

**CORPORATION OF THE TOWNSHIP OF EAST ZORRA-TAVISTOCK COUNCIL
2022 - 2026**

AGENDA

**for the Meeting to be held on Wednesday March 6, 2024 at the
Township Administration Building, 89 Loveys Street E., Hickson, Ontario, at 9:00 a.m.**

1. Call to order and opening remarks
2. Approve Agenda
3. Disclosure of Pecuniary Interest and General Nature Thereof
4. General Business:
 - a) Confirm February 21, 2024, Council Meeting Minutes
 - b) Tavistock Royals – MAP Exception Request
5. Delegations & Appointments:
 - a) 9:15 a.m. – Watson & Assoc. Economists Ltd. – DC Background Study
 - b) 9:45 a.m. – Prowind Renewables – Presentation
 - c) 10:00 a.m. – Wind Concerns EZT – Presentation
6. Reports of Municipal Officers and Committees:
 - a) Conferences and Seminars
 - b) County Council – Updates & Questions
 - c) Staff Reports – Updates & Questions
7. By-laws:
 - a) By-law #2024-08 – Budget and Tax Rates By-law
 - b) By-law #2024-09 – Innerkip Minor Ball Agreement
 - c) By-law #2024-10 – Hickson Sports and Recreation Agreement
8. Other and Unfinished Business:
9. Closed to the Public Session *as authorized under s. 239 of the Municipal Act*:
 - a) February 7, 2024, Closed to the Public Session Minutes (s. 239 (2) (c), (i), (j))
 - b) Human Resources Matter (s. 239 (2) (b))
10. Strategic Planning Session
11. Confirming By-law
12. Adjourn

NOTE: New Township Administration Office Open House – March 22, 2024 (2 pm to 5 pm)

Placeholder Page for Agenda Item 1 –
Call to order and opening remarks

Use this page to note any opening remarks
you wish to make.

2.

Placeholder Page for Agenda Item 2 –
Approval of the Agenda

Use this page to note items you would like
added to the agenda.

3.

Placeholder Page for Agenda Item 3 – Disclosure of Pecuniary Interest

Use this page to note any Pecuniary Interests
you wish to declare at the meeting.

The Council of the Township of East Zorra-Tavistock met in the Council Chambers at the Township Administration Building, Hickson, Ontario at 7:00 p.m. on Wednesday February 21, 2024.

Members Present: Mayor Phil SCHAEFER and Councillors Matthew GILLESPIE, Jeremy SMITH, Steven VAN WYK and Scott ZEHR.

Members Absent: Deputy Mayor Brad SMITH and Councillor Scott RUDY.

Staff Present: CAO-Treasurer Karen DePrest, Clerk Will Jaques, CBO John Scherer, Public Works Manager Tom Lightfoot, Fire Chief Scott Alexander and Human Resources/ Health and Safety Officer Jennifer Albrecht.

Mayor SCHAEFER welcomed everyone to the meeting. Councillor SMITH noted that February 18-24, 2024, is "Freedom to Read Week" in Canada. Mayor SCHAEFER noted that the "Coldest Night of the Year" event is being held on February 24, 2024.

Approve
Agenda

1. Moved by: Scott ZEHR
Seconded by: Steven VAN WYK
Resolved that Council approve the agenda for the February 21, 2024, meeting as printed and circulated.

CARRIED.

PECUNIARY INTERESTS:

- None.

Confirm
Minutes -
Council

2. Moved by: Jeremy SMITH
Seconded by: Matthew GILLESPIE
Resolved that Council confirm the Minutes of the February 7, 2024, Council Meeting, as printed and circulated.

CARRIED.

Confirm
Minutes -
Special Council

3. Moved by: Steven VAN WYK
Seconded by: Scott ZEHR
Resolved that Council confirm the Minutes of the February 13, 2024, Special Council Meeting, as printed and circulated.

CARRIED.

Correspondence & Reports – No Resolutions:

- None.

Correspondence & Reports – Resolutions
Following:

OSUM – 2024
Conference

4. Moved by: Matthew GILLESPIE
Seconded by: Scott ZEHR
Resolved that Council approve the attendance of the following members at the 2024 OSUM Conference, to be held May 1-3, 2024, in Orillia:
- Jeremy Smith

CARRIED.

Staff Report
#HRSC2024-02
re: HR Updates
-Vacation Policy

Human Resources/ Health and Safety Officer
Jennifer Albrecht presented her report to Council regarding an update to the Vacation Policy.

5. Moved by: Jeremy SMITH
Seconded by: Scott ZEHR
Resolved that Council approve the recommended update to Policy #4.01 - Vacation Policy, as attached to Staff Report #HRSC2024-02.

CARRIED.

2024 Budget
Public Meeting -
Open

6. Moved by: Steven VAN WYK
Seconded by: Scott ZEHR
Resolved that Council does now adjourn to a Public Meeting for consideration of the 2024 Budget, at 7:17 p.m.

CARRIED.

CAO Karen DePrest highlighted the proposed 2024 budget. Members of Council discussed items related to the proposed 2024 budget. Ratepayer Steve Killing was present and asked various questions regarding the proposed budget.

Adjourn Budget
Public Meeting -
Council
Reconvene

7. Moved by: Jeremy SMITH
Seconded by: Scott ZEHR
Resolved that the Public Meeting does now adjourn and Council reconvenes at 7:32 p.m.

CARRIED.

By-law: 8. Moved by: Matthew GILLESPIE
 1st & 2nd Seconded by: Steven VAN WYK
 Reading Resolved that the following by-law be read a first
 and second time:

- 2024-06 – Actual Cost By-law (Witzel Drain)

CARRIED.

By-law: 9. Moved by: Jeremy SMITH
 3rd & Final Seconded by: Scott ZEHR
 Reading Resolved that the following by-law be read a third
 and final time:

- 2024-06 – Actual Cost By-law (Witzel Drain)

CARRIED.

Other and Council asked questions of staff regarding both the
 Unfinished Secondary Plan and Strategic Plan processes.
 Business

Confirming 10. Moved by: Scott ZEHR
 By-law Seconded by: Jeremy SMITH
 Resolved that By-law #2024-07 being a by-law to
 confirm the proceedings of Council held
 Wednesday February 21, 2024, be read a first,
 second and third time this 21st day of February,
 2024;

And further that the Mayor and Clerk are hereby
 authorized to sign the same and affix the corporate
 seal thereto.

CARRIED.

Adjourn 11. Moved by: Steven VAN WYK
 Seconded by: Scott ZEHR
 Resolved that Council does now adjourn at
7:39 p.m.

CARRIED.

Will Jaques, Clerk

Phil Schaefer, Mayor



2/27/2024

RE: Request for Exemption from Municipal Alcohol Policy

Greetings EZT Council,

The Tavistock Royals Hockey Club wish to apply for delegation at the next council meeting to request an exemption to allow us to continue to serve in or behind the seated area at our upcoming playoff home games.

Sun Feb 11th 1pm-4pm (actual attendance 286) – 1 security guard was staffed

Sat Feb 17th 7pm-10pm (actual attendance 384) – 1 security guard was staffed

Fri Feb 23rd 8pm-11pm (actual attendance 261) – 1 security guard was staffed

Sun Mar 3rd 2pm-5pm (estimated attendance 375) – 1 security guard is ordered

Sun Mar 10th 2pm-5pm (estimate attendance 375) – 1 security guard is ordered

Sun Mar 17th 2pm-5pm (estimated attendance 375) – 1 security guard is ordered

We continue to have our hired security count the # of patrons at the main entrance to the arena to allow us to adjust the # of guards as necessary.

Sincerely,

Kyle Wynette

President

Tavistock Royals Hockey Club

taviroyals@gmail.com





Township of East Zorra-Tavistock Development Charge Background Study

Council Meeting
March 6, 2024



Introduction

- Provide an overview of the draft D.C. calculations and municipal comparisons;
- Review D.C. by-law policies, including D.C. exemptions
- Provide estimated financial impacts of statutory and non-statutory D.C. by-law policies



Simplified D.C.A. Methodology/Calculation

Identify Amount, Type, and Location of Residential and Non-Residential Growth

- Eligible D.C. Services
- Increase in Need for Service must not exceed average historical level of service over prior 15-year period
- Expression of Council that needs will be met

Increase in Need for Service to Accommodate Growth

Identify Capital Costs to Provide Service

- Deduct:
1. Uncommitted excess capacity
 2. Grants, subsidies and contributions
 3. Benefit to existing development

D.C. Recoverable Cost of Infrastructure to Accommodate Growth



D.C. per Residential Unit

Development Charges

D.C. per sq.ft. of Non-Residential Development





Growth Forecast

Mid-2024 to Mid-2033

Time Horizon	Residential		Non-Residential	
	Net Population	Residential Units	Employment	Sq.m. of G.F.A.
Mid-2024	8,250	3,319	2,107	
Mid-2034	9,733	4,063	2,351	
Incremental Change				
10-year	1,483	744	244	24,536



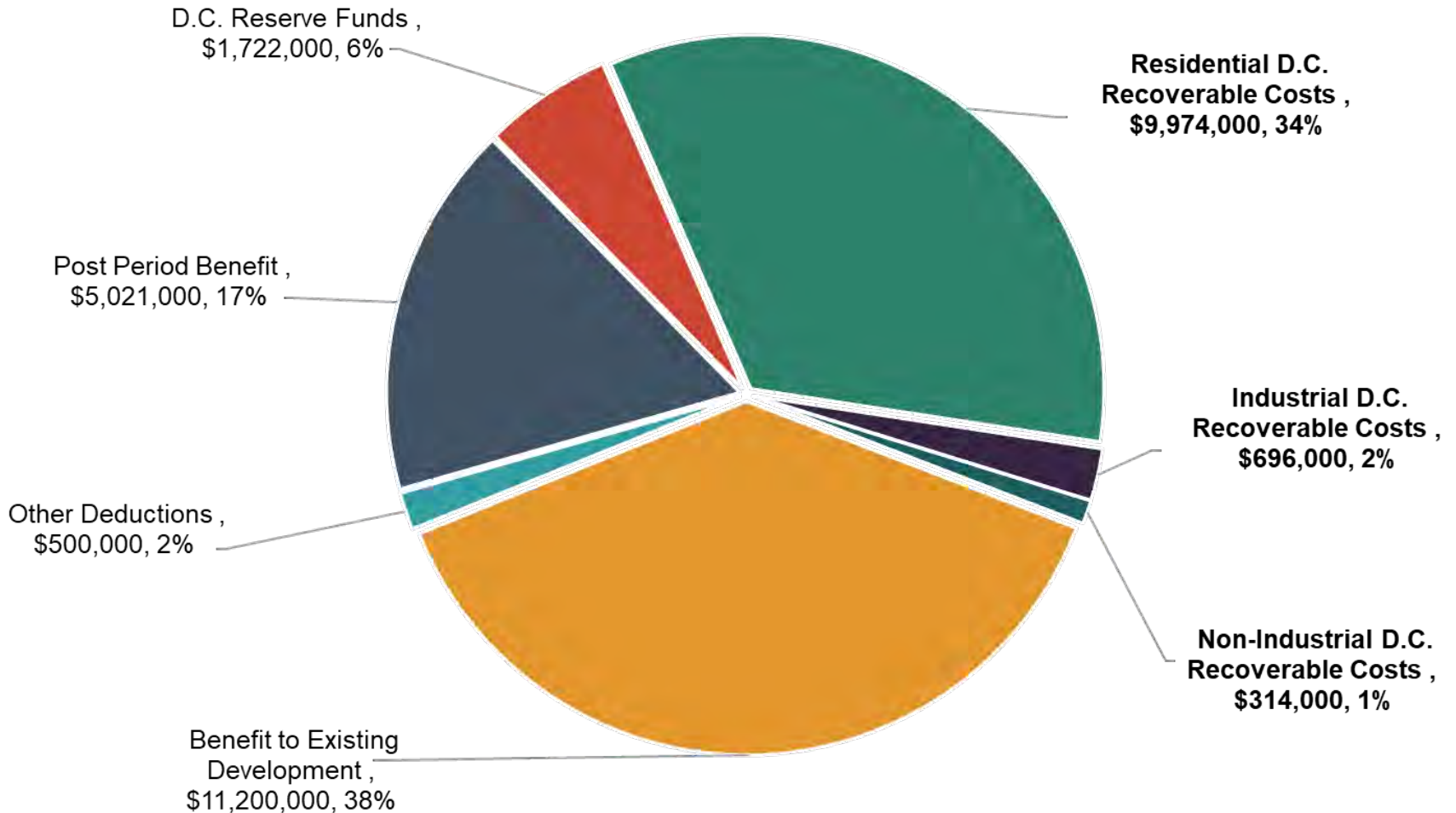
Increase in Need for Service

- 10-Year (2024-2033)
 - Services Related to a Highway
 - Fire Protection Services
 - Parks and Recreation Services
- See Technical Appendix



Anticipated Capital Needs

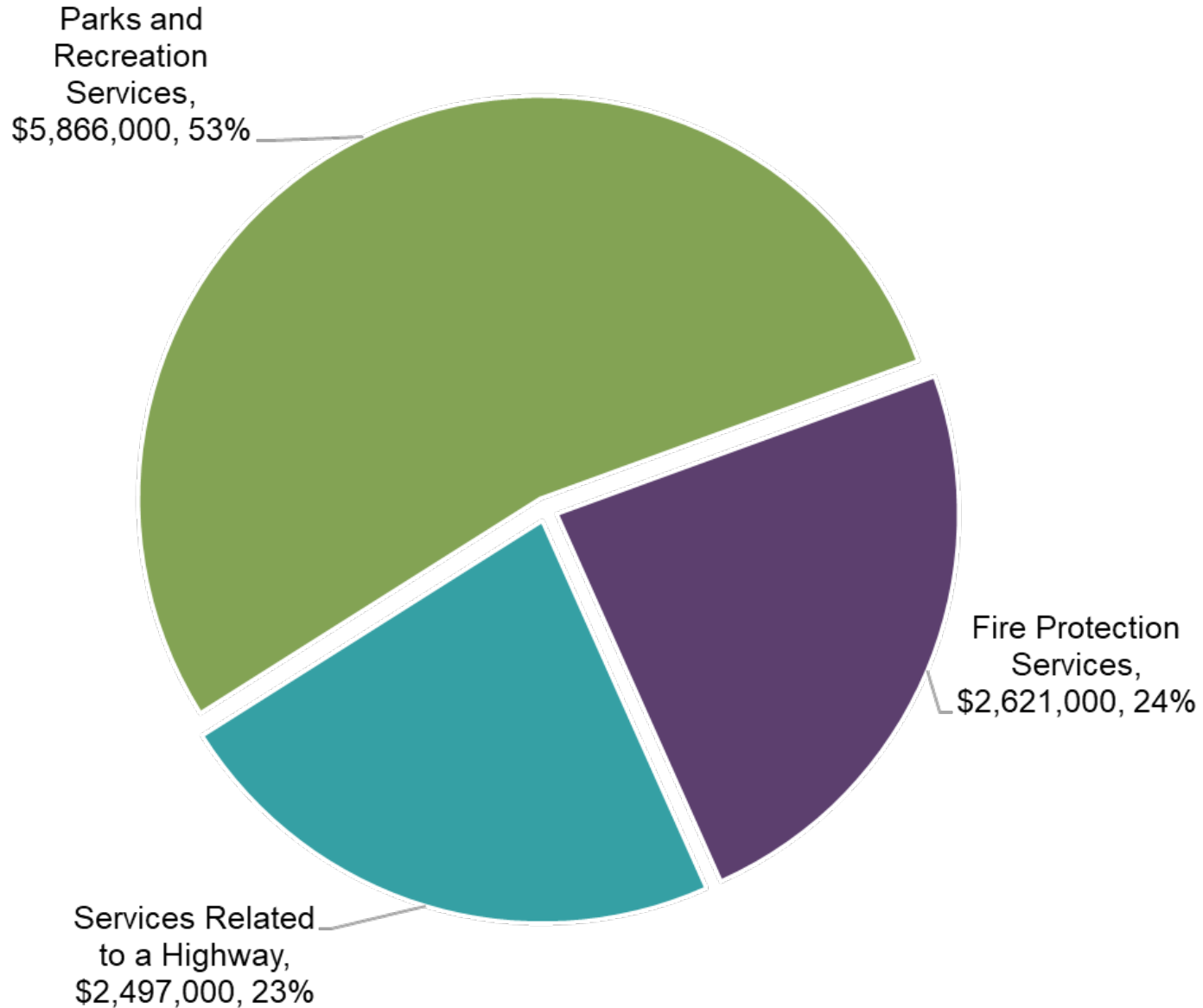
Gross Capital Costs (\$29.9 million)





D.C. Recoverable Costs

\$11 Million





Major Growth-Related Capital Projects

Service Area	Gross Capital Costs	D.C. Recoverable Costs
Fire Protection Services		
New Hickson Fire Hall	\$3 M	\$1 M
Aerial Apparatus	\$2.1 M	\$2 M
Services Related to a Highway		
Hickson Public Works Garage and Cold Storage	\$2.3 M	\$1.5 M
Major Rehabilitation and Resurfacing	\$9 M	\$1.3 M
13th Line/William Street and Box Culvert 2021 Urbanization	\$1 M	\$0.5 M
Parks and Recreation		
Hickson Public Works Garage and Cold Storage (Parks share)	\$0.5 M	\$0.5 M
Expansion to TDRC	\$10 M	\$5 M

Calculated Schedule of D.C.s



Service	RESIDENTIAL				NON-RESIDENTIAL	
	Single and Semi-Detached Dwelling	Other Multiples	Apartments - 2 Bedrooms +	Apartments - Bachelor and 1 Bedroom	(per sq.m. of Gross Floor Area)	(per Wind Turbine)
Municipal Wide Services						
Services Related to a Highway	3,344	2,383	1,909	1,212	14.18	3,344
Fire Protection Services	3,568	2,542	2,036	1,293	15.13	3,568
Parks and Recreation Services	8,717	6,211	4,975	3,158	11.95	
Total Municipal Wide Services	15,629	11,136	8,920	5,663	41.25	6,912
Year 1 Charge (80% of Full Charge)	12,503	8,909	7,136	4,530	33.00	5,530



D.C. Comparison

Residential (Single Detached) Comparison

Service	Current	Calculated (2024\$)	Change (\$)	Change (%)
Municipal Wide Services:				
Services Related to a Highway	5,283	3,344	(1,938)	-37%
Fire Protection Services	1,778	3,568	1,789	101%
Parks and Recreation Services	96	8,717	8,620	8961%
Growth-Related Studies	365	-	(365)	-100%
Total Municipal Wide Services	7,522	15,629	8,107	108%
Year 1 Charge (80% of Full Charge)	7,522	12,503	4,981	66%

Non-Residential (per sq.m.) Comparison

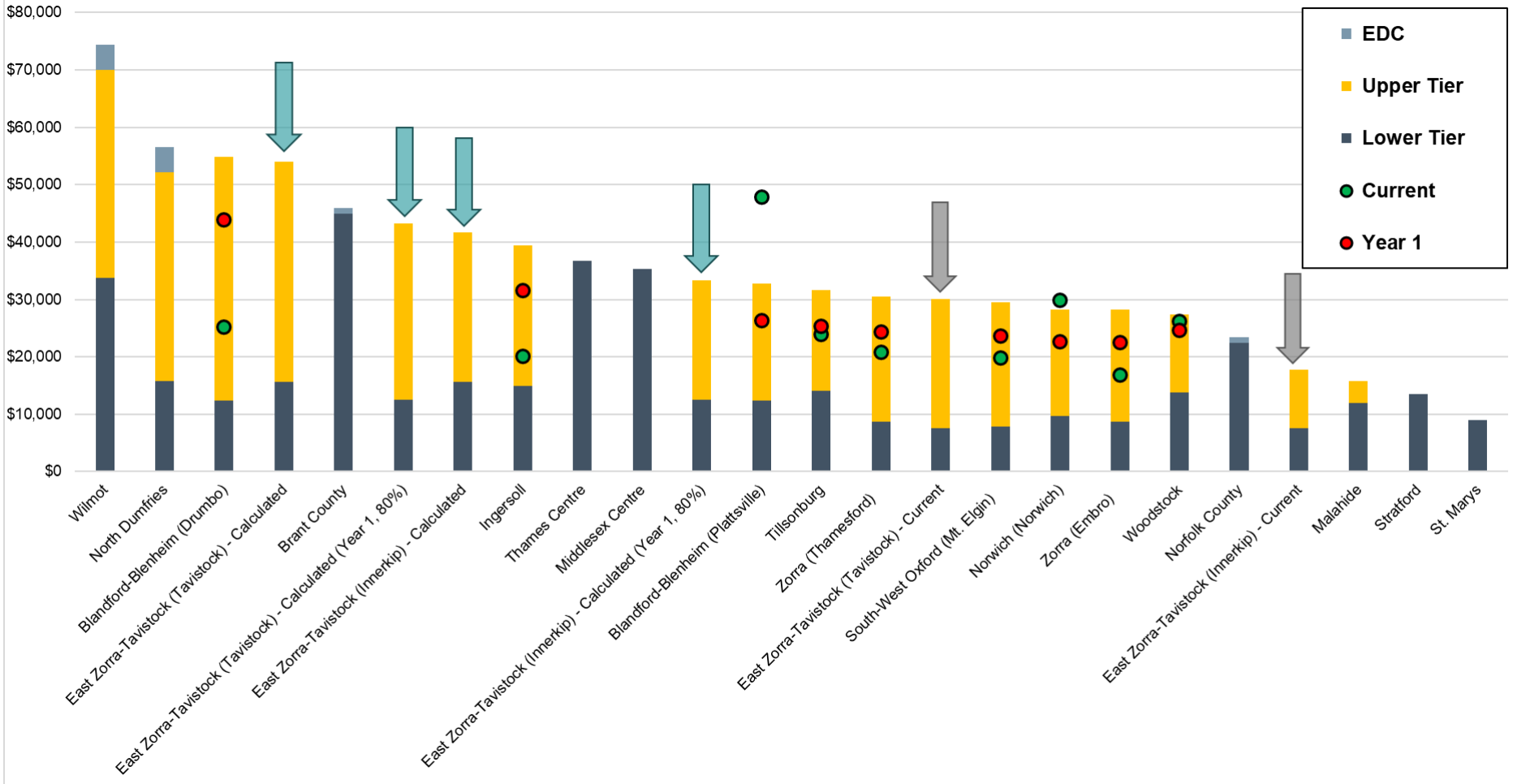
Service	Current	Calculated (2024\$)	Change (\$)	Change (%)
Municipal Wide Services:				
Services Related to a Highway	22.06	14.18	(7.89)	-36%
Fire Protection Services	7.43	15.13	7.70	104%
Parks and Recreation Services	0.17	11.95	11.78	6883%
Growth-Related Studies	1.52	-	(1.52)	-100%
Total Municipal Wide Services	31.18	41.25	10.07	32%
Year 1 Charge (80% of Full Charge)	31.18	33.00	1.82	6%



Municipal Comparison

Per Single Detached Residential Dwelling Unit

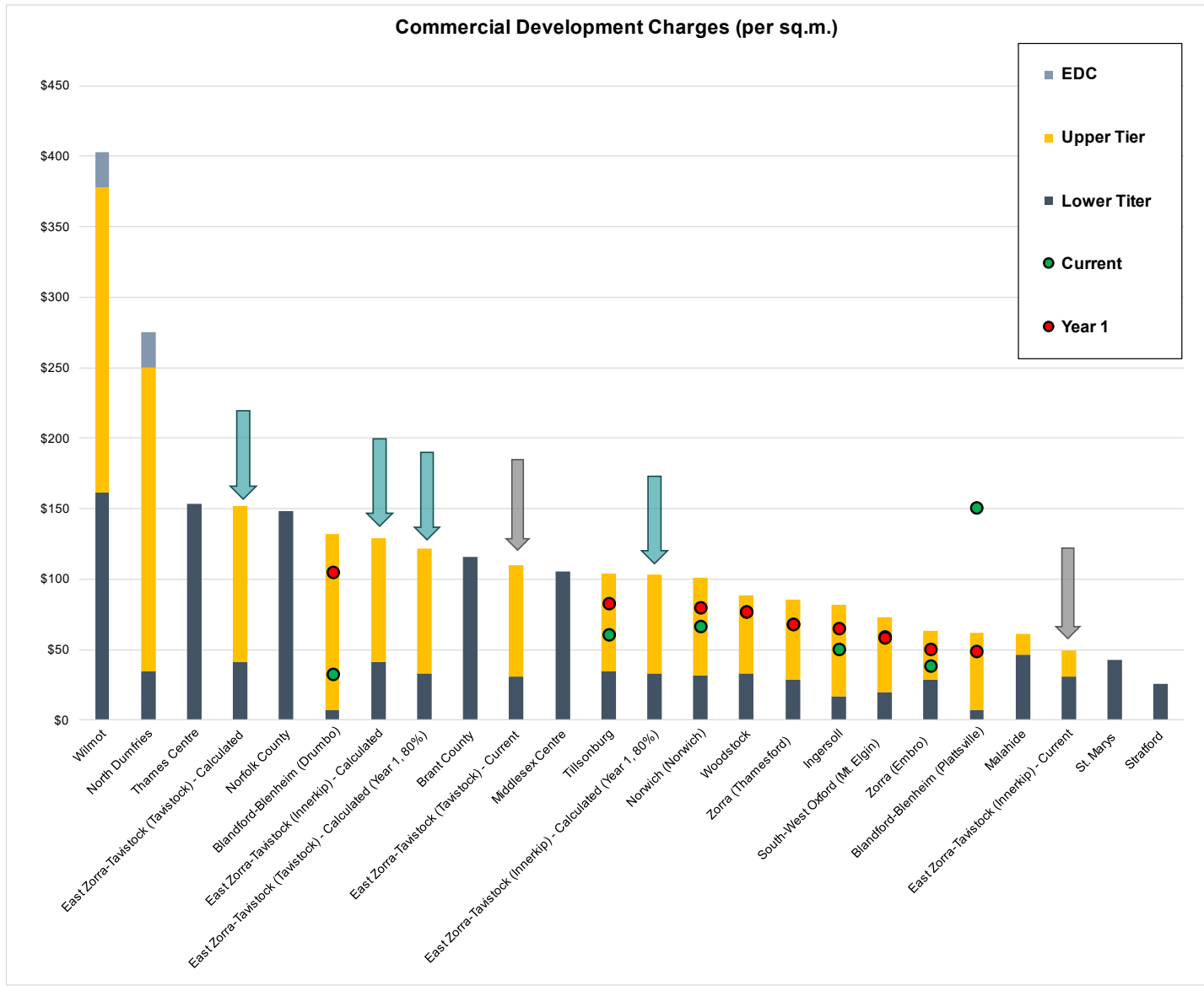
Residential Development Charges (per Single Detached Dwelling)





Municipal Comparison

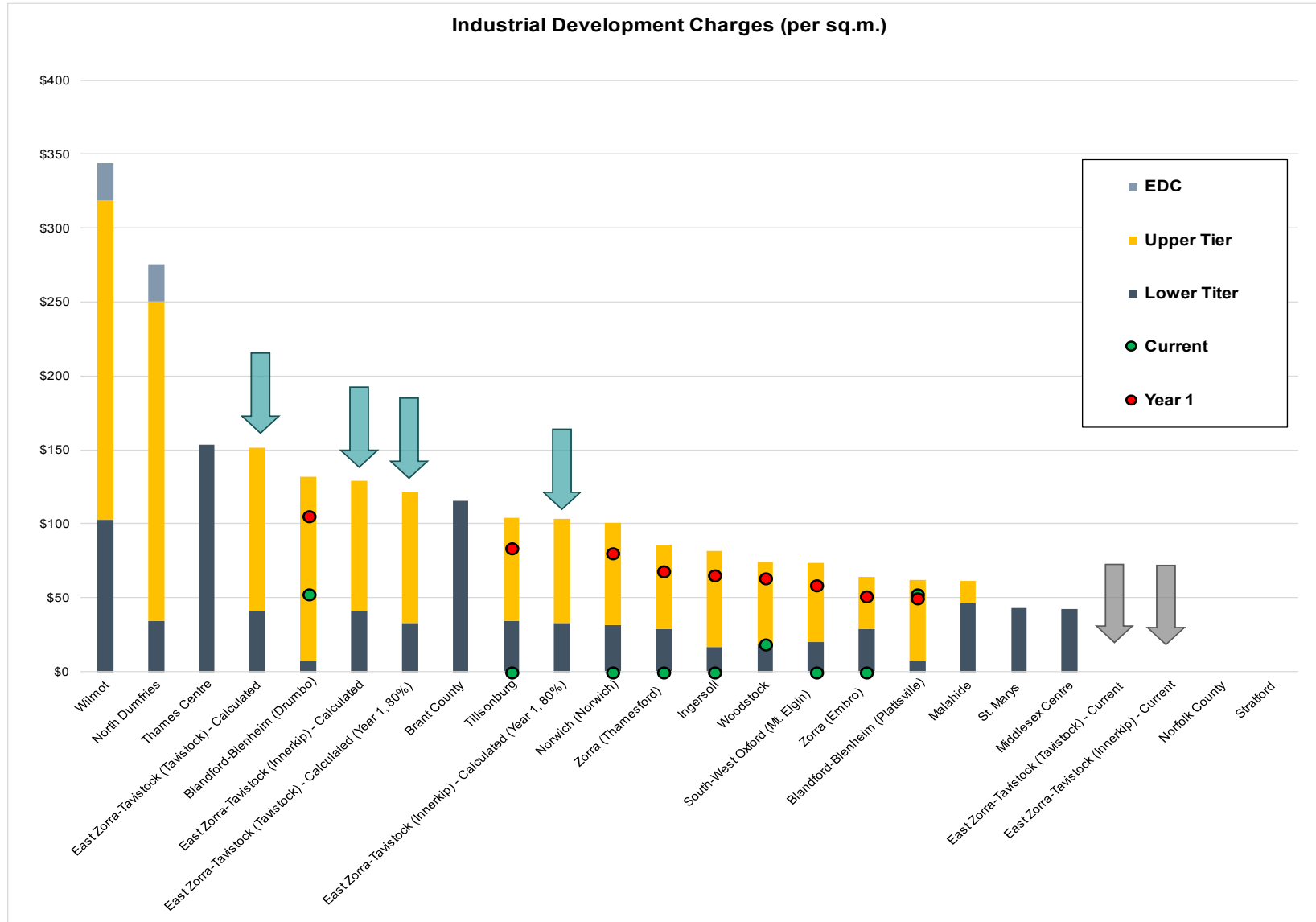
\$ per Square Meter of Commercial Gross Floor Area





Municipal Comparison

\$ per Square Meter of Industrial Gross Floor Area



Development Charges

D.C. By-law Policies



D.C. By-Law Policies

Timing of Collection

- D.C.s are calculated and collected at building permit issuance
 - D.C.s may also be paid before or after they otherwise would be payable through agreement
- D.C.s for developments proceeding through Site Plan or Zoning By-law Amendment will be determined based on the charges in effect on the day of the application
- Rental housing and institutional developments would pay D.C.s in 6 equal annual payments, commencing from the date of occupancy
 - Interest to be imposed where D.C.s are calculated at time of Site Plan or Zoning By-law Amendment application and for mandatory installment payments (rental housing and institutional development)



D.C. By-Law Policies

D.C. Exemptions

- The Act provides for some mandatory exemptions but also gives municipalities the ability to provide their own exemptions
- The Act is specific in identifying that the revenue forgone may not be made up by increasing the D.C.s for other classes of development
 - In effect, it is a loss of revenue to the municipality which will have to be funded via taxes, rates, reserves or other financial resources
 - Financial impacts of D.C. exemptions and reductions have been assessed



D.C. By-Law Policies

Statutory D.C. Exemptions

- Upper/Lower Tier Governments and School Boards
- Development of lands intended for use by a university that received operating funds from the Government
- Existing industrial building expansions (may expand by 50% with no D.C.)
- Additional residential units in existing and new residential buildings (*revised through Bill 23*):
 - May add up to two apartments for a single detached, semi-detached or row house (only one unit can be in an ancillary structure)
 - One additional unit or 1% of the units in an existing rental residential building with four or more residential units



D.C. By-Law Policies

Statutory D.C. Exemptions

- Non-profit housing (*Added through Bill 23*)
- Inclusionary zoning affordable housing units (*Added through Bill 23*)
- Additional exemptions for affordable and attainable units to be exempt upon proclamation by the Lieutenant Governor units (*Added through Bill 23*)
- Discount for rental housing development:
 - >2 bedrooms - 25% discount
 - 2 bedrooms - 20% discount
 - <2 bedrooms - 15% discount
- Mandatory reduction of D.C. (Maximum charge of 80%, 85%, 90%, 95%, 100% for first 5 Years of the by-law)



Statutory and Non-Statutory Exemptions

Non-Statutory D.C. Exemptions

Exemption	County of Oxford	Blandford-Blenheim	East Zorra-Tavistock	Ingersoll	Norwich	Tillsonburg	South-West Oxford	Zorra
1. Non-residential uses		Excl. Industrial		✓	✓	✓		
2. Industrial buildings	✓		✓	✓	✓	✓	✓	✓
3. Non-residential farm building	✓	✓	✓	✓	✓	✓	✓	✓
4. Places of worship	✓	✓	✓	✓	✓	✓	✓	✓
5. Public hospitals	✓	✓	✓	✓	✓	✓	✓	✓
6. Development in Central Business District and Entrepreneurial Area	✓			✓		✓		
7. Temporary buildings and structures	✓	✓	✓	✓	✓	✓	✓	✓
8. Long-term care home	✓	✓	✓	✓	✓	✓	✓	✓
9. Affordable housing	✓	✓	✓	✓	✓	✓	✓	✓
10. Temporary dwelling units	✓	✓	✓	✓	✓	✓	✓	✓
11. Private Schools	✓							



Non-Statutory Exemptions

2024 D.C. Study Consideration

- Removal of industrial D.C. exemptions is proposed
 - Anticipated 10-year industrial revenue (net of revenue loss associated with statutory phase-in) is estimated to be **\$0.6 million**
 - Majority of municipalities in South-Western Ontario outside of Oxford County impose industrial D.C.s
- Consideration being given to charging D.C.s on farm bunk houses for seasonal workers
 - Charge would be imposed per bed based on Ministry of Health occupancies

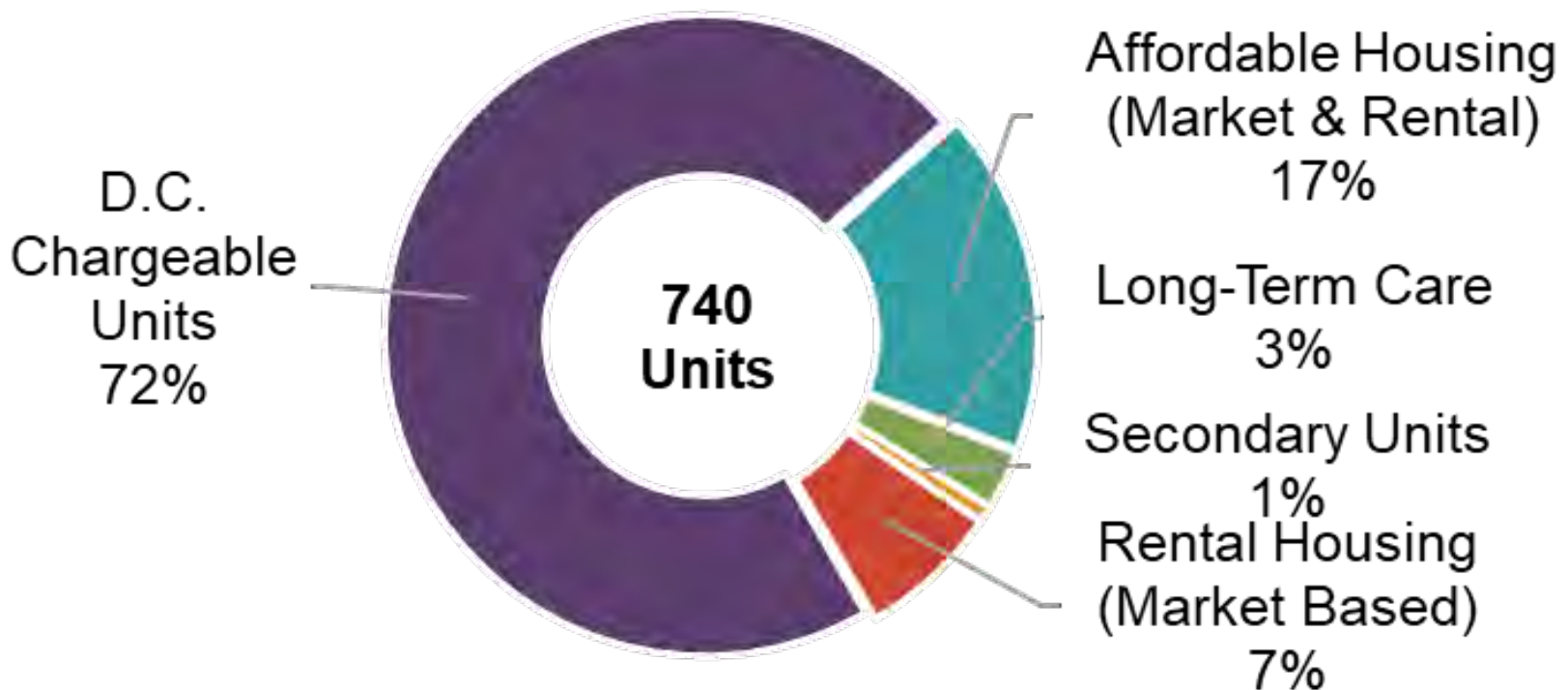
Financial Impacts of D.C. Exemptions and Reductions





Financial Impacts of D.C. Exemptions and Reductions

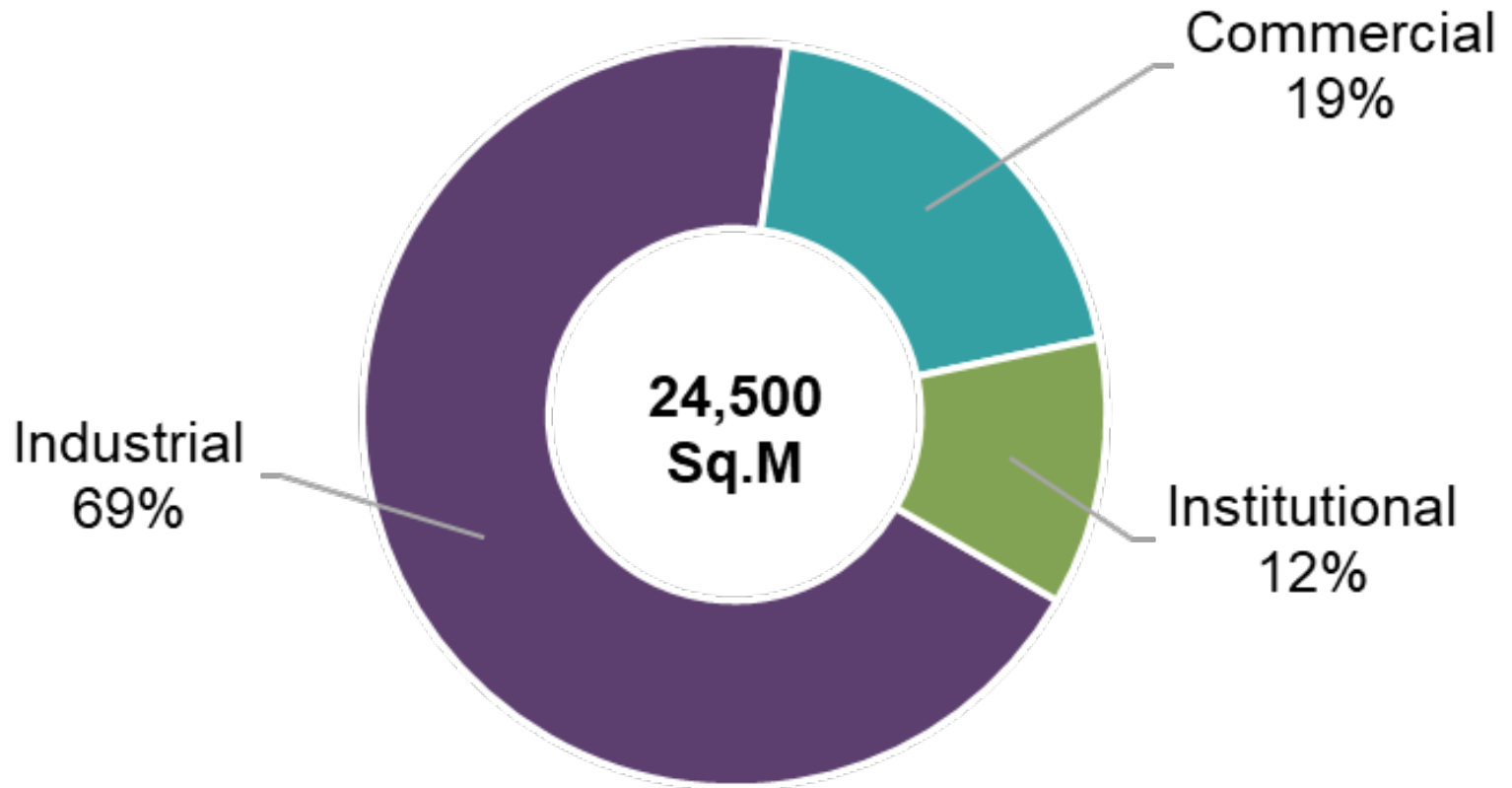
2024-2033 Residential Units (Municipal-Wide)





Financial Impacts of D.C. Exemptions and Reductions

2024-2033 Non-Residential GFA





Financial Impacts of D.C. Exemptions and Reductions

D.C. Exemption/Reduction	10-Year Cost
Industrial	\$0.6 M
Affordable Housing	\$1.5 M
D.C. Phase-In ¹	\$1.1 M
Non-Profit Housing (LTC)	\$0.1 M
Rental Reduction	\$0.1 M
Secondary Units	\$0.1 M
Other ²	\$0.1 M
Subtotal (Statutory Exemptions)	\$3 M
Total Exemptions	\$3.6 M

1. Assumes new by-laws still passed every 5-years.
All other impacts are net of Phase-in revenue loss

2. Other includes Municipal Facilities, Agricultural, Places of Worship



D.C. By-Law Policies

Redevelopment Credits

- Redevelopment credits on conversions or demolitions of existing buildings or structures are generally granted to recognize what is being replaced on site (not specific in the Act but provided by case law)
- Redevelopment must occur within 5 years of demolition
- The credit cannot exceed the amount of D.C.s that would otherwise be payable
- No credit is available if the use that was demolished/converted would be exempt under this by-law or was not capable of being occupied
- Refund may be available if the existing building cannot be demolished until after construction of the new building.



D.C. By-Law Policies

By-Law Administration

- Separate by-law for each service area to be imposed
- Charge to be phased in on the anniversary date of the by-laws (i.e., June 13th)
- D.C.A. allows for adjustment of charges to reflect underlying cost increases and reduces municipal cash flow impact between statutory by-law reviews
 - Mandatory indexing to occur on anniversary date of by-law (i.e., June 13th)
 - Mandatory indexing currently in each year on April 1st



Next Steps

Draft Timing

- Present to development industry stakeholders – **March 18, 2024**
- Release background study publicly – **By April 5, 2024 (60 days prior to by-law passage)**
- Public Meeting of Council – **May 1, 2024**
- By-law Passage – **June 5, 2024** (By-law effective on June 13, 2024)

Discussion

Technical Appendix

Historical Level of Service Calculations and Capital Needs

Services Related to a Highway

Infrastructure Costs Included in the Development Charges Calculation

Township of East Zorra-Tavistock
 Service: Services Related to a Highway

Prj. No	Increased Service Needs Attributable to Anticipated Development 2024-2033	Timing (year)	Gross Capital Cost Estimate (2024\$)	Post Period Benefit	Other Deductions	Net Capital Cost	Less:		Potential D.C. Recoverable Cost		
							Benefit to Existing Development	Grants, Subsidies and Other Contributions Attributable to New Development	Total	Residential Share 86%	Non-Residential Share 14%
	Public Works										
1	Hickson Public Works Garage	2024	1,750,000	-	437,500	1,312,500	-		1,312,500	1,128,750	183,750
2	Hickson Public Works Cold Storage	2024	500,000	-	62,500	437,500	250,000		187,500	161,250	26,250
	Roads										
3	Major Rehabilitation and Resurfacing	2024-2033	9,038,200	-		9,038,200	7,702,000		1,336,200	1,149,132	187,068
4	NPV Principal Payment - Innerkip Debenture (Queen St.)	2024-2026	358,156	-		358,156	304,400		53,756	46,230	7,526
5	NPV Interest Payment - Innerkip Debenture (Queen St.)	2024-2026	27,248	-		27,248	23,200		4,048	3,482	567
6	13th Line/William Street and Box Culvert 2021 Urbanization	2024	1,000,000	-		1,000,000	550,000		450,000	387,000	63,000
	Vehicles										
7	Heavy Duty Vehicle (Sweeper/Tandem)	2024-2033	489,400	-		489,400	-		489,400	420,884	68,516
			-	-		-	-		-	-	-
	Reserve Fund Adjustment		-	-		-	-		(1,336,362)	(1,149,271)	(187,091)
	Total		13,163,004	-	500,000	12,663,004	8,829,600	-	2,497,043	2,147,457	349,586

**Township of East Zorra-Tavistock
Service Standard Calculation Sheet**

Service: Services Related to a Highway - Roads
Unit Measure: km of roadways

Description	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024 Value (\$/km)
Collectors - Rural	195.9	201.9	201.9	201.9	201.9	201.9	201.9	201.9	201.9	201.9	201.9	201.9	185.9	185.9	185.9	\$241,800
Collectors - Urban	18.6	18.6	18.6	18.6	18.9	18.9	18.9	18.9	18.9	18.9	18.9	18.9	18.9	18.9	18.9	\$483,700
Total	214.5	220.5	220.5	220.5	220.8	220.8	220.8	220.8	220.8	220.8	220.8	220.8	204.8	204.8	204.8	

Population	7,014	6,899	6,836	6,921	6,944	6,978	7,069	7,129	7,187	7,144	7,282	7,533	7,841	8,303	8,548
Per Capita Standard	0.0306	0.0320	0.0323	0.0319	0.0318	0.0316	0.0312	0.0310	0.0307	0.0309	0.0303	0.0293	0.0261	0.0247	0.0240

15 Year Average	2009-2023
Quantity Standard	0.0299
Quality Standard	\$262,618
Service Standard	\$7,852

D.C. Amount (before deductions)	10 Year
Forecast Population	1,483
\$ per Capita	\$7,852
Eligible Amount	\$11,644,916

**Township of East Zorra-Tavistock
Service Standard Calculation Sheet**

Service: Services Related to a Highway - Bridges, Culverts & Structures
Unit Measure: Number of Bridges, Culverts & Structures

Description	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024 Value (\$/item)
Bridges	29	29	29	29	29	29	29	29	29	29	29	29	27	27	27	\$4,191,600
Culverts	16	16	16	16	16	16	16	16	16	16	16	16	15	15	15	\$160,600
Total	45	45	45	45	45	45	45	45	45	45	45	45	42	42	42	

Population	7,014	6,899	6,836	6,921	6,944	6,978	7,069	7,129	7,187	7,144	7,282	7,533	7,841	8,303	8,548
Per Capita Standard	0.0064	0.0065	0.0066	0.0065	0.0065	0.0064	0.0064	0.0063	0.0063	0.0063	0.0062	0.0060	0.0054	0.0051	0.0049

15 Year Average	2009-2023
Quantity Standard	0.0061
Quality Standard	\$2,762,503
Service Standard	\$16,851

D.C. Amount (before deductions)	10 Year
Forecast Population	1,483
\$ per Capita	\$16,851
Eligible Amount	\$24,990,433

**Township of East Zorra-Tavistock
Service Standard Calculation Sheet**

Service: Services Related to a Highway - Sidewalks and Active Transportation
Unit Measure: km of sidewalks and active transportation

Description	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024 Value (\$/km)
Sidewalks	19.3	20.4	23.3	23.3	23.3	23.3	23.3	23.3	23.3	23.3	23.3	23.3	27.0	27.0	27.0	\$117,800
Total	19.3	20.4	23.3	23.3	23.3	23.3	23.3	23.3	23.3	23.3	23.3	23.3	27.0	27.0	27.0	

Population	7,014	6,899	6,836	6,921	6,944	6,978	7,069	7,129	7,187	7,144	7,282	7,533	7,841	8,303	8,548
Per Capita Standard	0.0028	0.0030	0.0034	0.0034	0.0034	0.0033	0.0033	0.0033	0.0032	0.0033	0.0032	0.0031	0.0034	0.0033	0.0032

15 Year Average	2009-2023
Quantity Standard	0.0032
Quality Standard	\$118,750
Service Standard	\$380

D.C. Amount (before deductions)	10 Year
Forecast Population	1,483
\$ per Capita	\$380
Eligible Amount	\$563,540

**Township of East Zorra-Tavistock
Service Standard Calculation Sheet**

Class of Service: Public Works - Facilities
Unit Measure: sq.ft. of building area

Description	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024 Bid'g Value (\$/sq.ft.)	Value/sq.ft. with land, site works, etc.
Hickson Road Shop	7,137	7,137	7,137	7,137	7,137	7,137	7,137	7,137	7,137	7,137	7,137	7,137	7,137	7,137	7,137	\$242	\$270
Salt Shed ¹	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	\$242	\$267
Tavistock PW Shed	1,792	1,792	1,792	1,792	-	-	-	-	-	-	-	-	-	-	-	\$242	\$273
Hickson PW Storage Yard Buildings	-	-	-	-	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	\$242	\$313
New Tavistock Shed	-	-	-	-	3,224	3,224	3,224	3,224	3,224	3,224	3,224	3,224	3,224	3,224	3,224	\$242	\$270
Storage Containers (per item)										1	2	2	3	4	5	\$5,150	\$5,150
Sign Storage Building			1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	\$174	\$195
Total	10,129	10,129	11,329	11,329	15,261	15,261	15,261	15,261	15,261	15,262	15,263	15,263	15,264	15,265	15,266		

¹ Land costs included within Hickson Road Shop

Population	7,014	6,899	6,836	6,921	6,944	6,978	7,069	7,129	7,187	7,144	7,282	7,533	7,841	8,303	8,548
Per Capita Standard	1.4441	1.4682	1.6573	1.6369	2.1977	2.1870	2.1589	2.1407	2.1234	2.1363	2.0960	2.0262	1.9467	1.8385	1.7859

15 Year Average	2009-2023
Quantity Standard	1.9229
Quality Standard	\$270
Service Standard	\$520

D.C. Amount (before deductions)	10 Year
Forecast Population	1,483
\$ per Capita	\$520
Eligible Amount	\$770,537

**Township of East Zorra-Tavistock
Service Standard Calculation Sheet**

Class of Service: Public Works - Vehicles & Equipment
Unit Measure: No. of vehicles and equipment

Description	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024 Value (\$/Vehicle)
Pickup Trucks	3	3	3	3	3	3	3	3	3	3	3	4	4	4	4	\$69,900
Graders	2	2	2	2	2	2	2	2	2	2	2	3	3	3	3	\$734,100
Single Axle Dump Truck	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	\$419,500
Tandem Dump Truck	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	\$489,400
Loaders	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	\$167,800
Back Hoe						1	1	1	1	1	1	1	1	1	1	\$251,700
Tractors	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	\$139,800
Drum Style Brush Chipper	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	\$97,900
Flatbed Truck (3-tonne)	-	-	-	1	1	1	1	1	1	1	1	1	1	1	1	\$195,800
Trackless Unit												0.5	0.5	0.5	0.5	\$314,600
Pony Grader												1	1	1	1	\$11,200
Grader Roller													1	2	2	\$41,900
Snowblower												1	1	1	1	\$28,000
Plow (for pickup)														1	1	\$21,000
Retriever														1	1	\$25,200
Total	11.0	11.0	11.0	12.0	12.0	13.0	13.0	13.0	13.0	13.0	15.0	17.5	18.5	21.5	21.5	

Population	7,014	6,899	6,836	6,921	6,944	6,978	7,069	7,129	7,187	7,144	7,282	7,533	7,841	8,303	8,548
Per Capita Standard	0.0016	0.0016	0.0016	0.0017	0.0017	0.0019	0.0018	0.0018	0.0018	0.0018	0.0021	0.0023	0.0024	0.0026	0.0025

15 Year Average	2009-2023
Quantity Standard	0.0019
Quality Standard	\$297,184
Service Standard	\$565

D.C. Amount (before deductions)	10 Year
Forecast Population	1,483
\$ per Capita	\$565
Eligible Amount	\$837,376

Fire Protection Services

Infrastructure Costs Included in the Development Charges Calculation

Township of East Zorra-Tavistock

Service: Fire Protection Services

Prj. No	Increased Service Needs Attributable to Anticipated Development 2024-2033	Timing (year)	Gross Capital Cost Estimate (2024\$)	Post Period Benefit	Net Capital Cost	Less:		Potential D.C. Recoverable Cost		
						Benefit to Existing Development	Grants, Subsidies and Other Contributions Attributable to New Development	Total	Residential Share 86%	Non-Residential Share 14%
1	New Hickson Fire Hall	2026	3,000,000	-	3,000,000	2,040,000		960,000	825,600	134,400
2	Aerial Apparatus	2027	2,060,000	13,426	2,046,574	-		2,046,574	1,760,053	286,520
	Reserve Fund Adjustment							(385,935)	(331,904)	(54,031)
	Total		5,060,000	13,426	5,046,574	2,040,000	-	2,620,639	2,253,750	366,889

**Township of East Zorra-Tavistock
Service Standard Calculation Sheet**

Service: Fire Protection Services - Facilities
Unit Measure: sq.ft. of building area

Description	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024 Bld'g Value (\$/sq.ft.)	Value/sq.ft. with land, site works, etc.
Hickson Fire Station #1	4,600	4,600	4,600	4,600	4,600	4,600	4,600	4,600	4,600	4,600	4,600	4,600	4,600	4,600	4,600	\$350	\$410
Innerkip Fire Station #2	4,560	4,560	4,560	4,560	4,560	4,560	4,560	4,560	4,560	4,560	4,560	4,560	4,560	4,560	4,560	\$350	\$411
Tavistock Fire Station #3	5,232	5,232	5,232	5,232	5,232	5,232	5,232	5,232	5,232	5,232	5,232	5,232	5,232	5,232	5,232	\$350	\$416
Storage Container												1	1	3	3	\$5,150	\$5,150
Total	14,392	14,392	14,392	14,392	14,392	14,392	14,392	14,392	14,392	14,392	14,392	14,393	14,393	14,395	14,395		

Population	7,014	6,899	6,836	6,921	6,944	6,978	7,069	7,129	7,187	7,144	7,282	7,533	7,841	8,303	8,548
Per Capita Standard	2.0519	2.0861	2.1053	2.0795	2.0726	2.0625	2.0359	2.0188	2.0025	2.0146	1.9764	1.9107	1.8356	1.7337	1.6840

15 Year Average	2009-2023
Quantity Standard	1.9780
Quality Standard	\$413
Service Standard	\$816

D.C. Amount (before deductions)	10 Year
Forecast Population	1,483
\$ per Capita	\$816
Eligible Amount	\$1,210,469

**Township of East Zorra-Tavistock
Service Standard Calculation Sheet**

Service: Fire Protection Services - Vehicles & Equipment
Unit Measure: No. of vehicles

Description	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024 Value (\$/Vehicle)
Tanker	3	3	3	3	3	2	2	1	1	1	1	1	1	1	1	\$559,300
Pumper Tanker						1	1	2	2	2	2	2	2	2	2	\$646,700
Pumper	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	\$769,100
Rescue	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	\$419,500
Pick-up Truck (Fire Chief)				1	1	1	1	1	1	1	1	1	1	1	1	\$69,900
ATV and Trailer											1	1	1	1	1	\$73,000
Fire Prevention Officer Vehicle														0.2	0.2	\$69,900
Fire Prevention Trailer			1	1	1	1	1	1	1	1	1	1	1	1	1	\$28,000
Water Rescue Trailer	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	\$28,000
Total	10.0	10.0	11.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	13.0	13.0	13.0	13.2	13.2	

Population	7,014	6,899	6,836	6,921	6,944	6,978	7,069	7,129	7,187	7,144	7,282	7,533	7,841	8,303	8,548
Per Capita Standard	0.0014	0.0014	0.0016	0.0017	0.0017	0.0017	0.0017	0.0017	0.0017	0.0017	0.0018	0.0017	0.0017	0.0016	0.0015

15 Year Average	2009-2023
Quantity Standard	0.0016
Quality Standard	\$470,413
Service Standard	\$753

D.C. Amount (before deductions)	10 Year
Forecast Population	1,483
\$ per Capita	\$753
Eligible Amount	\$1,116,195

**Township of East Zorra-Tavistock
Service Standard Calculation Sheet**

Service: Fire Protection Services - Small Equipment and Gear
Unit Measure: No. of equipment and gear

Description	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024 Value (\$/item)
Personal FF Equipment	57	57	57	57	57	57	57	57	57	57	57	57	57	57	63	\$9,500
Extrication Equipment	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	\$51,500
SCBA Packs	45	45	45	45	45	45	45	45	45	45	45	45	45	45	45	\$8,200
SCBA Masks	63	63	63	63	63	63	63	63	63	63	63	63	63	63	63	\$400
SCBA Bottles	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	\$1,200
SCBA Fill Station	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	\$51,500
Air Bags	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	\$10,300
Communications System	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	\$82,400
Pagers	57	57	57	57	57	57	57	57	57	57	57	57	57	57	63	\$700
Total	350	350	350	350	350	350	350	350	350	350	350	350	350	350	362	

Population	7,014	6,899	6,836	6,921	6,944	6,978	7,069	7,129	7,187	7,144	7,282	7,533	7,841	8,303	8,548
Per Capita Standard	0.0499	0.0507	0.0512	0.0506	0.0504	0.0502	0.0495	0.0491	0.0487	0.0490	0.0481	0.0465	0.0446	0.0422	0.0423

15 Year Average	2009-2023
Quantity Standard	0.0482
Quality Standard	\$4,113
Service Standard	\$198

D.C. Amount (before deductions)	10 Year
Forecast Population	1,483
\$ per Capita	\$198
Eligible Amount	\$293,975

Parks and Recreation Services

Infrastructure Costs Included in the Development Charges Calculation

Township of East Zorra-Tavistock
 Service: Parks and Recreation Services

Prj.No	Increased Service Needs Attributable to Anticipated Development	Timing (year)	Gross Capital Cost Estimate (2024\$)	Post Period Benefit	Net Capital Cost	Less:		Potential D.C. Recoverable Cost		
						Benefit to Existing Development	Grants, Subsidies and Other Contributions Attributable to New Development	Total	Residential Share	Non-Residential Share
2024-2033								95%	5%	
1	New Splash Pad	2024-2033	257,500	-	257,500	128,800		128,700	122,265	6,435
2	NPV Principal Payment - Tavistock Park Debenture	2024-2028	94,611	-	94,611	65,100		29,511	28,036	1,476
3	NPV Interest Payment - Tavistock Park Debenture	2024-2028	11,133	-	11,133	7,700		3,433	3,261	172
4	Parkland Development	2024-2033	241,800	-	241,800	-		241,800	229,710	12,090
5	Expansion to TDRC	2024-2033	10,000,000	5,007,614	4,992,386	-		4,992,386	4,742,767	249,619
6	Trackless	2025	314,600	-	314,600	-		314,600	298,870	15,730
7	Parks Utility Vehicle	2024-2033	20,600	-	20,600	17,600		3,000	2,850	150
8	Innerkip Washroom Expansion and Upgrade	2024	223,222	-	223,222	111,600		111,622	106,041	5,581
9	Hickson Public Works Garage (Parks share)	2024	437,500	-	437,500	-		437,500	415,625	21,875
10	Hickson Cold Storage (Parks share)	2024	62,500	-	62,500	-		62,500	59,375	3,125
			-	-	-	-		-	-	-
	Reserve Fund Adjustment		-	-	-	-		(458,854)	(435,911)	(22,943)
	Total		11,663,466	5,007,614	6,655,852	330,800	-	5,866,198	5,572,888	293,310

**Township of East Zorra-Tavistock
Service Standard Calculation Sheet**

Service: Parkland Amenities
Unit Measure: No. of parkland amenities/Ha.

Description	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024 Value (\$/item)
Hickson Baseball Diamonds - Lit	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	\$322,500
Innerkip Baseball Diamonds - Lit	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	\$322,500
Tavistock - Queen's Baseball Diamonds	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	\$322,500
Unlit Baseball Diamonds	2.00	2.00	2.00	2.00	2.00	2.00	2.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	\$161,200
Multi-Use Court (Tennis/Basketball)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	\$257,500
Play Structures	5.00	5.00	5.00	5.00	6.00	6.00	7.00	8.00	8.00	8.00	8.00	8.00	7.00	6.00	6.00	\$120,900
Volleyball Court	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	-	\$16,100
Innerkip Pavilions	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	\$1,128,500
Hickson Pavilion	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	\$1,934,600
Tavistock Pavilion	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	\$372,800
Storage Shed	1.00	1.00	1.00	1.00	1.00	2.00	2.00	3.00	3.00	5.00	5.00	5.00	5.00	5.00	5.00	\$744,700
Paved Parking Lots (Ha.)	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	\$886,600
Gravel Parking Lots (Ha.)	0.88	0.88	0.88	1.04	1.04	1.04	1.04	1.04	1.04	1.04	1.04	1.04	1.04	1.04	1.04	\$483,700
Total	20.84	20.84	20.84	21.00	22.00	23.00	24.00	27.00	27.00	29.00	29.00	29.00	28.00	27.00	26.00	

Population	7,014	6,899	6,836	6,921	6,944	6,978	7,069	7,129	7,187	7,144	7,282	7,533	7,841	8,303	8,548
Per Capita Standard	0.0030	0.0030	0.0030	0.0030	0.0032	0.0033	0.0034	0.0038	0.0038	0.0041	0.0040	0.0038	0.0036	0.0033	0.0030

15 Year Average	2009-2023
Quantity Standard	0.0034
Quality Standard	\$452,724
Service Standard	\$1,539

D.C. Amount (before deductions)	10 Year
Forecast Population	1,483
\$ per Capita	\$1,539
Eligible Amount	\$2,282,723

**Township of East Zorra-Tavistock
Service Standard Calculation Sheet**

Service: Parkland Trails
Unit Measure: Linear Kilometres of Paths and Trails

Description	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2023 Value (\$/ Linear km)
Paved - Unlit	-	0.5	1.3	1.3	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	\$35,600
Paved - Lit	-	-	-	-	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	\$47,300
Total	-	0.5	1.3	1.3	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	

Population	7,014	6,899	6,836	6,921	6,944	6,978	7,069	7,129	7,187	7,144	7,282	7,533	7,841	8,303	8,548
Per Capita Standard	-	0.0001	0.0002	0.0002	0.0002	0.0002	0.0002	0.0002	0.0002	0.0002	0.0002	0.0002	0.0002	0.0002	0.0002

15 Year Average	2009-2023
Quantity Standard	0.0002
Quality Standard	\$36,350
Service Standard	\$7

D.C. Amount (before deductions)	10 Year
Forecast Population	1,483
\$ per Capita	\$7
Eligible Amount	\$10,781

Township of East Zorra-Tavistock
Service Standard Calculation Sheet

Service: Recreation Facilities
Unit Measure: sq.ft. of building area

Description	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024 Bld'g Value (\$/sq.ft.)	Value/sq.ft. with land, site works, etc.
Innerkip Community Centre	2,870	2,870	2,870	2,870	2,870	2,870	2,870	2,870	2,870	2,870	2,870	2,870	2,870	2,870	2,870	\$515	\$599
Tavistock & District Recreation Centre	35,100	35,100	35,100	35,100	35,100	35,100	35,100	35,100	35,100	35,100	35,100	35,100	35,100	35,100	35,100	\$515	\$570
Tavistock Memorial Halls	4,832	4,832	4,832	4,832	4,832	4,832	4,832	4,832	4,832	4,832	4,832	4,832	4,832	4,832	4,832	\$515	\$573
Total	42,802	42,802	42,802	42,802	42,802	42,802	42,802	42,802	42,802	42,802	42,802	42,802	42,802	42,802	42,802		

Population	7,014	6,899	6,836	6,921	6,944	6,978	7,069	7,129	7,187	7,144	7,282	7,533	7,841	8,303	8,548		
Per Capita Standard	6.1024	6.2041	6.2613	6.1844	6.1639	6.1338	6.0549	6.0039	5.9555	5.9913	5.8778	5.6819	5.4587	5.1550	5.0073		

15 Year Average	2009-2023
Quantity Standard	5.8824
Quality Standard	\$572
Service Standard	\$3,366

D.C. Amount (before deductions)	10 Year
Forecast Population	1,483
\$ per Capita	\$3,366
Eligible Amount	\$4,992,386

**Township of East Zorra-Tavistock
Service Standard Calculation Sheet**

Service: Parks & Recreation Vehicles and Equipment
Unit Measure: No. of vehicles and equipment

Description	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024 Value (\$/Vehicle)
Ice Resurfacer	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	\$231,400
Floor Scrubber	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	\$20,600
Zero Steer Mower											1	1	1	1	2	\$28,000
Utility Tractor											1	1	1	1	1	\$111,900
Flail Mower											1	1	1	1	1	\$28,000
Pick-Up Trucks														4	4	\$69,900
Trailers														2	2	\$7,000
Trackless												0.5	0.5	0.5	0.5	\$314,600
Total	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	5.0	5.5	5.5	11.5	12.5	

Population	7,014	6,899	6,836	6,921	6,944	6,978	7,069	7,129	7,187	7,144	7,282	7,533	7,841	8,303	8,548
Per Capita Standard	0.0003	0.0003	0.0003	0.0003	0.0003	0.0003	0.0003	0.0003	0.0003	0.0003	0.0007	0.0007	0.0007	0.0014	0.0015

15 Year Average	2009-2023
Quantity Standard	0.0005
Quality Standard	\$103,660
Service Standard	\$52

D.C. Amount (before deductions)	10 Year
Forecast Population	1,483
\$ per Capita	\$52
Eligible Amount	\$76,864



Prowind
renewables



Power your life green



Our team



185 Team members
in Germany

4 Team members
in Canada (and growing)

12 Team members
in the Netherlands

Team of experts in:

Landscape Management
Electrical Engineering
Construction
Meteorology

Geography / Biology
Technical System Planning
Mechanical Engineering
Law / Tax Law

Economics
Accounting
Psychology
Data Analysis

Our shared Vision



Development of renewable energy systems to ensure a clean environment for humanity and nature, providing communities with access to green and affordable energy.



“Oxford Community Energy Co-operative will be an enabler of a more vibrant and sustainable Oxford County community. The ultimate goal of the co-operative is to support sustainable, joint energy generation from renewable energy sources that are owned by the community, thus allowing shared benefits and economic development in the community.”



Our capabilities



Planning



Community windpark
Innerkip / Cassel

INCA Windfarm

14-18 Turbines – 6.2 to 7.2 MW turbines – 100 to 120 MW
windfarm – Innerkip

8-10 Turbines - 6.2 to 7.2 MW turbines – 60 - 70 MW windfarm
– Cassel

Innerkip / Cassel Land owners:

- Land Option Agreements with Landowners completed for 19 turbines – still open for a small number of additional units
- Early participation in selecting the best location and access points
- Negotiate together to achieve a fair value for their land
- Honesty and mutual problem-solving attitude
- We want to understand their needs
- Development is a 5-year process
- Requires government approval – New IESO LT 2 RFP
- Requires Municipal support
- First Nations participation is important to us
- Community participation is critical





Our local project



Community windpark Gunn's Hill

Turbines: 10 Senvion Turbines, 1.8 MW turbines

Shareholders: Community members in Oxford County and Ontario, Landowners and First Nations

Participation:

- Oxford Community Energy Co-op
- Community information sessions
- Land owner consultation
- Environmental Agencies
- Assigning contracts to local businesses

Environmental fund of \$25,000.- per year, which is being regulated by the local energy coop

Education Bursary of \$8,000 annually for Indigenous Students





Numbers



- ▶ 25 to 28 turbines over 43 square kilometers
(10,000 acres – average windfarm density in Ontario is 4-6 turbines per 1,000 acres)
- ▶ Total capacity up to 200 MW
- ▶ Annual production is estimated 596 GWh
- ▶ Capital investment 500 – 600 million CND
- ▶ Employment during construction over 250 people
- ▶ Focus on local resources for BOP construction
- ▶ Local community investment could be north of 30 million
- ▶ Gunn's Hill Project as a blueprint for community investment



Why plan a Community windpark now?

Summary

Emerging energy need: Forecasts project a need for approximately **5 TWh** of energy beginning in 2030 and expected to grow significantly through the 2030s

LT2 RFP procurement focus: The LT2 RFP will focus on meeting system needs in the 2030 to 2034 timeframe, with an anticipated target of **~2,000 MW**

Participation in the LT2 RFP: The LT2 RFP will be open to all non-emitting resources that can inject energy into the market, be fully operational by the milestone date for commercial operation (COD) and meet potential financial and experience requirements



Community windpark Innerkip / Cassel

What we want to do:

- We are located in Oxford County and want to support the county to reach their zero emissions goal
- Want to be transparent with the municipalities and the county
- We want to submit a bid for 200 MW wind capacity in the LT 2 RFP

What we have done:

- We have the support of many local landowners and many residence of Oxford County
- We have land option agreements for approx. 140 MW in Innerkip and Cassel
- We have meetings with HONI and IESO on connection options and submitted the CIA application with the IESO
- We have early consultation with our partner First Nations Community
- We have a community engagement plan

What we need to do:

- Seek your input for us to do meaningful community engagement and consultation
- We need your municipal support
- We want to provide all the resources necessary to support the municipality in the permitting process

Community Engagement Plan

Community windpark Innerkip / Cassel



Municipality

Council meeting
March 6, 2024

Additional council
meeting in the fall
2024

And

Throughout the
development

Website

Project updates

Life Questions and
Answers site with
24-hour response
time

Milestone
announcements

News

Community Consultation

Personally handed
information
package to all
farmers in the
project area

Information dinner
introducing the
project vision incl
Q&A

Community
meetings in May, in
July and in
October

Community Surveys
before the fall
meeting to
understand questions
and concerns

Media release in
May 2024

First Nations Consultations

Met with First
Nation of the
Grand River

Engage Guide from
the FN Community

Consultation
process with FN
group having
Heritage claims on
the municipality

Partner with FN in
the project
ownership

Community Leaders

Ontario Federation
of Agriculture OFA

Oxford County
Federation of
Agriculture OCFA

Upper Themes
Conservation
Authority UTRCA

Woodstock
Chamber of
Commerce

Meet with these
groups in May and
June 2024

Focus Groups

Farm Ownership
Focus Group

Rural Living Focus
Group

EZT Business
owner Focus
Group



Project timeline

Pre Development

- Land options
- Web site development
- Community Q & A
- Municipal consultation
- Community consultation
- Stakeholder engagement
- Early environmental screening
- Connection assessment
- Site suitability assessment
- RFP 2 Participation

Development

- RFP Contract approval
- Full Environment assessment
- Species at risk assessment
- Aquatic impact assessment
- Wind assessment
- All municipal permitting
- Continued Community engagement
- FN Partnerships
- Turbine Supply agreements
- Construction financing
- Project financing

Construction

- All permitting and approvals in place
- Site preparation
- Access road approved by landowners
- Access road construction
- Substation and cable infrastructure
- Topsoil removal
- Foundation platform
- Foundation ring
- Foundation pouring
- Crane pad
- Turbine erection
- Clean up

SOP

- Turbine testing phase
- Electrical load testing
- Continuous run tests
- Communications testing
- Final connection approval
- Turbine run-in time
- SOP

2024

2025

2026

2027

2028

2029

2030



Thank You



- How can we gain your trust
- What is the path to meaningful community consultation
- How can we support the municipality
- We are fully committed to support the permitting process every step of the way
- What is the process to receive municipal support for the project

Question:

Does the turbulence of a wind turbine has a negative effect on the crops in the area?

Research from Iowa State University suggests that wind turbines located in agricultural fields can have a positive impact on crops growing around them. The study, conducted by a team of plant and soil scientists, observed that wind turbines change the microclimate for crops like corn and soybeans. The turbulence created by the turbines can interact with the crop, possibly increasing evaporation from the crop or moving carbon dioxide down into the crop. This increased movement can also lead to more sunlight penetrating the dense crop canopy, potentially benefiting the plants. Overall crops grown in wind farms seem to benefit.

“So there are three ways the crop is being ‘fertilized’ from either the air or from the soil or from increased photosynthesis. We measured increased carbon dioxide uptake during the day, but an increased respiration at night,” he said. “But over the course of the day there was more uptake. So as far as the impact of the turbines on the carbon dioxide processes and the photosynthesis process in the near vicinity of the turbines it’s a net gain.”

Here the published article

<https://www.extension.iastate.edu/news/iowa-state-university-research-finds-wind-farms-positively-impact-crops>

Question

Why is the distance requirement of a wind turbine in Ontario from a 'non-participating house different than from a participating land-owners house?

In Ontario, the difference in setback requirements for wind turbines between participating and non-participating properties is largely due to considerations of impact and consent. Participating landowners, who have agreed to have turbines on their property, are generally more accepting of their presence and the associated impacts such as noise or visual disturbance. In contrast, non-participating property owners have not given such consent, so greater setbacks are required to minimize potential impacts on their properties. This approach is aimed at balancing the development of wind energy with the rights and preferences of individuals living near these installations.

Question

What are the setback rules for wind turbines in Holland and Germany?

In the Netherlands, the setback rules for wind turbines are not strictly defined by a single standard distance. Instead, they are typically determined based on a maximum noise level of 40 dB(A). In practice, a common guideline is to use a distance of about 4 times the height of the mast of the wind turbine. However, this is not a legal requirement, and the actual setback can vary depending on specific local regulations and environmental impact assessments.

In Germany, the setback requirements for wind turbines vary based on the designated noise level protection of the area:

- In "quiet regions" with a noise level of 35 dB(A), the setback is typically between 1,000 to 1,500 meters.
- In "middle regions" with a noise level of 40 dB(A), the setback ranges from 600 to 1,000 meters.
- In "standard regions" with a noise level of 45 dB(A), the setback is usually between 300 to 600 meters.

These distances can vary since all makes and models of wind turbines are not equally noisy. Some German states have their own specific standards.

Both countries approach the issue with an emphasis on minimizing noise impact and ensuring the turbines fit appropriately within the local environment.

Question

Are there any wind turbines near settlements in Holland?

Yes, there are wind turbines located near settlements in Holland. As part of the country's efforts to increase renewable energy capacity, the Netherlands has been actively installing onshore wind turbines. By the end of 2015, there were at least 2,525 onshore wind turbines in the Netherlands, contributing to around 5% of the country's total energy requirement. The Dutch government set a target to achieve an onshore wind capacity of 6,000 MW by 2020, under the Energy Agreement for Sustainable Growth. This target required the addition of approximately 1,000 to 1,500 new onshore wind turbines.

Moreover, the Dutch government's climate plans aim for at least 27% of energy to come from sustainable sources by 2030, with wind energy playing a significant role in achieving this goal. The Netherlands has taken measures to generate energy using onshore wind turbines as a reliable and efficient sustainable energy source. The construction of these wind farms often involves cooperation with local building contractors, and residents can share in the proceeds, reflecting a community-based approach to renewable energy development.

One notable example is the wind farm in Zeewolde, near Amsterdam, where local residents and farmers have become shareholders in the project. This approach has helped to overcome resistance from local residents often hesitant about living next to wind turbines due to concerns about noise and visual impact. In this project, more than 90% of the people in the project area became shareholders, demonstrating a successful model of community involvement in renewable energy projects.

These initiatives illustrate the Netherlands' commitment to renewable energy and the integration of wind turbines into both rural and residential areas, balancing the need for sustainable energy with community involvement and acceptance.

Interesting video about the benefit of a community project where the community can own shares in the windfarm similar to what we propose.

<https://www.reuters.com/business/energy/dutch-wind-farm-blows-away-opposition-new-millers-get-stake-2022-08-29/>

Question:

Do we need both Cassel and Innerkip to proceed with the project?

No, but in order to reduce the cost of the transmission substation per turbine it would be a benefit for us to add up to 13 turbines in the Cassel area.

Question:

Does noise from the turbines have any effect on humans?

In Canadian research on the effects of wind turbine noise on human health, several studies have found no direct link between wind turbine noise and physical health problems. A review of scientific literature on wind turbine sound and human health conducted by Canadian researchers Drs. Loren D. Knopper and Christopher A. Ollson found no direct causal link between people living near wind turbines and physiological health effects. The review, which appeared in the Journal of Environmental Health, suggested that reported health effects are likely attributed to environmental stressors rather than specific turbine-related factors like audible noise or infrasound.

Another significant study by Health Canada and Statistics Canada involved more than 1,200 adults living near wind turbines in Ontario and Prince Edward Island. This study, which was launched in response to concerns about wind turbines causing illness, concluded that there was no definitive connection between wind turbine noise and a range of chronic health problems. The study did find a relationship between increasing levels of wind turbine noise and annoyance towards various features of wind turbines, including noise, vibration, shadow flicker, and aircraft warning lights. However, no evidence was found linking wind turbine noise to self-reported or measured health issues such as sleep disturbance, dizziness, migraine headaches, chronic problems like heart disease, diabetes, or high blood pressure, or stress indicators like hair cortisol levels.

These findings indicate that while wind turbine noise can be a source of annoyance for some people, it does not directly cause health problems. The annoyance experienced by individuals may be influenced by factors other than noise, such as visual impact or personal benefit from the turbines.

For more detailed information, you can refer to the original sources of these studies: [American Clean Power](#) and [Health Canada](#).

Question:

In Chatham-Kent, there are serious problems with contaminated water?

We have not come across this issue before, but I suppose it may be possible that the soil condition and the layer of bedrock or shale influence the issue. I am not opposed to taking water samples before, during and after construction as we as some time into the operation of the windfarm and let an independent lab analyze if there is any change in the water quality as a result of the wind turbines.

Question:

How many Township meetings have you had at Innerkip?

None so far. We have met with the mayors for East Zorra and Blenheim and will present to them and their council our community consultation plan in March after we know how many landowners in the Cassel area want to work with us. There will be extensive consultation meetings with the communities in Oxford County to ensure we can address all questions in a meaningful way. We will share this plan also with the landowner of Innerkip and Cassel.

Question:

Why not just add turbines to Gunn's Hill?

It is our plan to submit application for extending the capacity of the Gunn's Hill windfarm.

Question:

What do you do with the turbine parts once dismantled?

We are completely responsible to remove the turbines at the end of the contractual agreement with the landowners. We will then use the latest technological re-use and recycling method available at the time to reduce cost and impact on the environment. Our research show that as of 2024, the majority of a wind turbine's components can be recycled. However, the blades pose a particular challenge due to their composite materials which are designed for durability and strength but are difficult to break down and recycle at the end of their lifespan.

Researchers at the National Renewable Energy Laboratory (NREL) are exploring strategies to mitigate the impact of end-of-life wind turbine blades. They're looking into using new materials that are more recyclable, extending the blades' lifespan, and various recycling options, including novel blade materials that are inherently more recyclable.

Carbon Rivers is another example of innovation in this space. They've developed a process to recover clean, mechanically intact glass fiber from decommissioned wind turbine blades. With a recycling process using pyrolysis, they're able to break down the organic components of the composite and separate them from the fiberglass reinforcement. The process not only recovers glass fiber for direct reuse in manufacturing new products but also converts organic components into syngas and pyrolysis oil, which can be used for energy production. This approach aims to make a composites circular economy a reality, creating jobs in recycling and sustainability and moving towards a more sustainable fiberglass industry (Department of Energy).

Additionally, **Veolia North America** has been working on turning wind turbine blades into cement, thus finding value in materials that were once considered unrecyclable. The process involves shredding the blades and using the material to produce alternatives to standard cement or separating out the fiberglass and resin for reinforced industrial products (C&EN). These advancements show that while challenges remain, significant progress is being made in developing sustainable and circular solutions for wind turbine blade recycling.

Question:

What is the lifespan of the turbines?

Wind turbines have an average lifespan of 25 to 30 years.

As turbines reach the end of their design life, operators may opt for a lifetime extension assessment, which includes theoretical and practical analysis, like on-site inspections and evaluation of design load data. These assessments help determine the maintenance needs and the costs of replacing parts versus the risks and costs associated with continuing operation or decommissioning.

Preventative maintenance is crucial and is typically required two times per year, with the frequency possibly increasing as the turbine ages.

Question:

Where are the parts manufactured?

We are focussing on Vestas Turbines for this project at this time but the final model decision will not be made until maybe a year or more from now.

Vestas Wind Systems A/S, a Danish wind turbine company, has manufacturing plants in multiple countries around the world. These include Denmark, Germany, the Netherlands, Italy, the United Kingdom, Spain, Sweden, Norway, Australia and others. I anticipate the Nacelle to come from Denmark but that may change.

Towers may be coming from Canada and as much as possible all aggregate materials will come from local Oxford County suppliers. We also prefer that much of the labour will also from local communities and Ontario.

Question:

What is the turbine height?

We are investigating 3 turbine types, the V150, the V162 and the new V172 with hub heights of 120 to 165 meters

Question:

What happens when a landowner sign the lease and then later sell the land?

The lease agreement is part of the land and will transfer with the land transfer to the new owner

Question:

What is the rate per kw hour?

The procurement of Ontario energy is a competitive process. As a developer we have to provide a bid-price in the RFP that will determine amongst other factors if we are awarded a project by the IESO. We will not know what this bid price will be until we have calculated the cost of the entire project but I do not anticipate the price to be greater the market price of energy in Ontario.

Question:

Is there curtailment?

Other than the summer month curtailment to protect the bat population from July to September at wind speeds below 5.5 m/second, we have not seen any curtailment at Gunn's Hill. But every windfarm is different and we do not know if there are any curtailment requirements in the procurement of new energy by the IESO. We certainly prefer no curtailment.

Question:

What is the turbine height in Gunn's Hill?

The Senvion MM92 turbines we used in the Gunn's Hill project have a hub height of 100 meters

Question:

Do you have batteries to balance the supply?

No, we are not planning to install a battery plan in this area. It is not our core business at this time

Question:

What is the average number of days would the turbines be running?

There are very few days in the year when the turbines are not operating other than during the annual and semi-annual maintenance work. Turbines start at about 3.3 m/s wind speed and shut down at about 24 m/s. at Gunn's Hill I cannot recall a day when the turbines did not run at all for a full day but we had 2 occasions when the turbines shut down for a few hours because of greater than 24 m/s wind speeds. The turbines will also shut down during ice rain which is also more rare.

Question:

At Shelbourne, some turbines are not running. What would be the reason for this?

Some general reasons why wind turbines may not be running:

1. Low or No Wind: Turbines need wind to operate. If the wind speed is below the cut-in speed (the minimum speed required for operation), turbines will not turn.
2. Maintenance or Repair: Regular maintenance is necessary to keep turbines in good working condition. They may also be temporarily shut down for repairs.
3. Grid Issues: Sometimes turbines are stopped to balance supply with the demand on the grid, or due to grid stability or capacity issues.
4. Environmental or Wildlife Protection: Operations may pause to minimize impacts on wildlife, such as during bird migration seasons.
5. Technical or Operational Issues: Faults or malfunctions in the turbine's components can cause shutdowns until the issues are rectified.

Question:

To clarify, landowners are paid for increase in property taxes?

That is correct. Your property tax bill will show clearly what tax is assessed because the wind turbines is on your land, and we will pay for this tax increase

Question:

What effect does the turbine have on property values?

The impact of wind turbines on property values has been extensively studied, and the findings suggest that the effects can vary depending on several factors such as location, population density, and proximity to the turbines.

Research from Lawrence Berkeley National Laboratory in 2013 examined nearly 7,500 sales of single-family homes within 10 miles of 24 wind facilities across nine U.S. states. This study found no significant impact on property values overall. Further studies in 2015 and 2016 supported these findings, showing no unique impact on the rate of home sales near wind turbines. In a more comprehensive study published by Berkeley Lab in 2023, which included data from 34 states and nearly half a million transactions, the effects on property values were mainly short-term and concentrated in more populated counties, with no significant long-term impacts in rural areas (WINDEXchange).

A different study highlighted in Resilience.org found that wind turbines actually increased local incomes by around 5% and house values by 2.6% in parts of the U.S. This study utilized data from counties across the U.S. to assess economic outcomes and isolated the causal effect of wind farm construction on economic outcomes. The increase in property taxes associated with these installations led to benefits such as increased school spending by local governments. Overall, the consensus from these studies appears to be that while there might be some short-term impacts on property values, especially in more densely populated areas, the long-term effects are negligible, and in some cases, wind turbines may contribute positively to local economies and property values.

Question:

Timeline of end of Feb. 2024 seems too short.

We understand and we will not force the timeline if it is uncomfortable for some. All we ask is that we keep open communications and to please let us know if you want to explore your options. We feel that we have put together a fair option agreement that will provide a good passive income for your family but we do understand that it is not for everyone.

Please let us know if we can get together for further discussion

Question Jan 27, 2024

How many wind turbines are needed in the Cassel area for this project to proceed.

We would like to see 10 to 14 turbines in the Cassel area similar to what we are planning in the Innerkip project cluster. We see the entire project as one project with two clusters of turbines.

It is our plan to apply for interconnection of both project clusters to the 230 KV transmission line in the Cassel area. Our intention is to build the windfarm with about 14 to 18 turbines in the Innerkip cluster and any number of turbines between 4 and about 14 in the Cassel area. So the entire project will have between 20 and 28 turbines. Please recognize that we are in the early stages of the planning.

What is the relationship between the Cassel project and the Innerkip project

It is my anticipation that we do a temporary design freeze in Innerkip layout in February just to give us the opportunity to start drawing plans for the wind park layout that we need during the various approval processes. As soon as we have enough landowners show interest in the Cassel cluster, we will do the same there.

Question

Section 6 of the agreement outlines a number of **limitations to how landowners may use their own property**, outside of the leased area. This was not clearly articulated the other night and is exceptionally important. More details are needed to understand under what circumstances the company would not allow the planting of trees or construction of taller buildings within the distances specified.

I agree that it is very important that we talk about the details in the Option agreement. In principle the only restriction is for the safety of the equipment and the turbines. It would not be possible to build a silo or elevator so close to the turbines that there is risk of contact, or to remove an access road to the turbines that allow us to service the turbines. In the 7 years that we have operated the Gunn's Hill windfarm we have never objected to any farm building expansions in that area. Trees and new barns do not interfere with the turbine operation. The 550 meter setback relates only to existing, non-participating houses as a noise buffer. There is no distance requirements to barns or trees. But I see your point about section J) a and b (we can talk about this in greater detail). It is never our intention to restrict the use of your land and there is little that even can interfere with the operation on the turbines.

Question – location of access roads

During the information session you indicated that the company would work with the landowner to determine the most appropriate location for access roads. Section 21 states that consultation would happen, but also very clearly states that the final decision rests solely with the company.

Please allow me to clarify:

with 'access roads' in section 21 we mean temporary roads to allow us to construct the wind farm, deliver materials etc. These temporary access roads will be removed at the end of construction.

Permanent or "non temporary access roads" in section 22 are those that remain in place after construction to provide access to the turbines for maintenance.

The Option agreement states in section 22 c the following: *The location of the non-temporary main access roads will require the Landowner's prior written consent, which consent shall not be unreasonably withheld or delayed.*

So, if we need to construct temporary roads that will be removed after construction we will be permitted to construct when necessary up to five (5) meter wide access roads to the Wind Energy Sites on the Leased Lands at the Company's expense *The decision for the location of the access road shall be made in consultation with the Landowner. However, it is understood that the final decision for the location of the access road shall be solely at the discretion of the Company. The Company shall make all reasonable efforts to accommodate the Landowner's preference. The Company has the right to widen corners to allow delivery of the wind turbine components and crane equipment (this includes the right to improve visibility splays and existing roadways/laneways). The roadways/laneways will be so constructed so that the level of the final surface does not deviate substantially from adjoining fields/land. The Company will be responsible for repairing all damages caused during construction and maintaining these roadways and laneways in accordance with usage.*

But for the permanent access roads we will seek the landowners approval and the land owner has the right to not approve our proposal.

The Company covenants and agrees that, where practical, and without materially increasing the Company's development costs, the roads will be planned by the Company taking crop and soil management concerns and other property development concerns of the Landowner into consideration. Best efforts will be made to use temporary access roads between the main access roads and individual Wind Energy Sites. These temporary access roads will be removed after construction of the Wind Energy Sites to permit return to agricultural use. The location of the non-temporary main access roads will require the Landowner's prior written consent, which consent shall not be unreasonably withheld or delayed.

Question

How deep of a base is needed for a turbine 165 meters tall

I am glad to come by next week to show you the foundation plan for the Gunn's Hill turbines we built. There the foundation is about 3 meters underground. They are called pyramid foundation and are not very deep.

<https://m.youtube.com/watch?v=Q2o5P-6zm6Y>

Here is a short video of the foundation I described.

Question: Land usage for energy production

How much farmland is used to produce energy from the various energy sources? I have listed below the amount of land each of the major energy sources require per MW of capacity. For our proposed windfarm we would need about 0.5 acres per turbine plus the average access road (often using laneways already in place). With a 6 to 7 MW turbine that is less than 0.2 acres per MW capacity, the lowest land use of all energy projects.

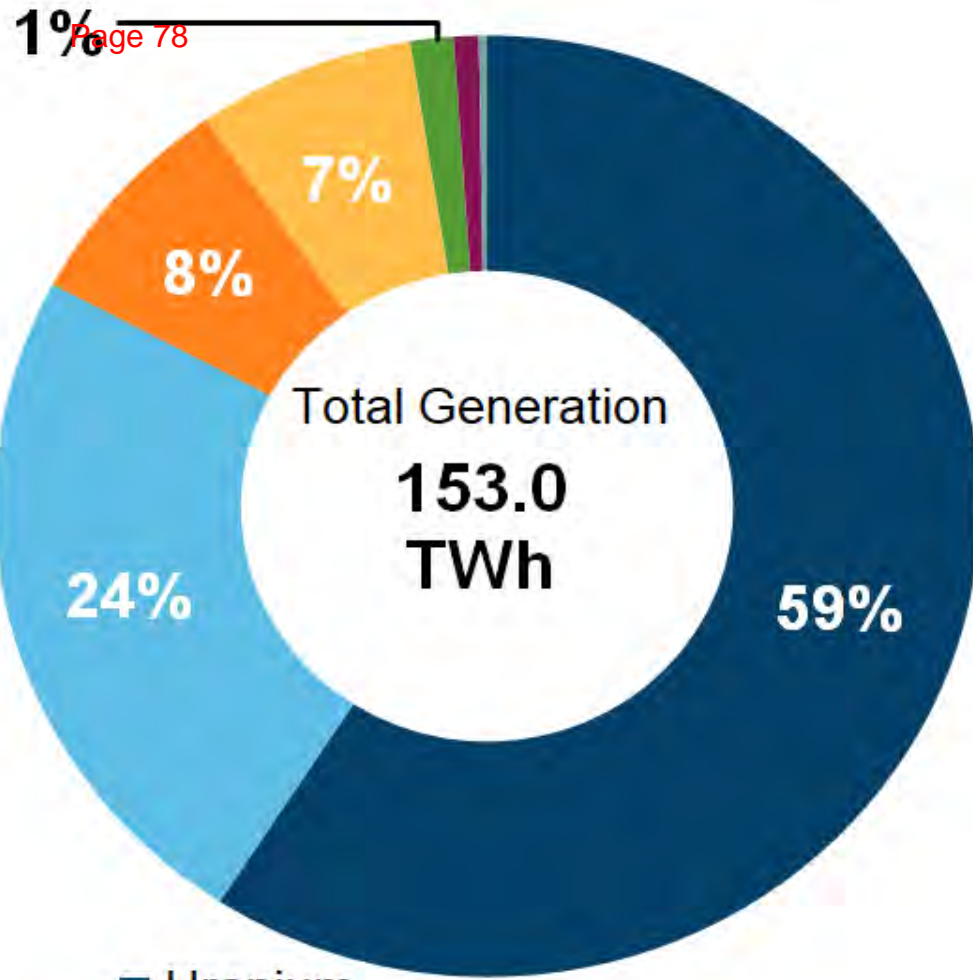
Energy Source	Land Use (acres/MW) Range	Source(s)
Nuclear	0.83 acres/MW	World Nuclear Association
Coal	7 to 12 acres/MW	U.S. Energy Information Administration
Natural Gas	2 to 4 acres/MW	U.S. Energy Information Administration
Garbage Incineration	2 to 4 acres/MW	International Renewable Energy Agency
Solar	2 to 4 acres/MW	National Renewable Energy Laboratory
Biogas	1 to 2 acres/MW	U.S. Environmental Protection Agency
Wind	0.25 to 1 acre/MW	National Renewable Energy Laboratory

Wind Concerns EZT

Protecting Our Prime Agricultural Land

East Zorra - Tavistock Council Meeting

March 6th, 2024



Ontario is the second largest producer of electricity in Canada and has an estimated generating capacity of 40 200 megawatts (MW). In 2019, about 92% of electricity in Ontario was produced from zero-carbon sources: 59% from nuclear, 24% from hydroelectricity, 8% from wind, and 1% from solar.

- Uranium
- Hydro
- Wind
- Natural Gas
- Solar
- Biomass / Geothermal (1%)
- Petroleum (0.3%)

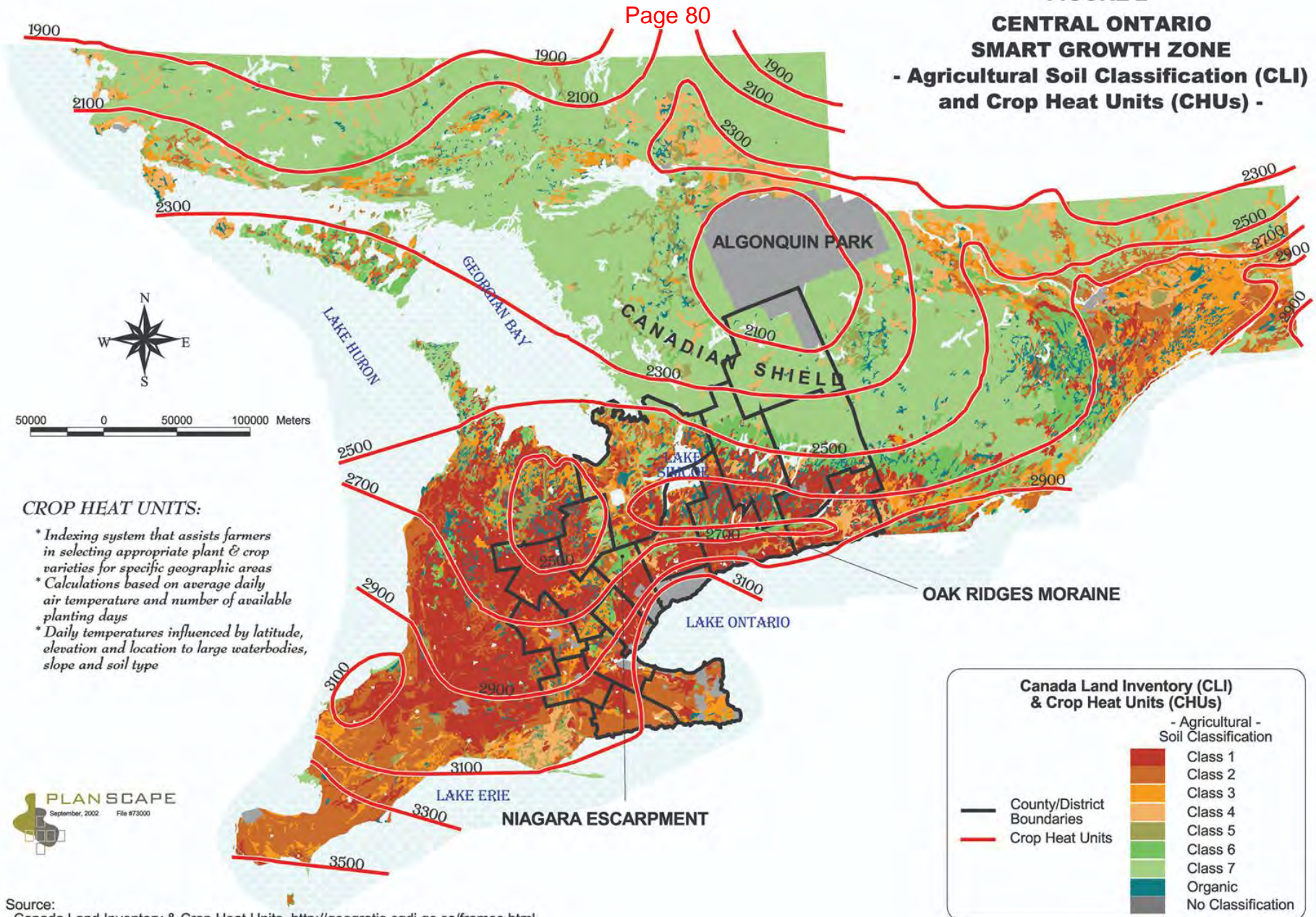
EAST ZORRA-TAVISTOCK

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The largest industry in East Zorra-Tavistock is agriculture with several innovative farms and farmgate stands available for visiting. Residents and visitors alike can enjoy delicious food, beautiful trails, and slowing down a bit to enjoy the beauty of rural life. - *Oxford Tourism*

FIGURE 2
CENTRAL ONTARIO
SMART GROWTH ZONE
- Agricultural Soil Classification (CLI)
and Crop Heat Units (CHUs) -



CROP HEAT UNITS:

- * Indexing system that assists farmers in selecting appropriate plant & crop varieties for specific geographic areas
- * Calculations based on average daily air temperature and number of available planting days
- * Daily temperatures influenced by latitude, elevation and location to large waterbodies, slope and soil type



Source:
 Canada Land Inventory & Crop Heat Units <http://geogratis.cgdi.gc.ca/frames.html>
 National Atlas Bases Data <http://geogratis.cgdi.gc.ca/frames.html>
 Ontario Municipal Directory, Ontario Ministry of Municipal Affairs, 2002.

Canada Land Inventory (CLI) & Crop Heat Units (CHUs)

- Agricultural - Soil Classification

	Class 1
	Class 2
	Class 3
	Class 4
	Class 5
	Class 6
	Class 7
	Organic
	No Classification

— County/District Boundaries
 — Crop Heat Units

NOTE: Area in white not available digitally.

Protecting Prime Farmland

Ontario's prime agricultural land is a finite, non-renewable resource comprising less than 5% of Ontario's land base.



Prime agricultural areas: more uniform land use, higher-capability land



Rural lands: more fragmented land uses, lower-capability land

Risks vs Benefits of Industrial Wind Turbines on Prime Farmland

Municipal Authorities

Page 83

Green Energy Act - 2009

- Under original Green Energy Act; municipalities consulted but input ignored.

Repeal of the Green Energy Act - 2018

- PC government introduced significant changes.
- Municipal support is required for energy projects.
 - Municipalities can decide if turbines are allowed or not.
 - Municipalities can establish setbacks from residences, livestock and settlements

In closing, we believe... Page 84

"Renewable energy projects should be guided by the ambitions and visions of communities and the people who live there. They should not be imposed."

Recommendations to Council

Pass an Unwilling Host Resolution

- Indication that Council does not support turbines in the Municipality

Or

Pass Interim Holding Bylaw until Zoning is Completed

-Stops activity for one year to give Municipality time to explore “rural” land options and to adjust bylaws to the Multi Municipal wind turbine working group recommendations for setbacks

#6.a

Placeholder page for Agenda Item 6.a –
Conferences & Seminars

#6.b

Placeholder page for Agenda Item 6.b - County Council – Update & Questions

#6.c

Placeholder page for Agenda Item 6.c –
Staff Reports and Questions for Staff

**THE CORPORATION OF THE
TOWNSHIP OF EAST ZORRA-TAVISTOCK
COUNTY OF OXFORD
By-law #2024 – 08**

Being a By-law to adopt the 2024 Estimate of Revenues and Expenditures and to provide for adoption of tax rates and to further provide for penalty and interest in default of payment thereof for 2024 and to provide for other matters related to taxation and to adopt user fees.

WHEREAS Section 290 of The Municipal Act, 2001 S.O. 2001, c. 25, as amended, requires that a local municipality shall in each year prepare and adopt a budget;

AND WHEREAS a municipality shall give public notice of its intention to adopt or amend the budget at a council meeting specified in the notice;

AND WHEREAS the Council of the Township of East Zorra-Tavistock has provided such notice;

AND WHEREAS Section 340 of the Municipal Act S.O. 2001, c.25, as amended, provides that the Treasurer of a local municipality shall prepare a tax roll for each year based on the last returned assessment roll for the year and that the Tax Collector shall collect the taxes once the tax roll has been prepared;

AND WHEREAS certain regulations require reductions in certain tax rates for certain classes or subclasses of property, and;

AND WHEREAS County and Education tax rates and/or levies have been provided;

NOW THEREFORE the Council of the Corporation of the Township of East Zorra-Tavistock hereby ENACTS AS FOLLOWS:

1. That the 2024 levy for municipal purposes shall be \$7,768,370.
2. That the 2024 Estimate of Revenues and Expenditures for the Township of East Zorra-Tavistock as set out in Schedule "A" attached hereto and forming part of this by-law is hereby adopted.
3. That the 2024 Tax Rates required to levy the amounts as set out in Section 1, not including local improvement rates or other special rates collected as taxes, shall be as set out in Schedule "B" attached hereto and forming part of this by-law.
4. That Municipal Drainage levies and debentures, and Tile Loan debentures due in 2024 shall be collected on the roll.

5. That the Treasurer pay over to the various School Boards and to the County of Oxford, on or before the due dates, the amounts due.
6. That every owner shall be taxed according to the tax rates in this by-law.
7. Taxes for all Property Classes shall become due and payable in two (2) instalments as follows:

First Instalment	August 30, 2024
Second Instalment	November 29, 2024
8. That notice of such taxes due shall be sent by first class mail by the Treasurer to those persons liable for the payment of taxes.
9. That a charge as a penalty of 1¼ per cent on the amount of any outstanding taxes levied in 2024, shall be made on the first day of default and on the first day of each calendar month thereafter in which default continues until December 31, 2024, and any such additional amount shall be levied and collected in the same manner as if it had been originally imposed with and formed part of the taxes levied under this by-law.
10. That interest of 1¼ per cent on the amount of any taxes due and unpaid after December 31, 2024, shall be charged on the first day of each calendar month thereafter in which the default continues.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 6th DAY OF MARCH, 2024.

seal

Phil Schaefer, Mayor

Will Jaques, Clerk

Schedule "A"

Township of East Zorra-Tavistock
SUMMARY OF EXPENDITURES OFFSET BY SOURCES OF FINANCING
2024 Operating and Capital Budgets Summary

Expenditures

By Department	2023 Approved	2024 Proposed	Difference (2024 - 2023)
Building, Locates and Drainage	1,121,927	900,753	(221,175)
Corporate Services	4,013,665	3,161,692	(851,973)
Fire and Protective Services	1,453,906	2,284,502	830,595
Parks and Recreation	1,915,344	1,953,544	38,200
Public Works	4,254,237	6,623,614	2,369,377
Treasury Services	481,918	558,226	76,309
Expenditures	13,240,997	15,482,330	2,241,333

Sources of Financing

By Department	2023 Approved	2024 Proposed	Difference (2024 - 2023)
Tax Levy	(7,243,196)	(7,768,370)	(525,174)
City of Woodstock Boundary Adjustment	(115,771)	(115,771)	0
Contributions from Developers	(183,810)	(423,558)	(239,748)
Contributions from Other Municipalities	(122,468)	(43,463)	79,005
Cost Recoveries	(46,784)	(58,090)	(11,305)
Deferred Building Code Act Revenue	(124,719)	(116,500)	8,219
Donations	(102,960)	(15,500)	87,460
Federal Gas Tax	(226,097)	(246,522)	(20,425)
Fines and Penalties	(52,974)	(47,428)	5,546
Investment Income	(235,181)	(415,495)	(180,314)
Landowner Recovery	(41,064)	(37,804)	3,260
Licences, Permits and Rents	(612,169)	(687,535)	(75,367)
Ontario Municipal Partnership Fund	(792,700)	(809,400)	(16,700)
Ontario Specific Grants	(274,678)	(197,164)	77,514
Ontario Wildlife Damage Compensation	(500)	(500)	-
Payments in Lieu	(30,242)	(24,957)	5,285
Revenue from Oxford County	(7,500)	(8,000)	(500)
Sundry Revenue	(7,052)	(13,422)	(6,371)
Supplemental Taxation	(139,401)	(107,224)	32,176
Tax-Supported Capital Financing	-	(30,000)	(30,000)
Transfers from Reserves and Reserve Funds	(2,239,104)	(3,822,701)	(1,583,597)
Trillium Grant	(150,000)	-	150,000
User Fees and Charges	(492,627)	(492,926)	(299)
Sources of Financing	(13,240,997)	(15,482,330)	(2,241,334)

Schedule "B"
Township of East Zorra Tavistock
2024 MUNICIPAL TAX RATES

2024

TAX CLASS	CODE	RATIOS	EZT	Due Dates
Residential	RT	1.0000	0.00550917	INTERIM
Multi-Residential	MT	2.0000	0.01101835	
Commercial Full	CT	1.9018	0.01047735	2024-02-29
Comm New Construction	XT	1.9018	0.01047735	2024-05-31
Commercial Vacant Units	CU	1.3313	0.00733414	FINAL
Commercial Excess Land	CX	1.3313	0.00733414	
Commercial Parking Lot	GT	1.9018	0.01047735	
Industrial Full	IT	2.6300	0.01448913	
Industrial Vacant Units	IU	1.7095	0.00941793	
Industrial Excess Land	IX	1.7095	0.00941793	2024-08-30
Industrial New Construction	JT	2.6300	0.01448913	2024-11-29
Large Industrial Full	LT	2.6300	0.01448913	
Large Industrial Vacant	LU	1.7095	0.00941793	
Pipelines	PT	1.2593	0.00693770	
Farmlands	FT	0.2177	0.00119935	
Managed Forests	TT	0.2500	0.00137729	

**THE CORPORATION OF THE
TOWNSHIP OF EAST ZORRA-TAVISTOCK
COUNTY OF OXFORD
BY-LAW # 2024 - 09**

Being a by-law to enter into an Agreement with Innerkip Minor Ball.

WHEREAS the Municipal Act, 2001, S.O. 2001, c. 25, S. 8 provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS the Council of the Township of East Zorra-Tavistock and Innerkip Minor Ball deem it appropriate to enter into agreement for the purpose of establishing rights and responsibilities related to use, operation and maintenance of various Facilities at Innerkip Park;

NOW THEREFORE THE COUNCIL OF THE TOWNSHIP OF EAST ZORRA-TAVISTOCK ENACTS AS FOLLOWS:

1. That Schedule "A" attached hereto and forming part of this by-law, being an agreement between the Corporation of the Township of East Zorra-Tavistock and Innerkip Minor Ball, is hereby approved.
2. That the Mayor and Clerk are hereby authorized to sign, on behalf of the Township of East Zorra-Tavistock, the agreement, attached hereto as Schedule "A".

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 6th DAY OF MARCH, 2024.

Phil Schaefer, Mayor

seal

Will Jaques, Clerk

Schedule "A"
Agreement

Made in duplicate and entered into this ___ day of _____, 2024

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF EAST ZORRA-TAVISTOCK
(Hereinafter called the "Township")

AND

INNERKIP MINOR BASEBALL
(Hereinafter called "IMB")

1. PURPOSE

- 1.1 The "Township" owns the lands, structures, buildings, facilities, and signs located at and on Part Lots 9 and 10, Concession 17, Township of East Zorra and municipally known as 104 Blandford Street, Innerkip, Township of East Zorra-Tavistock, more commonly known as the "Innerkip Park", and is hereinafter called the "Premises" (see Schedule 'A').
- 1.2 "IMB" desires to use, operate and maintain certain structures, buildings and facilities located on the Premises and is hereinafter called the "Facilities" (see Schedule 'B').
- 1.3 In consideration of the desire of IMB to use, operate and maintain the "Facilities", the Township agrees to enter into this Agreement with IMB, subject to the terms and conditions herein.

2. TERM

- 2.1 The term of this Agreement shall be from January 1, 2024, to December 31, 2028.

3. USE

- 3.1 IMB shall have the right and responsibility to use, operate and maintain the Facilities for any baseball related event, provided that they use, operate and maintain the Facilities in a sound and professional manner.

- 3.2 Diamond #3, as shown on Schedule 'B', is to remain available for unrestricted use by the general public, when not in use by IMB.
- 3.3 The Premises shall always remain a public facility and be open to the general public.
- 3.4 IMB recognizes the use of the Facilities for the annual Innerkip Lions Club Canada Day Weekend event and shall permit the Innerkip Lions Club to use the Facilities and entire Premises, unimpeded, to conduct their event.
- 3.5 As owner of the Facilities, the Township shall be able to use the entire Premises at any time, including the Facilities, provided there is not an event already scheduled.
- 3.6 The Township has the right to enter into additional rental agreements for use of the Premises and its various facilities, so long as such rental does not conflict or compromise IMB rental agreement provisions.

4. FEES AND REVENUE

- 4.1 IMB shall be able to use the Facilities free of charge for any baseball related events operated or sponsored by IMB. Any fees payable for baseball events not operated or sponsored by IMB shall be provided to the Township.
- 4.2 All fees obtained for use of the Facilities for non-baseball related events shall be payable to, and collected by, the Township.
- 4.3 IMB may provide for admission or gate fees to the Premises for events they directly operate, with any fees received for such admission or gate fees payable to, and collected by, IMB. IMB shall not charge admission or gate fees to those using the Premises for purposes other than attendance at the event being directly operated or sponsored by IMB.
- 4.4 All booking and scheduling for structures, buildings, facilities and signs on the Premises, other than the Facilities subject to this Agreement, shall be the responsibility of the Township. Any applicable fees for the usage any of the other structures, buildings, facilities and signs located on the Premises shall be payable to, and collected by, the Township.
- 4.5 IMB shall be responsible to book the use of any structures, buildings, facilities and signs on the Premises, other than the Facilities subject to this Agreement, for any events that they directly operate or sponsor. Booking shall be done directly through the Township, and IMB shall be responsible for paying all applicable fees to the Township for using such buildings, structures, facilities and signs.

5. MAINTENANCE AND OPERATIONS

- 5.1 The Township shall be responsible for maintenance and repairs on the Premises which are not related to the Facilities subject to this Agreement. For clarification, this shall include: grass cutting outside the baseball diamond fences, all tree maintenance, all parking lot maintenance, parking lot and trail lighting, all property boundary fences/ gates, supplies/maintenance/repairs related to the permanent washrooms, garbage collection/ removal on the Premises generally, maintenance of the pavilion(s), exterior maintenance of all buildings and structures, maintenance of the picnic tables and benches, maintenance of the playground(s)/ play structure(s), maintenance of the walking trail(s), maintenance of the sports court(s), and maintenance of any general park signage, monuments or other landscaping features. The Township shall also be responsible for the supply and costs for any large garbage disposal container(s) that may be placed on the property, notwithstanding that the IMB shall be responsible for the supply and costs for any additional large garbage disposal containers that may be required for any events that IMB directly operates or sponsors.
- 5.2 The Township shall be responsible for maintenance of, and repairs to, the infrastructure components of the Facilities subject to this Agreement. For clarification, the Township shall repair and maintain the backstops, diamond fencing, dugouts, diamond lighting/ lighting standards, scoreboards, foul marker posts and bleachers.
- 5.3 IMB shall be responsible for maintenance of, and repairs to, the baseball diamond playing surfaces. For clarification, this shall include all labour, materials, supplies and payment necessary related to grass cutting, weed control and grass seeding inside the baseball diamond fences over and above the grass cutting provided by the Township, diamond dragging, base placement/moorings, line marking, diamond dry, clay repair etc. to provide a safe environment for all baseball related events on the baseball diamond playing surfaces. IMB shall also provide for garbage collection inside the baseball diamond fencing and in the dugouts, as well as the Premises generally (including all garbage cans) during and following weekend and multiple-day events that IMB directly operates or sponsors. Further, IMB shall provide for maintenance of the permanent washrooms (cleaning, topping up supplies etc.) during weekends and multi-day events that IMB directly operates or sponsors.
- 5.4 IMB shall be responsible for all costs related to the maintenance of, and repairs to, the batting cage and announcer's booths. For clarification, the Township shall complete the work associated with maintenance of, and repairs to, the batting cage and announcer's booths with the cost of said maintenance or repairs billed to IMB by the Township.

- 5.5 IMB shall be responsible for all operations, and interior maintenance and repairs, related to the Concession Booth and associated Office/ Storage Space Facility. For clarification, the Township shall be responsible for external maintenance and associated Capital Improvements/ Alterations, while IMB shall be responsible for all internal maintenance and associated Capital Improvements/ Alterations, related to this Facility. All Capital Improvements/ Alterations shall comply with the associated provisions of this Agreement. For further clarification, the Township shall be responsible for all repairs related to electrical, natural gas or plumbing infrastructure, related to this Facility. For further clarification, IMB may use all existing equipment, appliances and fixtures, and shall provide for all supplies and staff to operate the Concession Booth. Any repairs to the equipment, appliances or fixtures shall be the responsibility of IMB. IMB may retain all revenues derived from the Concession Booth.
- 5.6 IMB shall be responsible for all operations, and interior maintenance and repairs, related to the Umpires Room/ Storage Facility. For clarification, the Township shall be responsible for all external maintenance and associated Capital Improvements/ Alterations, while IMB shall be responsible for all internal maintenance and associated Capital Improvements/ Alterations, related to this Facility. All Capital Improvements/ Alterations shall comply with the associated provisions of this Agreement. For further clarification, the Township shall be responsible for all repairs related to electrical, natural gas or plumbing infrastructure, related to this Facility.
- 5.7 IMB shall be responsible for all organizing, booking and scheduling of the baseball diamonds, for the entire baseball season. For clarification, this shall include scheduling of youth, adult and general community baseball games, tournaments and events that are using the baseball diamonds, as well as any non-baseball events using the baseball diamonds.
- 5.8 IMB shall be responsible for all umpire organizing, scheduling and associated compensation for games on the baseball diamonds, for the entire baseball season. For clarification, this shall include umpires for all youth, adult and general community baseball games, tournaments and events that are using the baseball diamonds.
- 5.9 IMB shall maintain a listing of all public requests for using the baseball diamonds and whether or not the request was granted. If the request was not granted or granted with certain modifications or conditions, these shall be noted. The listing shall be provided by December 31st each year and will be used by the Township to determine whether appropriate public access to the baseball diamonds is being provided.

- 5.10 The Township shall be responsible for maintaining the permanent park display sign, located at the Blandford Street entrance. Any temporary banners or signage desired to be placed by IMB on the Premises other than on the fencing of the Facilities, must receive prior approval from the Township.

6. UTILITIES

- 6.1 The Township shall pay all fees and charges upon or in respect of the Premises for public and private utilities including water, sewage, electric power or energy, steam or hot water uses and telephone charges. Care should be taken by IMB to monitor and keep utility consumption as low as possible so that unnecessary additional charges are not incurred, especially with regard to Ball Diamond lighting. The Township shall also be responsible for any fittings, fixtures, machines, apparatus, meters or other things used in respect of any private or public utilities and for all work and services performed by any corporation or commission in connection with the public and private utilities supplied to the Premises.
- 6.2 IMB shall pay all fees and charges associated with propane and/or natural gas, with respect to the Concession Booth Facility. IMB shall also be responsible for any applicable fees and charges for fittings, fixtures, machines, apparatus, meters or other things used in respect of any propane and/or natural gas and for all work and services performed by any corporation or commission in connection with the propane and/or natural gas supplied to the Concession Booth Facility.

7. CAPITAL IMPROVEMENTS OR ALTERATIONS

- 7.1 In this Agreement, Capital Improvements or Alterations are considered to be improvements to the Facilities beyond general maintenance and repair, as well as projects beyond what the Township, in its sole discretion, deems to be required or considers necessary. For clarification, Capital Improvements or Alterations are not projects that the Township is required to complete, or desires to be completed.
- 7.2 IMB may make a suggestion or request, in writing, to the Township for a Capital Improvement/ Alteration project, however, the Township shall maintain sole discretion as to whether or not such project requests are approved. Further, should another organization or group wish to complete a Capital Improvement/ Alteration project on the Premises, IMB will be consulted; however, the Township, in its sole discretion, shall have a right to approve any such project requests. All requests for Capital Improvement/ Alteration projects by HSR shall be made in writing to the Township's Supervisor of Parks and Recreation by no later than December 31 of the year preceding the proposed project.

- 7.3 All Capital Improvements or Alterations will not be of such a kind or extent as to in any manner weaken any structure, building, facility or sign after the Capital Improvements or Alterations are completed, or reduce the useable public space on the Premises.
- 7.4 IMB shall be responsible for all expenses related to Capital Improvements or Alterations they desire to make to the Facilities.
- 7.5 Before considering any Capital Improvements or Alterations, IMB shall supply to the Township a detailed plan showing the proposed improvements or alterations, for approval. Depending on the scope of the Improvements or Alterations, approval may be subject to the ratification of Township Council.
- 7.6 Upon approval, all purchases of labour, supplies and materials, as well as all project management for Capital Improvements or Alterations shall be undertaken entirely by the Township, with input from IMB.
- 7.7 All Capital Improvements or Alterations shall conform to all Building By-laws and Regulations, if any, then in force affecting the Facilities.
- 7.8 The Township shall be responsible to provide for any applicable building permit fees or other development related charges associated with any Capital Improvements or Alterations to the Facilities.
- 7.9 Upon completion, all Capital Improvements or Alterations shall become the property of the Township.

8. ACCESS

- 8.1 The Township, its employees, servants or agents shall, at all times and for any and all purposes, have unimpeded access to any and every area of the Premises, including the Facilities, while acting in the scope of their duties or employment.
- 8.2 IMB shall provide keys and/or access codes to the Township for access to all of the Facilities subject to this Agreement on the Premises that may be secured by IMB.

9. COMPLIANCE WITH THE LAW AND NUISANCE

- 9.1 IMB may not use the Facilities or permit any other person or entity to use the Facilities, for events that they directly organize or sponsor, for any improper, immoral or unlawful purpose, for a use or purpose inconsistent with applicable zoning or Township by-laws.

- 9.2 IMB shall ensure that for any event that they organize or sponsor that they do not do, cause or permit to be done, any act or thing in or upon the Facilities which shall or may be, or might become, an annoyance, nuisance or disturbance to the occupiers of any lands or properties adjoining or in the vicinity of the said Premises and of which matters the Township shall be the sole judge and its decision thereon binding on IMB.

10. PROTECTIVE INSTALLATIONS

- 10.1 The Township shall pay the cost of any installations, additions or alterations (and repairs and maintenance thereto) on the Premises generally, and to the Facilities subject to this Agreement (with the exception of the Concession Booth Facility), that may be required by any Municipal, Provincial or other governing authority for the health and safety, protection or security of any employees, invitees and guests, and his or her affects. All such installations, additions or alterations shall forthwith become the property of the Township, with the responsibility for maintenance also being that of the Township.
- 10.2 IMB shall pay the cost of any installations or alterations (and repairs and maintenance thereto) for the Concession Booth Facility for any cooking or food preparation equipment that may be required by any Municipal, Provincial or other governing authority for the health and safety, protection or security of any employees, invitees and guests, and his or her affects. All such installations or alterations shall forthwith become the property of the Township.

11. ALCOHOL LICENSING

- 11.1 IMB covenants and agrees for itself, its members, employees, invitees and guests for any activities, events or programs it directly organizes or sponsors to abide by any and all regulations, policies and best practices (Municipal, Provincial or Federal) associated with the consumption of alcohol on the Premises generally. The Township may have additional requirements for alcohol related events, depending on the nature of the subject event. IMB shall ensure that appropriate Licenses and/or Special Occasions Permits (SOPs) are obtained for all events that they directly operate or sponsor where alcohol is served on the Premises and that appropriate insurance is in place for liquor events, naming the Township as an additional insured.
- 11.2 IMB covenants and agrees for itself, its members, employees, invitees and guests for any activities, events or programs it directly organizes or sponsors to ensure that no alcohol is consumed on the Premises outside of any designated licensed area.

12. SMOKING OR VAPING

- 12.1 IMB covenants and agrees for itself, its employees, invitees and guests, at events that it directly organizes or sponsors, that in accordance with the Smoke Free Ontario Act 2017, as amended, and all associated Regulations, as well as any Township By-laws, that no smoking or vaping will be permitted anywhere on or in the Facilities. The Township shall be responsible to ensure no smoking or vaping occurs on the Premises.

13. INSPECTIONS OF THE PREMISES AND FACILITIES

- 13.1 The Township shall conduct regular inspections of the Premises, as well as the Facilities subject to this Agreement.
- 13.2 IMB shall conduct regular inspections of the Facilities subject to this Agreement, as well as regular inspections of the Premises during events that they organizes or sponsors.
- 13.3 Both parties will respond to required maintenance, repairs and items of non-compliance expeditiously.

14. HEALTH AND SAFETY

- 14.1 IMB shall use, operate and maintain the Facilities at all times in a safe and healthy manner, and in compliance with all Federal, Provincial and Township Health and Safety legislation, regulations, policies and best practices.

15. INSURANCE

- 15.1 The Township shall be responsible to pay for all standard property and general liability insurance premiums associated with the property itself including all buildings, structures and facilities located on the Premises, including the Facilities subject to this Agreement, including all standard property and general liability coverage.
- 15.2 IMB covenants with the Township that the events, activities or programs to be so carried on or at the Facilities will not be of such a nature as to Township having to pay an increased rate of insurance premiums on the Premises or by reason thereof. Further, IMB covenants to not carry on or permit to be carried on any events, activities or programs on the said Premises which may make void or voidable any insurance held by the Township or the other actual or potential occupants of the Premises.

- 15.3 IMB shall carry, at minimum, the following insurance coverage related to the Facilities, as well as events, activities or programs that they organize or sponsor on or at the Facilities, or the Premises generally:
- \$5,000,000 Comprehensive General Liability Coverage, with specific endorsements for:
 - Director/Officer Coverage
 - Participant/ Spectator Injury and/or death
 - Liquor Event Liability
 - Non-owned automobile
 - \$20,000 Tenants Liability (for items owned by IMB and stored on the Premises);
 - The Corporation of the Township of East Zorra-Tavistock shall be added as an additional insured to IMB's insurance policy;
 - Insurance coverage is to contain a cross-liability endorsement.
- 15.4 IMB shall ensure that the Township is provided, at all times, with an up to date certificate of insurance. Proof of new or renewed insurance coverage shall be filed with the Township thirty (30) days before termination of the existing insurance. Thirty (30) days written notice shall also be delivered to the Township should IMB's insurance policy be cancelled.
- 15.5 Issuance of any insurance policy shall not be construed as relieving IMB from responsibility for other or larger claims, if any, for which they may be held responsible.
- 15.6 IMB agrees to release the Township from any and all claims for damages arising from any accident or injury, which is caused by, or arising from events, programs or activities that they directly organize or sponsor on the Facilities subject to this Agreement, or the Premises generally.

16. ENTITLEMENT TO DAMAGES

- 16.1 IMB shall not be entitled to damages, losses, costs or disbursements from the Township for personal property during the term hereby created on, caused by or on account of theft, fire, water, sewage, sprinkler systems, partial or temporary failure or stoppage of heat, light, elevator, live steam or plumbing services in or to the said Premises or building, whether due to acts of God, strikes, accidents, the making of alterations, repairs, renewals, improvements, structural changes on the said Premises or the equipment or systems supplying the said services, or from any cause whatsoever, provided that the said failure or stoppage be remedied within a reasonable time.

17. CONTACT

- 17.1 Annually, a member of both IMB and the Township will be identified as the respective points of contact for any matters related to the Facilities, and Premises generally.

18. NOTICE

- 18.1 Any notice which any of the parties is required or permitted to give pursuant to any provision of this Agreement may be delivered or mailed by registered mail addressed to:

IMB at:

***104 Blandford Street, PO Box 222, Innerkip, ON, N0J 1M0
ATTN: SECRETARY***

The Township at:

***89 Loveys Street, PO Box 100, Hickson, ON, N0J 1L0
ATTN: CAO***

Such notices shall be deemed to have been given at the time it was delivered or mailed, as the case may be.

19. NON-ASSIGNMENT OF RIGHTS

- 19.1 The parties agree that this Agreement cannot be assigned by IMB without the prior written consent of the Township, which in view of the special purpose nature of this Agreement, may be arbitrarily withheld by the Township.

20. GENERAL

- 20.1 The words importing the singular number only shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine gender, and words importing persons shall include firms and corporations and vice versa.

21. BINDING EFFECT

21.1 This Agreement and everything contained in it shall extend to, bind and enure to the benefit of the heirs, executors, administrators, successors and assigns of each of the parties to it. All covenants contained in this Agreement shall be deemed joint and several and all rights and powers reserved to the Township may be exercised by either the Township or his agents or representatives.

22. SEVERABILITY

22.1 If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement and/or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall be affected thereby and each term, covenant or condition of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

23. ENTIRE AGREEMENT

23.1 This Agreement and the Schedule(s) attached hereto and forming a part hereof, set forth all the covenants, promises, Agreements, conditions and undertakings between the Township or IMB concerning the Facilities and Premises generally, and there are no covenants, promises, Agreements, conditions or representations either oral or written between them other than herein and in the said Schedule(s) set forth. Except as herein provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the Township or IMB unless reduced to writing and signed by each of them.

SIGNED, SEALED AND DELIVERED

) **THE CORPORATION OF THE**
) **TOWNSHIP OF EAST ZORRA-TAVISTOCK**
)
)
) _____
) Mayor
)
) _____
) Clerk

) **INNERKIP MINOR BALL**
)
)
) _____
) President
)
) _____
) Vice-President

Schedule "A"

"The Premises"



Schedule "B"

"The Facilities"



Schedule “B”

“Legend”

- 1. Diamond #1:**
- 2. Diamond #2:**
- 3. Diamond #3:**
- 4. Diamond #4:**
- 5. Concession Booth/ Office/ Storage Facility**
- 6. Umpires/ Storage Facility**
- 7. Batting Cage**
- 8. Shipping/ Storage Container**

**THE CORPORATION OF THE
TOWNSHIP OF EAST ZORRA-TAVISTOCK
COUNTY OF OXFORD
BY-LAW # 2024 - 10**

Being a by-law to enter into an Agreement with Hickson Sports and Recreation Inc.

WHEREAS the Municipal Act, 2001, S.O. 2001, c. 25, S. 8 provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS the Council of the Township of East Zorra-Tavistock and Hickson Sports and Recreation Inc. deem it appropriate to enter into agreement for the purpose of establishing rights and responsibilities related to use, operation and maintenance of various Facilities at Hickson Park;

NOW THEREFORE THE COUNCIL OF THE TOWNSHIP OF EAST ZORRA-TAVISTOCK ENACTS AS FOLLOWS:

1. That Schedule "A" attached hereto and forming part of this by-law, being an agreement between the Corporation of the Township of East Zorra-Tavistock and Hickson Sports and Recreation Inc., is hereby approved.
2. That the Mayor and Clerk are hereby authorized to sign, on behalf of the Township of East Zorra-Tavistock, the agreement, attached hereto as Schedule "A".

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 6th DAY OF MARCH, 2024.

Phil Schaefer, Mayor

seal

Will Jaques, Clerk

Schedule "A"

Agreement

Made in duplicate and entered into this ___ day of _____, 2024

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF EAST ZORRA-TAVISTOCK
(Hereinafter called the "Township")

AND

HICKSON SPORTS AND RECREATION INC.
(Hereinafter called "HSR")

1. PURPOSE

- 1.1 The "Township" owns the lands, structures, buildings and facilities located at and on lands known as 99 Loveys Street E., Hickson, Township of East Zorra-Tavistock, more commonly known as the "Hickson Park", and is hereinafter called the "Premises" (see Schedule 'A').
- 1.2 "HSR" desires to use, operate and maintain certain structures, buildings and facilities located on the Premises and is hereinafter called the "Facilities" (see Schedule 'B').
- 1.3 In consideration of the desire of HSR to use, operate and maintain the "Facilities", the Township agrees to enter into this Agreement with HSR, subject to the terms and conditions herein.

2. TERM

- 2.1 The term of this Agreement shall be from January 1, 2024, to December 31, 2028.

3. USE

- 3.1 HSR shall have the right and responsibility to use, operate and maintain the Facilities for any baseball related event, provided that they use, operate and maintain the Facilities in a sound and professional manner.

- 3.2 Diamond #1 and Diamond #2, as shown on Schedule 'B', are to remain available for unrestricted use by the general public, when not in use by HSR.
- 3.3 The Premises shall always remain a public facility and be open to the general public.
- 3.4 HSR recognizes the use of the Facilities for the annual Hickson Lions Daze community event and shall permit the Hickson & District Lions Club to use the Facilities and entire Premises, unimpeded, to conduct their event.
- 3.5 As owner of the Facilities, the Township shall be able to use the entire Premises at any time, including the Facilities, provided there is not an event already scheduled.
- 3.6 The Township has the right to enter into additional rental agreements for use of the Premises and its various facilities, so long as such rental does not conflict or compromise HSR rental agreement provisions.

4. FEES AND REVENUE

- 4.1 HSR shall be able to use the Facilities free of charge for any baseball related events operated or sponsored by HSR. Any fees payable for baseball events not operated or sponsored by HSR shall be provided to the Township.
- 4.2 All fees obtained for use of the Facilities for non-baseball related events shall be payable to, and collected by, the Township.
- 4.3 HSR may provide for admission or gate fees to the Premises for events they directly operate, with any fees received for such admission or gate fees payable to, and collected by, HSR. HSR shall not charge admission or gate fees to those using the Premises for purposes other than attendance at the event being directly operated or sponsored by HSR.
- 4.4 All booking and scheduling for structures, buildings and facilities on the Premises, other than the Facilities subject to this Agreement, shall be the responsibility of the Township. Any applicable fees for the usage any of the other structures, buildings, facilities and signs located on the Premises shall be payable to, and collected by, the Township.
- 4.5 HSR shall be responsible to book the use of any structures, buildings and facilities on the Premises, other than the Facilities subject to this Agreement, for any events that they directly operate or sponsor. Booking shall be done directly through the Township, and HSR shall be responsible for paying all applicable fees to the Township for using such buildings, structures and facilities.

5. MAINTENANCE AND OPERATIONS

- 5.1 The Township shall be responsible for maintenance and repairs on the Premises which are not related to the Facilities subject to this Agreement. For clarification, this shall include: grass cutting outside the baseball diamond fences, all tree maintenance, all parking lot maintenance, parking lot and trail lighting, all property boundary fences/ gates, supplies/maintenance/repairs related to the permanent washrooms, garbage collection/ removal on the Premises generally, maintenance of the pavilion(s), exterior maintenance of all buildings and structures, maintenance of the picnic tables and benches, maintenance of the playground(s)/ play structure(s), maintenance of the walking trail(s), maintenance of the sports court(s), and maintenance of any general park signage, monuments or other landscaping features. The Township shall also be responsible for the supply and costs for any large garbage disposal container(s) that may be placed on the property, notwithstanding that the HSR shall be responsible for the supply and costs for any additional large garbage disposal containers that may be required for any events that HSR directly operates or sponsors.
- 5.2 The Township shall be responsible for maintenance of, and repairs to, the infrastructure components of the Facilities subject to this Agreement. For clarification, the Township shall repair and maintain the backstops, diamond fencing, dugouts, diamond lighting/ lighting standards, scoreboards, foul marker posts and bleachers.
- 5.3 HSR shall be responsible for maintenance of, and repairs to, the baseball diamond playing surfaces. For clarification, this shall include all labour, materials, supplies and payment necessary related to grass cutting, weed control and grass seeding inside the baseball diamond fences over and above the grass cutting provided by the Township, diamond dragging, base placement/moorings, line marking, diamond dry, clay repair etc. to provide a safe environment for all baseball related events on the baseball diamond playing surfaces. HSR shall also provide for garbage collection inside the baseball diamond fencing and in the dugouts, as well as the Premises generally (including all garbage cans) during and following weekend and multiple-day events that HSR directly operates or sponsors. Further, HSR shall provide for maintenance of the permanent washrooms (cleaning, topping up supplies etc.) during weekends and multi-day events that HSR directly operates or sponsors.
- 5.4 HSR shall be responsible for all costs related to the maintenance of, and repairs to, the batting cage. For clarification, the Township shall complete the work associated with maintenance of, and repairs to, the batting cage, with the cost of said maintenance or repairs billed to HSR by the Township.

- 5.5 HSR shall be responsible for all operations, and interior maintenance and repairs, related to the Concession Booth, Storage Room and Storage Building, as shown on Schedule "B". For clarification, the Township shall be responsible for external maintenance and associated Capital Improvements/ Alterations, while HSR shall be responsible for all internal maintenance and associated Capital Improvements/ Alterations, related to these Facilities. All Capital Improvements/ Alterations shall comply with the associated provisions of this Agreement. For further clarification, the Township shall be responsible for all repairs related to electrical, natural gas or plumbing infrastructure, related to these Facilities. For further clarification, HSR is responsible for the maintenance, repair and replacement of all existing equipment and appliances in the Concession Booth and shall provide for all supplies and staff to operate the Concession Booth. HSR may retain all revenues derived from the Concession Booth.
- 5.6 HSR shall be responsible for all organizing, booking and scheduling of the baseball diamonds, for the entire baseball season. For clarification, this shall include scheduling of youth, adult and general community baseball games, tournaments and events that are using the baseball diamonds, as well as any non-baseball events using the baseball diamonds.
- 5.7 HSR shall maintain a listing of all public requests for using the baseball diamonds and whether or not the request was granted. If the request was not granted or granted with certain modifications or conditions, these shall be noted. The listing shall be provided by December 31st each year and will be used by the Township to determine whether appropriate public access to the baseball diamonds is being provided.
- 5.8 Any temporary banners or signage placed by HSR on the Premises, other than on the fencing of the Facilities, must receive prior approval from the Township.

6. UTILITIES

- 6.1 The Township shall pay all fees and charges upon or in respect of the Premises for public and private utilities including water, sewage, electric power or energy, steam or hot water uses and telephone charges. Care should be taken by HSR to monitor and keep utility consumption as low as possible so that unnecessary additional charges are not incurred, especially with regard to Ball Diamond lighting. The Township shall also be responsible for any fittings, fixtures, machines, apparatus, meters or other things used in respect of any private or public utilities and for all work and services performed by any corporation or commission in connection with the public and private utilities supplied to the Premises.

- 6.2 HSR shall pay all fees and charges associated with natural gas, with respect to the Concession Booth Facility. HSR shall also be responsible for any applicable fees and charges for fittings, fixtures, machines, apparatus, meters or other things used in respect of any natural gas and for all work and services performed by any corporation or commission in connection with the propane and/or natural gas supplied to the Concession Booth Facility.

7. CAPITAL IMPROVEMENTS OR ALTERATIONS

- 7.1 In this Agreement, Capital Improvements or Alterations are considered to be improvements to the Facilities beyond general maintenance and repair, as well as projects beyond what the Township, in its sole discretion, deems to be required or considers necessary. For clarification, Capital Improvements or Alterations are not projects that the Township is required to complete, or desires to be completed.
- 7.2 HSR may make a suggestion or request, in writing, to the Township for a Capital Improvement/ Alteration project, however, the Township shall maintain sole discretion as to whether or not such project requests are approved. Further, should another organization or group wish to complete a Capital Improvement/ Alteration project on the Premises, HSR will be consulted; however, the Township, in its sole discretion, shall have a right to approve any such project requests. All requests for Capital Improvement/ Alteration projects by HSR shall be made in writing to the Township's Supervisor of Parks and Recreation by no later than December 31 of the year preceding the proposed project.
- 7.3 All Capital Improvements or Alterations will not be of such a kind or extent as to in any manner weaken any structure, building, facility or sign after the Capital Improvements or Alterations are completed, or reduce the useable public space on the Premises.
- 7.4 HSR shall be responsible for all expenses related to Capital Improvements or Alterations they desire to make to the Facilities.
- 7.5 Before considering any Capital Improvements or Alterations, HSR shall supply to the Township a detailed plan showing the proposed improvements or alterations, for approval. Depending on the scope of the Improvements or Alterations, approval may be subject to the ratification of Township Council.
- 7.6 Upon approval, all purchases of labour, supplies and materials, as well as all project management for Capital Improvements or Alterations shall be undertaken entirely by the Township, with input from HSR.
- 7.7 All Capital Improvements or Alterations shall conform to all Building By-laws and Regulations, if any, then in force affecting the Facilities.

- 7.8 The Township shall be responsible to provide for any applicable building permit fees or other development related charges associated with any Capital Improvements or Alterations to the Facilities.
- 7.9 Upon completion, all Capital Improvements or Alterations shall become the property of the Township.

8. ACCESS

- 8.1 The Township, its employees, servants or agents shall, at all times and for any and all purposes, have unimpeded access to any and every area of the Premises, including the Facilities, while acting in the scope of their duties or employment.
- 8.2 HSR shall provide keys and/or access codes to the Township for access to all of the Facilities subject to this Agreement on the Premises that may be secured by HSR.

9. COMPLIANCE WITH THE LAW AND NUISANCE

- 9.1 HSR may not use the Facilities or permit any other person or entity to use the Facilities, for events that they directly organize or sponsor, for any improper, immoral or unlawful purpose, for a use or purpose inconsistent with applicable zoning or Township by-laws.
- 9.2 HSR shall ensure that for any event that they organize or sponsor that they do not do, cause or permit to be done, any act or thing in or upon the Facilities which shall or may be, or might become, an annoyance, nuisance or disturbance to the occupiers of any lands or properties adjoining or in the vicinity of the said Premises and of which matters the Township shall be the sole judge and its decision thereon binding on HSR.

10. PROTECTIVE INSTALLATIONS

- 10.1 The Township shall pay the cost of any installations, additions or alterations (and repairs and maintenance thereto) on the Premises generally, and to the Facilities subject to this Agreement (with the exception of the Concession Booth Facility), that may be required by any Municipal, Provincial or other governing authority for the health and safety, protection or security of any employees, invitees and guests, and his or her affects. All such installations, additions or alterations shall forthwith become the property of the Township, with the responsibility for maintenance also being that of the Township.

- 10.2 HSR shall pay the cost of any installations or alterations (and repairs and maintenance thereto) for the Concession Booth Facility for any cooking or food preparation equipment that may be required by any Municipal, Provincial or other governing authority for the health and safety, protection or security of any employees, invitees and guests, and his or her affects. All such installations or alterations shall forthwith become the property of the Township.

11. ALCOHOL LICENSING

- 11.1 HSR covenants and agrees for itself, its members, employees, invitees and guests for any activities, events or programs it directly organizes or sponsors to abide by any and all regulations, policies and best practices (Municipal, Provincial or Federal) associated with the consumption of alcohol on the Premises generally. The Township may have additional requirements for alcohol related events, depending on the nature of the subject event. HSR shall ensure that appropriate Licenses and/or Special Occasions Permits (SOPs) are obtained for all events that they directly operate or sponsor where alcohol is served on the Premises and that appropriate insurance is in place for liquor events, naming the Township as an additional insured.
- 11.2 HSR covenants and agrees for itself, its members, employees, invitees and guests for any activities, events or programs it directly organizes or sponsors to ensure that no alcohol is consumed on the Premises outside of any designated licensed area.

12. SMOKING OR VAPING

- 12.1 HSR covenants and agrees for itself, its employees, invitees and guests, at events that it directly organizes or sponsors, that in accordance with the Smoke Free Ontario Act 2017, as amended, and all associated Regulations, as well as any Township By-laws, that no smoking or vaping will be permitted anywhere on or in the Facilities. The Township shall be responsible to ensure no smoking or vaping occurs on the Premises.

13. INSPECTIONS OF THE PREMISES AND FACILITIES

- 13.1 The Township shall conduct regular inspections of the Premises, as well as the Facilities subject to this Agreement.
- 13.2 HSR shall conduct regular inspections of the Facilities subject to this Agreement, as well as regular inspections of the Premises during events that they organizes or sponsors.
- 13.3 Both parties will respond to required maintenance, repairs and items of non-compliance expeditiously.

14. HEALTH AND SAFETY

- 14.1 HSR shall use, operate and maintain the Facilities at all times in a safe and healthy manner, and in compliance with all Federal, Provincial and Township Health and Safety legislation, regulations, policies and best practices.

15. INSURANCE

- 15.1 The Township shall be responsible to pay for all standard property and general liability insurance premiums associated with the property itself including all buildings, structures and facilities located on the Premises, including the Facilities subject to this Agreement, including all standard property and general liability coverage.
- 15.2 HSR covenants with the Township that the events, activities or programs to be so carried on or at the Facilities will not be of such a nature as to Township having to pay an increased rate of insurance premiums on the Premises or by reason thereof. Further, HSR covenants to not carry on or permit to be carried on any events, activities or programs on the said Premises which may make void or voidable any insurance held by the Township or the other actual or potential occupants of the Premises.
- 15.3 HSR shall carry, at minimum, the following insurance coverage related to the Facilities, as well as events, activities or programs that they organize or sponsor on or at the Facilities, or the Premises generally:
- \$5,000,000 Comprehensive General Liability Coverage, with specific endorsements for:
 - Director/Officer Coverage
 - Participant/ Spectator Injury and/or death
 - Liquor Event Liability
 - Non-owned automobile
 - \$20,000 Tenants Liability (for items owned by HSR and stored on the Premises);
 - The Corporation of the Township of East Zorra-Tavistock shall be added as an additional insured to HSR's insurance policy;
 - Insurance coverage is to contain a cross-liability endorsement.
- 15.4 HSR shall ensure that the Township is provided, at all times, with an up to date certificate of insurance. Proof of new or renewed insurance coverage shall be filed with the Township thirty (30) days before termination of the existing insurance. Thirty (30) days written notice shall also be delivered to the Township should HSR's insurance policy be cancelled.

- 15.5 Issuance of any insurance policy shall not be construed as relieving HSR from responsibility for other or larger claims, if any, for which they may be held responsible.
- 15.6 HSR agrees to release the Township from any and all claims for damages arising from any accident or injury, which is caused by, or arising from events, programs or activities that they directly organize or sponsor on the Facilities subject to this Agreement, or the Premises generally.

16. ENTITLEMENT TO DAMAGES

- 16.1 HSR shall not be entitled to damages, losses, costs or disbursements from the Township for personal property during the term hereby created on, caused by or on account of theft, fire, water, sewage, sprinkler systems, partial or temporary failure or stoppage of heat, light, elevator, live steam or plumbing services in or to the said Premises or building, whether due to acts of God, strikes, accidents, the making of alterations, repairs, renewals, improvements, structural changes on the said Premises or the equipment or systems supplying the said services, or from any cause whatsoever, provided that the said failure or stoppage be remedied within a reasonable time.

17. CONTACT

- 17.1 Annually, a member of both HSR and the Township will be identified as the respective points of contact for any matters related to the Facilities, and Premises generally.

18. NOTICE

- 18.1 Any notice which any of the parties is required or permitted to give pursuant to any provision of this Agreement may be delivered or mailed by registered mail addressed to:

HSR at:

**14 King Crescent, Hickson, ON, N0J 1L0
ATTN: Dave McLaren**

The Township at:

**89 Loveys Street, PO Box 100, Hickson, ON, N0J 1L0
ATTN: CAO**

Such notices shall be deemed to have been given at the time it was delivered or mailed, as the case may be.

19. NON-ASSIGNMENT OF RIGHTS

- 19.1 The parties agree that this Agreement cannot be assigned by HSR without the prior written consent of the Township, which in view of the special purpose nature of this Agreement, may be arbitrarily withheld by the Township.

20. GENERAL

- 20.1 The words importing the singular number only shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine gender, and words importing persons shall include firms and corporations and vice versa.

21. BINDING EFFECT

- 21.1 This Agreement and everything contained in it shall extend to, bind and enure to the benefit of the heirs, executors, administrators, successors and assigns of each of the parties to it. All covenants contained in this Agreement shall be deemed joint and several and all rights and powers reserved to the Township may be exercised by either the Township or his agents or representatives.

22. SEVERABILITY

- 22.1 If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement and/or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall be affected thereby and each term, covenant or condition of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

23. ENTIRE AGREEMENT

- 23.1 This Agreement and the Schedule(s) attached hereto and forming a part hereof, set forth all the covenants, promises, Agreements, conditions and undertakings between the Township or HSR concerning the Facilities and Premises generally, and there are no covenants, promises, Agreements, conditions or representations either oral or written between them other than herein and in the said Schedule(s) set forth. Except as herein provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the Township or HSR unless reduced to writing and signed by each of them.

SIGNED, SEALED AND DELIVERED

) **THE CORPORATION OF THE**
) **TOWNSHIP OF EAST ZORRA-TAVISTOCK**

)
)
) _____
) Mayor

)
) _____
) Clerk

) **HICKSON SPORTS AND RECREATION INC.**

)
)
) _____
) President

)
) _____
) Secretary

Schedule "A"
"The Premises"



Schedule "B"

"The Facilities"



Schedule "B"

"Legend"

- 1. Diamond #1**
- 2. Diamond #2**
- 3. Batting Cage**
- 4. Storage Building**
- 5. Concession Booth**
- 6. Storage Room**

**THE CORPORATION OF THE
TOWNSHIP OF EAST ZORRA-TAVISTOCK
COUNTY OF OXFORD
BY-LAW # 2024 - 11**

Being a by-law to confirm all actions and proceedings of the Council.

NOW THEREFORE THE COUNCIL OF THE TOWNSHIP OF EAST ZORRA-TAVISTOCK ENACTS AS FOLLOWS:

All actions and proceedings of the Council taken at its meeting held on the 6th day of March, 2024 except those taken by By-law and those required by law to be done by resolution are hereby sanctioned, ratified and confirmed as though set out herein provided, however, that any member of this Council who has dissented from any action or proceeding or has abstained from discussion and voting thereon shall be deemed to have dissented or abstained, as the case may be, in respect of this By-law as it applies to such action or proceeding.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 6th DAY OF MARCH, 2024.

Phil Schaefer, Mayor

seal

Will Jaques, Clerk