipment, and the redundancy in the system.

If a maintenance strategy with limited risk is preferred then a Factory Protection Plan from the manufacturer can be pursued. This will increase the maintenance cost overheads significantly, but remove all risk of potential hardware failure.

⁵ Capstone recommended maintenance schedule is based on units operating in standalone mode, while the installation in question is a grid-connected system.

5.1.3 Mechanical

The mechanical system consists of the follow:

- Hot glycol piping and insulation from the CHP units to several loads in the facility,
- Liquid pumps,
- Several heat exchangers.

Similar to the refrigeration system, manufacturers provide recommended maintenance practices that should be included in all service arrangements. Preventative maintenance would include inspections for all heat exchangers, pumps, and valves connected to the mechanical system. Plant operators are able to provide most maintenance for the system without additional training and a mechanic can be retained periodically to perform more long term maintenance like heat exchanger cleaning. If a service contract is obtained, the service provider must carry out recommended practices for replacing seals and gaskets and should include estimates on the time and cost of carrying out this replacement within the preventative maintenance proposal. Given the size and relative simplicity of the mechanical installation, a service contract is not required for this system; however, inclusion in a refrigeration contract is recommended.

5.1.4 Automation

The automation system consists of a few automation controllers, valves, and sensors. Manufacturers provide maintenance and calibration recommendations for these components although most are maintenance free or low maintenance. Considerations to include in a service program include:

- Annual functionality tests, verification following manufacturer recommended practices,
- Calibration as needed,
- Alarm log analysis,
- Firmware updates.

If a service contract is not obtained, the system installer may be retained annually to provide these and a small parts inventory should be kept for emergencies.

5.2 Service Contract Solicitation Procedure

This section contains a framework for soliciting service contracts with examples of technical considerations included as appendices.

5.2.1 Step 1: Site Survey

In addition to information contained in the operating and maintenance manuals, a walk-through grade survey is essential for gaining an understanding of the equipment that requires maintenance and servicing at a facility. After an analysis has been done on the requirements, specific equipment model and serial numbers can be gathered and filled out into an equipment list that can be used internally and for solicitation purposes. A clear site list must be generated to ensure that nothing is overlooked, as gaps could lead to additional costs after a maintenance contract has been negotiated and accepted. Major systems, if interconnected or standalone, should be noted as such to clearly define the boundaries of the service for warranty purposes. Sample site equipment lists have been included as Appendix A. Final lists will vary from site to site.

5.2.2 Step 2: Document Generation

Once the survey is completed, solicitation documents should be prepared to obtain competitive bids from service providers. In order to ensure that the documents are comprehensive, the documents should contain the following as a minimum:

- Bidder background details, references, and qualifications
- Preventative maintenance and periodic inspection scopes, including major equipment maintenance as required by manufacturers, and maintenance as required by regulating codes.
- Maintenance schedules and expectations of number of hours for maintenance items.
- Specific price inclusions as needed for preventative maintenance, demand & emergency parts and labour, and miscellaneous items specific to a facility. Sample inclusion forms are included in Appendix B.
- Specifications of expected working hours including regular working hours, overtime hours, and cost structure.
- Inclusion of all permits and licenses required to keep the system in compliance with all regulations.
- Specification of required skills.

5.2.3 Step 3: Service Solicitation

Once a solicitation document has been developed, the document is released to the public to obtain competitive bid pricing.

5.2.4 Step 4: Evaluation of Submissions

In order to ensure that the most qualified service contractor is awarded the bid, submissions should be evaluated based on several factors. Appendix C contains an evaluation matrix that should be completed for each bidder in addition to pricing considerations.

6.0 Conclusion

In order to provide the most comprehensive service option for the installed systems at the Tillsonburg Community Center, the following is recommended:

- Solicit a comprehensive proposal for service of the refrigeration system making use of the provided framework and attached evaluation matrix.
- Include heat recovery loop service in refrigeration service scope.
- An in-house maintenance arrangement for the CHP units should be implemented to ensure parts and services are available when needed.
 - An adequate maintenance fund (equal to the cost of a service arrangement or as determined) could be maintained to facilitate this arrangement.
 - Alternately, if the minor risk that system failure occurs is a major concern, a Capstone Factory Protection Plan can be selected to remove all risk with greater annual costs.
- Provide Capstone authorized service provider training to a plant operator.
- Employ automation installer for annual functionality check and firmware updates.



APPENDIX A

SAMPLE SITE EQUIPMENT LISTS

**TOWN OF TILLSONBURG - SERVICE CONTRACT CONSULTING
NEEDS ASSESSMENT – APPENDIX A**

Table 1: Site Equipment Summary Template with Examples

< Site Name & Address >						
Equipment	Model	Qty.	Capacity/Motor	Run Hours	Description	Preferred Maintenance or Shutdown Date
Compressor	MYCOM N2MII	3	60 HP	1750	Ammonia compressor	
Pump	Armstrong 4030 8x4x10	2	25 HP	-	Rink Cold Brine Pump2	
Cooling Tower	Evapco LSCE	1	3000 MBH	-	Ammonia evaporative condenser	
Heat Exchanger	Alfa Laval BW-FD	1	200 TR	-	Ammonia to Rink Brine Chiller	

Additional Equipment

- One (1) ammonia detector
- One (1) ammonia detection control panel
- Five (5) Pressure relief valves

Comments:

Annual start-up and shut down dates



APPENDIX B

SAMPLE SERVICE CONTRACT PRICE INCLUSION

**TOWN OF TILLSONBURG - SERVICE CONTRACT CONSULTING
NEEDS ASSESSMENT – APPENDIX B**

Table 1: Sample Preventative Maintenance Cost Inclusion Table

Description	Estimated Number of PM Hours per Annum	Labour Rate	Extended Total
To provide preventative maintenance service		\$ / hr	\$
Sub-Total for Preventative Maintenance (per year)			\$
H.S.T. + 13%			\$
Total Price Preventative Maintenance (per year)			\$
Preventative Maintenance - TOTAL PRICE FOR YY YEAR CONTRACT			(xYY) = \$

Table 2: Sample Demand/Emergency Labour Cost Inclusion Table

REGULAR RATES:	CREW	UNIT OF MEASURE	UNIT PRICE	ESTIMATED QUANTITY	EXTENDED PRICE
Minimum Call Charge (1 Hour)	1 Man/ Crew	1 Hour	\$		\$
Minimum Call Charge (1 Hour)	2 Man/ Crew	1 Hour	\$		\$
15 Minute Increment	1 Man/ Crew	15 Minute increment	\$		\$
15 Minute Increment	2 Man/ Crew	15 Minute increment	\$		\$
OVERTIME RATES:					
Minimum Call Charge (1 Hour)	1 Man/ Crew	1 Hour	\$		\$
Minimum Call Charge (1 Hour)	2 Man/ Crew	1 Hour	\$		\$
15 Minute Increment	1 Man/ Crew	15 Minute Increment	\$		\$
15 Minute Increment	2 Man/ Crew	15 Minute increment	\$		\$
Sub-Total for Demand Service/Repairs					\$
H.S.T. + 13%					\$
Total Price Demand Service/Repairs (per year)					\$
Demand Service/Repairs - TOTAL PRICE FOR YY YEAR CONTRACT					(xYY) = \$

**TOWN OF TILLSONBURG - SERVICE CONTRACT CONSULTING
NEEDS ASSESSMENT – APPENDIX B**

Table 3: Sample Material Cost Structure Inclusion

Item	Material Costs	Estimated Cost Of Materials	Percentage Mark-up	Extended Price
1	\$0 to \$100	\$5,000	%	\$
2	\$101 to \$500	\$10,000	%	\$
3	\$501 to \$1000	\$20,000	%	\$
Sub-total for Material Costs				\$
H.S.T. + 13%				\$
Total Price for Material Costs (per year)				\$
Material Costs – TOTAL PRICE FOR YY YEAR CONTRACT				(xYY) = \$

Table 4: Sample Additional Pricing Inclusions

	Description	Unit Pricing	Estimated Annual Quantity	Extended Price
1	Calcium Chloride Pellets 90% - 92% (Add Brand Name If Available) - ##kg bags	\$	-	\$
2	Brine Inhibitor (Add Brand Name If Available) - ## litre pail	\$	-	\$
3	Sodium Hydroxide Solution 50% Solution (Add Brand Name If Available) - ### ml Bottle	\$	-	\$
Sub-total for Additional Pricing				\$
H.S.T. + 13%				\$
Total Price for Additional Pricing (per year)				\$
Additional – TOTAL PRICE FOR YY YEAR CONTRACT				(xYY) = \$



APPENDIX C

EVALUATION MATRIX TEMPLATE

**TOWN OF TILLSONBURG - SERVICE CONTRACT CONSULTING
NEEDS ASSESSMENT – APPENDIX C**

Table 1: Evaluation Matrix Template

DESCRIPTION OF FACTOR	WEIGHT	TOTAL WEIGHT FOR SECTION
A. Executive Summary		
Understanding of Scope of Work	2	5
Fully Outlines Requirements of RFP	1.5	
Summarizes Key Aspects of RFP Submission	0.5	
Concise Timeline/Schedule Shown	1	
B. Organization and Industry Experience		
Description of Company	4	20
Description of Management Structure	2	
Experience in Recreation Sector	5	
Team Member Experience and Capabilities	5	
Certifications as Applicable to Facility Equipment	4	
C. Refrigeration and Heating System Service Contract Experience and References		
Reference #1 (experience scored as applicable to this RFP)	5	30
Reference #2 (experience scored as applicable to this RFP)	5	
Reference #3 (experience scored as applicable to this RFP)	5	
Reference #4 (experience scored as applicable to this RFP)	5	
Reference #5 (experience scored as applicable to this RFP)	5	
Verbal Reference Feedback (1 point per reference)	5	
D. Service Contract Work Plan and Methodology		
Level of Detail in Preventative Maintenance Schedule	13	30
Services Offered (Scope of Work)	12	
Response Times	3	
Strengths and Capabilities	2	
E. Documentation and Reporting		
Logistics of Work/Services Tracking	4	8
Samples of Required PMDSC Documentation	4	
F. Submission Content		
Clarity of Proposal (Presentation)	5	7
Required Documentation/Forms	2	
Subtotal		100
Subtotal Technical Score		/100
Does Subtotal Technical Score achieve benchmark score of 70%?		Yes / No

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FACTORY PROTECTION PLAN – END USER AGREEMENT

Agreement Number WHFS-18-12-TIL		Agreement Execution Date March 21, 2019	
Purchaser Company Name (Bill-To) Town of Tillsonburg		Purchaser Contact Name (Bill-To) Accounts Payable	Phone Number 905.688.3009
Address (Bill-To) 200 Broadway, Suite 204., Tillsonburg, Ontario N4G 5A7			
Name (Site Contact) Rick Cox		Company (Site Contact) Town of Tillsonburg	Phone Number 905.688-3009
Address (Turbine Location) 45 Hardy Ave, Tillsonburg, Ontario			
Total Number Of: Turbines: 3 Gas Packs/Air Packs: 3			

A. Factory Protection Plan Types and Optional Services

Factory Protection Plan Type ¹		Price
<input type="checkbox"/> Plan A – 5 year or 39,999 trh, ² Parts ONLY, NO Overhaul	<input type="checkbox"/> <4000 hrs/yr <input type="checkbox"/> 4000-6000 hrs/yr <input type="checkbox"/> >6000 hrs/yr	\$
<input type="checkbox"/> Plan B – 5 year or 39,999 trh, Parts & Labor, NO Overhaul	<input type="checkbox"/> <4000 hrs/yr <input type="checkbox"/> 4000-6000 hrs/yr <input type="checkbox"/> >6000 hrs/yr	\$
<input checked="" type="checkbox"/> Plan C – 9 year or 79,999 trh, Parts ONLY, with Overhaul	<input type="checkbox"/> <4000 hrs/yr <input type="checkbox"/> 4000-6000 hrs/yr <input checked="" type="checkbox"/> >6000 hrs/yr	\$ 359,784
<input type="checkbox"/> Plan D – 9 year or 79,999 trh, Parts & Labor, with Overhaul	<input type="checkbox"/> <4000 hrs/yr <input type="checkbox"/> 4000-6000 hrs/yr <input type="checkbox"/> >6000 hrs/yr	\$
<input type="checkbox"/> Other – Description: X (See also checked items in column "OTHER" in Section B below.)	<input type="checkbox"/> X hrs/yr	\$

¹ See Section B below for description of included services for each type of Factory Protection Plan.

² Turbine run hours (trh)

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Optional Services	Price
<input checked="" type="checkbox"/> VPSN – Vergent Power Service Network Remote Monitoring Service, Subscription ONLY ³	\$Incl
<input checked="" type="checkbox"/> Upgrades – Description: Any and all as made available by Capstone	\$Incl
<input type="checkbox"/> Commissioning or <input type="checkbox"/> Re-commissioning	\$
Total Price	\$ 359,784

³ VPSN Remote Monitoring equipment must be purchased separately.

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B. Description of Factory Protection Plan Services

FACTORY PROTECTION PLAN, Included Services	Plan A	Plan B	Plan C	Plan D	Site
Maintenance Parts:					
➤ Scheduled maintenance parts as needed pursuant to the then current Capstone Standard Maintenance Schedule (Capstone document number 440000 for Model C30 or Model C60, or Capstone User Manual for Model C65 or C200).	✓	✓	✓	✓	<input checked="" type="checkbox"/>
➤ Unscheduled maintenance parts as needed, including:					
• Engine assembly (Engine/Generator)	✓	✓	✓	✓	<input checked="" type="checkbox"/>
• All power electronics components	✓	✓	✓	✓	<input checked="" type="checkbox"/>
• All fuel system components	✓	✓	✓	✓	<input checked="" type="checkbox"/>
• Optional/Accessory equipment (if installed)					
- Main battery pack	✓	✓	✓	✓	<input checked="" type="checkbox"/>
- Heat Recovery Module (HRM) coil	✓	✓	✓	✓	<input checked="" type="checkbox"/>
- Capstone Logic Controller (CLC)	✓	✓	✓	✓	<input type="checkbox"/>
- Dual Mode System Controller (DMSC)	✓	✓	✓	✓	<input type="checkbox"/>
- External Fuel Filter	✓	✓	✓	✓	<input type="checkbox"/>
- External Regulator	✓	✓	✓	✓	<input type="checkbox"/>
Maintenance Labor: ⁴					

⁴ Normal Whitby Hydro Energy Services Corporation (WHESC) service hours are 8:00 am to 4:30 pm local time weekdays, excluding holidays.

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FACTORY PROTECTION PLAN, Included Services	Plan A	Plan B	Plan C	Plan D	Site
➤ Scheduled maintenance labor.	No	✓	No	✓	<input type="checkbox"/>
➤ Unscheduled maintenance labor.	No	✓	No	✓	<input type="checkbox"/>
Engine Overhaul at 40,000 trh	No	No	✓	✓	<input checked="" type="checkbox"/>
Additional Services:					
➤ Access to WHESC's Technical Support.	✓	✓	✓	✓	<input type="checkbox"/>
➤ Priority response to unscheduled maintenance service requests.	No	✓	No	✓	<input type="checkbox"/>
➤ System software upgrades as released by Capstone.	✓	✓	✓	✓	<input checked="" type="checkbox"/>
➤ Installation of system software upgrades.	No	✓	No	✓	<input type="checkbox"/>
➤ Other – Description:					<input type="checkbox"/>
➤ Other – Description: THIRD PARTY METERING EQUIPMENT, NOT INCLUDED					<input type="checkbox"/>

C. Service Conditions

1. Sites must be clean, free of debris and any other obstructions, well lit, and operating in an environment that will not cause excessive usage, or need for replacement, of consumables and filters outside the parameters of Capstone's standard service intervals.
2. Sites must be installed in accordance with all Capstone/WHESC/Vergent Power installation requirements.
3. Sites must be commissioned in accordance with Capstone/WHESC/Vergent Power specifications and Capstone/WHESC/Vergent Power must have an approved Commissioning Checklist on file.
4. If VPSN is checked in Section A above, then Purchaser is responsible for providing Vergent Power with a dedicated internet connection for VPSN starting on the Start of Services Date and terminating on the End of Services Date (see Section D below).



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FACTORY PROTECTION PLAN – END USER AGREEMENT

D. Term of Agreement

1. **Start of Services:** The Agreement and Services shall commence ☐ Upon the Date of Commissioning, which shall occur no later than ☐; or ☒ Agreement Execution Date.
2. **End of Services:** The Agreement and Services shall expire ☐ 5 years from Start of Services or 39,999 trh, whichever comes first; or ☒ 9 years from Start of Services or 79,999 trh, whichever comes first; or ☐ Other (specify: ☒.
3. **Labour:** Customers shall have access to WHESC Authorized Service Provider (ASP) technicians and will be charged at a rate of \$145/hour/ASP CAD including driving time, upon request.

E. Payment Terms

1. Payment for the Service Agreement will be made in ☐ Upfront; equal ☒ Annual; or ☐ Other (specify: ☒ installment(s) of \$39,976.00 plus HST.
2. Unless otherwise provided for in the payment descriptions above, payments for Services are due 30 calendar days from date of invoicing, are stated in Canadian dollars and include any fees, licenses and permits required for the performance of the Services, and exclude sales and other taxes.
3. Overdue payments shall be subject to a late charge, calculated from the date of invoice to the date of payment, equal to Eighteen Percent (18%) per annum calculated monthly. The foregoing shall in no way limit any other remedy that may be available to WHESC.
4. Purchaser's obligations to WHESC to pay in full all amounts owed to WHESC as of the termination or expiration of this Agreement shall survive the termination for any reason or expiration of this Agreement.
5. Pricing is based off an exchange rate of 1.34 UDS to 1.00 CAD. If the actual exchange rate at the time of transaction is different than this rate, a credit or debit will be issued in order to correct to the actual exchange rate for each transaction.

F. Excluded Services

The following are specifically excluded from the Agreement:

1. Changes to the original design and configuration (alterations from "as commissioned").
2. Application engineering and installation; correction of latent or discovered defects or equipment failure due to application engineering, installation, settings and/or connections.



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FACTORY PROTECTION PLAN – END USER AGREEMENT

3. Operation of Covered Equipment on a day-to-day basis.
4. Usage/consumption of consumables outside the parameters of Capstone's/WHESC's standard service intervals, unless otherwise specified in Exhibit 1.
5. Operation of Covered Equipment on a day-to-day basis.
6. Emissions testing or testing of exhaust gas.
7. Fuel analysis or laboratory analysis to confirm fuel composition.
8. Operator classroom training.
9. City, state, and/or federal permits, rebates, or incentive applications or filings.
10. Balance of plant equipment: WHESC will provide Services for the Covered Equipment listed in Exhibit 1 only, as may be amended by the parties from time to time in writing.
11. Using the VPSN, Vergent Power may provide remote monitoring service diagnostics as a courtesy to the customer. The VPSN equipment is capable of monitoring additional Balance of Plant equipment (i.e., anything outside of the housing and not included in the definition of "Covered Equipment" set forth below), which may impact the successful operation of the Covered Equipment under this Agreement. Under no circumstances is WHESC obligated to provide any Services for Balance of Plant equipment or any other equipment that is not listed as Covered Equipment.
12. Internet connection, service, maintenance, or hardware related fees.
13. Certain tooling required to support performing Services on the Covered Equipment, e.g. assistive lifting devices, trucks, crane or forklift rentals, etc.
14. Any expenses resulting from failure to meet, or incurred as a result of correcting deficiencies in order to meet, Service Conditions specified in Section C above.
15. Any expenses resulting from improper operation of Covered Equipment.
16. Any expenses resulting from Force Majeure events.
17. Any expenses resulting from power quality disturbances (e.g. sags, surges, and harmonics) in grid-connected operation.
18. Any services requested by Purchaser which are determined, in WHESC sole discretion, to be outside the scope of this Agreement.



Whitby Hydro
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FACTORY PROTECTION PLAN – END USER AGREEMENT

Pursuant to this Services Agreement (the “Agreement”), Purchaser hereby authorizes Whitby Hydro Energy Services Corporation (“WHESC”) to provide the services described above (the “Services”), including the provision of any necessary parts (the “Parts”), on the Capstone Turbine generator systems, controls and/or accessories identified above (the “Covered Equipment”) in accordance with and subject to the terms and conditions described above and on the pages attached hereto.

<p>1. Price of the Services, Payment Terms and Scope of Services. The price, payment terms and scope of services for each of the Services (the “Scope of Services”) are set forth on the cover pages of this Agreement. If repairs or additional labor outside of the applicable Scope of Services are determined to be necessary and the required repairs are authorized by Purchaser, then (i) additional labor and other costs and expenses will be billed by WHESC to Purchaser at the then effective Factory Protection Plan Service Flat Rate Schedule and the then effective WHESC Service Rates, as such terms and provisions are revised by WHESC from time to time, and (ii) Parts will be billed at the then prevailing WHESC List Price, and (iii) mobilization costs and expenses will be without charge so long as the labor is performed at the same time scheduled maintenance is performed. If labor is not performed at the same time of scheduled maintenance, mobilization charges will be as described in WHESC’s Service Rates.</p> <p>2. Term. This Agreement shall continue in effect for the term indicated in Section D of this Agreement unless WHESC or Purchaser terminates this Agreement by delivering to the other party written notice in the event of: (i) Purchaser’s breach of any material term or condition of this Agreement; or (ii) Purchaser’s failure to pay when due any amount owed by</p>	<p>Purchaser to WHESC under this Agreement, within fifteen (15) days of when such payment is due under the Agreement, and Purchaser fails to cure such default within seven (7) days after receiving written notification of default. If Purchaser fails to pay when due any amount owed by Purchaser to WHESC and this Agreement is not terminated immediately by WHESC, WHESC may delay or cease performance of Services under this Agreement until payment in full is received or other payment arrangements are agreed to, at WHESC’s sole discretion. The foregoing does not limit or restrict in any way WHESC’s right to terminate this Agreement at any time following an event described in this Section. In the event of a termination by WHESC, Purchaser will forfeit all amounts paid at the time of termination as a true measure of the damages and not as a penalty. Purchaser reserves the right to terminate this Agreement without cause, and in such event shall pay WHESC for all services performed through the date of termination or forfeit all amounts paid at the time of termination, whichever is greater as a true measure of the damages and not as a penalty. If this agreement is terminated by Purchaser between years Five (5) through Nine (9), there will be a charge to Purchaser for the engine</p>
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FACTORY PROTECTION PLAN – END USER AGREEMENT

replacement that was performed during the 40,000 hour service at current market value.

3. WHESC's Services; Warranty. WHESC agrees that it will comply with applicable laws and regulations relating to its provision of the Services and such Services will be provided in a professional and workmanlike manner consistent with the applicable Scope of Services and with generally accepted industry standards and practices with regard to the type of services provided hereunder. WHESC and Capstone provide the warranties with respect to Parts and labor provided by WHESC and Capstone for the applicable Covered Product (the "**Service-Related Warranties**"). Notwithstanding any term contained in a Service-Related Warranty or this Agreement to the contrary, any and all Service-Related Warranties expire upon the completion of the Services.

4. Purchaser's Representations. Purchaser represents, warrants, and covenants that: (i) it has the right, power, and authority to enter into this Agreement and to perform fully its obligations hereunder; (ii) the making of this Agreement does not violate any agreement existing between it and any other person or entity; (iii) it has obtained or will obtain all licenses and permits necessary for WHESC to perform the Services; (iv) all information provided by Purchaser to WHESC related to the Services and its ability to pay for the Services is complete and accurate; (v) it will arrange for WHESC's access to the facilities where the Covered Equipment is located as needed to perform the Services; and (vi) it will perform all of its obligations under this Agreement to the reasonable satisfaction of WHESC.

5. Purchaser's Obligations. In addition to all other obligations stated in this Agreement, when requested, Purchaser shall provide WHESC with: (i) records and information concerning the Covered Equipment; and (ii) any special tools or instruments needed for the Covered Equipment which Purchaser already possesses. **Purchaser shall designate an authorized representative who shall be available to WHESC at all times while WHESC is performing the Services on Purchaser's premises.** Purchaser agrees that the Scope of Services excludes all trade labor work and any supervision, management or regulation of Purchaser's employees, agents or contractors and work related thereto, and it does not include responsibility for planning, scheduling, monitoring or management of the work to be performed by Purchaser. Purchaser agrees that any written or oral reports and advice provided by WHESC to Purchaser in connection with the provision of Services shall be utilized solely by Purchaser and shall not be used or conveyed by Purchaser to any third party.

6. Disclaimer. EXCEPT AS SET FORTH IN SECTION 3, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS AND NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY ARE GIVEN FOR THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE AND INCLUDES ANY IMPLIED WARRANTIES UNDER THE SALE OF GOODS ACT AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED.

7. Limitation of Liability in General.

7.1 WHESC and the Purchaser shall each indemnify and hold harmless the other party



Whitby Hydro
 Energy Services Corporation

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(inclusive of its respective elected members of council, employees, servants and agents) from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect of losses suffered by them or in respect to claims by third parties that arise out of, or attributable in any respect to their involvement as parties to this Agreement, provided that such claims are not caused by: (1) the negligent acts or omissions of the party seeking indemnity or anyone for whose acts or omissions that party is liable, or (2) a failure of the party to the Agreement from whom indemnification is sought to fulfill its obligations in the Agreement.

7.2 This Section shall prevail over any conflicting or inconsistent provisions contained in any of the documents comprising this Agreement or any other document issued by Purchaser hereto or in any conflicting or inconsistent statement made by any representative of the parties.

7.3 The limitations of WHESC and/or Capstone's obligations and Purchaser's remedies, as provided for in this Section, shall prevail over any conflicting or inconsistent provisions contained in any of the documents comprising this Agreement or any other document issued by Purchaser hereto or in any conflicting or inconsistent statement made by any representative of WHESC and/or Capstone, except to the extent that such provision or statement further limits WHESC and/or Capstone's liability.

7.4 The rights, remedies and obligations of the Parties set forth in this Agreement, together with the attached exhibits, are the exclusive rights, remedies and obligations of the Parties hereunder and are in lieu of any other right,

remedy, or obligation available at law or in equity.

8. Dispute Resolution. Any disputes and claims arising out of this Agreement or any document referenced herein shall be settled by negotiation between the Parties. If such negotiations are unsuccessful, the matters in dispute shall be settled by arbitration. Such arbitration shall be conducted by a single arbitrator in accordance with the Arbitrations Act. The award of the arbitrator shall be final and binding on the Parties. The arbitrator shall be entitled to fix and determine expenses and legal costs in favour of the successful Party. The arbitration shall be held at the Town of Whitby.

9. Confidential Information, Intellectual Property Rights. Purchaser shall not, directly or indirectly, modify or disassemble for the purpose of reverse engineering any Covered Equipment or components thereof. All intellectual property rights and confidential information relating to the Covered Equipment, and any information provided by Capstone/WHESC to Purchaser under this Agreement, shall remain the property of Capstone/WHESC.

The parties and its respective directors, officers, employees, agents and contractors during the term of this Agreement shall treat as confidential and secure all of the Purchaser's Confidential Information, meaning all confidential or proprietary written, recorded, electronic or oral information, knowledge, data or materials provided (whether or not such confidentiality or proprietary status is indicated orally, or whether or not the specific words "confidential" or "proprietary" are used) (the "Confidential Information") to the other party.



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The parties acknowledge that a breach of its confidentiality obligations will cause irreparable damage and monetary damages are an inadequate remedy. In the event of a breach or threatened breach of the confidentiality obligations set out in this section, the party alleging the breach against the other party shall be entitled to temporary and permanent injunctive relief for the protection of its confidential information.

The parties acknowledge that this Agreement and any materials or information provided to the Town through the performance of this Agreement may be subject to disclosure by the Purchaser pursuant to the Municipal Freedom of Information and Protection of Privacy Act.

10. Miscellaneous.

10.1 Governing Law. This Agreement is governed by the laws of the Province of Ontario (as such laws are applied to contracts made and performed entirely within Ontario, without regard to Ontario's conflicts of laws provisions) and federal laws applicable to patents and trademarks. The Parties agree that any claim or proceeding arising out of this Agreement shall be commenced in the City of Oshawa, Ontario.

10.2 Survival. All provisions of this Agreement will survive its termination to the fullest extent necessary to give the Parties the full benefit of the bargain expressed in this Agreement. Notwithstanding the foregoing, Purchaser agrees that upon completion of the Services, any and all Service-Related Warranties shall expire as of such date.

10.3 Assignment. This Agreement may not be assigned by Purchaser without the prior written

consent of Capstone/WHESC. WHESC may assign this Agreement to an entity wholly-owned by WHESC without the consent of Purchaser.

10.4 Severability. If any provision of this Agreement or the terms and conditions set forth herein is declared or found to be illegal, unenforceable, or void, the remaining provisions of this Agreement shall remain in full force and effect, subject to the immediately following provisions. In the event any provision of this Agreement is declared or found to be illegal, unenforceable or void, the Parties agree to negotiate in good faith a substitute provision that is legal and enforceable and is as nearly as possible consistent with the intentions underlying the original provision. If the remainder of the Agreement is not materially affected by such declaration or finding and is capable of substantial performance, then such remainder will be enforced to the extent permitted by law.

10.5 Independent Review and Advice. Each Party has full knowledge of the contents of this Agreement, its legal consequences and any and all rights which each may have with respect to one another. Each Party has had the opportunity to receive independent legal advice with respect to this Agreement and each Party enters into this Agreement of its own free will. The Parties expressly agree that there are no expectations contrary to the Agreement and no usage of trade or regular practice in the industry shall be used to modify any of the terms and provisions of the Agreement.

10.6 Entire and Sole Agreement. This Agreement constitutes the complete agreement with respect to the Services and supersedes all prior or



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contemporaneous proposals, agreements, representations, discussions and literature, written or oral, concerning the Services. This Agreement is not intended to change or alter any of the rights, duties, obligations, liabilities or limitations set forth in any other agreements between the Parties. The Parties' obligations with respect to confidential information, reverse engineering and/or trade secrets shall be governed by, if applicable, the Direct Sales Agreement, the End User License, or any confidentiality agreements the Parties have entered into.

10.7 Amendments. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each Party.

10.8 Force Majeure. Each Party's performance shall be suspended (other than the obligation to pay monies due) for so long as such performance is hindered by events beyond its reasonable control ("**Force Majeure**"), such as, but not limited to, riots, labor disputes of a general nature, national or civil wars, insurrections, rebellions, terrorist acts, embargoes, civil disturbances, earthquakes, dispositions or orders of governmental authority, acts of civil or military authority, fires, strikes, delays in transportation, inability to obtain necessary labor, manufacturing facilities or materials from usual sources and acts of God. Any delays resulting from a Force Majeure shall extend the time for performance correspondingly. If a failure to perform results from a governmental law, rule, regulation, disposition or order and the affected Party is unable to perform, after making reasonable efforts to comply, the matter shall be deemed a Force Majeure.

10.9 No Third Party Beneficiaries. None of the terms of this Agreement are intended to confer to or benefit any person or entity other than the Parties to this Agreement any rights, remedies or other benefits under or by reason of this Agreement.

10.10 Waiver. No waiver by either Party of any term contained herein (or any breach thereof) shall be effective unless it is in writing executed by the party waiving such term (or any breach thereof). No waiver shall be deemed or construed as a further or continuing waiver of any such term (or any breach thereof) on any other occasion or as a waiver of any other term (or any breach thereof) on the same or any other occasion. The delay or failure of any Party in providing written notice hereunder shall not constitute a waiver by such Party of any default or any further default under the Agreement.

Whitby Hydro Energy Services Corporation
 100 Taunton Road East, PO Box 59 • Whitby • ON L1N 5R8
 Phone: (905) 668-5878 • Email: info@whesc.ca
 Web: www.whesc.ca



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FACTORY PROTECTION PLAN – END USER AGREEMENT

Whitby Hydro Energy Services Corporation
 (WHESC):

Purchaser: Town of Tillsonburg

By: _____

By: _____

Name: _____

Name: Stephen B. Molnar

Title: _____

Title: Mayor

Date: _____

Date: _____

By: _____

Name: Donna Wilson

Title: Clerk

Date: _____



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Exhibit 1

Site Name / Location	Description	Manufacturer	Model / Configuration or Part Number	Serial Number	Starting TRH
Town of Tillsonburg Community Centre	Three (3) C65 ICHP GC with Gaspaks	Capstone Turbine	C65 HPNG GC ICHP GP	9644, 9645, 9646	Approx 5,300

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Agreement Number WHFS-18-12-TIL5		Agreement Execution Date March 3, 2019	
Purchaser Company Name (Bill-To) Town of Tillsonburg		Purchaser Contact Name (Bill-To) Accounts Payable	Phone Number 905.688.3009
Address (Bill-To) 200 Broadway, Suite 204., Tillsonburg, Ontario N4G 5A7			
Name (Site Contact) Rick Cox		Company (Site Contact) Town of Tillsonburg	Phone Number 905.688-3009
Address (Turbine Location) 45 Hardy Ave, Tillsonburg, Ontario			
Total Number Of: Turbines: 3 Gas Packs/Air Packs: 3			

A. Factory Protection Plan Types and Optional Services

Factory Protection Plan Type ¹		Price
<input checked="" type="checkbox"/> Plan A – 5 year or 39,999 trh, ² Parts ONLY, NO Overhaul	<input type="checkbox"/> <4000 hrs/yr <input type="checkbox"/> 4000-6000 hrs/yr <input checked="" type="checkbox"/> >6000 hrs/yr	\$114,834
<input type="checkbox"/> Plan B – 5 year or 39,999 trh, Parts & Labor, NO Overhaul	<input type="checkbox"/> <4000 hrs/yr <input type="checkbox"/> 4000-6000 hrs/yr <input type="checkbox"/> >6000 hrs/yr	\$
<input type="checkbox"/> Plan C – 9 year or 79,999 trh, Parts ONLY, with Overhaul	<input type="checkbox"/> <4000 hrs/yr <input type="checkbox"/> 4000-6000 hrs/yr <input type="checkbox"/> >6000 hrs/yr	\$
<input type="checkbox"/> Plan D – 9 year or 79,999 trh, Parts & Labor, with Overhaul	<input type="checkbox"/> <4000 hrs/yr <input type="checkbox"/> 4000-6000 hrs/yr <input type="checkbox"/> >6000 hrs/yr	\$
<input type="checkbox"/> Other – Description: X (See also checked items in column "OTHER" in Section B below.)	<input type="checkbox"/> X hrs/yr	\$

¹ See Section B below for description of included services for each type of Factory Protection Plan.

² Turbine run hours (trh)

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Optional Services	Price
<input checked="" type="checkbox"/> VPSN – Vergent Power Service Network Remote Monitoring Service, Subscription ONLY ³	\$Incl
<input checked="" type="checkbox"/> Upgrades – Description: Any and all as made available by Capstone	\$Incl
<input type="checkbox"/> Commissioning or <input type="checkbox"/> Re-commissioning	\$
Total Price	\$ 114,834

³ VPSN Remote Monitoring equipment must be purchased separately.

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B. Description of Factory Protection Plan Services

FACTORY PROTECTION PLAN, Included Services	Plan A	Plan B	Plan C	Plan D	Site
Maintenance Parts:					
➤ Scheduled maintenance parts as needed pursuant to the then current Capstone Standard Maintenance Schedule (Capstone document number 440000 for Model C30 or Model C60, or Capstone User Manual for Model C65 or C200).	✓	✓	✓	✓	<input checked="" type="checkbox"/>
➤ Unscheduled maintenance parts as needed, including:					
• Engine assembly (Engine/Generator)	✓	✓	✓	✓	<input checked="" type="checkbox"/>
• All power electronics components	✓	✓	✓	✓	<input checked="" type="checkbox"/>
• All fuel system components	✓	✓	✓	✓	<input checked="" type="checkbox"/>
• Optional/Accessory equipment (if installed)					
- Main battery pack	✓	✓	✓	✓	<input checked="" type="checkbox"/>
- Heat Recovery Module (HRM) coil	✓	✓	✓	✓	<input checked="" type="checkbox"/>
- Capstone Logic Controller (CLC)	✓	✓	✓	✓	<input type="checkbox"/>
- Dual Mode System Controller (DMSC)	✓	✓	✓	✓	<input type="checkbox"/>
- External Fuel Filter	✓	✓	✓	✓	<input type="checkbox"/>
- External Regulator	✓	✓	✓	✓	<input type="checkbox"/>
Maintenance Labor: ⁴					

⁴ Normal Whitby Hydro Energy Services Corporation (WHESC) service hours are 8:00 am to 4:30 pm local time weekdays, excluding holidays.

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FACTORY PROTECTION PLAN, Included Services	Plan A	Plan B	Plan C	Plan D	Site
➤ Scheduled maintenance labor.	No	✓	No	✓	<input type="checkbox"/>
➤ Unscheduled maintenance labor.	No	✓	No	✓	<input type="checkbox"/>
Engine Overhaul at 40,000 trh	No	No	✓	✓	<input checked="" type="checkbox"/>
Additional Services:					
➤ Access to WHESC's Technical Support.	✓	✓	✓	✓	<input checked="" type="checkbox"/>
➤ Priority response to unscheduled maintenance service requests.	No	✓	No	✓	<input type="checkbox"/>
➤ System software upgrades as released by Capstone.	✓	✓	✓	✓	<input checked="" type="checkbox"/>
➤ Installation of system software upgrades.	No	✓	No	✓	<input type="checkbox"/>
➤ Other – Description:					<input type="checkbox"/>
➤ Other – Description: THIRD PARTY METERING EQUIPMENT, NOT INCLUDED					<input type="checkbox"/>

C. Service Conditions

1. Sites must be clean, free of debris and any other obstructions, well lit, and operating in an environment that will not cause excessive usage, or need for replacement, of consumables and filters outside the parameters of Capstone's standard service intervals.
2. Sites must be installed in accordance with all Capstone/WHESC/Vergent Power installation requirements.
3. Sites must be commissioned in accordance with Capstone/WHESC/Vergent Power specifications and Capstone/WHESC/Vergent Power must have an approved Commissioning Checklist on file.
4. If VPSN is checked in Section A above, then Purchaser is responsible for providing Vergent Power with a dedicated internet connection for VPSN starting on the Start of Services Date and terminating on the End of Services Date (see Section D below).

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D. Term of Agreement

1. **Start of Services:** The Agreement and Services shall commence ☐ Upon the Date of Commissioning, which shall occur no later than ☐; or ☒ Agreement Execution Date.
2. **End of Services:** The Agreement and Services shall expire ☒ 5 years from Start of Services or 39,999 trh, whichever comes first; or ☐ 9 years from Start of Services or 79,999 trh, whichever comes first; or ☐ Other (specify: ☒).
3. **Renewal:** Owner shall be able to renew this agreement at a price no more than ☒ percent higher than the price herein.
4. **Labour:** Customers shall have access to WHESC Authorized Service Provider (ASP) technicians and will be charged at a rate of \$145/hour/ASP CAD including driving time, upon request.

E. Payment Terms

1. Payment for the Service Agreement will be made in ☐ Upfront; equal ☒ Annual; or ☐ Other (specify: ☒ installment(s) of \$22,967.00 plus HST.
2. Unless otherwise provided for in the payment descriptions above, payments for Services are due 30 calendar days from date of invoicing, are stated in Canadian dollars and include any fees, licenses and permits required for the performance of the Services, and exclude sales and other taxes.
3. Overdue payments shall be subject to a late charge, calculated from the date of invoice to the date of payment, equal to Eighteen Percent (18%) per annum calculated monthly. The foregoing shall in no way limit any other remedy that may be available to WHESC.
4. Purchaser's obligations to WHESC to pay in full all amounts owed to WHESC as of the termination or expiration of this Agreement shall survive the termination for any reason or expiration of this Agreement.
5. Pricing is based off an exchange rate of 1.34 UDS to 1.00 CAD. If the actual exchange rate at the time of transaction is different than this rate, a credit or debit will be issued in order to correct to the actual exchange rate for each transaction.



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F. Excluded Services

The following are specifically excluded from the Agreement:

1. Changes to the original design and configuration (alterations from “as commissioned”).
2. Application engineering and installation; correction of latent or discovered defects or equipment failure due to application engineering, installation, settings and/or connections.
3. Operation of Covered Equipment on a day-to-day basis.
4. Usage/consumption of consumables outside the parameters of Capstone’s/WHESC’s standard service intervals, unless otherwise specified in Exhibit 1.
5. Operation of Covered Equipment on a day-to-day basis.
6. Emissions testing or testing of exhaust gas.
7. Fuel analysis or laboratory analysis to confirm fuel composition.
8. Operator classroom training.
9. City, state, and/or federal permits, rebates, or incentive applications or filings.
10. Balance of plant equipment: WHESC will provide Services for the Covered Equipment listed in Exhibit 1 only, as may be amended by the parties from time to time in writing.
11. Using the VPSN, Vergent Power may provide remote monitoring service diagnostics as a courtesy to the customer. The VPSN equipment is capable of monitoring additional Balance of Plant equipment (i.e., anything outside of the housing and not included in the definition of “Covered Equipment” set forth below), which may impact the successful operation of the Covered Equipment under this Agreement. Under no circumstances is WHESC obligated to provide any Services for Balance of Plant equipment or any other equipment that is not listed as Covered Equipment.
12. Internet connection, service, maintenance, or hardware related fees.
13. Certain tooling required to support performing Services on the Covered Equipment, e.g. assistive lifting devices, trucks, crane or forklift rentals, etc.
14. Any expenses resulting from failure to meet, or incurred as a result of correcting deficiencies in order to meet, Service Conditions specified in Section C above.
15. Any expenses resulting from improper operation of Covered Equipment.
16. Any expenses resulting from Force Majeure events.
17. Any expenses resulting from power quality disturbances (e.g. sags, surges, and harmonics) in grid-connected operation.
18. Any services requested by Purchaser which are determined, in WHESC’s sole discretion, to be outside the scope of this Agreement.



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Pursuant to this Services Agreement (the “Agreement”), Purchaser hereby authorizes Whitby Hydro Energy Services Corporation (“WHESC”) to provide the services described above (the “Services”), including the provision of any necessary parts (the “Parts”), on the Capstone Turbine generator systems, controls and/or accessories identified above (the “Covered Equipment”) in accordance with and subject to the terms and conditions described above and on the pages attached hereto.

1. Price of the Services, Payment Terms and Scope of Services. The price, payment terms and scope of services for each of the Services (the “**Scope of Services**”) are set forth on the cover pages of this Agreement. If repairs or additional labor outside of the applicable Scope of Services are determined to be necessary and the required repairs are authorized by Purchaser, then (i) additional labor and other costs and expenses will be billed by WHESC to Purchaser at the then effective Factory Protection Plan Service Flat Rate Schedule and the then effective WHESC Service Rates, as such terms and provisions are revised by WHESC from time to time, and (ii) Parts will be billed at the then prevailing WHESC List Price, and (iii) mobilization costs and expenses will be without charge so long as the labor is performed at the same time scheduled maintenance is performed. If labor is not performed at the same time of scheduled maintenance, mobilization charges will be as described in WHESC’s Service Rates.

2. Term. This Agreement shall continue in effect for the term indicated in Section D of this Agreement unless WHESC or Purchaser terminates this Agreement by delivering to the other party written notice in the event of: (i) Purchaser’s breach of any material term or condition of this Agreement; or (ii) Purchaser’s

failure to pay when due any amount owed by Purchaser to WHESC under this Agreement, within fifteen (15) days of when such payment is due under the Agreement, and Purchaser fails to cure such default within seven (7) days after receiving written notification of default. If Purchaser fails to pay when due any amount owed by Purchaser to WHESC and this Agreement is not terminated immediately by WHESC, WHESC may delay or cease performance of Services under this Agreement until payment in full is received or other payment arrangements are agreed to, at WHESC’s sole discretion. The foregoing does not limit or restrict in any way WHESC’s right to terminate this Agreement at any time following an event described in this Section. In the event of a termination by WHESC, Purchaser will forfeit all amounts paid at the time of termination as a true measure of the damages and not as a penalty. Purchaser reserves the right to terminate this Agreement without cause, and in such event shall pay WHESC for all services performed through the date of termination or forfeit all amounts paid at the time of termination, whichever is greater as a true measure of the damages and not as a penalty. If this agreement is terminated by Purchaser between years Five (5) through Nine (9), there will



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be a charge to Purchaser for the engine replacement that was performed during the 40,000 hour service at current market value.

3. WHESC's Services; Warranty. WHESC agrees that it will comply with applicable laws and regulations relating to its provision of the Services and such Services will be provided in a professional and workmanlike manner consistent with the applicable Scope of Services and with generally accepted industry standards and practices with regard to the type of services provided hereunder. WHESC and Capstone provide the warranties with respect to Parts and labor provided by WHESC and Capstone for the applicable Covered Product (the "**Service-Related Warranties**"). Notwithstanding any term contained in a Service-Related Warranty or this Agreement to the contrary, any and all Service-Related Warranties expire upon the completion of the Services.

4. Purchaser's Representations. Purchaser represents, warrants, and covenants that: (i) it has the right, power, and authority to enter into this Agreement and to perform fully its obligations hereunder; (ii) the making of this Agreement does not violate any agreement existing between it and any other person or entity; (iii) it has obtained or will obtain all licenses and permits necessary for WHESC to perform the Services; (iv) all information provided by Purchaser to WHESC related to the Services and its ability to pay for the Services is complete and accurate; (v) it will arrange for WHESC's access to the facilities where the Covered Equipment is located as needed to perform the Services; and (vi) it will perform all of its obligations under this Agreement to the reasonable satisfaction of WHESC.

5. Purchaser's Obligations. In addition to all other obligations stated in this Agreement, when requested, Purchaser shall provide WHESC with: (i) records and information concerning the Covered Equipment; and (ii) any special tools or instruments needed for the Covered Equipment which Purchaser already possesses. **Purchaser shall designate an authorized representative who shall be available to WHESC at all times while WHESC is performing the Services on Purchaser's premises.** Purchaser agrees that the Scope of Services excludes all trade labor work and any supervision, management or regulation of Purchaser's employees, agents or contractors and work related thereto, and it does not include responsibility for planning, scheduling, monitoring or management of the work to be performed by Purchaser. Purchaser agrees that any written or oral reports and advice provided by WHESC to Purchaser in connection with the provision of Services shall be utilized solely by Purchaser and shall not be used or conveyed by Purchaser to any third party.

6. Disclaimer. EXCEPT AS SET FORTH IN SECTION 3, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS AND NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY ARE GIVEN FOR THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE AND INCLUDES ANY IMPLIED WARRANTIES UNDER THE SALE OF GOODS ACT AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED.

7. Limitation of Liability in General.

7.1 THE EXCLUSIVE REMEDY OF PURCHASER UNDER THIS AGREEMENT SHALL BE THE:



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CORRECTION OF NON-CONFORMITIES OF SERVICES; THE CORRECTION OF NON-CONFORMITIES OF PARTS; OR AS OTHERWISE PROVIDED IN THE SERVICE-RELATED WARRANTY.

7.2 Independent of, severable from, and to be enforced independently of any other enforceable provision of this Agreement, WHESC and/or CAPSTONE SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND, OR FOR LOST GOODWILL, LOST PROFITS, LOST BUSINESS, COST OF COVER OR OTHER INDIRECT ECONOMIC DAMAGES, AND FURTHER INCLUDING INJURY TO PROPERTY, WHETHER SUCH CLAIM IS BASED ON THEORIES OF CONTRACT, WHESC'S and/or CAPSTONE'S NEGLIGENCE, TORT (INCLUDING STRICT LIABILITY), AS A RESULT OF BREACH OF ANY WARRANTY OR OTHER TERM OF THIS AGREEMENT, OR OTHERWISE WITH RESPECT TO ANY NON-CONFORMANCE OF OR NON-CONFORMITY OR DEFICIENCY IN THE SERVICES OR PARTS, REGARDLESS OF WHETHER WHESC and/or CAPSTONE HAD REASON TO KNOW OR IN FACT KNEW OF THE POSSIBILITY OF SUCH DAMAGES. Purchaser shall indemnify, defend and hold WHESC and Capstone harmless from and against all costs, fees (including lawyers' fees), losses, liabilities and expenses related to any personal injury, damage, or death related to Purchaser's improper use or operation of the Covered Equipment, including, without limitation, those costs, losses, liabilities and expenses resulting from any product liability claim, to the extent such claim involves improper use or operation of the Covered Equipment.

7.3 The limitations of WHESC and/or Capstone's obligations and Purchaser's remedies, as

provided for in this Section, shall prevail over any conflicting or inconsistent provisions contained in any of the documents comprising this Agreement or any other document issued by Purchaser hereto or in any conflicting or inconsistent statement made by any representative of WHESC and/or Capstone, except to the extent that such provision or statement further limits WHESC and/or Capstone's liability.

7.4 The rights, remedies and obligations of the Parties set forth in this Agreement, together with the attached exhibits, are the exclusive rights, remedies and obligations of the Parties hereunder and are in lieu of any other right, remedy, or obligation available at law or in equity.

8. Dispute Resolution. Any disputes and claims arising out of this Agreement or any document referenced herein shall be settled by negotiation between the Parties. If such negotiations are unsuccessful, the matters in dispute shall be settled by arbitration. Such arbitration shall be conducted by a single arbitrator in accordance with the Arbitrations Act. The award of the arbitrator shall be final and binding on the Parties. The arbitrator shall be entitled to fix and determine expenses and legal costs in favour of the successful Party. The arbitration shall be held at the Town of Whitby.

9. Confidential Information, Intellectual Property Rights. Purchaser shall not, directly or indirectly, modify or disassemble for the purpose of reverse engineering any Covered Equipment or components thereof. All intellectual property rights and confidential information relating to the Covered Equipment, and any information provided by Capstone/WHESC to Purchaser



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FACTORY PROTECTION PLAN – END USER AGREEMENT

under this Agreement, shall remain the property of Capstone/WHESC.

The parties and its respective directors, officers, employees, agents and contractors during the term of this Agreement shall treat as confidential and secure all of the Purchaser's Confidential Information, meaning all confidential or proprietary written, recorded, electronic or oral information, knowledge, data or materials provided (whether or not such confidentiality or proprietary status is indicated orally, or whether or not the specific words "confidential" or "proprietary" are used) (the "**Confidential Information**") to the other party.

The parties acknowledge that a breach of its confidentiality obligations will cause irreparable damage and monetary damages are an inadequate remedy. In the event of a breach or threatened breach of the confidentiality obligations set out in this section, the party alleging the breach against the other party shall be entitled to temporary and permanent injunctive relief for the protection of its confidential information.

The parties acknowledge that this Agreement and any materials or information provided to the Town through the performance of this Agreement may be subject to disclosure by the Purchaser pursuant to the Municipal Freedom of Information and Protection of Privacy Act.

10. Miscellaneous.

10.1 Governing Law. This Agreement is governed by the laws of the Province of Ontario (as such laws are applied to contracts made and performed entirely within Ontario, without regard to Ontario's conflicts of laws provisions)

and federal laws applicable to patents and trademarks. The Parties agree that any claim or proceeding arising out of this Agreement shall be commenced in the City of Oshawa, Ontario.

10.2 Survival. All provisions of this Agreement will survive its termination to the fullest extent necessary to give the Parties the full benefit of the bargain expressed in this Agreement. Notwithstanding the foregoing, Purchaser agrees that upon completion of the Services, any and all Service-Related Warranties shall expire as of such date.

10.3 Assignment. This Agreement may not be assigned by Purchaser without the prior written consent of Capstone/WHESC. WHESC may assign this Agreement to an entity wholly-owned by WHESC without the consent of Purchaser.

10.4 Severability. If any provision of this Agreement or the terms and conditions set forth herein is declared or found to be illegal, unenforceable, or void, the remaining provisions of this Agreement shall remain in full force and effect, subject to the immediately following provisions. In the event any provision of this Agreement is declared or found to be illegal, unenforceable or void, the Parties agree to negotiate in good faith a substitute provision that is legal and enforceable and is as nearly as possible consistent with the intentions underlying the original provision. If the remainder of the Agreement is not materially affected by such declaration or finding and is capable of substantial performance, then such remainder will be enforced to the extent permitted by law.

10.5 Independent Review and Advice. Each Party has full knowledge of the contents of this



Whitby Hydro
 Energy Services Corporation

FACTORY PROTECTION PLAN – END USER AGREEMENT

Agreement, its legal consequences and any and all rights which each may have with respect to one another. Each Party has had the opportunity to receive independent legal advice with respect to this Agreement and each Party enters into this Agreement of its own free will. The Parties expressly agree that there are no expectations contrary to the Agreement and no usage of trade or regular practice in the industry shall be used to modify any of the terms and provisions of the Agreement.

10.6 Entire and Sole Agreement. This Agreement constitutes the complete agreement with respect to the Services and supersedes all prior or contemporaneous proposals, agreements, representations, discussions and literature, written or oral, concerning the Services. This Agreement is not intended to change or alter any of the rights, duties, obligations, liabilities or limitations set forth in any other agreements between the Parties. The Parties' obligations with respect to confidential information, reverse engineering and/or trade secrets shall be governed by, if applicable, the Direct Sales Agreement, the End User License, or any confidentiality agreements the Parties have entered into.

10.7 Amendments. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each Party.

10.8 Force Majeure. Each Party's performance shall be suspended (other than the obligation to pay monies due) for so long as such performance is hindered by events beyond its reasonable control ("**Force Majeure**"), such as, but not limited to, riots, labor disputes of a general nature, national or civil wars, insurrections,

rebellions, terrorist acts, embargoes, civil disturbances, earthquakes, dispositions or orders of governmental authority, acts of civil or military authority, fires, strikes, delays in transportation, inability to obtain necessary labor, manufacturing facilities or materials from usual sources and acts of God. Any delays resulting from a Force Majeure shall extend the time for performance correspondingly. If a failure to perform results from a governmental law, rule, regulation, disposition or order and the affected Party is unable to perform, after making reasonable efforts to comply, the matter shall be deemed a Force Majeure.

10.9 No Third Party Beneficiaries. None of the terms of this Agreement are intended to confer to or benefit any person or entity other than the Parties to this Agreement any rights, remedies or other benefits under or by reason of this Agreement.

10.10 Waiver. No waiver by either Party of any term contained herein (or any breach thereof) shall be effective unless it is in writing executed by the party waiving such term (or any breach thereof). No waiver shall be deemed or construed as a further or continuing waiver of any such term (or any breach thereof) on any other occasion or as a waiver of any other term (or any breach thereof) on the same or any other occasion. The delay or failure of any Party in providing written notice hereunder shall not constitute a waiver by such Party of any default or any further default under the Agreement.

Whitby Hydro Energy Services Corporation
100 Taunton Road East, PO Box 59 • Whitby • ON L1N 5R8
Phone: (905) 668-5878 • Email: info@whesc.ca
Web: www.whesc.ca



Whitby Hydro
Energy Services Corporation

FACTORY PROTECTION PLAN – END USER AGREEMENT

**Whitby Hydro Energy Services
Corporation (WHESC):**

By: _____

Name: _____

Title: _____

Date: _____

Purchaser: Town of Tillsonburg

By: _____

Name: Stephen B. Molnar

Title: Mayor

Date: _____

By: _____

Name: Donna Wilson

Title: Clerk

Date: _____



Whitby Hydro
Energy Services Corporation

FACTORY PROTECTION PLAN – END USER AGREEMENT

Whitby Hydro Energy Services Corporation
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Exhibit 1

Site Name / Location	Description	Manufacturer	Model / Configuration or Part Number	Serial Number	Starting TRH
Town of Tillsonburg Community Centre	Three (3) C65 ICHP GC with Gaspaks	Capstone Turbine	C65 HPNG GC ICHP GP	9644, 9645, 9646	Approx 5,300



The Corporation of the Town of Tillsonburg

Cultural, Heritage and Special Awards Advisory Committee

March 6, 2019

5:30 p.m.

Annex Board Room, 200 Broadway, 2nd Floor

MINUTES

Present:

Deb Beard, Rosemary Dean (Arrived at 6:01 p.m.), Penny Esseltine, Erin Getty, Carrie Lewis, James Murphy, Collette Takacs.

Absent with Regrets:

Terry Fleming, Vernon Fleming.

Also Present:

Amelia Jaggard, Legislative Services Coordinator
Patty Phelps, Culture and Heritage Manager/Curator

1. Call to Order

The meeting was called to order at 5:30 p.m.

2. Adoption of Agenda

Resolution #1

Moved by: Erin Getty

Seconded by: Collette Takacs

THAT the Agenda as prepared for the Cultural, Heritage and Special Awards Advisory Committee meeting of March 6, 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: Erin Getty

Seconded by: James Murphy

THAT the Minutes of the Cultural, Heritage and Special Awards Advisory Committee meeting of February 5, 2019, be approved.

5. Presentations/Deputations

6. General Business & Reports

6.1. Election of Chair and Vice Chair

Moved by: Collette Takacs

Seconded by: Erin Getty

THAT Collette Takacs be nominated for the role of Chair.

Carried

Moved by: Carrie Lewis

Seconded by: Deb Beard

THAT Erin Getty be nominated for the role of Vice Chair.

Carried

6.2. Meeting location, dates and time

Moved by: Erin Getty

Seconded by: Deb Beard

THAT the Cultural, Heritage and Special Awards Advisory Committee meet on the first Wednesday of each month at 5:30 p.m at the Corporate Office in Suite 203.

Carried

6.3. Terms of Reference

Discussed Terms of Reference.

6.4. Set goals for term

To promote the Cultural Grant Program through traditional advertisement and social media promotion. Staff to look into social media promotion options.

To promote the Volunteer of the Month Award.

To bring this item forward to the next meeting in order to allow for more discussion.

Citizen of the Year Award to be an item on the next Agenda.

6.5. Application for Consent and Minor Variance – St. Paul's Manse (**Attached**)

Rosemary Dean arrived at 6:01 p.m.

Moved by: Erin Getty

Seconded by: Carrie Lewis

WHEREAS, The former St. Paul's Manse, 38 Ridout Street, exterior of the building is designated as a Heritage Building and protected under The Ontario Heritage Act; and

WHEREAS, Any future owners of the former St. Paul's Manse, 38 Ridout Street, are required to comply with the Heritage Building designation requirements;

Date: March 6, 2019

RESOLVED, That the Cultural, Heritage and Special Awards Advisory Committee supports the application for consent to sever the former St. Paul's Manse building from the St. Paul's United Church property;

RESOLVED, That staff be requested to forward this resolution to the Oxford County Planning Department.

Carried

**6.6. Cultural Grant Application – Tillsonburg Thunder Senior AA Hockey Club
(Attached)**

Staff to request additional information from the applicant in order to process the application.

6.7. Ontario Senior of the Year Award (Attached)

Staff to create a news release requesting nominations for the Ontario Senior of the Year Award with a deadline of April 1, 2019; this will allow time for the committee to review nominations and make recommendation to Council in order to meet the April 30, 2019 provincial deadline. The news release will be sent to committee members to share throughout the town.

Staff to request the news release to be posted on the Town website and social media pages, as well as included in the March 13th, March 20th, and March 27th newspaper.

7. Correspondence

8. Other Business

9. Next Meeting

Wednesday, April 3, 2019 at 5:30 at the Corporate Office in Suite 203.

10. Adjournment

Resolution #3

Moved by: Erin Getty

Seconded by: Deb Beard

THAT the March 6, 2019 Cultural, Heritage and Special Awards Advisory Committee meeting be adjourned at 6:26 p.m.

Carried



The Corporation of the Town of Tillsonburg

Recreation and Sports Advisory Committee

March 7, 2019

5:00 p.m.

Annex Board Room, 200 Broadway, 2nd Floor

MINUTES

Present:

Don Baxter, Eugene Todd, Susie Wray, Carrie Lewis, Chris Parker

Absent with Regrets:

Dace Zvanitajs, Jeff Vanrybroeck, Kim Sage

Also Present:

Amelia Jaggard, Rick Cox, Rebecca Turrill, Margaret Puhr

1. Call to Order

The meeting was called to order at 5.03p.m by Amelia Jaggard, Legislative Services Coordinator;
Introductions

2. Adoption of Agenda

Resolution #1

Moved by: Don Baxter

Seconded by: Eugene Todd

THAT the Agenda as prepared for the Recreation and Sports Advisory Committee meeting of March 7, 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

N/A

5. Presentations/Deputations - none

6. General Business & Reports

6.1.Orientation conducted by Amelia Jaggard

6.2.Election of Chair

Eugene Todd nominated by Susie Wray, seconded by Don Baxter – carried
Vice-Chair

Susie Wray nominated by Eugene Todd, seconded by Chris Parker – carried

6.3. Meeting location, dates and times:

Commencing in May meeting will be held at Corporate office, 7:00pm, second Wednesday of the month, except July, August and December unless necessary. April's meeting will be held on April 11th at 7:00pm.

6.4. Terms of Reference – circulated, to be reviewed at the next meeting.

6.5. Setting goals – chair requested the director to describe expectations of the department: programming as per committee advice; aquatic facilities and their future; recreation master plan as established in the past, it has been almost 10 years since review and update/redesign the master plan and propose the new changes to the council; 2022 is the 150th anniversary of Tillsonburg which presents opportunity to define a legacy. The committee will be provided with master plan(s) and other pertinent information for review and develop a set of priorities. Further discussion at April 11th meeting. Members will be asked to identify their goals/priorities.

6.6. Summary of previous initiatives: Sports Hall of Fame has been a big focus; recommendations to the staff on programming; uses of community centre; wayfinding of community centre; Dog Park and Memorial Park Revitalization sub-committees; skate park; pickleball; splash pad; parking and accessibility; parks, which is now role of another committee.

6.7. Hall of Fame 2019 – background provided by Rebecca Turrill, per memorandum circulated prior to the meeting.

6.8. Council request for feedback per circulated memo – the water park will operate in 2019 as it had in 2018, also the future of Summer Place and Rowing Club facility are being sought for input from the committee. Background information will be provided in terms of surveys, proposals and conceptual plans for committee's review.

7. Correspondence - none

8. Other Business - none

9. Next Meeting: Thursday April 11, 2019 at 7:00pm, Suite 203, Corporate Office

10. Adjournment

Resolution #2

Moved by: Don Baxter

Seconded by: Chris Parker

THAT the March 7, 2019 Recreation and Sports Advisory Committee meeting be adjourned at 6:16 p.m.

Carried



The Corporation of the Town of Tillsonburg
**Parks, Beautification and
 Cemetery Advisory Committee**

March 7, 2019

9:00 a.m.

Suite 203, 200 Broadway, 2nd Floor

MINUTES

Present: Paul Wareing, Bob Marsden, Marian Smith, Christine Nagy, Ken Butcher, Donna Scanlan, Maurice Verhoeve, Penny Esseltine & Sue Saelens.

Absent with Regrets: Mike Dean

Also Present: Corey Hill

1. Call to Order

The meeting was called to order at 9:00 a.m.

2. Adoption of Agenda

Resolution #1

Moved by: Bob Marsden

Seconded by: Sue Saelens

THAT the Agenda as prepared for the Parks, Beautification and Cemetery Advisory Committee meeting of March 7, 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: Marian Smith

THAT the Parks, Beautification and Cemetery Advisory Committee Meeting Minutes of February 7, 2019, be approved.

Carried

5. Presentations/Deputations

5.1 Cemetery Master Plan – Rick Cox, Director of Recreation, Culture & Parks.

Rick Cox, Director of Recreation, Culture & Parks with the Town of Tillsonburg, presented as information an overview of the 2014 Cemetery Master Plan including updates that were completed in 2018 to the Columbaria & Scattering Garden areas.

6. General Business & Reports**6.1. Keep Tillsonburg Beautiful/Trails Festival Event – Sue Saelens**

Sue Saelens, Chair of the Keep Tillsonburg Beautiful/Oxford Trails Festival Event Sub-Committee, provided the Committee with an overview of the plan for the event. The event is recommended as taking place on June 2, 2019, from 1230-1600hrs at the Trail Entrance on north Broadway Street (south of North St) & the north Tillson Ave Trail Entrance (south of North St). The Sub-Committee is pursuing multiple activities to occur that day including an equestrian information session, a birds of prey presentation, yoga/exercise, guided trail walks, trail clean-up, tree planting & the official unveiling of a memorial bench for the late Town Councillor Brian Stephenson.

Proposed Resolution #3

Moved by: Bob Marsden

Seconded by: Maurice Verhoeve

THAT the date, time, location and planned activities for the Keep Tillsonburg Beautiful/Oxford Trails Festival Event be approved AND that the Sub-Committee continue working on the event planning.

Carried

6.2. Horticultural Society – Christine Nagy

On behalf of the Tillsonburg Horticultural Society, Christine Nagy presented an update on the Society's Commercial Beautification Program. The program currently has 28 participating businesses with 43 planters being ordered. There is still a chance to submit additional orders. Christine also advised that the Society has secured multiple donors to offset the material costs for the Town of Tillsonburg's Downtown Flower Urns which is apart of the Town's Parks Department's in-house Beautification Program.

6.3. Oxford County Surplus Lands Public Consultation Meeting Update - Corey Hill

Corey Hill, Committee Staff Liaison, provided information on the Oxford County Public Consultation meeting that was held on February 27 at 7pm in County Council Chambers located at the Oxford County Administration Building at 21 Reeve Street in Woodstock. The meeting was well attended and multiple speakers addressed County Council both in support of and in opposition to the surplus lands designation. Following the public consultation portion of the meeting, County Council approved the surplus lands designation.

6.4. Budget Update – Corey Hill

Corey Hill, Committee Staff Liaison, provided an update on the current status of Town's capital and operational budgets. Budgets were approved on February 28, 2019. Corey then reviewed Parks & Cemetery specific budget items that were approved and not approved. Part of the discussion focused on the Cemetery Scattering Gardens that was not approved to proceed as a capital

Date: March 7, 2019

budget item in 2019. Penny Esseltine shared that Council wanted more information on the Scattering Gardens before approving that kind of expenditure.

Proposed Resolution #4

Moved by: Bob Marsden

Seconded by: Sue Saelens

THAT the committee strike a sub-committee to gather more information on the operations of a scattering garden AND that this information be shared with Council for future consideration.

Carried

6.5. Bylaws (#4001 & #3640) – Corey Hill;

Corey Hill, Committee Staff Liaison, distributed copies of the Cemetery Bylaw (#3640) and the Tree Bylaw (#4001) for the committee to review and discuss potential amendments at a future meeting.

7. Correspondence

None

8. Other Business

None

9. Next Meeting

Thursday, April 4, 2019, at 9:00a.m. at the Corporate Office Annex Suite 203 meeting room.

10. Adjournment

Resolution #5

Moved by: Christine Nagy

Seconded by: Marian Smith

THAT the March 7, 2019 Parks, Beautification and Cemetery Advisory Committee meeting be adjourned at 9:58 a.m.

Carried



The Corporation of the Town of Tillsonburg

Accessibility Advisory Committee

March 12, 2019

2:00 p.m.

Annex Board Room, 200 Broadway, 2nd Floor

MINUTES

Present:

Cindy Allen, Mike Cerna, Erin Getty, Michael Kadey, Pete Luciani, Margaret McCrimmon, Peter Staley

Also Present:

Amelia Jaggard, Legislative Services Coordinator
Emily Xuereb, Deputy Chief Building Official

1. Call to Order

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

2. Adoption of Agenda

Resolution #1

Moved by: Peter Staley

Seconded by: Margaret McCrimmon

THAT the Agenda as prepared for the Accessibility Advisory Committee meeting of March 12, 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: Pete Luciani

Seconded by: Mike Cerna

THAT the Accessibility Advisory Committee Meeting Minutes of February 13, 2019, be approved.

Carried

5. Presentations/Deputations

6. General Business & Reports

6.1. Set goals

Research available accessibility grants.

Undertake accessibility review of Town owned playground equipment.

Undertake accessibility review of Town owned facilities that are open to the public.

Undertake accessibility review of the Tillsonburg Community Centre to evaluate gender inclusiveness.

Research available accessibility education opportunities.

Discuss snow clearing methods.

Staff to provide a list of Town owned buildings which are open to the public.

Staff to find information regarding the last accessibility review of Town owned buildings conducted by the Accessibility Advisory Committee, and information regarding the accessibility review of parking in the downtown area conducted by the Accessibility Advisory Committee in the past term.

Staff to provide the Downtown Parking and Accessibility Study 2018.

Staff to determine if the Town has information on age demographics by neighbourhood.

Motion

Moved by: Mike Cerna

Seconded by: Peter Staley

THAT the committee request the Director of Recreation, Culture and Parks, Rick Cox, to attend the June 11, 2019 Accessibility Advisory Committee meeting to present to the committee with information regarding the Town's plans for playground equipment replacement and upcoming changes to the community centre.

Carried.

7. Correspondence

8. Other Business

9. Next Meeting

June 11, 2019 at 2:00 p.m. at the Corporate Office in Suite 203.

10. Adjournment

Resolution #3

Moved by: Erin Getty

Seconded by: Pete Luciani

THAT the March 12, 2019 Accessibility Advisory Committee meeting be adjourned at 2:50 p.m.

Carried

THE CORPORATION OF THE TOWN OF TILLSONBURG

BY-LAW 4281

A BY-LAW To Amend Schedule A of By-Law 4247, to Define the Mandate and Membership for Committees Established By The Corporation Of The Town of Tillsonburg.

WHEREAS it is deemed necessary and expedient to amend Schedule A of By-Law 4247.

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

1. THAT Schedule A of By-Law 4247 be amended as attached hereto;
2. THAT these amendments to Schedule A of By-Law 4247 are hereby declared to be part of that By-Law as if written therein.
3. THAT this By-law shall come into full force and effect upon passing.

READ A FIRST AND SECOND TIME THIS 25th day of MARCH, 2019.

READ A THIRD AND FINAL TIME AND PASSED THIS 25th day of MARCH, 2019.

MAYOR – Stephen Molnar

TOWN CLERK – Donna Wilson

Board/Committees	Citizen Appointments	Mandate
Accessibility Advisory Committee	Dr. Mark Dickson Jeff Huber	To advise and make recommendations to Council on all matters with respect to the accessibility for persons with disabilities to a municipal building, structure or premises.
Cultural, Heritage and Special Awards Advisory Committee	Dr. Mark Dickson	To advise and make recommendations to Council on all matters with respect to tourism and culture in the Town of Tillsonburg. To advise and make recommendations to Council on all matters related to properties of architectural and historical significance. To receive nominations and make recommendations to Council for the Citizen of the Year and monthly awards. To provide commemorative naming options to Council.
Economic Development Advisory Committee		To advise on initiatives to attract and retain investment within the community. To provide advice on: <ul style="list-style-type: none"> • The Economic Development Strategy • The Community Strategic Plan • Annual Departmental Business Plan To support the development of alliances and partnerships to advance the Town's strategic plan and that assists in the overall growth of the Town. To provide advice regarding existing and new bylaws that relate to/impact development within the community.
Memorial Park Revitalization Advisory Committee		To advise and make recommendations and provide regular updates to Council on all matters with respect to the Memorial Park Revitalization Project.
Museum Advisory Committee	Joan Weston	To make recommendations to Council on policies and procedures pertaining to the Museum. To participate in strategic planning activities, initiate and participate in fundraising activities when and as needed, act as ambassadors for the museum within the community. To work with the Tillsonburg and District Historical Society regarding trust for artifact purchases and to act as trustees for the restoration trust.
Parks, Beautification and Cemeteries Advisory Committee		To advise and make recommendations to Council on all matters with respect to the utilization and beautification of public parks, trails, trees, green space and Tillsonburg cemeteries.
Recreation and Sports Advisory Committee	Mike Cole	To advise and make recommendations to Council on matters related to the programming and utilization of Tillsonburg's recreational facilities. To advise and make recommendations to Council on implementation of the Community Parks, Recreation and Cultural Strategic Master Plan.
Tillsonburg Airport Advisory Committee		To advise and make recommendations to Council on matters related to the Tillsonburg Regional Airport. To provide a forum for receiving input and advice from aviation stakeholder groups and the community with respect to the Airport Master Plan and strategic initiatives and to provide a forum for dialogue and communication. Day to day operations of the airport is the responsibility of Town staff.
Tillsonburg Transit Advisory Committee		The objective of the Tillsonburg Transit Advisory Committee (TTAC) is to oversee and advise Town Council on the governance oversight of the Town's service providers contract for transit and specifically the policies and procedures related to service delivery of transit. The TTAC will provide a forum for input, exchange of ideas and debate on conventional and mobility transit related issues with representation from all affected groups in the community. The committee should use the Mandate to set out a clear plan for the term of the Committee. Create a high level work plan to define the scope and establish the framework and overall approach for transit. Set out goals the committee will work towards accomplishing.

THE CORPORATION OF THE TOWN OF TILLSONBURG

BY-LAW 4282

A BY-LAW To establish and appoint members to the Property Standards Committee by The Corporation of The Town of Tillsonburg.

WHEREAS the Property Standards Committee is established in accordance with Section 15.6(1) of the Building Code Act, S.O. 1992, c.23;

AND WHEREAS The Town of Tillsonburg is desirous of establishing and appointing members to the Property Standards Committee in accordance with Section 7 of By-Law 3638, for Prescribing Standards for the Maintenance and Occupancy of Property within the Town of Tillsonburg.

NOW THEREFORE BE IT RESOLVED THAT the Council of The Corporation of the Town of Tillsonburg enacts as follows:

1. THAT the Property Standards Committee is hereby established;
2. THAT Doug Shwaluk, Paul Gyozo and David Keast, named herein, shall form the Town of Tillsonburg Property Standards Committee for a three year term. Such term shall expire on December 31, 2021 or until such time as the committee members have been appointed for the next term;
3. THAT all members appointed hereby shall hold office at the pleasure of Council, and the provisions of The Municipal Conflict of Interest Act, RSO. 1990, shall apply;
4. THAT this committee shall adhere to the policies contained in the Town of Tillsonburg Policy for Boards and Committees;
5. THAT By-Law 3959 is hereby repealed;
6. THAT this by-law comes into full force and effect upon the day of passing.

READ A FIRST AND SECOND TIME THIS 25th day of MARCH, 2019.

READ A THIRD AND FINAL TIME AND PASSED THIS 25th day of MARCH, 2019.

MAYOR – Stephen Molnar

TOWN CLERK – Donna Wilson

THE CORPORATION OF THE TOWN OF TILLSONBURG

BY-LAW NUMBER 4284

BEING A BY-LAW to confirm the proceedings of Council at its meeting held on the 25th day of March, 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 March 25, 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 25th DAY OF MARCH, 2019.

READ A THIRD AND FINAL TIME AND PASSED THIS 25th DAY OF MARCH, 2019.

MAYOR – Stephen Molnar

TOWN CLERK – Donna Wilson