



**Corporation of the Town of Ingersoll  
Council Agenda  
Regular Meeting of Council  
Town Centre, Council Chambers  
Tuesday, October 15, 2019, 5:30 p.m.**

**Call to Order**

**Disclosures of Pecuniary Interest**

**Closed Session – 5:30 p.m.**

Section 239 (2) (i) a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations or a person, group or persons, or organization – ERTH Update

Paul Madden, Town of Ingersoll ERTH Board Member to Attend

**Town of Ingersoll Staff – Long-Term Service Awards**

**20 Year Long-Term Service Awards**

Chrislyn Dykxhoorn – Community Services, Program Coordinator

Giulio Robles – Fire Services, Volunteer Firefighter

**Closed Session Reporting**

Council went into closed session on September 9, 2019 under Section 239 (2) (i) a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations or a person, group or persons, or organization – In relation to Report A-022-19, cost associated with design as supplied in confidence by Nicholson Sheffield Associates Incorporated.

Council received information.

Council also went into closed session on September 9, 2019 under Section 239 (2) (c) a proposed or pending acquisition or disposition of land by the municipality or local board.

Staff received direction.

## Consent Agenda

Items listed under the Consent Agenda are considered for information or are not expected to require Council direction and are enacted in one motion. The exception to this rule is that a Council Member may request that one or more items be removed from the Consent Agenda for separate discussion and vote.

October 15, 2019 – Consent Agenda

## Resolution – Committee of the Whole (Councillor Lesser)

## Minutes of Council Meetings

- 1) Minutes of Regular Council Meeting on [September 9, 2019](#)

## Special Staff Reports

- 1) Policing Contract Renewal [A-022-19](#)
- 2) Boundary Adjustment Update [A-024-19](#)
- 3) Design Phase Multi-Use Recreational Facility [A-025-19](#)
- 4) Official Plan and Rezoning Application 50 Thames St., Ingersoll [A-026-19](#)
- 5) Planning Application Process [A-027-19](#)
- 6) Town Hall Fire Alarm [B-019-19](#)
- 7) Appointment to the Local Court Security Advisory Committee [C-038-19](#)
- 8) Homeless Encampment Issue and Proposed Response [C-039-19](#)
- 9) Planning Overview: Community Safety and Well-Being Plan [C-040-19](#)
- 10) Upgrades to Software for Efficiencies [C-041-19](#)
- 11) Fee Exemption Request from the Royal Canadian Legion [C-042-19](#)
- 12) 2020 Budget Public Meetings Schedule and Direction [T-021-19](#)
- 13) Operating Budget Variance Report for 9 months of 2019 [T-022-19](#)

## Committee of Adjustment -

- 1) Minor Variance A-04-19, Donald and Janice Maltby, 108 Melita Street
  - a. [Report Number CP 2019-323](#)
- 2) Minor Variance A-05-19, Nicholas Hiebert, 4 Feltz Drive
  - a. [Report Number CP 2019-324](#)

### Delegations & Presentations

- 1) Danielle Klemp – Enforcement of speed limit in school zone on King St. E.

### Correspondence & Resolution

- 1) Association of Municipalities Ontario – [Submission to the Attorney General of Ontario re Joint and Several Liability](#)

### Consideration of By-Laws

- 1) [By-Law 19-5047](#) - To Authorize the Execution of a Lease Agreement with Ingersoll Services for Seniors (Seniors' Centre Lease Agreement)
- 2) [By-Law 19-5070](#) - To Authorize the Execution of an Agreement with Nicholson Sheffield (MURC design services)
- 3) [By-Law 19-5071](#) – October Confirmation By-Law

### Notice of Motion

Notice of Motion: Councillor Petrie

Whereas the Town of Ingersoll and the County of Oxford are environmentally conscious communities.

And whereas the Town of Ingersoll is a member of the Upper Thames River Conservation Authority (UTRCA) and has a representative on the board of directors of the UTRCA through Oxford County.

And whereas the board of directors determines the policies, priorities and budget of the UTRCA.

And whereas the UTRCA provides the County of Oxford and Ingersoll with expert advice on the environmental impact of land use planning proposals and that the Town of Ingersoll and the County of Oxford does not have staff with comparable expertise or experience.

And whereas the UTRCA provides programs to the residents of Ingersoll, County of Oxford and other member municipalities that include recreation, education, water quality monitoring, reduction of vegetation loss and soil erosion, preservation of species at risk as well as protecting life and property through a variety of measures.

Therefore, be it resolved, that the Town of Ingersoll supports continuation of the programs of the UTRCA, both mandatory and non-mandatory, and that no programs of the UTRCA or of the other Conservation Authorities in Ontario be “wound down” at this time and informs the County of Oxford of Ingersoll’s support of these programs.

And that, the Ministry of Environment, Conservation and Parks give clear direction as to what programs are considered mandatory and non-mandatory and how those programs will be funded in the future.

And that this resolution be forwarded to the County of Oxford, Minister of the Environment, Conservation and Parks, Premier Doug Ford, MPP Ernie Hardeman, the Association of Municipalities of Ontario, the Upper Thames River Conservation Authority, Conservation Ontario and all Ontario municipalities.

### Upcoming Council Meetings

**Regular Meeting of Council**  
Monday, December 9, 2019, 6:00 p.m.  
Town Centre, Council Chambers

### Council Committee Meetings

Please check the events calendar at [www.ingersoll.ca](http://www.ingersoll.ca) in the event of changes to Committee meeting dates and times

#### **Harvest Festival**

4<sup>th</sup> Wednesday of the Month  
Cheese and Agricultural Museum  
6:30 p.m.

#### **Transportation Committee**

4<sup>th</sup> Wednesday of Every Other Month  
Town Centre, Engineering Board Room  
10:00 a.m.

#### **Ingersoll BIA**

2<sup>nd</sup> Tuesday of the Month  
Town Centre, JC Herbert Room  
6:30 p.m.

#### **Museum Committee**

3<sup>rd</sup> Thursday of the Month  
Cheese Museum  
6:30 p.m.

#### **Safe Cycling Committee**

2<sup>nd</sup> Thursday of the Month  
Town Centre, JC Herbert Room  
6.30pm

#### **Police Services Board**

4<sup>th</sup> Monday of the Month  
Town Centre, JC Herbert Room  
6:00 p.m.

#### **Recreational Trails Committee**

3<sup>rd</sup> Wednesday of the Month  
Town Centre, JC Herbert Room  
6:30 p.m.

### Closed Session

- 1) Minutes of Closed Session on August 12, 2019
- 2) Minutes of Closed Session on September 9, 2019
- 3) Section 239 (2) (b) personal matters about an identifiable individual, including municipal or local board employees
- 4) Section 239 (2) (c) a proposed or pending acquisition or disposition of land by the municipality or local board – Industrial lands
- 5) Section 239 (2) (c) a proposed or pending acquisition or disposition of land by the municipality or local board

- 6) Section 239 (2) (f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose – In relation to legislative changes under Bill 108

## Adjournment



**Corporation of the Town of Ingersoll  
Regular Council Meeting Minutes  
Town Centre, Council Chambers  
Monday, September 9, 2019  
Open Session, 5:30 p.m.**

**Council Members Present:**

Councillors: Comiskey, Freeman, Eus, Bowman, Van Kooten-Bossence, Lesser, and Petrie

**Staff Present:**

William Tigert  
Michael Graves, Director of Corporate Services/Clerk-Deputy CAO  
John Holmes, Fire Chief  
Kyle Stefanovic, Director of Community Services  
Ramesh Ummat, Engineer  
Shannon Vanderydt, Chief Building Official

**Media Present:**

Rogers TV

**Call to Order**

Mayor Comiskey is in the chair and opens this meeting of Council at 5:30 p.m.

**Disclosures of Pecuniary Interest**

No pecuniary interests of the general nature thereof were declared.

**Closed Session**

**Moved by Councillor Petrie; Seconded by Councillor Lesser.**

**C19-09-258 THAT** Council do now go into a Closed Meeting at 5:32 p.m. pursuant to Section 239 (2) of the Municipal Act, 2001, as amended to discuss the following matter:

Section 239 (2) (i) a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group or persons, or organization – In relation to Report A-022-19, cost associated with design as supplied in confidence by Nicholson Sheffield Associates Incorporated.

**CARRIED**

**Moved by Councillor Petrie; seconded by Councillor Lesser**

**C19-09-259 THAT** Council do now rise out of the Closed Session meeting at 5:59 p.m.  
**CARRIED**

### Closed Session Reporting

Council went into closed session on August 12, 2019, under Section 239 (2) (c) a proposed or pending acquisition or disposition of land by the municipality or local board – Industrial Lands

Staff received direction.

Council also went into closed session on August 12, 2019, under Section 239 (2) (c) a proposed or pending acquisition or disposition of land by the municipality or local board.

Staff received direction.

Council also went into closed session on August 12, 2019, under Section 239 (2) (e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board.

Staff received direction.

### Consent Agenda

**Moved by Councillor Bowman; seconded by Councillor Lesser**

**C19-09-260 THAT** the items contained in the September 9, 2019 Consent Agenda be adopted.

**CARRIED**

### Resolution – Committee of the Whole

**Moved by Deputy Mayor Freeman; seconded by Councillor Bowman**

**C19-09-261 THAT** Council do now go into Committee of the Whole.

Council in Committee of the Whole, Councillor Van Kooten-Bossence in the Chair.

**CARRIED**

### Council Minutes

**Moved by Councillor Lesser; seconded by Councillor Petrie**

**C19-09-262 THAT** the minutes from the August 12, 2019 Regular Meeting of Council be adopted as presented.

**CARRIED**

**Moved by Councillor Petrie; seconded by Councillor Lesser**

**C19-09-263 THAT** the minutes from the August 26, 2019 Special Meeting of Council be adopted as presented.

**CARRIED**

**Special Staff Reports**

- 1) Appointment of Alternate Upper Tier Council Member, C-036-19

**Moved by Councillor Eus; seconded by Councillor Bowman**

**C19-09-264 THAT** Staff report C-036-19 be received by the Council for the Corporation of The Town of Ingersoll as information;

**AND FURTHER THAT** Council appoints the Deputy-Mayor of the Town of Ingersoll to be the alternate at County of Oxford Council in the absence of the Mayor.

**CARRIED**

- 2) Outdoor Ice Rink – Consideration for the MURC, CS-030-19

**Moved by Councillor Bowman; seconded by Councillor Eus**

**C19-09-265 THAT** Staff report CS-030-19 be received by the Council for the Corporation of the Town of Ingersoll as information.

**AND THAT** Council deny the inclusion of an outdoor ice pad to the proposed first phase of the Multi-Use Recreation Centre.

**CARRIED**

- 3) Cycles of Life for Supportive Transitional Living – Community Sharing Table, CS-031-19

**Moved by Deputy Mayor Freeman; seconded by Councillor Bowman**

**C19-09-267 THAT** Staff report CS-031-19 be received by the Council for the Corporation of the Town of Ingersoll as information;

**AND FURTHER THAT** staff be directed to circulate the Cycles of Life request to operate a sharing table to the BIA Board for comment.

**CARRIED**

- 4) Feasibility of the Continued Use of Centennial Lane, CS-032-19

**Moved by Councillor Lesser; seconded by Councillor Petrie**

**C19-09-268 THAT** Staff report CS-032-19 be received by the council for the Corporation of the Town of Ingersoll as information;

**AND THAT** the Council for the Town of Ingersoll approves the closure of Centennial Lane to through traffic.

**CARRIED**

- 5) Community Services Fee By-Law Update, CS-033-19



**Moved by Councillor Petrie; seconded by Councillor Lesser**

**C19-09-269 THAT** Staff report CS-033-19 be received by the Council for Corporation of the Town of Ingersoll as information;

**AND THAT** Council approves the amended Community Services 2019 Rates and Fees as attached and highlighted in yellow.

**AND FURTHER THAT** a By-law with the amended Community Services Rates and Fees be brought forward for Council consideration.

**CARRIED**

- 6) MURC Fundraising Campaign Coach, CS-034-19

**Moved by Councillor Eus; seconded by Councillor Bowman**

**C19-09-270 THAT** Staff report CS-034-19 be received by the Council of the corporation for the Town of Ingersoll as information;

**AND THAT** Council approves monies to be withdrawn from the arena ice fees' reserve to proceed with the hiring of a campaign coach for the MURC Fundraising Campaign through a competitive RFP process.

**CARRIED**

- 7) Zone Change ZN 6-18-05, Bonnie Brown and Xoana Corporation, CP 2019-246

**Moved by Councillor Bowman; seconded by Councillor Eus**

**C19-09-271 THAT** the presentation from Ralph Benedict on the independent planning advice obtained regarding application ZN 6-18-05 be received by the Council for the Corporation of the Town of Ingersoll as information.

**CARRIED**

**Moved by Deputy Mayor Freeman; seconded by Councillor Bowman**

**C19-09-272 THAT** the presentation from Bonnie Brown and Anthony Mota regarding application ZN 6-18-05 be received by the Council for the Corporation of the Town of Ingersoll as information.

**CARRIED**

**Moved by Councillor Lesser; seconded by Councillor Petrie**

**C19-09-273 THAT** the Council of the Town of Ingersoll approve the zone change application submitted by Bonnie Brown and Xoana Corporation, whereby the lands described as Part Lot 1D, 2D, 3D Block 43, Plan 279, municipally known as 75, 77 and 81 King Street East are to be rezoned from 'Residential Type 2 Zone (R2)' to 'Residential Type 3 Zone (R3)' to permit the development of three multiple unit dwellings containing six units each.

**CARRIED**

8) Zone Change 6-19-01, Robert and Carol Stuart, 387 Bell St., CP 2019-262

**Moved by Councillor Petrie; seconded by Councillor Lesser**

**C19-09-274 THAT** the Council of the Town of Ingersoll approve the proposed Zoning By-law Amendment to implement the approval in-principle of Zone Change Application ZN 6-19-01, as attached and outlined in Supplementary Report CP 2019-262.

**CARRIED**

**Moved by Councillor Eus; seconded by Councillor Bowman**

**C19-09-275 THAT** the Committee now do rise out of Committee of the Whole.

**CARRIED**

**Moved by Mayor Comiskey; seconded by Councillor Van Kooten-Bossence**

**C19-09-275 THAT** Council do hereby adopt, ratify and confirm all resolutions passed in the Committee of the Whole as if each resolution was adopted, ratified and confirmed by separate resolution of Council.

**CARRIED**

**Moved by Mayor Comiskey; seconded by Councillor Van Kooten-Bossence**

**C19-09-276 Whereas** Council went into Closed Session at 5:30 p.m. on Monday, September 10, 2019 under Section 239 (2) (i) a trade secret or scientific, technical, commercial, financial, or labour relations information supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group, or persons, or organization – In relation to Report A-022-19, cost associated with the design of the MURC as supplied in confidence by Nicholson Sheffield Associates Incorporated.

**AND WHEREAS** Jim Sheffield of Nicholson Sheffield attended the closed session to advise Council of the Industry standard costs and the proposal from Nicholson Sheffield for design and contract supervision of the first phase of the MURC.

**NOW THEREFORE BE IT RESOLVED THAT** Council enter into a contract with Nicholson Sheffield Architects Inc. for the design and contract supervision of the first phase of the MURC facility at Clark Rd. using the sole sourcing provisions of the procurement by-law.

**CARRIED**

### Committee of Adjustment – Public Meeting

**Moved by Councillor Bowman; seconded by Councillor Eus**

**C19-09-277 THAT** the Council of the Town of Ingersoll adjourns the September 9, 2019 Regular Meeting of Council at 7:08 p.m. to go into a Committee of Adjustment meeting to consider the following application:

- Minor Variance Application A-03-19, ERTH Corporation, 180 Whiting St.

**CARRIED**

Chair Comiskey declares the Public Meeting to be open and asks if any member of the Committee of Adjustment has a conflict of interest on the application being heard.

No pecuniary interest is declared.

The Planner, Ron Versteegen gives the report.

No comments from the public.

**Moved by Member Freeman; seconded by Member Bowman**

**C19-09-278 THAT** the Town of Ingersoll Committee of Adjustment **approve** Application File A-03-19, submitted by ERTH Corporation for lands described as Lot 16, Plan 279 in the Town of Ingersoll and further identified as 180 Whiting Street, as it relates to:

1. Relief from **Section 5.19.3.1 – Location of Parking Areas, Yards and Setbacks**; to reduce the minimum required setback of a parking area from street line from 1.0 m (3.3 ft.) to 0 m (0 ft.);
2. Relief from **Section 5.19.3.1 – Location of Parking Areas, Yards and Setbacks**; to reduce the minimum required setback of a parking area from an interior lot line from 1.5 m (4.9 ft.) to 0 m (0 ft.);
3. Relief from **Section 13.2 – Zone Provisions, Front Yard**; to reduce the minimum required setback of a building on the opposite side of a Residential Zone from 25.0 m (82 ft.) to 13 m (42.7 ft.);
4. Relief from **Section 13.2 – Zone Provisions, Setback from Centreline of an Arterial Road**; to reduce the minimum required setback of a building from 28.0 m (91.9 ft.) to 23 m (75.6 ft.); and
5. Relief from **Section 13.2 – Zone Provisions, Use of Front and Exterior Side Yards**; to enable parking in the front yard of the existing building to accommodate expansions to the existing building on the subject property.

**CARRIED**

**Moved by Member Van Kooten-Bossence; seconded by Member Lesser**

**C19-09-279 THAT** September 9, 2019 Regular Council meeting come back into order.

**CARRIED**

**Zone Change Application - Public Meeting**

Chair, Mayor Comiskey declares the public meeting to be open to consider zone change application ZN 6-19-01 and asks if any member of Council has a conflict of interest on either of the applications being heard.

No pecuniary interest is declared.

The Planner, Ron Versteegen gives the report.

Applicant had no further comment on the application and report.

There were no Public comments.

**Moved by Councillor Lesser; seconded by Councillor Petrie**

**C19-09-280 THAT** the Council of the Town of Ingersoll approve the Zone Change application submitted by 2187439 Ontario Inc., for lands known municipally as 31 Thames St South, to amend the zoning from “Central Commercial Zone (CC)” to “Temporary Special Central Commercial Zone (CC-10(T))” to permit a modular home manufacturing business in an existing building for a temporary period not to exceed one year.

**CARRIED**

**Official Plan Amendment and Zone Change – Public Meeting**

Chair, Mayor Comiskey declares the public meeting to be open to consider Official Plan Amendment and Zone Change application OP 19-08-6 & ZN 6-19-05 and asks if any member of Council has a conflict of interest on either of the applications being heard.

No pecuniary interest is declared.

The Planner, Ron Versteegen gives the report.

The Applicant Apostolos Sigalas of Toronto and Ron Davidson planner for applicant. Thanks staff and comments that it is great to be here in front of council two months after the submission of the application. He is excited about the project. Rezoning will allow him to repurpose the facility and create economic growth. He hasn't yet secured a tenant yet. Points out the new jobs this would create. Ingersoll already has two unique spaces, being Elm Hurst and the Carnegie hall. Not looking to build anything or tear anything down.

Planner for the Applicant Ron Davidson agrees that he appreciates the assistance from county planning and local staff great assistance. The applicant may need a small vestibule and a small patio that has been reduced in size and walls added to limit noise. There are certain types of uses you may want in your downtown core. This is one of those uses that is great for your downtown.

The Mayor asks if anyone from the public wishes to speak to the application.

Margarie Sherlock of 175 Earle Street (directly behind the church) spoke in support of the official plan and zone change.

Ralph Cers of 209 Oxford Street who lives right across the road from the church. He was concerned with what the property could become and was concerned about parking.

Planner for the applicant Ron Davidson spoke and stated that they have made it abundantly clear they are not sure what is going into the building. Some of the uses could be an assembly hall, restaurant and the list of uses for downtown core.

Patrick Simmons of 213 Oxford Street spoke to concerns about parking and impacts on the neighbourhood.

Brenda Seaton said most of the uses were fine for most of the residents except for the first two uses being microbrewery and restaurant. Raised concerns of those uses spilling over onto neighbouring properties. Also concerns with the narrow street.

Walter Murray of 173 Oxford also raised concerns that a microbrewery might create on the neighbourhood.

Applicant Mr. Sigalas spoke. Thank you for bringing some of those points to my attention. I'm not looking to run a business out of there. They have to be a productive part of the building. A tenant that will be productive. When we look at a site for development. Been looking for a church for 2 years. There are nine thousand churches that will become for sale in the next 10 years. Outlines the parking in the area. Outlines the parish hall with the restaurant and the parish hall to be used for events. The maximum parking is 76 spaces. When renting these kind of spaces we make it clear the parking that is available.

Paul Robinson of 177 Oxford raised concerns with a microbrewery.

Bob Godfree spoke. Stressed that he thought the decision should take into account what is best for Ingersoll as a community.

Mark Mahoy of 60 Frances Street expressed that he has similar concerns as some of the others.

**Moved by Councillor Petrie; seconded by Councillor Lesser**

**C19-09-281 THAT** the Council of the Town of Ingersoll approve-in-principle, the zone change application File No. ZN 6-19-05, submitted by The Incorporated Synod of the Diocese of Huron, for lands described as Lots 3 and 4 and Part Lots 1A, 1, 2, 9, 10 & 11, Block 14, Plan 279, Town of Ingersoll, to rezone the subject lands from 'Central Commercial Zone (CC)' and 'Minor Institutional Zone (IN1)' to 'Special Central Commercial Zone (CC-Special)' to enable the conversion of the former St. James Anglican Church building into a multi-tenant commercial building.

**AND FURTHER**, that the Council of the Town of Ingersoll advise County Council that the Town supports the application for Official Plan Amendment, File No. OP 19-08-6,

submitted by The Incorporated Synod of the Diocese of Huron, for lands described as Lots 19-21, Part Lots 3 and 4 and Part Lots 1A, 1, 2, 9, 10 & 11, Block 14, Plan 279, Town of Ingersoll, to redesignate the subject lands to from 'Entrepreneurial District' to 'Central Business District' to enable the conversion of the former St. James Anglican Church building into a multi-tenant commercial building.

**CARRIED**

### Delegations and Presentations

- 1) Gavin Houston of Aggregate Ontario – Information regarding Aggregate Ontario's efforts to improve the aggregate industry in the region and about the upcoming Aggregate Summit in Zorra Township.

**Moved by Councillor Eus; seconded by Councillor Bowman**

**C19-09-282 THAT** the presentation from Gavin Houston of Aggregate Ontario concerning the organizations' efforts to improve the aggregate industry in the region and about the upcoming Aggregate Summit in Zorra Township be received as information.

**AND FURTHER THAT** the Town of Ingersoll join Aggregate Ontario Alliance for the fee of \$300.00.

**CARRIED**

- 2) Wendy Palen of Ingersoll Services for Seniors – Presentation on the Seniors' Centre Lease Agreement

**Moved by Councillor Bowman; seconded by Councillor Eus**

**C19-09-283 THAT** the presentation from Wendy Palen of Ingersoll Services for Seniors regarding the Seniors' Centre Lease Agreement be received as information.

**AND FURTHER THAT** the upper East wing be brought back into the main lease agreement.

**CARRIED**

### Correspondence and Resolution

### Consideration By-Laws

**Moved by Deputy Mayor Freeman; seconded by Councillor Bowman**

**C19-09-284 THAT** the mover have leave to introduce and go into Committee of the Whole on the following by- laws:

19-5064, 19-5066, 19-5067, 19-5068, and 19-5069

Council in Committee of the Whole, Mayor Comiskey in the Chair. On motion, the by-laws are accepted as circulated. That constitutes the first and second reading of the by-laws.

**CARRIED**

**Moved by Councillor Van Kooten-Bossence; seconded by Councillor Lesser**

**C19-09-285 THAT** the Committee do now rise out of Committee of the Whole.

**CARRIED**

**Moved by Councillor Lesser; seconded by Councillor Petrie**

**C19-09-286 THAT** by-laws 19-5064, 19-5066, 19-5067, 19-5068, 19-5069, and provisional by-law 19-5059 be now read a third time, passed, signed and sealed and that this constitutes the third reading of the by-laws.

**CARRIED**

### Notice of Motion

Councillor Petrie introduced the following notice of motion:

WHEREAS the Town of Ingersoll and the County of Oxford are environmentally conscious communities.

AND WHEREAS the Town of Ingersoll is a member of the Upper Thames River Conservation Authority (UTRCA) and has a representative on the board of directors of the UTRCA through Oxford County.

AND WHEREAS the board of directors determines the policies, priorities and budget of the UTRCA.

AND WHEREAS the UTRCA provides the County of Oxford and Ingersoll with expert advice on the environmental impact of land use planning proposals and that the Town of Ingersoll and the County of Oxford does not have staff with comparable expertise or experience.

AND WHEREAS the UTRCA provides programs to the residents of Ingersoll, County of Oxford and other member municipalities that include recreation, education, water quality monitoring, reduction of vegetation loss and soil erosion, preservation of species at risk as well as protecting life and property through a variety of measures.

THEREFORE, be it resolved, that the Town of Ingersoll supports continuation of the programs of the UTRCA, both mandatory and non-mandatory, and that no programs of the UTRCA or of the other Conservation Authorities in Ontario be "wound down" at this time and informs the County of Oxford of Ingersoll's support of these programs. And that, the Ministry of Environment, Conservation and Parks give clear direction as to what programs are considered mandatory and non-mandatory and how those programs will be funded in the future.

AND THAT this resolution be forwarded to the County of Oxford, Minister of the Environment, Conservation and Parks, Premier Doug Ford, MPP Ernie Hardeman, the Association of Municipalities of Ontario, the Upper Thames River Conservation Authority, Conservation Ontario and all Ontario municipalities.

### Upcoming Council Meetings

#### Regular Meeting of Council

Tuesday, October 15, 2019, 6:00 p.m.  
Town Centre, Council Chambers

#### Regular Meeting of Council

Tuesday, November 12, 2019, 6:00 p.m.  
Town Centre, Council Chambers

### Closed Session

#### Moved by Councillor Petrie; seconded by Councillor Lesser

**C19-09-287 THAT** Council do now go into a Closed Meeting at 10:18 p.m. pursuant to Section 239 (2) of the *Municipal Act, 2001*, as amended to discuss the following matters:

- 1) Minutes of a Closed Session Meeting on August 26, 2019;
- 2) Section 239 (2) (c) a proposed or pending acquisition or disposition of land by the municipality or local board

**CARRIED**

#### Moved by Councillor Eus; seconded by Councillor Bowman

**C19-09-288 THAT** the minutes from the Closed Session Meeting on August 26, 2019 be adopted as presented

**CARRIED**

#### Moved by Councillor Eus; seconded by Councillor Bowman

**C19-09-289 THAT** Council do now rise out of a Closed Session meeting at 10:29 p.m.

**CARRIED**

### Adjournment

#### Moved by Deputy Mayor Freeman; seconded by Councillor Bowman

**C19-09-290 THAT** the Council for the Town of Ingersoll adjourns the September 9, 2019 Regular meeting of Council at 10:30 p.m.

**CARRIED**



\_\_\_\_\_  
Edward (Ted) Comiskey, Mayor

\_\_\_\_\_  
Michael Graves, Clerk



**Department:** Administration

**Report Number:** A-022-19

**Council Meeting Date:** October 15, 2019

**Title:** Policing Contract Renewal

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### Objective

To advise Council of the contract renewal date and seek direction.

### Background

As Council will recall, it did have preliminary discussions around the ongoing enhancements to the Town's policing contract. Those discussions took place earlier in the year and the report that was prepared by staff at that time is attached to provide a refresher for Council.

At that time Council deferred a decision and said it would more fully deliberate the issue as part of the 2020 budget cycle.

Staff have been advised that the current contract with the OPP expires at the end of the year, and should Council wish to make any changes this would be the opportune time to make any agreed upon changes.

Currently the Town's contract includes an enhanced position, the community youth officer, that is funded 100, by the Town. This enhancement is approximately \$140,000 per year based on the 2018 reconciled actuals.

It is staff's understanding that the Police Service Board may be approaching Council in the near future to make suggestions on expanding the duties of the community youth officer. No specific details are known at this time.\

## **Analysis**

Council will need to provide direction to staff to convey to the OPP on the contract renewal.

## **Interdepartmental Implications**

Council has viewed the activities of the youth officer as a valuable liaison with youth in the community both at the High School and the Fusion Centre. Any changes would impact on this service to the community.

## **Financial Implications**

As noted above, the contracting of the enhanced service is approximately \$140,000 per year.

## **Recommendation**

**THAT** staff report A-022-19 be received by the Council of the Corporation of the Town of Ingersoll as information;

**AND FURTHER THAT** Council provide direction to Staff on their wishes for the 2020 OPP contract renewal.

## **Attachments**

1. Clerk's report Numbered C-021-19
2. Ingersoll Police Services Board: Recommendations re High School Resource Officer

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Prepared: William Tigert, Chief Administrative Officer



**Department:** Clerk's Department

**Report Number:** C-021-19

**Council Meeting Date:** May 13, 2019

**Title:** Consideration of Options to Change the OPP Contract from a Section 10 Contract to a Section 5.1 Contract

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### Objective

To consider the ramifications and opportunities of switching the OPP Contract from a section 10 to a Section 5.1 under the Police Services Act.

### Background

During Council Budget deliberations at the February 7, 2019, Council meeting the following resolution was passed:

**Moved by Councillor Petrie; seconded by Councillor Van Kooten-Bossence**

**"THAT** Council direct staff to bring forward a report detailing the differences between levels of services provided by the OPP under Section 5.1 of the Police Services Act versus Section 10;

**AND THAT** staff explore options for how the Town may provide services comparable to those provided by the School Community Officer in the absence of such a role and the cost associated with those options. "

**Carried**

### Analysis

The attached fact sheet – details the differences between the S.5.1 vs. Section 10 contract policing under the Police Services Act.

As you can see switching from a section 10 contract to a section 5.1 contract has some significant effects.

First and foremost we would not be able to maintain any enhancements which includes the community policing officer that primarily works in the school system. This would be a savings of approximately \$165,000.

In the resolution above, staff have been asked to explore options for how the Town may provide services comparable to those provided by the School Community Officer in the absence of such a role. Staff have contacted the School Board and are awaiting comment to see if we can put in an alternative type officer being a commissioners officer or some other method of support staff. However, it is not clear that a commissioners officer would be sufficient to replace the duties of the School Community Officer whose duties are listed below:

1. Enforce the Criminal Code and provincial offences on and about IDC1 and the Fusion Youth Center.
2. Resource to educators and students on social and legal issues (i.e., youth crime matters and youth crime prevention initiatives).
3. To collaborate by building positive partnerships with students, teachers, and parents, and elsewhere in the Ingersoll community.
4. To support and promote youth initiatives within the community by working closely with the Oxford Community Service and patrol sections.
5. To create a network of information and support with the school, parents, Crown Attorney's, Probation and Parole, Attendance Officers, Family and Children's Services, MADD Canada, Addiction Counselors, and other community partners or advisory groups.
6. To create and present effective programming on topics of interest as they relate to students (i.e., drugs and alcohol abuse, violence, etc.).
7. Liaise weekly with the sergeant.
8. Provide a written monthly summary of activities to the Sergeant.

The officer also performs other duties as assigned including foot patrol, bicycle patrol, community-based presentations. Although these duties may not be needed if the Town took over these functions, the lack of this utilization would likely increase our calls for service which would, in turn, increase our contract costs.

If permissible by the School Board to replace the officer with someone other than a police officer it would need to be someone with some significant training and education to deal with legal issues and other issues surrounding youth. Staff estimate that an individual of this nature either on contract or hired full-time would cost approximately \$75,000 per year. This estimate may be low if we include benefits, supervision, and overhead.

As well we would not be able to receive several types of funding that we currently receive which is the ride grant (estimated to be \$8,840 in 2019). The safer communities grant (estimated to be \$15,000 in 2019). The Community Policing Program Grant (estimated to be \$15,000 in 2019); the prisoner transport grant (estimated to be \$8,000 for 2019). This would mean a reduction in revenue of approximately \$46,840.

Further, we would no longer be required to maintain a police services board which would be a cost savings of approximately \$34,000 annually. However, a Community Policing Advisory Committee is discretionary under a 5.1 contract. That committee would probably cost about \$8,000 a year to run if Council chose to establish such a committee.

The other issue to consider is that under a section 10 contract the OPP enforce by-laws, and under section 5.1 the OPP have no responsibility to enforce any municipal by-laws. This is probably why 5.1 contracts are favoured by rural municipalities that have much less by-law enforcement issues. Currently, the OPP enforce the by-laws as agreed upon in the contract.

Estimating the costs of by-law enforcement issues are difficult. Given the 2019 OPP Billing Statement we can estimate the number of calls for service as follows:

<b>Call for Service Code</b>	<b>4-year average</b>
Animal Stray	16
By-law Master code	1
Dogs By-law	2.25
Loitering By-law	0.25
Noise By-law	13.25
Noise Complaint – Animal	21.50
Noise Complaint- Business	6.25
Noise Complaint – Master code	1.75
Noise Complaint – Others	6.25
Noise Complaint – Residence	61.00
Noise Complaint – Vehicle	8.75
Other Municipal By-laws	38.75
<b>Total</b>	<b>177</b>

Since the total calls for service equals 2,834.50 for the four-year average that means that the amount of calls for service related to by-law enforcement is 6.25% of all calls.

Since calls for service represent 43.8% of the bill (as opposed to 56.2% for base service) and the total bill is \$2,405,319. That means calls for service represent \$1,503,529.72. And 6.2% of that represents \$65,318.84.

By Comparison, the Fire Department By-law Enforcement dealt with 60 by-law enforcement issues in 2018 (of which 42% were open-air burning). The Building Department deals with approximately 64 complaints annually, and the budget allocates approximately \$25,000 to those expenditures.

The by-law enforcement aspect could be handled by a contract service like commissioners. This service would have to be available after hours and on weekends as well because the bulk of the by-law enforcement issues that OPP currently deal with are probably occurring after office hours and on weekends. This would also require some form of supervision and administration.

A concern is that the calls for service will not drastically reduce as the OPP may still take the by-law calls and go out to the complaint to ensure no other laws are being broken and if it is only a by-law issue they may respond that the issue will need to be handled by the Town's by-law enforcement. As well the public may use other methods of complaining to try to entice the OPP to come as opposed to by-law enforcement. And lastly, if the by-law enforcement officer responds first to a by-law complaint, they may find other law infractions that prompt the by-law enforcement officer to call the OPP in as well.

By-law Enforcement may be able to be done through a contract as is parking enforcement currently. Those costs may be similar, but due to the after-hours nature of the enforcement it will likely need to be somewhat higher. We currently pay about \$23,500 for parking enforcement once all ticket revenues are deducted. Another area that may be hard to estimate is the number of legal fees and court costs we may incur. Given that the Town will be dealing with significantly more by-law enforcement we may have more cases that go to court that we may need to defend. I think a very conservative number for this cost of enforcement is probably \$60,000.

In the end, the cost savings and new costs can be evaluated as follows:

Issue	Cost Savings	New Cost
Community Safety Officer	\$165,000	\$75,000
Reduction in Grants received		\$46,840

Issue	Cost Savings	New Cost
Removal of Police Services Board	\$34,000	
Community Policing Advisory Committee		\$8,000
Calls for Service Reduction (1/2 of current cost)	\$32,659	
Creation of By-law Enforcement Department		\$60,000
Totals	\$231,659	\$189,840

This means the potential savings are approximately \$41,819; however this comes with some caveats. Will calls for service reduce much especially given that the School Community Safety Officer won't be available for some of the other duties as assigned? As well the costs of supervision and administration of larger by-law enforcement division could grow quickly. Further, legal costs of prosecution could be significant and are not included in this calculation at all. Finally, any intangible benefits of the community resource officer would be lost, such as the police presence in the schools and youth centre, trust building with youth and crime prevention that are hard to empirically measure.

One other option would be for the municipality to maintain the section 10 contract and simply eliminate School Community Policing Officer; however, if we eliminate this enhancement, we will lose the CPP grant and Safer Community Grant being approximately \$30,000/yr. That would mean the savings of annually about \$135,000. As indicated above we may incur additional calls for service that the School Community Policing Officer is currently providing as well as the intangible benefits listed above. This would have to be negotiated with the OPP.

**Interdepartmental Implications**

None

**Financial Implications**

As noted above



## Recommendation

**THAT** Staff report C-021-19 be received by the Council for the Town of Ingersoll as information.

## Attachments

- 1) Section S. 5.1 vs. S. 10 PSA

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Prepared by: Michael Graves, Director of Corporate Services, Clerk-Deputy CAO  
Approved by: William Tigert, Chief Administrative Officer



## Section S. 5.1 vs. S. 10 PSA

This chart illustrates the differences between OPP Section 5.1 and Section 10 PSA policing

LEGISLATED / FUNDING DIFFERENCES	S. 10 PSA - CONTRACT	S. 5.1 – NON CONTRACT
<b>1. Civilian Governance Model</b>	Police Services Board – mandatory pursuant to 10(2) PSA	Community Policing Advisory Committee – discretionary 5.1(4) PSA
<b>2. Objectives and priorities</b> for delivery of police services within the Municipality	Determined by Board after consultation with the Detachment Commander – 10(9) (b) (PSA)	Advisory role for CPAC for objectives and priorities for police services in municipality – 5.1(6)
<b>3. Policy</b> for the effective management of the police force	Local policy established by Board after consultation with the Detachment Commander - 10(9) (c) PSA	No defined role in PSA
<b>4. Selection</b> of the detachment commander/chief of police	Participate in the selection of the Detachment Commander- 10(9) (a) PSA	OPP attempts to involve s. 5.1 PSA integrated detachment municipalities in the selection - no legislated requirement
<b>5. Evaluation</b> of the Detachment Commander/Chief of Police	Monitor performance of Detachment Commander 10(9) (d) PSA	No defined role in PSA
<b>6. Maintenance</b> of a complaints system	Review the Detachment Commander's administration of the complaint system and receive regular reports – 10(9) (f) PSA	No defined role in PSA
<b>7. Appoint</b> the members of the force	All hiring cost are covered under the agreement with the OPP, members are selected using the criteria of 43 (1) PSA	All hiring cost are covered, members are selected using the criteria of 43 (1) PSA
<b>8. Monitor</b> secondary activities of the police force members	The Detachment Commander provides regular reports to board on decisions made on secondary activities – 10(9) (e) PSA	No defined role in PSA
<b>9. Ministry Support Funding</b>	CPP & 1000 Officers Program, RIDE grants	Ineligible
<b>10. Revenue</b> from sale of found / recovered property and Fees recouped from sale of reports, security checks	Provided directly to municipality / board in a method agreed to locally	Credited to municipality in annual reconciled financial statement
<b>11. By-law</b> enforcement	By-law enforcement as specified in a contract - 10(6) PSA	19(2) PSA – OPP have no responsibility regarding municipal by-laws

To: Ingersoll Town Council  
Submitted by: Ingersoll Police Services Board  
Date: October 8, 2019  
RE: For Discussion Purposes- OPP Contract Recommendation to Ingersoll Town Council for the Ingersoll High School Resource Officer.

On behalf of the Ingersoll Police Board we present the following for discussion purposes regarding the High School Resource Officer 'HSRO'. As per Inspector Hymers, Detachment Commander:

*"The following are the responsibilities/duties of the High School Resource Officer 'HSRO' (these duties are in addition to the duties as outlined in section 42 of the Police Services Act):*

- 1. Enforce the Criminal Code and provincial offences on and about IDCI and the Fusion Youth Center.*
- 2. Resource to educators and students on social and legal issues (i.e., youth crime matters and youth crime prevention initiatives).*
- 3. To collaborate by building positive partnerships with students, teachers, and parents, and elsewhere in the Ingersoll community.*
- 4. To support and promote youth initiatives within the community by working closely with the Oxford Community Service and patrol sections.*
- 5. To create a network of information and support with the school, parents, Crown Attorney's, Probation and Parole, Attendance Officers, Family and Children's Services, MADD Canada, Addiction Counsellor's, and other community partners or advisory groups.*
- 6. To create and present effective programming on topics of interest as they relate to students (i.e., drugs and alcohol abuse, violence, etc.).*
- 7. Liaise weekly with the Ingersoll Community Services sergeant.*
- 8. Provide written monthly summary of activities to the Community Sergeant.*

*Please note that the above roles were last amended in 2016 when PC Bylsma became the HSRO and, as such, points seven and eight are no longer applicable. PC Bylsma now reports directly to a staff sergeant and he submits his monthly reports to me for inclusion in the PSB report*

*PC Bylsma reports directly to a staff sergeant and he submits his monthly reports to me for inclusion in the PSB report.*

*Inspector Hymers adds that, while it is not included in the above points, PC Bylsma also performs other duties as assigned by his staff sergeant or myself in relation to the Town of Ingersoll (e.g., foot patrol, bicycle patrol, community-based presentations, etc.)."*

The Ingersoll Police Board recommends to Ingersoll Town Council that they renew the HSRO's contract with caveat that the HSRO's roles and responsibilities to be expanded serve Council's specific policing needs for the Town of Ingersoll. The Ingersoll Police Services Board 'IPSB' has had ongoing internal discussions regarding the roles and

responsibilities of the High School Resource Officer, and we recommend this role would be of greater benefit to the community if duties were expanded. More specifically, duties could include focusing on prevention and fraud (including but not limited to identity theft), more extensive public education, greater presence in elementary school establishing youth relationships earlier, traffic enforcement as it relates to schools- bussing and parking, increasing visibility in the community through increased foot patrol, especially in areas identified with higher criminal activity and of community concern. A common community complaint presented to the IPSB and on town social media sites is that police visibility needs to be increased.

Expansion of the HSRO position would be of great benefit to the community of Ingersoll. The HSRO role is one officer that the Town Council is able direct, through requests to the IPSB, policing activities that they deem would be most beneficial to Ingersoll tax payers. The Council has the ability express to the Board their preferred use for this officer to fulfill specific community policing initiatives outside of operations, providing greater value to the community.

Every month the HSRO provides a report of quantitative policing data to the Board. It is important to note that there are qualitative values that the HSRO's report that cannot capture within the policing quantitative framework. More specifically, the HSRO's presence and interactions have a preventative effect on criminal activities and safety among our community's youth. In the HSRO's daily activities he could be dealing with a myriad of issues such as bullying, smoking, drug and alcohol abuse/addictions, mental health issues, suicidal ideation and intentions, victims of abuse-before. He addresses the issues before they escalate to a point of threatening the safety of the person involved and the community, or prevents a youth from engaging in criminal activity. The HSRO also identifies youth who are at risk, who are struggling. The HSRO concentrates on making regular contact with these vulnerable people gauging their progress, change or regress. The HSRO works closely with teachers and senior management to help provide solutions for broader problems such as non-compliance, unwanted persons and drug usage. The HSRO's presence serves as a deterrent to students considering threatening or criminal behaviour. His presence provides security to students and staff and well as providing assistance to victims of crime. The qualitative value of the role has a wide breadth of reach to youth as he is at the High School, Fusion Centre, throughout the town, and youth hangouts- which he has knowledge of. The Town of Ingersoll has had a HSRO for almost a decade and culture of the school is accepting and his presence is a deterrent.

The High School Resource Officer is a valuable piece in the effectiveness of policing in our community as per the core policing functions laid out in Section 4(2) of the Police Services Act. We, as a Board, recognize the financial implications in that the position is fully funded by the Town of Ingersoll as an enhancement to the policing contract, and they receive no grants. We also recognize that there must be accountability to ensure the taxpayers of Ingersoll are receiving the services they expect and are entitled. In stating that we offer that the HSRO policing at the High School and with youth is a quantitatively and qualitatively valuable piece of policing in our community. As stated earlier the Town of

Ingersoll is able to provide direction to the Board as to the expansion of the HSRO's role, where it would serve most beneficial to the community beyond youth policing. It is important for involved parties to note that an expanded role of HSRO would result in a decrease in police presence at the High School which could result in a decrease in effectiveness in his efforts of policing and crime prevention with Youth. IPSB requested from Inspector Hymers the provision of any supplemental rationale, beyond what the IPSB has stated, in support of the HSRO role as to how this position has benefited the community in relation to the cost. Inspector Hymers' report is attached.

The IPSB recommends the continuation of the HSRO expanded role at present, taking into consideration the Town Council development of their Community Safety and Well-Being Plan (CSWBP), its' upcoming municipal budget and OPP contract renewal. Taking all of the aforementioned into consideration and in order to meet the October 8th deadline, the Ingersoll Police Services Board asks Council to retain the HSRO position requesting direction in expansion of duty of the role as per Town Council until the CSWBP has been completed next year. In doing so this allows all parties involved more time for consideration, analysis and allows input from the community. The Board is available to meet with Council to discuss the role of the HSRO at any time.

Sincerely,

Mhairi Kersel  
Chair  
Ingersoll Police Services Board



**Department:** Chief Administrative Officer

**Report Number:** A-024-19

**Council Meeting Date:** October 15, 2019

**Title:** Boundary Adjustment Update

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### Objective

To provide an update to Council and seek direction.

### Background

Council has authorized the committee to continue discussions with SWOX to move towards an agreement on Boundary adjustment. With the meetings held in 2019 significant progress has been made.

The Committee is recommending the following be approved by Council.

1. The lands previously included within the proposal remain in the proposal with the addition of the Groot property east of Harris Street.
2. Tax phase-ins be 10 years for residential and farm, This is an increase from the previous 8 year phase in that had been agreed too. This has been requested by SWOX to help with the transition for property owners. Interestingly they have agreed to a 5 year phase in for the Woodstock boundary adjustment. It remains a 5 year phase in for Commercial and Industrial.
3. Existing taxes will be paid in perpetuity based on the taxes levied the day before boundary adjustment becomes effective.
4. Indexing of taxes will be based on the Ontario CPI adjusted annually for January.

5. Payment dates used for County and School Board purposes will be used for the Boundary adjustment agreement.
6. Future residential lands developed will be compensated at \$250.00 per unit, estimated at 558 units but to be adjusted should lands initially contemplated for commercial or industrial lands be changed to residential use at a later point.
7. Future commercial and industrial lands will be shared on a 24/76 SWOX/Ingersoll basis.
8. Roads and road allowances within the lands affected by the boundary adjustment will come entirely into the Town of Ingersoll, whereby Ingersoll will be responsible for all maintenance and capital upgrades.
9. Unopened Road allowances:
  - a) Pye Farm, on King Street West. North of the railway tracks SWOX will maintain ownership and may dispose of at their discretion. South of the railway tracks will be transferred to Ingersoll to facilitate future development of the lands across the rail corridor.
10. South of 401 Whiting Street extension, will be sold to the Town of Ingersoll at a market rate of \$25,000 per acre, at an estimated value of \$175,000 for the seven acres. Ingersoll will have to pay for survey costs to determine exact size of the parcel.
11. Energy efficiencies will be governed by applicable statutes and best efforts clauses within Subdivision agreements.
12. Agriculture, specifically livestock operations will be implement, if possible with special policy or zoning provisions to allow for rebuilding or expansion of existing operations that come into the Town with the boundary adjustment.
13. Municipalities will readily agree to mutual and automatic fire agreements
14. CAMI is a significant taxpayer for each municipality and as such has been negotiated independently. Based on current market value assessment the calculations show that should all of the lands be in Ingersoll at its industrial tax rate, 21.8 percent collected would represent the amount currently collected by SWOX. These amounts would be calculated annually to the net taxes collected by the Town after boundary adjustment. **SWOX has requested that Ingersoll pay 24 percent of the net taxes going forward, this would compensate SWOX approximately \$47,000 more than their current entitlement annually in**

**perpetuity. The Ingersoll committee is split on this request, staff are not supportive. Council direction will be needed on this issue.**

### **Analysis**

See table below.

The joint committee is suggesting that a joint public meeting could be held in November to solicit public feedback and meet the restructuring guidelines established by the province.

### **Interdepartmental Implications**

n/a

### **Financial Implications**

See attached chart

### **Recommendation**

**THAT** staff report A-024-19 be received by the Council of the Corporation of the Town of Ingersoll as information.

**AND FURTHER THAT** Council gives the following direction to the Ingersoll Boundary Adjustment Committee.

### **Attachments**

- 1) South-West Oxford and Ingersoll Boundary Adjustment Discussions Committee Agreement
- 2) Boundary Adjustment Buyout, Financial Impact
- 3) SWOX CAMI CVA and Tax Impact
- 4) Boundary Adjustment Maps

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Prepared by: William Tigert, Chief Administrative Officer



## Attachment 1

<b>South-West Oxford and Ingersoll Boundary Discussions Committee Agreement</b>	
Positions as of October 15 <sup>th</sup> 2019	
Area	<p>Ingersoll and South-West Oxford agree on boundary adjustment area to be considered.</p> <p>Lands to be included are agreed to. The Groot property has been added based on conversations with the owner and SWOX Map attached</p>
Phase-in Taxation	<p>Ingersoll team will take South-West Oxford request for Phase-In of taxation back to Ingersoll Council for consideration as follows:</p> <ul style="list-style-type: none"> <li>✓ Residential and Farm Phase in 10 years</li> <li>✓ Industrial and Commercial Phase in 5 years</li> </ul> <p><b>Ingersoll committee members agreed to the additional two years phase in for residential and farm.</b></p>
Compensation for residential & farm properties.	<p>Ingersoll suggested that we agree to use the average inflation rate in Canada for the previous year; noting that the Canada CPI was 1.6% for 2017. This would better represent the average Consumer Price Index (CPI) for Canada. Ingersoll agreed to take back whether we should look at the CPI for Ontario vs. Canada. <u>Ingersoll staff will prepare a report to be shared with South-West Oxford.</u></p> <p>Ingersoll suggested that payments to be made to South-West Oxford for taxes within the annexation area be paid quarterly using the same dates used for School Board and Upper Tier payments. South-West Oxford committee agreed to consider this.</p> <p>Ingersoll staff have reviewed the indexing provision and are now comfortable with the indexing provision as suggested by SWOX. That is the Ontario CPI adjusted annually for January each year.</p> <p>Ingersoll Staff are supportive of the payments being made on the same schedule as payments to the County and the School Boards.</p>
Compensation for existing industrial & commercial.	<p>Ingersoll Committee suggested that the effective date for taxes be the day before the boundary adjustment occurs. (I.e. in the case of a January 1, 2020 boundary adjustment date the existing valuation tax date would be December 31, 2019).</p>

	<p>Valuation Adjustments would take place based on when that assessment comes on line.</p> <p>Ingersoll staff have reviewed the indexing provision and are now comfortable with the indexing provision as suggested by SWOX. That is the Ontario CPI adjusted annually for January each year.</p> <p>Ingersoll Staff are supportive of the payments being made on the same schedule as payments to the County and the School Boards.</p>
<p>Identified industrial properties</p> <p>(decrease in assessment due to downsizing or closure)</p>	<p>Ingersoll Committee suggested that the effective date for taxes be the day before the boundary adjustment occurs. (I.e. in the case of a January 1, 2020 boundary adjustment date the existing valuation tax date would be December 31, 2019).</p> <p>In the event CAMI or Bell-Camp ceased operations; whatever new assessment is would be calculated pre-amalgamated. Only reimburse SWOX for assessment then.</p> <p>Ingersoll staff have proposed a flat rate percentage to be used for CAMI, based on total assessment and SWOX current tax dollars 21.8 percent would compensate for the CAMI portion of taxes. Spread sheet attached. However SWOX has requested that Ingersoll compensate at a rate of 24 percent of next taxation. The Ingersoll committee will need direction from Council on this issue.</p>
<p>Future Compensation for new commercial and industrial development + expansion of existing commercial &amp; Industrial</p>	<p>Staff will sit down and agree how many properties we are going to flag...expansion shared at 24%. Identifying what properties are the most important. Identify existing properties that would be flagged. All new is at 24%.</p> <p>Quarterly and discussed earlier for payments.</p>
<p>Future - New Residential Development</p>	<p>Ingersoll agreed to a calculation based on 558 residential unit at \$250.00 per unit...one-time upfront payment of \$139,500.00. Ingersoll will identify the lands north half of Pye Farm...identify through this in the agreement these are the properties identified...in future should some of the lands identified commercial and industrial be identified as residential a future payment could be made.</p> <p>South-West Oxford anticipates:</p> <ul style="list-style-type: none"> <li>✓ commercial and industrial development on the lands south of the #401</li> <li>✓ 50% of Pye farm in the west boundary area with commercial/industrial development</li> <li>✓ 50% of the Pye farm with residential development</li> <li>✓ Majority of land east of Ingersoll as residential</li> <li>✓ Small portion of land east of Ingersoll as commercial/industrial</li> <li>✓ Additional \$250.00 (indexed annually by Ontario CPI) per unit (based on 11 per net acre calculation) if residential development land is expanded in the future.</li> </ul>

<p>Boundary Roads</p>	<p>Ingersoll and South-West Oxford Committee agreed that regular maintenance will be borne 100 percent by the Town of Ingersoll along with all capital improvements.</p> <p><u>Unopened road allowances</u></p> <p>South-West Oxford noted that the unopened road allowances have a cash value and as such money should be paid to the Township for the transfer of ownership.</p> <p>Ingersoll committee has agreed that the entire road allowances would come into the Town on the <input type="text"/> effective boundary adjustment date, and Ingersoll would assume the entire maintenance costs and future capital costs of any road improvements required for development. Ingersoll will use whichever tools are available to finance improvements.</p> <p>Ingersoll Council has agreed with SWOX to purchase the unopened Road allowance that is the extension of Whiting Street in Ingersoll at a price of \$25,000 per acre, with the parcel estimated to be at 7 acres. The purchase price would be approximately \$175,000.</p>
<p>Mutual Aid &amp; automatic aid agreements</p>	<p>Ingersoll Committee noted that Ingersoll Fire Services will take over 401 area becomes part of the Town of Ingersoll. An Automatic Aid Agreement would be negotiated with SWOX for tankers to respond to that area until such time as hydrants are available.</p> <p>Ingersoll Fire Chief will work with SWOX to enter into the necessary service agreements to provide fire service.</p>
<p>Energy Efficiency</p>	<p>Ingersoll will use its' best efforts to build this into subdivision agreements.</p> <p>Ingersoll Staff agree that a best efforts will be used when negotiating subdivision agreements to achieve energy efficiency targets as discussed.</p>
<p>MDS</p>	<p>South-West Oxford expressed concerns regarding the ability of agricultural operations to expand:</p> <ul style="list-style-type: none"> <li>✓ Inside the newly established Ingersoll boundary; and</li> <li>✓ Outside the newly established Ingersoll boundary.</li> </ul> <p>South-West Oxford requested an agreement which would allow the farming operations inside the proposed boundary to expand their operations by 50%. A similar request was made for the farming operations outside of the annexation areas; that would be impacted by the new settlement boundary.</p>

	<p>Ingersoll noted that any application made to expand an agricultural operation would need to comply with provincial requirements under MDS and County Policies. It could not prejudge the application.</p> <p>South-West Oxford noted that if the Groot farm was removed from the boundary adjustment discussions it could sterilize the majority of development in the area East of Ingersoll.</p> <p>Ingersoll noted it would be willing to discuss the matter further once it has run the MDS scenarios.</p> <p>South-West Oxford agreed to send a copy of the East-Zorra Tavistock/Woodstock information regarding a similar discussion during their boundary adjustment discussions.</p> <p>Ingersoll's committee has agreed to recommend the attached policy for consideration to protect the livestock operations in existence within the proposed boundary adjustment area on the effective date.</p>
<p>Municipal water &amp; water servicing.</p>	<p>South-West Oxford Council noted that there are 2 or 3 farm properties with livestock that have existing wells and are heavy water users. Hooking up to Town water/sewer services for the existing operation would have a significant financial impact. South-West Oxford noted that it didn't have an issue with residential properties being hooked onto new water/sewer services as they become available.</p> <p>Ingersoll noted that the County sets the parameters for hooking up to water and sewer. In addition, the Town of Ingersoll Zoning By-Law has water/sewer as a mandatory requirement. Discussion would need to take place at the County regarding forced connection by-laws. Ingersoll is willing to consider changes to its zoning by-law for the properties identified by the Township. (Groots, Bright Horizon Farms and VanManen).</p> <p>Ingersoll is supportive of this approach of site specific zoning provisions, with the understanding that the County is the tier of local government responsible for sewer and water and can override with a force connection bylaw.</p>

as as Sept 18, 2019 excl CAMI

#	Roll #	Owner	MPAC Acres/Area	9-1-1 #	Road	2015 Assessment						
						RT	FT	TT	CT	CU	IT	IU
		<b>West side of Ingersoll</b>										
	011-020-41800	Kloepfer Holdings Ltd.	119	274171	Wallace	186,195	1,387,647					
	011-020-41700	North, Norman R.	12	274233	Wallace	290,250						
	011-020-21501	Watson, Timothy W.	25	274279	Wallace	529,250						
	011-020-14800	Pye, Lawrence & Sherry	97.04	583530	Hamilton	165,850	714,225	128,175				
	011-020-18300	CPR	21.25	563445	Thomas					201,500		
	011-020-09900	Kuipers, Jordan	0.15	583571	Hamilton	15,500						
	011-020-14300	Mezenberg, Cornelius	0.15	476	King St	40,500						
	011-020-14401	Featherstone, Ryan	1.36	583570	Hamilton	331,500						
	011-020-14402	Moskal, Todd	0.39	583566	Hamilton	255,373						
	011-020-14400	Ulch, Linda	0.58	583564	Hamilton	345,000						
	011-020-14403	Ratter, Scott	1.17	583560	Hamilton	368,250						
	011-020-14404	Henderson, Wm	0.37	583558	Hamilton	270,000						
	011-020-14501	Harris, Allan	0.64	583552	Hamilton	274,000						
	011-020-14600	Gillies, Lloyd	0.8	583550	Hamilton	272,000						
	011-020-14605	Cartmale, Bradley	0.68	583546	Hamilton	360,500						
	011-020-14700	Hunter, Wm	1.28	583542	Hamilton	302,750						
		<b>West Side Total Area</b>	<b>281.86</b>									
		<b>East Side of Ingersoll</b>										
	011-020-37000	S. Czuper	4.9	334256	Plank	332,000						
	011-020-36900	2149343 Ontario Inc.	7.5	543395	Clarke					1,200,175	59,575	
	011-020-36700	Bell Camp	9.95	543943	Clarke	468,000						
	011-020-36601	R & B Clifford	28.22	543961	Clarke	65,500	448,425					
	011-020-44901	LaRose, Walter	1.14	543922	Clarke	307,000						
	011-020-44900	GROBOOK FARM LTD***	22.5	543936	Clarke	319,400	1,084,850					
		<b>East Side Total Area</b>	<b>74.21</b>									
<b>Option 5 Totals</b>	<b>Total West and East Side</b>		<b>356.07</b>			<b>5,498,818</b>	<b>3,635,147</b>	<b>128,175</b>	<b>-</b>	<b>201,500</b>	<b>1,200,175</b>	<b>59,575</b>
<b>Ratio</b>						<b>1.0000</b>	<b>0.2350</b>	<b>0.2500</b>	<b>1.9018</b>	<b>1.3313</b>	<b>2.6300</b>	<b>1.7095</b>
<b>WEIGHT.ASSM</b>						<b>5,498,818</b>	<b>854,260</b>	<b>32,044</b>	<b>-</b>	<b>268,249</b>	<b>3,156,460</b>	<b>101,843</b>

\*\*\*estimated acreage for Caffyn Farm

SWOX Taxes Rates 2019

Rate	Class	Value	RT	FT	TT	CT	CU	IT	IU	TOTALS
0.0048409	RT	\$ 26,619.23								
0.001137612	FT/TT	\$ 4,135.39		\$ 145.81						
0.00920642	CT	\$ -								
0.00644449	CU	\$ 1,298.56								
0.01273157	IT/LT	\$ 15,280.11								
0.00827552	IU/LU	\$ 493.01								
	<b>SWOX</b>	<b>\$ 26,619.23</b>	<b>\$ 4,135.39</b>	<b>\$ 145.81</b>	<b>\$ -</b>	<b>\$ 1,298.56</b>	<b>\$ 15,280.11</b>	<b>\$ 493.01</b>	<b>\$ 47,972.12</b>	

Ingersoll Tax Rates 2019

Rate	Class	Value	RT	FT	TT	CT	CU	IT	IU	Ingersoll
0.00925739	RT	\$ 50,904.70								
0.002175487	FT/TT	\$ 7,908.21		\$ 278.84						
0.0176057	CT	\$ -								
0.012324	CU	\$ 2,483.29								
0.02434694	IT/LT	\$ 29,220.59								
0.0158255	IU/LU	\$ 942.80								
	<b>Ingersoll</b>	<b>\$ 50,904.70</b>	<b>\$ 7,908.21</b>	<b>\$ 278.84</b>	<b>\$ -</b>	<b>\$ 2,483.29</b>	<b>\$ 29,220.59</b>	<b>\$ 942.80</b>	<b>\$ 91,738.44</b>	

Tax Classes	Definitions
RT	Residential

Difference

FT	Farm
TT	Managed Forest
CT	Commercial Occupied
CU	Commercial Vacant
IT	Industrial Occupied
IU	Industrial Vacant
LT	Large Industrial Occupied
LU	Large Industrial Vacant

**Difference**

-	\$	24,285.47	-	\$	3,772.83	-	\$	133.03	\$	-	-	\$	1,184.72	-	\$	13,940.48	-	\$	449.79	-	\$	<b>43,766.32</b>
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Updated: Sept 18, 2019, using OPTA  
For Estimate Purposes only

**General Motors (CAMI)  
Ingersoll and SWOX  
For Boundary Negotiations Purposes**

CAMI			Ingersoll		SWOX			Total
Year	Notes	Property Class	CVA	CVA	CVA	CVA	cva	CVA
		Roll #	030-065-31100-0000	030-065-096-00	011-020-41600	011-020-41400	011-020-50301	Total Rolls
2019		CT	\$ 6,113,700	\$ 332,650	\$ 1,226,975		\$ 2,398,575	\$ 10,071,900
		CUN		\$ 182,850			\$ 373,175	\$ 556,025
		IT			\$ 113,375			\$ 113,375
		LT	\$ 44,906,600			\$ 33,021,800		\$ 77,928,400
		LU	\$ 2,257,200			\$ 564,200		\$ 2,821,400
		RT	\$ 942,800		\$ 1,393,900			\$ 2,336,700
			\$ 54,220,300	\$ 515,500	\$ 2,734,250	\$ 33,586,000	\$ 2,771,750	\$ 93,827,800
<b>Total</b>			\$54,735,800		\$39,092,000			\$93,827,800
<b>Assessment Split</b>			58.34%		41.66%			100%

*If all properties were in Ingersoll  
this would be levied for all properties*

*SWOX Levy for SWOX properties  
using SWOX tax rates*

*This is in keeping with current model prior  
to any annexation/boundary adjustment*

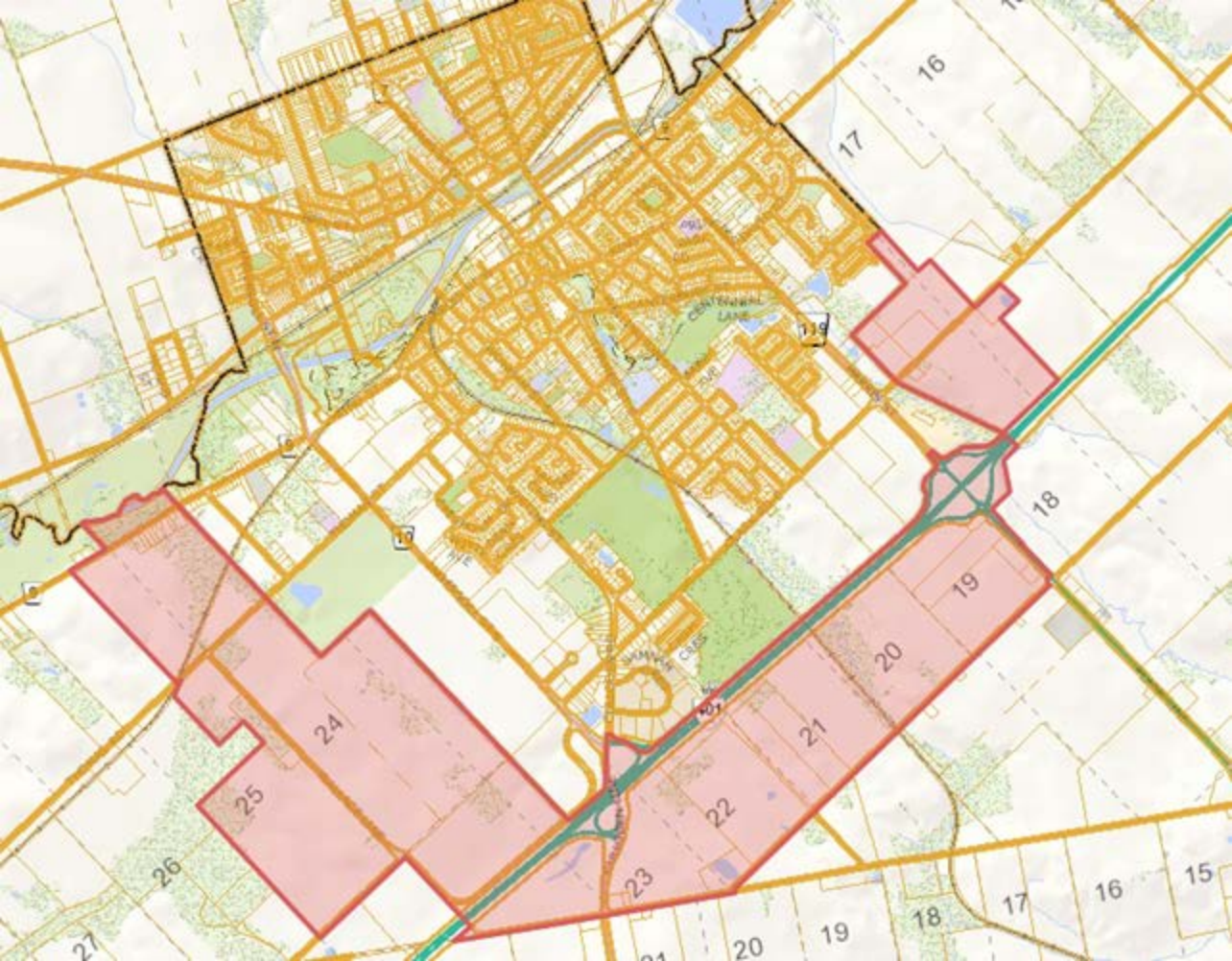
Town of Ingersoll		SWOX	
2019 Tax Rate	Levy	2019 Tax Rate	Levy
By Class			
0.01760570	\$ 177,323	0.00920642	\$ 33,378.34
0.01232400	\$ 6,852	0.00644449	\$ 2,404.92
0.02434694	\$ 2,760	0.01273157	\$ 1,443.44
0.02434694	\$ 1,897,318	0.01273157	\$ 420,419.36
0.01582550	\$ 44,650	0.00827552	\$ 4,669.05
0.00925739	\$ 21,632	0.0048409	\$ 6,747.73
<b>Total</b>	<b>\$ 2,150,536</b>	<b>Total</b>	<b>\$ 469,062.84</b>
Weighted Avg Tax Rate	0.02292003	Weighted Avg Tax Rate	0.01199895

Town of Ingersoll	
Tax Rate	Levy
By Class	
0.01760570	\$ 113,492.50
0.01232400	\$ 2,253.44
0.02434694	\$ -
0.02434694	\$ 1,093,338.30
0.01582550	\$ 35,721.32
0.00925739	\$ 8,727.87
<b>Total</b>	<b>\$ 1,253,533</b>
Weighted Avg Tax Rate	0.02290153

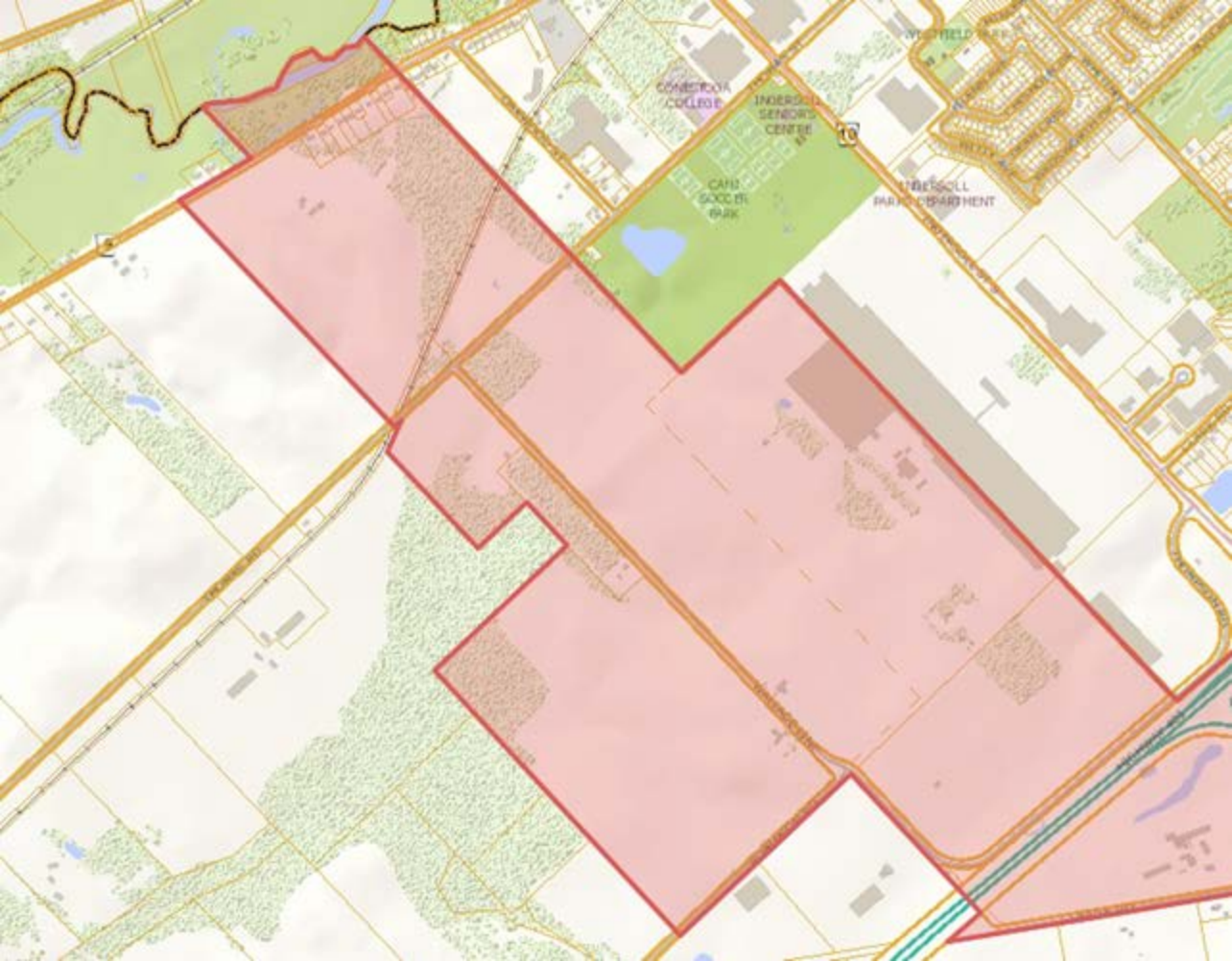
**SWOX Share (Existing) 21.8%**

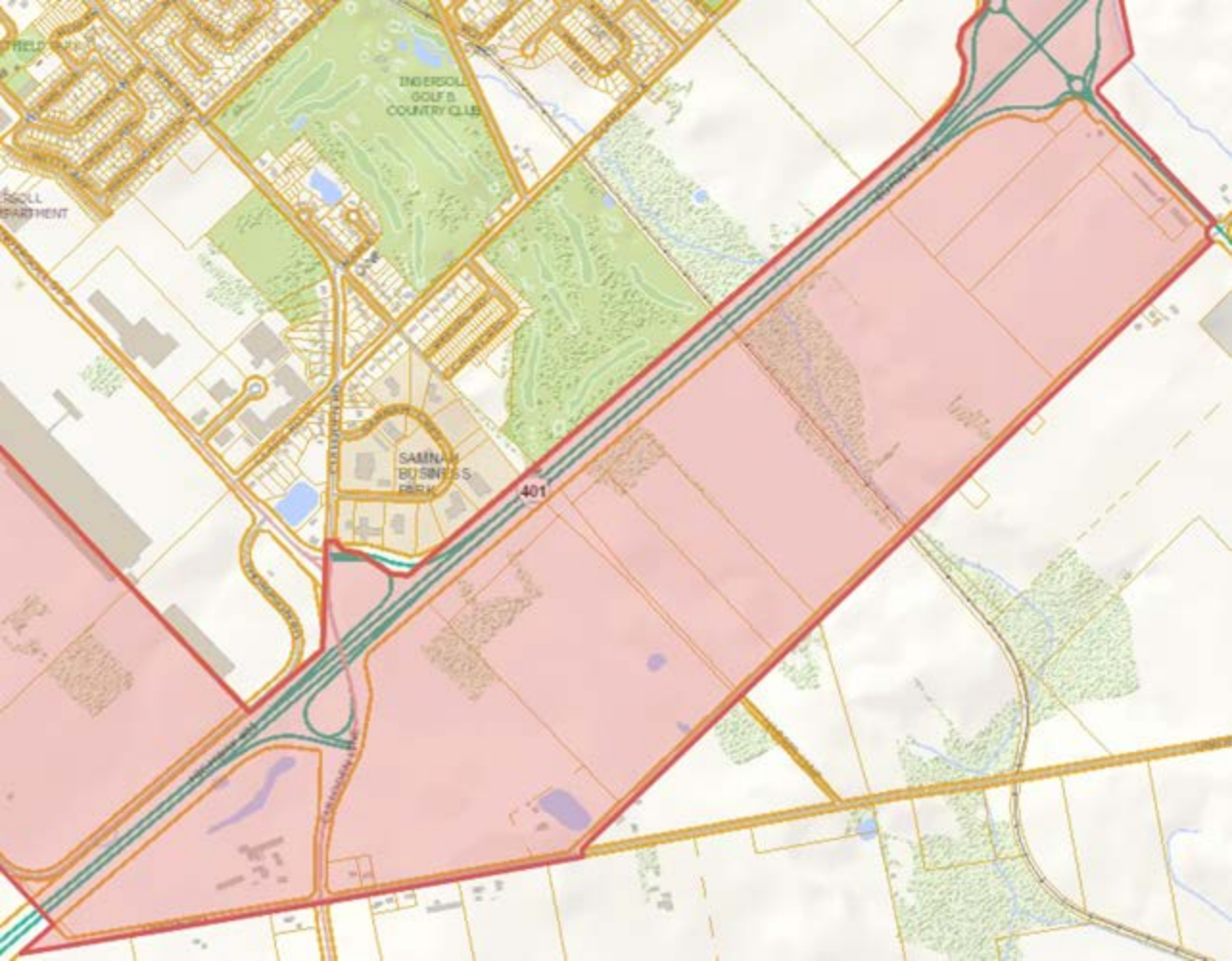
**SWOX Share (Proposed) - 24% of Taxes for all properties at Ingersoll Tax Rate**  
24% \$ 516,128.53

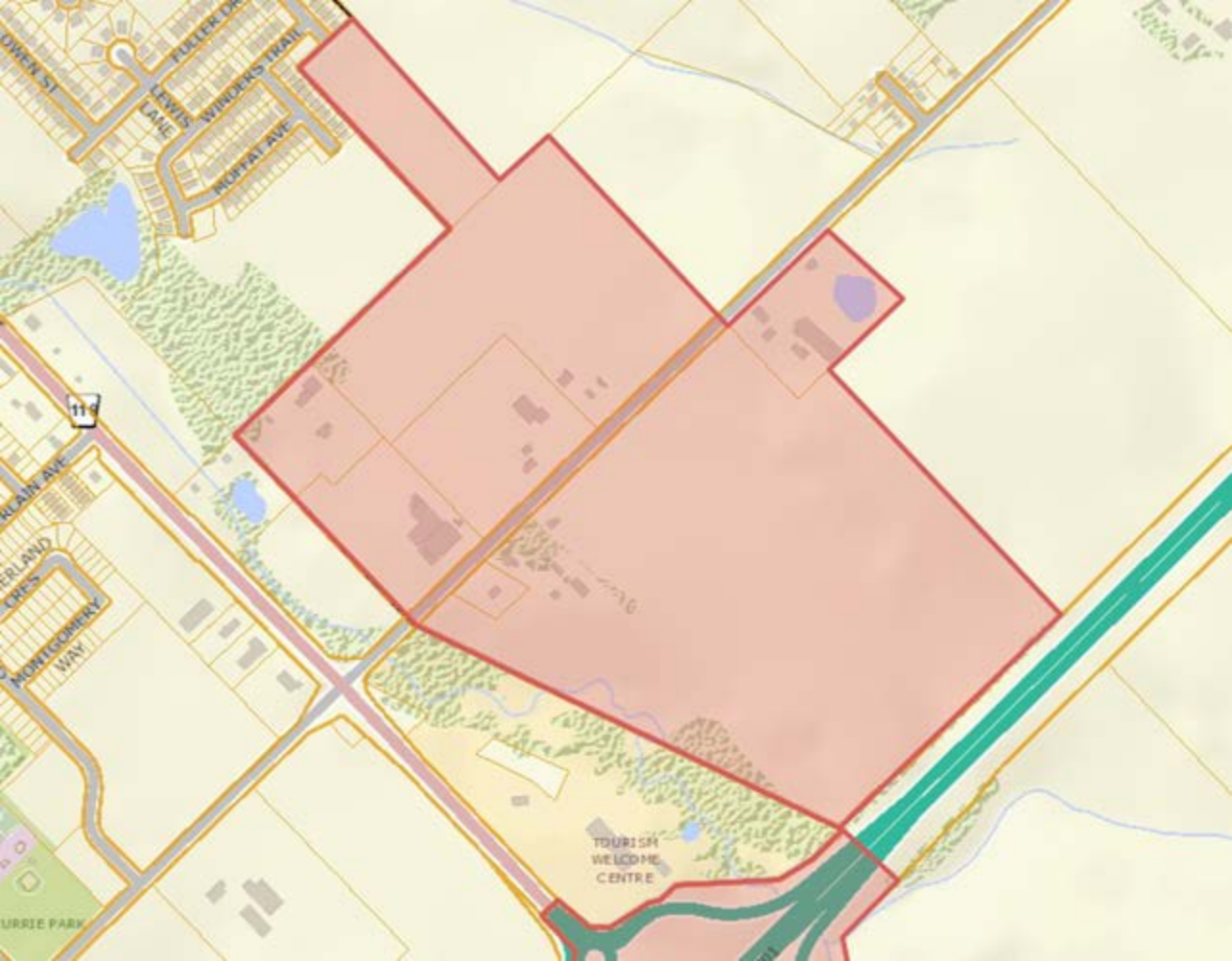
**SWOX Actual Levy \$ 469,062.84**  
\$ 47,065.69 Excluding the body shop on Ingersoll side











FULLER CR.

LEWIS-WINNERS TRAIL

McFAY AVE.

114

CURRAN AVE.

ERLAND CR.

MONTGOMERY WAY

TOURISH  
WELCOME  
CENTRE

MURRIE PARK



**Department:** Administration

**Report Number:** A-025-19

**Council Meeting Date:** October 15, 2019

**Title:** Design Phase Multi-Use Recreational Facility

---

### **Objective**

To provide information and make recommendation to council on the entering into an agreement with Nicholson Sheffield Architects Inc.

### **Background**

As Council will recall, at its September regular meeting it decided to sole-source the design, tendering, and contract supervision should funding be received from the Federal-Provincial Recreational Infrastructure stream.

To formalize the arrangement, it would be advisable to enter into a contract with the firm that clearly defines roles, responsibilities and costs.

### **Analysis**

Jim Sheffield attended the Council meeting and reviewed in some detail the basis for the fees and the timelines anticipated for the work.

A draft agreement has be forwarded to the town for review and is attached to the agenda as a schedule to a bylaw authorizing the Mayor and Clerk to enter into the agreement once reviewed and signed off on by the municipal solicitor.

Since there is no guarantee that the town and its project will be selected and approved, the contract stipulates that only the detailed design work and associated costs would be applicable. Thus protecting the municipality from proceeding should upper-tier level of funding not be forthcoming under this intake round.

It is anticipated that the detail design would be used in a future application in 2021, the next round of funding, should it not be successful this time.

Staff believe that being able to submit on the application that the detail design work has been contracted and work commenced will strengthen the application during the review stage by the Province and the Federal governments. Shovel ready projects will be given higher priority, and the closer to being shovel ready, the stronger the application becomes.

There is some risk in undertaking and paying for the work should the project not be selected for approval during this round of intake, however as noted the design should be a usable product in the future for the next round anticipated for 2021.

### **Interdepartmental Implications**

N/A

### **Financial Implications**

Although there was not a specific amount allocated in the 2019 budget for this component of works, there is funding set aside in the reserve to cover the anticipated costs of the detailed design.

It is also unknown what actual costs will be incurred in 2019; staff will bring more detailed financial information back to Council as part of the 2020 budgeting process and year-end financial reporting.

### **Recommendation**

**THAT** Staff Report A-025-19 be received by the Council of The Corporation of the Town of Ingersoll as information;

**AND FURTHER THAT** the Council authorize the Mayor and the Clerk to enter into an agreement with Nicholson Sheffield Architects Inc., in substantially the same form as attached hereto, once reviewed and signed off by the Municipal Solicitor.

### **Attachments**

- 1) Draft Contract Agreement
- 2) Draft agreement with Nicholson Sheffield Architects Inc.

---

Prepared by: William Tigert, Chief Administrative Officer

This Agreement entered into on this \_\_\_\_ day of \_\_\_\_\_, 2019.

Between:

**Party 1**  
(Hereinafter referred to as "Party 1")

and

**Party 2**  
(Hereinafter referred to as "Party 2")

WHEREAS the Town intends to construct a new Multi-Use Recreation Centre upon lands within the Town of Ingersoll (the Project), subject to securing suitable federal and provincial funding for the construction of same;

AND WHEREAS the Town wishes to retain Nicholson Sheffield as its architectural consultant for the limited purpose of preparing schematic designs for the planned Multi-Use Recreation Centre;

AND WHEREAS Nicholson Sheffield wishes to provide schematic designs to the Town;

NOW THEREFORE, in consideration of the promises and covenants herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Nicholson Sheffield shall complete all of the work comprising the "schematic design phase" of the Project (the Schematic Design Work), as set out in Schedule "A" to this Agreement, titled "Standard form of Contract for Architect's Services, OAA 600-2013 for New Multi-Use Recreational Centre for The Corporation of the Town of Ingersoll"
2. The Town shall pay Nicholson Sheffield for the Schematic Design Work in accordance with the terms of the attached Schedule "A" and only up to the upper limit set for the Schematic Design Phase in Section A12 of Schedule "A".
3. The parties understand and agree that the scope of this Agreement is limited to the Schematic Design Work. If the Project does not proceed for any reason, then the agreement attached hereto as Schedule "A" shall not be executed and the Town shall have no further liability to Nicholson Sheffield.
4. This Agreement may be terminated by either side upon the provision of thirty days' notice in writing. In the event of termination, Nicholson Sheffield shall provide to the Town all design work completed up to that point and the Town shall pay all invoices for work already completed by Nicholson Sheffield.

In witness whereof The Corporation of the Town of Ingersoll and Nicholson Sheffield Architects, Inc. have affixed their corporate seals attested by the signatures of their duly authorized signing officers.

**Corporation of the Town of Ingersoll**

\_\_\_\_\_  
**Edward (Ted) Comiskey, Mayor**

\_\_\_\_\_  
**Michael Graves, Director of Corporate Services/Clerk-Deputy CAO**

**Nicholson Sheffield Architects, Inc.**

\_\_\_\_\_  
[corporate officer]

\_\_\_\_\_  
[corporate officer]



**Ontario Association of Architects**

**Standard Form of Contract for Architect's Services**

**OAA 600-2013**

FOR

New Multi-Use Recreational Centre  
for  
The Corporation of the Town of Ingersoll



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*\* List any documents attached to and forming part of this contract in GC13 Other Terms of Contract.*

# AGREEMENT

A1 This contract made as of the 11 day of the month of September in the year 2019.

A2 between the *Client*:

The Corporation of the Town of Ingersoll  
130 Oxford Street  
2nd Floor  
Ingersoll, ON  
N5C 2V5

A3 and the *Architect*:

Nicholson Sheffield Architects Inc.  
358 Talbot Street,  
London, ON

A4 for the following *Project*:

New Multi-Use Recreation Centre  
200 Clark Road,  
Ingersoll, Ontario

A5 The owner, if other than the *Client*, is: \_\_\_\_\_

A6 The *Client's* budget for *Construction Cost* is: \$ 22,000,000.00

A7 The *Client's* anticipated dates for construction are as follows:

.1 Commencement of construction: May 2020

.2 *Substantial Performance of the Work*: October 2021

A8 The anticipated construction delivery type and anticipated construction contract between the owner and the contractor are:

.1 Delivery type: Stipulated Sum

.2 Construction contract: CCDC2-2008

A9 The *Client* and the *Architect* may rely on the initial information contained in A6 to A8. In the event that this information changes materially, or is altered by conditions beyond the control of the *Architect*, the *Client* and *Architect* shall appropriately adjust the schedule, the *Architect's* services and the *Architect's* compensation.

A10 The *Architect* shall coordinate the services of the following *Consultants*:

.1 engaged by the *Architect*

Civil Engineer  
Landscape Architect  
Structural Engineer  
Mechanical Engineer  
Electrical Engineer  
Refrigerant Consultant

--

.2 engaged by the *Client*

Geotechnical Engineer (soils)  
Topographical Survey Consultant/Ontario Land Surveyor  
Toxic & Hazardous Materials Consultant  
Quantity Surveyor

--

A11 For the *Architect's* services the fee shall be computed as follows: (refer also to GC11)

F1 Services (Percentage of Construction Cost)

6.1% of the total construction cost including all applicable taxes as an upset limit to be invoiced hourly against using the following hourly rates:

Principal	\$ 225/hr
Project Architect	\$200/hr
Associate	\$175/hr
Intern Architect	\$150/hr
Technologist	\$125/hr
Administrative	\$ 80/hr

Note: the project will only be proceeding to completion of Schematic Design at this time - hours will only be invoiced for work related to Schematic Design.

A12 Where fees are based on a lump sum or percentage of the *Construction Cost* the compensation and invoicing for each phase of services shall be based on the following apportionment of the total fees:

Schematic design phase	( 20.00 %)
Design development phase	( 20.00 %)
Construction documents phase	( 20.00 %)
Bidding or negotiating phase	( 5.00 %)
Construction phase	( 35.00 %)
Total	( 100.00 %)

A13 An administrative charge of 0.00 % shall be added to the reimbursable expenses as noted in GC11.2.

A14 The rate for calculating automobile travel costs shall be \$ 0.52 per kilometre.

A15 The *Client* shall pay to the *Architect*, upon execution of this contract, a retaining fee in the amount of \$ 0.00. This retaining fee shall be credited against the *Architect's* last invoice and is the minimum payment that the *Client* must pay the *Architect* under this contract.

A16 The *Client* shall pay the *Architect* upon receipt of invoices on account of the *Architect's* fee and reimbursable expenses plus applicable taxes. Invoices shall be issued and submitted monthly unless otherwise agreed.

A17 An unpaid invoice shall bear interest, calculated monthly at the rate of 2.00 % per annum, commencing 60 days after the date that the *Architect* submits the invoice.

## DEFINITIONS

The following Definitions apply to this contract. References to the singular shall be considered to include the plural as the context requires.

**Architect** is the entity identified in Article A3 which is the holder of a Certificate of Practice issued by the OAA.

**Client** is the person or entity identified in Article A2.

**Construction Cost** is the total cost of the *Work* to the *Client* to construct all elements of the *Project* designed or specified by, or on behalf of, or as a result of, the coordination by the *Architect*, including construction contract price(s), cash allowances included in the construction contracts, building permit fees, changes during construction, contractors general conditions costs, overhead and profit, construction management fees or other fees for the coordination and procurement of construction services, and all applicable taxes, including the full amount of value-added taxes, whether recoverable or not. The *Construction Cost* does not include the compensation of the *Architect* and the *Consultants*, land cost, land development charges or other professional fees, which are the responsibility of the *Client*.

**Construction Documents** consist of drawings, specifications and other documents appropriate to the size and complexity of the *Project*, to describe the size and character of the *Project* including architectural and where applicable structural, mechanical, and electrical systems, materials and such other elements setting forth in detail the requirements for the construction, enlargement or alteration of the building or buildings and any related components comprising the *Project*.

**Consultant** is a person or an entity engaged by the *Client* or the *Architect* to provide services supplementary to those provided by the *Architect*.

**Consultant Coordination** consists of:

- managing the communications between *Consultants* and with the *Client*, and
- providing direction as necessary to give effect to any design decisions taken, and
- reviewing the product of the *Work* to assist in identifying conflicts and to monitor compliance with directions.

**Contingency** means an amount calculated as a percentage of the *Construction Cost* to cover unknowns or changing factors of cost and include: (1) escalation *Contingency* to cover price escalation from the time of an estimate to the time of bidding, (2) design *Contingency* for design development factors prior to construction and (3) construction *Contingency* to cover unforeseen changes during construction.

**Electronic Documents** are one of the formats in which *Instruments of Service* may be provided by the *Architect*. *Electronic Documents* refer to portable document files (PDF - non-editable) but do not include computer-aided design documents (e.g. CAD or BIM – editable files) unless otherwise agreed in writing.

**Estimate of Construction Cost** is a statement of the approximate total *Construction Cost* as defined, based on current area, volume or similar conceptual techniques and includes *Contingencies* as defined.

**General Review** means review during visits to the *Place of the Work* (and where applicable, at locations where building components are fabricated for use at the *Project* site) at intervals appropriate to the stage of the construction that the *Architect* in its professional discretion, considers necessary to become familiar with the progress and quality of the *Work* and to determine that the *Work* is in general conformity with the construction contract documents, and to report, in writing, to the *Client*, contractor and chief building official.

**Instruments of Service** are the paper or non-editable *Electronic Documents* which comprise the design, drawings, specifications and reports prepared by or on behalf of the *Architect* or *Consultant*, including but not limited to plans, sketches, drawings, graphic representations and specifications and materials which are prepared for the approval of the *Client* and the authorities having jurisdiction and for construction, but do not include software systems, databases, computer programs, or computer-aided design documents (e.g. CAD or BIM – editable files) unless otherwise agreed in writing.

**Place of the Work** is the designated site or location of the *Work* identified in the construction contract documents.

**Project** as described in this contract means the total enterprise or endeavour contemplated of which the *Work* may be the whole or a part.

**Substantial Performance of the Work** means substantial performance of the contract as defined under the Construction Lien Act. Where the *Place of the Work* is located outside of Ontario, *Substantial Performance of the Work* shall be as defined in the lien legislation applicable to the *Place of the Work*, or in the absence of such legislation it shall mean the date the *Work* is ready for the purpose intended.

**Toxic or Hazardous Substances or Materials** means any solid, liquid, gaseous, thermal or electromagnetic irritant or contaminant, and includes, without limitation, pollutants, moulds, asbestos, bio-contaminants, biohazards and nuclear, and hazardous and special wastes whether or not defined in any federal, provincial, territorial or municipal laws, statutes or regulations.

**Work** means the total construction and related services required by the construction contract documents.

# GENERAL CONDITIONS

## GC1 ARCHITECT'S RESPONSIBILITIES

- 1.1 The *Architect* shall provide professional services as identified in this contract and shall:
- .1 exercise such professional skill and care as would be provided by *Architects* practising in the same area in the same or similar locality under similar circumstances,
  - .2 perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the *Project*,
  - .3 identify a representative authorized to act on behalf of the *Architect* with respect to the *Project*,
  - .4 include the *Consultant Coordination* of all *Consultants* engaged by the *Architect* and those other *Consultants* engaged by the *Client* listed in Article A10.2,
  - .5 maintain records of reimbursable expenses, and for any services for which the fee is computed as a multiple of hourly rates. These records shall be maintained in accordance with generally acceptable accounting standards and made available to the *Client* for review upon request at mutually convenient times,
  - .6 utilize key personnel where so identified and request the *Client's* approval of any change, which approval shall not unreasonably be withheld,
  - .7 maintain the confidentiality of information so identified and provided by the *Client*, and
  - .8 except with the *Client's* knowledge and consent, neither engage in any activity, nor accept any employment, interest or contribution that would unreasonably compromise the *Architect's* professional judgment with respect to the *Project*.

## GC2 ARCHITECT'S SCOPE OF BASIC SERVICES

- 2.1 The *Architect's* basic services consist of those services performed by the *Architect*, the *Architect's* employees, and the *Architect's* *Consultants* set forth herein or otherwise mutually agreed in writing. They include the provision of basic structural, mechanical and electrical engineering services by professional engineers when these *Consultants* are engaged by the *Architect*.

*(Indicate in the table below each basic service to be provided by the Architect and the manner of compensation as indicated in Fee Reference for each as identified in Article A11.*

2.1	ITEM	Service Provided:	Fee Reference:	Comments
	<b>SCHEMATIC DESIGN PHASE</b>			
.1	<b>Review Program</b> - Review the <i>Client's</i> Program of Requirements and other information furnished by the <i>Client</i> and the characteristics of the site.	F1		
.2	<b>Review Applicable Codes</b> - Review applicable statutes, regulations, codes and by-laws and where necessary review the same with the authorities having jurisdiction.	F1		
.3	<b>Prepare Initial Evaluation</b> - Prepare an initial evaluation of the <i>Client's</i> Program of Requirements, schedule, budget for the <i>Construction Cost</i> , <i>Project</i> site and the proposed procurement or delivery method and other initial information provided by the <i>Client</i> each in terms of the other, to ascertain the requirements of the <i>Project</i> . The <i>Architect</i> shall notify the <i>Client</i> of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the <i>Project</i> .	F1		
.4	<b>Review Initial Evaluation</b> - Present and review with the <i>Client</i> the initial evaluation and discuss alternative approaches to design and construction of the <i>Project</i> . The <i>Architect</i> shall reach an understanding with the <i>Client</i> regarding the requirements of the <i>Project</i> .	F1		

2.1	ITEM	Service Provided:	Fee Reference:	Comments
.5	<b>Preliminary Concept Design</b> - Based on the <i>Project's</i> requirements agreed upon with the <i>Client</i> , the <i>Architect</i> shall prepare for the <i>Client's</i> approval a preliminary concept design illustrating the scale and relationship of the <i>Project</i> components.	F1		
.6	<b>Schematic Design Documents</b> - Based on the <i>Client's</i> approval of the preliminary concept design, mutually agreed upon Program of Requirements, schedule and budget for the <i>Construction Cost</i> , prepare for the <i>Client's</i> review and approval, schematic design documents to illustrate the scale and character of the <i>Project</i> and how the parts of the <i>Project</i> functionally relate to each other including as appropriate: <ul style="list-style-type: none"> <li>• Site Plan</li> <li>• Spatial Relationship diagrams</li> <li>• Floor Plans</li> <li>• Elevations</li> <li>• Building Sections</li> <li>• Outline Specifications</li> </ul>	F1		
.7	<b>Estimate of Construction Cost</b> - Prepare and submit to the <i>Client</i> an <i>Estimate of Construction Cost</i> based on current area or volume unit cost prepared in accordance with GC5.3.	F1		
.8	<b>Submit Schematic Design</b> - Submit the schematic design documents to the <i>Client</i> and request the <i>Client's</i> approval.	F1		
<b>DESIGN DEVELOPMENT PHASE</b>				
.9	<b>Design Development Documents</b> - Based on the <i>Client's</i> approved schematic design documents and agreed <i>Estimate of Construction Cost</i> , and any <i>Client's</i> authorization or adjustments in the <i>Project</i> requirements and the budget for the <i>Construction Cost</i> prepare for the <i>Client's</i> review and approval, design development documents, drawing and other documents to describe the size and character of the <i>Project</i> including as appropriate the architectural, structural, mechanical, and electrical systems, materials and such other elements: <ul style="list-style-type: none"> <li>• Site Plan</li> <li>• Floor Plans</li> <li>• Elevations</li> <li>• Building Sections</li> <li>• <i>Project</i> brief detailing area calculations, building systems and outline specifications</li> </ul>	F1		
.10	<b>Continue Review of Applicable Codes</b> - Continue to review applicable statutes, regulations codes and by-laws as the design of the <i>Project</i> is developed and where necessary review the same with the authorities having jurisdiction.	F1		
.11	<b>Update Estimate of Construction Cost</b> - Prepare and submit to the <i>Client</i> for approval an updated <i>Estimate of Construction Cost</i> .	F1		
.12	<b>Submit Design Development</b> - Submit the design development documents to the <i>Client</i> , advise the <i>Client</i> of any adjustments to the <i>Estimate of Construction Cost</i> and request the <i>Client's</i> approval.	F1		
<b>CONSTRUCTION DOCUMENTS PHASE</b>				
.13	<b>Drawings and Specifications</b> - Based on the <i>Client's</i> approved design development documents and agreed updated <i>Estimate of Construction Cost</i> , prepare for <i>Client's</i> review and approval, <i>Construction Documents</i> consisting of drawings and specifications setting forth in detail the requirements for the construction of the <i>Project</i> .	F1		

2.1	ITEM	Service Provided:	Fee Reference:	Comments
.14	<b>Review Applicable Codes</b> - Review statutes, regulations, codes and by-laws applicable to the design and, where necessary, review the same with the authorities having jurisdiction in order that the consents, approvals, licences and permits necessary for the <i>Project</i> may be obtained.	F1		
.15	<b>Bidding Information</b> - Obtain instructions from and advise the <i>Client</i> on the preparation of the bidding information, bidding forms, conditions of the construction contract and the form of construction contract between <i>Client</i> and contractor.	F1		
.16	<b>Update Estimate of Construction Cost</b> - Update the <i>Estimate of Construction Cost</i> .	F1		
.17	<b>Submit Construction Documents</b> - Submit the <i>Construction Documents</i> to the <i>Client</i> , advise the <i>Client</i> of any adjustments to the <i>Estimate of Construction Cost</i> , including adjustments indicated by changes in requirements and general market conditions; take any action required under GC 5.2 and request the <i>Client's</i> approval.	F1		
	<b>PERMITS AND APPROVALS</b>			
.18	<b>Building Permit Application</b> - Prepare documents for building permit application, for owner's signature as applicant and assist with submission of the application.	F1		
	<b>BIDDING/NEGOTIATION PHASE</b>			
.19	<b>Bidding/Negotiation</b> - Following the <i>Client's</i> approval of the <i>Construction Documents</i> and the latest agreed <i>Estimate of Construction Cost</i> : assemble and provide bid documents to bidders, monitor and respond to enquiries regarding bid requirements, prepare and process addenda during bidding, arrange for receipt of bids, opening of bids, comparative review and report results for <i>Client's</i> direction on award. Assist the <i>Client</i> with construction contract negotiations, prepare construction contracts and assemble construction contract documents for signature by the contracting parties.	F1		
	<b>CONSTRUCTION PHASE</b>			
.20	<b>General Review</b> - Provide <i>General Review</i> services during construction; examine, evaluate and report upon representative samples of the <i>Work</i> ; keep the <i>Client</i> informed of the progress and quality of the <i>Work</i> ; report defects and deficiencies in the <i>Work</i> observed during the course of the site reviews; and report in writing to the <i>Client</i> , contractor and chief building official.	F1		
.21	<b>Site Meetings</b> - Attend site meetings with contractor, major sub-contractors and <i>Consultants</i> , where appropriate, to review the progress of the <i>Work</i> .	F1		
.22	<b>WSIB Certificates, Bonds and Insurance Policies</b> - Arrange to receive from the contractor, as required under the construction contract, WSIB certificates, bonds and insurance policies and deliver to <i>Client</i> for <i>Client's</i> bond and insurance advisors to review.	F1		
.23	<b>Construction Schedule</b> - Receive construction schedule from contractor, review and forward to <i>Client</i> .	F1		
.24	<b>Schedule of Values</b> - Receive schedule of values from contractor, review and adjust, if required. Advise both <i>Client</i> and contractor that the agreed schedule of values will form the basis for factoring percentage of <i>Work</i> completed into certificates for payment.	F1		



2.1	ITEM	Service Provided:	Fee Reference:	Comments
.25	<b>Payment Certification</b> - When engaged to provide <i>General Review</i> , receive and assess contractor's applications for payment; determine the amounts owing to the contractor under the construction contract based on the <i>Architect's</i> observations and evaluation of the contractor's applications for payment having factored percentage of completeness against the contractor's schedule of values and issue certificates of payment to the <i>Client</i> in the value proportionate to the amount of the construction contract, of work performed and products delivered to the <i>Place of the Work</i> .	F1		
.26	<b>Construction Contract Documentation Interpretation</b> - On the written request of either the <i>Client</i> or the contractor, render written interpretations and findings within a reasonable time, consistent with the intent of and reasonably inferable from the construction contract documents, showing partiality to neither the <i>Client</i> nor the contractor, on claims, disputes and other matters in question between the <i>Client</i> and the contractor relating to the execution or performance of the <i>Work</i> or the interpretation of the construction contract documents.	F1		
.27	<b>Shop Drawings and Submittals</b> - Review and take other appropriate action with reasonable promptness upon such contractor's submittals as shop drawings, product data, and samples for conformance with the general design concept of the <i>Work</i> as provided in the construction contract documents.	F1		
.28	<b>Supplemental Details and Instructions</b> - Prepare and issue additional documents and supplemental instructions to the contractor, as required for clarification of the requirements of the contract documents, with reasonable promptness or in accordance with a schedule for such instructions agreed to by the <i>Architect</i> and the contractor.	F1		
.29	<b>Requests for information (RFI's)</b> - Receive requests for information (RFI's) from the contractor and process accordingly.	F1		
.30	<b>Proposed Change Notices/Change Orders and Change Directives</b> - Prepare proposed change notices, drawings, specifications and supporting data, evaluate contractor's proposals, prepare change orders and change directives for the <i>Client's</i> approval and signature in accordance with the construction contract documents.	F1		
.31	<b>Inspection &amp; Testing Services</b> - Provide assistance in having inspection and testing companies perform services as required by the construction contract documents, receive and review their reports and report to <i>Client</i> .	F1		
.32	<b>Substantial Performance and Completion</b> - As payment certifier prepare and issue at the appropriate time, a certificate of <i>Substantial Performance of the Work</i> and a statement of construction contract deemed completion in accordance with the provisions of the <i>Construction Lien Act</i> .	F1		
.33	<b>Contractor's Documentation at Completion</b> - Receive from the contractor and forward to the <i>Client</i> for the <i>Client's</i> acceptance the written warranties and related documents as required under the construction contract.	F1		
.34	<b>Takeover Procedure</b> - Arrange for takeover of the <i>Project</i> by the <i>Client</i> , including demonstration of operating equipment, handover of operating and maintenance manuals and replacement parts as specified.	F1		
.35	<b>Twelve Month Warranty Review</b> - Prior to the end of the period of one year following the date of <i>Substantial Performance of the Work</i> , review any defects or deficiencies which have been reported or observed during that period, and notify the contractor in writing of those items requiring attention by the contractor to complete the <i>Work</i> in accordance with the construction contract between the owner and contractor.	F1		

**GC3 PROVISION OF ADDITIONAL SERVICES**

3.1 The Additional Services listed below are not included in the *Architect's* basic services. The *Architect* shall provide the Additional Services indicated in the table below and the *Client* shall compensate the *Architect* in the manner indicated by Fee Reference and Article A11.

(Indicate in the table below Additional Services to be provided by the Architect and the manner of compensation as indicated in Fee Reference for each identified in Article A 11.

3.1	ITEM	Service Provided:	Fee Reference:	Comments
	<b>PRE-DESIGN SERVICES</b>			
.1	<b>Pre-Design Study</b> - Provide pre-design study or services such as: to assist with analyzing the reasonable probability of the <i>Client's</i> objectives for the <i>Project</i> being reached within the <i>Client's</i> budget and advise on measures to align the <i>Project</i> requirements with the budget, assess the suitability of the <i>Client's</i> site to accommodate the <i>Project</i> taking into account known site constraints, ability to support future additions, and potential impact of known proposed developments in the vicinity.			NA
.2	<b>Multiple Sites</b> – Provide pre-design site evaluations, planning surveys, or comparative studies of a number of multiple prospective sites.			NA
.3	<b>Programming</b> – Provide analyses of the <i>Client's</i> needs and prepare a written Program of Requirements as described in GC4.1.			NA
.4	<b>Verifying Drawings</b> - Review drawings furnished by the <i>Client</i> , visit site and take measurements to satisfy that drawings are reasonably accurate in their representation of the premises.			NA
.5	<b>Measured Drawings</b> - Confirm with the <i>Client</i> the purpose of the measured drawings and the accuracy required, make measurements, augment with photographs and field notes as appropriate and prepare drawings.			NA
.6	<b>Survey, Geotechnical or Hazardous Materials</b> - Assist the <i>Client</i> in the engagement of a <i>Consultant</i> to obtain survey, geotechnical or hazardous materials reports referred to in GC4.3	F1		
	<b>GENERAL SERVICES, ALL APPLICABLE PHASES</b>			
.7	<b>Detailed Estimates of Construction Cost</b> - Provide detailed <i>Estimates of Construction Costs</i> .			By others
.8	<b>Detailed Quantity Surveys, Inventories, Operating Costs</b> - Provide detailed quantity surveys, inventories of material and equipment, or analyses of owning and operating costs.			By others
.9	<b>Future Facilities</b> - Provide services relating to future facilities, systems and equipment not included in the <i>Construction Cost</i> .			NA
.10	<b>Provision of Interior Design Services</b> - Provide or engage the services of an interior designer to provide interior design services commensurate with other architectural services under this contract.	F1		
.11	<b>FF&amp;E</b> - Provide services for the selection and installation of furniture, fixtures and equipment (FF&E), including re-use of <i>Client's</i> inventoried FF&E.	F1		

3.1	ITEM	Service Provided:	Fee Reference:	Comments
.12	<b>Signage</b> - Provide services for design, selection, procurement and installation of graphics, signage and similar elements for interior or exterior application.	F1		
.13	<b>Tenant Related Services</b> – Provide tenant layout and design services or documents not otherwise included in fees.			NA
.14	<b>Marketing</b> - Prepare promotional presentations or special marketing materials.	F1		
.15	<b>Model/Rendering/Video</b> - Provide specifically commissioned physical model (maquette), architectural rendering, computer rendering or video, which become the property of the <i>Client</i> .			NA
.16	<b>Photography</b> - Provide specially commissioned photography or photographic records of site, existing conditions, construction or other.			NA
.17	<b>Language Translation</b> - Provide language translation services for <i>Construction Documents</i> or other documents.			NA
.18	<b>Value Engineering</b> - Provide services in connection with value engineering or analysis.			NA
<b>PERMITS AND APPROVALS</b>				
.19	<b>Special Approvals of Authorities</b> - Provide studies, prepare drawings and other documents, attend meetings or public hearings, arrange for engagement of specialist <i>Consultants</i> if required and assist <i>Client</i> in submission of application for:			
.1	<b>Zoning or Land Use Amendment:</b>	F1		
.2	<b>Committee of Adjustment or variance from by-laws:</b>	F1		
.3	<b>Site Plan Approval:</b>	F1		
.4	<b>Other Approvals:</b> (list and describe)			
<b>BIDDING/NEGOTIATION PHASE</b>				
.20	<b>Pre-qualification of Bidders</b> - Prepare parameters of pre-qualification process, advise participants of rating criteria, receive responses from interested parties, prepare analysis spreadsheet and report results to <i>Client</i> for <i>Client's</i> decision.	F1		
.21	<b>Multiple Bid Packages</b> - Provide services and prepare multiple bid document packages in connection with alternative, separate or sequential bidding or negotiation of trade contracts.			NA
.22	<b>Issued for Construction Drawings</b> - Prepare Issued for Construction drawings incorporating relevant addenda or negotiated changes during bid/negotiation phase.	F1		
<b>CONSTRUCTION PHASE</b>				
.23	<b>Additional On-Site Representation</b> – Provide extensive or full-time on-site review or representation.			NA

3.1	ITEM	Service Provided:	Fee Reference:	Comments
.24	<b>Multiple Contracts</b> - Provide additional construction contract administration services in connection with Construction Management, Fast track or Design Build delivery.			NA
.25	<b>Multiple Phases</b> - Provide services in connection with multiple phased occupancies.			NA
.26	<b>Client's Own Forces</b> - Coordinate work performed by the <i>Client's</i> own forces and coordinate the services required in connection with construction performed and equipment supplied by the <i>Client</i> .			NA
.27	<b>Updated Drawings</b> - Prepare Updated Drawings incorporating supplemental instructions, change orders and other changes issued during construction.	F1		
.28	<b>Record Drawings</b> - Prepare Record Drawings incorporating changes in the <i>Work</i> made during construction based on as-built drawings (marked-up prints), drawings, and other data furnished by the contractor to the <i>Architect</i> ; the accuracy of the information supplied by the contractor shall not be the responsibility of the <i>Architect</i> .	F1		
.29	<b>Commissioning</b> - Provide services related to commissioning in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training operation or maintenance personnel for operation and maintenance and consultation during operation			NA

3.2 Upon recognizing the need to perform the following unforeseen Additional Services the *Architect* shall notify the *Client* with reasonable promptness explaining the facts and circumstances. The *Architect* shall not proceed to provide the following services until the *Architect* receives the *Client's* written authorization. Compensation shall be at hourly rates identified in Article A11 unless mutually agreed otherwise. This shall include providing services, reviewing, evaluating, revising or providing additional drawings or specifications including proposed change notices, change orders, change directives or other documents which are:

- .1 caused by instructions that are inconsistent with instructions or written approvals previously given by the *Client*, including revisions made necessary by adjustments in the *Client's* Program of Requirements or budget for *Construction Cost*;
- .2 required because of significant changes to the *Project*, including size, quality, complexity, the *Client's* schedule, or the method of bidding or negotiating and contracting for construction;
- .3 caused by the enactment or revisions of statutes, regulations, codes or by-laws, subsequent to the preparation of such documents;
- .4 caused by an interpretation by the authorities having jurisdiction which differs from the *Architect's* interpretation of statutes, regulations, codes and by-laws, which difference the *Architect* could not have reasonably anticipated;
- .5 due to changes required as a result of the *Client's* failure to render decisions in a timely manner;
- .6 in connection with evaluating substitutions proposed by the contractor and making subsequent revisions to the drawings, specifications and other documentation resulting from them;
- .7 required to evaluate an extensive or unreasonable number or size of claims or requests for information (RFI's) submitted by the contractor or others in connection with the *Work*;
- .8 due to replacement of any of the *Work* damaged by fire or other cause during construction and furnishing services as may be required in connection with the replacement of such work;

- .9 made necessary by the default of the contractor, by major defects or deficiencies in the *Work* of the contractor, by failure of performance by either the *Client* or the contractor under the construction contract;
- .10 requested by the *Client* in connection with any mediation, arbitration proceeding, or legal proceeding; or
- .11 made necessary by the extension of the anticipated dates for construction described in Article A7.

#### GC4 CLIENT'S RESPONSIBILITIES

- 4.1 The *Client* shall provide full information regarding the requirements for the *Project* including the *Client's Project* objectives, constraints and criteria and a written Program of Requirements including spatial and functional requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements.
- 4.2 The *Client* shall initially establish and periodically update a budget for the *Construction Cost* of the *Project* which includes *Contingencies* for (1) escalation, (2) design and (3) unforeseen changes during construction. If the *Client* significantly increases or decreases the budget for the *Construction Cost* the *Client* shall notify the *Architect*. The *Client* and *Architect* shall thereafter agree to a corresponding change in the *Project's* size and quality.
- 4.3 The *Client* shall provide information, surveys, reports and services as set out below, the accuracy and completeness of which the *Architect* shall be entitled to rely upon and such contracts for the provision of information, surveys, reports and services, whether arranged by the *Client* or the *Architect*, shall be considered direct contracts with *Client* unless explicitly provided otherwise:
  - .1 surveys describing physical characteristics, legal limitations and utility locations for the *Project* site, and a written legal description of the site and adjoining properties as necessary showing the following survey and legal information, as applicable: grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights of way; restrictions; easements; encroachments; zoning; deed restrictions; boundaries and contours of the site; locations, dimensions and data pertaining to existing buildings, other improvements, and trees; and information concerning utility services, both public and private, above and below grade, including inverts and depths;
  - .2 subsurface investigation and reports which include but are not limited to test borings, test pits, determination of soil bearing values, percolation tests, a list of and evaluations of *Toxic or Hazardous Substances or Materials* present at the *Place of the Work*, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations; and
  - .3 air and water pollution tests, tests for *Toxic or Hazardous Substances or Materials*, structural, mechanical, chemical, and other laboratory and environmental tests, inspections, laboratory and field tests and reports as required by the *Architect*, the *Architect's Consultants*, the authorities having jurisdiction or the construction contract documents.
- 4.4 The *Client* shall:
  - .1 authorize in writing a person to act on the *Client's* behalf and define that person's scope of authority with respect to the *Project* when necessary. In the absence of such naming of an authorized representative, the signatory to this contract is deemed to be the representative;
  - .2 review documents submitted by the *Architect* and give the *Architect* timely decisions for the orderly progress of the *Architect's* services;
  - .3 sign applications for permits as the owner, or if the *Client* is not the owner arrange for the owner to sign, and pay for the building permit and all other permits and development costs;
  - .4 immediately notify the *Architect* in writing if the *Client* observes or otherwise becomes aware of any fault or defect in the *Project* or any nonconformity with the requirements of the construction contract;
  - .5 engage *Consultants* identified in Article A10.2 of this contract under terms and conditions of other contracts that are compatible with this contract;

- .6 ensure that all *Consultants* engaged by the *Client* under other contracts carry professional liability insurance coverage;
  - .7 provide any legal, accounting and insurance counselling services as may be necessary at any time for the *Project*, including such auditing services as the *Client* may require to verify the contractor's applications for payment or to ascertain how or for what purpose the contractor uses the monies paid by or on behalf of the *Client*; and
  - .8 provide reports and appropriate professional recommendations of specialist *Consultants* if required by the *Architect*.
- 4.5 The *Client* agrees that, should the construction contract include provision that any dispute between the *Client* and the contractor may be finally resolved by arbitration, the construction contract shall include provisions satisfactory to the *Architect* that:
- .1 require the *Client* and contractor to notify the *Architect* in writing of any arbitration and of any matters in dispute that affect the *Architect*;
  - .2 provide that, upon receipt of the notice in GC4.5.1 above, the *Architect* shall have the option to participate in the arbitration as a party;
  - .3 provide that, in the event that GC4.5.1 and GC 4.5.2 above are not complied with, the *Client* and contractor agree to not pursue any claim against the *Architect* arising from matters resolved by the arbitration.

**GCS BUDGET, ESTIMATES AND CONSTRUCTION COST**

- 5.1 The *Client's* budget for the *Construction Cost* is provided initially and may be adjusted throughout the *Project* as required under GC 4.2. Initial evaluations of the *Client's* budget for the *Construction Cost*, the preliminary *Estimate of Construction Cost* and updated *Estimates of Construction Cost* where prepared by the *Architect*, represent the *Architect's* judgement as a design professional. It is recognized however that neither the *Architect* nor the *Client* has control over the cost of labour, materials or equipment, over the *Contractor's* methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly the *Architect* cannot and does not warrant or represent that bids or negotiated prices will not vary from the *Client's* budget for the *Construction Cost* or from any *Estimate of Construction Cost* or evaluation prepared or agreed to by the *Architect*.
- 5.2 If at any time the *Architect's Estimate of Construction Cost* exceeds the *Client's* budget for the *Construction Cost*, the *Architect* shall make appropriate recommendations to the *Client* to adjust the *Project's* size, quality or budget for the *Construction Cost*, and the *Client* shall cooperate with the *Architect* in making such adjustments.
- 5.3 When engaged to provide *Estimates of Construction Cost*, the *Architect* shall be permitted to include *Contingencies* for (1) escalation (2) design and (3) unforeseen changes during construction. The *Architect's Estimate of Construction Cost* shall be based on current area, volume or similar conceptual techniques. If the *Client* requests detailed cost estimating services, the *Architect* shall provide such services as an Additional Service.
- 5.4 If the bidding or negotiation phase has not commenced within three months after the *Architect* submits the *Construction Documents* to the *Client*, the agreed *Estimate of Construction Cost* shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the *Construction Documents* to the *Client* and the date on which bids or proposals are sought.
- 5.5 If the lowest compliant bid or lowest negotiated proposal exceeds the latest agreed *Estimate of Construction Cost* the *Client* shall provide:
- .1 written approval of an increase in the budget for the *Construction Cost*, or
  - .2 authorization for re-bidding or re-negotiating of the proposal, or
  - .3 co-operation with the *Architect* in revising the *Project* size or quality as necessary to reduce the *Construction Cost*, or
  - .4 termination of this contract in accordance with GC 10 if the *Project* is abandoned.
- 5.6 If the *Client* proceeds under GC5.5.3, and the extent to which the lowest compliant bid or lowest negotiated proposal exceeds the latest agreed *Estimate of Construction Cost* by more than 15% and is not due to extraordinary market conditions or other factors not reasonably foreseeable by or under the control of the

*Architect*, then the *Client* may require the *Architect* to modify the *Construction Documents* or provide other services necessary to reduce the *Construction Cost* to within 15% of the latest agreed *Estimate of Construction Cost* for no additional fee. Such modification of the *Construction Documents* to that extent shall be the limit of the *Architect's* responsibility under GC5.5.3, and having made such modifications, the *Architect* shall be entitled to compensation in accordance with this contract, for all other services performed, whether or not the construction phase is commenced.

- 5.7 Where the latest agreed *Estimates of Construction Cost* referred to in GC 5.6 is provided by a *Consultant* engaged by the *Client*, modifications to the *Construction Documents* described in GC 5.6 shall be an Additional Service.

## **GC6 CONSTRUCTION PHASE SERVICES**

- 6.1 The extent of the duties, responsibilities and limitations of authority of the *Architect* as the *Client's* representative during construction shall be modified or extended only with the written consent of the *Client* and the *Architect*.

- 6.2 When engaged for services during the construction phase the *Architect* shall:

- .1 be a representative of the *Client*;
- .2 advise and consult with the *Client*;
- .3 have the authority to act on the *Client's* behalf to the extent provided in this contract, have access to the *Work* at all times wherever it is in preparation or progress;
- .4 forward all instructions from the *Client* to the contractor;
- .5 have the authority to reject *Work* which does not conform to the construction contract documents, and whenever, in the *Architect's* opinion, it is necessary or advisable for the implementation of the intent of the construction contract documents, have the authority to require special inspection or testing of *Work*, whether or not such *Work* has been fabricated, installed or completed; and
- .6 have the authority to order minor adjustments in the *Work* which are consistent with the intent of the construction contract documents, when these do not involve an adjustment in the construction contract price or an extension of the construction contract time.

- 6.3 When engaged to provide payment certification, the issuance of a certificate for payment shall constitute a representation by the *Architect* to the *Client*, based on the *Architect's General Review* and on review of the contractor's schedule of values and application for payment, that the *Work* has progressed to the value indicated; that to the best of the *Architect's* knowledge, information and belief, the *Work* observed during the course of *General Review* is in general conformity with the construction contract documents and that the contractor is entitled to payment in the amount certified. Such certification is subject to:

- .1 review and evaluation of the *Work* as it progresses for general conformity as provided in the services described in this contract;
- .2 the results of any subsequent tests required by or performed under the construction contract documents;
- .3 minor deviations from the construction contract documents being corrected prior to completion; and
- .4 any specific qualifications stated in the certificate for payment.

- 6.4 The issuance of the certificate for payment shall not be a representation that the *Architect* has made any examination to ascertain how and for what purpose the contractor has used the monies paid on account of the contract price, or that the contractor has discharged the obligations imposed on the contractor by law, or requirements of the Workplace Safety Insurance Board, or other applicable statute, non-compliance with which may render the *Client* personally liable for the contractor's default.

## **GC7 COPYRIGHT AND USE OF DOCUMENTS**

- 7.1 Copyright for the *Architect's Instruments of Service* belongs to the *Architect*. The *Architect's Instruments of Service* shall remain the property of the *Architect* whether the *Project* for which they are made is executed or not, and whether or not the *Architect* has been paid for the services. Alteration of the *Architect's Instruments of Service* by the *Client* or any other person is prohibited without a written license from the *Architect*.

- 7.2 Submissions or distribution of the *Architect's Instruments of Service*, including all *Electronic Documents*, to meet official regulatory requirements or for other purposes in connection with the *Project* is not to be construed as publication in derogation of the *Architect's* reserved rights.
- 7.3 The *Client* may retain copies of the *Architect's Instruments of Service*, including non-editable *Electronic Documents*, for information and reference in connection with the *Client's* use and occupancy of the *Project*.
- 7.4 Copies of the *Architect's Instruments of Service* may be used only for the purposes intended and for a one-time use, on the same site, and for the same *Project*, by this *Client* only and may not be offered for sale or transfer without the express written consent of the *Architect*. The *Architect's Instruments of Service*, including non-editable *Electronic Documents*, may be used for renovations, additions or alterations to this *Project*, but shall not be used for renovations, additions or alterations to any other project without a written licence from the *Architect* permitting the use of the *Instruments of Service* for such additional purposes.
- 7.5 As a condition precedent to the use of the *Architect's Instruments of Service* for the *Project*, all fees and reimbursable expenses, including all fees and expenses of suspension or termination, due to the *Architect*, are required to be paid in full.

#### **GC8 LIABILITY OF THE ARCHITECT**

- 8.1 The *Architect* carries professional errors and omissions liability coverage, and the policy is available for inspection by the *Client* upon request.
- 8.2 The *Client* agrees that any and all claims, whether in contract or tort, which the *Client* has or hereafter may have against the *Architect* in any way arising out of or related to the *Architect's* duties and responsibilities pursuant to this contract, shall be limited to coverage and amount of professional liability insurance carried and available to the *Architect* for the payment of such claims at the time the claim is made. Prior to the date of execution of this contract, if the *Client* wishes to increase the amount of the coverage of such policy or to obtain other special insurance coverage, then the *Architect* shall cooperate with the *Client* to obtain such increased or special insurance at the *Client's* expense.
- 8.3 The *Architect* shall be entitled to rely upon software and product information published by manufacturers and shall not be held liable for relying on information or representation which it reasonably believes to be accurate.
- 8.4 The *Architect* shall not:
- .1 be required to make exhaustive or continuous on-site reviews;
  - .2 be responsible for acts or omissions of the contractor, subcontractors, suppliers or any other persons performing any of the *Work*, or for failure of any of them to carry out the *Work* in accordance with the construction contract documents;
  - .3 have control, charge, or supervision, or responsibility for construction means, methods, techniques, schedules, sequences or procedures, or, for safety precautions and programs required in connection with the *Work*,
  - .4 be responsible for any and all matters arising from *Toxic or Hazardous Substances or Materials*, and
  - .5 be liable for the result of any interpretation or finding rendered in good faith in accordance with the construction contract documents.
- 8.5 The *Client* acknowledges that either the *Architect* or the *Client* may engage *Consultants* on behalf of and for the benefit and convenience of the *Client*; and agrees that the *Architect* shall not be liable to the *Client*, in contract or in tort, for the acts, omissions or errors of *Consultants* engaged by the *Client* identified in Article A10.2 or the *Consultants* described in GC 4.3 engaged on behalf of the *Client*. Nothing in this clause shall derogate from the *Architect's* duty of *Consultant Coordination*.
- 8.6 The *Client* shall not commence any claim or proceeding in contract, tort, breach of statutory duty or otherwise against any current or former employee, officer or director of the *Architect* arising out of negligent, wrongful or intentional acts, omissions or errors of such person pursuant to this contract.
- 8.7 The *Client* agrees that the *Architect* shall not be responsible in contract or in tort for any changes made by others to the *Architect's* design or the *Construction Documents*.



## **GC9 SUSPENSION OF SERVICES**

- 9.1 If the *Client* lacks the financial ability or authority to proceed, the *Client* may give seven (7) days written notice to the *Architect* that the *Client* elects to suspend the *Architect's* services.
- 9.2 If any invoice submitted by the *Architect* remains unpaid by the *Client* for forty-five (45) days or more from the date the invoice was submitted, then the *Architect* may give seven (7) days written notice to the *Client* that the *Architect* will suspend services.
- 9.3 The *Architect* may suspend services on the *Project*:
- .1 if within seven (7) days of delivery of the notice in GC9.2, the *Client* has not paid the *Architect's* invoice, or the *Architect* and the *Client* have not agreed in writing on terms for payment of the invoice, or
  - .2 if construction of the *Work* proceeds in the absence of a building permit and without the chief building official dispatching building officials to the site or, if the *Architect* becomes aware of an action taken by the *Client* which violates applicable building codes or regulations.
- 9.4 In either of the events of GC9.3 the *Client* shall not have any claim whatsoever against the *Architect* for any loss, cost, damage, or expense incurred or anticipated to be incurred by the *Client* as a result of the suspended services.
- 9.5 The rights of the *Architect* given by GC9.3 are in addition to and not in substitution for any other rights the *Architect* may have under this contract or otherwise for non-payment of the *Architect's* invoices by the *Client*.
- 9.6 In the event of a suspension of services, the *Architect* shall not be liable for delay or damage as a result of the suspension of services. Upon suspension, the *Architect* shall submit an invoice for all services performed to the effective suspension date, together with reimbursable expenses and applicable taxes then due. Before resuming services, the *Architect* shall be entitled to payment, within thirty (30) days of the date that the invoice for suspension of services is submitted, for all suspension expenses as defined in GC9.7 and for all expenses for recommencement of services. The *Architect's* fees for the remaining services and time schedules shall be adjusted accordingly.
- 9.7 Suspension expenses include expenses directly attributable to suspension of the *Project* for which the *Architect* is not otherwise compensated, including costs attributed to suspending the *Architect's* contractual and employee commitments.

## **GC10 TERMINATION OF SERVICES**

- 10.1 This contract is terminated on the earliest of:
- .1 completion of the services
  - .2 termination in accordance with GC10.
  - .3 one year from the date of certification of *Substantial Performance of the Work*; or
  - .4 one year from the date of completion of the *Work*.
- 10.2 This contract may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
- 10.3 This contract may be terminated by the *Client* upon at least seven (7) days written notice to the *Architect* in the event that the *Project* is abandoned.
- 10.4 If the *Project* is suspended or abandoned in whole or in part for more than a total of sixty (60) days, it shall be deemed to be abandoned and treated in accordance with Article GC10.2.
- 10.5 In the event of termination, the *Architect* shall be paid, within thirty (30) days of the date that an invoice is submitted, for all services performed to the effective termination date, together with reimbursable expenses and applicable taxes then due, and for all termination expenses as defined in GC10.6.
- 10.6 Termination expenses are in addition to compensation for the *Architect's* services and include expenses directly attributable to termination for which the *Architect* is not otherwise compensated, plus an amount for the *Architect's* anticipated profit calculated as 10% of the value of the services remaining to be performed by the *Architect* or such other amount as may be mutually agreed.

## **GC11 PAYMENTS TO THE ARCHITECT**

- 11.1 An invoice submitted by the *Architect* under this contract is due and payable when submitted to the *Client*. Payments for the *Architect's* services shall be made on account for invoices as described in Article A11 of this contract and, where applicable, shall be in proportion to services performed within each phase of the service.
- 11.2 The *Client* shall pay the *Architect* for all reimbursable expenses plus an administrative charge as identified in Article A13 of this contract.
- 11.3 Reimbursable expenses include the following actual expenditures, supported by receipts or invoices, incurred by the *Architect*, and the *Architect's Consultants* in the interest of the *Project*:
- .1 transportation in connection with the *Project* for authorized travel, e.g. for transportation, lodging and meals;
  - .2 communication and shipping, e.g. for long distance telephone calls and facsimile messages, courier service, postage and electronic conveyances;
  - .3 reproduction of *Instruments of Service*, photographs, and other documents;
  - .4 web-based project management services, specifically requested by the *Client*;
  - .5 fees, levies, duties or taxes for permits, licences or approvals from authorities having jurisdiction;
  - .6 premiums for additional insurance coverage or limits, including that of professional liability insurance, requested by the *Client* in excess of that normally carried by the *Architect* and the *Architect's Consultants*; and
  - .7 other *Project* related expenses approved by the *Client* prior to expenditure.
- 11.4 No deductions shall be made by the *Client* from amounts payable to the *Architect* on account of penalty, liquidated damages, or other sums withheld from payments to contractors, or on account of the cost of changes in the *Work* other than those for which the *Architect* is proven to be legally responsible or has agreed to pay.
- 11.5 Variance from the *Client's* budget for the *Construction Cost* established under this contract shall not constitute grounds for the *Client* to withhold fees due to the *Architect*.
- 11.6 When a percentage-based fee is used as the method for determining the *Architect's* fee, the basis for calculating the applicable portion of the fee for each phase of the *Architect's* services shall be based on Article A12 of this contract.
- 11.7 When a percentage-based fee is used and any parts of the *Project* are deleted or otherwise not constructed the *Construction Cost* shall be the *Estimate of Construction Cost* as determined by the *Architect*, or as agreed by the *Architect* if a cost *Consultant* is engaged, at market rates at the anticipated time of construction.
- 11.8 If and to the extent that the contract time initially established in the construction contract is exceeded or extended through no fault of the *Architect*, fees for services required for such extended period of the construction contract administration shall be adjusted and computed as set forth in Article A11 of this contract or as otherwise mutually agreed with the *Client*.
- 11.9 The *Client* shall pay to the *Architect*, together with, and in addition to, any fees and reimbursable expenses, value added taxes that are, or become, payable as required by legislation.
- 11.10 If this contract requires the *Architect* to provide services both before and after the commencement of the *Work* and the *Client* is retaining holdback pursuant to the Construction Lien Act (Ontario) from payments to the *Architect*, then, for purposes of the Construction Lien Act (Ontario), this contract shall be deemed to be divided into two (2) contracts, with the terms and conditions of this contract applying with necessary modifications to both deemed contracts as follows, with:
- .1 a contract for the provision of the *Architect's* services up to and including the commencement of the *Work*; and
  - .2 a contract for the provision of the *Architect's* services after the commencement of the *Work*.

**GC12 MISCELLANEOUS CONDITIONS**

- 12.1 The addresses for official notice shall be as stated in Article A2 and A3. Notices in writing between the parties shall be considered to have been received by the addressee on the date of delivery if delivered to the individual, or to a member of the firm, or to an officer of the corporation for whom they are intended, by hand or by registered post; or if sent by regular post, to have been delivered five (5) working days from the date of mailing; or if sent by electronic conveyance during the transmission of which no indication of failure of receipt is communicated to the sender, deemed to have been received on the date of its transmission provided that if such day is not a working day or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it shall be deemed to have been received at the opening of business at the place of receipt on the first working day next following the transmission thereof.
- 12.2 The *Architect* shall be entitled to sign the building by inscription, or otherwise, on a permanent, suitable and reasonably visible part of the building.
- 12.3 The *Architect* shall be entitled to include as part of the construction contract documents a provision to erect a sign identifying the *Architect* and the *Architect's Consultants* at the *Place of the Work*. In some instances the *Client* may also be represented on the sign. Graphics on the sign may also include a reproduction of a rendering of the *Project*.
- 12.4 If any provision of this contract is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed from this contract and the other provisions shall remain in full force and effect.
- 12.5 This contract shall be governed by the law of the Province of Ontario.
- 12.6 The *Client* and the *Architect* respectively bind themselves, their partners, successors, assigns and legal representatives to the other party to this contract and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this contract. Except as otherwise provided herein, neither the *Client* nor the *Architect* shall assign, sublet, or transfer an interest in this contract without the written consent of the other. Consent to such assignment or transference shall not be unreasonably withheld.
- 12.7 This contract represents the entire and integrated contract between the *Client* and the *Architect* and supersedes all prior negotiations, representations, or contracts, either written or oral. This contract may be amended only in writing signed by both the *Client* and the *Architect*.


**GC13 OTHER TERMS OF CONTRACT:**

The *Client* and the *Architect* agree as set forth in the following other terms:

This contract is entered into as of the day and year first written above.

.....  
**CLIENT** *(Signature)*

.....  
*(Printed name and title)*

  
.....  
**ARCHITECT** *(Signature)*

.....  
Jim Sheffield, President  
.....  
*(Printed name and title)*



**Department:** Administration

**Report Number:** A-026-19

**Council Meeting Date:** October 15, 2019

**Title:** Official Plan and Rezoning Application 50 Thames Street, Ingersoll

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### **Objective**

To provide information and a recommendation to Council on the above-noted applications.

### **Background**

As Council will recall, a public meeting was held on August 12, 2019, to consider the above-noted application, which would allow an essentially industrial use in the Town's central commercial core.

The planning report presented at that meeting is attached for the benefit of Council.

From a strictly planning perspective, the request is a stretch from the guidelines in the Provincial policy statements, the Official Plan, and the Zoning Bylaw. However, staff were trying to be flexible understanding the challenges that faces the property with its location within the Upper Thames River Conservation Authority regulated limits.

Staff suggested that the change in use, from those normally found and encouraged in a Central Commercial designation, could be permitted if the owner was willing to work with the Town on a number of issues. Staff were forthright in suggesting support was conditional on the owner providing an easement for pedestrian traffic across the property, as riverfront and trail development is a strategic priority for the Town. Secondly, if the owner was willing to provide some façade improvements, which would make the property more comparable under the downtown design guidelines adopted by Council in 2014.

Zoning is not subject to conditions, so staff indicated that these would be the expectations at the site plan stage of development. Although the trail is something staff believe can be required at site plan, the façade improvements is not something that can be dictated at site plan.

The owner appeared at the public meeting and commented that he would be willing to work with the town on the trail, but at that time had no plan or intention to make any changes to the façade, as funds were not available to do so. He also indicated that he had been away and had not had adequate opportunity to review the report and communicate this to the municipal staff.

Staff suggested a deferment on the decision to provide an opportunity to allow for discussion with the applicant and staff prior to the decision being rendered. Staff also indicated that their recommendation may change based on the outcome of any discussion held.

Council then deferred the decision.

Staff discussed internally the needs of façade improvements and determined that for the time being, it would be satisfied if the North face was improved to at least the same level as the remainder of the building, this information was conveyed to the owner. Staff received the following on September 5<sup>th</sup>, which did not afford enough time to bring the issue back to Council at the September 9<sup>th</sup> meeting.

***Ingrox has given the façade of 50 Thames a lot of thought.***

***However, as stated in the meeting of August 12, 2019, Ingrox Ltd. does not have any money in the budget to complete exterior renovations for at least 3 years. Ingrox Ltd. has prepared for the interior renovations and some roof rehabilitation. A short term solution could be paint as Ingrox Ltd would consider painting the north face of the building, and maintaining the existing faces as they stand.***

***Ingrox Ltd. is prepared to discuss the trail along the river.***

***Ingrox Ltd. would like this matter to be on the agenda for the September 9, 2019 meeting. Let the process proceed.***

***Tim McHugh***

Staff currently are working on concepts for the development of the site where the outdoor municipal pool was located. It is believed that with work, this could be an excellent entrance to a westerly riverfront trail. Aesthetically the entrance would remain quite uninviting with the current north façade at 50 Thames Street. Photos are attached for Council information.

## Analysis

Administration is disappointed that one of the largest landowners in the town is not willing to work to improve the visual appeal of the core. They have shown no indication of a willingness to participate in the Community Improvement Plan and utilize its tools available to enhance the building in a tradeoff for expanded uses. The plan would provide funding to facilitate a façade improvement.

Council is now faced with a decision, what they want the core of the Town to be, focused and visually appealing, or anything that the owners wants to fill vacant buildings.

Staff have regularly acknowledged the challenges with properties in the flood plain and have even suggested that the Town may be interested in a discussion to purchase hazard lands along the riverfront for open space amenities; this was conveyed to the owner when he recently brought forth his application for a temporary use on 31 Thames Street. There has been no response to the offer to discuss at this point.

Staff would remind Council, that good planning requires a disciplined long-term approach to facilitate the vision that the Town has for its land use. Saying no is not easy, as Council wants healthy businesses in its community. However, an official plan amendment and rezoning is not a right for any property owner, but a privilege, should it align with the long-term plan and goals of the community.

The owner currently owns vacant land within an industrial zone within the town where the requested use is already permitted. Options are available.

## Interdepartmental Implications

None

## Financial Implications

None

## Recommendation

**THAT** Staff Report A-026-19 be received by the Council of the Corporation of the Town of Ingersoll as information.

## Attachments

1. Planning Report from August 12<sup>th</sup> 2019
2. Pictures of the North façade of 50 Thames Street.

Prepared by: William Tigert, Chief Administrative Officer



To: Mayor and Members of Ingersoll Town Council

From: Ron Versteegen, Senior Planner, Community Planning

## Applications for Official Plan Amendment and Zone Change OP 19-07-6 & ZN 6-19-03 – Ingrox Limited

### REPORT HIGHLIGHTS

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- The purpose of the Official Plan Amendment is to amend the Central Business District policies affecting the subject lands to add a warehouse as a permitted use to accommodate an indoor storage facility within a portion of an existing building.
- The Zone Change proposes to amend the existing 'Special Central Commercial Zone (CC-9(T))' to add a warehouse as a permitted use while also deleting a tire manufacturing facility as a temporary permitted use.
- The proposal is generally consistent with the relevant policies of the 2014 Provincial Policy Statement and the Official Plan and is supportable from a planning perspective.

### DISCUSSION

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#### Background

OWNERS/APPLICANTS: Ingrox Limited  
11 St. Andrew Street  
Ingersoll, ON N5C 1K6

LOCATION:

The subject property is described as Lots 19-21, Part Lots 18, 22, & 127, Block 34, Plan 279, in the Town of Ingersoll. The lands are located on the west side of Thames St South, south of the Thames River, and are municipally known as 50 Thames St South.



COUNTY OF OXFORD OFFICIAL PLAN:

Existing:

Schedule "I-1"	Town of Ingersoll Land Use Plan	Central Business District and Open Space
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Proposed:

Schedule "I-1"	Town of Ingersoll Land Use Plan	Central Business District with special policies and Open Space
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TOWN OF INGERSOLL ZONING BY-LAW NO. 04-4160:

Existing: 'Special Central Commercial Zone' (CC-9(T)) with Flood Fringe Overlay

Proposed: Amended 'Special Central Commercial Zone' (CC-9) with Flood Fringe Overlay

PROPOSAL:

Applications for Official Plan Amendment and Zone Change have been submitted to the County of Oxford and Town of Ingersoll respectively. The purpose of the Official Plan Amendment is amend the existing Central Business District polices affecting the subject lands to add a warehouse as a permitted use.

The Zone Change proposes to amend the 'Special Central Commercial Zone' (CC-9(T)) to add a warehouse as an additional use to the existing list of permitted uses and also delete a tire manufacturing business as a temporary permitted use (that has ceased) from the subject lands.

The lands are approximately 2.3 ha (5.7 ac.) in area and contain a commercial building comprising approximately 3,716 m<sup>2</sup> (40,000 ft<sup>2</sup>). The applicant is proposing to establish an indoor self-storage warehousing facility within the existing building. Phase 1 is to occupy the front portion of the building and be approximately 671.8 m<sup>2</sup> (7,230.9 ft<sup>2</sup>) in area with plans to expand the self-storage facility up to 2,508.3 m<sup>2</sup> (27,000 ft<sup>2</sup>). No expansion to the existing building is proposed. The applicant has provided details that the storage lockers are to vary in size ranging from 2.3 m<sup>2</sup> (25 ft<sup>2</sup>) to 13.9 m<sup>2</sup> (150 ft<sup>2</sup>) in area.

An auto parts business and two personal service businesses fronting directly onto Thames Street also occupy the building. The western portion of the site is vacant.

Surrounding land uses include commercial businesses fronting on Thames Street. A vacant parcel owned by the Town of Ingersoll is located to the immediate north. The site is bordered by the Thames River to the north and west, and the Canadian Pacific Railway property to the south. Land uses on the east side of Thames Street include retail/commercial uses. St. Paul's Presbyterian Church is located immediately south of the CPR rail line.

For Council's information the property was subject to a planning application in 2015 whereby the applicant applied for a zone change to permit a tire mounting and dismounting facility as a temporary use on the subject lands for a three-year period. A by-law was passed by Town Council in November, 2015 enabling a tire manufacturing facility through temporary zoning for a 3-year period. The temporary zoning lapsed in November, 2018 and the use has ceased on the property. Accordingly, the intent of the current zone change is to remove the temporary zoning that affects the subject lands.

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

Plate 2, 2015 Air Photo, provides an aerial view of the subject lands in greater detail.

Plate 3, Applicant's Sketch, shows the extent that the in-door storage is to occupy the existing building.

Plate 4 – Storage Layout, provides details of the size and number of storage lockers proposed as part of Phase1.

## **Comments**

### PROVINCIAL POLICY STATEMENT

The 2014 Provincial Policy Statement (PPS) provides policy direction on matters of provincial interest related to land use planning and development. Under Section 3 of the Planning Act, where a municipality is exercising its authority affecting a planning matter, such decisions "shall be consistent with" all policy statements issued under the Act.

Section 1.1.1 provides that healthy, liveable and safe communities are sustained by promoting efficient development and land use patterns which sustain the financial well-being of the Province and municipalities over the long term, accommodating an appropriate range and mix of residential, employment (including industrial, commercial and institutional uses), recreational and open space uses to meet long-term needs and avoiding development and land use patterns which may cause environmental or public health and safety concerns.

Section 1.1.2 states that sufficient land shall be made available to accommodate an appropriate range and mix of land uses to meet projected needs for the planning period. Within settlement areas, sufficient land shall be made available through intensification and redevelopment and, if necessary, designated growth areas.

Further, Section 1.1.3.2 directs that settlement areas shall be the focus of growth and development, and their vitality and regeneration shall be promoted. Land use patterns within settlement areas shall be based on densities and a mix of land uses which efficiently use land and resources and existing infrastructure and public service facilities. A range of uses and opportunities for intensification and redevelopment should also be promoted where it can be accommodated in settlement areas.

Section 1.1.3.3 further directs that planning authorities shall identify appropriate locations and promote opportunities for intensification and redevelopment where this can be accommodated taking into account existing building stock or areas, including brownfield sites, and the availability of suitable existing or planned infrastructure and public service facilities required to accommodate projected needs.

Section 1.3 of the PPS provides that planning authorities shall promote economic development and competitiveness by:

- a) providing for an appropriate mix and range of employment (including industrial, commercial, and institutional uses) to meet long-term needs;
- b) providing opportunities for a diversified economic base, including maintaining a range and choice of suitable sites for employment uses which support a wide range of economic activities and ancillary uses, and take into account the needs of existing and future businesses;
- c) planning for, protecting and preserving employment areas for current and future uses;
- d) ensuring the necessary infrastructure is provided to support current and projected needs.

Section 1.7.1 provides policies relating to planning authorities ensuring long-term economic prosperity by:

- c) maintaining and, where possible, enhancing the vitality and viability of downtowns and mainstreets.

#### OFFICIAL PLAN

The subject lands are designated Central Business District and Open Space in the Official Plan. The Official Plan includes detailed development review criteria for proposals within the Open Space designation; however, the development proposed by this application will be located entirely outside of the area designated for open space uses.

The Strategic Approach for Economic Development in Ingersoll is articulated in Section 9.3.1 [STRATEGIC APPROACH], and includes strategic goals to ensure that employment lands are functional and compatible with adjacent neighbourhoods by establishing locational criteria and development guidelines for these uses in the Official Plan, and to promote the Central Area as the heart of the community and promote the Central Area as a people place in order to maintain its role as the focal point of the community for residents and businesses. The Central Area of the Town will continue to be made up of complementary use sub-areas. This functional diversity will be pursued to promote stability and the health of the downtown area, especially the Central Business District, by increasing the number of people working and living in the Central Area over the long term.

The Official Plan policies in Section 9.3.2.3.1 [CENTRAL BUSINESS DISTRICT] reinforce the importance of the Central Business District in its planned function as being the most functionally diverse area of the Town and serving as the primary business, cultural and administrative centre. Accordingly, in the Central Business District the full range of commercial, office, administrative, cultural, entertainment, recreation, institutional, open space and multiple residential uses are permitted.

ZONING BY-LAW

The subject property is zoned 'Special Central Commercial Zone (CC-9(T))' & 'Open Space Zone (OS)' with Floodway and Flood fringe Overlay in the Town Zoning By-Law No. 04-4160. The special zoning permits all uses within the CC zone as well as a tire manufacturing business as a temporary use (November 9, 2015 to November 9, 2018).

Further, the CC zone permits a wide variety of commercial and multi-unit residential uses that reflect policy direction in the Official Plan that the downtown core is to function as the business, commercial, cultural and administrative core for the Town. These uses include but are not limited to a bank or financial institution, a bar or tavern, a business or professional office, a building supply store, an eating establishment, a hotel or motel, a medical centre, a retail store, a theatre or cinema, a wholesale outlet as well as an apartment dwelling, a multiple unit dwelling, and a long-term care facility.

AGENCY COMMENTS

These applications were reviewed by a number of public agencies. The following comments were received.

The Town of Ingersoll Chief Administrative Officer noted that the proposed use is not the preferred activity within the Core Area. That said, the department acknowledges that within the Core Area there are significant challenges to the development of the site due to environmental and other constraints. As such, there is no objection to the proposal, subject to the following:

1. The property will be required to adhere to a site plan review prior to the issuance of any building permits for change of use.
2. The Town would fully expect that the owner be open and willing to work with the approved core façade guidelines that were adopted by Council in 2014, and ensure that the exterior façade is remodeled to blend with approved core usage as part of the site plan process.
3. As a requirement of site plan, the developer will be required to provide easements or road widenings for municipal services that are in the public interest. As such, Council has established its priorities and has identified improvements to the river front and trail development. It will be a requirement at site plan stage for the owner to convey an easement in favour of the Town for a riverside trail across this property. Additionally any other servicing easements will also be granted as needed.
4. Provided the owner publicly expresses the willingness to meet these anticipated requirements at site plan approval, Administration will not pose an objection to the OPA or site specific zone change within the CC zone.
5. The use should be considered an in-door storage facility as opposed to a 'warehouse', thereby eliminating the possibility of an intensive industrial use being located on the property in the future.

The Town of Ingersoll Building Department noted that this change in use is subject to site plan control (for parking, loading, and building permits). Also, the previous temporary zoning that permits tire manufacturing should be deleted as the time period granted to operate that facility has expired.

The Upper Thames River Conservation Authority (UTRCA) indicated that they have no objections to the planning applications. The subject property is affected by the Authority's Regulation Limit as it is located within the floodplain associated with the Thames River. If any changes to the existing building (exterior and/or foundation) are proposed, a Section 28 permit from the UTRCA will be required.

The County of Oxford Public Works Department, Ingersoll Fire & Emergency Services, and Rogers indicated that they have no comments or concerns regarding this application.

#### PUBLIC CONSULTATION

In accordance with the requirements of the Planning Act, Notice of Complete Application was provided to surrounding neighbours on June 7, 2019 and Notice of Public Meeting was provided to public agencies and surrounding property owners on July 22, 2019. As of the date of this report no comments have been received from the general public or adjacent property owners.

### **Planning Review**

The Town and County have received applications to amend the Official Plan and the Town's Zoning By-law to enable the establishment of an indoor storage facility within a 3,716 m<sup>2</sup> (40,000 ft<sup>2</sup>) commercial building on the subject lands. Phase 1 is proposed to occupy the front portion of the building and be approximately 671.8 m<sup>2</sup> (7,230.9 ft<sup>2</sup>) in area. The longer term plans are to expand the facility up to 2,508.3 m<sup>2</sup> (27,000 ft<sup>2</sup>).

A number of policies are contained in both the PPS and the Official Plan that encourage intensification where appropriate along with promoting the efficient use of lands and infrastructure as well as the efficient use of vacant and underutilized parcels within established settlement areas. The policies also direct that the Town of Ingersoll's Central Area is to be the focus for commercial and business activity within the Town.

Planning staff are of the opinion that the proposed use is generally consistent with the Provincial Policy Statement. The use of an existing building for indoor self-storage promotes an appropriate land use mix and the efficient use of land and infrastructure within a settlement area. Further, the proposed use of the lands promotes commercial activity in the Town's Central Area.

The County Official Plan and Town of Ingersoll Zoning By-law do not list self-storage facilities or indoor storage as standalone uses within any land use designation or zoning category. Instead, these uses are considered to be storage and warehousing (within the Industrial land use policies) of the Official Plan and a 'warehouse' within the Town's Zoning By-law. Further, a warehouse is a permitted use within the 'Restricted Industrial Zone' (MR) and 'General Industrial Zone' (MG) of the Town's Zoning By-law.

Planning staff note that a 'warehouse' is generally understood to be an industrial use where goods and merchandise are stored on a large scale and is associated with a considerable amount of truck movement and parking. Warehousing may also generate substantial amounts of noise and include outside storage. These types of operations may also be open on a 24/7 basis depending upon the type of goods being warehoused.

Having said this, considering that multi-unit residential uses are permitted within the Town's Central Area, permitting a traditional industrial use within this area could create compatibility issues whereby some lands may not be able to be developed for residential purposes without noise mitigation (if possible).

Conversely indoor personal storage facilities are generally used for the temporary storage of household items and personal items within enclosed storage areas/lockers on a smaller scale. They are uses that are accessible by means of a controlled access point, do not require large parking areas or generate substantial amounts of traffic, do not have associated outside storage and typically operate during normal daytime hours. Based on the foregoing, personal storage facilities are generally considered to be more commercially oriented as opposed to industrial in nature and therefore more compatible with the types of uses typically associated with the Town's Central Area.

In light of the above and the property's location within the Town's Central Area, Planning staff are of the opinion that, if approved it is appropriate to differentiate the proposed use (indoor self-storage) from a warehouse to ensure a traditional warehouse operation cannot establish on the subject lands as of right in future thereby avoiding the creation of unwanted conflicts within the Central Area. Further, the differentiation of the proposed use from a standard warehouse facility assists the Town by not creating an unwanted precedent associated with industrial development.

With respect to compatibility, the indoor self-storage use is a low intensity land use that, as noted, does not generate significant noise, odour or significant traffic volumes. According to the applicants, the use will not be staffed and is anticipated to operate during regular daytime work/business hours. Given the intensity of use and anticipated traffic generated relative to other uses within the Town's Central Area the impact of the proposed facility is anticipated to be negligible.

The Ministry of the Environment and Climate Change (MOECC) has published noise guidelines (D-6 Guideline (Compatibility Between Industrial Facilities and Sensitive Land Uses)), which provides a guide for land use planning authorities on how to decide what types of land uses are appropriate near industrial areas. As per the D-6 Guideline, a 20 m (65.6 ft.) setback is recommended between a self-storage facility and sensitive land uses (i.e. residential dwellings). Planning staff note that a 20 m setback can be maintained between the subject lands and surrounding properties, thus compatibility is not anticipated to be a concern from a noise perspective.

With a view to the foregoing, staff are of the opinion that the proposed indoor storage facility within the existing building is appropriate given the size of the building and the nature and location of the property and also that the proposed use is unlikely to be accommodated on other properties within the Town's Central Area. Accordingly, Planning staff are of the opinion that the proposed indoor storage use will not deter from the planned function of Central Area as focus for commercial and business activity within the Town and will not create a broadly applicable precedent in this regard.

Town staff have advised that the proposed development is subject to site plan control to deal with parking, loading etc., and also expressed concerns that permitting a warehouse in the Town's Central Area could present unwanted conflicts in the future.

As noted, the subject lands are currently zoned 'Special Central Commercial Zone' (CC-9(T)) that permit a tire manufacturing business on a temporary basis (November 9, 2015 to November 9, 2018). The Town's Chief Building Official commented that, considering that the use for which the temporary zoning was implemented has expired, the by-law should also remove the tire manufacturing business as a temporary use.

In light of the foregoing, Planning staff are satisfied that the proposed development is generally consistent with the policies of the Provincial Policy Statement and meets the general intent and purpose of the Official Plan.

## **RECOMMENDATION**

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**That the Council of the Town of Ingersoll approve-in-principle, the zone change application File No. ZN 6-19-03, submitted by Ingrox Limited, for lands described as Lots 19-21, Part Lots 18, 22, & 127, Block 34, Plan 279, Town of Ingersoll, to rezone the subject lands from 'Special Central Commercial Zone (CC-9(T))' to 'Special Central Commercial Zone (CC-9)' to add an indoor storage facility as an additional use and also delete a tire manufacturing business as a temporary permitted use.**

**And further, that the Council of the Town of Ingersoll advise County Council that the Town supports the application for Official Plan Amendment, File No. OP 19-07-6, submitted by Ingrox Limited, for lands described as Lots 19-21, Part Lots 18, 22, & 127, Block 34, Plan 279, Town of Ingersoll, to amend the Central Business District polices affecting the subject lands to add an indoor storage facility as a permitted use.**

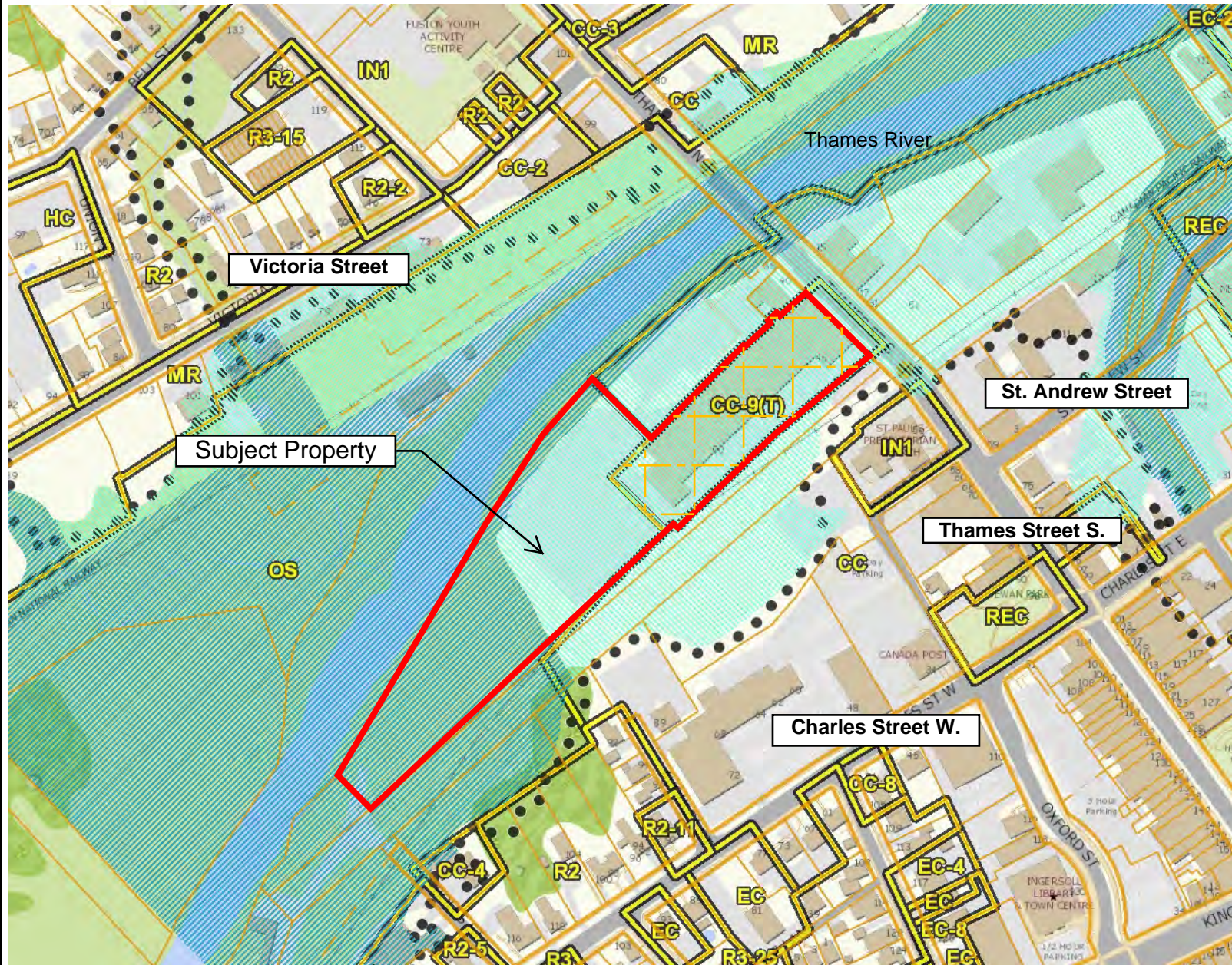
## **SIGNATURES**

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**Authored by:**                      *"Original signed by"*                      Ron Versteegen, MCIP, RPP  
Senior Planner

**Approved for Submission:**      *"Original signed by"*                      Gordon K. Hough, RPP  
Director

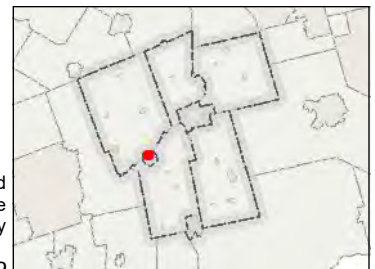
RV/rv  
Aug 6/19



**Legend**

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

**Notes**



0 84 169 Meters

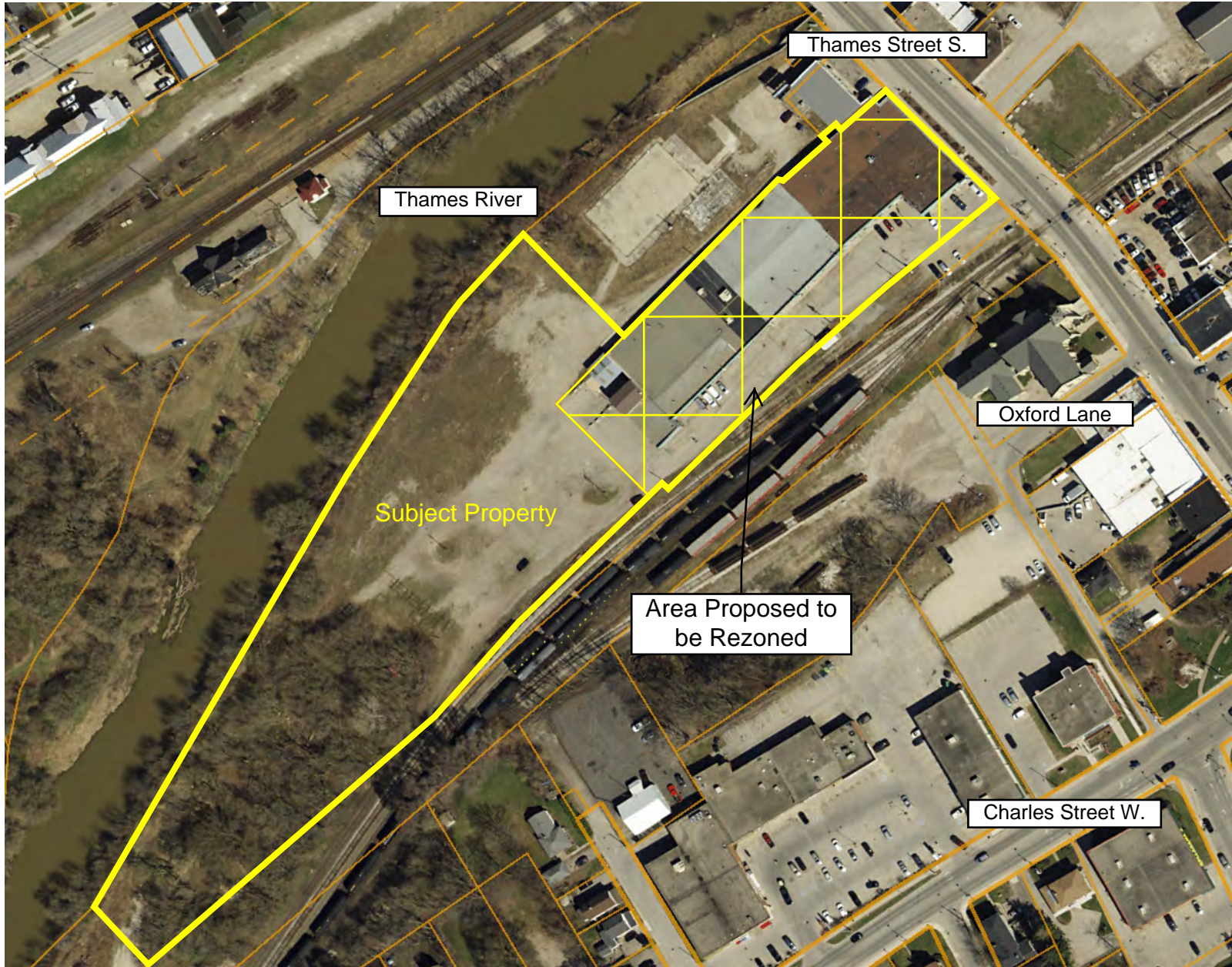
NAD\_1983\_UTM\_Zone\_17N



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

June 5, 2019





**Legend**

- Parcel Lines
- Property Boundary
  - Assessment Boundary
  - Unit
  - Road
  - Municipal Boundary

**Notes**



0 50 100 Meters

NAD\_1983\_UTM\_Zone\_17N



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

July 19, 2019

Thames Street S.

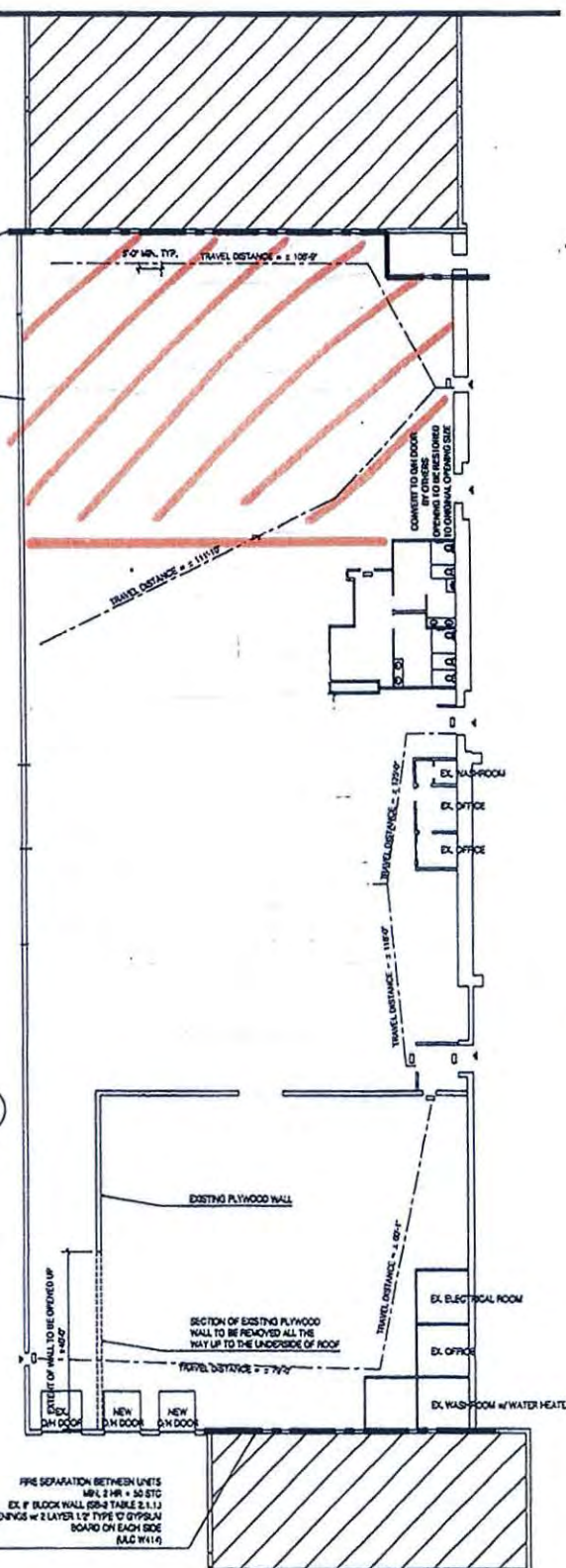
50 Thames St.  
Ingersoll, ON


FIRE SEPARATION BETWEEN UNITS  
MIN. 2 HR + 50 STG  
NEW WALL TO BE BUILT  
IN FRONT OF EXISTING WALL  
2 LAYER 1/2" TYPE 'C' GYPSUM  
BOARD ON EACH SIDE  
(A.L.C. 11414)

FBI POOS (TYP)  
SPACED, 12" WIDE + 27" LONG  
NOT TO EXCEED 8'-0" HIGH

NOTE: ENSURE THAT THERE IS A MINIMUM 2'-0"  
CLEARANCE BETWEEN SPRINKLER HEADS AND  
ANY ITEMS BELOW.

NOTE: MAXIMUM OCCUPANT LOAD IS 9 PERSONS  
NOTE: MAXIMUM TRAVEL DISTANCE IS 147.64' (S.I. 2.5.3)  
NOTE: ALL OPENINGS, WALLS AND FIXTURES  
ARE EXISTING  
☐ EXIT SIGNAGE



 Phase One  
Initial layout  
included with  
this

UNIT GROUND FLOOR PLAN  
SCALE 1/8" = 1'-0"



## 1.0 PURPOSE OF THE AMENDMENT

The purpose of the Official Plan Amendment is to amend the Central Business District policies affecting the subject lands to add an indoor storage facility as a permitted use within a portion of the existing building.

## 2.0 LOCATION OF LANDS AFFECTED

The subject property is described as Lots 19-21, Part Lots 18, 22, & 127, Block 34, Plan 279, in the Town of Ingersoll. The lands are located on the west side of Thames St South, south of the Thames River, and are municipally known as 50 Thames St South.

## 3.0 BASIS FOR THE AMENDMENT

The purpose of the Official Plan Amendment is to amend the Central Business District policies to add an indoor storage facility as a permitted use to accommodate said use within a portion of the existing building.

It is the opinion of Council that the subject amendment is consistent with the relevant policies of the Provincial Policy Statement as the proposed development is an efficient use of lands and infrastructure and promotes commercial activity within the Town's Central Area.

Council is generally of the opinion that the proposal is compatible with surrounding development and is a low intensity land use that does not generate significant noise, odour or significant traffic volumes and is not anticipated to impact neighbouring properties.

Council is further of the opinion that the proposed indoor storage facility within the existing building is appropriate given the size of the building and the nature and location of the property and the proposed use is unlikely to be accommodated on other properties within the Town's Central Area. Accordingly, it is the opinion of Council that the proposed indoor storage use will not deter from the planned function of Central Area as focus for commercial and business activity within the Town and will not result in a broadly applicable precedent.

In light of the foregoing, Council is of the opinion that the proposed Official Plan Amendment is consistent with the policies of the PPS and maintains the objectives and strategic initiatives of the Official Plan.

## 4.0 DETAILS OF THE AMENDMENT

4.1 That Section 9.3.2.3.1 – *Central Business District*, as amended is hereby further amended by adding the following specific development policy at the end of this section – Specific Development Policies:

### 9.3.2.3.1.2 50 Thames Street South

“On those lands described as Lots 19-21, Part Lots 18, 22, & 127, Block 34, Plan 279, in the Town of Ingersoll and located on the west side of Thames St South, south of the Thames River, and municipally known as 50 Thames St South, an indoor storage facility may be permitted.”

5.0 IMPLEMENTATION

This Official Plan Amendment shall be implemented in accordance with the implementation policies of the Official Plan.

6.0 INTERPRETATION

This Official Plan Amendment shall be interpreted in accordance with the interpretation policies of the Official Plan.

DRAFT

Attachement 2 - Images of 50 Thames, North Facade











**Department:** Administration

**Report Number:** A-027-19

**Council Meeting Date:** October 15, 2019

**Title:** Planning Application Process

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### Objective

To provide information and make recommended changes to the planning application process when dealing with OPA, Zoning and Minor Variance applications.

### Background

Council is well aware that under the Planning Act, there are applications that require a public meeting prior to a decision being made. This is to ensure that the community has an opportunity to provide meaningful input into an application before decisions are made. The current methodology utilized by the Town is good from the perspective of expediting the process, but does raise a question about the length of time Council allows to digest various comments before making their decision.

Currently, applications are scheduled for the public meeting once completed applications are received, and commenting agencies have had been circulated and provided comments. The planners introduce the application and make recommendations at the planning meeting before the public has had the opportunity to provide their input. It does create a perception that decisions are made in advance of the public process.

Staff believe that perhaps the process could be modified in the following manner:

1. Applications are circulated to commenting agencies for input.
2. Applications deemed complete are scheduled for a public meeting.
3. At the Public Meeting, the planner outlines the application for Council/Committee and fully explains the change that is being requested.

4. The applicant or agent is called upon to present the application and answer questions. More emphasis should be placed on the applicant to make their case.
5. The public are then asked to provide input, whether that be support or opposition for the application and the grounds for their position.
6. Council/Committee members are able to ask questions for clarification and full understanding of the application.
7. The meeting is then adjourned until the next Council meeting.

At the next Council meeting, the Planners would then submit their planning report with recommendations that would take into consideration agency comments and any concerns or issues of merit that were forthcoming from the public meeting.

Council/Committee would then debate the application and make their decision.

Although this proposed amendment would add some additional time to the decision-making process, it would allow the public to make their presentations before the planners take a position with a written report. This would enhance the process in that the public would not feel that their comments are irrelevant since the planners have already provided a recommendation.

In most cases, there is plenty of time under the provincial requirements for the decision making in changing the process as described above.

At one point in the recent past, Councils, in fact, were not able to make decisions on the same date as the public meeting was held. This requirement was amended as the development community complained about time delays, but it does not constitute bad planning.

### **Analysis**

The proposed process change would add potentially an additional 30 days to approvals; however, a municipality still retains the right to 120 days for an OPA and 90 days for a zoning decision. The Town would have no difficulty in meeting these mandated timelines.

Additionally, this amended approach would potentially help in the perception that decisions based on planning recommendations are made before hearing what concerns the public may have.

### **Interdepartmental Implications**

N/A

### **Financial Implications**

None

**Recommendation**

**THAT** Staff Report A-027-19 be received by the Council of the Corporation of the Town of Ingersoll as information;

**AND FURTHER THAT** Council adopts the changed process recommendations for implementation commencing January 1<sup>st</sup> 2020.

**Attachments**

None

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Prepared by: William Tigert, Chief Administrative Officer



**Department:** Building

**Report Number:** B-019-19

**Council Meeting Date:** October 15, 2019

**Title:** Town Hall Fire Alarm

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### **Objective**

To provide Council with an update on the Town Hall Fire Alarm replacement and request to transfer remaining funds in curbing and canopy replacement to offset the additional cost of the fire alarm.

### **Background**

In early 2018, the Town engaged EXP consultants to assist with preparing required tender documentation for the replacement of the original fire alarm panel and system. Through those discussions it was determined that the replacement and consultant fees would be around \$80,000 shared with the County to upgrade the existing, outdated alarm system.

The alarm upgrade tender was posted in June and closed on July 3, 2019. During the mandatory site meeting, we only received two interested contractors; only one of which submitted a bid. The only bid received came in at \$89,786, together with the consultant's fees to provide tender documentation and oversee the project the overall cost for the fire alarm will be \$101,786.

### **Analysis**

After reviewing and completing the majority of the curbing and canopy repairs (painting of the canopy remains) there is still \$25,000 of what was budgeted once the cost of the painting is accounted.

If both the County and Town are willing to transfer their budgeted portion (50%) of the \$25,000 remaining funds allocated for the curbing and canopy repair it will cover the additional costs to upgrade the fire alarm.

**Interdepartmental Implications**

None

**Financial Implications**

None, as this is a request of reallocation of approved budget from one capital project to another.

**Recommendation**

**THAT** staff report B-019-19 be received by the Council of the Corporation of the Town of Ingersoll as information.

**AND FURTHER THAT** Council direct staff to reallocate the remaining \$12,500 budgeted for curbing and canopy repair to the Town Hall Fire Alarm replacement budget

**Attachments**

None

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Prepared by: Shannon Vanderydt, CBO

Approved by: William Tigert, Chief Administrative Officer



**Department:** Clerk's Department

**Report Number:** C-038-19

**Council Meeting Date:** October 15, 2019

**Title:** Appointment to the Local Court Security Advisory Committee

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### Objective

To appoint a member of Town Council, who does not currently sit on County Council to the Local Court Security Advisory Committee.

### Background

The Town received the attached memo from Oxford County requesting that the Town of Ingersoll appoint one member of Council that does not sit on County Council to the Local Court Security Advisory Committee. In 2017, Council appointed Councillor Gord Lesser to sit on the committee.

### Interdepartmental Implications

None

### Financial Implications

None

### Recommendation

**THAT** Staff Report C-038-19 be received by the Council of the Corporation of the Town of Ingersoll as information;

**AND THAT** the Council for the Town of Ingersoll appoint \_\_\_\_\_  
to the Local Court Security Advisory Committee.

## Attachments

- 1) Local Court Security Advisory Committee Terms of Reference
- 

Prepared by: Michael Graves, Director of Corporate Services/Clerk-Deputy CAO  
Approved by: William Tigert, Chief Administrative Officer

### **BACKGROUND**

In accordance with the subsection 4(1) of the Police Service Act, R.S.O. 1990, c. P. 15, (PSA) “Every municipality to which this subsection applies shall provide adequate and effective police services in accordance with its needs.” The Act clarifies in subsection 4(4), that 4(1) applies to “lower-tier municipalities in the County of Oxford”. Subsection 137(1) of the Act specifically assigns responsibility for court security to the Police Services Board having jurisdiction over the premises where court proceedings are conducted – regardless of the fact that the court is run by provincial officials and its administration falls under the Ministry of the Attorney General.

In accordance with the PSA, the Oxford County Provincial Courthouse, located in the City of Woodstock, currently receives court security services from Woodstock Police Services (WPS) at a level determined appropriate by the Chief of WPS. As the City of Woodstock annually funds WPS police services, the City’s taxpayers currently pay for court security costs for the Oxford County Courthouse, net of Court Security and Prisoner Transportation Funding which resulted from the *Provincial-Municipal Fiscal Service Delivery Review* (PMFSDR) completed in 2008.

The Oxford County Courthouse serves all of its eight area municipalities with respect to Provincial court related services. The County’s Provincial Offences Court is administered by the County through a Memorandum of Understanding with the Ministry of the Attorney General. Court security costs for the administration of POA services are currently funded by user fees, net of Court Security and Prisoner Transportation Funding.

### **PURPOSE/MANDATE**

At County Council’s regular meeting held May 10, 2017, Council passed Resolution No. 10, to strike a Local Court Security Advisory Committee, with a mandate to:

- i. Annually recommend to County Council the level of County funding for costs incurred by the Woodstock Police Service and the Ontario Provincial Police for Court Security and Prisoner Transportation services, having regard to the efficient use of resources; and
- ii. Advocate for court security and prisoner transportation funding from the Province that achieves 100% of municipal costs by 2019 and thereafter.

### **COMPOSITION**

The Local Court Advisory Committee shall consist of ten members, nine non-County Councillor members of whom are appointed by their respective area municipal Council; three of whom will represent the City of Woodstock; one representative for each of the remaining seven municipalities; with the exception of the County Warden, who is appointed Chair of the Committee.



A Committee's term shall be concurrent with the term of the appointing council, or until a successor is appointed.

### ***RULES OF PROCEDURE***

The County Warden shall chair the Committee meetings in accordance with the County of Oxford Procedure By-law No. 5852-2016, as amended with the exception of meeting dates and times which will be determined by the Committee and at the call of the Chair.

### ***COMMITTEE FUNDING***

Committee members will be reimbursed by the County of Oxford for local travel expenses incurred, payable at established County of Oxford rates.

### ***COMMITTEE SUPPORT***

The work of the Committee will be support by the following: Police Service Boards across Oxford County; the Oxford County and City of Woodstock Treasurers; the Woodstock Police Chief; and, Oxford OPP Detachment Inspector.

The Deputy Clerk of the County of Oxford will attend all meetings of the Committee and post meeting minutes on the County website at [www.oxfordcounty.ca](http://www.oxfordcounty.ca) .



**Department:** Clerk's Department with comments from OPP, Building & Community Services Departments

**Report Number:** C-039-19

**Council Meeting Date:** October 15, 2019

**Title:** Homeless Encampment Issue and Proposed Response

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## Objective

This report seeks to:

- Provide Council with information on homeless encampments in the community;
- Obtain direction from Council on how to proceed in the short-term on the issue of individuals camping/living rough on Town-owned lands;
- Educate the public on appropriate responses and reporting for private property concerns; and
- Discuss considerations for possible longer-term solutions.

## Background

Reports to staff of homeless encampments and people living rough (sleeping/living outside) on various properties throughout Town appears to be on the rise and represents an emerging concern in the community; this is not unique to Ingersoll. Although no historical data exists upon which to compare the number of reported homeless encampments year over year, anecdotally staff indicate that the issue appears more prevalent if not more pronounced than in years past.

Accounts from the Director of Community Services, Chief Building Official and the OPP point to the existence of several homeless camps operating within the Town with locations on CN and CP property and various roving locations on Town-owned property, primarily on parkland.

Unfortunately, homelessness is not an Ingersoll-specific issue. Despite the Ontario government having no official definition of homelessness and no consistent approach to its enumeration, it was reported in 2017 by the federal government that roughly 12,000 Ontarians experience homelessness each night. Further, as reported by the Ontario Government's "A Place to Call Home" report of the expert advisory panel on homelessness:

- More than 5,000 people were counted on the streets in Toronto in one night in 2013;
- In Hamilton 3,149 people stayed in overnight shelters in 2014;
- 720 people were recorded as homeless in Timmins in one week in 2011; and
- Province-wide, 168,711 households were on the waiting list for social housing at the end of 2014.

An article published to CBC News on May 29, 2019, reported that London Ontario By-Law officers deal with up to 60 homeless camps in the city a single week.

## Analysis

The expert advisory panel's report on homelessness states, "homelessness occurs as a result of many root causes including system (systemic, institutional, etc.) and individual factors. A large number of homeless people, from all socio-economic backgrounds, have experienced mental health issues, addictions and/or trauma. These causes are significantly exacerbated when a person loses a home and becomes homeless."

The reality is that Ingersoll Council alone cannot solve homelessness and this report is not intended to guide Council on how to do so. However, due to the rise of Homeless encampments, Council should consider and provide staff direction, on how it would like to address the issue in the short-term, educate the public on how to report concerns, and contemplate its priorities for longer-term solutions.

Responses to homeless encampments vary based on location: private or public lands

### Reporting Encampments on Private Lands

- Encampments located on private lands should be reported by the property owners to Oxford County OPP through their non-emergency line 1 888-310-1122. At the lawful property owner's request, the OPP may require encampment occupants to remove themselves from the property and may issue trespass notices or lay charges under the *Trespass to Property Act*.
- The OPP have no jurisdiction over provincially, and federally owned land such as those owned by CP and CN, and thus cannot undertake enforcement activities on these properties.
- Wherever possible, The OPP will attempt to link individuals who are homeless to appropriate community resources.

## Reporting Encampments on Town-Owned Lands

- Contact the Town of Ingersoll (519) 485-0120 to report the encampment.
- If you are unsure as to ownership of the land that the campsite is situated, provide a report to the Town, and the matter will be further investigated.

## Best Practices

- Do not enter the campsite.
- Do not engage with the encampment's occupants.
- If you believe criminal activity is occurring or there is an imminent threat of harm, call 911.

## Response Options

Currently, there is no direction from Council on how staff are to deal with homeless encampments located on Town lands. Consequently, when a report is received, staff will note the concern, investigate its location to determine if OPP or CN/CP police need to be notified, and if located on Town land, the encampment is left alone. In the absence of further defined response procedures, staff will continue to maintain this hands-off approach.

Going forward, Council may determine that they are satisfied with the current approach to homeless encampments.

Alternatively, Council may request staff to investigate shorter and longer-term response strategies. Any approach other than the status quo, such as passively monitoring campsites for safety concerns or actively removing them from Town lands will require additional staff time, monetary resources and the creation of policies and enabling by-laws to formalize Council's direction and establish responsibilities for staff. Upon Council direction, staff are confident that passive and active response procedures can be drafted for consideration. A basic outline of those approaches and some of the anticipated monetary and staffing implications are listed below:

### Passive Approach

A passive approach to homeless encampments on Town lands would allow occupants to remain in place if there are no safety concerns as reported by staff or the public. Monitoring of the situation is recommended, and if issues arise, the active response would be triggered.

## **Implications**

- Additional staff time, training and resources will be required to monitor sites.
- Direction as to who is responsible for undertaking monitoring activities, Staff safety will also be a critical component of any municipal response.

- Need to establish defined thresholds for what constitutes a health and safety concern warranting removal of the campsite; Council direction would be required for this.

### Active Approach

An active approach to homeless encampments would result in encampment occupants being asked to remove themselves and their campsites from Town-owned lands, which would be done in concert with the OPP. The OPP have commented that in order for them to remove an individual(s) from Town property they would require a lawful authority prior to taking any action (e.g., Trespass to Property Act).

The Town of Ingersoll does not have a specific trespassing by-law to request removal; however, Council may rely on the existing parks by-law 79-2974 and its amendment 01-4001 to achieve compliance. Additionally, the Trespass to Property Act would come into play.

By-law 79-2974, governs the general management, regulation, and control of all parkland within the Town of Ingersoll.

By-law 01-4001 amends by-law 79-2974 by adding the following language to Section 8:

*8) c) No person shall use any park within the Town of Ingersoll between the hours of 11:00 p.m. and 6:00 a.m. following unless such use is approved in advance by the Town.*

*Section 12 of by-law 79-2974 be repealed, and the following be substituted:*

*(12) Every person who contravenes any provision of this by-law shall, upon conviction, be liable to a fine or penalty pursuant to the provisions of Section 61 of the Provincial Offences Act.*

It should be noted that the designated campsites located in Centennial Park represent one of the approved overnight uses; however, they are subject to a fee of \$16.50 per night up to a maximum of three (3) consecutive nights. Currently, the length of stay is not strictly enforced by municipal staff.

### **Implications**

- Expenses related to the use of a third-party contractor to remove campsites from Town lands.
- Expenses related to additional staff time, training and OPP calls for service, dedicated to notifying occupants of their eviction from Townlands and arranging for the removal of campsites in the event of non-compliance.

- Need to establish a by-law for enforcement purposes. Currently, by-law 79-2974 would be the responsibility of the Community Services Department; however, no staff within this department have been appointed as by-law enforcement officers.

### Final Thoughts on Short-Term Strategies

By-law provisions along with the Trespass to Property Act may be cited to remove occupants from homeless encampments on Town parkland, and fines/convictions may be levied against those residing homelessly on private lands; however, it should be noted that it is difficult to achieve compliance through enforcement activities for a number of reasons including:

- Lack of viable alternatives for places to go/shelter.
- Fines are especially ineffective when levied against those who do not possess ID and may not have the means to pay. Such fines also pose a barrier in the form of financial hardship for those attempting to access services to better their lives.
- Underlying causal factors for homelessness such as addiction, trauma, and mental health issues are not addressed through by-law enforcement activities.
  - This is not to say that those who are participating in criminal activity such as theft and property crime should not be held accountable under criminal law.

### Considerations for Longer-Term Response Strategies

Although homelessness cannot be solved solely at the local level, the development of response procedures could be undertaken as part of the provincially mandated Community Safety and Well-being Plan, which must be in place by January 1, 2021.

Some best practice procedures other municipalities have adopted include:

- Providing eviction notices and timelines for occupants to vacate the premises;
- Connecting individuals to community social services;
- Undertaking enumeration efforts to better understand how many people are living rough and the root causes of homelessness in the community; and
- Training staff on safe work procedures, including camp clean-up procedures and what is to be done with occupants' personal belongings.

### **Interdepartmental Implications**

Response to homeless encampments places additional staffing strains on affected departments, will require additional resources and training and will increase the calls for service to the OPP to assist in occupant removal. The OPP have commented to say that "in order to remove someone they would require a lawful authority prior to taking any action (e.g., Trespass to Property Act)."

## Financial Implications

The extent of financial implications will vary based on the solution adopted by Council. Partnerships with other municipalities, possible contract agreement expansions with the County's Human Services division, third party contracts for the removal of campsites, training, etc. are all considered potential expenses.

## Recommendation

**THAT** Staff report C-039-19 be received by the Council of the Corporation of the Town of Ingersoll as information;

**AND THAT** Council direct staff to respond to homeless encampments on municipally-owned property by maintaining status quo for the time being.

### Optional:

**AND FURTHER THAT** Council direct Staff to investigate and draft response procedures for Council consideration based on:

A passive approach, whereby occupants are permitted to remain in place unless there are safety concerns, at which point the active approach will be activated, and occupants will be evicted.

An active approach, whereby occupants and campsites will be required to vacate Municipally owned property.

### Optional:

**AND FURTHER THAT** Council direct staff to investigate the development of a coordinated Homeless encampment response procedure as part of the Community Safety and Well-being Plan, to be in place January 1, 2021.

## Attachments

None

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Prepared by: Michael Graves, Director of Corporate Services/Clerk-Deputy CAO

Approved by: William Tigert, Chief Administrative Officer



**Department:** Clerk's Department

**Report Number:** C-040-19

**Council Meeting Date:** October 15, 2019

**Title:** Planning Overview: Community Safety and Well-Being Plan

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### Objective

This report is intended to provide Council with information on the legislative requirements of the *Police Services Act*, with respect to the development of a Community Safety and Well-being Plan and to recommend to Council that a joint plan be developed within Oxford County.

### Background

Legislative amendments to the *Police Services Act*, 1990 came into effect on January 1<sup>st</sup>, 2019. These amendments require every municipality to prepare and adopt a community safety and well-being plan. Municipalities are required to work in partnership with the police services and other sectors including health/mental health, education, community/social services and children/youth services throughout the planning process.

Municipalities have two years to prepare and adopt their plan (by January 1<sup>st</sup>, 2021) and are provided the flexibility to engage in community safety and well-being planning individually or in partnership with neighbouring municipalities to develop a joint plan. The requirement to develop a Community Safety and Well-being Plan applies to lower-tier municipalities in the County of Oxford and in counties, and regional municipalities (other than the County of Oxford).

Municipalities are to take a leadership role in identifying local priority risks in the community and for implementing evidence-based programs and strategies to address these risks before they escalate to a situation of crisis.



## Analysis

The ultimate goal of Community Safety and Well-being Planning is to achieve sustainable communities where everyone is safe, has a sense of belonging, is provided opportunities to participate, and where individuals and families are able to meet their needs for education, health care, food, housing, income, and social and cultural expression.

The following four areas are to be considered as part of the community safety and well-being planning framework:

1. Social Development: addressing underlying causes of social issues to promote and maintain individual and community wellness (ex. opportunities for employment, income, adequate housing, access to education and other support for the promotion of social and economic inclusion).
2. Prevention: implementing and applying proactive strategies to known and identified risks that are likely to result in harm to individuals or communities if left unmitigated.
3. Risk Intervention: Identifying and responding to situations of elevated risk and intervening before an emergency or crisis response is required. This requires multiple sectors working together to address situations where there is an elevated risk of harm.
4. Incident Response: includes immediate and reactionary responses, which may involve a sense of urgency (ex. police, fire, emergency medical services, child welfare intervention, student expelled from school). Planning should also consider increased collaboration to ensure that the most appropriate service provider is responding to incidents and that there is no duplication of service.

Planning should occur in all four areas outlined above; however, the resource material from the Province indicates that the majority of investment, time and resources should be spent on developing and/or enhancing social development, prevention and risk intervention strategies to reduce the number of individuals, families and communities that reach the point of requiring emergency/incident response. There is a focus on developing preventative strategies – research shows that it is more effective to focus on why something is happening (ex. a student has undiagnosed attention deficit disorder and challenges at home) than on what is happening (ex. student caught skipping school).

Additionally, there is a focus on the measurement of the success of the strategies and goals that are identified. Performance metrics to be identified through the planning process to determine success of strategies/goals; some examples include:

- Increased access and use of social supports
- Number of information/education sessions held

- Decreased victimization rates
- Number of emergency room visits
- Police and crime data
- Employment levels
- Educational attainment rates
- Number of individuals accessing emergency shelters
- Number of youths graduating from high-school and post-secondary education

Sharing evidence and data that the plan is creating better outcomes for the community will help to build trust and support for the implementation of the plan.

### Local Planning Process

In June 2019, Oxford County CAOs, Clerks and Treasurers met and discussed the requirements of the legislation. There was consensus that the lower-tier municipalities within the County would like to work together to develop a joint plan.

Discussion took place regarding the establishment of a Coordinating Committee (to be made up of the Clerks from each of the participating municipalities), and an Advisory Committee whose composition will be guided by requirements under the *Police Services Act*.

The Advisory Committee's role would be to inform and guide the Coordinating Committee through the information gathering, community consultation and plan development stages. Attached to this report for Council's consideration are draft Terms of Reference for the Coordinating Committee (Appendix A) and draft Terms of Reference for the Advisory Committee (Appendix B).

The role of the Coordinating Committee is to act as the liaison between the Advisory Committee and Council and to ensure the flow of communication is efficiently disseminated to all member municipalities regarding activities resulting from the planning, implementation and monitoring of the plan. At the meeting of the Clerks, CAOs and Treasurers, it was suggested that all member municipalities contribute \$10,000 towards the hiring of a consultant who will act as the Community Safety and Well-being Planning Coordinator and the Chair to the Coordinating and Advisory Committees. This individual would be further tasked with working with both committees to make recommendations on the information gathered during the planning process and for developing the Community Safety and Well-being plan from that information. With Council's support, the Coordinating Committee will prepare a request for proposal for a consultant to act as the Community Safety and Well-being Planning Coordinator. The results of the Request for Proposal will come back to Council for final consideration.

In relation to this project, Peter Heywood, on behalf of Southwestern Public Health, has advised County CAOs and Clerks that they are well-positioned to inform the development of the plan through the information found in the Oxford Community Well-being Report. Southwestern Public Health is also finalizing the Community Health

Status report, which municipalities will be able to access to also inform the development of the plan. Southwestern Public Health will be an important partner in the development of the plan.

Further, Inspector Tony Hymers, on behalf of the Ontario Provincial Police, has indicated that the Oxford County Situation Table is an existing committee, which has been meeting regularly since 2014 and may be a good resource for the Coordinating Committee. They utilize existing resources to help individuals/families reduce acutely elevated risk. They meet weekly to identify situations, determine which agency will take the lead and which agencies will support the intervention. Existing partners around the table include Oxford County Public Health and Human Services, Woodstock Police Department, Canada Mental Health Association, Woodstock Probation Services, Youth Justice Services, Addiction Services of Thames Valley, Children's Aid Society of Oxford County, Domestic Abuse Services Oxford, Home & Community, South West LHIN, Oxford Assertive Community Treatment (ACT) Team, Oxford County Community Health Centre, Oxford Elgin Child & Youth Centre, Oxford Health Link, Oxford County Paramedic Services, Oxford Provincial Police Oxford Detachment, Thames Valley District School Board, Victim Assistance Services and Mental Health.

#### Interdepartmental Implications

None

#### Financial Implications

No money has been allocated in the 2019 budget for the requested \$10,000 contribution towards the Oxford County lower-tiers' joint hiring of a consultant to guide the planning process and to draft the Oxford County Joint Community Safety and Well-being Plan. However, it has been suggested that these funds be taken from the one-time provincial efficiencies grant.

#### Recommendation

**THAT** staff report C-040-19 be received by the Council of the Corporation of the Town of Ingersoll as information.

**AND FURTHER THAT** the Council of the Corporation of the Town of Ingersoll declare its commitment to community safety and well-being within the Town and all of Oxford County;

**AND FURTHER THAT** Council support a collaborative approach to Community Safety and Well-being planning within Oxford County and the development of a joint Community Safety and Well-being Plan with the lower-tier municipalities within Oxford County as permitted under section 143(2) of the *Police Services Act*;

**AND FURTHER THAT** Council approve the Terms of Reference for the Community Safety and Well-being Planning Coordinating Committee attached as Appendix A to this

report, and the Terms of Reference for the Community Safety and Well-Being Planning Advisory Committee attached as Appendix B to this report;

**AND FURTHER THAT** Council authorize the allocation of \$10,000 to hire a consultant to act as the Community Safety and Well-being Planning Coordinator for the development of the Oxford County Community Safety and Well-being Plan, to be drawn from the \$622,976 provincial efficiencies fund.

#### **Attachments**

- Appendix A – Terms of Reference, Community Safety and Wellbeing Planning Coordinating Committee
- Appendix B – Terms of Reference, Community Safety and Wellbeing Planning Advisory Committee

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Prepared by: Danielle Richard, Deputy Clerk

Reviewed by: Michael Graves, Director of Corporate Services/Clerk-Deputy CAO

Approved by: William Tigert, Chief Administrative Officer

## Appendix A Terms of Reference, Community Safety and Wellbeing Planning Coordinating Committee

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### Community Safety and Well-Being Planning Coordinating Committee Terms of Reference

#### **Preamble:**

Legislative amendments to the Police Services Act, 1990 came into effect on January 1<sup>st</sup>, 2019. These amendments require every municipality to prepare and adopt a community safety and well-being plan.

As part of the Provincial legislation, municipalities are required to develop and adopt community safety and well-being plans working in partnership with a multisectoral advisory committee comprised of representation from the police service board and other local service providers in health/mental health, education, community/social services and children/youth services. This approach allows municipalities to take a leadership role in defining and addressing priority risks in the community through proactive, integrated strategies that ensure vulnerable populations receive the help they need from the providers best suited to support them.

Municipal Councils of the Township of Blandford Blenheim, Township of East Zorra-Tavistock, Town of Ingersoll, Township of Norwich, Town of Tillsonburg, City of Woodstock, Zorra Township and Township of South-West Oxford passed resolutions which declare that community safety and well-being is a priority in Oxford County, and initiated a collective commitment to work together in the development of the Oxford County Community Safety and Well-being Plan.

#### **Mandate:**

The primary directive of the Community Safety and Well-being Planning Coordinating Committee is to guide and direct key tasks, which are required for the completion of the Oxford County Community Safety and Well-being Plan.

**Duties:**

Role of the Community Safety and Well-being Planning Coordinator/Chair of the Coordinating Committee

The Community Safety and Well-being Planning Coordinator will act as the Chair of the Coordinating Committee and the Advisory Committee. The responsibilities of the Community Safety and Well-being Planning Coordinator include the following:

- Attending and providing administrative support at Advisory Committee meetings;
- Preparing and circulating agendas of Advisory Committee meetings;
- Recording minutes of Advisory Committee meetings;
- Preparing documents for the Oxford County Community Safety and Well-being Planning Advisory Committee (ex. summary list of information gathered, draft lists of risk factors, vulnerable groups);
- Planning and supporting the Oxford County Community Safety and Well-being Planning Advisory Committee;
- Planning and implementing community engagement sessions (ex. providing public notice of upcoming events, sharing and promoting surveys for the collection of information);
- Communicating decisions of the Advisory Committee to the Coordinating Committee;
- Calling, arranging and chairing meetings of the Coordinating Committee;
- Maintaining all records in relation to the Community Safety and Well-being planning initiative.

Duties of the Coordinating Committee include, but are not limited to, the following:

- Overseeing the recruitment and coordination of the Oxford County Community Safety and Well-being Planning Advisory Committee by the Community Safety and Well-being Planning Coordinator (CSWB Coordinator);
- Ensuring that the decisions of the Advisory Committee are implemented and reflected in the Community Safety and Well-being Plan when it is brought forward for Council's consideration;
- Receiving and responding to requests for information about the Community Safety and Well-being planning process;
- Updating and providing status information about the development of the Community Safety and Well-being Plan to their respective Councils;
- Overseeing project communications;
- Ensuring that the Plan, once finalized and adopted, is made publicly available.

**Membership:**

The membership of the Oxford County Community Safety and Well-being Planning Coordinating Committee is made up of the Clerks of the participating municipalities as listed below and the Coordinator to be hired as part of a competitive RFP process.

- [Amy Humphries](#), City of Woodstock
- [Donna Wilson](#), Town of Tillsonburg
- [Julie Forth](#), Township of South-West Oxford
- [Karen Martin](#), Zorra Township
- [Kyle Kruger](#), Township of Norwich
- [Michael Graves](#), Town of Ingersoll
- [Rodger Mordue](#), Township of Blandford Blenheim
- [Will Jaques](#), Township of East Zorra-Tavistock

## Appendix B – Terms of Reference, Community Safety and Wellbeing Planning Advisory Committee

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### Community Safety and Well-Being Planning Advisory Committee Terms of Reference

#### **Preamble:**

Legislative amendments to the Police Services Act, 1990 came into effect on January 1<sup>st</sup>, 2019. These amendments require every municipality to prepare and adopt a community safety and well-being plan.

As part of the Provincial legislation, municipalities are required to develop and adopt community safety and well-being plans working in partnership with a multisectoral advisory committee comprised of representation from the police service board and other local service providers in health/mental health, education, community/social services and children/youth services. This approach allows municipalities to take a leadership role in defining and addressing priority risks in the community through proactive, integrated strategies that ensure vulnerable populations receive the help they need from the providers best suited to support them.

Municipal Councils of the Township of Blandford Blenheim, Township of East Zorra-Tavistock, Town of Ingersoll, Township of Norwich, Town of Tillsonburg, City of Woodstock, Zorra Township and Township of South-West Oxford passed resolutions which declare that community safety and well-being is a priority in Oxford County, and initiated a collective commitment to work together in the development of the Oxford County Community Safety and Well-being Plan.

#### **Mandate:**



The primary directive of the Community Safety and Well-being Planning Advisory Committee is to advise and inform the Community Safety and Well-being Planning Coordinator and the Coordinating Committee as they examine the County's risk factors, vulnerable groups and the protective factors needed to reduce harm and to enhance safety and well-being for all Oxford County residents.

### **Duties:**

Duties of the Advisory Committee include, but are not limited to, the following:

- Conduct community engagement sessions to inform the development of the plan;
- Determine the priorities of the plan, including references to risk factors, vulnerable populations and protective factors;
- Ensure outcomes are established and responsibilities for measurement are in place and approving performance measures by which the plan will be evaluated, as well as the schedule and processes used to implement them;
- Ensure each section/activity under the plan, for each priority risk, is achievable;
- Ensure the right agencies/organizations and participants are designated for each activity;
- Evaluate and monitor the plan;
- Align implementation and evaluation of the plan with the municipal planning cycle (annually) and other relevant sector-specific planning and budgeting activities to ensure alignment of partner resources and strategies;
- Set a future date for reviewing achievements and developing the next version of the plan;
- Think about ways in which the underlying structures and systems currently in place can be improved to better enable service delivery;
- Develop and undertake community engagement to build on the members' awareness of local risks, vulnerable groups and protective factors;
- Develop and maintain a dynamic data set, and ensuring its ongoing accuracy as new sources of information become available;
- Determine the priority risk(s) that the plan will focus on based on available data, evidence, community engagement feedback and capacity;
- After priority risks have been identified, all actions going forward should be designed to reduce these risks, or at least protect the vulnerable groups from the risks;
- Based on community capacity, developing an implementation plan or selecting, recruiting and instructing a small number of key individuals to do so to address the selected priority risk(s) identified in the plan.

### **Membership:**

The Oxford County Community Safety and Well-being Planning Coordinator and Coordinating Committee is responsible for the recruitment of the Advisory Committee. The Advisory Committee should consist of the following representation, at a minimum:

- An employee of at least one of the participating municipalities (Coordinating Committee Co-Chairs);
- A person who represents the education sector;
- A person who represents the health/mental health sector;
- A person who represents the community/social services sector;
- A person who represents the children/youth services sector;
- A person who represents an entity that provides custodial services to children/youth;
- A person who represents the police service board and/or Detachment Commander.

Individual members selected to the Advisory Committee will ideally have the authority to make decisions on behalf of their respective agencies/organizations regarding resources and priorities or will be empowered to do so for the purposes of developing the plan. Recruitment to the Advisory Committee will be reflective of the diverse make-up of the community and will give consideration to the following:

- The individual's knowledge/information about the risks and vulnerable populations in the community;
- Lived experience with risk factors or part of a vulnerable group in the community;
- Understanding of protective factors needed to address those risks;
- Experience developing effective partnerships in the community;
- Experience with ensuring equity, inclusion and accessibility in their initiatives; and
- A proven track record advocating for the interests of vulnerable populations.

Community Safety and Well-being Planning Coordinator will act as the Chair of the Advisory Committee. The roles and responsibilities of the Chair include:

- Chair Advisory Committee meetings;
- Prepare and circulate meeting agendas;
- Act as a liaison between the Advisory Committee and the Coordinating Committee; and
- Facilitate the work towards the fulfillment of the mandate and development of the Community Safety and Well-being Plan for the County of Oxford.

### **Meetings:**

Following the recruitment of the Advisory Committee, the Community Safety and Well-being Planning Coordinator and the Coordinating Committee will host a general information meeting. This meeting will allow all members to become acquainted with each other, discuss roles and responsibilities, develop a meeting schedule and action plan. Tasks may be assigned to individual members to bring forward at the following meeting.



**Department:** Clerks

**Report Number:** C-041-19

**Council Meeting Date:** October 15, 2019

**Title:** Upgrades to Software for Efficiencies

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### Objective

To receive Council approval for upgrades to software to improve service delivery and efficiency with the Town.

### Background

The Town received funding from the province in the amount of \$622,976 to find efficiencies and improve service delivery. There are several areas that staff have been reviewing but in the past funding for the technology or the staff time that is needed for implementation were not available.

### Analysis

#### Electronic Records Management

Staff currently have records management software, but it is not 100 percent text searchable. Due to increased demand from the public (through Freedom of Information requests) and staff for records, improved search ability would drastically improve service delivery and reduce staff time. Staff have reviewed a number of options but are recommending proceeding with Laserfiche, which is used by every other municipality in the County of Oxford, and can be acquired at a reduced price through the County's enterprise licence. Staff will also benefit from the County's Laserfiche user group, which shares knowledge and best practices. The Laserfiche software has extreme capabilities including:

- 100% text searchable;
- Workflows (automation);
- Improved file/folder security; and

- Integration with the website for easier publication of documents such as by-laws, etc.

### Agenda Software

Similarly, staff have been reviewing agenda software to automate agenda assembly but again have not had the budget for the software. Staff have looked at several packages but believe the best package for our purposes is the Diligent – Icompass package, which has the following benefits:

- More accessible;
- Speeds assembly time;
- Better integration with the website;
- Easier searchability for the public;
- Easier webcasting with closed captioning and
- Integration with Laserfiche for records management purposes.

It is anticipated that the Province has provided this funding with the intent that downloading is coming and more staff time will be needed to manage future work that will be required of the municipality. The province has specifically said that funding should be used to modernize service delivery and reduce future costs.

Staff suggest the purchase and implementation of these software packages will reduce staff time for current work that will then be able to be attributed to future requirements.

### Enhanced Functionality

With the knowledge that downloading is coming, the intent of this project is to streamline existing services to ensure that they are as efficient as possible. In investigating records management, it was determined that the Laserfiche software program offers automated workflows that are currently being used by several municipalities. Some municipalities have significantly leveraged these workflows. Staff at those Municipalities report significant time-savings in repetitive projects but also advise that the initial setup of the programs takes considerable staff time.

### Further Transparency

One of the goals of the Clerk's department is to further openness and transparency. Although the Town of Ingersoll was the first municipality in the County with a Code of Conduct and the first with an Integrity Commissioner it has long been our goal to improve the dissemination of information to the public. Recently, the Clerk's department has begun to create a Council meeting highlights report to summarize Council decisions. Staff would like to live stream the Council meetings in an effort to improve information to the public, and the agenda package from Diligent – Icompass is able to provide this service. Again, the initial setup of this service will take considerable staff time.

## Temporary Staff Resources

Often, when software is purchased, staff do not have the time to fully exploit its capabilities. For this reason, staff are recommending that a temporary staff person be hired on a contract basis for two years to fully implement Laserfiche for electronic records management and automated workflows and Diligent – Icompass for agenda creation and live streaming of Council meetings. The funding for this would not come from the budget but would come from the funding provided by the province to find efficiencies.

### **Financial Implications**

\$12,380 for diligent – Icompass

\$28,338 for laserfiche

\$130,000 for temporary staff time for implementation

### **Recommendation**

**THAT** Council of the Town of Ingersoll received report C-041-19 as information;

**AND THAT** Council directs staff to proceed with the purchase of Laserfiche for electronic records management and workflow automation;

**AND THAT** Council directs staff to proceed with the purchase of Icompass from Diligent for agenda creation and live streaming;

**AND THAT** Council directs staff to hire a contract individual for a period of up to two years to implement Electronic Records Management and Workflows and agenda creation and workflows;

**AND THAT** the funding for this project come from the Provinces one-time funding aimed at finding efficiencies.

### **Attachments**

None

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Prepared by: Michael Graves, Director of Corporate Services/Clerk – Deputy CAO  
Approved by: William Tigert, CAO



**Department:** Clerk's Department

**Report Number:** C-042-19

**Council Meeting Date:** October 15, 2019

**Title:** Fee Exemption Request from the Royal Canadian Legion

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### **Objective**

To receive Council direction regarding the fee exemption request for a building permit for the Royal Canadian Legion.

### **Background**

The Town received the attached request from the Royal Canadian Legion Branch #119, for 211 Thames Street North in Ingersoll. The fee relates to a building permit for the addition of an Accessible Door on their facility. The fee is \$500.

### **Analysis**

Staff would advise Council that pursuant to the Building Fee bylaw there is not an option of reimbursing or waiving a building permit fee. Building permit fees are collected under the authority of the Ontario Building Code and are collected to cover the actual costs of providing the services of inspections. Council does not have the discretion to grant this request.

However, if Council is desirous of assisting the Royal Canadian Legion, Council may wish to provide a grant to the organization out of the Council budget. The Grants to Volunteer Organizations still has a little room in it; however, staff caution that requests for funding may yet be received.

### **Financial Implications**

Should Council choose to grant this amount, it would impact the Grants to Volunteer Organizations' budget and would leave less available for grants to athletes or others.

## Recommendation

**THAT** Staff Report C-042-19 be received by the Council of the Town of Ingersoll as information;

### **AND THAT**

Council grants the Royal Canadian Legion \$500 to assist in the project to improve accessibility at their facility at 211 Thames Street North, Ingersoll.

### **OR**

Council accepts the request from the Royal Canadian Legion as information.

## Attachments

Request from Royal Canadian Legion dated September 30, 2019

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Prepared by: Michael Graves, Director of Corporate Services/Clerk – Deputy CAO  
Approved by: William Tigert, CAO



## The Royal Canadian Legion

Hillcrest Memorial (Ont No 119) Branch  
211 Thames Street North, Ingersoll, Ontario, N5C 3E3  
Tel: (519) 485-2580

September 30, 2019  
Ingersoll Town Council,  
130 Oxford Street,  
Ingersoll, on,  
N5C 2V5

The Royal Canadian Legion Branch #119, 211 Thames Street North, requests that the Town of Ingersoll please consider overlooking the \$500.00 cost for the permit fee for the addition of a HANDICAP DOOR OPENNER. We are installing this to help our Veterans and Handicapped Seniors as well as all the visitors that also need assistance in opening the front door of the Legion. We appreciate all that you have done in the past, and hope you are able to continue now and in the future.

Yours sincerely

Rob Mabee, President,  
Royal Canadian Legion,  
Branch #119,  
Ingersoll, on,  
N5C 3E3

Mayor's Office

OCT -1 2019

RECEIVED





**Department:** Treasury

**Report Number:** T-021-19

**Council Meeting Date:** October 15, 2019

**Title:** 2020 Budget Public Meetings Schedule and Direction

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### Objective

This report seeks Council's direction on guidelines to ensure a Budget that is consistent with Council's objectives and priorities. It seeks general direction for the annual tax levy incremental increase, as well as a cost of living allowance for non-union staff.

This report also recommends a timetable of 2020 Budget Council meetings for consideration.

### Background

For the 2019 Budget session, Council held four public Budget meetings. The 2019 Capital Budget was approved on December 20<sup>th</sup>, 2018, followed by the approval of the Operating Budget on February 7<sup>th</sup>, 2019. The 2019 Operating Budget incorporated a 2.33% rise in the levy, a 1.5% wage increase for union and non-union staff, Council members, and volunteer firefighters.

### Analysis

#### Tax Levy Increase Threshold

Historical tax levy increases for the last several years have averaged approximately 3%. However, recent provincial legislative changes are expected to have an impact on the Town's 2020 Budget. While the specific details of the changes are still unclear, staff will continue to monitor and provide updates throughout the development of the 2020 Budget.

If Council wishes to establish a lower maximum acceptable tax levy increase threshold, consideration should be given to the average tax levy increase over the last several years of 3%.

There are a number of financial challenges outside the Town's control, such as increasing inflation, reduced funding and legislated changes. Pressures such as these will make it difficult to achieve an increase lower than the historical average without jeopardizing the Town's ability to deliver services at the level to which residents are accustomed.

### **Cost of Living for Non-Union Staff**

All items Consumer Price Index (CPI-U) is the most widely used measure for setting annual wage increases for municipalities. Staff are recommending that the Ontario CPI rate as of August in each year be used to set the cost of living allowance for non-union staff. As of August 2019, CPI for Ontario is 1.9% over August 2018.

### **2020 Budget Timeline**

To allow sufficient time to review and receive feedback from residents on the proposed 2020 Budget, Staff are recommending to hold four budget meetings, open to the public, as detailed in Table 1 – 2020 Budget Proposed Timeline (located below).

Should members of the public wish to participate, they will be required to follow the delegation process as established under the Procedural Bylaw, providing the required request to the Municipal Clerk. By adopting the schedule in advance, it provides an opportunity for citizens to prepare and come forward if they wish to participate in the 2020 budget deliberations.

Table 1 - 2020 Budget Proposed Timeline

<b>What</b>	<b>Where and When</b>
<b>Town Website</b> –Comment section on the website for public input	November 1– November 30, 2019
<b>Special Council Budget Meeting</b> - Tabling of the 2020 Budget – 1 <sup>st</sup> Draft	Where: Council Chambers When: December 12, 2019
<b>Special Council Budget Meeting</b> – Review and approval of the 2020 Capital Budget	Where: Council Chambers When: December 18, 2019
<b>Special Council Budget Meeting</b> – Review of the 2020 Operating Budget with Administration. Scope: TO BE DETERMINED	Where: Council Chambers When: January 23, 2020
<b>Special Council Budget Meeting</b> – Approval of the 2020 Operating Budget	Where: Council Chambers When: February 6, 2020

## Financial Implications

There are no direct financial implications from the recommendations in this report.

## Recommendation

**THAT** Staff Report T-021-19 be received by the Council of the Corporation of the Town of Ingersoll as information.

**AND THAT** Staff be directed to include an incremental increase of 3% to the Tax Levy in the draft 2020 Budget.

**AND THAT** Council direct the inclusion of cost of living adjustment of 1.9% as a recommendation for non-union staff salary increases in the 2020 Budget.

**AND FURTHER THAT** Council adopt the 2020 Budget Timeline.

## Attachments

None

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Prepared by: Iryna Koval, Director of Finance, Treasurer

Approved by: William Tigert, CAO



**Department:** Treasury

**Report Number:** T-022-19

**Council Meeting Date:** October 15, 2019

**Title:** Operating Budget Variance Report for 9 months of 2019

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### Objective

To provide Council with a financial review of operations for nine months of 2019.

### Background

A review of the Town's financial operations for the nine months ending September 30, 2019, was completed to ensure that actuals are within budget. Staff monitors the operating budget on an ongoing basis.

### Analysis

Departments are currently projecting to be on budget by year-end with no significant identified risks. The attached report is intended to provide details on the interim operating results for each department. The report was reviewed, and variances were investigated. As detailed in the comments, the majority of reported variances reflect either timing differences or the seasonal nature of operations and appear to be reasonable at this time.

It is the responsibility of each department to remain within budget by adjusting expenditures as necessary to ensure a balanced year-end position.

Some of the more notable variances include the following:

#### Revenues

With respect to the overall corporate revenues, the Town reports a favourable \$885K variance. Highlights contributing to the variance include the following:

1. The Building department experienced unexpected extra revenue of \$147K mainly driven by higher than projected volume of building permit applications received this year.
2. Higher than anticipated grant / subsidies revenues as a result of a one-time provincial grant in the amount of \$623K intended to assist small and rural municipalities improve service delivery and find efficiencies; and the Main Street Revitalization grant in the amount of \$42K.
3. Treasury department reported higher than anticipated interest revenue of \$113K primarily due to increased interest rates and higher bank balances.
4. The Town received \$40,902 from the Friends of the Oxford County School Museum as the first installment of the transition funding. As Council may recall, the Town and the School Museum agreed to transfer the School Museum collection and operations under the Town's umbrella. This funding was not included in the 2019 budget.
5. Unfavourable \$105K variance in taxation revenues is due to the timing of processing supplementary tax bills and confirmed to be reasonable.
6. Unfavourable \$75K variance in program revenues is due to decreased participation in adult and youth programs, and specialty classes, including yoga, karate, boot camps. The pool closure over 47 days from May 13 – June 28 also contributed to the unfavourable YTD results.

### Expenses

Favourable \$250K variance in salaries, wages and benefits for various departments. The attached report reflects activities on a cash basis. The budget salary and wages comparison figures do not reflect the seasonal nature of part-time wages for Parks, Recreation and Youth Centre programs, as well as the timing of new hires.

Favourable variances of \$112K in insurance expenses and \$202K in O.P.P contract are entirely attributed to timing differences in recording of expenditures and the budget.

Other variances including utilities, professional fees, contracted services, marketing and promotion, buildings repair and maintenance, and property tax refunds are due to the timing and confirmed to be reasonable at this time.

Detailed comments have been provided for each department in the attached report. The comments are based on departmental input and Treasury review.

### **Financial Implications**

Outlined in the attached report.

**Recommendation**

**THAT** Staff Report T-022-19 be received by the Council of the Corporation of the Town of Ingersoll as information.

**Attachments**

- 1) Operating Budget Variance Report for the 9 months Ended September 30, 2019
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Prepared by: Iryna Koval, Director of Finance, Treasurer

Approved by: William Tigert, CAO

**THE CORPORATION OF THE TOWN OF  
INGERSOLL**

**Operating Budget Variance Report for 9 Months Ended  
September 30, 2019**

**Town of Ingersoll**  
**9 Months Ended September 30, 2019**

**Summary All Departments by Revenue/Expense Grouping**

	YTD Actual		YTD Budget	Variance YTD 2019 Budget vs Actual	Annual Budget	Remaining Budget
	2018	2019	2019	fav (unfav)	2019	2019
	1	2	3	4=3-2	5	6=5-2
<b>CLERKS ADMIN &amp; COUNCIL</b>	163,233	168,374	186,381	18,007	245,970	77,596
<b>CHIEF ADMINISTRATIVE OFFICER</b>	376,530	349,053	357,851	8,798	352,130	3,077
<b>CLERKS</b>						
ADMINISTRATION	122,126	329,447	410,055	80,608	564,250	234,803
ANIMAL CONTROL	836	(4,564)	1,895	6,459	6,700	11,264
PARKING	8,168	3,085	12,910	9,825	23,500	20,415
PARATRANSIT	30,074	34,132	40,948	6,816	59,420	25,288
DOWNTOWN IMPROVEMENT	--	--	--	--	--	0
<b>TREASURY</b>						
ADMINISTRATION	532,612	(279,507)	666,778	946,285	966,694	1,246,201
TAXATION	(16,880,172)	(17,522,418)	(17,456,937)	65,481	(14,279,494)	3,242,924
INFORMATION TECHNOLOGY	231,107	229,052	242,014	12,962	305,195	76,143
<b>BUILDING INSPECTION</b>						
INSPECTION	(27,647)	(141,454)	(1,325)	140,129	0	141,454
PROPERTY STANDARDS	11,613	16,415	17,531	1,116	25,180	8,765
TOWN CENTRE	85,701	159,515	174,978	15,463	220,878	61,363
PUBLIC BUILDINGS - OTHER	37,018	(6,443)	(11,333)	(4,890)	(10,800)	(4,357)
<b>FIRE</b>						
ADMINISTRATION	732,670	755,263	787,604	32,341	1,069,798	314,535
FACILITY	55,248	42,871	83,573	40,702	18,188	(24,683)
<b>POLICE</b>						
ADMINISTRATION	1,769,964	1,607,152	1,840,676	233,524	2,464,920	857,768
FACILITY	(51,340)	(46,389)	(42,223)	4,166	13,302	59,691
<b>ENGINEERING</b>						
ADMINISTRATION	1,718,230	1,953,363	1,996,307	42,944	2,161,115	207,752
EQUIPMENT	2,467	(5,521)	(1,613)	3,908	0	5,521
STREET LIGHTING	167,019	137,487	200,983	63,496	290,000	152,513
TRAFFIC SIGNALS	5,991	8,251	10,360	2,109	15,200	6,949
<b>PUBLIC WORKS</b>						
ADMINISTRATION & EQUIPMENT	286,882	252,227	190,904	(61,323)	301,953	49,726
FACILITY	29,781	40,083	35,572	(4,511)	59,176	19,093
BRIDGES & CULVERTS	4,322	7,400	5,977	(1,423)	11,640	4,240
ROADSIDE MAINTENANCE	193,123	156,469	190,472	34,003	265,720	109,251
SURFACE MAINTENANCE	129,151	161,570	170,890	9,320	287,220	125,650
ROADS, SIDEWALKS & PARKING LOTS	168,444	180,485	174,639	(5,846)	263,280	82,795
WINTER CONTROL	324,138	374,281	374,455	174	479,640	105,359
ENVIRONMENTAL SERVICES	45,429	41,006	40,363	(643)	112,982	71,976
<b>PARKS AND ARENA</b>						
ADMINISTRATION	105,944	102,333	118,227	15,894	160,820	58,487
ARENA	431,905	408,540	440,836	32,296	431,326	22,786
PARKS	518,073	581,041	554,924	(26,117)	735,002	153,961
PARKS PROGRAMS	16,931	21,649	23,143	1,494	76,050	54,401
CAMI PARKS / SUZUKI HOUSE	63,711	94,312	94,578	266	164,246	69,934
<b>VICTORIA PARK COMMUNITY CENTRE</b>						
ADMINISTRATION	68,220	68,770	62,083	(6,687)	93,675	24,905
AQUATICS	75,794	82,945	79,278	(3,667)	161,104	78,159
FITNESS	22,674	154,195	137,180	(17,015)	145,286	(8,909)
GENERAL PROGRAMS	36,620	77,818	55,723	(22,095)	81,098	3,280
FACILITY	811,302	420,221	434,407	14,186	578,343	158,122
<b>YOUTH CENTRE</b>						
FACILITY	88,981	50,156	87,416	37,260	102,661	52,505
GENERAL PROGRAMS	219,585	262,432	347,997	85,565	502,800	240,368
<b>MUSEUMS</b>						
FACILITY	19,143	22,115	24,230	2,115	33,560	11,445
PROGRAMS	109,979	80,134	121,154	41,020	161,762	81,628
<b>ECONOMIC DEVELOPMENT</b>	136,354	126,406	156,420	30,014	278,510	152,104
	(7,002,064)	(8,446,251)	(6,561,719)	1,884,532	--	8,446,251



**Town of Ingersoll**  
**9 Months Ended September 30, 2019**

**Summary All Departments by Revenue/Expense Grouping**

	YTD Actual		YTD Budget	Variance YTD 2019 Budget vs Actual	Annual Budget	Remaining Budget
	2018	2019	2019	fav (unfav)	2019	2019
	1	2	3	4=3-2	5	6=5-2
<b>REVENUE</b>						
SALE OF GOODS OR SERVICES	(89,104)	(52,650)	(50,941)	1,709	(91,755)	(39,105)
PERMITS/LICENSES	(185,485)	(313,133)	(165,815)	147,318	(199,595)	113,538
ICE RENTAL	(98,366)	(103,876)	(103,578)	298	(244,965)	(141,089)
RENT / LEASES	(153,548)	(149,622)	(141,589)	8,033	(194,057)	(44,435)
USER FEES	(225,177)	(220,442)	(222,972)	(2,530)	(263,266)	(42,824)
MEMBERSHIPS	(94,623)	(92,625)	(115,072)	(22,447)	(156,800)	(64,175)
RECOVERIES	(92,728)	(125,726)	(78,833)	46,893	(105,964)	19,762
COUNTY RECOVERY	(196,214)	(177,536)	(170,422)	7,114	(303,748)	(126,212)
TAXATION	(17,098,340)	(17,584,847)	(17,689,633)	(104,786)	(14,909,494)	2,675,353
INTEREST / DIVIDENDS	(440,922)	(506,241)	(392,636)	113,605	(669,500)	(163,259)
GRANTS / SUBSIDIES / REBATES	(105,330)	(747,783)	(42,011)	705,772	(63,863)	683,920
LAND SALES	(244,646)	(50)	-	50	-	50
PROGRAM REVENUES	(183,733)	(150,749)	(226,433)	(75,684)	(271,779)	(121,030)
DONATIONS / FUNDRAISING	(156,594)	(153,712)	(93,818)	59,894	(124,650)	29,062
	<u>(19,364,810)</u>	<u>(20,378,993)</u>	<u>(19,493,753)</u>	<u>885,240</u>	<u>(17,599,436)</u>	<u>2,779,557</u>
<b>EXPENSE</b>						
SALARIES, WAGES & BENEFITS	4,579,736	4,632,302	4,882,377	250,075	6,996,272	2,363,970
ADMINISTRATIVE EXPENSE	67,541	53,494	61,750	8,256	77,808	24,314
OPERATING EXPENSE	148,731	130,455	155,776	25,321	202,935	72,480
COMMUNICATIONS	64,349	67,911	64,827	(3,084)	118,141	50,230
INSURANCE EXPENSE	126,743	104,231	217,109	112,878	229,836	125,605
UTILITIES - HYDRO	372,462	331,054	503,720	172,666	699,834	368,780
UTILITIES - NATURAL GAS	75,495	49,477	73,259	23,782	102,250	52,773
UTILITIES - WATER	51,782	46,637	65,011	18,374	114,000	67,363
SUPPLIES	33,598	33,516	22,745	(10,771)	37,705	4,189
PROGRAM EXPENSES	70,546	78,347	94,412	16,065	124,858	46,511
MEETINGS, CONFERENCES, TRAINING	74,932	91,053	100,079	9,026	140,795	49,742
FUEL / TRANSPORTATION COSTS	75,102	72,510	78,579	6,069	112,860	40,350
PROFESSIONAL FEES	281,925	236,723	245,354	8,631	607,750	371,027
CONTRACTED SERVICES	114,813	122,459	129,702	7,243	259,220	136,761
PROPERTY TAX REFUNDS & ADJUSTMENTS	218,168	62,429	232,696	170,267	630,000	567,571
MARKETING & PROMOTION	62,309	51,846	73,749	21,903	159,995	108,149
GRANTS TO VOLUNTEER ORGANIZATIONS	53,036	60,695	61,500	805	87,100	26,405
REPAIRS & MAINTENANCE	36,747	37,761	38,180	419	43,987	6,226
LAND MAINTENANCE & IMPROVEMENT	57,980	36,457	38,991	2,534	59,700	23,243
EQUIP REPAIRS & MAINTENANCE	112,615	145,489	128,807	(16,682)	177,445	31,956
BLDG REPAIRS & MAINTENANCE	103,018	100,922	99,020	(1,902)	135,700	34,778
SNOW REMOVAL AND SANDING	50,381	42,229	40,093	(2,136)	47,500	5,271
MAINTENANCE CONTRACTS	121,093	115,118	118,853	3,735	141,099	25,981
MATERIALS - PUBLIC WORKS	216,107	235,564	237,478	1,914	422,160	186,596
EQUIPMENT USAGE	20,532	28,268	(42,572)	(70,840)	90,200	61,933
TRANSFER TO BIA	-	-	-	-	78,000	78,000
TRANSFERS TO CEMETERY BOARD	100,000	50,000	68,591	18,591	91,359	41,359
	<u>7,293,755</u>	<u>7,019,360</u>	<u>7,790,086</u>	<u>770,726</u>	<u>11,988,509</u>	<u>4,969,149</u>
<b>NET OPERATING REVENUE</b>	<u>(12,071,054)</u>	<u>(13,359,633)</u>	<u>(11,703,667)</u>	<u>1,655,966</u>	<u>(5,610,927)</u>	<u>7,748,706</u>
<b>OTHER</b>						
O.P.P. CONTRACT	1,754,317	1,601,668	1,804,264	202,596	2,406,319	804,651
OMPF - ONT MUN PARTNER GRANT	(247,875)	(214,877)	(185,907)	28,970	(247,875)	(32,998)
TRANSFER FROM RESERVES & RES FUNDS	-	-	-	-	(478,937)	(478,937)
TRANSFER TO RESERVES & RES FUNDS	3,112,932.85	3,122,990.00	3,115,657.00	(7,333.00)	3,134,990	12,000
RESERVE FUND - GAS TAX SUBSIDIES	(4,433)	-	-	-	0	0
DEBENTURE PAYMENT	454,048	403,602	407,934	4,332	796,430	392,828
	<u>5,068,990</u>	<u>4,913,383</u>	<u>5,141,948</u>	<u>228,565</u>	<u>5,610,927</u>	<u>697,544</u>
	<u>(7,002,064)</u>	<u>(8,446,251)</u>	<u>(6,561,719)</u>	<u>1,884,532</u>	<u>--</u>	<u>8,446,251</u>

**Town of Ingersoll**  
**9 Months Ended September 30, 2019**

DEPARTMENT: MAYOR & COUNCIL	YTD Actual		YTD Budget	Variance YTD 2019 Budget vs Actual		Annual	Remaining
	2018	2019	2019	fav (unfav)		Budget	Budget
	1	2	3	4=3-2		2019	2019
						5	6=5-2
<b>REVENUE</b>							
<b>EXPENSE</b>							
SALARIES, WAGES & BENEFITS	126,927	133,512	140,243	6,731		189,160	55,648
ADMINISTRATIVE EXPENSE	1,172	411	550	139		550	139
OPERATING EXPENSE	--	354	--	(354)		200	(154)
COMMUNICATIONS	1,656	939	2,007	1,068		4,000	3,061
PROGRAM EXPENSES	4,941	5,157	5,000	(157)		5,000	(157)
MEETINGS, CONFERENCES, TRAINING	21,673	21,810	17,784	(4,026)	(1)	19,660	(2,150)
FUEL / TRANSPORTATION COSTS	1,226	1,199	1,354	155		1,800	601
PROFESSIONAL FEES	--	--	3,600	3,600	(2)	5,000	5,000
MARKETING & PROMOTION	5,727	4,993	15,843	10,850	(2)	20,600	15,607
	<u>163,323</u>	<u>168,374</u>	<u>186,381</u>	<u>18,007</u>		<u>245,970</u>	<u>77,596</u>
<b>NET OPERATING (REVENUE) EXPENSE</b>	<u>163,233</u>	<u>168,374</u>	<u>186,381</u>	<u>18,007</u>		<u>245,970</u>	<u>77,596</u>
<b>OTHER</b>							
	<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>		<u>--</u>	<u>--</u>
	<u>163,233</u>	<u>168,374</u>	<u>186,381</u>	<u>18,007</u>		<u>245,970</u>	<u>77,596</u>

**NOTES**

- (1) Meetings and Conferences budget has been spent, unfavourable variance is projected to the end of the year.
- (2) Due to the timing of expenditures, should balance by year end.

**Town of Ingersoll**  
**9 Months Ended September 30, 2019**

DEPARTMENT: CHIEF ADMINISTRATIVE OFFICER	YTD Actual		YTD Budget	Variance YTD 2019 Budget vs Actual	Annual Budget	Remaining Budget
	2018	2019	2019	fav (unfav)	2019	2019
	1	2	3	4=3-2	5	6=5-2
<b>REVENUE</b>						
<b>EXPENSE</b>						
SALARIES, WAGES & BENEFITS	131,859	129,973	131,645	1,672	184,180	54,207
ADMINISTRATIVE EXPENSE	--	212	108	(104)	150	(62)
OPERATING EXPENSE	(822)	200	--	(200)	750	550
COMMUNICATIONS	269	159	329	170	850	691
PROGRAM EXPENSES	793	800	1,000	200	1,000	200
MEETINGS, CONFERENCES, TRAINING	3,066	4,394	4,333	(61)	5,000	606
FUEL / TRANSPORTATION COSTS	--	192	--	(192)	1,000	808
PROFESSIONAL FEES	218,703	209,712	209,942	230	496,000	286,288
MARKETING & PROMOTION	22,663	3,410	10,494	7,084	28,200	24,790
	<u>376,530</u>	<u>349,053</u>	<u>357,851</u>	<u>8,798</u>	<u>717,130</u>	<u>368,077</u>
<b>NET OPERATING (REVENUE) EXPENSE</b>	<u>376,530</u>	<u>349,053</u>	<u>357,851</u>	<u>8,798</u>	<u>717,130</u>	<u>368,077</u>
<b>OTHER</b>						
	<u>376,530</u>	<u>349,053</u>	<u>357,851</u>	<u>8,798</u>	<u>352,130</u>	<u>3,077</u>

**NOTES**

No significant variances

**Town of Ingersoll**  
**9 Months Ended September 30, 2019**

DEPARTMENT: CLERKS		YTD Actual		YTD Budget	Variance YTD 2019 Budget vs Actual fav (unfav) 4=3-2	Annual	Remaining
		2018	2019	2019		Budget	Budget
ACTIVITY:	ADMINISTRATION	1	2	3		2019	2019
		.....		.....		5	6=5-2
<b>REVENUE</b>							
	SALE OF GOODS OR SERVICES	(4)	(17)	(12)	5	(25)	(8)
	PERMITS/LICENSES	(16,961)	(13,119)	(19,753)	(6,634)	(23,300)	(10,181)
	RENT / LEASES	(10,187)	(14,716)	--	14,716	--	14,716
	USER FEES	(22,974)	(35,724)	(22,794)	12,930	(27,100)	8,624
	RECOVERIES	(5)	(20,981)	--	20,981	--	20,981
	LAND SALES	(244,646)	(50)	--	50	--	50
		<u>(294,777)</u>	<u>(84,607)</u>	<u>(42,559)</u>	<u>42,048</u>	<u>(50,425)</u>	<u>34,182</u>
<b>EXPENSE</b>							
	SALARIES, WAGES & BENEFITS	273,836	294,890	310,520	15,630	441,000	146,110
	ADMINISTRATIVE EXPENSE	31,766	23,423	25,637	2,214	27,155	3,732
	OPERATING EXPENSE	5,495	7,036	9,039	2,003	12,800	5,764
	COMMUNICATIONS	6,174	7,069	6,094	(975)	8,500	1,431
	PROGRAM EXPENSES	2,525	2,112	9,995	7,883	27,450	25,338
	MEETINGS, CONFERENCES, TRAINING	4,077	4,265	6,656	2,391	8,170	3,905
	FUEL / TRANSPORTATION COSTS	288	257	594	337	1,200	943
	PROFESSIONAL FEES	22,972	767	3,870	3,103	10,000	9,233
	CONTRACTED SERVICES	4,872	3,807	10,666	6,859	36,500	32,693
	MARKETING & PROMOTION	2,845	2,720	3,443	723	5,800	3,080
	GRANTS TO VOLUNTEER ORGANIZATIONS	53,036	50,295	51,100	805	51,100	805
	LAND SALE EXPENSES	4,015	2,411	--	(2,411)	--	(2,411)
		<u>411,903</u>	<u>399,054</u>	<u>437,614</u>	<u>38,560</u>	<u>629,675</u>	<u>230,621</u>
	<b>NET OPERATING (REVENUE) EXPENSE</b>	<u>117,126</u>	<u>314,447</u>	<u>395,055</u>	<u>80,608</u>	<u>579,250</u>	<u>264,803</u>
<b>OTHER</b>							
	TRANSFER TO RESERVES & RES FUNDS	5,000	15,000	15,000	--	15,000	--
		<u>5,000</u>	<u>15,000</u>	<u>15,000</u>	<u>--</u>	<u>(15,000)</u>	<u>(30,000)</u>
		<u>122,126</u>	<u>329,447</u>	<u>410,055</u>	<u>80,608</u>	<u>564,250</u>	<u>234,803</u>

**NOTES**

- (1) Less than anticipated marriage licenses issued.
- (2) More than anticipated panning, minor variance and site plan applications have been received to-date.
- (3) Recovered a portion of our legal costs incurred in 2018.
- (4) Variances are due to the timing of events.

**Town of Ingersoll**  
**9 Months Ended September 30, 2019**

DEPARTMENT: CLERKS	YTD Actual		YTD Budget	Variance YTD 2019 Budget vs Actual	Annual Budget	Remaining Budget
	2018	2019	2019	fav (unfav)	2019	2019
	1	2	3	4=3-2	5	6=5-2
ACTIVITY: ANIMAL CONTROL						
<b>REVENUE</b>						
PERMITS/LICENSES	(7,895)	(10,190)	(8,994)	1,196	(9,000)	1,190
	(7,895)	(10,190)	(8,994)	1,196	(9,000)	1,190
<b>EXPENSE</b>						
ADMINISTRATIVE EXPENSE	--	--	144	144	200	200
CONTRACTED SERVICES	8,731	5,626	10,745	5,119	15,300	9,674
	8,731	5,626	10,889	5,263	15,700	10,074
<b>NET OPERATING (REVENUE) EXPENSE</b>	836	(4,564)	1,895	6,459	6,700	11,264
<b>OTHER</b>						
	836	(4,564)	1,895	6,459	6,700	11,264

**NOTES**

No significant variances

**Town of Ingersoll**  
**9 Months Ended September 30, 2019**

DEPARTMENT: CLERKS	YTD Actual		YTD Budget	Variance YTD 2019 Budget vs Actual	Annual Budget	Remaining Budget
	2018	2019	2019	fav (unfav)	2019	2019
	1	2	3	4=3-2	5	6=5-2
ACTIVITY: PARKING						
<b>REVENUE</b>						
USER FEES	(12,473)	(18,370)	(9,775)	8,595	(14,300)	4,070
	(12,473)	(18,370)	(9,775)	8,595	(14,300)	4,070
<b>EXPENSE</b>						
CONTRACTED SERVICES	20,641	21,455	22,685	1,230	37,800	16,345
	20,641	21,455	22,685	1,230	37,800	16,345
<b>NET OPERATING (REVENUE) EXPENSE</b>	<b>8,168</b>	<b>3,085</b>	<b>12,910</b>	<b>9,825</b>	<b>23,500</b>	<b>20,415</b>
<b>OTHER</b>						
	--	--	--	--	--	--
	<u>8,168</u>	<u>3,085</u>	<u>12,910</u>	<u>9,825</u>	<u>23,500</u>	<u>20,415</u>

**NOTES**

No significant variances

**Town of Ingersoll**  
**9 Months Ended September 30, 2019**

DEPARTMENT: CLERKS	YTD Actual		YTD Budget	Variance YTD 2019 Budget vs Actual	Annual Budget	Remaining Budget
	2018	2019	2019	fav (unfav)	2019	2019
	1	2	3	4=3-2	5	6=5-2
ACTIVITY: PARATRANSIT						
<b>REVENUE</b>						
SALE OF GOODS OR SERVICES	(15,276)	(15,744)	(15,238)	506	(21,000)	(5,256)
	(15,276)	(15,744)	(15,238)	506	(21,000)	(5,256)
<b>EXPENSE</b>						
SALARIES, WAGES & BENEFITS	1,467	5,111	12,460	7,349	12,520	7,409
COMMUNICATIONS	599	716	1,007	291	1,400	684
CONTRACTED SERVICES	42,928	43,655	42,511	(1,144)	66,000	22,345
MARKETING & PROMOTION	356	395	208	(187)	500	105
	45,350	49,876	56,186	6,310	80,420	30,544
<b>NET OPERATING (REVENUE) EXPENSE</b>	30,074	34,132	40,948	6,816	59,420	25,288
	30,074	34,132	40,948	6,816	59,420	25,288

**NOTES**

No significant variances

**Town of Ingersoll**  
**9 Months Ended September 30, 2019**

DEPARTMENT: TREASURY		YTD Actual		YTD Budget	Variance YTD	Annual	Remaining
		2018	2019	2019	2019 Budget vs Actual	Budget	Budget
ACTIVITY:	INFORMATION TECHNOLOGY	1	2	3	4=3-2	5	6=5-2
		2018		2019	fav (unfav)	2019	2019
		1		2	4=3-2	5	6=5-2
<b>REVENUE</b>							
<b>EXPENSE</b>							
	SALARIES, WAGES & BENEFITS	118,905	116,863	123,773	6,910	175,020	58,157
	ADMINISTRATIVE EXPENSE	49	--	100	100	100	100
	OPERATING EXPENSE	21,794	23,256	22,305	(951)	25,550	2,294
	COMMUNICATIONS	2,503	2,321	2,259	(62)	4,200	1,879
	PROGRAM EXPENSES	171	171	175	4	175	4
	MEETINGS, CONFERENCES, TRAINING	8,061	1,513	8,517	7,004 (1)	8,900	7,387
	FUEL / TRANSPORTATION COSTS	628	682	623	(59)	1,100	418
	MARKETING & PROMOTION	58	--	100	100	100	100
	EQUIP REPAIRS & MAINTENANCE	2,458	2,643	2,734	91	3,000	357
	MAINTENANCE CONTRACTS	56,268	61,604	61,428	(176)	67,050	5,446
		<u>211,107</u>	<u>209,052</u>	<u>222,014</u>	<u>12,962</u>	<u>285,195</u>	<u>76,143</u>
	<b>NET OPERATING (REVENUE) EXPENSE</b>	<u>211,107</u>	<u>209,052</u>	<u>222,014</u>	<u>12,962</u>	<u>285,195</u>	<u>76,143</u>
<b>OTHER</b>							
	TRANSFER TO RESERVES & RES FUNDS	20,000	20,000	20,000	--	20,000	--
		<u>20,000</u>	<u>20,000</u>	<u>20,000</u>	<u>--</u>	<u>20,000</u>	<u>0</u>
		<u>231,107</u>	<u>229,052</u>	<u>242,014</u>	<u>12,962</u>	<u>305,195</u>	<u>76,143</u>

**NOTES**

(1) Variance is due to timing and will balance by year end



**Town of Ingersoll**  
**9 Months Ended September 30, 2019**

DEPARTMENT: TREASURY	YTD Actual		YTD Budget	Variance YTD		Annual	Remaining
	2018	2019	2019	2019 Budget vs Actual		Budget	Budget
	1	2	3	fav (unfav)		2019	2019
ACTIVITY: ADMINISTRATION				4=3-2		5	6=5-2
<b>REVENUE</b>							
SALE OF GOODS OR SERVICES	(12,205)	(13,950)	(10,821)	3,129		(14,500)	(550)
USER FEES	(11,291)	(17,242)	(11,007)	6,235		(18,500)	(1,258)
RECOVERIES	--	(947)	--	947		(4,200)	(3,253)
INTEREST / DIVIDENDS	(440,922)	(506,241)	(392,636)	113,605	(1)	(669,500)	(163,259)
GRANTS / SUBSIDIES / REBATES	--	(622,976)	--	622,976	(2)	--	622,976
	<u>(464,417)</u>	<u>(1,161,356)</u>	<u>(414,464)</u>	<u>746,892</u>		<u>(706,700)</u>	<u>454,656</u>
<b>EXPENSE</b>							
SALARIES, WAGES & BENEFITS	388,983	372,993	402,027	29,034	(3)	555,550	182,557
ADMINISTRATIVE EXPENSE	7,706	6,292	7,358	1,066		10,770	4,478
OPERATING EXPENSE	334	318	195	(123)		400	82
COMMUNICATIONS	221	186	278	92		420	234
INSURANCE EXPENSE	126,743	104,990	216,909	111,919	(3)	228,786	123,796
PROGRAM EXPENSES	2,903	2,720	2,750	30		2,750	30
MEETINGS, CONFERENCES, TRAINING	2,594	597	5,452	4,855	(3)	5,600	5,003
FUEL / TRANSPORTATION COSTS	447	169	511	342		650	481
PROFESSIONAL FEES	3,358	(247)	3,003	3,250		28,000	28,247
CONTRACTED SERVICES	7,200	4,035	1,722	(2,313)		28,100	24,065
MARKETING & PROMOTION	368	816	419	(397)		950	134
EQUIP REPAIRS & MAINTENANCE	--	254	--	(254)		250	(4)
TRANSFER TO BIA	--	--	--	--		78,000	78,000
TRANSFERS TO CEMETERY BOARD	100,000	50,000	68,591	18,591	(3)	91,359	41,359
	<u>640,856</u>	<u>543,124</u>	<u>709,215</u>	<u>166,091</u>		<u>1,031,585</u>	<u>488,461</u>
<b>NET OPERATING (REVENUE) EXPENSE</b>	<u>176,439</u>	<u>(618,232)</u>	<u>294,751</u>	<u>912,983</u>		<u>324,885</u>	<u>943,117</u>
<b>OTHER</b>							
OMPF - ONT MUN PARTNER GRANT	(247,875)	(214,877)	(185,907)	28,970	(3)	(247,875)	(32,998)
TRANSFER FROM RESERVES & RES FUNDS	--	--	--	--		(56,746)	(56,746)
TRANSFER TO RESERVES & RES FUNDS	150,000	150,000	150,000	--		150,000	--
DEBENTURE PAYMENT	454,048	403,602	407,934	4,332		796,430	392,828
	<u>356,173</u>	<u>338,725</u>	<u>372,027</u>	<u>33,302</u>		<u>641,809</u>	<u>303,084</u>
	<u>532,612</u>	<u>(279,507)</u>	<u>666,778</u>	<u>946,285</u>		<u>966,694</u>	<u>1,246,201</u>

**NOTES**

- (1) Higher than anticipated interest revenue due to higher bank balances and increases in interest.
- (2) Directly attributed to the one-time grant from the Province in an effort to help municipalities improve service deliveries and efficiencies.
- (3) Due to the timing of events.

**Town of Ingersoll**  
**9 Months Ended September 30, 2019**

DEPARTMENT: TREASURY	YTD Actual		YTD Budget	Variance YTD 2019 Budget vs Actual		Annual	Remaining
	2018	2019	2019	fav (unfav)		Budget	Budget
	1	2	3	4=3-2		2019	2019
ACTIVITY: TAXATION							
<b>REVENUE</b>							
TAXATION	(17,098,340)	(17,584,847)	(17,689,633)	(104,786)	(1)	(14,909,494)	2,675,353
	(17,098,340)	(17,584,847)	(17,689,633)	(104,786)		(14,909,494)	2,675,353
<b>EXPENSE</b>							
PROPERTY TAX REFUNDS & ADJUSTMENTS	218,168	62,429	232,696	170,267	(1)	630,000	567,571
	218,168	62,429	232,696	170,267		630,000	567,571
<b>NET OPERATING (REVENUE) EXPENSE</b>	(16,880,172)	(17,522,418)	(17,456,937)	65,481		(14,279,494)	3,242,924
<b>OTHER</b>							
	--	--	--	--		--	--
	(16,880,172)	(17,522,418)	(17,456,937)	65,481		(14,279,494)	3,242,924

**NOTES**

(1) Due to the timing of events, expected to balance by the end of the year.

**Town of Ingersoll**  
**9 Months Ended September 30, 2019**

DEPARTMENT: BUILDING	YTD Actual		YTD Budget	Variance YTD 2019 Budget vs Actual		Annual	Remaining
	2018	2019	2019	fav (unfav)		Budget	Budget
	1	2	3	4=3-2		2019	2019
ACTIVITY: INSPECTION						5	6=5-2
REVENUE							
PERMITS/LICENSES	(149,629)	(276,024)	(129,060)	146,964	(1)	(157,095)	118,929
USER FEES	(1,506)	(1,842)	(1,632)	210		(2,000)	(158)
	<u>(151,136)</u>	<u>(277,866)</u>	<u>(130,692)</u>	<u>147,174</u>		<u>(159,095)</u>	<u>118,771</u>
EXPENSE							
SALARIES, WAGES & BENEFITS	113,119	123,235	115,475	(7,760)	(2)	164,610	41,375
ADMINISTRATIVE EXPENSE	889	24	583	559		1,000	976
OPERATING EXPENSE	807	593	517	(76)		1,050	457
COMMUNICATIONS	196	327	201	(126)		300	(27)
PROGRAM EXPENSES	932	946	1,100	154		1,100	154
MEETINGS, CONFERENCES, TRAINING	3,269	6,487	7,908	1,421		8,650	2,163
FUEL / TRANSPORTATION COSTS	2,536	720	2,933	2,213		4,500	3,780
PROFESSIONAL FEES	389	3,642	427	(3,215)	(2)	1,000	(2,642)
CONTRACTED SERVICES	628	262	--	(262)		1,100	838
MARKETING & PROMOTION	724	176	223	47		375	199
	<u>123,489</u>	<u>136,412</u>	<u>129,367</u>	<u>(7,045)</u>		<u>183,685</u>	<u>47,273</u>
<b>NET OPERATING (REVENUE) EXPENSE</b>	<u>(27,647)</u>	<u>(141,454)</u>	<u>(1,325)</u>	<u>140,129</u>		<u>24,590</u>	<u>166,044</u>
OTHER							
	--	--	--	--		(24,590)	(24,590)
	<u>(27,647)</u>	<u>(141,454)</u>	<u>(1,325)</u>	<u>140,129</u>		<u>--</u>	<u>141,454</u>

**NOTES**

- (1) Higher than anticipated number of building permits.
- (2) Due to the timing of events.

**Town of Ingersoll**  
**9 Months Ended September 30, 2019**

DEPARTMENT: BUILDING	YTD Actual		YTD Budget	Variance YTD 2019 Budget vs Actual	Annual Budget	Remaining Budget
	2018	2019	2019	fav (unfav)	2019	2019
	1	2	3	4=3-2	5	6=5-2
ACTIVITY: PROPERTY STANDARDS						
REVENUE						
EXPENSE						
SALARIES, WAGES & BENEFITS	12,283	16,404	17,531	1,127	24,880	8,476
	12,283	16,415	17,531	1,116	25,180	8,765
NET OPERATING (REVENUE) EXPENSE	11,613	16,415	17,531	1,116	25,180	8,765
OTHER						
	--	--	--	--	--	--
	11,613	16,415	17,531	1,116	25,180	8,765

**NOTES**

No significant variances

**Town of Ingersoll**  
**9 Months Ended September 30, 2019**

DEPARTMENT: BUILDING	YTD Actual		YTD Budget	Variance YTD 2019 Budget vs Actual	Annual Budget	Remaining Budget
	2018	2019	2019	fav (unfav)	2019	2019
	1	2	3	4=3-2	5	6=5-2
ACTIVITY: TOWN CENTRE						
<b>REVENUE</b>						
COUNTY RECOVERY	(100,693)	(71,306)	(71,307)	(1)	(95,070)	(23,764)
	<u>(100,693)</u>	<u>(71,306)</u>	<u>(71,307)</u>	<u>(1)</u>	<u>(95,070)</u>	<u>(23,764)</u>
<b>EXPENSE</b>						
SALARIES, WAGES & BENEFITS	34,534	30,309	37,089	6,780	46,500	16,191
OPERATING EXPENSE	5,410	2,245	981	(1,264)	2,100	(145)
COMMUNICATIONS	1,132	1,274	1,234	(40)	1,698	424
UTILITIES - HYDRO	32,197	34,174	47,808	13,634	66,800	32,626
UTILITIES - NATURAL GAS	8,759	5,778	9,610	3,832	13,500	7,722
UTILITIES - WATER	6,002	6,119	8,357	2,238	11,500	5,381
MEETINGS, CONFERENCES, TRAINING	--	--	288	288	400	400
CONTRACTED SERVICES	2,839	11,570	4,745	(6,825)	21,200	9,630
REPAIRS & MAINTENANCE	645	810	615	(195)	820	10
LAND MAINTENANCE & IMPROVEMENT	11	--	10	10	650	650
EQUIP REPAIRS & MAINTENANCE	8,857	17,305	13,478	(3,827)	21,000	3,695
BLDG REPAIRS & MAINTENANCE	8,683	13,297	12,228	(1,069)	19,000	5,703
SNOW REMOVAL AND SANDING	848	1,374	933	(441)	1,200	(174)
MAINTENANCE CONTRACTS	16,476	6,566	8,909	2,343	9,580	3,014
	<u>126,394</u>	<u>130,820</u>	<u>146,285</u>	<u>15,465</u>	<u>215,948</u>	<u>85,128</u>
<b>NET OPERATING (REVENUE) EXPENSE</b>	<u>25,701</u>	<u>59,515</u>	<u>74,978</u>	<u>15,463</u>	<u>120,878</u>	<u>61,363</u>
<b>OTHER</b>						
TRANSFER TO RESERVES & RES FUNDS	60,000	100,000	100,000	--	100,000	--
	<u>60,000</u>	<u>100,000</u>	<u>100,000</u>	<u>--</u>	<u>100,000</u>	<u>0</u>
	<u>85,701</u>	<u>159,515</u>	<u>174,978</u>	<u>15,463</u>	<u>220,878</u>	<u>61,363</u>

**NOTES**

No significant variances

**Town of Ingersoll**  
**9 Months Ended September 30, 2019**

DEPARTMENT: BUILDING	YTD Actual		YTD Budget	Variance YTD	Annual Budget	Remaining Budget
	2018	2019	2019	2019 Budget vs Actual	2019	2019
	1	2	3	4=3-2	5	6=5-2
ACTIVITY: PUBLIC BUILDINGS - OTHER						
<b>REVENUE</b>						
RENT / LEASES	(14,921)	(9,889)	(13,400)	(3,511)	(13,400)	(3,511)
	(14,921)	(9,889)	(13,400)	(3,511)	(13,400)	(3,511)
<b>EXPENSE</b>						
SALARIES, WAGES & BENEFITS	6,306	1,078	--	(1,078)	--	(1,078)
UTILITIES - HYDRO	3,622	265	388	123	500	235
UTILITIES - NATURAL GAS	3,341	35	--	(35)	--	(35)
UTILITIES - WATER	918	237	451	214	500	263
BLDG REPAIRS & MAINTENANCE	2,452	457	216	(241)	300	(157)
SNOW REMOVAL AND SANDING	1,681	1,374	1,012	(362)	1,300	(74)
	26,939	3,446	2,067	(1,379)	2,600	(846)
<b>NET OPERATING (REVENUE) EXPENSE</b>	12,018	(6,443)	(11,333)	(4,890)	(10,800)	(4,357)
<b>OTHER</b>						
	25,000	--	--	--	0	0
	37,018	(6,443)	(11,333)	(4,890)	(10,800)	(4,357)

**NOTES**

No significant variances

**Town of Ingersoll**  
**9 Months Ended September 30, 2019**

DEPARTMENT: FIRE	YTD Actual		YTD Budget	Variance YTD 2019 Budget vs Actual	Annual Budget	Remaining Budget
	2018	2019	2019	fav (unfav)	2019	2019
	1	2	3	4=3-2	5	6=5-2
ACTIVITY: ADMINISTRATION						
<b>REVENUE</b>						
SALE OF GOODS OR SERVICES	(18,751)	(200)	(1,048)	(848)	(20,050)	(19,850)
USER FEES	(1,670)	(1,695)	(1,988)	(293)	(4,000)	(2,305)
	<u>(22,986)</u>	<u>(1,895)</u>	<u>(3,036)</u>	<u>(1,141)</u>	<u>(26,550)</u>	<u>(24,655)</u>
<b>EXPENSE</b>						
SALARIES, WAGES & BENEFITS	451,079	448,912	464,449	15,537	724,820	275,908
ADMINISTRATIVE EXPENSE	795	455	801	346	1,758	1,303
OPERATING EXPENSE	42,573	34,653	43,421	8,768	48,700	14,047
COMMUNICATIONS	25,922	24,342	24,263	(79)	48,020	23,678
UTILITIES - HYDRO	9,062	7,819	14,963	7,144	18,950	11,131
UTILITIES - NATURAL GAS	2,336	2,115	2,269	154	3,200	1,085
UTILITIES - WATER	1,608	1,618	2,153	535	2,900	1,282
PROGRAM EXPENSES	664	544	905	361	905	361
MEETINGS, CONFERENCES, TRAINING	5,532	7,204	6,352	(852)	10,000	2,796
FUEL / TRANSPORTATION COSTS	5,380	4,139	5,263	1,124	7,000	2,861
MARKETING & PROMOTION	1,397	2,481	3,047	566	6,535	4,054
EQUIP REPAIRS & MAINTENANCE	9,820	19,623	19,000	(623)	19,000	(623)
	<u>556,656</u>	<u>554,158</u>	<u>587,640</u>	<u>33,482</u>	<u>893,348</u>	<u>339,190</u>
<b>NET OPERATING (REVENUE) EXPENSE</b>	<u>533,670</u>	<u>552,263</u>	<u>584,604</u>	<u>32,341</u>	<u>866,798</u>	<u>314,535</u>
<b>OTHER</b>						
	<u>199,000</u>	<u>203,000</u>	<u>203,000</u>	<u>--</u>	<u>203,000</u>	<u>0</u>
	<u><u>732,670</u></u>	<u><u>755,263</u></u>	<u><u>787,604</u></u>	<u><u>32,341</u></u>	<u><u>1,069,798</u></u>	<u><u>314,535</u></u>

**NOTES**

No significant variances

**Town of Ingersoll**  
**9 Months Ended September 30, 2019**

DEPARTMENT: FIRE		YTD Actual		YTD Budget	Variance YTD 2019 Budget vs Actual	Annual Budget	Remaining Budget
		2018	2019	2019	fav (unfav)	2019	2019
ACTIVITY:	FACILITY	1	2	3	4=3-2	5	6=5-2
<b>REVENUE</b>							
<b>EXPENSE</b>							
	SALARIES, WAGES & BENEFITS	47,168	33,680	71,691	38,011 (1)	75,970	42,290
	OPERATING EXPENSE	2,764	3,116	3,259	143	4,150	1,034
	LAND MAINTENANCE & IMPROVEMENT	--	--	36	36	50	50
	BLDG REPAIRS & MAINTENANCE	3,896	4,686	5,105	419	6,250	1,564
	MAINTENANCE CONTRACTS	1,150	1,390	3,090	1,700	4,020	2,630
		<u>55,248</u>	<u>42,871</u>	<u>83,573</u>	<u>40,702</u>	<u>90,940</u>	<u>48,069</u>
	<b>NET OPERATING (REVENUE) EXPENSE</b>	<u>55,248</u>	<u>42,871</u>	<u>83,573</u>	<u>40,702</u>	<u>18,188</u>	<u>(24,683)</u>
<b>OTHER</b>							
		<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>
		<u>55,248</u>	<u>42,871</u>	<u>83,573</u>	<u>40,702</u>	<u>18,188</u>	<u>(24,683)</u>

**NOTES**

(1) Mainly due to a gap in staffing for the full time custodian/maintenance position.



**Town of Ingersoll**  
**9 Months Ended September 30, 2019**

DEPARTMENT: POLICE	YTD Actual		YTD Budget	Variance YTD 2019 Budget vs Actual	Annual Budget	Remaining Budget
	2018	2019	2019	fav (unfav)	2019	2019
	1	2	3	4=3-2	5	6=5-2
ACTIVITY: ADMINISTRATION						
<b>REVENUE</b>						
SALE OF GOODS OR SERVICES	(11,520)	(10,435)	(8,654)	1,781	(11,800)	(1,365)
USER FEES	(3,593)	(2,708)	(2,404)	304	(3,000)	(292)
GRANTS / SUBSIDIES / REBATES	(27,117)	(38,411)	(20,912)	17,499	(23,694)	14,717
	<u>(42,230)</u>	<u>(51,555)</u>	<u>(31,970)</u>	<u>19,585</u>	<u>(38,494)</u>	<u>13,061</u>
<b>EXPENSE</b>						
SALARIES, WAGES & BENEFITS	47,791	44,739	49,998	5,259	75,810	31,071
ADMINISTRATIVE EXPENSE	--	--	72	72	100	100
OPERATING EXPENSE	329	554	878	324	1,300	746
COMMUNICATIONS	351	504	398	(106)	745	241
PROGRAM EXPENSES	5,919	9,699	10,040	341	10,040	341
MEETINGS, CONFERENCES, TRAINING	2,820	1,158	5,488	4,330	5,600	4,442
FUEL / TRANSPORTATION COSTS	404	385	632	247	800	415
MARKETING & PROMOTION	264	--	676	676	2,300	2,300
	<u>57,877</u>	<u>57,039</u>	<u>68,382</u>	<u>11,343</u>	<u>97,095</u>	<u>40,056</u>
<b>NET OPERATING (REVENUE) EXPENSE</b>	<u>15,647</u>	<u>5,485</u>	<u>36,412</u>	<u>30,927</u>	<u>58,601</u>	<u>53,116</u>
<b>OTHER</b>						
O.P.P. CONTRACT	1,754,317	1,601,668	1,804,264	202,596	2,406,319	804,651
	<u>1,754,317</u>	<u>1,601,668</u>	<u>1,804,264</u>	<u>202,596</u>	<u>2,406,319</u>	<u>804,651</u>
	<u>1,769,964</u>	<u>1,607,152</u>	<u>1,840,676</u>	<u>233,524</u>	<u>2,464,920</u>	<u>857,768</u>

**NOTES**

(1) The Ministry of Community Safety and Correctional Services extended the 1000 Officers and CPP grants into 2020. These grants were excluded from the budget.

**Town of Ingersoll**  
**9 Months Ended September 30, 2019**

DEPARTMENT: POLICE	ACTIVITY:	FACILITY	YTD Actual		YTD Budget	Variance YTD	Annual Budget	Remaining Budget
			2018	2019	2019	2019 Budget vs Actual	2019	2019
			1	2	3	4=3-2 fav (unfav)	5	6=5-2
<b>REVENUE</b>								
	RENT / LEASES		(79,888)	(81,023)	(79,030)	1,993	(105,000)	(23,977)
			(79,888)	(81,023)	(79,030)	1,993	(32,248)	48,775
<b>EXPENSE</b>								
	UTILITIES - HYDRO		10,977	11,537	17,316	5,780	22,000	10,464
	UTILITIES - NATURAL GAS		1,415	857	1,338	481	1,750	893
	UTILITIES - WATER		2,144	1,994	2,469	475	3,400	1,406
	BLDG REPAIRS & MAINTENANCE		3,772	9,741	5,184	(4,557) (1)	7,250	(2,491)
	MAINTENANCE CONTRACTS		240	505	500	(5)	500	(5)
			18,548	24,634	26,807	2,173	35,550	10,916
	<b>NET OPERATING (REVENUE) EXPENSE</b>		(61,340)	(56,389)	(52,223)	4,166	3,302	59,691
<b>OTHER</b>								
			10,000	10,000	10,000	--	10,000	0
			(51,340)	(46,389)	(42,223)	4,166	13,302	59,691

**NOTES**

(1) Directly attributed to the inspection of the building for asbestos which was a requirement for OPP lease renewal. Annual building repair and maintenance budget has been spent. Unfavourable variance is projected to the end of the year.

**Town of Ingersoll**  
**9 Months Ended September 30, 2019**

DEPARTMENT: ENGINEERING	YTD Actual		YTD Budget	Variance YTD 2019 Budget vs Actual	Annual Budget	Remaining Budget
	2018	2019	2019	fav (unfav)	2019	2019
	1	2	3	4=3-2	5	6=5-2
ACTIVITY: ADMINISTRATION						
<b>REVENUE</b>						
PERMITS/LICENSES	(200)	(750)	(38)	712	(200)	550
RECOVERIES	(75,805)	(86,619)	(60,322)	26,297	(67,200)	19,419
	<u>(79,395)</u>	<u>(90,053)</u>	<u>(61,438)</u>	<u>28,615</u>	<u>(68,900)</u>	<u>21,153</u>
<b>EXPENSE</b>						
SALARIES, WAGES & BENEFITS	251,113	257,479	260,432	2,953	380,670	123,191
ADMINISTRATIVE EXPENSE	9,076	8,402	7,280	(1,122)	8,850	448
OPERATING EXPENSE	2,640	3,400	5,711	2,311	7,320	3,920
COMMUNICATIONS	6,431	4,295	7,619	3,324	11,000	6,705
PROGRAM EXPENSES	1,087	1,620	2,727	1,107	2,855	1,235
MEETINGS, CONFERENCES, TRAINING	2,136	6,443	3,809	(2,634)	19,520	13,077
FUEL / TRANSPORTATION COSTS	1,936	1,551	1,978	427	3,100	1,549
CONTRACTED SERVICES	575	813	1,627	814	2,500	1,687
EQUIPMENT USAGE	407	211	71	(140)	200	(11)
	<u>297,624</u>	<u>293,416</u>	<u>307,745</u>	<u>14,329</u>	<u>480,015</u>	<u>186,599</u>
<b>NET OPERATING (REVENUE) EXPENSE</b>	<u>218,230</u>	<u>203,363</u>	<u>246,307</u>	<u>42,944</u>	<u>411,115</u>	<u>207,752</u>
<b>OTHER</b>						
	<u>1,500,000</u>	<u>1,750,000</u>	<u>1,750,000</u>	<u>--</u>	<u>1,750,000</u>	<u>0</u>
	<u><u>1,718,230</u></u>	<u><u>1,953,363</u></u>	<u><u>1,996,307</u></u>	<u><u>42,944</u></u>	<u><u>2,161,115</u></u>	<u><u>207,752</u></u>

**NOTES**

(1) Higher than anticipated recoveries from the County for engineering services as a result of higher than expected construction volume.

**Town of Ingersoll**  
**9 Months Ended September 30, 2019**

DEPARTMENT: ENGINEERING	YTD Actual		YTD Budget	Variance YTD 2019 Budget vs Actual	Annual Budget	Remaining Budget
	2018	2019	2019	fav (unfav)	2019	2019
	1	2	3	4=3-2	5	6=5-2
ACTIVITY: EQUIPMENT						
REVENUE						
EXPENSE						
EQUIP REPAIRS & MAINTENANCE	(4,533)	(5,521)	(5,113)	408	(7,000)	(1,479)
	(4,533)	(5,521)	(5,113)	408	(7,000)	(1,479)
NET OPERATING (REVENUE) EXPENSE	(4,533)	(5,521)	(5,113)	408	(7,000)	(1,479)
OTHER						
	7,000	--	3,500	3,500	7,000	7,000
	2,467	(5,521)	(1,613)	3,908	--	5,521

**NOTES**

No significant variances

**Town of Ingersoll**  
**9 Months Ended September 30, 2019**

DEPARTMENT: ENGINEERING	YTD Actual		YTD Budget	Variance YTD 2019 Budget vs Actual		Annual	Remaining
	2018	2019	2019	fav (unfav)		Budget	Budget
	1	2	3	4=3-2		2019	2019
ACTIVITY: STREET LIGHTING							
						5	6=5-2
REVENUE							
EXPENSE							
UTILITIES - HYDRO	151,743	125,893	192,852	66,959	(1)	275,000	149,107
EQUIP REPAIRS & MAINTENANCE	15,275	11,595	8,131	(3,464)		15,000	3,405
	<u>167,019</u>	<u>137,487</u>	<u>200,983</u>	<u>63,496</u>		<u>290,000</u>	<u>152,513</u>
<b>NET OPERATING (REVENUE) EXPENSE</b>	<u>167,019</u>	<u>137,487</u>	<u>200,983</u>	<u>63,496</u>		<u>290,000</u>	<u>152,513</u>
<b>OTHER</b>							
	<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>		<u>--</u>	<u>--</u>
	<u>167,019</u>	<u>137,487</u>	<u>200,983</u>	<u>63,496</u>		<u>290,000</u>	<u>152,513</u>

**NOTES**

(1) Timing variance

**Town of Ingersoll**  
**9 Months Ended September 30, 2019**

DEPARTMENT: ENGINEERING	YTD Actual		YTD Budget	Variance YTD 2019 Budget vs Actual	Annual Budget	Remaining Budget
	2018	2019	2019	fav (unfav)	2019	2019
	1	2	3	4=3-2	5	6=5-2
ACTIVITY: TRAFFIC SIGNALS						
REVENUE						
EXPENSE						
UTILITIES - HYDRO	2,261	2,146	3,902	1,756	5,000	2,854
EQUIP REPAIRS & MAINTENANCE	3,730	6,105	6,458	353	10,200	4,095
	<u>5,991</u>	<u>8,251</u>	<u>10,360</u>	<u>2,109</u>	<u>15,200</u>	<u>6,949</u>
NET OPERATING (REVENUE) EXPENSE	<u>5,991</u>	<u>8,251</u>	<u>10,360</u>	<u>2,109</u>	<u>15,200</u>	<u>6,949</u>
OTHER						
	<u>    --</u>	<u>    --</u>	<u>    --</u>	<u>    --</u>	<u>    --</u>	<u>    --</u>
	<u>5,991</u>	<u>8,251</u>	<u>10,360</u>	<u>2,109</u>	<u>15,200</u>	<u>6,949</u>

**NOTES**

No significant variances

**Town of Ingersoll**  
**9 Months Ended September 30, 2019**

DEPARTMENT: PUBLIC WORKS		YTD Actual		YTD Budget	Variance YTD 2019 Budget vs Actual fav (unfav)	Annual	Remaining
		2018	2019	2019		Budget	Budget
ACTIVITY:	ADMINISTRATION & EQUIPMENT	1	2	3	4=3-2	2019	2019
		-----		-----	-----	5	6=5-2
		-----		-----	-----	-----	-----
<b>REVENUE</b>							
	SALE OF GOODS OR SERVICES	(1,632)	(442)	(1,137)	(695)	(1,500)	(1,058)
	PERMITS/LICENSES	(10,800)	(13,050)	(7,970)	5,080	(10,000)	3,050
	RECOVERIES	(15,883)	(16,634)	(17,350)	(716)	(21,000)	(4,366)
	COUNTY RECOVERY	(90,869)	(95,423)	(94,126)	1,297	(180,000)	(84,577)
		<u>(119,185)</u>	<u>(125,550)</u>	<u>(120,583)</u>	<u>4,967</u>	<u>(212,800)</u>	<u>(87,250)</u>
<b>EXPENSE</b>							
	SALARIES, WAGES & BENEFITS	313,499	333,999	329,871	(4,128)	461,010	127,011
	ADMINISTRATIVE EXPENSE	1,096	1,036	821	(215)	1,375	339
	OPERATING EXPENSE	9,585	8,783	11,570	2,787	17,450	8,667
	COMMUNICATIONS	2,084	529	1,654	1,125	2,040	1,511
	PROGRAM EXPENSES	660	1,005	1,261	256	1,528	523
	MEETINGS, CONFERENCES, TRAINING	11,218	7,746	6,008	(1,738)	8,125	379
	FUEL / TRANSPORTATION COSTS	44,226	43,584	44,912	1,328	65,075	21,491
	MARKETING & PROMOTION	114	163	100	(63)	300	137
	EQUIPMENT USAGE	(183,638)	(238,348)	(303,990)	(65,642)	(266,430)	(28,082)
		<u>198,844</u>	<u>158,496</u>	<u>92,207</u>	<u>(66,289)</u>	<u>290,473</u>	<u>131,977</u>
	<b>NET OPERATING (REVENUE) EXPENSE</b>	<u>79,659</u>	<u>32,947</u>	<u>(28,376)</u>	<u>(61,323)</u>	<u>77,673</u>	<u>44,726</u>
<b>OTHER</b>							
		<u>207,223</u>	<u>219,280</u>	<u>219,280</u>	<u>0</u>	<u>224,280</u>	<u>5,000</u>
		<u>286,882</u>	<u>252,227</u>	<u>190,904</u>	<u>(61,323)</u>	<u>301,953</u>	<u>49,726</u>

**NOTES**

(1) Due to the timing of events, will balance at year end.

**Town of Ingersoll**  
**9 Months Ended September 30, 2019**

DEPARTMENT: PUBLIC WORKS		YTD Actual		YTD Budget	Variance YTD 2019 Budget vs Actual	Annual Budget	Remaining Budget
		2018	2019	2019	fav (unfav)	2019	2019
ACTIVITY:	FACILITY	1	2	3	4=3-2	5	6=5-2
<b>REVENUE</b>							
<b>EXPENSE</b>							
	SALARIES, WAGES & BENEFITS	3,017	6,034	5,119	(915)	9,410	3,376
	OPERATING EXPENSE	711	509	639	130	850	341
	COMMUNICATIONS	1,962	4,388	2,048	(2,340)	7,209	2,821
	UTILITIES - HYDRO	4,526	4,890	8,729	3,839	11,000	6,110
	UTILITIES - NATURAL GAS	6,344	4,430	5,907	1,477	7,900	3,470
	UTILITIES - WATER	1,077	1,046	1,394	348	1,800	754
	REPAIRS & MAINTENANCE	--	--	432	432	597	597
	BLDG REPAIRS & MAINTENANCE	5,550	13,453	3,931	(9,522)	9,000	(4,453)
	MAINTENANCE CONTRACTS	6,595	5,333	7,373	2,040	11,410	6,077
		<u>29,781</u>	<u>40,083</u>	<u>35,572</u>	<u>(4,511)</u>	<u>59,176</u>	<u>19,093</u>
<b>NET OPERATING (REVENUE) EXPENSE</b>		<u>29,781</u>	<u>40,083</u>	<u>35,572</u>	<u>(4,511)</u>	<u>59,176</u>	<u>19,093</u>
<b>OTHER</b>							
		<u>--</u>	<u>--</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
		<u>29,781</u>	<u>40,083</u>	<u>35,572</u>	<u>(4,511)</u>	<u>59,176</u>	<u>19,093</u>

**NOTES**

(1) Directly attributed to unanticipated repair of two heaters at the shop. Annual building repair and maintenance budget has been spent. Unfavourable variance is projected to the end of the year



**Town of Ingersoll**  
**9 Months Ended September 30, 2019**

DEPARTMENT: PUBLIC WORKS	YTD Actual		YTD Budget	Variance YTD 2019 Budget vs Actual	Annual Budget	Remaining Budget
	2018	2019	2019	fav (unfav)	2019	2019
	1	2	3	4=3-2	5	6=5-2
ACTIVITY: BRIDGES & CULVERTS						
<b>REVENUE</b>						
<b>EXPENSE</b>						
SALARIES, WAGES & BENEFITS	2,896	5,347	4,354	(993)	9,890	4,543
EQUIPMENT USAGE	723	1,985	646	(1,339)	750	(1,235)
	<u>4,322</u>	<u>7,400</u>	<u>5,977</u>	<u>(1,423)</u>	<u>11,640</u>	<u>4,240</u>
<b>NET OPERATING (REVENUE) EXPENSE</b>	<u>4,322</u>	<u>7,400</u>	<u>5,977</u>	<u>(1,423)</u>	<u>11,640</u>	<u>4,240</u>
<b>OTHER</b>						
	<u>--</u>	<u>--</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>4,322</u>	<u>7,400</u>	<u>5,977</u>	<u>(1,423)</u>	<u>11,640</u>	<u>4,240</u>

**NOTES**

No significant variances

**Town of Ingersoll**  
**9 Months Ended September 30, 2019**

DEPARTMENT: PUBLIC WORKS	YTD Actual		YTD Budget	Variance YTD 2019 Budget vs Actual	Annual Budget	Remaining Budget
	2018	2019	2019	fav (unfav)	2019	2019
	1	2	3	4=3-2	5	6=5-2
ACTIVITY: ROADSIDE MAINTENANCE						
<b>REVENUE</b>						
<b>EXPENSE</b>						
SALARIES, WAGES & BENEFITS	87,403	83,459	85,024	1,565	116,520	33,061
MATERIALS - PUBLIC WORKS	48,092	31,615	41,134	9,519	72,700	41,085
EQUIPMENT USAGE	57,628	41,395	64,314	22,919	76,500	35,105
	<u>193,123</u>	<u>156,469</u>	<u>190,472</u>	<u>34,003</u>	<u>265,720</u>	<u>109,251</u>
<b>NET OPERATING (REVENUE) EXPENSE</b>	<u>193,123</u>	<u>156,469</u>	<u>190,472</u>	<u>34,003</u>	<u>265,720</u>	<u>109,251</u>
<b>OTHER</b>						
	<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>
	<u>193,123</u>	<u>156,469</u>	<u>190,472</u>	<u>34,003</u>	<u>265,720</u>	<u>109,251</u>

(1)

**NOTES**

(1) Timing variance

**Town of Ingersoll**  
**9 Months Ended September 30, 2019**

DEPARTMENT: PUBLIC WORKS	YTD Actual		YTD Budget	Variance YTD 2019 Budget vs Actual	Annual Budget	Remaining Budget
	2018	2019	2019	fav (unfav)	2019	2019
	1	2	3	4=3-2	5	6=5-2
ACTIVITY: SURFACE MAINTENANCE						
<b>REVENUE</b>						
<b>EXPENSE</b>						
SALARIES, WAGES & BENEFITS	79,394	76,048	84,021	7,973	121,270	45,222
MATERIALS - PUBLIC WORKS	19,175	40,092	39,142	(950)	102,200	62,108
EQUIPMENT USAGE	30,582	45,429	47,727	2,298	63,750	18,321
	<u>129,151</u>	<u>161,570</u>	<u>170,890</u>	<u>9,320</u>	<u>287,220</u>	<u>125,650</u>
<b>NET OPERATING (REVENUE) EXPENSE</b>	<u>129,151</u>	<u>161,570</u>	<u>170,890</u>	<u>9,320</u>	<u>287,220</u>	<u>125,650</u>
<b>OTHER</b>						
	<u>--</u>	<u>--</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>129,151</u>	<u>161,570</u>	<u>170,890</u>	<u>9,320</u>	<u>287,220</u>	<u>125,650</u>

**NOTES**

No significant variances

**Town of Ingersoll**  
**9 Months Ended September 30, 2019**

DEPARTMENT: PUBLIC WORKS	YTD Actual		YTD Budget	Variance YTD 2019 Budget vs Actual	Annual Budget	Remaining Budget
	2018	2019	2019	fav (unfav)	2019	2019
	1	2	3	4=3-2	5	6=5-2
ACTIVITY: ROADS, SIDEWALKS & PARKING LOTS						
<b>REVENUE</b>						
<b>EXPENSE</b>						
SALARIES, WAGES & BENEFITS	83,255	83,651	74,648	(9,003)	106,900	23,249
UTILITIES - HYDRO	426	843	563	(280)	750	(93)
SNOW REMOVAL AND SANDING	19,731	19,177	15,373	(3,804)	19,000	(177)
MATERIALS - PUBLIC WORKS	47,348	57,827	64,384	6,557	113,260	55,433
EQUIPMENT USAGE	17,684	18,988	19,671	683	23,370	4,382
	<u>168,444</u>	<u>180,485</u>	<u>174,639</u>	<u>(5,846)</u>	<u>263,280</u>	<u>82,795</u>
<b>NET OPERATING (REVENUE) EXPENSE</b>	<u>168,444</u>	<u>180,485</u>	<u>174,639</u>	<u>(5,846)</u>	<u>263,280</u>	<u>82,795</u>
<b>OTHER</b>						
	<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>
	<u>168,444</u>	<u>180,485</u>	<u>174,639</u>	<u>(5,846)</u>	<u>263,280</u>	<u>82,795</u>

**NOTES**

(1) Above average snow events and a longer winter caused an increase in snow removal and sanding in parking lots. The Town also changed sidewalk plowing contractors that resulted in higher cost per hour compare to the previous contractor. Annual snow removal budget has been utilized. Unfavourable variance is projected to the end of the year.

**Town of Ingersoll**  
**9 Months Ended September 30, 2019**

DEPARTMENT: PUBLIC WORKS	YTD Actual		YTD Budget	Variance YTD 2019 Budget vs Actual	Annual Budget	Remaining Budget
	2018	2019	2019	fav (unfav)	2019	2019
	1	2	3	4=3-2	5	6=5-2
ACTIVITY: WINTER CONTROL						
<b>REVENUE</b>						
<b>EXPENSE</b>						
SALARIES, WAGES & BENEFITS	114,682	98,094	137,236	39,142	175,180	77,086
CONTRACTED SERVICES	24,654	29,307	30,000	693	30,000	693
MATERIALS - PUBLIC WORKS	96,769	103,697	87,530	(16,167)	127,900	24,203
EQUIPMENT USAGE	88,033	143,183	119,689	(23,494)	146,560	3,377
	<u>324,138</u>	<u>374,281</u>	<u>374,455</u>	<u>174</u>	<u>479,640</u>	<u>105,359</u>
<b>NET OPERATING (REVENUE) EXPENSE</b>	<u>324,138</u>	<u>374,281</u>	<u>374,455</u>	<u>174</u>	<u>479,640</u>	<u>105,359</u>
<b>OTHER</b>						
	<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>
	<u>324,138</u>	<u>374,281</u>	<u>374,455</u>	<u>174</u>	<u>479,640</u>	<u>105,359</u>

**NOTES**

Snow removal expenses are trending over budget. Staff will continue monitor and advise whether a transfer is required from the Winter Control Reserve to offset overages.

**Town of Ingersoll**  
**9 Months Ended September 30, 2019**

DEPARTMENT: PUBLIC WORKS	YTD Actual		YTD Budget	Variance YTD 2019 Budget vs Actual	Annual Budget	Remaining Budget
	2018	2019	2019	fav (unfav)	2019	2019
	1	2	3	4=3-2	5	6=5-2
ACTIVITY: ENVIRONMENTAL SERVICES						
<b>REVENUE</b>						
SALE OF GOODS OR SERVICES	(6,329)	(5,921)	(5,432)	489	(7,180)	(1,259)
	(10,980)	(16,728)	(10,421)	6,307	(35,858)	(19,130)
<b>EXPENSE</b>						
SALARIES, WAGES & BENEFITS	40,557	37,154	35,676	(1,478)	97,841	60,687
OPERATING EXPENSE	2,720	950	997	47	2,500	1,550
MATERIALS - PUBLIC WORKS	4,020	2,266	4,311	2,045	5,100	2,834
EQUIPMENT USAGE	9,113	15,424	9,300	(6,124)	45,500	30,076
	56,410	57,734	50,784	(6,950)	151,441	93,707
<b>NET OPERATING (REVENUE) EXPENSE</b>	45,429	41,006	40,363	(643)	115,583	74,577
<b>OTHER</b>						
	--	--	--	--	(2,601)	(2,601)
	45,429	41,006	40,363	(643)	112,982	71,976

**NOTES**

No significant variances

**Town of Ingersoll**  
**9 Months Ended September 30, 2019**

DEPARTMENT: PARKS AND ARENA	YTD Actual		YTD Budget	Variance YTD 2019 Budget vs Actual	Annual Budget	Remaining Budget
	2018	2019	2019	fav (unfav)	2019	2019
	1	2	3	4=3-2	5	6=5-2
ACTIVITY: ADMINISTRATION						
<b>REVENUE</b>						
<b>EXPENSE</b>						
SALARIES, WAGES & BENEFITS	89,347	85,416	88,943	3,527	126,620	41,204
ADMINISTRATIVE EXPENSE	148	108	54	(54)	75	(33)
OPERATING EXPENSE	168	553	223	(330)	300	(253)
COMMUNICATIONS	248	1,193	1,651	458	2,475	1,282
PROGRAM EXPENSES	11,278	6,761	10,938	4,177	12,000	5,239
MEETINGS, CONFERENCES, TRAINING	1,525	377	1,461	1,084	2,000	1,623
PROFESSIONAL FEES	--	5,789	720	(5,069)	1,000	(4,789)
MARKETING & PROMOTION	2,353	288	2,915	2,627	5,000	4,712
EQUIP REPAIRS & MAINTENANCE	--	--	72	72	100	100
	<u>105,124</u>	<u>99,727</u>	<u>108,227</u>	<u>8,500</u>	<u>150,820</u>	<u>51,093</u>
<b>NET OPERATING (REVENUE) EXPENSE</b>	<u>100,376</u>	<u>92,333</u>	<u>108,227</u>	<u>15,894</u>	<u>150,820</u>	<u>58,487</u>
<b>OTHER</b>						
	<u>5,567</u>	<u>10,000</u>	<u>10,000</u>	<u>--</u>	<u>10,000</u>	<u>0</u>
	<u>105,944</u>	<u>102,333</u>	<u>118,227</u>	<u>15,894</u>	<u>160,820</u>	<u>58,487</u>

**NOTES**

(1) Legal fees are trending over budget. Unfavourable variance is expected to the end of the year.

**Town of Ingersoll**  
**9 Months Ended September 30, 2019**

DEPARTMENT: PARKS AND ARENA		YTD Actual		YTD Budget	Variance YTD 2019 Budget vs Actual	Annual Budget	Remaining Budget
		2018	2019	2019	fav (unfav)	2019	2019
ACTIVITY:	ARENA	1	2	3	4=3-2	5	6=5-2
<b>REVENUE</b>							
SALE OF GOODS OR SERVICES		(3,053)	(1,607)	(909)	698	(6,700)	(5,093)
ICE RENTAL		(98,366)	(103,876)	(103,578)	298	(244,965)	(141,089)
RENT / LEASES		(6,133)	(10,249)	(4,683)	5,566	(5,900)	4,349
USER FEES		(4,488)	(7,485)	(4,011)	3,474	(8,070)	(585)
		<u>(112,041)</u>	<u>(123,217)</u>	<u>(113,181)</u>	<u>10,036</u>	<u>(265,635)</u>	<u>(142,418)</u>
<b>EXPENSE</b>							
SALARIES, WAGES & BENEFITS		145,833	144,448	138,671	(5,777)	211,790	67,342
ADMINISTRATIVE EXPENSE		187	45	189	144	350	305
OPERATING EXPENSE		3,574	2,520	4,532	2,012	7,131	4,611
COMMUNICATIONS		2,670	2,506	2,091	(415)	3,140	634
UTILITIES - HYDRO		42,169	34,379	56,785	22,406	85,000	50,621
UTILITIES - NATURAL GAS		9,404	7,759	7,855	96	12,000	4,241
UTILITIES - WATER		5,873	4,748	6,124	1,376	12,000	7,252
SUPPLIES		(164)	239	100	(139)	400	161
MEETINGS, CONFERENCES, TRAINING		1,031	4,044	4,649	605	6,950	2,906
FUEL / TRANSPORTATION COSTS		1,686	1,094	2,013	919	2,900	1,806
REPAIRS & MAINTENANCE		362	908	156	(752)	300	(608)
EQUIP REPAIRS & MAINTENANCE		25,575	28,267	23,831	(4,436)	31,295	3,028
BLDG REPAIRS & MAINTENANCE		10,420	8,473	12,404	3,931	23,000	14,527
SNOW REMOVAL AND SANDING		5,775	3,051	5,321	2,270	5,900	2,849
MAINTENANCE CONTRACTS		10,297	10,066	10,086	20	15,595	5,529
		<u>264,737</u>	<u>252,547</u>	<u>274,807</u>	<u>22,260</u>	<u>417,751</u>	<u>165,204</u>
<b>NET OPERATING (REVENUE) EXPENSE</b>		<u>152,695</u>	<u>129,330</u>	<u>161,626</u>	<u>32,296</u>	<u>152,116</u>	<u>22,786</u>
<b>OTHER</b>							
TRANSFER TO RESERVES & RES FUNDS		279,210	279,210	279,210	--	279,210	--
		<u>279,210</u>	<u>279,210</u>	<u>279,210</u>	<u>--</u>	<u>279,210</u>	<u>0</u>
		<u>431,905</u>	<u>408,540</u>	<u>440,836</u>	<u>32,296</u>	<u>431,326</u>	<u>22,786</u>

**NOTES**

Variations are due to timing and will balance at year end



**Town of Ingersoll**  
**9 Months Ended September 30, 2019**

DEPARTMENT: PARKS AND ARENA		YTD Actual		YTD Budget	Variance YTD 2019 Budget vs Actual	Annual Budget	Remaining Budget
		2018	2019	2019	fav (unfav)	2019	2019
ACTIVITY:	PARKS	1	2	3	4=3-2	5	6=5-2
<b>REVENUE</b>							
	USER FEES	(28,279)	(28,189)	(26,295)	1,894	(27,000)	1,189
		(39,421)	(28,189)	(26,295)	1,894	(35,200)	(7,011)
<b>EXPENSE</b>							
	SALARIES, WAGES & BENEFITS	257,896	330,651	306,262	(24,389) (1)	433,870	103,219
	ADMINISTRATIVE EXPENSE	48	--	200	200	200	200
	OPERATING EXPENSE	10,896	12,902	11,309	(1,593)	14,046	1,144
	COMMUNICATIONS	1,326	999	686	(313)	1,250	251
	UTILITIES - HYDRO	10,737	11,009	14,739	3,730	20,500	9,491
	UTILITIES - NATURAL GAS	7,236	5,313	6,008	695	8,600	3,287
	UTILITIES - WATER	6,856	5,656	7,577	1,921	13,000	7,344
	PROGRAM EXPENSES	495	538	500	(38)	500	(38)
	MEETINGS, CONFERENCES, TRAINING	28	599	31	(568)	1,500	901
	FUEL / TRANSPORTATION COSTS	12,355	15,073	12,495	(2,578) (1)	16,000	927
	MARKETING & PROMOTION	132	240	1,500	1,260	1,500	1,260
	REPAIRS & MAINTENANCE	13,294	14,155	10,877	(3,278) (2)	11,300	(2,855)
	LAND MAINTENANCE & IMPROVEMENT	50,284	35,661	36,584	923	55,500	19,839
	EQUIP REPAIRS & MAINTENANCE	25,626	12,765	13,709	944	30,000	17,235
	BLDG REPAIRS & MAINTENANCE	8,010	12,329	9,268	(3,061) (3)	11,100	(1,229)
	SNOW REMOVAL AND SANDING	--	--	440	440	1,100	1,100
	MAINTENANCE CONTRACTS	3,275	6,343	4,034	(2,309) (4)	5,236	(1,107)
		408,494	464,231	436,219	(28,012)	625,202	160,971
<b>NET OPERATING (REVENUE) EXPENSE</b>		369,073	436,041	409,924	(26,117)	590,002	153,961
<b>OTHER</b>							
	TRANSFER TO RESERVES & RES FUNDS	149,000	145,000	145,000	--	145,000	--
		149,000	145,000	145,000	--	145,000	0
		518,073	581,041	554,924	(26,117)	735,002	153,961

**NOTES**

- (1) Variances are due to timing and will balance at year end.
- (2) Trending over budget due to higher than anticipated costs for horticultural supplies. Unfavourable variance is projected to the end of the year.
- (3) Over budget due to the electrical repairs ordered by TSA which were not budget for. Unfavourable variance is projected to the end of the year.
- (4) Mainly due to the cost of the maintenance contract with TSA. It was not included into the 2020 budget.

**Town of Ingersoll**  
**9 Months Ended September 30, 2019**

DEPARTMENT: PARKS AND ARENA	YTD Actual		YTD Budget	Variance YTD 2019 Budget vs Actual	Annual Budget	Remaining Budget
	2018	2019	2019	fav (unfav)	2019	2019
	1	2	3	4=3-2	5	6=5-2
ACTIVITY: PARKS PROGRAMS						
<b>REVENUE</b>						
SALE OF GOODS OR SERVICES	(13,130)	--	(1,500)	(1,500)	(1,500)	(1,500)
	(13,130)	0	(1,500)	(1,500)	(8,060)	(8,060)
<b>EXPENSE</b>						
SALARIES, WAGES & BENEFITS	19,193	20,973	22,271	1,298	56,110	35,137
OPERATING EXPENSE	--	65	--	(65)	2,500	2,435
SUPPLIES	10,647	611	2,071	1,460	8,500	7,889
	30,061	21,649	24,643	2,994	84,110	62,461
<b>NET OPERATING (REVENUE) EXPENSE</b>	16,931	21,649	23,143	1,494	76,050	54,401
<b>OTHER</b>						
	--	--	--	--	--	--
	16,931	21,649	23,143	1,494	76,050	54,401

**NOTES**

No significant variances

**Town of Ingersoll**  
**9 Months Ended September 30, 2019**

DEPARTMENT: PARKS AND ARENA	YTD Actual		YTD Budget	Variance YTD 2019 Budget vs Actual	Annual Budget	Remaining Budget
	2018	2019	2019	fav (unfav)	2019	2019
	1	2	3	4=3-2	5	6=5-2
ACTIVITY: CAMI PARKS / SUZUKI HOUSE						
<b>REVENUE</b>						
RENT / LEASES	--	--	(7,227)	(7,227)	(10,040)	(10,040)
	(20,000)	0	(27,227)	(27,227)	(30,040)	(30,040)
<b>EXPENSE</b>						
SALARIES, WAGES & BENEFITS	7,184	6,731	7,907	1,176	10,520	3,789
UTILITIES - HYDRO	32,456	37,272	47,354	10,082	60,000	22,728
UTILITIES - NATURAL GAS	3,295	2,569	3,958	1,389	5,700	3,131
UTILITIES - WATER	6,530	9,926	10,864	938	35,000	25,074
GRANTS TO VOLUNTEER ORGANIZATIONS	--	10,400	10,400	--	36,000	25,600
EQUIP REPAIRS & MAINTENANCE	6,353	1,713	8,270	6,557	10,500	8,787
BLDG REPAIRS & MAINTENANCE	5,457	4,255	9,075	4,820	9,600	5,345
SNOW REMOVAL AND SANDING	6,455	4,014	4,867	853	5,500	1,486
MAINTENANCE CONTRACTS	3,605	4,829	3,772	(1,057)	5,946	1,117
	83,711	94,312	121,805	27,493	194,286	99,974
<b>NET OPERATING (REVENUE) EXPENSE</b>	63,711	94,312	94,578	266	164,246	69,934
<b>OTHER</b>						
	--	--	--	--	--	--
	63,711	94,312	94,578	266	164,246	69,934

**NOTES**

Variations are due to timing and will balance at year end.

**Town of Ingersoll**  
**9 Months Ended September 30, 2019**

DEPARTMENT: VICTORIA PARK COMMUNITY CENTRE		YTD Actual		YTD Budget	Variance YTD 2019 Budget vs Actual fav (unfav)	Annual	Remaining
		2018	2019	2019		Budget	Budget
ACTIVITY:	ADMINISTRATION	1	2	3	4=3-2	2019	2019
						5	6=5-2
<b>REVENUE</b>							
	SALE OF GOODS OR SERVICES	(808)	(561)	--	561	--	561
	USER FEES	(160)	--	(500)	(500)	(500)	(500)
	RECOVERIES	(299)	(183)	--	183	--	183
		<u>(1,267)</u>	<u>(744)</u>	<u>(500)</u>	<u>244</u>	<u>(500)</u>	<u>244</u>
<b>EXPENSE</b>							
	SALARIES, WAGES & BENEFITS	50,740	50,759	44,078	(6,681)	66,200	15,441
	ADMINISTRATIVE EXPENSE	11,136	9,973	12,710	2,737	16,575	6,602
	OPERATING EXPENSE	404	233	633	400	1,400	1,167
	COMMUNICATIONS	6,281	8,021	5,162	(2,859)	10,000	1,979
	SUPPLIES	926	392	--	(392)	--	(392)
	MEETINGS, CONFERENCES, TRAINING	--	137	--	(137)	--	(137)
		<u>69,487</u>	<u>69,514</u>	<u>62,583</u>	<u>(6,931)</u>	<u>94,175</u>	<u>24,661</u>
<b>NET OPERATING (REVENUE) EXPENSE</b>		<u>68,220</u>	<u>68,770</u>	<u>62,083</u>	<u>(6,687)</u>	<u>93,675</u>	<u>24,905</u>
<b>OTHER</b>							
		<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>
		<u>68,220</u>	<u>68,770</u>	<u>62,083</u>	<u>(6,687)</u>	<u>93,675</u>	<u>24,905</u>

**NOTES**

No significant variances

**Town of Ingersoll**  
**9 Months Ended September 30, 2019**

DEPARTMENT: VICTORIA PARK COMMUNITY CENTRE		YTD Actual		YTD Budget	Variance YTD 2019 Budget vs Actual	Annual Budget	Remaining Budget
		2018	2019	2019	fav (unfav)	2019	2019
ACTIVITY:	AQUATICS	1	2	3	4=3-2	5	6=5-2
<b>REVENUE</b>							
	RENT / LEASES	(19,031)	(7,037)	(12,802)	(5,765)	(19,416)	(12,379)
	USER FEES	(21,496)	(17,343)	(21,836)	(4,493)	(27,000)	(9,657)
	MEMBERSHIPS	(20,788)	(14,341)	(17,711)	(3,370)	(23,700)	(9,359)
	RECOVERIES	--	(361)	(1,161)	(800)	(1,614)	(1,253)
	PROGRAM REVENUES	(106,994)	(80,718)	(134,966)	(54,248)	(153,299)	(72,581)
		<u>(173,310)</u>	<u>(119,801)</u>	<u>(188,476)</u>	<u>(68,675)</u>	<u>(225,029)</u>	<u>(105,228)</u>
<b>EXPENSE</b>							
	SALARIES, WAGES & BENEFITS	234,779	184,683	250,822	66,139	364,280	179,597
	OPERATING EXPENSE	6,414	8,819	8,148	(671)	8,678	(141)
	SUPPLIES	5,016	1,891	3,478	1,587	4,500	2,609
	PROGRAM EXPENSES	2,189	3,695	3,460	(235)	5,800	2,105
	FUEL / TRANSPORTATION COSTS	204	702	184	(518)	385	(317)
		<u>249,104</u>	<u>202,745</u>	<u>267,754</u>	<u>65,009</u>	<u>386,133</u>	<u>183,388</u>
	<b>NET OPERATING (REVENUE) EXPENSE</b>	<u>75,794</u>	<u>82,945</u>	<u>79,278</u>	<u>(3,667)</u>	<u>161,104</u>	<u>78,159</u>
	<b>OTHER</b>	--	--	--	--	--	--
		<u>75,794</u>	<u>82,945</u>	<u>79,278</u>	<u>(3,667)</u>	<u>161,104</u>	<u>78,159</u>

**NOTES**

(1) Variances are due to the pool closure from May 13 - June 28.

**Town of Ingersoll**  
**9 Months Ended September 30, 2019**

DEPARTMENT: VICTORIA PARK COMMUNITY CENTRE		YTD Actual		YTD Budget	Variance YTD 2019 Budget vs Actual	Annual Budget	Remaining Budget
		2018	2019	2019	fav (unfav)	2019	2019
ACTIVITY:	FITNESS	1	2	3	4=3-2	5	6=5-2
<b>REVENUE</b>							
	USER FEES	(8,268)	(5,867)	(8,503)	(2,636)	(10,001)	(4,134)
	MEMBERSHIPS	(73,014)	(77,041)	(96,763)	(19,722)	(132,100)	(55,059)
	PROGRAM REVENUES	(4,239)	(9,729)	(6,555)	3,174	(10,413)	(684)
		<u>(85,520)</u>	<u>(92,637)</u>	<u>(111,821)</u>	<u>(19,184)</u>	<u>(152,514)</u>	<u>(59,877)</u>
<b>EXPENSE</b>							
	SALARIES, WAGES & BENEFITS	93,398	92,812	92,093	(719)	137,620	44,808
	OPERATING EXPENSE	1,113	225	1,244	1,019	2,150	1,925
	SUPPLIES	158	574	250	(324)	550	(24)
	PROGRAM EXPENSES	143	--	400	400	400	400
	MEETINGS, CONFERENCES, TRAINING	910	1,454	1,136	(318)	1,980	526
	CONTRACTED SERVICES	1,435	1,093	1,166	73	1,500	407
	MARKETING & PROMOTION	--	--	216	216	300	300
	EQUIP REPAIRS & MAINTENANCE	940	673	2,196	1,523	3,000	2,327
		<u>98,194</u>	<u>96,832</u>	<u>99,001</u>	<u>2,169</u>	<u>147,800</u>	<u>50,968</u>
	<b>NET OPERATING (REVENUE) EXPENSE</b>	<u>12,674</u>	<u>4,195</u>	<u>(12,820)</u>	<u>(17,015)</u>	<u>(4,714)</u>	<u>(8,909)</u>
<b>OTHER</b>							
		<u>10,000</u>	<u>150,000</u>	<u>150,000</u>	<u>--</u>	<u>150,000</u>	<u>--</u>
		<u>22,674</u>	<u>154,195</u>	<u>137,180</u>	<u>(17,015)</u>	<u>145,286</u>	<u>(8,909)</u>

**NOTES**

Variations are due to timing and will balance at year end.

**Town of Ingersoll**  
**9 Months Ended September 30, 2019**

DEPARTMENT: VICTORIA PARK COMMUNITY CENTRE		YTD Actual		YTD Budget	Variance YTD 2019 Budget vs Actual fav (unfav)	Annual	Remaining
		2018	2019	2019		Budget	Budget
ACTIVITY:	PROGRAMS	1	2	3	4=3-2	2019	2019
						5	6=5-2
<b>REVENUE</b>							
	USER FEES	(60,459)	(57,019)	(66,409)	(9,390)	(67,860)	(10,841)
	PROGRAM REVENUES	(63,946)	(57,752)	(75,727)	(17,975)	(98,567)	(40,815)
		<u>(124,405)</u>	<u>(114,772)</u>	<u>(142,136)</u>	<u>(27,364)</u>	<u>(172,427)</u>	<u>(57,655)</u>
<b>EXPENSE</b>							
	SALARIES, WAGES & BENEFITS	152,663	179,689	183,343	3,654	231,900	52,211
	OPERATING EXPENSE	340	1,491	1,369	(122)	2,550	1,059
	SUPPLIES	2,816	3,361	5,505	2,144	7,730	4,369
	PROGRAM EXPENSES	4,348	6,282	6,059	(223)	9,345	3,063
	MEETINGS, CONFERENCES, TRAINING	824	1,447	1,200	(247)	1,200	(247)
	MARKETING & PROMOTION	--	319	216	(103)	300	(19)
		<u>161,025</u>	<u>192,590</u>	<u>197,859</u>	<u>5,269</u>	<u>253,525</u>	<u>60,935</u>
<b>NET OPERATING (REVENUE) EXPENSE</b>		<u>36,620</u>	<u>77,818</u>	<u>55,723</u>	<u>(22,095)</u>	<u>81,098</u>	<u>3,280</u>
<b>OTHER</b>							
		--	--	--	--	--	--
		<u>36,620</u>	<u>77,818</u>	<u>55,723</u>	<u>(22,095)</u>	<u>81,098</u>	<u>3,280</u>

**NOTES**

Variations are due to timing and will balance at year end.

**Town of Ingersoll**  
**9 Months Ended September 30, 2019**

DEPARTMENT: VICTORIA PARK COMMUNITY CENTRE		YTD Actual		YTD Budget	Variance YTD 2019 Budget vs Actual fav (unfav)	Annual Budget		Remaining Budget		
		2018	2019	2019		2019	2019			
ACTIVITY:	FACILITY	1	2	3	4=3-2	5	6=5-2			
<b>REVENUE</b>										
SALE OF GOODS OR SERVICES		(1,179)	(471)	(2,044)	(1,573)		(2,500)	(2,029)		
RENT / LEASES		(492)	(671)	(503)	168		(925)	(254)		
		<u>(1,671)</u>	<u>(1,142)</u>	<u>(2,547)</u>	<u>(1,405)</u>		<u>(3,425)</u>	<u>(2,283)</u>		
<b>EXPENSE</b>										
SALARIES, WAGES & BENEFITS		174,512	186,549	174,565	(11,984)	(1)	258,300	71,751		
OPERATING EXPENSE		7,624	9,178	7,835	(1,343)		10,850	1,672		
COMMUNICATIONS		35	930	21	(909)		72	(858)		
UTILITIES - HYDRO		61,060	51,454	77,678	26,224	(1)	106,000	54,546		
UTILITIES - NATURAL GAS		27,449	15,973	30,307	14,334	(1)	41,000	25,027		
UTILITIES - WATER		17,801	12,368	22,000	9,632	(1)	28,500	16,132		
SUPPLIES		325	292	--	(292)		--	(292)		
MEETINGS, CONFERENCES, TRAINING		--	2,285	2,376	91		3,300	1,015		
REPAIRS & MAINTENANCE		9,434	9,714	10,218	504		14,500	4,786		
EQUIP REPAIRS & MAINTENANCE		11,138	41,187	24,271	(16,916)	(2)	27,100	(14,087)		
BLDG REPAIRS & MAINTENANCE		24,588	22,951	20,135	(2,816)		23,500	549		
SNOW REMOVAL AND SANDING		7,230	5,880	5,402	(478)		6,500	620		
MAINTENANCE CONTRACTS		11,677	12,602	11,646	(956)		11,646	(956)		
		<u>352,973</u>	<u>371,363</u>	<u>386,954</u>	<u>15,591</u>		<u>531,768</u>	<u>160,405</u>		
<b>NET OPERATING (REVENUE) EXPENSE</b>		<u>351,302</u>	<u>370,221</u>	<u>384,407</u>	<u>14,186</u>		<u>528,343</u>	<u>158,122</u>		
<b>OTHER</b>										
		<u>460,000</u>	<u>50,000</u>	<u>50,000</u>	<u>--</u>		<u>50,000</u>	<u>--</u>		
		<u>811,302</u>	<u>420,221</u>	<u>434,407</u>	<u>14,186</u>		<u>578,343</u>	<u>158,122</u>		

**NOTES**

(1) Variances are due to the timing of events and will balance at year end.

(2) Trending over budget due to unplanned Dry-Tron repairs (\$8.5K). Splash pad repairs are also over budget by \$6.5K.



**Town of Ingersoll**  
**9 Months Ended September 30, 2019**

DEPARTMENT: YOUTH CENTRE		YTD Actual		YTD Budget	Variance YTD 2019 Budget vs Actual fav (unfav)	Annual	Remaining
		2018	2019	2019		Budget	Budget
ACTIVITY:	FACILITY	1	2	3	4=3-2	2019	2019
		-----		-----	-----	5	6=5-2
		-----		-----	-----	-----	-----
<b>REVENUE</b>							
RENT / LEASES		(22,629)	(25,811)	(23,685)	2,126	(39,076)	(13,265)
		(22,629)	(31,978)	(23,685)	8,293	(40,326)	(8,348)
<b>EXPENSE</b>							
SALARIES, WAGES & BENEFITS		40,964	42,096	42,446	350	60,840	18,744
OPERATING EXPENSE		3,244	4,011	6,218	2,207	6,995	2,984
COMMUNICATIONS		35	38	21	(17)	72	34
UTILITIES - HYDRO		9,490	7,846	18,124	10,278	24,134	16,288
UTILITIES - NATURAL GAS		4,776	3,512	4,949	1,437	7,000	3,488
UTILITIES - WATER		1,401	972	1,839	867	2,800	1,828
FUEL / TRANSPORTATION COSTS		81	--	400	400	400	400
CONTRACTED SERVICES		--	730	3,600	2,870	5,000	4,270
REPAIRS & MAINTENANCE		--	--	1,044	1,044	1,450	1,450
EQUIP REPAIRS & MAINTENANCE		5,753	7,063	6,410	(653)	6,500	(563)
BLDG REPAIRS & MAINTENANCE		28,026	10,383	14,909	4,526	15,500	5,117
SNOW REMOVAL AND SANDING		5,295	360	5,000	4,640	5,000	4,640
MAINTENANCE CONTRACTS		5,050	5,123	6,141	1,019	7,296	2,174
		111,610	82,134	111,101	28,967	142,987	60,853
<b>NET OPERATING (REVENUE) EXPENSE</b>		88,981	50,156	87,416	37,260	102,661	52,505
<b>OTHER</b>							
		--	--	--	--	--	--
		88,981	50,156	87,416	37,260	102,661	52,505

**NOTES**

Variations are due to the timing of events and will balance at year end.

**Town of Ingersoll**  
**9 Months Ended September 30, 2019**

DEPARTMENT: YOUTH CENTRE	YTD Actual		YTD Budget	Variance YTD 2019 Budget vs Actual	Annual Budget	Remaining Budget
	2018	2019	2019	fav (unfav)	2019	2019
	1	2	3	4=3-2	5	6=5-2
ACTIVITY: GENERAL PROGRAMS						
<b>REVENUE</b>						
RENT / LEASES	(162)	(126)	(159)	(33)	(200)	(74)
USER FEES	(23,844)	(22,997)	(23,551)	(554)	(23,875)	(878)
MEMBERSHIPS	(821)	(1,242)	(598)	644	(1,000)	242
GRANTS / SUBSIDIES / REBATES	(61,488)	(36,464)	(11,271)	25,193 (1)	(14,271)	22,193
PROGRAM REVENUES	--	--	(720)	(720)	(1,000)	(1,000)
DONATIONS / FUNDRAISING	(129,094)	(90,008)	(89,687)	321	(120,100)	(30,092)
	<u>(216,098)</u>	<u>(150,837)</u>	<u>(125,986)</u>	<u>24,851</u>	<u>(160,446)</u>	<u>(9,609)</u>
<b>EXPENSE</b>						
SALARIES, WAGES & BENEFITS	390,978	362,559	428,289	65,730 (2)	592,051	229,492
ADMINISTRATIVE EXPENSE	2,541	900	3,979	3,079	6,300	5,400
OPERATING EXPENSE	17,396	4,185	11,688	7,503	16,965	12,780
COMMUNICATIONS	3,217	5,499	4,256	(1,243)	8,500	3,001
SUPPLIES	10,398	22,821	8,806	(14,015) (3)	12,025	(10,796)
PROGRAM EXPENSES	4,197	2,643	4,859	2,216	6,850	4,207
MEETINGS, CONFERENCES, TRAINING	1,606	10,069	8,825	(1,244)	10,800	731
FUEL / TRANSPORTATION COSTS	1,359	564	469	(95)	1,100	536
CONTRACTED SERVICES	55	105	235	130	420	315
MARKETING & PROMOTION	762	1,425	1,172	(253)	2,485	1,060
	<u>433,183</u>	<u>410,769</u>	<u>473,983</u>	<u>63,214</u>	<u>660,746</u>	<u>249,977</u>
<b>NET OPERATING (REVENUE) EXPENSE</b>	<u>217,085</u>	<u>259,932</u>	<u>347,997</u>	<u>88,065</u>	<u>500,300</u>	<u>240,368</u>
<b>OTHER</b>						
	<u>2,500</u>	<u>2,500</u>	<u>--</u>	<u>(2,500)</u>	<u>2,500</u>	<u>--</u>
	<u>219,585</u>	<u>262,432</u>	<u>347,997</u>	<u>85,565</u>	<u>502,800</u>	<u>240,368</u>

**NOTES**

- (1) Higher than anticipated provincial grant to promote female programs at the Fusion.
- (2) Mainly due to a gap in staffing for three full time contract positions.
- (3) Directly attributed to supplies for female programs. The overage is 100% paid by the grant.

**Town of Ingersoll**  
**9 Months Ended September 30, 2019**

DEPARTMENT: MUSEUMS		YTD Actual		YTD Budget	Variance YTD 2019 Budget vs Actual	Annual Budget		Remaining Budget	
		2018		2019	fav (unfav)	2019	2019		
		1	2	3		4=3-2	5	6=5-2	
ACTIVITY:	FACILITY								
<b>REVENUE</b>									
<b>EXPENSE</b>									
	UTILITIES - HYDRO	1,736	1,529	2,519	990		4,200	2,671	
	UTILITIES - NATURAL GAS	1,140	1,136	1,058	(78)		1,600	464	
	UTILITIES - WATER	1,572	1,953	1,783	(170)		2,600	647	
	EQUIP REPAIRS & MAINTENANCE	--	--	360	360		500	500	
	BLDG REPAIRS & MAINTENANCE	2,165	897	6,565	5,668		11,200	10,303	
	SNOW REMOVAL AND SANDING	3,365	7,000	1,745	(5,255)	(1)	2,000	(5,000)	
	MAINTENANCE CONTRACTS	45	505	760	255		760	255	
		<u>10,143</u>	<u>13,115</u>	<u>15,230</u>	<u>2,115</u>		<u>24,560</u>	<u>11,445</u>	
	<b>NET OPERATING (REVENUE) EXPENSE</b>	<u>10,143</u>	<u>13,115</u>	<u>15,230</u>	<u>2,115</u>		<u>24,560</u>	<u>11,445</u>	
	<b>OTHER</b>								
		<u>9,000</u>	<u>9,000</u>	<u>9,000</u>	<u>--</u>		<u>9,000</u>	<u>--</u>	
		<u>19,143</u>	<u>22,115</u>	<u>24,230</u>	<u>2,115</u>		<u>33,560</u>	<u>11,445</u>	

**NOTES**

(1) The 2019 snow removal budget has been spent. This variance is projected to the end of the year.

**Town of Ingersoll**  
**9 Months Ended September 30, 2019**

DEPARTMENT: MUSEUMS	ACTIVITY: PROGRAMS	YTD Actual		YTD Budget	Variance YTD 2019 Budget vs Actual	Annual Budget	Remaining Budget
		2018	2019	2019	fav (unfav)	2019	2019
		1	2	3	4=3-2	5	6=5-2
<b>REVENUE</b>							
	SALE OF GOODS OR SERVICES	(4,527)	(3,302)	(4,146)	(844)	(5,000)	(1,698)
	RENT / LEASES	(107)	(100)	(100)	--	(100)	-
	USER FEES	(1,195)	(978)	(1,189)	(211)	(1,700)	(722)
	GRANTS / SUBSIDIES / REBATES	(2,492)	--	(2,078)	(2,078)	(12,148)	(12,148)
	PROGRAM REVENUES	(8,554)	(2,550)	(8,465)	(5,915)	(8,500)	(5,950)
	DONATIONS / FUNDRAISING	(4,111)	(50,444)	(4,131)	46,313	(4,550)	45,894
		<u>(20,987)</u>	<u>(57,374)</u>	<u>(20,109)</u>	<u>37,265</u>	<u>(31,998)</u>	<u>25,376</u>
<b>EXPENSE</b>							
	SALARIES, WAGES & BENEFITS	106,566	108,266	109,863	1,597	150,600	42,334
	ADMINISTRATIVE EXPENSE	601	512	683	171	1,450	938
	OPERATING EXPENSE	648	183	2,103	1,920	3,100	2,917
	COMMUNICATIONS	477	516	556	40	750	234
	SUPPLIES	3,477	3,334	2,535	(799)	4,000	666
	PROGRAM EXPENSES	16,085	19,931	19,593	(338)	23,510	3,579
	FUEL / TRANSPORTATION COSTS	44	--	206	206	300	300
	MARKETING & PROMOTION	2,155	3,836	3,303	(533)	5,050	1,214
	MAINTENANCE CONTRACTS	--	--	360	360	500	500
		<u>130,966</u>	<u>137,508</u>	<u>141,263</u>	<u>3,755</u>	<u>193,760</u>	<u>56,252</u>
	<b>NET OPERATING (REVENUE) EXPENSE</b>	<u>109,979</u>	<u>80,134</u>	<u>121,154</u>	<u>41,020</u>	<u>161,762</u>	<u>81,628</u>
<b>OTHER</b>							
		<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>
		<u>109,979</u>	<u>80,134</u>	<u>121,154</u>	<u>41,020</u>	<u>161,762</u>	<u>81,628</u>

**NOTES**

(1) First installment received from the School Museum as per the agreement with the Town to transfer School Museum collection under the Town's umbrella.

**Town of Ingersoll**  
**9 Months Ended September 30, 2019**

DEPARTMENT: ECONOMIC DEVELOPMENT	YTD Actual		YTD Budget	Variance YTD 2019 Budget vs Actual fav (unfav)		Annual	Remaining
	2018	2019	2019			Budget	Budget
	1	2	3	4=3-2	5	6=5-2	
<b>REVENUE</b>							
GRANTS / SUBSIDIES / REBATES	(14,234)	(49,931)	(7,750)	42,181	(1)	(7,750)	42,181
	<u>(14,234)</u>	<u>(49,931)</u>	<u>(7,750)</u>	<u>42,181</u>		<u>(7,750)</u>	<u>42,181</u>
<b>EXPENSE</b>							
SALARIES, WAGES & BENEFITS	85,608	103,708	99,542	(4,166)		146,860	43,152
ADMINISTRATIVE EXPENSE	332	1,692	481	(1,211)		550	(1,142)
OPERATING EXPENSE	197	60	883	823		950	890
COMMUNICATIONS	558	1,160	992	(168)		1,500	340
PROGRAM EXPENSES	11,216	13,723	13,650	(73)		13,650	(73)
MEETINGS, CONFERENCES, TRAINING	3,626	5,472	5,593	121		9,250	3,778
FUEL / TRANSPORTATION COSTS	2,114	2,200	2,295	95		3,500	1,300
PROFESSIONAL FEES	15,287	10,466	10,994	528		25,500	15,034
MARKETING & PROMOTION	21,649	27,856	28,073	217		74,500	46,644
	<u>140,588</u>	<u>166,337</u>	<u>162,503</u>	<u>(3,834)</u>		<u>276,260</u>	<u>109,923</u>
<b>NET OPERATING (REVENUE) EXPENSE</b>	<u>126,354</u>	<u>116,406</u>	<u>154,753</u>	<u>38,347</u>		<u>268,510</u>	<u>152,104</u>
<b>OTHER</b>							
TRANSFER TO RESERVES & RES FUNDS	10,000	10,000	1,667	(8,333)		10,000	--
	<u>10,000</u>	<u>10,000</u>	<u>1,667</u>	<u>(8,333)</u>		<u>10,000</u>	<u>--</u>
	<u>136,354</u>	<u>126,406</u>	<u>156,420</u>	<u>30,014</u>		<u>278,510</u>	<u>152,104</u>

**NOTES**

(1) Directly attributed to the Main Street Revitalization Grant.

**Community Planning**

P. O. Box 1614, 21 Reeve Street

Woodstock Ontario N4S 7Y3

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

Web site: [www.oxfordcounty.ca](http://www.oxfordcounty.ca)

Our File: **A04-19**

**APPLICATION FOR MINOR VARIANCE**

**TO:** Town of Ingersoll Committee of Adjustment  
**MEETING:** October 15, 2019  
**REPORT NUMBER:** CP 2019-323

**OWNER:** Donald and Janice Maltby  
108 Melita Street, Ingersoll ON N5C 2E2

**VARIANCE REQUESTED:**

Relief from the provisions of **Section 6.2 – Zone Provisions, Interior Side Yard**, Minimum Width; to reduce the minimum required interior side yard width from 1.18 m (3.9 ft) to 0.59 m (1.96 ft) to permit an addition to an existing attached garage.

**LOCATION:**

The subject lands are described as Lot 10, Plan M55, Town of Ingersoll. The lands are located on the north side of Melita Street, between Whiting Street and Alder Road, and are municipally known as 108 Melita Street.

**BACKGROUND INFORMATION:**

COUNTY OF OXFORD OFFICIAL PLAN:

Schedule "I-1"	Town of Ingersoll Land Use Plan	Low Density Residential
----------------	------------------------------------	-------------------------

TOWN OF INGERSOLL ZONING BY-LAW: Residential Type 1 Zone (R1)

SURROUNDING USES: surrounding uses are a predominantly low density residential uses (single detached dwellings).

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

The owners are requesting relief from the above noted provision of the Town's Zoning By-law to reduce the interior side yard to accommodate the construction of a 6.9 m<sup>2</sup> (74.3 ft<sup>2</sup>) addition to the north side of the existing attached garage on the subject property.

The subject property is approximately 556.9 m<sup>2</sup> (5,994.8 ft<sup>2</sup>) in area that contains a single detached dwelling with an attached garage, and has direct access to Melita Street.

Plate 1, Location & Existing Zoning Map, shows the location of the subject lands and the zoning in the immediate vicinity.

Plate 2, Air Photo (2015), shows the location of the existing dwelling on the subject property.

Plate 3, Applicant's Sketch, illustrates the location of the dwelling on the subject property as well as the proposed addition.

(b) Agency Comments

The application was circulated to those agencies considered to have an interest in the proposal and the following comments were received:

The Town of Ingersoll Chief Building Official commented:

- Due to the additional height the Town will be taking a \$5,000 grading deposit;
- No overhang will be permitted into reduced setback;
- Driveway required to be hard surfaced;
- Fire protection will be addressed during building permit issuance

The Town of Ingersoll Chief Administration Officer commented:

- I have a concern that reducing the side yard in this application from just under 4 feet to under 2 feet could have some negative consequences on the adjacent property owner. Their own building envelope would then be restricted which could prevent them from adding a window or even a door on the west side of their home with this reduction.
- If the recommendation is to approve the reduction in side yard I would like to see a condition that the height of the garage be restricted to the current elevation of the existing garage. If the reduction is allowed it will be exacerbated if the whole garage is removed and a two story addition is approved. It is not what the application is asking for, but would be permitted if no condition is required.

The Town of Ingersoll Engineer indicated that the proposed reduction to the side yard width must ensure stormwater runoff does not impact the neighbouring property and any runoff must be managed within the subject property. Further to this slopes between the addition and property line must be landscaped and maintained to prevent unsafe conditions.

(c) Public Consultation:

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

(d) Intent and Purpose of the Official Plan:

The subject property is located within the 'Low Density Residential' designation according to the Residential Density Plan for the Town of Ingersoll, as contained in the Official Plan. Low Density Residential Areas include those lands that are primarily developed or planned for a variety of low-rise, low density housing forms including single detached, semi-detached, duplex, converted dwellings, quadraplexes (4 units), townhouses and low density cluster development. The use of the lands for a single detached dwelling conform to the 'Low Density Residential' policies of the Official Plan.

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

The subject property is zoned Residential Type 1 Zone (R1) in the Town's Zoning By-Law. The R1 zone permits a single detached dwelling.

The R1 zone requires a minimum interior side yard width of 3 m (9.8 ft.) on one side of the dwelling and 1.2 m (3.9 ft.) on the other side of the dwelling where there is no attached garage on a residential property. This requirement is intended to ensure that the lot provides adequate space for parking. Interior side yard setbacks are also intended to maintain adequate separation between buildings/structures and property lines to provide space for drainage, access and maintenance and to avoid adverse impacts on the normal use and enjoyment of abutting properties.

Based on the above, Planning staff are of the opinion that the proposed minor variance meets the general intent of the Zoning By-law, as the proposed addition will continue to provide adequate space for on-site parking as well as access to the rear yard and sufficient area for drainage purposes.

(f) Desirable Development/Use:

Planning staff are of the opinion that the requested relief will not impact neighbouring property owners as the proposed addition will continue to provide adequate space for on-site parking as well as access to the rear yard and sufficient area for drainage.

Based on a review of the application and in consideration of the comments provided by the Town's Chief Building Official it is the opinion of Planning staff that the requested variance is minor in nature and the proposed addition represents desirable development of the property.

In light of the foregoing, it is the opinion of this Office that the requested relief meets the four tests of a minor variance and can be given favourable consideration.

**RECOMMENDATION:**

That the Town of Ingersoll Committee of Adjustment **approve** Application File A04-19, submitted by Donald and Janice Maltby for lands described as Lot 10, Plan M55 in the Town of Ingersoll and further identified as 108 Malita Street, as it relates to:

1. Relief from the provisions of **Section 6.2 – Zone Provisions, Interior Side Yard, Minimum Width**; to reduce the minimum required interior side yard width from 1.18 m (3.9 ft) to 0.59 m (1.96 ft) to facilitate the construction of an approximately 6.9 m<sup>2</sup> (74.3 ft<sup>2</sup>) addition to the existing attached garage on the subject lands, subject to the following conditions:



- i) No overhang is permitted into the reduced setback to the satisfaction of the Town's Chief Building Official.
- ii) The height of the addition shall maintain the existing roofline height of the existing garage to the satisfaction of the Town of Ingersoll.

The proposed relief meets the four tests of a minor variance as set out in Section 45(1) of the Planning Act as follows:

The proposed relief is a minor variance from the provisions of the Town of Ingersoll Zoning By-law in that the relief is not anticipated to impact on the ability of the site to provide adequate space for parking, access, grading/drainage, and maintenance;

The proposed relief is desirable for the use of the land as the intended use is permitted by the Zoning By-law, is compatible with permitted uses in the area and would not appear to negatively impact neighbouring properties;

The proposed relief maintains the general intent and purpose of the Town's Zoning By-law as the development is generally in keeping with the provisions of the 'R1' zone; and

The relief maintains the intent and purpose of the Official Plan as the proposed residential addition will not impact the low density residential form contemplated by the Official Plan.

**Authored by:** *Original Signed by*

Adam Ager, MCIP, RPP, Development Planner

**Approved for submission:** *Original Signed by*

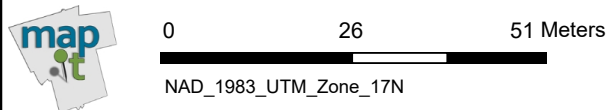
Gordon K. Hough, RPP, Director



**Legend**

- Parcel Lines**
  - Property Boundary
  - Assessment Boundary
  - Unit
  - Road
  - Municipal Boundary
- Environmental Protection**
- Flood Overlay**
  - Flood Fringe
  - Floodway
  - Environmental Protection (EP1)
  - Environmental Protection (EP2)
- Zoning Floodlines**
- Regulation Limit**
  - 100 Year Flood Line
  - 30 Metre Setback
  - Conservation Authority Regulation Limit
  - Regulatory Flood And Fill Lines
- Land Use Zoning (Displays 1:16000 to 1:500)

**Notes**



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



**Legend**

- Parcel Lines**
  - Property Boundary
  - Assessment Boundary
  - Unit
  - Road
  - Municipal Boundary
- Environmental Protection Flood Overlay**
  - Flood Fringe
  - Floodway
  - Environmental Protection (EP1)
  - Environmental Protection (EP2)
- Zoning Floodlines Regulation Limit**
  - 100 Year Flood Line
  - 30 Metre Setback
  - Conservation Authority Regulation Limit
  - Regulatory Flood And Fill Lines
- Land Use Zoning (Displays 1:16000 to 1:500)

**Notes**



0 13 26 Meters

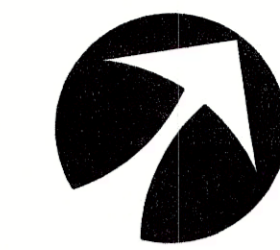
NAD\_1983\_UTM\_Zone\_17N



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

October 8, 2019

Plate 3 - Applicant's Sketch  
 File No.: A04-19, Donald Maltby, 108 Melita Street, Town of Ingersoll



CONSTRUCTION NORTH

BOTH THE CLIENT AND THE CONTRACTOR, INCLUDING ALL SUBTRADES, SHALL REVIEW ALL DRAWINGS AND VERIFY ALL DIMENSIONS. IT IS THE RESPONSIBILITY OF THE CLIENT AND THE CONTRACTOR TO REPORT ANY DISCREPANCIES TO THE ENGINEER BEFORE PROCEEDING WITH CONSTRUCTION. THESE DRAWINGS ARE TO BE READ AND NOT TO BE SCALED.

NO.	REVISION	BY	DATE
1	ISSUED FOR PRELIMINARY REVIEW	DF	03/20/2019
2	ISSUED FOR FINAL REVIEW	DF	06/06/2019
3	ISSUED FOR PERMIT AND CONSTRUCTION	NB	06/13/2019
4	REVISED AS PER CLIENT COMMENTS	DF	07/26/2019
5	RE-ISSUED FOR PERMIT AND CONSTRUCTION	DF	07/29/2019

CONSTRUCTED BY:

DESIGNED BY:

**girard**  
 ENGINEERING  
 247B153 ONTARIO INC.  
 212 MAIN STREET WEST P.O. BOX 98  
 OTTERTVILLE, ONTARIO N0J 1R0  
 TEL: 1-519-879-6875  
 FAX: 1-519-879-6536  
 EMAIL: INFO@GIRARDENGINEERING.CA



NOTE: THESE DRAWINGS ARE THE PROPERTY OF THE ENGINEER AND ARE NOT VALID UNLESS SEALED WITH RED INK. THESE DRAWINGS ARE NOT TO BE REPRODUCED UNLESS AUTHORIZED BY THE ENGINEER.

DESIGNED FOR:

**DON MALTBY**  
 108 MELITA STREET  
 INGERSOLL, ONTARIO,

GARAGE ADDITION

SITE PLAN

SCALE: 1 : 200

DATE: 03/20/2019

DRAWING BY: NABAH M. SYED

DESIGNED BY: LEN GIRARD

CHECKED BY: DREW FALLOWFIELD

PROJECT NO: 19-288

DRAWING NO:  
**AO**

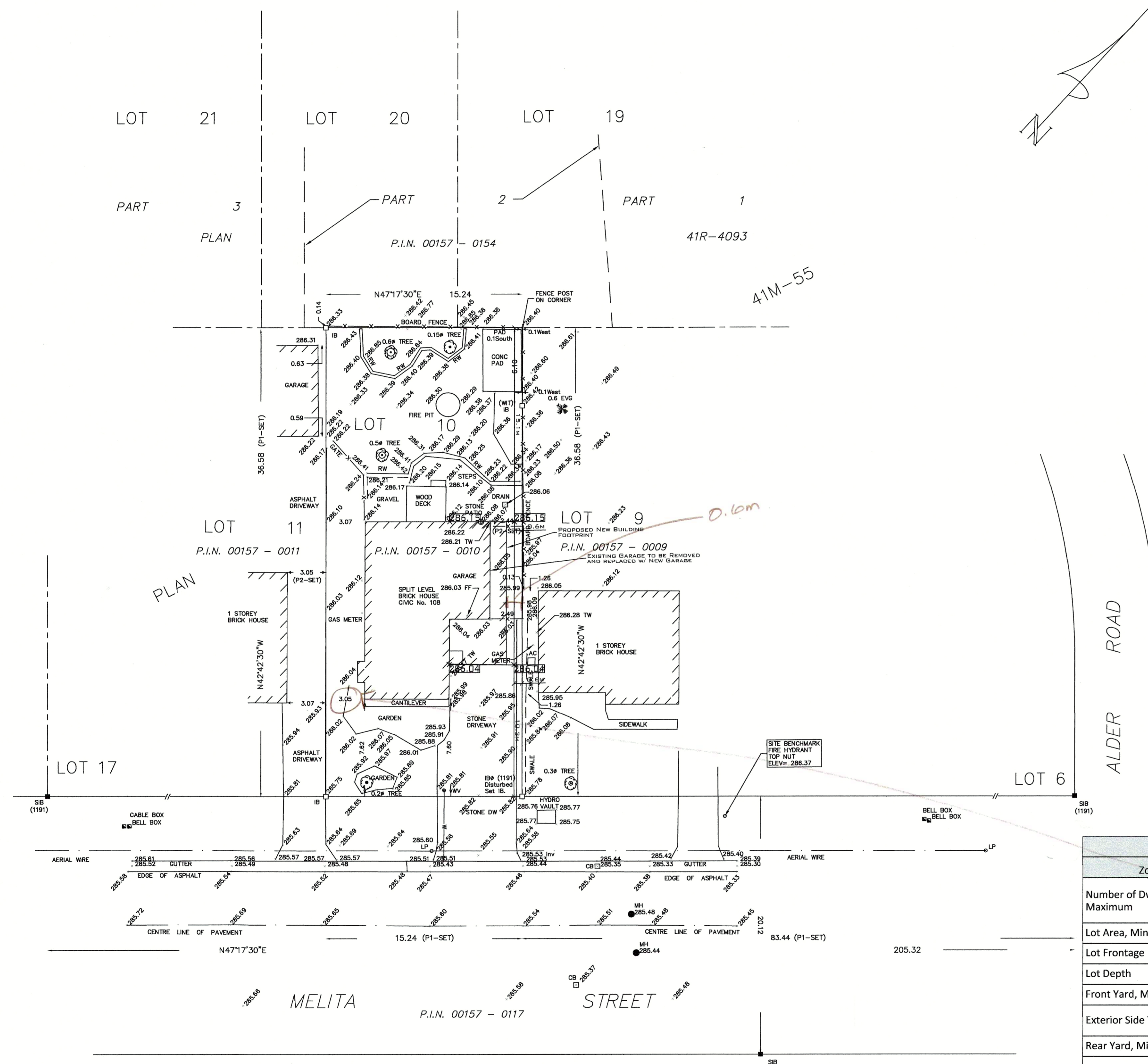
SURVEYOR'S REAL PROPERTY REPORT  
 ILLUSTRATING TOPOGRAPHICAL FEATURES

PART 1 - PLAN OF SURVEY OF  
 LOT 10  
 PLAN M-55  
 IN THE  
 TOWN OF INGERSOLL  
 COUNTY OF OXFORD



SCALE 1:200

BROOKS & MUIR SURVEYING  
 © COPYRIGHT 2018



**SITE PLAN**  
 SCALE: 1:200

Zone Provisions		
Zone Provision	Required	Proposed / Existing
Number of Dwellings Per Lot Maximum	1 Dwelling	1 Dwelling
Lot Area, Minimum	450m <sup>2</sup> (4,844 ft <sup>2</sup> )	557m <sup>2</sup> (5,998 ft <sup>2</sup> )
Lot Frontage	15m (49.2 ft)	15.3m (50.2 ft)
Lot Depth	30m (98.4 ft)	36.6m (120.1 ft)
Front Yard, Minimum Depth	6m (19.7 ft)	7.6m (24.9 ft)
Exterior Side Yard, Minimum Width		
Rear Yard, Minimum Depth	7.5m (24.6 ft)	12.4m (40.7 ft)
Interior Side Yard, Minimum Depth	3m (9.8 ft) on one side and 1.2m (3.9 ft) on the narrow side	3.07m (10.07 ft) and 0.6m (1.96 ft) <b>**Minor Variance Required**</b>
Setback, Minimum Distance	19m (62.3 ft) from road centerline	17.7m (58.07 ft) Existing, 20.36m (66.8 ft) Proposed
Lot Coverage, Maximum	35% of the lot area	26.49%
Landscaped Open Space, Minimum	30% of the lot area	73.51%
Gross Floor Area, Minimum	75m <sup>2</sup> (807.3 ft <sup>2</sup> )	N/A
Height of Building, Maximum	11m (36.1 ft)	5.06m (16.6 ft)

**Community Planning**

P. O. Box 1614, 21 Reeve Street

Woodstock Ontario N4S 7Y3

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

Web site: [www.oxfordcounty.ca](http://www.oxfordcounty.ca)

Our File: **A05-19**

**APPLICATION FOR MINOR VARIANCE**

**TO:** Town of Ingersoll Committee of Adjustment  
**MEETING:** October 15, 2019  
**REPORT NUMBER:** CP 2019-324

**OWNER:** Nicholas Hiebert  
137 Old North Road, Tillsonburg ON N4G 4G9

**Applicant:** Jacob Hiebert  
1273 Michael Street, London ON N5B 0B8

**VARIANCE REQUESTED:**

Relief from the provisions of Section **6.2 – Zone Provisions, Rear Yard**, Minimum depth; to reduce the minimum required rear yard depth from 7.5 m (24.6 ft) to 7.16 m (23.4 ft) to recognize the actual setback of the foundation poured on the subject lands; and

Relief from the provisions of **5.34 – Yard, Setback and Height, Permitted Encroachments**, Maximum Projection Permitted into Required Yards; to increase the maximum permitted projection into the rear yard from 0.6 m (2 ft) to 0.94 m (3.08 ft) to accommodate for the eaves and overhang associated with the construction of the proposed new dwelling.

**LOCATION:**

The subject lands are described as Lot 1, Plan 41M 194, Town of Ingersoll. The lands are located on the north side of Feltz Drive, between McCreery Road and Shelton Drive, and are municipally known as 4 Feltz Drive.

**BACKGROUND INFORMATION:**

COUNTY OF OXFORD OFFICIAL PLAN:

Schedule “I-1”	Town of Ingersoll Land Use Plan	Low Density Residential
----------------	------------------------------------	-------------------------

TOWN OF INGERSOLL ZONING BY-LAW: Residential Type 1 Zone (R1)

SURROUNDING USES: surrounding uses are a mix of low density residential uses (single detached dwellings) and agricultural uses to the north (Township of Zorra).

**COMMENTS:**

(a) Purpose of the Application:

The owners are requesting relief from the above noted provisions of the Town's Zoning By-law to reduce the minimum rear yard depth to recognize the actual setback of the existing poured foundation and accommodate the construction of a new single detached dwelling on the subject property.

Through the review of this application it was also determined by the Town's Chief Building Official that the applicant will require relief from section **5.34 – Yard, Setback and Height, Permitted Encroachments**, Maximum Projection Permitted into Required Yards; to increase the maximum permitted projection into a required yard from 0.6 m (2 ft) to 0.94 m (3.08 ft) to accommodate for the eaves and overhang associated with the construction of the proposed new dwelling.

Although this variance was not requested or circulated, given the nature of the additional relief required staff are of the opinion that the additional relief has no material impact on impact the consideration of the proposal and therefore, does not warrant recirculation or additional public notice.

The subject property is approximately 545.88 m<sup>2</sup> (5,875.8 ft<sup>2</sup>) in area that contains a poured foundation, and has direct access to Feltz Drive.

Plate 1, Location & Existing Zoning Map, shows the location of the subject lands and the zoning in the immediate vicinity.

Plate 2, Air Photo (2015), shows the aerial view of the subject property and surrounding properties from 2015.

Plate 3, Applicant's Sketch, illustrates the location of the poured foundation in relation to the property lines.

(b) Agency Comments

The application was circulated to those agencies considered to have an interest in the proposal and the following comments were received:

The Town of Ingersoll Chief Building Official commented that the applicant will be required to provide foundation verification prior to backfill, prior to the issuance of a building permit. Construction has been stopped until such time as this variance is heard by the committee.

The Town of Ingersoll Engineer commented that they have no objection or concern with the proposed application, assuming all other setbacks from the zone provisions are met there will be no impacts on site grading.

The Town of Ingersoll Fire Department indicated that they had no comment or objections to the proposed application.

(c) Public Consultation:

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

(d) Intent and Purpose of the Official Plan:

The subject property is located within the 'Low Density Residential' designation according to the Residential Density Plan for the Town of Ingersoll, as contained in the Official Plan. Low Density Residential Areas include those lands that are primarily developed or planned for a variety of low-rise, low density housing forms including single detached, semi-detached, duplex, converted dwellings, quadraplexes (4 units), townhouses and low density cluster development. The use of the lands for a single detached dwelling conform to the 'Low Density Residential' policies of the Official Plan.

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

The subject property is zoned Residential Type 1 Zone (R1) in the Town's Zoning By-Law. The R1 zone permits a single detached dwelling.

The R1 zone requires a minimum rear yard depth of 7.5 m (24.6 ft) on a residential property. This requirement is intended to ensure that the lot provides adequate amenity area for the subject property. Rear yard depths are also intended to maintain adequate separation between buildings/structures and property lines to provide space for drainage, access and maintenance and to avoid adverse impacts on the normal use and enjoyment of abutting properties.

Further to this, the provisions for permitted projections into required yards for eaves and gutters are contained within the General Provisions Section of the Town's Zoning Bylaw. These provisions allow for gutters/eaves to project 0.6 m (2 ft) into any required yard. These provisions, similar to standard setback provisions, are intended to ensure adequate separation between buildings/structures and property lines to provide space for drainage, access and maintenance and to avoid adverse impacts on the normal use and enjoyment of abutting properties.

Based on the above, Planning staff are of the opinion that the proposed minor variances meet the general intent of the Zoning By-law, as the proposed addition will continue to provide adequate space amenity area and separation from neighboring properties. As per the Town Engineer's comments, it is not anticipated that the proposed variances will have any adverse impacts on matters of drainage and grading.

(f) Desirable Development/Use:

Planning staff are of the opinion that the requested relief will not impact neighboring property owners as the proposed construction of a single detached dwelling will continue to provide adequate space for amenity area, drainage and grading. The relief being sought is reflective of the nearest point on the foundation to the rear property line. As you move east, the foundation is built in compliance with the provisions of the zoning by-law.

Based on a review of the application and in consideration of the comments provided by the Town's Chief Building Official and Town Engineer, it is the opinion of Planning staff that the requested variances are minor in nature and the proposed dwelling represents desirable development of the property.

In light of the foregoing, it is the opinion of this Office that the requested relief meets the four tests of a minor variance and can be given favourable consideration.

**RECOMMENDATION:**

That the Town of Ingersoll Committee of Adjustment **approve** Application File A05-19, submitted by Jacob Hiebert for lands described as Lot 1, Plan 41M 194 in the Town of Ingersoll and further identified as 4 Feltz Drive, as it relates to:

1. Relief from the provisions of **Section 6.2 – Zone Provisions, Rear Yard, Minimum Depth;** to reduce the minimum required rear yard depth from 7.5 m (24.6 ft) to 7.16 m (23.4 ft) to recognize the location of an existing poured foundation and facilitate the construction of a single detached dwelling; and
2. Relief from the provisions of **5.34 – Yard, Setback and Height, Permitted Encroachments,** Maximum Projection Permitted into Required Yards; to increase the maximum permitted projection into a required yard from 0.6 m (2 ft) to 0.94 m (3.08 ft) to accommodate for the eaves and overhang associated with the construction of the proposed new dwelling.

The proposed relief meets the four tests of a minor variance as set out in Section 45(1) of the Planning Act as follows:

The proposed relief are minor variances from the provisions of the Town of Ingersoll Zoning By-law in that the relief is not anticipated to impact on the ability of the site to provide adequate space for parking, access, grading/drainage, and maintenance;

The proposed relief is desirable for the use of the land as the intended use is permitted by the Zoning By-law, is compatible with permitted uses in the area and will not negatively impact neighbouring properties;

The proposed relief maintains the general intent and purpose of the Town's Zoning By-law as the development is generally in keeping with the provisions of both the 'R1' zone and the 'General Provisions'; and

The relief maintains the intent and purpose of the Official Plan as the proposed residential addition will not impact the low density residential form contemplated by the Official Plan.

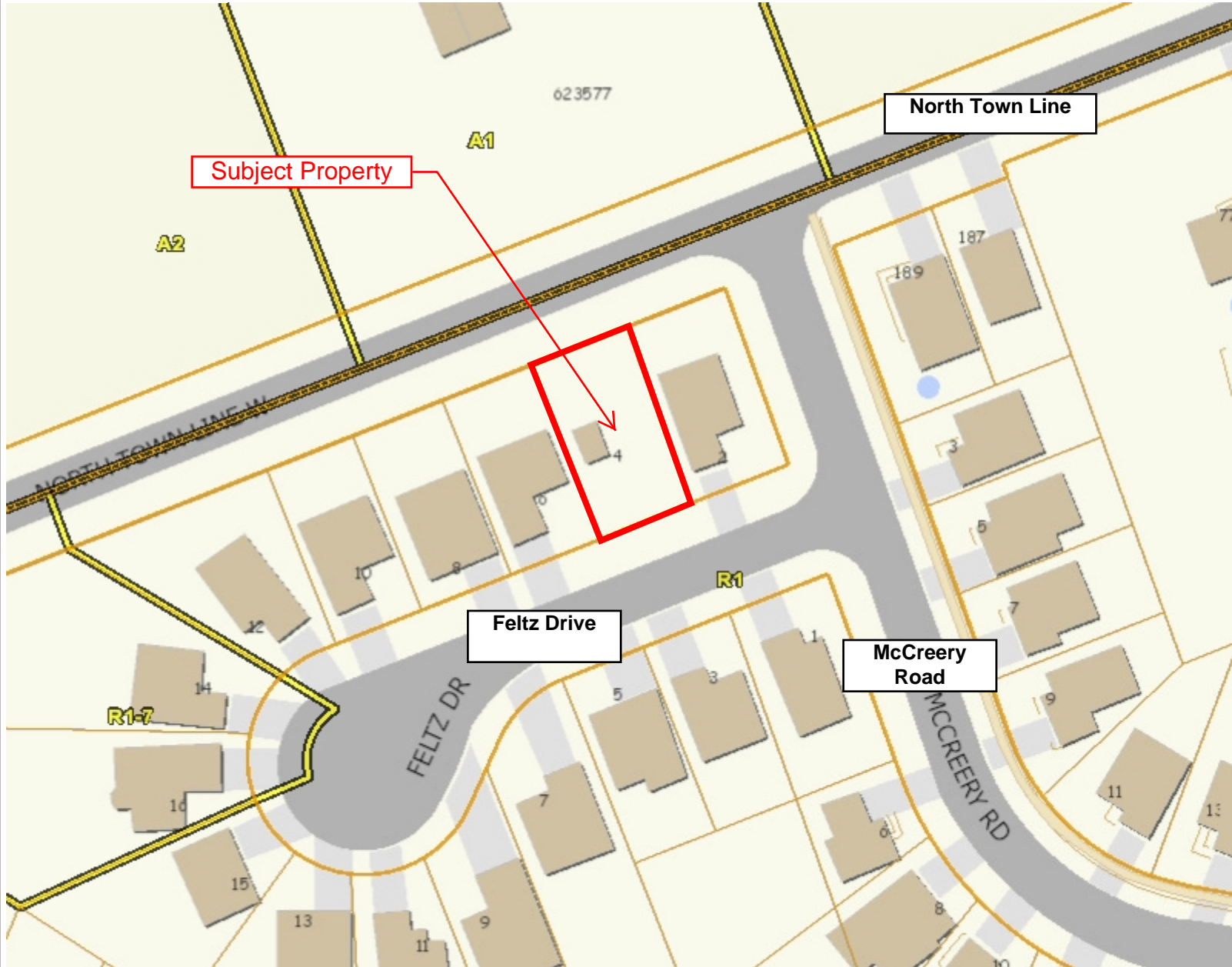
**Authored by:** *Original Signed by*

Adam Ager, MCIP, RPP, Development Planner

**Approved for submission:** *Original Signed by*

Gordon K. Hough, RPP, Director

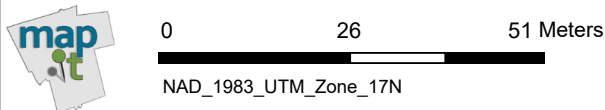




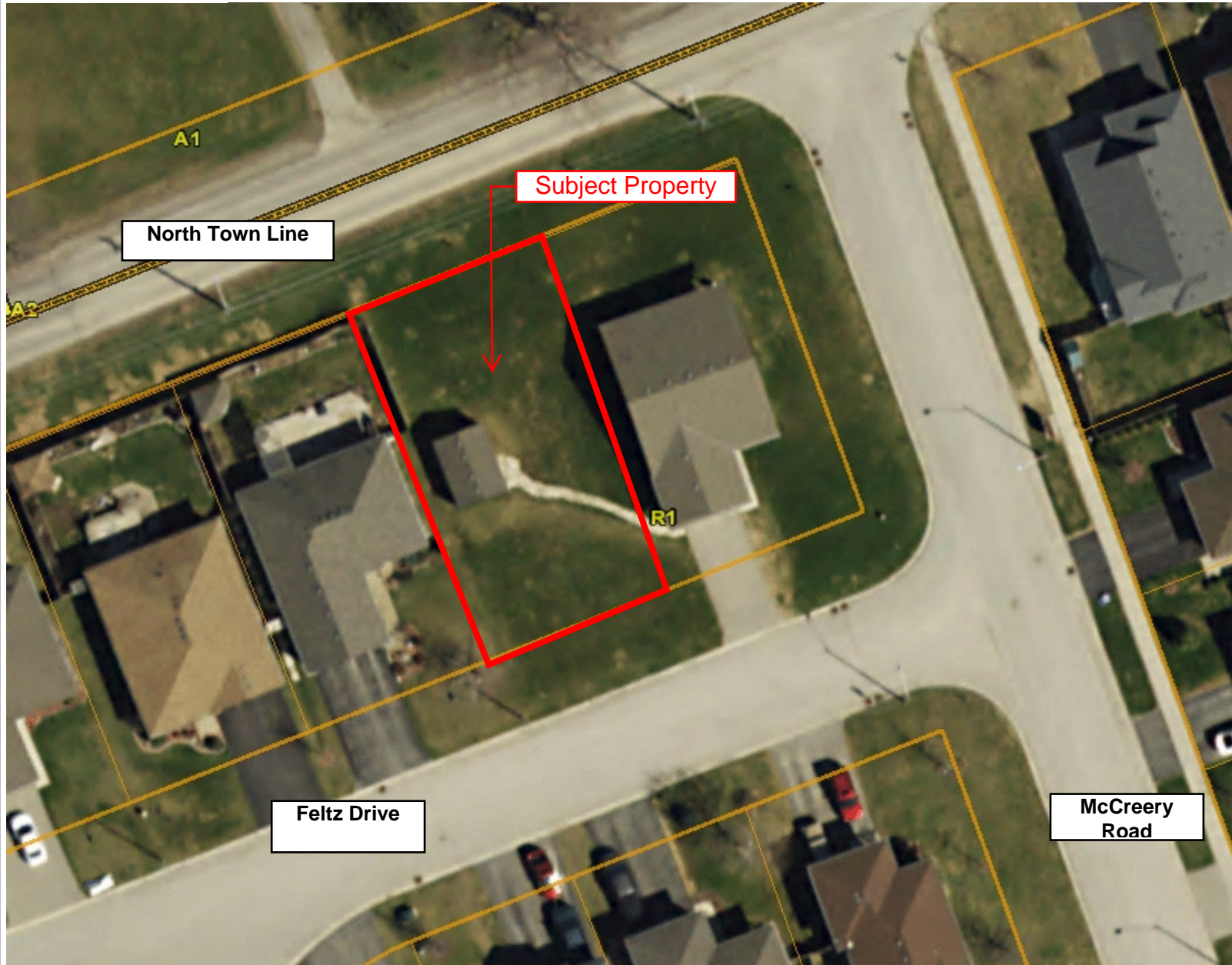
**Legend**

- Parcel Lines**
  - Property Boundary
  - Assessment Boundary
  - Unit
  - Road
  - Municipal Boundary
- Environmental Protection**
- Flood Overlay**
  - Flood Fringe
  - Floodway
  - Environmental Protection (EP1)
  - Environmental Protection (EP2)
- Zoning Floodlines**
- Regulation Limit**
  - 100 Year Flood Line
  - 30 Metre Setback
  - Conservation Authority Regulation Limit
  - Regulatory Flood And Fill Lines
- Land Use Zoning (Displays 1:16000 to 1:500)

**Notes**



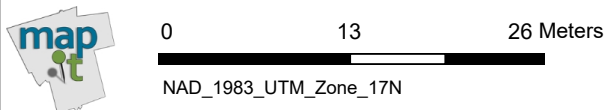
This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. This is not a plan of survey



**Legend**

- Parcel Lines**
  - Property Boundary
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**Notes**



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October 9, 2019





# Towards a Reasonable Balance:

Addressing growing municipal liability and insurance costs

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Submission to the Attorney General of Ontario

October 1, 2019

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Sent via email to: [doug.downeyco@pc.ola.org](mailto:doug.downeyco@pc.ola.org)  
[magpolicy@ontario.ca](mailto:magpolicy@ontario.ca)

October 1, 2019

The Honourable Doug Downey  
Attorney General of Ontario  
McMurtry-Scott Building, 11th Floor  
720 Bay Street  
Toronto, Ontario  
M7A 2S9

Dear Attorney General Downey,

Municipal governments accept the responsibility to pay their fair share of a loss. Always. Making it right and paying a fair share are the cornerstones of our legal system. Citizens expect nothing less of their local governments.

But what is a challenge for municipalities and property taxpayers alike, is being asked to assume someone else's responsibility for someone else's mistake. Municipal governments should not be the insurer of last resort. For municipalities in Ontario, however, the principle of joint and several liability ensures that they are just that.

Joint and several liability means higher insurance costs. It diverts property tax dollars from delivering public services. It has transformed municipalities into litigation targets while others escape responsibility. It forces municipal government to settle out-of-court for excessive amounts when responsibility is as low as 1%.

There must be a better way. There must be a better way to help ensure those who suffer losses are made whole again without asking municipalities to bear that burden alone. There must be a better way to be fair, reasonable, and responsible.

AMO welcomes the government's commitment to review joint and several liability. It is a complex issue that has many dimensions. Issues of fairness, legal principles, "liability chill", insurance failures and high insurance costs are all intertwined. Many other jurisdictions have offered additional protection for municipalities and AMO calls on the Ontario government to do the same.

What follows is a starting point for that discussion. Our paper reasserts key issues from AMO's 2010 paper, AMO's 2011 insurance cost survey, provides more recent examples, and details some possible solutions of which there are many options.

Municipalities are in the business of delivering public services. Municipal governments exist to connect people and to advance the development of a community. It is time to find a reasonable balance to prevent the further scaling back of public services owing to joint and several liability, "liability chill", or excessive insurance costs.



Together with the provincial government, I am confident we can find a better way.

Sincerely,

A handwritten signature in black ink, appearing to be 'JMCG', with a long horizontal line extending to the right.

Jamie McGarvey  
AMO President

## Executive Summary

AMO's advocacy efforts on joint and several liability in no way intends for aggrieved parties to be denied justice or damages through the courts. Rather, municipal governments seek to highlight the inequity of how much "deep pocket" defendants like municipalities are forced to pay, for both in and out of court settlements.

It is entirely unfair to ask property taxpayers to carry the lion's share of a damage award when a municipality is found at minimal fault or to assume responsibility for someone else's mistake.

Municipal governments cannot afford to be the insurer of last resort. The principle of joint and several liability is costing municipalities and taxpayers dearly, in the form of rising insurance premiums, service reductions and fewer choices. The *Negligence Act* was never intended to place the burden of insurer of last resort on municipalities.

As public organizations with taxation power and "deep pockets," municipalities have become focal points for litigation when other defendants do not have the means to pay. At the same time, catastrophic claim awards in Ontario have increased considerably. In part, joint and several liability is fueling exorbitant increases in municipal insurance premiums.

The heavy insurance burden and legal environment is unsustainable for Ontario's communities. Despite enormous improvements to safety, including new standards for playgrounds, pool safety, and better risk management practices, municipal insurance premiums and liability claims continue to increase. All municipalities have risk management policies to one degree or another and most large municipalities now employ risk managers precisely to increase health and safety and limit liability exposure in the design of facilities, programs, and insurance coverage. Liability is a top of mind consideration for all municipal councils.

Joint and several liability is problematic not only because of the disproportioned burden on municipalities that are awarded by courts. It is also the immeasurable impact of propelling municipalities to settle out of court to avoid protracted and expensive litigation for amounts that may be excessive, or certainly represent a greater percentage than their degree of fault.

Various forms of proportionate liability have now been enacted by all of Ontario's competing Great Lakes states. In total, 38 other states south of the border have adopted proportionate liability in specific circumstances to the benefit of municipalities. Many common law jurisdictions around the world have adopted legal reforms to limit the exposure and restore balance. With other Commonwealth jurisdictions and the majority of state governments in the United States having modified the rule of joint and several liability in favour of some form of proportionate liability, it is time for Ontario to consider various options.

There is precedence in Ontario for joint and several liability reform. The car leasing lobby highlighted a particularly expensive court award made in November of 2004 against a car leasing company by the victim of a drunk driver. The August 1997 accident occurred when the car skidded off a county road near Peterborough, Ontario. It exposed the inequity of joint and several liability for car leasing companies. The leasing companies argued to the government that the settlement had put them at a competitive disadvantage to lenders. They also warned that such liability conditions would likely drive some leasing and rental companies to reduce their business in Ontario. As a result, Bill 18 amended the *Compulsory Automobile Insurance Act*, the *Highway Traffic*



*Act* and the Ontario *Insurance Act* to make renters and lessees vicariously liable for the negligence of automobile drivers and capped the maximum liability of owners of rental and leased cars at \$1 million. While Bill 18 has eliminated the owners of leased and rented cars as “deep pocket” defendants, no such restrictions have been enacted to assist municipalities.

A 2011 survey conducted by AMO reveals that since 2007, liability premiums have increased by 22.2% and are among the fastest growing municipal costs. Total 2011 Ontario municipal insurance costs were \$155.2 million. Liability premiums made up the majority of these expenses at \$85.5 million. Property taxpayers are paying this price.

These trends are continuing. In August of 2019, it was reported the Town of Bradford West Gwillimbury faces a 59% insurance cost increase for 2019. This is just one example. AMO encourages the municipal insurance industry to provide the government with more recent data and trends to support the industry’s own arguments regarding the impact joint and several has on premiums.

Insurance costs disproportionately affect small municipalities. For 2011, the per capita insurance costs for communities with populations under 10,000 were \$37.56. By comparison, per capita costs in large communities with populations over 75,000 were \$7.71. Property taxpayers in one northern community are spending more on insurance than their library. In one southern county, for every \$2 spent on snowplowing roads, another \$1 is spent on insurance.

In 2016, the Ontario Municipal Insurance Exchange (OMEX), a not-for-profit insurer, announced that it was suspending reciprocal underwriting operations. The organization cited, a “low pricing environment, combined with the impact of joint and several liability on municipal claim settlements” as reasons for the decision. Fewer choices fuels premium increases.

Learning from other jurisdictions is important for Ontario. The Province of Saskatchewan has implemented liability reforms to support its municipalities. As a municipal lawyer at the time, Neil Robertson, QC was instrumental in laying out the arguments in support of these changes. Now a Justice of the Court of Queen’s Bench for Saskatchewan, AMO was pleased to have Neil Robertson prepare a paper and address AMO conference delegates in 2013. Much of the Saskatchewan municipal experience (which led to reforms) is applicable to the Ontario and the Canadian municipal context. Summarised below and throughout this paper are some of Robertson’s key findings.

Robertson found that, regardless of the cause, over the years municipalities in Canada have experienced an accelerating rate of litigation and an increase in amounts of damage awards. He noted these developments challenge municipalities and raise financial, operational and policy issues in the provision of public services.

Robertson describes the current Canadian legal climate as having placed municipalities in the role of involuntary insurer. Courts have assigned municipal liability where liability was traditionally denied and apportioned fault to municipal defendants out of proportion to municipal involvement in the actual wrong.

This increased exposure to liability has had serious ramifications for municipalities, both as a deterrent to providing public services which may give rise to claims and in raising the cost and reducing the availability of insurance. The cost of claims has caused insurers to reconsider not only

what to charge for premiums, but whether to continue offering insurance coverage to municipal clients.

Robertson also makes the key point that it is reasonable for municipal leaders to seek appropriate statutory protections. He wrote:

“Since municipalities exist to improve the quality of life for their citizens, the possibility of causing harm to those same citizens is contrary to its fundamental mission. Careful management and wise stewardship of public resources by municipal leaders will reduce the likelihood of such harm, including adherence to good risk management practices in municipal operations. But wise stewardship also involves avoiding the risk of unwarranted costs arising from inevitable claims.”

And, of course, a key consideration is the reality that insurance premiums, self-insurance costs, and legal fees divert municipal funds from other essential municipal services and responsibilities.

It is in this context that AMO appreciated the commitments made by the Premier and the Attorney General to review the principle of joint and several liability, the impact it has on insurance costs, and the influence “liability chill” has on the delivery of public services. Now is the time to deliver provincial public policy solutions which address these issues.

## Recommendations

AMO recommends the following measures to address these issues:

1. The provincial government adopt a model of full proportionate liability to replace joint and several liability.
2. Implement enhancements to the existing limitations period including the continued applicability of the existing 10-day rule on slip and fall cases given recent judicial interpretations, and whether a 1-year limitation period may be beneficial.
3. Implement a cap for economic loss awards.
4. Increase the catastrophic impairment default benefit limit to \$2 million and increase the third-party liability coverage to \$2 million in government regulated automobile insurance plans.
5. Assess and implement additional measures which would support lower premiums or alternatives to the provision of insurance services by other entities such as non-profit insurance reciprocals.
6. Compel the insurance industry to supply all necessary financial evidence including premiums, claims, and deductible limit changes which support its, and municipal arguments as to the fiscal impact of joint and several liability.
7. Establish a provincial and municipal working group to consider the above and put forward recommendations to the Attorney General.

## Insurance Cost Examples

The government has requested detailed information from municipalities regarding their insurance costs, coverage, deductibles, claims history, and out-of-court settlements. Municipalities have been busy responding to a long list of provincial consultations on a wide range of topics. Some of the information being sought is more easily supplied by the insurance industry. AMO's 2011 survey of insurance costs produced a sample size of 122 municipalities and assessed insurance cost increases over a five-year period. The survey revealed an average premium increase which exceeded 20% over that period.

All of the same forces remain at play in 2019 just as they were in 2011. Below are some key examples.

**Ear Falls** - The Township of Ear Falls reports that its insurance premiums have increased 30% over five years to \$81,686. With a population of only 995 residents (2016), this represents a per capita cost of \$82.09. This amount is a significant increase from AMO's 2011 Insurance Survey result. At that time, the average per capita insurance cost for a community with a population under 10,000 was \$37.56. While the Township has not been the subject of a liability claim, a claim in a community of this size could have significant and long-lasting financial and service implications. The Township has also had to impose stricter insurance requirements on groups that rent municipal facilities. This has had a negative impact on the clubs and volunteers' groups and as a consequence, many have cut back on the service these groups provide to the community.

**Central Huron** - For many years the municipality of Central Huron had a deductible of \$5,000. In 2014, the deductible was increased to \$15,000 to help reduce insurance costs. The municipality also increased its liability coverage in 2014 and added cyber security coverage in 2018. The combined impact of these changes represents a premium cost of \$224,774 in 2019, up from \$141,331 in 2010. Per capita costs for insurance alone are now \$29.67.

**Huntsville** - Since 2010, the Town of Huntsville reports an insurance premium increase of 67%. In 2019 this represented about 3.75% of the town's property tax levy. At the same time, Huntsville's deductible has increased from \$10,000 to \$25,000. The town also reports a reluctance to hold its own events for fear of any claims which may affect its main policy. Additional coverage is purchased for these events and these costs are not included above.

**Ottawa** - In August 2018, the City began working with its insurance broker, Aon Risk Solutions ("Aon"), to prepare for the anticipated renewal of the Integrated Insurance Program in April 2019. As the cost of the City's insurance premiums had risen by approximately 25% between 2017 and 2018, this early work was intended to ensure that any further increase could be properly accounted for through the 2019 budget process. Early indications of a possible further 10% premium increase prompted the City and Aon in late 2018 to explore options for a revised Program, and to approach alternative markets for the supply of insurance.

On January 11, 2019, an OC Transpo bus collided with a section of the Westboro Station transit shelter, resulting in three fatalities and numerous serious injuries. This was the second major incident involving the City's bus fleet, following approximately five years after the OC Transpo - VIA train collision in September 2013.

The January 2019 incident prompted insurance providers to re-evaluate their willingness to participate in the City Program. Despite Aon’s work to secure an alternative provider, only Frank Cowan Company (“Cowan”), the City’s existing insurer, was prepared to offer the City an Integrated Insurance Program. Cowan’s offer to renew the City’s Program was conditional on revised terms and limits and at a significant premium increase of approximately 84%, or nearly \$2.1 million per year. According to Cowan, these changes and increases were attributable to seven principle factors, including Joint and Several Liability:

1. Escalating Costs of Natural Global Disasters;
2. Joint and Several Liability;
3. Claims Trends (in the municipal sector);
4. Increasing Damage Awards;
5. Class Action Lawsuits;
6. New and/or Adverse Claims Development; and,
7. Transit Exposure.

Cowan also indicated that the primary policy limits for the 2019-2020 renewal would be lowered from \$25 million to \$10 million per occurrence, thereby raising the likelihood of increased costs for the City’s excess liability policies.

## Joint and Several in Action - Recent Examples

The following examples highlight joint and several in action. The following examples have occurred in recent years.

**GTA Municipality** – A homeowner rented out three separate apartments in a home despite being zoned as a single-family dwelling. After a complaint was received, bylaw inspectors and Fire Prevention Officers visited the property. The landlord was cautioned to undertake renovations to restore the building into a single-family dwelling. After several months of non-compliance, charges under the fire code were laid. The owner was convicted and fined. A subsequent visit by Fire Prevention Officers noted that the required renovations had not taken place. Tragically, a fire occurred which resulted in three fatalities. Despite having undertaken corrective action against the homeowner, joint and several liability loomed large. It compelled the municipality to make a payment of \$504,000 given the 1% rule.

**City of Ottawa** - A serious motor vehicle accident occurred between one of the City’s buses and an SUV. The collision occurred at an intersection when the inebriated driver of the SUV failed to stop at a red light and was struck by the City bus. This collision resulted in the deaths of the SUV driver and two other occupants, and also seriously injured the primary Plaintiff, the third passenger in the SUV. The secondary action was brought by the family of one of the deceased passengers.

The Court ultimately concluded that the City was 20% liable for the collision, while the SUV driver was 80% at fault. Despite the 80/20 allocation of fault, the City was required to pay all of the approximately \$2.1 million in damages awarded in the primary case and the \$200,000 awarded in the secondary case, bringing the amount paid by the City to a total that was not proportionate to its actual liability. This was due to the application of the principle of joint and several liability, as well as the interplay between the various automobile insurance policies held by the SUV owner and

passengers, which is further explained below. Although the City appealed this case, the Ontario Court of Appeal agreed with the findings of the trial judge and dismissed it.

This case was notable for the implications of various factors on the insurance policies held by the respective parties. While most automobile insurance policies in Ontario provide for \$1 million in third party liability coverage, the insurance for the SUV was reduced to the statutory minimum of \$200,000 by virtue of the fact that the driver at the time of the collision had a blood alcohol level nearly three times the legal limit for a fully licensed driver. This was contrary to the requirements of his G2 license, which prohibit driving after the consumption of any alcohol. Further, while the Plaintiff passengers' own respective insurance provided \$1 million in coverage for underinsured motorists (as the SUV driver was at the time), this type of coverage is triggered only where no other party is in any way liable for the accident. As a result, the primary Plaintiff could only effectively recover the full \$2.1 million in damages if the Court attributed even a small measure of fault to another party with sufficient resources to pay the claim.

In determining that the City was at least partially responsible for the collision, the Court held that the speed of the bus – which according to GPS recordings was approximately 6.5 km/h over the posted limit of 60 kilometres an hour – and momentary inattention were contributing factors to the collision.

To shorten the length of the trial by approximately one week and accordingly reduce the legal costs involved, the parties had earlier reached an agreement on damages and that the findings regarding the primary Plaintiff would apply equally to the other. The amount of the agreement-upon damages took into account any contributory negligence on the part of the respective Plaintiffs, attributable to such things as not wearing a seat belt.

**City of Ottawa, 2<sup>nd</sup> example** – A Plaintiff was catastrophically injured when, after disembarking a City bus, he was struck by a third-party motor vehicle. The Plaintiff's injuries included a brain injury while his impairments included incomplete quadriplegia.

As a result of his accident, the Plaintiff brought a claim for damages for an amount in excess of \$7 million against the City and against the owner and driver of the third-party vehicle that struck him. Against the City, the Plaintiff alleged that the roadway was not properly designed and that the bus stop was placed at an unsafe location as it required passengers to cross the road mid-block and not at a controlled intersection.

Following the completion of examinations for discovery, the Plaintiff's claim against the Co-Defendant (the driver of the vehicle which struck the plaintiff) was resolved for \$1,120,000 comprising \$970,000 for damages and \$120,000 for costs. The Co-Defendant's policy limit was \$1 million. The claim against the City was in effect, a "1% rule" case where the City had been added to the case largely because the Co-Defendant's insurance was capped at \$1 million, which was well below the value of the Plaintiff's claim.

On the issue of liability, the pre-trial judge was of the view that the City was exposed to a finding of some liability against it on the theory that, because of the proximity of the bus stop to a home for adults with mental health issues, the City knew or should have known that bus passengers with cognitive and/or physical disabilities would be crossing mid-block at an unmarked crossing. This, according to the judge, could have resulted in a finding being made at trial that the City should

either have removed the bus stop or alternatively, should have installed a pedestrian crossing at this location.

The judge assessed the Plaintiff's damages at \$7,241,000 exclusive of costs and disbursements which he then reduced to \$4,602,930 exclusive of costs and disbursements after applying a reduction of 27.5% for contributory negligence and subtracting the \$970,000 payment made by the Co-Defendant's insurer.

Settlement discussions took place and the judge recommended that the matter be resolved for \$3,825,000 plus costs of \$554,750 plus HST plus disbursements.

## Joint and Several Liability in Action - Other notable cases

**Deering v Scugog** - A 19-year-old driver was driving at night in a hurry to make the start time of a movie. She was travelling on a Class 4 rural road that had no centerline markings. The Ontario Traffic Manual does not require this type of road to have such a marking. The driver thought that a vehicle travelling in the opposite direction was headed directly at her. She swerved, over-corrected and ended up in a rock culvert. The Court found the Township of Scugog 66.7% liable. The at-fault driver only carried a \$1M auto insurance policy.

**Ferguson v County of Brant** - An inexperienced 17-year-old male driver was speeding on a road when he failed to navigate a curve which resulted in him crossing the lane into oncoming traffic, leaving the roadway, and striking a tree. The municipality was found to have posted a winding road sign rather than a sharp curve sign. The municipality was found 55% liable.

**Safranyos et al v City of Hamilton** - The plaintiff was leaving a drive-in movie theatre with four children in her vehicle at approximately 1 AM. She approached a stop sign with the intention of turning right onto a highway. Although she saw oncoming headlights she entered the intersection where she was struck by a vehicle driven 15 km/h over the posted speed limit by a man who had just left a party and was determined by toxicologists to be impaired. The children in the plaintiff's vehicle suffered significant injuries. The City was determined to be 25% liable because a stop line had not been painted on the road at the intersection.

**Mortimer v Cameron** - Two men were engaged in horseplay on a stairway and one of them fell backward through an open door at the bottom of a landing. The other man attempted to break the first man's fall and together they fell into an exterior wall that gave way. Both men fell 10 feet onto the ground below, one of whom was left quadriplegic. The trial judge determined both men were negligent, but that their conduct did not correspond to the extent of the plaintiff's injuries. No liability was attached to either man. The building owner was determined to be 20% and the City of London was found to be 80% liable. The Court awarded the plaintiff \$5 M in damages. On appeal, the City's liability was reduced to 40% and building owner was determined to be 60% liable. The City still ended up paying 80% of the overall claim.

## 2011 Review of Joint and Several Liability – Law Commission of Ontario

In February 2011 the Law Commission of Ontario released a report entitled, *"Joint and Several Liability Under the Ontario Business Corporations Act"*. This review examined the application of

joint and several liability to corporate law and more specifically the relationship between the corporation and its directors, officers, shareholders and stakeholders.

Prior to the report's release, AMO made a submission to the Law Commission of Ontario to seek to expand its review to include municipal implications. The Law Commission did not proceed with a broader review at that time, but the context of its narrower scope remains applicable to municipalities. In fact, many of the same arguments which support reform in the realm of the *Business Corporations Act*, are the same arguments which apply to municipal governments.

Of note, the Law Commission's<sup>1</sup> report highlighted the following in favour of reforms:

**Fairness:** "it is argued that it is unfair for a defendant, whose degree of fault is minor when compared to that of other defendants, to have to fully compensate a plaintiff should the other defendants be insolvent or unavailable."

**Deep Pocket Syndrome:** "Joint and several liability encourages plaintiffs to unfairly target defendants who are known or perceived to be insured or solvent."

**Rising Costs of Litigation, Insurance, and Damage Awards:** "Opponents of the joint and several liability regime are concerned about the rising costs of litigation, insurance, and damage awards."

**Provision of Services:** "The Association of Municipalities of Ontario identifies another negative externality of joint and several liability: municipalities are having to delay or otherwise cut back services to limit exposure to liability."

The Law Commission found that the principle of joint and several liability should remain in place although it did not explicitly review the municipal situation.

## 2014 Resolution by the Ontario Legislature and Review by the Attorney General

Over 200 municipalities supported a motion introduced by Randy Pettapiece, MPP for Perth-Wellington which called for the implementation a comprehensive, long-term solution in 2014. That year, MPPs from all parties supported the Pettapiece motion calling for a reform joint and several liability.

Later that year the Ministry of the Attorney General consulted on three options of possible reform:

### 1. The Saskatchewan Model of Modified Proportionate Liability

Saskatchewan has adopted a modified version of proportionate liability that applies in cases where a plaintiff is contributorily negligent. Under the Saskatchewan rule, where a plaintiff is contributorily negligent and there is an unfunded liability, the cost of the unfunded liability is split among the remaining defendants and the plaintiff in proportion to their fault.

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<sup>1</sup> Law Commission of Ontario. "Joint and Several Liability Under the Ontario *Business Corporations Act*." Final Report, February 2011 Pages 22-25.

## 2. Peripheral Wrongdoer Rule for Road Authorities

Under this rule, a municipality would never be liable for more than two times its proportion of damages, even if it results in the plaintiff being unable to recover full damages.

## 3. A combination of both of the above

Ultimately, the government decided not to pursue any of the incremental policy options ostensibly because of uncertainty that insurance cost reductions would result. This was a disappointing result for municipalities.

While these reviews did not produce results in Ontario, many other common law jurisdictions have enacted protections for municipalities. What follows are some of the options for a different legal framework.

## Options for Reform – The Legal Framework

To gain a full appreciation of the various liability frameworks that could be considered, for comparison, below is a description of the current joint and several liability framework here in Ontario. This description will help to reader to understand the further options which follow.

This description and the alternatives that follow are taken from the Law Commission of Ontario's February 2011 Report entitled, *"Joint and Several Liability Under the Ontario Business Corporations Act"* as referenced above.<sup>2</sup>

### Understanding the Status Quo and Comparing it to the Alternatives

Where three different defendants are found to have caused a plaintiff's loss, the plaintiff is entitled to seek full payment (100%) from any one of the defendants. The defendant who fully satisfies the judgment has a right of contribution from the other liable parties based on the extent of their responsibility for the plaintiff's loss.

For example, a court may find defendants 1 (D1), 2 (D2) and 3 (D3) responsible for 70%, 20%, and 10% of the plaintiff's \$100,000 loss, respectively. The plaintiff may seek to recover 100% of the loss from D2, who may then seek contribution from D1 and D3 for their 70% and 10% shares of the loss. If D1 and/or D3 is unable to compensate D2 for the amount each owes for whatever reason, such as insolvency or unavailability, D2 will bear the full \$100,000 loss. The plaintiff will be fully compensated for \$100,000, and it is the responsibility of the defendants to apportion the loss fairly between them.

The descriptions that follow are abridged from pages 9-11 of the Law Commission of Ontario's report. These are some of the key alternatives to the status quo.

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<sup>2</sup> Ibid. Page 7.



## 1. Proportionate Liability

### a) Full Proportionate Liability

A system of full proportionate liability limits the liability of each co-defendant to the proportion of the loss for which he or she was found to be responsible. Per the above example, (in which Defendant 1 (D1) is responsible for 70% of loss, Defendant 2 (D2) for 20% and Defendant 3 (D3) for 10%), under this system, D2 will only be responsible for \$20,000 of the \$100,000 total judgement: equal to 20% of their share of the liability. Likewise, D1 and D3 will be responsible for \$70,000 and \$10,000. If D1 and D3 are unable to pay, the plaintiff will only recover \$20,000 from D2.

### b) Proportionate Liability where Plaintiff is Contributorily Negligent

This option retains joint and several liability when a blameless plaintiff is involved. This option would cancel or adjust the rule where the plaintiff contributed to their loss. As in the first example, suppose the plaintiff (P) contributed to 20% of their \$100,000 loss. D1, D2 and D3 were responsible for 50%, 20% and 10% of the \$100,000. If D1 and D3 are unavailable, P and D2 will each be responsible for their \$20,000 shares. The plaintiff will remain responsible for the \$60,000 shortfall as a result of the absent co-defendants' non-payment (D1 and D3).

### c) Proportionate Liability where Plaintiff is Contributorily Negligent with a Proportionate Reallocation of an Insolvent, Financially Limited or Unavailable Defendant's Share

In this option of proportionate liability, the plaintiff and remaining co-defendants share the risk of a defendant's non-payment. The plaintiff (P) and co-defendants are responsible for any shortfall in proportion to their respective degrees of fault.

Using the above example of the \$100,000 total judgement, with a shortfall payment of \$50,000 from D1 and a shortfall payment \$10,000 from D3, P and D2 must pay for the missing \$60,000. P and D2 have equally-apportioned liability, which causes them to be responsible for half of each shortfall - \$25,000 and \$5,000 from each non-paying defendant. The burden is shared between the plaintiff (if determined to be responsible) and the remaining defendants.

### d) Proportionate Liability with a Peripheral Wrongdoer

Under this option, a defendant will be proportionately liable only if their share of the liability falls below a specified percentage, meaning that liability would be joint and several. Using the above example, if the threshold amount of liability is set at 25%, D2 and D3 would only be responsible for 20% and 10%, regardless of whether they are the only available or named defendants. However, D1 may be liable for 100% if it is the only available or named defendant. This system tends to favour defendants responsible for a small portion of the loss, but the determination of the threshold amount between joint and several liability and proportionate liability is arbitrary.

### e) Proportionate Liability with a Reallocation of Some or All of an Insolvent or Unavailable Defendant's Share

This option reallocates the liability of a non-paying defendant among the remaining defendants in proportion to their respective degrees of fault. The plaintiff's contributory negligence does not

impact the application of this reallocation. Joint and several liability would continue to apply in cases of fraud or where laws were knowingly violated.

#### **f) Court Discretion**

Similar to the fraud exception in the option above, this option includes giving the courts discretion to apply different forms of liability depending on the case.

For example, if a particular co-defendant's share of the fault was relatively minor the court would have discretion to limit that defendant's liability to an appropriate portion.

### **2. Legislative Cap on Liability**

Liability concerns could be addressed by introducing a cap on the amount of damages available for claims for economic loss.

### **3. Hybrid**

A number of jurisdictions provide a hybrid system of proportionate liability and caps on damages. Co-defendants are liable for their portion of the damages, but the maximum total amount payable by each co-defendant is capped to a certain limit.

## **The Saskatchewan Experience**

As referenced earlier in this paper, the Province of Saskatchewan responded with a variety of legislative actions to assist municipalities in the early 2000s. Some of those key developments are listed below which are abridged from "*A Question of Balance: Legislative Responses to Judicial Expansion of Municipal Liability – the Saskatchewan Experience.*" The paper was written by Neil Robertson, QC and was presented to the annual conference of the Association of Municipalities of Ontario in 2013. Two key reforms are noted below.

#### **1. Reforming joint and several liability by introducing modified proportionate liability: "The Contributory Negligence Act" amendments**

The *Contributory Negligence Act* retained joint and several liability, but made adjustments in cases where one or more of the defendants is unable to pay its share of the total amount (judgement). Each of the parties at fault, including the plaintiff if contributorily negligent, will still have to pay a share of the judgement based on their degree of fault. However, if one of the defendants is unable to pay, the other defendants who are able to pay are required to pay only their original share and an additional equivalent share of the defaulting party's share.

The change in law allows municipalities to reach out-of-court settlements, based on an estimate of their degree of fault. This allows municipalities to avoid the cost of protracted litigation.

Neil Robertson provided the following example to illustrate how this works in practise:

"...If the owner of a house sues the builder for negligent construction and the municipality, as building authority, for negligent inspection, and all three are found equally at fault, they would each be apportioned 1/3 or 33.3%. Assume the damages are \$100,000. If the builder has no funds, then the municipality would pay only its share (\$33,333) and a 1/3 share of the builder's defaulting share

(1/3 of \$33,333 or \$11,111) for a total of \$44,444 (\$33,333 + \$11,111), instead of the \$66,666 (\$33,333 + \$33,333) it would pay under pure joint and several liability.”

This model will be familiar to municipal leaders in Ontario. In 2014, Ontario’s Attorney General presented this option (called the Saskatchewan Model of Modified Proportionate Liability) for consideration. At the time, over 200 municipal councils supported the adoption of this option along with the “Peripheral Wrongdoer Rule for Road Authorities” which would have seen a municipality never be liable for more than two times its proportion of damages, even if it results in the plaintiff being unable to recover full damages. These two measures, if enacted, would have represented a significant incremental step to address the impact of joint and several to Ontario municipalities.

## **2. Providing for uniform limitation periods while maintaining a separate limitation period for municipalities: “The Limitations Act”**

This act established uniform limitation periods replacing many of the pre-existing limitation periods that had different time periods. The Municipal Acts in Saskatchewan provide a uniform one-year limitation period “from time when the damages were sustained” in absolute terms without a discovery principle which can prolong this period. This helps municipalities to resist “legacy” claims from many years beforehand. This act exempts municipalities from the uniform two-year discoverability limitation period.

Limitation periods set deadlines after which claims cannot be brought as lawsuits in the courts. The legislation intends to balance the opportunity for potential claimants to identify their claims and, if possible, negotiate a settlement out of court before starting legal action with the need for potential defendants to “close the books” on claims from the past.

The reasoning behind these limitations is that public authorities, including municipalities, should not to be punished by the passage of time. Timely notice will promote the timely investigation and disposition of claims in the public interest. After the expiry of a limitation period, municipalities can consider themselves free of the threat of legal action, and continue with financial planning without hurting “the public taxpayer purse”. Municipalities are mandated to balance their budgets and must be able to plan accordingly. Thus, legacy claims can have a very adverse affect on municipal operations.

Here in Ontario, there is a uniform limitations period of two years. Municipalities also benefit from a 10-day notice period which is required for slip and fall cases. More recently, the applicability of this limitation deadline has become variable and subject to judicial discretion. Robertson’s paper notes that in Saskatchewan, courts have accepted the one-year limitations period. A further examination of limitations in Ontario may yield additional benefits and could include the one-year example in Saskatchewan and/or the applicability of the 10-day notice period for slip and fall cases.

### **Other Saskatchewan reforms**

Saskatchewan has also implemented other reforms which include greater protections for building inspections, good faith immunity, duty of repair, no fault insurance, permitting class actions, and limiting nuisance actions. Some of these reforms are specific to Saskatchewan and some of these currently apply in Ontario.

## Insurance Related Reforms

### Government Regulated Insurance Limits

The April 2019 provincial budget included a commitment to increase the catastrophic impairment default benefit limit to \$2 million. Public consultations were led by the Ministry of Finance in September 2019. AMO wrote to the Ministry in support of increasing the limit to \$2 million to ensure more adequate support those who suffer catastrophic impairment.

In 2016, the government lowered this limit as well as third-party liability coverage to \$200,000 from \$1 million. This minimum should also be also be increased to \$2 million to reflect current actual costs. This significant deficiency needs to be addressed.

### Insurance Industry Changes

In 1989 the Ontario Municipal Insurance Exchange (OMEX) was established as a non-profit reciprocal insurance provider for Ontario's municipalities. It ceased operations in 2016 citing, "[a] low pricing environment, combined with the impact of joint & several liability on municipal claim settlements has made it difficult to offer sustainable pricing while still addressing the municipalities' concern about retro assessments."<sup>3</sup> (Retro assessments meant paying additional premiums for retroactive coverage for "long-tail claims" which made municipal budgeting more challenging.)

The demise of OMEX has changed the municipal insurance landscape in Ontario. That joint and several liability is one of the key reasons listed for the collapse of a key municipal insurer should be a cause for significant concern. Fewer choices fuels cost. While there are other successful municipal insurance pools in Ontario, the bulk of the insurance market is dominated by for-profit insurance companies.

Reciprocal non-profit insurers are well represented in other areas across Canada. Municipalities in Saskatchewan, Alberta, British Columbia are all insured by non-profit reciprocals.

The questions for policy makers in Ontario:

Are there any provincial requirements or regulations which could better support the non-profit reciprocal municipal insurance market?

What actions could be taken to better protect municipalities in Ontario in sourcing their insurance needs?

How can we drive down insurance costs to better serve the needs of municipal property taxpayers?

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<sup>3</sup> Canadian Underwriter, August 11, 2016 <https://www.canadianunderwriter.ca/insurance/ontario-municipal-insurance-exchange-suspends-underwriting-operations-1004098148/>

## Conclusion

This AMO paper has endeavoured to refresh municipal arguments on the need to find a balance to the issues and challenges presented by joint and several liability. It has endeavoured to illustrate that options exist and offer the reassurance that they can be successfully implemented as other jurisdictions have done.

Finding solutions that work will require provincial and municipal commitment. Working together, we can find a better way that is fair, reasonable, and responsible. It is time to find a reasonable balance.



**Corporation of the Town of Ingersoll  
By-Law 19-5047**

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**A By-law to authorize the execution of a lease agreement between The Corporation of the Town of Ingersoll and Ingersoll Services for Seniors**

**WHEREAS** The Corporation of the Town of Ingersoll wishes to enter into a lease agreement with Ingersoll Services for Seniors;

**NOW THEREFORE**, the Council of the Corporation of the Town of Ingersoll enacts as follows:

1. That the Mayor and Clerk are hereby authorized and directed to execute a lease agreement with Ingersoll Services for Seniors.
2. That a copy of the said agreement is attached hereto as Schedule 'A' and forms part of this by-law.

**READ** a first and second time in Open Council this 15th day of October, 2019.

**READ** a third time in Open Council and passed this 15th day of October, 2019.

\_\_\_\_\_  
**Edward (Ted) Comiskey, Mayor**

\_\_\_\_\_  
**Michael Graves, Clerk**

THIS INDENTURE made in duplicate as of the date set out in Schedule "A" hereto, in pursuance of The Short Forms of Leases Act  
BETWEEN:

THE CORPORATION OF THE TOWN OF INGERSOLL, DESCRIBED IN  
SCHEDULE "A" HERETO,  
(Hereinafter called the "LANDLORD"),  
OF THE FIRST PART;

-and-

INGERSOLL SERVICES FOR SENIORS, DESCRIBED IN SCHEDULE  
"A" HERETO,

(Hereinafter called the  
"TENANT"), OF THE SECOND  
PART.

IN CONSIDERATION of the rent reserved and the covenants herein contained on the part of the Tenant, the Landlord grants this Lease to the Tenant on the terms hereof, and in consideration of the lease and covenants of the Landlord, the Tenant accepts this Lease and the parties covenant as follows:

1. THE LANDLORD hereby leases to the Tenant the premises described in Schedule "B" hereto (herein called the "premises").
2. TO HAVE AND TO HOLD the premises for the term set out in Schedule "A" hereto.
3. IN THE EVENT the Tenant remains in occupation of the premises without the Landlord's written consent after the expiration of the term or any renewal thereof, the Tenant shall be deemed to be a Tenant from month to month and tenancy may be terminated on one (1) month's written notice.
4. THE TENANT AGREES to pay to the Landlord annual rent in the amount and manner and at the times set out in Schedule "A" hereto.
5. THE TENANT covenants with the Landlord to pay:
  - a. the annual rent in accordance with the terms hereto;
  - b. to take out and maintain at its own expense, in the name of the Landlord and the Tenant, the following insurance:
  - c. comprehensive general liability insurance in an amount of at least Five Million (\$5,000,000.00) Dollars; and,
  - d. tenant's legal liability policy which limits shall not be less than Two Million (\$2,000,000) Dollars and which the Landlord and Tenant are parties insured.

There shall be no right of subrogation against the Landlord with respect to either policy. The Tenant shall deliver to the Landlord upon request certificates of insurance and renewals thereof from time to time during the term of this Lease.

6. ALL ANNUAL RENT and other amounts required to be paid by the Tenant hereunder shall be paid without any deduction, abatement or setoff, it being the intention of this Lease that all costs, expenses, payments and outgoings incurred in respect to the premises shall, (unless otherwise stipulated

herein to the contrary), be paid by the Tenant. The Landlord shall pay all premiums of insurance for fire and extended perils on the building and all realty taxes.

7. THE TENANT further covenants with the Landlord:
- a. To, on demand, operate, maintain and keep the leased premises and every part thereof and the drains, connections and appurtenances thereto stoves, heaters, light fixtures, including ballasts and bulbs, wall and floor coverings, ceiling in good repair, order and condition,
  - b. and to contact the landlord to request repairs or to notify the landlord that repairs are being completed by a contractor agreed upon by both parties, when repairs are needed to drains, connections and appurtenances thereto stoves, heaters, light fixtures, including ballasts, wall and floor coverings, ceilings and to, on demand, pay for all repairs and replacements that shall be reasonably necessary.
  - c. To comply with all laws, by-laws, regulations and legal requirements of all governments, municipal, fire, health and other authorities, including the Canadian Underwriters Association, or anybody having similar functions.
  - d. To assume the sole responsibility for the condition, operation, maintenance and management of the premises. The Landlord shall have no liability for damage to the Tenant's property on the premises on any account or for any reasons other than the negligence of the landlord.
  - e. That it will not assign or sublet the premises without the written consent of the landlord which may not be arbitrarily or unreasonably withheld. This includes allowing 3<sup>rd</sup> party organizations to use the facilities free of charge for storage or office space.
  - f. To give the landlord notice of any accident or defect observed upon the premises likely to cause or causing substantial damage to the premises.
  - (f) To permit the landlord to inspect the premises at reasonable times and to show the premises to persons wishing to rent the same during the last six (6) months of the term or of any renewal term, and to show the premises at reasonable times to any person interested in purchasing the building, and to allow a sign to be placed advertising the space.
  - (g) To keep the premises in a clean and wholesome condition and not to allow its refuse or garbage to accumulate in or about the premises.
  - (h) To defend, indemnify and save harmless the Landlord its elected officials, officers, employees and agents from and against any claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of any nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions,



misfeasance, nonfeasance, fraud or willful misconduct of the Tenant, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this lease. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Supplier in accordance with this lease, and shall survive this lease.

The Tenant agrees to defend, indemnify and save harmless the Landlord from and against any and all claims or any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the Supplier's status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the Supplier in accordance with this lease, and shall survive this lease

- (i) To leave the premises in good repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted.
- (j) To use the premises only for the purpose set out in Schedule "A" hereto.
- (k) To pay to the Landlord, on demand, the amount by which any premium for the insurance on the building shall be increased during the term or any renewal, if such increase is caused by the Tenant's occupancy or use of the premises, or any act or omission of the Tenant.
- (l) To keep the premises clean and in a neat and wholesome condition and to take all necessary steps to ensure that the operation of the Tenant's business is carried out so that, in the opinion of the Landlord acting reasonably there is no hazard or danger to other tenants or persons.
- (m) Not to store, warehouse or otherwise leave any product, material or other matter of any kind outside the premises in any other part of the building or on the adjoining grounds, save and except on lands expressly leased to the Tenant under this Lease.
- (n) To be responsible for any and all glass breakage on the portion of the premises occupied by the Tenant if caused by the Tenant.
- (o) Not to bring upon the premises or any part thereof any machinery, equipment, article or thing by reason of its weight or size which might damage the premises, and not at any time to overload the floors of the premises and If any damage is caused by the neglect or misuse on the part of the Tenant or any of its servants, agents or employees or any person having business with the Tenant forthwith to repair or pay to the Landlord the cost of making good such damage.
- (p) Not to carry on or permit to be carried on upon the premises any bankrupt, liquidation or auction sale without the consent in writing of the Landlord prior to the event.
- (q) To keep any sidewalk in front of the premises free and clear of obstruction according to the by-laws or regulations of the municipal authority and free and clear of any waste paper, garbage or refuse.

8. THE LANDLORD COVENANTS with the Tenant as follows:
  - a. For quiet enjoyment.
  - b. Subject to the Tenant's obligations to repair herein, to repair only structural defects of the building, outside walls (excluding windows) and the roof as well as any plumbing, electrical wiring and HVAC provided the Landlord shall have reasonable time to effect such repairs and shall not be liable for damages suffered by the Tenant as a result of any such repairs required to be made by the Landlord if the Landlord proceeds with due diligence in carrying out the repairs required of it. The Landlord shall not be responsible for repairs herein stated to be the responsibility of the Tenant and shall not be responsible for maintenance of the premises which is the sole responsibility of the Tenant.
  - c. To maintain a policy of insurance for fire and extended perils on the buildings which a prudent Landlord would maintain.
9. THE PARTIES FURTHER covenant with each other as follows:
  - a. In case the premises or any part thereof shall, at any time during the term, be destroyed or damaged by fire, lightning, tempest, explosion, act of God or the Queen's enemies so as to render the remaining part unfit for the purposes of the Tenant, then the rent hereby reserved or a proportionate part thereof, according to the nature for its recovery shall be suspended, such suspension in the case of destruction or damage to be until the premises have been rebuilt or made fit for the purpose of the Tenant; provided that the Landlord shall have the right, in the event of the premises or any part hereof being substantially destroyed or damaged by fire, lightning, tempest, explosion, act of God or the queen's enemies, at its option to determine this Lease on giving to the intention so to do, and thereupon rent and any other payments for which the Tenant is liable under this Lease shall be apportioned to the date of such destruction, damage, or taking, and the Tenant shall immediately deliver up possession of the premises to the Landlord.
  - b. The Tenant has the right to make, at its costs, non-structural alterations and improvements and to install partitions in the premises, provided the Tenant has obtained the prior written consent of the Landlord, such consent not be unreasonably withheld. At the termination of the Lease and any renewal, all such alterations, improvements and installations shall, at the option of the Tenant, be the property of the Tenant and may be removed by the Tenant provided the Tenant repairs any damage occasioned by such removal and restores the premises to its original condition. If the Tenant does not want to remove such alteration, improvements and installations the Landlord may require the Tenant to remove all or any portion of the same and restore the premises to its original condition. The Tenant may remove its trade fixtures and equipment, signs, counters and appliances, but shall repair any damage caused by such removal.
  - c. The Tenant may erect such signs as are approved by the Landlord as may be in accordance with municipal by-laws and shall remove the signs at the end of the term, repairing any damage caused by such removal.

- d. The Landlord shall have the right to enter the premises for the purpose of curing any default of the Tenant and no such entry shall be deemed to work a forfeiture or termination of this Lease. The Tenant shall reimburse the Landlord upon demand for all reasonable expenses incurred by it in remedying any default of the Tenant.
- (f) This Lease is postponed in favour of any mortgage placed now or to be placed in the future by the Landlord on the building and is subject to the terms of any Head Lease under which the Landlord holds the premises.
- (g) Whenever the Tenant shall default in the payment of any instalment of rent, or the payment of any other sum payable hereunder, whether to the Landlord or any third party, and continues in such default for fifteen (15) days after the same became due, or if the Tenant fails to perform or observe any of its covenants or agreements contained in this Lease (other than the payment of rent or other sums of money), and such failure shall continue for and shall not be remedied within the period of twenty (20) days next after the giving of written notice by the Landlord to the Tenant, it shall be lawful for the Landlord to enter upon the premises and this Lease shall, at the option of the Landlord and with or without entry, terminate, and all the rights of the Tenant with respect to the premises shall be forfeited and shall lapse, and the Tenant shall be liable to pay to the Landlord the Landlord's losses and damages. If the condition complained of reasonably required more time to cure than the twenty (20) day period aforesaid, the Tenant shall be deemed to have complied with the remedying thereof if the Tenant shall have commenced remedying or curing such condition within the twenty (20) day period, and diligently thereafter completes the same.
- (h) The bankruptcy or insolvency of the Tenant, or if it shall be put into receivership or a trustee be appointed for the benefit of creditors, shall not be deemed a breach of this Lease so long as all of the provisions of this Lease are otherwise complied with, but otherwise its bankruptcy, insolvency, receivership or appointment of a trustee shall be deemed to be a breach by the Tenant of the terms of this Lease and the Lease at the option of the Landlord shall terminate. In the event of the bankruptcy of the Tenant the Landlord shall be entitled to three (3) month's accelerated rent.
- (i) Nothing contained in this Lease shall be construed so as to interfere or hinder the normal, honest, efficient and reasonable operation of the Tenant's business and service.
- m The Landlord shall not be responsible for any loss of or damage to any property belonging to the Tenant or to employees or invitees of the Tenant while such person or property is in or about the premises, including any loss of or damage to any property caused by theft or breakage, or by steam, water, rain or snow which may leak into, issue or flow from any part of the premises or from any other part of the building or from the outside thereof or from the plumbing works thereof or from any sprinkler system,



IN WITNESS WHEREOF the parties hereto have executed this

Lease. SIGNED, SEALED AND DELIVERED  
in the presence of:

I have the Authority to Bind the Corporation    I have the Authority to Bind the Corporation

\_\_\_\_\_  
Mayor – Ted Comiskey  
Corporation of the Town of Ingersoll

\_\_\_\_\_  
Chairman of the Board – Ingersoll Services  
A Corporation without Share Capital

\_\_\_\_\_  
Clerk – Michael Graves  
Corporation of the Town of Ingersoll

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

SCHEDULE "A"

DATE OF LEASE: October 1, 2019  
LANDLORD: The Corporation of the Town of Ingersoll  
ADDRESS: 130 Oxford Street, Ingersoll, Ontario NSC 2V5  
TENANT: Ingersoll Services For Seniors  
ADDRESS: 250 Ingersoll Street South Ingersoll, Ontario N5C 3J7

TERM: Three Years  
Commencing the 1st day of October 2019  
Ending the 30th day of September 2022

Renewal Term: Upon expiration of the Initial Term, Tenant shall have the option (provided Tenant is not in default and no notice has been received for vacating the lands by Cami Automotive) to renew this Lease for an additional five (5) years, commencing October 1, 2022, and ending (unless sooner terminated or renewed pursuant to the provisions hereof) at 11:59 p.m. local time on September 30, 2027 (the "Renewal Term"). Tenant shall exercise its option to renew this Lease as provided above by giving Landlord written notice of its election to renew this Lease no later than September 1, 2022. All of the terms and conditions of this Lease shall apply to the Renewal Term unless the context indicates otherwise.

Rent for the renewal Term (October 1, 2022 to September 30, 2027) to be negotiated prior to August 1, 2022.

The landlord shall pay or be responsible for:  
-Municipal Realty Taxes, Hydro, Water, Sanitary Sewer and Union Gas charges, lawn maintenance and parking lot maintenance.

Allowed use of the premises: Seniors activity centre and related uses, offices and Ingersoll Services for Seniors.

ANNUAL RENT AND HST

: 2019 - \$10,400 + \$1,352 (HST) = \$11,572  
2020 - \$10,608 + \$1,379.04 (HST) = \$11,987.04  
2021 - \$10,820.16 + \$1,406.62 (HST) = \$12,226.78

Tenant to provide 12 post dated cheques annually in advance.  
Tenant agrees to: 1) Maintain the premises as smoke free and will post signs to that effect.

The Tenant will be responsible for monthly and annual fire inspections.

The Landlord and/or the Tenant, upon written notice by either party, will meet to review utility charges, from time to time and negotiate increases or decreases to the annual lease rates.

The landlord will be responsible for maintaining and paying for the alarm system.

The Tenant will arrange for garbage collection.

The Landlord will be responsible for snow removal.

SCHEDULE "B"

PREMISES

1. Building

Municipal Address: 250 Ingersoll Street South  
Ingersoll, Ontario

2. Premises

Description of exact portion or unit of building included in this Lease:

250 Ingersoll Street South, Ingersoll, Ontario  
Legally described as Part 2, Registered Plan 41R-3255  
Being the ground floor of the north, south and east wings and the second floor of the north, south, west and east wings plus the exterior yard area including the use of the tennis courts, Storage Room, identified as # 140 and the gazebo as shown on Schedule B1 attached. Provided that, should the Town require the use of the 2<sup>nd</sup> floor of the West wing the Town will provide 60 days notice to allow the tenant to vacate the 2<sup>nd</sup> floor West wing. Access to the 2<sup>nd</sup> Floor West Wing to be through the outdoor soccer entrance and not through the common area.

3. Common Area

Together with:

Ingress and egress in common with other tenants through common corridors, hallways and stairs as existing.

Landlord's Initials

Tenant's Initials

Schedule B-1 Drawing depicting premises.









**Corporation of the Town of Ingersoll  
By-Law 19-5070**

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**A By-law to authorize the execution of an agreement between Nicholson Sheffield Architects Inc. and the Corporation of the Town of Ingersoll**

**WHEREAS** it is deemed necessary and advisable to enter into an agreement between Nicholson Sheffield Architects Inc. for the purpose of the design of a Multi-Use Recreation Centre.

**NOW THEREFORE**, the Council of the Corporation of the Town of Ingersoll enacts as follows:

1. That the agreement between Nicholson Sheffield Architects Inc. and the Corporation of the Town of Ingersoll is hereby approved.
2. That the Mayor and Clerk are hereby authorized and directed to execute the said agreement and the Clerk is directed to affix the corporate seal thereto.
3. That a copy of the said agreement, in substantially the same form, shall be attached to and form part of this by-law.

**READ** a first and second time in Open Council this 15th day of October, 2019.

**READ** a third time in Open Council and passed this 15th day of October, 2019.

---

**Edward (Ted) Comiskey, Mayor**

---

**Michael Graves, Clerk**

This Agreement entered into on this \_\_\_\_ day of \_\_\_\_\_, 2019.

Between:

**Party 1**  
(Hereinafter referred to as "Party 1")

and

**Party 2**  
(Hereinafter referred to as "Party 2")

WHEREAS the Town intends to construct a new Multi-Use Recreation Centre upon lands within the Town of Ingersoll (the Project), subject to securing suitable federal and provincial funding for the construction of same;

AND WHEREAS the Town wishes to retain Nicholson Sheffield as its architectural consultant for the limited purpose of preparing schematic designs for the planned Multi-Use Recreation Centre;

AND WHEREAS Nicholson Sheffield wishes to provide schematic designs to the Town;

NOW THEREFORE, in consideration of the promises and covenants herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Nicholson Sheffield shall complete all of the work comprising the "schematic design phase" of the Project (the Schematic Design Work), as set out in Schedule "A" to this Agreement, titled "Standard form of Contract for Architect's Services, OAA 600-2013 for New Multi-Use Recreational Centre for The Corporation of the Town of Ingersoll"
2. The Town shall pay Nicholson Sheffield for the Schematic Design Work in accordance with the terms of the attached Schedule "A" and only up to the upper limit set for the Schematic Design Phase in Section A12 of Schedule "A".
3. The parties understand and agree that the scope of this Agreement is limited to the Schematic Design Work. If the Project does not proceed for any reason, then the agreement attached hereto as Schedule "A" shall not be executed and the Town shall have no further liability to Nicholson Sheffield.
4. This Agreement may be terminated by either side upon the provision of thirty days' notice in writing. In the event of termination, Nicholson Sheffield shall provide to the Town all design work completed up to that point and the Town shall pay all invoices for work already completed by Nicholson Sheffield.

In witness whereof The Corporation of the Town of Ingersoll and Nicholson Sheffield Architects, Inc. have affixed their corporate seals attested by the signatures of their duly authorized signing officers.

**Corporation of the Town of Ingersoll**

\_\_\_\_\_  
**Edward (Ted) Comiskey, Mayor**

\_\_\_\_\_  
**Michael Graves, Director of Corporate Services/Clerk-Deputy CAO**

**Nicholson Sheffield Architects, Inc.**

\_\_\_\_\_  
[corporate officer]

\_\_\_\_\_  
[corporate officer]



**Ontario Association of Architects**

**Standard Form of Contract for Architect's Services**

**OAA 600-2013**

FOR

New Multi-Use Recreational Centre  
for  
The Corporation of the Town of Ingersoll

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# AGREEMENT

A1 This contract made as of the 11 day of the month of September in the year 2019.

A2 between the *Client*:

The Corporation of the Town of Ingersoll  
130 Oxford Street  
2nd Floor  
Ingersoll, ON  
N5C 2V5

A3 and the *Architect*:

Nicholson Sheffield Architects Inc.  
358 Talbot Street,  
London, ON

A4 for the following *Project*:

New Multi-Use Recreation Centre  
200 Clark Road,  
Ingersoll, Ontario

A5 The owner, if other than the *Client*, is: \_\_\_\_\_

A6 The *Client's* budget for *Construction Cost* is: \$ 22,000,000.00

A7 The *Client's* anticipated dates for construction are as follows:

.1 Commencement of construction: May 2020

.2 *Substantial Performance of the Work*: October 2021

A8 The anticipated construction delivery type and anticipated construction contract between the owner and the contractor are:

.1 Delivery type: Stipulated Sum

.2 Construction contract: CCDC2-2008

A9 The *Client* and the *Architect* may rely on the initial information contained in A6 to A8. In the event that this information changes materially, or is altered by conditions beyond the control of the *Architect*, the *Client* and *Architect* shall appropriately adjust the schedule, the *Architect's* services and the *Architect's* compensation.



A10 The *Architect* shall coordinate the services of the following *Consultants*:

.1 engaged by the *Architect*

Civil Engineer  
Landscape Architect  
Structural Engineer  
Mechanical Engineer  
Electrical Engineer  
Refrigerant Consultant

--

.2 engaged by the *Client*

Geotechnical Engineer (soils)  
Topographical Survey Consultant/Ontario Land Surveyor  
Toxic & Hazardous Materials Consultant  
Quantity Surveyor

--

A11 For the *Architect's* services the fee shall be computed as follows: (*refer also to GC11*)

F1 Services (Percentage of Construction Cost)

6.1% of the total construction cost including all applicable taxes as an upset limit to be invoiced hourly against using the following hourly rates:

Principal	\$ 225/hr
Project Architect	\$200/hr
Associate	\$175/hr
Intern Architect	\$150/hr
Technologist	\$125/hr
Administrative	\$ 80/hr

Note: the project will only be proceeding to completion of Schematic Design at this time - hours will only be invoiced for work related to Schematic Design.

A12 Where fees are based on a lump sum or percentage of the *Construction Cost* the compensation and invoicing for each phase of services shall be based on the following apportionment of the total fees:

Schematic design phase	( 20.00 %)
Design development phase	( 20.00 %)
Construction documents phase	( 20.00 %)
Bidding or negotiating phase	( 5.00 %)
Construction phase	( 35.00 %)
Total	( 100.00 %)

A13 An administrative charge of 0.00 % shall be added to the reimbursable expenses as noted in GC11.2.

A14 The rate for calculating automobile travel costs shall be \$ 0.52 per kilometre.

A15 The *Client* shall pay to the *Architect*, upon execution of this contract, a retaining fee in the amount of \$ 0.00. This retaining fee shall be credited against the *Architect's* last invoice and is the minimum payment that the *Client* must pay the *Architect* under this contract.

A16 The *Client* shall pay the *Architect* upon receipt of invoices on account of the *Architect's* fee and reimbursable expenses plus applicable taxes. Invoices shall be issued and submitted monthly unless otherwise agreed.

A17 An unpaid invoice shall bear interest, calculated monthly at the rate of 2.00 % per annum, commencing 60 days after the date that the *Architect* submits the invoice.

## DEFINITIONS

The following Definitions apply to this contract. References to the singular shall be considered to include the plural as the context requires.

**Architect** is the entity identified in Article A3 which is the holder of a Certificate of Practice issued by the OAA.

**Client** is the person or entity identified in Article A2.

**Construction Cost** is the total cost of the *Work* to the *Client* to construct all elements of the *Project* designed or specified by, or on behalf of, or as a result of, the coordination by the *Architect*, including construction contract price(s), cash allowances included in the construction contracts, building permit fees, changes during construction, contractors general conditions costs, overhead and profit, construction management fees or other fees for the coordination and procurement of construction services, and all applicable taxes, including the full amount of value-added taxes, whether recoverable or not. The *Construction Cost* does not include the compensation of the *Architect* and the *Consultants*, land cost, land development charges or other professional fees, which are the responsibility of the *Client*.

**Construction Documents** consist of drawings, specifications and other documents appropriate to the size and complexity of the *Project*, to describe the size and character of the *Project* including architectural and where applicable structural, mechanical, and electrical systems, materials and such other elements setting forth in detail the requirements for the construction, enlargement or alteration of the building or buildings and any related components comprising the *Project*.

**Consultant** is a person or an entity engaged by the *Client* or the *Architect* to provide services supplementary to those provided by the *Architect*.

**Consultant Coordination** consists of:

- managing the communications between *Consultants* and with the *Client*, and
- providing direction as necessary to give effect to any design decisions taken, and
- reviewing the product of the *Work* to assist in identifying conflicts and to monitor compliance with directions.

**Contingency** means an amount calculated as a percentage of the *Construction Cost* to cover unknowns or changing factors of cost and include: (1) escalation *Contingency* to cover price escalation from the time of an estimate to the time of bidding, (2) design *Contingency* for design development factors prior to construction and (3) construction *Contingency* to cover unforeseen changes during construction.

**Electronic Documents** are one of the formats in which *Instruments of Service* may be provided by the *Architect*. *Electronic Documents* refer to portable document files (PDF - non-editable) but do not include computer-aided design documents (e.g. CAD or BIM – editable files) unless otherwise agreed in writing.

**Estimate of Construction Cost** is a statement of the approximate total *Construction Cost* as defined, based on current area, volume or similar conceptual techniques and includes *Contingencies* as defined.

**General Review** means review during visits to the *Place of the Work* (and where applicable, at locations where building components are fabricated for use at the *Project* site) at intervals appropriate to the stage of the construction that the *Architect* in its professional discretion, considers necessary to become familiar with the progress and quality of the *Work* and to determine that the *Work* is in general conformity with the construction contract documents, and to report, in writing, to the *Client*, contractor and chief building official.

**Instruments of Service** are the paper or non-editable *Electronic Documents* which comprise the design, drawings, specifications and reports prepared by or on behalf of the *Architect* or *Consultant*, including but not limited to plans, sketches, drawings, graphic representations and specifications and materials which are prepared for the approval of the *Client* and the authorities having jurisdiction and for construction, but do not include software systems, databases, computer programs, or computer-aided design documents (e.g. CAD or BIM – editable files) unless otherwise agreed in writing.

**Place of the Work** is the designated site or location of the *Work* identified in the construction contract documents.

**Project** as described in this contract means the total enterprise or endeavour contemplated of which the *Work* may be the whole or a part.

**Substantial Performance of the Work** means substantial performance of the contract as defined under the Construction Lien Act. Where the *Place of the Work* is located outside of Ontario, *Substantial Performance of the Work* shall be as defined in the lien legislation applicable to the *Place of the Work*, or in the absence of such legislation it shall mean the date the *Work* is ready for the purpose intended.

**Toxic or Hazardous Substances or Materials** means any solid, liquid, gaseous, thermal or electromagnetic irritant or contaminant, and includes, without limitation, pollutants, moulds, asbestos, bio-contaminants, biohazards and nuclear, and hazardous and special wastes whether or not defined in any federal, provincial, territorial or municipal laws, statutes or regulations.

**Work** means the total construction and related services required by the construction contract documents.

# GENERAL CONDITIONS

## GC1 ARCHITECT'S RESPONSIBILITIES

- 1.1 The *Architect* shall provide professional services as identified in this contract and shall:
- .1 exercise such professional skill and care as would be provided by *Architects* practising in the same area in the same or similar locality under similar circumstances,
  - .2 perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the *Project*,
  - .3 identify a representative authorized to act on behalf of the *Architect* with respect to the *Project*,
  - .4 include the *Consultant Coordination* of all *Consultants* engaged by the *Architect* and those other *Consultants* engaged by the *Client* listed in Article A10.2,
  - .5 maintain records of reimbursable expenses, and for any services for which the fee is computed as a multiple of hourly rates. These records shall be maintained in accordance with generally acceptable accounting standards and made available to the *Client* for review upon request at mutually convenient times,
  - .6 utilize key personnel where so identified and request the *Client's* approval of any change, which approval shall not unreasonably be withheld,
  - .7 maintain the confidentiality of information so identified and provided by the *Client*, and
  - .8 except with the *Client's* knowledge and consent, neither engage in any activity, nor accept any employment, interest or contribution that would unreasonably compromise the *Architect's* professional judgment with respect to the *Project*.

## GC2 ARCHITECT'S SCOPE OF BASIC SERVICES

- 2.1 The *Architect's* basic services consist of those services performed by the *Architect*, the *Architect's* employees, and the *Architect's* *Consultants* set forth herein or otherwise mutually agreed in writing. They include the provision of basic structural, mechanical and electrical engineering services by professional engineers when these *Consultants* are engaged by the *Architect*.

*(Indicate in the table below each basic service to be provided by the Architect and the manner of compensation as indicated in Fee Reference for each as identified in Article A11.*

2.1	ITEM	Service Provided:	Fee Reference:	Comments
	<b>SCHEMATIC DESIGN PHASE</b>			
.1	<b>Review Program</b> - Review the <i>Client's</i> Program of Requirements and other information furnished by the <i>Client</i> and the characteristics of the site.	F1		
.2	<b>Review Applicable Codes</b> - Review applicable statutes, regulations, codes and by-laws and where necessary review the same with the authorities having jurisdiction.	F1		
.3	<b>Prepare Initial Evaluation</b> - Prepare an initial evaluation of the <i>Client's</i> Program of Requirements, schedule, budget for the <i>Construction Cost</i> , <i>Project</i> site and the proposed procurement or delivery method and other initial information provided by the <i>Client</i> each in terms of the other, to ascertain the requirements of the <i>Project</i> . The <i>Architect</i> shall notify the <i>Client</i> of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the <i>Project</i> .	F1		
.4	<b>Review Initial Evaluation</b> - Present and review with the <i>Client</i> the initial evaluation and discuss alternative approaches to design and construction of the <i>Project</i> . The <i>Architect</i> shall reach an understanding with the <i>Client</i> regarding the requirements of the <i>Project</i> .	F1		

2.1	ITEM	Service Provided:	Fee Reference:	Comments
.5	<b>Preliminary Concept Design</b> - Based on the <i>Project's</i> requirements agreed upon with the <i>Client</i> , the <i>Architect</i> shall prepare for the <i>Client's</i> approval a preliminary concept design illustrating the scale and relationship of the <i>Project</i> components.	F1		
.6	<b>Schematic Design Documents</b> - Based on the <i>Client's</i> approval of the preliminary concept design, mutually agreed upon Program of Requirements, schedule and budget for the <i>Construction Cost</i> , prepare for the <i>Client's</i> review and approval, schematic design documents to illustrate the scale and character of the <i>Project</i> and how the parts of the <i>Project</i> functionally relate to each other including as appropriate: <ul style="list-style-type: none"> <li>• Site Plan</li> <li>• Spatial Relationship diagrams</li> <li>• Floor Plans</li> <li>• Elevations</li> <li>• Building Sections</li> <li>• Outline Specifications</li> </ul>	F1		
.7	<b>Estimate of Construction Cost</b> - Prepare and submit to the <i>Client</i> an <i>Estimate of Construction Cost</i> based on current area or volume unit cost prepared in accordance with GC5.3.	F1		
.8	<b>Submit Schematic Design</b> - Submit the schematic design documents to the <i>Client</i> and request the <i>Client's</i> approval.	F1		
<b>DESIGN DEVELOPMENT PHASE</b>				
.9	<b>Design Development Documents</b> - Based on the <i>Client's</i> approved schematic design documents and agreed <i>Estimate of Construction Cost</i> , and any <i>Client's</i> authorization or adjustments in the <i>Project</i> requirements and the budget for the <i>Construction Cost</i> prepare for the <i>Client's</i> review and approval, design development documents, drawing and other documents to describe the size and character of the <i>Project</i> including as appropriate the architectural, structural, mechanical, and electrical systems, materials and such other elements: <ul style="list-style-type: none"> <li>• Site Plan</li> <li>• Floor Plans</li> <li>• Elevations</li> <li>• Building Sections</li> <li>• <i>Project</i> brief detailing area calculations, building systems and outline specifications</li> </ul>	F1		
.10	<b>Continue Review of Applicable Codes</b> - Continue to review applicable statutes, regulations codes and by-laws as the design of the <i>Project</i> is developed and where necessary review the same with the authorities having jurisdiction.	F1		
.11	<b>Update Estimate of Construction Cost</b> - Prepare and submit to the <i>Client</i> for approval an updated <i>Estimate of Construction Cost</i> .	F1		
.12	<b>Submit Design Development</b> - Submit the design development documents to the <i>Client</i> , advise the <i>Client</i> of any adjustments to the <i>Estimate of Construction Cost</i> and request the <i>Client's</i> approval.	F1		
<b>CONSTRUCTION DOCUMENTS PHASE</b>				
.13	<b>Drawings and Specifications</b> - Based on the <i>Client's</i> approved design development documents and agreed updated <i>Estimate of Construction Cost</i> , prepare for <i>Client's</i> review and approval, <i>Construction Documents</i> consisting of drawings and specifications setting forth in detail the requirements for the construction of the <i>Project</i> .	F1		

2.1	ITEM	Service Provided:	Fee Reference:	Comments
.14	<b>Review Applicable Codes</b> - Review statutes, regulations, codes and by-laws applicable to the design and, where necessary, review the same with the authorities having jurisdiction in order that the consents, approvals, licences and permits necessary for the <i>Project</i> may be obtained.	F1		
.15	<b>Bidding Information</b> - Obtain instructions from and advise the <i>Client</i> on the preparation of the bidding information, bidding forms, conditions of the construction contract and the form of construction contract between <i>Client</i> and contractor.	F1		
.16	<b>Update Estimate of Construction Cost</b> - Update the <i>Estimate of Construction Cost</i> .	F1		
.17	<b>Submit Construction Documents</b> - Submit the <i>Construction Documents</i> to the <i>Client</i> , advise the <i>Client</i> of any adjustments to the <i>Estimate of Construction Cost</i> , including adjustments indicated by changes in requirements and general market conditions; take any action required under GC 5.2 and request the <i>Client's</i> approval.	F1		
	<b>PERMITS AND APPROVALS</b>			
.18	<b>Building Permit Application</b> - Prepare documents for building permit application, for owner's signature as applicant and assist with submission of the application.	F1		
	<b>BIDDING/NEGOTIATION PHASE</b>			
.19	<b>Bidding/Negotiation</b> - Following the <i>Client's</i> approval of the <i>Construction Documents</i> and the latest agreed <i>Estimate of Construction Cost</i> : assemble and provide bid documents to bidders, monitor and respond to enquiries regarding bid requirements, prepare and process addenda during bidding, arrange for receipt of bids, opening of bids, comparative review and report results for <i>Client's</i> direction on award. Assist the <i>Client</i> with construction contract negotiations, prepare construction contracts and assemble construction contract documents for signature by the contracting parties.	F1		
	<b>CONSTRUCTION PHASE</b>			
.20	<b>General Review</b> - Provide <i>General Review</i> services during construction; examine, evaluate and report upon representative samples of the <i>Work</i> ; keep the <i>Client</i> informed of the progress and quality of the <i>Work</i> ; report defects and deficiencies in the <i>Work</i> observed during the course of the site reviews; and report in writing to the <i>Client</i> , contractor and chief building official.	F1		
.21	<b>Site Meetings</b> - Attend site meetings with contractor, major sub-contractors and <i>Consultants</i> , where appropriate, to review the progress of the <i>Work</i> .	F1		
.22	<b>WSIB Certificates, Bonds and Insurance Policies</b> - Arrange to receive from the contractor, as required under the construction contract, WSIB certificates, bonds and insurance policies and deliver to <i>Client</i> for <i>Client's</i> bond and insurance advisors to review.	F1		
.23	<b>Construction Schedule</b> - Receive construction schedule from contractor, review and forward to <i>Client</i> .	F1		
.24	<b>Schedule of Values</b> - Receive schedule of values from contractor, review and adjust, if required. Advise both <i>Client</i> and contractor that the agreed schedule of values will form the basis for factoring percentage of <i>Work</i> completed into certificates for payment.	F1		

2.1	ITEM	Service Provided:	Fee Reference:	Comments
.25	<b>Payment Certification</b> - When engaged to provide <i>General Review</i> , receive and assess contractor's applications for payment; determine the amounts owing to the contractor under the construction contract based on the <i>Architect's</i> observations and evaluation of the contractor's applications for payment having factored percentage of completeness against the contractor's schedule of values and issue certificates of payment to the <i>Client</i> in the value proportionate to the amount of the construction contract, of work performed and products delivered to the <i>Place of the Work</i> .	F1		
.26	<b>Construction Contract Documentation Interpretation</b> - On the written request of either the <i>Client</i> or the contractor, render written interpretations and findings within a reasonable time, consistent with the intent of and reasonably inferable from the construction contract documents, showing partiality to neither the <i>Client</i> nor the contractor, on claims, disputes and other matters in question between the <i>Client</i> and the contractor relating to the execution or performance of the <i>Work</i> or the interpretation of the construction contract documents.	F1		
.27	<b>Shop Drawings and Submittals</b> - Review and take other appropriate action with reasonable promptness upon such contractor's submittals as shop drawings, product data, and samples for conformance with the general design concept of the <i>Work</i> as provided in the construction contract documents.	F1		
.28	<b>Supplemental Details and Instructions</b> - Prepare and issue additional documents and supplemental instructions to the contractor, as required for clarification of the requirements of the contract documents, with reasonable promptness or in accordance with a schedule for such instructions agreed to by the <i>Architect</i> and the contractor.	F1		
.29	<b>Requests for information (RFI's)</b> - Receive requests for information (RFI's) from the contractor and process accordingly.	F1		
.30	<b>Proposed Change Notices/Change Orders and Change Directives</b> - Prepare proposed change notices, drawings, specifications and supporting data, evaluate contractor's proposals, prepare change orders and change directives for the <i>Client's</i> approval and signature in accordance with the construction contract documents.	F1		
.31	<b>Inspection &amp; Testing Services</b> - Provide assistance in having inspection and testing companies perform services as required by the construction contract documents, receive and review their reports and report to <i>Client</i> .	F1		
.32	<b>Substantial Performance and Completion</b> - As payment certifier prepare and issue at the appropriate time, a certificate of <i>Substantial Performance of the Work</i> and a statement of construction contract deemed completion in accordance with the provisions of the <i>Construction Lien Act</i> .	F1		
.33	<b>Contractor's Documentation at Completion</b> - Receive from the contractor and forward to the <i>Client</i> for the <i>Client's</i> acceptance the written warranties and related documents as required under the construction contract.	F1		
.34	<b>Takeover Procedure</b> - Arrange for takeover of the <i>Project</i> by the <i>Client</i> , including demonstration of operating equipment, handover of operating and maintenance manuals and replacement parts as specified.	F1		
.35	<b>Twelve Month Warranty Review</b> - Prior to the end of the period of one year following the date of <i>Substantial Performance of the Work</i> , review any defects or deficiencies which have been reported or observed during that period, and notify the contractor in writing of those items requiring attention by the contractor to complete the <i>Work</i> in accordance with the construction contract between the owner and contractor.	F1		

**GC3 PROVISION OF ADDITIONAL SERVICES**

3.1 The Additional Services listed below are not included in the *Architect's* basic services. The *Architect* shall provide the Additional Services indicated in the table below and the *Client* shall compensate the *Architect* in the manner indicated by Fee Reference and Article A11.

(Indicate in the table below Additional Services to be provided by the Architect and the manner of compensation as indicated in Fee Reference for each identified in Article A 11.

3.1	ITEM	Service Provided:	Fee Reference:	Comments
	<b>PRE-DESIGN SERVICES</b>			
.1	<b>Pre-Design Study</b> - Provide pre-design study or services such as: to assist with analyzing the reasonable probability of the <i>Client's</i> objectives for the <i>Project</i> being reached within the <i>Client's</i> budget and advise on measures to align the <i>Project</i> requirements with the budget, assess the suitability of the <i>Client's</i> site to accommodate the <i>Project</i> taking into account known site constraints, ability to support future additions, and potential impact of known proposed developments in the vicinity.			NA
.2	<b>Multiple Sites</b> – Provide pre-design site evaluations, planning surveys, or comparative studies of a number of multiple prospective sites.			NA
.3	<b>Programming</b> – Provide analyses of the <i>Client's</i> needs and prepare a written Program of Requirements as described in GC4.1.			NA
.4	<b>Verifying Drawings</b> - Review drawings furnished by the <i>Client</i> , visit site and take measurements to satisfy that drawings are reasonably accurate in their representation of the premises.			NA
.5	<b>Measured Drawings</b> - Confirm with the <i>Client</i> the purpose of the measured drawings and the accuracy required, make measurements, augment with photographs and field notes as appropriate and prepare drawings.			NA
.6	<b>Survey, Geotechnical or Hazardous Materials</b> - Assist the <i>Client</i> in the engagement of a <i>Consultant</i> to obtain survey, geotechnical or hazardous materials reports referred to in GC4.3	F1		
	<b>GENERAL SERVICES, ALL APPLICABLE PHASES</b>			
.7	<b>Detailed Estimates of Construction Cost</b> - Provide detailed <i>Estimates of Construction Costs</i> .			By others
.8	<b>Detailed Quantity Surveys, Inventories, Operating Costs</b> - Provide detailed quantity surveys, inventories of material and equipment, or analyses of owning and operating costs.			By others
.9	<b>Future Facilities</b> - Provide services relating to future facilities, systems and equipment not included in the <i>Construction Cost</i> .			NA
.10	<b>Provision of Interior Design Services</b> - Provide or engage the services of an interior designer to provide interior design services commensurate with other architectural services under this contract.	F1		
.11	<b>FF&amp;E</b> - Provide services for the selection and installation of furniture, fixtures and equipment (FF&E), including re-use of <i>Client's</i> inventoried FF&E.	F1		



3.1	ITEM	Service Provided:	Fee Reference:	Comments
.12	<b>Signage</b> - Provide services for design, selection, procurement and installation of graphics, signage and similar elements for interior or exterior application.	F1		
.13	<b>Tenant Related Services</b> – Provide tenant layout and design services or documents not otherwise included in fees.			NA
.14	<b>Marketing</b> - Prepare promotional presentations or special marketing materials.	F1		
.15	<b>Model/Rendering/Video</b> - Provide specifically commissioned physical model (maquette), architectural rendering, computer rendering or video, which become the property of the <i>Client</i> .			NA
.16	<b>Photography</b> - Provide specially commissioned photography or photographic records of site, existing conditions, construction or other.			NA
.17	<b>Language Translation</b> - Provide language translation services for <i>Construction Documents</i> or other documents.			NA
.18	<b>Value Engineering</b> - Provide services in connection with value engineering or analysis.			NA
<b>PERMITS AND APPROVALS</b>				
.19	<b>Special Approvals of Authorities</b> - Provide studies, prepare drawings and other documents, attend meetings or public hearings, arrange for engagement of specialist <i>Consultants</i> if required and assist <i>Client</i> in submission of application for:			
.1	<b>Zoning or Land Use Amendment:</b>	F1		
.2	<b>Committee of Adjustment or variance from by-laws:</b>	F1		
.3	<b>Site Plan Approval:</b>	F1		
.4	<b>Other Approvals:</b> (list and describe)			
<b>BIDDING/NEGOTIATION PHASE</b>				
.20	<b>Pre-qualification of Bidders</b> - Prepare parameters of pre-qualification process, advise participants of rating criteria, receive responses from interested parties, prepare analysis spreadsheet and report results to <i>Client</i> for <i>Client's</i> decision.	F1		
.21	<b>Multiple Bid Packages</b> - Provide services and prepare multiple bid document packages in connection with alternative, separate or sequential bidding or negotiation of trade contracts.			NA
.22	<b>Issued for Construction Drawings</b> - Prepare Issued for Construction drawings incorporating relevant addenda or negotiated changes during bid/negotiation phase.	F1		
<b>CONSTRUCTION PHASE</b>				
.23	<b>Additional On-Site Representation</b> – Provide extensive or full-time on-site review or representation.			NA

3.1	ITEM	Service Provided:	Fee Reference:	Comments
.24	<b>Multiple Contracts</b> - Provide additional construction contract administration services in connection with Construction Management, Fast track or Design Build delivery.			NA
.25	<b>Multiple Phases</b> - Provide services in connection with multiple phased occupancies.			NA
.26	<b>Client's Own Forces</b> - Coordinate work performed by the <i>Client's</i> own forces and coordinate the services required in connection with construction performed and equipment supplied by the <i>Client</i> .			NA
.27	<b>Updated Drawings</b> - Prepare Updated Drawings incorporating supplemental instructions, change orders and other changes issued during construction.	F1		
.28	<b>Record Drawings</b> - Prepare Record Drawings incorporating changes in the <i>Work</i> made during construction based on as-built drawings (marked-up prints), drawings, and other data furnished by the contractor to the <i>Architect</i> ; the accuracy of the information supplied by the contractor shall not be the responsibility of the <i>Architect</i> .	F1		
.29	<b>Commissioning</b> - Provide services related to commissioning in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training operation or maintenance personnel for operation and maintenance and consultation during operation			NA

3.2 Upon recognizing the need to perform the following unforeseen Additional Services the *Architect* shall notify the *Client* with reasonable promptness explaining the facts and circumstances. The *Architect* shall not proceed to provide the following services until the *Architect* receives the *Client's* written authorization. Compensation shall be at hourly rates identified in Article A11 unless mutually agreed otherwise. This shall include providing services, reviewing, evaluating, revising or providing additional drawings or specifications including proposed change notices, change orders, change directives or other documents which are:

- .1 caused by instructions that are inconsistent with instructions or written approvals previously given by the *Client*, including revisions made necessary by adjustments in the *Client's* Program of Requirements or budget for *Construction Cost*;
- .2 required because of significant changes to the *Project*, including size, quality, complexity, the *Client's* schedule, or the method of bidding or negotiating and contracting for construction;
- .3 caused by the enactment or revisions of statutes, regulations, codes or by-laws, subsequent to the preparation of such documents;
- .4 caused by an interpretation by the authorities having jurisdiction which differs from the *Architect's* interpretation of statutes, regulations, codes and by-laws, which difference the *Architect* could not have reasonably anticipated;
- .5 due to changes required as a result of the *Client's* failure to render decisions in a timely manner;
- .6 in connection with evaluating substitutions proposed by the contractor and making subsequent revisions to the drawings, specifications and other documentation resulting from them;
- .7 required to evaluate an extensive or unreasonable number or size of claims or requests for information (RFI's) submitted by the contractor or others in connection with the *Work*;
- .8 due to replacement of any of the *Work* damaged by fire or other cause during construction and furnishing services as may be required in connection with the replacement of such work;

- .9 made necessary by the default of the contractor, by major defects or deficiencies in the *Work* of the contractor, by failure of performance by either the *Client* or the contractor under the construction contract;
- .10 requested by the *Client* in connection with any mediation, arbitration proceeding, or legal proceeding; or
- .11 made necessary by the extension of the anticipated dates for construction described in Article A7.

#### GC4 CLIENT'S RESPONSIBILITIES

- 4.1 The *Client* shall provide full information regarding the requirements for the *Project* including the *Client's Project* objectives, constraints and criteria and a written Program of Requirements including spatial and functional requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements.
- 4.2 The *Client* shall initially establish and periodically update a budget for the *Construction Cost* of the *Project* which includes *Contingencies* for (1) escalation, (2) design and (3) unforeseen changes during construction. If the *Client* significantly increases or decreases the budget for the *Construction Cost* the *Client* shall notify the *Architect*. The *Client* and *Architect* shall thereafter agree to a corresponding change in the *Project's* size and quality.
- 4.3 The *Client* shall provide information, surveys, reports and services as set out below, the accuracy and completeness of which the *Architect* shall be entitled to rely upon and such contracts for the provision of information, surveys, reports and services, whether arranged by the *Client* or the *Architect*, shall be considered direct contracts with *Client* unless explicitly provided otherwise:
  - .1 surveys describing physical characteristics, legal limitations and utility locations for the *Project* site, and a written legal description of the site and adjoining properties as necessary showing the following survey and legal information, as applicable: grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights of way; restrictions; easements; encroachments; zoning; deed restrictions; boundaries and contours of the site; locations, dimensions and data pertaining to existing buildings, other improvements, and trees; and information concerning utility services, both public and private, above and below grade, including inverts and depths;
  - .2 subsurface investigation and reports which include but are not limited to test borings, test pits, determination of soil bearing values, percolation tests, a list of and evaluations of *Toxic or Hazardous Substances or Materials* present at the *Place of the Work*, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations; and
  - .3 air and water pollution tests, tests for *Toxic or Hazardous Substances or Materials*, structural, mechanical, chemical, and other laboratory and environmental tests, inspections, laboratory and field tests and reports as required by the *Architect*, the *Architect's Consultants*, the authorities having jurisdiction or the construction contract documents.
- 4.4 The *Client* shall:
  - .1 authorize in writing a person to act on the *Client's* behalf and define that person's scope of authority with respect to the *Project* when necessary. In the absence of such naming of an authorized representative, the signatory to this contract is deemed to be the representative;
  - .2 review documents submitted by the *Architect* and give the *Architect* timely decisions for the orderly progress of the *Architect's* services;
  - .3 sign applications for permits as the owner, or if the *Client* is not the owner arrange for the owner to sign, and pay for the building permit and all other permits and development costs;
  - .4 immediately notify the *Architect* in writing if the *Client* observes or otherwise becomes aware of any fault or defect in the *Project* or any nonconformity with the requirements of the construction contract;
  - .5 engage *Consultants* identified in Article A10.2 of this contract under terms and conditions of other contracts that are compatible with this contract;

- .6 ensure that all *Consultants* engaged by the *Client* under other contracts carry professional liability insurance coverage;
  - .7 provide any legal, accounting and insurance counselling services as may be necessary at any time for the *Project*, including such auditing services as the *Client* may require to verify the contractor's applications for payment or to ascertain how or for what purpose the contractor uses the monies paid by or on behalf of the *Client*; and
  - .8 provide reports and appropriate professional recommendations of specialist *Consultants* if required by the *Architect*.
- 4.5 The *Client* agrees that, should the construction contract include provision that any dispute between the *Client* and the contractor may be finally resolved by arbitration, the construction contract shall include provisions satisfactory to the *Architect* that:
- .1 require the *Client* and contractor to notify the *Architect* in writing of any arbitration and of any matters in dispute that affect the *Architect*;
  - .2 provide that, upon receipt of the notice in GC4.5.1 above, the *Architect* shall have the option to participate in the arbitration as a party;
  - .3 provide that, in the event that GC4.5.1 and GC 4.5.2 above are not complied with, the *Client* and contractor agree to not pursue any claim against the *Architect* arising from matters resolved by the arbitration.

**GCS BUDGET, ESTIMATES AND CONSTRUCTION COST**

- 5.1 The *Client's* budget for the *Construction Cost* is provided initially and may be adjusted throughout the *Project* as required under GC 4.2. Initial evaluations of the *Client's* budget for the *Construction Cost*, the preliminary *Estimate of Construction Cost* and updated *Estimates of Construction Cost* where prepared by the *Architect*, represent the *Architect's* judgement as a design professional. It is recognized however that neither the *Architect* nor the *Client* has control over the cost of labour, materials or equipment, over the *Contractor's* methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly the *Architect* cannot and does not warrant or represent that bids or negotiated prices will not vary from the *Client's* budget for the *Construction Cost* or from any *Estimate of Construction Cost* or evaluation prepared or agreed to by the *Architect*.
- 5.2 If at any time the *Architect's Estimate of Construction Cost* exceeds the *Client's* budget for the *Construction Cost*, the *Architect* shall make appropriate recommendations to the *Client* to adjust the *Project's* size, quality or budget for the *Construction Cost*, and the *Client* shall cooperate with the *Architect* in making such adjustments.
- 5.3 When engaged to provide *Estimates of Construction Cost*, the *Architect* shall be permitted to include *Contingencies* for (1) escalation (2) design and (3) unforeseen changes during construction. The *Architect's Estimate of Construction Cost* shall be based on current area, volume or similar conceptual techniques. If the *Client* requests detailed cost estimating services, the *Architect* shall provide such services as an Additional Service.
- 5.4 If the bidding or negotiation phase has not commenced within three months after the *Architect* submits the *Construction Documents* to the *Client*, the agreed *Estimate of Construction Cost* shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the *Construction Documents* to the *Client* and the date on which bids or proposals are sought.
- 5.5 If the lowest compliant bid or lowest negotiated proposal exceeds the latest agreed *Estimate of Construction Cost* the *Client* shall provide:
- .1 written approval of an increase in the budget for the *Construction Cost*, or
  - .2 authorization for re-bidding or re-negotiating of the proposal, or
  - .3 co-operation with the *Architect* in revising the *Project* size or quality as necessary to reduce the *Construction Cost*, or
  - .4 termination of this contract in accordance with GC 10 if the *Project* is abandoned.
- 5.6 If the *Client* proceeds under GC5.5.3, and the extent to which the lowest compliant bid or lowest negotiated proposal exceeds the latest agreed *Estimate of Construction Cost* by more than 15% and is not due to extraordinary market conditions or other factors not reasonably foreseeable by or under the control of the

*Architect*, then the *Client* may require the *Architect* to modify the *Construction Documents* or provide other services necessary to reduce the *Construction Cost* to within 15% of the latest agreed *Estimate of Construction Cost* for no additional fee. Such modification of the *Construction Documents* to that extent shall be the limit of the *Architect's* responsibility under GC5.5.3, and having made such modifications, the *Architect* shall be entitled to compensation in accordance with this contract, for all other services performed, whether or not the construction phase is commenced.

- 5.7 Where the latest agreed *Estimates of Construction Cost* referred to in GC 5.6 is provided by a *Consultant* engaged by the *Client*, modifications to the *Construction Documents* described in GC 5.6 shall be an Additional Service.

## **GC6 CONSTRUCTION PHASE SERVICES**

- 6.1 The extent of the duties, responsibilities and limitations of authority of the *Architect* as the *Client's* representative during construction shall be modified or extended only with the written consent of the *Client* and the *Architect*.

- 6.2 When engaged for services during the construction phase the *Architect* shall:

- .1 be a representative of the *Client*;
- .2 advise and consult with the *Client*;
- .3 have the authority to act on the *Client's* behalf to the extent provided in this contract, have access to the *Work* at all times wherever it is in preparation or progress;
- .4 forward all instructions from the *Client* to the contractor;
- .5 have the authority to reject *Work* which does not conform to the construction contract documents, and whenever, in the *Architect's* opinion, it is necessary or advisable for the implementation of the intent of the construction contract documents, have the authority to require special inspection or testing of *Work*, whether or not such *Work* has been fabricated, installed or completed; and
- .6 have the authority to order minor adjustments in the *Work* which are consistent with the intent of the construction contract documents, when these do not involve an adjustment in the construction contract price or an extension of the construction contract time.

- 6.3 When engaged to provide payment certification, the issuance of a certificate for payment shall constitute a representation by the *Architect* to the *Client*, based on the *Architect's General Review* and on review of the contractor's schedule of values and application for payment, that the *Work* has progressed to the value indicated; that to the best of the *Architect's* knowledge, information and belief, the *Work* observed during the course of *General Review* is in general conformity with the construction contract documents and that the contractor is entitled to payment in the amount certified. Such certification is subject to:

- .1 review and evaluation of the *Work* as it progresses for general conformity as provided in the services described in this contract;
- .2 the results of any subsequent tests required by or performed under the construction contract documents;
- .3 minor deviations from the construction contract documents being corrected prior to completion; and
- .4 any specific qualifications stated in the certificate for payment.

- 6.4 The issuance of the certificate for payment shall not be a representation that the *Architect* has made any examination to ascertain how and for what purpose the contractor has used the monies paid on account of the contract price, or that the contractor has discharged the obligations imposed on the contractor by law, or requirements of the Workplace Safety Insurance Board, or other applicable statute, non-compliance with which may render the *Client* personally liable for the contractor's default.

## **GC7 COPYRIGHT AND USE OF DOCUMENTS**

- 7.1 Copyright for the *Architect's Instruments of Service* belongs to the *Architect*. The *Architect's Instruments of Service* shall remain the property of the *Architect* whether the *Project* for which they are made is executed or not, and whether or not the *Architect* has been paid for the services. Alteration of the *Architect's Instruments of Service* by the *Client* or any other person is prohibited without a written license from the *Architect*.

- 7.2 Submissions or distribution of the *Architect's Instruments of Service*, including all *Electronic Documents*, to meet official regulatory requirements or for other purposes in connection with the *Project* is not to be construed as publication in derogation of the *Architect's* reserved rights.
- 7.3 The *Client* may retain copies of the *Architect's Instruments of Service*, including non-editable *Electronic Documents*, for information and reference in connection with the *Client's* use and occupancy of the *Project*.
- 7.4 Copies of the *Architect's Instruments of Service* may be used only for the purposes intended and for a one-time use, on the same site, and for the same *Project*, by this *Client* only and may not be offered for sale or transfer without the express written consent of the *Architect*. The *Architect's Instruments of Service*, including non-editable *Electronic Documents*, may be used for renovations, additions or alterations to this *Project*, but shall not be used for renovations, additions or alterations to any other project without a written licence from the *Architect* permitting the use of the *Instruments of Service* for such additional purposes.
- 7.5 As a condition precedent to the use of the *Architect's Instruments of Service* for the *Project*, all fees and reimbursable expenses, including all fees and expenses of suspension or termination, due to the *Architect*, are required to be paid in full.

#### **GC8 LIABILITY OF THE ARCHITECT**

- 8.1 The *Architect* carries professional errors and omissions liability coverage, and the policy is available for inspection by the *Client* upon request.
- 8.2 The *Client* agrees that any and all claims, whether in contract or tort, which the *Client* has or hereafter may have against the *Architect* in any way arising out of or related to the *Architect's* duties and responsibilities pursuant to this contract, shall be limited to coverage and amount of professional liability insurance carried and available to the *Architect* for the payment of such claims at the time the claim is made. Prior to the date of execution of this contract, if the *Client* wishes to increase the amount of the coverage of such policy or to obtain other special insurance coverage, then the *Architect* shall cooperate with the *Client* to obtain such increased or special insurance at the *Client's* expense.
- 8.3 The *Architect* shall be entitled to rely upon software and product information published by manufacturers and shall not be held liable for relying on information or representation which it reasonably believes to be accurate.
- 8.4 The *Architect* shall not:
- .1 be required to make exhaustive or continuous on-site reviews;
  - .2 be responsible for acts or omissions of the contractor, subcontractors, suppliers or any other persons performing any of the *Work*, or for failure of any of them to carry out the *Work* in accordance with the construction contract documents;
  - .3 have control, charge, or supervision, or responsibility for construction means, methods, techniques, schedules, sequences or procedures, or, for safety precautions and programs required in connection with the *Work*,
  - .4 be responsible for any and all matters arising from *Toxic or Hazardous Substances or Materials*, and
  - .5 be liable for the result of any interpretation or finding rendered in good faith in accordance with the construction contract documents.
- 8.5 The *Client* acknowledges that either the *Architect* or the *Client* may engage *Consultants* on behalf of and for the benefit and convenience of the *Client*; and agrees that the *Architect* shall not be liable to the *Client*, in contract or in tort, for the acts, omissions or errors of *Consultants* engaged by the *Client* identified in Article A10.2 or the *Consultants* described in GC 4.3 engaged on behalf of the *Client*. Nothing in this clause shall derogate from the *Architect's* duty of *Consultant Coordination*.
- 8.6 The *Client* shall not commence any claim or proceeding in contract, tort, breach of statutory duty or otherwise against any current or former employee, officer or director of the *Architect* arising out of negligent, wrongful or intentional acts, omissions or errors of such person pursuant to this contract.
- 8.7 The *Client* agrees that the *Architect* shall not be responsible in contract or in tort for any changes made by others to the *Architect's* design or the *Construction Documents*.

## **GC9 SUSPENSION OF SERVICES**

- 9.1 If the *Client* lacks the financial ability or authority to proceed, the *Client* may give seven (7) days written notice to the *Architect* that the *Client* elects to suspend the *Architect's* services.
- 9.2 If any invoice submitted by the *Architect* remains unpaid by the *Client* for forty-five (45) days or more from the date the invoice was submitted, then the *Architect* may give seven (7) days written notice to the *Client* that the *Architect* will suspend services.
- 9.3 The *Architect* may suspend services on the *Project*:
- .1 if within seven (7) days of delivery of the notice in GC9.2, the *Client* has not paid the *Architect's* invoice, or the *Architect* and the *Client* have not agreed in writing on terms for payment of the invoice, or
  - .2 if construction of the *Work* proceeds in the absence of a building permit and without the chief building official dispatching building officials to the site or, if the *Architect* becomes aware of an action taken by the *Client* which violates applicable building codes or regulations.
- 9.4 In either of the events of GC9.3 the *Client* shall not have any claim whatsoever against the *Architect* for any loss, cost, damage, or expense incurred or anticipated to be incurred by the *Client* as a result of the suspended services.
- 9.5 The rights of the *Architect* given by GC9.3 are in addition to and not in substitution for any other rights the *Architect* may have under this contract or otherwise for non-payment of the *Architect's* invoices by the *Client*.
- 9.6 In the event of a suspension of services, the *Architect* shall not be liable for delay or damage as a result of the suspension of services. Upon suspension, the *Architect* shall submit an invoice for all services performed to the effective suspension date, together with reimbursable expenses and applicable taxes then due. Before resuming services, the *Architect* shall be entitled to payment, within thirty (30) days of the date that the invoice for suspension of services is submitted, for all suspension expenses as defined in GC9.7 and for all expenses for recommencement of services. The *Architect's* fees for the remaining services and time schedules shall be adjusted accordingly.
- 9.7 Suspension expenses include expenses directly attributable to suspension of the *Project* for which the *Architect* is not otherwise compensated, including costs attributed to suspending the *Architect's* contractual and employee commitments.

## **GC10 TERMINATION OF SERVICES**

- 10.1 This contract is terminated on the earliest of:
- .1 completion of the services
  - .2 termination in accordance with GC10.
  - .3 one year from the date of certification of *Substantial Performance of the Work*; or
  - .4 one year from the date of completion of the *Work*.
- 10.2 This contract may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
- 10.3 This contract may be terminated by the *Client* upon at least seven (7) days written notice to the *Architect* in the event that the *Project* is abandoned.
- 10.4 If the *Project* is suspended or abandoned in whole or in part for more than a total of sixty (60) days, it shall be deemed to be abandoned and treated in accordance with Article GC10.2.
- 10.5 In the event of termination, the *Architect* shall be paid, within thirty (30) days of the date that an invoice is submitted, for all services performed to the effective termination date, together with reimbursable expenses and applicable taxes then due, and for all termination expenses as defined in GC10.6.
- 10.6 Termination expenses are in addition to compensation for the *Architect's* services and include expenses directly attributable to termination for which the *Architect* is not otherwise compensated, plus an amount for the *Architect's* anticipated profit calculated as 10% of the value of the services remaining to be performed by the *Architect* or such other amount as may be mutually agreed.

## **GC11 PAYMENTS TO THE ARCHITECT**

- 11.1 An invoice submitted by the *Architect* under this contract is due and payable when submitted to the *Client*. Payments for the *Architect's* services shall be made on account for invoices as described in Article A11 of this contract and, where applicable, shall be in proportion to services performed within each phase of the service.
- 11.2 The *Client* shall pay the *Architect* for all reimbursable expenses plus an administrative charge as identified in Article A13 of this contract.
- 11.3 Reimbursable expenses include the following actual expenditures, supported by receipts or invoices, incurred by the *Architect*, and the *Architect's Consultants* in the interest of the *Project*:
- .1 transportation in connection with the *Project* for authorized travel, e.g. for transportation, lodging and meals;
  - .2 communication and shipping, e.g. for long distance telephone calls and facsimile messages, courier service, postage and electronic conveyances;
  - .3 reproduction of *Instruments of Service*, photographs, and other documents;
  - .4 web-based project management services, specifically requested by the *Client*;
  - .5 fees, levies, duties or taxes for permits, licences or approvals from authorities having jurisdiction;
  - .6 premiums for additional insurance coverage or limits, including that of professional liability insurance, requested by the *Client* in excess of that normally carried by the *Architect* and the *Architect's Consultants*; and
  - .7 other *Project* related expenses approved by the *Client* prior to expenditure.
- 11.4 No deductions shall be made by the *Client* from amounts payable to the *Architect* on account of penalty, liquidated damages, or other sums withheld from payments to contractors, or on account of the cost of changes in the *Work* other than those for which the *Architect* is proven to be legally responsible or has agreed to pay.
- 11.5 Variance from the *Client's* budget for the *Construction Cost* established under this contract shall not constitute grounds for the *Client* to withhold fees due to the *Architect*.
- 11.6 When a percentage-based fee is used as the method for determining the *Architect's* fee, the basis for calculating the applicable portion of the fee for each phase of the *Architect's* services shall be based on Article A12 of this contract.
- 11.7 When a percentage-based fee is used and any parts of the *Project* are deleted or otherwise not constructed the *Construction Cost* shall be the *Estimate of Construction Cost* as determined by the *Architect*, or as agreed by the *Architect* if a cost *Consultant* is engaged, at market rates at the anticipated time of construction.
- 11.8 If and to the extent that the contract time initially established in the construction contract is exceeded or extended through no fault of the *Architect*, fees for services required for such extended period of the construction contract administration shall be adjusted and computed as set forth in Article A11 of this contract or as otherwise mutually agreed with the *Client*.
- 11.9 The *Client* shall pay to the *Architect*, together with, and in addition to, any fees and reimbursable expenses, value added taxes that are, or become, payable as required by legislation.
- 11.10 If this contract requires the *Architect* to provide services both before and after the commencement of the *Work* and the *Client* is retaining holdback pursuant to the Construction Lien Act (Ontario) from payments to the *Architect*, then, for purposes of the Construction Lien Act (Ontario), this contract shall be deemed to be divided into two (2) contracts, with the terms and conditions of this contract applying with necessary modifications to both deemed contracts as follows, with:
- .1 a contract for the provision of the *Architect's* services up to and including the commencement of the *Work*; and
  - .2 a contract for the provision of the *Architect's* services after the commencement of the *Work*.



**GC12 MISCELLANEOUS CONDITIONS**

- 12.1 The addresses for official notice shall be as stated in Article A2 and A3. Notices in writing between the parties shall be considered to have been received by the addressee on the date of delivery if delivered to the individual, or to a member of the firm, or to an officer of the corporation for whom they are intended, by hand or by registered post; or if sent by regular post, to have been delivered five (5) working days from the date of mailing; or if sent by electronic conveyance during the transmission of which no indication of failure of receipt is communicated to the sender, deemed to have been received on the date of its transmission provided that if such day is not a working day or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it shall be deemed to have been received at the opening of business at the place of receipt on the first working day next following the transmission thereof.
- 12.2 The *Architect* shall be entitled to sign the building by inscription, or otherwise, on a permanent, suitable and reasonably visible part of the building.
- 12.3 The *Architect* shall be entitled to include as part of the construction contract documents a provision to erect a sign identifying the *Architect* and the *Architect's Consultants* at the *Place of the Work*. In some instances the *Client* may also be represented on the sign. Graphics on the sign may also include a reproduction of a rendering of the *Project*.
- 12.4 If any provision of this contract is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed from this contract and the other provisions shall remain in full force and effect.
- 12.5 This contract shall be governed by the law of the Province of Ontario.
- 12.6 The *Client* and the *Architect* respectively bind themselves, their partners, successors, assigns and legal representatives to the other party to this contract and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this contract. Except as otherwise provided herein, neither the *Client* nor the *Architect* shall assign, sublet, or transfer an interest in this contract without the written consent of the other. Consent to such assignment or transference shall not be unreasonably withheld.
- 12.7 This contract represents the entire and integrated contract between the *Client* and the *Architect* and supersedes all prior negotiations, representations, or contracts, either written or oral. This contract may be amended only in writing signed by both the *Client* and the *Architect*.

**GC13 OTHER TERMS OF CONTRACT:**


The *Client* and the *Architect* agree as set forth in the following other terms:

[Empty rectangular box for other terms of contract]

This contract is entered into as of the day and year first written above.

.....  
**CLIENT** *(Signature)*

.....  
*(Printed name and title)*

  
.....  
**ARCHITECT** *(Signature)*

.....  
Jim Sheffield, President  
.....  
*(Printed name and title)*





**Corporation of the Town of Ingersoll  
By-Law 19-5071**

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**A bylaw to adopt and confirm all actions and proceedings of the Council of the  
Town of Ingersoll at the Council meeting held on October 15, 2019**

**WHEREAS** Section 5 (3) of The Municipal Act, Chapter, S.O. 2001, c. M.25 as amended, states that a municipal power, including a municipality's capacity, rights, powers and privileges under section 9, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

**AND WHEREAS** in many cases, action which is taken or authorized to be taken by Council or Committee of Council does not lend itself to or require an individual by-law

**NOW THEREFORE**, the Council of the Corporation of the Town of Ingersoll enacts as follows:

1. **THAT** all actions and proceedings of the Council of The Corporation of the Town of Ingersoll at the meeting held on October 15, 2019, are hereby adopted.
2. **THAT** the taking of any action authorized in or by the Council of The Corporation of the Town of Ingersoll are hereby adopted, ratified and confirmed.
3. **THAT** where no individual by-law has been or is passed with respect to the taking of any action authorized in or by the Council of The Corporation of the Town of Ingersoll, then this by-law shall be deemed for all purposes to be the by-law required for approving and authorizing the taking of the action.
4. **THAT** the Mayor and Officers of The Corporation of the Town of Ingersoll are hereby authorized and directed to do all things necessary to give effect to the recommendations, motions, resolutions, reports, action and other decisions of the Council and the Mayor and Clerk are hereby authorized and directed to execute all necessary documents in the name of The Corporation of the Town of Ingersoll and to affix the seal of the Corporation thereto.
5. **AND FURTHER THAT** this by-law shall become effective and shall come into force after third reading of the by-law.

**READ** a first and second time in Open Council this 15<sup>th</sup> day of October, 2019.

**READ** a third time in Open Council and passed this 15<sup>th</sup> day of October 2019.

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**Edward (Ted) Comiskey, Mayor**

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**Michael Graves, Clerk**